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## BUREAU HASTINGS PARK

OFFICE OF THE CUSTODIAN  
JAPANESE SECTION

FILE NO. 3644

EXHIBIT No. 1128-6

DATE OCT 1 5 1946

FILLED BY

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: MASUI Masao

HOME ADDRESS: 1182 W. 7th Ave., Vancouver, B.C.

REGISTRATION NUMBER 02310 SEX: Male AGE: 29

OCCUPATION: Cleaner

(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: H. Miyazawa, 620 E. 10th Ave., Vancouver, B.C.

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Eiko F# 13166 yellow card

ADDRESS OF WIFE OR HUSBAND: 1182 W. 7th Ave., Vancouver, B.C.

NAMES OF ANY LIVING CHILDREN: Marilyn

ADDRESS OF CHILDREN: 1182 W. 7th Ave., Vancouver, B.C.

AGE OF CHILDREN: 2.

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

1. LOCATION AND DESCRIPTION: 1023 McLean Drive, Vancouver, B.C. - 1 lot.

Block No. J. - (Lot D -3 to 6-31. BK J. D. L182) corner lot.

2. BUILDINGS AND OTHER IMPROVEMENTS: 7 room house - (frame construction)  
garage (single), green house.3. INSURANCE (Give particulars; state where policies are) Insurance on property is in  
declarant's possession and he is unable to give particulars. 1023 McLean Drive,  
Vancouver, B.C.4. TAXES (Amount and where payable) \$60.00 (approx.) paid to the Vancouver City Hall,  
1941 taxes paid.5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)  
Balance on house \$250.00 paid on installments to Ontario Devonshire and Loan Co.,  
London, Ontario. McLean Drive, Vancouver, B.C.6. OCCUPANCY AND LEASES (If vacant so state) Occupied by declarant's father and  
family - T.R. Takayasu, - step father.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS  
MacGregor, Johnson and Thomas,  
414 W. Pender St., Vancouver, B.C.  
None  
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST.  
None  
9. IF FARM LAND STATE CROPS SOWN

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: None

2. LANDLORD'S NAME AND ADDRESS: None

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None

4. STATE WHEREABOUTS OF LEASE: None

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: None

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

7. STATE WHEREABOUTS OF TITLE DOCUMENTS MacGregor, Johnson and Thomas,  
414 W. Pender St., Vancouver, B.C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN None

**STATEMENT OF REAL PROPERTY OCCUPIED**

1. LOCATION AND DESCRIPTION: None
2. LANDLORD'S NAME AND ADDRESS: None
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None
4. STATE WHEREABOUTS OF LEASE: None
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: None
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: \_\_\_\_\_

None

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)

12 \$5.00 War Saving Certificates - in owner's possession.

8. BANK ACCOUNTS: \_\_\_\_\_

None

9. LIFE INSURANCE: \_\_\_\_\_

Sun Life Assurance Co., for \$1,000.00 - 30 Year Endowment -

\$32.00 per year - Beneficiary - wife Eike - Policy No. unknown. Policy in owner's possession.

10. INTEREST IN ANY ESTATES OR TRUSTS: \_\_\_\_\_

None

11. SAFETY DEPOSIT BOX: \_\_\_\_\_

None

**LIABILITIES:**

1. PERSONAL DEBTS: \_\_\_\_\_

None

2. TRADE DEBTS: \_\_\_\_\_

None

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

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 11th day of April 1942.

(Signature) \_\_\_\_\_

*M. Maxin**Charlotte Wilks*

Witness

FOR DEPARTMENTAL USE \_\_\_\_\_

P. D. 30/11/42

INFORMATION FROM R.C.M.P.

Date July 24, 1943.

File No. 3644

Full Name MASUI, Massa (Mr.)  
(Surname in Block Letters)

Registration No. 02310

Male - Female  
(check)

Age February 14, 1913

Former Address 627 East 21st Avenue, Vancouver, B. C.

1182 7th Avenue, Vancouver, B. C.

Date Evacuated April 13, 1942

Naturalized - Canadian-Born - National  
(check)

Present Address 312 James St. North, Hamilton, Ontario.

☒ Married - Single  
(check)

Name of Wife (Nee ISERAKI) Eiko - #01603.

Name of Husband -----

Name of Mother (Nee TAKEUCHI) Kaoru

Name of Father Deceased

Names of Children under 16 Marilyn (F) 8/9/39

Sharon (F) 5/6/42

Requested by -----

Registered with Custodian Yes  
(Yes or No)

Additional Information Cleaner. Owner House and Property at 1023 McLean Drive,

Vancouver, B. C. (Correct spelling for mother's name is (Nee) TAKENOUCHI

REAL PROPERTY SUMMARY

JAPANESE NAME: Massa MASUI - - Reg. No. 02310.

CATALOGUE NO: 149.

PROPERTY ADDRESS: 1023 McLean Drive, Vancouver, B. C.

LEGAL DESCRIPTION: Subdivision "D" of Lots 3 to 6 Block 31 Subdivision "J", District Lot 182 Group 1 New Westminster District, Plan 2805.

TITLE: In the name of The Ontario Loan & Debenture Company.

ENCUMBRANCE: 8584-M - 8th April 1938, Right to Purchase to Massa Roy Masui for \$1750.00.

Vesting 35595 - 21st June 1943.

ASSESSED VALUE: 1942 -  
Land \$300.00  
Improvements \$900.00 Total \$1200.00 Taxes \$46.87.

CLASSIFICATION: City lot and dwelling. Mr. D.W. REEVE, in making his valuation for this property reported the district as not very desirable residential. The buildings on the property were a 1½ storey frame house 22 x 30, 7 rooms, stone wall foundation with basement with concrete floor in poor condition, and hot air furnace. Building about 35 years old and needing considerable repair. There was a one car garage on the property. At that time house was occupied by two tenants. His valuation of the property was \$1500.00.

HISTORY OF  
ADMINISTRATION:

The property was rented by McGregor Johnston & Thomas Ltd., agents appointed by Masui, to Lawson HEWITT as from the 6th June 1942 at \$35.00 per month. Hewitt later vacated the property and permitted J.A. STRAUB to take possession as tenant, which change of tenancy was consented to by Massa Masui. The total revenue from rentals received from Hewitt & Straub for the period 6th June 1942 to date of transfer of control of property - 6th November 1943, 17 months, at \$35.00 per month was \$595.00. Debits for expenses during this period amounted to \$499.08, leaving a net operating credit of \$145.92.

The Agreement of Sale registered as above, was dated the 9th October 1937. Of the consideration of \$1750.00 - \$300.00 was paid cash and the balance was to be paid \$25.00 monthly until the whole of the remaining principal and interest was paid in full, the vendor to pay all taxes, assessments and rates. McGregor Johnston & Thomas as agents for the vendor reported on the 1st April 1942 that the amount owing on the Agreement of Sale, principal and interest, was \$380.90. This balance was reduced from the revenue and at the date of closing adjustments stood at \$348.99, which was paid on the 15th November 1943. A Deed from the Ontario Loan & Debenture Co., bearing date 29th October 1943, and conveying to Massa Roy Masui, was received and registered on the 17th November 1943.

SOLD:

To Jane Garvin of the City of Vancouver for \$1525.00. Sale approved by the Advisory Committee on the 6th October 1943. Title

File 3644

EXHIBIT No.

DATE OCT 15 1948

FILLED BY

K. A. Christie

Title

transmitted to the Custodian and Deed dated 3rd November 1943 to the purchaser was granted and registered on the 17th November 1943.

FUNDS:

Released to the credit of Massa Masui, sale price \$1525.00, plus rentals from Hewitt & Straub - 17 months at \$35.00 per month - \$595.00, total \$2120.00; less Certificate of Encumbrance \$1.00, insurance \$9.35, commission rentals \$29.75, commission on sale \$76.25, repairs \$78.13, sundry \$26.95, taxes \$99.57, registration fee \$15.30, valuation \$5.00, advertising \$4.00, closing adjustments \$103.78, total \$449.08. Out of revenue was also paid in full, Agreement of Sale \$348.99, total \$798.07. Net amount released \$1321.93.

TITLE:

C. of T. 93737-L in the name of Jane Garvin issued on the 25th November 1943. This C. of T. was sent by the Titles Department to Mr. P.H. Russell of the Custodian Office. There is no record on file of delivery to purchaser.

OLD C. OF T.  
NO. 97445-K:

Sent to the Land Registry Office for cancellation 17th November 1943.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED June 25th, 1946.

IM:ML

*John Macpherson*

PERSONAL PROPERTY SUMMARY

File No. 3644

October 17, 1946

Re: Massa MASUI (Mr.)  
Reg. No. 02310.

Chattels:

This Evacuee declared that he had no chattels in the protected area of British Columbia. Some chattels, however, were removed from the premises 1023 McLean Drive formerly owned by Massa Masui and sold at auction, and the proceeds credited to his account. These were later transferred to Suspense Account. (See Supplementary Summary attached).

Specified  
Articles:

No Specified Articles are revealed on this file.

