

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
		7500. 500.	800.00	375.00 25.00 25.00						1225.00
<u>PERSONAL PROPERTY</u>										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price			
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
1409.00	919.53	275.86	65.26%	477.00	311.29	44.00	5.28	592.43	239.23	
TOTAL RECOMMENDATION									2056.66	

CASE NO: 1017.

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

May 7th, 1948.

IN THE MATTER OF THE CLAIM OF

HIROKICHI YAMANAKA.

PROCEEDINGS AT HEARING.

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

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Toronto, Ontario,
May 7th, 1948.

IN THE MATTER OF THE CLAIM OF
HIROKICHI YAMANAKA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

R.A. BEST, Esq., appearing for the
Claimant.

A. WATSON, Esq., Secretary.
MRS. F.L. HANDFORD, Esq., Official Interpreter.
T.P. HORROBIN, Esq., Official Reporter.

30

H. Yamanaka,
In Chief.

MR. BEST: In this case, my lord, I think the son is much more familiar with the entire claim than the father. The father is here, but I think we may save time if we lead off with the son's evidence.

THE COMMISSIONER: It is in your hands.

HIROYUKE YAMANAKA, a witness called on behalf of the claimant, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BEST:

10 Q Mr. Yamanaka, I believe you are the son of Mr. Hirokichi Yamanaka, is that correct?

A Yes.

Q And did you work along with your father in your business and your father's business in Prince Rupert prior to evacuation? A: Yes.

Q Do you recognize that as your father's signature?

A Yes.

Q And were you present at the time your father gave instructions to complete that form?

20 A Yes.

Q And that is the form, is it?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

THE COMMISSIONER: Is this a dwelling?

MR. BEST: No, my lord, it is a store building in Prince Rupert..Actually there are two.

Q Now, Mr. Yamanaka, I understand your father conducted a grocery and general store business at 813 and 815 3rd Avenue in Prince Rupert, is that correct?

30 A Yes.

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In Chief.

Q And did you work with him in that particular business?

A Yes.

Q And the store building was owned by your father?

A Yes.

Q In your father's claim, first of all in relation to store No. 1, that is the one on Third Avenue, you have said that your father purchased the lot in 1919 and built the store in 1926. Now, the store as it existed at the time of evacuation, was it complete in 1926 or were there further additions, or was that the building as it stood?

A The building is the same but there have been improvements made, of course.

Q There were no additions made to the store subsequent to it being built in 1926?

A No.

Q I see. Now, with relation to these improvements to this particular building, Mr. Yamanaka, there is a note that a basement 25 x 40 feet was dug. When was that work done?

A I can't give you the exact time, but a few years after the building was built.

Q The building then was built without a basement and then a basement was dug under the building, is that the situation?

A: There was just half a basement when the building was first built and there were extensions made to that.

Q Can you give us a rough idea? The building was built in 1926. Was this additional basement dug in 1930 or 1940?

A: Closer to 1930

30 I would say.

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In Chief.

Q Do you think your father knows that exact date?

AA He may.

Q Now there is an additional note that the foundation to the building was rebuilt in 1938. Does that pertain to this new basement that was dug out?

A No, that was later.

Q I wonder if you would explain to us what you mean by the foundation being rebuilt? What was done?

A There were new piles put in and new beams put in.

10 Q Underneath the whole building?

A Underneath the whole building.

Q That is not a concrete foundation?

A No, they are piles.

THE COMMISSIONER: Prince Rupert is mostly muskeg. I suppose you had to drive the piles in order to create your foundation? A: Yes.

MR. BEST: Q: I wonder if you would elaborate a little bit, Mr. Yamanaka, on this item "Rebuilt whole interior, put in toilet and bathroom". Oh, excuse me, I am sorry, that applies to the Gow Bay property, I think. Were those all of the improvements that your father or you made to the Third Avenue Building between the time it was built and evacuation, I mean all the major repairs, I don't mean ordinary painting or decorating. Were there any other major improvements? A: No, there wasn't.

20

Q You father and his family occupied this store building and the entire eight rooms as a dwelling, did they?

30 A Yes.

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In Chief.

MR. BEST: I see. Well now if I may move on, my lord,
t to the Cow Bay property.

THE COMMISSIONER: You may be in some difficulty there.
What was the situation, Mr. Hunter? Was the Custodian
able to sell the leasehold?

MR. HUNTER: No, but he was able to find a purchaser to
take the building on the chance the city would allow
him to continue.

THE COMMISSIONER: That is all right then. You can treat
10 it as a real property claim.

MR. HUNTER: I don't know whether it would be a chattel or
not.

MR. BEST: I suppose it is a technical point, my lord.

THE COMMISSIONER: I will go on and hear you, in any case.

MR. BEST: As I understand it -- perhaps I am asking this
information from you, my lord, to clarify things --

THE COMMISSIONER: I am afraid I can't tell you.

MR. BEST: Q: Do you know, Mr. Yamanaka, this small
store at Cow Bay which was apparently built on
20 land owned by the City of Prince Rupert? Was there
any possibility of having the land on which that
building was built deeded to you or to your father
for a permanent thing?

A: No, the
city will not sell that particular property. I
think they had other ideas of what they were trying
to do with the property.

THE COMMISSIONER: Q: And I take it you had no assurance
of tenure of being able to stay there? You were
there at the pleasure of the city of Prince Rupert;
30 is that it?

A: Yes.

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In Chief.

MR. BEST: Q: Now in your claim we have here this building was built on land leased from the City of Prince Rupert. What were the terms of that lease, Mr. Yamanaka? Did you pay so much rent per year for the privilege of allowing the building to stand there?

A: I am not quite sure how much it was, but I think it was a yearly rental.

Q A yearly rental. Does your father know?

10 A Yes.

Q I see. Now this building, as I understand it, is a small store with two rooms behind it, all on one floor, is that correct?

A: Yes.

Q And it was built in 1939?

A: Yes.

Q Now then, we get to this point about the whole interior being rebuilt and a toilet and bathroom being added. When was that work done?

A At the same time, in 1939.

Q Well, was the building a new building in 1939, or was it moved to that place?

20

A: There was sort of a building there but it was completely rebuilt after we bought the property, or that building.

Q You bought an older building and then rebuilt it on the city's land?

A: Yes.

Q And that was done at a cost price of \$300.00 according to your claim? That is what you mean?

A I believe it cost us much more than that. The building was bought for \$300.00 perhaps, and then the other improvements were made.

30

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In Chief.

Q Do you know how much was spent on rebuilding the building? A: I couldn't say offhand. Maybe dad would know.

MR. BEST: I don't believe there is anything else on the real property claim, my lord. First of all perhaps we can deal with the personal property business, my lord.

Q Is that your father's signature, Mr. Yamanaka?

A Yes.

10 Q That was prepared on his instructions, was it?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 2).

MR. BEST: There are two points that arise, my lord, in this claim for a business, and I think we may save time if I may give you a brief sketch of the facts and then ask for your ruling on it.

THE COMMISSIONER: Yes.

MR. BEST: In the first instance, this is of course subject to Mr. Hunter's cross-examination or checking me up on the facts, but as I understand the facts of the sale of this grocery business in Prince Rupert which was located in the store we have just been speaking of --

20

THE COMMISSIONER: Are you now referring to Cow Bay or the other store?

MR. BEST: The larger store on 3rd Avenue--upon notice of evacuation there was no Custodian's officer in Prince Rupert at the time and the claimant naturally looked around to see what he could do with his business, which was quite a substantial business,

30

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In Chief.

my lord.

THE COMMISSIONER: I see the turnover figures.

MR. BEST: Yes, and it had apparently been in existence for some 22 or 23 years prior to the evacuation. He found that the only person who was interested was another merchant who said he would take his stock-in-trade and make a list himself, which he did, at his own valuation; and then he, as I understand it, sent that list to the Custodian and eventually paid his own price which he set in a rather arbitrary fashion to the Custodian, and that was credited to the claimant's account.

