Name of Claimant UJIMOTO, Isamu Case 21

Custodian File 11404

REAL PROPERTY

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: % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
		1350	Special 400.00	67.50 12.50							480.00

PERSONAL PROPERTY

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 & Not Found & Recorded Now Missing	45% of amount in next preceding column	

NETS

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	

MISCELLANEOUS CHATTELS

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	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
			46%	259.30	119.28	375.00	45.00	$164.28

TOTAL RECOMMENDATION $644.28

1540

CASE NO: 21.

JAPANESE PROPERTY CLAIMS COMMISSION.

Kamloops, B. C.,

December 12th, 1947.

IN THE MATTER OF THE CLAIM OF

ISAMU UJIMOTO.

PROCEEDINGS AT HEARING.

Original.

CASE NO. 21.

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)

Kamloops, B. C.,

December 12th, 1947.

IN THE MATTER OF THE CLAIM OF

ISAMU UJIMOTO.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

R.J. McMASTER, Esq., appearing for the Claimant.

A. WATSON, Esq., Secretary.

G.N.R. UPTON, Esq., Official Interpreter.

T.P. HORROBIN, Esq., Official Reporter.

MR. McMASTER: I think we will be able to get along without an interpreter, in this case, my lord. Can I have the claim form, please?

ISAMU UJIMOTO, the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. McMASTER:

Q Mr. Ujimoto, you are the claimant?

A Yes.

Q And is that your signature on the claim form?

A Yes.

Q And did you swear that declaration?

A Yes.

MR. McMASTER: My lord, I regret that several problems arise in this case.

THE COMMISSIONER: Yes.

MR. McMASTER: In the first place I might state that the real property is registered in the name of the claimant and his son. The son was six years old, I think, when the claimant purchased the property and he registered it in their joint names, somebody I suppose having advised him if he died it would automatically go to his son. It seems rather foolish for me to bring the son into these proceedings. I ought to amend, perhaps, and make the claim on his behalf personally and as guardian for the child.

MR. HUNTER: That is the procedure, my lord.

THE COMMISSIONER: I think that would be the best way

to dispose of it.

MR. McMASTER: I would so ask leave to amend.

Q What was your son's name?

A Koji Ujimoto.

Q And how old is he? A: Thirteen years now.

THE COMMISSIONER: Now that would mean that Ujimoto claims for himself as well as in his capacity as guardian of his infant son, Koji Ujimoto.

MR. McMASTER: With respect to the real estate only.

THE COMMISSIONER: With respect to the real estate only -- Koji Ujimoto. There will be an amendment accordingly.

MR. McMASTER: And I would ask, my lord, for leave to amend the claim by striking out therefrom the income claim -- the claim for income. I am sorry I did not have a copy of this claim form, but I understand he claimed about $3000.00 or $5000.00.

THE COMMISSIONER: That is a claim which I have no jurisdiction to consider in any case. There is a claim for 1942 for $2000.00 income and 1943 $20,000.00 income and income on business for 1944, $10,000.00.

MR. McMASTER: $2000.00 in 1943, my lord.

THE COMMISSIONER: It reads $20,000.00 here.

MR. McMASTER: I think that is added up wrongly -- $2000.00.

THE COMMISSIONER: It is intended to be $2000.00.

MR. McMASTER: Right.

THE COMMISSIONER: And 1944, $1000.00 income. Those

three items will be struck out.

MR. McMASTER: I would ask Mr. Hunter if he would be good enough to admit the assessed value of the land in question is $700.00 on improvements and $370.00 on the land.

MR. HUNTER: That is correct, my lord. If your Lordship would give me permission at the moment, I should like to raise again the question of the accounts receivable. He is claiming $1055.93 for accounts receivable, of which the Custodian collected $349.88.

THE COMMISSIONER: Now is that one of the items that we reserved to be argued?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: Very well. I will reserve this question for further argument as well. No evidence to be led today in regard to it.

MR. McMASTER: All right, my lord.

Q Mr. Ujimoto, you and your son, whom you have named, are the registered owners of the lands and premises that are involved in this claim?

A Yes.

Q When did you purchase the premises?

A 1941, August.

Q I produce to you a copy of a document.

THE COMMISSIONER: August?

MR. McMASTER: August, 1941.

Q I produce to you a copy of a document. Is that your signature on that document? No, I am sorry, it doesn't appear. Would you

tell the Commissioner what that document is?

A Just the particulars?

Q No, what it is. A: It is just I have a receipt that I paid for it.

Q This is a deed to the land.

A I got the deed.

Q And is that a true copy of the original document that was registered in the Land Registry Office?

A Yes.

MR. McMASTER: I would like to put this in, my lord. This is a copy of a deed of land dated August 14th, 1941, from Waino Kallio and Selma Kallio to Koji Ujimoto and Isami Ujimoto.

THE COMMISSIONER: What was the assessed value again?

MR. McMASTER: I am sorry, my lord, on the improvements, $700.00, on the land, $370.00.

THE COMMISSIONER: Yes, go on.

MR. McMASTER: This deed is between the parties I have just recited, my lord, in the sum of $2000.00 and describes the lands and premises included in this claim. It contains a covenant that the premises will not be used as a repair garage or service station for at least ten years from the date. The remainder is the usual form of conveyance. There is a note on the back of the deed that the original registration number is No. 145453.

(DEED MARKED EXHIBIT NO. 1)

Q Now, did you pay the sum of money referred to in that deed to purchase the property?

A I paid all cash at that time.

Q You paid all cash at that time -- $2000.00?

A Yes.

Q And was that all your own money?

A All my own money.

Q None of it was your son's money?

A No, it was all my money.

Q Now, what was the size of the lot?

A What do you mean?

Q The whole lot, including the part the building was on. A: Just one lot.

Q It was just one lot, wasn't it, but part of it had buildings and part not?

A Yes.

Q I want the size of the whole lot.

A 66 x 91.

Q About 60 x 91? A: 66 x 91.

Q At the time you purchased the premises, what buildings were on the premises?

A Just on the corner, the old building, 18 x 20.

Q 18 x 20 was the old building?

A I remember so.

Q And what did that consist of?

A That is the old plain shingle roof. Just one store and one bedroom.

MR. HUNTER: What was that?

MR. McMASTER: One store and one bedroom in the same building.

THE WITNESS: In the same building.

Q Were there any other structures or any other

buildings on the lot when you bought it?

A No, nothing except that.

Q Now before you bought the premises, had you lived on those premises, Mr. Ujimoto?

A Yes, about one year.

Q And what did you do on those premises?

A You mean that old one?

Q Yes. Before you bought it, you rented the premises, did you? A: Yes.

Q How much rent did you pay?

A I paid $15.00 a month.

Q What did you use the premises for?

A For the store.

Q What kind of a store? A: A general store.

Q A general store? A: Yes.

Q And did you live in the premises as well?

A Yes.

Q Now, after you bought the premises did you add any buildings to the building that was there?

A Yes, the next year.

Q That would be in 1942? A: No. When I started business in 1936 that is the first time I rented that house, and in 1937 I put another 12 x 18 extension room for a bedroom and at the same time I put the 10 x 30 garage.

Q A garage. A: At my own expense.

Q But that was before you had bought the premises?

A Yes, that is right.

Q But you put those up at your own expense.

Approximately, do you recall what it cost you to put up those two structures?

MR. HUNTER: Excuse me, were these buildings that were put up constructed while he was still a tenant?

MR. McMASTER: That is right.

MR. HUNTER: I would submit their value is irrelevant, insofar as he purchased the complete thing for $2000.00.

THE COMMISSIONER: It shows what cost has gone into it. It is information that may be of some value in arriving at it.

MR. McMASTER: My submission would be that the vendor, when he sold him these buildings~~x~~ shortly after, was quite aware of the fact the man had put the buildings up and that would be taken into consideration.

THE COMMISSIONER: There were certain buildings in addition to the house?

MR. McMASTER: Q: Yes. After you purchased the premises, Mr. Ujimoto, did you put any additional buildings on?

A Yes, I did, the next year.

Q The year after you purchased?

A You mean after purchase?

Q Yes. A: Yes, I put another extension to the southward, 14 x 30. That is two rooms, one bedroom, one for new kitchen.

Q Yes, and that was very shortly before you were evacuated, is that right?

A Well, only four or five months.

Q And how much did it cost you to put that building on? A: Well, the material cost me about, oh, $170.00 something. I have my receipts and bills.

Q I will present those to you shortly.

A Yes, and some receipts I missed. In my memory I employed three carpenters and the materials.

THE COMMISSIONER: Have you the figure? Let us have the round figure?

MR. McMASTER: Q: What was the total cost for your materials and for labour?

A I estimate a thousand dollars.

Q Now, I produce to you a number of bills.

A Yes.

Q Canx you identify those?

A Yes.

Q What are those? A: After I purchased the premises, I tried to build the house and I bought the lumber from lumber yard.

Q Those are the materials that you put into this addition, is that right?

A Yes.

Q You paid for those yourself?

A Yes, I paid for those myself.