Bonds;etc.

This Evacuee declared 12 - \$5.00 War Savings Certificates in his own possession. No action regarding these certificates has been taken by the Custodian.

Life

Insurance:

A \$1000.00 Sun Life Assurance Company policy, 30-year Endowment, was declared by Massa MASUI as being in his possession. No action regarding this policy has been taken by this office.

NO OTHER PERSONAL PROPERTY OF ANY KIND WHATSOEVER BELONGING TO THE ABOVE JAPANESE PERSON IS REVEALED ON THIS FILE.

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

  
E. Robertson.

CHATELS SUMMARY

File No. 3644

October 17, 1946

Re: Massa MASUI (Mr.)  
Reg. No. 02310.

In his JP form dated April 11, 1942, this Evacuee declared he had no chattels in the protected area of British Columbia. However, in a letter dated July 23, 1942, from The London & Western Trusts Co. Ltd. they informed us they were advised by the tenant, L. Hewitt, that effects of the above Evacuee were removed by the Custodian to 992 Powell Street, Vancouver.

Under date of November 23, 1943, Mr. Spain states in a memo Mr. Smith reported that no chattels remained on the premises at 1023 McLean Drive, Vancouver. Our Inventory No. 460, dated November 25, 1943, shows that 1 carton was removed from the above address to 992 Powell Street and a number of articles were sold at Vancouver Auction No. 6. A home made table and bench were given to the Red Cross (see memo dated December 16/43) as they were considered unsalable by the Auctioneer. Net Proceeds were credited to the above account.

In our letter to Massa Masui dated July 8, 1946, we mentioned that the sum of \$3.83 derived from the sale of chattels and credited to his account had been transferred as he declared he had no chattels in the protected area. In his reply of September 11, 1946 Massa Masui stated the proceeds from the sale of chattels removed from 1023 McLean would belong to his mother, who lived there up to the time of the evacuation.

The chattels proceeds were transferred from Massa Masui's account according to memo of July 5, 1946 on file, and will be followed up on the mother's file, No. 8984, if they can be identified as her property.

Chattels in connection with this file now closed.

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

*E. Robertson*  
E. Robertson.

FIRE INSURANCE SUMMARY

File No. 3644

Re: Maura MASOI

Reg. No. 02310.

At the date of evacuation the dwelling house on this property was insured in the Employers' Liability Assurance Corp. Ltd. of London, England, policy 744567. This policy was renewed by policy 746489 on the 18th March 1943 in the amount of \$1700.00 for a period of 3 years expiring on the 1st April 1946 and the premium of \$9.35 was paid by the Custodian. The policy was transferred to Jane Gavin on the 11th December 1943 and refund of portion of the premium is accounted for in the closing adjustments of the sale.

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

  
DATED June 25th, 1945.

IM:ML



SUMMARY of LIABILITIES

File No. 3644

July 3rd, 1946

Re: Nassa MASUI (Mr.)  
Registration No. 02310.

This file reveals no claims against the above Japanese person. (A claim of \$3.00 was registered by Dr. Uchida, but was later withdrawn).

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

E. Robertson  
E. Robertson.

/ER

# This Agreement, made in duplicate this 9th

day of October in the year of Our Lord one thousand nine hundred and ~~forty~~thirty-seven

BETWEEN

THE ONTARIO LOAN & DEBENTURE COMPANY, a duly incorporated company having its head office at the City of London in the Province of Ontario,

Name,  
Address, and  
Occupation  
of Parties

hereinafter called the "Vendor" of the one part  
AND

MASSA ROY MASUI, Dry Cleaner, of 222 Clark Drive, in the City of Vancouver, in the Province of British Columbia,

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in City of Vancouver, in the Province of British Columbia, and being more particularly known and described as Subdivision "D" of Lots Three (3) to Six (6), in Block Thirty-one (31), Subdivision "J" of District Lot One hundred and eighty-two (182), Group One (1) New Westminster District, according to a map or plan of the said subdivision deposited in the Land Registry Office at the City of Vancouver aforesaid under No.2805.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of ONE THOUSAND SEVEN HUNDRED AND FIFTY (\$1,750.00)----- Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of THREE HUNDRED (\$300.00)----- Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows: \$1,450.00, together with interest thereon at Six (6) per centum per annum as well after as before maturity, computed from the 9th day of October, 1937, at the times and in the manner following: The sum of Twenty-five (\$25.00) Dollars shall be paid on the 9th day of each and every month after the date hereof beginning with the 9th day of November 1937 and thus continuing until the whole of the remaining principal and interest shall be paid in full, the amounts thus paid to be credited and applied as follows:— First, on the interest accrued at the dates of such payments and then the balance of such payments on the principal; PROVIDED that after default interest at the rate aforesaid shall accrue and be payable from day to day and that all interest in arrear shall bear interest at the rate aforesaid accruing and payable from day to day. ALL payments to be made at the offices of the Company at London, Ontario.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of ----- per cent. per annum payable -----

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOETH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed. THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith. IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOETH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREE AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor. AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste. AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof. THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser. AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided. AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

MASSA ROY MASUI  
1023 McLean Drive  
Vancouver, B.C.

or at such other address as the Purchaser shall specify in writing to the Vendor.

IT IS AGREED between the Vendor and the Purchaser that if the Purchaser at any time or times, in breach of his covenant, fails or neglects to pay any taxes, local improvement assessments, rates, sewer taxes, water charges or sprinkling taxes, there will be no obligation on the part of the Vendor to pay the same or any part thereof, and in the event of the lands covered by this Agreement being sold for taxes, local improvement assessments, rates, sewer taxes, water charges or sprinkling taxes, and the right to redeem forfeited or lost, the Vendor will be discharged and relieved from its covenant to convey the lands to the Purchaser, but that the Purchaser shall nevertheless remain liable to the Vendor for the balance of the purchase price, and interest on the sum remaining unpaid.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, 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; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

IN WITNESS WHEREOF the Ontario Loan & Debenture Company has hereby caused its corporate seal to be affixed and attested to by the signatures of its proper officers in that behalf at the City of London in the Province of Ontario.

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

SIGNED, SEALED AND DELIVERED  
in the Presence of:

Signature of Witness "E.W.Carpenter"

Street Address 39 Victor St.

City London, Ontario

Occupation Clerk

Witness

"Arthur Jones"  
254 Hastings St. East  
Vancouver, B.C.  
Agent.

THE CORPORATE SEAL OF THE VENDORS  
WAS HEREUNTO AFFIXED IN THE PRESENCE  
OF:

THE ONTARIO LOAN AND DEBENTURE COMPANY

"A.McPherson"

President

"T.H.Main"

Manager

SEAL

"F.E.A.McKellar"

Accountant

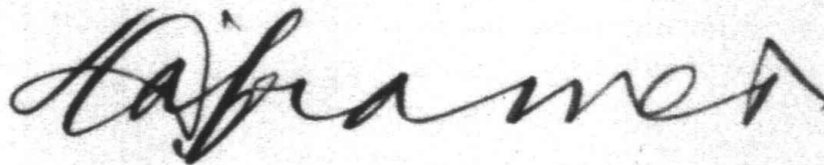
"MASSA ROY MUSUI"

SEAL.

#### ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

I HEREBY CERTIFY that on the 25 day of October, 1937 in the City of London in the Province of Ontario, Archibald McPherson, of the City of London in the County of Middlesex, T.H.Main of the said City of London in the County of Middlesex, and F.E.A.McKellar of the said City of London in the County of Middlesex, personally known to me, appeared before me and acknowledged to me that they are the President and Manager and Accountant respectively of the Ontario Loan & Debenture Company and that they are the persons who subscribed their names to the annexed instrument as President, Manager and Accountant of the said The Ontario Loan & Debenture Company.

THE ATTACHED IS A TRUE COPY OF THE AGREEMENT FOR SALE OF LAND  
BETWEEN THE ONTARIO LOAN & DEBENTURE COMPANY AND MASSA ROY MASUI  
DATED OCTOBER 9th, 1937.



A Notary Public in and for the  
Province of British Columbia

FEBRUARY 10, 1943.

Province of British Columbia  
To Wit:

of the City  
, in the Province of British Columbia,

make oath and say:

1. I was personally present and did see the within Instrument duly signed and executed by Messrs Roy Messul the party thereto, for the purposes named therein.
2. The said Instrument was executed at Vancouver, B.C.
3. I know the said party, and that he is of the full age of twenty-one years.
4. I am the subscribing witness to the said Instrument and am of the full age of sixteen years.

Sworn before me at the City of Vancouver  
in the Province of British Columbia, this 22  
day of October 1937

"Arthur Jones"

SEAL.

"D.C. Gibbens"

A Justice of the Peace  
Province of British Columbia

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

WALSH, BULL, HOUSNER, TUPPER  
RAY & CATBOLL, VANCOUVER, B. C.

