

7833

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: NOSE, Seihachi

HOME ADDRESS: 2761 Triumph St., Vancouver, B. C.

REGISTRATION NUMBER 07242 SEX: Male AGE: 49

OCCUPATION: Merchant. Runs business under the name of Matsumiya
& Nose Ltd., 229 Powell 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: Self employer.

MARRIED? yes

NAME OF WIFE OR HUSBAND: Misao

ADDRESS OF WIFE OR HUSBAND: 2761 Triumph St., Vancouver, B. C.

NAMES OF ANY LIVING CHILDREN: Roy Hiroshi (M)

EXHIBIT No. 1375-7

DATE 9 June 1948

FILED BY J. W. G. Hunter

ADDRESS OF CHILDREN: 2761 Triumph St., Vancouver, B. C.

AGE OF CHILDREN: 21.

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

1. LOCATION AND DESCRIPTION: 229 Powell St., Vancouver, B. C. Lot 11, Block 4, D. L. 196, District of New Westminster., City of Vancouver, B. C.
Title No. unknown. 2761 Triumph St., Vancouver, B. C.

City of Vancouver, Lot 16, Block 22, D. L. Hastings Townsite, Plan No. 2222. 309-A., District of New Westminster. Title No. unknown.

2. BUILDINGS AND OTHER IMPROVEMENTS: Lot 11---2 storey frame building, 11 rooms upstairs and store and 3 room suite downstairs.

Lot 16---6 room stucco house and 1 garage.

3. INSURANCE (Give particulars; state where policies are) \$2,000.00 ins. on store at 229 Powell St., Vancouver, B. C. Ins. Co. unknown.

\$2500.00 ins. on house at 2761 Triumph St., Vancouver, B. C. Ins. Co. unknown. Premiums, (amt. unknown.) are all paid. Both policies are with Pemberton & Son, Real Estate, Van. B. C.

4. TAXES (Amount and where payable) 229 Powell St. --- \$291.57 payable at city Hall, Vancouver, B. C. Advance payment of \$250.00 on 1942 taxes paid.

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

none

6. OCCUPANCY AND LEASES (If vacant so state) House is occupied by owner.

House is being sold by Pemberton & Son, Real Estate Agts. to Mr. Dahl, Vancouver, B. C. who has paid the Real Estate \$200.00 deposit. Deal will be completed before declaration. Store is vacant now. Entire building will be left in the Pemberton & Son, Real Estate Agts., Vancouver, B. C. buildings will be for use by Pemberton & Son when

See
back of
form.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Land Registry Office, Vancouver, B. C.
Masuo Matsumiya, has one half interest in the store
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: none
9. IF FARM LAND STATE CROPS SOWN: none

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: none

2. LANDLORD'S NAME AND ADDRESS: none

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

4. STATE WHEREABOUTS OF LEASE: none

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) none

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: none

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS.

Complete house-hold furnishings in owner's possession at 2761
Triumph St., Vancouver, B. C. and will all be sold either by Auction
or private sale before decedent is evacuated.

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)
business
\$600.00 owing to ~~debtors~~ through miscellaneous accts.

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
\$10,000.00 in Victory Bonds in Safety Deposit Box, Bank of Commerce,
East End Branch, Vancouver, B. C.

8. BANK ACCOUNTS: Bank of Commerce, East End, Vancouver, B. C. \$10,000.00.
Acct. No. unknown.

9. LIFE INSURANCE: New York Life. \$2,000.00. Policy No. unknown.
Beneficiary, wife, Misao. Manufacturers Life, \$1,000.00. No. unknown.
Beneficiary, wife, Misao. Both policies in owner's possession.

10. INTEREST IN ANY ESTATES OR TRUSTS: none

11. SAFETY DEPOSIT BOX: Canadian Bank of Commerce, East End, Vancouver, B. C.
Box No. unknown. Key in owner's possession.

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 22 6th day of May 1942.

(Signature)

D. Hosh

Wm. L. Hosh

Witness

FOR DEPARTMENTAL USE

P.D. 30/11/42
INFORMATION FROM R.C.M.P.

DATE Aug. 27/43

File No. 7233

Full Name NOSE, Seihachi

(Surname in Block Letters)

Registration No. 07242

☒ Male - ☐ Female
(Check)

Age Feb. 21 1893

Former Address 2761 Triumph St., Vancouver, B.C.

Be Evacuated June 2/42

☒ Naturalized - Canadian-Born - National
(Check)

Present Address 5325 Victoria Ave., Apt. 2, Montreal, Que.

☒ Married - ☐ Single
(Check)

Name of Wife nee (NARUSHIMA) Misao

Name of Husband _____

Name of Father Deceased

Name of Mother in Japan

Names of Children under 16 _____

Requested by E.C.T.

Registered with Custodian Yes
(Yes or No)

Additional Information Merchant. 1 car. 1 House at above address

1 Store. 1/2 share 229 Powell Street.

File Nos. 7833
9760

REAL PROPERTY SUMMARY FOR CLAIM

April 6th, 1948.

CLAIMANTS:

(Mr.) Seihachi NOSE Reg. No. 07242.
(Mr.) Masuo MATSUMIYA - Reg. No. 10033, Returned to Japan
under June 11th, 1946.
(Hirozo MORINO, who was appointed/Power of Attorney
by Masuo MATSUMIYA to act on MATSUMIYA'S behalf,
has filed this claim).

**PROP. SUBJECT
OF CLAIM:**

229 - 231 Powell St., Vancouver, B.C. (Catalogue No.181)
being
City of Vancouver, Lot 11, Blk. 4, D.L. 196,
Sp. 1, N.W.D., Plan 184.

CLAIM:

Estimated fair value as per claim:

Land	\$1,000.00
Buildings	5,889.64
	<u>6,889.64</u>
Custodian Cr. as per claim	4,736.00
(Actual Gross Selling Price \$5,000.00)	
CLAIM	- \$2,153.64

REFERENCES

HISTORY

JP Seihachi NOSE - Declared May 6th, 1942.
Masuo MATSUMIYA - " May 21st, 1942.

RP. 1 C of E dated December 1/42, notes vesting in the Custodian.

RP. 2 Assessed Value (1943)
Land \$3,920.00
Improvements 3,200.00

RP. 3 Valuation- Loewen & Harvey, Ltd., June 15/44, \$5,000.00.

RP. 4 Offer rec'd., Peter Hem, January 18/44, \$3,000.00. Rejected.

RP. 5 Offer rec'd., P.C.Gibbens & Co., on behalf of client, Mr.
Lusy G. Jong, July 11/44, \$4,200.00. Rejected.

RP. 6 Offer rec'd., Pemberton Realty Corp. Ltd., \$5,000.00,
Oct. 3/44, on behalf of clients, Chow Wing Chee & May Kwan
Chow. ACCEPTED.

RP. 7 Approved by Advisory Committee - Oct.4/44.

RP. 8 Both NOSE & MATSUMIYA were advised of sale of above property,
March 9/45, provided with Statement of Sale & Statement of
Account.

RP. 9 Photograph taken April 8/43.
Statement of account to date.

J. Smith

REAL PROPERTY SUMMARY

JAPANESE NAMES: Seihachi NOSE Reg. No. 07242 File No. 7833
Masuo MATSUMIYA Reg. No. 10033 File No. 9760

CATALOGUE NO: 181

PROPERTY ADDRESS: 229-31 Powell Street, Vancouver, B. C.

LEGAL DESCRIPTION: Lot 11, Block 4, District Lot 196, Group 1, New Westminster District, Plan 184.

TITLE: Registered in the names of Seihachi Nose and Masuo Matsumiya.

ENCUMBRANCES: None registered. No indication of any unregistered charges.
Vesting order filed No. 34639 dated August 14th, 1942.

ASSESSED VALUES: Land \$3500
Improvements 3200 - \$6700.00 Taxes - \$269.36

CLASSIFICATION: This two storey frame building covers the full size of the lot 25' x 122'. The ground floor is occupied by a store and behind the store with entrance on the lane is a suite of rooms. On the 2nd floor there are 11 rooms.

The valuator reports as follows:

"The front portion of the building is plastered but the back portion is of wood walls. In each of the three (3) back rooms, there is a sink with hot and cold water and a bath has been installed in a portion of the hall at the rear. Two (2) toilets are installed about half-way down the hall and there is one (1) sink beside them, with cold water only for the common use of the front eight (8) rooms. The hall floors are patched and plaster loose in places. Wiring is in conduit."

HISTORY OF
ADMINISTRATION:

This property was placed in the hands of Messrs. Pemberton Realty Corporation Limited by the owners, before evacuation, to act as their rental agents. This appointment was confirmed by the Custodian.

The different portions of the property were rented as follows:
229 Powell Street to H. L. Coey, \$35.00 per month payable in advance as from January 11th, 1943.
229 Powell Street (Rear) to H.F. Taylor as from June 15th, 1942, \$15.00 per month payable in advance.
231 Powell Street (Rear) to B. Monsees as from August 1st, 1942, \$30.00 per month payable in advance.

There were no leases, all portions of the property were rented on a monthly basis.

Rents collected \$2095.00 against which were the following charges:

EXHIBIT NO. 1375-4

DATE 9 June 1948

FILED BY J. W. G. Hunter

...2/

charges:

- Page 2 -

File Nos. 7833 & 9760.

Water Rates	\$220.25
Allowed B. Monsees for repairs	260.00
Plumbing	27.75
General repairs	19.00
Sundry	8.28
Insurance	84.25
License	10.19
Commission	104.75
	<u>\$734.47</u>

SOLD:

To: Chow Wing Chee and May Kwan Chow for \$5,000.00 as at October 19th, 1944.
Approval of Advisory Committee October 4, 1944.

Funds released to the credit of Seihachi NOSE and Masuo Matsumiya's Joint Account as at February 19th, 1945, against which were the following charges: Real Estate Commission \$250.00, Valuation \$7.50, Advertising \$4.00, Registration Fees \$2.50 = \$264.00 leaving a net credit of \$4736.00 from said transaction.

Adjustments as at October 19th, 1944 to the amount of \$14.73 Unexpired Fire Insurance Premiums, \$51.73 Purchaser's share of 1944 Taxes and \$4.47 Purchaser's share of Water Rates = \$197.93 were placed to the credit of Seihachi NOSE and Masuo MATSUMIYA's Joint Account.

The following Fire Insurance Policies:
Alliance Insurance Company Policy No. 27527 - \$2,000.00 covering two storey building occupied as rooms and dwellings.

Legal and General Assurance Society Limited Policy No. 12289 - \$1,500.00.

AND

Union Insurance Society of Canton Policy No. C313429 - \$1,500.00, covering two storey frame building occupied as men's furnishings, rooms and office.

The above policies were transferred to Chow Wing Chee and May Kwan Chow January 10th, 1945.

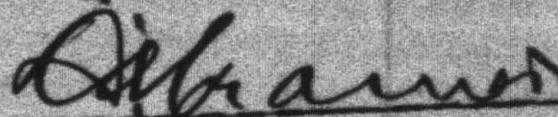
OLD CERTIFICATE OF TITLE:
No. 65901-L

Was deposited in the Land Registry Office, Vancouver, B.C.

Certificate of Title No. 115253-L in the names of Chow Wing Chee and May Kwan Chow was handed to them apparently on February 15th, 1945. There is an undated receipt signed by Chow Wing Chee on file.

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

April 15th, 1947.



D. A. CRAMER.

DAC:ic

REAL PROPERTY SUMMARY

SEI NAME: Seihachi NOSE Reg. No. 07242 File No. 7833

CATALOGUE NO: Sold by Seihachi NOSE before evacuation through Messrs. Pemberton Realty Corporation Limited.

PROPERTY ADDRESS: 2761 Triumph Street, Vancouver, B.C.

LEGAL DESCRIPTION: Subdivision 16, of Lot 22, Town of Hastings, Suburban Lands, Plan 309A.

TITLE: Registered in the name of Seihachi NOSE.

ENCUMBRANCES: 30136-M. 22nd May 1942, 2.54 Ragna Alberte Dahle. Right to Purchase for \$500.00. Interest 6%.

Vesting Order filed No. 34700 dated 21st August 1942.

ASSESSED VALUES: Land \$ 550.00
Improvements 2950.00 = \$3500.00 Taxes - \$11.48

CLASSIFICATION: This is a six room stucco house which was sold by Seihachi NOSE to Ragna Alberte Dahle 8th May 1942.

HISTORY OF ADMINISTRATION: Subdivision 16, Lot 22, Town of Hastings, Suburban Lands, Plan 309A.

This property was sold by Seihachi NOSE through the Office of Pemberton Realty Company Limited, before evacuation, to Ragna Alberte Dahle for \$3500.00- \$1500.00 cash and the balance of \$2,000.00 with interest at 6% per annum from June 1st, 1942, payable by monthly payments of \$40.00 each on the 1st day of each and ever month, in each and every year, until the said balance of purchase price with interest as aforesaid is fully paid and satisfied; the first of such monthly payments to become due and be made on the 1st day of July 1942.

On the 24th June 1944 Ragna Alberte Dahle assigned her Agreement for Sale to David and Annie Greig who completed the payments and on 1st November 1946 Seihachi Nose executed a Deed in favour of David Greig and Annie Greig and the Custodian issued a Vacating Certificate on November 15th, 1946, thereby enabling them to register their Deed.

7. X All the monthly payments were made through this office and credited to Seihachi NOSE's account.

X There are copies of all the documents in connection with this sale on file.

NOTE: All the monthly payments were made to the office of Pemberton Realty Co. Ltd. and deposited in the Bank of Nova Scotia to the credit of Seihachi NOSE as arranged by Nose and agreed to by this office.

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

April 15th, 1947.

D. A. Cramer

D. A. CRAMER.

DAC:ic

NOSE, Seihachi
2761 Triumph St., Vancouver, B.C.
Evac. File 7833



*Property sold
before evacuation*

Picture Taken April 9, 1943

C. J. LOEWEN
NOTARY PUBLIC

FIRE, CASUALTY, BURGLARY
AUTOMOBILE, PLATE GLASS
INSURANCE

AGENTS FOR
EAGLE STAR AND BRITISH
DOMINIONS INSURANCE
COMPANY LIMITED
OF LONDON, ENG.

LOEWEN & HARVEY, LIMITED

ESTATE AGENTS INSURANCE
MORTGAGES REAL ESTATE

751 DUNSMUIR STREET
VANCOUVER B.C.

A. ROUT HARVEY

R.P.3

TELEPHONE
MARINE 4341
CODES
A.S.C. 9TH EDITION
WESTERN UNION
CABLE ADDRESS
"LOWHAR"

June 15th, 1944.

9760/1833

Department of The Secretary of State,
Office of The Custodian,
(Japanese Evacuation Section)
Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:

Re: Catalogue No. 181, 229 - 231 Powell Street,
Lot 11, Block 4, District Lot 196.

This lot is 25 x 122 feet on the North side of Powell Street,
being on the North East Corner of the 20 foot lane running behind
Main Street, with a 20 foot lane at the rear.