10

Now, we get back to the ruling that your Lordship made as to goodwill the other day. I am subject to correction by my friend, Mr. Hunter, but I understand in this case that the sale was made, if not on instructions with the tacit consent of the Custodian, and the sale was made immediately, my lord, at the time of evacuation. So that there was at the time of the sale some goodwill.

20

THE COMMISSIONER: It was a sale made by whom, the Custodian or the claimant?

MR. BEST: Well now, my lord, I think that is rather difficult to say in view of what actually happened. There was no real sale by the claimant in view of the fact that this Thompson, the man who bought the property, said, "I will make out a list". There was no list even of the stock-in-trade made by the claimant. Thompson made out the list and sent the list to the Custodian, not to the claimant, with the values and he did pay the Custodian that

30

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amount which was received.

THE COMMISSIONER: How much money was paid?

MR. BEST: Actually I think a little over a thousand dollars, just for the stock-in-trade, my lord, and that was reducing the wholesale price by 25%.

THE COMMISSIONER: Now, what happened to the premises, Mr. Best, in which the business was carried on? Were they taken over by this purchaser Thompson?

MR. BEST: Q: Did Thompson continue to carry on the
10 business there, or did he move all the stock over to his store? A: He moved all his stock over. The building was empty.

Q The Custodian sold the empty building later?

A We rented the place upstairs.

Q Yes, but what happened to the store premises? For the time being I am not concerned with what you did with the dwelling. This relates to the business only.

A: Thompson moved the stock out. The place was rented later, I
20 believe.

Q By the Custodian? A: I believe so.

Q You don't mean the store premises?

A No.

THE COMMISSIONER: Who was it who had the initial discussions regarding the stock-in-trade with this man Thompson?

A: We were given five days to leave and we had to find someone.

Q You were required to leave in five days. I appreciate that, but what did your father do?

30 A Mr. Thompson suggested he would take over our stock-

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in-trade as a favour to us so the arrangement was made between my father and Mr. Thompson.

THE COMMISSIONER: And your father was content to leave it to Thompson to fix the price, is that the situation?

A: Yes, there was no other alternative.

THE COMMISSIONER: I am afraid you are in this situation, the loss, such as it was, was caused by the evacuation policy rather than as a sale by the Custodian, and as far as I can go in a claim of this kind is to tell you that I will bring specific attention to the situation in my report, but in view of the terms of reference I do not consider that this is an instance where I can treat the sale as a sale of a business as a going concern.

10

MR. BEST: I see, my lord.

THE COMMISSIONER: I quite appreciate the problem with which the claimant was faced. Undoubtedly he had no alternative but to take what he could get, since the time limit was such that he could not hope to negotiate a sale.

20

MR. BEST: Yes. I wouldn't even have it brought it up in view of your Lordship's ruling the other day had it not been for the fact that Thompson actually concluded the bargain with the Custodian rather than the claimant. He paid the money directly to the Custodian.

THE COMMISSIONER: I appreciate what happened. As far as I can go is to rule that it does not fall within the terms of reference, but I do say I will make a

30

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special report to the executive council in view of the circumstances here.

MR. BEST: I see, my lord. Then there is one other point again on which I am going to ask your Lordship's ruling. As I understand it, no claims whatever are being allowed for accounts receivable.

THE COMMISSIONER: No, the ruling on that was that if the Custodian undertook to recover accounts receivable and did receive the money, or any money,
10 I hold the Custodian accountable to the claimant for whatever he received, but that the Custodian has not responsibility to recover accounts receivable.

MR. BEST: I see, my lord. That was the situation here. The list was given to the Custodian, and the Custodian did recover on accounts, on the face value of accounts there were \$20,000.00 worth, my lord, and the claimant voluntarily cut it 50% to \$10,000.00, and the Custodian recovered \$770.00. I take it there is no point in discussing that further.

20 THE COMMISSIONER: No. In the circumstances, accounts that the claimant is prepared to write down by 50% must be rather of doubtful value in any case.

MR. BEST: As I say, my lord, he was just asking half at the time.

THE COMMISSIONER: It is not suggested that the Custodian did not account for everything he received?

MR. BEST: No, my lord. It is just stated that, if I may say so, by the exercise of a little more diligence they should have got more than \$770.00. I appreciate
30 your Lordship's ruling on it.

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In Chief.

Q Mr. Yamanaka, as far as the business is concerned, the only thing I believe we need discuss are several items which apparently were left in the store and they might perhaps on our forms rather have been added to the personal chattels claim, but there are these several items and I think most of them are in the analysis of personal property. This cheque printer and adding machine, Mr. Yamanaka, that is valued according to your claim at \$135.00, could you
10 tell us when that machine was purchased? Do you know, or would your father know?

A I would say about 1935.

Q And how much was paid for it at that time?

A I have no idea of the cost of it.

Q Was it a new machine, or a used machine?

A No, it was a used machine.

Q Both the cheque printer and adding machine were new, were they?
A: Yes.

Q And this counter showcase, do you know when it was
20 purchased?
A: New pieces

were being added to the store all the time.

Q You claim in your business claim one counter show-
case, value \$25.00, and then the only other items
for which you claim which apparently were left in
the store were five display tables and shelves.

A I don't think that is a very complete list.

Q There is another list, of course, of personal
chattels, but I am more concerned with these
business machines at the minute. This counter
30 showcase, you have claimed \$25.00 for it, and do you

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know when it was purchased? A: It must
have been built into the store when we moved in.

Q I see. And it was left there, was it?

A Oh yes, it was left there.

Q And how about these display tables and shelves,
five of them? They were left in the store as well?

A Yes.

Q Were they built in or were they separate?

A They were all moveable. Separate display cases.

10 Q You have claimed \$150.00 for the five of them in
addition to some shelving. Do you know, ~~was~~ they
all purchased at one time?

A The shelving was put up with the store.

Q Let's forget that for the moment, how about these
display tables? A: They may have
been there when the store was opened or added later,
I don't know.

Q You don't know exactly when they were purchased?

20 THE COMMISSIONER: Are you through with the chattel claim
yet? There is another matter I want to discuss with
you but I do not want to interrupt you.

MR. BEST: There is now the separate personal chattel
claim.

THE COMMISSIONER: Then before you deal with that, I
would like to ask this:

Q Can you tell me, Yamanaka, at what price did
Thompson value the stock-in-trade when he took the
inventory? I understood you to say that he inventoried
the stock-in-trade at wholesale prices?

30 A Yes.

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MR. HUNTER: My lord, I have a statement of it here.

THE COMMISSIONER: That is what I want. I would appreciate it if you would put that in, Mr. Hunter, so that I know what the figures are for my report.

MR. HUNTER: This is a memorandum setting forth the inventory of the stock-in-trade and the value thereof showing a 75% valuation placed on it on the dollar according to an agreement, and the final amount owing. It is dated the 12th of June, 1942.

10 MR. BEST: That, as I understand it, my lord, if it is the original or a copy of one that I have seen, although I don't seem to be able to lay my hands on it at the moment, is a recapitulation of the entire stock-in-trade.

THE COMMISSIONER: Yes. It shows an inventory valued at \$1594.86, less 25% valuation \$1196.15, and then there is a charge made for typing the inventory. Thompson had a ~~contra~~ account and deducted it, the final result being he paid an amount of \$72.37 and acknowledged liability for \$1000.00, and I presume the thousand dollars was ultimately paid, was it, Mr. Shears?

20

MR. SHEARS: I believe so, my lord.

MR. BEST: Q: Do you know, Mr. Yamanaka, if that thousand dollars was credited to your father's account with the Custodian?

A Yes.

MR. BEST: Now, if I may, my lord, I would like to proceed to the personal chattels claim.

30 Q Is that your father's signature, Mr. Yamanaka?

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A Yes.

Q And that was prepared on his instructions, was it?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 4).

Q Now, Mr. Yamanaka, most of these chattels seem to be household furniture, with some exceptions? As I understand it, they were left in the upstairs, that is the dwelling part of 813 Third Avenue in Prince Rupert, were they?

