

1908

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: MOCHIZUKI, Shokichi

HOME ADDRESS: 42 E Cordova St., Vancouver, B.C.

REGISTRATION NUMBER 00283 SEX: Male AGE: 65

OCCUPATION: Rooming House

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: Myself

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Tan 9766

ADDRESS OF WIFE OR HUSBAND: 42 E Cordova St., Vancouver, B.C.

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: ----

AGE OF CHILDREN: ----

STATEMENT OF ALL REAL PROPERTY (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS: ----

3. INSURANCE (Give particulars; state where policies are) ----

4. TAXES (Amount and where payable) ----

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) ----

6. OCCUPANCY AND LEASES (If vacant so state) ----

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: -----
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: -----
9. IF FARM LAND STATE CROPS SOWN: -----

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Rooming house at 42 E Cordova St., Vancouver, BC
2. LANDLORD'S NAME AND ADDRESS: E. H. Hope, Vancouver, B.C.
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: \$180 per month paid up to March 15, 1942 (payable \$90 twice a month)
4. STATE WHEREABOUTS OF LEASE: At home
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
68 Bedroom sets (made up of 1 bed, 1 bureau, 1 chair, 1 table, 1 carpet)
68 sets of bedding including 2 pairs of sheets, 2 blankets, 1 comforter, 1 bedspread each. Kitchen utensils and chinaware (enough for 10 people)
sideboard, gas stove, box of carpenter tools, All located in rooming house at 42 E Cordova St., Vancouver, B.C.
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS: None
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY: None

4. INSURANCE CARRIED ON ABOVE PROPERTY \$1000 agent Mr. Y. Uchida,

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
\$4000 Japan Bonds, in Royal Bank safety deposit box under name of
Fuyo Cho-chi-Ku-Kai. About \$800 England Bonds, \$100 Victory Bond
both also in above safety deposit box.

8. BANK ACCOUNTS: \$525.35 Royal Bank, Main & Hastings branch

9. LIFE INSURANCE: \$2000 Monarch Life Ins. Co., 20- year endowment policy
in my home. Beneficiary my wife Tani MOCHIZUKI

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX ~~Royal Bank~~ In the name of Fuyo Cho-Chi-Ku-Kai,
in Royal Bank Main & Hastings branch. H. Iwasaki and myself hold keys.
139 E Cordova St., Vancouver, B.C.

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

REMARKS:

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 8th day of April 1942

(Signature)

S. Mochizuki

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE 9/4/43

Our File No. 1908

Full Name MOCHIZUKI, Shokichi
(Surname in Block Letters)

Registration No. 00283

^V
Male - Female
(Check)

Age 18/3/1876

Former Address 42 East Cordova St., Vancouver, B.C.

Date Evacuated 15/6/42

^V
Naturalized - Canadian-Born - National
(Check)

Present Address

Mc. Gillivray Falls, B.C.

*East Hillset Aug 3/46
North Kamloops*

^V
Married - Single
(Check)

Name of Wife Tami #00693

Name of Husband _____

Name of Mother Iwa (Dec'd)

Name of Father Jinzo (Dec'd)

Names of Children under 16 _____

Requested by A.Mc.

Registered with Custodian yes
(Yes or No)

Additional Information Roominghouse

PERSONAL PROPERTY SUMMARY

File No. 1908

July 17/46

RE: Shokichi MOCHIZUKI, Reg. No. 00283

CHATELS: The above, who made his declaration to the Custodian on April 8/42 and was evacuated on June 15/42, declared furnishings of 68 rooms, known as the "Central Hotel", at 42 East Cordova St. These furnishings were sold to Mr. Peter Him through the medium of our agent, Mr. H.D. Campbell, on Aug. 26/42. These were sold for the sum of \$2500.00 and this amount was credited to the account of the above. The contents of rooms 1 and 2 were removed by Mr. MOCHIZUKI to McGillivray at the time of his evacuation.

BONDS: The above declared \$4000.00 in Japan bonds under the name of Fuyo Cho-chi-Ku-Kai in a safety deposit box of the Royal Bank of Canada and about \$800.00 in England bonds and one \$100.00 Victory bond. These did not come under the control of the Custodian.

BANK ACCOUNT: The above declared an account in the Royal Bank of Canada, Main and Hastings St. branch in the sum of \$525.35. This did not come under the control of the Custodian.

LIFE INSURANCE: The above declared an insurance policy with the Monarch Life Insurance Co. in the sum of \$2000.00, the beneficiary being his wife Tani. The cash surrender value of this policy in the sum of \$1970.07 was remitted to the above on June 23/44.

The file reveals the above owned no specified articles.

The following is a statement of his account showing balance of \$50.00:

Proceeds from sale of house furnishings	\$2500.00	
Cheque for legal fees to Mr. McLennan		\$85.33
Cheque to Mrs. MOCHIZUKI, Sept. 16/42		1414.67
Cheque to MOCHIZUKI on Oct. 17/42		500.00
Cheque to MOCHIZUKI on Nov. 24/43		450.00
BALANCE NOW ON HAND which is being remitted to him in the course of the next week		50.00
	<u>\$2500.00</u>	<u>\$2500.00</u>

No property interests other than those mentioned above are found on this file.

The above summary is certified to be in accordance with the information on file.

July 17/46
GBS:LBM

G.B. Spain
G.B. Spain

LIABILITY SUMMARY

File No. 1908

July 17th, 1946.

Re: Shokichi MUGURUKI, Reg. No. 00281

This file reveals no claims against the above person.

The above summary is certified to be in accordance with the
information on file.

July 17/46
GSS:JSM

Rep. to Japan
G.B. Spain

11th April, 1942.

MEMORANDUM

Re: Shokichi Mochizuki
Registration No. 00283

Mr. Mochizuki informed me this morning that he desires to sell the contents of rooming house at 42 East Cordova Street and that he will be bringing a buyer with him to this office after they have reached agreement on terms of sale. He further states that he has no debts, trade or personal.

I have informed him that following review sale will be allowed if the Custodian is satisfied.

R. P. Alexander

RPA:LF

DOMINION OF CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

TO WIT:)

IN THE MATTER OF THE WORKMEN'S

COMPENSATION ACT AND IN THE MATTER

OF S. MOCHIZUKI, CENTRAL ROOMS, Firm #20771-6

I, FOSTER PARKER ARCHIBALD, of the City of Vancouver, in the Province of British Columbia, do solemnly declare:

1. That I Am the Secretary of the Workmen's Compensation Board, a Commission having its Head Office at 411 Dunsmuir Street, in the City and Province aforesaid:

2. That there is due and owing by the said S. MOCHIZUKI to the Workmen's Compensation Board, for assessment made under the authority of the Workmen's Compensation Act, the sum of Five Dollars(\$5.00), as based on the audit of the payrolls of the said S. Mochizuki.

3. That the Board aforesaid holds no security whatever for the indebtedness, or any portion thereof:

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED BEFORE ME at the City of Vancouver, in the Province of British Columbia, this thirtieth day of April, 1942)

A Commissioner for taking Affidavits within British Columbia

Pd.

RE - MOCHIZUKI, SHOKICHI,

42 East Cordova Street, Vancouver, B. C. - 00283.

SUPPLEMENTARY REPORT NO. 1

YOUR FILE NO. 1908.

1. Although I have received no letter from your Office in connection with my proposed course of action in this matter, the situation was discussed verbally with Mr. Shears, who concurred in my more or less passive course of action in permitting the Solicitors representing the Landlord and this Japanese evacuee to attempt some sort of reconciliation.

2. I understand that Mr. MacLennan, acting for Mochizuki, and Mr. Clyne, acting for the Landlord Mr. Hope, and/or the Credit Foncier, had a discussion on Thursday the 25th of June, as a result of which I was invited to attend a continuation thereof which took place the following day and lasted for a matter of two hours.

3. This discussion made it appear that the Credit Foncier, who actually control the building, are unaware of the actual situation generally and that their offer and attitude is based entirely on information received from Mr. Hope. The information so received is inaccurate and definitely biased by Mr. Hope's wish to retain some sort of a toe-hold on the property.

4. I understand from Mr. Clyne that the Credit Foncier is prepared to advance approximately \$1500.00 to Mr. Hope to finance the purchase of Mochizuki's chattels. The basis of this offer was an appraisal made by Thompson & Binnington as to what this equipment would bring if removed from the premises and placed on the auction block. This basis presumes that the Japanese is in a position where he has to sell his chattels. It also bears no relation to the facts in the matter. The value of equipment of this kind is based on its earning power as a unit, not what it would bring split up into individual items and sold to numerous different purchasers.

5. I contacted Mr. Thompson, who has been retained by me from time to time over the past twenty years, and he advised me that he had included in his appraisal report to Mr. Hope that these chattels would probably bring in excess of \$2,000.00 if sold privately, and that his appraisal was based entirely on the furniture being removed from the premises and that either figure had no relation to its earning value as a rooming house unit.

6. I suggested to Mr. Clyne that his assumption that the Japanese was forced to sell, was not entirely correct. As far as I could see, that the Custodian was not prepared to force any Japanese evacuee to dispose of property at great sacrifice. Further, that my personal opinion was that the situation was reversed, that if Mochizuki removed the equipment from the building it would be impossible to rent it or operate it without replacing this equipment, which, at the very lowest estimate, would cost in excess of \$4,500.00. Further, that at the present time, from investigations that I had made through wholesale firms, it would be practically an impossibility to obtain a good proportion of the necessary equipment. In other words, if they did not wish to lease the premises and permit Mochizuki to sell his equipment, but wished to operate the business themselves, they were in the position of having to buy equipment to so operate it, and apart from the unavailability of new equipment, Mochizuki was offering to sell the equipment for approximately \$1,500.00 less than the market price of the equipment necessary for them to operate. In other words, if they wished to operate the hotel themselves they were in the market for equipment and Mochizuki could sell to them or not, at his own discretion.

Re- Mochizuki, Shokichi

7. Despite Mr. Hope's statement to me that he had no intention of applying for a ruling on the rental basis fixed by a previous Rental Board, Mr. Clyne advised me that on instructions from the Credit Foncier he is, at the present time, in correspondence with Ottawa with regard to the validity of the decision handed down a couple of years ago, fixing the rate at \$180.00, and that if the decision was invalid he would be instructed further to apply to the present Rental Board for approved rental basis.

8. As the result of the lengthy conversations between Mr. McLennan, Mr. Clyne and myself, in the course of which I was able to provide facts and figures in connection with similar hotels or rooming houses adjoining the Central Hotel, I believe Mr. Clyne has an entirely different attitude towards the situation generally. He will, without doubt, pass this information along to the Credit Foncier for verification, which will probably result in an alteration of their present plans.