(VOUCHERS MARKED EXHIBIT NO. 2)

THE COMMISSIONER: This is the 1941 addition, is it?

MR. McMASTER: Yes, my lord.

THE COMMISSIONER: You might have the witness say what the 1937 addition was.

MR. McMASTER: Q: The garage and shed you referred to that you built while still renting the premises, can you give us a rough estimate of what those cost? A: $100.00.

Q $100.00? A: But that is not including the labour.

Q Did you build them yourself?

A Yes, I built them myself.

Q Now would you be good enough to tell the Commissioner when you were first required to leave your premises? When did you first get a notice that you must evacuate?

A That was 1942, some time in May or June, I got a letter from the Custodian.

Q Yes, and what did you do when you got that letter?

A Well, I couldn't believe the Custodian, you know, and I let it go. I leave it alone. I didn't give them an answer.

Q Just a minute. I don't think you have got the question.

MR. HUNTER: The Custodian didn't evacuate anyone.

THE COMMISSIONER: No.

MR. McMASTER: I am sorry, my lord. I think maybe I can get this cleared up.

Q In 1942 you got some kind of a notice saying you must move away from your place, is that correct? A: Yes.

Q From whom did you get that notice?

A Well, I haven't got the notice, but I read it on the telephone post, you know.

Q Who did you report to?

A Well, nobody report to me.

THE COMMISSIONER: Of what value is this?

MR. McMASTER: I am afraid, my lord, I must get in his own evacuation and the fact of his wife being evacuated subsequently to his property claim.

THE COMMISSIONER: Why not ask it direct?

MR. McMASTER: If my friend doesn't object.

Q In the spring of 1942, did you report to the R.C.M.P. with regard to moving away from Haney?

A Yes.

Q And where did you go? A: I came to Magna Bay.

Q To Magna Bay. Did your wife and family come with you at that time? A: No.

Q How much later was your wife required to move away? A: After I left, one month later, they came up.

Q Yes, and did you make arrangements with the R.C.M.P. for permission for her to come to Magna Bay? A: Yes.

Q Now, at the time that you came away from Haney when you reported to the R.C.M.P. and came away, did the R.C.M.P. or anybody else request you to sign any kind of a form with regard to your property? A: No.

Q As far as you know, when your wife left was she required to sign any such form?

A She says not.

Q She says not? A: Yes.

Q Now you were away when your wife left, I take it? You were already up at Magna Bay?

A Yes.

Q Has she told you what she did with your personal chattels and your store goods when she left?

A Well, I sent a letter to her, "Leave everything put in a box and leave it upstairs and give to Mr. Menzies the front door key".

Q Who is Mr. Menzies?

A He is a real estate man in Haney.

Q Now you did instruct her to take a lot of the canned goods and stock -- to bring that with her, did you? A: Yes.

Q And she did that? A: Yes, she did.

Q Now has she informed you whether she did, in fact, put the things that remained in boxes and store them in the attic of your premises?

A Yes.

Q And did she give the key to Mr. Menzies? Has she told you that?

A Yes.

Q And what did she tell Mr. Menzies to do about the premises? A: Well, she told him if someone want to rent that place and chattels , please rent to anybody.

Q Yes, I see. And to the best of your knowledge did she prepare an inventory of the things that were left? A: Yes.

Q And what did she do with that inventory?

A I employed a little girl, 14 or 15 years old.

She kept a record of the chattels and goods and gave it with the key to Mr. Menzies.

Q She gave the inventory and key to Mr. Menzies?

A Yes.

Q Now in July of 1942, you received a letter from the Custodian? A: Yes.

Q Requesting you to file a form -- what is commonly known as a J.P. form, is that correct?

A Yes.

Q I produce to you now a copy of a letter. Did you write that letter to the office of the Custodian?

A Yes.

MR. McMASTER: I don't believe my friend has the original here to produce. Perhaps he would admit receiving that.

MR. HUNTER: I don't think we have the original.

MR. McMASTER: Will you make a note of it and perhaps produce it from your file? Are you prepared to admit you received it?

THE COMMISSIONER: What is the date?

MR. McMASTER: August 28th, 1942.

MR. HUNTER: I should be very happy indeed to admit it.

MR. McMASTER: That you received it.

MR. HUNTER: Yes.

MR. McMASTER: I should like to put this in as an exhibit, my lord.

"Magna Bay, B.C., August 28th, 1942.

R.D. Richardson, Esq.

Office of the Custodian, Vancouver, B.C.

"Dear Sir:

Reply to your letters date July 17th and file No. 11404 that of the Lot 2 of subdivision "C" of Lot 398, Group 1, Map 4076, on the corner of 8th Avenue and Dewdney Trunk Road at Haney, B.C., it was already place to Mr. H. Mezie at Haney, B.C. on last March looking after our business and property so I wish you will kindly see above person and oblige.

Yours truly."

(LETTER MARKED EXHIBIT NO. 3).

Q Now after that the Custodian's Office wrote you several letters requiring you still to file a J.P. form? A: Yes.

Q And if I understand correctly, those letters, or some at least were written care of a Mr. Brown at Vernon?

A Yes.

Q And didn't come into your hands until some time after they were written?

A So late.

Q But that subsequently in or about November, 1942, after some correspondence between yourself and the Custodian, you sent in the J.P. form?

A Yes.

Q Now is that your signature on that form (producing)? A: Correct.

Q Now I notice that this form is dated April 9th, 1942. Was that when the form was made out, or

did you date it that when you made it out in November? A: It is my mistake. I scratched out --

Q But 1942 is all right. When did you type this form? Did you type it yourself? Did you type out the form yourself?

A No, I don't think so.

Q When did you get to do it? Let me put it this way. Was it typed out at the time, about November, 1942, when you sent it in?

A Yes.

Q And not in April as appears on there?

A No.

(J.P. FORM MARKED EXHIBIT No. 4).

Q And with the J.P. form you sent in to the Custodian a list of chattels and equipment?

A Yes.

Q I think that should be part of it. Is that the list that accompanied the J.P. form?

A Yes, I sent it with it.

Q And are all the things that are shown on that list -- were they on your property?

A Yes.

Q And at the time you left were all those things in the house or on the premises?

A Well, all upstairs, and some heavy stuff down there, and cash box and scales and some things upstairs but heavy stuff you can't take up.

Q I am talking about the time you left, not when your wife left. When you left, all these things

were there? A: When I left everything just like an ordinary store.

Q But all these things on this list were there when you left? A: Yes.

Q Did your wife inform you those things were there when she left? A: Well, that was put upstairs.

Q She informed you that these things were there when she left? A: Yes.

Q And she helped you draw that list, I suppose?

A Yes.

MR. HUNTER: Is that part of Exhibit 3?

MR. McMASTER: Yes.

THE COMMISSIONER: Exhibit 3 or 4?

MR. McMASTER: It is Exhibit 4. I think we might as well put it in as part of Exhibit 4.

THE COMMISSIONER: Yes. It is all part of the same thing.

MR. McMASTER: Q: Now is this a letter which you received from the Custodian, Mr. Ujimoto?

A Yes.

Q And is this the list that was included with that letter?

A Yes.

MR. McMASTER: This is a letter, my lord, from the Office of the Custodian, dated December 4th, 1942, addressed to Mr. Ujimoto. It refers to the fact he has asked to have some goods sent to him, and states, "At the time a tenant was found for your property on July 27th,

your store had been broken into and these articles apparently were stolen.

The house and store were in terrible condition, with boxes and cartons opened and contents scattered about the rooms.

We are today notifying the B.C. Security Commission of your request to have the other items shipped to you, and their attention to it will be given in due course."

THE COMMISSIONER: The list is a list of the same articles?

MR. McMASTER: It proceeds, my lord, "We are enclosing herewith a list of chattels found on your property for your perusal and also noting chattels as listed by yourself but now missing."

And on that list is, first of all, a list in black ink and then a line across and a list in red ink headed "Chattels missing", and the document, both pages of the list are signed by Carlsen and Anderson, whom I understand were employees of the Custodian's office.

(LETTER AND LIST MARKED EXHIBIT NO. 5).

Q Now, Mr. Ujimoto, did you hear anything from Mr. Menzies with regard to whether your property had been rented or otherwise?

A No, I don't think so.

Q Until what date? I produce to you a letter. Did you receive that letter from Mr. Menzies?

A Yes.

Q A letter dated November 10th, 1942. Was that the first that you had heard from him?

A Yes.

MR. McMASTER: This is a letter, my lord, dated November 10th, 1942, addressed to Mr. Ujimoto at Magna Bay, B.C.

"I have received your letter of October 29th, but am sorry to say that I cannot do anything for you. The Custodian has taken the control of all Japanese properties completely out of our hands. Your place is rented, but the Custodian's office collect the rent. I would advise you to write to him for anything you wish to know about your place here. I have sent on to him a copy of your letter to me.

I hope you will be able to obtain your stove,"

and the rest of the letter is not terribly relevant.

Q Was there anything enclosed with that letter when you got it? A: Yes. My wife left the record and he sent it back with this.

Q Is this the document or the documents that were enclosed? A: Yes.