On this is a two (2) storey frame building the full size of the
lot. Foundation is of cement and ventilation provided below floors.
There is no basement. Exterior walls are of narrow siding and in
need of paint. The roof is flat, but I was unable to see it. The
ground floor is occupied by a store. Behind this, with entrance from
the lane is a suite, but I have been unable to get into this. On the
East side of the store and from the street, stairs with worn treads,
lead to the 2nd floor, which has Eleven (11) rooms. The front portion
of the building is plastered but the back portion is of wood walls. In
each of the three (3) back rooms, there is a sink with hot and cold water
and a bath has been installed in a portion of the hall at the rear. Two
(2) toilets are installed about halfway down the hall and there is one (1)
sink beside them, with cold water only for the common use of the front
Eight (8) rooms. The hall floors are patched and plaster loose in
places. Wiring is in conduit.

In my opinion a fair valuation as of February 12th, 1944, is
\$5,000.00 .

Yours faithfully,

Loewen and Harvey, Limited.

A. Rout Harvey
Director.

EXHIBIT No. 1375-5

DATE 9 June 1948

FILED BY

J. W. G. Hunter

ARH/F.

R.P.8

STATEMENT RE SALE OF:

Catalogue No: 181

Street Address: 229-31 Powell

Legal Description: 11/4/196

Name: NOSE, Seihachi
File No: MATSUMIYA, Masuo,
7833- 9760
Reg. 07242 - 10033

Date of Sale and Adjustments Oct. 19/44

Sale Price \$ 5000.00

Real Estate Agent's Commission \$ 250.00

Charge for Valuation 7.50

Charge for Advertising 4.00

Land Registry Office Transmission Fee 2.50

~~Brookings~~

~~Unpaid~~

~~Mortgages~~

~~Assessment of Taxes~~

~~Other charges~~

Adjustments:

Fire Insurance

Taxes

Water

(18.16

(67.55

(18.16

(37.86

- 51.73

4.47 19 79

264.00

5197.93

Net Proceeds credited to your account

4933.93

March 7th, 1945.

Date:.....

Mr. George Peters

Compiled by:.....

This Agreement

Made this Eight day of May,
in the year of our Lord one thousand nine hundred and forty-two (1942).

Between

SEIKIACHI NOSE, (Merchant) of 2761 Triumph Street, in the City of
Vancouver, in the Province of British Columbia,

HEREINAFTER called the
"VENDOR" OF THE ONE PART,

AND

RAENA ALBERTA DAHLE, wife of Petter Dahle (Carpenter), of 2761
Triumph Street, in the City of Vancouver and Province aforesaid,

HEREINAFTER called the
"PURCHASER" OF THE OTHER PART.

AND

PETTER DAHLE, above named, Hereinafter called the "Party of the Third
Part" OF THE THIRD PART.

WHEREAS the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of and
from the Vendor the Lands and Hereditaments hereinafter mentioned, that is to say:

ALL AND SINGULAR, that certain parcel or tract of land and premises, situate, lying and being in
THE CITY OF VANCOUVER
in the Province of British Columbia, and known and described as Subdivision Sixteen (16), Lot
Twenty-two (22), Town of Hastings Suburban Lands, according to a plan deposited in
the Land Registry Office at the said City of Vancouver, and numbered 309A,

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum of

THREE THOUSAND FIVE HUNDRED 00/100 ----- Dollars (\$3,500.00) - - 1
of lawful money of Canada, payable in the manner and on the days and times hereinafter mentioned, that
is to say: the sum of One thousand five hundred 00/100 ----- Dollars (\$1,500.00) -----

on the execution of this Agreement (the receipt whereof the Vendor doth hereby admit and acknow-
ledge), and the balance as follows: of Two thousand dollars (\$2,000.00) with interest at
the rate of Six (6) per centum per annum from June 1st, 1942, payable by monthly pay-
ments of Forty dollars (\$40.00) each, on the 1st day of each and every month, in each
and every year, until the said balance of purchase price with interest as aforesaid
is fully paid and satisfied; such monthly payments to be applied in the first place
to payment of interest and the balance in reduction of principal; the first of such
monthly payments to become due and be made on the 1st day of July, 1942.

All the foregoing payments to be made to Pemberton Realty Corporation Limited,
418 Howe Street, Vancouver, B.C. for account of the Vendor.

FOOTNOTES - with interest computed from the day of - 4 - 1/2 per cent per annum, on the money from time to time owing under the agreement payable -

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE, to and with the Vendor, that he will well and truly pay or cause to be paid to the Vendor, the sums of money above mentioned; together with interest thereon at the rate aforesaid, both before and after maturity, on the days and times and in the manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall pay and discharge all taxes, rates and assessments and local improvement assessments wherewith the said lands may be rated or charged, whether now or hereafter assessed. PROVIDED ALWAYS that if the Purchaser shall fail or neglect to pay the said taxes, rates and assessments and local improvement assessments as and when the same shall become due and payable, or within one month thereafter, the Vendor shall have the right to pay the same, and any sum so paid by the Vendor shall immediately become payable by the Purchaser to the Vendor, together with interest thereon at the rate of Seven (7%) per cent, per annum until paid.

PROVIDED FURTHER and it is hereby expressly agreed between the parties hereto that if the Purchaser shall fail or neglect to pay the taxes, rates and assessments and local improvement assessments as aforesaid and by reason of such failure or neglect the said lands shall be sold or forfeited through the operation of tax sale proceedings so that the title thereto shall be no longer vested in the Vendor, nevertheless the Purchaser shall pay to the Vendor the said purchase money and interest and any other monies due to the Vendor hereunder on the days and times and in the manner hereinbefore set out. PROVIDED HOWEVER that if said purchase money or any part thereof and interest thereon as aforesaid shall have already become due and payable at the time of the said tax sale proceedings, then the same shall be forthwith payable on demand to the Vendor together with any other monies due to the Vendor hereunder.

AND also will forthwith insure and during the continuance of this agreement keep insured against loss or damage by fire in the names of the Vendor and Purchaser as their respective interests may from time to time appear, each and every building on the said lands, in the sum of the full insurable value thereof, in an insurance company to be named by the Vendor, and will not do or suffer anything whereby the said insurance may be vitiated, and will pay all premiums and sums of money necessary for such purposes as and when the same shall become due, and will deliver over to the Vendor the policy or policies of insurance thereto appertaining; and if the Purchaser shall neglect to keep the said building or buildings, or any of them, insured as aforesaid, or to pay the said premiums or to deliver such policies, then the Vendor shall have the right to insure the said building or buildings in the manner aforesaid and pay the premiums for same, and any sum so paid by the Vendor shall immediately become payable by the Purchaser to the Vendor, together with interest thereon at the rate of Seven (7%) per cent, per annum until paid; PROVIDED that, subject to the rights of any Mortgagee, in the event of the insurance money becoming payable by the Insurance Company in settlement of loss by fire, any sum so paid shall be expended in rebuilding or repairing said building or buildings, and in the event of such sum not being sufficient to cover the cost of such rebuilding, the Purchaser shall within one month of the settlement of the loss, provide such additional money as may be required for that purpose, and in the event of the Purchaser failing so to do, the monies paid by the Insurance Company shall be paid to the Vendor on account of the monies due hereunder.

IN CONSIDERATION WHEREOF and on payment of the moneys due hereunder, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except taxes, rates and assessments, and instalments of local improvement assessments whether now or hereafter assessed, and subject to the conditions and reservations in the original grant thereof from the Crown, and subject to all building restrictions registered against the said lands, and subject to the Vendor's right of way.

and such deed shall be prepared by the Vendor at the expense of the Purchaser, and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title or proof or evidence of title, or any deeds, papers or documents, or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor; THE VENDOR DOTH FURTHER COVENANT, PROMISE AND AGREE to and with the Purchaser that, upon the execution of this agreement, he will deposit or cause to be deposited in the Land Registry Office at Vancouver, B.C., the Certificate of Title to the said lands, and a request to the Registrar of Titles to permit registration of this agreement.

AND ALSO, the Vendor shall and will suffer and permit the Purchaser to occupy and enjoy the said lands until default be made in payment of the said moneys due hereunder, or the interest thereon, or any part thereof, on the days and times and in the manner above mentioned, subject nevertheless to encumbrance for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this agreement, and unless the payments above mentioned are punctually made at the times and in the manner above mentioned, then and as often as any default shall happen in making such payments, the Vendor may, at his option and in addition to his other remedies hereunder, give the Purchaser thirty days' notice in writing demanding payment thereof, and in case any default shall continue, these presents shall, if the Vendor shall so elect, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said lands, and in such event any and all moneys paid hereunder shall be retained by the Vendor as ascertained and liquidated damages for the non-fulfilment of this Agreement, and thereafter the Vendor shall have the right to sell and convey the said lands to any purchaser thereof.

THE VENDOR shall have the right at all times to assign all his right, title and interest in this agreement for sale, and in the said lands, to any person whomsoever; and the Purchaser hereby consents to such assignment and to the registration thereof in the Land Registry Office, in consideration whereof the Vendor agrees to give the Purchaser in writing immediate notice of such assignment, specifying the name and address of the Assignee.

AND also, it is hereby agreed that the Purchaser, not being in default hereunder, may at any time before the said day fixed for final payment to the Vendor, pay the balance of the purchase money due or to become due to the Vendor hereunder,

and interest thereon at the rate aforesaid, up to the date of such payment.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any post office under registered cover, addressed as follows:

Mrs. Ragna Alberto Dahle, 2751 Triumph Street, Vancouver, B.C.

Or, if delivered to the Vendor, or mailed at any post office under registered cover, addressed as follows: Mr. Selmaahli Ness, care, Pemberton Realty Corporation Limited, 418 Howe St. Vancouver, B.C.

Any notice if served by registered post shall be deemed to have been delivered in the ordinary course of post, but in any event not later than the third day following that on which it was mailed.

AND the party of the Third Part for diverse valuable considerations doth hereby covenant, promise and agree with the said Vendor that he will at all times pay or cause to be paid to the Vendor the purchase moneys, including interest, hereby secured, at the time or times respectively appointed therefor, and that he will observe and perform, or cause to be observed and performed, all the covenants, terms, provisos, stipulations and conditions herein contained on the part of the Purchaser to be observed and performed, and he will at all times indemnify, protect, and save harmless the Vendor from all loss, costs and damage in respect of the sale of the hereinbefore described lands and premises and every matter and thing therein contained, and no indulgence shown by the Vendor in respect of any default by the Purchaser which may arise under this Agreement, and no extension or extensions granted by the Vendor to the Purchaser for payment of the purchase moneys hereby secured, or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained to be done, observed or performed by the Purchaser, nor any other dealings between the Purchaser and the Vendor shall in anywise modify, alter, vary, or in anywise prejudice the Vendor or affect the liability of the Party of the Third Part in anywise under this covenant, which shall continue and be binding on the Party of the Third Part, and as well after as before maturity of this Agreement, until the said purchase moneys are fully paid and satisfied.

AND IT IS EXPRESSLY AGREED between the parties hereto, that all grants, covenants, provisos, and agreements, rights, powers, privileges, conditions and liabilities contained in this agreement shall be read and held as 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, and if there shall be more than one purchaser the covenants on their part herein contained shall be joint and several covenants.

WHEREVER the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or body politic or corporate where the context or the parties referred to so require.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals.

Signed, Sealed and Delivered

BY THE VENDOR
IN THE PRESENCE OF

[Signature] (Signature of Witness)

418 Howe Street, (Street Address)

Vancouver, B.C. (City)

[Signature] (Occupation)

Signed, Sealed and Delivered

BY THE PURCHASER
IN THE PRESENCE OF

[Signature] (Signature of Witness)

418 Howe Street, (Street Address)

Vancouver, B.C. (City)

[Signature] (Occupation)

[Signature]

Mrs. Ragnatoahli

E. M. Dahle

Original Registered as No. 301364

Dated 19 42.

SETHACHT MOSE

AND

RAGNA ALBERTA DAHL.

Agreement FOR SALE OF LAND

Pemberton Realty
CORPORATION LIMITED

FINANCIAL AGENTS
418 HOWE STREET VANCOUVER, B. C.

COPYRIGHT
Standard Agreement For Sale Form adopted by



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

I HEREBY CERTIFY that on the _____ day of _____ 19____ at _____
FOR MAKER
(whose identity has been proved by the evidence on oath of _____ who is) personally known to me, appeared before me and acknowledged the person mentioned in the annexed instrument as the maker thereof, and that he executed the same voluntarily, and subscribed thereto as part of the full age of twenty-one years.
IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal of Office at _____ British Columbia, this _____ day of _____ 19____
of _____ nine hundred and _____
in the year of our Lord one thousand _____

I HEREBY CERTIFY that on the _____ day of _____ 19____ at _____
FOR ATTORNEY
(whose identity has been proved by the evidence on oath of _____ who is) personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of _____ to the annexed instrument as the maker thereof, that the said _____ is the same person mentioned in the said instrument as the maker thereof, and that he, the said _____ knows the contents of the said instrument and subscribed the name of the said _____ thereto voluntarily as the free act and deed of the said _____ under authority of a power of attorney which has not been revealed.
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at _____ British Columbia, this _____ day of _____ 19____
of _____ nine hundred and _____
in the year of our Lord one thousand _____

NOTE—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.
A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits within British Columbia.

This Indenture

Made in duplicate the 24th day of June in the year of our Lord one thousand nine hundred and forty four.

Between

ELLA ALBERTA DAHLE, Married Woman, wife of DAHLE, of 2761 Triumph Street, in the City of Vancouver, in the Province of British Columbia,

Insert Full Name, Address and Occupation of Parties.

hereinafter called the "ASSIGNOR"
OF THE FIRST PART

AND
DAVID GRIGG, Barber, and his wife ANNIE GRIGG, of 3625 East Pender Street, in the said City of Vancouver, in the Province of British Columbia,

hereinafter called the "ASSIGNEE"
OF THE SECOND PART

Whereas by Agreement for Sale dated the day of May one thousand nine hundred and forty-two and made between Seihachi Nose of City of Vancouver as vendor of the first part, and Ella Alberta Dahle of City of Vancouver as purchaser of the second part, the said vendor did agree to sell and convey in fee unto the said purchaser, who thereby agreed to purchase from the said vendor the lands therein and hereinafter particularly described, for the sum of thirty-five hundred - - - - - (\$3500.00) - - - Dollars subject to the conditions and covenants in said Agreement for Sale contained:

The aforesaid sum to be paid as follows: One Thousand Five Hundred (\$1500.00) dollars in cash and the balance at the rate of Forty (\$40.00) dollars per month, bearing interest at the rate of Six (6%) per cent per annum.

AND WHEREAS, the Assignor has agreed to grant and assign the said Agreement for Sale and all interest therein, and in the said lands unto the Assignee;

AND WHEREAS, the Assignee has agreed to assume the payment of the moneys (being for principal, the sum of One Thousand two Hundred and thirty-five (\$1235.00) - - - - - Dollars)

due and to become due under said Agreement for Sale.