**Epis Charis A Short On Limited Low Priced and Seasoned**  
**Yankee, N.C. Term No. 37**

# Agreement FOR SALE OF LAND

MASSA ROY MASUT

AND

COMPANY

THE ONTARIO LOAN & DEBITURE

**Daired**      **October 9th**      **194**      **37**

**FOR MAKER (INCLUDING MARRIED WOMEN)**

**I** Hereby Certify that, on the

day of \_\_\_\_\_ 1941, at \_\_\_\_\_

, in the Province of British Columbia,

(whose identity has been proved by the evidence on

, who is) personally known to me, appeared

the person mentioned in the annexed instrument as

subscribed thereto as part , that know the

of the full age of twenty-one years.

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

at \_\_\_\_\_ in the Province of \_\_\_\_\_

British Columbia, this    day of  
in the year of our Lord one thousand nine hundred and forty

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

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

[illegible]

COPY  
-----

1182 West 7th. Ave.  
Vancouver, B.C.  
April 8th. 1942.

McGregor, Johnston & Thomas Ltd.  
414 West Pender St.  
City.

Dear Sirs:            Re 1023 McLean Drive  
-----

I am hereby authorizing you to rent the house and property of the above address - after the present tenant, my mother ( Mrs. T.R. Takayasu) gives you notice that she is ready to vacate. Until she does she will pay over to you the monthly installments of \$25.00 per month that are due to the Ontario Loan and Debenture Co.

After she leaves I would like you to handle the renting, pay the monthly installments, and pay all the taxes on the house and property from the monies you would be collecting.

Any money that is left after all commissions have been deducted is to be kept by you until I write or call for the same.

This arrangement is to be followed until further words to the contrary by me.

Hoping this will work out satisfactorily for you  
and I            I am

Yours sincerely,

( Signed )       M. R. Masui

Ref: Your file No. 02310  
Our file No. 6641/18  
April 28, 1942

Massa Masui,  
1182 W. 7th Ave.,  
Vancouver, B.C.

EXHIBIT No. 1138-0  
DATE 04115 1942  
FILED BY K. A. Christie

OFFICE OF THE CUSTODIAN  
JAPANESE SECTION

RECEIVED  
APR 28 1942

1182 West 7th Avenue

*Owned by  
Tokine Kametaka 29 Dk  
Lot 101 Ak 314 7 Dk  
526  
#10467*

1. The property is located on the corner of 7th Ave. West and Alder St., entrance on 7th Ave., property in sawmill & industrial district.
2. This is a ten room frame house located about thirty feet from the street and five feet up from the street, house in fair condition, grounds unkept, eighteen fruit trees at side of house and along front of property; house requires paint. Lot 60x120. No garage on this property.
3. No inventory taken, family of evacuee still living in house.
4. None.
5. Clear title.
6. We recommend that the property be rented to suitable tenant.

1023 McLean Drive

1. This property is located on West side of street and the fourth property south of Parker St., in good district, chiefly city workers' homes.
2. Two storey frame house, full basement, cement floor, garage, entrance to garage, lane at rear of property; roof of house has been newly shingled. Lot 33x66.
3. No inventory of effects taken, family of evacuee still living in house.
4. Insurance Policy: Employers Liability Assurance Corporation, \$1700.00 - expires April 1st, 1943. Premium paid. (Verified).
5. Balance owing on Agreement for Sale held by the Ontario Loan & Debenture Co., London, Ont., is \$355 with interest @ 6%. The original amount of Agreement for Sale \$1750.00 (Verified). Agreement dated Oct. 9/1939. All payments on the above agreement were paid promptly.
6. We recommend that the property be rented when the evacuees vacate premises.

THE LONDON & WESTERN TRUSTS COMPANY LTD.

*John Hamilton*

EXHIBIT NO. 1188-7  
DATE OCT 15 1948  
FILED BY K. A. B. Smith

Registration number 11876

TAKAYESU, KAHORU ( MRS. TARU )

1023 McLean Drive, Vancouver, B.C.

LOCATION AND NATURE OF PROPERTY:

1023 McLean Drive, Vancouver, B.C.  
Sub. "D" of Lots 3 to 6, Block 31,  
Sub. "J" of D.L. 182, Group 1, New  
Westminster District, Plan 2805.

OWNERSHIP:

ROY MASUI, Step-son of Mrs. Takayesu.  
Mrs. Takayesu advises that her step-son is  
holding the property in trust for her.  
(The property is registered in the name of Ontario  
Land and Debenture Co., London, Ont. Purchased  
under Agreement for sale by Roy Masui.)

BUILDING:

A large frame and shingle dwelling on the West Side  
of McLean Drive just North of Venables St. The  
house contains hall, living-room, dining-room,  
kitchen and pantry on the ground floor. Open stair-  
way to four bedrooms, standard bathroom with separate  
toilet. Concrete basement, stone foundation, hot air  
heating plant, sawdust furnace which is partly dis-  
mantled. Frame garage at the rear of the property.

LAND:

The size of the Lot is 33 x 80.

TAXES:

No arrears.  
1942 taxes, gross \$50.72, rebate \$1.87, nett \$48.85.

ASSESSMENT:

Assessment of Land	\$ 300.00
Assessment of Building	1200.00
Total Assessed Value	<u>\$1500.00</u>

INSURANCE:

Regarding Insurance, we discussed this with Mrs.  
Takayesu and she advised that there was insurance on  
the property. We presume it is in the amount as  
shown on the form of the Office of the Custodian. She  
also advised that her daughter-in-law Mrs. Katsumi  
Takayesu would bring the policies in to this office  
or to the Office of the Custodian.

FINANCIAL POSITION:

The financial position of this property is fair. As  
shown above it was purchased from the Ontario Land and  
Debenture Company by Roy Masui on behalf of his step-  
mother under Agreement for Sale. We are advised that  
at the present time there is \$375.00 still owing on the  
said Agreement, to be paid to McGregor, Johnston and  
Thomas, 448 W. Pender Street, Vancouver, B.C. who are  
Agents for the Ontario Land and Debenture Company.  
This amount is payable to them at the rate of \$25.00  
per month.

Regarding Mrs. Takayesu's personal financial position,  
she states that she has paid the \$9.00 owing on the  
Vacuum Cleaner to the Goblin Vacuum Cleaners, Dominion  
Bank Building, and that she has no other personal  
liabilities. She also states that she has practically  
no money on hand.

FURNITURE:

In connection with the list of furniture which is shown on the Office of the Custodian Form, the writer checked these items and found them to be on the property. Mrs. Takayasu requests that she be allowed to take one "Easy" Electric Washing Machine and one Cabinet Phonograph with her. The balance of the articles are to be placed in storage by the Custodian.

REMARKS:

The above dwelling is also occupied by Mrs. Chigo Umazuki who is Mrs. Takayasu's daughter. She has a very large amount of furniture situated in the dwelling at the present time which she desires placed in storage. As we have reported on this property may we suggest that it might be advisable to also let us have the form covering Mrs. Umazuki's furniture, to eliminate any over-lapping.

RECOMMENDATIONS:

We recommend that the above property be rented unfurnished to a reliable tenant immediately upon the evacuation of Mrs. Takayasu, which we understand will take place on or about May 28th 1942. We would then collect the rents and pay the necessary monthly payment to McGregor, Johnston & Thomas under the Agreement for sale, namely \$25.00 per month, if this is satisfactory to your Department, or forward them to the office of the Custodian, if so instructed by you.

THE RENTAL VALUE:

The unfurnished rental value of the property is \$35.00 per month.

THE SALE VALUE:

A price of \$1800.00 gross would be the maximum value that we feel could be procured on today's market.

The above property was inspected on May 19th 1942 by the writer.

KER & KER LTD.

Per.

*Alan M. Ker*

CODE  
WESTERN UNION

W. WYLLIE JOHNSTON, PRESIDENT  
OWEN W. THOMAS, VICE-PRESIDENT  
THOMAS JENKINS, SECRETARY

CABLE ADDRESS:  
ABILITY, VANCOUVER  
TELEPHONE:  
PACIFIC 4374

## MCGREGOR JOHNSTON & THOMAS LIMITED

GENERAL INSURANCE AND FINANCIAL AGENTS

### MORTGAGE DEPARTMENT

REPRESENTING:

THE ONTARIO LOAN & DEBENTURE COMPANY  
(INCORPORATED AND ESTABLISHED 1870)  
CAPITAL (PAID UP) \$5,000,000  
RESERVE \$2,400,000

414 PENDER STREET WEST

VANCOUVER, B. C. 28th May, 1942.

*Mr. Shears  
agrees to change*  
Attention of Mr. Shears

The Custodian of Japanese Evacuees  
Royal Bank Bldg  
Vancouver, B.C.

Dear Sir,

re. No. 1023 McLean Drive- Massa Roy Masui.  
( Your File No. 8984-Kahoru Takayasu )

Referring to the writer's conversation with your Mr. Shear yesterday, regarding No. 1023 McLean Drive in this City and which property has been sold under Agreement for Sale by our principals, The Ontario Loan and Debenture Company to Massa Roy Masui; we now enclose for your information copy of a letter, dated 8th April, 1942, addressed to us by Masui and wherein he requested us to look after his property for him. We also enclose herewith a copy of a letter which we have received from Messrs. Ker & Ker, Limited, and dated 26th May, 1942 and in which they state they had been appointed by you to take charge of No. 1023 McLean Drive.