Q And are those the lists your wife had made and left with him? A: That is my

employee, the girl.

Q Your employee had written it down?

A Yes.

Q And your wife had left it with Mr. Menzies?

A Yes.

(LETTER AND LIST MARKED EXHIBIT NO. 6).

Q Now with your claim form, Mr. Ujimoto, you attached to your claim form a long list of personal chattels? A: Yes.

Q Does that list correspond with the list that you received from the Custodian's office with this letter of December 5th?

A Yes.

Q The items correspond? A: Yes.

Q And that list includes the items that are in red ink as well, does it?

A Yes.

Q Now on that list I notice that there are some items opposite which you have not put any value. What is the reason for that?

A Well I haven't got the knowledge of the estimation of the chattels and goods, you know, and I heard from the executive committee on those this year -- I thought that was all right in my knowledge.

Q Yes. Now did you receive any goods from the Custodian after you had left?

A Yes.

Q Do some of the goods you received appear on this claim list? A: No.

MR. McMASTER: I am sorry, my lord, I thought this was the same list I had. Could I see the claim list for a moment, please?

Q Have you included in this list attached to your claim any goods which you have received from the Custodian since you were evacuated?

A No.

Q You did write to the Custodian and ask for certain goods, and he did send you some up?

A Yes.

Q But none are in your claim list?

A No.

Q With respect to these goods which appear on the list attached to your claim form, are all of those household goods?

A Some household goods and some store -- retail goods.

Q Yes. A: And some furniture.

Q Yes. Is any of your store equipment in there?

A Yes, fixtures and equipment.

Q Yes. Now you have set certain values opposite those various items, Mr. Ujimoto?

A Yes.

Q With regard to the goods which were part of the stock of the store, what price did you put on those? Did you put the wholesale price or the retail price?

A I put in the retail price.

Q And with regard to the equipment that you put in there, did you put the cost price or a depreciated

price? A: Cost price.

Q Cost price. Now, referring to the major items of equipment, how recently had you bought your ice cream cabinet and the cash register and the other equipment?

A In each case I can explain. The Frigidaire-- you mean the icea cream cabinet?

Q Yes. A: Just a moment, I am not sure.

Q I am sorry I haven't a list of these. I had asked the claimant to prepare one, my lord, but he did it on his own list and had the list typed out without the information.

A That I bought in 1939.

Q Yes, and the ice cream cabinet, when did you buy that? A: That is 1939.

MR. HUNTER: Isn't that what you are talking about?

MR. McMASTER: No, the Frigidaire, I think. I asked him about the cash register, didn't I?

A Yes, the cash register, that is 1938.

Q And the pop cooler? A: The G.M.C. pop cooler, $180.00, 1940.

Q And you had two scales. How old were they?

A Well I don't know how old they were, but anyway I bought them second hand. $75.00, that is the computing one -- the bigger one -- I can't find out the items -- that cost $50.00, I put it on, did I?

Q Well you bought them secondhand and you paid $75.00 for one of them, or both of them?

A One of them.

Q And what did you pay for the other?

A For the other I paid $12.00.

Q So you have allowed a certain amount of depreciation when you price the two of them at $60.00?

A Yes, that is $60.00.

Q And the other items that appear on here, you have estimated them to the best of your recollection?

A Yes.

Q Now I produce to you a picture. Could you identify that? A: Yes, I think this picture was taken in 1938.

Q Yes, and is it taken on the premises in question in your store? A: Yes.

MR. McMASTER: I put that in, my lord, for its general value.

(PHOTOGRAPH MARKED EXHIBIT NO. 7).

Q Now I would like, if I may, to go back for a moment to the claim form. I notice on the claim form, Mr. Ujimoto, that you have stated, "Amount received direct and indirect" in the place where the claim form said "Amount at which Custodian sold property and credited your account". What did you mean by "Received indirect"? A: I owe some people money and Custodian pay for that.

Q You owed them money, or they owed you money?

A I owed money.

Q How would you receive the money?

THE COMMISSIONER: This is the indirect receipt?

MR. McMASTER: Q: Yes. Now you had some insurance on these premises, did you, Mr. Ujimoto?

A Yes. I got, in 1941, two.

Q And are these the policies of insurance (producing)?

A Yes.

Q They refer to your premises? I will file those, my lord.

THE COMMISSIONER: What is the coverage?

MR. McMASTER: One of them covers the building for $500.00 with the Globe & Republic Insurance Company, a policy No. 5937.

THE COMMISSIONER: What is the insurance on the stock?

MR. McMASTER: And the other policy is with the Northwest Fire Insurance Company, No. 205049, $2000.00, one thousand dollars on groceries and other merchandise usual to a grocery store, $500.00 on trade and office furnitures and fixtures, etc., and $500.00 on household furniture, supplies and effects. The expiry date of the first of the policies is November 6th, 1942, and the second policy, August 24th, 1942. I suggest they be put in together as one exhibit.

(INSURANCE POLICIES MARKED EXHIBIT NO. 8).

MR. McMASTER: I am leaving, as directed, the question of these accounts receivable. All right, Mr. Hunter.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Ujimoto, I show you a letter here. Is that your signature?

A Yes, that is right.

MR. HUNTER: My lord, I would file that letter dated the 16th of November, 1942, by the claimant to the Office of the Custodian, in which he states he wishes to register, by which would apparently mean file a J.P. form, but does not in this letter as yet enclose one.

THE COMMISSIONER: Yes.

(LETTER MARKED EXHIBIT NO. 9).

MR. HUNTER: Q: Mr. Ujimoto, I wonder if you would just review for me the instructions that your wife gave to Mr. Menzies? What did she say to him? A: I can't hear. Please come nearer.

Q Your wife gave certain instructions to Mr. Menzies when she left? A: Yes.

Q What were these instructions, again?

A That he keep here these items.

Q That he which? A: That he got the items on the paper. That is the same thing that my wife give to Mr. Menzies.

Q Yes. She gave him an inventory, didn't she?

A Yes.

Q And she gave him a key? A: Yes.

Q And what instructions did she give to him?

A Well I don't know. I don't know anything about that.

Q Was he to lease the property?

A No.

Q Was he to sell it? A: No.

Q Was he to look after it?

A Yes, and rent.

Q I beg your pardon? A: I want him to rent to anybody.

Q You want him to rent it? A: Yes.

Q When you said he wasn't to lease it, you were wrong? You didn't understand what I meant?

A Lease?

Q Lease. A: You mean -- lease?

THE COMMISSIONER: Q: The same thing as rent.

A Yes. I don't want it leased.

MR. HUNTER: Q: I see. You just want it rented. I presume by that you meant you didn't want a long lease. A: Yes, I mean a longer time, that is right.

Q And what was to happen to the store? Was he to rent it as a store?

A No.

Q How was he to rent it? Was it to be rented as a business? A: Yes.

Q He would rent it as a business?

A Yes.

Q And the tenant would use your fixtures, I presume -- your shop fixtures?

A Yes.

Q And was he to account for the money to you?-- the rent? A: No.

Q Who was he going to give the rent to? Was Mr. Menzies going to send you the rent?

A Yes.

Q And what about repairs? Was Mr. Menzies to look after repairs? A: No, nothing between them, nor any arrangement made.

Q Repairs weren't mentioned?

A No.

Q Do you know how the Custodian first found out about this property?

A Yes.

Q How did he find out? A: I got a letter from Custodian.

Q Yes, but do you know how the Custodian first found out that this was property owned by a person of the Japanese race? Do you know how the Custodian learned about this property?

A I don't know.

THE COMMISSIONER: Now just carry that a little bit further, will you? He says he does not know how the Custodian learned this was property of a Japanese-Canadian. Did this claimant have any communication with the Custodian until the date in November that he speaks of?

MR. McMASTER: I filed, my lord, a letter in August that he wrote.

THE COMMISSIONER: Oh yes. You might find out if that was the first communication he had made to the Custodian.

MR. HUNTER: Q: Mr. Ujimoto, you wrote a letter to the Custodian in August of 1942. Do you remember that?

A I don't remember what date.

THE COMMISSIONER: Exhibit 3.

MR. HUNTER: It is filed here as Exhibit 3. May I have Exhibit 3.

Q That is a letter you wrote in August of 1942?

A Yes.

Q Was that the first time you had ever written to the Custodian? A: Yes.

Q Had you ever spoken to the Custodian before that?

A No.

Q You had had no communication whatsoever between the Custodian and yourself?

A No.

MR. HUNTER: With your permission, Mr. McMaster, this could go in without further identification.

MR. McMASTER: Yes. He can't identify it anyhow.

MR. HUNTER: No, but I was going to wait and get the appraiser. With my friend's permission I would file an appraisal made of certain of the equipment, some five items by McLennan, McFeely & Prior Limited, hardware and general merchants.

THE COMMISSIONER: Yes, I know them. Was that made at the instigation of the Custodian?