10 A Yes. They were stored there. We had them nailed to the wall. A special cupboard was made for them.

Q There was a roll top desk and swivel chair, Mr. Yamanaka, that you apparently valued at \$85.00, and I see the Custodian sold that for \$20.00. Do you know that desk and when it was purchased?

THE COMMISSIONER: Would you put in the Custodian's analysis?

20 MR. HUNTER: I tender the analysis of personal property claim, my lord. I think to avoid some confusion I think I should explain that the figures that are shown under "sales" are applicable to items shown under the second column, under "inventory", and not applicable to items shown under "Details of claim"; otherwise it might be a little confusing.

MR. BEST: Unfortunately, my lord, I have just seen this for the first time now and I have been a little confused. Applicable to column 2? How about the items in column 1?

30 MR. HUNTER: The items which the claimant claimed were the items as set forth in column 2 originally.

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MR. BEST: My lord, dealing with Exhibit 5, the analysis of the personal property claim, I think it is a fair statement to make, my lord, and I can take the witness over it item by item, if you wish, the first column under "declaration" the claimant acknowledges, for instance, as to the Berkel meat slicer that apparently that was sold by a third party and he got the proceeds.

10 THE COMMISSIONER: Is there a claim made in respect to it?

MR. BEST: No, there is none, my lord, but I think every other item in that column with the exception of the chest of carpenter tools which he acknowledges he received -- he received something on account of the sale of his truck, and of course the roll top desk appears in column 2. It was sold for \$20.00. I think every other item was apparently lost.

THE COMMISSIONER: Do you concede that to be the fact, Mr. Hunter?

20 MR. HUNTER: No, my lord.

MR. BEST: In that case, my lord, I will ask the witness about several of these things.

Q Mr. Yamanaka, there were 36 boxes of assorted Japanese groceries. Now that is rather vague. I wonder, would you tell us what they contained and where they were left? A: Well, it was stored in Prince Rupert when we left. No one would take it over after we left.

Q Whereabouts were they left?

30 A I believe they were stored at the back, or at

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Lindsay's, a cartage firm, I am not sure.

Q That is most important. You don't really know then?

A No, I don't know just exactly.

Q Now there is an awning here for which \$25.00 was claimed. Was that attached to the building?

A Yes, it was part of the building.

Q One heater, \$25.00, and then an oil heater is shown as having been sold for \$40.00. Would that

b be the same heater? A: I believe it

10 isn't. The one you are showing, an oil heater, is in one of those columns and it is one of these Coleman's you place on the floor, whereas the one sold for \$40.00 was a space heater in the hallway.

THE COMMISSIONER: Q: The one sold for \$25.00 was a Coleman heater?

A: Yes, I believe so.

MR. BEST: There are two scales shown, one a 30 pound
m scale and one a two pound scale. You are claiming \$85.00 for the 30 pound scale and \$25.00 for the
20 two pound scale. Where were they left, do you know?

A They were stored in the basement part of the store.

THE COMMISSIONER: If you are not sure, and if your father knows, you better not say.

MR. BEST: Q: If you don't know, Mr. Yamanaka, say so, and I can ask your father. He knows. I think you already told us the counter showcase was left in the store.

A: Yes.

Q And the five display tables were left in the store, I think you said.

A: Yes.

30 Q While we are dealing with the roll top desk, you

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have claimed \$50.00 for the roll top desk, and it was sold for \$20.00. Do you know how old it was?

A No, I don't.

Q Now do you remember an adding machine, a cheque printer, a typewriter, and a Singer sewing machine? Do you know where those machines were left?

A Stored upstairs in our house in the rented part.

Q And were they locked up in any way?

A I couldn't say. I don't think they were locked up.

10 MR. BEST: I don't think there is anything else, my lord. It is just that I wanted to ask this witness about the personal chattels.

MR. HUNTER: It is submitted, my lord, that the real properties were sold for their fair market values. It is submitted that the personal property sold was sold for its fair market value. It is submitted that the claims made for personal property not sold are exorbitant.

I will deal first with the larger business.
20 I will file an extract of W.H. Shortridge's appraisal report of July, 1944. He gives the legal description, then says:

"Lot 25' x 100'. Well located, but close to Chinese section. Building, Main 25' x 64' 2 story frame, on piles, about 1924-6. Rear leantos 1 story filling balance of lot. A well laid out, well constructed building with good store on ground floor, with large living accommodation above, about nine rooms & bath and porch. A basement of sorts
30 under the store floor, with a number of rooms that I

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10 could not get to see, as the Chinese tenant didn't savvy. A well maintained building, had a tenant owner till the evacuation of the Japs. The roof gives a lot of trouble, may have reached the life limit, foundation seems fair, and accessible if repairs needed. On the skylights also needs some attention, other minor needs. Plumbing seemed good, w.c. to store, and basement I believe. No Central Heating. Condition would be good but for the damage caused to the interior plaster and decoration through poor roof and flashing condition.

"Furnishings, are very good, and check with your list, and with the good tenant you have there, has deteriorated very little, and could be close to the Two thousand mark in value. This you will perhaps consider apart from the property, as its not listed. City Assd. 900.00, Imps. 4140.00, 5040.00. Furnishings not included in value. Value: Six thousand dollars - \$6000.00." I will tender that as Exhibit 6.

(EXTRACT MARKED EXHIBIT NO. 6).

MR. HUNTER: This was advertised under catalogue No. 734, in answer to which there were a number of tenders, the first June 9th, through H.G. Helgersen, Limited.

THE COMMISSIONER: At what date?

MR. HUNTER: June 9th, 1944, my Lord, for \$5000.00. I am sorry, that is the wrong one. June 9th, 1944, through ~~to~~ H.G. Helgersen for \$7,050.00; June 10th, 1944, through the same people, an offer for \$6,875.00.

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These are on behalf of various clients, my lord. The first is a Joe Fook, and the second one is on behalf of Henry Frederick Robins, cannery manager, and a further offer on June 12th through the same firm, \$3750.00 on behalf of Wong Yet, restaurant keeper, and a fourth one of June 15th, 1944, through Read, Phipps & Davis, Realty Company Limited, for \$5,003.00 on account of Wong Sing.

10 The first one I mentioned on behalf of Joe Fook was apparently increased. I don't see it here but it was sold to him for \$7500.00 as of August 31st, 1944. The second property, I can't seem to find the appraisal on it, though I see a notation to the effect it was appraised by Helger-
son's for \$475.00. That is the small building on the city property. It was advertised specially by a special advertisement of which I don't appear to have a copy, on the 29th of May, 1944, and apparently only the one offer was received of
20 June 9th, 1944, on behalf of George E. Armstrong, through Helger-son, for \$500.00 cash and this was accepted and the property sold as of July 8th, 1944.

THE COMMISSIONER: Now what were the terms of the sale there in relation to the leasehold?

MR. SHEARS: It indicated that arrangements would have to be made with the city.

THE COMMISSIONER: In other words, the Custodian assumed no responsibility.

30 MR. HUNTER: No, my lord. Here is a copy of the adver-

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tisement, my lord, which says: "These assets are offered for sale without any warranty whatsoever on the part of the Custodian as to location, condition or state of repair, and all arrangements respecting leases from the owners of the real property must be made by the purchasers."

Perhaps I might file this copy of the advertisement.

THE COMMISSIONER: I think it would be as well.

MR. HUNTER: This is dated the 29th of May, 1944, my lord.

10 It is a typewritten copy.

(ADVERTISEMENT MARKED EXHIBIT NO. 7).

THE COMMISSIONER Q: Mr. Yamanaka, is Shortridge a real estate man who is known to you in Prince Rupert?

A: Shortridge?

No, sir.

Q You don't know him? A: No.

Q Do you know Helgerson? A: Helgerson is a firm name. Mrs. Arnold runs it.

Q But they are a responsible firm of real estate agents in Prince Rupert? A: Yes.

20

MR. HUNTER: Now, Helgerson, by letter dated July 10th, 1943, to the Custodian advised the Custodian that "Yamanaka sold three counters, five display cases, a large scale and some other goods to H. Paulsen under a bill of sale before evacuation. Since Paulsen's premises were not ready for occupation, the goods were left, with Yamanaka's permission, in the building. Last week Paulsen claimed the goods and removed them under our supervision after inspection of the bill of sale."