On looking over our records we find that we have been interested in this property since 1928.

We may say, that acting on the authority given us by Masui, we have already arranged for a new tenant to take over immediately the present occupant vacates.

We naturally do not like having our business, or information relating thereto, being handed over to other offices for reasons which are obvious. We regret that this is not the first time it has occurred.

We quite realize that the conditions are such that there is bound to be a certain amount of confusion but we trust however, that with the information we have given you, you will withdraw your instructions to Messrs. Ker & Ker, Limited.

Yours very truly,

MCGREGOR, JOHNSTON & THOMAS LTD.

OWT.

*Owen W. Thomas*  
Vice-Pres.

✓  
November 2, 1942

Memo for File No. 3644

Re: Massa MASUI

The property at 1182 West 7th Avenue,  
reported on by the London & Western Trusts Company Ltd.,  
has no connection with this File No. 3644 as it is  
owned by the above party's father-in-law, Tokue  
Kameoka, Internee File No. 166.

GDM/GH

WESTERN UNION

W. WYLLIE JOHNSTON, PRESIDENT  
OWEN W. THOMAS, VICE-PRESIDENT  
THOMAS JENKINS, SECRETARY

CABLE ADDRESS:  
ABILITY, VANCOUVER  
TELEPHONE:  
PACIFIC 4374

# MCGREGOR JOHNSTON & THOMAS LIMITED

GENERAL INSURANCE AND FINANCIAL AGENTS

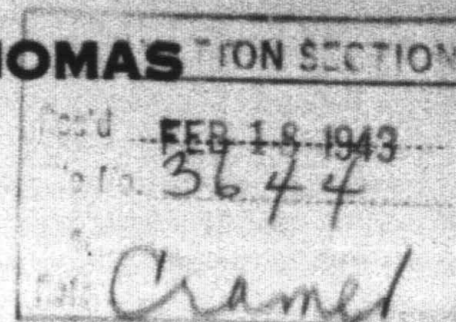
MORTGAGE DEPARTMENT

REPRESENTING:

THE ONTARIO LOAN & DEBENTURE COMPANY  
(INCORPORATED AND ESTABLISHED 1870)  
CAPITAL (PAID UP) \$5,000,000  
RESERVE \$2,400,000

414 PENDER STREET WEST

VANCOUVER, B. C. 17th February, 1943.



Dept. of the Secretary of State  
506 Royal Bank Bldg  
Granville & Hastings  
Vancouver, B.C.

Dear Sir,

re. A.S. 680-Masui (Your File No. 3644)

We are in receipt of your letter of the 11th inst. enclosing statement form and as requested, we return herewith the form duly completed.

As explained to Mr. D.A.Cramer of your Department, we do not keep the books of The Ontario Loan & Debenture Company here and we are therefore unable to insert the exact amount owing the Company as at this date. We have however, inserted the exact amount owing as at 1st April, 1942, from information given us by the Company at that time. Since the 1st April, 1942 we have, however, remitted to the Company the sum of \$225.00

We trust the enclosed form will meet your requirements.

Yours very truly,

MCGREGOR, JOHNSTON & THOMAS LTD.

Mumukshu Vice-Pres.

OWT.

CODE  
WESTERN UNION

W. WYLLIE JOHNSTON, PRESIDENT  
OWEN W. THOMAS, VICE-PRESIDENT  
THOMAS JENKINS, SECRETARY

CABLE ADDRESS:  
ABILITY, VANCOUVER  
TELEPHONE:  
PACIFIC 4274

# MCGREGOR JOHNSTON & THOMAS LIMITED

GENERAL INSURANCE AND FINANCIAL AGENTS

MORTGAGE DEPARTMENT

REPRESENTING:  
THE ONTARIO LOAN & DEBENTURE COMPANY  
(INCORPORATED AND ESTABLISHED 1870)  
CAPITAL (PAID UP) \$2,000,000  
RESERVE \$2,400,000

414 PENDER STREET WEST

VANCOUVER, B. C.

VACUATION SECTION  
JUN 1 1943  
File No. *11*  
Date *31st May, 1943*

Attention of Mr. P. Douet.

The Custodian  
Department of the Secretary of State  
Vancouver, B.C.

Dear Sir.

re. A.S. 680-Masui. Your file No. 3644.

In compliance with your request contained in your letter of the 17th inst. we enclose herewith statement, in duplicate, showing the receipts and disbursements in connection with 1023 McLean Drive.

Our statement of September, 1942, showed a balance on hand of \$26.00 and our present statement shows a debit balance of \$41.42 thereby leaving a net debit balance in our favour of \$15.42.

The tenant, L.B. Hewitt, vacated the premises but before doing so, permitted Joseph Straub to take possession, without our consent.

On account of the difficulty in getting possession from a tenant, we thought Masui might wish to take advantage of this opportunity, and sell the property rather than create another tenancy. We therefore wrote to Masui for instructions and we now have his instructions to continue renting the property. We have therefore told Mrs Straub that they may remain in possession and we have demanded payment of the rent for the month commencing 6th May, 1943, \$35.00.

Trusting you will find enclosures in order, we remain,

Yours very truly,

MCGREGOR JOHNSTON & THOMAS LTD.

*W. W. Johnston*  
Vice-Pres.

OWT.

*auth  
write  
re  
back*

414 West Pender Street  
Vancouver, B.C.  
July 10th. 1943

R.P. 3

The Custodian  
506 Royal Bank Bldg.  
675 West Hastings Street  
Vancouver, B.C.

EXHIBIT NO. 1188-F  
DATE OCT 15 1948  
FILLED BY K. G. Christie

Dear Sir:

re. 1023 McLean Drive-Vancouver, B.C.  
Lot "D" Lots 3-6, Blk. 31, Sub "J", D.L. 182  
Catalogue Parcel Number 149.

I hereby tender an offer to purchase the above  
mentioned property for the sum of \$1000.00 cash, and enclose  
herewith my certified cheque in your favour for the amount  
of \$100.00 in accordance with your requirements.

Yours very truly

Duncan H. Garvin

DOUGLAS W. REEVE, F. S. I.  
CHARTERED SURVEYOR AND VALUER  
GEORGE A. WATSON

EXHIBIT NO. 1139-2  
DATE OCT 15 1948  
FILLED BY K. A. B. Watson

TELEPHONE MARINE 8264  
CABLE ADDRESS "JONREE" VANCOUVER

**JOHNSON, REEVE AND WATSON**  
ESTATE AGENTS

VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES  
MEMBERS VANCOUVER REAL ESTATE EXCHANGE

BANK OF NOVA SCOTIA BUILDING  
408 WEST HASTINGS STREET  
VANCOUVER, B.C.

19th July, 1943.

The Custodian's Office,  
Vancouver, B.C.

File No. 3644

Dear Sir:

Catalogue No. 149  
Sub. "D" of Lots 3 to 6 Block 31 D.L. 182"J"  
1023 McLean Drive

We have inspected this property and beg to report as follows:-

<u>Location</u>	East end residential district. Not very desirable.
<u>Land</u>	33' x 80'. Wood walks.
<u>Building</u>	(1) 1½ storey frame house 22' x 30' stone wall foundation. Siding walls. Shingle roof with 2 large dormers. 1st floor, 3 rooms and pantry. 2nd floor, 4 rooms and bathroom. Basement, concrete floor (poor), hot air furnace, laundry tubs.
<u>Condition</u>	35 years old. Roof re-shingled not long ago. Siding and other exterior wood work needs repairs and paint. Front verandah settled. Chimney settled and cracked. Wiring and switches old. Plaster loose and broken on stairs and 2 bedrooms.
<u>Rent</u>	(2) Cheap, 1 car garage, plank floor.
<u>City</u>	\$35. (House occupied by two tenants)
<u>Assessment</u>	\$1,500 (Land \$300 Building \$1,200)
<u>Taxes</u>	\$48.85
<u>Appraisal</u>	The rent obtained is very high and will be reduced when the housing shortage is relieved. In view of this and the poor condition of the house, also the small area of the lot, we are of the opinion that the market value of this property is not more than \$1,500.~

Yours faithfully,

JOHNSON, REEVE & WATSON  
per D. W. Reeves

3644

REGISTERED

July 31st, 1943

Mr. Duncan H. Gavin,  
414 West Pender St.,  
Vancouver, B. C.

CP 1500

Dear Sir:

Re: Catalogue No. 149.

Your letter of the 18th instant enclosing cheque for \$100.00 and offer to purchase 1023 McLean Drive for the sum of \$1000.00 has been received and considered.

We are not able to accept this tender and are returning your cheque herein. No acceptable tender has been received on this property and we are now prepared to consider revised offers.

This property has been independently appraised and the Custodian will not be interested in any sum less than \$1,500.00.

If you should wish to submit another offer, subject to prior sale and other bids which may be received, we will be pleased to consider same.

