

10391



PERSONAL

BUREAU POWELL STREET  
OFFICE OF THE CUSTODIAN  
JAPANESE SECTION

FILE No. 10391

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: KISHIMOTO, Baizo  
HOME ADDRESS: 1657 East Hastings St., Vancouver, B. C.  
REGISTRATION NUMBER 09137 SEX: Male AGE: 49  
OCCUPATION: Salesman

(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: West Coast Trading Co. Ltd., 502 E. Hastings, Vanc'r, B.C.

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Uta

ADDRESS OF WIFE OR HUSBAND: 1657 E. Hastings St., Vanc'r, B.C.

NAMES OF ANY LIVING CHILDREN: Toshiko(F); Kiyoko(F); Yeiko(F).

ADDRESS OF CHILDREN: 1657 E. Hastings St., Vanc'r, B.C.

AGE OF CHILDREN: 21; 18; and 14 years respectively.

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



STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 1657 E. Hastings St., Vancouver, B.C.

2. LANDLORD'S NAME AND ADDRESS: Mrs. Vintick, North Vancouver, B.C.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:

\$25.50 paid June 8, 1942.

4. STATE WHEREABOUTS OF LEASE: None

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

None

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

STATEMENT OF PERSONAL PROPERTY OWNED:

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

None

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY

None



4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) \_\_\_\_\_

\$1,950.00 balance on houses sold to Jacob Thomas, (former address

600 Blk. W. 7th Ave., Vanc'r, B.C.)  
N.B. Houses, 754 - 758 W. 6th Ave., Vanc'r, B.C. These were sold to the  
above for \$2,000.00. \$50.00 to be paid 15th of each month to agent,  
P. C. Gibbons & Co. 254 E. Hastings, who will in turn forward to

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) declarant.

1-\$100.00 Victory Bond in owner's possession.

8. BANK ACCOUNTS: #6478 Canadian Bank of Commerce, East end Br.  
Vanc'r, B. C. Amt. \$1,500.00 also Bank of Montreal, Main & Hastings,  
Amt. - \$1,000.00

9. LIFE INSURANCE:  
\$2,000.00 Sun Life Insurance Co. beneficiary-Uta (wife) paid for 18 yrs.  
\$1,000.00 New York Life " " " " " " " " 17 yrs.

Policy Nos. unknown in owner's possession.

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

Declarant does not keep Safety deposit box noted as follows:  
11. SAFETY DEPOSIT BOX 347 Canadian Bank of Commerce E.E. Br. Vanc'r, B.C.

#### 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 3rd day of June 1942.

(Signature) Saizo Kishimoto

[Signature]  
Witness

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



INFORMATION FROM R.C.M.P.

DATE Sept. 14/43

File No. 10391

Name KISHIMOTO, Daiso  
(Surname in Block Letters)

Registration No. 09137

Male - Female  
(Check)

Age Jan. 2, 1893

Former Address 1657 East Hastings St., Vancouver, B. C.

Date Evacuated June 10/42

Naturalized - Canadian-Born - National  
(Check)

RETURNED TO JAPAN  
S. S. GENERAL MEIGS  
2nd AUGUST, 1946

Present Address Grand Forks, B. C.

Married - Single  
(Check)

Name of Wife Horii, Uta #09136

Name of Husband

Name of Mother Dec'd

Name of Father Dec'd

Names of Children under 16 Yelko 29/11/27

Registered by J. Spratt

Registered with Custodian  
(Yes or No)

Additional Information Salesman. Owns car and house on 6th Ave.







711 Stock Exchange Bldg.,  
475 Howe Street,  
Vancouver, B. C.,

Nov. 14/46

Custodian of Enemy Property,  
Royal Bank Building,  
Vancouver, B. C.

TREASURY DEPT. CLAIM \$ *NK*

Dear Sir:

Re: KISHIMOTO, Daizo *10391*  
#09137  
-----

Please note that the above Japanese has  
been repatriated to Japan. The following is the status  
of his account with this Department, covering the  
repatriation transactions:

Money turned in - - - - - \$ 6008.05

Draft Issued- - - - - \$ 6008.05

It will be noted, therefore, that this  
party is not indebted to this Department in this connection.  
However, should any further monies come into your hands on  
this account it should be turned over to this office for  
transmission to the Japanese in question.

Yours truly,

*F. G. Coeurn*  
F. G. COEURN,  
Supervising Treasury Officer.

FOC/EJ.



(Information supplied by Ins. Co.)

LIFE INSURANCE

Name MR. DAIZO KISHIMOTO

File No. 10391

*Grand Foster B.C.*

Reg. No. *09137*

Company Sun Life Insurance Co.

Agency Vancouver

Policy No. 668025

Premium - \$43.30

Payable: <sup>X</sup> Annually, Semi-annually or monthly

Month February

Day 1st

REMARKS: KIYOKO KISHIMOTO

*Corrected  
Jan. 9/45*

*Letter sent 27/8/43*



(Information supplied by Ins. Co.)

LIFE INSURANCE

Name MR. DAIZO KISHIMOTO

*Grand Forks, B.C.*

File No. 10391

Reg. No. 09137

Company Sun Life Insurance Co.,

Agency Vancouver

Policy No. 664657

Premium - \$43.30

Payable: <sup>x</sup> Annually, Semi-annually or monthly

Month December Day 1st

REMARKS: POSHIKO KISHIMOTO

*cash for  
Jan 1/44*

*Letter sent 27/8/43*







| FILE NO.<br>09137                                 | NAME<br>Daizo KISHIMOTO                            | FILE NO.<br>10391 |            |     |      |   |
|---|--|-------------------|------------|-----|------|---|
| COMPANY   | POLICY NO.   | AMOUNT            | EXPIRATION |     |      | PROPERTY  |
|   |  |                   | MONTH      | DAY | YEAR |   |
| Union, Fire, Accident & General Insurance Company | <i>Interest paid released Apr 25/44</i><br>D 24052 | \$500.00          | April      | 27  | 1945 | No. 754 on the south side of West 6th Ave. City of Vancouver, B. C.         |
| Union, Fire, Accident & General Insurance Company | <i>Interest paid released Apr 25/44</i><br>D 24051 | \$200.00          | April      | 27  | 1945 | Rear of No. 756-758 on E. side of West 6th Ave. in city of Vancouver, B. C. |
| Union, Fire Accident & General Insurance Company  | <i>Interest paid released Apr 25/44</i><br>4032619 | \$800.00          | April      | 27  | 1945 | No. 756-758 on E. side of West 6th Ave. in the city of Vancouver, B. C.     |
|   |  |                   |            |     |      |   |
|   |  |                   |            |     |      |   |
|   |  |                   |            |     |      |   |
|   |  |                   |            |     |      |   |
|   |  |                   |            |     |      |   |
|   |  |                   |            |     |      |   |

All interest in Union Fire Accident & General Insurance policies, numbers D24052, D24051 and 4032619, covering the real property at 754-56-58 W. 6th Avenue, Vancouver, was released by the Custodian under date of April 25, 1944, as the property was sold under an Agreement for Sale dated January 27, 1944, between Daizo KISHIMOTO and John Leslie Hober. A return premium of \$13.00 was credited to Daizo KISHIMOTO's account.

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

*E. Robertson*  
E. Robertson.  
July 19, 1946



REAL PROPERTY SUMMARY

JAPANESE NAME: Daiso KISHIMOTO

Reg. No. 09137

File No. 10391.

CATALOGUE NO: Nil.

PROPERTY ADDRESS: 754, 756-758 West 6th Avenue, Vancouver, B. C.

LEGAL DESCRIPTION: Lot 3, Block 298, District Lot 526, Group 1, N.W.D., Plan 590.

TITLE: Registered in the name of Daiso KISHIMOTO.

ENCUMBRANCES: None registered.

There is an Unregistered Lease Option given by Daiso KISHIMOTO to Jacob Thomas dated 27th April, 1942, whereby Thomas is to make monthly payments of \$50.00 per month on account of rent and \$10.00 per month extra towards discharging arrears of Taxes. Purchase Price \$2,000.00.

Vesting Order filed No. 36330, dated June 7th, 1943.

ASSESSED VALUES: Land - \$1050.00

Improvements - \$1800.00 - \$2850.00.

Taxes - \$102.86.

CLASSIFICATION: This property consists of 3 buildings vis., No.758 - a store with rooms above.

No.754 - a 6 roomed house.

No.756 - is a small house at the rear.

These are built on a 50' x 120' Lot against which a By-law applies whereby 7' will be taken off the front to allow for widening 6th Avenue and 10' will be taken off the rear to allow for a lane which will be put through at some later date.

A valuation of this property was made for this office by Pemberton Realty Corporation Limited, on September 15th, 1943, who report as follows:

" 758 is a store with rooms above.

754 is a 6-roomed house.

756 is a small house at the rear.

All of these buildings are very old and in a very dilapidated condition. There is a toilet and sink for each building. All these buildings are lined with lumber and have no plastering or heating facilities.

We would place a value of \$1100 on them."

HISTORY OF

ADMINISTRATION:

Daiso KISHIMOTO on the 27th April, 1942, gave a lease option to Jacob Thomas. The Purchase Price being \$2,000.00. The consideration for the option being \$20.00 paid. This was done without the consent of the Custodian. The purchase price \$2,000.00 was payable \$50.00 cash on or before 9th May 1942, and the balance together with interest at the rate of 5% per annum by monthly payments of \$50.00 a month the first of such monthly payments to become due and payable on the 15th June, 1942, and \$50.00 shall become due and payable on the 15th days of each and every month thereafter in each and every year, together with interest on all deferred payments of principal sums at the aforesaid rate of 5% per annum, payable annually on the 15th days of May in each and every year.



year.

Page 2.

File 10391.

The purchaser also covenants with the vendor that he will pay and discharge the arrears of taxes now owing on the property at the rate of at least \$10.00 per month, commencing June 15th, 1942, and will also keep all future assessments, including water rates paid up.

As soon as the purchaser has paid to the vendor the sum of \$700.00 upon request the vendor will execute and deliver a regular Agreement for Sale and Purchase.

This lease appears to have been made through the office of Messrs. P.C. Gibbens & Co. Ltd., who were to collect the rentals and account for same to Daiso KISHIMOTO. On June 29th, 1942, Messrs. Gibbens notified D. KISHIMOTO that all rents would have to be paid into the office of the Custodian. D. KISHIMOTO confirmed this in his letter of July 4th, 1942. Messrs. Gibbens were to collect the rents and pay them into this office.

Jacob Thomas, after paying the September rent, on November 1st, 1942, seemed to forget that he had any further obligation. On January 22nd, 1943, Messrs. Gibbens wrote to the Custodian as follows:

"The account of M. J. Thomas, purchaser of the property of Mr. Kishimoto is considerably in arrears. We have made several efforts to get this account brought up to date, having written Mr. Thomas, and also contacted him, when we were last in touch with him, he promised definitely to come to our office last Saturday morning, January 16th, but he failed to show up, also he has not contacted us since.

We are bringing this matter to your attention for your consideration, possibly some pressure can be brought on Mr. Thomas, thereby speeding up the payment of these arrears.

Your kind advice in this situation will be much appreciated".

Again, on 3rd February, Gibbens wrote this office as follows:

"We have again contacted Mr. Thomas, purchaser of the property of the above mentioned, he requests that we wait until Saturday the 6th when he will make a very substantial payment on this account. We agreed to this, but gave him to understand this was absolutely the last date."

Then, on February 11th, 1943, Jacob Thomas wrote to this office explaining that the City of Vancouver had served him with a notice that unless the electric wiring was re-installed by a licensed electrician the property would be condemned. As this is rather a long letter going into full details as to what he has had to do to put the property into livable shape, I am attaching a copy of the letter in toto. You will see by this letter that he had been ill for three months and while the rents collected by Thomas amounted to \$74.00 per month, he claims to have expended more than that on fixing the place so that it could be rented.

Jacob Thomas met with an accident at the mill where he was working in February, 1943, and passed away March 1st, 1943, after which Mrs. Thomas, through her lawyer, offered to keep the place on and pay \$25.00 per month. After several interviews between Mrs. Thomas' lawyer, Daiso KISHIMOTO'S lawyer and upon advice of our Solicitors, it was decided that we should divest this property. This was done.

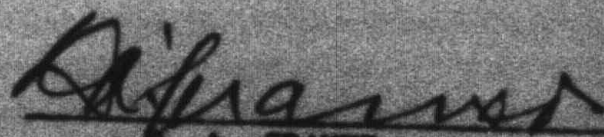


Messrs. Norris & McLennan, Daiso KISHIMOTO'S Solicitors, informed this office that they had informed Mrs. Thomas that she had no right on the premises, and that they had also notified the tenants that they were to make no further payments to Mrs. Thomas. Mrs. Thomas' Solicitor, Mr. Phipps, was notified by our Solicitors, Locke, Lane, Guild & Sheppard, that we had registered the divesting certificate. It was found that Mrs. Thomas was only Jacob Thomas' Common-law wife and that she had no right to compensation and that his lawful widow, Mrs. Tefina Thomas of Barrymore, Alberta, also tried unsuccessfully to obtain compensation. The legal fees paid to our Solicitors in this connection were charged to Daiso KISHIMOTO and paid from credit in his account derived from rentals.

We have no further interest in this property which was finally sold through the office of Messrs. Norris & McLennan, Solicitors for Daiso KISHIMOTO to John Walsley Hober and Ida May Hober and no proceeds from this sale have passed through this office.

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

July 23rd, 1946.

  
D. A. CRAMER.

DAC:JS



KISHIMOTO, Daizo  
754 W. 6th Ave., Vancouver, B. C.  
Evac. File 10391



Picture Taken April 29, 1943



PERSONAL PROPERTY  
SUMMARY

File No. 10391

July 19, 1946

Re: Daizo KISHIMOTO (Mr.)  
Reg. No. 09137.

Chattels:

In his JP form dated June 3, 1942, the above Evacuee declared he had no chattels in any protected area in British Columbia. On reviewing this file, however, it is noted under date of November 14, 1942 that the following goods were left in storage at the warehouse of B.C. Purchasers Cooperative Assn. on October 20th, 1942. (This is referred to in Morris & MacLennan's letter of November 2, 1942 under file A/78): E-28 Box of Merchandise  
E-29 Picture Frame.  
No further mention of these goods is made on either A/78 or 10391.

Accounts

Receivable:

The balance of \$1950.00 due under Agreement for Sale, mentioned in the JP form, is dealt with under the Real Property Summary.

An amount of \$2.55, representing refund of security deposit for light from the B. C. Electric Company was credited to Daizo Kishimoto's account in July 1945.

Bonds:

This Japanese declared a \$100.00 Victory Bond in his possession. No action regarding this Bond has been taken by the Custodian.

Bank Accounts:

This Japanese declared \$1500.00 in Savings Account #6478, Canadian Bank of Commerce, East End Branch, Vancouver, and \$1000.00 in the Bank of Montreal, Main & Hastings, Vancouver. No action regarding these accounts has been taken by the Custodian. (Note: Account #6478 closed out May 20/45 by Evacuee; Account in Bank of Montreal closed out in 1942.)

Safety Deposit Box:

The above Evacuee declared a safety deposit box, 347, at the Canadian Bank of Commerce, East End Branch, Vancouver, but stated on the JP form that "he may not keep the safety deposit box." No action regarding this Box has been taken by the Custodian. (Bank advise this Box surrendered by Japanese as it is now in another Name).

Shares:

In a letter dated May 14, 1945, the Montreal Trust Company, Vancouver, B. C., advised that 50 shares Class B stock of B.C. Power Corporation Ltd. have been registered in the name of Daizo KISHIMOTO, P.O. Box 12, Grand Forks, B.C., as of April 23, 1945. They advised that no dividends were being paid on these shares at the present time and had made a note on their records to the effect that should any dividends be paid they will forward them to us for the account of Mr. Kishimoto. No further reference to these shares is revealed on file, and no action regarding same has been taken by the Custodian.

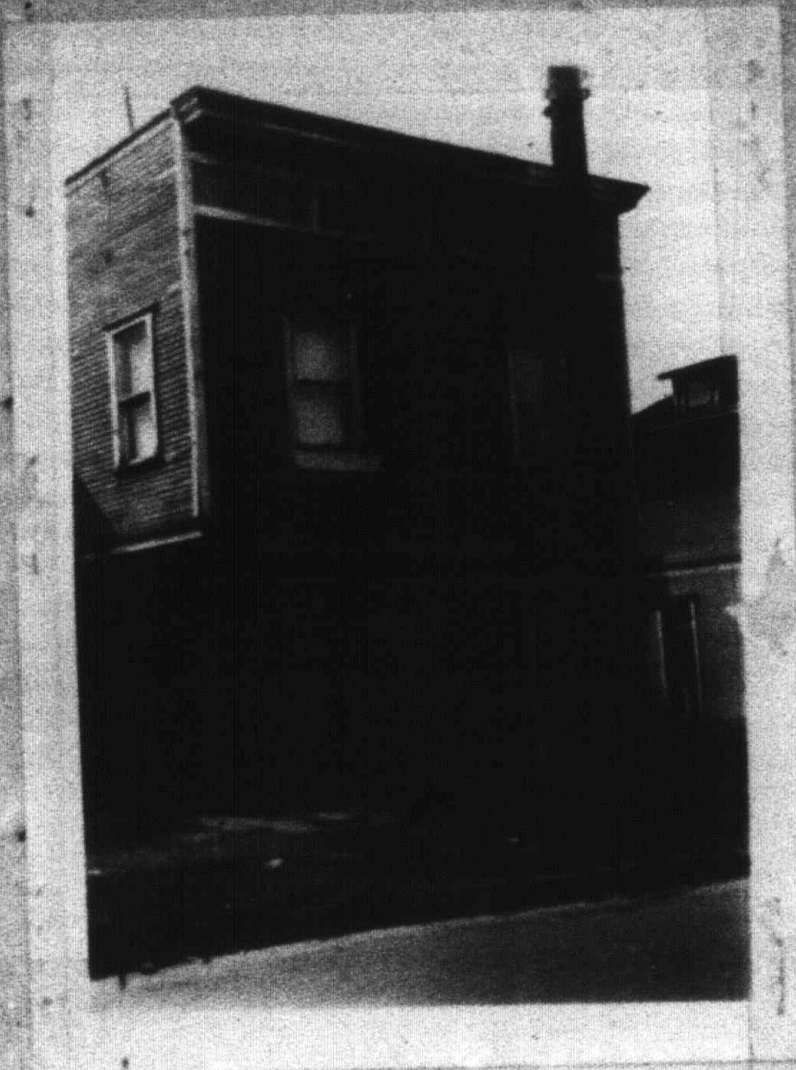
Specified Articles:

No Specified Articles are revealed on this file.

(Over)



KISHIMOTO, Daizo  
754-758 W. 6th Ave., Vancouver, B. C.  
Evac. File 10391



Picture Taken April 29, 1943



THIS AGREEMENT, made in duplicate, this Twenty-Seventh day of April, in the year of our Lord One thousand nine hundred and forty-two.