9. I do not believe that the Credit Foncier are prepared to sink an additional \$3,000.00 in an already bad situation from which they have very little hope of extricating themselves. They apparently were willing to gamble \$1,500.00, but this was based on Mr. Hope's statement to them that the revenue from this business could be increased from 50% to 100% if handled by someone else. From my personal knowledge of these situations in this particular locality this would be absolutely impossible. Regardless of how this hotel was operated or furnished, the district in which it is located dictates the amount of weekly or monthly rent which can be obtained for rooms, and from my investigation of this particular business would say that an increase of 10% would be the maximum. In addition to this, the hotel is at present almost entirely filled with Japanese. Up to the present time similar hotels and rooming houses taken over by white people or Chinese, and in which Japanese are no longer allowed, are on the average only 40% filled.

10. My personal opinion is that as a result of an extended discussion of the matter generally, between Mr. Clyne and the Credit Foncier, once the rental situation has clarified the Credit Foncier will put pressure on Mr. Hope to agree to the lease of the premises. This would enable Mochizuki to sell his equipment at a reasonable price.

11. As Mr. Clyne and his principles has assumed that the Office of the Custodian can continue to operate the hotel business indefinitely, a point on which I have refrained from commenting in any way at all, I suggest that Mochizuki's family, who are presently operating the business, should continue to do so until they are in turn evacuated. It is probable that by that time the Credit Foncier will have come to an agreement with Mr. Hope and will be prepared to either grant a lease or increase their offer to a reasonable amount. In event that things have not developed to this point on Mochizuki's family being evacuated, the matter could then be discussed with your Office as to the feasibility of having someone operate the hotel temporarily, until a decision has been reached. My feeling is that if the matter is simply left more or less alone, it will iron itself out without any arbitrary action on the part of the Office of the Custodian.

12. I will advise you further as the matter develops and in the meantime would appreciate a letter expressing your approval of the manner in which the situation is being handled by myself.

July 2, 1942.

RE - MOCHIZUKI, SHOKICHI

42 East Cordova Street, Vancouver, B. C., - 00283.

YOUR FILE NO. 1908.

I have investigated the circumstances surrounding the property listed in the "JP" Declaration made by the above on the 8th of April, 1942, copy of which was received by me on the 13th of June, with your usual instructions to investigate and wish to report as follows:

1. The property declared by the above Japanese evacuee consists of the furniture and effects of 68 rooms, located in a building at 42 East Cordova Street, rented by Mochizuki from Mr. E. H. Hope of Milner, B. C., and operated as a rooming house and/or hotel under the name "Central Hotel".
2. In view of the fact that this declared property may be sold and an inventory unnecessary, I have not as yet had an inventory made.
3. The rent of the premises is \$180.00 per month payable in two instalments of \$90.00 each, on the 1st and 15th of each month. Since receiving your appointment to act as Agent for the Office of the Custodian in the matter, I have been tendered cash by the above declarant in the amount of \$90.00, covering the rental period from the 15th of June to the 30th of June, and have remitted my cheque for that amount to Mr. E. H. Hope.
4. Since Mochizuki was advised that I had been appointed your Agent in the matter, to investigate and report on his property, I have been contacted by him, his Son and his Solicitor, Mr. J. A. MacLennan. The situation as outlined by them is somewhat involved and the following is their side of the picture.
5. Mochizuki apparently took possession of the above premises originally in 1931 or 1932, just prior to the general depression. The premises were then rented to him for \$350.00 per month. As the depression increased in severity, Mr. Hope, realizing that it was impossible for Mochizuki to pay this rent, reduced same from time to time until it reached an amount somewhere in the neighbourhood of \$150.00 per month. Part of the difference, apparently, was carried forward as a running amount owing by Mochizuki to Hope.
6. As things got somewhat better, the rent was eventually increased to \$180.00. In 1939 Mr. Hope wished to increase this considerably but Mochizuki refused to pay a higher rent on the basis that it was financially impossible for him to do so. Mr. Hope therefore made an application to the Court for an Order authorizing him to increase the rental. Under just what Statute his application was made I am not aware. However, it appears that the presiding Judge, with some reference to a Rental Control Board at Ottawa existing at that time, refused permission for any increase and established the rent at the amount of \$180.00.
7. As a result of this decision, Mr. Hope subsequently entered into a year's lease from the 1st of June, 1941, with Mochizuki at that rent of \$180.00 a month. This Instrument incorporated a further mutual agreement, acknowledging receipt of \$500.00 by Mr. Hope in full settlement of any claim which he might have for arrears in rent under previous leases of these premises. This lease expired on the 31st of May, 1942.

Re- Mochizuki, Shokichi

8. The lease apparently stipulated that in the event of Mr. Hope giving no notice to vacate, which he has not done, the lease automatically was renewable on a month to month basis, requiring Mr. Hope to serve three months' notice on Mochizuki to vacate the premises.

9. When it became apparent to Mochizuki that he would eventually be evacuated he placed his hotel business on the market, as a result of which he has received numerous offers to purchase same; the amounts offered run between \$3000.00 and \$4000.00. All these offers, of course, are based on the availability of a lease of the premises for the same amount as that under which Mochizuki is operating, or in the neighbourhood thereof. When each of these prospective purchasers were referred to Mr. Hope with a view to obtaining a lease, Mr. Hope advised them that the rent would be \$350.00. As it is a financial impossibility to operate the hotel on the basis of this rental for the premises, the offers were accordingly withdrawn.

10. When Mr. Mochizuki realized the attitude Mr. Hope was taking in the matter, he interviewed him and asked him how he expected to obtain the approval of the Rental Board for this increase in rent. Mr. Hope advised him that it was none of his business, but that in any case the decision handed down previously, as mentioned above, was not final in that the jurisdiction of that particular Court to arbitrarily set a rental rate was very doubtful, and that he intended to bring the matter before the present Rental Board.

11. Subsequently Mr. Hope approached Mr. Mochizuki and offered to purchase the furniture and effects of the business on an appraised value, based on what could be obtained for it at auction. I understand the amount was somewhere between \$900.00 and \$1000.00. Mochizuki apparently refused to consider any such offer and advised Mr. Hope that he would throw the furniture out in the street and have it broken up before he would accept an offer of this nature. The situation remains about the same at the present time.

12. On the 19th inst. Mr. Hope called on me in my Office, as he apparently had been advised by your Office that I had been appointed by you to look into the matter, and outlined the situation to me from his point of view. He told me that the building, title to which was in his name, was mortgaged, this encumbrance being held by the Credit Foncier. Further, that in view of the reduced income of the property over a period of years, the mortgage interest was in default in spite of the fact that the Credit Foncier had reduced the interest rate, and that they could, at their pleasure, take title to the property at any time by foreclosure.

13. On enquiring as to the justification for his action in asking almost double the present rental, without any permission from the Rental Board to make this increase, he advised me that he had no intention whatsoever of renting the property, that his actual intention was simply to act in this way to prevent Mochizuki's sale of the business to anybody else. It is his intention, he advised me, to purchase Mochizuki's equipment and effects and operate the hotel himself, the stated purpose in doing so was that he felt that the type of business could be improved and the income from the property itself be considerably increased if he was in charge of the operation. He insisted that the amount which he was prepared to offer was a reasonable one. I gathered from what he said that he had approached the

Re- Mochizuki, Shokichi

Credit Foncier to finance him in purchasing this furniture and it is now under consideration by their Head Office in Montreal. His opinion is that no goodwill whatsoever belongs to the tenant with regard to the sale of the hotel business, that any goodwill is reserved to him as owner.

14. He has retained, with the approval of and in conjunction with the Credit Foncier, Solicitors Macrae, Duncan & Clynne, Bank of Nova Scotia Building, to act in the matter on his behalf. They have already, I understand, been in touch with Mr. MacLennan, Mr. Mochizuki's Solicitor.

15. I am enclosing herewith copy of a letter from Mr. MacLennan enclosing a Bulk Sales Declaration by Shokichi Mochizuki, and also a letter addressed to me, advising me, as Agent of the Custodian's Office, that he wishes to arrange a sale of his business. This apparently was done in anticipation of Mochizuki's evacuation on the 15th inst. At the present time the Son has been permitted, by the Commission, to remain for some time until the location to which the family is going as a group is more developed, and all the family can be taken care of.

16. I have today received four telephone calls and one letter from prospective purchasers of this business. I am enclosing the letter from J. Malcolm & Son, simply for a matter of reference with regard to the market value of Mochizuki's furniture and effects. The offers which the other prospective purchasers were prepared to make, subject to a lease being obtained, were all in the neighbourhood of the amount offered by Mr. Malcolm's client.

17. After the long interviews which I had with both parties and subsequent consideration, my opinion is that Mr. Hope is undoubtedly trying to take advantage of the Japanese situation. His idea of a reasonable price being that which could be obtained at auction simply does not hold water. If Mochizuki was to remove the furniture and equipment from the building and sell, store or otherwise dispose of it, which he not only is perfectly entitled to do but prepared to do rather than permit Mr. Hope to force his hand, it would cost Mr. Hope certainly in excess of \$5000.00 to re-furnish the hotel, even obtaining his equipment in the second-hand market. One operator gave me his opinion that it could not be done for less than \$6500.00. In view of this I see no reason why the equipment should not be as valuable to Mr. Hope as to any other operator of the business.

18. Mochizuki advised me before he left that he had offered Mr. Hope 10% of any realization in return for Mr. Hope's goodwill in the matter of providing a lease, which Mr. Hope flatly rejected.

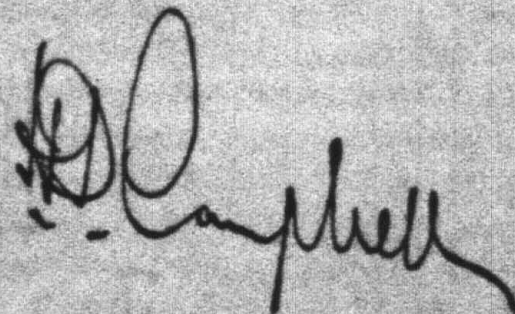
19. In view of Mochizuki's definite statement to me that he would not sell his equipment and fixtures to Mr. Hope unless Mr. Hope was prepared to make an offer somewhere in the neighbourhood of \$3000.00, my opinion is that the only course of action is to sit back and permit the prospective Solicitors to argue the matter out between themselves, and in the meantime to permit the Son to continue operating the hotel which he is doing under instructions from his Father.

20. Although Mr. Hope insinuated to me that he could see no reason why the Japanese should receive any protection from the Govern-

Re - MOCHIZUKI, Shokichi

ment in the matter, I cannot see why any pressure should be brought to bear on Mochizuki to accept the present offer from Mr. Hope, which I whole-heartedly agree with Mochizuki is decidedly unfair and based on what Mr. Hope considers an opportunity to take advantage of a certain situation.

