

12774

1750
400.

INFORMATION FROM R.C.M.P.

DATE March 1st, 1945.

Our File No. 12774

Full Name Estate of Kannosuke KAMINISHI, Deceased.

(Surname in Block Letters)

Mr. Kaninishi died on or about Feb. 1, 1933. His Will was probated May 19, 1933, and appointment of Kayano TAKEHARA approved. See memorandum under date of February 5, 1945, with copy of Will and Probate attached thereto.

Registration No. _____

Male - Female
(Check)

Age _____

Former Address _____

Date Deceased _____

Naturalized - Canadian-Born - National
(Check)

Present Address _____

Married - Single
(Check)

Name of Wife _____

Name of Husband _____

Name of Mother _____

Name of Father _____

Names of Children under 16 _____

Requested by _____

Registered with Custodian _____

(Yes or No)

Additional Information Sole Beneficiary: Koichi KAMINISHI, File No. 2417

Reg. No. 01188

Kayano TAKEHARA: common-law wife of Kannosuke KAMINISHI, File No. 11111

Reg. No. 02892.

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REAL PROPERTY SUMMARY

Files 2417, 12774.

JAPANESE NAMES: Koichi KAMINISHI - - Reg. No. 01188.
Kannosuke KAMINISHI - Deceased.

CATALOGUE NO: Spec. Ad. "B" Cpts. 14/45

PROPERTY ADDRESS: 1625 Kent St., Vancouver, B.C.

LEGAL DESCRIPTION: City of Vancouver, Lots 17 and 18 in the West half of Subdivision "0" District Lot 328, Group 1, New Westminster District, Plan 2204.

TITLE: In the name of Kannosuke KAMINISHI (In Trust filing No. 16610 - Probate of Will)

INCUMBRANCE: Vesting 40545 - interest of Koichi KAMINISHI 10th August 1945.

ASSESSED VALUE: 1942 -
Land \$430.00
Improvements 1200.00 Total \$1630.00 Taxes \$53.64.

CLASSIFICATION: Urban Property. Inspector's report dated December 30th, 1942, gives the size of the combined two lots as 140.08 feet by a depth of 111.5 feet on the West side and 137.2 feet on the East side. Improvements consisted of a small shingled and frame dwelling with only approach from the interurban tracks, and would be on the north side of Kent Street if the street were extended to this location. The dwelling has no basement, being built on timbers and piers and has no plumbing except a sink. At the date of inspection the property was occupied by Miss Eva VOGT.

HISTORY OF ADMINISTRATION:

The property was leased by Kayano TAKEHARA, executrix of the Estate of Kannosuke KAMINISHI to Peter VOGT for a period of 12 months from the 1st September 1936 at \$9.00 per month. A copy of this lease is on file. There is no provision in the lease for overholding, but the rentals continued to be paid during the period of control by the Custodian until the date of sale, the total rental revenue received by the Custodian being \$306.00. The lease contains a provision permitting the tenant to erect a small dwelling on the land which was done in 1936, and the increase in taxes and water rates to be paid from the rentals with the right to the tenant to remove the building. This Right was recognised by the Custodian but I see nothing on file indicating whether this building was removed or if it still remains on the property.

The above described two lots 17 and 18 were purchased from E. Philip GILMAN and conveyed by Deed dated the 21st February 1913 to Kannosuke KAMINISHI. Kannosuke KAMINISHI died on the 1st February 1933. His Will dated the 1st October 1932 and probated the 19th May 1933, bequeathed all the Testators property in British Columbia, real and personal, to his son Koichi KAMINISHI, then a minor, and named Kayano TAKEHARA, his mother, executrix of the Estate devolving. To clear the Title and convey the property to the sole beneficiary, Koichi KAMINISHI, it was necessary to transmit the interest of Kannosuke KAMINISHI, as executor of the Estate of Shige KAMINISHI to Kayano TAKEHARA, as executrix by representation of Shige KAMINISHI and to obtain and register a Deed from Kayano TAKEHARA as executrix of Shige KAMINISHI to Kayano TAKEHARA as executrix of Kannosuke KAMINISHI, a Deed from Kayano TAKEHARA as executrix of Kannosuke

Kannosuke

KAMINISHI to Kayano TAKEHARA and a Deed from Kayano TAKEHARA to Koichi KAMINISHI. The Title was then transmitted to the Secretary of State under the vesting of the interest of Koichi KAMINISHI and conveyed by the Secretary of State to the Evans Products Co. Ltd.

SOLD:

To The Evans Products Co. Ltd., for \$1100.00. Approved by the Advisory Committee on the 25th May 1945 and Certificate of Title number 133852-L in the name of Evans Products Co. Ltd., was mailed to the purchaser on the 28th December 1945.

FUNDS:

Released to the credit of Koichi KAMINISHI, sale price \$1100.00, plus rentals received \$306.00, closing adjustments \$12.94, total \$1418.94; less commission on rentals \$36.00, sundries \$59.40, insurance \$10.25, taxes \$292.78, valuation \$5.00, advertising \$23.68, legal fee \$27.50, registration fee \$25.40, Certificate of Encumbrance \$1.00, total \$481.01. Net amount released \$937.93.

OLD C. OF T.
NO. 130953-L:

Sent to the Land Registry Office for cancellation.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED September 7th, 1946.

IM:ML



Catalogue No.

File No. 12774

Estate of Kannosuke KAMINISHI, Deceased.

Civic Address: 1625 Kent Street, Vancouver, B. C.

Legal Description: Lots 17 and 18, West $\frac{1}{2}$ of Block "C",
D.L. 328, Group 1, New Westminster
District. "In Trust".

Classification: Dwelling.

Sole Beneficiary: Koichi KAMINISHI, File No. 2417,
Reg. No. 01188.

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[illegible]

SUMMARY of LIABILITIES

File No. 12774

January 23rd, 1947.

Re: Estate of Kamezuke KAMINISHI, Dec'd.
Sole Beneficiary - Koichi KAMINISHI, son.
Kamezuke - Kamezo TAKEMURA

On February 24, 1944 a memo on file states that Kamezuke Kaminishi (now Deceased) was the registered owner of Lot 22, Block 53, D.L. 194 - 360 Block E. Cordova Street under an Agreement for Sale dated November 24, 1931 from Richard Stirling to Kamezuke KAMINISHI, and that the above deceased person had given a Quit Claim to the Hampa Temple, not registered, and that Carl H. Stewart, Barrister, was arranging to take out Title in the name of Hampa Buddhist Temple.

On October 2, 1946 Mr. I. Macpherson wrote to Richard Stirling, Kelowna, B. C. regarding this property and requesting him to advise if a deed was given to Mr. Kaminishi as we were unable to trace such a document here, and if a deed was not given by him and there remained an unpaid balance in respect to the above Agreement for Sale to let us have a statement of the amount owing. On October 7th, 1946, Mr. Stirling replied that Mr. Walsh, of Walsh, Bull & Company would handle this matter for him. At the same time he said he believed there was an unpaid balance of \$200.00, plus interest from 1933, under this Agreement and an attached statement showed the total amount, principal and interest, up to October 8, 1946, at \$363.62 owing under the Agreement for Sale.

To date no further mention has been made of this unpaid balance and the above amount is being held in the Estate account until the matter has been dealt with and settled.

No other claims against the above Estate are revealed on this file.

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

E. Robertson
E. Robertson.

PERSONAL PROPERTY SUMMARY

File No. 12774

January 23, 1947

Re: Estate of Kannosuke KAMINISHI, Deceased
Sole Beneficiary - Koichi KAMINISHI, son. (File 2417)
Executrix - Miss Kayano TAKEHARA. (File 11111)

Chattels:

No mention is made on this file of any chattels belonging to the above Estate.

Specified
Articles:

No Specified Articles belonging to the above Estate are revealed on this file.

Bonds:

Koichi KAMINISHI, sole beneficiary of the above Estate, made application through the Canadian Bank of Commerce, Lillooet, B. C., for the purchase of \$1000.00 9th Victory Loan Bond. A \$1000.00 bond was purchased from funds in the Estate account and the bond held in safekeeping by the Custodian. On March 6, 1946 a request was made by Koichi Kaminishi for the transfer of the bond to him at the Canadian Bank of Commerce, Lillooet, and on receiving the consent of his mother, Kayano Takehara, Executrix of the above Estate, this bond was forwarded on March 27th, 1946 through The Royal Bank of Canada to the Canadian Bank of Commerce, Lillooet, for delivery to Kayano Takehara, Executrix of the above Estate.

Shares:

This file reveals that the above Estate holds 284 shares in Royston Lumber Company. On March 1, 1943 the Custodian forwarded a Notice from Frederick Field, Controller of the above Company, requesting evidence of any debts owing to the late Kannosuke Kaminishi by the above Company by completing and submitting to us the enclosed Notice within 30 days, which we in turn would hand to Mr. Field. There is nothing on file to indicate that this form was completed and returned to us.

Under date of November 8, 1945 an extract on file shows that the Estate account was credited with the sum of \$4101.46, representing shareholder's balance. Under the same date another extract shows that the account of K. Minato, File 5066, and the above Estate account, 12774, have been jointly credited with \$3700.00, representing shareholder's balance, but the funds in this joint account are being held pending identification of K. Minato.

A letter was received from O. G. Estabrook, on behalf of Miss Kayano Takehara and her son, Koichi Kaminishi, dated January 20/47, stating that Miss Takehara has in her possession certain papers from the Kaminishi Estate regarding monies advanced evidently by the deceased on behalf of the Royston Lumber Company or its shareholders and Mr. Koichi Kaminishi has requested if the Custodian would consent to see him and his mother, Kayano Takehara, together with Geo. K. Uchiyama (former manager of the Royston Lbr.Co.) some time early in February in connection with the above matter. Mr. Johnston is replying to this letter.

PERSONAL PROPERTY SUMMARY

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File 12774

Accounts Re-
ceivable:

Re: Jenichi Wm. KINOSHITA (File 8612): In a letter dated January 20, 1947 Mr. Estabrook of Lillooet, on behalf of Miss Takehara, it is stated that Miss Takehara has several Promissory Notes from the above man, late of Treganno Farm, St. Catharines, Ontario, which she wishes to take up with the Custodian if she is able to have an interview with the Custodian early in February. A check has been made of Mr. Kinoshita's file but there is no mention made of money owing to Miss Takehara or the Estate. This will be one of the matters discussed by Miss Takehara and her son when they visit the Custodian's office.

Re: Tahel NIMI (Int. File 1255) and Toragoro NIMI, son, file 10711.
(Mortgage, on 331 Powell St. - Lot 36/40/196)

On February 27, 1943 we wrote to Koichi Kaminishi stating we were advised by Toragoro Nimi that Kannosuke Kaminishi, deceased, held a mortgage on the above property of which Tahel Nimi was the registered owner. This mortgage was not registered at the Land Registry Office and the Certificate of Title was stated to be in Koichi Kaminishi's possession. On March 24, 1943 a memo on file states Mr. Estabrook of Lillooet forwarded us the Mortgage signed by Tahel Nimi, also an application dated December 31, 1931 to register this at the Land Registry Office but apparently it was never registered, and that a Certified Copy of the Certificate of Title was also sent. This memo states that Mr. Estabrook advised that by mutual agreement the Mortgage was reduced to \$3000.00 and of this amount the Mortgagor paid \$1500.00 leaving a balance of \$1500.00 which was covered by three Promissory Notes, now in the hands of Miss Kayano Takehara, Executrix of the Estate of Kannosuke Kaminishi, each note being for \$500.00, signed by Toragoro Nimi, son of Tahel Nimi, and the notes dated April 1st, 1940, falling due 16 months, 20 months and 24 months after date, respectively. These notes are on the Royal Bank of Canada, Vancouver, and bear interest at 5% per annum as well after as before maturity.

On April 25, 1945 the Custodian requested Miss Takehara to forward to this office the Promissory Notes and at the same time forward a statement showing the amount owing, including interest, at that time. On May 19, 1945, Mr. Estabrook on behalf of Miss Takehara sent a statement and the notes as requested, and the statement revealed that the balance owing, plus interest as at April 30, 1945 amounted to \$1814.11. These notes were placed in safe keeping by the Custodian and the file reveals that Mr. Johnston asked the accounting department to freeze all funds in Toragoro Nimi's account for settlement of this debt and although Toragoro Nimi was written about this outstanding debt his file does not reveal that he gave any indication of making settlement. Mr. Estabrook was written on December 5, 1945, with a request that he find out from Miss Takehara if she, as Executrix, was claiming under the Mortgage and releasing T. Nimi of payment of the

PERSONAL PROPERTY SUMMARY

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File 12774.

three notes or claiming under the notes and releasing all claim under the Mortgage. Mr. Estabrook's reply of December 29th, 1945 and a subsequent one dated March 4th, 1946 indicate that the mother and son are both of the opinion that the notes actually release the Mortgage and are a direct responsibility of Toragoro Nimi's. Miss Takehara and Koichi Kaminishi advised Mr. Estabrook that having reduced the mortgage from \$5000.00 to \$3000.00 and accepted notes covering the balance from Mr. Nimi they felt they had dealt favorably with Nimi and should not have to accept any further reduction in the amount of the balance owing, both as to principal and interest. To date there is nothing on the files concerned to show that any reduction has been made in the amount owing by Nimi in connection with these Promissory Notes. (This also is a matter which the mother and son wish to discuss with the Custodian on their visit in February).

NO OTHER PERSONAL PROPERTY OF ANY KIND WHATSOEVER RELATING TO THE ABOVE ESTATE IS REVEALED ON FILE.

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


E. Robertson.

December 30th 1942.

File Number 2417

Registration Number Nil

KAMINISHI, Keichi

1625 Kent Street, Vancouver, B. C.

LOCATION AND NATURE OF PROPERTY:

1625 Kent Street, Vancouver, B. C.
Lots 17 and 18, West $\frac{1}{2}$ of Block "C",
D.L. 526, Group 1, New Westminster
District.

OWNERSHIP:

KAMINISHI, Keichi

BUILDING:

A small shingle and frame dwelling set on the North side of what should be Kent Street, but the street does not run through at this particular location. The dwelling therefore faces the Interurban Tracks immediately North of the Fraser River and approximately at the foot of Argyle Street. The only approach is from the Interurban Tracks. The house contains living-room, dining-room, kitchen, bedroom and two store rooms at the rear. There is apparently no plumbing with the exception of a sink in the kitchen. There is no basement, the house being built on timbers and piers. It has a heavy prepared roofing similar to tar paper.