MR. McMASTER: I was wondering about Mr. Hunter's description of it as an appraisal. My point is this, that there is some background to this thing which I should have brought out in examination in chief and I overlooked it, the question of turning in these chattels to Mac & Mac on account of a tractor. I have no

way of knowing whether that letter is what Mac & Mac were prepared to offer as a trade-in on a turnover value.

THE COMMISSIONER: Why not ask the witness?

MR. McMASTER: He wouldn't know, my lord. This is addressed to the Custodian.

THE COMMISSIONER: You might pursue it, as to what dealings he had with McLennan, McFeely & Prior.

MR. HUNTER: I know what they are, my lord. The claimant wrote the Custodian a letter requesting that these things be sold or turned in on account of some other equipment of some kind that he was going to get.

THE COMMISSIONER: Bring it out with the witness, will you?

MR. HUNTER: Q: Is this your signature on that letter, Mr. Ujimoto?

A Yes, sir.

Q And you wrote that letter?

A Yes, sir.

MR. HUNTER: This is a letter, my lord, dated September 4th, 1944, written by the claimant to the Custodian's office, and I will file it as Exhibit 10. I will read it, my lord, though I don't think it is necessary for it to go into the record as it is filed as an exhibit.

THE COMMISSIONER: Very well.

MR. HUNTER: (Reading).

(LETTER MARKED EXHIBIT NO. 10).

THE COMMISSIONER: What is the date of that letter?

MR. HUNTER: Then I file a letter of February 8th, 1945, from McLennan, McFeely & Prior Limited tothe Custodian as Exhibit 11, and they say, (reading).

(LETTER MARKED EXHIBIT NO. 11).

THE COMMISSIONER: That is the price they were prepared to pay for this, or to credit as against the tractor?

MR. HUNTER: No, my lord. We didn't carry out, or the Custodian didn't carry out --

MR. McMASTER: My lord, there is nothing there --

THE COMMISSIONER: Now just one at a time, if you please, Mr. McMaster. I am asking Mr. Hunter a question. You will have ample time later.

MR. HUNTER: There is nothing in our file, my lord, which indicates it. When I say "our file", I am speaking of the small file we have made up, that would indicate that anything was done pursuant to the request of the claimant.

THE COMMISSIONER: I see. Well, strictly speaking, this letter is not evidence of anything because while it is a letter on the letterhead of MacLennan & McFeely, it is not proven.

MR. HUNTER: Actually I wasn't intending to put it in at this time, as I was going to call evidence later to identify it.

THE COMMISSIONER: We will receive it at the moment, but my thought is I cannot look upon it as having evidenciary value. Now, Mr. McMaster, what have you in mind?

MR. McMASTER: What I had in mind was this, there is nothing in the document to suggest it is an appraisal, but, however, in view of what my friend has said, it is all right.

MR. HUNTER: I can't give evidence, my lord. I can only state that we shall produce that later to show that these specific items mentioned in that letter were sold.

THE COMMISSIONER: Well the letter is received on the understanding that I cannot take it as having any evidenciary value. The facts set out there will have to be substantiated before I can receive it as of any value.

MR. HUNTER: Yes. They were actually sold to another purchaser, my lord. They were not sold to Mac & Mac.

THE COMMISSIONER: Oh, I see.

MR. HUNTER: That is all, my lord.

THE COMMISSIONER: Any re-examination, Mr. McMaster?

MR. McMASTER: Just one thing, my lord; I wonder whether my learned friend would admit that this Hal Menzies, who has been mentioned, is the Hal Menzies who was on the advisory board to the Custodian.

MR. HUNTER: As far as I know, my lord, there is only one Hal Menzies.

THE COMMISSIONER: That is the chap that accompanied us on our view.

MR. HUNTER: Yes, my lord.

MR. McMASTER: That is all, my lord.

THE COMMISSIONER: Thank you, Mr. Ujimoto.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

T.P. Horrobin

"T.P. Horrobin"

Official Reporter.

Case 21. Kamloops #6 NOV 24 1947 12th Dec 19x7

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.

File 11404

rck

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

(1) NAME Mr. UJIMOTO ISAMU (RCMP) Reg. No. 13750
(Print) Surname Given Name File No. 11404.

(2) Pre-Evacuation Address 8th Ave Haney. B.C.

(3) Present Address Magna-Bay. B.C.

(4) REAL ESTATE

(a) Street Address (if any) 8th Ave and Dewdney Trunk Road. Haney. B.C.
City or Municipality Province

(b) Legal description (lot number, block number, section number, etc.)
Lot 2 Subdivision "C" Lot 398
Group 1. Map 4076 Newwestminster B.C.

(c) Type of Real Property (cross out words which do not apply):
(i) ~~Farm~~
(ii) ~~Residence~~
(iii) Business
(iv) ~~Any other type of property (describe)~~
Type of business Haney General Store.

(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.) Isamu UJIMOTO and Son (Koji. Ujimoto 13 years old now)

(e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - $ Account receivable 1055.93 +
(ii) Buildings - - - - - - - - - - - - - - - - - $ 3000.00 Chattle and goods 1059.30 +
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - - - $ ~~income 1942 2000.00~~ ~~on business 1943 2000.00~~ ~~1944 1000.00~~ struck out.
7115.23 +
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 10115.23
(v) Amount at which Custodian sold property and credited your account - $ 2257.78 (amount received direct and indirect)
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - - $ 7957.45

(5) PERSONAL PROPERTY

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

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

(c) How stored or packed at time of evacuation All light things kept in upstairs except frigilaire and store nailed up door.

(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") Mr. Hal. Mengies (Nanoy) and custodian care

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

1. _____ Estimated Value $_____
2. _____ Estimated Value $_____
3. _____ Estimated Value $_____
4. _____ Estimated Value $_____
5. _____ Estimated Value $_____
6. _____ Estimated Value $_____
7. _____ Estimated Value $_____
8. _____ Estimated Value $_____
9. _____ Estimated Value $_____
10. _____ Estimated Value $_____

TOTAL CLAIM FOR PROPERTY LOSS $_____

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) - $_____

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

(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)
Province of B.C.)
TO WIT:)

I, Isamu Ujimoto of the
of Magna Bay in the Province of British Columbia

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 Salmon Arm)
in the Province of BC)
this 22 day of November)
A.D. 1947.)

I. Ujimoto

A Commissioner &c. H. W. Scales

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF BRITISH COLUMBIA

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.

chatle and goods estimation,

1	gal gas bucket. (measuring)	50
1	electric fan	2500
2	gal white paint.	500
5	rolls wall paper.	475
2	cans turpentine (1 gal)	190
1	can pure linsed putty	50
1.	Box Jerachine.	100.
3	rolls wraping paper - (18")	370
1	Box wax paper	95
2	Battles fly tox	65
1.	Ice cream cabinet.	35000
1.	heater stove	500
1.	National cash register	18000
2.	counter	400
2	cooky stand	225
1	closet	1200
2	table	800.
3	of .7 up Battles	360
7	7 up " large.	150.
40	pieces brick.	80
4	blind	100
1	Table small	—
1	case salt	120
½	cord wood.	250
1.	shovel	50

Chattles and goods estimation.

2	cans. sylup.	1480
1.	G M. C pop. cooler	18000
1	carton straw hat	100
4	gal Lubrication oil.	350
9	glass bowls	90
1	tea pot	50
1	wine bottle	=
6	fruit bowls.	25
9	small dish	45
1	sugar bowl.	25
1	flour shifter	25
1.	electric plate.	310
21	glass ware set	1995
4	Bx wax paper.	100
8	glass Jar	200.
4	lamps shining	100
5	lantern. 4	75
2	case fruit bowls	250.
1.	case babilant soup.	360
1	set Jap rice set.	60
1	case pilchard	480
27.	Pk chop stick	540.
2	doz extract	600
3	Bottle french mustard.	50
1	custom. Jap tray	150
9	Bx fly catcher.	98

Chattles and goods estimation.

5	Box X decoration	300
23	Bottles ink. @15	345
1	drying machine	500
1	Box X card.	100
17	light bulbs @20	340
1	can varnish.	250.
1.	Doble bed complete.	3 700
1	Screen door.	100
1.	Sugar Box	200
25	empty cans (50#)	1 250
3	galvanized Box.	100
1	milk shaking machine.	3000
2	scales.	6000
2	Box china ware	100
1.	spring cusion for auto use	—
1.	empty egg case	50
1	pk wraping paper.	95
120	feet flooring	500
1	case tablet (made in Japan)	600
1.	set sukiyaki equipment.	150
3	doz tea cup.	360
1.	roll extension wire.	100
1	ironing board.	50
1.	coal bucket	25
1.	Box picture	—

Total. 1059.30

Burr Office Supplies & Blue Printing Co., Ltd., New Westminster, B. C. Deed of Land, L. D. Act, 1921.

This Indenture

EXHIBIT No. Case 21-1
DATE 12 Dec 1947
FILED BY R. J. McMaster

Made the Fourteenth day of August in the 1

year of our Lord one thousand nine hundred and Forty-one

In Pursuance of the "Short Form of Deeds Act"

Between

WAINO KALLIO
-and-
SELMA KALLIO
"Joint Tenants"

of the town of Haney, in the province of British Columbia. Logger and wife.