30

H. Yamanaka,
Discussion.
Cross-Exam.

CROSS-EXAMINATION BY MR. HUNTER:

Q Would that be your father or you who arranged it?

A It must have been my father.

Q You don't know about this? A: No, I don't.

Mr. Paulsen has never paid us for those goods yet.

MR. HUNTER: I would suggest that you get after him.

THE COMMISSIONER: Now while we are on that score, what is the present status of an evacuated person in regard to the enforcement of a contract of that description?

10

MR. HUNTER: I believe they are now enforceable.

MR. SHEARS: I would say, my lord, he has been free at all times, with the sanction of the Custodian, which he would always grant, and now I know of nothing to stop it. Even the Statute of Limitations was not in effect.

THE COMMISSIONER: No, I would think the Statute would be suspended.

MR. HUNTER: It was suspended specifically if your Lordship remembers under the Trading with the Enemy Regulations.

20

THE COMMISSIONER: Mr. Yamanaka, for your information there is a contract made by your father with Paulsen and it is open to your father to enforce that contract.

MR. HUNTER: The oil heater was appraised. Apparently there was some misunderstanding about the oil heater, my lord.

THE COMMISSIONER: Did you put in the Helgerson letter?

30

MR. HUNTER: No. Perhaps I should.

H. Yamanaka,
Discussion,
Cross-Exam.

THE COMMISSIONER: I would like you to do so, for information.

MR. BEST: I am rather interested in it, my lord.

THE COMMISSIONER: What was the date of it again, Mr. Hunter?

MR. HUNTER: July 10th, 1943. I will tender that as Exhibit 8.

(LETTER MARKED EXHIBIT NO. 8).

10 MR. HUNTER: As far as the cheque printer and adding machine is concerned, my lord, they were declared but were not found. The counter showcase, as I understand it, was one of the ones included in the sale to Paulsen, and the five display tables and shelves similarly.

There was one counter in the store which I noticed in the correspondence that when it was endeavoured to remove it, it was attached to the wall, it just fell to pieces and they considered after that it had no marketable value.

20 THE COMMISSIONER: What do you call it again?

MR. HUNTER: It was some kind of a showcase built against the wall.

Q Do you know anything about that?

A Just where was it situated, do you remember?

Q No, I couldn't say. A: Then I can't say.

Q There is that notation, that when they endeavoured to remove it, it just disintegrated.

A It doesn't seem possible.

30 Q It was some kind of a fixture built against the wall.

H. Yamanaka,
Discussion.
Cross-Exam.

It was built right there, rather than being bought outside and brought in. Do you remember anything of that kind?

A: I don't think so.

MR. HUNTER: So far as the chesterfield suite is concerned, your Lordship will observe it was sold for \$36.00. The piano and stool for which \$300.00 is claimed were sold for \$200.00. The dining room suite, including a china cabinet, they were all found but not inventoried, but later the china cabinet disappeared, obviously stolen, and the remaining pieces of the dining room suite were sold for \$45.00. The four bedroom suites for which \$200.00 are claimed were sold for \$138.50, with the exception of a white bed, spring and mattress, which disappeared.

10

Q Do you remember what that white one was?

A I have a vague idea, unless it was the one in the basement.

20 Q In the inventory originally taken, there was a white bed and a spring and a mattress, but when it came to removing the goods for sale, this one had disappeared. You don't remember what that one was?

A No, I couldn't say.

MR. HUNTER: I don't know the basis of the break-down for those four bedroom suites, whether they are meant to represent \$50.00 a piece or what it would be, but under the auction sheets, for instance, one bedroom suite was sold for \$110.00. That is the only thing that is listed as a bedroom suite.

30

H. Yamanaka,
Discussion.
Cross-Exam.

Then there are beds, springs and mattresses, sold for various prices, and when you refer to four bedroom suites, are you referring to complete suites in each case?

A: I wouldn't say they were matched sets, but they were complete sets like dressers, and bureaus and beds.

10 MR. HUNTER: In that case, my lord, the \$138.50 would be considerably increased, because if you take all the individual items like bed springs and mattresses and dressers and things of that type and add them together, you would probably be pretty well up to the \$200.00 mark as claimed, but it is pretty difficult from the auction sheets to determine it.

THE COMMISSIONER: You do not propose to file the auction sheets at this stage, do you, or do you?

MR. HUNTER: I wasn't going to. They are very long.

THE COMMISSIONER: All right.

20 MR. HUNTER: And this oil heater which is apparently the one under discussion claimed for, a large oil heater, is that what you are claiming for as the Coleman heater?

A I believe that is the one that is listed there.

Q The small one?

MR. BEST: \$25.00 is claimed for one small heater, my lord, but the oil heater, apparently, was sold for \$40.00.

30 THE COMMISSIONER: There is a heater claimed for at \$25.00, I see, but it does not seem to be included in the claim, does it? It is not listed in the

H. Yamanaka,
Discussion.
Cross-Exam.

articles declared.

MR. HUNTER: In Exhibit 4, the personal statement, household, it shows in that one oil heater. It doesn't show a specific sum opposite it. There is one correspondence in connection with that. There is a letter of Helgerson's dated September 11th, 1944, my lord, addressed to the Custodian.

10 "Thank you for your letter of September 6th. We are enclosing an appraisal of the stove made by Mr. Mair and our cheque for \$20.00 paid to us by Mr. Fook for the stove.

20 "In our letter dated September 8th, we stated that Mr. Mair had suggested a value of \$45.00 and that Mr. Fook had offered \$30.00 for the stove. This was a misunderstanding between Mr. Mair and us, he understood that we meant the oil heater, and today when we asked him for a written appraisal we discovered the mistake. Mr. Fook evidently had had someone appraise the range, and today when I received your letter and went to see him again, he said he would pay \$20.00 and no more. As this agreed with Mr. Mair's appraisal, we accepted it.

"The oil heater which Mr. Mair said should be worth around \$50.00 has been removed to the Japanese Association Hall along with the other effects of Yamanaka's, and the kitchen range, which has an oil burner in it, is the one which has been sold to Mr. Fook, the purchaser of the building."

Q Does that mean anything to you?

30 A That is the first time I have ever heard of that

H. Yamanaka,
Discussion.
Cross-Exam.

letter.

MR. HUNTER: It was on file here available for your perusal. I can't quite make out which oil heater now is being claimed for.

MR. BEST: I think I can help my friend there, my lord. It refers to a heater. That is a large heater, as I understand it, which heats the building, not the range, and the one that Mr. Hunter, I believe, has just read was valued at \$50.00 and moved to the
10 Japanese Hall.

THE COMMISSIONER: You think that is the oil heater referred to in your Exhibit 4.

MR. BEST: Yes, I don't think there is any doubt about that.

THE COMMISSIONER: Then it was ultimately sold, was it, Mr. Hunter?

MR. HUNTER: Apparently not, my lord. I have not been able to find any trace of it being sold unless it is this one up here that sold for \$40.00.

20 MR. BEST: That was my understanding from your explanation of the analysis sheet.

MR. HUNTER: If that is so, then, my lord, that would be it. There was an oil heater sold for \$40.00. I suppose that is the one that was eventually removed from the hall and sold.

THE COMMISSIONER: I observe you don't put any valuation on the oil heater in this document?

A I don't think I have a complete list of everything that was lost.

30 Q What would you say was the value of the oil heater?

H. Yamanaka,
Discussion.
Cross-Exam.

A I don't know how much was paid for it.

THE COMMISSIONER: There are several articles here, opposite which there is no value set; the oil heater, washing machine and a gramophone.

MR. HUNTER: Mr. Mair in his letter originally suggested a value of \$45.00, and then later on says it should be worth in the neighbourhood of around \$50.00. So that it would be somewhere around there. It was sold for \$40.00, which is reasonably close.

10 THE COMMISSIONER: Q: What I would like to get at is what claim is being made in respect of it? Would your father have more information?