BETWEEN:

DAIZO KISHIMOTO of 1857 East Hastings Street,  
City of Vancouver, Province of British  
Columbia.  
Hereinafter called the Vendor.

A N D:

JACOB THOMAS (Millwright) of 575 West Seventh  
Avenue, City of Vancouver, Province of  
British Columbia.  
Hereinafter called the purchaser.

WITNESSETH:-

1. That in consideration of the sum of Twenty dollars (\$20.00) now paid by the purchaser to the Vendor, the receipt whereof is hereby acknowledged, the Vendor hereby gives to the purchaser the sole and exclusive option to purchase, free from encumbrances (save and except as hereinafter more particularly set out) all that certain parcel or tract of land, situate, lying and being in the City of Vancouver, Province of British Columbia, and more particularly known and described as Lot THREE (3), in Block numbered TWO HUNDRED AND NINETY EIGHT (298), in the subdivision of District Lot FIVE HUNDRED AND TWENTY SIX (526), Group one (1), New Westminster District, according to the registered map or plan thereof, deposited in the Land Registry Office, at the City of Vancouver, Province of British Columbia, and there numbered#

2. The purchase price of the said property shall be the sum of Two thousand dollars (\$2000.00) payable Fifty dollars cash on or before May 9th, 1942, and the balance together with interest at the rate of five (5%) per-cent per annum, by monthly payments of Fifty dollars (\$50.00) a month the first of such monthly payments to become due and payable on the 15th day of June, 1942, and Fifty dollars (\$50) shall become due and payable on the 15th days of each and every month thereafter in each and every year., TOGETHER with interest on all deferred payments of principal sums at the aforesaid rate of five per-cent per annum, payable annually on the 15th days of May in each and every year.

3. This option shall in consideration of the payment of fifty dollars(\$50) remain in force until the fifteenth day of June, 1942, and if on or before the said fifteenth day of June, 1942, the purchaser shall pay to the vendor the sum of Fifty dollars (\$50) then this option shall continue in force until the fifteenth day of July 1942 and shall, in like manner, continue in force from month to month thereafter so long, but only so long, as the purchaser shall duly make to the Vendor the said monthly payments of Fifty dollars (\$50) and shall duly perform and carry out the covenants and agreements of the purchasers herein contained.

4. Provided that if the purchaser fail or neglect to make any of the said payments or to perform or carry out any of the covenants and agreements of the purchase herein contained, then this option shall



upon such failure, forthwith terminate and come to an end and the purchasers shall thereupon forthwith deliver up the said premises to the Vendor.

5. The purchaser covenants with the Vendor that he will pay and discharge the arrears of taxes now owing and unpaid on the property at the rate of at least ten dollars per month commencing June 15th, and will add this said sum of Ten dollars (\$10) each month, to the Fifty dollars payment hereinbefore mentioned, and furthermore will keep all current taxes, rates and assessments wherewith the said land may be rated or charged from and after this date during the subsistence of this option, including all local improvements assessments and sewer rates, whether already or hereafter assessed. Arrears of taxes to date to be deducted from purchase price hereinbefore mentioned.

6. The purchaser shall, during the continuance of this option; insure and keep insured against all loss or damage by fire all buildings now on the said lands or which may be afterafter erected thereon, in the sum of their full insurable value with an insurance company to be approved by the Vendor and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt or receipts thereto pertaining and if the vendor shall pay any premiums or sums of money for insurance of the said premises or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

7. The purchasers may take up this option at any time during the subsistence of this option by payment to the Vendor of the balance of the said purchase price and interest as aforesaid at any time and upon such payment the Vendor will convey and assure to the purchasers by good and sufficient deed in fee simple, all that parcel or tract of land hereinbefore described and such deed shall be prepared at the expense of the purchaser.

8. Time shall be the essence of this option.

9. The Vendors shall have the right, at all times and without the consent of the purchasers to assign or transfer all their right, title and interest in this option to any person whomever.

10. When and so soon as the purchaser shall have paid to the Vendor the total principal sum of Seven Hundred dollars (\$700.00) exclusive of interest and if this option be still in force then the Vendor will, upon written request of the purchaser and at the expense of the purchaser, execute and deliver to the purchaser an Agreement for Sale and purchase of the said lands upon the price and terms hereinbefore appearing, the same being signed by the purchaser before such delivery and shall give credit for the amount of principal received by the Vendors upon and during the continuance of this option.

11. AND it is hereby declared that any demand or notice which may be required for the purpose 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 to Jacob Thomas, 575 West 7th Avenue, Vancouver, B. C.



or at such other address as the purchaser shall specify in writing to the Vendors.

12. And in the event of the Agreement for Sale being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendors shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred.

13. And the purchasers hereby irrevocably appoint the Vendors their true and lawful attorney for and in the name of the purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

14. I N W I T N E S S, whereof the parties hereto have executed these presents at the City of Vancouver, Province of British Columbia, this 27th Day of April, A.D. 1942.

SIGNED, SEALED AND DELIVERED  
in the presence of:

D. C. GIBBINS

Signed by: \_\_\_\_\_

DAIZO KISHIMOTO

JACOB THOMAS



FIRST NATIONAL INSURANCE  
*Company of America*

TELEPHONE PACIFIC 6553

HEAD OFFICE FOR CANADA  
VANCOUVER, B. C.



**P. C. Gibbens & Co. Ltd.**

*Real Estate - Insurance - Rentals - Loans*

254 East Hastings Street  
VANCOUVER, B. C.

June 29th, 1942.

Daizo Kishimoto Esq.,  
P. O. Box 12,  
Grand Forks, B. C.

Dear Mr. Kishimoto:

Thank you for your letter  
of the 28th inst., and we are glad to hear  
that you are now settled down alright.

We regret, very much, to  
advise you that we are unable to remit to you  
direct. The Custodian of Japanese property  
is the authorized person to whom all remittances  
must be sent, and as this is the final ruling of  
the Government we, of course, must comply therewith.

Mr. Thomas has made a payment  
for June, and we are bound, by law, to send this  
money now to the Custodian. Our understanding is  
that as long as you were resident here in Vancouver  
we could pay the money to you direct; but now that  
you have been evacuated from this area, we must make  
all remittances to the Custodian for you and on your  
behalf.

We would suggest that you write  
direct to the Custodian (506 Royal Bank Building)  
Vancouver, B. C. and make an application for a monthly  
remittance to be sent to you and we can then see what  
the outcome will be.

we are,

Reciprocating your kind regards,

Very sincerely yours,  
P.C.GIBBENS & CO. LTD.

PER: *[Signature]*

LRM:ms.



Shears

10291?

D. Kishimoto  
Box 12  
Grand Forks, B. C.

July 4, 1942

Mr. G. W. McPherson  
501 Royal Bank Bldg.  
Vancouver, B. C.

OFFICE OF THE CUSTODIAN  
JAPANESE SECTION

RECEIVED

JUL 10 1942

Dear Mr. McPherson:

I have been notified by P. C. Gibbens & Co. Ltd., that they are against the law to send the monthly income of \$50 directly to me for the sale of a house on 758-West 6th Avenue, Vancouver, B. C.

The house was sold to Mr. Jacob Thomas on a promise bases to send the money on the 15th day of each month, the sum being \$50. monthly payment until the amount of two thousand dollar is paid off.

I with my family to support, was depending very much on the fifty dollar monthly income and for that reason came to Grand Forks, on June 10 on the SELF-SUPPORTING PROJECT. (non-support from Gov.)

Will you please send us as soon as possible the fifty dollar payment for the 15th day of June. Please without fail send by either money order or cheque to Box 12, Grand Forks, B. C. Enclosed you will find the letter from P. C. Gibbens & Co. Ltd.

Thank you kindly.

Very sincerely yours,

*D. Kishimoto*  
D. Kishimoto

DK:KK  
Encl.



10391

July 21, 1942

Mr. D. Kishimoto,  
P. O. Box 12,  
Grand Forks, B. C.

Dear Sir:

We are in receipt of yours of the 4th instant in regard to remittances being sent to you each month.

For the better protection of all properties that come under our jurisdiction, it is our policy for all monthly collections to be paid through this office. We are then able to be aware that any contracts made are being lived up to.

Pending complete evacuation, it is our policy to keep all our files open. While no debts are declared in your particular case, as a matter of general practice we are retaining some funds to the credit of every account where revenues are being received. In due course we will be in a position to make further disbursements from the balance to the credit of your account.

At the moment we have not actually received any rents on your behalf but we are taking this matter up with Messrs. P. C. Gibbens & Co., Ltd., and upon receipt of same we will send you a proportion each month.

Yours truly,

F. G. Shears,  
Assistant Manager.

FGE/PMH



**FIRST NATIONAL INSURANCE**  
*Company of America*

TELEPHONE PACIFIC 6553

HEAD OFFICE FOR CANADA  
VANCOUVER, B. C.



**P. C. Gibbens & Co. Ltd.**

*Real Estate - Insurance - Rentals - Loans*

254 East Hastings Street  
VANCOUVER, B. C.

July 29th, 1942

OFFICE OF THE CUSTODIAN  
JAPANESE EVACUATION

**RECEIVED**  
JUL 29 1942

Office of the Custodian,  
Japanese Evacuation Section  
506 Royal Bank Building,  
City.

Dear Sir:

Re file No. 10391 - Kishimoto (Daizo)

Herewith we send you statement and remittance re the above.

This property was sold by Mr. Daizo Kishimoto to Mr. J. Thomas (Lot 3 Blk 298 D.L. 526) numbered 754-58 West 6th Ave, for \$2000:00 under an Option to purchase. \$50: cash was paid down, and the balance at the time of Mr. Kishimoto's evacuation was \$1950:00. There are considerable arrears of taxes, and in addition to the \$50:00 monthly payment under the option which bears interest at 5% per annum which interest is payable annually, Mr. Thomas is to pay \$10: per month to be applied on account of tax arrears.

On the accompanying statement Mr. Thomas has, therefore, paid \$100: on the option and \$20: to be applied on arrears of taxes. Insofar as the commission fee on the first payment paid to Mr. Kishimoto prior to his evacuation, Mr. Kishimoto arranged with us that it was to be deducted from the second payment; hence the collection fee for 3 payments on the statement.

Should you wish any further information for your records, we shall be pleased to get it for you.

Very sincerely yours,

P.C. GIBBENS & CO. LTD.

PER: *[Signature]*



**FIRST NATIONAL INSURANCE**  
*Company of America*

TELEPHONE PACIFIC 6553

HEAD OFFICE FOR CANADA  
VANCOUVER, B. C.



**P. C. Gibbens & Co. Ltd.**

*Real Estate - Insurance - Rentals - Loans*

254 East Hastings Street  
VANCOUVER, B. C.

July 29th, 1942.

Office of the Custodian,  
Japanese Evacuation Section  
506 Royal Bank Building,  
City.

Your file No. 10391 - D. Kishimoto.

Gentlemen:

We are enclosing herewith tax receipt for \$100:00  
paid by Mr. Kishimoto last year and which he left  
with us before he was evacuated.

You will note there is still considerable arrears  
to be paid which arrears is being paid by Mr. J.  
Thomas at the rate of \$10: per month.

Yours very truly,

P. C. GIBBENS & CO. LTD.

PER:

G. Swain,  
Accountant.

G.S.  
LRM:ms.





# 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.

OFFICE OF THE CUSTODIAN  
JAPANESE SECTION

18th August 1942.

**RECEIVED**  
AUG 20 1942

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

Gentlemen;-

re Daizo. KISHIMOTO.  
Your file 10391

Further to your letter of August 4th,  
we have contacted Mr Thomas, who is the purchaser  
of the property of the above mentioned. Mr Thomas  
has promised to bring his agreement into this  
office, and when he does we will make a copy of  
same for your records. Regretting the delay  
in this matter.

Yours very truly

P.C.GIBBENS & CO LTD,

S-s.

per

*[Signature]*



DAIZO KISHIMOTO  
Registration No. 09137  
P. O. Box 12  
Grand Forks, B. C.

OFFICE OF THE CUSTODIAN  
JAPANESE SECTION

RECEIVED  
AUG 24 1942

Aug. 22, 1942

Mr. F. G. Shears  
The Custodian Office  
Japanese Evacuation Section  
Dear Mr. Shears:

I acknowledge the receipt of your letter dated Aug. 18, File No. 10391 together with the Seventy-five dollar amount Bank Cheque.

I am now greatly satisfied and will be hoping to receive the amount on the 15th date of each month.

Thank you very kindly, I remain

Yours faithfully,

*D. Kishimoto*

D. Kishimoto



DAIED KISHIMOTO  
Registration #09137  
P. O. Box 12  
Grand Forks, B. C.

File No. 10391

OFFICE OF THE CUSTODIAN

RECEIVED  
OCT 5 1942

Oct. 1, 1942

Mr. F. G. Shears  
Department of the Secretary of State  
Office of the Custodian  
506 Royal Bank Bldg.  
Hastings and Granville  
Vancouver, B. C.

Dear Mr. Shears:

On checking upon my monthly remittance for the rental of my property from your agents, Messrs. P. C. Gibbens & Co., Ltd., I have found that no remittance has been sent to me since August 18, 1942. The amount enclosed was \$75.00, cheque.

Will you please look up my account for the past four months and send me the two months rental amount--\$50.00 monthly--and continue sending to me the monthly remittance on the said 15th date of each month.

Will you please kindly give this your immediate attention.

Thank you very kindly.

Yours very truly,

*D. Kishimoto*  
D. Kishimoto

75.00  
47.50  
27.50



File No. 10391.

- STATEMENT -

Re: Daizo KISHIMOTO,  
Reg. #09137

1952

|          |   |          |          |
|----------|---|----------|----------|
| July 30  | June 15 & July 15 payments from Jacob Thomas  | 100.00   |          |
|          | Payments on acct. of arrears of taxes from Jacob Thomas   | 20.00    |          |
|          | Commission charged by P. C. Gibbens & Co. Ltd. on above and also on May 15 payment made to you @ 5% | 7.50     |          |
| Aug. 10  | To City of Vancouver on acct. of Taxes  | 20.00    |          |
| 17       | Cheque to you   | 75.00    |          |
| Sept. 26 | Aug. 15th payment from Jacob Thomas   | 50.00    |          |
|          | Payment on a/c of taxes from Jacob Thomas   | 10.00    |          |
|          | Commission, P. C. Gibbens & Co. Ltd.  | 2.50     |          |
| Oct. 7   | Cheque to you   | 47.50    |          |
| Nov. 1   | September 15th payment from Jacob Thomas  | 50.00    |          |
|          | Payment on acct. of taxes from Jacob Thomas   | 10.00    |          |
|          | Commission, P. C. Gibbens & Co. Ltd.  | 2.50     |          |
| Nov. 7   | To City of Vancouver on acct. of taxes  | 20.00    |          |
|          | Cheque to you   | 47.50    |          |
|          | Balance   | 17.50    |          |
|          |   | \$240.00 | \$240.00 |
|          | Balance   |          | 17.50    |



10392.

November 19, 1942.

Mr. Daizo KISHIMOTO,  
Registration #09137,  
Grand Forks, B. C.

Dear Sir:

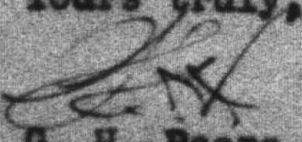
We are writing you in reply to your letter of the 15th instant addressed to P. C. Gibbens & Co. Ltd.

Attached you will find a statement of all monies received from your agents with regard to the payments under the Agreement of Sale from you to Mr. Jacob Thomas covering the property described as Lot 3, Block 298, D.L. 526. Our statement shows October and November payments in arrears as stated in our letter to you of the 6th instant.

City of Vancouver taxes still owing on this property at to this date are 1940 -- \$71.80, 1941 -- \$98.75, and 1942 -- \$102.86 making a total of \$273.41 to which must be added interest at 6% per annum on the delinquent taxes to date of payment. According to information supplied to us by P. C. Gibbens & Co. Ltd., the sum of \$1950.00 remained unpaid at the time of your evacuation and, as our statement shows payments made by Mr. Thomas amounting to \$200.00 we presume that the balance would seem to be \$1750.00. If these figures are incorrect please advise us.

Further remittances will be made to you as in the past as funds become available at this office.

Yours truly,

  
G. H. Peers,  
Administration Department.

GHP/P.  
Encl.



Daiso KISHIMOTO, Reg. #09137  
P. O. Box 12  
Grand Forks, B. C.

File No. 10391

|          |             |
|----------|-------------|
| FILED    | DEC 29 1942 |
| File No. | 10391       |
| Ans.     |             |
| Refer'd  | <i>Purs</i> |

Dec. 27, 1942

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

Dear Sir:

Upon checking over my account for the monthly payment from Mr. Thomas, I have found that the three months' payment has been overdue, namely the month of October, November and December.

Will you kindly inform me whether he has paid and if so, please send the cheque as soon as possible.

Thank you for your cordial attention regarding upon this matter.

Yours very sincerely,

*D. Kishimoto*

D. Kishimoto

*PA 6553*  
*Write Jap.*  
*Phone Jwan on*  
*3/5/43*



10391.

January 5, 1943.

Mr. Daizo KISHIMOTO,  
Registration No. 09137,  
P. O. Box 12,  
Grand Forks, B. C.

Dear Sir:

In reply to your letter of December 27th, we regret to advise you that we have been unable to make any further headway towards the collection of the payments due from Mr. Jacob Thomas in regard to the sale of your property described as Lot 3, Block 208, D.L. 526.

Mr. Swain of P. C. Gibbens & Co. Ltd. advised us today that he would have Mr. Thomas call at his office and he will advise us within the next day or two as to the result of his conversation with Mr. Thomas.

As soon as we receive further word, we will communicate with you.

Yours truly,



G. H. Peers,  
Administration Department.

GHP/P.



CITY ELECTRICIAN'S OFFICE

T. MARTIN  
CITY ELECTRICIAN



VANCOUVER B.C.

January 5, 1943.

EVACUATION SECTION

Rec'd JAN 6 1943

File No. 10391

Ans.

TELEPHONE 2711

Referred

2711

Returned

FILE NO. 1433.

Mr. Daizo Kishimoto,  
c/o Japanese Custodian,  
506 Royal Bank Building,  
Vancouver, B.C.

Dear Sir:-

Re: 754 W. 6th Avenue.

We have made a resurvey of the electrical wiring in the above-mentioned building, and find that same does not comply with the requirements of the Electrical By-law of the City of Vancouver.

We should be pleased if you would give this matter your immediate attention.

Yours truly,

J. Martin  
CITY ELECTRICIAN.

/MA

NOTE:- It necessary that a permit be obtained for the above-mentioned work and reported to this Department when ready for inspection.

P-6553

Shawco amon  
add option to purchase





# 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.

22nd January 1943.

Office of the Custodian,  
Royal Bank Building,  
City.

Attention Mr Peers.