Now THEREFORE THIS INDENTURE witnesseth that in consideration of the premises and of the sum of ~~three thousand four hundred and~~ ^{three thousand four hundred and} ~~thirty-five (35,000)~~ Dollars, of lawful money of Canada, now paid by the Assignee to the Assignor (the receipt whereof is hereby by him acknowledged) he the Assignor Doth hereby GRANT, ASSIGN, TRANSFER and SET OVER unto the Assignee the said Agreement for Sale and all the rights, title, and interest of him the said Assignor thereunder and therein:

AND THIS INDENTURE further witnesseth that, for the consideration aforesaid, he the Assignor HATH GRANTED, RELEASED, and QUITTED CLAIM, and by these presents, BOTH GRANT, RELEASE, and QUIT CLAIM, unto the Assignee FOREVER,

ALL and SINGULAR that certain parcel or tract of land and premises situate, lying and being

in the City of Vancouver in the Province of British Columbia more particularly known and described as being Subdivision Sixteen (16) of Lot Twenty-two (22) Town of Hastings, Suburban Lands according to a plan registered in the Land Registry Office numbered 3097A

Together with the appurtenances thereunto belonging or appertaining, and all the ESTATE, RIGHT, TITLE, INTEREST, CLAIM and DEMAND whatsoever, both at law and in equity or otherwise howsoever, and whether in possession or expectancy of him the Assignor, therein and thereto TO HAVE and TO HOLD the aforesaid lands and premises with ALL and SINGULAR the appurtenances thereto belonging or appertaining UNTO AND TO THE USE of the Assignee his heirs and assigns forever, SUBJECT, nevertheless, to the reservations, limitations, provisos and conditions expressed in the original Grant thereof from the Crown, AND SUBJECT also to the terms of the said Agreement for Sale and the Covenants and Conditions therein contained.

AND the Assignor hereby COVENANTS with the Assignee that there is now due or accruing due and unpaid under the Agreement for Sale ONLY the said sum of One Thousand two hundred and thirty-five - (\$1235.00) - - Dollars, payable as follows: At the rate of Forty (\$40.00) dollars per month the first of such payments to be made on the first day of July A.D. 1944 and thereafter on the first days of each and every month, inclusive of interest.

together with interest thereon at --(6)--Six per centum per annum from the First day of June - - - - - one thousand nine hundred and forty-four.

AND the Assignee hereby COVENANTS and AGREES with the Assignor that he will ASSUME, PAY and DISCHARGE all moneys due and to become due under said Agreement for Sale and will INDEMNIFY and SAVE HARMLESS the Assignor against and from the payment of the same or any part thereof, and will observe, keep, and perform all the terms, covenants and conditions in the said Agreement for Sale contained and by the Assignor therein agreed to be observed, kept and performed.

AND the Assignor hereby COVENANTS with the Assignee that he has done no act to incumber the said lands, and has done no act, and has been guilty of no omission or laches whereby the said Agreement for Sale has become, in part or entirety, in anywise impaired or invalid.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Assignment shall be read and held as 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; AND wherever the singular or the masculine pronoun are used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties hereto so require.

In Witness Whereof the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered

Signature

Occupation

Street Address

City or Town

Mrs. Ragna A. Dahl
Annie Greig
David Greig

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I, Notary Public, that, on the 13 day of July, 1944, at

of the City of Vancouver, in the Province of British Columbia, appeared before me and acknowledged to me that he is the DAVID ORRIG and who subscribed his name to the annexed instrument as AMIE ORRIG and that he is the person of the said AMIE ORRIG and affixed the seal of the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Vancouver, in the Province of British Columbia, this 13 day of July, 1944, in the year of our Lord one thousand nine hundred and forty

DAVID ORRIG and
AMIE ORRIG
—TO—
DAVID ORRIG and
AMIE ORRIG
BARRISTER & SOLICITOR,
SUITE 402 HOLDEN BUILDING,
16 EAST HASTINGS ST.,
VANCOUVER, B.C.

Assignment
OF AGREEMENT FOR SALE
(BY PURCHASER)

The Clerk of the Court of British Columbia, at Vancouver, B.C.
From 10
Registered 45797M
13/7/44

FOR MAKER (INCLUDING MARRIED WOMEN)

I, Notary Public, that, on the 13 day of July, 1944, at Vancouver, in the Province of British Columbia, appeared before me and acknowledged to me that DAVID ORRIG and the maker thereof, and whose name AMIE ORRIG subscribed thereto as part AMIE ORRIG of the full age of twenty-one years, contents thereof, and that AMIE ORRIG executed the same voluntarily, and AMIE ORRIG IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Vancouver, in the Province of British Columbia, this 13 day of July, 1944, in the year of our Lord one thousand nine hundred and forty

AFFIDAVIT OF WITNESS

I, Notary Public, that, on the 13 day of July, 1944, at Vancouver, in the Province of British Columbia, appeared before me and acknowledged to me that DAVID ORRIG and the maker thereof, and whose name AMIE ORRIG subscribed thereto as part AMIE ORRIG of the full age of twenty-one years, contents thereof, and that AMIE ORRIG executed the same voluntarily, and AMIE ORRIG IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Vancouver, in the Province of British Columbia, this 13 day of July, 1944, in the year of our Lord one thousand nine hundred and forty

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

This Indenture

Made the ----- First-----day of November, ----- in the year of our Lord one thousand nine hundred and forty-six (1946).

In Pursuance of the "Short form of Deeds Act"

Between

SEIHACHI NOSE, (Merchant), of 5325 Victoria Avenue, in the City of Montreal, in the Province of Quebec.

Insert full Name,
Street Address and
Occupation of
Grantor and of
Grantee.

(hereinafter called the "Grantor")

AND

DAVID GREIG, (Bartender), and ANNIE GREIG, wife of the said David Greig, both of 2761 Triumph Street, in the City of Vancouver, in the Province of British Columbia,

(hereinafter called the "Grantee")

WITNESSETH, that, in consideration of

----- THREE THOUSAND FIVE HUNDRED 00/100 (\$3,500.00) -----

Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor, **DOETH GRANT** unto the said Grantee, his heirs and assigns **FOREVER**:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the CITY OF VANCOUVER, in the Province of British Columbia, and more particularly known and described as Subdivision Sixteen (16), Lot Twenty-two (22), Town of Hastings Suburban Lands, according to a plan deposited in the Land Registry Office at the said City of Vancouver, and numbered 309A,

TOGETHER with all buildings, fixtures, contents, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, right, title, interest, property, claim and demand of him, the said Grantor, in, to, or upon the said premises.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; Subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown, And subject from and after June 1st., 1944, ----- to all taxes, rates, local improvement assessments, sewer rates and sprinkling taxes, whether already or hereafter assessed.

THE said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid.

AND the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

AND the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

AND the said Grantor Releases to the said Grantee All His Claims upon the said lands.

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

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Signature of Witness } "Schwartz, J. P."
Street Address 1604 St. Lawrence Blvd.
City or Town Montreal, Quebec
Occupation of Witness Manufacturer

"Seihachi Nose" (SEAL)

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the Seventh day of November, 1946, at the City of Montreal, in the Province of Quebec, ~~in the Province of British Columbia~~ SEIHACHI NOSE (whose identity has been proved by the evidence on oath of), who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party, that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at the City of Montreal, in the Province of QUEBEC, this seventh day of November, 1946, in the year of our Lord one thousand nine hundred and forty-six (1946).

NOTARY'S SEAL

"Schwartz" Justice of the Peace.

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

COPY
163/30L

Dated November 1st. 1946.

SEIHACHI NOSE

—TO—

DAVID GREIG, and
ANNIE GREIG.

FORM NO. 1

Deed of Land

SITUATE IN

the CITY OF VANCOUVER, B.C.

Lot- Sub. 16, Lot 22,

Block Hastings Townsite,

D. L. Plan 309A

W-D

Pemberton Realty

CORPORATION LIMITED

FINANCIAL AGENTS

VANCOUVER BRITISH COLUMBIA

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

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____ in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____) who is personally known to me, appeared before me and acknowledged to me that he is the _____ who subscribed his name to the annexed instrument as _____ and affixed the seal of the _____ to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ in the Province of _____, this _____ day of _____, in the year of our Lord one thousand nine hundred and _____.

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

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____ in the Province of British Columbia, this _____ day of _____, in the year of our Lord one thousand nine hundred and _____, IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, _____ at _____ in the Province of _____, knows the contents of said instrument, and is still alive to the best of his belief, and that he, the said _____, as the free act and deed of the said _____, personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of _____ to the annexed instrument as the maker thereof, that the said _____ is the same person mentioned in the said instrument as the maker thereof, and he still alive to the best of his belief, and that he, the said _____, as the free act and deed of the said _____, attorney which has not been revoked.

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

PROVINCE OF BRITISH COLUMBIA
TO WIT:
I, _____ of the _____, in the Province of British Columbia, make oath and say:
1. I was personally present and did see the within instrument duly signed and executed by _____ the part _____ thereof, for the purposes named therein.
2. The said instrument was executed at _____, and that
3. I know the said part _____, and that
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.
Sworn before me at _____ in the Province of British Columbia, this _____ day of _____, 19____.

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

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

ADDRESS ALL
COMMUNICATIONS
TO THE
CUSTODIAN'S OFFICE
PLEASE REFER
TO
FILE NO. **7833**

VACATING GUARANTEE

The Secretary of State of Canada acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading With The Enemy (1943), by his duly authorized and lawful Deputy, hereby vacates the Certificate of Vesting registered in the Land Registry Office for the Land Registration District of Vancouver, at Vancouver in the Province of British Columbia, on the 21st day of August 1942, as No. 34700, and certifying that the interest of Seiichi NOSE in Subdivision Sixteen (16), Lot Twenty-two (22), Hastings Townsite, is vested in the Custodian, and hereby relinquishes and releases any right which he the said Custodian may have in the said property by virtue of the Vesting in him of the interest of the said Seiichi NOSE.

DATED at Vancouver this 15th day of November, A.D. 1946.

J. G. Shears

(J. G. SHEARS)
Authorized Deputy of the Secretary
of State and/or Custodian

P.P.4
EVACUATION SECTION
Rec'd JAN 18 1944
File No. 7833-776
Ans.
Referred HARROP

243 D. Powell Street,
Vancouver, B. C.

January 18th, 1944

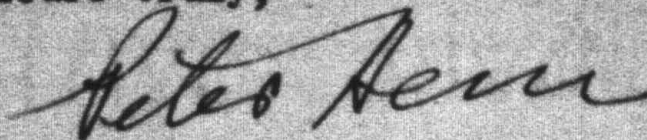
The Custodian's Office,
506 Royal Bank Bldg.,
Vancouver, B. C.

Dear Sirs:

Re: Your File Nos. 7833 & 9760

On behalf of my client I herewith
submit an offer of \$3,000.00 cash for Catalogue
No. 181, 229-31 Powell Street (Lot 11, Blk. 4,
D.L. 196).

Yours truly,



Peter Hem.

Replied

TELEPHONE: PACIFIC 6553

ESTABLISHED 1906

VANCOUVER'S SELECT HOME SELLERS



P. C. GIBBENS & CO. LTD.

TRUSTEES, FINANCIAL AND ESTATE AGENTS

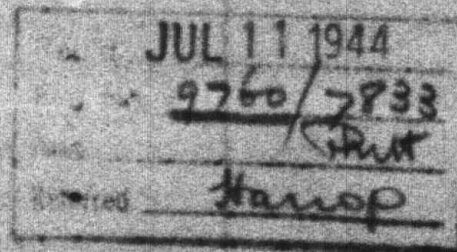
NOTARY PUBLIC

ADDRESS ALL COMMUNICATIONS TO THE FIRM:

254 EAST HASTINGS STREET,

VANCOUVER, B. C.

July 11th, 1944.
'one day nearer victory'



The Custodian,
506 Royal Bank Building,
City.

Gentlemen:

181 Herewith we hand you cheque for \$420:00
in behalf of our client Mr. Luey G. Jong as 10%
of his offer of \$4200:00 to purchase catalogue
- 229 Powell Street. The offer is a all cash
one, and subject to our commission of 5%.

Trusting to hear from you in due time,

P.C.GIBBENS & CO. LTD.

PER:

LRM.ms

L.R. Maddeford.

Refused

Established Over A Quarter Of A Century

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Casualty Company of Canada.	<i>Transferred to new owner - Chow - 10/1/45</i> PG 22077	plate glass	Aug.	25	44	29 Powell Street, Vancouver, B.C.
Canadian Indemnity Company	<i>Transferred to new owner - Chow - 10/1/45</i> 54874	\$2,000.	Sept.	26	44	229 Powell Street, Vancouver, B.C.
Union Insurance Society of Canton	<i>Transferred to new owner - Chow - 10/1/45</i> C313429	\$1,500.	Nov.	7	45	229 Powell Street, Vancouver, B.C.
Legal & General Assur. Society Ltd.	<i>Transferred to new owner - Chow - 10/1/45</i> 12289	\$1,500.	Nov.	7	45	229 Powell Street, Vancouver, B.C.
British Northwestern Fire Ins. Co.	<i>Transferred to new owner - Chow - 10/1/45</i> 2761	\$3,000.	Oct.	17	48	2761 Triumph St., Vancouver, B.C. ✓
Plate Glass Insurance Company	<i>Transferred to new owner - Chow - 10/1/45</i> 32975	\$1,000.	Aug.	25	1947	229-231 Powell St., Vancouver, B.C.
Alliance Insurance Company	<i>Transferred to new owner - Chow - 10/1/45</i> 27527	\$2,000.	Sept.	26	1947	✓ Lt. 11, Bldg. 2, D.L. 1/3, 229 Powell St., Vancouver, B.C.
British Northwestern Fire Insurance Co.	<i>Transferred to new owner - Chow - 10/1/45</i> 2761	\$3,000.00	Oct.	17	1949	✓ 2761 Triumph St. Vancouver, B.C.

Policy 22095 - Returned to Pemberton's - Nov 1945

FIRE INSURANCE SUMMARY

Seihachi NOSE	Reg. No. 07242	File No. 7833
Masuo MATSUMIYA	Reg. No. 10033	File No. 9760

Masuo MATSUMIYA on his JP Form signed May 21st, 1942, referred the Custodian to Pemberton Realty Corporation for details of the Fire Insurance Policies. These details are shown below.

Seihachi NOSE declared on his JP Form signed May 6th, 1942, that he, along with Masuo MATSUMIYA, carried a Fire Insurance Policy on 229 Powell Street for \$2,000.00. However, it was found that there were the following policies in force.

Alliance Insurance Company Policy No. 27527	\$2000.00
Legal & General Assurance Society Ltd. Policy No. 12289	\$1500.00
Union Insurance Society of Canton, Policy No. C313429	\$1500.00

all covering the building at 229/231 Powell Street. These were transferred to the new owners, Chow Wing Kee and May Kwan Chow January 10th, 1945, and a credit of \$141.73 being the Unexpired Insurance Premiums was allowed Seihachi NOSE and Masuo MATSUMIYA.

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

April 16th, 1947.