21. I would appreciate your consideration of the above and advise as to whether you agree with my opinion; also your approval of my proposed course of simply keeping away from the situation and if possible, permitting the two parties to come to an agreement through their Solicitors. I have this morning been advised that the said Solicitors are having a discussion of the matter either this afternoon or tomorrow, and they have requested my attendance. Will you advise me if you consider it advisable for me to attend this meeting with a view to keeping posted on developments in order that I may report them to you.



June 23, 1942.

"Bulk Sales Act"

SCHEDULE "A"

STATEMENT AND DECLARATIONStatement showing names and addresses of all creditors of **SHOKICHI MOCHIZUKI**

Name of Creditor	Post Office Address	Nature of Indebtedness	Amount	When Due
N I L		N I L	N I L	

I, **Shokichi Mochizuki** of
the City of **Vancouver**, in the Province of British Columbia
Rooming-House Proprietor, do solemnly declare that the above is a true and
correct statement of the names and addresses of all my creditors, and shows correctly
the amount of indebtedness or liability due, owing, payable or accruing due or to become
due and payable by me to each of said creditors.

I am the duly authorized agent of the vendor and have a personal knowledge of the
matters herein declared to.

And I make this solemn declaration conscientiously believing it to be true and knowing
that it is of the same force and effect as if made under oath and by virtue of the "Canada
Evidence Act."

This Declaration was read over and explained to the deponent, **Shokichi Mochizuki**, in the Japanese language by **Masao Mochizuki**, of the City of Vancouver, in the Province of British Columbia, the said **Masao Mochizuki** being first duly sworn before me truly and faithfully to interpret the same and the oath to be administered to the said deponent therein and the said deponent was afterwards by the interpretation of the said **Masao Mochizuki** sworn to the truth thereof, at the City of Vancouver, in the Province of British Columbia, this 15th day of June, A. D. 1942.

Shokichi Mochizuki

[Signature]
A Commissioner for taking Affidavits
within British Columbia.

42 East Cordova St.
Vancouver, B. C.
June 15th, 1942.

ATTENTION MR. MESSENGER

Harold D. Campbell, Esq. C.A.
Standard Bank Bldg.
Vancouver, B. C.

Dear Sir:

I, the undersigned Shokichi
Mochizuki, hereby notify the Custodian of Enemy Property
that I am desirous of selling my Central Hotel business
at 42 East Cordova St. Vancouver, B. C., either on
terms or for cash, together with the fixtures and
chattels and hotel furnishings situate on the premises,
and you are requested to arrange a sale of the same,
if possible, at such price as you may decide is proper.

Yours truly,

Shoichi Mochizuki

MEMORANDUM FOR FILE

June 17th, 1942.

re file ref. #1906 - MOCHIZUKI, Shokichi

Mr. Mochizuki called at our office today. He states that ^{he} is the nominal owner of the real estate but says that the Credit Foncier are mortgagees and he doubts if he has any equity in the property. He stated Credit Foncier might be interested in buying the furniture.

On phoning Mr. Messenger of H.D. Campbell's office Mr. Messenger states that Credit Foncier were attempting to raise the rent to any prospective buyer for the roominghouse property. He figured they were doing this in an attempt to freeze anybody else out so that they might be in a position to obtain the roominghouse equipment at less than its real value.

FOS:EB.

J. MALCOLM & SON

WE SPECIALIZE

HOTELS, APARTMENTS, ROOMING HOUSES

BUSINESS OPPORTUNITIES

MARINE 3935

H. J. MALCOLM
RES. NORTH 4787

REAL ESTATE
INSURANCE

326 ROGERS BUILDING
VANCOUVER, B. C.

June 22nd 1942

Mr. Harold D. Campbell
Agent of the Office of the Custodian
812 - Standard Bank Building
Vancouver, B.C.

Attention Mr. Messenger.
re: Central Hotel, Mr. Mochizuki.

Dear Sir,

We have had a listing on the Central Rooms located at 42 - East Cordova Street, from Mr. S. Mochizuki, the owner, and some time ago, May 18th to be exact, we had an offer of \$3200 cash for the said business, but due to the unreasonableness of the landlord, Mr. Hope, we were unable to complete the transaction.

Last week we were talking to Mr. Mochizuki and he advised us that he had put it in the hands of the Custodian and it is for this reason we beg to advise you that we have again contacted our client this morning, one Bill Chan (Chinese) a highly experienced hotel man with good bank references, who has again authorized us to offer \$3200 cash for the said business, subject to the rental being the same as is now being paid, or something reasonable thereabouts. We have \$100 deposit to substantiate the offer, our commission is \$200.

Trusting we may be favored with a reply at your earliest convenience,

we remain,
Yours truly,

J. MALCOLM & SON

Per. *H. J. Malcolm*

ED/HM.

COPY

June 16th, 1942.

ATTENTION MR. MESSENGER

Harold B. Campbell, Esq. C. A.
Agent of the Custodian of Enemy Property,
Royal Bank Bldg.
Vancouver, B. C.

Dear Sir,

Rei Shokichi Mochisuki

The above-named, who is our client, has consulted us in connection with his affairs and has informed us that he has already declared his effects with the Custodian of Enemy Property and that you have been appointed Agent of the Custodian herein. We had Mr. Mochisuki complete a Power of Attorney naming his daughter-in-law, Nobu Mochisuki, as Attorney in connection with the sale of the Central Hotel and we have also had him complete a Bulk Sales Act Declaration, as well as a letter to you notifying you that it is his desire to sell the Central Hotel business, 42 East Cordova St.

We enclose herewith the Power of Attorney, the Bulk Sales Declaration in duplicate and the letter which we have mentioned in triplicate.

We understand it is the policy of the

-2-

June 16th, 1942.

Harold D. Campbell, Esq. C. A.

Custodian to give effect to the desires of the
Japanese whose property has been declared and we are
forwarding you these documents in order to let you know
the wishes of our client in this connection.

Yours truly,

HORRIS MacLENNAN,

Per: 

JAM/VS
ENCL.

RE - MOCHIZUKI, SHOKICHI,

42 East Cordova Street, Vancouver, B. C. - 00283.

YOUR FILE NO. 1908.

1. As matters rested in this case at the time of my last report to you on the 2nd of July, the Landlord, Mr. C. E. Hope, refused to grant a lease to any purchaser of Mochizuki's chattels of the "Central Hotel". Mr. Hope had had an appraisal made of these, based on their removal value, which amounted to \$1500.00 and was endeavouring to make arrangements with the Credit Foncier who held the mortgage, now in default, to advance him this sum for the purchase of this rooming house equipment at that price. At the same time Mochizuki was not willing to accept the offer.

2. Over a long period of time and innumerable conferences, discussions and inspections of the building, the Credit Foncier came to the conclusion that they would be ill advised to advance this money to Hope, as they lost all confidence that he could accomplish anything in the way of building up the value of this business and property by placing a manager in charge of its operation. They therefore came to the obvious conclusion that the only course of action was to grant a lease to a purchaser of Mochizuki's chattels. They did this however, with certain reservations. They would only grant such a lease to an operator personally selected by themselves who was prepared to effect general improvements to the building, normally an obligation falling on the Landlord, which would entail a \$500.00 cash outlay.

3. They interviewed several prospective purchasers of Mochizuki's chattels and I was eventually advised by Mr. Hope's Solicitor, Mr. Clyne, that they were prepared to grant a lease on a specific basis. I quote a paragraph from their letter which covers their requirements.

"A number of persons have applied for a lease in the past two months but in view of the deterioration of the premises during your client's tenancy, our client is anxious to obtain a tenant who is responsible and experienced and who will build up the business. Our client is satisfied that Mr. Hem is a desirable tenant and is willing to lease the premises to him but is unwilling to rent to the other applicants."

4. Mr. Hem had originally been interested in this property and discussed tentatively a price of around \$3000.00 with Mochizuki, if, as and when a lease could be obtained. However, as the result of a conference which Mr. Hem had with Mr. Hicks, Manager of the Credit Foncier, Mr. Hope and Mr. Clyne, at which time they laid down requirements regarding improvements which the conditions of the lease would impose on him, he made a firm offer to purchase Mochizuki's chattels for an amount of \$2500.00. This, Mochizuki on behalf of his Father and on the advice of his Solicitor Mr. J. A. MacLennan, has instructed me to accept.

5. Although Mochizuki is not entirely happy and is inclined to be resentful towards the Credit Foncier and Mr. Hope, in that the imposition of the repairs on the new tenant have naturally affected the purchase price obtainable for his chattels, he realizes very fully that the amount obtained is considerably better than he

Re- Mochizuki, Shokichi

was previously prepared to accept prior to ^{the} a mediation of the Office of the Custodian. What the purchase price actually represents is \$1500.00 for his chattels and \$1000.00 for goodwill to which in law he has no title, although in practice is to a great extent assumed by the tenant.

6. I can personally sympathize to some extent with Mr. Hope and the Credit Foncier in that undoubtedly Mochizuki has permitted the premises and business generally to deteriorate to a very marked extent.

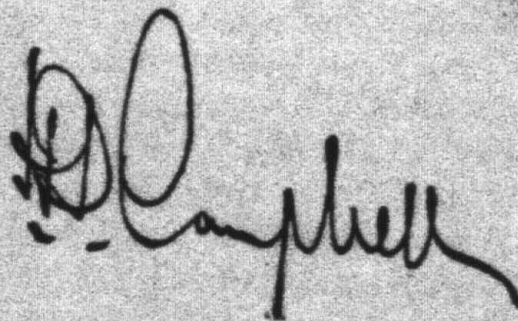
7. All in all I consider this a very happy solution in that Mochizuki has every reason to be grateful for the assistance and protection afforded him by the Office of the Custodian and that the white interests are now entirely satisfied with this ultimate arrangement.

8. For your records I am enclosing herewith the following correspondence:-

- (i) Copy of a letter from Macrae, Duncan & Clyne to Morris & MacLennan, dated August 15.
- (ii) Letter from M. Mochizuki agreeing to Mr. Hem's offer to purchase the rooming house chattels.
- (iii) Copy of letter to Mr. Hem advising him of this acceptance.
- (iv) Copy of letter to Mr. Clyne of Macrae, Duncan & Clyne, advising them of the proposed sale of the chattels and co-incidental acceptance of Hope's offer to lease to Mr. Hem.
- (v) Copy of letter to Mr. M. Mochizuki.

