

4122

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: SHIOZAKI, Bunshichi

HOME ADDRESS: 341 E. Hastings St., Vancouver, B.C.

REGISTRATION NUMBER 10369 SEX: Male AGE: 60

OCCUPATION: Formerly operated rooming house (Olympia Hotel)

(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: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Tomiko

ADDRESS OF WIFE OR HUSBAND: same address as above

NAMES OF ANY LIVING CHILDREN: Kimi (F)

ADDRESS OF CHILDREN: same address as above

AGE OF CHILDREN: 15 years

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: None

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: Lives in roominghouse at 341 E. Hastings St.,
Vancouver, B.C.

2. LANDLORD'S NAME AND ADDRESS: Walsh Bull Houser Tupper Ray & Carroll,
675 W. Hastings St., Vancouver, B.C.
agents and solicitors.

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

4. INSURANCE CARRIED ON ABOVE PROPERTY: None5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
None7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
None8. BANK ACCOUNTS: None9. LIFE INSURANCE: \$3000.00 Sun Life Assurance Co., Vancouver, B.C.
Beneficiary wife (Tomiko). Policy number unknown, premiums paid
to date, in owners' possession.10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: _____

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: _____

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 15th day of April 1942

(Signature)

B. Shiozaki

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Aug 3/43

File No. 4122

Full Name SHIOAKI Bunsichi
(Surname in Block Letters)

Registration No. 1039

Male ☒ - Female
(check)

Age Oct. 6, 1882

Former Address 34 E. Hastings St, City

Date Evacuated Aug 1/42 Naturalized ☒ - Canadian-Born - National
(check)

Present Address Greenwood, B.C.

Married ☒ - Single
(check)

Name of Wife ^{nie} (Eijiri) Toriko # 01371

Name of Husband

Name of Mother Reid Name of Father Ugo (Reid)

Names of Children under: Kimi (F) 17/10/26

Requested by Mail Registered with Custodian (Yes or No)

Additional Information Rooming House

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Mr. Bunshichi Shiozaki

File No. 4122

Greenwood B.C.

Reg. No. 10369

Company Sun Life

Agency Vancouver

Policy No. 2056104

Premium - \$ 187.20

Payable: ^XAnnually, Semi-annually or monthly

Month March Day 1

REMARKS:

Letter sent 24/1/43

File No. 4122

May 22nd, 1944

CLAIMS DEPARTMENT

Munshichi SHIOZAKI - Reg. No. 10369

CREDITORS:-

NO CLAIMS ON FILE, at this date.

/ND

RES.
NO.

10369

NAME

SUGIZAKI, Bunshichi

FILE
NO.

41 22

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Union Fire & Accident & General Insurance Co.	4332573	\$2000.00	Aug.	26	1943	#1012 on the east side of Main St. in the city of Vancouver, B.C.

No need to
renew. Statute sold
& paid for
my

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. : ALMA 0242

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

March 18, 1942.

MAR 18 1942

G. W. McPherson, Esq.,
Authorized Deputy of the Secretary of State,
and/or Custodian,
1404 Royal Bank Building,
Vancouver, B. C.

Respected Sir:

Bunshichi Shiozaki, a Naturalized Canadian has retained me to advise you of his holdings in Vancouver in anticipation of his being evacuated, voluntarily or otherwise. His Registration Certificate is dated the 10th day of June 1941 and bears stamp Naturalised Canadian and gives his place of residence as 341 East Hastings Street, Vancouver, B. C. At this address he carried on a rooming house business using the name Olympia Hotel.

On the 3rd of March 1942, he with his wife Tomiko Shiozaki transferred all the furniture, household affects etc. in or about these premises to Forest Warren Lambert, logger, as per an extended inventory attached to the Bill of Sale together with his interest in the lease and license of said premises and the good will and business of such Hotel or rooming-house; possession to be taken when the Grantors voluntarily leave or ~~are~~ compelled to leave the Defence Zone under Dominion Government regulations. The transfer and other material referred to herein is open for your inspection at my office, continuing to act as Legal Advisor of this man and his wife.

In addition, my client, in June 1937 was the proprietor of the rooming-house premises 1012 Main Street, Vancouver. On the 20th April 1937, he gave one Seitaro Mizakami a Conditional Bill of Sale of the contents and business of this rooming-house. The purchase price is set out in the Bill of Sale at \$1500; \$50 down and the balance payable monthly at the rate of \$25 per month, until March 20th 1938 and thereafter; on April 20, 1938 the balance was \$1225. For these payments my client holds the Promissory Notes of Seitaro Mizakami bearing interest at 6%. The statement between

-8-

parties for the year ending 1940 showed a balance owing my client in respect of this transfer of \$2145.10; a further statement for the year 1941 shows a balance owing of \$2308.27 principal and interest. It is considered advisable that you as Custodian should be made acquainted with above facts if it becomes necessary for you to take possession of this mans assets or interests when he leaves Vancouver. Should anything be realized and held for this mans return to Vancouver when War with Japan is ended or if you want to account for same or have authority to deal with same in the meantime he would like you to do it through my office.

All papers and material bearing out above matters are available for your further enquiry at my office.

You might advise me on receipt your attitude or probable course of action in connection with above.

Yours very truly,

J. A. RUSSELL & COMPANY.

J.A. Russell

per

JAR:DMP

4122
506 Royal Bank Bldg.,
Vancouver, B.C.,
18th March, 1942.

²
Mr. B. Shiozaki,
341 East Hastings Street,
Vancouver, B.C.

Dear Sir:-

In reply to your request for forms I wish to advise you that the Custodian has opened an information and registration bureau at 314 Powell Street, Vancouver.

This bureau has been set up to furnish information to persons of the Japanese race regarding the regulations affecting their property and to provide facilities for them to register it immediately so as to enable the Custodian to take prompt action to protect and administer it.

The bureau will be open each weekday from 9:00 a.m. until 5:00 p.m. and any further information can be obtained there.

Yours truly,

For C. W. McPherson
Authorized Deputy of the Secretary
of State and/or Custodian

CLD:EB.

April 4, 1942.

J. A. Russell & Company,
337 Hastings Street, West,
Vancouver, B. C.

Attention: Mr. J. A. Russell

Dear Sir:

Thank you for your letter of March 19th regarding your client, Bunshichi Shiozaki.

We appreciate your having provided us with particulars of the status of this gentleman's affairs. It is, of course, understood that Mr. Shiozaki will be providing us with the same particulars at the time he registers his property with us.

Should it become necessary for us, at a later date, to take any action with regard to the matters discussed by you, we would like to do so through your office, if at all possible, because of your intimate knowledge of the affairs of your client.

You will, of course, appreciate the fact that any sums of money which may become due to Japanese individuals who are evacuated or who entrust us with their affairs, must be paid either to this office or to a duly authorized representative of this office.

Yours truly,

C. L. Drewry,
Manager.

RPA:BM

EXCERPT FROM LETTER FROM:

J. A. Russell & Company

dated June 30th, 1942.

4122

Our next matter of importance is that of Bunshichi Shiozaki of 341 E. Hastings Street. He had two rooming houses, 341 E. Hastings known as the Olympia Hotel and 1012 Main Street. The first he sold outright by a Bill of Sale, 3rd March 1942, to Forest Warren Lambert for \$3500.00 confirmed by Bill of Sale absolute.

The second property 1012 Main Street, Vancouver, B. C. he disposed of under a Conditional Bill of Sale to Toy Quong, Chinese, for \$2200.00, \$1000.00 cash and the balance \$1200 in \$100.00 monthly payments with interest at 6%. Toy Quong has made his First and Second monthly payments, the first payment was made over to Bunshichi Shiozaki on his order to enable one of his sons a prospective British Columbia graduate to complete his studies. The second payment \$104.00 net was received in this Office yesterday. Today we are asked to pay this second and subsequent payments over to Forest Warren Lambert who purchased Shiozaki's interests in premises 341 E. Hastings Street. I have said that I will pay this second payment and subsequent collections to Mr. Lambert subject to freedom of any claim thereon by the Custodian. Again I suggest that a representative of your office call and talk this matter over with me and discuss full details of my files, with authority to instruct me as to what I shall do with this immediate and subsequent collections from Toy Quong.

ORIGINAL IN FILE #68

COPY

Rec'd MAY 24 1943

File No.

Ans.

Referred

Vancouver, B. C.

June 30th 1942.

To J. A. Russel K. C. my Solicitor
and Attorney in Fact, 417 Metropolitan Building,
Vancouver, B. C.

RE : 1012 Main Street, Conditional Bill of Sale
to Toy Quong.

I would thank you to pay to Forest Warren Lambert,
Second and subsequent instalments due me from Toy Quong as and
when collected, less only \$. 75 on each collection when you
learn from the Custodian that this money is not frozen and should
be paid over to Bunshichi Shiozaki order.

B. Shiozaki (signed)

Witness :

Forest Warren Lambert (signed)

N. Forbes (signed)
417 Metropolitan Bldg.,
Vancouver, B. C.

See May 16/1943.

3rd July, 1942

Messrs. J. A. Russell & Company,
837 Hastings Street West,
Vancouver, B. C.

Dear Sirs:

Re: Bunchichi Shiozaki

Further to our letter dated April 4th, we have to inform you that Mr. Shiozaki registered his assets with us subsequent to our letter.

1. Olympia Hotel, 341 East Hastings Street.

We note that as on March 3rd 1942 Mr. & Mrs. Shiozaki transferred all the furniture, household effects etc. in and about these premises to Forest Warren Lambert, logger, together with his interest in the lease and licence of said premises and the goodwill and business of such Hotel or rooming-house.

We would appreciate your being good enough to send us a copy of the Bill of Sale covering this transaction and we would also appreciate your informing us whether or not payment has been made in full by Mr. Lambert to Mr. & Mrs. Shiozaki.

2. Rooming-house, 1012 Main Street, Vancouver.

We observe that Mr. Shiozaki gave to a Mr. Seitaro Mizakami a Conditional Bill of Sale of the contents and business of this rooming-house on April 20th 1937 and that a statement between these two parties for the year 1941 showed a balance owing of \$2,308.27 principal and interest.

We would appreciate your sending us this information also and following an examination we are making of the assets and liabilities of Mr. Seitaro Mizakami, we shall be communicating with you further in this connection.

Yours truly,

R. P. Alexander,
Manager.

RPA/PMH

COPY

" A "

THIS INDENTURE

made in duplicate the 3rd day of March in the year of our Lord one thousand nine hundred and forty-two.

BETWEEN

Bunshichi Shiosaki, of 341 East Hastings Street in the city of Vancouver, Hotel or Roominghouse keeper, Naturalized Canadian

Hereinafter called the "Grantor," of the First part, and

Forest Warren Lambert, of Read Island, B. C., presently of the said City of Vancouver, Logger.

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 thirty-five ^{hundred} thousand (\$3500) dollars.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement, and in consideration of the sum of thirty-five ^{hundred} thousand (\$3500) dollars.

Dollars (\$3500.00) 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 BOTH 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 furnitures, Household Effects, etc., situated in on or upon about the premises known as the Olympia Hotel, 341 East Hastings Street, in the City of Vancouver, and Prov. of British Columbia. As enumerated in the inventory attached hereto and marked as A and his the Grantors lease now on said premises and his License from the City to carry on said Hotel and rooming house and the business and goodwill thereof. Possession to be given and taken as and when the Grantor voluntarily leaves or is compelled to leave the City of Vancouver, under Dominion Government regulations governing the removal of all persons of the Japanese Race residing in any protected area of British Columbia. All of which said goods, chattels and effects are now in the possession of Forest Warren Lambert and are situate, lying and being in

March 1942.

INVENTORY of Furniture, household or rooming house effects on premises No. 341 Hastings Street, Vancouver, B. C. to be attached to Bill of Sale between parties as of the 3rd March 1942.

Room.

No. 1.

1 Complete double bed.
1 Blanket.
1 Bed spread.
2 Sheets.
2 Pillow and slips.
1 Quilt.
2 Towels.
2 Curtains.
1 Drapery.
1 Dresser.
1 Table.
2 Chairs.
1 Arm-chair.
2 Window blinds.
1 Linoleum carpet.
1 Bureau cover.
1 Table top.

No. 2.

1 Complete double bed.
1 Blanket.
1 Bed spread.
2 Sheets.
2 Pillows and slips.
1 Quilt.
2 Towels.
2 Curtains.
1 Drapery.
1 Dresser.
1 Table.
2 Chairs.
1 Arm-chair.
2 Window blinds.
1 Congoleum carpet.
1 Bureau cover.
1 Table top.

No. 3.

1 Complete single bed.
1 Blanket.
1 Bed spread.
2 Sheets.
2 Pillows and slips.
1 Quilt.
2 Towels.
1 Black-out curtain.
1 Dresser.
1 Chair.
1 Congoleum carpet.
1 Bureau cover.
1 Table cover.

No. 1 complete double bed
1 blanket
2 sheets
2 pillows and slips.
1 quilt
2 towels
1 dresser
1 table
1 chair
1 congolesum carpet
1 black-out curtain
1 bureau cover
1 table cover
1 bed spread.

No. 5 1 complete single bed
1 blanket
1 bed spread
2 Sheets
2 pillows and slips
1 quilt
2 towels
1 table
1 chair
1 congolesum carpet
1 black-out curtain
1 bureau cover
1 table top.

No. 6 1 complete double bed
1 blanket
1 bed spread
2 sheets
2 pillows and slips
1 quilt
2 towels
1 dresser
1 table
1 chair
1 congolesum carpet
1 black-out curtain
1 bureau cover
1 table top.

No. 7. 1 complete double bed
1 blanket
1 bed spread
2 sheets

No. 7. (cont)	2 pillows and slips 1 quilt 2 towels 1 dresser 1 table 1 chair 1 congoleum carpet 1 black-out curtain 1 bureau cover 1 table top.	1 bureau cover 1 table top 2 window blinds
No. 8.	1 complete single bed 1 blanket 1 bed spread 2 sheets 1 pillow and slip 1 quilt 2 towels 1 table 1 chair 1 congoleum carpet 1 mirror 2 curtains 1 window blind 1 table top.	No. 11. 1 complete double bed 1 blanket 1 bed spread 2 sheets 2 pillows and slips 1 quilt 2 towels 1 dresser 2 curtains 1 drapery 1 arm-chair 2 tables 2 chairs 2 window blinds 1 rug 1 bureau cover 2 table tops.
No. 9.	1 complete single bed. 1 blanket 1 bed spread 2 sheets 1 pillow and slip 1 quilt 2 towels 1 dresser 1 table 1 chair 1 congoleum carpet 2 curtains 1 window blind 1 table top.	No. 12. 1 complete single bed 1 blanket 1 bed spread 2 sheets 1 pillow and slip 1 quilt 2 towels 1 black-out curtain 1 chair 1 dresser 1 linoleum carpet 1 bureau cover.
No. 10.	1 complete double bed 1 blanket 1 bed spread 2 sheets 2 pillows and slips 1 quilt 2 towels 1 dresser 2 curtains 1 table 2 chairs 1 rocking chair 1 rug	No. 14. 1 complete single bed 1 blanket 1 bed spread 2 sheets 1 pillow and slip 1 quilt 2 towels 1 blackOut curtain 1 chair 1 dresser 1 table 1 table top 1 linoleum carpet 1 bureau cover
		No. 15. 1 complete double bed 1 blanket 1 bed spread

2 sheets
2 pillows and slips
1 quilt
2 towels
1 dresser
1 table
1 chair
1 congoleum carpet
1 black-out curtain
1 bureau cover
1 table top.

No. 16. 1 complete double bed
1 blanket
1 bed spread
2 sheets
2 pillows and slips
1 quilt
2 towels
1 dresser
1 table
2 chairs
1 congoleum carpet
1 black-out curtain
1 bureau cover
1 table top

No. 17. 1 complete double bed.
1 blanket
1 bed spread
2 sheets
2 pillows and slips
1 quilt
2 towels
1 dresser
1 table
1 chair
1 congoleum carpet
1 black-out curtain
1 bureau cover
1 table top

No. 18. 1 complete double bed
1 blanket
1 bed spread
1 ~~chair~~ chair
2 sheets
2 pillows and slips
1 quilt
2 towels
1 dresser
1 table
1 congoleum carpet

1 black-out curtain
1 bureau cover
1 table top.