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| Rec'd              | JAN 23 1943 |
| File No.           | 10391       |
| Ans.               |             |
| Referred           | Peers       |

*mtb 11*

Gentlemen;-

re Kishimoto Daizo,  
Your File 10391

The account of Mr J. Thomas, purchaser of the property of Mr Kishimoto is considerably in arrears. We have made several efforts to get this account brought up to date, having written Mr Thomas, and also contacted him, when we were last in touch with him, he promised definitely to come to our office last Saturday morning, January 16th, but he failed to show up, also he has not contacted us since.

We are bringing this matter to your attention for your consideration, possibly some pressure can be brought on Mr Thomas, thereby speeding up the payment of these arrears.

Your kind advice in this situation will be much appreciated.

Yours very truly

P.C.GIBBENS &amp; CO LTD,

*W. H. Jones*

S-s.

per

*G. Swain*

Established Over a Quarter of a Century



10391.

January 25, 1943.

Mr. Jacob Thomas,  
754 West Sixth Avenue,  
Vancouver, B. C.

Dear Sir:

Re: Daizo KISHIMOTO

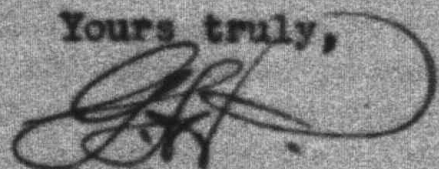
With reference to the property at the above address which you are purchasing from Mr. Kishimoto at the rate of \$50.00 per month plus \$10.00 monthly on the arrears of taxes, as you are aware, no payment has been made since the payment due on September 15th making you now the sum of \$240.00 in arrears.

We understand from P. C. Gibbens & Co. Ltd. that they have contacted you numerous times in this regard and that you have made several promises to make payment but have failed to do so.

You must realize that the payment under your option must be met as agreed and, unless you make some payment in this matter immediately, we will be forced to take drastic steps to secure payment.

Kindly see that this matter is given your immediate attention.

Yours truly,

  
G. H. Peers,  
Administration Department.

GHP/P.



Daizo KISHIMOTO  
Reg. #09137  
P. O. Box 12  
Grand Forks, B. C.

FILE NO. 10391

|                    |                  |
|--------------------|------------------|
| EVACUATION SECTION |                  |
| Rec'd              | FEB 1 1943       |
| File No.           | 10391            |
| Ans.               |                  |
| Referred           | <i>H. Arthur</i> |

Jan 29, 1943

*Russell*

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

Dear Mr. Shears:

I acknowledge the receipt of the letter dated January 5, 1943. I regret to hear that you have been unable to make any further headway towards the collection of the payments due from Mr. Jacob Thomas in regard to the sale of the property.

I have not as yet, heard the result of Mr. Swain of the P.C. Gibbens & Co., Ltd., who was to have met Mr. Thomas within a few days in regard to this non-payments.

Mr. Jacob Thomas has poorly slacken behind and is now well-overdue for the four months payment, VIZ: Oct., Nov., Dec., and Jan. 1943. The AGREEMENT made before the sale of the house isn't carried out as on promised bases by Mr. J. Thomas.

Please inform me the reason of his delay. If Mr. Thomas under his own circumstances is unable to pay the monthly rate, I would like the following methods taken through the P.C. Gibbens & Co., Ltd: Kindly have P.C. Gibbens & Co., Ltd., collect the sum on the three house rents. Former is located on 754 W. 6th Ave., and the second house is located on 758 W. 6th Ave., and the latter is a small house located behind 758 W. 6th Ave. The upstairs of both houses of 754 & 758 W. 6th Ave., are rented in suite, thus an individual rent should be collected monthly---an monthly income of at least \$60 should be on hand.

If on the other hand, a person wishes to purchase that house, I would like you to have it arranged for the price well-over two thousand dollars (\$2,000.00) with five hundred dollar (\$500.00) cash as the first part payment. Balance of \$50.00 per month.



Page 2--Mr. F. G. Shears

Jan. 29, 1943

Enclosed you will find a copy of an AGREEMENT made between Mr. Jacob Thomas and I.

Will you kindly arrange to take this matter up promptly. Will you please let me know within the few days or two just what has taken place.

Thank you for your cordial attention.

Yours very sincerely,

*D. Kishimoto*

D. Kishimoto

Encl. 1



ESTABLISHED IN 1828

# THE UNION FIRE, ACCIDENT & GENERAL INSURANCE COMPANY OF PARIS, FRANCE

P. C. GIBBENS & CO. LTD.  
TELEPHONE: PACIFIC 6552  
254 E. HASTINGS STREET  
VANCOUVER, B. C.

HEAD OFFICE FOR CANADA  
465 ST. JOHN STREET  
MONTREAL, QUE.

3rd February 1943.

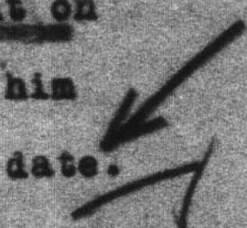
|                    |                    |
|--------------------|--------------------|
| EVACUATION SECTION |                    |
| Rec'd              | FEB 4 1943         |
| File No.           | 10391              |
| Ans.               | <i>[Signature]</i> |
| Referred           | <i>[Signature]</i> |

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

Attention Mr Peers.

Gentlemen:-

re: Daizo KISHIMOTO  
Your file 10391.

We have again contacted Mr Thomas, <sup>+</sup>  
purchaser of the property of the above mentioned,  
he requests that we wait until Saturday the 6th  
when he will make a very substantial payment on  
this account. We agreed to this, but gave him  
to understand this was absolutely the last date. 

We also suggested a possible revision  
of the amount of the monthly payments, but he  
stated he would be able to meet these payments  
in future, in full. This for your information.

Yours very truly

P.C.GIBBENS & CO LTD,

S-s.

per *[Signature]*



## EVACUATION SECTION

Rec'd FEB 12 1943

File No. 10391

Ass. AGM. 44

Received *McArthur*

758 West 6th Avenue,  
Vancouver, B. C.,  
February 11th, 1943.

The Custodian of Japanese Property,  
Royal Bank Building,  
Vancouver, B.C.

Dear Sir:

Re Daizo Kishimoto  
Att. Mrs. McArthur

On the 27th of April, 1942, I purchased by an Option Agreement from the above Japanese the property situated at 758 and 754 West 6th Avenue, in the City of Vancouver.

I am in default under the Agreement but the City has served me with a Notice condemning the property unless the electric wiring and equipment is re-installed by a licensed electrician according to the City specifications. Further, I believe the building Inspector will require the foundation repaired under the bathroom, in fact, under the whole house at the back. The back stairs need to be rebuilt on both houses.

It is with the object of not only satisfying you, but also the City of Vancouver that I am writing you in order that a new Agreement may be entered into which will permit me to complete my payments without default and also satisfy the local building requirements.

I am a married man in the employ of the Sitka Spruce Lumber Co. I have worked with this Company over three years and am now earning approximately \$125.00 per month. I am married and have three children aged four, fourteen months and three months.

I would not be in arrears except for the fact that I was ill for three months last Fall. When I bought the property I assumed it could be rented without much difficulty. However, when the Japanese vacated I found that the buildings were not only filthy, but had to be fumigated, as well, and far more time and money was required than I had estimated.

It was absolutely impossible to rent the property as it was, consequently I bought 300 yards of linoleum and the furniture necessary to rent the various parts as furnished premises.



I have also supplied heat and electric light. The rents I get are as follows:-

- |                                 |           |
|---------------------------------|-----------|
| 1. The little house at the back | \$16.00   |
| 2. The upstairs store           | 36.00     |
| 3. Downstairs House #754        | 25.00     |
| 4. Upstairs #754 Vacant         | 16        |
|                                 | <u>90</u> |

The upstairs of #754 is vacant and has been vacant because the stairs were required which I was unable to provide.

To offset the above revenue during the winter months I have had to pay \$35.00 per month for fuel and an average of \$15.00 per month for electricity.

My own family occupy the store because the store was vacant until last month.

I have also purchased over \$100.00 of paint which I myself have put on the premises inside and out. There was no paint outside and my first coat hardly shows. In order to protect the premises the outside should have two additional coats or at any rate one good coat.

It will take at least \$300.00 in cash and a lot of my time to put this property into condition suitable for human habitation. Further, when this is done I believe I can get far better rents than the property is now earning and I feel sure that the Rental Adjustment Board would approve of such increases.

Re Plumbing

I have spent \$67.00 on plumbing for #758 alone. It will require at least another \$100.00 to make living conditions sanitary in the other two places.

The statements I have made above may sound exaggerated. They are, in fact, conservative and I suggest that you send an Inspector to the property in order to verify the statements I have made.

I feel quite sure that I can satisfy the City and the tenants and pay up the full amount due under my Agreement if I get some co-operation from you, and my plan is as follows:

1. The actual time that I have spent on the property and the cash supplied by me for improvement purposes I am quite sure amounts to over \$500.00. This, with the cash payments made on the property gives me a substantial equity, and I believe that for my protection as well as the Vendors'



protection the new and proper Agreement for Sale should be entered into.

2. For the next eight months I should be required to pay the Vendor only \$25.00 per month in cash, but I would agree to supply receipts for work done for a further \$25.00 per month.

3. I would expect to pay the <sup>Vendor</sup> Purchaser the full amount of his purchase price and the object of producing the receipts would merely be for the purpose of showing that the money had been expended to make the property habitable according to the demands and standards of the City of Vancouver.

I apologise for missing a number of appointments. While not justifying myself, but rather as an explanation, you should know that I have no telephone. Further, that I am often required to work on my free day and I am very often required to work overtime. Hence I missed many appointments.

Hoping you will meet me <sup>in</sup> and my suggestions, I am,

Yours very truly,

*Jacob Morrison*

JT/D



TELEPHONE: PACIFIC 8883

ESTABLISHED 1908

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.  
EVACUATION SECTION

Rec'd FEB 13 1943

File No. 10391

February 12th, 1943  
Refered *[Signature]*

Custodian Enemy Alien Property  
506 Royal Bank Building,  
City.

Gentlemen:

Your file 10391 - Kishimoto!

We called on Mr. Thomas this morning but he was away at work. However we had a long chat with Mrs. Thomas and explained to her the situation and the seriousness of Mr. Thomas' position by reason of his non-fulfilling of his obligations under the Option to Purchase.

Mrs. Thomas promised that she would have her husband call on Monday evening, and we intimated that this would be his last chance and that we could not extend to him any further credit.

We will advise you on Tuesday and if Mr. Thomas fails to come in we are of the opinion that such legal action as is necessary should be taken to protect Mr. Kishimoto's interest.

From all appearances, this morning, it would seem that Mr. Thomas is deriving revenue from these buildings and we see no reason whatsoever why he cannot make his payments and meet his obligations.

Yours very truly,

P.C.GIBBENS & CO. LTD.

PER: *[Signature]*

GS.S

Established Over A Quarter Of A Century



10391

Feb. 15, 1943.

P. C. Gibbons & Co.,  
254 E. Hastings Street,  
Vancouver, B. C.

Attention: Mr. Swain.

Dear Sir:

Re: Daise KISHIMOTO and Jacob Thomas,  
754-58 E. 6th Ave., Vancouver.

Further to the writer's telephone conversation with you this morning, we would ask you to please make an inspection of the premises relative to the above with a view to determining the condition of these premises and checking on the improvements which have been made by Mr. Thomas since he took possession.

At the same time would you please note the extent of the changes which have to be made to satisfy the requirements of the City of Vancouver as well as other repairs necessary to make the premises sanitary and safe for occupancy.

Yours truly,

A. G. McArthur,

AGM:AS



10391

Feb. 15, 1943.

*Guthens Pa 6553*

Mr. Daiso KISHIMOTO,  
Registration No. 09137,  
P.O. Box 12,  
Grand Forks, B. C.

Dear Sir:

Re: Jacob Thomas, and 754-58 W. 6th Ave.

We have your letter of January 20th relative to the property at the above address and have now been able to get in touch with Mr. J. Thomas. He states that it has been necessary for him to spend a great deal of money and make many repairs to the buildings in order to make them habitable and to satisfy the requirements of the City of Vancouver.

During the time that these repairs were being made no revenues were accruing from the property, in fact, one part is not yet rented, owing to the necessity for new stairs to be built. Mr. Thomas himself was ill for three months last fall, but is now regularly back at work.

We are sending an inspector to look over the property in order to check on the improvements that have been made and upon receipt of his report we will again take the matter up with Mr. Thomas and advise you accordingly.

Yours truly,

A. G. McArthur,  
Administration Department.

AGM:AS



758 West 6th Ave.,  
Vancouver, B. C.,  
February 23rd, 1943.

The Custodian of Japanese Property,  
Royal Bank Building,  
Vancouver, B. C.

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| Rec'd              | FEB 25 1943 |
| File No.           |             |
| Ans.               |             |
| Referred           | 113 110     |

Dear Sir:

Attention - Mrs. McArthur

Re Daiso Kishimoto. Enclosed find Postal  
Note for \$25.00 to apply on Agreement for Sale.

Mr. Thomas was hit with a timber on Friday  
last and is in the General Hospital. He has nine ribs and his  
collar bone broken; also his lung punctured. He had a bad night  
Saturday but the doctors now expect a complete recovery, within  
a reasonable time. The Workmen's Compensation provides for the  
medical bills and our living.

Since writing you we have furnished and rented  
the upstairs house at No. 754 for \$16.00 per month.

You should know we mean by furnishing - cookstove,  
beds, tables and chairs - just necessities. The furnishings are all  
clear title.

No inspector came. A man from the Real Estate  
Office called on Friday last and asked me to have Mr. Thomas call  
him as the Custodian was calling him daily. I told him we were  
dealing direct and wished to continue that way if possible.

When you send the Inspector he will find things  
as my husband said they would be, but they are not as good as we  
would like to have them.

Yours truly,

Lillian Thomas

wife of Jacob Thomas.

P. S:- I hope the terms suggested by my husband are  
satisfactory.

Kishimoto To, Daiso  
File 19391 Reg 09137  
Agent (not to buy)  
Sale \$25 on acct paymt.

L. T.

Workman's  
Compensation





# 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.

|                   |          |
|-------------------|----------|
| VACUATION SECTION |          |
| FEB 27 1943       |          |
| Rec'd             | 10391    |
| File              | Donet    |
| Released          | out to 7 |

February 26th, 1943. / 10391

Office of the Custodian,  
Enemy Alien Property  
506 Royal Bank Bldg.,  
City.

Gentlemen;

Re D. Kishimoto file 10391.

We have made repeated trips over to  
this property of late at 754-West 6th Ave.

The first time we interviewed Mrs. Thomas  
and she said her husband had been sick but was back  
to work and would come in to see us on Monday Febry  
15th around 5 or 5:30 o'clock. When he failed to come  
in we made another trip and this time again inter-  
viewed Mrs. Thomas. On this occasion she told us that  
she had spoken to Mr. Thomas subsequent to our first  
call and informed us that Mr. Thomas was dealing  
direct with the Custodian. However we informed her  
that he must, in any event contact us and she promised  
he would 'phone us last Saturday around 11:30 to 12:20  
but again he failed to do so.

We are writing to ascertain our position in  
the matter and to inquire if there are negotiations  
being conducted between your office and direct with  
Mr. Thomas, as we feel in view of the fact the pro-  
perty is revenue producing, Mr. Thomas should be making  
some effort to bring his delinquent payments up to date.

Awaiting your advice herein, we are,

Yours very truly,

P.C.GIBBENS & CO. LTD.

M.S. Established Over A Quarter Of A Century

*See letter  
of 7/13.*

*Rec'd  
2/13*

*gibbens*



10391

March 1, 1943.

Mrs. Lillian Thomas,  
758 West 6th Ave.,  
Vancouver, B. C.

Dear Madam:

Re: 754/58 West 6th Avenue.

We duly received your letter of the 23rd instant,  
and enclose our receipt for the \$25.00 you sent us  
on a count of overdue payments on agreement.

The writer who will be handling this matter, has  
just learned from Mrs. McArthur that your husband  
has passed away, and wishes to express our sympathy  
to you in your loss.

The writer will call on you with Mr. Swain in a few  
days' time so that the whole matter can be discussed  
with you.

Yours truly,

P. Douet  
Administration Department.

PD/MFP  
Etc.



10391

March 2, 1943.

*Roy Chiffa*  
*Donnet*  
*470 Granville St.*  
*PA 7017*

P. C. Gibbens & Co.,  
254 East Hastings Street,  
Vancouver, B. C.

Dear Sirs:

Re: Daiso KISHIMOTO and Jacob Thomas  
754-58 West 6th Avenue, Vancouver.

With reference to correspondence and 'phone conversations in connection with the above, we confirm having advised you this morning that we learned from Mrs. Thomas that her husband died yesterday, and we are therefore postponing seeing Mrs. Thomas for a few days.

We shall be glad if you will 'phone us early next week, so that as arranged, we may go along and see Mrs. Thomas to discuss this whole matter with her, as the changed circumstances may alter altogether the proposed arrangements made by these people.

Yours truly,

P. Donnet,  
Administration Department.

PD:BT



10391

March 22, 1943.

Mr. Roy Phipps,  
Barrister and Solicitor,  
470 Granville Street,  
Vancouver, B. C.

Dear Sir:

Re: Daise KISHIMOTO and Jacob Thomas  
754-58 West 6th Avenue, Vancouver.

With reference to our 'phone conversation of this morning, we understand that so far you have been unable to locate any life insurance policy relating to the late Jacob Thomas, but that you will make a further search during the next few days, and we presume you will enquire again as to whether Mrs. Thomas has any receipts at all for premium payments made. From what you said on the 'phone, it would appear rather doubtful that there is such an insurance in existence. If there is no money coming to Mrs. Thomas beyond the approximate \$60.00 per month she will get under Workmen's Compensation, we understand you consider that it is essential that the payments are reduced from \$50.00 to \$25.00 per month in order that Mrs. Thomas may be able to carry on.

After you have cleared up the question of the life insurance policy, would you be good enough to write us on this matter, setting out what you consider is the best that could be done in the circumstances.

Thanking you,

Yours truly,

P. Douet,  
Administration Department.

PD:BT

C.C. to Mr. G. Swain, P.C. Gibbens & Co. Ltd.



Daizo KISHIMOTO  
Registration # 09137  
P. O. Box 12  
GRAND FORKS, B. C.

FILE NO. 10391

March 22, 1943

Mr. A. G. McArthur  
Office of the Custodian  
506 Royal Bank Bldg.  
Hastings and Granville  
VANCOUVER, B. C.

|                  |              |
|------------------|--------------|
| V-CUTION SECTION |              |
| Rec'd            | MAR 24 1943  |
| File No.         |              |
| Ans.             |              |
| Referred         | <i>Doyle</i> |

*2/13*

Dear Mr. McArthur:

I am considerably thankful for the information you have given concerning the reasons for the credit standing of Mr. Jacob Thomas written on the letter dated Feb. 15, 1943.

Since OCTOBER, 1942 I have been in wait for the 6 months overdue payments from Mr. Thomas, through you. I am very much in need of the income for our daily expense purposes.