There is also a very large chicken house running across the rear of both lots, which would be an area of approximately 100 ft. long by 20 feet wide. It is frame and shingle.

LAND:

The sizes of the Lots are:
Lot 17 - 70.04 rear; 122.7 W.side; 137.2 E. side.
Lot 18 - 70.04 rear; 111.5 W.side; 122.7 E. side.

TAXES:

1941 taxes in arrears:	\$ 51.50 plus interest
1942 taxes unpaid:	53.64
TOTAL ..	<u>\$105.14</u>

ASSESSMENT:

Assessment of Land	\$ 430.00
Assessment of Building	<u>\$1200.00</u>
Total Assessed Value	<u>\$1630.00</u>

INSURANCE:

Regarding Insurance, the Evacuee, as you are aware, has already left the City and the tenant in the dwelling, Miss Eva Vogt, informed us that to the best of her knowledge he carried insurance on the two small store rooms at the rear of the dwelling and also on the chicken house. She also informed us that there was no insurance carried on the dwelling. The reason for this is that Miss Vogt and her family own the dwelling. This will be explained in the Report under "Remarks".

FINANCIAL POSITION:

In our opinion the Financial Position of this property is fair. There is sufficient revenue coming in from the rental of the property to take care of the taxes, provided same is held for that purpose and applied on them. You will note that there are 1941 and 1942 taxes unpaid. Therefore all rentals received should be held and applied against taxes.

FURNITURE:

There is apparently no furniture or personal effects of the owner on this property. There might be some articles belonging to the Evacuee in the chicken house but it would

no objection *JB*

be very difficult to ascertain which belonged to him and which belonged to the tenant.

REMARKS:

*copy of
lease now
on file.*

As previously stated the tenant in the dwelling is Miss Eva Vogt. It is rather a peculiar arrangement. Miss Vogt's father, mother and brother, along with herself, rented the land from the Japanese owner approximately seven years ago. At that time erected on the land was a small shed containing two rooms and the large chicken house at the rear of the property. They leased the land with these buildings for a period of one year from September 1st 1936 to August 31st 1937, and were apparently verbally given the right to erect a dwelling on the property. This they did. The dwelling is built adjoining the small shed containing the two rooms, which are now store rooms for the dwelling. The lease states that they may remove the building during the term of the lease or at the termination of the said lease. The exact phraseology contained in the lease is as follows:-

"The Lessor agrees that any building erected by the said Lessee may be removed by the said Lessee during the term of this lease or at the termination of the lease."

The consideration shown in the lease is \$108.00 for the year payable at the rate of \$9.00 per month commencing on September 1st 1936. This lease has apparently never been renewed but under the existing Government Regulations regarding rentals it would therefore mean that the rent cannot be increased and that the tenant can demand one year's notice in the event of the sale of the property. In addition to this it is our opinion that they would also have the right to remove the dwelling as upon the expiry of the lease they became a monthly tenant subject to conditions as contained in the lease.

Miss Vogt has been forwarding her rent direct to the Japanese Evacuee. She was not quite sure of the address of the Evacuee as her mother was out at the time we examined the property. We informed her that no further rents were to be sent to the Japanese owner, and advised her that prior to the payment of her next rent we would write and advise her where the said rent was to be paid.

You will note from the Assessment of this property that they show the land and the building. We therefore assume that the Japanese owner is paying the taxes on the dwelling erected by the tenant, which he does not own.

RECOMMENDATIONS:

We recommend that in view of the above peculiar arrangement having been made direct between the owner and the present tenants, Vogt, it be allowed to stand and that the tenant be instructed to forward the monthly rental of \$9.00 due on January 1st 1943, to this office, at which time we will automatically remit it to your Department in the usual manner.

We have only the tenants' word that all rents have been paid up to December 31st 1942, and it will be necessary to check this with the Japanese owner. If we receive instructions to manage this property on your behalf we will procure the Evacuee's address at which time we would suggest you contact him to ascertain the standing of the rental account. It might also be advisable to check up on the arrangement as contained in the lease to clarify the situation as much as possible.

In addition it will be necessary to ascertain if the Evacuee is carrying insurance on the chicken house at the present time. We do not think it necessary to keep this covered in view of Miss Vogt's remarks, but it is of sufficient value to be insured.

THE RENTAL VALUE:

In our opinion, the rent which is being obtained for the land and chicken house, namely, \$9.00, is satisfactory. If a rental value were to be set on the land, chicken house and dwelling, we would recommend \$15.00 per month.

THE SALE VALUE:

The sale value of this property for the land and chicken house, in our opinion, would be \$800.00. If the dwelling were to be included in the sale value, we would say, \$1200.00.

This property was inspected on December 29th 1942 by J.M. Anderson, Rental Manager, and the writer. It was extremely difficult to find and necessitated several trips. It is shown as being on Kent Street, but as previously stated there is no Kent Street, except in various sections, consequently it was necessary to walk along the railway tracks until such time as we could locate the property.

KER & KER LTD.

Per.

Alan N. Ker

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN PROBATE

VANCOUVER REGISTRY.

BE IT KNOWN that on the third day of May, in the year of our Lord one thousand nine hundred and thirty three, the last Will and Testament (a copy whereof, is hereunto annexed) of Kannosuke Kaminishi, late of the City of Vancouver, Province of British Columbia, deceased, who died at the said City of Vancouver, on or about the 1st day of February, 1933, was exhibited, read, and proved, before a Judge of the Supreme Court of British Columbia, and administration of all the estate which by law devolved to and vests in the personal representative of the said deceased was granted to Kayano Takehara, of the said City of Vancouver the sole Executor in the said Will named,

GIVEN under the Seal of the said Court, this
19th day of May, A. D. 1933.

"H. Brown"

Deputy District Registrar

Extracted by Messrs. John & George Robertson,
Solicitors.

I hereby certify that the within instrument is a true and correct copy of the instrument of which it purports to be a copy.

Given under my hand and seal of office this 16th day of Feb. A.D. 1945.

"A.L. Rodway"

Dep. District Registrar.

Estate sworn under.....\$11,400.

Probate Duty.....\$ Nil

Succession Duty.....\$ Nil

"Stamp".

"SEAL"

I Kannosuke Kaminishi of 143 Dunlevy Avenue, in the City of Vancouver, in the Province of British Columbia, rooming housekeeper do hereby make, publish and declare this to be my last will and testament, hereby revoking all former wills by me made.

First, I give, devise and bequeath unto my son, Koichi Kaminishi, all property in the Province of British Columbia, real and personal, of what nature and kind soever.

Second, I hereby appoint Kayano Takehara, real mother of my son, of 143 Dunlevy Avenue, in the City of Vancouver in the Province of British Columbia to be the sole and only executrix of this my last will and testament and direct that she be not required to furnish security.

Third, I direct and empower my executrix to sell and dispose of, to the best advantage, so much of my real and personal property as may be necessary to pay all my just debts, testamentary and funeral expenses as soon as after my death as may be convenient.

Fourth, I hereby appoint the said Kayano Takehara, guardian of person and estate of my child Koichi Kaminishi as my be minor at the time of my death, and direct that she be not required to furnish security whatsoever. And also direct that she may charge reasonable fee in order to perform her duty.

IN WITNESS WHEREOF, I Kannosuke Kaminishi, the testator have this my last will and testament set my hands this first day of October, in the year of 1932, A. D.

The foregoing instrument was subscribed, sealed, published, and declared by the said Kannosuke Kaminishi, the testator as and for his last will and testament in our presence and in the presence of each of us and we, at the same time, at his request, in his residence, and in the presence of each other hereunto subscribe our names and residences as attesting witness this first day of October, A. D. 1932

"K. Kaminishi"
the testator.

"Masse Mitsumura"
143 Dunlevy Avenue Vancouver, B. C.

"K. Nakanishi"
342 Georgia Street E. Vancouver, B. C.

VANCOUVER
MAY 19 1933
REGISTRY

(SEAL)
"P"

RB

SEAL

File Nos. 2417, 11111 and 12774.

Feb. 5, 1945.

Re: Kannosuke KAMINISHI, Deceased.
Lots 17 & 18, W₂ of Subd. "C", D.L. 328, Gp. 1,
New Westminster District, Plan 2204.
1625 Kent Street,
Catalogue No. Nil

The late Kannosuke Kaminishi died on or about February 1st, 1933, while his son Koichi Kaminishi was still a minor. His Will was probated May 19th, 1933, and Miss Kayano TAKEHARA, his common-law wife, had her appointment as Executrix under the Will approved by the Court. A period of over 10 years has elapsed and Koichi Kaminishi reached the age of 23 years on January 11th, 1945. At the present time we are taking steps to have the property transferred to him as he was named beneficiary under the Will. His beneficial interest in this Estate was vested in the Custodian at the time of Koichi's evacuation from the Protected Area.

This Estate also has a large interest in the Royston Lumber Company Limited.

There is also the sum of \$1,500.00 owing to this Estate by Tahel NIMI, Internee File No. 1255. Miss Kayano Takehara holds three Promissory Notes in this connection.
WJJ/HMS

Attached hereto:

- (1) Copy of Will of Kannosuke KAMINISHI, Deceased.
- (2) Real Property Memorandum.
- (3) Copy of Notice of appointment of Kayano TAKEHARA as sole Executor of Will.
- (4) Copy of Memorandum dated September 18, 1944.

W. J. J. Hunter.

COPY
I Kannosuke Kaminishi of 143 Dunlevy Avenue, in the City of Vancouver, in the Province of British Columbia, rooming housekeeper do hereby make, publish and declare this to be my last Will and Testament, here- by revoking all former Wills by me made.

First. I give, devise and bequeath unto my son, Koichi Kaminishi, all property in the Province of British Columbia real and personal, of what and kind soever.

Second. I hereby appoint Kayano Takehara, real mother of my son, of 143 Dunlevy Avenue, in the City of Vancouver in the Province of British Columbia, to be the sole and only executrix of this my last Will and Testament and direct that she be not required to furnish security.

Third. I direct and empower my executrix to sell and dispose of, to the best advantage, so much of my real and personal property as may be necessary to pay all my just debts, testamentary and funeral expenses as soon as after my death as may be convenient.

Fourth. I hereby appoint the said Kayano Takehara, guardian of person and estate of my child Koichi Kaminishi as may be minor at the time of my death, and direct that she be not required to furnish security whatsoever. And also direct she may charge reason- able fee in order to perform her duty.

IN WITNESS WHEREOF, I Kannosuke Kaminishi, the testator have this my last Will and Testament, set my hands this First day of OCTOBER, in the year of 1932, A. D.

The foregoing instrument was subscribed, sealed, published, and declared by the said Kannosuke Kaminishi, the testator as and for his last Will and Testament in our presence and in the pres- ence of each of us and we, at the same time, at his request, in his residence, and in the presence of each other hereunto subscribe our names and residences as attesting witness this FIRST day of OCTOBER A. C. 1932.

"K. Kaminishi"
the testator.

"Masao Mitsumura"
143 Dunlevy Avenue, Vancouver, B. C.
"K. Nakanishi"
342 Georgia Street, Vancouver, B. C.
(east)

The above is a true COPY of Last Will and Testament of Kannosuke Kaminishi before me by Koichi Kaminishi, at Lillooet, B.C., this TENTH day of APRIL, 1943.
"O. G. Estabrook"
(A Stipendiary Magistrate in and for the County of Cariboo)

C
O
P
Y

#18192

In the Supreme Court of British Columbia

IN PROBATE

Vancouver Registry.

BE IT KNOWN that on the THIRD day of MAY in the year of our Lord one thousand nine hundred and thirty-three, the Last Will and Testament (a copy whereof is hereunto annexed) of KANNOSUKE KAMINISHI, late of the City of Vancouver, Province of British Columbia, deceased, who died at the said City of Vancouver on or about the FIRST day of FEBRUARY, 1933, was exhibited, read, and proved, before a Judge of the Supreme Court of British Columbia, and administration of all the estate which by law devolves to and vests in the personal representative of the said deceased was granted to KAYANO TAKEHARA of the said City of Vancouver, the sole executor in the said Will named.

Given under the Seal of the said court,

(SEAL) this 19th day of May, A.D. 1933.

Signed H. Brown, Deputy District Registrar.

Extracted by Messrs. John and George Robertson, Solicitors.

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The above is a true COPY of last Will and Testament of Kannosuke Kaminishi as set before me by Koichi Kaminishi, at Lillooet, B. C., this TENTH day of APRIL, 1943.

"O. G. Estabrook"
(A Stipendiary Magistrate)
In and for the County of Cariboo.

Copied from Original.

This Indenture

- COPY -

made the thirty-first day of August in the year of our

Lord one thousand nine hundred and thirty-six (1936).

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN

KAYANO KAMINISHI, (Wife of K. Kaminishi), of 143
Dunlevy Avenue, in the City of Vancouver, the Province
of British Columbia.

hereinafter called the Lessor of the FIRST PART;

AND

PETER VOGT, (Fisherman), of 1625 Kent Avenue, in the
City of Vancouver, the Province of British Columbia.

hereinafter called the Lessee of the SECOND PART;

WITNESSETH, that in consideration of the yearly rents, covenants and conditions hereinafter respectively reserved and contained, the said Lessor doth demise and lease unto the said Lessee, ALL AND SINGULAR those certain premises being known as:
1625 on the North side of Kent Avenue, Marpole, in the City of Vancouver, the Province of British Columbia, on Lots Seventeen (17), and Eighteen (18), West one-half (W. 1/2) of Block "C", in the subdivision of District Lot Three Hundred and Twenty-eight (328), Group One (1), New Westminster District, according to the registered map or plan of the said sub-division deposited in the Land Registry Office at the City of Vancouver, in the province aforesaid, and numbered

From the first day of September
one thousand nine hundred and thirty-six (1936),

for the term of twelve months next ensuing

YIELDING AND PAYING therefor to the said Lessor, the clear ~~sum of~~ sum of
One Hundred and eight (\$108.00) ----- Dollars of lawful
money of Canada, payable on the following days and times, that is to say: The sum of Nine
(\$9.00) dollars falls due and payable on the 1st day of September, 1936, and
the sum of Nine (\$9.00) dollars falls due and payable on the first day of each
consecutive month thereafter until the full term of this lease has been satisfied.