No. 19. 1 complete double bed
1 blanket
1 bed spread
2 sheets
2 pillows and slips
1 quilt
2 towels
1 dresser
1 table
1 chair
1 congoleum carpet
1 black-out curtain
1 bureau cover
1 table top.

No. 20. 1 complete double bed
1 blanket
1 bed spread
2 sheets
2 pillows and slips
1 quilt
2 towels
1 table
1 chair
1 congoleum carpet
1 black-out curtain
1 bureau cover
1 table top.

No. 21. 1 complete single bed
1 blanket
1 bed spread
2 sheets
1 pillow and slip
1 quilt
1 dresser
2 towels
1 chair
1 rug
2 curtains
1 window blind
1 bureau cover

No. 22. 1 complete single bed
1 blanket
1 bed spread
2 sheets
1 pillow and slip
1 quilt

2 towels
1 dresser
1 table
1 chair
1 linoleum carpet
2 curtains
1 window blind
1 bureau cover
1 table top.

No. 23. 1 complete double bed
1 blanket
1 bed spread
2 sheets
2 pillows and slips
1 quilt
2 towels
1 dresser
1 table
2 chairs
1 rocking chair
1 rug
2 curtains
2 window blinds
1 bureau cover
1 table top

No. 24. 1 complete double bed
1 blanket
1 bed spread
2 sheets
2 pillows and slips
1 quilt
2 towels
1 dresser
1 table
2 chairs
1 rocking chair
1 rug
2 curtains
2 window blinds
1 bureau cover
1 table top
1 drapery.

No. 25. 1 complete single bed
1 blanket
2 sheets
1 bed spread
1 pillow and slip
1 quilt
2 towels
1 dresser
1 chair

1. linoleum carpet
1 black-out curtain
1 bureau cover.

No. 26. 1 complete single bed
1 blanket
1 bed spread
2 sheets
1 pillow and slip
1 quilt
2 towels
1 dresser
1 table
1 ~~chair~~ chair
1 linoleum carpet.
1 black-out curtain
1 bureau cover
1 table top

No. 27. 1 complete double bed
1 blanket
1 bed spread
2 sheets
2 pillows and slips
1 quilt
2 towels
1 dresser
1 chair
1 linoleum carpet
1 bureau cover
1 table
1 black-out curtain
1 table top.

No. 28. 1 complete double bed
1 blanket
1 bed spread
2 sheets
2 pillows and slips
1 quilt
2 towels
1 dresser
1 ~~chair~~ chair
1 linoleum carpet
1 black-out curtain
1 table top
1 bureau cover

No. 29. 1 complete double bed
1 blanket
1 bed spread
2 sheets
2 pillows and slips
1 quilt

No. 29.
(cont)

- 2 towels
- 1 dresser
- 1 table
- 1 chair
- 1 congolesum carpet
- 1 black-out curtain
- 1 bureau cover
- 1 table top
- 1 gas plate with tube
- cooking utensil set.

No. 30.

- 1 complete single bed
- 1 blanket
- 1 bed spread
- 2 sheets
- 1 pillow and slip
- 1 quilt
- 2 towels
- 1 dresser
- 1 chair
- 1 congolesum carpet
- 1 table
- 1 black-out curtain
- 1 bureau cover
- 1 table top
- 1 gas plate with tube
- cooking utensils set.

No. 31.

- 1 complete double bed
- 1 blanket
- 1 bed spread.
- 2 sheets
- 2 pillows and slips
- 1 quilt
- 2 towels
- 1 dresser
- 1 chair
- 1 congolesum carpet
- 1 table
- 1 black-out curtain
- 1 bureau cover
- 1 table top
- 1 gas plate with tube
- cooking utensil set.

No. 32.

- 1 complete double bed.
- 1 blanket
- 1 bed spread
- 2 sheets
- 2 pillows and slips
- 1 quilt
- 1 dresser
- 2 towels
- 2 chairs

No. 32.

- 1 table
- 1 congolesum carpet
- 1 black-out curtain
- 1 bureau cover
- 1 table top

No. 33.

- 1 complete single bed
- 1 blanket
- 1 bed spread
- 2 sheets
- 2 pillows and slips
- 1 quilt
- 2 towels
- 1 dresser
- 1 chair
- 1 congolesum carpet
- 2 tables
- 2 curtains
- 1 window blind
- 1 black-out curtain
- 1 bureau cover
- 1 table top
- 1 gas plate with tube
- cooking utensil set

No. 34.

- 1 complete single bed
- 1 blanket
- 1 bed spread
- 2 sheets
- 1 pillow and slip
- 1 quilt
- 2 towels
- 1 dresser
- 1 table
- 1 chair
- 1 congolesum carpet
- 2 curtains
- 1 window blind
- 1 bureau cover
- 1 table top
- 1 black-out curtain

A

- 1 complete single bed
- 1 blanket
- 1 bed spread
- 2 sheets
- 1 pillow and slip
- 1 quilt
- 2 towels
- 1 table
- 1 mirror
- 1 black-out curtain

B

- 1 complete single bed

- 1 blanket
- 1 bed spread
- 2 sheets
- 1 pillow and slip
- 1 quilt
- 2 towels
- 1 table
- 1 mirror
- 1 black-out curtain.

Office.

- 1 round table
- 1 desk
- bell system to all rooms.
- 1 water glass in every room.
- 5 chairs.
- 1 table.

Baggage Room:

- 1 arm-chair
- 3 rocking chairs
- 3 chairs
- 2 double mattresses
- 2 complete single bed
- 1 table
- 3 linoleum new carpets
- 1 'congo' new carpets
- 1 electric cleaner

Basement:

- 8 wheel barrows
- 1 four wheeled wagon
- 4 shovels
- 1 axe
- 1 sledge hammer
- 4 ladders
- 1 linen

spare goods:

- 3 quilts
- 8 blankets
- 4 pillows
- 500 toilet soaps
- 5 gallons of floor oil.

Bunshichi Shiozaki
Tomiko Shiozaki (lqd.)

or upon and about Olympia Hotel, 341 East Hastings 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 $\frac{1}{2}$ 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 from 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.

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.

WHEREEVER 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, and it further agree by and between the parties hereto that after the conclusion of the War between Japan and Canada that if the Grantor is permitted to return to and reside in Vancouver and he so desires the Grantee will resell to him or his assigns at such price and on such terms as may be mutually agreed upon between them.

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

Signed, Sealed & Delivered
in the presence of

(Sd)
Louis M. Parkinson
54 E 56th Ave.
Vancouver B.C.
Stenographer

Bunshichi Shiozaki
Tomiko Shiozaki
Forest Warren Lambert

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the witness D. M. Parkinson sworn before me this 3rd Day of March A. D. 1942.

Lawrence H. Meredith

Subscribed to and sworn before me this 16th
day of March A. D. 1942. at the City
of Vancouver in the Province of British
Columbia.

Louis M. Parkinson

Lynne A. Meredith

A Commissioner for taking affidavits in
British Columbia.

1.-That the paper-writing herewith annexed, and marked "A", is a true and
correct 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 *Baruch Shraga & Sons of Chicago*,
2.-That the said Bill of Sale was made and given by the said *Baruch Shraga & Sons*
on the 21st day of *April* in the year of our Lord one thousand nine hundred and *eight*
3.-That I was present and did see the said *Baruch Shraga & Sons of Chicago*,
in the said Bill of Sale mentioned, and whose name is signed thereto, sign
and execute the same on the said *21st day of April* in the year aforesaid,
4.-That the said *Baruch Shraga & Sons of Chicago* at the time of making
and giving the said Bill of Sale, resided and still resides at *3316 Chicago St.*
5.-That the name *Wm. Dickinson* 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 *542 1/2 W. Van Buren St.* and am a *Chicago*

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

417 METROPOLITAN BLDG.
637 HASTINGS ST. W.

Vancouver, B.C.

July 4th 1942.

Office of The Custodian,
Japanese Evacuation Section,
808 Royal Bank Building,
Vancouver, B. C.

ATTENTION R. O. ALEXANDER Esq.,
Your file No. 4122.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUL 7 1942

Dear Sirs:-

RE: Bunshichi Shiozaki.

Complying with your requirement of the 3rd instant I beg to enclose herewith a copy of the Bill of Sale dated 3rd March 1942. Mr. And Mrs. Shiozaki Transferring Business and effects of the Olympia Hotel, 341 East Hastings Street to Forest Warren Lambert.

With reference to your inquiry as to "whether or not payment has been made in full by Mr. Lambert to Mr. And Mrs. Shiozaki" my information is that it was so paid that in addition to the receipt contained in the Bill of Sale itself, Lambert holds a personal receipt dated 3rd March 1942. Do you wish me to inquire into this matter further or will we discuss it from my files.

To whom or to what account shall I charge making the enclosed copy Bill of Sale about 24 folio?

RE: Rooming House 1012 Main Street.

The giving of a conditional Bill of Sale on the 20th April 1937 Bunshichi Shiozaki to Sitaro Mizakami involves a long story of non payment under terms of document. A sale by Mr. Shiozaki through his Agents Gibbons to Toy Quong for \$2200.00, \$1000.00 cash \$1200.00 in \$100.00 monthly payments and the difficulty of giving Toy Quong possession in the face of Mizakami's fighting, locked out, opposition.

Time and expense was incurred in buying Mizakami off.

All terms and conditions and negotiations are reduced to writing and are in my files. To understand this matter we must run over my files together and we should do this at once to settle the question of what disposal I must make of the 2nd and subsequent payments being made by Toy Quong. I am required day after day to report to Shiozaki what is being done about this money, as between our offices in cooperation. Please advise me on receipt.

yours truly,

J. A. Russell

4122

July 8th, 1942.

Messrs. J.A. Russell & Co.,
417 Metropolitan Building,
837 West Hastings Street,
Vancouver, B.C.

Dear Sirs:-

re SHIOZAKI, Bunchichi
Olympia Hotel, 341 E. Hastings St.

Thank you very much for your letter dated July 4th and for sending us copy of bill of sale dated March 3rd, 1942, covering the transfer of the business and effects of the Olympia Hotel at 341 East Hastings Street, by Mr. and Mrs. Shiozaki to Forest Warren Lambert.

In view of the fact that payment has been made in full by Mr. Lambert, the Custodian's office is not interesting itself further in this particular aspect of the affairs of Mr. and Mrs. Shiozaki.

We recall that you have been acting as legal advisor for Mr. and Mrs. Shiozaki and were retained by them and in this capacity consulted with us originally on March 18th, as to the effect of evacuation upon this particular aspect of your services to Mr. Shiozaki. We are writing to you separately in connection with the roominghouse at 1012 Main Street.

Yours truly,

R.P. Alexander
Manager

RPA:EB.

4122

July 8th, 1942.

Messrs. J. A. Russell & Co.,
837 West Hastings Street,
Vancouver, B.C.

Dear Sirs:-

re SHIOZAKI, Bun^Sichi -
Roominghouse at 1012 Main St.

Reference is made to that portion of your letter dated July 4th having to do with the conditional bill of sale covering the contents and business of this rooming-house given in June 1937 by your clients to a Mr. Seitaro Mizakami and regarding which you originally wrote us on March 18th.

We now observe that following considerable difficulties arising from non-payment by Mr. Mizakami under the terms of the original conditional bill of sale, Mr. Mizakami has now been paid off, doubtless under instructions to you from your client Mr. Shiozaki.

Your letter now indicates that this property has been sold by Mr. Shiozaki through his agents to Mr. Toy Quong for \$1000.00 cash, and the balance of \$1200.00 in monthly payments of \$100.00 each.

Although the Custodian's office has no objection, for the time being at least, to your continuing to act on behalf of your client Mr. Shiozaki under arrangements doubtless agreed upon between you and Mr. Shiozaki, it must be understood that payments collected by you and not yet remitted to Mr. Shiozaki, and payments subsequently obtained by you on behalf of Mr. Shiozaki from Mr. Toy Quong, should be remitted by you monthly to this office in the form of cheques made payable to the order of G.W. McPherson, Deputy Custodian.

The undersigned will be pleased to call upon you

2872 & 4122

14th July, 1942.

Messrs. J. A. Russell & Co.,
337 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: Bunchichi SHIOZAKI
Rooming House at 1012 Main Street

Further to our letter dated July 8th we wish to draw your attention to the fact that Mr. Seitaro Mizokami, whose present address is Slocan, B. C., has declared to us that there is due to him "about \$600.00 for sale of rooming house furniture owing from a Chinaman (name unknown)". Mr. B. Shiozaki, 341 East Hastings Street, Vancouver, is to collect the money from the Chinaman and send it to the declarant.

Your letter dated July 4th states that "Time and expense was incurred in buying Mizakami off."

We would appreciate your informing us whether or not you have on file in your office documentary evidence to the effect that any interest which Mr. Seitaro Mizokami may have had in the property at 1012 Main Street, as a result of the conditional Bill of Sale of April 20th, 1937 by Bunchichi Shiozaki to Seitaro Mizokami, was extinguished at the time the same property was sold by your client Mr. Bunchichi Shiozaki through his agents to Toy Quong. If this proof is on file in your office and you so notify us, we will then be placed in the position to enable us to notify Mr. Mizokami that his claim is not valid. It occurs to us that the \$600.00 claim by Mr. Mizokami may perhaps be an amount promised him in connection with the "paying off" mentioned by you.

Yours truly,

R. P. Alexander
Manager

RPA:LF

2872 & 4122

21st July, 1942.

Mr. Seitaro MIZOKAMI,
Registration No. 00579,
Slocan, B. C.

Dear Sir:

Our attention has been drawn to the fact that at the time you registered your assets with us you declared that there was due to you "About \$600.00 for Sale of Rooming House Furniture owing from a Chinaman (name unknown). (Mr. B. Shiozaki, 341 East Hastings Street, Vancouver, is to collect the money from the Chinaman and send it to declarant.)"

In the absence of other particulars we assume that the rooming house furniture you had in mind was that situated at 1012 Main Street on which a conditional Bill of Sale was granted to you by Bunchichi Shiozaki through his agents to Mr. Toy Quong, and at the time of sale you signed a release dated May 6th, 1942, a copy of which we have on file and which states that in consideration of a certain sum of money paid to you at that time you release all claims you have against Bunchichi Shiozaki or for any promise which he may have made you at any time since 1937, including any claims you may have against proceeds of certain promissory notes, and that you put Mr. Shiozaki in actual possession of the goods, chattels and business at 1012 Main Street (the Park Hotel) free of any and every claim you have or may have against him.

In view of this documentary evidence we are closing our file in connection with the claim made by you.

Yours truly,

R. P. Alexander
Manager

RPA:LF

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
SEP 15 1942

417 METROPOLITAN BLDG.
887 HASTINGS ST. W.

Vancouver, B.C.

Alexander
TELEPHONES: OFFICE PACIFIC 7922
RES. - ALMA 0242

Your files #2872 and 4122.

September, 14, 1942.

Office of Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Vancouver, B. C.

Attention R. P. Alexander,
Esq., Manager.

Dear Sir:

RE: SHIOZAKI, Bunchichi
Roominghouse at 1012 Main Street.

In your letter of the 8th of July, you write: "Although the Custodian's office has no objection, for the time being at least, to your continuing to act on behalf of your client Mr. Shiozaki under arrangements doubtless agreed upon between you and Mr. Shiozaki, it must be understood that payments collected by you and not yet remitted to Mr. Shiozaki, and payments subsequently obtained by you on behalf of Mr. Shiozaki from Mr. Toy Quong, should be remitted by you monthly to this office in the form of cheques made payable to the order of G.W. McPherson, Deputy Custodian."

In this letter and subsequent letters, you follow with a statement of the arrangement you have, together with evidence that this arrangement with reference to my fees meets with the approval of Mr. Shiozaki.