A There is no amount for the small heater?

Q No, it is the oil heater that is shown here.

MR. BEST: Q: You see, as I understand it, there is one small Coleman heater for which you are claiming \$25.00 and which Mr. Hunter acknowledges was lost with several other things, the typewriter, and so on. Now, we are attempting to direct your
20 attention to this oil heater, the larger heater, which apparently was sold by the Custodian for \$40.00. Now do you know of your own personal knowledge what would be the value of that at the time of evacuation?
A: No, I don't.

THE COMMISSIONER: There again it is going to be awkward for me to deal with it at all unless I have some indication.

MR. BEST: I will endeavour to get the father to do it.

THE COMMISSIONER: If you could save some time in discussing it, I will recess now.
30

H. Yamanaka,
Discussion.
Cross-Exam.

MR. BEST: I think there is only one other item which you would probably need valuation on, that would be the washing machine.

THE COMMISSIONER: And the gramophone.

MR. BEST: We are not pressing that.

MR. HUNTER: On the Electrolux machine there is no valuation and the washing machine and gramophone, and when you come to the sewing machine there is no valuation, and the garden tools have no valuation.

10 MR. BEST: The garden tools I acknowledge are out. That is a mistake. They were received.

MR. HUNTER: And no valuation was placed on the Tri-lite. All I have put down is what they were sold for. I can give your Lordship that information.

THE COMMISSIONER: You can give me that information?

MR. HUNTER: The Electrolux vacuum was sold for \$70.00. The washing machine was sold for \$85.00, the gramophone for \$10.00, the typewriter was declared but not found, the roll top desk was sold for
20 \$20.00 with the swivel chair, the sewing machine was declared but not found, and the tri-lite was sold for \$16.00.

MR. BEST: I can fill in two or three of these, my lord, on Exhibit 4 from the analysis. The sewing machine is \$85.00, as the amount claimed, and the typewriter \$85.00. We have that.

THE COMMISSIONER: The typewriter \$85.00 as well? Oh yes, you have that valuation.

MR. BEST: \$85.00 for both, my lord. We are now missing
30 a valuation, as I understand it, on the vacuum cleaner

H. Yamanaka,
Discussion.

which was sold for \$70.00.

THE COMMISSIONER: I will give you the claim form and you can have a few minutes to discuss it with your client. Are you through, except with respect to these items, Mr. Hunter?

MR. HUNTER: I think I am.

THE COMMISSIONER: I fancy you would prefer to have these figures before you close, in any event?

MR. HUNTER: Yes, I would.

10 (PROCEEDINGS RESUMED AFTER SHORT RECESS)

THE COMMISSIONER: Have you it straightened out now, Mr. Best?

MR. BEST: I think so, my lord. There are two or three items I have filled in there. I discovered one thing, my lord, about the claim for the sewing machine, there was a little confusion there. Actually apparently there seems to have been more than one but this was the more valuable for \$85.00, and belonged to the son and was sent to him, and we are dropping that claim. That is my reason for striking out the sewing machine.

20

THE COMMISSIONER: We can take the values as established on Exhibit 4 now. I hope this is the end of ill-prepared claims, because it just wastes a lot of time.

MR. BEST: I may say this, my lord, in explanation, to be honest about it Mr. Hunter and I hadn't had a real meeting of minds on this point until this morning. I didn't conceive the use of these sheets as he had, and we didn't intend to make them as

30

H. Yamanaka,
In Chief.

complete as apparently he wanted us to.

THE COMMISSIONER: I think you have it straightened out now.

MR. BEST: Yes, my lord.

THE COMMISSIONER: Yes, Mr. Hunter.

MR. HUNTER: Q: This phonograph, how old was it?

A Oh, I couldn't say offhand.

MR. BEST: I think the father knows the answers to
all these questions rather than the son.

MR. HUNTER: Perhaps we better have the father then, my
10 lord.

THE COMMISSIONER: Yes, I think so.

(Witness aside)

HIROKICHI YAMANAKA, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. BEST:

Q If I may just take the witness back for a couple of
questions on the real estate claim, my lord, I think
we can dispose of that fairly quickly. Mr.
Yamanaka, the work that was done in digging out the
20 basement under your store in 1930, I believe your
son told us, do you know how much that work cost
you? A: \$800.00.

Q And how much did you pay to have the foundation
rebuilt in 1938? A: \$350.00.

Q I am referring to the appraiser's report, my lord,
I believe it is Exhibit 3. Mr. Yamanaka, the
gentleman who appraised your building at 815 3rd
Avenue said that the roof apparently was in very
30 bad condition and as a result of that there had

H. Yamanaka,
InChief.

been some damage to the place and the decoration inside the building. Do you know anything about that?

A It wasn't damaged when I was there.

Q Well now, Mr. Yamanaka, about your claim for personal property, I understand from a letter that Mr. Hunter read that you had agreed to sell some chattels or some of the chattels in your store, is that right?

THE COMMISSIONER: Perhaps this will make it easier for you, Madam Interpreter. It is the opening of the

10 last paragraph. A: I did sell them.

MR. BEST: Q: Well now, Mr. Yamanaka, about the chattels that were left in your building on 3rd Avenue, how old was this Electrolux cleaning machine?

A About three years old.

Q And how old was the gramophone?

A It was secondhand when I bought it.

MR. HUNTER: Q: When? A: About 1935.

MR. BEST: Q: I see. When did you buy this typewriter?

A About five years before evacuation.

20 THE COMMISSIONER: Now then, which is that, the typewriter?

MR. BEST: The typewriter, my lord. He is claiming \$85.00 for that.

Q I understand that you bought the cheque printer and adding machine in 1935? Is that correct?

A Yes.

Q

CROSS-EXAMINATION BY MR. HUNTER:

Q This typewriter, when you bought it, was it new?

30 A Yes, it was rebuilt.

H. Yamanaka,
Cross-Exam.

Q And what type?
ma chine.

A: 12 inch Underwood

Q I don't understand this chesterfield suite, approximate date of purchase, 1928 to 1942.

MR. BEST: The specific date is 1928, I think.

MR. HUNTER: It is 1928, is it?

MR. BEST: I think so.

MR. HUNTER: Q: Had it been reupholstered?

A No, it wasn't reupholstered.

10 MR. HUNTER: I don't think there is anything else.

THE COMMISSIONER: That seems to pretty well clear it up.

MR. HUNTER: There is one thing, my lord, I am not yet certain of, and that is what is being claimed. That is, are we now being restricted to the items shown on the personal property business and personal chattels or in addition are there many other items being claimed?

MR. BEST: I think I can say in explanation we are satisfied to claim those items as shown on the analysis.

20 THE COMMISSIONER: That is to say on the Custodian's analysis?

MR. BEST: On the Custodian's analysis, my lord.

That apparently has been the difficulty, being under the impression that the Custodian had a fairly complete list on his analysis, I thought that only four or five of the larger chattel items would be necessary to be put down.

THE COMMISSIONER: I take it now that your chattel claim is confined to those articles shown on the analysis which is Exhibit 5.

H. Yamanaka,
Cross-Exam.
Discussion.

MR. BEST: That is correct, my lord.

MR. HUNTER: In that event, my lord, there are no values shown opposite those.

THE COMMISSIONER: Well, we have them in Exhibit 4.

MR. HUNTER: You are only referring to those shown in column 1 of the analysis?

MR. BEST: Most of those we have explained in column 1 and supplied the values, and so on.

10 THE COMMISSIONER: Your claim is limited to the chattels shown in column 1, is that the situation?

MR. BEST: No. Those are items, most of which are lost. Of course we are claiming in addition the items shown in column 2, which the Custodian acknowledges receiving, most of which he sold.

THE COMMISSIONER: Then you will have to be specific. Is your claim confined to the chattels listed in columns 1 and 2 of Exhibit 5?

MR. BEST: That is correct, my lord.

20 THE COMMISSIONER: All I wanted to get is what the facts are.

MR. BEST: That is correct.

THE COMMISSIONER: All right, confined to columns 1 and 2 of Exhibit 5.