D. A. Cramer

D. A. CRAMER.

LIABILITY SUMMARY

Saitohchi MUSE Reg. No. 57242 File Number 7833

The above-named Japanese declared on his JP Form signed
6th May 1942 that he had no Personal or Trade Debts and we can
find no evidence of any claims having been filed against him.

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

April 16th, 1947.

D. A. Cramer

D. A. CRAMER.

DAC:is

- SUMMARY -

PERSONAL PROPERTY

File 7833.

Seihachi NOSE - Reg. No. 07242.

Chattels:

See Schedule Chattels.

Accounts
Receivable:

On Page 3 of Registration of Seihachi NOSE, dated May 6/42, is recorded under "Money owing to you" the following:
"\$600.00 owing to business through miscellaneous accts."
No action required of or taken by, the Custodian in respect to accounts receivable.

Bonds,
Bank Account,
Life Insurance,
Safety Deposit Box:

On Page 3 of Registration of Seihachi NOSE, dated May 6th, 1942, is recorded Bonds, Bank Account, Life Insurance and Safety Deposit Box. As these did not come under the control of the Custodian, no action was taken in respect to them.

Shares:

Under date of Jan. 10/44, it is noted in Memorandum that Nose holds 90 shares in Matsumiya & Nose Ltd.

Under letter of March 28th, 1942, from Assistant Deputy Custodian, Ottawa, reference is made to the Canadian Celanese Ltd., and to Nose as shareholder. Our subsequent letter of Aug. 3/42, advises that "I have assumed that dividends follow securities", etc. No further action required of or taken by the Custodian.

Refund:

A refund of \$20.50 was received for account of Seihachi NOSE from Provincial Government in respect to Income Tax of 1941 and credited to his account on our books as October 29 1942.

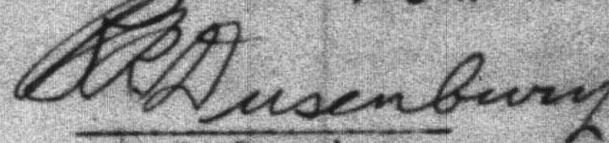
Specified Articles:

On form "Information from R.C.M.P." dated Aug. 27/43, under "Additional Information" mention is made of "1 car". As no other reference is made to a car on the file it is assumed that disposition was made of same by Nose prior to his evacuation in June, 1942. No car was declared by him in his declaration dated May 6/42.

No vessels, firearms, Cameras, Radios or other motor vehicles are revealed on the file in his name.

No other personal property of Seihachi NOSE is revealed on the file.

The above summary is certified to be in accordance with the information on file, Aug. 4, 1947.



B. R. Dusenbury,
Office of the Custodian.

File No. 7633

CHATTEL SCHEDULE

January 21st, 1947

Sethacht MOSE,
Rec. No. 07242

Sold at Auction

Shipped.

Remarks.

Declared.

I.P. form May 6/42

"Complete household furnishings in owner's possession at 2761 Triumph St. Van, B.C. and will all be sold either by auction or private sale before declarant is evacuated."
(see ltr. Penbertons June 22/42 re ltr. of MOSE).

Declared in ltr. MOSE, Feb 11/46

1 case School books

1 Screen Japanese style with flower design

All Aluminium kitchen ware:

1 Roast pan

1 Water pail

1 Deep Sauce pan

All Silverware:

6 spoons in a box

1 sugar spoon

1 set butter knives

1 per candle stick stands

1 per salt & pepper

2 Silver plates 2 large spoons

1 Alarm clock of small size

1 small table clock, shaped square

All Chutneys:

1 large size Japanese mixing bowl

3 large bowls

all dishes & cups

5 cut glass wine cups, flower vases,

1 fruit glass bowl

Other Miscellaneous

about 5 wooden trays

4 or 5 table cloths all sizes

.....

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thr. Bowmans Storage June 4/46

(also 1 trunk, 1 barrel found & shipped)

thr. Bowmans. see our ltr. July 5/46

" " "

" " (Supposition)

" " "

" " "

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.....

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See our ltr.
July 5/46

These items may have been in cases shipped thr. Bowmans by Mr. Spein June 4/46.

See Ltr. MOSE
May 5/45 re
chattels in
locked room at
229 Powell St.

Evidently these
were contained
in 2 trunks and
26 cases found
there.

M.D. Davidson

File No. 7833

CHATEL SCHEDULE

January 21st, 1947

- 2 -

Declared.	Sold at Auction	Shipped	Missing	Remarks
3 ornamental metal figures for living room decoration	.....	.....	.....
1 incense pot of metal (bronze)	.....	.....	.....
pictures of family in frame, picture of Fujiyama in embroidery	.....	.....	.....
1 Electrical Heater for fireplace	Apr. 26/46. Van. 62	.....	.....
10 Square Japanese Trays	.....	.....	.....
1 trunk of Ceramontal toys	.....	.....	.....
1 Piano in Crome Storage. See Ltr. MOSE March 1/46	.....	.....	.....
1 Electric Range (Hotpoint) with Mr. Roy Bie	.....	Thr. Crome Mar /46	.....
	Mar. 29/46 Van 59.			

Ltr. Feb. 25/46-MOSE

Carton containing
a number of white dress
shirts & vests - see File
10242.
See Ltr. MOSE May 6/46
and our Ltr. May 17/46
"unable to locate".

NOTE:

It would appear from the records on file that all the personal chattels of Seibuchi MOSE declared by him in various letters, were taken from a locked room at 229 Powell St. and were contained in 2 trunks and 26 cases. We cannot find how many of them were in the cases shipped through Bowman's Storage in June 1946, but according to Mr. Spain's Ltr. of July 5, 1946, only a few items could not be identified as being in the cases above mentioned.

W D A Davidson

✓

File 7833

MEMORANDUM

TO: Mr. Dusenbury

January 20, 1947

FROM: E. Robertson

Re: Seihachi NOSE, #07242 - File 7833 and
Masuo MATSUMIYA, #10033 - File No. 9760

The real property 229-231 Powell Street was owned jointly by the above Japanese persons.

On reviewing files 1438 and 6641, being those of Ryozo TANIZAWA and Yasuo TANIZAWA (wife), respectively, it is revealed that they declared the following chattels as having been left at 229A Powell Street:

Declared by Mrs. Tanizawa in her JP form dated April 28, 1942:

2 beds with springs
Bureau
Gas Stove
Oil Heater

Declared by Ryozo Tanizawa through the B. C. Security Commission letters dated Dec. 24, 1942 and January 25, 1943:

Gas Stove
Electric Heater
Electric Fan
1 Wood Stove
Iron
Flashlights

There is nothing on the Tanizawa files to indicate what happened to these chattels.

E. Robertson

*Forwarded to
Dec 11/45 to
Makunaga
also note*

NAME MATSUMIYA, Masuo

REGISTRATION NO. 10033

FILE NO. 9760

The following chattels were sold by public
auction at 992 Powell Street, Vanc. B.C. May 9th, 1944.

	Brought forward	\$ 35.50
Lacquerware set		2.00
2 Boxes Ceremonial toys		1.80
Glassware		1.25
7 Bowls		1.50
Carton dishes		1.50
Trays		1.50
2 Japanese tea sets		1.00
Miscellaneous dishes		1.00
Table Decorations		1.25
Pencils & box & 2 Toys		1.20

*26 cases as in
Machines list
July 16/42?
yes.*

Total
Less Expenses: (Auctioneer's Fee: \$4.95
(Advertising: 1.19
(Moving: 3.86

\$	
\$	49.50
\$	10.00
\$	39.50

Net Proceeds Credited:

Members of Custodian Staff Present.

Mr. Wills

Extracted from Auctioneering list No.

Vancouver 19.

Remarks.

*Letter Nov 31-12-45. "belong to Makunaga"
D*

NAME HOSE, Seibach

REGISTRATION NO. 07242

FILE NO. 7833

The following chattels were sold by public
auction at 771 Hastings St. E. Vancouver B.C. on March 27th, 1946.

Hot Point Electric range

\$ 75.00

Total

\$ 75.00

Less Expenses:

(Auctioneer's fee \$ 9.38
(Advertising 2.02
(Moving 10.30

\$ 21.70

Net Proceeds Credited:

\$ 53.30

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 59

Remarks.

NAME W. E. Colman

REGISTRATION NO. 07212

FILE NO. 7833

The following chattels were sold by public
auction at 771 E. Hastings St. Vancouver, B.C. on April 26th, 1946.

Electric fire place

\$ 11.00

Total

\$ 11.00

Less Expenses: (Auctioneer's fee \$ 1.37
(Advertising .35
(Moving 1.50

\$ 3.22

Net Proceeds Credited:

\$ 7.78

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 62

Remarks.

Selbach's NOSE

File No. 7833
Reg. No. 07242

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 October 29	1/2 wage tax refund	\$	\$ 20.50	
1943 May 11	Income tax paid	15.00		
1945 July 7	Transfer from joint account Cheque to you	2,872.36	2,872.36	
1946 April 20 June 22	Proceeds Auction Sale " "		53.30 7.72	
1947 May 6	Cheque to you	66.52		
		<u>\$2,953.88</u>	<u>\$2,953.88</u>	

NTL

Accounting Department
April 7th, 1948

File No. 7833 & 9760
Reg. No. 07242 & 10033

Seibachl NOSE
Masuo MATSUMIYA

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 December 9	Rents collected	\$ 9.50	\$ 194.62	
	Agent's commission	45.81		
	Water, light & gas	10.00		
	Allowance re rooms to tenant	22.20		
	Repairs & scavenging			
1943 January 27	Land Registry Office - Certificate of Encumbrance	2.00	100.00	
February 25	Sale of cash register			
June 29	Taxes	277.67	1,025.00	
December 29	Rents collected	49.00		
	Agent's commission	195.50		
	Repairs	103.50		
	Insurance premium	62.70		
	Water, etc.			
1944 June 27	Taxes	258.65	720.00	
September 23	Rents collected	36.00		
	Agent's commission	108.63		
	Repairs	167.05		
	Water, etc.	108.85		
	Insurance premium		28.24	
October 19	Balance rents to date, net		4,933.93	
December 15	Credit re Sale of Property		200.00	
	Reserve funds deposited with Pemberton's by S. Nose			
1945 July 7	Transfer of funds to S. Nose	2,872.36		
	" " M. Matsumiya	2,872.37		
		<u>\$7,201.79</u>	<u>\$7,201.79</u>	

NIL

Accounting Department
April 7th, 1948

DEC - 2 1947

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

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

7833

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

- (1) NAME NOSE, SEIICHI (RCMP) Reg. No. 07242
(Print) Surname Given Name
- (2) Pre-Evacuation Address 2761 Trough St., Vancouver, B.C.
- (3) Present Address 5325 Victoria Ave., Apt. #2, Montreal, Quebec.
- (4) REAL ESTATE
- (a) Street Address (if any) 229 - 231 Powell Street, Vancouver, B.C.
City or Municipality, Province
- (b) Legal description (lot number, block number, section number, etc.)
Lot 11, Block 4, D.L. 126 City of Vancouver, B.C.
(Custodian Catalogue No. 181)
- (c) Type of Real Property (cross out words which do not apply):
~~(i) Farm~~
(ii) ~~Residence~~ Type of business
(iii) ~~Business~~
(iv) ~~Any other type of property (describe)~~
- (d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) 50%
- (e) Fair market value at date of sale (estimate this to the best of your ability):
- | | |
|---|-------------|
| (i) Land | \$ 1,000.00 |
| (ii) Buildings | \$ 5,889.64 |
| (iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) | \$ |
| (iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) | \$ 6,889.64 |
| (v) Amount at which Custodian sold property and credited your account | \$ 4,736.00 |
| (f) Loss (This figure is arrived at by deducting item (v) from item (iv)) | \$ 2,153.64 |
- (5) PERSONAL PROPERTY S. Nose's share 50% 1,076.82
- (a) Place or places at which property was left by the claimant at date of evacuation
229 Powell St. Vancr. in store, special built locker room
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
Store warehouse.
- (c) How stored or packed at time of evacuation Stored in a special built locker

(over)

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

A Commissioner etc.

A.D. 1947.

this 26th day of November
in the province of Quebec
of Montreal

DECLARED before me at the city

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DO SOLEMNLY DECLARE THAT:

of the 5325 Victoria Ave
in the Quarter

1. Section 11, 11th Ave
TO WIT:

DOMINION OF CANADA
of

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

MONTREAL

(6) (a) Place at which claimant prefers to be heard.
(b) Do you require the services of an interpreter at the hearing? Yes or no.

(7) Total claim including real and personal property (this figure can be arrived at by adding items 4(1) and 5(e)).

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

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

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

7833.

August 4th, 1947.

REGISTERED MAIL.

Mr. Seihachi NOSE,
Registration No. 07242,
5325 Victoria Avenue,
Montreal, Quebec.

Dear Sirs:

We have brought forward your file and personal account for review so that we can send you a brief report of your affairs that have come under our control and so that we can reply to your letter of the 19th ultimo recently received.

In this review it is noted that you declared a half-interest in 229-231 Powell Street, known as Lot 11, Block 4, District Lot 196, Plan 184, Vancouver, B. C., and also a full interest in 2761 Triumph Street, known as Subdivision 16, of Lot 22, Town of Hastings, Plan 309A, Vancouver, B. C. The other one-half interest in 229 Powell Street was owned by Masuo Matsumiya, Reg. No. 10033. These premises were occupied as Store and Suites and were handled by Pemberton's, Agents, at your request, the rentals received being credited to your joint account on our books. Our Statement sent you Oct. 23/44, showed particulars of this account at that time. As you are aware, this property was sold as Oct. 19/44, for \$5,000.00, and a General Statement of Joint Account showing \$5,744.73 together with Sales Statement of Powell Street property were forwarded to you in our letter of March 9th, 1945. This amount was divided 50/50 between you and Matsumiya and transferred to your respective accounts on our books. A cheque for \$2,872.36, your share, was forwarded to you in our letter of July 11th, 1945.

Re 2761 Triumph Street - It is noted that you declared ownership of this property and that it was sold under Agreement for Sale through Pemberton's prior to your evacuation. The funds from this sale, as agreed by you with Pemberton's, were collected by them and deposited to your credit with the Bank of Nova Scotia, they forwarding advice to this office of having done so as payments were made. This arrangement seems to have been carried through successfully and we were advised on Nov. 2/46, of the balance of monies owing on the Agreement having been paid. Pemberton's advised on that date of having prepared a Deed and forwarded it to you for your signature. In due course we received copy of the Deed and also the usual advice of deposit of final payment to your credit with the said Bank. This completed the transaction.

In respect to your chattels, and personal effects, we have gone into your file carefully and it would seem that we have reported on the various items that came under our control. It would not add materially to this report

(Over)

Mr. Seihachi NOSE.

Page 2.