He has been evacuated. I had no written arrangement with him with regard to fees. I have not been able to get in touch with him with regard to this matter. Our original arrangement was verbal. I was to make schedule legal charges for all legal services rendered him from date on or about appointment of Securities Commission.

From time to time, we have adjusted accounts to our mutual satisfaction. Since the 8th of July, Toy Quong has made two payments in respect of 1012 Main Street. One, the total of \$105.00 from which I have deducted for stamps, receipts, 78 cents; on August 31st, the total of \$104.50, from this I have deducted for stamps, receipts, 81 cents. There is, therefore, now to his credit \$207.91. Against this, I may have some legal charges but, the point just now is, can I use some part of this money to assist Shiozaki's family in their new home?

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. - ALMA 0242

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

R.

Mr. McPherson suggests in a letter to me: "The chief object of the Custodian entering into the evacuee situation at all is with the idea of minimizing the economic loss resulting from the evacuation, and it would appear to be in the best interests of the Canadian Tax Payer and the Japanese that his property should be administered as cheaply as possible, and the funds realized in the administration of same turned over to him to maintain himself and his family in their new home."

Apart from Shiozaki's immediate needs in his new home, he asks that an allowance be made him to help him educate his children. His eldest son is a graduate of the U.B.C. Has now secured employment as a teacher of English and is self-supporting even to the extent of working for an M.A. degree. His second son passed his second years examination in the U.B.C. and is now anxious to complete his full university course in B.C. or Montreal. His father would like to contribute to his fees and maintenance, say \$50.00 a month out of \$100.00 being paid by Toy Quong. Can anything be done in this connection? What are your comments re the above? Toy Quong insists in making his payments to me and receives from me each month his personal note in connection with the Conditional Sales Agreement in this matter. Do you care to suggest a fee or commission to myself for looking after these payments?

Awaiting your advices and trusting that we will continue to co-operate.

Yours faithfully,

J. A. Russell

JAR:DB

4122
J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
SEP 25 1942

Gibson
TELEPHONES: OFFICE PACIFIC 7922
RES. ALMA 0242

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

Your form letter # 68.

September 24, 1942.

Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Hastings & Granville,
Vancouver, B.C.

Attention S. M. Gibson,
Esq., Insurance Dept.

Dear Sir:

RE: Placing Insurance on Japanese properties.

I have for acknowledgment your letter of September 10th. On its receipt I did not have in mind the placing of any insurance on Japanese properties under my management or control. I overlooked the chattels and equipment in rooming house, 1012 Main Street, owned by Banichi Shionaki and transferred by him under a Conditional Bill of Sale, partly paid for in cash and balance in monthly instalments. It was a term of such Conditional Sale that the purchaser, Toy Quong, should keep said furniture insured in the sum of \$2,000.00.

On the 26th August, 1942, Toy Quong took out a policy of insurance in the Union Fire Accident and General Insurance Co. for \$2,000.00 loss, if any, payable to B. Shionaki unpaid vendor as his interests may appear. C/o J. A. Russell, K. C., Vancouver, B. C.

As I am acting in the matter of collecting this unpaid vendor balance in co-operation with the Custodian, it would not appear to be necessary that we should ask for any changes in the language of this policy. If, however, your Department thinks differently and will so instruct me, the matter will receive my careful attention.

Yours very truly,

J. A. Russell

JAR:DB

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.
OFFICE OF THE CUSTODIAN

JAPANESE SECTION

RE Your files #2872
4322

SEP 28 1942

Alexander
TELEPHONE: OFFICE PACIFIC 7922
RES. - ALMA 0242

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

September 25, 1942.

Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Hastings & Granville,
Vancouver, B.C.

Attention R. P. Alexander, Esq.
Manager.

Dear Sir:

RE: SHIOZAKI, Bunchichi
Rooming house at 1012 Main Street.

Since my letter to you in this matter of the 14th of September and your reply of the 16th of September, I have been devoting a little time to seeing whether or not I can collect the remaining eight payments due in connection with this Conditional Sale Agreement from Toy Quong. My excuse for not giving immediate answer to your letter of the 16th of September. I will probably be able to give you something definite by the middle of next week.

My reason for wanting to make this collection in full is I want to be in a position to arrange with you and with Shiosaki just what amount I should deduct either from present collections on hand or from the full collection, my costs for special services, etc. in this matter, and, then, there is the question of whether or not he will permit some certain amount to be paid over to B. Shiosaki to help him educate his children. See last paragraph, page 2, of my letter to you of the 14th instant. I can make a much better arrangement all around if you will consider this educational suggestion.

If you will give me Shiosaki's present address, I can write him on the question of my costs. I dislike the idea of detailed bills of costs and so far, Mr. Shiosaki and myself have fixed fees on a lumpbase and fixed fees accordingly.

You will note that from my last report, I have not deducted any real costs for services rendered. I simply withheld from Shiosaki's credit 78¢ and 81¢ to cover stamps, receipts, etc., making no charge by way of commission on collections. This was my original understanding with Shiosaki's

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. - ALMA 0242

417 METROPOLITAN BLDG.
827 HASTINGS ST. W.
Vancouver, B.C.

2.

son on the assumption that I would simply have to receive these payments every month and place them in a Saving's Account in my bank to earn what little interest the bank allows on such deposits.

May I ask as Shiosaki's Attorney-In-Fact, whether, when these monies are paid over to you and eventually become returnable to Shiosaki, what, if any, interest they will earn in meantime?

Please let me hear from you re above at your early convenience.

Yours very truly,

J. A. Russell

JAR:DB

4122

2nd October, 1942.

Messrs. J. A. Russell & Company,
837 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: Bunshichi SHIOZAKI
Rooming House at 1012 Main Street

Thank you very much for your letter dated September 25th. We are obtaining for you Mr. Shiozaki's present address and as soon as this information is available we shall be happy to forward it to you.

In the meantime we ask that you send us your cheque for \$207.91 payable to the order of G. W. McPherson, Deputy Custodian, together with detailed particulars of the remittance in question.

At the same time we would appreciate your sending us a statement covering your professional services on behalf of Mr. Shiozaki which may be in any form you deem advisable and which you consider will be satisfactory to your client.

The Consolidated Regulations Respecting Trading with the Enemy (1939) stipulate that funds due to the Custodian bear interest at the rate of 5% per annum for the period commencing from the time when such payments become due until such payments are received.

Yours truly,

R. P. Alexander
Manager

RPA:LF

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3827

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

OFFICE OF THE CUSTODIAN

Vancouver, B.C.

Your file #4122.

JAPANESE SECTION

RECEIVED
OCT 26 1942

October 24, 1942.

Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Vancouver, B. C.

Attention R. P. Alexander, Esq.,
Manager.

Dear Sir:

RE: Bunshichi SHIOZAKI
Rooming House at 1012 Main Street.

Absence from the office occasioned by a physical ailment must plead my excuses in not giving earlier attention to your favours of the 2nd and 23rd of October instant.

On my return to the office, the War Bond situation is brought to my attention through solicitations from different sources that I interest my clients in subscriptions to War Bonds. It immediately occurred to me that my Japanese clients, Bunshichi Shiozaki and Tetsuma Sakaki might well back up their strong declared protestations of loyalty to Canada and its war efforts by putting some of their money to a good use by investment in War Bonds.

I, therefore, took the matter up with the Custodian, Mr. McPherson, by 'phone and submitted to him my idea that I should procure two fully paid up \$100.00 bonds for Bunshichi Shiozaki and a \$100.00 bond for Tetsuma Sakaki and turn same over to you in lieu of the money which you require me to account for to your office.

Mr. McPherson was entirely in accord with my idea as being not only in the interests of his responsibilities but in the best interests of the Japanese. I have, therefore, applied for these Bonds. Immediately they are issued and handed over to me in exchange for cash, I will transfer them to your office with a due memo of accounting. I trust that you personally will decide and confirm my action in this respect.

In your letter of the 2nd of October, you tell me that you are obtaining Mr. Shiozaki's present address ~~for me~~. I have not yet received this address. I want to write him to obtain confirmation of my handling of this matter as his Attorney in Fact as above. I also want, if possible, to arrange a satisfactory

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3827

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.
Vancouver, B.C.

B.

adjustment of my account against him for fees to date so that I may as well settle both these matters with you.

I might mention that I am having some difficulty in collecting monthly payments on conditional sales agreement re 1012 Main Street and expect to have to consent to accept less than \$100.00 monthly. Roomers, principally Loggers and Fishermen, are out of town just now. I will ask for something better by way of fees than present allowance of stamp and paper money.

Always I trust acting in co-operation with your Department.

Yours very truly,

J. A. Russell

JAR:DB

out to Alexander

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

Your file #4122

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

417 METROPOLITAN BLDG.

837 HASTINGS ST. W.

Vancouver, B.C.

RECEIVED
OCT 31 1942

October 29, 1942.

Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Hastings & Granville,
Vancouver, B. C.

Attention R. P. Alexander,
Esq., Manager.

Dear Sir:

RE: Bunshichi Shiozaki.
Rooming House at 1012 Main Street.

I am in receipt of your favour of the 27th of October re above matter this A. M. and hasten to reply.

I have already written and posted a letter to Mr. Shiozaki seeking to have some settlement with him in the matter of my fees and confirmation of my action in co-operation with Mr. McPherson in investing \$200.00 in 3% War Bonds.

I have paid for these two bonds and am assured by the Imperial Bank that the actual Bonds will be delivered to me in the course of the next few days.

When I hear from Mr. Shiozaki and obtain delivery of these Bonds from the Bank, I will report to you fully accounting for amount in my hands in above matter either in the form of cash or War Bonds or both.

The above answers your letter to me dated October 2nd.

Yours very truly,

J. A. Russell

JAR:DB

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

Your File #4122.

TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3827

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

November 20, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
NOV 21 1942

Dept. of Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Hastings & Granville,
Vancouver, B. C.

Attention R. P. Alexander,
Esq., Manager.

Dear Sir:

RE: Bunshichi SHIOZAKI.
Rooming House at 1012 Main Street.

I beg to acknowledge receipt of your favours of the 2nd and 18th of November.

As advised you on the 29th of October, I had already written and posted a letter to Mr. Shiozaki seeking to have some settlement with him of my fees and confirmation of my action in co-operation with Mr. MacPherson in investing \$200.00 in 3% War Bonds.

I have had no direct reply from Mr. Shiozaki. His son, D. F. Shiozaki, A.B. C. University Graduate, writes me from Slocan City a very unsatisfactory letter. He makes no mention of my purchase of War Bonds. He would quibble about my fees or what I should charge for making collections re 1012 Main Street. He would authorize me to accept less than the amount monthly agreed to be by Toy Quong and he would agree that I charge \$1.00 rather than .75 for every \$100.00 collected.

I am not accepting this letter because it does not contemplate my difficulties in collecting from Toy Quong, arranging questions of insurance, and otherwise trying to make Toy Quong live up to his purchase agreement so that the total amount may be accounted for to the Custodian less my legitimate charges acting as Shiozaki's Solicitor and Attorney-In-Fact.

So that your records and my records may be kept clear, I am now enclosing to you two \$100.00, 3% War Bonds. Also my cheque for a further collection of \$100.00 since my last report from Toy Quong.

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3827

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.
Vancouver, B.C.

B.

If I cannot make some adjustment with B. Shiozaki with regard to my fees, I purpose lumping same and charging them against future collections from Toy Quong. This man is not difficult but he will only pay money to me as I hand him back his Promissory Notes or credit him on the back of same.

I think it is in the best interests of all concerned and particularly your office responsibilities, if any, to Shiozaki, should be kept in the forefront as above outlined.

Please acknowledge receipt of Bonds and cheque, outlining in your receipt just how the same will be held and accounted for under War Time Regulations governing the Custodian's office.

Yours very truly,

J. A. Russell

ENCLS.
JAR:DB

4122

November 26th, 1942

Messrs. J. A. Russell & Co.,
117 Metropolitan Bldg.,
837 Hastings St. West,
Vancouver, B. C.

Dear Sirs:-

Re: SHIOZAKI, Bunshichi
Rooming House at 1012
Main Street.

Thank you for your letter dated November 20th. Please find attached our receipts Nos. 1983 and 1984 covering respectively, your cheque for \$100.00 and two \$100.00 3% War Bonds.

As soon as you have been able to reach a settlement with Mr. Bunshichi Shiozaki regarding your own fees concerning which we wrote you on July 8th, 1942, we would appreciate your so advising us.

Our records still indicate that Mr. Shiozaki, Police Registration No. 10369, is residing in Greenwood, B. C.

Yours truly,

P. P. Alexander
Manager

Enc.
RPA:IF

4122

November 26th, 1942

Mr. Bunshichi SHIOZAKI,
Registration No. 10369,
Greenwood, B. C.

Dear Sir:-

Re: J. A. Russell & Co.

It is our pleasure to inform you that Mr. J. A. Russell has forwarded to us on your behalf, two \$100.00 3% War Bonds together with a cheque for \$100.00 in response to collections made by him on your behalf from Mr. Toy Quong.

The Custodian's Office is holding relative War Bonds in safe-keeping for you and has credited your account with us with the remittance mentioned.

We understand that Mr. J. A. Russell is engaged at the present time in reaching an agreement with you as to his own fees for provisional services. We trust that an agreement will shortly be reached and that you will advise us as to the terms of such an agreement.

Yours truly,

R. P. Alexander
Manager

RPA:IF

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3927

417 METROPOLITAN BLDG.
237 HASTINGS ST. W.
Vancouver, B.C.

*Rec'd
Nov. 30
①*

Your file #4122.

Reg 10369

November 28, 1942.

Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Vancouver, B. C.

Attention R. P. Alexander,
Esq., Manager.

Dear Sir:

RE: Bunshichi SHIOZAKI.
Rooming house at 1012 Main Street.

I have for acknowledgment your favour of the 26th November, 1942, enclosing the receipts of CH. Reed, cashier, for two \$100.00, 3% War Bonds (for safe keeping) and a receipt for \$100.00 "payment under Conditional Bill of Sale on Rooming House."

There is no mention as to whether or not this \$100.00's will carry 3% or any other interest. Please advise me on this point.

I expect to enforce a payment of \$100.00 from Toy Quong re 1012 Main Street and I would like to know if I turn the proceeds of this collection over to you just what interest it will earn for Mr. Shiozaki or if it cannot be better employed to help him look after his family, complete the education of his second son, or otherwise as regulations permit.

The question of my fees vs. Shiozaki can remain in abeyance for the present. I am confident I can make further collection from Toy Quong and thus will be able to protect myself and the Custodian's interests in this matter.

Awaiting your advises and acknowledgment.

Yours truly,

J. A. Russell

JAR:DB

4122

December 2, 1942

J. A. Russell & Company
Barristers & Solicitors
837 Hastings Street West
Vancouver, B. C.

Dear Sirs:

Re: Bunshichi SHIOZAKI -
Rooming house at 1012 Main St.

Thank you very much indeed for your letter
dated November 28th.

Please accept our assurance that interest
accruing on bonds and debentures held by the Custodian
for individuals of the Japanese race are credited, as
collected, to the account in our books under the name
or names of the individual or individuals of the Japanese
race concerned.

As you receive subsequent payment from Toy Quong,
we ask that you forward such sums to the Custodian in the
form of cheques payable to the "Custodian of Enemy Property".

We note that the question of your fees for pro-
fessional services on behalf of your client, Mr. Bunshichi
SHIOZAKI, is to remain in abeyance for the present time.

Yours truly,

R. P. Alexander
Manager

RPA:NDK

File No. 4122.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
DEC 3 1942

Registration No. 10369,
Greenwood, B.C.

December 2, 1942.

Alexander

Mr. R. P. Alexander,

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

Dear Sir:

I am replying to your letter of November 26,
1942.

Mr. J. A. Russell wrote to me on October 28,
1942 saying that the fee of \$1.75 was not sufficient
for collecting \$100.00 plus interest from Mr.
Joy Quong monthly. He stated that if I would
offer to pay him \$100.00 he would carry on and
look after my interests for the duration.