It will not be necessary to send any deposit until we advise you whether your revised bid will be recommended for acceptance.

Yours truly,

F. G. Shears  
Director.

FOS/GH

Enc.

CODE  
WESTERN UNION

W. WYLLIE JOHNSTON, PRESIDENT  
OWEN W. THOMAS, VICE-PRESIDENT  
THOMAS JENKINS, SECRETARY

CABLE ADDRESS:  
ABILITY, VANCOUVER  
TELEPHONE:  
PACIFIC 4374

# MCGREGOR JOHNSTON & THOMAS LIMITED

GENERAL INSURANCE AND FINANCIAL AGENTS

## MORTGAGE DEPARTMENT

REPRESENTING:

THE ONTARIO LOAN & DEBENTURE COMPANY  
(INCORPORATED AND ESTABLISHED 1879)

CAPITAL (PAID UP) \$2,000,000  
RESERVE \$2,400,000

414 PENDER STREET WEST

VANCOUVER, B. C. 4th October, 1943.

For Attention of Mr. Shears.

The Department of the Secretary of State  
Japanese Evacuation Section.  
Vancouver, B.C.

CITATION SEC	
DATE	OCT 5 1943
FILE NO.	3644
ASS. FILE	6/10/42
REFERRED	Howe

Dear Sirs.

re. your File 3644-Masui (Catalogue No. 149) -  
No. 1023 McLean Drive.

We have a client who is prepared to pay \$1525.00 for the property known as No. 1023 McLean Drive, Vancouver, B.C., subject to adjustment of taxes etc and to the existing tenancy.

Will you kindly give this offer your consideration and advise us as to your decision and oblige,

Yours very truly,

MCGREGOR, JOHNSTON & THOMAS LTD.

Owen W. Thomas, Vice-Pres.

OWT.

CODE  
WESTERN UNION

W. WYLLIE JOHNSTON, PRESIDENT  
OWEN W. THOMAS, VICE-PRESIDENT  
THOMAS JENKINS, SECRETARY

CABLE ADDRESS:  
ASILITY, VANCOUVER  
TELEPHONE:  
PACIFIC 4374

## MCGREGOR JOHNSTON & THOMAS LIMITED

GENERAL INSURANCE AND FINANCIAL AGENTS

### MORTGAGE DEPARTMENT

REPRESENTING:

THE ONTARIO LOAN & DEBENTURE COMPANY  
(INCORPORATED AND ESTABLISHED 1878)

CAPITAL (PAID UP) \$2,000,000  
RESERVE \$2,400,000

414 PENDER STREET WEST

VANCOUVER, B.C. 13th Oct. 1943.

Rec'd	OCT 15 1943
File No.	3644
Ans.	that
Referred	James

Attention of Mr. Shears.

The Department of the Secretary of State  
Japanese Evacuation Section  
Vancouver, B.C.

Dear Sirs.

re. Catalogue No. 149, No. 1023 McLean Drive  
Your File No. 3644.

We thank you for your letter of the 6th inst. advising us that you are prepared to recommend the acceptance of an offer to purchase the above mentioned property for a price of \$1525.00.

As requested, we enclose herewith our certified cheque in favour of the Custodian for \$1525.00 being in full of the purchase price.

The Purchaser wishes the purchase to be effective as from the date of your letter, namely the 6th October, 1943 and subject to the existing tenancy and adjustment of Taxes, Insurance etc. as at that date.

This property was purchased by Massa Roy Masui from The Ontario Loan and Debenture Company under an Agreement for Sale dated the 9th October, 1937 and under which Agreement there remains unpaid a balance of approximately \$22.50.

We had to instal a furnace in this house last month at a cost of \$129.50. We have not paid for this yet but we shall have to do so. Against this disbursement, when made, we have a balance of rent on hand of \$64.03 thus leaving a balance due our firm of \$65.47 and which amount we shall look to you for payment when making the adjustments in respect of this sale.

The Purchaser's name, address and occupation is as follows.-

Jane Gavin of No. 3425 West 34th Avenue, Vancouver, B.C. wife of Duncan Henry Gavin.

The Purchaser is a British Subject.

*Previous to  
1. Had less  
572.00*  
30.98  
33.25  
8.27  
103.03

CODE  
WESTERN UNION

W. WYLLIE JOHNSTON, PRESIDENT  
OWEN W. THOMAS, VICE-PRESIDENT  
THOMAS JENKINS, SECRETARY

CABLE ADDRESS:  
ABILITY, VANCOUVER  
TELEPHONE:  
PACIFIC 4374

# McGREGOR JOHNSTON & THOMAS LIMITED

GENERAL INSURANCE AND FINANCIAL AGENTS

## MORTGAGE DEPARTMENT

REPRESENTING:

THE BRITISH LEND & MORTGAGE COMPANY  
(INCORPORATED AND ESTABLISHED 1907)

CAPITAL (PAID UP) \$2,000,000  
RESERVE \$2,400,000

414 PENDER STREET WEST

VANCOUVER, B. C. 13th Oct. 1945.

-2-

Dept. of the Secretary of State.

The house known as 1023 McLean Drive, Vancouver, B.C. is situate on Subdivision "D" of Lots 3 to 6, Block 31, Subdivision "J" of District Lot 182, Group 1, New Westminster District, Plan 2805.

We trust the information we have given will enable you to proceed with this sale and we now await word from you as to the decision of your Department at Ottawa.

Yours very truly,

McGREGOR, JOHNSTON & THOMAS LTD.

*Owen W. Thomas*

Vice-President

OWT.

C.C. Mrs. McArthur

3644

October 18th, 1943

Messrs. McGregor, Johnston, & Thomas Ltd.,  
414 Pender Street, West,  
Vancouver, B.C.

Dear Sirs:

Re: Catalogue No. 149,  
1923 McLean Drive

This will acknowledge receipt of your letter of the 13th instant in which you enclose your certified cheque for \$1525.00 being the full purchase price for the above property.

We note that you wish this property to be registered in the name of Jane Gavin (wife of Duncan Henry Gavin) 3425 West 34th Avenue, Vancouver, B.C., and that she is a British subject.

As previously advised, conveyance will be prepared and forwarded to Ottawa with our recommendation for acceptance.

Yours truly,

F.G. Shears,  
Director.

FGS/AV

Mr. Reeve's valuation - \$1,500.00

Committee approved - 6th October, 1943.

CODE  
WESTERN UNION

W. WYLLIE JOHNSTON, PRESIDENT  
OWEN W. THOMAS, VICE-PRESIDENT  
THOMAS JENKINS, SECRETARY

CABLE ADDRESS:  
ABILITY, VANCOUVER  
TELEPHONE:  
PACIFIC 4374

# MCGREGOR JOHNSTON & THOMAS LIMITED

GENERAL INSURANCE AND FINANCIAL AGENTS

## MORTGAGE DEPARTMENT

REPRESENTING:

THE ONTARIO LOAN & DEBENTURE COMPANY  
(INCORPORATED AND ESTABLISHED 1878)  
CAPITAL (PAID UP) \$5,000,000  
RESERVE \$2,400,000

414 PENDER STREET WEST

VANCOUVER, B. C. 26th Oct. 1943.

EVACUATION SECTION
Rec'd. OCT 27 1943
File No. _____
Ans. _____
Referred <i>Mr. Russell</i>

The Department of the Secretary of State  
Japanese Evacuation Section  
Vancouver, B.C.

Dear Sirs.

re. Catalogue No. 149 - Your file 3644.  
1023 McLean Drive.

In our letter of the 13th inst. we stated that the balance owing under the Agreement for Sale made between The Ontario Loan & Debenture Company and Roy Massa Masui was approximately, \$22.50. We now find that we were in error as to this and we wish to bring this to your attention.

Under date the 18th inst. we wrote to The Ontario Loan & Debenture Company and asked them to let us know the standing of their Agreement with Masui. We now have the Company's reply in which they state that the balance owing them is \$71.61 and interest at 6% thereon from the 9th April, 1943.

2.38 to 13/11  
Yours very truly,

MCGREGOR, JOHNSTON & THOMAS LTD.

*Owen W. Thomas*

Vice-Pres.

OWT.

2.38 to 13/11  
31  
30  
31  
30  
31  
30  
31  
15  
220

71.61  
2.38  
73.99

CODE  
WESTERN UNION

W. WYLLIE JOHNSTON, PRESIDENT  
OWEN W. THOMAS, VICE-PRESIDENT  
THOMAS JENKINS, SECRETARY

3644  
CABLE ADDRESS:  
ABILITY, VANCOUVER  
TELEPHONE:  
PACIFIC 4374

## MCGREGOR JOHNSTON & THOMAS LIMITED

GENERAL INSURANCE AND FINANCIAL AGENTS

### MORTGAGE DEPARTMENT

REPRESENTING:

THE ONTARIO LOAN & DEBENTURE COMPANY  
(INCORPORATED AND ESTABLISHED 1875)  
CAPITAL (PAID UP) \$2,000,000  
RESERVE \$2,400,000

414 PENDER STREET WEST

VANCOUVER, B. C. 15th Nov. 1945.

