

7309

INFORMATION FROM R.C.M.P.

Date

12/6/48

Our File No.

7309

Full Name

OYAMA, Kazuko

(Surname in Block Letters)

Registration No.

01543

Male - Female

(check)

Age

Jan 1, 1919

Former Address

3446 Dunbar St., City

157 E. Cordova St., City

Date Evacuated

Sept. 8/42

Naturalized - Canadian-Born - National

(check)

Present Address

Bay Farms, B.C.

Married - Single
(check)

Name of Wife

Name of Husband

Name of Mother

(nee UYEHARA)

Hina # 02309

Name of Father

Deceased

Names of Children under 16

Requested by

L.B.

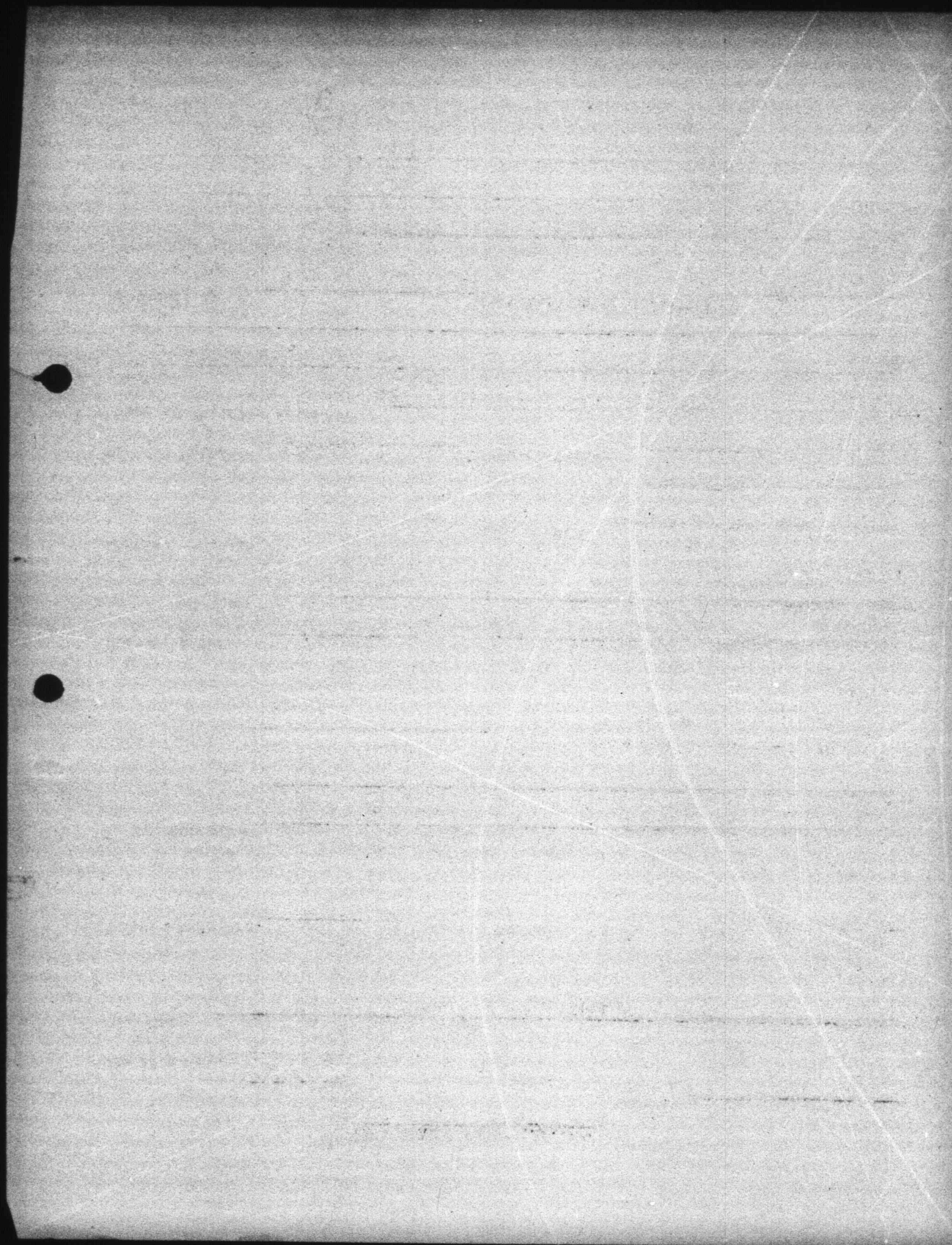
Registered with Custodian

(Yes or No)