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

(hereinafter called the "Grantor")

AND

KOJI UJIMOTO
-and-
ISAMI UJIMOTO
"Joint Tenants"

of the town of Haney, in the province of British Columbia. Merchant and wife,

(hereinafter called the "Grantee")

WITNESSETH, that, in consideration of Two Thousand Dollars ($2000.00)---

Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor DOTH 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 Maple Ridge, Province of British Columbia, and more particularly known and described as Lot Two (2) of a subdivision of Parcel "E", of District Lot Three Hundred Ninety-Eight (398), Group One (1), Map 4076, New Westminster District.

The purchaser herein covenants and agrees that the premises herein conveyed shall not be used as a repair garage or Service Station for at least ten years from the date hereof.

TOGETHER with all buildings, fixtures, commons, ways, profit, 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, rights, 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.

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

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

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AND the said G
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Wherever the singu
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successors and ass
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IN WITNESS
seals on the date

SIGNED,

Signature
of Witness .....

Street Address .....

City or Town .....

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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 in this Indenture, the same shall be deemed to include the plural or feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them, (where the context or the parties 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 Halbert Menzies

Street Address

City or Town Hanna BC

Occupation of Witness Notary Public

Waino Kallio

Selma Kallio

FOR ATTORNEY

I HEREBY CERTIFY that, on the day of 19 , at in the Province of British Columbia (whose identity has been proved by the evidence on oath of , who is) personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of to the annexed instrument as the maker thereof, that the said is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said knows the contents of said instrument, and subscribed the name of the said thereto voluntarily as the free act and deed of the said under authority of a power of attorney which has not been revoked.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at in the Province of 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.

Dated August 14th 1941

WAINO KALLIO
and
SELMA KALLIO
"Joint Tenants"

TO

KOJI UJIMOTO
and
ISAMI UJIMOTO
"Joint tenants"

Deed of Land

Registered
No 145453

12.25

Copy

Dec 10.82

FOR MAKER (Including Married Woman)

I HEREBY CERTIFY that, on the Eighteenth day of August 19 41, at , in the Province of British Columbia, Waino Kallio and Selma Kallio (whose identity has been proved by the evidence on oath of , who is) personally known to me, appeared before me and acknowledged to me that they are the person s mentioned in the annexed instrument as the maker sthereof, and whose name s are subscribed thereto as part ies , that they know the contents thereof, and that they executed the same voluntarily, and they are of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Honey in the Province of British Columbia, this 18th day of August in the year of our Lord one thousand nine hundred and Forty-one

H. Menzo

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.

AFFIDAVIT OF WITNESS

Province of British Columbia
To Wit:

I, of the
of , in the Province of British Columbia,
make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said instrument was executed at
3. I know the said part , 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 19 .

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

Case 21. Uyemoto, Isamu

76 accounts paid by claimant

EXHIBIT No. Case 21-2

DATE 12 Dec 1947

FILED BY R. J. McMaster.

W.

PHONE 8 .

HANEY BUILDERS SUPPLIES

Lumber, Shingles, Moulding, Sash and Door
Veneer and Wallboards

HANEY, B.C., Sept. 20 19 41

Sold To Mr Yamanaka

2 pcs 1½x10-20 Clear DD.		3 00
1 " 2x10-6 Joists		25
100 lin 1x2		50
1 pcs 1x8-8 Clear DD.		31
		406
Tax		32
		438

Paid

MAPLE RIDGE LUMBER CO., LTD.

PHONE HANEY 16 — Haney, B. C., Sept 1 201

Sold to Coal Lake — Address

Pieces	Size	Length		Feet	Feet	Price	Amount	
	1X4		12 Rustic 7 G Fly	200		45.00	9	10
2	4X4	10'	1 Com Fir S4S	27		25.00	½	68
							9	68
					4			
				1 47	8/6			76
								10.44
			Paid Haney Co					

Your No. _____ TAKEN BY _____

REDIFORM - PATENTED 1925 - WESTERN SALES BOOK COMPANY LIMITED 1698

PHONE 8

HANEY BUILDERS SUPPLIES

Lumber, Shingles, Moulding, Sash and Door
Veneer and Wallboards

HANEY, B.C. Sept. 16 19 41

Sold To Mr. Wm. Kirby Esq

2000 ft. 1x10 S/S Shiplap	M	48	00
Tax		3	84
Cartage		1	00
		$52	84

Paid
F. W. Norfolk

MAPLE RIDGE LUMBER CO., LTD.

2639

PHONE HANEY 16 — Haney, B. C., Sept 8 19 41

Sold to H Iimoto — Address

Pieces	Size	Length		Feet	Feet	Price	Amount	
18	2x4	18'	#1 Com Fir S4S	216'		27.50	5	38
			Sales Tax 3%					42
							5	80

Your No. _____ TAKEN BY _____

REDIFORM - PATENTED 1925 - WESTERN SALES BOOK COMPANY LIMITED 1698

Please Keep This Bill for Reference

BOUGHT OF

Date, Sept 29 - 1931

M Uyemoto

Address

	Account Forwarded		
1 Parts 12 x 20 Shs			
1 " 12 x 20 - 3 hs			
1 " 22 x 23 Dom			
1 Frame Open at			
2 Parts 10 x 12 - 4 hs			
1 Frame - for same		11	80.
24 x 24 x		14	60
1 Hair Cr		1	50

Paid 29

31

WESTERN SALES BOOK CO. LTD. FACTORIES WINNIPEG AND VANCOUVER.

PHONE 8

HANEY BUILDERS SUPPLIES

Lumber, Shingles, Moulding, Sash and Door
Veneer and Wallboards

HANEY, B.C., Oct. 1 19 41

Sold To Cash Sale

1	Door 2-5x6-8 1 3/8 9 1/2		3 75
19	Lin 1 1/2x6 - Dr Jamb		78
			4 53
	Tax		36
			4 89

Paid

STATEMENT

H. E. MacKENZIE

GENERAL HARDWARE, PAINTS, OILS, GLASS

TINSMITHING AND PLUMBING

PHONE 89

ESTIMATES FURNISHED

Haney, B.C.

Date, _____ 194___

M Japanese Store

DATE		CHARGE		CREDIT		BALANCE	
	To Balance Account Rendered						
	Forward	27	65			27	65
Sept 26	1 - 2" cleanout.		65			28	30
	2 2" lead flashs.	2	50			30	80
	8# lead		85			31	65
	1# Okum		25			31	90
	3 hours time	3	00			34	90
		34	90				

Paid Oct 1X
Mrs Mackenzie

STATEMENT

H. E. MacKENZIE

GENERAL HARDWARE, PAINTS, OILS, GLASS

TINSMITHING AND PLUMBING

PHONE 89

ESTIMATES FURNISHED

Haney, B.C.

Date, _____ 194___

M Japanese Store

DATE	To Balance Account Rendered	CHARGE	CREDIT	BALANCE
Sept 20	10' pipe 1/2"	1 15		
	1 nipple 2 1/2"	10		1 25
	2 couplings	30		1 55
	4 ells	50		2 05
	time 1 1/2 hours	1 50		3 55
	gal iron	1 55		5 10
	601 loom	25		5 35
	3 # Boy nails	27		5 62
Sept 16	2 1/2 hours time	2 50		8 12
	10 # lead	1 10		9 22
	1 # Okum	25		9 47
Sept 22	20 # gal nails 1 1/8	2 50		11 97
Sept 23	1 sheet gal iron	2 00		13 97
Sept 24	gal iron	4 00		17 97
Sept 26	10 # nails 1 1/2 gal	13		18 10
Sept 26	25' 2" soil pipe	6 75		24 85
	2 - 2x1/2 Bends	70		25 55
	2 - 2x1 1/4 Bends	70		26 25
	1 - 2x2 Y	50		26 75
	1 - 2x1 1/2 T Tee	90		27 65
		27 65		

MAPLE RIDGE LUMBER CO., LTD.

2700

PHONE HANEY 16 — Haney, B. C., Oct 2 / 19 41

Sold to Coal Lake — Address

Pieces	Size	Length		Feet	Feet	Price	Amount	
	1X4		#2 & Better E C Flg-	450'		60 M	27	00
							2	16
							29	16

Paid Cr

Your No. _____

TAKEN BY _____

REDIFORM - PATENTED 1925 - WESTERN SALES BOOK COMPANY LIMITED 1698

MAPLE RIDGE LUMBER CO., LTD.