A Notary Public in and for the
Province of British Columbia

[Signature]

1944 at Vancouver, B. C.

Dated this fourth day of February
document whereof it purports to be a copy.

document initialed by me is a true copy of the original
I hereby certify that the attached (or foregoing)

AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down, or damaged by fire, so as to render the same unfit for the purpose of the said Lessee, then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and

AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or if the said Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, THE then current quarter's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

The Lessor agrees that any building erected by the said Lessee may be removed by the said Lessee during the term of this lease or at the termination of this lease.

AND that he will leave the premises in good repair (reasonable wear and tear, and damage by fire and tempest excepted).

AND will not carry on any business that shall be deemed a nuisance on the said premises;

AND will not assign or sub-let without leave;

AND that the said Lessee will repair according to notice (reasonable wear and tear, and damage by fire and tempest excepted).

AND that the said Lessee will repair (reasonable wear and tear, and damage by fire and tempest excepted). AND that the said Lessor may enter and view state of

AND the said Lessee COVENANT with the said Lessor

to pay rent, and to repair (reasonable wear and tear, and

THE said LESSOR COVENANT with the said LESSEE for quiet enjoyment.

THIS INDENTURE shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

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

SIGNED, SEALED AND DELIVERED
BY THE LESSOR IN THE PRESENCE OF

"Geo. F. Jacobs"
245 East Hastings St.,
Vancouver, B. C.
Broker.

"Kayano Kaminishi"

SIGNED, SEALED AND DELIVERED
BY THE LESSEE IN THE PRESENCE OF

"J. W. Vogt"

"Peter Vogt"

I HEREBY CERTIFY that on the thirty-first day of August 1936,
at Vancouver in the Province of British Columbia

Kayano Kaminishi who is) personally known to me, appeared before me and acknowledged to me that she is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as part and that he knows the contents thereof, and that he executed the same voluntarily, and that she is of the full age of twenty-one years.

IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal of Office at Vancouver British Columbia, this thirty-first day of August in the year of our Lord one thousand nine hundred and thirty-six (1936).

(Notary Public
Seal)

"Geo. F. Jacobs"

A Notary Public in and for the Province of British Columbia.

I HEREBY CERTIFY that on the _____ day of _____ 19____, at _____
in the _____ of _____

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

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

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

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

Declaration
of Witness

1. of the
make oath and say:
I was personally present and did see the within instrument duly signed and executed by
the part
thereby, for the

2. The said instrument was executed at
and that
of the full age of twenty-one years.

4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

SWORN before me at
in the Province of British Columbia, this

day of

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

ROSE, COWAN & LATTY LTD. • LEGAL FORM PRINTERS
748 SEYMOUR STREET, VANCOUVER, B. C.

R.C.L. FORM NO. 41-A

Lease Form

Peter Vogt

TO

Kayano Kaminiashl

Dated August 31st 1936

Declaration
by Attorney

1. of the
DO SOLEMNLY DECLARE THAT
in the Province of British Columbia,
1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.
2. At the time of the execution of the said instrument I had not received any notice or information of the
revocation of the said Power of Attorney by death or otherwise.
AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same
force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.
DECLARED before me at
in the Province of British Columbia, this

A.D. 19

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

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

This Indenture

Made the *Sixteenth* day of *March* in the year of our Lord one thousand nine hundred and forty-five.

In Pursuance of the "Short form of Deeds Act"

Between

KAYANO TAKEHARA, of Lillooet in the Province of British Columbia, formerly of the City of Vancouver in said Province, as Executrix of the Estate of Kamosuke Kaminishi, deceased. (In Trust, Filing No. 16610)

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

(hereinafter called the "Grantor")

AND

KOICHI KAMINISHI, of Lillooet in the Province of British Columbia, Labourer.

(hereinafter called the "Grantee")

Witnesseth, that, in consideration of One (1) -----

Dollar of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged)

he, the said Grantor, hath Grant unto the said Grantee, his heirs and assigns FOREVER :

All and Singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of South Vancouver and Province of British Columbia, and more particularly known and described as:- Lots Seventeen (17) and Eighteen (18) in West half of Subdivision C of District Lot Three hundred and twenty-eight (328), Group One (1), New Westminster District, Plan 2204.

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

To have and to hold unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; ~~Subject nevertheless~~ to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

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

~~And the said Grantor~~ **Grantor** ~~Covenants with the said Grantee that he will execute such further assurance of the said lands as may be requisite.~~

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

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

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

In Witness Whereof the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature
of Witness

Street Address

City or Town

Occupation of Witness

[Signature]

Lillooet, B.C.

Solicitor

Kayano Takehara

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA
To Wit:

of the
in the Province of British Columbia,

I,
of

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said instrument was executed at
3. I know the said part, and that
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at

in the Province of British Columbia, this
day of

, 194

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

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the

Lillooet

Kayano Takehara

at

before me and acknowledged to me that
the maker thereof, and whose name
contents thereof, and that she executed the same voluntarily, and she is

she is
is

the person

subscribed thereto as

that she knows

of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at

Lillooet

British Columbia, this

in the year of our Lord one thousand

day of *March*

, 194, at
in the Province of British Columbia,

(whose identity has been proved by the evidence on
who is) personally known to me, appeared

mentioned in the annexed Instrument as

the

in the Province of

day of *March*

hundred and forty-five.

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

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

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

I HEREBY CERTIFY that, on the
day of
A.D. 194
in the Province of
DECLARED before me at
force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.
AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same
relocation of the said Power of Attorney by death or otherwise.
2. At the time of the execution of the within instrument I had not received any notice or information of the
1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto
DO SOLEMNLY DECLARE THAT
of the
in the Province of British Columbia.

DECLARATION BY ATTORNEY

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

I HEREBY CERTIFY that, on the
day of
194
at
in the Province of British Columbia,
(whose identity has been proved by the evidence on oath of
personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name
to the annexed instrument as the maker thereof, that the said
instrument, and subscribed the name of the said
as the free act and deed of the said
attorney which has not been revoked.

FOR ATTORNEY

THE CHURCH OF BRITAIN
VANCOUVER, B.C.
BORN NO. 2
KOICHI KAMINISHI
—TO—
KAYAO TAKEHARA
(In Trust)
1945.
Bates March

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

I HEREBY CERTIFY that, on the
day of
194
at
in the Province of British Columbia,
(whose identity has been proved by the evidence on oath of
personally known to me, appeared before me and acknowledged to me that he is the
who subscribed his name to the annexed instrument as
to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and after the said seal to
the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of
British Columbia.

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

File No. 12774

DEPARTMENT OF THE SECRETARY OF STATE Office of the Custodian REAL PROPERTY FOR SALE BY TENDER

The Secretary of State of Canada, acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading With The Enemy, 1943, hereby offers for sale by public tender such interests as are vested in him in the following properties:

CITY OF VANCOUVER

PARCEL A: Lot 2, Block 55, District Lot 196, New Westminster District, Plan 194, known as 246 East Cordova Street, upon which is situated a one-storey frame factory building.

PARCEL B: Lots 17 and 18 in the West 1/2 of Subdivision "C" of District Lot 322, Group 1, New Westminster District, Plan 2204, known as 1825 East Street upon which is situated a chicken house and shed. Building used as dwelling not included.

NORTH VANCOUVER

PARCEL C: Lot 17, Block 4 of Blocks 2 and 3, District Lot 516, Group 1, New Westminster District, Plan 2090, being a Vacant Lot on 17th Street between William and Rupert Avenues.

WEST VANCOUVER

PARCEL D: Lot 8, Block 12 of Blocks 7 to 12, District Lot 775, Group 1, New Westminster District, Plan 4085, known as 2153 Marine Drive, upon which is situated a dwelling with a store front.

MATQUIL

PARCEL E: Part (The North West 1/4 39.975 acres more or less) of the North 1/2 of the South East 1/4 of Section 11, Township 14, as shown and lettered "B" on sketch deposited 1110, Save and Except part 7.5 acres as shown on sketch deposited No. 2250, Group 1, Municipality of Matsqui, in the District of New Westminster, being a Farm Property of 22.475 acres, more or less, near Mt. Lehman Road upon which is situated a five-room dwelling and outbuildings.

PARCEL F: Lot 2 of the North West 1/4 of Section 16, Township 18, Map 2264, Municipality of Matsqui, in the District of New Westminster, being a Farm Property of 41 acres, more or less, on Ware Road, Abbotsford, upon which is situated a six-room dwelling, barn and poultry house.

MISSION

PARCEL G: Lots 12 and 13 of the North 1/2 of the South East 1/4 of Section 28, Township 17, Map 2249, Municipality of Mission, in the District of New Westminster, being a farm property of 19 acres more or less, known as 3978 Cherry Street, on which is situated a dwelling, barn and outbuildings.

PITT MEADOWS

PARCEL H: Lot "B", Block 2 of Lot 3 of Lot 12 of Section 36, Block 6 North, Range 1 East, Map 6222, Municipality of Pitt Meadows, in the District of New Westminster, on Advent Road, containing 3 acres more or less on which is situated a community hall and cottage.

SURREY

PARCEL I: Lot 2 of the North West 1/4 of Section 30, Township 2, Map 1607, Municipality of Surrey in the District of New Westminster, being a Farm Property of 8.3 acres, more or less, known as 419 Scott Road, upon which is situated a 7-room dwelling, chicken houses and sheds.

DELTA

PARCEL J: Lot 40 of the North East 1/4 of the North East 1/4 of Section 25, Township 4, Map 1416, Municipality of Delta, in the District of New Westminster, on Bailey Road, on which is situated a one-story frame hall building.

Tenders for the purchase of such interests in the above described properties as are vested in the Custodian will be received subject to the following terms and conditions:

1. Each tender must be for one of the parcels described, but a separate tender may be filed for each of several parcels.
2. A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.
3. A certified cheque payable to the order of the Secretary of State as Custodian for ten per cent (10%) of the amount offered must accompany each tender. The deposit will be forfeited as liquidated damages if the tender is accepted and not completed by the purchaser immediately upon his being required to do so by the Custodian.
4. Each tender must be in a separate sealed envelope addressed to The Office of the Custodian, 605 Royal Bank Building, 578 West Hastings Street, Vancouver, B.C., and each envelope must be marked on the outside "Tender for Real Estate."
5. The balance of the purchase price shall be paid in cash.
6. All adjustments shall be made as of the date of conveyance.
7. The property is sold subject to existing leases and encumbrances, if any.
8. The property is offered for sale without any warranty whatsoever by the Custodian as to location or condition of buildings or improvements or the existence or non-existence of any encumbrances.
9. The Custodian reserves the right to cancel any accepted tender and to refund the deposit at any time prior to delivery by him of the certificate of transfer.
10. Neither the highest nor the lowest tender will necessarily be accepted.

Charters in respect of unaccepted tenders will be returned in due course.

Tenders will be received by the undersigned up to 10:00 a.m. Pacific Daylight Saving Time, on the 15th day of April, 1945, and will close at 10:00 a.m. on that day. Tenders received after that time will not be considered and will be returned to the tenderer without consideration.

DATED AT VANCOUVER, BRITISH COLUMBIA, this 14th day of April, 1945.

THE CUSTODIAN

605 ROYAL BANK BUILDING

578 WEST HASTINGS STREET

VANCOUVER, B.C.

NOV 17 1942
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

East Lillooet, B.C.
Nov. 10th 1942.

RECEIVED

H. G. Sheard Esq.,
The Custodian's Office,
Vancouver, B.C.

File # 2417

Dear Sir:

I am in receipt of your letter
of the 6th instant regarding to a property
at 1625 Kent St., Vancouver, B.C.

Prior to our departure for
East Lillooet where we have now established
ourselves on the self supporting scheme,
I had interviewed with Mr. McPherson
and explained fully in connection
with this matter.

The above mentioned property
had been endowed to me by my father now
deceased and it has been under the care
of my guardian, Mrs. Takano ^{KAYANO} ~~Kayashara~~,
until I reach the full age of twenty
one years.

For further information
kindly consult with Mr. McPherson
of your same department.

Yours Very Truly,

Seichi Sawinashi

2417.

January 6, 1943.

Mr. Koichi KAMINISHI,
Registration No. 01188,
East Lillooet, B. C.

Dear Sir:

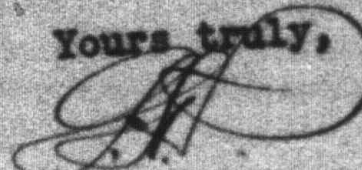
With reference to your property at 1625 Kent Street, we are advised by the tenant, Miss Eva Vogt that the rental payable by her is \$9.00 monthly and has been paid up to December 31, 1942. She also states that the dwelling built upon your property belongs to her and that they have the right to move this building during or at the termination of the lease.

We understand that the lease has now expired and that the tenant is now on a month to month basis. We have instructed Miss Vogt to pay all future rents to Ker & Ker Ltd. who are acting as real estate agents for the Custodian in this case.

We would like to know if you wish fire insurance placed on the chicken house which we understand belongs to you. We are advised that the taxes for 1941 and 1942 are at present unpaid which total \$105.14 plus interest.

Your prompt reply to the queries in this letter will be appreciated.

Yours truly,


G. H. Peers,
Administration Department.

GHP/P.

*No
reply as to
to pay taxes*

File no. 247

Dear Sir:-

Jan. 10 / 1943
FEB 13 1943
FILED 8417
Referred Plus

I received your letter yesterday
I am answering to you about a few letters.

1st thing is Miss Eve Vogt told that she paid up to Dec. 31. 1942
but I don't think that not true, of course she paid every month
last year (1942) but 3 or 4 years before she never paid full amount
because kind of cheap eggs. Anyway Miss Vogt family is all fine
people so I let go about a rent.

2nd is about lease.

please tell to Miss Vogt don't worry about lease is
expired because we really think I do not rent to any
other persons.

3rd is about fire insurance.

I do not care about chicken house so I don't want
in the fire insurance.