Please send the overdue amount when collected from Mr. Thomas as soon as possible. If it's still unpaid please advise him to do so. If the cheque is on it's way, please accept my thanks, if not please do so immediately.

Thank you for your cordial attention to this matter.

Yours very sincerely,

*D. Kishimoto*

D. Kishimoto



10391

March 25, 1943.

Mr. Daise Kishimoto,  
Japanese Registration No. 09137,  
P. O. Box 12,  
Grand Forks, B. C.

Dear Sir:

Re: 754-758 West 6th Avenue

With reference to the sale of the above property and your letter of the 22nd of March, we regret to advise that Mr. Jacob Thomas had a very serious accident last month from which he did not recover. His affairs are now in the hands of Mr. Roy Phipps, Barrister and Solicitor of 470 Granville Street, Vancouver, and we have written this gentleman requesting him to advise us as early as possible what arrangements the widow, Mrs. Thomas, proposes to make in connection with payments under the Agreement for Sale.

As soon as we have anything definite to put forward, we will communicate with you. We gather it is Mrs. Thomas' intention to carry on at the above premises, but it would appear that there may have to be some reduction in monthly payments. However, from the above you will understand that we are not in a position yet to give you any details.

Yours truly,

P. Douet,  
Administration Department.

PD:BT



Roy G. Phipps, B.A.  
Recorder and Solicitor

888 ROGERS BUILDING,  
470 GRANVILLE STREET,  
VANCOUVER, B.C.

Mar. 25, 1943

Department of the Secretary of State,  
Office of the Custodian,  
Japanese Evacuation,  
City.

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| Rec'd              | MAR 27 1943 |
| File No.           |             |
| Ans.               |             |
| Referred           | Smith 17/4  |
| Your file 1001.    |             |

Dear Sirs;

RE: Daizo Kishimoto and Jacob Thomas,  
754 West 6th Ave.

I have your letter of the 22nd inst.

The Prudential Insurance Co., with whom it was thought the deceased held a policy on his life, has informed me that such is not the case, and their branches report similarly. I do not believe a policy exists.

There appears to be nothing in the estate upon which anything can be realized.

With only the possibility of assistance from the Workmen's Compensation Board, I consider it is essential that the rate of payment under the option be reduced to \$25.00 per month. I have always considered the purchase price of \$2,000 and the monthly payment of \$50.00 to be excessive, as I do not value the whole of these semisum premises to be worth more than \$1,000. It is a wonder that the houses have not been ordered demolished before now.

It is possible, however, to carry on at \$25.00 per month, with additional credit for proved expenses for repairs, and I would ask you to canvass this possibility, and let me know the result as soon as convenient.

Yours very truly,

*Roy G. Phipps*



10912

April 17, 1943.

The City of Vancouver,  
City Hall,  
453 West 12th Avenue,  
Vancouver, B. C.

Dear Sirs:

Re: 754-758 West 6th Avenue

With reference to the three buildings at the above address in connection with which we have had some correspondence with your Electrical Department, we would advise that this house was sold by Daizo KISHIMOTO to Mr. Jacob Thomas in April 1942 under an Agreement of Sale, and Mr. Thomas did a certain amount of repairs. Unfortunately, Mr. Thomas died in February this year as a result of an accident and his widow is living on the premises and running the place--all the apartments or rooms we believe are now rented.

As we are not at all sure as to what has been done in the way of repairs at these premises--we do not think that any electrical work has been undertaken, we shall be very much obliged if you will send an inspector from each of the departments concerned, viz., Building, Electrical, and Health, and advise us what is necessary to be done to put these buildings into proper shape. We will then obtain estimates, and if Mrs. Thomas is unable to have the necessary work done, as she is already very heavily in arrears of payments under the Agreement, it may be necessary to get her to make a Quit Claim and either enter into a new Agreement with the purchaser or rent the premises to one party, at a nominal rent, who would be in a position to see to all the necessary repairs and be reimbursed from rents received.

We are afraid that there is quite a lot to be done to these buildings, as apart from the electrical work and requirements of your Health Department, in one of his letters to us Mr. Thomas mentioned that he understood the Building Inspector would require the foundation to be repaired under the bathroom, and in fact, under the whole house at the back--he did not mention which of the two larger houses was involved, but this will be apparent to you when your Building Inspector visits the premises. If we could have reports in duplicate from each of the three Departments above mentioned, we shall be much obliged.

Yours truly,

P. Doust,  
Administration Department.

PD:BT



10371

April 17, 1943.

Mrs. Lillian Thomas,  
758 West 6th Avenue,  
Vancouver, B. C.

Dear Madam:

Re: 754-756 West 6th Avenue

As arranged when we called on you some time back, we wrote to your Solicitor, Mr. Roy G. Phipps, who advised us that the Prudential Insurance Company informed him that as far as they could trace there was no life policy in favour of your late husband, Mr. Jacob Thomas. Mr. Phipps stated that as far as he could judge there was nothing in the estate upon which anything could be realized. In these circumstances, the possibility of your paying for the necessary repairs to be done to the above property is apparently nil, and the whole question of the existing Agreement for the purchase of this property will have to be reconsidered.

Without prejudice to the above Agreement, we must ask you to send immediately to Messrs. P. C. Gibbons and Company, 254 East Hastings Street, Vancouver, the sum of \$50.00 representing two payments of \$25.00 each for the months of March and April. We regret to learn that you have made no payments at all under this Agreement since the \$25.00 paid on account on February 26th. As we understand these premises are rented for at least \$90.00 per month and that you are in receipt of a monthly sum from the Workmen's Compensation Board, it may be that you are in a position to pay more than the above amount, but at least the \$25.00 per month must be paid pending any final arrangements.

Kindly give the above your immediate attention and oblige.

Yours truly,

P. Donet,  
Administration Department.

PD:BT

P.S. We understand that in the near future an inspector from the Building, Health, and Electrical Departments of the City of Vancouver will be calling to thoroughly examine the three buildings on your property, and will report to us as to the work to be done.

C.C. to P.C. Gibbons and Co. Mr. Swain This refers to our 'phone conversation of this morning.



10392

April 19, 1943.

Mr. Roy G. Phipps,  
936 Rogers Building,  
470 Granville Street,  
Vancouver, B. C.

Dear Sir:

Re: Daiso KISHIMOTO & Jacob Thomas  
754 West 6th Avenue

With reference to your letter of the 25th of March in connection with the above, we note that you consider that the late Mr. Jacob Thomas had no life insurance and that there appears to be nothing in the estate that can be realized. In these circumstances, the whole question of the Agreement entered into by Mr. Thomas with Kishimoto will have to be reconsidered, and as the City Hall people are asking us about the repairs that have to be done to these buildings, we have written the three Departments concerned, viz., Building, Health, and Electrical, and have requested them to let us have full reports stating what their requirements are. We will then get the agents who are handling this property, viz., P. C. Gibbens & Co., to obtain estimates, and if Mrs. Thomas is unable to have the work carried out it may be necessary to get her to leave the premises and find a party who will take the place over and carry out the necessary repairs. As you are aware, there are now very heavy arrears under the Agreement, as apart from \$25.00 received from Mrs. Thomas at the end of February, we have received no payments for several months. In the meantime, we have written to Mrs. Thomas requesting her to let us have at least \$25.00 per month for March and April, as we understand she is receiving about \$90.00 per month in rentals.

It does not appear to us that Mrs. Thomas is very suitable to run a place of this description, and at any rate the present state of affairs cannot go on indefinitely, as Kishimoto is getting practically nothing out of the deal, which as you are aware, stipulated for payment of \$50.00 per month plus \$10.00 per month to take care of arrears of taxes. It does not appear that a great deal has been spent on the premises, and considering that Mrs. Thomas has been living rent free for the best part of a year and obtained quite a considerable amount in rentals, if she abandons the premises now she would not have done too badly over the matter. When we spoke to Mrs. Thomas some little time back, she appeared

OVER



Page 2,  
Mr. Roy C. Phipps,  
April 19, 1943.

confident that she would have ample funds from Mr. Thomas' life insurance to take care of all necessary repairs, but in view of what you say, the picture is entirely changed.

We will doubtless be writing you further on this matter when we hear from the City Hall authorities and obtain estimates for the work required. Should you have any further suggestions to make regarding this matter, we shall be glad to hear from you.

Yours truly,

J. Donohue,  
Administration Department.

PD:BT





# 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.

22nd April 1943.

|                    |              |
|--------------------|--------------|
| EVACUATION SECTION |              |
| Rec'd              | APR 24 1943  |
| File No.           |              |
| Mrs.               |              |
| Refer              | <i>Refer</i> |

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

Attention Mr P. Douet.

Gentlemen;-

re Daise KISHIMOTO.  
Your file 10391.

Further to your letter of April 17th to Mrs Jacob Thomas regarding the above mentioned property. Mrs Thomas called at our Office, and discussed this matter with the writer, we tried to impress upon her the importance of keeping the payments up, as has been proposed by the late Mr Thomas, but she was not prepared to make a payment right now, and she is going to see her Solicitor, Mr Phipps, and advise us early next week.

Mrs Thomas states that she has not received any compensation up to the present time, having lived on the rentals received even at that she should have made the decreased payments as the rentals received have been in the vicinity of \$90.00 per month.

When Mrs Thomas reports to us next week, we will immediately advise your office of her decision, we may say that we expect she will make the suggested payments when making her report.

Yours very truly

P. C. GIBBENS & CO LTD,

S-s.

per *[Signature]*

Established Over A Quarter Of A Century



Daiso KISHIMOTO  
Box 12  
Grand Forks, B. C.

Japanese Reg. No. 09137

File No. 10391

3  
May 1, 1943

Mr. F. Douet  
Administration Department  
Office of the Custodian  
506 Royal Bank Bldg.  
VANCOUVER, B. C.

|                    |              |
|--------------------|--------------|
| EVACUATION SECTION |              |
| Rec'd              | MAY 3 1943   |
| File No.           |              |
| Ass.               |              |
| Referred           | <i>Douet</i> |

Dear Mr. Douet:

RE: 754-756 WEST 6th AVENUE

I acknowledge the receipt of your letter dated March 25, 1943. The death news of Mr. Jacob Thomas came as a surprise and I, indeed, regret to have heard that he did not recover from the accident.

The house payments to the above addresses is overdue from October, 1942 to April 15, 1943. Thus the seven months payments are still unpaid. PLEASE COLLECT AND SEND THE AMOUNTS OF ALL THE OVERDUES AS SOON AS OBTAINED.

I have been relying on those payments, in order to carry on our daily living expenses, and due to that reason, I have come to Grand Forks, on self-support. Since our expenses are paid from those rent payments, I find that the expenses for the Family Budget are very much needed, as the months progresses.

Mrs. J. Thomas who is carrying on, have, no doubt, collected the rentals. Her action of collection and the non-payments to me is very unfair. If Mrs. Thomas find that the monthly payments of \$50.00 plus \$10.00 tax totalling \$60.00 is rather impossible, a reduction of \$40.00 plus \$10.00 tax totalling \$50.00 would be made to her.

Will you please advise her my message and to carry on the payments promptly as agreed each month. Please collect and forward it, as soon as possible, for I am very much in need of sums. Thank you kindly. I remain.

Yours very sincerely,

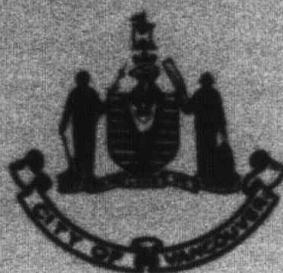
*D. Kishimoto*

D. Kishimoto



BUILDING DEPARTMENT  
(INCLUDING PLUMBING)

ANDREW HAGGART  
BUILDING INSPECTOR



TELEPHONE: FAIRMONT 2711

VANCOUVER, B. C.

5th May, 1943.

EVACUATION SECTION

Rec'd MAY 6 1943

File 10391

*afk J. Douet*  
*out*

Ref. Your File #10391

Mr. P. Douet,  
Administration Dept.,  
Japanese Evacuation Section,  
506 Royal Bank Bldg.,  
Hastings & Granville Strs.,  
City.

*await info  
from Health  
& Elec. Dept.*

Dear Sir:

Re 754-58 West 6th Ave.

With reference to a copy of the letter dated April 17th addressed to the City Electrician, I beg to advise an inspection has been made of these premises and all that this Department would require are repairs to the foundations, front verandah and steps; also a hand rail on the back steps on the upper floor.

Some clearance should be made around stove-pipes where they pass through V joint partitions.

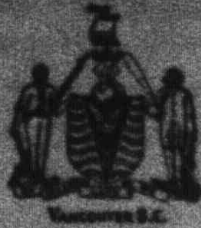
These repairs apply to all buildings.

Yours truly,

*A. Haggart*  
BUILDING INSPECTOR.

AH/KM.





CITY OF VANCOUVER

HEALTH OFFICE

CITY HALL

May 5th, 1943.

Report on 754 W. 6th Avenue

(Duplex) - 2 story frame dwelling - V joint partitions.

Lower floor

2 bedrooms, large kitchen and living room (wood stove).  
Lean-to at rear. Sink outside - O.K. (few cockroaches).

Toilet - very slow disposal - partially choked.

Upper floor

2 dilapidated rooms - vacant.

2 bedrooms, kitchen and living room (wood stove).

Sink outside rear - O.K. Toilet.

Operated by Mrs. J. Thomas, 758 W. 6th Avenue.

Widowed last day of February (3 children). No male assistance, no income yet from husband's death.

No proper garbage facilities or scavenging arrangements made.

J.E. Proud,  
District Sanitary Inspector.



1039A

May 6, 1943.

Mr. Roy C. Phipps,  
936 Rogers Building,  
470 Granville Street,  
Vancouver, B. C.

Dear Sir:

Re: Daisy KISHIMOTO, 734-750 West 6th Avenue

With reference to our letter of the 19th of April, we would advise that on the 22nd of April we were informed by the Agents for this property, Messrs. F. C. Gibbons & Co. Ltd., that Mrs. Thomas called at their office but was not prepared to make any further payment at the time, and advised that she was going to consult you on the whole matter. Up to the time of writing, apparently nothing has been paid by Mrs. Thomas, and from the attached copy of letter dated May 1st from Siskinoto, from whom the late Mr. Thomas purchased the property, you will observe that he is relying on funds due under the Agreement for his living expenses etc.

Mrs. Thomas does not seem to appreciate the position, and matters cannot be allowed to go on as at present. We understand that Mrs. Thomas is receiving slightly more than \$30.00 per month for rent, and as previously mentioned, apart from \$25.00 which she paid into this office on February 26th, neither we nor our Agents have received any payments.

We shall be glad to know if Mrs. Thomas has discussed this matter with you and if so, what proposals are suggested, to take care of the heavy arrears of rentals, repairs required by the City Hall, and regular monthly payments under the Agreement, as the position is getting worse each month and something definite must be done without delay.

Thanking you in anticipation of an early reply on this matter,

Yours truly,

F. Doust,  
Administration Department.

PD:BT  
Encl. 1

C.C. - F.C. Gibbons & Co. Ltd.  
C.C. - Mrs. Lillian Thomas, 734 W. 6th Ave.



10391

May 6, 1943.

Mr. Daiso Kishimoto,  
Japanese Registration No. 09137,  
Box 12,  
Grand Forks, B. C.

Dear Sir:

We are in receipt of your letter of the 1st instant, and regret that up to the time of writing we have had no definite proposal from Mrs. Thomas or her Solicitor as to what action will be taken regarding arrears due under the Agreement, and monthly payments. We have again written to Mrs. Thomas, her Solicitor, and the Agents who are handling this property, requesting that something definite be done about this matter without delay, as things cannot continue as at present. As soon as we have a reply to our letter we will advise you.

We much regret that these payments have fallen so much behind due to Mr. Thomas' illness in the first place, and then his fatal accident a little later on. From what we can gather, Mrs. Thomas so far has not received any compensation, and this has aggravated the position.

As stated, however, we will communicate with you just as soon as we hear from Mrs. Thomas' solicitor.

Yours truly,

P. Doust,  
Administration Department.

PD:BT



HEALTH DEPARTMENT

STEWART MURRAY  
M.D., D.P.H.  
MEDICAL HEALTH OFFICER



TELEPHONE FAIRMONT 2711

VANCOUVER, B. C.

May 10th, 1943.

Office of the Custodian of Alien Property,  
506 - 675 West Hastings St.,  
Vancouver, B. C.

Attention Mr. Donet

Dear Sir:-

Re: 754-758 West 6th Avenue,  
File No. 10391.

|                    |              |
|--------------------|--------------|
| EVACUATION SECTION |              |
| Rec'd              | MAY 11 1943  |
| File No.           |              |
| Ans.               |              |
| Referred           | <i>Donet</i> |

Attached are duplicate copies of Inspector Proud's report on the above noted premises as requested by you on April 17th, 1943.

From it, the plumbing appears to be in need of overhauling.

754 W. 6th Avenue has sufficient toilets and sinks. Under the Lodging House By-law, no bath or shower is required for this building. One of the toilets, however, requires attention.

Also, scavenging service and proper cans are lacking here.

In 758 W. 6th Avenue, a shower bath was installed but has since been disconnected. This should be considered again and I would suggest that it be made available for the tenants of 754 and 758 West 6th Avenue.

I trust the foregoing will provide the information you desire.

Respectfully yours,

CHIEF SANITARY INSPECTOR.

GAR:EM





## CITY OF VANCOUVER

HEALTH OFFICE

CITY HALL

May 10th, 1943.

### Report on 758 West 6th Ave.

2 story frame building. Store quarters downstairs.

Lower floor - occupied by Mrs. Thomas and 3 children.

Sink inside O.K. Toilet outside - rear - O.K.

#### Upper floor -

4 front rooms rented to one family (3)

2 rear rooms rented to one family (3)

Shower bath has been installed, rear E/side, but was never used. Now disconnected.

Sink outside rear. Choked waste for weeks.

Toilet outside rear O.K.

3-room cottage, rear, dilapidated (family - 4).

Sink only. Could not gain admission.

Use lower floor toilet in front (758).

J.E. Proud,  
District Sanitary Inspector.



10391

May 11, 1943.

Attention Mr. A. Haggart

The City of Vancouver,  
Building Department,  
City Hall,  
453 West 12th Avenue,  
Vancouver, B. C.

Dear Sirs:

Re: 754 - 58 West 6th Avenue  
Daiso KISHIMOTO

We thank you for your letter of the 5th instant regarding repairs required by your Department in connection with the above property, and would advise that we are taking this matter up with the owner through our Agents, Messrs. P. C. Gibbens & Company, in conjunction with the repairs required by your Health and Electricity Departments.

Yours truly,

P. Doust,  
Administration Department.

PD:BT



10391

May 11, 1943.

Attention Mr. G. A. Rogers

The City of Vancouver,  
Health Department,  
City Hall,  
453 West 12th Avenue,  
Vancouver, B. C.