The Custodian  
Japanese Evacuation Section  
Vancouver, B.C.

Dear Sir,

re. Catalogue No. 149-No. 1023 McLean Drive  
(Your File No. 3644)

With reference to the sale of the above mentioned property to Mrs Jane Gavin, we now enclose a Deed of Land from The Ontario Loan and Debenture Company to Massa Roy Masui.

We also enclose two statements of account, the one dealing with the rental of the property showing a balance in our favour of \$32.22 and the other being a statement of adjustments in respect of the sale of this property to Mrs Jane Gavin and showing a balance in our favour of \$111.23 and which amount includes the sum of \$32.22 before mentioned.

Your cheque for \$73.99 appears to include interest to the 18th ult. but the Ontario Loan and Debenture Company is entitled to charge interest to the date of payment. The Company is also entitled to be reimbursed for the expense of drawing the Deed to Masui, \$5.00

If our statements are found in order, we shall be obliged for your cheque for \$111.23 in settlement, together with a Deed of the property to Mrs Jane Gavin.

Yours very truly,

MCGREGOR, JOHNSTON & THOMAS LTD.

*Owen W. Thomas*  
Vice-Pres.

OWT.

VANCOUVER, B.C. 15th November, 1943.

The Custodian

Japanese Evacuation Section, Vancouver, B.C.

IN ACCOUNT WITH

MCGREGOR, JOHNSTON &amp; THOMAS, LTD.

Insurance General Agents

R.E. 221.

STATEMENT OF ADJUSTMENTS re sale  
 Sub. "D" of Lots 3 to 6, Blk 31  
 Sub. "J" of D.L. 182 (No. 1023  
 McLean Drive) to Jane Gavin, as  
 at 18th October, 1943.

Oct. 13

To Cash

1525

- " Bal. due Ont. L & D. Co as  
 at 9th Apl. 1943 (Principal)
- " Int. on above to 15th Nov. '43
- " Drawing Deed to Masui
- " Bal. rent a/c as rendered
- " Rent, \$35-18th Oct. to 6th Nov.
- " Our Com. \$1525 @ 5%

71 61

2 60

5

32 22

21 45

76 25

OR.

By purchase price

- " Cash per Custodian
- " Water rates, \$14.95 (1/2 year)
- " Taxes, \$48.85
- " Insurance, \$9.55 (Policy No.  
 746489 Employers, \$1700.00  
 expires 1st Apl. 1946
- " BALANCE.-

1525

75 99

6 07

7 90

7 94

111 23

1734 13

1734 13

To Balance.-

111 23

Ken Reynolds  
 111.23  
 745  
 103.78

2152  
 76.25

paid in O.K. as  
 to advertisement  
 and the balance  
 of 32.22 item  
 in mbr.  
 include  
 10/1/44

File No. 3644  
Catalogue No. 149

December 1st, 1943.

MEMORANDUM

TO: Mr. P. H. Russell

FROM: Mr. D. A. Cramer

Massa Roy NASUI  
Subdivision "D" of  
Lots 3 to 6, Blk. 31,  
S.D. "J", D.L. 182, Op. 1,  
Plan 2805.

With reference to the above property which was recorded in the Vancouver Land Registry Office, November 17th, 1943, we enclose herewith the following documents in connection therewith.

1. Copy of application number 93735-L dated November 17th, 1943, registering the property from the Ontario Loan & Debenture Co. to Massa Roy NASUI. (Deed).
2. Copy of application number 93736-L dated November 17th, 1943, registering the property in the name of the Custodian (Transmission).
3. Copy of application number 93737-L dated November 17th, 1943, registering the property in the name of Jane Gavin (Deed).
4. Duplicate of Transmission dated November 3rd, 1943.
5. Duplicate of Deed dated November 3rd, 1943 - Secretary of State to Jane Gavin.
6. Certificate of Indefeasible Title number 93737-L dated November 25th, 1943, covering the above property in the name of Jane Gavin.

*D. A. Cramer*

DAC:JS  
Encls.

File No. 3644  
Catalogue No. 149  
1023 McLean Drive  
D/3-6/31/1/182

Receipt of Certificate of Title No. 93737-L is by me hereby acknowledged  
and I agree that all adjustments and incidents in connection with the sale  
to me of property covered by the said certificate have been settled.  
Receipt is acknowledged also of copy of Employers' Liability Assurance  
Corporation Ltd. policy No. 746489 with assignment thereof in quadruplicate.

Dated at Vancouver, B. C., this 17<sup>th</sup> day of December, 1943.

(Mrs) Jane Gavin

File No. 3644

December 16th, 1943.

MEMORANDUM

TO: File

FROM: Mr. Geo. B. Spain

Re: 1023 McLean Drive

The undermentioned articles were considered  
by the auctioneer as unsaleable and were given to the  
Red Cross:-

- 1 Homemade Bench
- 1 Homemade Table.

GBS/HMS



( TO BE FILED ON TOP OF SUMMARY )

MEMORANDUM

July 4, 1946

TO: Mrs. E. Robertson

FROM: Mr. Spain

Re: Chattels ex 1023 McLean Drive

With reference to the above, I have examined all the files of the Takayasu family and the Masui family and none of them indicate ownership of the articles sold in Vancouver Auction No. 6 for a net amount of \$3.83. According to our warehouse records the chattels were removed directly from 1023 McLean Drive to the auction floor at 992 Powell Street.

Proceeds of auction sale No. 6 should be transferred to auction suspense account with the single exception of 1 step-ladder which is listed on file No. 3686 as owned by Masuo TAKAYASU and not otherwise accounted for.

GBS/ER

6

3644

December 4, 1943.

Mr. Hassan HASUL,  
Registration No. 02310,  
Popoff Farms,  
Slocan, B. C.

Dear Sir:

Re: Catalogue No. 149  
1023 McLean Drive  
D/3-4/31/1/182

Please be informed that 1023 McLean Drive has been sold as of October 18th for the sum of \$1,525.00 which is equal to or in excess of the value attached to these premises by an independent appraiser.

Rents, less expenses, up to the mentioned date have been credited to your account and adjustments of unearned taxes and any insurance premiums have also been credited to you.

The net result of the sale is as follows:

Sale price		\$1,525.00
Less balance paid on Right to Purchase	\$73.99	
Less commission @ 5%	<u>76.25</u>	<u>150.24</u>
Net credit to your account		<u>\$1,374.76</u>

These funds are available to you in the usual way.

Yours truly,

PHR:MA  
cc B. C. Security Commission

F. H. Russell,  
Administration Department.

3644

R.P.6

October 26th, 1945

Mr. Masao MASUI,  
Reg. No. 02310,  
312 James Street North,  
Hamilton, Ontario.

Dear Sir:

Re: Catalogue No. 149  
1023 McLean Drive, Vancouver, B.C.  
D/ of 3 to 6/11/1/182

You have already been advised that the above property was sold for \$1525.00, based on an independent appraisal and as proved by the Advisory Committee.

You have not, however, been forwarded one of our revised net proceeds statements which gives full particulars of the sale. This statement is now attached, which shows the net proceeds from the above sale in the amount of \$1376.60.

We are also enclosing a general statement of your account which you will observe includes the above figure and shows there is standing to your credit the sum of \$225.76.

Yours truly,

P. Doust,  
Administration Department

PD/ER  
Enc. 2  
cc Department of Labour, Japanese Division.

STATEMENT RE SALE OF:

Name: **MAHUI, Kasea #02310**

Catalogue No: **149**

File No: **3644**

Street Address: **1023 McLean Drive, Vancouver, B. C.**

Legal Description: **1/4 of 3 to 6/31/1962**

Date of Sale and Adjustments ..... **October 15, 1943.**

Sale Price		<b>\$ 1,525.00</b>
Real Estate Agents Commission	<b>\$ 70.25</b>	
Charge for Valuation	<b>5.00</b>	
Charge for Advertising	<b>4.00</b>	
Land Registry Office Transmission Fee	<b>7.55</b>	
Encumbrances:		
Unpaid Vendor	<b>72.75</b>	
Dwelling Debt	<b>5.00</b>	
Mortgage		
Arrears of Taxes		
Other charges		
Adjustments:		
Fire Insurance		<b>7.24</b>
Taxes		<b>9.90</b>
Water		<b>6.07</b>
	<b>\$ 172.31</b>	<b>1,548.91</b>
Net Proceeds credited to your account	<b>as of Oct. 15/43</b>	<b>\$1,376.60</b>

**September 14, 1943.**  
Date:.....

**George Peters**  
Compiled by:.....

3644

REGISTERED - AIR MAIL

July 8th, 1946.

Mr. Massa MASUI,  
Reg. No. 02310,  
312 James St. N.,  
Hamilton, Ontario.

Dear Sir:

In reply to your request for the balance of your funds we enclose herewith Custodian cheque in the sum of \$221.93, which represents your total credit with the Custodian.