MR. BEST: Now, excuse me, my lord, there is a repetition there so that is correct.

30 MR. HUNTER: In that event, my lord, there are no values shown opposite the items in column 2 unless they happen to be things already in column 1, and I don't know what the claim is in connection with the specific items other than those included in the

H. Yamanaka,
Discussion.

personal property statement where values are shown in column 1, and the analysis where values are shown, but anything else which is still in column 2 has no value shown. I don't know whether your Lordship gets my point.

10 THE COMMISSIONER: Yes, I do. In other words, how am I to determine whether these goods were sold at a fair market value or not when the claimant does not state what he considers them to be worth? Do you follow me, Mr. Best?

MR. BEST: I do, yes, my lord.

THE COMMISSIONER: You see, in the claim form it is very general.

MR. BEST: Yes, I concede that, my lord. The larger items, unfortunately most of them seem to have been stolen, the typewriter and the adding machine, and the cheque printer, and some of those showcases were apparently sold by the claimant.

20 THE COMMISSIONER: Without canvassing the whole thing, do you wish to put values opposite the articles shown in column 2 so I will know what you are claiming?

MR. BEST: Those not shown in Exhibit 4? I can do that, and if my friend wishes to cross-examine, I will have the witness here this afternoon in any event.

30 THE COMMISSIONER: I will leave the exhibit with you and you can do it at the luncheon interval. That is all for the moment, Yamanaka. Will you tell the claimant that he will be required to consult with his counsel during the luncheon interval to get it straightened out.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

Certified a true and accurate transcript.

J. P. Horrobin
"T.P. HORROBIN"
Official Reporter.



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CASE NO: 1017.

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,
May 7, 1948.

IN THE MATTER OF THE CLAIM OF

HIROKICHI YAMANAKA

PROCEEDINGS AT HEARING.

Original.



CASE NO: 1017.

1
2 IN THE MATTER OF THE "INQUIRIES ACT"
3 PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

4 JAPANESE PROPERTY CLAIMS COMMISSION

5
6 B E F O R E
7 (THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).
8

9
10 Toronto, Ontario,

11 May 7, 1948.
12

13
14 IN THE MATTER OF THE CLAIM OF
15 HIROKICHI YAMANAKA
16

17
18 PROCEEDINGS AT HEARING.
19

20 APPEARANCES:

21
22 J.W.G. HUNTER, Esq., appearing for the
Dominion Government.

23 R.A. BEST, Esq., appearing for the
24 Claimant.

25
26 A. WATSON, Esq., Secretary,
27 MRS. D.J. HANDFORD, Official Interpreter.
28 A.G. Veitch, Esq., C.S.R. Official Reporter.
29
30



H. Yamanaka
In-Chief.

1 THE COMMISSIONER: I see you have your valuation now
2 set out?
3 MR. BEST: Yes, my lord. I put them opposite each
4 item. Some of them are ticked.
5 THE COMMISSIONER: Perhaps it would be well if you
6 were to recall the last witness and have him
7 verify some of these valuations.
8 MR. BEST: Yes, my lord; very well.

10 HIROKICHI YAMANAKA, recalled, testified
11 through the Interpreter as follows:

12 DIRECT EXAMINATION BY MR. BEST:

13 Q. I believe you wrote these valuations into this
14 analysis opposite each item at the noon hour?
15 Is that correct? A. Yes.
16 Q. And those valuations which you have placed there
17 are your honest opinion of what these chattels
18 were worth? A. Yes.
19 Q. I see. Thank you.

20 THE COMMISSIONER: Any cross-examination, Mr. Hunter?

21 MR. HUNTER: I do not think so, my lord.

22 THE COMMISSIONER: Very well.

23 That is all, thank you, Mr. Yamanaka.

24 (PROCEEDINGS ADJOURNED SINE DIE)

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

27 *A.G. Veitch*
28 "A.G. VEITCH"
29 Official Reporter.
30

Case 1017

JAN - 9 1948

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

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

ACKNOWLEDGED

[Signature]

9085

[Handwritten note]

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

(1) NAME Yamanaka Hirokichi (RCMP) Reg. No. 10419
(Print) Surname Given Name

(2) Pre-Evacuation Address 813 3rd Avenue, Prince Rupert, B.C.

(3) Present Address 83 Madison Avenue, Toronto, Ontario.

(4) REAL ESTATE

(a) Street Address (if any) Prince Rupert B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
(1) 813 3rd Avenue, Lot 12, Block 31, Sec. 1, Map 923
(11) 3 Cow Bay Road, Leasehold month to month

[Handwritten note]

(c) Type of Real Property (cross out words which do not apply):

- (i) Farm
- (ii) Residence (1) Type of business General Merchant
- (iii) Business (1) & (11)
- (iv) Any other type of property (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.)..... sole owner

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land	- - - - -	\$	<u>1500</u>	
(ii) Buildings	- - - - -	\$	<u>7500</u>	
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable)	- - - - -	\$		
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value)	- - - - -	\$	<u>(1) 9000</u>	<u>(1) 800</u>
(v) Amount at which Custodian sold property and credited your account	- - - - -	\$	<u>(11) 7500</u>	<u>(11) 500</u>
(f) Loss (This figure is arrived at by deducting item (v) from item (iv)	- - - - -	\$	<u>1500</u>	<u>300</u>

300
1800

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)

(c) How stored or packed at time of evacuation

(over)

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

Mrs. Long- Tenant

(e) Itemized description of personal property which is the subject of the claim:

1. Personal belongings and furniture in apartment as listed with Custodian	Estimated Value \$	1265.00
2. _____	Estimated Value \$	_____
3. 1 Typewriter (lost)	Estimated Value \$	85.00
4. 1 Check Printer & Adding Machine (lost)	Estimated Value \$	135.00
5. 1 Counter show case	Estimated Value \$	25.00
6. 5 display tables and shelves	Estimated Value \$	150.00
7. Roll Top Desk and Swivel chair	Estimated Value \$	50.00
8. _____	Estimated Value \$	1710.00
9. Sold by Custodian for	Estimated Value \$	883.85
10. Accounts receivable, total value \$20,406.84	Estimated Value \$	826.15
Estimated value 50% - \$10,203.42	Estimated Value \$	9432.56
Less recovered by Custodian \$770.86		
TOTAL CLAIM FOR PROPERTY LOSS		\$ 10258.71

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - - - - - \$ 12,058.71

(6) (a) Place at which claimant prefers to be heard.
(Vancouver, Kamloops, Nelson, Lethbridge,
Moose Jaw, Winnipeg, Toronto or Montreal.)
Toronto

(b) Do you require the services of an interpreter at the hearing? Yes or no Yes

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

DOMINION OF CANADA)
of)
TO WIT:)

I, Hirokichi Yamanaka of the City of Toronto in the County of York

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the City)
of Toronto)
in the County of York)
this 6th day of January)
A.D. 1947 1948.)

H. Yamanaka
A Commissioner &c.

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

YAMANAKA - Hirokichi

(Claimant's Name)

REAL ESTATE
(Other than farm)

10419

Reg. No.

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
(1) Store & dwelling	Store & 8 rooms	Frame, shingle & clap-board	Store & dwelling	25 x 100'	Lot purchased 1919 Built store 1926	1919
(2) House & small store	Store & 2 rooms	Frame, clapboard	Store & dwelling	--	1939	1939

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value	Date of Sale
Commercial	Lot \$2500. Bldg cost \$7500.00 to build	Basement 25 x 40' dug. Foundation rebuilt 1938	\$9000.00	
Commercial	\$300.00	Rebuilt whole interior, put in toilet & bathroom	\$800.00	

Comments re upkeep of premises:

- (1) Claimant carried on business as general merchant in this building since he built it and has kept it in excellent condition
- (2) Claimant carried on an active business from this store since building it in 1939 and kept it in good condition

Comments re Appraiser's report not covered above: (2) This building was built on land leased from the City of Prince Rupert, B.C.

