

10299

BUREAU POWELL STREET
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO. 10299

To be completed by persons of the Japanese race having no property in any protected area.

NAME: IWATA, Haru (Mrs. Tozo).

HOME ADDRESS: 176 Powell St., Vancouver, B. C. REGISTRATION No. 02947
Now at - 242 Main St., Vancouver, B. C.

SEX: Female AGE: 41 MARRIED? Yes.

OCCUPATION AND EMPLOYER: Housewife.

NAME OF WIFE OR HUSBAND: Tozo. 11458 ADDRESS: Camp at - Red Pass, B.C.

NAMES OF LIVING CHILDREN: Tetsuo (M) 16. ADDRESS: Same. 242. Main St.
Naoyoshi (M) 14. ADDRESS: " Vancouver.
Isao (M) 12. ADDRESS: "
Hiroshi (M) 7. ADDRESS: "

I certify that the above information is true and complete and state that I have no property of any kind whatsoever in any protected area in British Columbia.

Dated this 20th day of June, 1942.

WITNESS: D. M. Chope.

(Signature)

Haru Iwata.

FORM "JP"
BUSINESS

FILE No. 10299

**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: IWATA, Mrs. Haru

HOME ADDRESS: 176 Powell Street

REGISTRATION NUMBER 02957 SEX: Female AGE: 40

OCCUPATION: Rooming house operator - proprietor "Newton Rooms"

176 Powell Street

(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

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Tozo Iwata *11958 No claims on file as 5/4/40*

ADDRESS OF WIFE OR HUSBAND: Red Pass, Alberta

NAMES OF ANY LIVING CHILDREN: Four boys

Tetsuo, Naoyoshi, Isao, Hiroshi

ADDRESS OF CHILDREN: 176 Powell Street

AGE OF CHILDREN: 16, 14, 12, 7

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

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS: None

3. INSURANCE (Give particulars; state where policies are) None

4. TAXES (Amount and where payable) None

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

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

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. --

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. --

9. IF FARM LAND STATE CROPS SOWN --

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION. 176 Powell St.

2. LANDLORD'S NAME AND ADDRESS. Shintoh Shimada, 626 Cassiar Street

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: \$175.00 per month

Paid to June 1/42

4. STATE WHEREABOUTS OF LEASE. No lease

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) Roomers

6. IF FARM LAND, PARTICULARS OF CROPS SOWN. --

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Contents of "Newton Rooms" - being furniture etc., of 70 rooms

as per inventory to come.

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: \$2000.00 - Agent Y. Uchida,
Hobson Christie

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

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

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

8. BANK ACCOUNTS: Closed

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: \$1000.00 to Shinichi Shimada 636 Cassiar Street *settled*

2. TRADE DEBTS: Accounts Current

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 3rd day of June 1942.

(Signature) *H. Iwata*

C. C. M. M. M.
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE April 15/43

Our File No. 10299

Full Name IWATA, Haru (Mrs. Tozo)
(Surname in Block Letters)

Registration No. 02947

Male - Female
(Check)

Age Feb. 4, 1901

Former Address 176 Powell St., Vancouver, B. C.

Date Evacuated Oct. 15/42 Naturalized - Canadian-Born - National
(Check)

Present Address Slocan Extension, B. C.

Married - Single
(Check)

Name of Wife _____

Name of Husband Tozo #02956

nee
Name of Mother (YASUDA) Tsute

Name of Father YAMAMOTO, Wakichi #00498

Names of Children under 16 Tetsuo (M) 11/12/25 Maoyoshi (M) 3/12/27

Isao (M) 8/1/30 Hiroshi (M) 26/9/34

See husband's sheet

Requested by P. Hunter

Registered with Custodian yes
(Yes or No)

Additional Information _____

File No. 10299.

CLAIMS DEPARTMENT

March 15th, 1944.

(Mrs. Tozo) Marn IWATA - Reg. No. 02947

CREDITORS:

H. Y. Louie Co. Ltd. \$117.41
(Woodworth & Woodworth Ltd.)

Admitted, no funds

Advised as to position, no further action

[Signature]
63.10.15

No account as at March 15/44.

/DE

File No 10299

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

Beattie
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

JUN - 3 1942

TELEPHONE
PACIFIC 1357

June 3, 1942.

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

Attention Mr. C. R. Beattie:

Dear Sirs:

Re- Mrs. Haru IWATA,
176 Powell Street,
Vancouver, B. C.,
Registration No. 02956

I am enclosing herewith "JP" Declaration, in duplicate,
made by the above declarant. The circumstances surrounding the
Declaration are as follows:-

This rooming house, "Newton Rooms", is situated on the
premises of a property owned by SHINICHI Shimada, who has declared
this property to your Office and in connection therewith Richards,
Akroyd & Gall have been appointed Agents. Shimada is being evacuated
tomorrow night. This declarant, Mrs. Iwata, owes Shimada \$1000.00.