August 4th, 1947.

for us to repeat the information contained in our many letters to you, particularly by our protection department, in reply to your inquiries, for you will have them all on your files. The Safe which was evidently the property of Matsumiya & Nose Ltd., you authorized held to the order of Mr. H. K. Hall of Gault Bros. Ltd., according to your letter of July 17/46, to Crone Storage Co. Ltd., a copy of which letter we have on file. Crone's letter of Jan. 28/47, advised that it was delivered to Union Steamship's on August 2nd, 1946. You recently had a report from this office in respect to Matsumiya & Nose Ltd., which indicates the proceeds from sales of Chattels credited to that account. You were forwarded on 23rd March, 1944, and March 9th, 1945, statements of your Joint Account with Masuo Matsumiya in which are no proceeds from sales of Chattels, except on Feb. 25/43, for Cash register \$100.00, which should probably have been credited to the account of Matsumiya & Nose Ltd. In our letter of Dec. 11/45, you were advised of Household Effects that were sold and credited to Masuo Matsumiya with Auction Sheets in respect to same to which you replied: "it seems to me now, belong to Mr. Matsumiya". We are now enclosing a statement of your personal account on which you were forwarded our cheque for \$66.52 in our letter of the 5th May last, which statement, with Auction Sheets Nos. 59 and 62 attached, discloses the proceeds of chattels credited to your personal account. The foregoing named accounts are all that you are interested in on our books and, therefore, record all the proceeds for Chattels that were sold in which you were personally or otherwise concerned. These chattels sold, plus those shipped to you or abandoned as of no value, would appear to account for those coming under our control in which you had an interest.

The Joint interest in Pe wall Street property, the full interest in the Triumph Street property and Chattels and personal effects would appear to cover your affairs coming under our control and on these we have reported as above as well as in our previous letters, reports and statements.

We shall be obliged for your acknowledgment in due course.

For your convenience in replying, we enclose an addressed envelope.

Yours truly,

B. R. Dusenbury,
Office of the Custodian.

BRD/P.
Encl.

6845, 7833, ✓
7760, 9761,
15191
10242

July 11, 1947.

Matsumiya and Nose Limited,
5325 Victoria Avenue,
Montreal, Quebec.

Dear Sirs: Attention: Seihachi NOSE, Director.

In reply to your inquiry regarding the affairs of Matsumiya and Nose Limited, the account in this Office holds a credit of \$164.99 made up as shown on the attached statement.

Regarding assets left in the Protected Area, the two eight-foot shoe cases and one duo-thermo heater were sold at auction for the net sum of \$110.70, which amount was credited to the Company account. The desk and two display tables were put up three times but, no bids being received, were finally discarded as unsaleable. The sum of \$100.00 received from sale of the cash register was credited to the joint account of Masuo MATSUMIYA and Seihachi NOSE and distributed to them when this account was closed. A safe found at 229 Powell Street was turned over to Grone Storage and the contents acknowledged by Mr. Nose on February 4, 1947. The safe, itself, was later handed to Galt Brothers for disposal. No funds have been received relative to this safe nor from the old accounting books and price pin tickets referred to in correspondence with this Office.

With reference to the cartons of clothing reported to have been left with the Home Service Company Limited, Mr. A. B. Bernard of that Company stated on January 2, 1946, that these goods would be sent to Mr. Nose by freight, either on that day or the next.

The account of the Company has been credited with B. C. Electric Railway Company security deposit refunds in the total sum of \$54.29.

The declaration signed by Mr. Nose on behalf of the Company, stated that accounts receivable had been written off and the bank account declared by him was not brought under the control of the Custodian.

P.T.O.

6845, 7833,
9760, 9761,
10242, 15191.

(2)

Matsuniya and Nose Limited.

July 11, 1947.

With reference to liabilities, while the declaration stated that the Company had no liabilities, the Walburn Neon Limited filed a claim for \$95.00. No action was taken regarding this after the creditor was advised that Mr. Nose stated that the account had been paid up to the time that the business was forced to close. A claim filed by the B. C. Telephone Company in the sum of \$1.71 was denied by Mr. Nose and no further action taken by this Office after passing this information on to the B. C. Telephone Company. A claim filed by the Department of National Revenue in the sum of \$15.00 was paid, at the request of Mr. Nose, from his personal account in this Office.

We enclose herewith cheque in the sum of \$164.99 drawn in favour of Matsuniya and Nose Limited, being the total credit in this account as mentioned above. Would you please acknowledge receipt of this cheque, using the stamped, addressed envelope enclosed for this purpose.

Yours truly,

A. G. McARTHUR,
OFFICE OF THE CUSTODIAN.

AGM/HS
Enc. (2)

File 7833
File No. 10242

July 4, 1947

GENERAL SUMMARY

Natsuniya & Nose Limited

On June 1, 1942, Mr. Seihachi NOSE (File 7833), Managing Director of Natsuniya & Nose Limited, reported to the Custodian in respect to the company's property.

This company was engaged in the Men's Furnishings business at 229 Powell Street. The building was registered in the name of Seihachi NOSE and Masao MATSUMIYA (File 9760), who were the principal stockholders of the company.

The chattels reported to belong to the company are dealt with in the Chattel Schedule. The net proceeds from the sale of articles sold and credited to the company account amounted to \$318.70. The sum of \$100.00 received from the sale of the cash register belonging to the company was placed in the joint account of Messrs. MATSUMIYA and NOSE, Files 9760 and 7833. The safe belonging to the company was turned over to Gault Bros. Limited, 361 Water Street, Vancouver, who had been instructed by Mr. NOSE to dispose of the safe. No funds from the sale of this safe have been paid in to the Custodian.

The Accounts Receivable of the company were written off according to Mr. NOSE's declaration.

A bank account of about \$130.00 was reported on deposit at the Bank of Commerce, East End Branch.

Mr. NOSE stated that the company had no liabilities, but the following are revealed in the files:

1. Walburn Loan Limited - \$95.00. On December 22, 1945, Mr. NOSE stated that this account had been paid up to the time the business was forced to close and that they were not responsible for any unexpired portion of the contract. This information was passed on to the creditor on December 28, 1945. No further action was taken.
2. B. C. Telephone - \$1.72. On December 22, 1945, Mr. NOSE stated that his account had been settled in full and the service discontinued prior to his evacuation. This information was passed on to the B. C. Telephone Company and no further action taken.
3. Department of National Revenue - \$15.00. On April 30, 1943, Mr. NOSE sent to this office the sum of \$15.00 to settle this claim for payment of income tax deductions in connection with the company's operations in 1942.

Refunds of Security Deposit totalling \$54.29 have been received from the B.C. Electric Railway Co. and credited to Natsuniya & Nose Limited.

The credit balance of this company at present is \$164.99. No other assets or liabilities are revealed by the file.

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

G. Matheson
July 4, 1947.

File 7833

GENERAL SUMMARY - File 10242, Continued

Inventory belonged to Seihachi NOSE. This would work out as follows:

Property of Matsuniya & Nene Ltd.:

1 Ctn. Sales Books
1 Safe
10 Ledgers

Property of Seihachi NOSE:

3 Miris	1 Wicker Suitcase	3 Show Trays	2 Ironing Boards
1 Primus Stove	1 Paper Cabinet	1 Electric Fireplace	4 Ctns. Miscellaneous
1 Bread Box	1 Case	4 Window Stands	6 Boxes
Bill. Curtain	1 Ctn. Books	1 Roll Paper	2 Trunks
Reds			
1 Bill Picture Frames		2 Empty Tool Boxes	Miscellaneous Packages

On February 25, 1946, Mr. NOSE requested shipment of a carton containing a number of white dress shirts and white vests, which he stated belonged to the company. This letter is on File 10242. Although the file of Mr. NOSE indicates that some shipments of goods were made to him, it would appear that the carton of shirts and vests could not be found.

The safe belonging to the company was turned over to Crone Storage Co. on February 20, 1946, at the request of Mr. NOSE. On July 2, 1946, Mr. NOSE requested Crone Storage to open the safe and send him the contents. The contents, according to notation in Mr. Spain's writing filed under date of July 11, 1946, on File 7833, were: 1 Blank Ledger, 3 \$10.00 War Savings Certificates, 1 Key (which was turned over to Canadian Bank of Commerce). Under date of February 4, 1947, on File 7833 is a copy of Mr. NOSE's acknowledgment of receipt of the contents of the safe.

The safe itself was, at Mr. NOSE's instructions, handed over to Gault Bros. Limited for disposal. None of the files concerned give any further information about the safe beyond the letters under dates of January 31, 1947 and February 4, 1947, on File 7833.

In regard to the old accounting books and price pin tickets, on February 25, 1946, Mr. NOSE asked us to destroy the books or send them to MATSUNIYA, and to dispose of the tickets the best way possible. Nothing further appears on file, so it would seem that these items were discarded.

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

/s/

July 4, 1947

July 4, 1947

MEMORANDUM TO Files 9760 and 7833 ✓

The following goods were removed from 229 Powell Street and stored in 504 East Cordova warehouse, according to Inventory 895 on File 10242.

Jan 31/46

1 Ctn. Sales Books
1 Wicker Suitcase
1 Safe
1 Paper Cabinet
10 Ledgers
1 Case
1 Ctn. Books
3 Show Trays
1 Electric Fireplace
4 Window Stands
1 Roll Paper
2 Ironing Boards
4 Cartons Miscellaneous
6 Boxes
2 Trunks (May belong to MORINTO)
2 Tool Boxes (Empty)
3 Mirrors
1 Bundle Picture Frames
Number Misc. Packages
1 Primus Stove
1 Bread Box
Bundle Curtain Rods

File 7833

CHattel Summary

File No. 10242

July 3, 1947

Re: Matsuniya & Nose Limited

On June 1, 1942, Mr. Seihachi NOSE, Managing Director of Matsuniya & Nose Ltd. reported the following articles belonging to the company. He stated that these were being left in the care of Mr. J. Walker of Pemberton Realty Corporation.

2 6-ft. Showcases
1 Duo-therm Heater

1 Cash Register
2 Display Tables

On January 12, 1943, the Custodian removed from 229 Powell Street, premises occupied formerly by Matsuniya & Nose Limited, the goods declared and also the following items:

4 Glass Showcase Doors

1 Desk

On June, 1942, Mr. Walker had informed this office that Mr. NOSE had instructed him to lease these articles if a reliable tenant was found for the store building. Otherwise to sell (at the prices shown beside each article). Disposition of the articles was as follows:

2 Showcases (\$20.00) These were sold by the Custodian at auction for the total sum of \$60.00, on September 15, 1943. The 4 showcase doors were sold for the total sum of \$2.75 at auction of October 11, 1944.

1 Duo-therm Heater (\$25.00). This was sold at auction September 15, 1943, for the total sum of \$80.00.

The net proceeds of these two auction sales were \$110.70.

1 Cash Register (\$100.00) This item was turned over to Mr. Roy C. Sin sometime subsequent to January 12, 1943. The safe was sold by Mr. Sin through Pemberton Realty Corporation for the sum of \$100.00. This sum was paid to the Custodian on February 25, 1943, and was credited to the joint account of Masuo MATSUMIYA, File 9760 and Seihachi NOSE, File 7833, principal shareholders in the company. Mr. Sin appears to have acted as agent for Mr. NOSE in this transaction.

2 Display Tables (\$10.00) and 1 Desk (\$10.00). According to memorandum of April 15, 1944, these were offered for sale at 3 auctions but no bids were received and these articles were discarded as unsaleable.

On March 25, 1944, the Home Service Co. Ltd. reported holding goods belonging to Matsuniya & Nose Ltd. These goods, consisting of 11 complete suits, 1 tails suit, and 28 vests were shipped to Mr. Nose, in Montreal, on January 2, 1946, by the Home Service Co. Ltd.

On January 11, 1946, a quantity of goods were removed from 229 Powell Street. The goods removed are listed in Inventories Nos. 805, 806, 807, 808, 809, 820. Only on Inventory 805 are listed goods in which this company was interested, the other goods belonged to the various persons whose names appeared on the articles. According to letter of February 11, 1946, the following articles listed on Inventory 805, belonged to the company: "one safe and all its contents; old accounting books and a quantity of price tickets". It would seem from Mr. Nose's letter that everything else on this

7833

August 8, 1946.

Mr. Seihachi NOSE,
Reg. No. 07242,
5325 Victoria Ave.,
MONTREAL, P.Q.

Dear Sir:

We are in receipt of your letter of the 6th instant and we were very surprised to hear that you had not received the books. We contacted Bowman Storage Ltd. at once and found that for some unexplained reason the following are still in Vancouver; 1 trunk, 1 barrel, 1 case books.

We arranged with them to have your shipment go forward at once.

With reference to the silverware, we did not remove all the contents of your boxes, and we are therefore hopeful that you will find the missing articles among the many other articles contained in the box.

Regarding the electric stove it would appear that you failed to read the concluding paragraph in our letter of July 5th, 1946, wherein we informed you that the electric stove had been sold for the net sum of \$53.30.

Yours truly,

G. B. Spain
Protection Department

GBS:LEW

7833

July 5th, 1946.

Mr. Seihachi NOSE,
Reg. No. 07242,
5325 Victoria Ave.,
MONTREAL, P.Q.

Dear Sir:

With reference to your letters of February 11th and May 30th, 1946, we have been able to examine the cases in our warehouse and in conjunction with the list attached to your letter, we have been able to identify as yours several cases removed from your old address in Vancouver.

We have arranged with Bowman Storage Ltd. to send these cases forward to you at once.

We have been unable to discover the following items:

6 spoons in box	1 alarm clock
1 sugar spoon	1 square clock
1 dozen butter knives	1 mixing bowl
2 large spoons	5 cut glass wine cups
	1 bronze incense burner

We regret the delay in effecting shipment which was due to the confusion caused by the mixture of other chattels removed from 229 Powell Street.

With reference to the electric stove, this was sold for the net sum of \$59.30.

Yours truly,

G.B.Spain
Protection Department

GBS:LBM

7833

March 4, 1946.

Mr. Seihachi NOSE,
Reg. No. 07242,
5325 Victoria Ave.,
MONTREAL, P.Q.

Dear Sir:

The present is to acknowledge receipt of your letters of February 25th and March 1st, 1946.

A search will be made for the carton containing dress shirts and vests and if we discover them, shipment will be made to you as requested.

With reference to the piano left in Crane Storage Company, we have addressed a letter to them today releasing the piano for shipment to you as requested.

The electric hot point range will be sold in accordance with your request and we will advise you at a later date the results of this sale.

Yours truly,

G. B. Spain
Protection Department

GBS:LEI

EVACUATION SECTION	
Rec'd. <i>WASH</i>	1946
File No.	<i>7833</i>
Ans.	<i>Specimen</i>
Referred	<i>Specimen</i>

5325 Veictoria Ave.,
Montreal, March 1, 1946.

Mr. E.R. Dusenbury,
The Office of the Custodian,
Royal Bank Bldg., Vancouver, B.C.

Dear Sir:-

Re My Piano at Crone Storage

I have a request from the Crone Storage Co. to receive a permit from your office to ship the piano which is now at their warehouse. Would you please issue such a permit to them, so they can forward it to me at an early date.