Dear Sirs:

Re: 754-756 West 6th Avenue  
Daiso KISHIMOTO

We are very much obliged for your letter of the 10th instant, enclosing duplicate copies of your Inspector's report on the above premises, and would advise that we are taking this matter up with the owner through our Agents, Messrs. P. C. Gibbens and Company, in conjunction with the work required by your Building and Electricity Departments.

Yours truly,

P. Douet,  
Administration Department.

PD:BT



CITY ELECTRICIAN'S OFFICE

**VANCOUVER**  
CITY ELECTRICIAN



TELEPHONE FAIRMONT 2711

EVACUATION SECTION

Rec'd JUN 10 1943

File No.

Ans

Referred

*Drout*

*aut.*

VANCOUVER B.C.

June 10th 1943.

FILE NO. 1433.

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

ATTENTION MR DOUET.

Dear Sir:-

Re:- 754-56-58 West 6th Avenue.  
Your file no. 10391

With reference to your letter of April 17th 1943, re the defective electrical wiring in the above-mentioned buildings, we have had these building rechecked and our Inspector reports as follows:-

In the buildings known as 756 and 758 the electrical wiring is O.K. In the building known as 754 the following repairs are required.

- (1) A new service is required.
- (2) Hall lights are to be installed in conduit and on a separate circuit.
- (3) An appliance plug is to be installed in each kitchen of each housekeeping unit.
- (4) Basement wiring to be installed in conduit.
- (5) General repairs to fittings are required.

Trusting this is the information that you require.

LHM/NA

Yours truly,

*L. H. Miller*  
ACTING CITY ELECTRICIAN.



Japanese Reg. #09147  
P. O. Box 18  
Grand Forks, B. C.

File No. 10391

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| Paid               | JUN 19 1943 |
| File No.           |             |
| Ans.               |             |

June 17 1943 *Direct*  
*ack*

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

Dear Mr. Shears:

I acknowledge the receipt of the letter dated May 6, 1943 and am much concerned over the trouble of not being able to receive any definite proposal from Mrs. J. Thomas or from her Solicitor, Mr. Roy Phipps Barrister as to what movement they've taken under the Sales Agreement and under the agreed due monthly payments.

One year has elapsed since last paid with the interest included. As this cannot continue, I will take a definite steps with the lawyer to settle this property matter, after receiving your notification as to whether Mrs. J. Thomas is carrying out the Agreement, on monthly payment or not. If, on the other hand, the sum is paid, will you please send it immediately and forward my request to Mrs. J. Thomas to make her monthly payment promptly without fail, for I am very much in need of it.

Will you please take this matter up as soon as possible.

Thank you cordially for your kind attention.

Yours very sincerely,

*D. Kishimoto*

D. Kishimoto



10391

June 23, 1943.

P. G. Gibbons & Co. Ltd.,  
254 East Hastings Street,  
Vancouver, B. C.

Dear Sir:

Attention: Mr. G. Swain.

Re: Daizo KISHIMOTO & Jacob  
Thomas - 754 West 6th Ave.

With further reference to the correspondence we have had with you in connection with the above, and our telephone conversation of this morning, we regret to learn that you have not been able to collect any further rent from Mrs. Thomas but understand that you will be calling on her tomorrow and await with interest to hear the result of your visit. In the meantime as advised you, the water department have been advising us that there is a water bill outstanding of \$10.35 which if not paid immediately by Mrs. Thomas, will result in the water being cut off. We shall be glad if you will explain this to Mrs. Thomas and get her to settle this item forthwith.

The writer is very worried about the heavy arrears due in connection with the purchase of this house by Mrs. Thomas and anything you can do to make Mrs. Thomas realize the seriousness of the matter, will be appreciated. Will you kindly telephone us as early as possible on this matter.

Yours truly,

P. Douet.  
Administration Department.

PD/MFP



10391

July 10, 1943.

Mr. Daiso Kishimoto,  
Japanese Registration No. 09137,  
P. O. Box 12,  
Grand Forks, B. C.

Dear Sir:

With reference to your letter of the 17th of June, we regret that although we have been in touch with Mrs. Thomas' Solicitor and with P.C. Gibbons & Co. Ltd., the Agents who are handling this property, we have not been able to get any satisfaction from either of the above regarding the amount owed by Mrs. Thomas on this property. We have now taken the matter up again and hope to write you fully at an early date on this matter.

Yours truly,

P. Douet,  
Administration Department.

PD:BT



10391

July 10, 1943.

Attention Mr. G. Swain

P. C. Gibbens & Co. Ltd.,  
254 East Hastings Street,  
Vancouver, B. C.

Dear Sirs:

Re: Daizo KISHIMOTO & Jacob Thomas  
745 West 6th Avenue

With reference to our letter of the 23rd of June regarding the above, we regret not having heard from you on this matter, and shall be glad if you will 'phone us early next week and advise us the result of the visit made recently to Mrs. Thomas.

You will recall that we suggested to you some little time back that arrangements should be made for the tenants to pay you their rent direct and not to Mrs. Thomas, in view of the fact that we are getting no funds from her.

We are hoping to hear that some satisfactory arrangement has been fixed up with Mrs. Thomas, as the position has now become very serious and we have had another request from Mr. Kishimoto for funds.

Yours truly,

P. Douet,  
Administration Department.

PD:BT





# 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.

26th July 1943.

| EVACUATION SECTION |                  |
|--------------------|------------------|
| Rec'd              | JUL 27 1943      |
| File No.           | 10391            |
| Ans.               |                  |
| Referred           | <i>Donut-out</i> |

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

Attention Mr. P. A. Doust

Dear Sirs:-

re: Daise KISHIMOTO & Jacob Thomas  
717 745 West 6th Ave.

The writer has been in touch with Mrs Thomas for some little time, and interviewed her again today.

Mrs Thomas is receiving the sum of \$22.50 per month, or has been receiving this sum since the time of the death of Mr Thomas up to the end of June, this account of the children, she does not receive anything for herself, as, we understand she is not the legal wife of the Deceased, we understand the legal wife lives in Alberta, and has signified her intention of filing a claim with the Workmens Compensation Board but up to the present time has not done so, hence the delay in Mrs Thomas receiving anything for herself, also the Board does not know when this will be straightened out.

The Life Insurance Policy has failed to show up, and we do not think there is a policy in force otherwise we would have had concrete evidence of it before this.

Mrs Thomas will not agree to our collecting the rents, but gave us another promise that she would pay monthly, and the writer collected Ten dollars on account, today.

*Established Over A Quarter Of A Century*





# 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.

(2)

The improvements that the Civic Officials require to be made, will involve a large sum and we fail to see where this money will be coming from, this in itself is quite a problem.

In view of all the circumstances, we think that steps should be taken to regain possession of the property, and, in our opinion this should be done immediately.

Yours very truly

P.C.GIBBENS & CO LTD,

S-s.

per



10391

July 29, 1943.

Attention Mr. G. Swain,

Messrs. P. C. Gibbens & Co. Ltd.,  
254 East Hastings Street,  
Vancouver, B. C.

Dear Sirs:

Re: 754/758 West 6th Avenue  
Daiso KISHIMOTO & Jacob Thomas

We thank you for your letter of the 26th instant regarding the above.

We are very disappointed that after all this time you have only been successful in obtaining from Mrs. Thomas \$10.00 on account of the very heavy arrears under the Agreement for Sale. The position now is a very serious one indeed, and in view of the fact that Mrs. Thomas has been receiving, we understand, approximately \$90.00 per month in rent plus the \$22.50 mentioned in your letter, we do not understand why you have not collected at least \$25.00 per month from this account since February last when Mrs. Thomas paid you this amount, and we understood would be paying a similar amount regularly.

For your information we enclose copy of our letter of even date to Mr. Phipps, Mrs. Thomas' Solicitor, whom we saw this morning—we will advise you as soon as we have any definite information from the above gentleman.

Yours truly,

P. Douet,  
Administration Department.

PD:BT

Encl.



File No. 10391

July 29, 1943.

Re: Deise KISHIMOTO & Jacob Thomas  
754/758 WEST 6TH AVENUE, VANCOUVER

|  |              |
|--|--------------|
| Purchase Price of Property                               | \$2000.00    |
| Less cash paid to Kishimoto<br>May, 1942 under Agreement | <u>50.00</u> |
| Balance.....   | \$1950.00    |

Amounts Paid to Custodian's Office:-

Property Acct. Tax Acct.

|           |         |         |                  |
|-----------|---------|---------|------------------|
| June 1942 | \$50.00 | \$10.00 |                  |
| July "    | 50.00   | 10.00   |                  |
| Sept. "   | 50.00   | 10.00   |                  |
| Nov. "    | 50.00   | 10.00   |                  |
| Feb. 1943 | 25.00   | --      | <u>\$ 265.00</u> |

Balance Principal Outstanding ..... \$1685.00

Amount in Arrears under Agreement:-

|   |               |
|---|---------------|
| 9 1/2 months @ \$50.00 per month - Property | \$475.00      |
| 10 " " 10.00 " " Taxes                      | <u>100.00</u> |

Total in Arrears at July 15, 1943 \$575.00

(The above includes interest on principal  
@ 5% per annum)

Notes: The \$40.00 received by us on account of Taxes  
was paid by us to the City of Vancouver,  
(\$20.00, Aug. '42 and \$20.00, Nov. '42), but  
these taxes outstanding to date are \$395.71.



PA 7017

10391

July 29, 1943.

Mr. Roy G. Phipps,  
936 Rogers Building,  
470 Granville Street,  
Vancouver, B. C.

Dear Sir:      Re:   Daizo KISHIMOTO & Jacob Thomas  
                              754/758 West 6th Avenue

With reference to the correspondence we have had with you in connection with the above, our telephone conversations and our call on you this morning, as requested we attach a short statement showing the position to date regarding payments made under the Agreement to purchase the above property by the late Mr. Thomas and Mr. D. Kishimoto. It will be seen from the statement that the arrears on account of the property amount to \$475.00 plus \$100.00 due on account of taxes, so that the total arrears amount to \$575.00

Apart from the \$10.00 which Messrs. P. C. Gibbens, agents for the property, have just advised us was paid to them by Mrs. Thomas a few days ago, no payments have been made by her since the \$25.00 paid in February last. We understood Mrs. Thomas has been receiving the rents of about \$90.00 per month, and we now learn from Gibbens that she is receiving the sum of \$22.50 per month from, we believe, The Workman's Compensation Board -- this on account of her children. We understood that Mrs. Thomas would pay at least \$25.00 per month subsequent to the February payment, but this has not been done. The position is now a very serious one, and we understand, that with the attached statement before you, you will see Mrs. Thomas at once and advise us early next week exactly what arrangements will be made to pay up the arrears due and for us to receive a regular amount each month. This matter has already gone too far, and we are glad to learn that you will impress upon Mrs. Thomas the gravity of her position, and certainly drastic action will have to be taken unless a substantial portion of the arrears is remitted to us and regular payments made in future.

We await with interest your early communication after your interview with Mrs. Thomas,

Thanking you, we remain,

Yours faithfully,

P. Douet  
Administration Department

PD/ms



10591

Legal Department

912 Royal Bank Bldg.,  
Vancouver, B. C.  
August 21st, 1943.

Messrs. Locke, Lane, Guild & Sheppard,  
Barristers & Solicitors,  
703 Rogers Building,  
Vancouver, B. C.

Attention: Mr. F.A. Sheppard.

Gentlemen:

Re: Daise KISHIMOTO.

This file was brought to me a few minutes ago for the first time by Mr. Russell of the Administration Department. I have not had an opportunity to read all the correspondence, but as another file is going forward to you in connection with the McDougall case, I have decided to present the facts as I understand them, and suggest that we discuss the matter the early part of the week.

Daise KISHIMOTO, an evacuee, registered his property on the 3rd of June, 1942, and the J.P. form indicates that there is a balance due on houses sold to Jacob Thomas. You will find on the file a copy of an agreement made on the 27th of April, 1942, between Daise KISHIMOTO and Jacob Thomas, which provides for payment of \$50.00 monthly and certain tax payments. A statement of the payments made is also on the file under date of July 29th, 1943, but I also note in a letter addressed to Roy G. Phipps under date of July 29th, 1943 by Mr. Doust, that \$10.00 had been paid by a Mrs. Thomas to P.C. Gibbons & Co. Ltd. the latter part of July.

The purchaser, Jacob Thomas, died on or about the first of March, 1943, as the result of an industrial accident, and so far as we know, intestate. We understand that his lawful widow, Mrs. Tofina Thomas, resides in Barrymore, Alberta. We have no information concerning issue. Mrs. Thomas in Barrymore has not succeeded in securing compensation, due to her failure in satisfying the Board that the deceased was maintaining her at the time of his death. Mrs. Thomas, ~~Barrymore~~ wife, residing in Vancouver, has not collected for the reason that she had not been maintained



for seven years.

No personal representatives have been appointed. There is a rooming house on this property and I am advised that the gross revenue amounts to approximately \$90.00 per month, now being collected by Mrs. Vancouver Thomas. The taxes are heavily in arrears and the property has been condemned by the City authorities who now require certain plumbing improvements, amounting several hundred dollars.

It is noted that under Section 12 of the Administration Act, administration to a creditor where the executor is residing out of the jurisdiction will not be granted until 12 months after death and this would mean that we would have to wait until next March. It is suggested that we may find a course open under Section 13 of the Act and that the Court might nominate a local Trust Company.

We would like to discuss the case with you after you have had an opportunity to go over the file.

Yours truly,

K. B. WRIGHT  
COUNSEL TO THE CUSTODIAN

KW/S



10391  
Legal Department

912 Royal Bank Bldg.,  
Vancouver, B. C.  
August 27th, 1943.

Messrs. Locke, Lane, Guild & Sheppard,  
Barristers & Solicitors,  
470 Granville Street,  
Vancouver, B. C.

Gentlemen:

Re: Daiso HIGHBURY.

The following have just been received by the writers:

Letter from Messrs. P. C. Gibbens & Co. Ltd. to Custodian, dated  
24th August, 1943.

Letter from Messrs. Norris & MacLennan to Messrs. P. C. Gibbens  
& Co. Ltd. dated August 18th, 1943.

Copy of letter from D. Kishimoto to Messrs. Norris & MacLennan  
dated 16th August, 1943.

The file herein was sent to you some days ago and we  
would therefore be obliged if you would communicate with Messrs.  
P. C. Gibbens & Co. Ltd. as well as Messrs. Norris & MacLennan,  
and advise that you have the matter in hand on our behalf.

Yours truly,

E. F. WRIGHT  
COUNSEL TO THE CUSTODIAN

EDW/E.  
Encs.

*Locke Lane Sheppard*



LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

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

703 Rogers Building

Vancouver, B. C.

August 30th, 1943.

|          |             |
|----------|-------------|
| Rec'd    | AUG 31 1943 |
| File No. |             |
| Ans.     |             |
| Referred |             |

K. W. Wright, Esq.,  
Counsel to the Custodian,  
912 Royal Bank Building,  
675 West Hastings Street,  
VANCOUVER, B.C.

Dear Sir:-

Re - Daizo Kishimoto  
Your file No. 10391 - Legal Department.

In this matter I had a meeting this afternoon with Mr. Roy Phipps acting for Mrs. Thomas and Mr. McLennan representing Kishimoto. Mr. Phipps advised that the gross monthly takings of Mrs. Thomas amount to \$80.00. There is one vacancy which will be vacant until a stairway is fixed to reach it and until other repairs and furnishing is done. He further advised that Mrs. Thomas pays \$24.00 per month for water, light and heat, that the net rentals received by her monthly are \$56.00. He offered on behalf of Mrs. Thomas to rent the premises at \$35.00 per month for six months and thought that in February next she might be able to increase the rental to \$50.00 per month. He also advised that the \$80.00 monthly gross receipts were received in respect of furnished apartments, Mrs. Thomas supplying the furniture. It was agreed that I would ask you to get tomorrow a valuation of the property involved from two points of view :-

- (a) Sale.
- (b) Rental value.

The property comprises 754, 756 and 758 West 6th Avenue,  
Vancouver, B.C.

I do not suppose that it will be possible to prevent Mrs. Thomas getting the rents which fall due on the 1st of the month but I think it would be advisable that

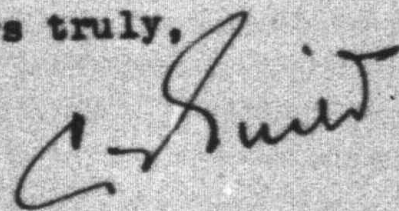


- 2 -

K.W.Wright, Esq.,

we obtain this valuation as quickly as possible and when that is obtained I would suggest that yourself and the writer might review the situation before I again meet with the solicitors referred to.

Yours truly,

A handwritten signature in cursive script, appearing to read "C. Wright".

CKG:EB



ESTABLISHED 1887

# Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 5241

418 HOWE STREET  
VANCOUVER, CANADA  
September 15th, 1943.

Rec'd Sept 17  
File No. \_\_\_\_\_  
Ans. \_\_\_\_\_  
Referred \_\_\_\_\_

Department of the Secretary of State,  
Office of the Custodian,  
912 Royal Bank Building,  
VANCOUVER, British Columbia.

Dear Sir:

Re: Daizo Kushimoto,  
754, 756, 758 West 6th Avenue.

Attention Mr. Wright.

RECEIVED SECTION  
SEP 27 1943  
Rec'd \_\_\_\_\_  
File No. 103-11  
Ans. \_\_\_\_\_  
Referred Wright

*sent to L.R. G. Sheppard*

758 is a store with rooms above.

754 is a 6-roomed house.

756 is a small house at the rear.

All of these buildings are very old and in a very dilapidated condition. There is a toilet and sink for each building. All these buildings are lined with lumber and have no plastering or heating facilities.

We would place a value of \$1100 on them.

Our bill enclosed.

Yours truly,

PEMBERTON REALTY CORPORATION LIMITED.

*W. G. Moore*

W. G. Moore.

WGM-JM  
Enc.



File 10391

ESTABLISHED 1887

# Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

418 HOWE STREET  
VANCOUVER, CANADA

September 16th, 1943.

COPY

Department of the Secretary of State,  
Office of the Custodian,  
912 Royal Bank Building,  
VANCOUVER, British Columbia.

Re: 754, 756, 758 (rear) West 6th Ave.

Dear Sir:

In accordance with instructions, we have examined the above property for a rental value.

Mrs. Thomas, the present tenant, informs us that she is obtaining the following rentals at present:

|   |                      |
|---|----------------------|
| 754 W. 6th, upper floor                               | \$16.00 monthly      |
| 754 W. 6th, lower "                                   | 20.00 "              |
| 758 W. 6th, lower "                                   | 14.00 "              |
| 756 W. 6th, upper "                                   | 20.00 "              |
| 756 W. 6th, upper rear floor, occupied by Mrs. Thomas |                      |
| 758 W. 6th, rear house                                | <u>12.00 monthly</u> |

Total . . . . . \$82.00, plus free suite

These are apparently the fixed basic rentals.

In our opinion, these rentals are higher than other rentals prevailing at the basic date for similar accommodation.