Mrs. Iwata, in her anxiety to force an early sale of her
business in order to settle up with Shimada, has got herself involved
with several rental agents. She apparently accepted a \$25.00 deposit
from one on his representation that he had an immediate buyer. Evi-
dently all he wished to do was control the sale of the property and
when she received an offer from someone else for a cash sale, he
threatened to sue her if she executed a Deed of Sale not controlled
by himself.

Richards, Akroyd & Gall therefore recommended to her that
she declare her property to the Custodian and in that connection today
asked me to take such Declaration and obtain an immediate appointment
as Agent, in order to get this involved situation cleared up.

Will you, therefore, be good enough to obtain immediate
authority for me to act as Agent of your Office in this connection.

Office of the Custodian, (Continued)

C.
June 3, 1942.

I am, Thanking you in anticipation of your prompt attention,

Yours very truly,

H. D. CAMPBELL.

Per C. M. Mangel

RCM:JM
Encl.

C.
Vancouver, B. C.,
June 3, 1942.

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

Attention Mr. Messenger:

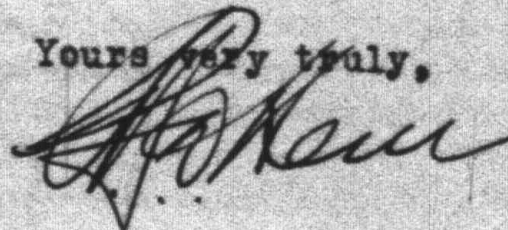
Dear Sir:

Re- "Newton Rooms"
176 Powell Street

I have looked over the above rooming house business which is owned by Mrs. Iwata, and on discussing the matter of buying this business she tells me that the property has been handed over to the Custodian, and that you are the Agent appointed to arrange the sale.

I am prepared to pay \$2300.00, subject to the usual adjustments covering light, gas, water rates, license, etc., to Mrs. Iwata for her rooming house business, subject of course to a satisfactory lease with the owner of the building, which I understand can be arranged.

Yours very truly,



"Bulk Sales Act"
SCHEDULE "A"

STATEMENT AND DECLARATION

Statement showing names and addresses of all creditors of **Mrs. HARU IWATA**

Name of Creditor	Post Office Address	Nature of Indebtedness	Amount	When Due
<u>Shinichi Shimada</u>	636 Cassiar Street	Personal Loan	\$1000.00	Demand
<div style="text-align: center;"> <i>Paid</i> <i>12-6-42</i> <i>15-3-44</i> <i>D</i> </div>				

I, **Mrs. Haru Iwata, 176 Powell Street** of the City of **Vancouver** in the Province of British Columbia **Rooming house operator** do solemnly declare that the above is a true and correct statement of the names and addresses of all **my** creditors, and shows correctly the amount of indebtedness or liability due, owing, payable or accruing due or to become due and payable by **me** to each of said creditors.

[Signature] ~~I am the duly authorized agent of the vendor and have a personal knowledge of the contents hereof declared as~~

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

Declared before me at **Vancouver** in the Province of British Columbia this **3rd** day of **June** A.D. 1942

H. Iwata

[Signature]
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits within British Columbia.

RE - IWATA, Mrs. HARU.

176 Powell Street, Vancouver, B. C. - 02956

YOUR FILE NO. 10299.

1. The business carried on at the premises above mentioned, is that of a rooming house operating under the name "Newton Rooms".
2. Ownership of the business is vested in Mrs. Haru Iwata without restraint or encumbrance.
3. As there was some doubt in my mind as to her ability to convey title the matter has been referred to the Solicitors, Norris & MacLennan who have gone fully into the question of title and reported to me in detail. I am incorporating a copy of their opinion in my report. (See copy of letter attached).
4. The business is carried on, on the top three storeys of a four storey brick building owned by S. Shimada of 636 Cassiar Street.
5. The rent is \$175.00 per month and is paid to the 1st of June.

6. On investigating the circumstances underlying this Declaration of property, which the declarant was endeavouring to sell, I found the following situation:-

Approximately two weeks ago a Mr. E. C. Thompson approached Mrs. Iwata with a view to purchasing her rooming house business. He agreed to pay her \$2400.00 net and tendered her \$25.00 in cash as evidence of good faith, receiving a receipt from her, stating that the \$25.00 was a deposit to become part of the \$2400.00 net to her. Apparently Thompson represented himself as purchasing the business himself and verbally agreed to complete the deal within two days.

After a week had elapsed and nothing further was heard from Thompson, a Mr. Malcolm of J. Malcolm & Son, Real Estate Operators at 326 Rogers Building, contacted Mrs. Iwata and made an offer to her of \$2200.00 net for her business. In view of the fact that Mrs. Iwata thought that the deal with Thompson had fallen through, she was prepared to accept Mr. Malcolm's offer of a lesser amount. Before anything was actually done, Mr. Thompson appeared and advised Mrs. Iwata that he would contest any sale by her to Malcolm on the basis of his deposit accepted by her from him. It was at this time, not knowing what to do, that Mrs. Iwata voluntarily transferred control of the property to the Office of the Custodian by completing a "JP" Declaration.