9. I would point out that ownership of these chattels is vested in the Father, Shokichi Mochizuki, who has been evacuated. The business is presently being run by M. Mochizuki, the Son, and his wife. In anticipation of eventual transfer of title to these chattels, Mochizuki completed a Power of Attorney in favour of his daughter-in-law, for this express purpose and this Power of Attorney is held by Mr. J. A. MacLennan, Mochizuki's Solicitor.

10. On completion of the Deed of Sale by the daughter-in-law, a signed copy of the Deed, together with the Power of Attorney, will be forwarded to your office by myself for your records. Mr. Mochizuki has expressed his wish to turn over the chattels and complete the sale on or about the 1st of September.



August 18, 1942.

August 15, 1942.

Attention: Mr. McLennan

Messrs. Norris & McLennan,
Barristers, etc.,
602 West Hastings St.,
Vancouver, B.C.

Dear Sirs:-

Re: Central Hotel - Hope and
Moohizuki

Referring to our recent discussions with you in regard to the tenancy of the above premises, we beg to advise you that Mr. Peter Hem of 100 Pender Street East has applied to our client for a lease and states that he has made an offer for the purchase of your client's business.

As you know, your client's lease expired on the 31st of May last and he has since that date continued in possession under a monthly tenancy subject to the Rental Control Regulations. We understand that he is obliged to leave the City and is therefore desirous of disposing of the furniture and business carried on by him on the premises rented by him from our client, provided that the purchaser can obtain a lease from our client.

A number of persons have applied for a lease in the past two months but in view of the deterioration of the premises during your client's tenancy, our client is anxious to obtain a tenant who is responsible and experienced and who will build up the business. Our client is satisfied that Mr. Hem is a desirable tenant and is willing to lease the premises to him but is unwilling to rent to the other applicants.

We trust that your client will be able to make suitable arrangements with Mr. Hem.

Yours truly,
MACRAE DUNSMUIR & CLYNE

JVC/S.

Per 

Vancouver, B. C.,
August 17, 1942.

H. D. Campbell, Esq., C.A.,
Agent for the Office of the Custodian,
612 Standard Bank Building,
Vancouver, B. C.

Attention Mr. R. C. Messenger:

Dear Sir:

Re- "Central Hotel".

I have today read a letter under date of August 15, from Macrae, Duncan & Clyne, Solicitors for C. E. Hope owner of the rooming house premises, and addressed to Messrs. Norris & MacLennan. As this letter stated "our client is satisfied that Mr. Hem is a desirable tenant and is willing to lease the premises to him but is unwilling to rent to the other applicants", I feel that there is no other alternative but to accept Mr. Hem's offer to purchase my rooming house chattels, business, etc., for an amount of \$2500.00.

Will you be good enough to advise Mr. Hem, on my behalf, that I am accepting his offer and that I will be prepared to turn the chattels and premises over to him on or about the 1st of September, and will execute the Deed of Sale at that time.

In case Mr. Hem does not realize it, I wish you to draw to his attention the fact that the furniture in Rooms No. 1 & 2 is my personal property which I am taking with me when I am evacuate, and it, accordingly, will not be part of the agreement.

Yours truly,

M. Mochizuki

John MacLennan
Witness.

COPY

August 17, 1942.

Peter Hem, Esq.,
Suite 5, Canton Alley,
Vancouver, B. C.

Dear Sir:

Re- "Central Hotel"

I have today been instructed by Mr. Mochizuki that he has accepted your offer to purchase the chattels, etc., for an amount of \$2500.00, at the same time advising me that he will be prepared to turn over the business to you on or about the 1st of September, at which time he will be prepared to execute the Deed of Sale.

This business is registered in the name of his Father, Shokichi Mochizuki, who is now evacuated, but he completed Power of Attorney in favour of his son's wife for the express purpose of dealing with the transfer of title of these chattels. Mr. MacLennan has this on his files.

Mr. Mochizuki has also asked me to draw to your attention that the furniture in Rooms 1&2 is his personal property and is not part of the rooming house chattels.

Yours very truly,

H. D. CAMPBELL.

Per.

Agent for the Office of the Custodian
in this matter.

RCM:JM

August 18, 1942.

J. V. Clynne, Esq.,
Macrae, Duncan & Clynne,
602 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re- "Central Hotel"

I have to advise you that Mr. K. Mochizuki has instructed me to accept, on behalf of his Father, Shokichi Mochizuki, Mr. Peter Hem's offer to purchase the rooming house chattels of the 'Central Hotel'.

As you advised Mr. MacLennan, Mochizuki's Solicitor, under date of August 18, that your client Mr. C. E. Hope was prepared to enter into a two year lease with Mr. Peter Hem, subject to his being able to purchase Mochizuki's chattels, this matter seems to be finally arranged.

Mr. Mochizuki has asked me to advise Mr. Hem that he is prepared to turn over the premises to him on or about the 1st of September, at which time the lease can be drawn up and the Deed of Sale of the chattels executed.

Mr. Mochizuki Sr., who is the owner of these chattels, has been evacuated but in anticipation of the transfer of title to these chattels, deposited with Mr. MacLennan a Power of Attorney in favour of his daughter-in-law for the express purpose of dealing with this transfer.

Will you be good enough to advise your client, Mr. Hope, of these developments and that he will probably be called on some time around the 1st of September to complete the lease in favour of Mr. Peter Hem.

Yours very truly,

H. D. CAMPBELL.

Per.

Agent for the Office of the Custodian
in this matter.

RCM:JH

August 18, 1942.

Mr. M. Mochizuki,
42 E. Cordova Street,
Vancouver, B. C.

Dear Sir:

Re- "Central Hotel"

This is to acknowledge receipt of your letter of the 17th inst., advising me that you wish to accept Mr. Peter Hem's offer to purchase the chattels of the above rooming house owned by your Father, for an amount of \$2500.00, and that you will be prepared to turn over the premises to him on or about the 1st of September.

I have today advised Mr. Hem that you have accepted his offer, drawing to his attention the fact that the furniture in Rooms 1 & 2 is your personal property and not part of the rooming house chattels; this as requested by you.

I have also advised Mr. Clyne, as Mr. Hope's Solicitor, that in view of the fact that the sale of the chattels has been agreed on between yourself and Mr. Hem, his offer to rent the premises to Mr. Hem has been accepted.

As your Father, in anticipation of his being evacuated at the time of transfer of his title, drew a Power of Attorney in favour of your wife covering this specific transfer, I would ask you to see that she is available at whatever time is mutually agreed on by yourself and Mr. Hem, for the execution of the Deed of Sale. Your Solicitor, Mr. MacLennan, I understand has the Power of Attorney in his files.

Yours very truly,

H. D. CAMPBELL.

Per.

Agent for the Office of the Custodian
in this matter.

RCM:JM

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

TELEPHONE
PACIFIC 1357

LICENSED TRUSTEE
IN BANKRUPTCY

Your File No. 1908.

RECEIVED
AUG 25 1942

August 25, 1942.

Office of the Custodian,
Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Attention Mr. P. Douet:

Dear Sirs:

Re- MOCHIZUKI, Shookichi

Further to my report of August 18, and my telephone conversation with Mr. Douet yesterday, I wish to advise that it is expedient to complete the Deed of Sale, in connection with the chattels of the Central Hotel owned by the above Japanese evacuee, today. The reason for this is that the B. C. Security Commission is evacuating the Son and his family.

I forwarded to you on the 23rd of June, together with my report, Declaration under the Bulk Sales Act which was negative. My personal investigation of this situation over the succeeding two months has confirmed this statement. I also understand from Mr. Douet that there have been no claims filed, to date, with your Office against him.

Under the circumstances I therefore suggest that you authorize me to disburse immediately the sum of \$2,000.00 to Mochizuki and further suggest that you instruct me to retain the balance of the purchase price, being \$500.00 for the period of one month, and in event of my not receiving any notice from your Office that creditors' claims have been lodged against him, I will automatically release the balance to him.

In view of the fact that this transaction is being completed this afternoon, I would appreciate your telephone instructions covering this situation, to be confirmed subsequently in writing.

Yours very truly,

H. D. CAMPBELL.

Per. *H. D. Campbell*

RCM:JM

1908

August 26, 1942.

Mr. Harold D. Campbell,
808 - 812 Standard Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Shokichi MOCHIZUKI

We duly received your letter of the 18th of August, enclosing final report in connection with the sale of Mochizuki's chattels of the Central Hotel, and agree with you that the solution arrived at, namely, that Mr. Hen purchases the chattels for \$2,500, is very satisfactory, and we appreciate the large amount of work that has been involved in the handling of this transaction.

With reference to your letter of yesterday's date, we confirm our phone message to Mr. Messenger this morning whereby we agreed that payment to Mochizuki of \$1,500.00 is to be made on the signing of the documents, not \$2,000.00, as mentioned in your letter,

Respecting the balance of \$1,000.00, this must be sent to this office, and will be held to Mochizuki's credit until evacuation is complete, when we will deal with all credits on our files.

Yours truly,

F. G. Shears,
Assistant Manager.

3:57

RE - MOCHIZUKI, Shokichi

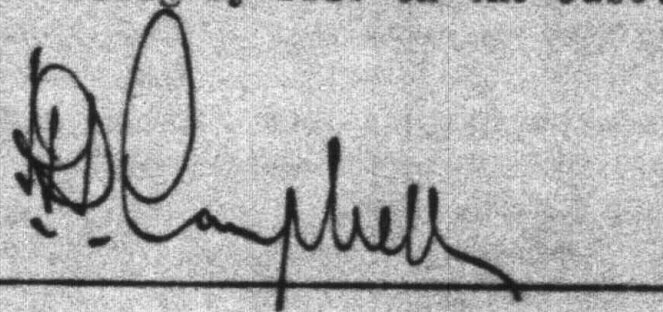
42 East Cordova Street, Vancouver, B. C.