No. 2701

PHONE HANEY 16 — Haney, B. C., Oct 2 / 1941

Sold to Cardale — Address

Pieces	Size	Length		Feet	Feet	Price	Amount	
	1X5		Clear H.D. siding	550		38 M	20	90
			Sales Tax 8%				1	67
							22	57

Paid Cash

Your No. _____ TAKEN BY _____

REDIFORM - PATENTED 1925 - WESTERN SALES BOOK COMPANY LIMITED 1698

PHONE 8

HANEY BUILDERS SUPPLIES

Lumber, Shingles, Moulding, Sash and Door
Veneer and Wallboards

HANEY, B.C. Oct 18 19 41

Sold To Cash Sale

1 Door 2-6x6-6 1⅜ Panel			2 60
1 " 2-8x6-8 "			3 95
33 lin 1⅞x6 Dr Jamb.			1 50
			7 85
Tax			63
			8 48

Paid

THE PORT HANEY BRICK COMPANY, LTD. A 1486

REGISTERED OFFICE:
HOTEL GROSVENOR BUILDING
846 HOWE STREET
VANCOUVER, B.C.
PHONE: SEY. 1389

PHONE HANEY 4

HANEY, B.C., Aug. 25th 19 41

SOLD TO Cash

ADDRESS

600	Common Brick A	21.00	12 60		
	8% Tax		1 01		13 61
			2 43		3 14
			5 56		1 25
					18 00

HOLLOW BUILDING TILE
DRAIN TILE
HAN-TEX FACE BRICK
COMMON BRICK
FLUE LINING
ROOF TILE
QUARRY TILE

LET BRITISH COLUMBIA FLOURISH MADE IN B.C. BY HER INDUSTRIES

REQ. NO. _____ VAN. NO. _____ TAKEN BY _____

REDIFORM - PATENTED - WESTERN SALES BOOK COMPANY LIMITED 1786

CUSTOMER'S COPY

Phone Doug. 237 — 368 Powell St.

Bought of

T. AKIYAMA

HARDWARE AND METAL WORK

GLASS, PAINTS, OILS

Vancouver, B.C., Sept 8 193

Mr. Ujimoto.

2 - 1/2 x T		30
4 - x elbow		40
1 - union		35
2 - coupling		20
3 - cap		30
1 - 1 drain cock		70
3 - 3/4" [illegible]		
1 - [illegible] 44 ft.		
1 - [illegible]	4	84
1 - [illegible]		
1 - 9		
16 12 threads		80
		7 89

TAIRIKU NIPPO SHA LTD., 213 CORDOVA ST. VANCOUVER, B.C.

HAMMOND CEDAR COMPANY LIMITED

CEDAR, FIR AND HEMLOCK LUMBER AND SHINGLES
SASH AND DOORS

PHONES: 2491
2501
2511

Hammond, B. C., Sept 30/41 193

Ajimoto

No 9547

RECEIVED THE FOLLOWING IN GOOD CONDITION:

	FEET	PRICE	AMOUNT	
1X8 #2 Com bed Shiplap	10M	21	210	
		Tax	168	
			$2268	
			-	

Signed

TELEPHONES: YARD, HANEY 79
RES. HANEY 68

Y. TAK

HANEY, B.C., November 8 1941

M. N. L. Reynolds

IN ACCOUNT WITH

FERNRIDGE LUMBER CO.

MANUFACTURERS OF

LUMBER, SHINGLES, RAILWAY TIES AND
ALL KINDS OF BUILDING SUPPLIES

July	21	Inv. # 41-23	2.20	
Sept.	11	" # 44-9	1.80	
	29	" # 45-10	2.22	
	30	" # 45-8	1.54	
Oct.	8	" # 45-35	6.26	
	8	" # 4128a	128.80	
	11	" # 46-16	1.06	
	18	" # 46-12	5.58	
	22	" # 46-20	.98	
	22	By cash		2.01
	22	To disc.		.04
	31	credit for home goods received to date		106.45
	31	credit for camp goods received to Sept. 30		44.22
			150.44	152.72
				150.44
				2.28
		Mr. K. Furuse's board		8.86
Nov.	8	To cash	11.14	

MAPLE RIDGE LUMBER CO., LTD.

3042

PHONE HANEY 16 — Haney, B. C., Jan 5, 1942

Sold to Cash Sale — Address

Pieces	Size	Length		Feet	Feet	Price	Amount
	1x5		#3 Clear A.D. Siding	150		38 M	5 70
			Sales Tax			7 1/2 %	45
							6 15

Paid
Ack

Your No. _____ TAKEN BY _____

REDIFORM - PATENTED 1925 - WESTERN SALES BOOK COMPANY LIMITED 1698

PHONES:
YARD 79
RES. 68

FERNRIDGE LUMBER CO.

COR. TRUNK & TOWN LINE ROADS

PORT HANEY, B.C., December 8 1941

22

M Yamato

PCS.	DESCRIPTION	FEET	PRICE	AMOUNT
	3/2" cord nail			40

TOTAL Paid S.J.

CONTINENTAL DAILY NEWS, 215 E. CORDOVA ST, VANCOUVER, B.C.

PAT. S.C-A. 1926 & 1931

PHONES:
YARD 79
RES. 68

FERNRIDGE LUMBER CO.

COR. TRUNK & TOWN LINE ROADS

44

PORT HANEY, B.C., October 30 1941

M Cash

PCS.	DESCRIPTION	FEET	PRICE	AMOUNT
2	1X3X8' #1 Com Cid S4S			9
3	1X2X10 #1 Com Cid. S4S.			13
25 Lin'	1X10 Cls Fir D. D			84
				106
	8% Tax			9
				115

TOTAL Paid A. J.

CONTINENTAL DAILY NEWS, 215 E. CORDOVA ST, VANCOUVER, B.C.

PAT. S.C.A. 1926 & 1931

"Eternit Products"
Everlasting-Decorative
1910 Main St. at 3rd. FAir. 3861

Nov. 24/41

Rcvd from
J. Ujimoto ($14.90)
The sum of
Fourteen dols ninety.
Being bal. of Inv. #1691
in full

"Eternit Products"
Everlasting-Decorative
1910 Main St. at 3rd. FAir. 3861

PHONE 8

HANEY BUILDERS SUPPLIES

Lumber, Shingles, Moulding, Sash and Door
Veneer and Wallboards

HANEY, B.C., Nov 19 1941

Sold To [illegible]

98 lin 1x2 clear D.D.		M	147
1 - Jes 1x8-12 [illegible]			20
1 - 1x10-8			17
			184
Tax			14
			198

PHONE 8

HANEY BUILDERS SUPPLIES

Lumber, Shingles, Moulding, Sash and Door
Veneer and Wallboards

HANEY, B.C., Nov 10 19 41

Sold To Mrs Yuzonnota

13 panels 4x8 - Arbutus		20 52
86 lin 1x8 Bn Rgsd		3 63
89 lin 1x8 B Clear Rgsd		1 70
86 - 1/2x4 Shiplap		2 78
		28 33

Paid

7 ALEXANDER STREET

CASH SALE

ALEXANDER MURRAY & COMPANY, LIMITED

ROOFING, PAVING AND BUILDING MATERIALS
LINOLEUMS AND CARPETS

Vancouver, B.C., Nov 3rd 194 1

To

Address

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	pt. Dominion Waterproof		
	Lino Cement		40

C 4391

—PAID—
ALEXANDER MURRAY & COMPANY, LTD.

Per

BUSINESS SYSTEMS LTD., TORONTO

60人

~~タヲ 5=00~~

エビ 150

~~300 ホタテ~~

100g イカ

1500g カップ一

~~100. ブ↑一~~

200 ブタニク

100 モヤシ

~~3 メン~~

3寸 ~~巻~~ 5

5寸トフ

~~3ヒキ ソーダ氷~~

~~2ケ 柿~~

~~2ケ 栗カナ~~

~~200 ホッキガイ~~

75gアイスクル

パセリー

~~ラデッキレ~~

~~6コ~~

~~4ヒキ~~

180

MAPLE RIDGE LUMBER CO., LTD.

3043

PHONE HANEY 16 — Haney, B. C., Jan. 5. 19 72

Sold to Cash

Address

Pieces	Size	Length		Feet	Feet	Price	Amount
60	1x4	8	#1/2 Clear K.D. Fg.	160		60.-	9 60
			Tax 8%				-.76
							10.36
			Paid				

Your No. _____ TAKEN BY _____

REDIFORM - PATENTED 1925 - WESTERN SALES BOOK COMPANY LIMITED

PHONE 8

HANEY BUILDERS SUPPLIES

Lumber, Shingles, Moulding, Sash and Door
Veneer and Wallboards

HANEY, B.C., Jan 7 19 42

Sold To Cash Sale

20 lin 1¼ Cap Dry Stop		75
6s - 1x8 Clear D&M		139 50
20 - 1x6		
		214
Chg		17
		231

Paid

PHONES:
YARD 79
RES. 68

FERNRIDGE LUMBER CO.

COR. TRUNK & TOWN LINE ROADS

PORT HANEY, B.C., Nov. 20 1941

396

M Leach

PCS.	DESCRIPTION	FEET	PRICE	AMOUNT
1	1X6x12' #3 Ced Btr. D.D.			24
	8% tax			2
				26

TOTAL Paid L.T.

CONTINENTAL DAILY NEWS, 215 E. GORDOVA ST, VANCOUVER, B.C.

PAT. S.C.A. 1926 & 1931

TELEPHONE HIGH. 0298 - 0299

ESMOND LUMBER COMPANY

3600 HASTINGS ST. EAST

VANCOUVER, B.C. May 1 19 41

NAME C.K.