The following is the picture which I get of what eventuated thereafter.

Thompson, who apparently had no intention of buying the business himself, but was simply endeavouring to control the sale of the business, contacted Mr. Malcolm as the result of which they have got together on the deal and arranged financing, through a finance company, and made a new offer of \$2200.00 net to Mrs. Iwata. This bid, original of which is attached hereto, definitely withdraws Thompson's original offer and incorporates the \$25.00 tendered by him to Mrs. Iwata, as a deposit under this new tender.

It is to be noted that their client is apparently prepared to pay \$2400.00 but that Thompson and Malcolm are subjecting this to \$200.00 commission, making the net to Mrs. Iwata \$2200.00 only. The point of importance here, in view of further developments, is that the original control of the property, however vague, is very definitely

by Thompson

Re- Iwata, Mrs. Haru

cancelled by the withdrawal of this offer effected by the consolidation of Thompson's deposit in the new offer made by Malcolm on behalf of Thompson.

While Thompson and Malcolm were getting together on their offer a Chinese, by the name of Peter Hem, inspected Mrs. Iwata's business and made a firm offer of \$2300.00 net to Mrs. Iwata for the "Newton Rooms". Mrs. Iwata referred both parties to me. On being approached by the two different interests, I told them that in view of the fact that Mr. Thompson was not prepared to go through with his original offer, the only solution was for them to make firm offers to me in writing, stating what they were prepared to pay net to Mrs. Iwata for the business, and that I would then refer these to Mrs. Iwata, obtain her expressed wish as to which she wished to accept, pass these along to your Office together with this request for your decision and instructions.

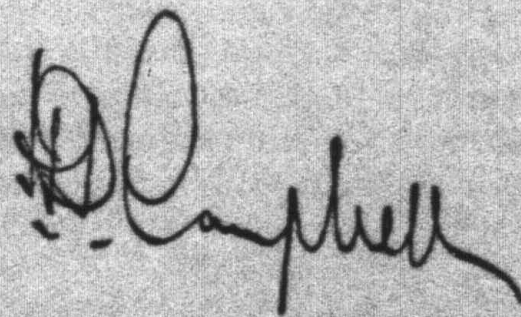
As a result of this I received the two tenders which are attached hereto and on their receipt contacted Mrs. Iwata, and she appeared in my Office this morning with her Sister and Mr. Shimada, the Landlord. He is interested in the sale of the business to the extent that Mrs. Iwata owes \$1000.00 to him as the result of a personal loan, settlement of which amount Mrs. Iwata has instructed me to pay, on her behalf, on receiving the realization of the sale of her business. Both tenders were read by them, fully understood and the matter discussed in detail. Naturally Mrs. Iwata elected to request authority from your Office to effect the sale to the highest bidder, namely Mr. Peter Hem, and requested me to dictate a letter to you, embodying this request, which was done and duly signed by herself and witnessed by her sister. The original of this is attached hereto.

In view of the 48 hour time limit incorporated in the tender from Malcolm on behalf of E. C. Thompson, I am sending this report to you by hand with the request that you deal with the matter immediately in order to afford Mrs. Iwata the protection of the secondary bid in event that for any reason your Office should decide to upset her written request in the matter of purchaser.

RECOMMENDATION:

As Malcolm & Son's tender on behalf of E. C. Thompson, definitely and categorically withdraws Thompson's original offer and any control of the sale of the business, by virtue of the incorporation of the original deposit in the new offer, the situation obviously is open to the highest tender. I have received legal opinion in confirmation of this. As the result of this I make the very definite recommendation that Mrs. Iwata's request, that the sale of the business be executed in favour of Mr. Peter Hem, receive your immediate approval and authority.

(P.S. In event of either offer being accepted, Mr. Shimada, the Landlord, has given definite assurance that a three year lease of the premises can be obtained from him.



June 5, 1942.

C,
Vancouver, B. C.,
June 5, 1942.

Harold D. Campbell, Esq., C.A.,
812 Standard Bank Building,
510 West Hastings Street,
Vancouver, B. C.

Attention Mr. Messenger:

Dear Sir:

Re- "Newton Rooms"
176 Powell Street

After discussing the two offers which you have received for my Rooming House Business at 176 Powell Street, commonly known as the "Newton Rooms", which were specifically a net price to me, from J. Malcolm & Sons, on behalf of E. C. Thompson, of \$2200.00, and second of \$2300.00 net to me from Mr. Peter Hem, I naturally wish to accept the highest offer, namely that of Mr. Peter Hem.