Miss Kerk
reimburse

last thing is please send the 1941 tax by this express
sent which you & Ker Ltd. look after now on for us.
I hope that's answer satisfactory to you if you don't
please send letter will you.

yours truly
Koichi Kamimichi

Reg. 01188

House 59

East Lilloet, B.C.

File no. 2417

11111

EVACUATION SECTION

Rec'd FEB -3 1943

File No 2417 11111

Ans. *Ok*

Refer *Mr. Kasper*

2417

2417

Trainer

Jan. 30, 1943

Dear Sir:-

I received your letter 3 days ago.

You asking to me about my 21st birthday
& evidence of that father give to me as I

answering to you

1st. My 21st birthday is over now
January 11th of 1943 is my full 21
birthday

2nd is about that evidence.

Mr. Don Macpherson having copy
of ~~it~~ will, so please talk with Mr. Macpherson
will you.

Sincerely Truly
Koichi Kawanishi

File No. 247

Rec. No. 01119

EVACUATION SECTION	
MAR 25 1943	
Rec'd	
File No.	247
Ans.	
Referred	Milner

247

March 22/43

Dear Sir:

I received your letter at 2:30 PM.
On Jan 30th I wrote that Mrs. Irm Macpherson
had a copy of will but that was my mistake
because I didn't know there is another Macpherson.
But I am sure that (G.W. Macpherson) has a
copy of will as please asked to him. And if
you find looking over, please send me back
will you.

If G.W. Macpherson hasn't had a copy please take
another way because I can't send original.

Yours truly,
Licki Kinnick

"COPY"

Evac. No. 10711/1
2417
Int. No. 1255

MEMORANDUM

To: Mr. Wright
From: Mr. Milson

March 24, 1943

Re: NIMI, Toragoro
NIMI, Tahel (In Japan)

Yesterday we received advice from O. G. Estabrook, Magistrate of Lillooet, on behalf of K. Takehara, Executrix for K. Kaminishi, Deceased, who was supposed to have held a Mortgage on the Nimi property. Mr. Estabrook has forwarded us the Mortgage signed by Tahel Nimi, for \$5000.00, and also an application dated December 31st, 1931 to register this at the Land Registry Office, but apparently it was never registered. He has also sent us a certified copy of the Certificate of Title.

Mr. Estabrook states that by mutual agreement the amount of the Mortgage was reduced to \$3000.00, of this amount the Mortgagor has paid \$1500.00. The balance of \$1500.00 was covered by three promissory notes, now in the hands of K. Takehara, Executrix for K. Kaminishi. Each note is for \$500.00, signed by Toragoro Nimi, son of Tahel Nimi. The Notes are dated the first day of April, 1940 and fall due 16 months, 20 months and 24 months after date respectively and are on the Royal Bank of Canada at Vancouver, bearing interest at 5% per annum as well after as before maturity. These notes have not been taken up by Toragoro Nimi.

As the son Toragoro Nimi has given promissory notes to pay this Mortgage, it in a way substantiates his statement that he has an interest

August 20th, 1943.

Mr. Koichi KAMINISHI,
Japanese Reg. #01188,
East Lillooet, B. C.

Dear Sir:

In a review of your file, and in connection with the Will of your father, probated on the 3rd of May, 1933, of which we received a copy from Mr. O.G. ESTABROOK, we suggest, now that you are the full age of twenty-one years, it would be advisable to have the Title of Lots 17, and 18, West 1/2 Subdivision "C", District Lot 328, Group 1, N.W.D., Plan 2204, placed in your own name. We note that the Title still stands in the name of your father, Kameosuke KAMINISHI. We further suggest that you consult Mr. ESTABROOK who will explain to you the procedure necessary before registration of Title can be made, and he will inform you of the approximate cost of this procedure. The Custodian at present holds to your credit the sum of \$30.30, and there is a monthly rental of \$9.00 in connection with this property which is being credited to you as received. Will you kindly advise me if you are prepared to follow these suggestions.

Yours truly,

Ion Macpherson
Title Examiner

MAIL

*copy filed
in Japanese
will - for
7-1-44*

COPY

File 2417

P. S. Ross & Sons

Chartered Accountants, Trustees & Liquidators

Royal Bank Building

Vancouver, B. C.

23rd October, 1942

released 15th January, 1943

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

Sir:

Since our preliminary report of the 20th May, 1942, on The Royston Lumber Company Limited, and our subsequent appointment as controllers on 21st May, 1942, we have continued our investigation of the company and report as follows:-

Ownership

The company was incorporated under the British Columbia Companies Act and we are advised by the Registrar of Companies, Victoria, B. C. that at 20th December, 1940, (the last annual meeting of the company) the following were reported as shareholders:

Minato, Keiji	Royston, B. C.	22 shares
Estate of Kannosuki Kaminishi	Vancouver, B. C.	284 shares ✓
Iwasa, Matsutaro	Royston, B. C.	62 shares
Minato, Kinoshuke	Royston, B. C.	20 shares
Uchiyama, George K.	Royston, B. C.	48 shares
Uchiyama, George K. (In trust)	Royston, B. C.	2 shares
Tonihiro, Senichi	Portland, Oregon	22 shares
	U. S. A.	

460 shares

The sole executrix* of the Kaminishi Estate has given a power of attorney to G. K. Uchiyama to vote the company shares in the name of the Estate.

* Miss Kayano TAKEHARA.

C
O
P
Y

Sale of Plant, Timber, etc. to Somerset Limited

We reported to you on the 20th January, 1943, covering the results of bids received in response to our offering the company's properties for sale by public tender. This report contained the valuations placed on the assets as a result of appraisal.

On 25th January, 1943, based upon the recommendations contained in the report, you approved of the sale to Mr. Stekl for \$202,000.00 on the terms offered. We immediately requested Messrs. Locke, Lane, Guild and Sheppard to formally accept Mr. Stekl's offer on the conditions set out in our report.

Extract from Statement of Company Affairs, 31st. December 1943.

Estimated surplus for distribution
to shareholders before providing
for additional liquidation expenses

\$126,202.47

Oct. 20/44. Mr. Frank Field advised me today that in the final accounting the Kaminski Estate should benefit to the extent of approximately \$75,000.00 from the sale of the Assets of the Rayston Lumber Company Limited.

W. Johnston

LOGGING AND SAWMILL OPERATION FOR SALE

Notice of Calls for Tenders
for assets of

THE ROYSTON LUMBER COMPANY LIMITED
Royston, B. C.

Under instructions of G. W. McPherson, Esq., Authorized Deputy of the Secretary of State and/or Custodian, the undersigned Controller is directed to call for tenders for purchase of the assets of the Royston Lumber Company Limited generally described as follows:

A FULLY EQUIPPED SAWMILL AND LOGGING OPERATION INCLUDING A SUBSTANTIAL QUANTITY OF NEW SUPPLIES TOGETHER WITH CROWN GRANTED TIMBER LIMITS SAID TO CONTAIN FIFTY TO SIXTY MILLION BOARD FEET. THE MILL CAPACITY IS SAID TO BE FORTY THOUSAND FEET PER SHIFT. THE LOGGING RAILROAD CONSISTS OF APPROXIMATELY TWELVE MILES OF LINE TOGETHER WITH LOCOMOTIVES, FLAT CARS, ETC. THE COMPANY ALSO OWNS A FORESHORE LEASE IN CLOSE PROXIMITY TO THE SAWMILL OPERATION.

The assets are offered for sale to be operated as a going concern and tenders will be received by the undersigned Controller at his office up to noon (daylight saving time), the 16th day of December 1942, upon the following terms and conditions:

- (a) A certified cheque to the order of the Controller for 10% of the tender price must be enclosed therewith; subject to the condition that should the tenderer not fulfill the terms of his offer and the conditions of the Notice calling for tenders, his tender will be cancelled and the amount deposited by him forfeited to the Controller as liquidated damages; cheques in respect of unaccepted bids will be returned in due course.
- (b) The assets are offered for sale without any warranty whatsoever on the part of the Controller as to quantity, condition or state of repair of such assets, and while the general idea thereof may be obtained from the inventories in the office of the Controller, the sale thereof shall be made in each case subject to shortages and overages, the shortage to be at the charge of and the overages for the benefit of the successful tenderer.
- (c) Neither the highest nor any tender will necessarily be accepted.
- (d) The purchaser and/or purchasers shall pay all transfer taxes and dues, if any, payable to the Crown.

C
O
P
Y (e) The envelopes enclosing offers should be marked
"Tender" and addressed as follows:

Frederick Field, Controller,
The Royston Lumber Company Limited,
c/o P. B. Ross and Sons,
675 West Hastings Street,
Vancouver, B. C.

INVENTORIES MAY BE INSPECTED DURING OFFICE HOURS ANY DAY UP TO
NOON ON THE 15th DAY OF DECEMBER, 1942, AT THE OFFICE OF THE CONTROLLER,
ALL ROYAL BANK BUILDING, 675 HASTINGS STREET WEST, VANCOUVER, AND ARRANGE-
MENTS CAN BE MADE WITH THE CONTROLLER FOR INSPECTION OF THE PROPERTY,
EQUIPMENT AND SUPPLIES.

24th November, 1942

Frederick Field,
Controller of the Royston Lumber
Company Limited assets in Canada.

2417.

January 10th, 1944.

Mr. Koichi KAMINISHI,
Registration No. 01188,
East Lillooet, B. C.

Dear Sir:

We are enclosing herewith a copy of our letter dated August 20th, 1943, with a further request that you reply to same as soon as possible.

In connection with the taxes on your property, we wish to advise you that they remain unpaid for the years 1941, 1942 and 1943 and the total outstanding is approximately \$170.00. Please advise us if the arrangement which you made with the Vogt family stipulated that you were to pay all the taxes on land and improvements. The fact that the Vogt's built a house on your property increased your taxes and we would like to know whether or not they should be paying a portion of same. The water rates are also being paid from rentals received by our agent, Messrs. Ker & Ker Ltd. We have nothing on file which indicates whether or not the arrangement you made with the Vogt's was written or verbal and we would appreciate hearing from you in this connection.

Failing receipt of a letter from you containing information as requested above, we will presume that you agreed to be responsible for taxes and water rates and that you do not wish to have the property placed in your name at the present time.

Yours truly,

W. J. Johnston,
Administration Department.

WJJ/P.
Encl.

P. O. Box 118,
Lillooet, B. C.,
January 24, 1944.

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

ATTENTION W. J. JOHNSTON
Administration Department.

EVACUATION SECTION	
DATE	JAN 26 1944
FILED	2417
APPROVED	<i>[Signature]</i>
Re: Your File 2417	
Dated Jan. 10, 1944	

Dear Sir:

Mr. Koichi Kaminishi called on me recently and left with me the following impressions regarding your letters and asked me to communicate his views to you.

1. In the matter of the letter of August 20, 1943 from Ian Macpherson, Title Examiner, Koichi Kaminishi would prefer to have the Title remain in the name of his Father (deceased) for the time being.
2. Re your letter of January 10th, 1944, Mr. Kaminishi says he had a written agreement with Mr. Vogt but that he has lost his copy. He recalls that the agreement was that he should pay Taxes, Water Tolls and that the rent was \$9.00 per month.
3. Mr. Kaminishi was not advised by Mr. Vogt about building of new house, and he feels that a higher rent should be arranged to equitably offset the increased taxation and/or Water Tolls increase if any, caused by the building of a new home on the property.
4. If available, Mr. Kaminishi would like to know amount of Taxes imposed prior to erection of new building and amount of Taxes after building erected. Also the same in regard to Water Tolls if such were affected.
5. In the matter of Tax arrears Mr. Kaminishi would like the accumulated rentals applied to paying off the Taxes, and would appreciate further advice from your Department in this matter.

Very truly yours,

O. G. Eatabrook

O. G. Eatabrook.

A STIPENDIARY MAGISTRATE IN
AND FOR THE COUNTY OF CARIBOO

1625 Kent
Jan 31/43

Custodians office
306 Royal Bank

Re Kouchi Kamenishi

EVACUATION SECTION	
Rec'd	FEB 2 1944
File No.	2447
Ans.	
Referred	Johnson

Dear Sir

File No 2447

In reply to your letter of the 28th referring to the lease on the property of 1625 Kent. The lease was signed by my Brother Peter Voigt. He is a fisherman and lives up the coast and I don't feel I could I could turn it over to anybody as it is not mine.

But I could bring it in if I could take it back with me after you made a copy. I wrote Kamenishi asking if he would be willing to sell this property. But they did not answer my letter and I took it they did not wish to sell it.

But would still like to buy it if possible. Hoping to hear from you and hope that is satisfactory to you.

Sincerely
Miss Eva Voigt
1625 Kent

2437.

February 2nd, 1944.

Miss Eva Vogt,
1625 Kent Street,
Vancouver, B. C.

Dear Miss Vogt:

We are in receipt of your letter of the 31st
ultimo and note contents. Kindly bring in the lease which
you have in your possession and we will make a copy of same
while you are at our office.

Yours very truly,

W. J. Johnston,
Administration Department.

WJJ/P.

Feb. 4, 1944.

I hereby acknowledge having
received Original Lease from
Office of the Custodian after copy of
same was made.

Eva Vogt

C
O
P
Y

LOCKE, LANE, GUILD & SHEPPARD
Barristers & Solicitors

703 Rogers Building

Vancouver, B.C.

June 8th, 1944.

Office of the Custodian,
506 Royal Bank Bldg.,
675 West Hastings Street,
Vancouver, B.C.

Dear Sir:-

Attention Mr. Wright

Re: Properties sold to Director
under Veterans' Land Act.
Your file No. 1247-A.

We note your instructions that in some fifteen parcels the title is in the name of a Japanese who has died prior to the Orders-in-Council coming into effect, and the beneficiaries either evacuees or alien enemies have not taken out Letters, probably to offer an obstacle to the Custodian. We are of the opinion that the Orders-in-Council in their present form will not assist. Reg. 12 (2) (P.E. 1665 as enacted by Sec. 4 of P.C. 2483) does not appear to us to assist in that it relates to property "belonging to any person of the Japanese race" but those words in the defining section of P.C. 2483 mean and are therefore restricted to a person of the Japanese race required to leave the protected area, and that description could not apply to a deceased owner who had died before the Orders-in-Council came into effect requiring the Japanese to leave this area.