At the same time, I wish to inform you that I have a Hotpoint Electric Range (4 burners with oven, enamelled, in good condition, bought from B.C. Electric @ \$195. when new) stored in the care of my friend, Mr. Roy C. Sim c/o Tooke Bros. Ltd. 365 Water Street, Vancouver. Since I now understand that it is not in order to have any chattels left in Vancouver without your knowledge, I think it is proper to disclose it to you now, and I would ask you to kindly dispose of it by an auction or sell it to any range dealers in any manner you think the best. I am informing Mr. Sim to this effect. With the kind consent of Mr. Sim in writing, the range was stored in his warehouse free of storage charge for the duration.

I can now definitely state that the piano and the electric range are the only articles now left in Vancouver, except the household goods which you are now looking after for me.

Thanking you in advance for your kind attention of the above matters,

Yours truly,

Seihachi Nose
Seihachi Nose,
Reg. No. 07242.

*Specimen
Noted 46*

File Nos. 7833
9760
10242

MEMORANDUM TO FILE

February 16th, 1946.

Reference -

No. 1 - letter Nose Feb. 11/46
2 - " " " "

Original letter on file #7833

NOSE says to forward to:

Matsuo MATSUMIYA,
Reg. No. 10033,
Grand Forks, B.C.

1. S. TAZAWA
- S. TASAWA
- C. NISHIMURA
- J. NISHIMURA
- S. FURUKAWA
- MORINO

The articles so marked

to forward to:
Mrs. Eui YANO,
New Denver, B.C.

(the articles so marked.

2. as attached list with No. 2. Letter of Feb. 11/46 NOSE personal
3. as Second page - No. 1.-Letter Feb. 11/46
MATSUMIYA & NOSE LTD.
See memo re safe No. 1. letter Feb. 11/46
4. Articles Not taken care of by Nos. 1-2&3 are to be regarded
as belonging to NOSE - Letter No. 1. Feb. 11/46,

NOTE: Whether the above is to be followed or not will be determined
of course by circumstances.

HED/ED.

EVACUATION SECTION

FEB 15 1946

Rec'd

File No. 7833, 9760/10242

Ans.

Referred

5325 Victoria Ave.,
Montreal, Feb. 11th, 1946.

Mr. E.R. Dusenbury,
Administration Dept. Office of The Custodian,
Royal Bank Bldg., Vancouver, B.C.

Dear Mr. Dusenbury: File No. 7833/9760/10242.

I am very pleased to be informed by yours of Feb. 4th that you have at last located the How ehold effects and safe I have been enquiring.

If I had any complaints in connections with the matter, I have nothing against yourself whatever, rather I am thankful with the manner you have been handling our affairs since you took over. Prior to your taking over, at least more than two persons changed hands and we did not receive much attention to our correspondence. I wish to take this opportunity of thanking you for the prompt and efficient manner you have been giving to our affairs, and hope to receive your continued assistance in future.

The packages of the following persons, please forward as follow:

1. S. Tazawa to Mr. Masuo Matsumiya, Grand Forks, B.C.
- S. Tazawa " "
- G. Nishimura " "
- I. Nishimura " "
- S. Furukawa " "
- Morino " "

I knew the above persons well, but since the evacuation I have not communicated with and do not know whereabouts at present. They are more intimate friends of Mr. Matsumiya and I would ask you to forward to Mr. Matsumiya at Grand Forks, B.C. I am asking Mr. Matsumiya to give you more information if necessary. However, since these persons left the packages in our trust I think it is quite in order for you to forward to care of Matsumiya and you would not be responsible for after that.

Mrs. Emi Yano (Wife of Mr. Takeo Yano) present address is New Denver, B.C. Please forward to her at New Denver. I have already written to her about the matter.

2. As to articles belong to myself, please see the separate list attached.

710.1-2244

The Office of Custodian,
Vancouver, - continued:

3. Articles belong to Matsumiya & Nose Ltd. are:

✓ X One Safe and all its contents, ✓

Old accounting books of the business, not packed (in loose.)
Please destroy them or send to Matsumiya.

A large quantity of printed price pin tickets, if you can
sell them please do so, otherwise dispose of them best
way you can.

4. As far as I know, there are no other articles of any other
persons. Any articles not mentioned in above belong to
S. Nose, myself.

✓ X Re the safe: I mislocated at present the combination
and the key to the safe. There is not much of valuable
articles in the safe except some records. I would ask you to
remove the safe to Crone Storage Co's warehouse as it seems that
you are anxious to dispose of the matter as soon as possible.
✓ I will arrange to pay for the storage. Also in the meantime
I will try to locate the combination and key going through my
trunks. However I expect to visit Vancouver this summer when
I will personally attend to the disposal of the safe.

All other articles are my own, and for that please refer
to the separate list enclosed herein.

Yours truly,

S. Nose
Seihachi Nose.

Memo. Aug 24/47
Crone's letter Jan 28/47 advises delivery
of safe to Union Steamship as Aug 2/46.
R

MEMORANDUM

File No. 10242

7833

9760

January 30th, 1946.

TO: Mr. Dusenbury

FROM: Mr. Spain

RE: MATSUMIYA & NOSE

229 Powell St.

I contacted the Chinese owner of the property and had the building opened. A search was made and a locked room was discovered wherein we found the company safe and many boxes and chattels.

I have arranged with Mr. Wills to have the safe and contents of the room removed to our present warehouse at 604 East Cordova.

Unless advised to the contrary everything will be sold in our next auction.

Will you please ask the owner of the safe to let us have the combination and key so that books, papers and personal articles may be stored away and not sold.

GBS:LEW

Wm. H. Legman

MEMORANDUM

File Nos. 10242
7833 ✓
9760

February 1, 1946.

TO: Mr. Dusenbury

FROM: Mr. Spain

RE: 229 Powell St. - MATSUMIYE & NOSE

Contents of a locked room were removed from the above address to the Nampa Buddhist Temple, 604 East Cordova Street.

Among the boxes, cartons or packages, the following names appeared:

S. TAZAKA
S. TAZAKA
O. NISHIMURA
I. NISHIMURA
MORINO
W. FURUKAWA
Mrs. Bai YANO

When writing to Messrs MATSUMIYA or NOSE, would you please ask them to give us as many particulars as possible regarding these people.

What is their police registration number. What was their former address. What is their full name or any information that would enable us to identify them with our file numbers.

GBS:LEM

ESTABLISHED 1887

Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

418 HOWE STREET
VANCOUVER, CANADA
January 10, 1946.

EVACUATION SECTION	
Rec'd	JAN 11 1946
File No.	
Ans.	
Referred	Dusenbury

Dept. of the Secretary of State,
Office of the Custodian,
Royal Bank Building,
Vancouver, B. C.

Attention Mr. Dusenbury.

Dear Sirs:

Referring to our phone conversation yesterday, the following is an extract from a letter written on January 26, 1943, by S. Nose, of Montreal, to our firm. Mr. Nose states that it is a copy of a letter he wrote on the 21st of January, 1943, to Mr. Sim.

"In the room, there is a safe containing some of our books and other things of not much value. When you decide to move all the articles from the room I wish to have the safe to be moved either to Mr. K. Hall's office of Gault Bros. or to your warehouse. At the time I was leaving Vancouver Mr. Hall was willing to take care of the safe until there will be a good buyer. As I wished to keep the books in the safe I did not want to dispose of the safe and I left it in the room. If Mr. Hall is still interested to keep the safe for me, I shall be glad to have it sent to his office and I will send him the combination numbers and will have the books sent over to me, as I feel that I need some of the books to be looked now and then. Since I had first talked to Mr. Hall I wish that you would first refer to him. I am only glad if he would use it for the duration rather than sell it."

Yours very truly,

PEMBERTON REALTY CORPORATION LIMITED.

S. S. Freeze
Rental Department

SGF:MM

7833/7760

Mr. Seihachi NOSE, *W. S. N.*
Reg. No. 07242,
5325 Victoria Ave., Apt. 2,
Montreal, Quebec.

December 11th, 1945.

Dear Sir:-

We are now referring to your letters of May 5th, September 24th and October 19th, 1945.

Re letter May 5th, 1945, item of \$200.00 was placed in your joint account with Matsumiya on December 15th, 1944 as previously advised you and was equally divided when you received your personal credit from the joint account.

Item Household Effects

On the 16th of July, 1942 there was removed from 229 Powell St., 26 cases of Household effects and two trunks to our warehouse. The Household effects were subsequently sold at public auction on May 9th, 1944 for a net amount of \$39.50, and these proceeds were credited to MATSUMIYA's personal account. However we are holding this amount, and are writing to him questioning whether we should credit him or credit you and him with these proceeds. This you may answer so that the credit will be made satisfactory to both of you. We forwarded to him an extra copy of the Accounts Sales in case he wishes to discuss the ownership with you. The two trunks are still in the warehouse, but owing to the congested state of the contents, our Warehouseman was unable to locate them.

Re:- Safe to which you refer. This is the first reference we have had of a safe and we do not locate such as having come into our custody. We have taken the matter up with Messrs. Pemberton Realty Corporation Ltd. and have been advised that they cannot find any record of a safe being at 229 Powell St., when they made a list of the items at that time.

Re:- Store Fixtures

We enclose to you herewith copy of Accounts Sales Nos. 1 & 33 which shows the amount realized from these. The net amounts have been credited to Account No. 10242 under MATSUMIYA & NOSE LTD. In addition to these items were a desk and two display tables which were declared of "no value" by the Inspector.

Re: Cash Register

This was sold and the sale price of \$100.00 was credited to your joint account with MATSUMIYA February 25th, 1943 as shown on statement previously supplied to you.

The other two letters above referred to are either answered in the foregoing part of this letter or direct to Mr. MATSUMIYA.

Mr. Seibachi ROSE - cont'd

Re:- Household Effects at 2761 Triumh Street

In your declaration of May 6th, 1942 you stated that these would be sold either by Public Auction or private sale before evacuation. As the file does not show just what happened to these please advise.

We are forwarding a copy of this letter to Mr. MATSUMIYA as suggested by you and for such information as it may contain for him.

If there be anything else about which you desire information we shall be glad to hear from you and furnish such details as we may be able.

Yours truly,

BRD/DD.
Encls. 2.
cc to Mr. Matsumiya

B.R. Dusenbury,
Administration Department.

September 19, 1945.

MEMORANDUM.

Re: Seihachi NOSE.

Seihachi Nose declared his property on May 6, 1942, indicating the following real property -

229 Powell St., (11/4/196) Business ^{neal} property. To be left in the hands of Pemberton & Sons. and 2761 Triumph Street, (15/22/THSL/309A) Dwelling. House in the process of sale to Mr. Dahl.

Nose declared that Masuo Matsumiya owned a one-half interest in 229 Powell Street.

He declared household furnishings which would be sold prior to evacuation. He declared \$600.00 in miscellaneous bills receivable. He declared Victory Bonds held in a safety deposit box, Bank of Commerce, Vancouver. He declared \$10,000.00 on deposit Bank of Commerce, Vancouver. He declared two life insurance policies totalling \$1000.00 for the benefit of his wife Misayo. He declared no debts.

Letter Pemberton's June 22, 1942 states the following articles left by Nose at 229 Powell Street to be sold at stated prices. If not that these goods should be stored.

- 2 8' show cases \$40.00 each.
- 1 cash register \$100.00
- 1 office desk \$10.00
- 2 display tables \$5.00 each
- 1 Duo Therm heater \$55.00.

These articles are apparently assets of the firm of Matsumiya & Nose Ltd. Some of these were sold at auction on Sept. 15, 1943, some abandoned as having no sale value according to Mr. Spain. The cash register as far as the file indicates is still stored with Crane & Co. according to reference dated Jan. 21, 1942.

The dwelling at Triumph Street was sold to Ragna Alberta Dahl on May 25, 1942 for the sum of \$3500.00 payable \$1500.00 cash and the balance at 6% from June 1, 1942 payable by monthly payments \$40.00 each to Pemberton Realty Co. who have deposited same in the Bank of Nova Scotia for the credit of Nose.

The file of Matsumiya & Nose Ltd., No. 10242, indicates that Nose owns 90 shares in that company.

(over)

Catalogue No. 181
 Files Nos. 7833 & 9760
 229-31 Powell Street
 11/4/196

February 14, 1945.

CHOW WING CHEE AND MAY KWAN CHOW
 (purchasers)

In account with The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As at October 19, 1944)

	DEBIT	CREDIT
Purchase price	\$5,000.00	
Cheques received		\$5,000.00
Allowance fire damage to awning		30.00
<u>Amount of rent collected</u>		
Coy - Oct. 19th to Nov. 10th - 22/30 x \$33.25		24.38
November 11th to December 10th		33.25
Taylor - Oct. 19th to Nov. 14th - 26/30 x \$14.25		12.35
November 15th to December 14th		14.25
Hennes - Oct. 19th to Oct. 31st - 12/31 x \$28.50		11.00
November 1st to November 30th		28.50
Registration fees on deed - \$5,000.00	14.50	
Insurance premium - 35.15 x \$51.75	18.16	
Insurance premium - 97.95 x \$69.00	67.55	
Insurance premium - 35.15 x \$51.75	18.16	
Insurance premium - 95 x \$39.85	37.86	
Purchaser's proportion of 1944 taxes -		
73/365 x \$258.65	51.73	
Water - Oct. 19th to Nov. 4th - 16 days @		
27-73/100¢ a day	4.47	
Balance owing by purchaser		\$8.67
	<u>\$5,212.43</u>	<u>\$5,212.43</u>

BALANCE OWING BY PURCHASER

\$8.67

C O P Y for File 7833

Selhachi NOSE
Masuo MATSUMIYA

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944 February 25	Balance as per statement sent	\$	\$ 663.74	
June 27	Taxes	258.65		
August 16	Plate Glass Insurance premium	39.85		
September 6	Alliance Insurance premium	69.00		
September 23	Rents collected - 7 months @ \$80.00 Disbursements	238.83	560.00	
October 19	Balance rents to date (nett) Plumbing repairs Water to 4th November	1.25 33.60		28.24
	Credit re Sale of Property		4.933.93	
December 15	Funds deposited with Pembertons by S. Nose		200.00	
		\$ 641.18	6,385.91	

Cr. \$5,744.73

R.P. 8

7833

March 9, 1945

Mr. Seihachi NOSE,
Reg. No. 07242,
5325 Victoria Ave., Apt. 2,
Montreal, P. Q.

Dear Sir:

Re: Catalogue No. 181,
229-31 Powell Street
11/4/196.

Please be informed that the above property has been sold as of October 19, 1944 for the sum of \$5,000.00. An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

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

The net result of this sale appears on an attached statement, and the proceeds have been credited to your joint account. We are also enclosing a general statement of this account up to date, which includes the net figure to which reference has already been made.

We propose to divide the proceeds of the sale of this property equally between you and Masuo MATSUMIYA. If you have any objection to this, will you kindly advise us.

In regard to the \$200.00 deposited with Pemberton's by you, will you please inform us if this belongs to you personally or is a part of the joint account. *joint ac*

As 26 cases of household effects and two trunks were removed to central storage, this leaves nothing in the building at 229-31 Powell Street. Will you kindly confirm this.

Yours truly,

G. D. Wilson
Administration Department

GDM/GH
Enc.

c.c. B. C. Security Commission.