EXHIBIT No. 1017-1
 DATE 7 May 1948
 FILED BY R-a Best

H. Yamanaka

Signature

YAMANAKA - Hirokichi

(Claimant's Name)

PERSONAL PROPERTY

(Business)

10419

Reg. No.

Type of BUSINESS	Location	Gross Turnover 1941	Average Mark Up	Net Income 1941	Estimated Value of Goodwill
(1) Grocery	813 Third Ave. Prince Rupert	\$45,000.		\$4000.	4000.
(2) Grocery	Branch 3 Cow Bay Rd. "	\$50,000.			

Description of Stock-in-trade at evacuation (Attach inventory with cost prices)

Whether prices mentioned are wholesale or retail:

I PURCHASED THE BUSINESS

Date of Purchase	Price	Value Stock Date of Purchase	Value of Furniture equipment and Fixtures at date of purchase	Value of Goodwill at date of purchase:
------------------	-------	------------------------------	---	--

Not available

EX. ISIT No. 1017-2
 DATE 7 May 1948
 FILED BY R. a. Besh

Furniture equipment and fixtures acquired after purchases:

Description	Date Acquired	New or Used at Date Acquired	Price Paid	Condition when Evacuated:	Estimated value at date of Evacuation:
1 check Printer & Adding machine					\$135.00
1 Counter show case					25.00
5 display tables and shelves					150.00

List of Accounts Receivable and Accounts collected by Custodian Attached: List given to Custodian at date of evacuation \$20,406.84 - estimated value 50% - \$10,203.42 -- amount collected by Custodian \$770.86

Method of Storage and Arrangements Made at Time of Evacuation:

Additional comments, if any:

Business operated since 1918. Thompson took over stock-in trade at time of evacuation. Made list & gave it to custodian. Sale took place immediately after evacuation. Nothing paid for goodwill.

H. Yamanaka

Signature

Recommended
15% of price paid
by Thompson in view of
his appraisal & subject.
deduction of 25%

COPY FOR FILE

MEMORANDUM

12th June, 1942

Mr Noble,

From Mr Shears

re file ref. 9085

Attached cheque of George Robie & Co. \$72.37 for account of H.K.Yamanaka. Inventory of groceries etc. taken over by Thomson & Son at 75¢ on the dollar by agreement, Thomson's contra account to be deducted from 1st and 2nd payments; monthly payment of \$100.00:

Inventory valued at -	\$1,594.86
Less 25%	<u>398.71</u>
Inventory at 75¢	1,196.15
Typing Inventory,	<u>8.00</u>
	1,188.15
Thomson's contra account	<u>115.78</u>
	1,072.37
Payment herewith, on account -	<u>72.37</u>
Balance	1,000.00

Handwritten calculations:

$$\begin{array}{r}
 1594.86 \\
 \underline{398.71} \\
 1196.15 \\
 \underline{8.00} \\
 1188.15 \\
 \underline{115.78} \\
 1072.37 \\
 \underline{72.37} \\
 1000.00
 \end{array}$$

Agreement signed prior to evacuation.

Handwritten calculations:

$$\begin{array}{r}
 7974 \\
 \underline{39871} \\
 25 \\
 \underline{5} \\
 15248
 \end{array}$$

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12th 1948

M. Sealy

YAMANAKA - Hirokichi
(Claimant's Name)

PERSONAL CHATTELS

10419

Reg. No.

5 years old in 1942 - then a rebuilt underwood. 12 inch

over 10 years old

Sold at
↓

6
70
85
10
20
16.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
Chesterfield suite	1928 1928	new	200.	good	100.
Piano & stool	1932	new	400.	good	300.
Dining room suite includ- ing china cabinet	1928	new	125.	good	60.
4 bedroom suites	various times	new & used	300.	good	200.
Electrolux vacuum					100.
Oil heater - ? removed to Jap. Hall - sold \$40 New.	1940.		\$75.	good.	65.
Washing machine	1930.	new.	155.	fair.	100.
Gramophone			25.	fair.	15.
1 typewriter lost				good	85.
Roll top desk & swivel chair				good	50.
Sewing machine lost	claim 85-				85
Carpenter's tools					
Trilight	1941	new	Gift.		25.

Description of Storage of Goods:

General Statement as to Chattels not Described above:

Additional Comments, if any:

EXHIBIT No. 1017-4
DATE 7 May 1948
FILED BY R. a. Bert.

H. Yamana
Signature

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 9085

EXHIBIT No. _____

NAME Hirokichi YAMANAKA

REG. No. 10419

DATE		INVENTORY		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION	EVACUATION	TAKEN BY	DATE	AUCTION	TENDER &c		
14/5/42	27/6/42	H.G. Helgerson Limited	30/7/43				
		<i>no claim made</i>					
1 Berkel Meat Slicer		1 Umbrella Stand	1.00	Personal belongings and furniture in apartment as listed with Custodian	\$1,265.00	✓	
36 boxes assorted Japanese groceries		Chesterfield & 2 Chairs	36.00	1 Typewriter (lost)	85.00	✓	
2 Tubs Japanese Sauce		Writing Desk & Chair	35.00	1 Cheque Printer & Adding Machine (lost)	135.00	✓	
5 Pails Miso		Bridge Lamp	2.00	1 Counter Show Case	25.00	✓	
1 Awning \$ 25.00		Large Wall Mirror	7.50	5 Display Tables & Shelves	150.00	✓	
1 Heater 25.00		1 Small Stand	1.00	Roll top Desk & Swivel Chair	50.00	✓	
1 Scale (30 lb) 85.00		1 Small Square Table	3.80	Total:	\$1,710.00	✓	
1 Scale (2 lbs) 25.00		Oil Heater	✓	Ack. Cust. Credits	883.85	✓	
1 Counter (showcase) 25.00		Linoleum on all floors including Congoleum rugs	50.00	Chattels net total:	\$ 826.15	✓	
5 Display Tables & Shelves 150.00		2 Metal Store Stools	2.00	Accounts Receivable	9,432.56	✓	
Roll top Desk & Swivel Chair 50.00		Pictures	25.00	Total amt. P.P. claim	\$10,258.71	✓	
1 Adding Machine 100.00		Green Carpet	15.00			✓	
1 Cheque Printer 35.00		1 Small Mat	2.00			✓	
1 Typewriter 85.00		Piano and Stool	✓			✓	
Singer Sew. Mach. 85.00		Small Bookcase	8.00			✓	
1 Chest Carp. Tools 150.00		1 Coffee Table	15.00			✓	
G.M.C. 1941 3/4-ton Panel Truck		1 Trilight	25.00			✓	
		3 Cushions	1.00			✓	
		1 Oil Painting	15.00			✓	
		All curtains & Drapes	25.00			✓	
		1 Double Bed, Spring & Mattress	✓			✓	
		1 Dining Table & 6 chairs	✓			✓	
		Orthophonic Gramophone	✓			✓	
		1 China Cabinet	✓			✓	
		Kitchen Table & 7 Chairs	20.00			✓	
		1 Monarch Range (oil) Buffet	45.00			✓	
		Enamel Top Table	5.00			✓	
		Odd Japanese China	50.00			✓	
		Washing Machine	100.00			✓	
		1 Bathroom Cabinet	1.00			✓	
		1 Double Bed, Spring & Mattress (white)	✓			✓	
		1 Bureau & Stool	✓			✓	
		1 Bureau	✓			✓	
		1 Double Bed, Spring & Mattress	✓			✓	
		1 Bedroom Suite (bed, 2 bureaus & stool)	✓			✓	
		Miscellaneous goods on back porch including Desk & Morris Chair	10.00			✓	
		Contents of locked cupboard <i>silverware</i>	50.00			✓	
		1 Rolltop Desk & Chair	✓			✓	
		1 Display Counter	✓			✓	
		"Large miscellany of goods" including "much worthless junk"	✓			✓	
		Chest of Carpenter Tools	✓			✓	
		Small Kitchen Range	18.00			✓	
		1 Double Bed, Spring & Mattress	✓			✓	
		1 Table & 4 Chairs	5.00			✓	
		Linoleum on Floor	10.00			✓	
		1 Small Table	5.00			✓	

NOTE: Proceeds from sale of the Berkel Meat Slicer, shown in claimant's declaration, was paid direct and therefore does not appear in our Personal Property Analysis.