In replying to the above statement to Mr.
J. A. Russell, I wrote to him that I would be able
to pay him \$1.00 for the monthly collection plus
interest but that if he was not satisfied with
the amount I could afford to pay, I told him
to turn the work over to the Custodian so that
Mr. Joy Quong would make his monthly payment
to the Custodian.

I have not asked Mr. J. A. Russell to take
me

care of any other business besides the Rooming
House at 1012 Main St.

I thank you for the interest you have
shown for looking after my interests.

I deeply appreciate the help you are
giving me.

Yours very truly,

Bunshichi Shiozaki

4122

12th December, 1942.

J. A. Russell, Esq.,
Barrister and Solicitor,
837 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Bunshichi SHIOZAKI
Rooming House at 1012 Main Street

In your letter dated November 28th you stated that the question of your fees covering work being done by you for Mr. Shiozaki could remain in abeyance for the present.

We would appreciate receiving your comments in connection with a letter to us dated December 2nd from Mr. Shiozaki from which we quote as follows:

" Mr. J. A. Russell wrote to me on October 28, 1942 saying that the fee of \$.75 was not sufficient for collecting \$100.00 plus interest from Mr. Toy Quong monthly. He stated that if I would offer to pay him \$100.00 he would carry on and look after my interests for the duration.

In replying to the above statement to Mr. J. A. Russell I wrote to him that I would be able to pay him \$1.00 for the monthly collection plus interest but that if he was not satisfied with the amount I could afford to pay, I told him to turn the work over to the Custodian so that Mr. Toy Quong would make his monthly payment to the Custodian.

I have not asked Mr. J. A. Russell to take care of any other business besides the Rooming House at 1012 Main St."

Yours truly,

R. P. Alexander
Manager

RPA:LF

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3827
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
DEC 16 1942

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.
Vancouver, B.C.

December 15, 1942.

Mr. Alexander

AM

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

Attention R. P. Alexander,
Esq., Manager.

Dear Sir:

Re: Bunshichi SHIOZAKI
Rooming House at 1012 Main Street.

I have before me for consideration and reply your letter to me of the 2nd of December, your copy letter to Bunshichi Shiozaki December 7th enclosing cheque \$100.00 and your later letter to me of the 12th December instant.

With regard to this latter letter, I have only to comment that I do not accept a letter dated December 2nd from Mr. Shiozaki from which you quote.

This letter is not written by Bunshichi Shiozaki. It is written by his educated son who uses his educated efforts coupled with his Japanese conceptions of what advantages he can take under existing regulations. I purpose shortening matters for the present. The son, writing for his father, writes me that he will be able to pay \$1.00 for collections with interest. I have turned over to you at least \$300.00. I am enclosing a further cheque for \$, a recent collection made from Toy Quong.

In respect of these five collections, I have already deducted \$.78¢ and \$.81¢. It is consented that I should have a \$1.00 on each collection. I now enclose my most recent collection of \$100.00 deducting \$1.00 for each monthly collection and crediting the two amounts already collected.

Young Mr. Shiozaki would overlook the care I have taken to protect his father's interests in 1012 Main Street, and in insurance matters, his relations with the office of the Custodian, the money I have succeeded in remitting to his father as per letter of December 7th and generally in obtaining amicable understandings with the Custodian's Department.

File 4122

Reg. 10369

SHIOZAKI, Bunshichi

\$100.00 monthly payment on Rooming House, bought by Mr. Toy Quong

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3827

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.
Vancouver, B.C.

2.

I would like to hear on receipt that the enclosed cheque brings matters down to date in respect of collections I have made and thus leave me free to make further collections which is not an easy matter and give your office full accounting and co-operation.

Toy Quong will only make his payments to me because that he made his bargain ultimately with me with regard to the purchase of 1012 Main Street and depends on me to give him title after he has made all promised payments. He is having trouble raising \$100.00 and interest monthly but I am insisting he must make these payments and he looks to me and his friends to whom he is borrowing to make these payments to give him clearance when the final payment (12th) is made. Between now and that 12th payment, I must work out an adjustment on the question of my general legal fees with B. Shiozaki.

Trusting that this report is satisfactory. If not, that you will comment on same and that you will give me chance to reply and asking for a receipt.

Yours faithfully,

JAR

JAR:DB

4122

Dec. 19, 1942.

Mr. J. A. Russell,
417 Metropolitan Building,
837 W. Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Bunshichi SHIOZAKI.

Thank you very much for your letter dated Dec. 15th and for the cheque for \$99.59 attached to your letter, to cover which please find attached our receipt No. 2276.

We observed that following the agreement reached between you and Mr. Shiozaki, you are deducting collection of \$1.00 on receipts obtained by you from Toy Quong.

Your letter indicates that it is your intention that Mr. Bunshichi Shiozaki should increase your fees for general legal services, and we would appreciate your advising us of particulars of such adjustment as soon as you have been able, as we hope, to reach an agreement with your client.

The only suggestion we have to make at this time is that the matter might be speeded up if you were to prepare, without further delay, your statement against Mr. Bunshichi Shiozaki covering your general legal services to date, and if you thereafter forward said statement direct to Mr. Bunshichi Shiozaki. We would at that time greatly appreciate your providing us with a copy of both your statement and your letter of transmittal, for which please accept our thanks in advance.

Yours truly,

R. P. Alexander,
Manager.

RPA:AS
encl.

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

✓
TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3827

EVACUATION SECTION

Rec'd JAN 20 1943

File No.

Ans.

Refer to

January 19, 1943.

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

Office of the Custodian,
506 Royal Bank Bldg.,
Hastings & Granville,
Vancouver, B. C.

Attention R. P. Alexander, Esq.,
Manager.

Dear Sir:

Re: Bunshichi Shiozaki.

It would almost seem that the answer to your letter of the 14th of January received by me personally this A. M. rests with your Department. Shortly put, I make no headway with my client because of a seeming lack of co-operation between our offices.

On the 15th of December, I enclosed to you my most recent collection of \$100.00 deducting \$1.00 for each monthly collection and crediting for the two months already collected. This letter and enclosed cheque has not been acknowledged. We seem to be each wanting to manage this matter in his own way without regard to consequences. My immediate need is to collect \$100.00 and interest monthly from Toy Quong and to account to you for same, requesting that some remittance be made to Shiozaki to meet his requirements in his present evacuation. You, in turn, want me to work out an adjustment on the question of my general legal fees. I cannot do this when Shiozaki has in mind that you are controlling the situation.

I do not require any assistance in the matter of settling my fee but I would point out that I can do much better in this connection if you would let me have a copy of your correspondence with Shiozaki and, in the future, correspond with him if you have to, through my office. I can well look after my legal fees out of future collections. I have collected a further \$101.50 from Toy Quong. From this I deduct an admitted collection charge of \$1.00 and enclose you a cheque for the balance \$100.50. Kindly acknowledge receipt.

It is important to me to know just what remittances your Department has made Shiozaki for his upkeep, education of his second son, or otherwise.

And may I ask that in future such remittances, if any,

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3827

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.
Vancouver, B.C.

2.

be made through my office.

Awaiting the favour of your acknowledgment and comments.

Yours faithfully,

J. A. Russell

Solicitor and Attorney-In-
Fact Bunshichi Shiozaki.

JAR:DB

25th January, 1943.

J. A. Russell, Esq.,
Barrister and Solicitor,
837 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Bunshichi SHIOZAKI

Following my discussion with you in your office on January 21st in connection with the affairs of Mr. Bunshichi Shiozaki, I am sending to you attached an additional copy of our letter to you dated December 19th, 1942.

I trust that I made it entirely clear to you that the Custodian's office has endeavoured, and desires to continue endeavouring, to co-operate with you. Your main complaint seemed to be that you are having difficulty in securing replies to letters addressed by you to your client, Mr. Shiozaki, and to this end we offer our services in obtaining replies for you should you so desire.

In so far as your fees for professional services are concerned the Custodian strongly desires that you work out an adjustment on this question with your client at the earliest possible date, and to this end we request that as you are apparently having difficulties in securing any responses from your client to letters addressed by you to him, please provide us in duplicate with a detailed statement of your fees for professional services on behalf of your client, Mr. Shiozaki, and we shall be happy thereafter to refer the matter, on your behalf, to Mr. Shiozaki and endeavour to effect a settlement. Please note that at this time, and in response to requests you have forwarded to us in the past for remittances to be sent to Mr. Shiozaki for his maintenance and for the education of his second son, that we are sending to Mr. Shiozaki a cheque for \$100.00.

Fundamentally the prime motive which has prompted this office, ever since we sent you our letter dated August 28th, 1942 asking, if at all possible, for settlement of the matter of your professional services in so far as their cost to Mr. Shiozaki is concerned, is to avoid any possibility of a dispute between you and your client at the time you secure final payments for Mr. Shiozaki from Mr. Toy Quong.

SHIOZAKI, B.
File 4-22 Reg. 10369
Paynt on Reming house
J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

417 METROPOLITAN BLDG.
857 HASTINGS ST. W.

Vancouver, B.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3887

EVACUATION SECTION	
Rec'd	FEB 8 1943
File No.	
Ans.	
Referred	

February 8, 1943.

Office of the Custodian,
506 Royal Bank Bldg.,
Hastings & Granville,
Vancouver, B. C.

Attention R. P. Alexander, Esq.,
Manager.

Dear Sir:

Re: Bunshichi Shiozaki.

Since our interview of the 21st of January and your letter of the 25th of January, 1943, I have succeeded with difficulty in collecting a further \$102.00, principal and interest, from Toy Quong. From this I have deducted \$1.00 which Shiozaki's son admits I am entitled to by agreement for stamps, etc. I enclose a cheque ~~for~~ in favour of the Custodian of Enemy Property for \$101.00.

You insist that I must let you have a detailed statement of my legal fees for services rendered this man. I have neither the time nor the assistance necessary to working out a detailed statement of fees earned. These fees go on practically from day to day, largely in connection with your Department's requirements in the matter. You advise me that as a result of my efforts you have forwarded \$100.00 to Mr. Shiozaki. I have no acknowledgment from him that he has received this money and no acknowledgment I am entitled to any fee in this connection.

I account to you for every dollar collected. I will continue to do so. In return, I ask you to account to me for what disposition you make of my remittances to your Department. When I have wound up the Toy Quong collection, I will account to you for same with details of just how this matter has developed, been closed out, and what, if anything, further remains to be done in connection with Shiozaki's affairs. In the meantime, I will seek to arrive at an understanding direct with Shiozaki as to how accounts should stand between us.

Trusting you will find this report satisfactory or if not, you will let me have your comments.

Yours very truly,

J. A. Russell
Solicitor & Attorney-In-Fact
for B. Shiozaki.

JAR:DB

4122

February 10, 1943.

Messrs. J. A. Russell & Company,
Barristers and Solicitors,
837 W Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: Bunshichi SHIOZAKI

Thank you very much for your letter dated February 8th and for your cheque for \$101.00 enclosed with your letter. Attached please find our receipt No. 2973.

Please note that we are forwarding to Mr. Shiozaki a further cheque for \$100.00 for his maintenance and for the education of his second son.

We are pleased to note that you are endeavoring to arrive at an understanding direct with Mr. Shiozaki as to your fees for professional services and you have our assurance that as soon as you have reached an understanding, it will be quite in order for you to deduct from monies collected by you on behalf of your client, Mr. Shiozaki, the amount of your fees for professional services as agreed on between you and your client conditional upon your providing us at that time with evidence as to your agreement for fees, duly signed by your client, Mr. Shiozaki.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

Your file # 4122.

✓
TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3827

EVACUATION SECTION	
Rec'd	FEB 13 1943
File No.	4122
Ans.	<i>DR</i>
Referred	<i>Alexander</i>

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.
Vancouver, B.C.

February 12, 1943.

Office of the Custodian,
506 Royal Bank Building,
Granville & Hastings,
Vancouver, B. C.

Attention R.P. Alexander, Esq.,
Manager.

Dear Sir:

Re: BUNSHICHI SHIOZAKI.

I am pleased to be advised that you have forwarded to Mr. Shiozaki a further cheque for \$100.00 for his maintenance and for the education of his second son.

Later, we will check up on these matters. In the meantime, I am pleased to be advised that \$100.00 has been remitted to B. Shiozaki. This should help me to adjust the difficulties and accounts between parties.

Yours very truly,

J. A. Russell

JAR:DB

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

TELEPHONE: OFFICE PACIFIC 7888
RES. GRANVILLE 3827
FEB 17 1943
File No. 4122
Ans. *Referred*

February 17, 1943.

R. P. Alexander, Esq., Manager,
Office of Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Hastings & Granville,
Vancouver, B. C.

Dear Sir:

Re: Your file #4122 and Bunshichi
Shiosaki.

I have for acknowledgment a copy of your letter to B. Shiosaki of the 15th of February in which you report having sent B. Shiosaki registration #10369, Greenwood, B.C., your cheque \$1756 for \$100.00.

You add that you have attached a Statement of your account with your department together with cheque. I would thank you for a copy of this Statement so that I may check same up with my books and generally with my file in this matter.

When I have received your reply, I will take up actively if my health permits, the question of my fees for professional services rendered this party.

Awaiting your further advices.

Yours very truly,

J. A. Russell

JAR:DB

4122

3rd March, 1943.

Mr. Dunsichi SHIOZAKI,
Registration No. 10369,
Greenwood, B. C.

Dear Sir:

Thank you very much for your letter dated February 23rd and
for the statements attached to your letter.

Our records indicate that we have received from your solicitor,
Mr. J. A. Russell, four \$100.00 payments and, in addition, two \$100.00
Bonds.

We are drawing to the attention of Mr. Russell the discrepancy
mentioned by you and upon receipt of a reply from him will be writing to
you again in this connection. In the meantime we are attaching a cheque
payable to your order and amounting to \$200.00, the receipt of which we
would appreciate your acknowledging by return mail.

Yours truly,

R. P. Alexander
Manager

RPA:LF

REGISTERED

A122

3rd March, 1943.

Messrs. J. A. Russell & Company,
Barristers and Solicitors,
877 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: Bunshichi SHIOZAKI

Attached to our letter to you dated February 20th was a statement of Mr. Shiozaki's account with us which showed receipt by this office of four \$100.00 payments. We previously notified Mr. Shiozaki of the two \$100.00 bonds you sent to us.

Mr. Shiozaki asks for an explanation of the difference between statement of account we sent him and his own records. Please send us one complete financial statement covering installments collected by you from Mr. Toy Quong to date. In brief, Mr. Shiozaki states that gross collections, including interest, should have been \$106.00 on May 29th, 1942, \$105.50 on June 29th, \$105.00 on July 29th, \$104.50 on August 29th, \$104.00 on September 29th, \$103.50 on October 29th, \$103.00 on November 29th, \$102.50 on December 29th, \$102.00 on January 29th, 1943, \$101.50 on February 28th, \$101.00 on March 29th and \$100.50 on April 29th.

We are today forwarding to Mr. Shiozaki a cheque for \$200.00; please let us know when you have reached agreement on the matter of your professional services on behalf of your client, Mr. Shiozaki.

Yours truly,

R. P. Alexander
Manager

RPA:LF

SHIOZAKI, Bunshichi
File #122 Reg. 10369
Paym't on Sale Rooming House
100
1.50
101.50
1.00
Less com.

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

Your file #4122.

TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3827

EVACUATION SECTION	
Rec'd	MAR 5 1943
File No.	4122
Ans.	A
Referred	Myself
March 5th, 1943.	

Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Hastings & Granville,
Vancouver, B. C.

Attention R. P. Alexander,
Esq.

100.50

Dear Sir:

Re: Bunshichi Shiozaki, #10362.

I beg to acknowledge receipt of copy of letter of the 25th February last Mr. Alexander to M. L. Brown, Esq., British Columbia Security Commission, in which you report that on December 4th you sent Mr. Shiozaki a cheque for \$100.00 and on February 11th a second cheque for \$100.00 and on the same date a detailed statement of accounts which showed a balance remaining in favour of \$201.00. You also request Mr. Brown to note that you are holding for Mr. Shiozaki two \$100.00 War Bonds sent to your office by myself.