- 00283

CENTRAL HOTEL

YOUR FILE NO. 1908

1. Further to my report to you of the 18th of August, and my further letter to you of the 25th of August, I would now advise you that all the details in connection with the sale of this property have been completed.
2. Although the Bill of Sale was executed on the 26th of August and the purchase price turned over to Norris and MacLennan, Solicitors, these funds have been withheld from Mr. Mochizuki pending the signature of the lease of the premises by Mr. C.E. Hope.
3. The lease has now been duly completed and, in accordance with the instructions in your letter of the 26th of August, the amount of \$1500.00 of the selling price of the rooming house chattels has been turned over to Mochizuki, Junior, in the form of a cheque to the father, less an amount of \$85.33 representing the legal fees owing to Norris and MacLennan for the period May 20th to date. The actual cheque payable to Shokichi Mochizuki drawn by Norris and MacLennan was an amount of \$1414.67.
4. I am enclosing herewith, as requested, cheque for \$1000, representing the balance of the selling price drawn to your order by Norris and MacLennan.
5. The Bill of Sale of the chattels and effects of the Central Hotel signed by Nobu Mochizuki, as Attorney in Fact for Shokichi Mochizuki, and also duly signed by Peter Hem, Edward Wong, and Adeline Wong as parties of the second part is enclosed herewith.
6. I am also enclosing Declaration under the Bulk Sales Act made by Nobu Mochizuki under her power of attorney, showing an amount owing of \$45.33 to Norris and MacLennan for legal services for June, 1942. This amount represents part of the legal fees mentioned above and which were deducted from that portion of the sale price turned over to Mochizuki and is therefore settled. In connection with the legal fees I am enclosing herewith a copy of the letter received from Norris and MacLennan covering their remittance and documents to me outlining the legal fee situation. Although Mochizuki expressed himself over the phone as entirely satisfied with Norris and MacLennan's charges and his endorsement of the cheque showing this deduction would appear to be sufficient acceptance of same, I have asked Mochizuki to send me a note confirming his acceptance of these legal fees. Personally, I consider them very reasonable considering not only the amount of time taken up with these affairs on Mr. MacLennan's part, but also from the point of view of the effectiveness of his services.
7. As all the personal belongings and chattels not covered by this Bill of Sale have been removed to outside the protected area, this disposes entirely of all the declared property of this Japanese evacuee and I am accordingly closing my file on the case.



September 12th, 1942.

"A"

This Indenture

made in **Triplicate** the **26th** day of **August** in the year
of our Lord one thousand nine hundred and **forty-two**.

BETWEEN

State Full Name
Address and
Occupation

SHOKICHI MOCHIZUKI, of 42 East Cordova Street,
in the City of Vancouver, Province of British
Columbia, Rooming House Proprietor,

hereinafter called the "Grantor," of the

First part, and

State Full Name
Address and
Occupation

PETER HEM, of 316 Powell Street, in the City
of Vancouver, Province of British Columbia,
Merchant; and **EDWARD WONG**, Labor Contractor, and
ADELINE WONG, Wife of Edward Wong, both of 42
East Cordova Street, in the said City and Province.
hereinafter called the "Grantee," of

the Second Part.

WHEREAS, the said Grantor is possessed of the goods, chattels and personal effects hereinafter set forth, described and enumerated, and hath contracted and agreed with the said Grantee for the absolute sale to him of the same, for the sum of **Two Thousand Five Hundred Dollars ---**
(\$2,500.00)-----

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement, and in consideration of the sum of **-----Two Thousand Five Hundred Dollars-----**

Dollars (\$2,500.) of lawful money

of Canada, now paid by the said Grantee to the said Grantor, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), the said Grantor HATH BARGAINED, sold, assigned, transferred and set over and by these presents DOTH BARGAIN, sell, assign, transfer and set over unto the said Grantee, ALL THOSE the said goods, chattels and personal effects hereinafter described that is to say: all the goods, chattels, furnishings, fixtures and effects, except the personal effects of the Grantor upon or about the premises known as the Central Hotel at 42 East Cordova Street, in the City of Vancouver, in the Province of British Columbia, and the rooming house and/or hotel business relating thereto, including the goodwill thereof, and all the right, title, or interest of the Grantor in and to the name of Central Hotel, and/or Central Rooming House, which said goods, chattels, furnishings, fixtures and effects are more particularly described in the schedule herein annexed and marked "B".

all of which said goods, chattels and effects are now in the possession of **the Grantor**
and are situate, lying and being in or upon and about **the Central Hotel, 42 East**
Cordova Street, in the
City of **Vancouver** in the County of
Vancouver in the Province of British Columbia.

AND all the right, title, interest, property, claim and demand whatsoever both at law and in equity, or otherwise howsoever, of him the said Grantor, of, in, to and out of the same, and every part thereof:

TO HAVE AND TO HOLD the said hereinbefore assigned goods chattels and effects and all of them and every part thereof, with the appurtenances thereto, and all the right, title and interest of the said Grantor thereto and therein, as aforesaid, unto and to the use of the said Grantee to and for his sole and only use For Ever:

AND the said Grantor DOTH hereby Covenant, Promise and Agree with the said Grantee in manner following, that is to say: THAT the said Grantor is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods, chattels and effects and all of them, and every part thereof: AND that the said Grantor now hath in him good right to assign the same unto the said Grantee in manner aforesaid, and according to the true intent and meaning of these presents:

AND that the said Grantee shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned goods, chattels and effects and every of them, and every part thereof, to and for his own use and benefit without any manner of hindrance interruption, molestation, claim or demand whatsoever of from or by the said Grantor or any person or persons whomsoever:

AND that free and clear, and freely and absolutely released and discharged or otherwise at the cost of the said Grantor, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever:

AND moreover, that the said Grantor and all persons rightfully claiming, or to claim any estate, right, title, or interest of, in, or to the said hereby assigned goods, chattels, and effects, and every of them, and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the said Grantee, but at the cost and charges of the said Grantee, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds, and assurances for the more effectually assigning and assuring the said hereby assigned goods, chattels and effects unto the said Grantee in manner aforesaid, and according to the true intent and meaning of these presents, as by the said Grantee, or his counsel, shall be reasonably advised or required.

CENTRAL ROOMS

This is Schedule "B" annexed to the Bill of Sale dated the 26th day of August, 1942, between Shokichi Mochizuki, Grantor, and Peter Hem, and Edward Wong and Adeline Wong, Grantees.

Number of Room	Number of Articles.
#4	1 Brown Steel Bed, Mattress and Springs 2 Sheets, 2 pillows and 2 pillow-cases 1 Towel, 2 Blankets (single), 1 bed-spread 1 Dresser, 1 chair
#5	1 Brown Steel Bed, mattress and springs, 2 Sheets, 2 pillows and 2 pillow-cases 1 Towel, 1 blanket, (single) 1 bed-spread 1 Dresser, 1 chair 1 table-end
#6	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows and 2 pillow-cases 1 Towel, 1 single blanket, 1 bed-spread 1 Dresser, 1 chair, 1 table-end
#7	1 Brown Steel Bed, mattress and springs 2 Sheets, 2 pillows and 2 pillow-cases 1 Towel, 1 single blanket, 1 bed-spread 1 Dresser, 1 chair
#8	1 Brown Steel Bed, mattress and springs 2 sheets, 2 pillows and 2 pillow-cases 1 towel, 2 single blankets, 1 bed-spread 1 dresser, 1 chair.
#9	1 Brown Steel Bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 Towels, 1 double, 2 single blankets 1 Dresser and dresser-runner, 1 chair
#10	1 Brown Steel Bed, mattress and springs 2 sheets, 2 pillows, 2 pillow-cases 2 Towels, 2 single blankets, 1 bed-spread 1 Dresser, 1 chair
#11	1 Brown Steel Bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 Towels, 2 single blankets, 1 bed-spread 1 Dresser, 1 chair, 1 table-end and cover
#12	1 White Steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 Towel, 1 single blanket, 1 comforter, 1 mirror
#13 (Front)	1 Brown steel double bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 Towel, 3 single blankets, 1 bed-spread 1 Dresser, dresser-runner, 1 table & top, 1 chair
#14 (Front)	1 Brown Steel Bed, mattress and springs, 2 Sheets, 2 pillows, 2 pillow-cases 1 Towel, 3 single blankets, 1 bed-spread 1 Dresser, dresser-runner, 1 table & cover, 1 chair
#15	1 Brown Steel Bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 Towel, 3 single blankets, 1 bed-spread 1 Dresser, dresser-runner, 1 table & cover, 1 chair
#16	1 Brown Steel Bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 Towels, 3 single blankets, 1 bed-spread 1 Dresser, dresser-runner, 1 table & cover, 1 chair

PAGE TWO.

Number of Room

Number of Articles.

#17	1 Brown Steel Bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 Towels, 3 single blankets, 1 bed-spread 1 Dresser, dresser-runner, 1 table & cover, 1 chair
#18	1 Brown Steel Bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 Towel, 2 single blankets, 1 bed-spread 1 Dresser, 1 chair
#19	1 Brown steel Bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 Towels, 2 single blankets, 1 bed-spread 1 Dresser, 1 chair, 1 table-end and cover
#20	1 Brown Steel Bed, mattress, and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 Towels, 2 single blankets, 1 bed-spread 1 Dresser, 1 chair, 1 table-end and cover
#21	1 Brown Steel Bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 Towels, 2 single blankets, 1 bed-spread 1 Dresser, 1 chair, 1 table-end and cover
#22	1 Brown steel bed, mattress and springs 2 sheets, 2 pillows, 2 pillow-cases 2 Towels, 2 single blankets, 1 bed-spread 1 Dresser, 1 Chair, 1 Table-end and cover
#23	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 Towels, 2 single blankets, 1 bed-spread 1 Dresser, 1 chair, 1 table-end and cover
#24	1 Brown steel bed, mattress and springs 2 sheets, 2 pillows, 2 pillow-cases 2 Towels, 2 single blankets, 1 bed-spread 1 Dresser, 1 chair, 1 table-end
#25	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 Towels, 2 single blankets, 1 bed-spread 1 Dresser, 1 Chair, 1 table-end, 2 curtains
#26	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 Towels, 2 single blankets, 1 comforter 1 Dresser, 1 chair, 1 table-end, 1 bed-spread
#27	1 Brown steel bed, mattress and springs 2 Sheets, 1 pillow, 1 pillow-case 2 single blankets, 1 comforter, 1 bed-spread 1 Dresser, 1 chair, 1 table-end and cover 1 small rug, 1 spitting pot
#28	1 Brown steel bed, mattress and springs 2 sheets, 2 pillows, 2 pillow-cases 2 single blankets, 1 comforter, 1 bed-spread 1 Dresser, 1 chair, 1 table-end and cover 1 small rug, 1 spitting pot
#29	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 single blankets, 1 comforter, 1 bed-spread 1 Dresser, 1 chair, 1 table-end & cover 1 small rug, 1 spitting pot

00

Page 1.