There appears, therefore, no regulation which is applicable to these registered owners and the utmost the Custodian could assert is that under P.C. 2483 there is vested in him the equitable or beneficial interest which has passed by devolution to the beneficiaries that vesting in the Custodian does not however permit him to proceed directly against the title. The Administration of Estates Act, Chap. 2, Sec. 106 provides that real estate vests in the personal representative therefore the right of these respective beneficiaries must be against the personal representatives when appointed and similarly as the rights of these beneficiaries are vested in the Custodian the Custodian's right must be limited to a right against such personal representatives when appointed. There appears to be two methods whereby you may get title in the legal state: -

1. By having the Official Administrator apply. Under the Administration of Estates Act, Chap. 5, Sec. 47 the Official Administrator may apply in the event of (a) a person dying intestate or leaving a will with an Executor not willing and competent to take probate, or where the executor resides outside the Province, and (b) that the deceased had his fixed place of abode in the County or had no

Office of the Custodian

fixed place of abode in the Province but had assets within the County and the Official Administrator so applying can see that no relatives within the Province entitled to share in the estate are ready and competent to take out Letters. Under Section 48 the Official Administrator is obliged to take out Letters where all the heirs and next-of-kin in the Province renounces or requests him to do so. We assume that the beneficiaries will not permit complying with Sec. 48 but Sec. 47 would appear to apply in that the beneficiaries although being within the Province have by neglecting to take out Letters over a considerable period must have shown that they are not ready to take out such Letters. There would appear no difficulty in complying with the remainder of Sec. 47.

2. An alternative method could be set up by amending the Orders-in-Council to provide that the Custodian could enquire whether evacuees or enemies were the beneficial owners of any property registered in the name of the deceased, and if he were of that opinion could direct that such property vest in him.

The latter method would carry the advantage of giving you control of the disposal of this property whereas there are disadvantages to relying upon the Official Administrator. In the first place there must be in every instance some doubt as to whether grant will be made to an Official Administrator; that can be defeated by any beneficiary deciding to take the grant and having taken the grant could then decline to go on the register. Further, certain Official administrators have taken the position that both Sec. 47 and 48 must be complied with. We do not so read the Statute and the Official Administrator at New Westminster, where the majority of these properties will lie, would apply under Sec. 47 irrespective of compliance with Sec. 48.

Further the power of sale contained in the Official or other Administrator must be subject to the limitations of that office but you will appreciate that an Administrator is not a Liquidator and we can expect each Official Administrator to act with considerable precaution and not necessarily dispose of the properties as we may direct. It is, therefore, evident that only by amending the Orders-in-Council could the control of this administration be obtained by the Custodian. If there be any reason against amending we could have the Official Administrator at New Westminster apply.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD

Per: "E.A.S."

FAS/EB.

file No. 2417

August 7/1944

K Kamanishi

Rec'd	AUG 8 1944
File No.	2417
Ans.	12/8/44. JCS
Forwarded	Shears

The Custodian
506 Royal Bank building

Dear Sirs

I wish to make a bid of Six Hundred dollars
for property being known as 1625 on the north side
of Kent in Vancouver lots seventeen and eighteen
West one half of Block C in the subdivision District
of Three Hundred and twenty eight. The barn
and shack built for garage belonging to
Koichi Kamanishi. The house belongs to us
In closed find cheques for (\$60) Sixty dollars
which I take will be returned to me. if
my bid is not accepted

Thanking you

Very sincerely

Miss Eva Vogt
1625 Kent

2417,
11111

October 11, 1944.

Kyuno TAKEMURA,
Reg. No. 02892,
Lillooet, B.C.

Dear Madam

Re: Lots 17, 18 in S $\frac{1}{2}$ of Subd. "C",
D.L. 328, C.L. D.S.W. Plan 2204.
Estate of Kamezuke KAMINISHI, Deceased.

We are writing you at this time in connection with the property at 1625 Kent Street, in the City of Vancouver, which according to the will of Kamezuke Kaminishi, was left to his son Koichi Kaminishi. We are advised that the will was probated on the 19th day of May, 1933 and the court approved of your appointment as Executrix. We note however, that the property in question has not yet been conveyed by you to Koichi Kaminishi as indicated in the will, and since the beneficial interest of Koichi Kaminishi is vested in the Custodian by Order in Council of the Canadian Government, we now request you to proceed without delay to effect transfer of this property.

For your information we may state that it is the intention of the Custodian to complete the orderly liquidation of all Japanese owned properties. These are sold subject to a valuation made by an independent appraiser and we may add that fair prices are being obtained in each case otherwise the transaction is not completed. Net proceeds from the sale of the above mentioned property will of course be credited to the account of Koichi Kaminishi in this office and may be available to him in the usual way.

We are sending a copy of this letter to Mr. O.G. Estabrook, who has already written to us on your behalf relative to this matter, and we are sure that he will be able to assist you in understanding and carrying out your obligations as Executrix of this Estate.

We anticipate a prompt reply,

Yours truly,

A. G. Earthur,
Administration Department.

ACK:AS
c.c. Mr. O.G. Estabrook,
Stipendiary Magistrate, Lillooet.

2417,
11111

October 11, 1944.

Mr. O. G. Estabrook,
Stipendiary Magistrate,
Lillooet, B. C.

Dear Sir:

Re: Lots 17, 18 in W₂ of Subd. "C",
D.L. 328, G.L. D.M.W., Plan 2204.
Estate of Kamosuke KAMINISHI, Deceased.

We enclose herewith a copy of a letter which we are sending to-day to Kayano Takehara, Executrix of the above estate. You will see from the contents the attitude of the Custodian relative to the title remaining in the name of the father of the beneficiary. Kayano Takehara will no doubt be calling upon you with reference to this matter and we are sure that your efforts will be directed toward impressing upon this Executrix her full responsibilities.

We presume that the debts of the estate have been properly settled and that Koichi Kaminishi is entitled to receive this property intact. Upon a proper conveyance being executed by Miss Takehara it should be sent to this office by registered mail together with the Certificate of Title which she no doubt holds. Your co-operation in this matter will be appreciated.

If you are advising the Executrix regarding the Estate of Kamosuke Kaminishi generally, we will be glad to assist you with such information as our files permit.

Yours truly,

A. G. McArthur,
Administration Department.

AGM:AS
encl.

March 1, 1945.

Mr. J. P. Wilson,
Solicitor & Notary Public,
Lillooet, B. C.

Dear Sir:

RE: Estate of Kamosuke KAMINISHI
Lots 17 & 18 in West half of Sub-
division "C" of D. L. 328, Group 1,
New Westminster District, Plan 2204.

We wrote you on the 26th of February requesting you to procure execution of a Deed from Kayano TAKAHARA as Executrix of the Estate of KAMINISHI to herself and another conveyance from herself to Koichi KAMINISHI.

It has occurred to us that as Executrix of the will naming Koichi KAMINISHI as sole heir, Kayano TAKAHARA is not permitted to convey first to herself, and therefore the conveyance should be from herself as Executrix of the Estate of Kamosuke KAMINISHI direct to Koichi KAMINISHI. If, however, you have procured execution of the two Deeds as stated in my letter of the 26th, would you please send them along and disregard the above.

Yours truly,

Ian Macpherson,
Title Examiner.

IM:MAC

P. J. WILSON, LL.B.
SOLICITOR - NOTARY PUBLIC

LILLOEET, B. C.

March 3, 1945.

Ian Macpherson, Esq.,
Title Examiner,
Office of the Custodian,
506 Royal Bank Building,
Hastings and Granville Streets,
Vancouver, B. C.

EVACUATION	
Rec'd	MAR 5 1945
File No.	2417
Ans.	
Referred	Macpherson

Dear Sir:

Re: Estate of Kannosuke Kaminishi
File No. 2417

I have received your two letters of February 26th and March 1st with reference to the conveyance of Lots 17 and 18 in West half of Subdivision C of D. L. 328 Group 1, New Westminster District, Plan No. 2204, Kayano Kaminishi.

As I advised you in my previous letter, Kannosuke Kaminishi is only a trustee of this property, and presumably the deed would have to be to Kayano Kaminishi in trust. Now it might be, when the nature of the trust and the terms are known, that he would have no interest in the property, and might not be entitled to act as trustee.

I think it would be well for you to look further into the matter, and advise me as to just how the deed is to be drawn so that it will meet the requirements of the Land Registry Office.

Yours truly,

P. J. Wilson

1277A, 11111 & 2417

March 6th, 1945.

Mr. P.J. Wilson, LL.B.,
Solicitor & Notary Public,
Lillooet, B. C.

Dear Sir:

RE: Estate of Kannosuke KAMINISHI
Lots 17 & 18 in West half of Sub-
division "C" of D.L. 328, Group 1,
New Westminster District, Plan 2204.

Reference is made to our letter of March 1st and your reply of March 3rd and conveyance of the above described property. I am enclosing for your information copies of the Will of Kannosuke KAMINISHI and of Probate of his Will on 19th May, 1933. These documents are on file in the Land Registry Office and the conveyance which you are preparing should conform to them.

Actually there is no such person as Kayano KAMINISHI, this persons real name being Kayano TAKAHARA who was the common-law wife of Kannosuke KAMINISHI and was named as his Executrix in his Will. As Koichi KAMINISHI is the named heir of Kannosuke KAMINISHI in the last Will, a conveyance from Kayano TAKAHARA as Executrix of the Estate of Kannosuke KAMINISHI "In Trust", Filing Number 16610, to Koichi KAMINISHI will convey the property to the heir direct. Koichi KAMINISHI'S present address is Lillooet, B. C. The consideration in this conveyance will of course be nominal.

Yours truly,

Ian Macpherson
Title Examiner

IM:MM
Encls.

File No. 1255 Int.
12721/1
12774
11111
2417

April 2nd 1943.

MEMORANDUM

TO: Mr. E. W. Wright
FROM: Mr. W. J. Johnston

Re: Tabei NIMI, in Japan, and
Lot 36, Block 40, D.L. 196,
known as 351 Powell Street,
Vancouver, B. C.

The above-mentioned property, registered in the name of Tabei NIMI, in Japan, has been sold for the sum of \$2,500.00, and the net proceeds received from this sale have been credited to Mr. NIMI's account number 1255.

There was an unregistered mortgage dated December 30th 1931, for \$5,000.00 against this property but same was reduced to \$3,000.00 by consent of all parties concerned. This latter amount was further reduced to \$1,500.00 by payments and the balance remaining was paid by three Promissory Notes for \$500.00 each, given to the Estate of Kameyake KAMINISHI by Mr. Toragoro NIMI, son of Tabei NIMI, the title holder. Kameyake KAMINISHI, the Mortgagee, died on or about February 1st 1933.

These Notes remain unpaid and in view of the fact that the above-mentioned Estate, evasue account number 12774, requires funds for the payment of taxes amounting to approximately \$250.00 before registration of a certain Deed can be effected, it would be appreciated if you would transfer such funds as you may deem advisable as partial payment of said Notes.

Mr. Tabei NIMI's credit balance at this date stands at \$1,170.39.

W. J. Johnston
.....

WJ/MS

11111
12774 ✓
2417
10711/1

April 3rd 1945.

Miss Kayano TAKEHARA,
Registration No. 02892,
Lillooet, B. C.

Dear Madam:

Res Lot 36, Blk. 40, D.L. 196,
known as 331 Powell Street,
Vancouver, B.C.

In the year 1931, Mr. Kannosuke KAMINISHI loaned monies to Mr. Takei NIMI, now in Japan, and in return accepted a mortgage for \$5,000.00 on the above-mentioned property.

We understand this mortgage was reduced to \$3,000.00 by mutual consent and subsequently the sum of \$1,500.00 was paid on account. The balance of \$1,500.00 was paid by three Promissory Notes of \$500.00 each being given to the Estate of Kannosuke KAMINISHI by Mr. Toragoro NIMI, son of Mr. Takei NIMI.

These Notes were at one time left in the care of the Royal Bank of Canada, Main and Hastings Street, Vancouver, but we have been advised today by Mr. J. P. Fisher of this Bank that they were returned to the Executrix of said Estate.

Kindly advise us regarding the whereabouts of these Promissory Notes as it is possible that we may be in a position to collect a portion of this indebtedness from Mr. Toragoro NIMI in the near future. A reply by return mail will be appreciated.

Yours truly,

W. J. Johnston,
Administration Department.

WJJ/HMS

File No. 12774
11111
2417

April 11th 1945.

MEMORANDUM

TO: Mrs. A. G. McArthur
FROM: Mr. W. J. Johnston

Re: Lots 17 and 18 in West half of
Subdivision "C" of D.L. 326,
Group 1, WND, Plan 2204,
1625 East Street, Vancouver, B.C.

The above-mentioned property may be included in
the forthcoming advertisement as the title to same has now
been cleared of its defect.

Miss Kayano TAKENARA, executrix named in the
will of Mamoru KAMINISHI, deceased, and whose appoint-
ment was approved by the court, has deeded this property
to Koichi KAMINISHI, the sole beneficiary, and the Deed
is now in our office. The Title has also been forwarded
to us by Mr. P. J. Wilson, Barrister and Solicitor of
Vancouver, B. C.

We will be registering this Deed shortly and, after
vesting the interest of Koichi KAMINISHI, we will obtain a
new Certificate of Encumbrance.

This property is presently rented unfurnished to
the Vogt family on a month-to-month basis at \$9.00 monthly
plus repairs. It was originally leased to Peter Vogt by
Kayano KAMINISHI (Miss Kayano Takenara) from September 1st,
1936, "for the term of 12 months next ensuing", at \$9.00
a month plus repairs, but there was no clause in connection
with "holding over" after the expiry date. Miss E. Vogt
is named as tenant in her and her husband's rental statements.

The following is an extract from said lease: "The
Lessor agrees that any building erected by the Lessee may be
removed by the Lessor during the term of this lease or at
the termination of this lease."

The Lessee did erect a small dwelling on the
property in the fall of 1936. The increase in Taxes and Water
Rates is paid from rentals as Koichi KAMINISHI has agreed to
be responsible for same.

P.T.O.

April 30/45
1625 Kent.

Rec'd	5/5/45
File No.	12774
By	Put
Received	Shears

Custodian

Dear Sir

I am Bidding eight hundred.
for place known as 1625 Kent
lot 17 and 18 West one half of block C,
in the subdivision of district lot
328. the Barn and shed built for
a garage. The house belonging
to us.