Will you be good enough to immediately request authority from the Office of the Custodian for me to execute the unconditional Bill of Sale for the "Newton Rooms" to Mr. Peter Hem. The condition of sale is all cash subject to the usual adjustments to date of execution of the indenture.

Yours very truly,

Haru Iwata
(Mrs.) Haru Iwata

Sumi Yamasaki
Witness

(Mrs.) Sumi Yamasaki
Sister of Mrs. Iwata.

Horris & MacLennan

Barristers at Law, Solicitors
Notaries Public

C
O
P
Y

June 5th, 1942.

ATTENTION MR. MESSENGER

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

Dear Sir;

Re: S. Shimada and Mrs. H.
Iwata

Mrs. Iwata and Mr. Shimada have interviewed us today in connection with the state of the title to the Newton Rooms. The history of this goes back some years to 1927 when Mr. Shimada originally sold the business to a Mr. Yano. Apparently there was a Bill of Sale drawn in that connection.

Mr. Yano a few months later re-sold to Mr. Shimada. We are informed there was a Bill of Sale in that connection also.

About the year 1930 Mr. Shimada sold the business to a Mrs. Koyanagi. Mrs. Koyanagi defaulted in her payments, we are informed, and at that time Mr. Shimada was in Japan and an arrangement was made whereby Mrs. Koyanagi should transfer and give up all her interest to Mrs. Iwata. This latter

June 5th, 1942.

Harold D. Campbell, Esq.

transaction, we are instructed, was conducted through the legal office of Albert H. Young, 207 West Hastings St., Vancouver. We have been in telephone communication with Mr. Young who advises that he does recall the situation and that Mrs. Koyanagi gave up all her interest to Mrs. Iwata and has no claim in this connection whatsoever. He informed us however, that he did not appear to have any documents and believes that none in fact were drawn because it was a cash transaction and Mrs. Koyanagi was quitting the premises and Mrs. Iwata taking over, so that documents were not deemed necessary. Mrs. Iwata informs us that she paid Mrs. Koyanagi the sum of \$1,700.00. This latter transaction took place in the year 1937 and Mrs. Koyanagi, if she had any claim, would have made it long ago.

Under the circumstances, we do not deem it necessary to obtain any Release from Mrs. Koyanagi or any documents in this connection. We feel that under the circumstances, Mrs. Iwata being in possession can give a valid Bill of Sale even though she had not received one herself.

Mrs. Koyanagi is still in Vancouver and if you consider it necessary, no doubt she could be prevailed upon to execute a Bill of Sale or a document signifying that she had no interest in the Newton Rooms

-3-

June 5th, 1942.

Harold B. Campbell, Esq.

but possibly if she were approached in this matter
it might have the effect of giving her the
impression that perhaps she did have some interest
and causing complications which are not called for.

Yours truly,

NORRIS & MACLENNAN,

Per: 

JAM/WS

J. MALCOLM & SON

WE SPECIALIZE

HOTELS, APARTMENTS, ROOMING HOUSES
BUSINESS OPPORTUNITIES

MARINE 3935

H. J. MALCOLM
RES. NORTH 476Y

REAL ESTATE
INSURANCE

326 ROGERS BUILDING
VANCOUVER, B. C.

June 4th 5 p.m. 1942.

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

Attention Mr. Messenger.

Dear Sir,

Acting on instructions from one E.C. Thompson of Vancouver, we are authorized to submit to you the following offer for all the contents of 176 - Powell Street, Vancouver, B.C., and more commonly known as the "Newton Rooms."

\$2,400 cash.

3 year lease of premises at \$160 per month.

All adjustments to be made as from date of possession.

This offer is good for 48 hours from above date, and our client is prepared to close deal within 48 hours from time of our knowledge of your acceptance of this offer.

Said business to be free of all encumbrance.

The said E. C. Thompson has deposited with us the sum of \$75 as good faith and we understand that he has already given the owners of the said business a further sum of \$25 at a previous date which is to be applied as a further deposit in this offer.

Our commission, namely \$200, to be deducted from the said \$2400.

Trusting we may be favored with the acceptance of this offer at your earliest convenience,

we are,

Yours truly,

J. Malcolm & Son

ED/HM

10299

6th June, 1942.

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

Dear Sir:

Re: Mrs. Haru Iwata
Registration No. 02956.

I wish to thank you for your letter of the 5th inst. with enclosures and note the offers which have been received by Mrs. Iwata for her rooming house at 176 Powell Street.

I observe that in his letter Mr. Hem makes reference to the fact that you are the agent appointed to arrange the sale. This is, of course, not correct and Mr. Hem should be advised accordingly. Your position in this matter is merely that of agent to investigate and report on this particular case for the Custodian and the Custodian assumes no responsibility whatsoever, in so far as this sale is concerned, and the sale was made on the sole responsibility of Mrs. Iwata.