Number of Room	Number of Articles.
#30	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 single blankets, 1 comforter, 1 bed-spread 1 Dresser, 1 chair, 1 table-end and cover 1 small rug, 1 spitting pot
#31	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 Single blankets, 1 comforter, 1 bedspread 1 Dresser, 1 chair, 1 table-end & cover 1 Towel
#32	1 Brown steel bed, mattress and springs 2 sheets, 2 pillows, 2 pillow-cases 2 single blankets, 1 comforter, 1 bedspread 1 Dresser, 1 chair, 1 table-end 2 Towels
#33	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 3 single blankets, 1 bedspread 1 dresser, 1 chair, 1 table-end & cover 1 towel
#34	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 single blankets, 1 comforter, 1 bedspread 1 Dresser, 1 chair, 1 table-end
#35	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 3 single blankets, 1 comforter, 1 bedspread 1 dresser, 1 chair, 1 table-end
#36	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 single blankets, 1 comforter, 1 bedspread 1 Dresser, 1 chair
#37	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 3 blankets, single, 1 bedspread 1 dresser, 1 chair, 2 towels
#38	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 single blankets, 1 bedspread 1 dresser, 1 table-end and cover, 1 rug (small) 1 chair
#39	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 single blankets, 1 bedspread, 1 dresser, 1 table-end and cover, 1 chair 2 curtains
#40	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 3 single blankets, 1 bedspread 1 chair, 1 mirror, 1 towel
#41(front)	1 Brown steel bed, mattress and springs 2 pillows, 2 sheets, 2 pillow-cases 2 single blankets, 1 bedspread 1 dresser, 1 table-end, 1 chair 2 towels.

Number of Room

Page 4.

Number of Articles.

#42	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 single blanket, 1 double blanket, 1 bedspread 1 dresser, 1 table-end, 1 chair, 2 towels
#43	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 single blankets, 1 bedspread 1 dresser, 1 table-end, 1 chair
#44	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 3 single blankets, 1 bedspread 1 dresser, 1 chair
#45	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 Blanket, 1 comforter, 1 bedspread 1 Dresser, 1 chair
#46	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 single blankets, 1 double blanket, 1 bedspread 1 dresser, 1 chair
#47	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 single blankets, 1 double blanket, 1 bedspread 1 dresser, 1 table-end, 1 chair
#48	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 single blanket, 1 double blanket, 1 bedspread 1 dresser, 1 table-end, 1 chair
#49	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 single, 1 double blanket, 1 comforter 1 bedspread, 1 dresser, 1 table-end, & cover 1 chair
#50	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 single, 1 double blanket, 1 comforter 1 bedspread, 1 dresser, 1 chair, 2 towels
#51	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 single, 1 double blanket, 1 bedspread 1 dresser, 1 table-end & cover, 1 spitting pot
#52	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 single, 1 double blanket, 1 bedspread 1 dresser, 1 table-end, one towel
#53	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 single blankets, 1 comforter, 1 bedspread 1 dresser with runner, 1 chair, 2 curtains
#54	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 3 single blankets, 1 bedspread 1 chair, 1 mirror, 1 towel
#55(front)	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 single, 1 double blanket, 1 bedspread 1 dresser, 1 table-end, 1 chair, 1 small rug

Number of Room

Number of Articles.

#56	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 3 single blankets, 1 bedspread 1 dresser, 1 chair
#57	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 3 single blankets, 1 bedspread 1 dresser, 1 chair
#58	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 single, 1 double blankets, 1 bedspread 1 dresser, 1 chair
#59	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 dresser, 1 table-end, 1 chair
#60	1 Brown steel bed, mattress and springs 2 sheets, 2 pillows, 2 pillow-cases 1 single, 1 double blanket, 1 bedspread 1 dresser, 1 chair
#61	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 single, 1 double blanket, 1 bedspread 1 dresser, 1 chair, 1 towel.
#62	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 2 single blankets, 1 bedspread 1 dresser and runner, 1 chair, 1 towel
#63	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 single, 1 double blanket, 1 comforter, 1 bedspread 1 dresser, 1 table, 1 chair
#64	1 Brown steel bed, mattress and springs 2 sheets, 2 pillows, 2 pillow-cases 1 single, 1 double blanket, 1 comforter, 1 bedspread 1 dresser with runner, 1 chair
#65	1 white steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 bedspread, 2 towels 1 dresser, with runner, 1 chair
#66	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 single, 1 double blanket, 1 bedspread 1 dresser, 1 table-end, 1 chair, 1 small rug
#67	2 Brown steel beds, mattress and springs 2 sheets, 2 pillows, 2 pillow-cases 2 single, 2 double blankets, 1 comforter 2 bedspreads, 1 dresser, 2 chairs, 1 spitting pot
#68	1 Brown steel bed, mattress and springs 2 Sheets, 2 pillows, 2 pillow-cases 1 single, 1 double blanket, 1 bedspread 1 table & cover, 1 mirror
2nd floor	1 white steel bed, mattress and springs 3 Sheets, 1 pillow and pillow-case 2 single blankets, 1 bedspread 1 mirror, 1 table-end, 1 chair

Number of Room

Number of Articles.

3rd floor

1 white steel bed, mattress and springs
2 Sheets, 1 pillow and pillow-cases
2 single blankets, 1 bedspread
1 mirror, 1 table-end, 1 chair

4th floor

1 white steel bed, mattress and springs
2 sheets, 1 pillow and pillow-cases
1 single, 1 double blanket, 1 bedspread
1 chair, 1 mirror, 1 towel, 1 spitting pot

5th floor

1 white steel bed, mattress and springs
2 sheets, 1 pillow and pillow-cases
2 single blankets, 1 comforter, 1 bedspread
1 table-end and cover

Sixty-five (65) Congoleum rugs, being one
Congoleum rug in each of the rooms herein
mentioned, numbered 4-68, inclusive.

N. M.

AND it is expressly agreed between the parties hereto that all grants, covenants, rights, powers, privileges and liabilities, contained in this Bill of Sale shall be read and held to be made by and with, and granted to and imposed upon the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

WHEREVER the singular and the masculine are used throughout this Indenture the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first written above.

SIGNED, SEALED AND DELIVERED by
Nobu Mochizuki as the Attorney of
and in the name and on behalf of
the above-named Shokichi Mochizuki

In the presence of:

Marion I. Collier
2946 W. 35 Ave.,
Vancouver, B.C.
Marion I. Collier

Shokichi Mochizuki
By his attorney
Nobu Mochizuki

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the witness
sworn before me this *26th* day of *Sept* 1942

Marion I. Collier

day of

A.D. 1942

Marion I. Collier
Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

AFFIDAVIT OF BONA FIDES

"Bill of Sale Act"

British Columbia

3,

PETER HEM

City

of the Province of Vancouver, the Grantee in the foregoing Bill

TO WIT:

of British Columbia, make oath and say:

That the assignment therein made is bona fide for valuable consideration, namely **Two Thousand Five Hundred (\$2500)** Dollars, and that the consideration is duly set forth in the said Bill of Sale; and that it is not for the purpose of protecting the Goods and Chattels mentioned in the said Bill of Sale against the creditors of the Grantor therein named or of preventing the creditors of such Grantor from obtaining payment of any claim against the said Grantor.

SWORN before me at the City of Vancouver in the Province of British Columbia, this 26th day of August, A.D. 1942

A Commissioner for taking affidavits within British Columbia.

Peter Hem

NOHRIS & MACLENNAN,
Barristers & Solicitors,
Vancouver, B. C.
Murphy & Chapman, Ltd., Law Printers and Stationers
Vancouver, B.C.

Bill of Sale
(ABSOLUTE)
Form No. 14



TO

SHOKICHI MOCHIZUKI

DATED August 26th 1942

52239

AFFIDAVIT OF WITNESS

British Columbia

3,

MARION I. COLLIER

of Vancouver in the Province of British Columbia

TO WIT:

make oath and say as follows:

1.—That the paper-writing hereunto annexed, and marked "A," is a true copy of the Bill of Sale and every Schedule or Inventory thereto annexed, or therein referred to, and every attestation of the execution thereof, as made and given and executed by **Nobu Mochizuki, Attorney in Fact for Shokichi Mochizuki.**

2.—That the said Bill of Sale was made and given by the said **Nobu Mochizuki** on the **26th** day of **August** in the year of our Lord one thousand nine hundred and forty **-two.**

3.—That I was present and did see the said **Nobu Mochizuki**, in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said **26th** day of **August** in the year aforesaid.

4.—That the said **Nobu Mochizuki** at the time of making and giving the said Bill of Sale, resided and still resides at **42 East Cordova Street, in the City of Vancouver, British Columbia** and is **the wife of Masao Mochizuki.**

5.—That the name **Marion I. Collier** set and subscribed as the witness attesting the due execution thereof, is of the proper handwriting of me, this deponent, and that I reside at **2946 W. 35th Avenue, Vancouver, B. C.** and am a **stenographer**

Subscribed to and sworn before me, this **26th** day of **August**, A.D. 1942 at the City of Vancouver in the Province of British Columbia.

Marion I. Collier

A Commissioner for taking affidavits within British Columbia.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
AUG 28 1942
LICENSED TRUSTEE
IN BANKRUPTCY

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

TELEPHONE
PACIFIC 1357

August 27, 1942. ✓

Your File No. 1908.

Office of the Custodian,
Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Attention Mr. P. Doust:

Dear Sirs:

Re: MOCHIZUKI, Shokichi

I wish to acknowledge with thanks your letter of the 26th inst., approving of the arrangements in connection with the chattels of the 'Central Hotel', and expressing your appreciation of my efforts in this connection.

I note you advise that you are agreeable to my turning over to Mochizuki \$1500.00 on account of the purchase price and not \$2000.00 as suggested by myself, and will naturally conform thereto.

At the present time the total amount is being held by Mr. J. A. MacLennan, in trust, as the actual lease of the premises between Peter Hem and Mr. C. E. Hope has not as yet been signed. I understand this is to take place tomorrow the 28th inst., and on the execution of that Deed the money will be turned over to me and I will issue a cheque payable to the Father, who is the actual owner of the hotel equipment, Shokichi Mochizuki, for \$1500.00 and another one for the balance of \$1000.00 payable to your Office, as requested by you.

Yours very truly,

H. D. CAMPBELL.

Per

RCM:JM

*Phone
suggested*

*11/9
money now in
hand - cheque
will be sent
us.*

[Signature]

20

September 10th, 1942.

ATTENTION MR. MESSENGER

Harold D. Campbell, Esq.
Chartered Accountant,
Standard Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: MOCHIZUKI, Shokichi, and
Central Hotel, 42 East
Cordova St. Vancouver.

We acknowledge your letter of the 9th inst. and confirm your understanding that Mr. Hope has signed the Lease of the above premises to Peter Hem, Edward and Adeline Wong.

We have today given to Mr. Masao Mochizuki our cheque in favor of Shokichi Mochizuki for the sum of \$1,414.67, being the amount of \$1,500.00 on account of the purchase price of the chattels less our fees in the sum of \$85.33 for the period from May 20th, 1942 until the present time.

Since Mr. Shokichi Mochizuki is not in the City at the present time, it has been impossible for us to obtain his approval of the amount of our account rendered as suggested in your letter but it is the privilege of any client of a

September 10th, 1942.