Additional Information

Drycleaner

10



BUREAU POWELL STREET
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 INFORMATIONNAME: OYAMA, KazukoHOME ADDRESS: 157 E. Cordova St., Vancouver, B.C.REGISTRATION NUMBER 01543 SEX: female AGE: 23OCCUPATION: Dry cleaner "Sunrise Cleaners," 3446 Dunbar St.,
Vancouver, B.C.

(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: Sunrise Cleaners, 3446 Dunbar St., Vancouver, B.C.MARRIED? NoNAME OF WIFE OR HUSBAND: NoneADDRESS OF WIFE OR HUSBAND: NoneNAMES OF ANY LIVING CHILDREN: NoneADDRESS OF CHILDREN: NoneAGE OF CHILDREN: None**STATEMENT OF ALL REAL PROPERTY** (Each parcel must be mentioned and particulars given)1. LOCATION AND DESCRIPTION: None /2. BUILDINGS AND OTHER IMPROVEMENTS: None /3. INSURANCE (Give particulars; state where policies are) None /4. TAXES (Amount and where payable) None

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

None6. OCCUPANCY AND LEASES (If vacant so state) None

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: 157 E. Cordova St., Vancouver, B.C.
(dwelling in back of store)
2. LANDLORD'S NAME AND ADDRESS: MR. J. BENNETT, 1970 Gravelly St.,
Vancouver, B.C.
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:
(mother pays rent) None
4. STATE WHEREABOUTS OF LEASE: None
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)
None
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES,
EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
None
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS
None
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR
CLAIM ON ANY SUCH PROPERTY None

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____ None

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

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) _____
None

8. BANK ACCOUNTS: _____ None

9. LIFE INSURANCE: Sun Life, Vancouver Branch, \$1,500, beneficiary
mother, HINA, in mother's possession, policy number unknown.

10. INTEREST IN ANY ESTATES OR TRUSTS. _____ None

11. SAFETY DEPOSIT BOX: _____ None

LIABILITIES:

1. PERSONAL DEBTS: _____ None

2. TRADE DEBTS: _____ None

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

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

Dated this 1st day of May 1942

A. S. McArthur
Witness

(Signature)

Nazuko Oyama

FOR DEPARTMENTAL USE

C L A I M

File No. 7309

DATE

February 1st, 1943.

CREDITOR

Neon Products of Western Canada Ltd.

*advised May 26/43 ✓
no further action*

DEBTOR

Sunrise Cleaners
OYAMA, Kazuko
3446 Dunbar St.,
Vancouver, B. C.

AMOUNT OWING

\$61.50 ✓

AGENT

Nil.

ORIGINAL FILE

G-68

Kazuko
Miss K. Oyama CLAIM

~~WV~~
7309

JAPANESE

Sunrise Cleaners

AMOUNT OWING

\$61.50

CREDITOR

NEON PRODUCTS OF WESTERN
CANADA LIMITED
260 Terminal Avenue,
Vancouver, B.C.

SOLICITOR

Bird & McLorg

FOR ORIGINAL SEE FILE #7011

DISPLAY CONTRACT

Contract No. 2313

THIS AGREEMENT made in triplicate the 23rd day of February, 1934, at Vancouver,

B. C. between NEON PRODUCTS OF WESTERN CANADA, LIMITED, Owner, and
SUNRISE CLEANERS, 3446 Dunbar Street Advertiser.

WHEREAS the Advertiser has requested the Owner to construct and install upon the premises hereafter mentioned a Claude Neon Display appropriate exclusively to the Advertiser's business, and to permit the Advertiser to use the same, which the Owner has agreed to do in consideration of these presents:

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant and agree as follows:

1. The Owner at its own cost shall construct and install at **3446 Dunbar Street** the Claude Neon Display, described in the specification marked "A" hereto, and in the plans (if any) this day approved in writing by the Advertiser, hereinafter called the display.
2. The Owner hereby grants to the Advertiser leave and license to use the display for the term of **thirty-six (36)** months from the date of installation thereof at the premises aforesaid, subject to the terms, covenants and conditions of this agreement.
3. The display is now and shall remain the sole property of the Owner.
4. The Advertiser shall pay to the Owner for the construction, installation and use of the display, at its office 260 Terminal Avenue, Vancouver, B. C. monthly and every month during the term mentioned in paragraph 2 hereof the sum of **(\$7.50 - -) SEVEN 50/100** Dollars, payable on the first day of each month, commencing the first day of the month following installation of the display, provided, however, that the monthly payments for the last two months of the said term shall be paid on the execution of this agreement. All overdue payments shall bear interest at the rate of seven per cent per annum.

Time shall be deemed to be of the essence of this agreement.

This contract starts April 1st, 1934.

5. MAINTENANCE. The Owner shall at its own expense maintain and service the display as and when considered necessary by the Owner, including in such service, inspection, cleaning, repainting and all necessary repairs.

When and if the display fails to operate, the Advertiser shall forthwith after the happening of any such event notify the Owner, and if the display fails to operate for any reason except through fault of the Advertiser, his servants or agents, the Owner shall repair the display within thirty-six hours after receipt of such notice. If the Owner fails to make such repairs the Advertiser shall receive credit to the amount of 1/20th of the monthly payment for every hour the display fails to operate in whole or in part after expiration of such thirty-six hour period which compensation the Advertiser shall accept in lieu of all claims for damages of any kind whatever. PROVIDED HOWEVER that in the event of damage to the display occasioned by any act or omission of the Advertiser, weather conditions, act of God, or the act of anyone other than an employee or agent of the Owner, no compensation shall be payable by the Owner and the provisions of paragraph 12 hereof shall apply.

6. SERVICE WIRING. The Advertiser shall bring feed wires required by the Owner to the Location of the display and shall maintain and pay for a sufficient supply of electric current for the display.

7. The Advertiser acknowledges receipt of notice that temporary change of color is liable to occur in colors other than red Neon Tubing during cold weather and accepts the display notwithstanding.

8. PATENT PROTECTION. The owner shall manufacture the display under the Claude Neon and Lebrun Patents, and shall defend and indemnify the Advertiser against any and all claims for damages for violation of patents arising from the Advertiser's use of the display.

9. TAXES AND INSURANCE. The Owner shall pay all taxes hereafter assessed against the display for the use thereof and shall maintain during the term fixed by paragraph 2 hereof liability insurance providing for indemnity to the Owner and/or the Advertiser in the sum of \$10,000.00, which policy or policies of insurance the Advertiser may inspect at the office of the Owner.

10. BREACH OF AGREEMENT. In event of breach by the Advertiser of this agreement or of any term, covenant or condition herein contained the whole of the monthly payments payable under the terms of this agreement shall become due and payable forthwith and the Advertiser agrees to pay the same forthwith thereafter. Furthermore, upon the happening of any such event the Owner shall have the right to take down and repossess the display, in which event any salvage realized from the display shall be credited by the Owner against the balance of such sum then due and payable.

Without limiting the generality of the foregoing breach of agreement shall be deemed to have been committed by the Advertiser in event that the Advertiser:

- (a) Commits any act of bankruptcy;
- (b) Abandons the display or premises whereon the display is installed;
- (c) Vacates the premises whereon the display is installed or transfers his interest therein, without the consent of the Owner first had and obtained;
- (d) Appoints a receiver of the business in connection with which the display is used.

No Waiver by either party hereto of the non-performance of any term, covenant, condition or obligation hereof shall constitute or be deemed a waiver of any subsequent breach of or failure to perform the same or any other term, covenant, or condition hereof.

11. RENEWAL. Upon faithful performance by the Advertiser of all of the provisions of this agreement and upon termination thereof option is given the Advertiser to extend the terms of this agreement for a period of

months from said termination upon payment of the sum of () Dollars monthly during such extended term.

Accepted:—
 NEON PRODUCTS OF WESTERN CANADA, LIMITED,

By **"D. C. Corbat"** Secretary-Treasurer
 Managing Director

Date **March 1, 1934**

It is understood and agreed that the display when constructed will be appropriate exclusively to the Advertiser's business and will not be of value to anyone other than the Advertiser save and except a salvage value to the Owner not exceeding one per cent of the total value of monthly payments for the said term.