From the material which has been produced there would appear to be no reason, in so far as the Custodian is concerned, to interfere in this transaction, and it will be in order for you to advise Mrs. Iwata and either Mr. Hem or Mr. Thompson, whichever offer she accepts, accordingly.

When the purchase is completed you should see that the \$1,000.00 which is due to Mr. Shimada is paid over to you on our behalf and forwarded to us to be held for Mr. Shimada. At the same time you should obtain from Mr. Shimada written acknowledgment that this is the correct amount owing to him and upon receipt of this it will be in order for you to give Mrs. Iwata a receipt for this amount.

I shall be pleased to have your final report and account in due course.

Yours truly,

C. L. Drewry
Manager

CLD:LF

10299

Vancouver, B. C.

June 9th, 1942.

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

Dear Sir:

Re: Mrs. Haru Iwata

I, the undersigned S. Shimada,
hereby inform you that the sum of \$1,000.00 is due
and owing to me by Mrs. Haru Iwata at the date
hereof and I have no other claim of any nature
whatsoever against the said Mrs. Haru Iwata.

Yours truly,

S. Shimada

Please
file on

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

June 19, 1942.

File No. 10299.

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

Attention Mr. C. L. Drewry:

Dear Sirs:

Re- IWATA, Mrs. Haru
176 Powell Street,
"Newton Rooms",
Vancouver, B. C.,
Registration No. 02956.

Further to my original report and your approval of the
6th of June of the sale by Mrs. Iwata of the above rooming house,
I am enclosing herewith my final report covering the execution
of the sale, and as this closes my file I am enclosing my account
for Professional Services Rendered.

Yours very truly,

H. D. CAMPBELL.

Per. *Comptroller*

RCM:JM
Encl.

RE - IWATA, Mrs. HARU

176 Powell Street, Vancouver, B. C. - 02956

"Newton Rooms"

YOUR FILE NO. 10299

1. On receipt of your advice of the 6th of June, advising me that you had no objection to Mrs. Iwata selling the above rooming-house business, I arranged for the execution of the Deed of Sale Absolute on the 9th day of June and also arranged for the adjustments with regard to taxes, license, room rents, etc., to be made.

2. The sale was duly executed on that date between Mrs. Haru Iwata, the Party of the First Part, and Henley Chee, Jung Bow Sam and Peter Hem, jointly, Parties of the Second Part, on a basic price of \$2300.00. Signed copy of the Deed of Sale is enclosed herewith. The transfer of license had been arranged for on the previous day.

3. The Statement of Adjustments shows a credit in favour of the purchasers of \$127.30 which Debit to Mrs. Iwata, together with her share of the legal expenses of \$14.50, made the net amount of her realization \$2158.20. A copy of the Statement of Adjustments is attached duly signed by Mrs. Iwata that she certifies the items therein to be correct. It will be noted that the biggest item is \$164.05 representing room rents collected by her in advance which is the reason for the considerable credit to the purchasers of \$127.30.

4. I have already sent to you with my previous report, Declaration under the Bulk Sales Act by Mrs. Iwata, showing that she owed Shinichi Shimada a personal loan of \$1000.00. In connection with this I obtained a statement from Shimada, which is enclosed, stating that this is the correct amount owing by her and that he had no other claim against her of any nature whatsoever.

5. In connection with the second paragraph of your letter of the 6th of June, pointing out that there was apparently some misunderstanding as to the position of the Custodian and myself in the matter, I wrote to Mrs. Iwata and to Mr. Hem, prior to the execution of the Indenture, advising them of your attitude in the matter. In the one case advising Mrs. Iwata that you had no objection to the sale of her business to Mr. Hem or to anyone else, and to Mr. Hem advising him that you had no objection to Mrs. Iwata's sale to him and associates, but definitely pointing out that the Custodian guaranteed in no way her title to the business or her right to transfer said title. Copies of these letters are enclosed herewith.

6. In conjunction with the Deed of Sale, a lease of the premises was effected between the purchasers of the business and Mr. Shinichi Shimada, the Landlord, for a monthly rental of \$150.00. Mr. Thornthwaite of Richards, Akroyd & Gall, your Agent in the matter of Shimada's "Declared" property, was present at the execution of this lease. He had obtained the tentative approval of your Office for Shimada's action in so leasing the premises.

7. On the 12th inst. I received from Mr. J. A. MacLennan, Solicitor for the purchasers, a cheque for the net amount coming to Mrs. Iwata, namely \$2158.20 (see statement referred to in No. 5). Immediately on receipt of this I had drawn two cheques, one payable to Mrs. Haru Iwata for \$1158.20 and one for \$1000.00 even, payable to W. W. McPherson, Deputy Custodian. The former cheque, payable to Mrs. Iwata, was delivered to her. The cheque for \$1000.00 is enclosed herewith and is to be credited to the account of Shinichi Shimada and

OK 26/5

C
June 19th, 1942.