On the 20th of February, you sent me a copy of statement mentioned in your letter dated February 15th, addressed to Mr. Shiozaki showing how this credit balance of \$201.09 is arrived at.

In your letter of the 3rd of March, you advise me that you are forwarding Mr. Shiozaki a cheque for \$200.00. May I mention here that Mr. Shiozaki has never acknowledged to me the receipt of any of these cheques and, therefore, seemingly would give me no credit for paying into the Custodian's office funds for these cheques and my intercession that Mr. Shiozaki's needs in the upper country and his second son's education should receive consideration.

You ask in your letter of the 3rd of March, for a complete financial statement covering installments collected by me from Toy Quong to date. I have no accountant in my office to make out these detailed statements. They should not be required in view of the nature of the Toy Quong collection and of subsequent correspondence between our offices with full information as to collections made and disposal of same.

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONE: OFFICE PACIFIC 7922
RES. BAYVIEW 3827

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

E.

If it will help your records, I enclose you a copy of the memorandum handed me by Shiozaki which I succeeded in having Toy Quong approve and in respect of which I think it will be found that I have accounted for all collections made. The first collection is duly receipted. On September 14th, you are advised (see last three paragraphs of our letter of that date) that all accounts between parties have been adjusted to our mutual satisfaction. Since then, your records should show that all collections up to date, 28th of February, have been accounted for to your office in remittances, cheques, and two War Bonds. We have today made the February collection and enclose cheque for same less our paltry \$1.00 for enforcing this payment, nothing seemingly for our legal services, not even stamp money.

Our letters to Shiozaki are not acknowledged. Two have been returned. I will continue making collection of the 11th and 12th installments. They are fairly certain to be made as Toy Quong cannot get title to assets 1012 Main Street without my signature as Attorney-in-Fact for Shiozaki. If I do not get satisfactory settlement for my legal services from Shiozaki, I will simply render a detailed account or make a lump sum charge, deduct same from collections and turn balance over to you promptly when made.

Trusting that your check up on the foregoing will confirm my memory of matters and just how matters should stand between all parties concerned.

Awaiting your early reply with receipt for enclosures and comments.

Yours very truly,

J. A. Russell

JAR:DB
Encls.

4122

March 9, 1943.

Messrs. J. A. Russell & Company,
Barristers and Solicitors,
837 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: Collections from Toy Quong

Reference is made to that portion of your letter dated March 5th regarding collections made by you from Toy Quong on behalf of Mr. Bunshichi Shiozaki.

You state that a detailed statement is unnecessary in view of correspondence between our offices.

In reviewing our file in connection with the ten instalments of \$100.00 each (exclusive of interest) covering the period of due dates running from May 29, 1942 to February 28, 1943, we find:

1. \$100.00 you reported in letter to us of June 30, 1942 was made over to Bunshichi Shiozaki.
2. We have received from you in bonds or in cash seven other payments.
3. Nos. 1 and 2 combined cover a total of eight instalments whereas ten instalments in all should have been collected.

Your comments in the form of a brief statement of instalments collected and of disposition made of said instalments to date will be appreciated.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

Re: B. Shiosaki and Custodian's
Office

March 11th, 1943.

STATEMENT REQUIRED OF INSTALLMENTS COLLECTED
FROM TOY QUONG AND DISPOSITION OF SAME

EVACUATION SECTION	
Rec'd	MAR 12 1943
File No.	4122
Ans.	<i>AM</i>
Referred	

Collected as per copy Amounts Receivable enclosed
in letter to Office of the Custodian, March 5th,
10 installments

\$1,037.50

Disposition of same.

Paid B. Shiosaki, May 30th, 1942.

\$106.00 ✓

2nd installment accounted for in
adjustment of accounts making
settlement with former tenants
and with sales agents.

\$105.50 ✓

Installments 3, 4, 5, 6, 7, 8, 9,
10 accounted for in amounts remitted
Custodian's office in cheques and 2
War Bonds of \$100.00 each less \$1.00,
our charge on each of 10 collections
made.

\$816.00

Collection charge as above

\$ 10.00

Balanced----

\$1,037.50

\$1,037.50

J. A. Russell
Solicitor & Attorney-In-Fact
For B. Shiosaki.

4122

17th March, 1943.

J. A. Russell, Esq.,
Barrister and Solicitor,
637 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Renshichi SHIOZAKI

Thank you for your statement dated March 11th. We have to comment as follows upon the installment collection and dispositions listed in your letter:

1. We note that the \$106.00 installment, being No. 1, collected by you, was paid by you to Mr. Shiozaki on May 30th, 1942.
2. The second installment of \$105.50 you state is accounted for in adjustment of accounts making settlement with former tenants and with sales agents. We presume that disposition made by you refers to buying off Mr. Misakami, and ask for your confirmation.
3. You next state that you have remitted to us installments nos. 3, 4, 5, 6, 7, 8, 9 and 10 in the form of cheques or War Bonds less, in each case, a collection commission of \$1.00, or a total for the eight installments of \$816.00.

The Custodian's Office has not received the eight installments mentioned by you; seven installments only reached us. On November 24th you sent us two \$100.00 Bonds and \$100.00 in cash, followed by installments on December 17th, January 21st, February 9th, March 8th, representing a total of seven installments only. Please check your records and let us have your cheque.

Yours truly,

R. P. Alexander
Manager

RPA:LF

c.c. Mr. Shiozaki

Vancouver, B. C.

June 30th 1942.

To J. A. Russell K. C. my Solicitor
and Attorney in Fact, 417 Metropolitan Building,
Vancouver, B. C.

RE: 1012 Main Street, Conditional Bill of Sale
to Toy Quong.

I would thank you to pay to Forest Warren Lambert,
Second and subsequent instalments due me from Toy Quong as and
when collected, less only \$.75 on each collection when you
learn from the Custodian that this money is not frozen and
should be paid over to Bunshichi Shiosaki order.

Witness:

W. Zarba
417 Metropolitan Bldg
Vancouver, B. C.

B. Shiosaki
Forest Warren Lambert

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3927

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

March 22,

EVALUATION SECTION

Rec'd MAR 26 1943

File No. 4123

Ans. 83

Replied Alexander

Office of the Custodian,
506 Royal Bank Bldg.,
Hastings & Granville,
Vancouver, B. C.

Attention R. P. Alexander,
Esq., Manager.

Dear Sir:

Re: Bunshichi Shiozaki.

I am handing you herewith statement correcting statement delivered to you on the 12th March instant. The mistake would appear to have been made through different memorandums and entries in my account books having been mixed or overlooked when dictating statement of the 11th of March.

You will notice that in the statement of Amounts Receivable by myself, originally prepared and handed me by B. Shiozaki, it is headed "Amounts Receivable by J. A. Russell on behalf of F. Lambert from Toy Quong". There is also the enclosed direction to me a copy of which is enclosed, signed by Shiozaki and Forest Warren Lambert dated 30 June, 1942, directing me to pay second and subsequent installments due from Toy Quong as and when collected.

On September 14th, 1942, I advised you that accounts between parties have been adjusted to our mutual satisfaction. Cheques issued and appearing in the Lambert and Shiozaki file show that all monies in my hands for June and July from Toy Quong or otherwise were accounted for and adjusted to the mutual satisfaction of all parties concerned.

There is, therefore, now only to be accounted for the two final payments from Toy Quong and the settlement and adjustment of my fees. I have written a special letter today to Toy Quong asking him to make his two final payments at once so that I may clear up his title to 1012 Main Street, its contents and business under my Power of Attorney and close my file in this connection.

On the subject of fees, there is two courses open to me; either to prepare a detailed itemized bill of fees and charges or adhere to my original offer to accept a lump fee of \$100.00 to clear this matter up to date. My files disclose that you

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3827

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

2.

have written me 37 letters in connection with Shiozaki's affairs since April 4, 1942 and that I have sent you since March 18, 1942, 20 or more letters. There has also been three interviews; one with Mr. McPherson and two with Mr. Alexander, different interviews with Toy Quong, several interviews with Shiozaki and separately with his son, also interviews with F. Lambert from all of which, plus my efforts to have money sent him from your office, should justify my very moderate demand or offer of compromise at \$100.00.

I would like very much to clear this matter off my desk. Immediately I hear from Toy Quong in answer to above special letter, I will communicate with you again. Please advise me on receipt as to whether or not my course in this matter is satisfactory to you.

Yours very truly,

JAR

JAR:DB
Encls.

Re: B. Shiozaki and Custodian's
Office

March 11th, 1943.

CORRECTED STATEMENT REQUIRED OF INSTALLMENTS COLLECTED
FROM TOY QUONG AND DISPOSITION OF SAME

Collected as per copy Amounts Receivable enclosed
in letter to Office of The Custodian, March 5th,
10 installments

\$1,037.50

Disposition of same.

Paid B. Shiozaki, May 30th, 1942.

\$106.00

2nd and 3rd installments accounted
for in adjustment of accounts mak-
ing settlement with former tenants,
with sales agents, and with F.
Lambert as directed in written
Statement of Installments to be
collected.

\$105.50

&

\$105.00

Installments 4, 5, 6, 7, 8, 9, 10
accounted for in amounts remitted
Custodian's office in cheques and 2
War Bonds of \$100.00 each less \$1.00,
our charge on each of 10 collections
made.

\$711.00

Collection charge as above

\$ 10.00

Balanced-----

\$1,037.50

\$1,037.50

W. H. Russell
Solicitor & Attorney-in-Fact
For B. Shiozaki.

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

EVACUATION SECTION	
MAR 29 1943	
TELEPHONES: OFFICE PACIFIC 7922 RES. BAYVIEW 3827	
File No.	
Ans.	
Referred	<i>Referred</i>

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

March 29, 1943.

Office of the Custodian,
506 Royal Bank Bldg.,
Granville and Hastings,
Vancouver, B.C.

Attention R.P. Alexander, Esq.,
Manager.

Dear Sir:

Re: Bunshichi Shiozaki.

In my letter to you in the matter of the 25th of March, I requested that you advise me on receipt as to whether or not my course in this matter is satisfactory to your Department.

I further advised you that I had written a special letter to Toy Quong asking him to make his two final payments at once so that I might give him a clear title to 1012 Main Street, its contents and business.

My letter has been effective. Toy Quong has given me two cheques, one for \$101.00 and the other for \$100.50. From these two cheques, I am deducting \$1.00 admitted collection fee in respect of each payment, leaving a balance of \$199.50. I dispose of this balance, \$199.50 by handing you herewith a cheque for \$99.50 and withholding \$100.00 to cover my proposed lump fee of \$100.00 or on account of an itemized bill of fees and charges to be prepared if insisted on.

You might let me know on receipt what disposition you are making of this \$99.50 and previous monies turned into your office in connection with this Toy Quong matter. I want for personal reasons of convenience, to clear this matter up as soon as possible and will gladly avail myself of your offered assistance ~~and~~ to clear up the question of costs. You will readily see from previous correspondence that an itemized Bill of Charges will greatly exceed the suggested lump fee of \$100.00.

Awaiting your early acknowledgment and reply and comments.

SHIOZAKI, Bunshichi

File 1122 Reg. 10369.

Yours very truly,

JAR:DB
Enc.

*Final Charge on Rooming House 200
Less Commission 1.00
201.00
Less Legal fees, etc 199.50
101.50*

J. A. Russell
99.50

4122

April 17, 1943.

Mr. J. A. Russell,
Barrister and Solicitor,
837 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Bunshichi SHIOZAKI

Upon my return to Vancouver, I had the opportunity to read your letters dated March 25th and March 29th and also to read letter from Mr. Shiozaki dated March 29th, a copy of which you will find attached.

Thank you for the corrected statement dated March 11th attached to your letter dated March 25th. Please let us have particulars in connection with the second and third instalments mentioned in your statement as to whom payments were made, when, and for what purposes, in order that we may explain to your client fully the disbursements involved amounting to \$210.50, more particularly in view of the fact, as you will note, that your client appears concerned.

In connection with your suggested lump fee for professional services of \$100.00 in connection with the 1012 Main Street property, it appears from Mr. Shiozaki's letter that he had already reached agreement with you on the matter, had paid you on March 12, 1942 \$10.00 on account as a retainer, and on April 11, 1942, a further sum of \$10.00 on account of a general fee to be arranged, and on May 4, 1942, had paid you \$50.00 covered by a receipt signed by you on that date reading "in full balance costs re sale 1012 Main Street to Toy Quong".

We are forwarding to Mr. Shiozaki at this time a cheque for \$99.50 and if you agree with the correctness of the understanding and payments detailed in Mr. Shiozaki's letter, we ask that you forward to us your cheque for \$100.00 together with particulars of the second and third instalments mentioned above.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

443
P. O. Box 561,
Greenwood, B. C.,
April 29, 1943.

Mr. R. P. Alexander,
Office of the Custodian,
Vancouver, B. C.

Re: File No. 4122.

EVACUATION SECTION	
Rec	APR 30 1943
File No.	
Ans.	<i>DSH</i>
Referred	<i>Alexander</i>

Dear Sir:

This is to acknowledge the receipt of your letter of April 23rd, together with cheque (No. 2801) for \$99.50.

I am now in receipt of \$499.50 from you plus the two \$100.00 Bonds in all; the first two cheques of \$100.00 each (cheque #1083 and #1756) received on December 14, 1942 and on February 22, 1943 respectively; cheque for \$200.00 received on March 8, 1943 and the two \$100.00 Bonds received on March 15, all of which I had acknowledged.

With reference to the attached statement, Mr. Russell is to make deduction of seventy-five cents only per each instalment for all instalments receivable up until October 29, 1942 (ie) 5 instalments excluding the first one. The first instalment of \$100.00 plus interest of \$6.00 was received by me prior to my evacuation; and the payment for his services was paid at that instant as had been agreed upon. As for the remaining six instalments, deduction of \$1.00 only is to be made by Mr. Russell for each instalment since he asked for an increase subsequently, reply to which I made an offer of \$1.00 and no more for his services. Incidentally, the original agreement was that Mr. Russell would render this service free of charge, since the sales agent, P. C. Gibbons and Co., also had agreed to render the service free of charge. When the former requested a lump sum of \$100.00 for his services on October 28, 1942, I could not agree upon his request but made the above offer of \$1.00 per instalment and if unsatisfactory to him, I requested him to discontinue his services so that I may deal with your department (Custodian) directly. I requested a prompt reply from Mr. Russell but as yet I have none, and I gather that my offer has been accepted; otherwise he has no right to make any claim to any portion of the subsequent instalments.

I gather that the total amount received so far covers portion of the second to eighth instalment inclusive, which should total \$722.25 including interests after correct deductions have been made as stated above. The four cheques plus the two Bonds total \$699.50 cash value, which means that \$22.75 has not been accounted

4122

Amounts Receivable by J. A. Russell from Toy Quong.
 (\$1200. with 6% interest per annum or .5% interest per month.)

#1	Instalment	\$100.00	
	Interest (1200 x .005)	<u>6.00</u>	
	Total amount receivable on May 29, 1942.		\$106.00
#2	Instalment	\$100.00	
	Interest (1100 x .005)	<u>5.50</u>	
	Total amount receivable on June 29, 1942.		\$105.50
#3	Instalment	\$100.00	
	Interest (1000 x .005)	<u>5.00</u>	
	Total amount receivable on July 29, 1942.		\$105.00
#4	Instalment	\$100.00	
	Interest (900 x .005)	<u>4.50</u>	
	Total amount receivable on August 29, 1942.		\$104.50
#5	Instalment	\$100.00	
	Interest (800 x .005)	<u>4.00</u>	
	Total amount receivable on September 29, 1942.		\$104.00
#6	Instalment	\$100.00	
	Interest (700 x .005)	<u>3.50</u>	
	Total amount receivable on October 29, 1942.		\$103.50
#7	Instalment	\$100.00	
	Interest (600 x .005)	<u>3.00</u>	
	Total amount receivable on November 29, 1942.		\$103.00
#8	Instalment	\$100.00	
	Interest (500 x .005)	<u>2.50</u>	
	Total amount receivable on December 29, 1942.		\$102.50
#9	Instalment	\$100.00	
	Interest (400 x .005)	<u>2.00</u>	
	Total amount receivable on January 29, 1943.		\$102.00
#10	Instalment	\$100.00	
	Interest (300 x .005)	<u>1.50</u>	
	Total amount receivable on February 28, 1943.		\$101.50
#11	Instalment	\$100.00	
	Interest (200 x .005)	<u>1.00</u>	
	Total amount receivable on March 29, 1943.		\$101.00
#12	Instalment	\$100.00	
	Interest (100 x .005)	<u>.50</u>	
	Total amount receivable on April 29, 1943.		\$100.50

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONE: OFFICE PACIFIC 7922
RES. BAYVIEW 3827

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

Your file #4122.