ESTABLISHED 1887

Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

418 HOWE STREET
VANCOUVER, CANADA
October 3, 1944.

R.P.6

Rec'd	OCT 3 1944
File No	9760/7833
Referred	Peters

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
VANCOUVER, B. C.

Catalogue #181,
229-31 Powell Street.

Dear Sirs:

We have to-day received an offer of \$5,000 on the above property.

Kindly advise us.

Yours very truly,

PEMBERTON REALTY CORPORATION LIMITED.

W. G. Moore

W. G. Moore.

WGM-JM

accept

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Nose Seohachi File No. 7833
Reg. No.

Company New York Life Agency

Policy No. 9 380 776 A2

Premium - \$ 54.66

Payable: Annually. Semi-annually or monthly

Month Feb. Day 23

REMARKS:

Letter sent 7/9/43

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Seihachi Nose

File No. 7833

3531 *Lorne Ave.*
Montreal Que.

Reg. No. *87242*

Company Manufacturers Life Ins. Co.

Agency Montreal

Policy No. 426,350

Premium - \$ 51.80

Payable: Annually, Semi-annually or monthly

Month March

Day 1st

REMARKS:

Letter sent 7/9/03

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE
(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

Montreal, P.Q.,
June 9th, 1948.

IN THE MATTER OF THE CLAIM OF
SEINACHI NOSE.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq., appearing for the
Dominion Government.

ROGER GUINET, Esq., K.C., appearing for the
Claimant.

A. WATSON, Esq., Secretary.
D.J. HANDFORD, Esq., Official Interpreter.
A.G. VEITCH, Esq., C.S.R., Official Reporter.

2
Discussion.
S. Nose,
In Chief.

SHIMACHI NOSE, the claimant herein, being
first duly sworn, testified as
follows:

MR. QUINCY: My lord, in this case the original claim
was for a half interest in real estate, the half
interest being in the amount of \$1,076.82. This
claim has been amended.

THE COMMISSIONER: Who has the other half interest?

MR. QUINCY: The other half interest belongs to one
Masuo Matsunuma, which we abandoned. He was not
resident in Canada when the Order-in-Council was
passed.

THE COMMISSIONER: All right. That clears it up.

Mr. Secretary, referring to Claim No. 22 on
the Montreal list, which was endorsed as abandoned
yesterday, would you please endorse on the claim
form that the abandonment was due to the fact that
the claimant was not resident in Canada at the
date of the Order-in-Council and had returned to
Japan.

MR. QUINCY: I take it the relevant date is July 18,
1947 and not the date of the amendment.

THE COMMISSIONER: No. It is the date of the original
Order-in-Council.

MR. QUINCY: The original claim is amended to read
half interest of a balance of \$3,000.00 instead
of half interest of a balance of \$2,153.64.

THE COMMISSIONER: How does that arise?

MR. QUINCY: The original estimated value as given by
the claimant was \$6,839.64 less \$4,736.00 received
from the Custodian. The amended estimated value---

THE COMMISSIONER: Who received it?

H. Nose,
Discussion,
In Chief.

MR. QUINCY: I believe it was received by Mr. Nose.

THE WITNESS: And my partner received half of it.

THE COMMISSIONER: The man who subsequently returned to Japan?

MR. QUINCY: Yes. We are making a gross claim and we are dividing it in half. Instead of giving the result of the division, we are giving the claim originally, we are making a claim for \$8000.00—

10 THE COMMISSIONER: You are way ahead of me now. You will have to explain that. The claim as made was \$6,889.64.

MR. QUINCY: Yes, the claim as made was \$6,889.64, the amount credited \$4,736.00, leaving a net balance of \$2,153.64, of which Mr. Nose's claim is for a share of 50%, namely \$1,076.82. That is the original claim. The claim as amended is for an estimated value of \$8000.00 less \$5000.00 credited by the Custodian, leaving a net claim of \$3000.00 of which Mr. Nose is claiming half, or claiming \$1,500.00.

20 THE COMMISSIONER: Is it not a little late to come along with an increased valuation?

MR. QUINCY: There is an explanation attached to the claim.

THE COMMISSIONER: I will want to hear the explanation. This claimant has, under oath, declared that a certain amount was what he believed to be the value of this property as of the year 1947. How does he justify a substantial increase in valuation eight months later?

S. Hesse,
Discussion,
In Chief.

MR. QUINCY: Originally, I am instructed, Mr. Hesse
thought he could only claim the cost price of
the house, that is, \$5,000.00 together with the
improvements, that is, \$885.00, plus \$843.56,
arriving at approximately \$6,889.64, whereas
naturally the estimated value had some relationship
with the cost price but could be higher than the
cost price. That is the reason why the claimant
now makes a move to amend. It will be seen
10 that the assessment in 1943 for the land was
\$3,920.00, for the improvements \$3,200.00, making
a total of \$7,120.00; so the claim, as originally
filed, would be lower than the assessment, which
does not seem sensible.

THE COMMISSIONER: No. The assessment was \$3,000.00 old
and the claim was for \$6,800.00.

MR. QUINCY: The assessment according to the claim was
\$3,920.00, plus \$3,200.00, making a grand total
of \$7,120.00.

20 THE COMMISSIONER: I do not look with favour on after-
thoughts in regard to valuation of real estate.

Q Mr. Hesse, when did you consult at the time you
prepared and filed this claim in the fall of 1947?

A I did not consult anybody but I understood
according to the New Canadian Japanese publication
I should claim the cost. After my consultation
with Mr. Boyer and Mr. Quincy, I understand that
I can put in the fair market value.

MR. QUINCY: Schedule No. 4 (c) attached to the
30 original claim explains how the original claim

5
S. Rose,
In Chief.
Discussion.

was arrived at and the original valuation of the estimated value. Schedule 4 shows that on August 25, 1941, the purchase price was \$5000.00. Then, capital expenditures, together with allowance for completion of alterations deducted from rentals as per lease, amounted to a grand total of \$1,889.64, making a grand total estimated value of \$6,889.64 as given in the original claim. It appears from the original claim that that claim was sworn to before a Commissioner of the Superior Court, Mr. Boyer, who happens to be the bailiff, and I am quite sure he was not consulted on that. I remember Mr. Rose having come to the office but at that particular date in November, I was busily engaged in a long, protracted trial at St. Gerome, outside of the district, and I did not have an opportunity of discussing that with Mr. Rose.

19
20 THE COMMISSIONER: I observe the claim is based on original cost, plus cost of various alterations.

I will allow you to amend.

MR. QUINCY: Thank you, my lord.

THE COMMISSIONER: What are the details of the amendment? Instead of a total —

MR. QUINCY: —of \$6,889.64, the estimated value would now be \$8000.00. Instead of a credit of \$4,763.00 the credit is \$5,000.00 leaving a net claim of \$3,000.00, of which the claimant is entitled to 50%.

30

6
B. Rose,
In Chief,
Discussion.

With respect to the personal chattels there is a slight amendment; Instead of \$212.50 it is \$218.50, or \$6.00 added.

THE COMMISSIONER: That is as appears in the endorsement.

MR. GUINET: Yes. There was a mistake made in the original claim, because in the original claim personal property was valued at \$218.50 but the list attached mentioned a total of \$212.50 at the back of the original form.

THE COMMISSIONER: It does not on mine. Perhaps your copy is different from mine.

MR. GUINET: My copy shows \$212.10.

THE COMMISSIONER: All right.

DIRECT EXAMINATION BY MR. GUINET:

Q I understand you are the claimant?

A Yes, sir.

Q Will you take communication of a real estate claim, with valuation statement attached thereto?

A Yes.

Q Bearing your signature? A: Yes.

Q Identify these documents and your signature and file this claim as Exhibit 1.

A Yes.

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

Q Will you take communication of a personal chattels claim for \$218.50, identify your signature and the claim, and file the claim as Exhibit 2?

A Yes.

(PARTICULARS, PERSONAL CHATTELS, MARKED
EXHIBIT NO. 2).

MR. QUINCY: Would my friend tender the analysis of
personal property claim, which will be filed as
Exhibit 3?

MR. HUNTER: I tender the analysis of personal property
claim as Exhibit 3.

(ANALYSIS OF PERSONAL PROPERTY CLAIM MARKED
EXHIBIT NO. 3).

10 MR. QUINCY: As well as the real property summary for
the claim, dated April 6th, 1948, which can be
filed as Exhibit 4?

MR. HUNTER: As requested, I tender the real property
summary as Exhibit 4.

(REAL PROPERTY SUMMARY MARKED EXHIBIT NO. 4).

MR. QUINCY: That is all, my lord.

MR. HUNTER: It is submitted, my lord, that the real
property was sold for its fair market value.

20 It is submitted that the personal property
was not reported until 1946 and that accordingly
the property which was not found should not be
considered within the terms of reference. Know-
ledge of the same was deliberately withheld by
the claimant.

THE COMMISSIONER: There was some personal property sold?

MR. HUNTER: A very small amount. I do not think it
is included in that which is claimed. Is it?

MR. QUINCY: No.

30 MR. HUNTER: There was the electric stove and the

6
S. Ross,
In Chief.
Discussion.

With respect to the personal chattels there is a slight amendment; Instead of \$212.50 it is \$218.50, or \$6.00 added.

THE COMMISSIONER: That is as appears in the endorsement.

10 MR. QUINCY: Yes. There was a mistake made in the original claim, because in the original claim personal property was valued at \$218.50 but the list attached mentioned a total of \$212.50 at the back of the original form.

THE COMMISSIONER: It does not on mine. Perhaps your copy is different from mine.

MR. QUINCY: My copy shows \$212.10.

THE COMMISSIONER: All right.

DIRECT EXAMINATION BY MR. QUINCY:

Q I understand you are the claimant?

A Yes, sir.

20 Q Will you take communication of a real estate claim, with valuation statement attached thereto?

A Yes.

Q Bearing your signature? At Yes.

Q Identify these documents and your signature and file this claim as Exhibit 1.

A Yes.

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

30 Q Will you take communication of a personal chattels claim for \$218.50, identify your signature and the claim, and file the claim as Exhibit 2?

A Yes.

(PARTICULARS, PERSONAL CHATTELS, MARKED
EXHIBIT NO. 2).

MR. QUINET: Would my friend tender the analysis of
personal property claim, which will be filed as
Exhibit 3?

MR. HUNTER: I tender the analysis of personal property
claim as Exhibit 3.

(ANALYSIS OF PERSONAL PROPERTY CLAIM MARKED
EXHIBIT NO. 3).

10 MR. QUINET: As well as the real property summary for
the claim, dated April 6th, 1948, which can be
filed as Exhibit 4?

MR. HUNTER: As requested, I tender the real property
summary as Exhibit 4.

(REAL PROPERTY SUMMARY MARKED EXHIBIT NO. 4).

MR. QUINET: That is all, my lord.

MR. HUNTER: It is submitted, my lord, that the real
property was sold for its fair market value.

20 It is submitted that the personal property
was not reported until 1946 and that accordingly
the property which was not found should not be
considered within the terms of reference. Know-
ledge of the same was deliberately withheld by
the claimant.

THE COMMISSIONER: There was some personal property sold?

MR. HUNTER: A very small amount. I do not think it
is included in that which is claimed. Is it?

MR. QUINET: No.

30 MR. HUNTER: There was the electric stove and the

electric fire place. I do not think claim is made for that. It says claim was made for chattels listed in column 3 on the analysis for personal property. The stove and the fireplace are listed in column 3 on the analysis. Whether that means they are claiming on the stove --

MR. QUINCY: It should be valued at \$218.50.

MR. HUNTER: That is, the full amount of your claim is \$218.50?

MR. QUINCY: Yes.

10 MR. HUNTER: In other words, the stove and electric fireplace are not included in those items for which claim is made?

THE COMMISSIONER: Yes.

MR. HUNTER: I would tender the appraisal of Messrs. Loewen & Harvey Ltd., dated June 15, 1944. The property is appraised at \$5000.00. The appraisal is somewhat detailed.

(APPRAISAL, LOEWEN & HARVEY LTD., JUNE 15, 1944, MARKED EXHIBIT NO. 5).

20

CROSS-EXAMINATION BY MR. HUNTER:

Q Is that a photograph of your property at 229-31 Powell Street? A: Yes, sir.

MR. HUNTER: I tender a photograph taken April 8th, 1943, of the property at 229-31 Powell Street, Vancouver, which has been identified by the witness, as Exhibit 6.

(PHOTOGRAPH, CLEMAN'S PROPERTY, MARKED EXHIBIT NO. 6).

THE COMMISSIONER: Q: On what corner of Powell Street
30 is this property? A: It is on

the main corner near Main Street.

Q It is between Gore and Main? At Yes.

MR. QUINCY: Your Lordship will have particulars in
the real property summary of the sale price.

THE COMMISSIONER: Yes.

MR. HUNTER: Q: Is that your signature on that J.P.
form? At Yes.

Q This J.P. form was made out according to your
instructions? At Yes.

10 MR. HUNTER: I file the J.P. form as Exhibit 7.
(J.P. FORM MARKED EXHIBIT NO. 7).

Q Is that your letter? At Yes, sir.

Q And that is your signature on that letter?

A Yes, sir.

Q Dated February 11, 1946? At Yes.

Q And was that attached to the letter at the time
you sent it? At Yes.

Q This list, inventory of personal property?

A Yes, sir.

20 MR. HUNTER: It is a letter dated February 11, 1946,
from the claimant to Mr. B.R. Dusenbury, the
Custodian's office, enclosing an inventory of his
personal property.

I tender that as Exhibit 8.

(LETTER, CLAIMANT TO CUSTODIAN, AND INVEN-
TORY, MARKED EXHIBIT NO. 8).

Q Where was that personal property kept?

A It was stored in the locker room in the business
premises.

30 Q Did you advise the Custodian that it had been

S. Hoss,
Cross-Exam.

stored there? At Not until the store was sold. I was going to make a declaration at the time of departure but all of a sudden I had to move to Cornwall at the instructions of the Security Commission. At Cornwall there was no house to be rented and I had to go to a hotel. At the last minute I put the furniture into the ---

Q When did you first go to Cornwall?

A I think about June 7th, 1942.

10 Q June 7th, 1942? A Yes, sir.

Q And you never at any time after that made an effort to notify the Custodian? A No. I think I have a letter here from Pemberton to the effect that everything is in ordered condition.

Q You never disclosed these items to the Custodian?

A No, sir.

Q What was the position of Pemberton Realty Corporation?

A They were my agents. They were looking after the entire property.

20 Q They were looking after the entire property?

A Yes.

Q Were they supposed to be looking after all your showcases and stuff? A Yes, even the showcases, too, which I am not claiming for.

Q What about your personal things? Were they supposed to be looking after those, too?

A Yes. I have a letter here to that effect, too.

MR. HUNTER: In that event it is submitted, my lord, these chattels were left under the custody, control or management of some person other than the

S. Hess,
Cross-Exam.

Custodian appointed by the owner and that accordingly only those chattels which came under the custody, control or management of the Custodian are within the terms of reference.