ADDRESS

No. 275

QUANTITY	DESCRIPTION	FEET	PRICE	AMOUNT
28	1" x 8"	28.	60	16 8
2 pr.	Crome Adings		45	90
				2.58
	Wire and part cement 20 pa			18 95
				40

EXHIBIT No Case 21-3.
DATE 17-Dec 1947
FILED BY
R.J. McMaster

Magna Bay B.C. August 28th 1942

R.D. Richardson Esq
Office of the Custodian.
Vancouver, B.C.

Dear sir

Reply to your letters date july 17th and file No 11404 that of the Lot 2 of subdivision C of Lot 398 Group 1 map 4076 on the corner of 8th avenue and Dewdney Trunk-Road at Haney B.C. it was already place to Mr H Mezie at Haney B.C. on last march looking after our business and Property so I wish you will kindly see abouve person and oblige

Yours Truly

FORM "JP" FILE No. 11404

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

Case 21-4
EXHIBIT No. 12 Dec 1947
DATE
FILED BY R. J. McMaster.

PERSONAL INFORMATION

NAME: Isamu Ujimoto.

HOME ADDRESS: 8th Ave Haney B.C.

REGISTRATION NUMBER L3750 SEX: Male AGE: 36

OCCUPATION: Store Keeper

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Takeko

ADDRESS OF WIFE OR HUSBAND: 8th Ave Haney B, C.

NAMES OF ANY LIVING CHILDREN: Koji 7 Kyo 5 Mutsuko 4 Hitoshi I

ADDRESS OF CHILDREN: 8th Ave Haney B, C.

AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION:

Lot "22 Parcel "E" Distric Lot 398 Group "I" Map 4076
New Westminister Dist

2. BUILDINGS AND OTHER IMPROVEMENTS:

One story frame building with shingle roof
Grocery store, Dwelling and Auto Shed

3. INSURANCE (Give particulars; state where policies are) Premium $ 10.00
Globe& Republic Insurance Company $500,00 for Building
Policy No 5937

4. TAXES (Amount and where payable) $ 28.72 Corporation of The District of Maple Ridge

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

None

6. OCCUPANCY AND LEASES (If vacant so state) Vacant

FORM "JP"

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: With me

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: No.

9. IF FARM LAND STATE CROPS SOWN

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

2. LANDLORD'S NAME AND ADDRESS:

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

4. STATE WHEREABOUTS OF LEASE:

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

See attached coppy

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

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY

4. INSURANCE CAR

The Nort

5. MORTGAGES, LI

OTHERS:

6. MONEYS OWING

See att

7. BONDS, DEBENTU

Victo

8. BANK ACCOUNTS

9. LIFE INSURANCE

$2,000

10. INTEREST IN ANY

11. SAFETY DEPOSIT

LIABILITIES:

1. PERSONAL DEBTS

$500. f

$236.59 f

2. TRADE DEBTS:

$I8I67 F

I, the undersigned, h area as set out above, ex or other securities, if any

I certify that the abo every description in any and indirect.

Dated this 9th

Witn

FOR DEPARTMENTAL

FORM "JP" FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: Policy No 205342 Premium $45.00
The North West Fire Insurance Company. Amt $2,000.00

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS:

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
Victory Loan Amount $150.00

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: The Manufacturers Life Insurance Company
$2,000 Premium $79.80 Policy No 731638

10. INTEREST IN ANY ESTATES OR TRUSTS.

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS:
$500. from E, Arida, Whonnock B,B C. Re apparent "Lo" not from
$236.59 from R, Taniguchi Haney B,C. / Re " " "

2. TRADE DEBTS:
$1817 From R Tagashira. / " " "

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 9th day of April 1942.

(Signature) D Uyeda

Witness

FOR DEPARTMENTAL USE

Statement of Personal Property Owned.

File No 11404

"A"

	1	Electric Fan
	2	Can Paint
	5	Rolls Wall Paper
	2	Can Turpentine
	1	Can Pure Linseed Putty
	1	Box Jarachin
	3	Rolls Wrapping Paper
	1	Box Paper
	2	Bottles Fly Tox
1 Sold	2	Ice Cream Cabinet
	1	Warming Stove
	1	Kitchen Stove
1 Sold	1	Cash Register
	2	Counter
	2	Cookie Stand
	1	Closet
	1	Beaureau
	2	Table
	5	Chairs
	3	Cases 7up Soft Drink Bottles
	7	Bottles of Soft Drink
	40	Bricks
	4	Blind
	1	Table Small
	1	Case of Salt
	1	Rubber Hose
	½	Cord Wood
	1	Shovel
	2	Cases Surup
	15	Stove Pipes Used
	1	G.M.C. Pop Cooler
	1	Box Straw Hat
	4	Gallons Lubrication Oil
	9	Glass Bowls
	1	Teapot
	1	Wine Bottle
	5	Fruit Bowl
	9	Small Dishes
	1	Sugar Bowl
	1	Flour Shifter
	1	Electric Plate
	21	Glassware Set
	4	Box Wax Paper
	8	Glass Jar
	3	Box Paper Bag
	4	Chimney Lamps
	5	Lantern Chimneys
	2	Case Fruit Bowls
	1	Case Havitant Soup
	1	Set Japanese Rice Bowls
	1	Case Pilchard
	27	Pkg. Japanese Chop Sticks
	10	Boxes Japanese Dolls
	2	Doz. Extracts
	3	Bottles French Mustard
	1	Box Japanese Tray
	9	Box Fly Catcher

Statement of Personal Property (continued)

Files No 11404

5	Boxes Christmas Decoration
23	Bottles Ink
1	Drying Machine
1	Box Christmas Card
17	Light Bulbs
1	Can Varnish
1	Double Bed Complete
1	Screen Door
1	Sugar Box
25	Empty Cans
3	Galvanized Boxes
1	Milk Shaking Machine
2	Scales
2	Boxes Chinaware
1	Spring Cushion for Auto Use
1	Empty Egg Box
1	Pkg. Wrapping Paper
120 Ft.	Flooring
1	Case Tablet
1	Set Sukiyaki Equipment
3	Doz. Tea Cups
1	Roll Extension Wire
1	Ironing Board
1	Coal Bucket
1	Box Picture
1	Gallon Gas. Bucket
I2	Record
6	Thermos Bottles
2 Carton	Fruit Jars
6 Bottle	Shiokara
I Carton	Books
I Case	Can Goods (Orang Box)

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE NO. 11404

506 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

4th December, 1942.

EXHIBIT NO. Case 21-5
DATE 17 Dec 1947
FILED BY R. J. McMaster

Mr. Isamu Ujimoto,
Registration No.13750,
Magna Bay, B.C.

Dear Sir:

We received with thanks your registration forms, letter, list of chattels and list of accounts owing to you.

In your letter you requested certain chattels to be shipped to you at Magna Bay, and we wish to inform you that the following articles you asked for are missing from the property:

1 case of Pilchard	2 cartons of fruit jars
1 case of Haviland soup	3 dozen tea-cups

At the time a tenant was found for your property on July 27th, your store had been broken into and these articles apparently were stolen. The house and store were in a terrible condition, with boxes and cartons opened and contents scattered about the rooms.

We are today notifying the B.C. Security Commission of your request to have the other items shipped to you, and their attention to it will be given in due course.

We are enclosing herewith a list of chattels found on your property, for your perusal and also noting chattels as listed by yourself but now missing. It is unfortunate that such a thing as this occurred, but as you know this office has been pressing you for some time to register with the Custodian so that we could take some action on this but you apparently did not deem it necessary. In the future, however, the Custodian will do everything in his power to administer your property on your behalf.

Enclosed also find list of accounts of Japanese owing you money. We would appreciate your supplying us with initials and full names, if possible, of these Japanese, and

would also appreciate your informing us if any of these accounts have been paid off since April 9th, at which time this list was made up.

Upon receipt of this information these claims will be placed against each listed Japanese, and upon acknowledgment of same from these people and if and when funds are available, these will be taken care of.