Mr. Peter Ham,
5 Canton Alley,
Vancouver, B. C.

Dear Sir:

Re: Newton Rooms
176 Powell Street,
Vancouver, B. C.

This is to advise you that Mrs. Haru Iwata, apparent owner of the above business, has requested permission from the Office of the Custodian to accept your offer of \$2300.00 net to her for the purchase of the above rooming house business. The Office of the Custodian has advised me that they have no objection to her selling the business to you.

They wish me, however, to have it definitely understood that they do not guarantee or make themselves responsible in any way for the validity of her title to the said business. Further, they accept no responsibility regarding her legal right to sell or transfer her apparent ownership of this business.

The Office of the Custodian has brought to my attention the reference in your letter addressed to me in connection with your offer to purchase and I am the Agent appointed to arrange the sale. This is not correct. The arrangement for sale is a matter entirely in Mrs. Iwata's hands, and my position in the affair is simply one of investigation and informant as to what Mrs. Iwata is doing in connection with the disposal of her declared property.

Yours very truly,

H. D. CAMPBELL.

Per: 

Agent for the Office of the Custodian
in this matter.

RCM/E

Vancouver, B. C.,
June 12, 1942.

Harold D. Campbell, Esq., C.A.,
812 Standard Bank Building,
510 West Hastings Street,
Vancouver, B. C.

Attention Mr. Messenger:

Dear Sir:

Re- Sale of "Newton Rooms"
176 Powell Street.

I wish to acknowledge receipt of your letter enclosing your cheque for \$1158.20, payable to myself, in full settlement of the realization from the sale of the above rooming house.

I also acknowledge advice that you have deposited the \$1000.00, making up the balance of the adjusted sale price, with the Office of the Custodian to be credited to the account of Mr. Shinichi Shimada to whom I owe this money, and that your letter may be taken as a legal discharge for this debt.

Yours truly,

Hd. Iwata
(Mrs. Haru Iwata)

C,
June 12, 1942.

Mrs. Hara Iwata,
176 Powell Street,
Vancouver, B. C.

Dear Mrs. Iwata:

Re- Sale of "Newton Rooms"

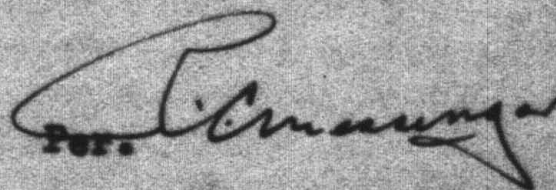
I have today received from Harris & MacLennan their cheque for \$2158.20, being the realization from the sale of your property for \$2500.00 less adjustments agreed to by you. I am accordingly, with consent of the Office of the Custodian, enclosing herewith my cheque payable to yourself for \$1158.20. I am, at the same time, sending a cheque for \$1000.00 to the Office of the Custodian for credit to the account of Mr. Shinichi Shimada to whom you declared you owed this amount and authorized me to settle on your behalf. This letter will therefore serve as your official receipt and discharge of this debt to Mr. Shinichi Shimada.

I am also sending to the Office of the Custodian a duly completed copy of the Deed of Sale to be filed in their records and it will be available for reference purposes at any time.

Kindly acknowledge receipt of my cheque.

Yours very truly,

H. D. CAMPBELL.

Per: 

Agent for the Office of the Custodian.

RCM:JM
Encl.

Statement of adjustments re. sale of Mrs. ~~T.~~ Iwata
to Henley Chee, Jung Bow Sam and Peter Hem of
Newton Rooms, 176 Powell Street, Vancouver, B.C.,
pursuant to Bill of Sale made June 9th, 1942.

Mrs. Iwata

	Dr.	Cr.
By Insurance		\$13.20
To water-rates	\$4.85	
" Electric light	6.15	
" gas charges	8.45	
By License		23.00
By rental June 11 - 14		20.00
To rooms paid in advance	164.05	
By adjustments payable by Mrs. Iwata		127.30
	<u>\$183.50</u>	<u>\$183.50</u>

By purchase price		\$2,300.00
To refund to purchasers on adjustment as above	\$127.30	
To share of legal fees Norris & MacLennan statements June 5th and June 10th	14.50	
To cheque herewith to H.D. Campbell, agent for Custodian of Enemy Property	2,158.20	
	<u>\$2,300.00</u>	<u>\$2,300.00</u>

I, Haru Iwata, otherwise known as Mrs. T. Iwata, hereby
certify that the statement of adjustments herein is true
and correct.

H. Iwata.

C.
June 9th, 1942.

Mrs. Haru Iwata,
176 Powell Street,
Vancouver, B. C.

Dear Madam:

Re: Newton Rooms
176 Powell Street,
Vancouver, B. C.

The offers to purchase the above business received from Mr. Thompson and Mr. Hem together with your request for permission from the Office of the Custodian to accept that of Mr. Hem were duly reported on by me to the Office of the Custodian.