Harold D. Campbell, Esq.

solicitor to tax the solicitor's bill before the Registrar and as solicitors, we are not primarily concerned with the approval by the clients of our accounts as rendered. Nevertheless, we wish to advise that we have discussed the amount of our account with Mr. Masao Mochizuki and he appears to be quite satisfied with the same. We have explained to him also that it is his privilege and the privilege of his father to question the amount and we would be glad to have the same taxed if he wishes. There has, however, in this case been no suggestion of any dissatisfaction on the part of the client and we have accordingly deducted the amount of our account from the proceeds of the sale accruing to Mr. Mochizuki.

We enclose herewith Bill of Sale from Shokichi Mochizuki to Peter Hem and Mr. and Mrs. Wong which is dated the 26th day of August, 1942 and was registered in the County Court Registry, Vancouver, on the 3rd inst. under Number 52239.

We also enclose herewith original Bulk Sales Declaration declared the 26th day of August, 1942, by Nobu Mochizuki pursuant to her Power of Attorney, showing that the only indebtedness of Mr. Shokichi Mochizuki as of that date was the sum of \$45.33 owing to us for legal services.

-3-

September 10th, 1942.

Harold D. Campbell, Esq.

At the time of the Bulk Sales Declaration our further account of September 2nd in the amount of \$40.00 had not yet been rendered and therefore, was not included in the Declaration.

We enclose herewith our cheque in favor of the Custodian of Enemy Property in the sum of \$1,000.00, being the balance of the purchase price herein. We understand that the \$1,000.00 will be held by the Custodian for a period of one month and if no claims are made by any creditors, the proceeds of the cheque will be forwarded to Mr. Shokichi Mochizuki at the end of such period.

Yours truly,

NORRIS & MacLENNAN,

Per: 

JAM/WS
ENCLS.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

RECEIVED

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B. C.

Done ✓
CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
SEP 15 1942

September 15th, 1942.

ATTENTION MR. ALEXANDER

The Custodian of Enemy Property,
509 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Central Hotel, Shokichi
Mochizuki

1908
00283

In accordance with instructions of the office of your Agent, Mr. H. D. Campbell, we forwarded the sum of \$1,000.00, being a portion of the proceeds of the sale of the chattels of the Central Hotel, 42 East Cordova St. Vancouver, to Mr. Campbell. As to the sum of \$1,414.67 thereof, we recently issued a cheque in accordance with instructions of Mr. Campbell, the said cheque being in favor of Mr. Shokichi Mochizuki. The balance of the proceeds of the sale in the sum of \$85.33 was deducted by us in payment of our account for legal services rendered.

Because Mr. Shokichi Mochizuki is not in the City but has been evacuated, Mrs. Nobu Mochizuki, the Attorney under Power of Attorney granted by Shokichi

By Mrs. Mochizuki
00697

September 15th, 1942.

The Custodian of Enemy Property:

Mochizuki, had difficulty in negotiating the cheque.

Under these circumstances, we have cancelled the previous cheque in favor of Shokichi Mochizuki for the sum of \$1,414.67 and have issued a new one in favor of G. W. McPherson, Deputy Custodian and have had the same certified.

We enclose herewith the said cheque, it being our understanding that you will now issue a new cheque to Mrs. Nobu Mochizuki for the said amount.

Yours truly,

NORRIS & MacLENNAN,

Per: 

JAM/WS
ENCL.

P. S. We enclose herewith also duplicate original Power of Attorney completed the 15th day of June, 1942.

JAM.

Know all Men by these Presents

that I, **SHOKICHI NOCHIZUKI, of 42 East Cordova Street, in the City of Vancouver,**

in the

Province of British Columbia, Rooming-House Proprietor,

for divers good causes and considerations, me thereunto moving, HAVE nominated, constituted, and appointed, and by these presents DO NOMINATE, CONSTITUTE, and APPOINT

NOBU NOCHIZUKI, of 42 East Cordova Street, in the City of Vancouver, in the Province of British Columbia, Married Woman,

as

Attorney

my true and lawful Attorney, for me and in my name, place and stead and on my behalf, to demand, recover and receive from all and every or any person or persons, company or companies whomsoever, all or any sum or sums of money, goods, chattels, effects, things or property whatsoever which now is or are or which shall or may hereafter be due, owing, payable or belonging to me for or in respect of or arising from any real or personal property or interest therein now owned or possessed by me, or which may hereafter be owned, possessed or acquired by or for me or for the principal money and interest now or hereafter to become payable to me upon or in respect of any mortgage or other security, or in respect to any contract or agreement for sale now owned or held by me, or hereafter acquired by me or for me, or for the interest or dividends to accrue or become payable to me for or in respect of any shares, stock or interest which I may now or hereafter hold in any Joint Stock or Incorporated Company or Companies, or for any moneys or securities for money which are now or hereafter may be due or owing or belonging to me upon any bond, note, bill or bills of exchange, balance of account current, consignment, contract, decree, judgment, order or execution, or for or upon any other account whatsoever.

AND upon the recovery or receipt of all and every or any said sum or sums of money, goods, chattels, effects, things or property for me and in my name and as my act and deed, to sign, seal, execute and deliver such good and sufficient receipts, releases, acquittances, reconveyances, surrenders, assignments, memorials, or other good and effectual discharges, as may be requisite, and which receipts, releases and discharges shall exempt the persons paying such moneys from all responsibility of seeing to the application thereof.

ALSO to dispose of, sell, transfer, assign and set over as a going concern or otherwise, my Hotel or Rooming-House business known as the Central Hotel at 42 Cordova Street East, in the City of Vancouver, in the Province of British Columbia, including the Goodwill thereof and including all or any part of the furniture, fixtures, chattels, equipment and things whatsoever belonging to me situate on or about the said premises, on such terms and to such person, firm, corporation or partnership as my Attorney may see fit.

ALSO to examine, state, settle, liquidate and adjust all or any account or accounts now or hereafter depending between me and any person or persons, company or companies whatsoever.

ALSO in case of neglect, refusal or delay on the part of any person or persons, company or companies, to make and render just, true and full account, payment, delivery and satisfaction of anything in the premises, him, them or any of them thereunto, to compel, and for that purpose for me and in my name to make such claims and demands, arrests, seizures, levies, attachments, distrains and sequestrations, or to commence, institute, sue and prosecute to judgment and execution such actions, ejectments and suits at law or in equity, as my said Attorney shall think fit.

ALSO to appear before all or any judges, magistrates or other officers of the courts of law or equity, and then and there to sue, plead, answer, defend and reply in all matters and causes concerning the premises.

AND ALSO in case of any difference or dispute with any person or persons concerning any of the matters aforesaid, or any other matters that may arise in connection with my property or business, or the powers hereby given, to submit any such differences and disputes to arbitration or umpirage in such manner as my said Attorney shall see fit.

AND to compound, compromise or accept in part satisfaction for the payment of the whole, any debt or sum of money payable to me, or to grant an extension of time for the payment of the same, either with or without taking security, and otherwise to act in respect to the same as to my said Attorney shall appear most expedient.

AND ALSO to exercise and execute all powers of sale or foreclosure, and all other powers and authorities vested in me by any mortgage or mortgages, contract or agreement, now or hereafter belonging to me as mortgagee or vendor.

AND to sign, draw, make, or endorse my name to any cheque or cheques or orders for the payment of money, bill or bills of exchange, or note or notes of hand, in which I am now or may hereafter be interested or concerned, or which my said Attorney may deem necessary, or which may be requisite.

AND ALSO in my name to draw upon any bank or banks, individual or individuals, for any sum or sums of money that is or are or may hereafter be to my credit, or which I am or may be entitled to receive, and the same to deposit in any bank or other place, and again at pleasure to draw from time to time as I could personally do.

AND to take possession of, manage, improve and let all my lands, tenements and hereditaments whatsoever and wheresoever situated, or any part thereof, whether now or hereafter owned by me, and to appoint agents or servants to assist him in managing the said property, and to displace or remove such agents or servants and appoint others in his discretion, and to receive the rents of any or all my lands, houses and other buildings, or any part thereof, to erect, pull down and repair buildings on any of my property, and insure any such buildings against loss or damage by fire, to make arrangements with tenants and to enter into leases of my said property for such period and upon such terms and conditions as my said Attorney may deem advisable; and to accept surrenders of leases and generally to deal with my property as effectually as I myself could do; and also to take all lawful proceedings by way of action or otherwise for recovery of rent in arrear, or for eviction of tenants.

AND from time to time, as my said Attorney may see fit, to lend or invest any moneys of mine now in my said Attorney's hands, or hereafter to come into his hands, upon mortgage of real estate or interest therein, or upon such other securities, either real or personal, as my said Attorney may see fit, and upon such terms and conditions as my said Attorney may deem advisable, and from time to time to alter or vary such investments and assign or transfer the same, and, should my said Attorney see fit, to invest such moneys in the purchase in my name of any property, either real or personal, upon such terms and conditions as my said Attorney may see fit.

AND to sell, exchange or absolutely dispose of or enter into contracts for the sale or disposal of, or exchange, at such time or times and upon such terms and conditions and for such price or prices, and either by public auction or private contract, and either together or in parcels, as my said Attorney may see fit, any lands, tenements, hereditaments or real property or interest therein, whether now owned by me or hereafter acquired by me, and any mortgages or other securities for money, stock, shares, bonds, goods, chattels and other personal property whatsoever, whether now owned by me or hereafter acquired by me, and to rescind or vary any contracts for sale, and to resell without being answerable for any loss occasioned thereby, and to assign, grant, transfer, convey or make over the same, and to receive any consideration, moneys arising therefrom, and give receipts therefor, respectively, to the purchaser or purchasers thereof, with power to give credit for the whole or any part of the purchase money thereof, and to permit the same to remain unpaid for whatever time and upon whatever security, either real or personal, as my said Attorney shall think proper.

AND to mortgage and borrow money upon the security of any or all of my property, either real or personal, and whether now owned by me or hereafter acquired by me, and wherever situated; or otherwise hypothecate or charge the same from time to time, and in such sums and upon such terms and conditions as my said Attorney may see fit, and for such purposes to sign, seal, execute and deliver all such mortgages or other instruments as may be necessary or advisable, which mortgages or instruments may contain such covenants, clauses and conditions as my said Attorney may deem expedient.

AND to give such bonds or promissory notes collateral to the said mortgages as may be necessary or proper in connection therewith, and to repay the said mortgage moneys at such times as to my said Attorney may seem expedient.

To take and accept any property or interest therein in satisfaction of any debt or obligation owing or payable to me, and to receive and execute any release, quit claim or conveyance in regard thereto which my said Attorney may deem advisable.

AND to vote at any meeting of any company or bank in which I may hold shares or be interested, and otherwise to act as my proxy or representative in respect of any shares now held or which may hereafter be acquired by me in any such company or bank.