EXHIBIT No. 1017-5
 DATE 7 May, 1948
 FILED BY J. W. S. [Signature]

used by est.

no claim made

1.00 (2 chairs)

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
AUCTION	TENDER &c							
.25								
36.00								
16.50								
✓ 16.00								Shipped
40.00					✓			Typewriter unaccounted for. Cheque Printer & Adding Machine unaccounted for
3.00	\$ 15.00							3 Counters and 5 Display Cases sold by Yamanaka (see Helgerson let. 10/7/43).
✓ 16.55								
7.00								
4.00								
200.00								
5.50								
10.00								
16.00								
✓ 6.50								
25.00								
45.00								
10.00								
15.00								
	20.00							
3.00								
✓ 85.00								
✓ 22.00								
110.00								
✓ 1.50								
20.00								
✓ 20.00								✓
✓								Cust. Agt., H. G. Helgerson, advised (8/9/44) Display Counter was sold by Yamanaka "some time ago"; the purchaser not taking delivery until much later.
✓								
	5.00							
	3.00							
	1.00 (2 chairs)							
✓	3.00							The spring and mattress to this bed was discarded (H. G. Helgerson let. Sept. 20/44).

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 9085

EXHIBIT No. _____

NAME Hirokichi YAMANAKA

REG. No. 10419

DATE DECLARATION _____ EVACUATION _____	INVENTORY TAKEN BY _____ DATE _____	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
			AUCTION	TENDER &c		
		<u>Summary of Auction Sales:</u>				
		Toaster 5.00	\$ 3.00			
		Ash Stand 5.00	3.00			
		Gas Heater 5.00	4.00			
		Electrolux Vacuum 180.00	70.00			
		Lamps 25.00	9.25			
		3 Dressers and 2 Stools ✓	39.25			
		Dayton Scale 25.00	12.00			
		Electric Heater 3.00	2.25			
		Primus Stoves (2) 5.50	5.50			
		Blow Torch 7.00	5.75			
		Knitting Machine 35.00	5.50			
		Nails ✓	8.35			
		Razors 12.00	9.00			
		Mimeographing Machine 15.00	11.00			
		Vise 5.00	3.25			
		Furniture ✓	11.00			
		Kitchenware ✓	55.80			
		Tools ✓	18.50			
		Clothing	14.15			
		Miscellaneous	79.75			
		Gross Proceeds Auction Sales:	\$1,084.10			
		Less Charges	180.17			
		Net Proceeds Auction Sales:	\$ 903.93			
		<u>Summary of Other Sales:</u>				
		Coca Cola Cooler		\$ 15.00		
		Total Other Sales:		\$ 62.00		
		Vancouver, B. C., Apr. 7/48.				
		RGB/P.				

E No. 9085

EXHIBIT No.

CASE No.

G. No. 10419

VENUE Toronto, Ont.

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
AUCTION	TENDER &c							

3.00
 3.00
 4.00
 70.00
 9.25
 39.25
 12.00
 2.25
 5.50
 5.75
 5.50
 8.35
 9.00
 11.00
 3.25
 11.00
 55.80
 18.50
 14.15
 79.75

1,084.10
 180.17
 903.93

\$ 15.00
\$ 62.00

EXHIBIT 1017 - 6

DATE... 7 May 1948

FILED BY

J.W.G. Hunter

EXTRACT OF W.H. SHORTRIDGE'S APPRAISALS REPORT
(JULY 1944)

734 Lot 12: 31: 1. 815 Third Ave. W. Prince Rupert, B.C.

Lot 25' x 100' Well located, but close to Chinese Section. Building, Main 25' x 64' 2 story frame, on piles, about 1924-6. Rear leantos 1 story filling balance of lot. A well laid out, well constructed building with good store on ground floor, with large living accommodation above, about nine rooms & bath and porch. A basement of sorts under the store floor, with a number of rooms that I could not get to see, as the Chinese tenant didn't savvy. A well maintained building, had a tenant owner till the evacuation of the Japs. The roof gives a lot of trouble, may have reached the life limit, foundation seems fair, and accessible if repairs needed. On the skylights also needs some attention, other minor needs. Plumbing seemed good, w.c. to store, and basement I believe. No Central Heating. Condition would be good but for the damage caused to the interior plaster and decoration through poor roof and flashing condition.

Furnishings, are very good, and check with your list, and with the good tenant you have there, has deteriorated very little, and could be close to the Two thousand mark in value. This you will perhaps consider apart from the property, as its not listed.

City Assd	900	
Imps	<u>4140.00</u>	
	5040.00	Furnishings not included in value.

Value: Six thousand dollars - \$6000.00

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12th 1948

J.W.G. Hunter

1917 - 7

7 May 1948

DATE.....
FILED BY J.W.G.Hunter

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA
OFFICE OF THE CUSTODIAN

BUILDINGS 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:

- PARCEL A: A boat building shop erected on property leased from the City of Prince Rupert, having a frontage of approximately 84 feet on Cow Bay, together with certain boat building equipment now upon the premises, as well as equipment now in storage.
- PARCEL B: A building, formerly used as Barber Shop and living quarters, erected on land leased from the City of Prince Rupert on the corner of Third Avenue and Cow Bay Road.
- PARCEL C: A building, formerly used as Store and living quarters, erected on land leased from the City of Prince Rupert known as Not. 3 Cow Bay Road.

Tenders for individual parcel should be addressed to the undersigned marked "Tender for Building" up to noon on the 17th day of June 1944, and must be accompanied by a certified cheque payable to the Custodian for ten percent (10%) of the amount tendered.

Arrangements for inspection fo the above parcels will be made on application to Messrs H.G.Helgerson Limited, Prince Rupert.

These assets are offered for sale without any warranty whatsoever on the part of the Custodian as to location, condition or state of repair, and all arrangements respecting leases from the owners of the real property must be made by the purchasers.

The highest or any tender not necessarily accepted.

DATED at Vancouver, British Columbia, this 29th day of May, 1944.

THE CUSTODIAN
506 Royal Bank Building,
675 West Hastings Street,
Vancouver, B. C.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12th 1948

J.M. [Signature]

H.G.HELGERSON LIMITED
REAL ESTATE BROKERS

1017 - 8

DATE 7 May 1948

FILED BY

J.W.G.Hunter

P.O. Box 593
PRINCE RUPERT, B.C.

July 10th, 1943

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

Attention Mr H.F.Green:-

Dear Sir:-

Re: H. Yamanaka File #9085

Following our recent correspondence re goods belonging to the above, we were successful yesterday in getting the services of two men and a truck and removed all goods from the basement of the Yamanaka property to safe storage in the Japanese Association Hall. They were a very miscellaneous collection, many of the boxes being closed up and others having had material hurled in at the last moment. During the removal we found two items for which we had received a release from the B.C. Security Commission in the last shipment but were unable to locate at that time, consisting of a box of demarara sugar and a quantity of patent Japanese medicines. These we re-packed and sent off via Union S.S. Cardena today.

It is impossible to give you a inventory of this collection, but we were pretty certain that one item was an unopened case of tea, net weight 128 lbs. Since this is rationed, we advised the Ration Officer here, as we were uncertain of regulations concerning rationed goods. He informed us that it could not be sold, and that we should advise the Deputy Custodian of its existence.

Regarding the store fixtures, Yamanaka sold three counters, five display cases, a large scale and some other goods to H. Paulsen under a Bill of Sale before evacuation. Since Paulsen's premises were not ready for occupation the goods were left, with Yamanaka's permission, in the building. Last week Paulsen claimed the goods and removed them under our supervision after inspection of the Bill of Sale. There were very few store fixtures left, but the roll top desk and chair is still upstairs in the store.

We have not yet been able to contact the tenant upstairs to obtain an inventory but still have it in mind.

Yours very truly,
H.G.HELGERSON LTD
"N.E. Arnold".

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12th 1948

J.M. Scoby