Our valuation for the property is as follows:

|                         |                       |
|-------------------------|-----------------------|
| 754 W. 6th, upper floor | \$10.00               |
| 754 W. 6th, lower "     | 12.50                 |
| 758 W. 6th, Lower "     | 10.00                 |
| 756 W. 6th, upper front | 10.00                 |
| 756 W. 6th, upper rear  | 6.00(now rented free) |
| 758 W. 6th, rear house  | <u>7.50</u>           |

Total . . . . . \$56.00

(P.T.O.)



Office of the Custodian

(2)

September 16, 1943.

We submit they are obtaining higher rental than justified, owing to the housing shortage. The buildings are very old and dilapidated and would not prove a very satisfactory holding if conditions were normal.

Yours truly,

PEMBERTON REALTY CORPORATION LIMITED.

W. G. Moore.

WGM-JM



ESTABLISHED 1887

# Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

418 HOWE STREET  
VANCOUVER, CANADA  
September 16th, 1943.

|          |             |
|----------|-------------|
| Rec'd    | SEP 17 1943 |
| File No. | 10311       |
| Ans.     | MR SKEARS   |
| Referred |             |

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| Rec'd              | SEP 27 1943 |
| File No.           |             |
| Ans.               |             |
| Referred           |             |

Department of the Secretary of State,  
Office of the Custodian,  
912 Royal Bank Building,  
VANCOUVER, British Columbia.

Re: 754, 756, 758 (rear) West 6th Ave.

Dear Sir:

In accordance with instructions, we have examined the above property for a rental value.

Mrs. Thomas, the present tenant, informs us that she is obtaining the following rentals at present:

|   |                          |
|---|--------------------------|
| 754 W. 6th, upper floor                               | \$16.00 monthly          |
| 754 W. 6th, lower "                                   | 20.00 "                  |
| 758 W. 6th, lower "                                   | 14.00 "                  |
| 756 W. 6th, upper "                                   | 20.00 "                  |
| 756 W. 6th, upper rear floor, occupied by Mrs. Thomas |                          |
| 758 W. 6th, rear house                                | 12.00 "                  |
| Total . . . . .                                       | \$82.00, plus free suite |

These are apparently the fixed basic rentals.

In our opinion, these rentals are higher than other rentals prevailing at the basic date for similar accommodation.

Our valuation for the property is as follows:

|                         |                        |
|-------------------------|------------------------|
| 754 W. 6th, upper floor | \$10.00                |
| 754 W. 6th, lower floor | 12.50                  |
| 758 W. 6th, " "         | 10.00                  |
| 756 W. 6th, upper front | 10.00                  |
| 756 W. 6th, upper rear  | 6.00 (now rented free) |
| 758 W. 6th, rear house  | 7.50                   |
| Total . . . . .         | \$56.00                |

(P.T.O.)



Baise KISHIMOTO  
P.O. Box 12  
Reg. #09137  
Grand Forks, B. C.

Para Letter #128  
File #10391

Sept. 20, 1943

Mr. B. H. Gibson  
Office of the Custodian  
306 Royal Bank Bldg.  
Vancouver, B. C.

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| RECEIVED           | SEP 23 1943 |
| FILED              | 10391       |
| APPROVED           | 10391       |
| RECEIVED           | Gibson      |

Dear Mr. Gibson:

I am in receipt of your letter dated  
Aug. 27, 1943.

Although the letter stated that you  
were willing to assist me in maintaining  
same by payment of premiums under the  
certain circumstances, I have and am  
paying through my own hands. Therefore,  
your assistance to the payment of the  
LIFE INSURANCE PREMIUMS will be unnecessary.

Thank you for your notification.

Yours very truly,

*B. Kishimoto*

B. Kishimoto



File 10391

October 20th, 1943.

MEMORANDUM

TO: MRS. A.G. McARTHUR and  
MR. P.H. RUSSELL

FROM: MR. K.W. WRIGHT

Re: Daise Kishimoto

|                |                    |
|----------------|--------------------|
| EVACUATION SEC |                    |
| Rec'd          | OCT 21 1943        |
| File No.       |                    |
| Att.           |                    |
| Initialed      | <i>[Signature]</i> |

The following is contents of a letter received from Messrs. Locke, Lane, Guild and Sheppard under date of October 16th:

"Herewith copy of offer made by Mr. Phipps on behalf of his client, Mrs. Thomas, for purchase of the Kishimoto property. Copy of this letter is being sent to Mr. McLennan, who doubtless will wish to communicate with the Japanese whom he represents.

In the meantime if you have any further instructions for us, we will be glad to have them."

We will be glad to have your comments.

KWW/DG  
Attach

*[Signature]*  
K.W. WRIGHT



C  
O  
P  
Y  
Vancouver, B.C.  
Oct. 14, 1943.

Messrs. Locks, Lane, Guild & Sheppard,  
Barristers etc.,

City

MR. GUILD

Dear Sirs:

Re: Kishimoto and Mrs. Thomas

Following our conversations in the above matter and after studying the reports of Pemberton & Sons which you were good enough to send me, I am instructed by Mrs. Thomas to make the owner through you this offer to purchase the property in question, namely:

Purchase price, \$1350.00, payable \$175.00 in cash  
and the balance at the rate of \$50.00 monthly to  
include interest at 6% per annum.

While it is realized that the offer is greater than the valuation placed upon the property by Pemberton & Sons, it is hoped that will be an inducement to sell to my client, who is prepared with assistance she is receiving to make this offer and to carry out its terms.

I hope that you will be able to let me know the owner's decisions in the next few days.

Yours truly,

"ROY G. PHELPS"



File 10391

October 20th, 1943.

**MEMORANDUM**

TO: MRS. A.G. McARTHUR and  
MR. P.H. RUSSELL

FROM: MR. K.W. WRIGHT

Re: Daino Kishimoto

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| Rec'd              | OCT 21 1943 |
| File No.           |             |
| Ref'd              |             |

out to Locke Lane 20 S

The following is contents of a letter received from Messrs. Locke, Lane, Guild and Sheppard under date of October 16th:

"Herewith copy of offer made by Mr. Phipps on behalf of his client, Mrs. Thomas, for purchase of the Kishimoto property. Copy of this letter is being sent to Mr. McLennan, who doubtless will wish to communicate with the Japanese whom he represents.

In the meantime if you have any further instructions for us, we will be glad to have them."

We will be glad to have your comments.

KWW/DC  
Attach

  
K.W. WRIGHT

*Mrs. McArthur is replying to  
dealing with the matter*

*MW*  
29  
10



ESTABLISHED 1887

# Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

418 HOWE STREET  
VANCOUVER, CANADA  
October 21, 1943.

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| Rec'd              | OCT 22 1943 |
| File No.           |             |
| Ass.               |             |
| Referred           |             |

REF # 69137

FHE 10291

*in appraisal of  
754, 756, 758 W 6th*

Department of the Secretary of State,  
Office of the Custodian,  
506 Royal Bank Building,  
VANCOUVER, British Columbia.

Attention Mr. Wright.

Re: Daiso Kashiimoto and  
754, 756, 758 West 6th Ave.

Dear Sirs:

We have your letter re the above and find that this  
account has been paid twice.

Enclosed please find cheque for \$5.00.

Yours truly,

PEMBERTON REALTY CORPORATION LIMITED.

*W. G. Moore*

W. G. Moore.

WGM-JM  
Enc.

*Wright*



File No. 10391

October 25th, 1943.

MEMORANDUM.

TO: MR. K. W. WRIGHT.

FROM: A. G. McARTHUR.

Re: Daizo KISHIMOTO.

Your request for comments has been received and since the facts of this case were presented to you by Mr. Russell, I have discussed the matter with him.

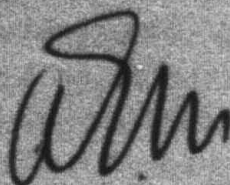
Mr. Guild's letter of August 30th implies that the Custodian is in a position to accept or refuse the offer of Mrs. Thomas as submitted by her Solicitor Mr. Phipps.

I do not know whether it has been decided by counsel that the option agreement entered into between Kishimoto and Jacob Thomas is binding. If so, I cannot see how we are free to entertain proposals relative to a new sale until appropriate action has been taken to recover the property from the Thomas Estate. If not, the file does not indicate this decision.

If the option can be held to have terminated for default, then both Mr. Thomas, and Mrs. Thomas since his death would appear to be accountable to Kishimoto for rents collected, and if the contract is at an end on what grounds does Mrs. Thomas refuse to let Kishimoto's agent, P. C.

Gibbens collect the rents? (Letter July 26/43). *Mr. Phipps suggests no adjournment of rents.*

If the option has not terminated then by what right can Kishimoto rent or sell?



A. G. McARTHUR.

AGM:AS



10391  
Evacuee Section

912 Royal Bank Bldg.,  
Vancouver, B. C.  
October 26th, 1943.

Messrs. Locke, Lane, Guild & Sheppard,  
Barristers & Solicitors,  
703 Rogers Building,  
Vancouver, B. C.      Attention: Mr. A. A. Sheppard.

Gentlemen:      Re: Daiso KISHIMOTO

We have your letter of the 16th instant with copy of offer made by Mr. Phipps on behalf of Mrs. Thomas. It is noted that Mr. McLennan is to communicate with Daiso Kishimoto.

Will you be kind enough to let us have your opinion as to the rights of the Custodian to consider the offer in view of the agreement made between Daiso Kishimoto and Jacob Thomas under date of 27th day of April, 1942. If the option has been terminated by default, then both the estate of Thomas and Mrs. Thomas since his death appear to be accountable to us for rents. No adjustment of arrears is referred to in the correspondence and we will be obliged if you will write us on this point as well. We also note that certain correspondence took place with members of our Evacuation Section relative to a new contract of \$25.00 per month and on February 26th, 1943, \$25.00 was received from Mrs. Thomas.

We return herewith File #10391 in order that you may give these matters your further consideration.

Yours truly,

K. V. WRIGHT  
COUNSEL TO THE CUSTODIAN

KW/v



LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

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

703 Rogers Building

Vancouver, B. C.

November 12th, 1943.

CABLE ADDRESS: "MAYERS"  
TELEPHONE: PACIFIC 7137

The Custodian's Office,  
Department of Secretary of State,  
912 Royal Bank Building,  
Vancouver, B.C.

|               |             |
|---------------|-------------|
| ENEMY SECTION |             |
| Rec'd         | NOV 13 1943 |
| File No.      |             |
| Ref'd         |             |

For K.W. Wright, Esq.

Dear Sir:

Re: Daizo Kishimoto - File No. 10391  
Evacuee Section.

We have to acknowledge receipt of yours of the 26th of October. During the writer's absence from the City we received a communication from Mr. McLennan enclosing copy of a letter dated October 25th from Daizo Kishimoto to him. By way of comment on Kishimoto's letter, Mr. McLennan says, "It seems to us that he is being very reasonable in his proposal and we would like to have your views as to what can be done in this connection". Upon receipt of Mr. McLennan's letter in my absence copy of Kishimoto's letter was sent to Mr. Phipps and he 'phoned me on my return to the City that he is prepared to improve his offer by making the cash payment \$250.00 instead of \$175.00.

It will be for you to decide whether you wish to accept Mr. Phipps offer or whether you wish to decline the same.

I take it that Mr. Phipps' offer is an offer made with a view of starting clear and clean, Mrs. Thomas and the estate of the deceased Thomas being released from any further obligation under the original deal and any modifications thereof. The original document was merely an option and we do not think any release is necessary for either the estate of Thomas or from his widow. We accordingly do not anticipate any difficulty closing out the deal if the terms of it are such as you are prepared to approve, notwithstanding Kishimoto's letter. If that be the case, I will be glad to discuss



The Custodian's Office

#2

the matter further with you, if you so desire.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD

Per: *CyS*

CKG/MB



10391  
Evacuee Section

912 Royal Bank Bldg.,  
Vancouver, B. C.  
November 22nd, 1943.

Messrs. Locke, Lane, Guild & Sheppard,  
Barristers & Solicitors,  
703 Rogers Building, Attention: Mr. Guild,  
Vancouver, B. C.

Gentlemen:

Re: Daiso KISHIMOTO.

Your communication of the 12th instant was duly received.

Will you be kind enough to furnish us with a copy of Kishimoto's letter to Mr. McLennan under date of 25th October, 1943. Will you also please let us know if you have informed Mr. McLennan regarding the improved offer which you received from Mr. Phipps. What are his views about the new offer? We do not think that Mrs. Thomas and the estate of the deceased Thomas should be released from any obligation under the original deal if such an offer is accepted. They should account for rents collected and make some settlement apart from submitting an offer to purchase that is satisfactory.

We return File #10391.

Yours truly,

L. E. WRIGHT  
COUNSEL TO THE CUSTODIAN

KW/v  
Encl.







...of the ... ..  
... that Mr. ... thought he could get a better  
... than ... than he could for one no, he  
... getting it for her & then transferring the  
... of sale to ... Of course I did not see at the  
... but what that would be OK, as I that Mrs. Thomas  
... Thomas. You advised me that she was not  
... of Mr. Thomas.

... to believe that the transfer would be ...

... Thomas asked me to let her have the "rent  
... for ... as she would to square up some  
... T. that it could start collecting the rent for  
... some did pay me, T. some paid Mrs.  
... But for Mrs. Thomas has demanded that  
... must be paid to her. Of course I have no  
... to collect or am not doing so. The money I  
... \$2.25 deposited in the bank to be used  
... can settle.

... the material with which to fix up the  
... T. this should be deducted from the  
... I hold in trust. I expect to donate my labor  
... other repairs needed - which is a lot!

... I must obtain materials with which to  
... the water pipes - the price of this should  
... deducted from trust funds.

... can see your way clear to advise Mr.  
... to complete the "Agreement of Sale"  
... of agreement, I will turn over the







**LOCKE, LANE, GUILD & SHEPPARD**

Barristers & Solicitors

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

703 Rogers Building

Vancouver, B.C.

December 14th, 1943.

ENEMY SECTION

Rec'd DEC 15 1943

File No. 10391

Ans'd

Refer'd For Mr. Wright.

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

Dear Sir:

Re: Daizo Kishimoto.

We have received two letters from Mr. MacLennan dated the 9th and 10th of December respectively. In the first letter Mr. MacLennan advises Mr. Kishimoto has written them informing them that he has received an offer from one J. W. Hober, of 754 West 6th Avenue, Vancouver, to buy the property at 754 - 758 West 6th Avenue for \$1400.00 payable \$250. cash and \$50. per month thereafter, with interest at 6%. Mr. Kishimoto advises them that he wishes this offer to be accepted and Mr. MacLennan asked us to obtain the Custodian's approval of Mr. Hober's offer so that the matter may be completed.

In his letter of the 10th of December Mr. MacLennan informs us that he had interviewed Mr. Hober who stated to Mr. MacLennan that Mrs. Thomas had advised him, Hober, that she would sell the premises to him for \$1400 payable \$250.00 in cash and \$50.00 thereafter per month and that he, Hober had left the cheque with Mr. Phipps, solicitor for Mrs. Thomas in that connection, the cheque being made out in favour of Mr. Hober but not endorsed by him and further that Hober had agreed to purchase certain furniture from Mrs. Thomas, which he was willing to purchase. Mr. MacLennan goes on, "Under these circumstances, you will, of course, take immediate steps to have Mrs. Thomas account for the monies she has received which, in reality, belong to Mr. Kishimoto, and make it possible for the premises to be sold to Mr. Hober on the basis outlined to you in our last letter, and which is acceptable to Mr. Kishimoto." Mr. MacLennan proceeds, "The Custodian's position is not a very happy one in this case if he does see to it that Mrs. Thomas accounts for the rents which she has been receiving."

We will be glad to have your instructions.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD. PER:

CKG/ME



LOCKE, LANE, GUILD & SHEPPARD  
Barristers & Solicitors,  
703 Rogers Building,  
Vancouver, B. C.

December 14th, 1943.

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

For Mr. Wright.

Dear Sir:

Re: Daiso Kishimoto.

We have received two letters from Mr. MacLennan dated the 9th and 10th of December respectively. In the first letter Mr. MacLennan advises Mr. Kishimoto has written them informing them that he has received an offer from one J. W. Hober, of 754 West 6th Avenue, Vancouver, to buy the property at 754-758 West 6th Avenue for \$1400.00 payable \$250. cash and \$50. per month thereafter, with interest at 6%. Mr. Kishimoto advises them that he wishes this offer to be accepted and Mr. MacLennan asked us to obtain the Custodian's approval of Mr. Hober's offer so that the matter may be completed.

In his letter of the 10th of December, Mr. MacLennan informs us that he had interviewed Mr. Hober who stated to Mr. MacLennan that Mrs. Thomas had advised him, Hober, that she would sell the premises to him for \$1400. payable \$250.00 in cash and \$50.00 thereafter per month and that he, Hober had left the cheque with Mr. Phipps, solicitor for Mrs. Thomas in that connection, the cheque being made out in favour of Mr. Hober but not endorsed by him and further that Hober had agreed to purchase certain furniture from Mrs. Thomas, which he was willing to purchase. Mr. MacLennan goes on, "Under these circumstances, you will, of course, take immediate steps to have Mrs. Thomas account for the monies she has received which, in reality, belong to Mr. Kishimoto, and make it possible for the premises to be sold to Mr. Hober on the basis outlined to you in our last letter, and which is acceptable to Mr. Kishimoto." Mr. MacLennan proceeds, "The Custodian's position is not a very happy one in this case if he does see to it that Mrs. Thomas accounts for the rents which she has been receiving."

We will be glad to have your instructions.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD

Per: FAS



File #10391

MEMORANDUM

December 18th, 1943.

TO: MRS. A. McARTHUR

FROM: MR. K. W. WRIGHT

Re: Daiso KISHIMOTO and  
754, 756, 758 West 6th Ave.

I leave with you the file and on this you will find a letter from Messrs. Locke, Lane, Guild & Sheppard under date of 14th instant, together with a letter from Mr. J. W. Hober under date of 13th instant. We have not replied to these letters.

Mr. Guild has telephoned two or three times during the week and we have explained that this is one of your cases and that you have been absent on account of illness. He telephoned this morning and said that Mr. McLennan is pressing for an immediate answer.

I talked the matter over with Mr. Shears yesterday and he is in agreement with the suggestion that we divest and permit Kishimoto to execute the documents of transfer. Mr. Guild is of opinion that this would be the most satisfactory way of handling the case under the circumstances and will advise Mr. McLennan to this effect if you agree. I told Mr. Guild that we would give him a definite answer on Monday but I will be away at Mission all day.

We have been informed by Mr. Guild that it would be useless to try to recover the rents collected from Mrs. Thomas but you might mention this to him again for your own satisfaction.

I leave with you a form of Release and would be obliged if you would discuss the matter with Mr. Guild on Monday in order that he may communicate with Mr. McLennan.

KWW/W  
Attache.

  
K. W. WRIGHT

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| Rec'd              | DEC 20 1943 |
| File               |             |
| Ans.               |             |
| Referred           | M. Arthur   |



18392

Exchange Section

912 Royal Bank Bldg.,  
Vancouver, B. C.  
December 21st, 1943.

Messrs. Locke, Lane, Guild & Sheppard,  
Barristers & Solicitors,  
703 Rogers Building,  
Vancouver, B. C.