I enclose find cheque for eighty
dollars 10 per cent of bid

Thanking you

Sincerely
Miss Eva Vogt
1625 Kent

Vancouver

B

*Evans Products Company Limited*OFFICE AND FACTORY
8. E MARINE DRIVE AT BORDEN

Vancouver, B. C.

May 5, 1945.

Rec'd	5/5/45
File No.	12774
Ans.	
Retired	

Custodian of Alien Property,
509 Royal Bank Building,
Vancouver, B. C.

Re: Parcel B and List of Property
as given in paper of April 14, 1945

Gentlemen:

Referring to the above-mentioned parcel, more specifically known as Lots 17 and 18 of the west half of subdivision D, Parcel B, District Lot 328, Group 1, New Westminster District, Plan 2204, 1625 Kent Street, we herewith tender the sum of \$1,100.00 for this property. Enclosed please find certified cheque for 10% of this figure.

We might mention that we are the owners of property on the opposite side of the Vancouver Lulu Island Railroad, operating thereon a manufacturing plant, producing storage battery separators. We are rather cramped for space and plan the construction of a new office in the near future. If we are the successful bidder, it is our intention to use this property for office and parking space.

Yours truly,

EVANS PRODUCTS COMPANY LIMITED.

By:

*Chas. McGregor*GEM/j
Encl.

B

PROPERTY SUSPENSE ACCOUNT

*Evans Products Company Limited*OFFICE AND FACTORY
S. E. MARINE DRIVE AT BORDEN

Vancouver, B. C.

May 19, 1945.

Your File No. 12774Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

EVACUATION SECTION
Rec'd MAY 22 1945
File No. 12774
Ans. <i>Shears</i>

Re: Parcel "B"
Lots 17 & 18 of W₂ of subdiv. D,
Pol. B, D.L. 328, Gp. 1, N.W.D. Plan 2204.
1625 Kent Street

Gentlemen:

We have for acknowledgment yours of
May 17th in connection with our tender on the above
property.We understood that the property for
sale included a large chicken house and a shed and
our tender of \$1,100.00 was based on a land value of
\$600.00 and buildings \$500.00. While we cannot make
use of these buildings, we figured that in the event
that ours was the successful tender we could possibly
sell the chicken house for removal to another site.

Thanking you, we remain,

Yours truly,

EVANS PRODUCTS COMPANY LIMITED.

By: *Geor. McQuig*

GEM/J

O. G. ESTABROOK

STIPENDIARY MAGISTRATE
COUNTY OF SARISON
MAGISTRATE OF THE U. S. S.
COUNTY OF SARISON

P. O. BOX 118,
LILLOOET, B. C.
May 19, 1945.

EVACUATION SECTION	
Rec'd	MAY 23 1945
File No.	12774
Ans.	<i>egg</i>

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

Your File 2417
10711/1
11111
12774

Dear Mr. Johnston:

Please find herewith a statement and three Promissory Notes brought in to me by Koichi Kaminishi, today.

In the matter of the statement, I must advise you that specific dates as to payments are lacking but Miss Takehara is quite certain as to the months in which the payments were received.

The delay in getting these Notes to you is most unfortunate. It appears Koichi Kaminishi has been working on the new cannery building here in Lillooet and put aside your first letter long enough to quite forget entirely taking care of the matter and he feels quite badly about it.

Yours very truly,

O. G. Estabrook
(O. G. Estabrook)

STATEMENT

April 1st, 1940	Principal reduced to	-	-	-	-	<u>\$3000.00</u>
April 1940	Received on Principal	-	-	\$500.00	-	<u>2500.00</u>
Interest to October 1st, 1940	-	-	-	-	-	<u>52.05</u>
						<u>2552.05</u>
Received on Principal October 1940	-	-	-	500.00	-	<u>2052.05</u>
Interest from Nov. 1/40 to May 31/41	-	-	-	-	-	<u>58.31</u>
						<u>2110.36</u>
May 31/41	Cheque received for Interest	-	-	90.00	-	<u>2020.36</u>
May 31/41	Received on Principal	-	-	500.00	-	<u>1520.36</u>
Interest from May 31/41 to April 30/45	-	-	-	-	-	<u>293.75</u>
<u>BALANCE as at April 30th, 1945</u>						<u>1814.11</u>

*attached to L 19-5-45
Estabrook file 12774*

memo. 30-11-45

D

2 Copies

12774 ✓
11111
10711/1
2417

May 28th 1945.

O. G. Estabrook, Esq.,
P.O. Box 118,
Lillooet, B. C.

Dear Sir: Re: Estate of Kamezake KAMINISHI, Deceased.

We are in receipt of your letter of the 19th instant, enclosing three Promissory Notes for \$500.00, in connection with Mr. Toragoro NIMI's indebtedness to the above-mentioned Estate.

We have handed these Notes to our Accounting Department for safe-keeping and will endeavour to effect collection of same in full. We fully expect to obtain a payment of \$500.00 from Mr. NIMI in the next week or two and will advise you in due course regarding this matter.

Yours very truly,

W. J. Johnston,
Administration Department.

WJJ/HMS

12774 ✓
11111
10711/1
2437

May 28th 1945.

Mr. Toragoro NIMI,
Registration No. 10353,
Minto City, B. C.

Dear Sir:

Re: Estate of Kamosuke KAMINISHI, Deceased.

Three Promissory Notes signed by you and dated April 1st 1940, have been forwarded to this office by Kayano TAKEHARA, Executrix of the above-mentioned Estate. Each Note is for \$500.00 with interest at 5% per annum and payable at the Royal Bank of Canada, Vancouver, 16, 20 and 24 months after date respectively.

We realize you are aware of the circumstances of this indebtedness but we wish to remind you that these Notes were given to Miss TAKEHARA as Executrix of this Estate. The total principal of the three Notes, viz \$1,500.00, represented the balance owing April 1st 1940, on an unregistered Mortgage for \$5,000.00 given by your father, Takei NIMI, to Kamosuke KAMINISHI, during the latter's lifetime, for value received.

There is no record on any of the three Notes which would indicate that you have paid all or any portion of principal or interest and we are asking you at this time to write us acknowledging your obligation to said Estate.

If any payments have been made by you in connection with these Notes we would ask you to kindly let us have a record of same.

We are anxious to receive a reply to this letter by return mail and we are enclosing a stamped, addressed envelope for your convenience.

Yours truly,

W. J. Johnston,
Administration Department.

WJ/JMS
Enc.

12774 & 2427

May 31, 1945.

Evans Products Company Limited,
S. E. Marine Drive at Borden,
Vancouver, B. C.

Dear Sirs:

Re: Special Ad. "B" 14/4/45.
1625 Kent St., Vancouver.
17 & 18/45 Subd. "C" D. L. 328.

Your letter of May 5th enclosing cheque for \$110.00 and offer to purchase the above property for the sum of \$1,100.00 has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for the balance of the purchase price, namely, \$990.00.

Kindly advise the full name, address and occupation of the person in whose name this property is to be registered and also state whether or not the proposed registered owner is a British Subject, if this property is to be registered in the name of the Evans Products Company Limited, kindly supply the day, month, year and place of ^{inc}corporation.

The necessary documents will then be prepared and forwarded to the Secretary of State at Ottawa, and if our recommendation is acted upon, the documents will be signed and returned.

After the documents have been registered a statement of adjustments of taxes, etc., will be prepared, including registration fees, and forwarded to you.

The tenant will then be advised that the property has been sold, subject to the existing tenancy, and the owner will then be in a position to assume control of this property.

We understand that you have full knowledge that the dwelling situated on this property is not included in the transaction, being owned by a Miss Eva Vogt, and that she will have the privilege of removing this building.

Yours truly,

F. G. Shears,
Director.



12774 & 2417

June 8, 1945.

Evans Products Company Limited,
8. E. Marine Drive at Borden,
Vancouver, B. C.

Dear Sirs:

Re: Special Ad. "B" 14/4/45.
1625 Kent Street, Vancouver.
17 & 18/44 Subd. "C" D.L. 328

This will acknowledge receipt of your letter of June 6th in which you enclosed your certified cheque for \$990.00. We have now received a total of \$1,100.00, being the full amount of the purchase price for the above property. Our official receipt is enclosed herewith.

We note that you request this property to be registered in the name of Evans Products Company Limited, and that this company was incorporated under Letters Patent as a Dominion Company on November 14, 1931.

As previously advised, conveyance will be prepared and forwarded to Ottawa with our recommendation for acceptance, and if accepted, adjustments will be calculated as of the date of this letter.

Yours truly,

F. G. Shears,
Director.



12774, 2417

June 12, 1945.

Mr. Koichi KAMINISHI,
Reg. No. 01188,
House No. 59,
East Lillooet, B.C.

Dear Sir:

Re: Spec. Ad. "B" April 14/45.
1625 Kent Street, Vancouver,
17 & 18/81 Subd. "C" D.L. 128.

Please be informed that the above property is in course of sale on the basis of a valuation independently made and following directions issued from Ottawa. The price obtained is \$1100.00 which will be subject to the usual charges for the sale of any real property. The net proceeds of this sale will be credited to the Estate account of Kamesuke Kaminishi. A detailed statement of the transaction will be sent to you when the matter is concluded.

Yours truly,

George Peters,
Administration Department.

GP:AS

Special Ad. "B" April 14/45
File No. 12774
1625 Kent St., Vancouver
17 & 18/81 Subd. "C"/328

November 23, 1945.

EVANS PRODUCTS COMPANY LIMITED
(purchasers)

In account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As at June 8, 1945)

	DEBIT	CREDIT
Purchase price	\$1,100.00	
Cheques received		\$1,100.00
<u>Amount of rent collected</u>		
June 8th to June 30th - 23/30 x \$8.00		6.13
July, August, September & October - 4 months @ \$8.00		32.00
Registration fees on deed - \$1,100.00	6.45	
Insurance premium - #569439 (unexpired portion)	3.45	
Purchaser's proportion of 1945 taxes paid - 207/365 x \$54.08	30.67	
Repairs to water service - Sept. 17/45.	10.50	
Balance owing by purchaser		12.94
	<u>\$1,151.07</u>	<u>\$1,151.07</u>

BALANCE OWING BY PURCHASER

\$12.94

12774, 2417

June 13, 1945.

Messrs. Ker & Ker Ltd.,
475 Howe Street,
Vancouver, B.C.

Dear Sirs:

Re: Spec. Ad. "B", April 14/45.
1625 Kent Street, Vancouver,
17 & 18/41 Subd. "C"/D.L. 328.

This property, the rents for which you are collecting, is the subject of an expected sale direct to the purchaser, the effective date of which should be June 8, 1945.

Will you be good enough to continue collecting rents and reporting to this office pending completion of current arrangements. It will be appreciated, however, if you will report as promptly as possible and at the same time keep us up to date on all charges against the property which are disbursed through your office.

No further extraordinary charges should be incurred without consultation but current levies usually payable on behalf of the landlord (such as water, for example) may be continued.

You will be further notified when the sale is finally completed.

Yours truly,

George Peters,
Administration Department.

GP:AS

12774

August 13th 1945.

Mr. P.J. Wilson,
Barrister,
Lillooet, B. C.

Dear Sir:

Re: Estate of Kamosuke KAMINISHI.

Shige KAMINISHI died leaving by Will, property of which Kamosuke KAMINISHI in Trust filing 16610 is at present the Registered owner and Kamosuke KAMINISHI died leaving as executrix Kayano TAKEHARA. The Wills of both Shige KAMINISHI and of Kamosuke KAMINISHI were probated, and probate of the two Wills are in hand.

The Registrar requests that a Deed from Kayano TAKEHARA as executrix of Shige KAMINISHI to Kayano TAKEHARA as executrix of Kamosuke KAMINISHI be filed and I am enclosing a Deed dated the 17th July 1945 to which I should be pleased if you will procure Kayano TAKEHARA'S signature in duplicate.

Your account for \$27.50 in connection is being passed and a cheque will follow by the next mail.

Yours truly,

Ian Macpherson,
Title Examiner.

IM:EL

October 12th, 1945.

REAL PROPERTY MEMORANDUM

FILE NO: 2417
NAME: Koichi KAMINISHI
CATALOGUE NO: Special advertisement. "B".
RE: 1625 Kent Street, Vancouver, B. C.
- Chicken house and shed.

CERTIFICATE OF ENCUMBRANCE:

Description of Property:	City of Vancouver, Lots 17 and 18 in West 1/2 of Subdivision "C", D.L. 328, Group 1, New Westminster District, Plan 2204.
Encumbrances:	Nil.
Taxes:	1944 taxes of \$54.08 paid. Arrears - Nil.
Vested:	No. 40545.
VALUATION BY APPRAISER:	\$800.00
AMOUNT OF BID:	\$1,100.00
APPROVED BY ADVISORY COMMITTEE:	May 25th, 1945.
AMOUNT RECEIVED BY CUSTODIAN:	\$1,100.00
NAME OF PURCHASER:	Evans Products Company Limited.

Prepared by: *[Signature]*

Approved by: *[Signature]*

DAC:JS

Special Ad. "B" April 14/45
File No. 12774
1425 East St., Vancouver
17 & 18/8 Subd. "C" 328

November 23, 1945.

EVANS PRODUCTS COMPANY LIMITED
(purchasers)

In account with The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As at June 8, 1945)

	DEBIT	CREDIT
Purchase price	\$1,100.00	
Cheques received		\$1,100.00
<u>Amount of rent collected</u>		
June 8th to June 30th - $23/30 \times \$8.00$		6.13
July, August, September & October - 4 months @ \$8.00		32.00
Registration fees on deed - \$1,100.00	6.45	
Insurance premium - #569439 (unexpired portion)	3.45	
Purchaser's proportion of 1945 taxes paid - $207/365 \times \$54.08$	30.67	
Repairs to water service - Sept. 17/45.	10.50	
Balance owing by purchaser		12.94
	<u>\$1,151.07</u>	<u>\$1,151.07</u>

BALANCE OWING BY PURCHASER

\$12.94

10711/1/2774/Let. L-55

December 5th, 1945.

Mr. Toragoro NIMI,
Reg. No. 10353,
Kinto Mine, B.C.