11. REMOVAL OF SIGN. The display, including roof structure or framework of same, if any, not specifically sold to or erected by the Advertiser, shall at all times be deemed personal property, and shall not by reason of attachment or connection to any land or building become or be deemed a fixture or appurtenant to such land or building, and shall at all times be severable therefrom and shall be and remain at all times the property of the Owner, free of any claim or right of the Advertiser, except as set forth herein. Upon the termination of the Advertiser's right to use the display, the Owner shall have the right to remove the display from the premises upon which it is installed.

The Advertiser shall not cause or permit the display to be tampered or interfered with or repaired by anyone other than a representative of the Owner, or to be removed from the premises whereon the same is installed by the Owner.

12. DAMAGE TO SIGN. In the event of damage to or destruction of the display by any cause other than any act or omission of the Advertiser, his servants or agents, the Owner shall have the right either to rebuild or reconstruct the display extending the term fixed by paragraph 2 hereof for such period of time as may be necessary to make up the full term thereof, or of terminating this agreement, in which event the Advertiser shall be relieved from liability to pay further monthly payments as herein mentioned. In event of damage to or destruction of the display by any act or omission of the Advertiser, his agents or servants or any of them, the Advertiser shall pay to the owner the cost of repairs and replacements which shall be performed by the Owner forthwith after payment therefor.

13. ASSIGNMENT OF AGREEMENT. All the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their and each of their executors, successors and/or assigns, and the rights, benefits, advantages and obligations of the Advertiser herein and hereunder shall be transferable only with the written consent of the Owner first had and obtained.

14. It is expressly agreed between the parties hereto that the Owner has not made any representations to the Advertiser regarding the display other than such as are expressed in this agreement, it being agreed that this instrument contains and expresses the whole agreement made between the parties hereto.

15. ACCEPTANCE BY ADVERTISER. This agreement shall not be binding upon the Owner for any purpose until the same is executed by an executive officer of the Owner, notwithstanding execution by a sales representative of the Owner, but after execution by the Advertiser shall constitute an offer by him to the Owner irrevocable for a period of twenty-one days from the date of execution by the Advertiser.

16. DELIVERY. The Owner shall promptly commence the construction of the display and prosecute work thereon with all due diligence until completion upon the condition that performance by the Owner shall be subject to delay by strikes, lockout, breakages, fire, commercial delays unforeseen by the Owner or acts of God.

17. PERMITS. The Advertiser shall obtain the necessary permission from the owners of the premises and others, exclusive of public authorities, whose permission is requisite for the installation and maintenance of the display and shall be responsible that such permission once obtained shall not be revoked.

NEON PRODUCTS OF WESTERN CANADA, LIMITED, (Owner)

By **"Gordon Callaghan"**

SUNRISE CLEANERS Advertiser

By **"K. O'Connell"**

EXHIBIT A

Display to be erected at 3446 Dunbar Street City Vancouver, B. C.
Display to read as follows:

CLEANERS in letters each. inches to
inches in height, illuminated with single single RED Claude Neon tubing.
in letters each. inches to
inches in height, illuminated with single BLUE Neon tubing.
in letters each. inches to
inches in height, illuminated with single GREEN Claude Neon tubing.
in letters each. inches to
inches in height, illuminated with single MARINE GREEN Claude Neon tubing.
in letters each. inches to
inches in height, illuminated with single CLAUDE WHITE Neon tubing.
in letters each. inches to
inches in height, illuminated with single Claude Neon tubing.

NEON BORDER No COLOR
NEON OUTLINING No

TRANSPARENCY:

FOLLOWING COPY: SUNRISE DRESSMAKING to appear in

(PAINTED) letters each. Suitable size. in height.

TYPE OF NEON LETTERS Block style Raised

TYPE OF OTHER LETTERS Block

DIMENSIONS: Length 6' 0" Width 26"

SINGLE OR DOUBLE FACE: Double Face ROOF STRUCTURE No

COLORS: Background Suitable Border - - -

Face of letters White Edge of letters - - -

LOCATION OF SIGN: (OR ROOF STRUCTURE) ON BUILDING above awning - centre of store

TIME CLOCK SUPPLIED? no FLASHER SUPPLIED? no To flash

PLACE FOR ENDORSEMENT

7307

April 29th, 1942

Miss E. Oyam
Marion Clemons
444 1/2nd Street
Vancouver, B. C.