May 3, 1943.

RECEIVED SECTION	
Rec'd MAY 4 1943	
File No.	Doc.
	Referred Alexander

Office of the Custodian,
506 Royal Bank Bldg.,
Granville & Hastings,
Vancouver, B.C.

Attention R.P. Alexander, Esq.,
Manager.

Dear Sir:

Re: Bunshichi Shiozaki.

I have to acknowledge receipt of your favours of the 17th of April and 31st of March, 1943, with enclosures.

While in your letter of the 17th of April, you enclose copy letter from B. Shiozaki per D.S., you fail to enclose copies of my three receipts which are mentioned. Please send detailed copies of these receipts in answer. My stubs for these receipts may mention amounts but do not particularise the payments they are supposed to represent or cover.

Apart from this, the letter of the 29th of March is altogether out of line and will be answered when I receive these copies receipts.

I have already dealt with the question of the second and third payments made by Toy Quong but I will deal with it again in my following letter.

The question of my professional services may require to be dealt with as between Solicitor and client. For the moment, however, I may tell you that there is no amount due from me to Mr. Shiozaki after accounts between us have been adjusted. As I write, the balance would appear to be the other way.

Awaiting your reply.

Yours very truly,

JAR:DB

J. A. Russell

4122

May 6, 1943.

Messrs. J. A. Russell & Company,
Barristers and Solicitors,
637 West Hastings Street,
Vancouver, B. C.

Dear Sirs

Re: Bunshichi SHIOZAKI

Thank you for your letter dated May 3rd.

Re: Professional Services. In accordance with your request, attached please find copies of the receipts mentioned in our letter to you dated April 17th and quoted therein.

Re: Collections. Your comments have been noted. We understand that you will be writing to us in connection with the second and third payments, and in this connection we note that in your first statement dated March 11, 1943, you refer to the second instalment as "accounted for in adjustment of accounts making settlement with former tenants and with sales agents", and that in your second statement, or your revised statement, dated March 11, 1943, you refer to the second and third instalments as "accounted for in adjustment of accounts making settlement with former tenants, with sales agents, and with F. Lambert as directed in written Statement of Instalments to be collected."

We have already asked that you provide us with full particulars, and in this connection we recall that in your letter to us dated July 4, 1942, you asked us what disposition you should make of second and subsequent payments being made to you by Mr. Toy Quang, and in reply we requested that you forward the second and subsequent payments to us. In a previous letter from you which was dated June 30, 1942, you confirmed to us that the first of the twelve payments had been made over by you to Mr. Shiozaki and that the second payment was received by you on June 29, 1942.

In brief, your letters seem to indicate that of the twelve monthly instalments in question, one was paid over to Mr. Shiozaki by you, two instalments were retained by you for the purpose of making some disbursements, one instalment of \$100.00 was retained by you for professional services, and the eight remaining instalments were paid by you to this office either in the form of bonds or cheques.

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. DAYVIEW 3827

CUSTODY SECTION	
MAY 8 1943	
FILED	<i>Qm</i>
Referred <i>Alvander</i>	

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

Your file #4122.

May 7, 1943.

Office of the Custodian,
506 Royal Bank Bldg.,
Granville & Hastings,
Vancouver, B. C.

Attention R.P. Alexander, Esq.,
Manager.

Dear Sir:

Re: Bunshichi Shizaki.

In your letter of the 6th of May, received this
P. M., in the first paragraph you write:

"Re: Professional Services. In accordance with
your request, attached please find copies of the receipts
mentioned in our letter to you dated April 17th and quoted
therein."

No such copies receipts are attached. Please let
me have same on receipt.

Further paragraphs in your letter will be answered
as indicated in my letter of the third instant when I re-
ceive your answer.

Yours very truly,

J. A. Russell

JAB:DB

EVACUATION SECTION	
Recd	MAY 12 1943
File No.	4422
Ans.	RM
B. Shingaki	

P. O. Box 561,
Greenwood, B. C.
May 8, 1943.

Mr. R. P. Alexander,
Office of the Custodian,
Vancouver, B. C.

Dear Sir:

I have received your letter of May 7th, enclosing a copy of your letter to Mr. Russell. With reference to second and third instalments, I see that Mr. Russell is holding them, his reason being "accounted for in adjustment of accounts making settlement with former tenants, with sales agents, and with F. Lambert." I hereby wish to furnish you with the following information which may aid you in settling the whole matter.

On April 16, 1942 I made full payment of \$220.00 (10% of the sales price of the premises in question) to P. C. Gibbons and Company, who were the sales agents. Accounts have been completed and you may check with Mr. Gibbons, 300 block East Hastings St., regarding the matter.

As for the former tenants, all necessary settlement was made with Mr. Toy Quong, vendee just immediately after the sales negotiation was completed.

As for Mr. F. Lambert, I had hoped that he would keep all payments for me but if the Custodian would credit my account, he would be perfectly satisfied. I am sure you will be hearing from him presently regarding the matter. I am enclosing a statement which was drawn up, whereby Mr. Lambert was to accept the payments from Mr. Russell, at which time the understanding was that the Custodian had frozen all payments. You will see that \$.75 per collection was all I had to pay Mr. Russell.

The foregoing information should clarify all doubts and Mr. Russell should have no claims against me. His fee for professional services has already been paid in full. I had overlooked the fact that on April 16, 1942. I had paid Mr. Russell \$90.00, after \$10.00 being paid on April 11, 1942 and the final \$50.00 paid in full balance for his fees.

Instead of remitting me any further instalments, I would appreciate if you credit my account for the duration for the purpose of rehabilitation. I would like to have your early reply regarding this last matter.

Yours sincerely,

B. Shingaki per AS.

Vancouver, B. C.

June 30th 1942.

To J. A. Russell K. C. my Solicitor
and Attorney in Fact, 417 Metropolitan Building,
Vancouver, B. C.

RE: 1012 Main Street, Conditional Bill of Sale
to Toy Quong.

I would thank you to pay to Forest Warren Lambert,
Second and subsequent instalments due me from Toy Quong as and
when collected, less only \$.75 on each collection when you
learn from the Custodian that this money is not frozen and should
be paid over to Bunshichi Shiozaki order.

B. Shiozaki (signed)

Forest Warren Lambert (signed)

Witness:

N. Forbes (signed)
417 Metropolitan Bldg.,
Vancouver, B. C.

May 12, 1943.

Messrs. F. C. Gibbons & Company, Ltd.,
254 East Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: Bunshichi SHIOZAKI
Toy Quong
1012 Main Street, Vancouver

In a letter we have just received from Mr. Shiozaki dated May 5th, he indicates that on April 16, 1942, he disposed of property at 1012 Main Street, Vancouver, under a Conditional Bill of Sale, to Mr. Toy Quong, Chinese, for the sum of \$2,200.00 paying to your Company, who acted as sales agents, a commission of 10% or \$220.00.

We would appreciate receiving your confirmation together with particulars of any offer you may have made at the time to Mr. Shiozaki for collection on his behalf of balance due under Conditional Bill of Sale, the terms of your offer, and why your offer, if any, was not accepted by Mr. Shiozaki.

Your co-operation in providing us with this information will be very much appreciated indeed.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA



P. C. GIBBENS & CO. LTD.

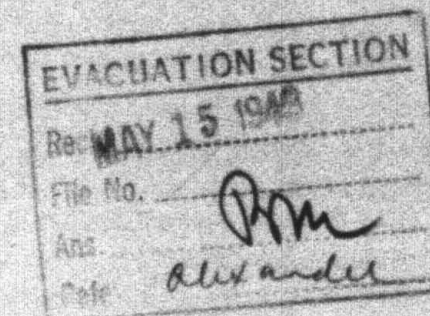
TRUSTEES, FINANCIAL AND ESTATE AGENTS
NOTARY PUBLIC

ADDRESS ALL COMMUNICATIONS TO THE FIRM:

254 EAST HASTINGS STREET,

VANCOUVER, B. C.

14th May 1943.



Office of the Custodian,
506 Royal Bank Building,
City.

Gentlemen:-

Attention Mr R P Alexander,

Re; Binshiohi SHIOZAKI
Toy Quong,
1012 Main Street, Vancouver.

Your file 4122

Your letter May 12th, we made the sale of the property of the above mentioned Japanese (1012 Main St) to Mr Toy Quong and the conditions and figures mentioned in your letter are correct.

We did not offer to collect the balance due, our understanding being, that Mr J. A. Russell, K. C, 837 Metropolitan Building, Vancouver, who was the Attorney for the Vendor, Mr Shiozaki, would look after these payments, hence our firm not offering to look after same. We understand that all the payments have been made and that Mr Toy Quong is the only person who has any interest in the property.

This is the only information we have on this transaction, and trust this will be of value to you.

Yours very truly

P.C.GIBBENS & CO LTD.

S-2.

Established Over A Quarter Of A Century

per

E. Swain

Read Island, B. C.

May 16th 1943.

Mr. R. P. Alexander,
Office of the Custodian,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	MAY 24 1943
File No.	
Ans.	<i>Da</i>
Referred	<i>Alexander</i>

Dear Sir :

Re File No. 4122, Bunshichi Shiozaki
P. O. Box 561,
Greenwood, B. C.

This is to state that this man is a freind of mine and that he never owed me anything re the sale of the Rooming House of 1012 Main Street, Vancouver, B. C. to Toy Quong. As per the enclosed copy of the agreement signed by us, the monthly instalments were to be paid to me when collected by J. A. Russel K. C. 417 Metropolitan Building, Vancouver, B. C.

These payments were to be paid to me only to be held by me until Mr, B. Shiozaki was located after evacuation. However I positively did not receive any of these instalments and therefore the second and subsequent instalments should have been paid to you.

Hoping this will help you obtain all these instalments and credit them to Mr. B. Shoizaki, I am,

Yours truly,

Forest Lambert.

See June 30, 1942

May 28, 1943.

Mr. Bunshichi SHIOZAKI,
Registration No. 10369,
P. O. Box No. 561,
Greenwood, B. C.

Dear Sir:

Re: Mr. J. A. Russell

Thank you very much for your letter dated May 26th. We again visited Mr. J. A. Russell this morning on your behalf.

We have already provided you with complete particulars of collections we have been able to obtain to date on your behalf from Mr. J. A. Russell and we have detailed to you clearly the difficulties encountered in securing balance which you state to be still outstanding.

We have also provided you with statements made by Mr. J. A. Russell in connection with his fees for professional services.

Our files clearly indicate that we have made every endeavor on your behalf.

As you are apparently not satisfied and because of the fact that Mr. J. A. Russell is, we understand, holding your Power of Attorney and was retained by you as your solicitor, we do not feel that we can press further into the matter of a dispute between a solicitor and his client. After all, you appointed Mr. J. A. Russell voluntarily and if you are dissatisfied with his services, you are of course entirely free to take any steps you may desire towards obtaining satisfaction and an accounting acceptable to you.

We have no suggestions as to what steps you should take and it is a matter which you may possibly desire to discuss with your son and with local friends. The Custodian is, therefore, closing its file in connection with the matter unless and until we hear from you as to any steps you may desire the Custodian to take at your expense on your behalf.

Yours truly,

RPA:MA

R. P. Alexander,
Manager.

June 3, 1943.

MEMORANDUM - MR. WRIGHT

Re: Bunshichi SHIOZAKI

The situation briefly is this:

1. Mr. Bunshichi Shiozaki sold a rooming house at 1012 Main Street and retained the services of a solicitor, Mr. J. A. Russell, for the purpose of collecting instalments due under a Conditional Bill of Sale.
2. The first instalment was paid direct to Mr. Shiozaki.
3. Mr. Russell on June 30, 1942 had collected the second instalment and asked what he was to do with it and we requested him to forward said instalment to us together with all subsequent instalments.
4. After Mr. Russell finally collected all instalments we have had difficulty in obtaining payment but have now secured all except three payments totalling roughly \$300.00. Of these three instalments, Mr. Russell says one is to cover his professional services and that the other two cover "disbursements to Lambert, sales agents, etc." Insofar as professional services are concerned, Mr. Shiozaki contests the right of his solicitor to make this \$100.00 charge and in support of his contention has provided us with receipts signed by Mr. Russell covering all of Mr. Russell's professional services in this connection. Insofar as the \$200.00 disbursement question is concerned, the sales agents and Mr. Lambert have both confirmed to us that they have not received money from Mr. Russell. I asked Mr. Russell for particulars of these disbursements as to whom they were paid, why they were paid, and when they were paid, in order that we might send the necessary information to Mr. Shiozaki but in reply was told by Mr. Russell that the matter was confidential as between himself and his client and that he did not feel free to impart the information but was prepared to look out for his own interests in this matter of a dispute between himself and his client.

I therefore decided that the Custodian should withdraw from the case and I would appreciate your reading my letter to Mr. Shiozaki dated May 26th and then that you read his reply dated May 29th, in connection with which I would deeply appreciate receiving your advice.

If Mr. Shiozaki takes up the matter with the Spanish Consul and the Spanish Consul approaches this office, we can, I believe, get the necessary facts to the Spanish Consul who may in turn see fit to advise Mr. Shiozaki to retain the services of a solicitor to aid him in settling his dispute with Mr. Russell.

If Mr. Shiozaki would write to us direct and request us to secure the services of a solicitor, at his own expense, on his behalf, I think the matter should be referred to Messrs. Locke, Lane, Guild & Sheppard.

I do not know how to frame a reply to Mr. Shiozaki but would it be in order for me to tell him that insofar as the "practice of the Custodian is concerned, we have not as yet any precedent for retaining counsel at the expense of the Crown for the purpose of taking legal action in a dispute as between an individual of the Japanese race and a solicitor voluntarily appointed by said individual of the Japanese race." Alternatively do you hold the view that Mr. Russell is a trustee for Mr. Shiozaki and that the Custodian can or should be concerned with Mr. Russell's performance of trustee obligations? It might be well to discuss the matter verbally and informally with Mr. Sheppard who may be able to settle the matter quickly, easily and diplomatically by talking the matter over briefly with Mr. Russell.

If much time is required, should I in the meantime send a brief acknowledgment to Mr. Shiozaki, or would you please be good enough to do so.

RPA:MA

Re: File 4122

P. O. Box 561,
Greenwood, B. C.,
May 29, 1942.

Mr. R. P. Alexander,
Office of the Custodian,
Vancouver, B. C.

Dear Sir:

I have just received your letter dated May 18th in which you state that you are unable to make any settlement regarding my affair.

Just prior to my evacuation from the Coast, your department had written Mr. J. A. Russell that the instalments receivable by him on my behalf would be frozen for the duration, and you had instructed Mr. Russell to forward all payments to you. In the letter from Mr. Russell to you dated July 4, 1942, he had asked you what disposition he was to make of second and subsequent payments, to which you instructed him to forward all payments to you. He has not only refused to follow your instructions, but has made false claims, which is apparent from the fact that he was ready to make disposition last July as instructed.

As Department of Secretary of State you have the right to take over all assets of the people of Japanese origin from any individual and protect our interests for the duration. I am really disappointed in you for being irresponsible and not protecting my interest. Your department is the official custodian set up by the Dominion Government to look after my interest while we have been evacuated for the duration, but you are not fulfilling your duty by allowing Mr. Russell to make false claims and not receiving all payments from him. Whether he is my attorney is not the question; for this is war time and situation is quite different and your department is the Custodian to protect my interest.