Attention: Mr. Guild

Gentlemen:

Re: Daiso KISHIMOTO and  
734-735-736 West 6th Ave.

This will confirm our recent telephone conversation relative to releasing this estate from the control and management of the Custodian.

This step will permit Kishimoto to execute a transfer of the property on such terms as he deems proper and at the same time enable him to institute proceedings for collection of arrears of rent if he so desires.

Enclosed herewith you will find copy of original order made pursuant to Section 39 of the "Revised Regulations" respecting Trading With The Enemy (1943); also certificate vacating vesting certificate now on file at the Registry Office.

Will you be kind enough to advise Mr. McLennan as to the above and we would be obliged if you would send us a statement of your account by return of mail in order that this file may be closed.

Yours truly,

K. W. BRIGHT  
COUNSEL TO THE CUSTODIAN

KWB/v  
Encls.



C O P Y

|                    |            |
|--------------------|------------|
| EVACUATION SECTION |            |
| Rec'd              | JAN 6 1944 |
| File No.           |            |
| Ans.               |            |
| Rel.               |            |

December 30, 1943.

Messrs. Locke, Lane, Guild & Sheppard,  
Barristers, Solicitors,  
703 Rogers Building,  
Vancouver, B.C.

Attention Mr. Guild

Dear Sirs:

Re: Jacob Thomas Estate and Daizo  
Kishimoto.

You informed us on December 23rd that the Custodian has issued a Divesting Certificate in connection with the premises at 754-8 West 6th Ave. You might kindly let us have that Divesting Certificate as we are taking steps to collect the rents at these premises and are notifying the tenants that they must not pay further rents to Mrs. Thomas. We also informed Mrs. Thomas that she has no right to be on the premises and to vacate the same forthwith.

We have not the particulars of the suites which are being rented, the names of the tenants and the amounts, and we would like to have this from you as undoubtedly the Custodian has all that information on his file.

Yours truly,

NORRIS & MacLENNAN.

per "J.A. MacLennan"

JAM/CK



LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

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

703 Rogers Building

Vancouver, B. C.

December 31st, 1943.

|               |               |
|---------------|---------------|
| ENEMY SECTION |               |
| Rec'd         | JAN 6 1944    |
| File No.      |               |
| Ans'd         |               |
| Refer'd       | MRS. Harrison |

Office of the Custodian,  
912 Royal Bank Building,  
675 West Hastings Street,  
Vancouver, B. C.

Dear Sirs:

For Mr. Wright

Re: DAIZO KISHIMOTO - File No. 10391  
Evacuee Section

This will acknowledge yours of the 21st of December. We have forwarded the declaration divesting the Custodian to Mr. McLennan, solicitor for Kishimoto. We have registered the certificate effecting the vesting, and informed Mr. Phipps, Mrs. Thomas' solicitor, to this effect. We now enclose memo of our account in this matter, as requested.

Yours truly,

LOCKE LANE GUILD & SHEPPARD,

Per: 

CKG:D  
Encs.



10391

January 13th, 1944.

Messrs. Morris & MacLennan,  
Barristers & Solicitors,  
602 West Hastings Street,  
Vancouver, B. C.

Dear Sirs:      Re: Jacob Thomas Estate and  
                    Daise Kishimoto.

Messrs. Locke, Lane, Guild & Sheppard have sent us a copy of your letter to them dated December 30th, requesting us to communicate with you direct in regard to rents being collected by Mrs. Thomas. We would advise that we do not know the names of the tenants who are paying rent to Mrs. Thomas, and the only information we have on file relating to this is the letter we had in September from Pemberton, who did some investigating for us in connection with this property.

For your information we enclose a copy of Pemberton's letter dated September 16th, 1943, which may be of assistance to you in this matter.

Yours truly,

P. Doust,  
Administration Department.

PD/ER  
Enc.



10391

January 26, 1944.

Attention: Mr. MacLennan

Messrs. Morris & MacLennan,  
602 West Hastings Street,  
Vancouver, B. C.

Dear Sirs:

Re: Union Fire Pals. Nos. D 24051 &  
24052 & No. 4032619-Daizo KISHIMOTO

We are enclosing herewith copy of a letter of today's date in connection with the above three policies which we think will be self-explanatory, and which is in line with telephone conversation of January 24th between yourself and our Mr. Douet.

We have had to create a debit balance of \$7.50 in order to maintain this coverage but expect this to be taken care of from money to be collected by you from Mr. Kishimoto.

Copies of the policies will be sent to you as soon as they are received from Messrs. P. C. Gibbens and Company.

Yours truly,

S. M. Gibson,  
Insurance Department

SMG:JS  
Encl.



10391

January 26th, 1944

Messrs. P. C. Gibbens & Co. Ltd.,  
254 East Hastings Street,  
Vancouver, B. C.

Dear Sirs:

Re: Union Fire Pols. Nos. D24051 &  
24052 and 4032619

We would like you to have issued certified copies of the above three policies, and at the same time have endorsements issued making loss, if any, payable to The Secretary of State of Canada acting in his capacity as Custodian.

You will find enclosed herewith, our cheque for \$13.00 being the balance outstanding of the premiums covering these three policies. Kindly receipt and return your statement attached hereto.

This property originally purchased by Mr. Thomas from D. Kishimoto was insured by Mr. Thomas under the three policies mentioned herein. Mr. Thomas paid \$14.00 of the total premiums of \$27.00 leaving a balance outstanding as above mentioned, of \$13.00. We are paying the balance of the premium in order that the coverage be maintained.

Yours truly,

S.M. Gibson  
Insurance Department

*Received copies  
from Thompson & Lyman*  
SMG:KT  
Encl.



10391

REGISTERED MAIL

March 18, 1944.

Mr. J. L. Hober,  
754 West 6th Avenue,  
Vancouver, B. C.

Dear Sir:

We are enclosing herewith your Agreement for Sale dated January 27th, 1944, between Daiso Kishimoto and yourself, also your memorandum from Mr. Henry Castillon.

Attached also you will find a copy of the Custodian's Release which has been filed, and you will have no difficulty registering this agreement.

Yours truly,

George Peters,  
Administration Department.

GP:EB  
Enc.



Norris & MacLennan

SOLICITORS AT LAW, BARRISTERS  
ESTIMATES PUBLIC

T. G. NORRIS, K.C.

J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"  
VANCOUVER, CANADA  
TELEPHONE: PACIFIC 5254

BANK OF NOVA SCOTIA BUILDING

602 HASTINGS ST. WEST

VANCOUVER, B. C.

April 14, 1944.

The Custodian,  
506 Royal Bank Bldg.,  
Vancouver, B. C.

Your File No. 10391

Attention Mr. Gibson

Dear Sir: re Thomas and Kishimoto

Further to our correspondence herein, we now return to you, herewith, the copies of the insurance policies which you sent to us on February 7th, 1944. The Custodian has divested himself of this property and, for your information, Daizo Kishimoto has entered into an agreement with Mr. and Mrs. J. W. Hober for the purchase of the property.

The original policies should now be sent to us, but we are returning the copies because we require the originals and duplicates to be amended with an endorsement that the name of the assured is Daizo Kishimoto with loss, if any, payable to Daizo Kishimoto and John Wesley Hober and Ida May Hober, of 745 West 6th Avenue, Vancouver, as their interest may appear, pursuant to Agreement for Sale dated the 27th day of January, 1944.

Jacob Thomas should not have appeared as the assured in the renewal of these policies at all, since he was deceased at the time the policies were renewed. You, however, are the only ones who can have these alterations made. Would you kindly have this done and return the originals and copies to us with these endorsements.

Yours truly,

NORRIS & MacLENNAN

per

JAM/CK

Encls.

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| Rec'd.             | APR 15 1944 |
| File No.           | 10391       |
| Ins.               | Jm B 45     |
| Referred           | Gibson      |



10391

April 25, 1944.

Messrs. P. C. Gibbens & Co. Ltd.,  
254 East Hastings Street,  
VANCOUVER, B. C.

Dear Sirs:

Union Policy #D24051  
Re: Union Policy #4032619  
Union Policy #D24052

Will you kindly change the name of the assured on the above numbered policies to read the Secretary of State of Canada, acting in his capacity as Custodian.

Following which, we would ask you to be good enough to sign the Transfer and Consent form attached hereto, changing the name of the assured to read Daizo KISHIMOTO with loss, if any, payable to Daizo KISHIMOTO and John Wesley Hober and Ida May Hober.

For your information, I am attaching hereto a copy of a letter dated April 14th written to us by Messrs. Norris and MacLennan.

When this matter has been attended to, you might, please, send the endorsements here to be attached to the policies and copies of same that we hold.

Yours truly,

S. M. Gibson,  
Insurance Department

SMG:JB

Encl.

c. c. Messrs. Norris & MacLennan



10391

April 26, 1944.

Messrs. Morris & MacLennan,  
Bank of Nova Scotia Bldg.,  
602 Hastings St. West,  
VANCOUVER, B. C.

Dear Sirs:

Re: Union Policy #D24051  
Union Policy #4032619  
Union Policy #D24052

We acknowledge your letter of April 14th and for your information we are attaching hereto a copy of our letter of today's date to Messrs. P. C. Gibbens & Co. Ltd. As soon as the endorsements have been signed by them and returned, we will attach them to the policies in our possession and mail them to you.

As previously advised, we paid on January 26th, a balance of \$13.00 owing on the premiums on the three policies above mentioned. As this property was sold under Agreement for Sale dated January 27th, 1944, Mr. and Mrs. Bober should pay the pro-rata unearned premium as from that date, which would amount to \$11.23 on the three policies. We would ask you kindly to collect this amount and be good enough to forward it to this office to be credited to the account of Daizo KISHIMOTO.

Yours truly,

S. M. Gibson,  
Insurance Department

SMG:JS

Encl.

*BF*  
*noted*  
*June 19*





# P. C. GIBBENS & CO. LTD.

TRUSTEES, FINANCIAL AND ESTATE AGENTS  
NOTARY PUBLIC

|                    |                    |
|--------------------|--------------------|
| EVACUATION SECTION |                    |
| Rec'd              | MAY 4 1944         |
| File No.           | 10391              |
| Ans.               | <i>[Signature]</i> |
| Referred           | <i>[Signature]</i> |

ADDRESS ALL COMMUNICATIONS TO THE FIRM:

254 EAST HASTINGS STREET,

VANCOUVER, B. C.

3rd May 1944.

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

Attention Mr SM Gibson.

Dear Sir:-

Your file 10391

We are enclosing herewith  
Transfer & Consent, to be attached to  
the following policies:-

Union D 24501

Union D 24502,

Union 4032619,

These have been duly signed  
by this Office, we presume that your Office  
will also sign them.

Trusting you will find this  
satisfactory,

Yours very truly

P. C. GIBBENS & CO LTD

S-s.

per

*[Handwritten signature]*

Established Over A Quarter Of A Century



10391

June 22nd, 1944.

Messrs. Norris & MacLennan,  
Bank of Nova Scotia Bldg.,  
602 Hastings St. West,  
VANCOUVER, B. C.

Dear Sir:

re: Union Policy #D24051  
Union Policy #4032619  
Union Policy #D24052

On May 4th, 1944 we mailed you the above numbered policies, transferred as per your request of April 14th.

When writing you in connection with this matter on April 26th, 1944 we stated that the unearned pro-rata premium, amounting to \$11.23, should be paid by the new owners, Mr. and Mrs. Hober, and we asked that you collect this amount and remit to us. To date we have heard nothing further of this matter and would appreciate it if you would clear it up by letting us have the amount stated above.

Yours truly,

S. M. Gibson,  
Insurance Department.

SMG:ND



Norris & MacLennan

BARRISTERS AT LAW, SOLICITORS  
NOTARIES PUBLIC

T. G. NORRIS, K.C.

J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"  
VANCOUVER, CANADA  
TELEPHONE: PACIFIC 5254

BANK OF NOVA SCOTIA BUILDING  
602 HASTINGS ST. WEST

VANCOUVER, B.C.

EVACUATION SECTION

Rec'd JUN 27 1944

File No.

Ans.

Refer.

June 26, 1944.

The Custodian,  
506 Royal Bank Bldg.,  
Vancouver, B.C.

Dear Sir: re Union Policy #D24051, #D24052  
and #4032619

Further to your letter of the 22nd instant, we now return to you, herewith, the above-mentioned policies for cancellation. We have obtained in substitution therefor a policy #394390 in the Palatine Insurance Co. Ltd., with coverage of \$2,000.00 on the building, payable to Daizo Kishimoto as his interest may appear, as Unpaid Vendor. The purchasers took out the Palatine Insurance Co. policy before they had knowledge of the fact that the Union policies existed and it is, therefore, in order to cancel the Union policies. You are the only person who can do this, since the Union policies were taken out by you.

We finally arranged with the purchasers that the date of adjustments would be March 23rd, 1944, rather than January 27th, 1944, as it meant more to Mr. Kishimoto, he being entitled to the rentals until the 23rd of March. Actually the Palatine Insurance Co. policy was not placed until March 24th and the purchasers, therefore, should be responsible for payment of the premium for 21 days. The total premium for the 3 years, however, on the building, amounts only to approximately \$13.00 and it is not worth endeavoring to collect the small balance which would be payable by the purchasers. We shall endeavor to do so on their next payment of principal.

You might let us know what rebate there is on the cancelled Union policies in order that we may complete our records.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK



10391

June 29, 1944.

Messrs. Norris & MacLennan,  
Bank of Nova Scotia Building,  
602 West Hastings St.,  
VANCOUVER, B. C.

Dear Sirs:

Re: Union Fire, Accident Pols.  
#24051, #24052, & #4032619

We acknowledge your letter of June 26th enclosing copies of the above numbered policies with your request that we attend to cancellation of same.

As you know these three policies have been transferred to Daizo Kishimoto with loss payable to the assured and John Wesley Hober and Ida May Hober as their interest may appear; and the transfers were consented to by the above insurance company's General Agents.

Under those circumstances, the Insurance Company would no longer be able to accept instructions to cancel from us. That would now have to be done by having the cancellation on the original policies signed by the assured and the payees.

We are returning herewith copies of the policies so that you may arrange to have the cancellations effected, and at the same time you should make any adjustments of premium necessary as between Mr. Kishimoto and the purchasers.

Yours truly,

S. M. Gibson,  
Insurance Department

SMG:JS

Encl.



Norris & MacLennan

BARRISTERS AT LAW, SOLICITORS  
NOTARIES PUBLIC

T. G. NORRIS, K.C.

J. A. MACLENNAN, LL.B.

BANK OF NOVA SCOTIA BUILDING

602 HASTINGS ST. WEST

VANCOUVER, B. C.

CABLE ADDRESS "NORRIS"  
VANCOUVER, CANADA  
TELEPHONE: PACIFIC 5254

EVACUATION SECTION

Rec'd JUL 10 1944

File No. 10391

Ans. July 11

Referred Libson

July 8, 1944.

Donch.

The Custodian,  
506 Royal Bank Bldg.,  
Vancouver, B.C.

Your File #10391

Dear Sir: re Union Policy #D24051, D24052,  
and #4032619

It may be some time before the cancellation  
of the above-mentioned policies is effected and if  
you will let us know the amount which your office  
advanced to maintain the fire insurance on this pro-  
perty, we shall take the responsibility of remitting  
that amount to you in order that your account may be  
paid in full.

paid 13  
in Jan 26

Mr. Kishimoto has requested us to forward  
him monies which we have on hand, arising out of the  
sale of his property. Since any interest in the pro-  
perty has been released by your office, we presume  
it is in order for us to forward him a cheque for the  
proceeds arising at this time, which will be in the  
neighborhood of \$100.00. We would like, however, to  
have your confirmation of this.

Yours truly,

NORRIS & MacLENNAN,

per

*[Signature]*

JAM/CK



10391

July 11, 1944

Messrs. Norris & MacLennan,  
602 West Hastings Street,  
Vancouver, B.C.

Dear Sirs:

Re: Union Policies #D24051,  
#D24052 and #4032619  
D. KISHIMOTO

In reply to your letter of July 8th we would advise that this office paid the sum of \$13.00 to F.C. Gibbens & Company on January 26th being the balance due under the above numbered policies.

We are sending this file on to the Administration Department to reply to the second paragraph of your letter.

Yours truly,

S.M. Gibson  
Insurance Department

SMG:KT



10391

July 14th, 1944.

Messrs. Morris & MacLennan,  
Bank of Nova Scotia Building,  
602 Hastings Street West,  
Vancouver, B. C.

Dear Sirs:

Re: Daiso KISHIMOTO  
Reg. No. 09137

Respecting the second paragraph of your letter of the 8th instant regarding the above, since the Custodian has no interest in the property owned by the above we have no objection to your forwarding to Mr. Kishimoto the proceeds which you have on hand at this time, and which will be in the neighborhood of \$100.00.

Yours truly,

P. Douet,  
Administration Department.

PD/ER  
Copy to B. C. Security Commission.



Norris & MacLennan

BARRISTERS AT LAW, SOLICITORS  
NOTARIES PUBLIC

T. G. NORRIS, B.C.  
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"  
VANCOUVER, CANADA  
TELEPHONE: PACIFIC 8284

BANK OF NOVA SCOTIA BUILDING  
602 HASTINGS ST. WEST  
VANCOUVER, B. C.

|                    |              |
|--------------------|--------------|
| EVACUATION SECTION |              |
| SEP 19 1944        |              |
| No. 10391          |              |
| Referred           | <i>Doyle</i> |

Your File #10391

September 18, 1944.

The Custodian,  
506 Royal Bank Bldg.,  
Vancouver, B.C.

Dear Sir: re Daizo Kishimoto, Reg. #09137

The payments from Mr. and Mrs. J. W. Hober, payable to Daizo Kishimoto, under their Agreement for Sale, are now coming in regularly and we propose to send Mr. Kishimoto \$47.50 each month as the payments come in, and, in addition thereto, the interest as it is paid half yearly.

We wish to let you know of this in the event that you want to inform the B. C. Security Commission of that situation.

Yours truly,

NORRIS & MacLENNAN

per *[Signature]*

JAM/CK



10391

September 20th, 1944.

Harris & MacLennan,  
602 W. Hastings St.,  
Vancouver, B. C.

Dear Sirs: Re: Daiso KISHIMOTO - #99137

We thank you for your letter of the 18th instant and in view of the fact the Custodian has no interest in the property owned by the above, we have no objection to your forwarding the monthly payments of \$47.50 that are now coming in regularly under the Agreement for Sale, between the above and Mr. and Mrs. J. W. Heber, to Mr. Kishimoto.

The same remark applies to the Interest due under the Agreement for Sale which comes in half-yearly.

A copy of this letter is being sent to the B. C. Security Commission for their information.

Yours truly,

F. Doust,  
Administration Department.

FD/ER  
Cc to B.C. Security Commission.