Dear Sir:-

We are in receipt of your letter of the 20th ultimo in regard to making arrangements for monthly remittances to your son Peter L. NIMI from your account with the Custodian. Before making a reply we reviewed your file and in doing so find that the funds arising from the sale of your assets have been frozen. This is due to the fact that there are three Promissory Notes of \$500.00 each dated April 1st, 1940 outstanding and unpaid against you in favour of the Executrix of the Estate of Kennosuke KAKINISHI. These are now in our possession on behalf of the Estate. The correspondence indicates that you are aware of these notes and that you have stated that you do not intend to pay them.

It is suggested that you get in touch with the Executrix of the Estate in an endeavour to arrange a settlement mutually agreeable. Her address is Miss Kayano TAKEMURA, Reg. No. 02692, East Lillooet, B.C.

In the meantime we shall be unable to release any funds in your name with the Custodian.

Yours truly,

BRE/ED.

B.R. Easbury,
Administration Department.

10711/1/12774/Int. 1255

December 5th, 1945.

O.G. Estabrook, Esq.,
P.O. Box 118,
Lillooet, B.C.

Dear Sir:- Re:- Estate of Kamosuke KAMINISHI deceased,
Tsai NIMI and Toragoro NIMI

Please refer to your letter of the 19th of May last and to the statement you attached showing a balance as at April 30th, 1945 of \$1514.11 owing to the KAMINISHI Estate.

In endeavouring to bring this matter to a conclusion, we are writing to you at this time. It is noted in the statement referred to that there was due to the Estate on April 1st, 1940 the sum of \$3,000.00 principal, and that subsequently three payments of \$500.00 each were made, the last one on May 1st, 1941. The statement does not indicate who paid these amounts, nor the circumstances under which payment was made, and we should like to have this information if possible.

Toragoro NIMI gave three \$500.00 Promissory Notes dated April 1st, 1940 to the Executrix of the KAMINISHI Estate, at the date that your statement shows there was \$3,000.00 owing. Is it to be understood that these notes represented the balance of the principal owing under this unregistered mortgage, and that in accepting these notes that all claims under the mortgage were released by the Executrix of the Estate?

In short, is the Executrix claiming under the mortgage and releasing Toragoro NIMI of payment of the three Promissory Notes, or is she claiming under the notes and releasing all claim under the mortgage? If the Executrix or you have any letters or documents that would clarify this transaction we would be glad to hear about them. We would be glad to know also what is the least amount she would accept in cash settlement of this claim.

Yours truly,

BRE/ED.

B.E. Lusenbury,
Administration Department.

Spec. Ad. "B" April 14/45
File No. 12774
1625 Kent St., Vancouver
17 & 18/W₂ Subd. "C"/328

Control of the above described property is by us hereby acknowledged and we agree that all adjustments and incidents in connection with the sale to us of this property have been settled.

Dated at Vancouver B. C., this 21st day of December 1945.

EVANS PRODUCTS COMPANY LIMITED

Signed

Alfred McGregor

Return to the Custodian

January 28, 1946

MEMORANDUM

TO: MR. D. R. DUSENBURY

FROM: MR. W. J. JOHNSTON

RE: 331 Powell Street, Vancouver, B. C.
Lot 36, Block 40, D.L. 196, Group 1,
New Westminster District, Plan 196

With reference to our recent discussion with Mrs. Cairthur relative to certain Promissory Notes, signed by Toragoro NIMI and made in favour of E. YAMAHARA Executive E. KAWINISHI, and an unregistered Mortgage against the above-mentioned property, which prior to being sold by us was registered in the name of Tabei NIMI (In Japan), we would suggest that said Toragoro NIMI be requested to answer the following questions when you write him for further particulars relating to these matters:

1. What year did his father, Tabei NIMI, leave for Japan?
2. Why was the Mortgage reduced from \$5,000.00 to \$3,000.00?
3. Who received the \$5,000.00 when the Mortgage was given the Estate of Kennosuke KAWINISHI and what were these funds used for?
4. Why did Tabei NIMI not give him a Deed to the Real Property before he left Vancouver?
5. Was Toragoro NIMI, for any reason whatsoever, entitled to claim part or full ownership of the Real Property?
6. What right has he to any of the funds derived from the sale of his father's property?
7. How long did he work in the Drug Store, formerly owned by his father, before he came into possession of same? On what basis was he employed?
8. Did his father own the stock and fixtures in the Drug Store prior to his leaving for Japan?
9. If the son came into possession of the stock and fixtures at the time his father left for Japan, what was the consideration paid for same? Was it \$1,500.00 or \$5,000.00?
10. If his father gave him the stock and equipment, did he give the Promissory Notes to the KAWINISHI Estate as consideration?
11. Did Toragoro make 3 or 6 Promissory Notes for \$500.00 each? If he only made 3, who signed the others?
12. Who paid in full 3 of the 6 Promissory Notes?
13. Were 3 or 6 of the above mentioned notes given in payment of an interest in the building?
14. Did Tabei NIMI leave a Bank Account in Vancouver and were 3 of the Notes paid from funds in such an Account?
15. Why is he not liable for payment of the 3 outstanding Notes given by him to the KAWINISHI Estate?
16. Did he pay rent for the Store or did he have free use of same from the time his father left for Japan, until he was evacuated? If he had free use of same, was this in consideration of the payment of the balance owing under the Mortgage?
17. Did he deposit revenues from the building into his father's Bank Account?
18. If he did not pay revenues from the building into his father's Bank Account did he deposit them in his own Account?

January 26, 1946

TO: MR. S. R. EUGENSON

19. Was any portion of said revenues sent to his father, in Japan, and if so, has he any record of same?

Unless Toragoro NIMI had other sources of income, apart from his father's property, he must have had a fairly good income from the Drug Store and building. Further, unless he added considerable stock to the merchandise and equipment, left by his father, the latter would be quite justified in asking his son to assume responsibility for payment of the balance of the \$3,000.00 owing on the Mortgage without giving him any interest in the Real Property.

In his JP Form, dated June 15, 1942, Toragoro NIMI declared:

1. \$10,000.00 Fire Insurance on stock.
2. \$1,000.00 Victory Bond, 1941-1942.
3. \$1,000.00, Bank of Montreal.
4. Life Insurance, \$5,000.00, premium \$350.00 per annum.

No evidence on file that Toragoro NIMI paid any portion of the 3 Promissory Notes, which were paid in full, and in view of the fact that he did not pay anything on the 3 Notes which we know he did sign, it would appear that he has no interest in the Real Property.

The land and building were sold by us for the sum of \$2,550.00, but accumulated taxes, amounting to \$1,424.51, had to be paid from these proceeds. As Toragoro NIMI was responsible for taxes and the upkeep of the building, he actually is indebted to his father for a considerable amount. He no doubt benefited from revenues and the use of the Store while he let taxes fall in arrears and the building into disrepair.

Failing receipt of satisfactory replies to the above questions, therefore, I believe we should look to him for payment of the 3 unpaid Promissory Notes and continue to hold his funds intact in his account with the Custodian.

W. J. JOHNSTON

WJ:ST

Copy for 12774

C O P Y

RE: Your File No. 10711/1/12774/Int. 1255

Lillooet, B.C.
March 4, 1946.

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

ATTENTION B.R. DUSENBURY

Re: Estate of Kansuke KAMINISHI deceased,
Tahei NIMI and Toragoro NIMI

Sir: Further in answer to your letter of December 5th/45 I have been advised that the three payments of \$500 each, last of which was made on the 31st of May/45, were in each case paid by Toragoro NIMI in person, he living close to the KAMINISHI home, at that time. On April 1st 1940, the Mortgage was reduced from \$5000 to \$3000 and this latter amount was covered in Promissory Notes, three of the Notes being taken up with the three payments referred to above. Three Notes remain in the amount of \$500 each and are in your custody. (The payments were all made in the city of Vancouver, B.C.)

Mr. Kaminishi and his mother, Kayano TAKEHARA are of the opinion that the Notes actually release the Mortgage and are the direct responsibility of Toragoro NIMI.

Having reduced the Mortgage from \$5000 to \$3000 and accepting Notes covering this balance from Mr. Nimi, the Executrix of the Kaminishi Estate and the son of the deceased Kaminishi, both feel that they have dealt reasonably with Mr. Nimi and that they should not have to accept any further reduction in the amount of the balance owing both as to principal and interest.

Very truly yours

"O.G. Estabrook"

*7/27/46
original on
file 10711/1*

12774, 11111, 2417
Evacuee Section

August 19, 1946.

Miss Kayano Takehara,
Registration No. 02892,
Lillooet, B. C.

Dear Madam:

Re: Estate of Kamosuke KAMINISHI,
Deceased.

Some time ago Mr. Koichi Kaminishi forwarded to us his application for a \$1000.00 Victory Bond, which we purchased for him and are holding for safe-keeping.

This Victory Bond was purchased from funds derived from the sale of the real property at 1625 Kent Street, Vancouver, B.C., which had been credited to the Estate account in this office. Mr. Kaminishi has requested us to send this Victory Bond to him as sole beneficiary of the Estate of his late father, but, in view of the fact that you are the Executrix, we would ask you to let us have your consent in connection with this matter.

We would appreciate hearing from you by return mail.

Yours truly,

WJJ/AC

W. J. Johnston,
Administration Department.

Re: File No. 12774, 11111, 2417
Evacuee Section.

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

Dear Sir: ATTENTION W. J. JOHNSTON

In answer to your letter of August 19, 1946
you have my ready consent to turn over to
Keichi Kaminishi the Victory Bond for \$1000.00
that he has requested of you.

I would be glad to learn from you the balance
of monies on hand from the rental and subsequent
sale of the property at 1625 Kent Street, Vancouver,
B. C.

Thanking you in advance for your kind attention,
I remain,

Very truly yours,

K. Takehara

(Kayano Takehara)
Reg. No. 02892,
Lillooet, B. C.

Lillooet, B. C.,
August 22, 1946.

ENEMY SECTION

Rec'd AUG 26 1946

File No.

Ans. C.

Refer'd

EVACUATION SECTION

Rec'd AUG 26 1946

File No. 12774/11111

Ans.

Refer'd

11111 sent to Mr. Johnston
12774 " " "
2017 " " "

12774 & 2417.

October 2nd, 1946.

Mr. Richard Stirling,
Kelowna,
B. C.

Dear Sir:

Re: Lot 22, Blk. 53, D.L. 196, Plan 196.

The Title to this parcel of land stands in your name subject to an Agreement of Sale dated 24th November, 1931, in favour of Kamezuke KAMINISHI of Vancouver. Mr. KAMINISHI, the purchaser, died on the 1st February, 1933. We believe that the amount owing you in respect to this Agreement of Sale, \$800.00, was paid you by the deceased, but we have no information as to whether he procured from you a Deed of the land.

If a Deed was given to Mr. KAMINISHI, it seems to have been lost or at any rate we are unable to find any trace of the document. We are, therefore, enclosing a draft deed in duplicate and shall be glad if you will assist us in clearing this Title by executing the draft deed, giving it the same date as the previous one, if any was given. This will enable us to complete title from the KAMINISHI Estate to the party from whom we have an offer to purchase.

If the deed was not given by you and there remains an unpaid balance in respect to the Agreement of Sale, will you kindly send us a statement of the amount owing you, stating the balance owing on the purchase price and the interest, giving the date from which interest is owing. In that event, we shall endeavour to close the deal pending and make payment of the amount owing to you.

Should you be at any expense for Notarial or Commissioner's fee, we shall be pleased to remit same to you upon notification.

Yours truly,

Ian Macpherson
Title Examiner

IM:JS

1 Encl. - Deed in duplicate.

12774
11111
2417

January 9, 1947.

Miss Kayano TAKEMURA,
Registration No. 02892,
Lillooet, B. C.

Dear Madam:

Re: Estate of Kennosuke KAMINISHI, Deceased.
1625 Kent Street,
Lots 17 & 18/W₂ Subd. "C"/D.L. 328
Vancouver, B. C.

Please be informed that the above property has been sold as of June 8, 1945, for the sum of \$1,100.00. An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

Rents, less expenses, up to the mentioned date, have been credited to the Estate account of Kennosuke KAMINISHI, deceased, and adjustments of unearned taxes and insurance premiums have also been credited to the above account.

The net result of this sale appears on an attached statement, and the proceeds have been credited to account No. 12774, Estate of Kennosuke KAMINISHI, deceased. We are also enclosing a general statement of said account up to date which includes the net figure to which reference has already been made, together with a statement of account No. 2417. You will note that funds in the latter account were transferred to the Estate account on March 3, 1945, as the property was registered in the name of Kennosuke KAMINISHI at that time.

In view of the fact, however, that Mr. Koichi KAMINISHI is entitled to all funds under the terms of his deceased father's Will, we will be pleased to transfer the full amount in the Estate account to account No. 2417 on receipt of instructions from you to do so.

You will also note that the sum of \$4,101.46 has been credited to the Estate account, being distribution of Shareholder's balance in the Royston Lumber Company. There will also be a further distribution in connection with the capital assets of said Lumber

P.T.O.

12774
11111
2417

(2)

Miss Kayano TAKEMURA.

January 9, 1947.

Company and you might instruct us, when writing regarding the above matter, to credit the account of Koichi KAMINISHI, No. 2417, with all funds derived from the last-mentioned source. ✓

An early reply to this letter will be appreciated.

Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN

WJJ/MS
Enc. (3)
c.c. Department of Labour, Japanese Division

STATEMENT RE SALE OF:

Name: Estate of KAMINISHI,
Kannogake.

Catalogue No: Spec. Adv. "B" 14/4/45. File No: 12774

Street Address: 1625 Kent Street,
Vancouver, B. C.

Legal Description: 17 and 18/8 Subd. "C" 328.

Date of Sale and Adjustments June 8th, 1945.

Sale Price \$ 1,100.00

~~Real Estate Agents Commission~~ \$

Charge for Valuation 5.00

Charge for Advertising 23.68

Land Registry Office Transmission Fee 2.50

~~INCLOSURES:~~~~Unpaid Vendor~~~~Mortgage~~~~Affairs of Taxes~~~~Other Charges~~

Adjustments:

Fire Insurance 3.45

Taxes 30.67

(Water repairs) 10.50

31.18 \$ 1144.62

Net Proceeds credited to your account \$ 1113.44

October 5th, 1946.