Last July your department endeavoured to make collection from Mr. Russell but now I see that you are relinquishing your duty. I have heretofore furnished your department with sufficient evidence in support of my contention and, therefore, would ask you to have Mr. Russell turn over to you all payments he has in his possession so that you can hold the same for safekeeping for the duration, in which case Mr. Russell can ask for settlement after the war, if necessary.

If there are any claims to be made against me by Mr. F. Lambert, by sales agent (P. C. Gibbons and Co.) or by former tenants, as Mr. Russell states, I think it should be reported to the Custodian directly by these people and consultation with me be made as to the validity of the claim, rather than have Mr. Russell make judgment.

Your withdrawal from this matter is simply defeating the purpose of the custodian. Your department is the Custodian! Let us hear from you at once what you will do; and depending upon your reply, I shall take measures with the Spanish Consul.

Yours very sincerely,

B. Shogaki jms

EVACUATION SECTION	
Rec'd JUN 1 1943	
File No.	
Ass.	<i>DM</i>
Refused	<i>Shogaki</i>

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

C. H. LOCKE, K.C.
W. S. LANE C. R. GUILD, K.C. (MAN)
F. A. SHEPPARD, K.C. (BARR.) K. L. YULE
J. R. YOUNG S. C. LANE
E. C. LOCKE

703 Rogers Building

Vancouver, B. C.

June 8th, 1943

CABLE ADDRESS, "MAYERS"
TELEPHONE, PACIFIC 7137

Rec'd	JUN 9 1943
File No.	
B. C.	
Ans.	

Office of the Custodian,
912 Royal Bank Bldg.,
Vancouver, B.C.

Attention Mr. Wright.

Dear Sir:-

Re - Bunschichi Shiozaki
Legal Dept. File No. 4122

We have considered your file to determine the claim against J.A. Russell & Company. First, as to your position as Custodian towards the evacuee; this evacuee appears to have chosen Mr. Russell to collect these monies rather than leave it to you to collect these funds, and if there is any loss through the collection that will have to be attributed to the fault of the evacuee not due to any fault on your part. There is no basis for the statement in the evacuee's letter of May 29th, 1943 "I am really disappointed in you for being irresponsible and not protecting my interest." The fact is that the evacuee chose this collecting agent in preference to you and has to that extent relieved you of the duty of looking after her affairs. She should not now pretend to look to you at all to protect her interest and should be disabused of the inaccurate position now taken. Secondly, as to the position of J.A. Russell towards the evacuee it appears that Russell has collected \$300.00 principal and some interest being the remaining instalments payable by Toy Quong and as against this amount Russell claims a set-off for legal fees and disbursements. There is no doubt that these are trust funds and he should account showing the amount he has received and the amount he has disbursed, and render a proper statement of his legal fees so that it may be determined whether these are a proper set-off. The evacuee contends there was an arrangement for fees on the basis of seventy-five cents for each instalment of One Hundred Dollars until October 28th, 1942 then the evacuee offered him \$1.00 and no more," (Letter of March 29th, 1943). In the evacuee's letter of December 2nd, 1942 it is

Office of the Custodian.

stated that the evacuee "would be able to pay him \$1.00 for the monthly collection plus interest. " Literally this means that Russell was to receive \$1.00 of the principal and all the interest for each \$100.00 instalment. Even that would be an insignificant fee because we would expect him to charge fifteen per cent up to \$250.00 and thereafter ten per cent. Further, any arrangement for a stated fee would have to be assented to by Russell and he appears fairly consistently to have stated his intention to make a charge for his services, according to his following letters :-

Sept. 14/42 "I was to make schedule legal charges ".

Oct. 24/42 " I will ask for something better by way of fees than present allowance of stamp and paper money."

Nov. 20/42 "If I cannot make some adjustment."

Nov. 28/42 "question of fees can remain in abeyance for the present. "

Dec. 15/42 Russell indicates in the letter that he was to receive \$1.00 for collections with interest but he deducts merely \$1.00.

The difficulty is in determining that the parties have agreed upon a stated fee to be paid to Russell; that would require an agreement between both parties and from the point of view of the evacuee there is the contention of \$1.00 and then \$1.00 plus interest unless the latter is in error being unfamiliar with English, but as against this there is the continual statement by Russell that his fees will have to be adjusted later, that he is not accepting the deducted sum which he calls postage and paper money. There is a question of whether there are other fees payable to Russell but you will bear in mind the receipts forwarded to you by the evacuee signed by J.A. Russell, being March 12, 1942 for \$10.00 "account retainer looking after his interest in premises in 1012 Main St., Vancouver, " April 11th, 1942 for \$10.00 "account general fee to be arranged " and May 4th, 1942 for \$50.00 " in full balance costs re: sale 1012 Main St., to Toy Quong." So far as the disbursements are concerned we observe the letter by Forest Lambert of May 16th, 1943 stating the evacuee was a friend and owed him nothing so that Russell may not have made any adjustment with Moffat.

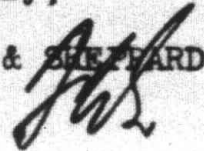
As to the evacuee's position re fees you will bear in mind the letter of P. C. Gibbens & Co. Ltd., of May 14th, 1943 in

- 3 -

Office of the Custodian.

which this firm denies it ever offered to collect these monies thereby contradicting the evacuee's statement. We have, however, written to Russell asking him to account to you at once and that may clean up the matter.

Yours truly,

LOCKE, LANE, GUILD &  SHEPPARD,

Per :-

FAS/EB.

COPY

CABLE ADDRESS: "MAYERS"
TELEPHONE: PACIFIC 7127

LOOKE, LANE, GUILD & SHEPPARD
Barristers and Solicitors

703 Rogers Building

Vancouver, B.C.

June 8th, 1943.

C. H. LOOKER, K.C.
W. B. LAKE
F. A. SHEPPARD, K.C. (SAS) K. L. YULE
J. R. YOUNG
C. C. LOOKER
C. H. GUILD, K.C. (MAN.)
S. C. LAKE

J.A. Russell, Esq., K.C.
Metropolitan Bldg.,
Vancouver, B.C.

Dear Sir:-

Re Bunshichi Shiozaki
and The Custodian.

The Custodian has requested us to demand from you an account of your collections in this matter and to remit the balance to the Custodian forthwith. From the evacuee's contention you have collected three instalments, each of the principal amount of \$100.00 and interest. As against that you contend there is payable to you some other fee. The evacuee contends you were to receive for collection \$1.00 for each instalment. Your other fees were paid as evidenced by your receipts:-

March 12th, 1942 for \$10.00 "account retainer looking after his interest in premises in 1012 Main St., Vancouver."

April 11th, 1942 for \$10.00 "account general fee to be arranged."

May 4th, 1942 for \$50.00 "in full balance costs re sale 1012 Main St. to Toy Quong."

Mr. Forest Lambert states no disbursements were made to him and the evacuee states he made payment of the commission to P. C. Gibbons & Co. Ltd.,

We would be obliged if you would settle this matter with the Custodian this week.

Yours truly,
LOOKE, LANE, GUILD & SHEPPARD,

FAS/ES.

Per: 

June 17, 1943.

Mr. Bunshichi SHIOZAKI,
Registration No. 10369,
P. O. Box 561,
Greenwood, B. C.

Dear Sir:

Thank you for your letters dated May 29th and June 15th.

Upon receipt of your letter dated May 29th we referred this matter on your behalf to our solicitors who in turn on your behalf have written to Mr. J. A. Russell demanding particulars of disbursements and requesting settlement. As soon as we receive a reply through our solicitors, we will be writing to you.

This opportunity is taken to suggest that you send to this office for safe-keeping originals of all receipts given to you by Mr. Russell for payments allegedly made by you to Mr. Russell for professional services. The receipts presumably are for \$10.00, \$10.00, \$90.00 and \$50.00, paid respectively on March 12th, April 11th, April 16th and May 4th, 1942.

Your remarks to the effect that "I am really disappointed in you for being irresponsible and not protecting my interest" have been noted, and we must confess that we can see no basis for the statement in question. The fact is that you chose Mr. J. A. Russell as your collecting agent in preference to the Custodian, and, of course, to that extent relieved the Custodian of responsibility for looking after your affairs. You should not now pretend to look to this office to protect your interests and should disabuse your mind of the inaccurate position taken by you.

Specifically, and for the purpose of making progress, perhaps you will reply in full to the last two paragraphs of our letter to you dated May 28th in which we requested you to advise us as to what steps you may desire the Custodian to take at your expense on your behalf towards settlement of a dispute between you and a solicitor legally retained by you.

Yours truly,

R. P. Alexander,
Manager.

RPA:MM

June 25, 1943.

Mr. Kunichi SHIOZAKI,
Registration No. 10369,
P. O. Box 561,
Greenwood, D. C.

Dear Sir:

Receipt is acknowledged of your letter dated June 22nd.
Your views have been noted.

If it is your desire that the Custodian assist you in
effecting settlement without recourse to litigation, perhaps you will
consider complying with request already sent to you that you provide
this office with original receipts signed by Mr. J. A. Russell for
\$10.00, \$10.00, \$90.00 and \$50.00 dated March 12, April 11, April 16,
and May 4, 1942 respectively.

After receiving your reply, we shall be pleased on your
behalf to consider the matter further and thereafter notify Mr. J. A.
Russell in accordance with your wishes.

Yours truly,

R. P. Alexander,
Manager.

RPA:HA

EVACUATION SECTION	
Rec'd JUN 24 1943	
File No.	
Ans.	<i>Ans.</i>
Date	<i>Alexander</i>

P. O. Box 561,
Greenwood, B. C.,
June 22, 1943.

Mr. R. P. Alexander,
Office of the Custodian,
Vancouver, B. C.

File No. 4122

Dear Sir:

Thank you for your letter of June 17th, which I received to-day.

I would like to state that at this moment I am not in favour of any expenses incurred by your solicitors or by anyone else to be deducted from my account in making settlement. There are still \$322.16 due from Mr. J. A. Russell and together with \$101.59 credited to my name as stated in your letter of April 21st, I have been hoping to make use of it for rehabilitation purposes after the war.

Unless this settlement is possible without entailing expenditures, I shall hope for a settlement after the war.

I would appreciate very much if you kindly notify Mr. Russell to the above effect.

Yours very sincerely,

B. Shizaki



CONSULADO DE ESPAÑA
VANCOUVER

Rec'd	JUN 25 1943
File No.	4122
Ans.	
Referred	

June 25th, 1943

No. 214

Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:

Mr. Bunshichi Shiozaki, of Greenwood, B.C. has written to me, for assistance in obtaining settlement for the sale of his house at 1012 Main St., Vancouver, and which was sold to a Chinese, Mr. Toy Quong in April 1942.

I understand that Mr. J.A. Russel has been acting as agent for the seller, who alleges that he has retained funds to cover his costs, in excess of the amount agreed to at the time the sale was consummated.

If you have the information available, I would appreciate receiving a financial statement on this sale, showing amount collected and disposal of same, past due payments and balance owing; also agents charges.

Yours very truly

F. de Kobbe
F. de Kobbe-Spanish Consul.

fb/f de k.

File No. 4122.

To: Mr. Shears.

From: Mr. Alexander.

June 30th, 1943.

Re: SHIMIZU, Shiroshi.

The following may be of some assistance to you when replying to the letter to you dated June 25th from the Spanish Consul.

Mr. Shiroshi Shimizu sold the rooming house at 1212 Main Street, Vancouver to Mr. Toy Gung for \$2,500.00 under a Conditional Bill of Sale providing \$1,000.00 in cash with the balance of \$1,500.00 being payable at \$100.00 per month plus interest. The sale was effected by Shimizu through Mr. Williams and Mr. J. A. Russell of 417 Metropolitan Building, 497 Hastings Street West, Vancouver, was appointed by Shimizu as his own agent for collection of the remaining \$1,500.00 mentioned above.

Of the twelve installments, one installment was paid direct by Mr. Russell to Mr. Shimizu. The entire balance due by Toy Gung has been collected by Russell and all of it has been remitted to the Custodian either in the form of checks or the funds and duly accounted for by the Custodian to Mr. Shimizu with the exception of three installments not remitted by J. A. Russell either to the Custodian or to his client, Mr. Shimizu. Mr. Russell states that he has retained one installment of \$100.00 for his own professional services and that the other two installments representing \$200.00, principal, were retained by Mr. Russell covering disbursements in nature of which is not known to this office, but described by Mr. Russell as — "disbursements to Lambert, sales agents, etc." Lambert denies having received any disbursements from Russell and the sales agents make the same statement.

Messrs. Locke, Lane, Gould & Shepard have, on behalf of the Custodian, demanded of Mr. J. A. Russell an accounting covering trust funds mentioned above, but J. A. Russell has ignored their demand which is dated June 25th.

Because Mr. Shimizu appointed J. A. Russell as collecting agent in preference to the Custodian, he had to that extent relieved this office of the duty of looking after his affairs. Mr. Shimizu does not want the Custodian to enter into any litigation at his expense towards enforcing the collection from J. A. Russell, and has not co-operated with the Custodian to the extent of complying with requests made by this office that he, Shimizu, forward to us originals of receipts covering sums allegedly paid direct by Shimizu to Mr. J. A. Russell in March, April and May, 1942 for "professional services". If Mr. de Robbe is able to bring pressure to bear on J. A. Russell and obtain settlement, this is an eventuality, the success of which is greatly desired.

HPA:ML.

AMS

28

3rd July, 1943.

F. de Kobbe Esq.,
Spanish Consulate,
Vancouver, B.C.

Dear Sir:

Re: Bunshichi SHIOZAKI

We are in receipt of your letter of the 25th June in which you ask for information in regard to Mr. Shiozaki's affairs in connection with the sale of his house at 1012 Main Street, Vancouver, and the negotiations with Mr. J.A. Russell in regard to same. The facts as they appear on our file are as follows:

Mr. Shiozaki sold his property to Mr. Toy Quong for \$2,200.00 under a Conditional Bill of Sale Agreement and received \$1,000.00 in cash. The balance was payable at \$100.00 per month plus interest.

Mr. Shiozaki appointed Mr. J.A. Russell as his agent for the collection of this amount. The entire balance due by Mr. Toy Quong has, we believe, been collected by Mr. Russell. One installment was paid by Mr. Russell direct to Mr. Shiozaki and the amounts received by this office have been accounted for to Mr. Shiozaki and our statement is enclosed herein.

There appears to be three instalments which have not been remitted by Mr. Russell, either to ourselves or to Mr. Shiozaki. Mr. Russell states that he has retained \$100.00 for his own professional services and the other two instalments are said to have been disbursed to a Mr. F.B. Lambert on behalf of Mr. Shiozaki. This, however, is denied by Mr. Lambert.

Our office has had considerable correspondence and interviews with Mr. Russell and failing to get the required satisfaction, the matter was referred to our Solicitors, Messrs. Locke, Lane, Guild & Sheppard, and they wrote to Mr. Russell asking for a settlement, but without result.

Mr. Shiozaki has written to us saying "I am really disappointed in you for being irresponsible and not protecting my interest."

We trust that you will appreciate the fact that Mr. Shiozaki chose his own collecting agent in preference to placing his affairs entirely in our hands at the time he registered with us. Mr. Russell was not appointed by us and we cannot therefore be held responsible for his actions.

The file does not indicate that any definite fee was agreed upon between Mr. Russell and Mr. Shiozaki. Mr. Russell we understand holds a Power of Attorney from Mr. Shiozaki and as previously stated Mr. Russell was retained by him as his Solicitor.

This office feels that we have made every endeavour to obtain a settlement on behalf of Mr. Shiozaki but a decision as to whether definite legal steps should be taken rests with Mr. Shiozaki and according to his letter of the 22nd June, he is not in favour of any expenses being incurred for this purpose.

We trust that the information given herein may be helpful to you and we can assure you that this office will give you the fullest co-operation in our power.

Yours truly,

F. G. Shears,
Director.

FGS/PBH

4122

506 Royal Bank Building,
Vancouver, B.C.

3rd July, 1943.

G.W. McPherson, Esq.,
Executive Assistant to the
Secretary of State of Canada,
Office of the Custodian,
Victoria Building,
Ottawa, Ont.