I have to-day received their acknowledgement of these and their advice that they have no objection to your sale of the business either to Mr. Hem or Mr. Thompson and that you may act as you see fit in the matter.

Further to your decision to sell the business to Mr. Hem, I understand you have arranged for the execution of the Deed of Sale this afternoon at the office of Mr. MacLennan, Solicitor. In this connection the Office of the Custodian advises that in view of your declaration under the Bulk Sales Act they are prepared for the realization thereon to be immediately paid over to you less the declared debt of \$1000.00 owing to Mr. Shinichi Shimada. This amount is to be paid to me for remission to the Office of the Custodian to be placed to the credit of Mr. Shimada's account. On receiving a statement from Mr. Shimada that this is the correct and exact amount owed by you to him, I am authorized by the Office of the Custodian to give you a full discharge for the settlement of this debt to Mr. Shimada.

The Custodian requests, as usual, that I make it quite plain that their Office in no way guarantees the validity of your title to the said business, or your legal right to sell or transfer the title to the business.

Yours very truly,

H. D. CAMPBELL,

Per: 

Agent for the Office of the Custodian
in this matter.

RCM/E

C.
June 9, 1942.

J. Malcolm & Son,
326 Rogers Building,
Vancouver, B. C.

Dear Sirs:

Re- "Newton Rooms"
176 Powell Street.

I have to advise you that on receipt of your offer to purchase the above business on behalf of Mr. E. C. Thompson, for \$2200.00 net to Mrs. Iwata, I immediately passed this on to her. She compared this with another firm offer which she had received for a higher amount and made a request to the Office of the Custodian for permission to accept the higher offer.

I have today received from the Office of the Custodian their advice that they have no objection to her sale of the business and that the matter of to whom the sale is made is at her discretion.

She has accordingly executed a Deed of Sale today in favour of this other party and has handed to me the \$25.00 cash incorporated in your offer on behalf of Mr. Thompson, with the request that I return it to you which I am doing herewith as your offer was not acceptable.

Will you be good enough to acknowledge receipt of the enclosed cheque for \$25.00 payable to Mr. E. C. Thompson.

Yours very truly,

H. D. CAMPBELL.

H. D. Campbell
Per *H. D. Campbell*

RCM:JM
Encl.

"A"

C.

This Indenture

made in **triplicate** the **9th** day of **June** in the year
of our Lord one thousand nine hundred and **forty-two**.

BETWEEN

State Full Name
Address and
Occupation.

Handwritten
**HANS IWATA, of 276 Powell Street,
in the City of Vancouver, in the
Province of British Columbia,
Married Woman,**

hereinafter called the "Grantor," of the

First part, and

State Full Name
Address and
Occupation.

**HENLEY CHEN and JUNG BOH SAN, of
232 Pender Street East, in the said
City of Vancouver, Restaurant Proprietors, and
PETER HEN, of 100 East Pender St. in the
said City and Province, Merchant,**

hereinafter called the "Grantee," of

the Second Part.

WHEREAS, the said Grantor is possessed of the goods, chattels and personal effects hereinafter set forth, described and enumerated, and hath contracted and agreed with the said Grantee for the absolute sale to him of the same, for the sum of **Two Thousand, Three Hundred (\$2,300.00) Dollars.**

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement, and in consideration of the sum of

Two Thousand, Three Hundred Dollars (\$2300.00) of lawful money of Canada, now paid by the said Grantee to the said Grantor, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), the said Grantor HATH BARGAINED, sold, assigned, transferred and set over and by these presents DOTH BARGAIN, sell, assign, transfer and set over unto the said Grantee, ALL THOSE the said goods, chattels and personal effects hereinafter

Handwritten
described that is to say: **The rooming-house business formerly carried on by the Grantor at 276 Powell Street, in the City of Vancouver, in the Province of British Columbia, known as the Newton Rooms, and the Goodwill thereof and the right to use the said name, and all the furniture, effects, rugs, linoleum, goods, chattels, appliances and equipment on the said premises.**

all of which said goods, chattels and effects are now in the possession of
the Grantees
and are situate, lying and being in or upon and about
the premises at 276 Powell Street,
City of Vancouver,
in the Province of British Columbia.

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

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

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

AND that the said Grantee shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned goods, chattels and effects and every of them, and every part thereof, to and for his own use and benefit without any manner of hindrance interruption, molestation, claim or demand whatsoever of from or by the said Grantor or any person or persons whomsoever: AND that free and clear, and freely and absolutely released and discharged or otherwise at the cost of the said Grantor, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever:

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

C.

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

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

THE GRANTERS hereby acknowledge that they have inspected and checked the said goods and chattels hereinbefore mentioned and release and discharge the Grantor or her agents or assigns from any claim whatsoever in respect of shortage or damage.