Date:.....

George Peters.

Compiled by:.....

File No. 12774

Debita of Kamakura KENTINCHIBalanceGeneralParticularsDebit

\$ 144.65

Balance of E. Kamakura account transferred to
Estate account

238.70

37.87

Taxes 1941-2-3-4

Rents collected

Agent's commission

Water rates

Repairs

Land Registry Office - Certificate of Encumbrance

Taxes 1945

Registration Fees

Credit re Sale of Property

27.50

1,113.44

P. J. Wilson - disbursements re Estate

August 14

4,101.46

November 8

Royston Lumber Co. - distribution of shareholder's
balance

1,000.00

November 16

Purchase of 9th Victory Loan Bonds

1.50

August 29

Bank charges forwarding Victory Bonds to Lillicoet

81,362.43

85,397.42

GR \$ 4,034.79October 4th, 1945
Accounting Department

File No. 2417
Reg. No. 01150

Koichi KAWABUCHI

Date	Particulars	Debit	Credit	Balance
1943 December 16	Rents collected - 11 months Agent's commission Water rates Insurance premium Land Registry Office - Certificate of Encumbrance	11.00 22.20 10.25 2.00	99.00	
1944 December 15	Rents collected - 12 months Agent's commission Water rates	12.00 13.65	105.00	
1945 February 14	Rents collected - 2 months Agent's commission Water rates	2.00 4.35	15.00	
February 26	Certified copies of will	2.90		
March 3	Balance transferred to Estate Account	144.65		
		<u>225.00</u>	<u>225.00</u>	

STL

October 4th, 1946

Accounting Department

File 12774

P. O. Box 118,
Lillooet, B. C.,
January 20, 1947.

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

Dear Sirs:

ATTENTION W. J. JOHNSTON

RE: Estate of Kannosuke KAMINISHI, Deceased;
Koichi KAMINISHI, Lillooet, B. C.
& Matters pertaining to ROYSTON LBR. Co.

EVACUATION SECTION

Recd JAN 22 1947

File No. 12774/11111

Ans. and 2417

Re: *Johnston*

After receipt of your communication to Miss Takehara of East Lillooet, B. C., Mr. Koichi KAMINISHI came to see me about matters pertaining to the Royston Lumber Co. It appears that Miss Kayano TAKEHARA has in her possession certain papers from the KAMINISHI ESTATE regarding monies advanced evidently by the deceased Kannosuke KAMINISHI in behalf of the Royston Lumber Co. or its Shareholders, and it is the opinion of Miss Takehara and Mr. Koichi Kaminishi that these papers should have a bearing upon the division of any funds from proceeds of the liquidation of the Royston Mills. *File 15706/1.*

It does appear this is a very important matter and to this is added the matter of Promissory Notes that have been in possession of the Office of the Custodian for the past year. *File 10711/2*
the Notes being subscribed to by Takei NIMI and Toragoro NIMI, the particulars of which are in possession of the Custodian.
REF: File No. 12774 11111 10711/1 2417 (May 28/45)

Also, Miss Takehara has several Promissory Notes from Jenichi William KINOSHITA, late of Treganno Farm, St. Catharines, Ontario; that she would like to take up with the Office of the Custodian. *File 8612*

Mr. Koichi Kaminishi has therefor asked me to learn if the Office of the Custodian would consent to give audience to Miss Takehara, Koichi Kaminishi and George K. UCHIYAMA, (this latter individual being the former Manager of the Royston Lbr. Co.) at your offices in Vancouver sometime early in February to take up with you the matters listed above? *File 8985*

Thanking you for a reply to this, I am

Very truly yours,

O. G. Estabrook
(O. G. Estabrook)

Copies made for above files.

*Above 3 cases in 9
were interviewed in her
shears' office
Feb. 25/47 Mr
Field present
WB*

2417
11111
12774 ✓

February 23, 1947.

Mr. Kotchi KAMIFISHI,
Registration No. 01188,
East Lillooet, B. C.

Dear Sir:

We are in receipt of your letter of the 11th instant and in reply wish to advise you that Bowman Storage, Limited, picked up your statue of Buddha at 604 Cordova Street East, for storage at their warehouse at 229 Powell Street, Vancouver, B. C.

We have their receipt dated February 15, 1947, on your File No. 2417 in this Office.

Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN

WJJ/HMS

2437
4892
12774/

19th July, 1947.

Mr. G.K. Uchiyama,
Registration #06162,
Ninato City, B.C.

Dear Sir:

Re: Joint a/c. - K. Kaminishi Estate (file #12774)
Ninato Kinoshita (" #4853)

Referring to your letter of the 15th April, 1947, covering the above matter, we have written to Mr. Keichi Kaminishi at East Lillooet, B.C. and have today received his reply, a copy of which we attach hereto.

From this you will see that no settlement was made between him and K. Minato prior to the repatriation of the latter to Japan on the 17th June, 1946.

We understand further from the letter that Mr. Kaminishi considers the Joint a/c. to be on a 50/50 basis.

Will you please write us as soon as possible giving us confirmation or otherwise of this division, from your knowledge of the bookkeeping and operations of The Royston Lumber Company Limited as the entry in the Company's books gives no detail as to the share of each in the Joint a/c. funds.

Your early attention is requested.

Yours truly,

B. Good,
Comptroller.

BG/TMH
encl.

12774✓
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4852

19th July, 1947.

Mr. Koichi Kaminishi,
Registration #01188,
East Lillooet, B.C.

Dear Sir:

This is to acknowledge receipt of your letter of the 17th July and to thank you for the information given.

From your letter it appears to us that the Joint a/c. should, in your opinion, be divided equally between:

Kinosuke Minato, Registration #06224 - Our file #4851 and
Estate of Kinosuke Kaminishi - Our file #12774

If this is your belief please write us stating definitely that such is the case and we will proceed to have the funds divided.

We are writing today to Mr. G.K. Uchiyama asking him to confirm this from his knowledge of the books and operations of the Royston Lumber Company Limited.

Yours truly,

B. Good,
Comptroller.

BG/PHE

10721
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2417

July 21, 1949.

REGISTERED MAIL

Mr. Teragore NBU,
Registration No. 10353,
Mile 63, P. O. R.,
D'Arcy P. O., B. C.

Dear Sir:

We wish to inform you that Mr. Koichi Kaminishi, representing Kayano Takehara, Administratrix of the Estate of Kamezuke Kaminishi, deceased, called in the office a few days ago with reference to the three notes for \$500.00 each which you signed in 1940 in settlement of the mortgage debt on 331 Powell Street. It was claimed that the Estate is entitled to the full amount of the notes, together with interest, but we produced a statement of the property account which showed a credit balance of only \$1132.25. We suggested to Mr. Kaminishi that since the notes were understood to be in lieu of the mortgage debt he should be satisfied with the proceeds from sale of the property, to which he consented after discussing the matter with the Executrix of his father's Estate. Since the three notes, bearing interest at five per cent, actually represent considerably more than their face value of \$1500.00 this would appear to be a very good settlement and we are forwarding to Kayano Takehara a cheque for the full amount of your father's credit, which we expect will be accepted in full payment.

In explanation of the \$1132.25, we would remind you that this property was appraised in 1943 by an accredited Vancouver real estate firm at \$1750.00 and offered for sale by public tender but no bids were received. The property was then rented on the understanding that certain improvements would be made by the tenant to meet the City's sanitary and lighting regulations. Improvements were actually made, which made it possible to secure a purchaser in January 1945 at the sum of \$2550.00. This price was accepted on the strength of a further expert appraisal. Rents over and above the repairs were insufficient to take care of the taxes which had been unpaid since and including 1940. Arrears of taxes, together with other charges, were paid from the purchase price. The sum of \$1132.25 represents the balance available from both revenue and sale of this property.

With reference to your personal account we enclose a statement showing a credit balance of \$803.94 derived from various sources. The settlement of the Kaminishi claim from your father's property makes it possible for this balance to be released to you and we therefore enclose Custodian cheque drawn in your favour in this amount.

Mr. Toragoro NDI

July 21, 1949.

Our records indicate that five Victory Bonds in the total sum of \$450.00 were purchased for you at your request. These bonds have been held in safekeeping with a share certificate in Nikka Co-Operative Trade Association. We understand from your correspondence that this share certificate has no value as the society was wound up and funds distributed to the members in 1942. The bonds are being transferred to you through the Royal Bank of Canada at Vancouver, with instructions to notify you. The charges have been deducted from your account.

Further, we enclose herewith a credit notice received from Viceroy Manufacturing Company Limited in Toronto showing a credit for you of \$14.47 as at February 6, 1941. We wrote to this firm asking that these funds be forwarded to this office for your account but received no reply. If you have not collected these funds yourself you may find this document useful.

With reference to the claims filed against you or T. Nimi & Company (Nimi Shokai), these were referred to you from time to time and appear from the correspondence to have been either repudiated by you or paid direct, or paid at your request from your account in this office.

In accordance with the foregoing we are closing the account of Tabei Nimi, your father, with the remittance of the entire balance to the Estate of Kamosuke Kaminishi. Your own file is being closed with remittance of the cheque for \$803.94 and delivery of your Bonds to The Royal Bank of Canada for your credit.

Please acknowledge the enclosed cheque by return mail, using the stamped and addressed envelope enclosed for your convenience.

Yours truly,

A. G. McArthur,
Office of the Custodian.

AM/ER

- Enc. - Custodian cheque \$803.94
- Statement of your account
- Share Certificate
- Credit Notice
- Return Envelope

12774
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11111

REGISTERED MAIL

July 21, 1949.

Miss Kayano TAKAHARA,
Registration No. 02892,
904 St. Paul Street,
Kamloops, B. C.

Dear Madam:

Re: Estate of Kamosuke KAMINISHI,
deceased

We wish to acknowledge the letter from Koichi Kaminishi, dated June 27, 1949, advising that you both agree to accept the proceeds from sale of 331 Powell Street in full settlement of the claim of the Estate of Kamosuke Kaminishi against Takei Nimi and Teragoro Nimi in respect to a loan secured by an unregistered mortgage of that property.

On the understanding that you confirm this agreement we enclose Custodian cheques for \$1132.25 drawn in your favour as Executrix of the Estate. This sum represents the full amount derived from revenue and sale of this property. We enclose a typed receipt which we would ask you to kindly sign and return to this office.

With reference to the Promissory Note for \$2270.00 signed by J. Kinoshita, dated May 19, 1941, which Mr. Eatabrook handed us for collection, we understand that you have already been informed that we wrote to Mr. Kinoshita, who replied as follows:

* The promissory note mentioned in your letter originated far back in 1929, the loan was \$3000.00 from Mr. Kantaro KAMINISHI (deceased husband of Mrs. Kayano) by Jematsu Kinoshita, my father, (who is now reside in Japan and his fate is unknown). This was made while my father was engaging in logging operations in B. C. but his business was unsuccessful. When my father's operation was closed down I took my father's responsibility and gave a note to late Mr. Kaminishi and I have been paying \$10.00 per month to him continued until my evacuation. But, as you are well aware I could not continued the payment for we were all in care of Government at Sloan, B.C.

Since, I relocated to Eastern Canada I have not yet found a suitable job here, although my inability as labour of any kind, only I am accepting a farm work and upkeeping my family of five living in very minimum way with the wages of \$80.00 per month. By above mentioned reason, at present, I am not in position to make any payment to the note but I am intending to start payment as soon as I found a suitable job and obtained earning which would improve my living continuant to."

This man has no funds in our hands and we are returning the note and attached Certificate of Insurance in order that you may take such action as you see fit.

The last address we have for Mr. Kinoshita is c/o Tregunno Farm, R. R. No. 2, St. Catharines, Ontario.

We enclose a stamped addressed envelope for your convenience in returning the signed receipt.

Yours truly,

A. G. McArthur,
Office of the Custodian.

AGM/ER

Enc. - Custodian cheque \$1132.25
Typed Receipt
Promissory Note
Cert. of Insurance
Return Envelope

cc - Koichi Kaminishi

EVACUATION SECTION	
Rec'd	JUL 25 1949
File No.	12774
Ans.	1 K. Kaminishi
Refused	Att.

904 St Paul St.

 (Place)
 July 23/49

 (Date)

TO THE CUSTODIAN:

I, the undersigned, hereby acknowledge receipt of the sum of \$1135.25 in full settlement of the claim of the Estate of Kamosuke Kaminishi, deceased, against Tahel Nimi and Toragoro Nimi in the matter of a loan made to Tahel Nimi secured by an unregistered Mortgage of 331 Powell Street, Vancouver, signed by Tahel Nimi, dated December 30, 1931, together with all notes given by Toragoro Nimi in respect to that loan.

..... Kayono Jekhere
 Executrix of the Estate of
 Kamosuke Kaminishi, deceased.

COPY

2417

COPY

December 17th, 1949

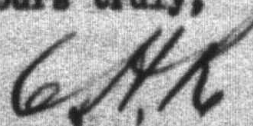
Mr. Keichi KAMINISHI,
904 St. Paul St.,
Kamloops, B. C.

Dear Sir:

We are pleased to advise that the liquidator of the Royston Lumber Company Limited has requested us to make a distribution of \$25.00 per share from the assets of the above company. The amount of \$7,100.00 has therefore been placed to the credit of your late father's account and then transferred to your account for remittance to you. Custodian cheque in the amount of \$7,100.00 is enclosed herewith covering the distribution on 284 shares.

Kindly acknowledge receipt.

Yours truly,



C. H. Reed
Office of the Custodian

CHR:BK
Encl.

2417 and 12774

April 26th, 1920

Mr. Koichi KAMINISHI,
904 St. Paul St.,
Kaukapu, B. C.

Dear Sir:

Re: Estate of Kaunonika KAMINISHI

The Custodian is now prepared to make final distribution from the assets of the Royston Lumber Company Limited. The above Estate held 224 shares in this Company and the amount payable is \$776.07 at \$2.7325 per share.

Before making this distribution, however, it is necessary that the certificates covering these shares be sent in to the Office of the Custodian. Upon receipt of these certificates a cheque for the above amount will be mailed to you.

Yours truly,



C. H. Reed
Office of the Custodian

CUR:EK