Dear Mr. McPherson:

Re: Bunshichi SHIOZAKI.

We have received a letter from Mr. P. de Kobbe, the
Spanish Consul asking for information in connection with one
of our files.

In case any reference should be made to your office
in connection with this matter, so that you may have some know-
ledge of the case, I am enclosing copy of my letter to Mr. de
Kobbe.

I understand that Mr. J.A. Russell is one of the oldest
Barristers in this district and used to command a great deal of
respect from the legal profession and other citizens but that it
is a case where on account of drink his affairs are not in a very
satisfactory position.

Yours very truly,

27
F. G. Shears,
Director.

FGS/PME

encl.

EVACUATION	
Rec'd	JUL 5 1943
File No.	
Ans.	
Referred	<i>Alexander</i>

P. O. Box 56,
Greenwood, B. C.,
July 3, 1943.

ont to Hears

Mr. R. P. Alexander,
Office of the Custodian,
Vancouver, B. C.

RE: File No. 4132.

Dear Sir:

Thank you very much for your letter dated June 25th.

According to a visitor from Vancouver I have learnt that in my case providing Mr. J. A. Russell loses his Power of Attorney, the office of the Custodian can exercise the right to collect the remaining money from the former. I would appreciate very much if you would inform me whether this is true.

At this point, however, I would like to state that Mr. Russell asked for my Power of Attorney in order to seize the business from the former proprietor in April, 1942, stating that unless he has this power he would be unable to make the seizure at that time. In a statement, a copy of which I have enclosed I had signed requesting Mr. Russell to forward collections to Mr. Lambert, hoping to have the latter keep the money for me instead of the former.

Nevertheless, if this statement does mean that he has my full Power of Attorney it may be advisable to remove this Power from him so that your department can make the collections. I have no idea of how much fee would be incurred to take such steps to remove this Power from him.

If you would let me know what the fee would be and whether such steps would enable your department to collect the balance of my money from Mr. Russell, I would appreciate very much.

Yours very sincerely,

B. Shiozaki per B.P.

Encl. (1)

EVACUATION SECTION
Rec'd JUL 14 1943
File No.
Ans.
Referred

P.O. Box 561,
Greenwood, B.C.,
July 12, 1943.

Mr. J. A. Russell,
837 West Hastings Street,
Vancouver, B.C.

Dear Sir;

I have your letter dated July 6th. It is your letter that is so misleading that I could not believe you to expect my approval of it. In fact, I am so dissatisfied that in reply to your letter, and for your benefit I hereby make the following statements.

As for your legal services for all transactions re 1012 Main St. premises, I have paid you in full on four different occasions to the total of \$160.00. Regarding collections of cash balance of \$1200.00 from Toy Quong in monthly instalments, I requested your service because you had offered to render the service free of charge. I had presumed that your offer of free service was due to the fact that I had paid you much more for your legal services (the amount stated above) than you had requested me. After collecting the first instalment, however, you requested me to pay you seventy-five cents for each instalment to cover the cost of stationery and stamps, and upon collecting the second instalment you charged me \$1.50 to cover the first two instalments. In your letter dated October 28, 1942 you made a further request of a lump sum of \$100.00, in which case you stated that you would look after my interest for the duration. I could not accept your request and in reply I offered you \$1.00 per instalment for collections receivable on November 29, 1942 and thereafter, and added that if this was unsatisfactory, to discontinue your services altogether so that the custodian would make the collections for me and protect my interest. I requested a reply from you but you have failed to do so and I presumed that you had accepted my offer, being satisfied with it.

Your extra work and time involved is due solely to the fact that you have failed to live up to your promises and you are responsible for this extra work. As I have written you previously, I request that you forward the custodian \$322.16 immediately.

Yours truly,

B. Shogren per S.S.

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

E. H. LOCKE, R. C.
W. S. LANE C. K. GUILD, R. C. (MAN)
F. A. SHEPPARD, R. C. (BARR.) R. L. YULE
J. R. YOUNG S. C. LANE
C. C. LOCKE

703 Rogers Building

Vancouver B. C.

July 13th, 1943.

CABLE ADDRESS, "MAYERS"
TELEPHONE, PACIFIC 7137

Office of the Custodian,
912 Royal Bank Building,
VANCOUVER, B.C.

Rec'd	JUL 14 1943
File No.	
Ans.	
Referred	Mr. Wright.

Dear Sir:-

Re - Bunschichi Shiozaki
Legal Department - file No. 4122

We have made no headway in our attempt to obtain an accounting from Mr. Russell. Lately we have received a long rambling letter which quotes in full letters that he has received and from this he states that there appears to be some doubt as to whether he was to account to the Custodian or directly to the Japanese. The answer is, of course, that he is to account to one of them and has accounted to neither. Further Mr. Russell has suggested that there are more fees and disbursements payable to him. The answer to that is he might submit a statement of what he has collected and what is owing to him but he has not done that. We have made a further demand on him but we are doubtful of succeeding in obtaining a statement. We think that Mr. Russell is mentally senile and under those circumstances you can understand that it is difficult, if not impossible, to obtain any rational account. However, if we have any luck we will report to you.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :-

FAS/EB

File #4122

July 14th, 1943.

MEMORANDUM

TO: MR. R. P. ALEXANDER

FROM: MR. K. W. WRIGHT

Re: Bunshichi Shiozaki.

EVACUATION SECTION	
Rec'd	JUL 14 1943
File No.	
Ass.	
Det.	

not to them

We have a letter from Mr. Sheppard today as follows:

"We have made no headway in our attempt to obtain an accounting from Mr. Russell. Lately we have received a long rambling letter which quotes in full letters that he has received and from this he states that there appears to be some doubt as to whether he was to account to the Custodian or directly to the Japanese. The answer is, of course, that he is to account to one of them and has accounted to neither. Further Mr. Russell has suggested that there are more fees and disbursements payable to him. The answer to that is he might submit a statement of what he has collected and what is owing to him but he has not done that. We have made a further demand on him but we are doubtful of succeeding in obtaining a statement. We think that Mr. Russell is mentally senile and under those circumstances you can understand that it is difficult, if not impossible, to obtain any rational account. However, if we have any luck we will report to you.

KWW/W

[Signature]
K. W. WRIGHT

EVACUATION SECTION

Rec'd JUL 19 1943

File No.

Ans.

Referred

P. O. Box 561,
Greenwood, B. C.,
July 17, 1943.

Mr. R. P. Alexander,
Office of the Custodian,
Vancouver, B. C.

RE: File No. 4122.

Dear Sir:

I have received a letter from Mr. J. A. Russell dated July 16th, a copy of which I am sending you. I have already sent you a copy of my letter of July 12th to Mr. Russell.

In his letter dated July 16th, he has stated that he has received a letter from Mr. Sheppard of Locke, Lane, Guild and Sheppard. On July 3rd, I wrote you requesting an estimate of how much fee would be involved in removing Power of Attorney from Mr. Russell, if such is advisable for you to collect the money in hands of Mr. Russell. So far I have no reply from you and depending upon the amount of expenditure, I was hoping to make my decision. As yet I have not given my approval to any individual of firm to take any steps incurring any expenditure to be borne by me.

Since February of this year my family has not been recipient of Maintenance allowance. I have been advised by the B. C. Security Commission through the local office that there will be no allowance issued to my family for the duration of the war. Your letter dated April 21st, stated that my credit account with you shows a balance in my favor of \$101.59. I had hoped to have you keep the money for post-war rehabilitation purposes, but since my resources have now been exhausted and no assistance from the B. C. Security Commission is available, I would appreciate very much if you would kindly forward me \$101.59 at once for my living expenses.

Yours very sincerely,

B. Shiozaki per R.P.

Encl. (1)

4122

July 19th, 1943.

Mr. Bunshichi SHIOZAKI,
Registration No. 10369,
P.O. Box 561,
Greenwood, B. C.

Dear Sir:

Thank you for your letter of the 12th instant, enclosing copy of letter which you forwarded to Mr. Russell. We trust that the reply you receive will be satisfactory.

We submitted the case to our local solicitor and suggested that he might arrive at an amicable settlement. A letter has just been received indicating that he has not succeeded.

Under all the circumstances, you should give serious consideration to the matter before you decide to incur additional costs.

Yours truly,

R. P. ALEXANDER
Manager.

KWW/W

File No. 4122.

Bunshichi Shiozaki,
Registration No. 10369,
Building #2,
Greenwood, B. C.,
July 30th, 1943.

H. F. Alexander Esq.,
Dept. of the Custodian,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	AUG 6 1943
File No.	
Ans.	
Referred	<i>Alexander</i>

Dear Sir:

Your letter of 19th and 23rd of July, I have received, and later on I have also received sum of \$101.59 from B. C. S. C. of here at Greenwood. May I thank you for your ever kindness and generous undertakings.

Although, I am sorry to say that I am unable to meet Mr. J. A. Russell in person and settle misunderstandings between us by ourselves. The sum of \$323.16 which still in the hands of Mr. J. A. Russell, without any reason and right of his keeping. However, due to my condition, I have to wait until the end of war to do anymore undertaking. Therefore, please will you kindly remember and keep in your note that I had settled with Mr. Mizokami by handing him the sum of \$191.00 on May 4, 1942, and I have a receipt in my keepings to prove that I had paid once already. If he paid to Mr. Mizokami again in May 6, 1942, that would be Mr. J. A. Russell's own mistake. And if it necessary I am able to give you details in full. But, for time being please note that it is not true what Mr. J. A. Russell claims.

I am very gratefully yours.

B. Shiozaki

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

417 METROPOLITAN BLDG.
887 HASTINGS ST. W.

Vancouver, B.C.

TELEPHONES: OFFICE PACIFIC 7922

RES. BAYVIEW 3827

EVACUATION SECTION	
AUG 14 1943	
Rec'd	
File No.	4122
Ans.	<i>AAA</i>
Referred	<i>Alexander</i>

August 13, 1943.

Office of the Custodian,
506 Royal Bank Building,
Hastings & Granville,
Vancouver, B.C.

Attention R.P. Alexander,
Manager.

Dear Sirs:

Re: Bunshichi Shiozaki.

I have finally had prepared for me enclosed Summary Statement of Accounts as between myself as Solicitor for Bunshichi Shiozaki and Bunshichi Shiozaki and your Department.

Before sending it forward to Bunshichi Shiozaki or to your Solicitors, I would thank you to advise me whether or not this form of statement is satisfactory to your Department and the figures described to you are in accord with your records. Should you like me to submit this statement in any different form, I will be pleased to comply. For example, you might want it to appear in the statement that you have accounted and paid to Shiozaki certain monies and that the balance now in your hands held as against balance due me amounts to \$.

You might also advise me whether I should furnish you with my detailed Bill of Costs for legal services in this matter or whether it will be sufficient that I send this detailed bill to Shiozaki. And must I send this statement and detailed bill to your Solicitors?

Awaiting your acknowledgment and advices.

Yours very truly,

J.A. Russell

P.S.

My secretary is taking a two week's holiday tomorrow and I will be alone in the office without any assistance. Can you please let me have an acknowledgment and answer to above on receipt.

Yours faithfully,

J.A. Russell

JAR:DB

August 17, 1943.

MEMORANDUM - MR. RUSSELL

Re: AUG 17 1942
File No.
Ans.
Refered

Attached is the file together with letter dated August 13th from Mr. J. A. Russell. I would appreciate receiving your advice regarding manner of reply to be sent to Russell in view of (1) Russell's receipt for \$50.00 dated May 4, 1942 which reads "in full balance costs re sale 1012 Main Street to Toy Quong" and Russell now claims that cost of his legal services, particulars of which are unknown, amount to \$618.50, and (2) Mr. Ranshichi Shiozaki has no credit balance with the Custodian.

I cannot understand Mr. Russell's bookkeeping as he charges Shiozaki with \$618.50 for legal services and charges him also for \$100.00 retained by Russell ostensibly to apply on account of the same legal services. His bill is marked R. & O. R.

KPA:RA

*Mr. Alexander
It would appear desirable
to have Russell's statement
this disprove the receipt of settlement
you as before in Russell's letter. Heretofore suggested
debited bill of costs direct. On interview
do not seem to be getting them together to make
may be accomplished if they find they have to
fight it out themselves
10/8/43 K.W.W.*

August 23, 1943.

Mr. J. A. Russell,
Barrister and Solicitor,
837 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Bunshichi SHIOZAKI

Thank you for your letter dated August 13th in connection with the matter of the statement of your account with Mr. Bunshichi Shiozaki. It appears desirable that you communicate direct with Mr. Bunshichi Shiozaki, Registration No. 10369, Building No. 2, Greenwood, B. C., sending him direct your detailed bill of costs for legal services together with relative statement of account and effect settlement direct with Mr. Bunshichi Shiozaki. It is not necessary for you to provide either this office or our solicitors with a copy of your detailed bill of costs.

We have examined briefly the summary statement of accounts a copy of which was attached to your letter dated August 13th and our attention has been drawn for example to the fact that you debit Mr. Shiozaki with \$618.50 covering cost of legal services and further down on the same statement debit him with the \$100.00 apparently retained by you on account of the same bill of \$618.50, and you may, therefore, perhaps wish to revise your statement somewhat before forwarding it to Mr. Shiozaki.

The Custodian has accounted for and has paid to Mr. Shiozaki from time to time in accordance with his wishes and in the light of your recommendations certain sums and at the present time Mr. Shiozaki has no remaining credit balance with the Custodian and if you desire to incorporate this fact when preparing the statement you will be sending to Mr. Shiozaki it might be advisable for you to do so. The remittances made to Mr. Shiozaki were, as you will recall, for the purpose of aiding him in meeting the educational expenses of his children.

May we, in conclusion, express our hope that despite differences of opinion which apparently exist between you and your client on the matter of your fees for professional services, you and Mr. Shiozaki may be able, between you, and as a result of direct negotiations, reach a settlement of the matter satisfactory to both parties.

Yours truly,

R. P. Alexander,
Manager.

HPA:MA
cc Mr. Bunshichi SHIOZAKI

August 24, 1943.

MEMORANDUMFILERe: Bunchichi SHIOZAKI

It is hoped that our letter to Mr. J. A. Russell dated August 23rd is the final letter to be written from the Custodian's office to Mr. Russell or to Mr. Shiozaki in connection with dispute between them regarding the matter of professional fees, but in anticipation of the possibility of the issue being again raised by either or both of the parties concerned, a few brief notes may be helpful.

1. Remittances from the Custodian to Shiozaki.

In a letter dated November 28, 1942 Mr. Russell indicated the advisability of rendering available to Shiozaki proceeds of collections not only to enable Shiozaki to support himself but to aid in the educational expenses of his second son. In Russell's letter dated July 19, 1943 he again talks about personal support, educational expenses, etc. We have advised Russell from time to time of remittances forwarded by this office to his client, Shiozaki.

2. Adjustment of Professional Service Account.

Russell made no objection to our sending money to Shiozaki and is fast approved of it and expressed his pleasure in letter to us dated February 12, 1943 adding that "this should help me to adjust the difficulties in accounts between parties."

It is important to recall that in letter dated January 19, 1943 Russell stated "I do not require any assistance in the matter of settling my fee."

The position in brief is that Russell acted for Shiozaki in connection with the property at 1012 Main Street which was sold by Shiozaki for \$2,200.00, \$1,000.00 in cash and the balance in twelve monthly installments of \$100.00 each. Shiozaki paid Russell \$160.00 in fees said to be "payment in full" and arranged for Russell to collect monthly installments for 75¢ each. Regardless of this arrangement Russell now indicates for the first time that his total charges for legal work amount to \$618.50 and it has been deemed advisable for the Custodian to withdraw entirely and permit Russell and Shiozaki to negotiate and reach agreement direct. Shiozaki contends that Russell owes Shiozaki \$322.16 and Russell on the contrary claims that Shiozaki owes Russell \$331.54. See Sheppard's letters dated June 8, 1943 and July 13, 1942. In the latter communication Mr. Russell is correctly described as "mentally senile".

Q/R

RPA:RA

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