THE WITNESS: May I raise a point, if I can?

THE COMMISSIONER: Yes.

THE WITNESS: That the Custodian moved all the chattels from my premises when they sold the store so, therefore, it came into the hands of the Custodian, although I did not make a report to the Custodian previously.

10

MR. HUNTER: At the time this property was sold the Custodian had no knowledge these things were in there. It was upon receipt of the claimant's letter that they went back, asked the new owner whether they could go into the premises. They discovered that there was a locked room in the premises and at that time these chattels were removed and everything which was removed was either shipped or sold.

20 THE COMMISSIONER: That, again, is information which is furnished to me as such and which is subject to later proof.

When did the sale of the real property take place?

MR. HUNTER: I have not the date. It is on the real property summary filed.

THE COMMISSIONER: Yes. I have it here; apparently sold as of October 19, 1944, but there had been tenants in the premises in the interval between

30

2

S. Nese
Discussion.

evacuation and the date of sale.

MR. HUNTER: Q: Is this your letter?

A: Yes. That is my signature.

MR. HUNTER: This is a letter dated December 31, 1945, from the Custodian, which he has acknowledged.

In the third paragraph it says:

"The household effects and the safe of Matsunaga & Nese Ltd. are the ones stored in special locker built underneath the Mezzanine floor of the store, 323 Powell St., and they were still there intact on March 18th 1945 according to the letter received from Messrs. Pemberton Realty Corporation, a facsimile copy of the letter enclosed herewith for your information."

The letter gives various other information. I tender that as Exhibit No. 9.

(LETTER, CLAIMANT TO CUSTODIAN, DEC. 31, 1945,
MARKED EXHIBIT NO. 9).

20 Q: Did you receive a copy of this letter?

A: Yes, sir.

Q: You received the original. That is a copy.

A: Yes, sir.

MR. HUNTER: A letter dated February 4, 1946, which reads as follows:

"Dear Sir:

We received your letter of the 31st December last and have noted the contents.

Re: Household effects and Safe.

The discovery of these was given special attention on receipt of your letter. Pember-

10 "ten's, Mr. Hall and Mr. Sims were contacted and while they were willing to assist, no information of importance was obtained from them. Our representative went to 229 Powell Street and found the building unoccupied. After some inquiry and delay he found the new owner and was allowed access to the building to look for the locked room, to which you referred. Such a room was located and the contents of same, including the Safe, were removed to our warehouse at 504 E. Cordova Street. Among other things these contents consisted of boxes, cartons, packages, etc., some of which were labelled with the following names:- S. Tanawa, S. Tanawa, C. Nishimura, I. Nishimura, Morino, S. Furukawa, Mrs. Eui Yano.

20 "To enable us to segregate all of the chattels removed, we shall require you to supply the following important information:-

- 20
1. List of all articles belonging to each of the above named persons, together with the full name, former address, Police registration number, and any other information necessary for us to identify them.
 2. List of all articles belonging to you personally.
 3. List of all articles belonging to MATSUMIYA & NOSE LTD.
 - 30 4. List of all articles belonging to any one

"else other than the foregoing.

"As you seem to be of a critical mind, perhaps you are methodical too, and will be able to forward these lists by return.

"It is the expectation that these chattels will go to auction sale in the near future. Unless advised to the contrary everything will then be sold. If you will let us have the combination and key to the safe we shall remove any private books, papers or personal articles and store them away to hold pending your instructions regarding them."

10 It was from that letter I was giving you the information I formerly gave. Of course, that will have to be proven by the witnesses. The original is in my friend's file and was obviously received.

THE COMMISSIONER: Very good.

(LETTER, Custodian to CLAIMANT, FEB. 4, 1946, MARKED EXHIBIT NO. 10).

MR. HUNTER: There are no further questions.

20 THE COMMISSIONER: Any re-examination?

MR. QUINN: Yes. In order to complete the record, May I quote excerpts from a letter which was sent by Mr. Nose to Mr. Dusenbury on February 11, 1946, in reply to a letter of February 4.

"Dear Mr. Dusenbury:

I am very pleased to be informed by yours of Feb. 4th that you have at last located the Household effects and safe I have been enquiring.

S. Nono,
Discussion.

"If I had any complaints in connections with the matter, I have nothing against yourself whatever, rather I am thankful with the manner you have been handling our affairs since you took over. Prior to your taking over, at least more than two persons changed hands and we did not receive much attention to our correspondence. I wish to take this opportunity of thanking you for the prompt and efficient manner you have been giving to our affairs, and hope to receive your continued assistance in future.

The packages for the following persons, please forward as follow:

1. S. Tanaka	to Mr. Masuo Matsuniya,	Grand Forks,
		B.C.
S. Tanaka	"	"
G. Nishimura	"	"
I. Nishimura	"	"
S. Furukawa	"	"
Morino	"	"

I knew the above persons well, but since the evacuation I have not communicated with and do not know whereabouts at present. They are more intimate friends of Mr. Matsuniya and I would ask you to forward to Mr. Matsuniya at Grand Forks, B.C. I am asking Mr. Matsuniya to give you more information if necessary. However, since these persons left the packages in our trust I think it is quite in order for you to forward to care of Matsuniya and you would not be responsible for after that.

S. Nose,
Discussion.

"Mrs. Eui Yano (Wife of Mr. Takes Yano) present address is New Denver, B.C. Please forward to her at New Denver. I have already written to her about the matter.

2. As to articles belong to myself, please see the separate list attached.

3. Articles belong to Matsumiya & Nose Ltd. are:

One safe and all its contents,

Old accounting books of the business, not packed (in loose.) Please destroy them or send to Matsumiya.

A large quantity of printed price pin tickets,

if you can sell them please do so, otherwise dispose of them best way you can.

4. As far as I know, there are no other articles of any other persons. Any articles not mentioned in above belong to S. Nose, myself.

Re the safes I mislocated at present the combination and the key to the safe. There is not much of valuable articles in the safe except some records. I would ask you to remove the safe to Opone Storage Co's warehouse as it seems that you are anxious to dispose of the matter as soon as possible. I will arrange to pay for the storage. Also in the meantime I will try to locate the combination and key going through my trunks. However I expect to visit Vancouver this summer when I will personally attend to the disposal of the safe.

All other articles are my own, and for that please refer to the separate list enclosed herein."

S. Ness,
Discussion.

which I would like to be permitted to file. My friend has the original.

MR. HUNTER: I thought it was already filed.

THE COMMISSIONER: I think not.

MR. HUNTER: Or, was it January 11?

MR. QUINCY: It is February 11.

MR. HUNTER: No, I am sorry.

MR. QUINCY: So, I will tender this copy of the original letter as an exhibit.

18 MR. If my friend has the original I would ask him to identify it.

MR. HUNTER: I do not seem to have it.

THE COMMISSIONER: Probably he can identify the copy.

MR. QUINCY: Will you take communication of copy of a letter dated at Montreal, February 11, 1946, and say whether you sent the original to Mr. Dusenbury of the Office of the Custodian?

A Yes, I did.

Q Will you file this copy as a true copy of the original as Exhibit 11? At Yes.

20

(LETTER, CLAIMANT TO CUSTODIAN, FEB. 11, 1946, MARKED EXHIBIT NO. 11).

Q As a matter of fact, is there not a third page to this, concerning Question No. 2, articles belonging to S. Ness? At Pardon?

Q Is there a third page to that letter?

A I do not think so. I thought there were only two pages.

Q The former letter I showed you---

A I do not quite remember, though.

30 Q ---has two pages. There is a copy of an original

S. Ness,
Discussion.
Re-Direct Exam.

mentioning Question No. 2, articles belonging to S. Ness. Would that be related to the letter filed as Exhibit 11? A: I do not quite get your explanation. There should be a third page to this letter?

Q Yes. A: I do not think so.

Q I just wanted to know.

Now, about the Loewen & Harvey valuation of June 15, 1944, which has been filed by my friend, it is said that the fair valuation as of February, 1944, would be \$5000.00. Do you think this was a fair valuation at the date you left?

A No, sir, I do not think so.

Q Do you think \$5000.00 represents a fair valuation?

A Yes.

Q You have in your memorandum attached to your claim given the reasons why you had paid only \$5000.00?

A Yes.

Q And I understand that it was because the former owner was in a poor state of health, wanted to have cash and decided to sell for \$5000.00?

A Yes.

Q I also understand that he died—

A Soon after we bought it.

Q Soon after having sold the property to you?

A Yes.

Q Now, as to the personal property in the J.P. form you said that complete household furnishings were in your possession at 2761 Triumph Street, is that where you lived?

A: Yes, that is

S. Home,
Re-Direct Exam.

where I lived.

Q And will all be sold either by auction or private sale? A Yes.

Q You are not blaming for those?

A. E. H.

Q Why did you not report the personal property which you are now claiming for? A Well,

10

Large furniture such as I sold from 2761 Triumph Street and those things which I stored in the store locker room are the ones I was going to bring to Cornwall with me. My wife all of sudden had to go to hospital for operation. I did not have time to do the packing. After my wife came home from hospital I thought the Security Commission would give me at least 2 months for convalescence. As soon as I got the permit from the Mayor of Cornwall they ordered me to leave at once. They would not give me an extension so all of a sudden I put those in the store. At Cornwall there was no house provided for me. I had to go to a hotel, so I had to put all those things in the store.

20

Q Do you mean Cornwall, Ontario? A Yes.

Q When you left that property in the basement of your store, did you leave it in the hands of anyone or did you leave it there without giving instructions to anyone?

THE COMMISSIONER: He has already answered that question when it was put by counsel for the Government, saying that he left those goods in the care of his agent, Pemberton.

30

S. Hume,
Re-Direct Exam.

MR. QUINCY: I did not understand him to be so precise.

THE COMMISSIONER: I did.

THE WITNESS: Yes. That is right.

MR. QUINCY: Q: Now, about the photograph which was shown to you and identified by you, did that represent the store as you left it in 1942 or are there any changes between the appearance of the store as you left it in 1942 and the way it appears on the photograph? Do you see any differences which you can readily indicate?

A: Nothing, as far as the structure of the building is concerned, I do not see any difference.

Q: As far as the outward appearance is concerned?

A: Only it is more shabby looking than it was in the condition when I left there.

Q: Is there anything else you wish to add?

A: No, I do not think so. I think that covers everything. I had quite a bit of correspondence. One thing I want to get straight is that I wrote a letter and you must have it in my file. I asked them not to dispose of my household property because I intended coming over to Vancouver and taking care of it, myself.

THE COMMISSIONER: That was a matter of Government order. The Custodian had no power to do other than as he did.

THE WITNESS: Thank you.

MR. QUINCY: Q: Is there anything else you wish to add?

A: I do not think so. About the property valuation, there is a statement in respect of it.

S. Hoss,
Discussion.

MR. QUINCY: I wish to point out and I think my friend will readily admit on or about September 16, 1942, the Custodian wrote Mr. Hoss about the insurance on the property stating that it should be at least \$5000.00 instead of the \$2000.00 which was on it.

THE COMMISSIONER: Yes. I think the summary of real property shows what insurance was carried.

MR. QUINCY: Yes, my lord.

THE COMMISSIONER: That is all, thank you, Mr. Hoss.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

A. G. Veitch

"A. G. VEITCH, C.S.R.,"
OFFICIAL REPORTER.

DEFENCE BRIEF

Montreal,
June 9, 1948

Seihachi NOSE

File No. 7833

Case No. 1375

REAL PROPERTY CLAIM

1. See the first three pages of transcript. The claimant had only a half interest in this real property.

The Commissioner at p.5 line 19 allows the claim to be amended.

The total claim is amended from \$6889.00 to \$8000.00 leaving our claimant with a gross claim of \$4000. on his half interest and a net claim of \$1500.00 being half of a total net claim of \$3000.00.

City of Vancouver, Lot 11, Block 4, District Lot 196, Group 1, New Westminster District, Plan 184.

Registered in the names of the claimant and one Masuo Matsunoya, who returned to Japan before the date of the Order in Council and therefore abandons his half of the claim.

<u>Claim</u>	<u>Appraisal</u>	<u>Sale Price</u>
\$8000.00	\$5000.00	\$5000.00
($x\frac{1}{2}$ = 4000.00)	($x\frac{1}{2}$ = 2500.00)	($x\frac{1}{2}$ = 2500.00)

Witness: Loewen & Harvey
appraised the property.
This will be a question of
value. As to the claimant's
idea of the value. See his
statement which is attached
to Exhibit 1.

PERSONAL PROPERTY CLAIMS

Claim amended from \$212.50 to \$218.50. See page 6 of Transcript.

2. Claim

\$218.50

NOT DECLARED UNTIL 1945 - NOT FOUND

Note Mr. Hunter's submissions on p.20, i.e that the personal property was not reported until 1944 and that in consequence the property which was not found should be considered as outside the terms of reference.

It is stated on page 7 (by both counsel) that none of the property sold is included in the claim.

Now with regard to Mr. Hunter's submission (supra). The claimant says at page 10 that he left the goods in the care of Pemberton's but never told the Custodian. Mr. Hunter then submits agency (p.10 line 28). The claimant then says that the goods did come under the control of the Custodian because he took them away (p.11). Mr. Hunter then states that the only goods taken away were those sold and those shipped and that the Custodian had no knowledge of the rest until the claimant's letter which is Ex. 8.

The Commissioner then says (p.11, line 20) that such a submission is subject to proof.

Now firstly we see that the claimant declared on his J.P. form that his household belongings would be all disposed of by him before evacuation. Therefore, the Custodian had no knowledge of the goods now claimed for until the claimant's letter Ex. 8 brought them to our attention.

Unfortunately, there is no record of what was taken from the locked room at 229 Powell Street where the claimant says his goods were. We do know that there were taken out of that room 26 boxes, 2 trunks and a safe. But those boxes and trunks belonged to Matsumiya and not to Nose.

So we have no record of ever finding Nose's goods. Neither can we support with any concrete evidence Mr. Hunter's submission that all the goods removed were either shipped or sold because Spain, who removed the goods, made no inventory and will not be available as a witness.

It is submitted that we shall have to stand on the proposition that the goods were never declared until 1945 and that they were declared too late to make us responsible, since the claimant has not shown that they ever came under our control.

Summary of Witnesses

Loewen & Harvey

FRS/nw

Where Required

1

Name of Claimant **NOSE, Sadachichi**Case **1373**

Custodian File

7833

<u>REAL PROPERTY</u>										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
2300.00	125.00 6.25									131.25
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award paid to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
			46%	163.50		84.41				
TOTAL RECOMMENDATION										215.66

7833

November 3rd, 1950.

Mr. Seihachi NOBE,
5325 Victoria Ave.,
Montreal, Que.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1375

We have received from the Co-Operative Committee on Japanese Canadians, our form of Release which has been executed by yourself covering the award recommended under the above Claims Commission for the sum of ... \$215.66.

Cheque in your favour is enclosed for \$215.66
and we have paid the Co-Operative Committee .. R11
for legal fees as authorized by you.

Yours truly,

FCS/js
1 encl.

F.G. Shears
Director