Dear Madam:

PLEASE TAKE NOTICE that you have committed a breach of the renewal contract made between this Company and yourself and dated the 22nd day of February, 1940, as follows:

Default has been made in payment of installments payable under the said contract, namely the installments from the month of January, 1942 to date.

AND FURTHER TAKE NOTICE that this Company will take possession of the display pursuant to the terms of the said contract, and hereby declares the balance of the installments therein provided to be paid to be forthwith due and payable in accordance with Paragraph 10 of the display contract dated February 23rd, 1938, the terms of which were incorporated in the said renewal contract. There is now due and payable the sum of \$75.00.

This Company demands payment of the said sum of \$75.00 in accordance with your covenant contained in the said contract.

Yours truly,

MINOR PRODUCTS OF WESTERN CANADA LIMITED

G. C. Corbet
Secretary-Treasurer

Balance of contract	75.00
Credit for unearned maintenance	<u>13.50</u>
	\$61.50

RENEWAL AGREEMENT

Approved C.C.G.

This Agreement No. 6339
Prior Agreement No. (3973) 2313

THIS AGREEMENT made in triplicate the 22nd - - - day of February - - - 1940
at Vancouver, B. C. , between NEON PRODUCTS OF WESTERN CANADA,
LIMITED, 260 Terminal Avenue, Vancouver, B. C., Owner,
and
SUNRISE CLEANERS, 3446 Dunbar Street, Vancouver, B. C. Advertiser.

WITNESSETH:

The parties hereto having mutually agreed to renew and vary Display Agreement made between them and dated 23rd February 1934 - - - - - , therefore in consideration of the premises it is mutually agreed as follows:

1. The Owner hereby grants to the Advertiser leave and license to use, for the term of thirty-six - - - - - months commencing 1st April 1940 - - - - - and ending 31st March 1943 - - the display or displays, reading CLEANERS the subject of the said Display Agreement. subject to Paragraph 7 hereof,
2. The Owner shall maintain and service the said display or displays as provided by the said Display Agreement during such term.
3. The Advertiser shall pay to the Owner monthly and every month on the first day of each month during such term commencing on the first day of April - - - - - 19 40 , the sum of FIVE * * * * * dollars (\$5.00 - - - -).
4. It is understood and agreed by and between the parties hereto that the public liability policy of insurance carried by the Owner does not cover the Advertiser in the event of breach of the said Display Agreement.
5. The said Display Agreement shall be varied in accordance with the terms of this Renewal Agreement, otherwise the said Display Agreement and all provisions thereof shall be and remain in full force and effect.
6. It is expressly agreed between the parties hereto that the Owner has not made any representations to the Advertiser regarding the display other than such as are expressed in this agreement and the contract above recited, it being agreed that this instrument contains and expresses the whole agreement made between the parties hereto.
7. It is mutually agreed that the Owner shall have the right to cancel this agreement at any time upon six (6) months' notice in writing by the Owner to the Advertiser; and upon the expiration of the period of six (6) months from the date of despatch of such notice all obligations imposed under the terms hereof upon the Owner and Advertiser shall cease and be determined; subject however to the continuation of the liability of the Advertiser to pay arrears of monthly instalments accrued at the date of termination.

NEON PRODUCTS OF WESTERN CANADA LIMITED.

By "Gordon Callaghan"
(Sales Representative)

Accepted "George W. Sweny"
(Executive Officer)

Date Accepted April 5, 1940

SUNRISE CLEANERS
(Advertiser)

By "K. Oyama"

7309

May 26th, 1945.

Neon Products of Western Canada Ltd.,
260 Terminal Avenue,
Vancouver, B.C.

Dear Sirs:-

61 50
miss
With reference to your claim of \$51.60 against Mrs. 

Kasuko OYAMA, who formerly operated Sunrise Cleaners at 3446 Dunbar Street, Vancouver, B.C., we have been unable to collect this amount and this person has no assets registered with the Custodian. We are therefore closing our file in this connection, and should you desire to take further action Mrs. Oyama's address is Bay Farms, B.C.

Yours truly,

GDM/DD.

G.D. Wilson,
Administration Department.