AND in order to commence, execute or carry out any of the powers hereinbefore given, or for any other purpose, for me and in my name and as my act and deed, to sign, seal, execute, deliver and acknowledge all such assurances, deeds, covenants, indentures, agreements, leases, mortgages, assignments, releases and satisfactions of mortgage or other instruments in writing of whatsoever kind and nature as may be advisable or necessary.

AND generally to act in relation to the premises and do all other acts, deeds, matters and things as fully and effectually in all respects as I could do if personally present.

And I hereby Grant full Power to my said Attorney to substitute and appoint one or more Attorney or Attorneys under him, with the same or more limited powers, and such substitute or substitutes at pleasure to remove and others to appoint, I, the said

Shokichi Michizuki

hereby agreeing and covenanting for myself, my heirs, executors and administrators, to allow, ratify and confirm whatsoever my said Attorney or his or their substitute or substitutes shall do or cause to be done in the premises by virtue of these Presents, including in such confirmation whatsoever shall be done between the time of my decease or of the revocation of these Presents and the time of such decease or revocation becoming known to such Attorney or substitute or substitutes.

As Witness my hand and seal, this ^{15th} day of **June,**
in the year of our Lord one thousand nine hundred and **forty-two.**

Signed, Sealed and Delivered

IN THE PRESENCE OF

John Arthur MacLennan
602 W. Hastings St
Vancouver B.C.
Solicitor

Shiaki chi Mochizuki

CANADA,
PROVINCE OF BRITISH COLUMBIA,
To Wit:

1. **Nobu Nochimuki**

in the Province of

In the Matter of the Land Registry Act
and
In the Matter of the Within Power of Attorney.

of **the City of Vancouver,
British Columbia, Married Woman,**

solemnly declare and say that I am the attorney appointed by and mentioned in the within Power of Attorney, and that I am of the full age of twenty-one years and was of such full age at the time of my appointment under the said Power. And I make this Solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at **the City**
in the **Province of British Columbia,** this **15th**
day of **June**, A.D. 19 **42.**

Nobu. Modizuki

A Notary Public in and for the Province of British Columbia.

ROBERT A. McLENNAN,
Notary Public, etc.,
Vancouver, B. C.

Power of Attorney

NOBU NOCHIMUKI

TO

SHOKICHI NOCHIMUKI

DATED THE 15th June A.D. 1942.

LAND REGISTRY ACT

FOR MAKER OF A DEED

I **Hereby Certify** that, on the

15th

day of

June

, 19 **42**, at

, in the Province of British Columbia

the City of Vancouver

Shokichi Nochimuki

~~whose identity has been verified by the Registrar~~

, who is) personally known to me,

the person mentioned in the

~~instrument~~
appeared before me and acknowledged to me that

he is

annexed instrument as the maker thereof, and whose name

is

subscribed thereto as

part y, and that he knows the contents thereof, and that he executed the same voluntarily, and

is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office,

at **the City of Vancouver,**

in the Province of

British Columbia, this

15th

day of

June,

in the year of our Lord, one thousand nine hundred and **forty-two.**

[Signature]
A Commissioner for taking affidavits within British Columbia.

NOTE:—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

1908

September 18, 1942.

Mr. H. D. Campbell,
808 - 812 Standard Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Central Hotel, Shokichi MOCHIZUKI

We thank you for your letter of the 12th instant, enclosing your final report in connection with the sale of the chattels, furnishings, etc. of the Central Hotel, 42 East Cordova Street, by the above to the Chinese parties mentioned in the copy of agreement attached to the correspondence sent us. We also acknowledge receipt of your cheque for \$1,000, and our formal receipt for same is attached.

We would advise that as Mrs. Nobu Mochizuki had some difficulty in negotiating the cheque for \$1,414.67, issued by Norris & MacLennan in favour of Shokichi Mochizuki, this cheque was cancelled, and the above firm sent us a cheque for the amount in question. We yesterday issued a cheque for the amount mentioned to Mrs. Nobu Mochizuki so that this part of the matter is now in order.

Yours truly,

P. Douet,
Administration Department.

PD:BT

Enclosure.

September 18th, 1942.,
Vancouver, B. C.

Harold D. Campbell, Esq., C. A.,
Agent for the Office of the Custodian,
812 Standard Bank Bldg.,
Vancouver, B. C.

Attention Mr. R. C. Messenger:

Dear Sir:

This is to confirm my verbal arrangement
which I had made with you about 10 days ago to authorize
Mr. McLennan, the Lawyer to deduct \$85.33 from the
proceeds of my father's rooming house "The Central Hotel",
for his professional services in this matter.

Yours truly,

M. Mochizuki
M. Mochizuki

Shears

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

✓
TELEPHONE
PACIFIC 1357

OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION
RECEIVED
OCT 14 1942

October 13, 1942.

Your File No. 1908.

Office of the Custodian,
Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Attention Mr. F. G. Shears,
Assistant Manager.

Dear Sirs:

Re- MOCHIZUKI, Shokichi.

I was very pleased to receive today a letter from Mochizuki Jr. from McGillivray Falls, B. C., advising me that his Father was very appreciative of my efforts in untangling the unfortunate situation which had arisen in connection with the sale of the Central Hotel.

If you will remember, \$1500.00 was paid by you to the daughter under her Power of Attorney. As such an Instrument was subject to revocation at any time and might not have been in effect at the time of this distribution, I am particularly glad, on behalf of the Custodian's Office, that this letter has been received which to some extent accepts or acknowledges this method of settlement by the Father.

You will note that the last paragraph of his letter requests the settlement of the balance of the funds which are presently held by your Office and as there have been no claims against this man, I am personally satisfied that there are none outstanding, and would suggest that the matter of the distribution of this amount to him immediately should receive your consideration.

I am enclosing a short letter, together with the letter received today, which I received from Mochizuki Jr., prior to his departure, advising me that the fees charges against the realization by Mr. MacLennan are entirely satisfactory to him.

Yours very truly,

H. D. CAMPBELL.

Per. [Signature]

RCM:JM

HAROLD D. CAMPBELL

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

CHARTERED ACCOUNTANT

508-512 STANDARD BANK BUILDING

VANCOUVER, B. C.

RECEIVED
NOV 2 1942

TELEPHONE
PACIFIC 1357

October 31, 1942.

Your File No. 1908.

Office of the Custodian,
Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Attention Mr. F. G. Shears,
Assistant Manager.

Dear Sirs:

Re- MOCHIZUKI, Shokichi

I have today received a letter from Mr. Mochizuki acknowledging receipt of my recent letter which he says enclosed your cheque for \$500.00. This, of course, is an error as the issuance and delivery of the cheque was entirely in your hands. I simply acknowledged receipt of his request advising him that I was handing the letter over to your Office.

You will note that he states this arrangement is not in accordance with the conversation which he says he had with the writer. At the time that the funds covering the sale of his rooming house business were turned over to me, I enquired of Mr. Shears as to what distribution should be made and on what basis the balance would be held. Mr. Shears advised me that it would be satisfactory to your Office if \$1000.00 were retained and the balance paid over to Mochizuki.

At Mr. Mochizuki's request I enquired as to what distribution was to be made of the \$1000.00 held by the Custodian and was advised that this money would be only held temporarily, until such time as the Japanese evacuation was completed and claims and counter claims straightened out in your files, in order that a definite picture could be got of the situation and if there was no claim against Mochizuki, the money would be released to him. This information was passed on to Mr. Mochizuki at the same time as I received it over the telephone. I definitely made no statement that the money would be paid to him on the First of October.

As I am in no position to write Mochizuki authoritatively on your behalf, I suggest you again write a letter to him and endeavour to settle this matter.

Yours very truly,
H. D. CAMPBELL.

Per. *[Signature]*

RCM:JM

October 27th 1942
McGillivray Falls, B.C.

Mr. R. C. Messenger,
c/o Harold Campbell,
Standard Building,
Vancouver, B.C.

Dear Sir:-

I beg to acknowledge receipt of your letter of recent date enclosing therein custodian's cheque for \$500.00.

I understood from conversation with you that the balance of \$1,000.00 would be remitted to me here on October 1st. Your remittance, however, of \$500.00 is not in accordance with our understanding in Vancouver.

Will you kindly explain to me the reason why the Custodian have not lived up to line-up as per arrangement arrived at in Vancouver in regard to remittance to me of the balance.

Thanking you for your attention to this matter,

I am,

Yours very truly,

BY

M. Mochizuki
M. Mochizuki.

1908

✓
November 3rd, 1942.

Mr. Shokichi Mochizuki,
Japanese Registration No. 00283,
McGillivray Falls, B. C.

Dear Sir:

Mr. Messenger has passed on to us your letter of the 27th of October, and he points out in a covering letter to us that he did not make a statement to you to the effect that the balance of the money, namely \$1,000.00, would be paid to you on the 1st of October. Our original intention was that \$1,000.00 would be retained, but at your request for further funds we sent you a further \$500.00.

We would point out to you that it is part of our policy regarding all Japanese to retain for the time being part of monies paid into the Custodian until the Japanese evacuation is completed. In your particular case we appreciate you may have no liabilities, but we intend in the near future to advertise for any creditors relating to Japanese, and until this is done and our records are complete we regret that it will not be possible to send you further funds from your account.

Yours truly,

P. Doust,
Administration Department.

PD:BT

PHONE PACIFIC 6181
PLEASE REFER TO
FILE NO. 1908

CANADA
DEPARTMENT OF THE SECRETARY OF
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

EVACUATION SECTION	
STATE	JUL 6 1944
Rec'd	
File No.	Sp 5 (14)
Ans.	
Refer to	ROYAL BANK BLDG., VICTORIA, B.C.

June 23, 1944.

Mr. Shokichi MOCHIZUKI,
Registration No. 00283,
McMillan Falls, B. C.

Dear Sir:

Re: Monarch Life Pol. #P80345

Kindly find attached Monarch Life cheque
No. A 2197 in the amount of \$1,970.07 representing
the Cash Surrender Value of the above numbered pol-
icy.

Also please find attached a statement
from the Monarch Life in connection with same. Please
acknowledge receipt.

Yours truly,



S. M. Gibson,
Insurance Department

Shokichi Mochizuki

SMG:JS

Attach.

File

C. Lillmont, B.C.
Aug. 22/46

Office of the Custodian,
Hastings & Granville St.,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	AUG 24 1946
File No.	1908
Ans.	Spv
Referred	Spv

Dear Sir:-

I acknowledge the receipt of
\$50.00 which was sent to me, being the
balance due me on sale of my furnishings
at Central Hotel.

This was all the property left
by me in the protected area which
was vested by the Custodian.

Yours truly,
S. Machigula

00283