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

Signed, Sealed and Delivered
IN THE PRESENCE OF
Winnifred Soohan
311-604-1st St. Vancouver B.C.
State Full Name
Address and
Occupation.
as to the contents
of all parties.

V. Iwata.
Bridgeth
Young Bow Sam
Peter New

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the witness
Winnifred Soohan
day of June
sworn before me this 9th
A.D. 1942.

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

10299

May 26th, 1944.

Mrs. Haru (Toso) IWATA,
Registration No. 02947,
Slocan Extension, B.C.

Dear Madam:

re: \$117.41 - H. Y. Louis Co. Ltd.

We wrote to you on the 15th of March last relative to the above claim lodged against you with the Custodian. This was apparently incurred when you were operating the Newton Rooms at 176 Powell Street.

We shall be obliged if you will let us have a reply by return mail regarding this claim.

Yours truly,

B. R. Dusenbury,
Claims Department.

ED:DE

10899 ✓
11938
3514

September 29th, 1944

Mr. H. L. Brown,
B. C. Security Commission,
360 Homer Street,
Vancouver, B. C.

Dear Sir:

re: \$117.41 - H.Y. Louie Co. Ltd.
Mr. and Mrs. Toss IWATA

v.

We have on file the above claim lodged against the above named people. We have written to Mrs. IWATA on other occasions but have received no reply. It is our understanding that they were both engaged operating the "Horton Room and Cafe" at 176 Powell Street, Vancouver, B. C. When these businesses were disposed of, apparently this account was overlooked by them and the same remains unpaid. The funds arising from the sale did not pass through this office as the deal was completed before they were evacuated.

We wish to bring this matter to a conclusion and shall, therefore, be obliged if you will co-operate in obtaining a definite reply from them regarding the payment of this account.

Thanking you in advance, we remain,

Yours truly,

B. R. Dusenbury,
Claims Department.

~~RECORDED~~

cust. File No. 10899
11958
3514



OCTOBER 14th, 1944.

Mr. M. L. Brown,
Office Manager,
B. C. Security Commission,
Vancouver, B. C.

Dear Sir:

Re: Claim against Mr. and Mrs. Tozo IWATA
Reg. No. 02956 & 02947.

Your letter under date of October 7th, addressed to Mr. Adams, Supervisor at Slocan, was forwarded to Lemon Creek as the Iwata family live here. A copy of letter addressed to you from Mr. Dusenbury of the Claims Department was enclosed.

As requested in your letter, we have interviewed Mr. Iwata, who states that he handed the business of Newton Rooms and Cafe at 176 Powell Street, Vancouver, B. C., over to another person about a year before evacuation, having no definite documents to show in this regard. The debt was contracted by the person operating the business after Mr. Iwata relinquished it.

However, since there is nothing to show that this was the case, Mr. Iwata says he admits the claim. He is unable to pay same now, as his earnings with the Security Commission are only sufficient to support his family. Is prepared after the war is over and he is in a position to earn a higher wage to pay this claim. In the meantime, I do not think anything can be done except wait until war is over and Mr. Iwata re-established in normal life.

Yours truly,

Helena R. Gutteridge
Helena R. Gutteridge,

Welfare Manager.

HRG:ws

c.c. Mr. B. R. Dusenbury,
Office of the Custodian.

1195E
10299

October 23rd, 1944

Messrs. Woodworth & Woodworth Ltd.,
406-7-8 Randall Building,
535 West Georgia Street,
Vancouver, B. C.

Dear Sirs:

re: Mrs. Tozo IWATA
Reg. No. 02947

With reference to the claim of \$117.41 which you lodged with this office on behalf of your client H.Y. Louis Co. Ltd. We have now heard from Mr. and Mrs. IWATA through the B. C. Security Commission. We are giving below an extract from a letter received from the B. C. Security Commission Welfare Manager on the ground, which is self-explanatory.

"As requested in your letter, we have interviewed Mr. Iwata, who states that he handed the business of Newton Rooms and Cafe at 176 Powell Street, Vancouver, B. C., over to another person about a year before evacuation, having no definite documents to show in this regard. The debt was contracted by the person operating the business after Mr. Iwata relinquished it.

"However, since there is nothing to show that this was the case, Mr. Iwata says he admits the claim. He is unable to pay same now, as his earnings with the Security Commission are only sufficient to support his family. Is prepared after the war is over and he is in a position to earn a higher wage to pay this claim. In the meantime, I do not think anything can be done except wait until war is over and Mr. Iwata re-established in normal life."

As Mr. and Mrs. IWATA have no account with the Custodian, we regret there is nothing further we can do in this matter. Should you wish to communicate with them their address is:-

Mr. and Mrs. Tozo IWATA,
Reg. Nos. 02956 & 02947,
Slocan Extension, B. C.

Yours truly,


AMcA:ND

A. McAllister,
Claims Department.