You were forwarded a statement of your account on October 26, 1945, which showed a credit balance in your account of \$225.76. Since that date we have transferred from your account the sum of \$3.83, representing the proceeds derived from the sale of chattels removed from 1023 McLean Drive, as on going through your file we find that you declared to the Custodian that you owned no chattels in the protected area and did not occupy the above premises.

It would now appear that we have accounted for all the property of every kind left by you in the protected area which vested in the Custodian, and in order that you may confirm this and acknowledge the cheque we are enclosing a stamped and addressed envelope for your convenience in replying.

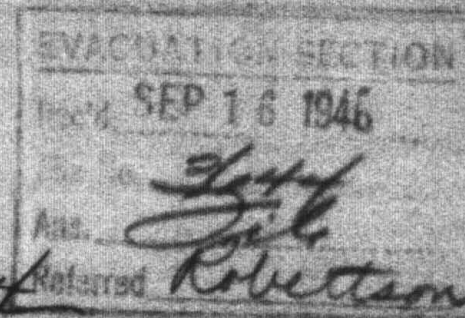
Yours truly,

A. G. McArthur,  
Administration Department.

/ER  
Enc. 2

312 James St. North  
Hamilton Ont  
Sept. 11<sup>th</sup> 1946

Office of the Custodian  
Japanese Evacuation Section  
Vancouver B.C.



Dear Sir:

Re File # 364

I hereby acknowledge the receipt of the  
cheque for \$221.93 which represents  
the balance of the funds which were in  
my credit.

The proceeds from the sale of the  
chattels you mentioned in the last letter  
would belong to my mother who was living  
at 1023 MacLean Drive up to the time of her  
evacuation. Her name is Mrs. Kamei Kayden  
and lives at 252 MacNab Street North of this  
city.

Although this last cheque accounts for  
all the monies credited to me through the  
forced sale of my property, it must be under-  
stood that I did not at any time condone or  
support the sale of the said property, having refused  
firmly to consider such a course even to my  
former rental agents viz. MacGregor Johnson & Thomas of  
Vancouver who wanted to sell it for me.

Yours truly

M. Masui

REG # 02310

JAN 14 1948

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,  
Office of the Custodian,  
Royal Bank Bldg.,  
Vancouver, B.C.

3644

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

- (1) NAME MASUI MASSA (Roy) (RCMP) Reg. No. 02310  
(Print) Surname Given Name
- (2) Pre-Evacuation Address 627 E 2nd Ave. & 1182 St. 7th Ave Vancouver BC
- (3) Present Address 113 McCaul St. Toronto
- (4) REAL ESTATE
- (a) Street Address (if any) 1023 Maclean Drive Vancouver BC  
City or Municipality Province
- (b) Legal description (lot number, block number, section number, etc.) Sub Div "D"  
4 Lots 3-6 Sub Div J of DL 182  
GR 1 N.W.D. Plan 2805
- (c) Type of Real Property (cross out words which do not apply):
- (i) ~~Farm~~  
(ii) ~~Residence~~ Type of business \_\_\_\_\_  
(iii) ~~Business~~  
(iv) Any other type of property (describe) \_\_\_\_\_
- (d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) Sole owner
- (e) Fair market value at date of sale (estimate this to the best of your ability):
- (i) Land - - - - - \$ \_\_\_\_\_
- (ii) Buildings - - - - - \$ \_\_\_\_\_
- (iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - \$ \_\_\_\_\_
- (iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 3000.00
- (v) Amount at which Custodian sold property and credited your account - - - \$ 1396.67
- (f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 1603.33
- (5) PERSONAL PROPERTY
- (a) Place or places at which property was left by the claimant at date of evacuation \_\_\_\_\_
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.) \_\_\_\_\_
- (c) How stored or packed at time of evacuation \_\_\_\_\_

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

(e) Itemized description of personal property which is the subject of the claim:	Estimated Value \$
1.	Estimated Value \$
2.	Estimated Value \$
3.	Estimated Value \$
4.	Estimated Value \$
5.	Estimated Value \$
6.	Estimated Value \$
7.	Estimated Value \$
8.	Estimated Value \$
9.	Estimated Value \$
10.	Estimated Value \$
TOTAL CLAIM FOR PROPERTY LOSS \$	

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e))

(6) (a) Place at which claimant prefers to be heard.  
(Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)  
(b) Do you require the services of an interpreter at the hearing? Yes or no

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA  
County of York  
TO WIT:

I, Maria Masul  
of Toronto  
DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief 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 Toronto  
in the County of York  
this 10th day of January

A.D. 1948.

*Ra. J. J.*  
A Commissioner etc.

N.B.—THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

3644

October 6th, 1950.

Mr. Masao MASUI,  
580 Laurier Ave.,  
Toronto 10, Ont.

Dear Sir:

Re: Japanese Property Claims Commission  
Case No. 1133

We have received from the Co-Operative Committee on Japanese Canadians, Release executed by yourself covering the award recommended under the above Commission, for the sum of \$250.00.

Cheque for \$249.26 is enclosed herein, and the sum of \$0.74 has been paid to the Co-Operative Committee on Japanese Canadians for legal fees as authorized.

Yours truly,

F. G. Shears,  
Director.

FGS/js  
1 encl.

Name of Claimant **MAST, Mass**Case **1133**Custodian File **3644**

<u>REAL PROPERTY</u>										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
<b>1525</b>					<b>SPECIAL OF \$250.00</b>					<b>250.00</b>
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
<b>TOTAL RECOMMENDATION</b>										<b>250.00</b>

DEFENSE BRIEF

Toronto, Ont.  
October 15, 1948.

Masasa MASUI

File No. 3644

Case No. 1133

REAL PROPERTY CLAIM

(All Claims shown are Gross)

Real Property  
Claim

\$3000.00

Appraisal

\$ 1500.00

Sale Price

\$ 1525.00

Witness: D. W. Reeve - appraiser.

NOTE: Claimant states the house is a 2-storey one, not 1½-storey as reported by Mr. Reeve. (See Trans. 5, Lines 5-15 and 25-30, and Trans. 6, Lines 1 - 7).

Ref. (1) Mr. Reeve, in his report of July 19, 1943, states the house ~~was~~ is 35 years of age, and in poor condition.

See NOTE below.

Submission: Trans. 9, Lines 4 & 5 -

"It is submitted that this property was sold at its fair market value".

Summary of Defense  
Witnesses

Where Required

Documents to  
be filed

Witness Proving  
Same

D. W. Reeve - appraiser

NOTE: One tender for \$100.00 was received July 10/43.

Rejected.

One offer for \$1525.00 was received Oct. 4/43 and was accepted.

/ER  
Feb. 8/49.

1  
2 IN THE MATTER OF THE "INQUIRIES ACT"  
3 PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 92.  
4

5 JAPANESE PROPERTY CLAIMS COMMISSION  
6

7 B E F O R E  
8

9 HIS HONOUR, JUDGE M.A. MILLER, SUB-COMMISSIONER.  
10

11 Toronto, Ontario,  
12

13 October 15, 1946.  
14

15 IN THE MATTER OF THE CLAIM OF  
16

17 MIASA MASUI  
18

19 PROCEEDINGS AT HEARING  
20

21 APPEARANCES:  
22

23 K.A. CHRISTIE, ESQ., K.C., appearing for the  
24 Dominion Government,  
25

26 H.A. BEST, ESQ., appearing for the  
27 Claimant.  
28

29 A. SMITH, ESQ.,  
30

Secretary,

G.N.R. UPTON, ESQ.,

Official Interpreter,

A.O. VITCH, ESQ.,

Official Reporter.

M. Masui,  
D.V., et al.

MASUI MASUI, the claimant herein, being first  
only sworn, testified as follows:

DIRECT EXAMINATION BY MR. BERT:

Q. Is that your signature?

A. It is my signature.

Q. Was that record prepared upon your instructions?  
A. That is so.

Q. And do you swear the contents of it are  
true? A. They are true.

MR. BERT: I am tendering as Exhibit 1 the  
Real Estate other than Farm Land, particulars.

(PARTICULARS OF REAL ESTATE OTHER THAN FARM  
LAND, MARKED EXHIBIT NO. 1)

Q. I understand that before evocation you  
lived at 1023 MacLean Drive, Vancouver. Is that correct  
Mr. Masui? A. Yes.

Q. And you are claiming now for your loss  
on that house. Is that the situation?

A. That is right.

Q. According to your claim as filed you  
bought this house in 1937 for \$1750.; is that the  
situation?

A. Yes.

Q. Now, there are several rather large items  
of repairs apparently done between 1933 and 1942,  
electrical outlets installed?

A. Yes.

Q. Making a room in the basement?

A. That is right.

M. Mural,  
Dir. et.

1 Q. And repairs to the walls and fences as  
2 well as reshingling the roof?

3 A. That is right.

4 Q. Did you, yourself, do that work or did you  
5 have someone else do it?

6 A. My brothers and my father were with us.  
7 I have four brothers and my father. They all chipped  
8 in and did the repairs.