THE LIFE ASSURANCE COMPANY OF CANADA  
INCORPORATED IN CANADA

COPY

|                    |
|--------------------|
| RECEIVED           |
| DEC 11 1944        |
| CUSTODIAN'S OFFICE |
| <i>2m3(y)</i>      |

December 8, 1944.

Mr. John Richmond,  
P. O. Box #12,  
Grand Forks, B. C.

Dear Mr. Richmond:      Re: Policy No. 684,587

Thank you very much for sending in your policy contract. We are today forwarding our cheque for \$500.00 to the Office of the Custodian here. This cheque is made payable to you and is in full settlement of all claims under this policy.

You may expect to hear from the Custodian's Office promptly.

*Wm. Patterson*  
Wm. Patterson  
BRANCH SECRETARY.

CHM:VR



SUN LIFE ASSURANCE COMPANY OF CANADA  
HEAD OFFICE - MONTREAL

COPY

|                    |               |
|--------------------|---------------|
| EVACUATION SECTION |               |
| CUSTODIAN'S OFFICE |               |
| FILE NO.           | 1945          |
| NAME               | <i>Sanjay</i> |
| REMARKS            |               |
| February 5, 1945.  |               |

Mr. Naive Kishimoto,  
P. O. Box 912,  
Grand Forks, N. D.

Dear Mr. Kishimoto:

Re: Policy No. 666,000

Evidence of Existence and policy contract have now been received and we are today forwarding our cheque for \$633.25 to the Office of the Custodian here. This cheque is made payable to you and your wife, Uta Kishimoto, in full settlement of all claims under this policy.

You may expect to hear from the Custodian's Office promptly.

Yours Sincerely,

*[Signature]*  
MANAGER SECRETARY.

621-102



# MONTREAL TRUST COMPANY

CABLE ADDRESS  
MTRALTRUST

EXECUTORS AND TRUSTEES  
466 HOWE STREET

VANCOUVER, B. C.

May 14, 1945.

|                    |
|--------------------|
| EVACUATION SECTION |
| RECD MAY 15 1945   |
| 10391              |
| RECEIVED           |

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

Dear Sir:

Re: B. C. POWER CORPORATION LTD.

This is to advise you that we have received notification from our Montreal office to the effect that 50 shares Class "B" Stock of the above mentioned Company has been registered in the name of Daizo Kishimoto, P. O. Box 12, Grand Forks, B. C. The said shares were registered in his name on the 23rd April 1945.

No dividends are being paid on these shares at the present time, however, we have made a note in our records to the effect that should any dividends be paid they will be forwarded to you for account of Mr. Kishimoto.

Yours faithfully,



TRANSFER OFFICER.

ERC:VT



# NEW YORK LIFE INSURANCE COMPANY

31 MADISON AVENUE, MADISON SQUARE, NEW YORK, N. Y.

## SURRENDER VALUE DIVISION

FRED A. BOFF, Superintendent

*ach*  
February 6, 1946. *11/2/46*

Department of the Secretary of State,  
Office of the Custodian,  
Victoria Building,  
7 O'Connor Street,  
Ottawa, Ontario, Canada.

Re: Policy No. 9 383 043  
Daizo Kishimoto

|  |      |
|--|------|
| OFFICE OF THE<br>CUSTODIAN<br>RECEIVED |      |
| FEB 8 1946                             |      |
| PAID TO: <i>Daizo Kishimoto</i>        |      |
| TRANSFER TO: .....                     |      |
| AMOUNT BY                              | FILE |

Gentlemen:

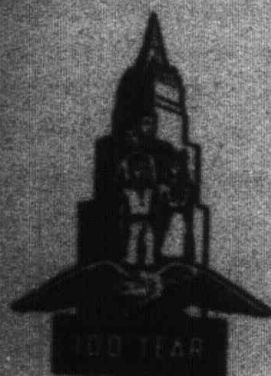
The endowment period under the above numbered policy will end on February 15th. The insured's address of record is - P. O. Box 12, Grand Forks, British Columbia. This insurance was applied for while the insured resided in Vancouver in 1926. He applied for a \$1000 Canadian currency, Twenty Year Endowment policy. All premiums under the policy are paid, the endowment period will end on the 15th and the policy is charged with a loan of \$230.00.

As this policy is issued on the life of a Japanese born in Japan, although residing in Canada, we are writing to you at this time to find out if it is in order for us to proceed with the payment of the matured value to the insured.

Yours truly,

*Fred A. Boff*  
Superintendent

FAB:MR





CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

RECEIVED  
FEB 11 1946  
11:30 AM  
1507  
123  
Druck  
Victoria Building,  
7 O'Connell Street,  
Ottawa, Ontario.

February 9th, 1946.

F. G. Shears, Esq.,  
Director,  
Office of the Custodian,  
506 Royal Bank Building,  
Vancouver, B.C.

Dear Mr. Shears:

Re: Policy No. 9 383 043  
Daigo Kishimoto

I am attaching herewith original  
letter from the New York Life Insurance Company.

Since we have no record of the  
policy in this office it would be appreciated if  
you would write direct to the insurance company.

Yours very truly,

*F. Carroll*

Miss F. Carroll.

Encl.  
FC/MEH



10391

February 12th, 1946

AIR MAIL

Attn: Mr. F. A. Bopp,  
Superintendent

New York Life Insurance Co.,  
51 Madison Avenue,  
Madison Square,  
New York, N. Y.

Dear Sirs:

Attn: Surrender Value Division.

Re: Policy 9,363,043 - Daizo KISHIMOTO.

We are in receipt of your letter of the 6th instant respecting the above which we note relates to a \$1000.00, twenty year Endowment Policy, all premiums being fully paid up and the policy ending on February 15, 1946.

We note the policy is charged with a loan of \$230.00 and we would advise that this office has no objection to payment being made in full of whatever amount is due to this Evacuee under this policy, and remittance may be made direct to him. It is important, however, that we receive two copies of your letter enclosing your cheque that we may retain one copy for our file and pass the other on to the Department of Labour, Japanese Division.

*Thanking you,* Yours truly,

P. Douet,  
Administration Department

PD/ER  
cc Department of Labour, Japanese Division.



10391

February 28th, 1946.

Attn: Hugh E. Parker

New York Life Insurance Company,  
1211-1219 Vancouver Block,  
Vancouver, B. C.

Dear Sirs:

Re: Policy #9,383,043 -  
Daiso KISHIMOTO.

With reference to your letter of the 26th instant we confirm our telephone conversation of yesterday advising that on February 12th we wrote to your New York Office informing them that we had no objection to their sending a cheque direct to the above for the amount due to him on the above policy.

We observe from your letter of February 26th that the net amount due is \$760.42 and we understand you have cheque for this amount made out to this Evacuee. We confirm that we have no objection to your forwarding this on to him direct. It will be appreciated, however, if you will kindly let us have two copies of your letter enclosing the cheque, one copy of which will be forwarded to the Department of Labour, Japanese Division.

Thanking you,

Yours truly,

P. Douet,  
Administration Department

PD/ER  
cc Department of Labour, Japanese Division.



July 17th 1946  
P.O. Box 12  
Grand Forks, B.C.

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

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| Rec'd              | JUL 19 1946 |
| File No.           | 10391       |
| Ans.               | July 21/46  |
| Refered            | Shelton     |

Dear Sir

Will you kindly please send me the  
money all credit balance which held  
in your department.

I am out of work from last October 1945  
on account of ill health.

So I am spending money every day without  
any money income. Will you kindly please  
send it immediately. I thank you very kindly

C. 804

Yours very truly.

Daizo Kishimoto

Reg. No. 09137

File No. 10391

Grand Forks, B.C.



W 111-36  
5-5671  
4-5660

P.O. Box 12,

Grand Forks, B.C.

July 28, 1946.

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

|                    |                    |
|--------------------|--------------------|
| EVACUATION SECTION |                    |
| Rec'd              | JUL 29 1946        |
| File No            | 10391              |
| Ans.               | <i>[Signature]</i> |
| Referred           | <i>[Signature]</i> |

*sent to you*

Dear Sir,

As I am going to Japan on the August 2nd,  
will you kindly please settle my financial holdings  
left in your hands.

I shall be arriving in Vancouver, August 1st.

I thank you. I remain,

yours truly,

*S. Kishimoto*

File No 10391

805





# The Prudential

INSURANCE COMPANY OF AMERICA

HOME OFFICE : NEWARK I. N. J.

EVACUATION SECTION

Rec'd JAN 10/50

File No. 10391

Ans. Reel

Mr. S. M. Gibson  
Insurance Department  
Japanese Evacuation Section  
Royal Bank Building  
Vancouver, B. C., Canada

January 6, 1950

Yeiko, Kiyoko, Toshiko Kishimoto  
Endowment Pals. 73549531, 73527095,  
73562986

Dear Mr. Gibson:

We wish to find these insured so that we may pay them the money due on Endowment policies that have matured.

They were born in Vancouver, British Columbia, Yeiko, November 29, 1927, Kiyoko, December 18, 1923 and Toshiko, January 5, 1921. Their father is Daizo Kishimoto, who was manager of a wholesale tobacco and confectionery store known as the West Coast Tracing Company. In 1928 they lived at 1876 Triumph Street and in 1932 at 502 East Hasting Street, Vancouver, British Columbia.

Do you have the present addresses of these insureds or any members of their family? If this is unknown, would you please give us:

1. The last known address of this family and the date.
2. The names and addresses of any of their employers.
3. If the family returned to Japan, their last known address and the date.
4. The names and addresses of any relatives or friends.

We shall appreciate your cooperation. An envelope is enclosed.

Sincerely yours,

*Frank J. Landgraf*

Frank J. Landgraf, Senior Approver  
Unclaimed Equities Division

JMe:GFM

SEVENTY-FIVE YEARS OF SERVICE  
1875 · 1950



10391

January 11th, 1950

Prudential Insurance Company of America,  
Home Office,  
Newark, N. J.

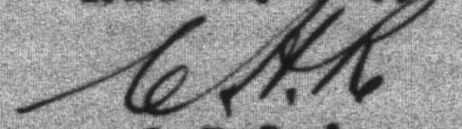
Dear Sirs:

Re: Yoiko, Kiyoko, Toshiko KISHIMOTO  
Policy Nos. 73549531, 73527095,  
73562986

Replying to your letter of the 6th instant we wish to advise that Yoiko Kishimoto and Toshiko Kishimoto returned to Japan on August 2nd, 1946, and any monies payable to these two persons should be forwarded to this office for their account.

Miss Kiyoko Kishimoto, who is now Mrs. Tonagai, is living at 256 Mallab Street, Hamilton, Ontario and any money due to her may be sent direct to her without further reference to this office.

Yours very truly,

  
C. H. Reed  
Office of the Custodian

CHR:BK





# The Prudential

INSURANCE COMPANY OF AMERICA

HOME OFFICE : NEWARK N.J.

Mr. C. H. Reed  
Office of the Custodian  
Japanese Evacuation Section  
506 Royal Bank Bldg.  
Hastings and Granville  
Vancouver, B.C., Canada

January 18, 1950

File 10391  
Yeiko, Toshiko Kishimoto

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| Date               | JAN 24 1950 |
| File No.           | 10391       |
| Ans.               | Reed        |
| Referred           |             |

Dear Mr. Reed:

Thank you for your letter.

For identification purposes, will you please tell us the full date and places of birth of Yeiko and Toshiko Kishimoto. We should also like to know the names of their parents.

Your further cooperation will be appreciated. An envelope is enclosed.

Sincerely yours,

*Frank J. Landgraf*

Frank J. Landgraf,  
Senior Approver  
Unclaimed Equities Division

JMC:RAS

SEVENTY-FIVE YEARS OF SERVICE  
1875 · 1950



10991

January 24th, 1950

The Prudential Insurance Company of America,  
Newark, 1, N. J.

Dear Sirs:

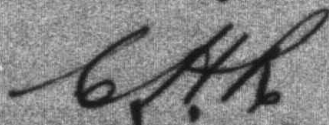
Re: Yeiko and Toshiko KISHIMOTO

Replying to your letter of the 18th instant  
the first address of the above two Japanese was 1657 East  
Hastings Street, Vancouver, B. C.

Yeiko Kishimoto was born on November 29th, 1927  
and Toshiko Kishimoto on January 5th, 1921.

The father's name was Daiso Kishimoto and the  
mother was Uta Kishimoto nee Horii.

Yours very truly,

  
C. H. Reed  
Office of the Custodian

CHR: BK



10406  
10391

February 7th, 1950

The Prudential Insurance Company of America,  
Newark, 1, N. J.

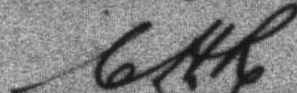
Dear Sirs:

Re: Miss Kiyoko KISHIMOTO  
Policy Number 73462986

Replying to your letter of the 2nd instant we regret that we are unable to help you further in locating the above Japanese, and would suggest that you write to the Japanese Newspaper "The New Canadian", 479 Queen Street West, Toronto, Ontario.

We might add that Mr. Gibson is no longer with the Custodian of Enemy Property.

Yours very truly,



C. H. Reed  
Office of the Custodian

CHR:EK





# The Prudential

INSURANCE COMPANY OF AMERICA

HOME OFFICE : NEWARK 1, N. J.

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

February 2, 1950

Yeiko Kishimoto  
Pol. 73549531  
Toshiko Kishimoto  
Pol. 73527095

|                    |            |
|--------------------|------------|
| EVACUATION SECTION |            |
| Rec'd              | FEB 8 1950 |
| File No.           | 10391      |
| Ans.               |            |
| Referred           | Reed       |

Dear Mr. Reed:

Thank you very much for your letter of January 24, 1950.

Before payment is made, we would like to know if you are in possession of these insurance policies or if you might know where we can obtain them.

Upon receipt of your reply, our checks will be mailed to your Office drawn to the order of "Department of the Secretary of State, Office of the Custodian for the deposit in the account of -". Each insured's name will appear on the check in payment of their particular policy.

If the wording on the check is agreeable with you, please let us know in your reply. If you desire any account numbers to also appear on the check, we shall be pleased to oblige.

We are enclosing an envelope for your convenience in replying. Thank you.

Sincerely yours,

*Lred R. Gibney*

Manager  
Weekly Premium Claim Division

EE:BAF

SEVENTY-FIVE YEARS OF SERVICE  
1875 · 1950



10391

February 8th, 1950

Prudential Insurance Company of America,  
Newark, 1, N. J.

Dear Sirs:

Re: Yoiko KISHIMOTO, Policy No. 73549531  
Toshiko KISHIMOTO, Policy No. 73527095

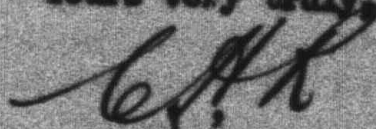
Replying to your letter of the 2nd instant we do not hold the above two numbered policies, and we are of the opinion that these were taken back to Japan by the insured.

It will be perfectly in order for you to make the cheque payable to "Department of the Secretary of State, Office of the Custodian for deposit in the account of each insured's name", and we will endorse them "Deposited to the credit of each insured's name in our Number 4 Trust Account".

Our Director will also sign any release or discharge required on behalf of these two Japanese, who are in Japan.

Thanking you.

Yours very truly,



G. H. Reed  
Office of the Custodian

CHR:BK



COPY

*file  
sent  
to  
McArthur*

758 West 6th Avenue,  
Vancouver, B. C.  
February 11th, 1943.

The Custodian of Japanese Property,  
Royal Bank Building,  
Vancouver, B. C.

Dear Sir:

Re Daiso Kishimoto  
Att. Mrs. McArthur

On the 27th of April, 1942, I purchased by an Option Agreement from the above Japanese the property situated at 758 and 754 West 6th Avenue, in the City of Vancouver.

I am in default under the Agreement but the City has served me with a Notice condemning the property unless the electric wiring and equipment is re-installed by a licensed electrician according to the City specifications. Further, I believe the building Inspector will require the foundation repaired under the bathroom, in fact, under the whole house at the back. The back stairs need to be rebuilt on both houses.

It is with the object of not only satisfying you, but also the City of Vancouver that I am writing you in order that a new Agreement may be entered into which will permit me to complete my payments without default and also satisfy the local building requirements.

I am a married man in the employ of the Sitka Spruce Lumber Co. I have worked with this Company over three years and am now earning approximately \$125.00 per month. I am married and have three children aged four, fourteen months and three months.

I would not be in arrears except for the fact that I was ill for three months last Fall. When I bought the property I assumed it could be rented without much difficulty. However, when the Japanese vacated I found that the buildings were not only filthy, but had to be fumigated, as well, and far more time and money was required than I had estimated.

It was absolutely impossible to rent the property as it was, consequently I bought 300 yards of linoleum and the furniture necessary to rent the various parts as furnished premises. I have also supplied heat and electric light. The rents I get are as follows:-

- |                                 |         |
|---------------------------------|---------|
| 1. The little house at the back | \$16.00 |
| 2. The upstairs store           | 34.00   |
| 3. Downstairs House #754        | 25.00   |
| 4. Upstairs #754 Vacant         |         |

The upstairs of #754 is vacant and has been vacant because the stairs were required which I was unable to provide.

To offset the above revenue during the winter months I have had to pay \$35.00 per month for fuel and an average of \$15.00 per month for electricity.



My own family occupy the store because the store was vacant until last month.

I have also purchased over \$100.00 of paint which I myself have put on the premises inside and out. There was no paint outside and my first coat hardly shows. In order to protect the premises the outside should have two additional coats or at any rate one good coat.

It will take at least \$300.00 in cash and a lot of my time to put this property into condition suitable for human habitation. Further, when this is done I believe I can get far better rents than the property is now earning and I feel sure that the Rental Adjustment Board would approve of such increases.

#### Re Plumbing

I have spent \$67.00 on plumbing for #758 alone. It will require at least another \$100.00 to make living conditions sanitary in the other two places.

The statements I have made above may sound exaggerated. They are, in fact, conservative and I suggest that you send an Inspector to the property in order to verify the statements I have made.

I feel quite sure that I can satisfy the City and the tenants and pay up the full amount due under my Agreement if I get some co-operation from you, and my plan is as follows:

1. The actual time that I have spent on the property and the cash supplied by me for improvement purposes I am quite sure amounts to over \$500.00. This, with the cash payments made on the property gives me a substantial equity, and I believe that for my protection as well as the Vendors' protection the new and proper Agreement for Sale should be entered into.
2. For the next eight months I should be required to pay the Vendor only \$25.00 per month in cash, but I would agree to supply receipts for work done for a further \$25.00 per month.
3. I would expect to pay the Vendor the full amount of his purchase price and the object of producing the receipts would merely be for the purpose of showing that the money had been expended to make the property habitable according to the demands and standards of the City of Vancouver.

I apologize for missing a number of appointments. While not justifying myself, but rather as an explanation, you should know that I have no telephone. Further, that I am often required to work on my free day and I am very often required to work overtime. Hence I missed many appointments.

Hoping you will meet me in my suggestions, I am,

Yours very truly,

"Jacob Thomas".

JT/D