9 Q. So that you did not have to pay out very  
10 much money for labour?

11 A. That is right.

12 Q. I see.

13 I wonder if my friend could file the appraisal?

14 MR. CHRISTIE: I tender as Exhibit 3 the apprai-  
15 sal of Messrs Johnson, Reers and Watson, dated  
16 July 19, 1945, and the appraised amount is \$1500.

17 (APPRAISAL, JULY 19, 1945, MARKED EXHIBIT  
18 NO. 3)

19 MR. MUR: Q. I understand that at the time  
20 of the evacuation you still owed something on the  
21 mortgage on this house. Is that correct?

22 A. Yes.

23 Q. And the balance was paid off out of the  
24 proceeds of the sale of the house?

25 A. That is correct.

26 Q. Was it the London & Western Trust Company  
27 which held that mortgage?

28 A. No. It was the Ontario Debenture & Loan.

29 Q. Do you know the London & Western Trust  
30 Company? A. No, I do not.

M. Masai,  
Dir. CR.

1 Q. You have never had any dealings with them?

2 A. No, I have not.

3 Q. Now, apparently your house was rented for  
4 \$35. per month at the time of evacuation. Did you  
5 rent it, yourself?

6 A. No. We had rented it through McGregor,  
7 Johnson & Thomas who, in turn, were the agents for  
8 the Ontario Debenture & Loan Company.

9 Q. You had been making your payments on the  
10 Ontario Debenture mortgage through McGregor, Johnson?

11 A. Yes.

12 Q. And they were the ones who rented your  
13 house for \$35. per month?

14 A. That is correct.

15 Q. And I take it that was the situation when  
16 the Custodian took over? A. Yes.

17 Q. And McGregor, Johnson merely paid the  
18 \$35. over to the Custodian on your account. Is that  
19 what happened?

20 A. I imagine so, yes.

21 Q. I notice there is a remark on your claim  
22 that the cost of \$1750. in 1937 was a bargain for  
23 this house?

24 A. Yes.

25 Q. Why do you say that?

26 A. We shopped around quite a bit for a house  
27 and that was the most pleasant one we could find around  
28 that price. The others were really in a dilapidated  
29 condition and were not worth buying.

30 MR. CHRISTIE: I tender as Exhibit B the Tax

M. Burt,  
Witness.

1 Statement of the city of Vancouver for the year 1942,  
2 on which is noted the assessed value of the land  
3 which seems to be \$1500.

4 (TAX STATEMENT, 1942, CITY OF VANCOUVER,  
5 MARKED EXHIBIT NO. 8)

6 MR. BURT: Q. I wonder if you could just  
7 tell us. You say your house was a two-story house?

8 A. That is correct.

9 Q. In the Johnson, Reeve valuation they say  
10 one and one-half storeys. What do you say about

11 that? A. It was two storeys. There were four  
12 rooms upstairs and there was a large hall and a  
13 bathroom and the lavatory, and a linen closet. You  
14 could hardly expect one-half storey to have all that  
15 upstairs.

16 Q. What do you say about the desirability  
17 of this particular residential district around  
18 1025 Malvern Drive?

19 A. From your standpoint it was very desirable.  
20 My brothers were all going to highschool at that  
21 time and the school was quite near. On top of that  
22 it was a very nice district.

23 Q. Was it a commercial, industrial or purely  
24 residential district?

25 A. It was purely residential.

26 THE SUB-COMMISSIONER: Q. Were your ceilings  
27 upstairs sloping or straight right across?

28 A. Well, there was an attic on top.

29 Q. Your upstairs bedrooms --

30 A. There was a little slope on each side.

M. M. M.,  
M.P. M.

1  
2 MR. BEST: I think my friend has a photograph  
3 of the premises.

4 MR. CHRISTIE: I will file as Exhibit 4 a photo  
5 of the property taken May 3, 1943.

6 (PHOTOGRAPH OF CLAIMANT'S PROPERTY, TAKEN  
7 MAY 3, 1943, MARKED EXHIBIT NO. 4)

8 MR. BEST: It is obviously a two-story house.

9 Q. What do you say about the front verandah  
10 of the house? Was it in good or poor repair?

11 A. Well, as far as I know it was in quite good  
12 condition at the time I left.

13 Q. Now, there is a remark on the appraisal  
14 that it has settled. I take it that means that  
15 perhaps it was sloping towards one end or the front?  
16 What do you say about that?

17 A. I did not take too much notice of it at  
18 the time but it could have happened after we had  
19 left. I do not know; I am not sure of that.

20 Q. You say it was not settled before you  
21 left? A. I do not think so.

22 Q. What about the wiring in this house,  
23 because I notice that you in your claim say that some  
24 electrical outlets were installed in 1939?

25 A. Yes.

26 Q. And the appraisal says the wiring and  
27 switches are old.

28 A. We had them installed. At that time we did  
29 not know that it had to be inspected by the city  
30 inspector when we were putting them in. There was  
quite a fuss about that but they did approve of it  
after. They gave us the o.k. on it.

M. Masui,  
Dir. ex.

1 Q. Was there any wiring in the house when you  
2 bought it in 1937?

3 A. Yes. There was wiring in the house.

4 Q. So that you did not change it at all when  
5 you put these outlets in, in 1939?

6 A. I don't believe we did. I am not sure.

7 Q. The situation would be then that there  
8 was some wiring which was fairly old ---

9 A. We did not change the complete wiring at  
10 all, no.

11 Q. I see. A. We did not change the  
12 complete wiring.

13 Q. What was the condition of the plaster,  
14 particularly of the walls in the bedrooms?

15 A. They were in pretty good condition when we  
16 left, in the bedrooms.

17 MR. CHRISTIE: At the request of counsel for the  
18 plaintiff I am filing a statement by the London &  
19 Western Trust Company Limited, dated April 23, 1942.

20 (STATEMENT, APRIL 23, 1942, MARKED EXHIBIT No. 5)

21 MR. BEST: That is all, I think, your honour.

22  
23  
24 CROSS-EXAMINATION BY MR. CHRISTIE:

25 Q. Mr. Masui, I produce here a J.P. Form, dated  
26 April 11, 1942. Whose signature is that?

27 A. That is mine.

28 MR. CHRISTIE: I will take this as Exhibit 6.

29 (J.P. FORM, MARKED EXHIBIT No. 6)

30

M. H. H. H.,  
CR. 22.

1 Q. When you purchased this house in 1937  
2 how old was the house?

3 A. Well, I do not know. I did not get into  
4 that at all, so I really do not know how old the  
5 house was.

6 Q. What was the condition of the front  
7 veranda? A. At the time of the purchase?

8 Q. When you left it in 1942?

9 A. The condition was that it was in pretty  
10 good shape when we left it in 1942.

11 Q. Was this house built of drop-siding  
12 lumber, do you know?

13 A. It is a frame house, but it has shingles  
14 on the side, I do believe. It has shingles on the  
15 side.

16 Q. What plumbing facilities were there in the  
17 house? A. The regular plumbing facilities;  
18 a bathroom and a lavatory. Incidentally, the  
19 lavatory was repaired just before we went away, inside  
20 and out.

21 Q. I think that is all, thank you.

22 Do you want this document in?

23 MR. HUNT: Yes; to make sure.

24 MR. CHRISTIE: I am tendering as Exhibit 7 at  
25 the request of counsel for the claimant a statement  
26 by Kerr & Kerr Limited with reference to the pro-  
27 perty which was inspected by the writer of this  
28 statement on May 19, 1942.

29 (STATEMENT, MAY 19, 1942, MARKED EXHIBIT  
30 NO. 7)

W. H. H. H.

MR. BEST: That is the case.

MR. CHRISTIE: It is submitted that this property was sold at its fair market value.

I have certain exhibits to file.

Exhibit 8 will be a tender by Dennis R. Gavin, dated July 10, 1943.

(TENDER, JULY 10, 1943, MARKED EXHIBIT NO. 8)

I file as Exhibit 9 the Certificate of Encumbrance.

(CERTIFICATE OF ENCUMBRANCE, MARKED EXHIBIT NO. 9)

Exhibit 10 will be the Real Property Summary.

(REAL PROPERTY SUMMARY, MARKED EXHIBIT NO. 10)

Exhibit 11 will be a letter of McGregor, Johnson & Thomas, dated January 12, 1943.

(LETTER, JANUARY 12, 1943, MARKED EXHIBIT NO. 11)

That concludes the defense.

MR. BEST: Was that letter to the Custodian?

MR. CHRISTIE: That letter was to the Custodian.

MR. BEST: Can I see it as soon as it is marked?

MR. CHRISTIE: Yes. Would you like to cross-examine on it at all? There is not very much in it.

MR. BEST: No.

(PROCEEDINGS ADJOURNED SINCE DUE)

I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

W. H. H. H.  
W. H. H. H.  
Official Reporter.

W. H. H. H.

I, H.A. Miller, Deputy Commissioner,  
appointed to hear a Commission to investigate  
claims of Japanese Canadians for property  
loss, do certify the foregoing is a true  
copy of the evidence heard on the within claim.

*H.A. Miller*

H.A. Miller,  
Deputy Commissioner.