Yours truly,

R. D. Richardson

R. D. Richardson,
Farm Department.

WEA:EM

INVENTORY OF CHATTELS BELONGING

TO

UJIMOTO , Isami # 13750

Case 71-5
EXHIBIT NO. 17 Dec 1947
DATE
FILED BY R. J. McMaster
W

IN STORE

1 "UNIVERSAL"Cooler ice cream cabinet 350.00
1 "FRIDGIDAIRE" GM.Pop cooler 180.—
1 Milk shake machine "CECIL" Manufacturing Co. & Container 35.00
12 Glass ½ gal. Candy jars 3.00
1 "NATIONAL" Cash register 180.00
2 Home made counters
20 1 lb. pkgs. "IODIZED" salt
18 Bags of SALT (damaged & hard. (2 lbs.)
11 Bottles of Ink
14 " " LEMON EXTRACT 2 oz.
11 " " VANILLA " " "
Quan. of stands & trays
4 Light bulbs
8 Lamp chimneys
5 Lantern "
4 Light fixtures
1 Book rack

IN HOUSE MAIN FLOOR

1 Dresser
1 Old ice c ream cooler
2 Galv. Tanks
1 Wardrobb
1 Butter cooler (old)
App. 25' ¾" Hose
~~1 Range with sawdust burner~~
Large quan. of boxes & cases empty
~~5 Kitchen chairs~~
1 " Table
5 Old 2 gal. ice cream pails
1 Spade head
1 Heater
1 Coal pail
1 Copper wash boiler
2 Aluminum pots
1 Bed complete
1 Box cont. stove grates
2 Cases pop bottles
1 Large Hanging scale with tray
2 Bed warmers
1 Bizcuit display stand (2 glass covers missing)
1 Home made table
1 Case nailed up marked ORANGE.
1 Clothes dryer
1 Linoleum square & 1 Sml. piece
2 Window blinds
1 Enamel sink

UPSTAIRS

1 Car seat
1 Cupboard
1 Jap Steamer device
6 # Crtns. of fly catcher
1 Crtn. cont. 16 Records & few Jap ornements etc.
3 Jap dolls
1 Crtn. of chop sticks
1 Crtn. cont. X mas. decorations
1 " " of pers. papers

Signed H. Parker
R. M. Anderson

CONTINUED INVENTORY OF CHATTELS

RE: UJIMOTO, Isami # 13750

UPSTAIRS

1 Crtn. of new scribblers
1 " cont. 21 sake cups, 6 c offee cups, 1 Tea pot & Sugar bowl
1 Crtn. of books
1 Case cont. 8 bottles of "ORANGE" Flavoring
1 Crtn. cont. 3 Files of pers. papers & several pictures
1 Blind
1 Large counter scale "THE COMPUTING SCALE Co"
2 Aluminum coffee pots
1 " Kettle (Sml.)
1 Pr. Curtains

OUTSIDE

1 Window Awning
1 Brass bed stead

CHATTELS MISSING

1 Electic fan
2 Cans paint
5 Rolls wax paper
2 Cans Terpintine
1 Can pure putty
1 Box of "JA RACHIN"
3 Rolls wrapping paper
1 Box paper
2 Bottles fly tox
1 Cookie stand
1 Case 7 UP Bottles
7 Bottles soft drinks
40 Bricks
1 Small table
1 Cord of wood
2 Cases of surup
15 Lengths stove pipe used
1 Box straw hat
4 Gals. Oil
9 Glass bowls
1 Wine bottle
5 Fruit bowls
9 Small dishes
1 Electric plate
8 Glass jars
3 Boxes of paper bags
2 Cases fruit bowls
1 Case HABITANT soup
1 Set Jap rice bowls
7 Boxes of Jap dolls
3 Bottles "FRENCH" mustard
3 Boxes fly catchers
4 Boxes X mas. decorations
1 Drying machine
1 Box of X mas. cards
13 Light bulbs
1 Can varnish
1 Sugar box
20 Empty cans
1 Galv. box
1 Box china ware
1 Box of wrapping paper
1 Emty egg box
1 Case tablet
3 Doz. tea cups
1 Ironing board
1 Gal. gas pail
6 Thermos bottles
2 Crtns. of fruit jars
6 Bottles of "SHIOKARA"

SALT DECLARED WAS DAMAGED BEYOND HOUSEHOLD USE .

PAPER BAGS HAVE BEEN DECLARED AS USELESS, BUT QUANTITY HAS BEEN SALVAGED.

SIGNED H. Carlson

R. M. Anderson.

Office Phone 105

The Oldest Established Agency in the District

Residence Phone 63M

HAL MENZIES

Real Estate and Insurance

◆

Notary Public - Conveyances
Loans and Appraisals

HANEY, B. C.

EXHIBIT No. Case 71-6
DATE 17 Dec 1947
FILED BY R. J. Menadier

Fire, Theft, Automobile
Sickness and Accident
Plate Glass and Burglary
Insurance

Sun Life Insurance
Company's Agencies

10th. Novr.,1942.

Mr. I. Ujimoto,
Magna Bay, B.C.,

Dear Sir,

I have received your letter of October 29th., but am sorry to say that I cannot do anything for you. The Custodian has taken the control of all Japanese properties completely out of our hands. Your place is rented, but the Custodian's Office collect the rent. I would advise you to write to him for anything you wish to know about your place here. U have sent on to him a copy of your letter to me.

I hope you will be able to obtain your stove, and that you will not suffer for the want of one in the meantime. Sales are keeping up very well here. If you know of any of the Japanese that want to sell their properties now, I wish you would ask them to communicate with me.

Yours truly,

H. Menzies

EXHIBIT No. Case VI –
DATE
FILED BY

1. Double bed (Complete)
1. Screen door.
1. Sugar box.
25. Empty can.
3. Galavanize tin box. Large.
1. Milk- Shake, machine.
2. Scale.
2. Box of China ware.
1. Spring cushion. for Auto use.
1. Egg box. empty.
$ 200 Worth of wraping paper.
120 B.M. of Flooring.
1. Case of. Tablet.
1. Set of Sukiyaki equipment.
3 dozen of Tea cups.
1. Electic extention wire. 15 ft.
1 iron board.
~~1 Scale~~
1 Coal bucket.
1 box of picture
1 gallon gas bucket.
1 ~~Kama~~ Japanese Kama.

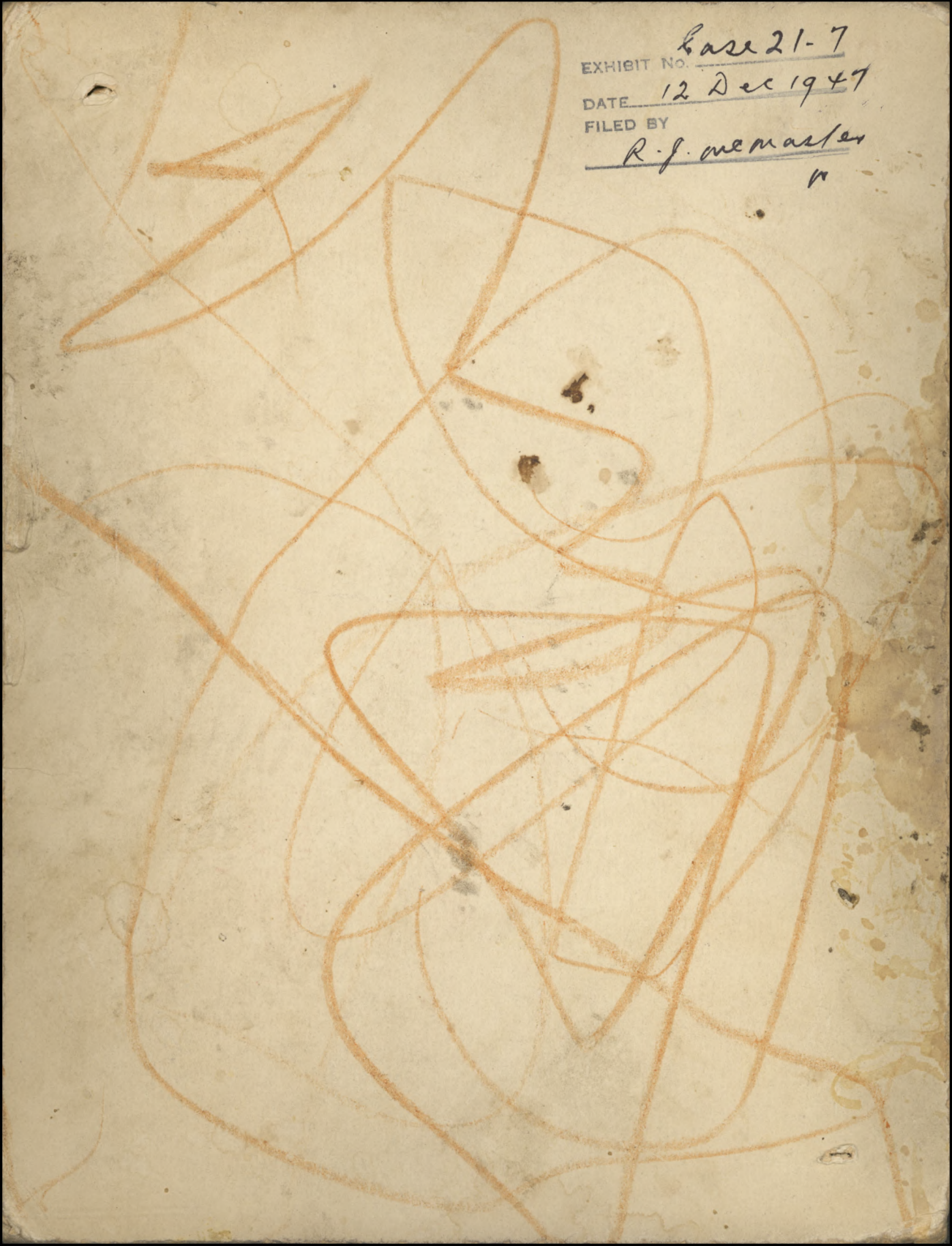
1. Electric fan.
2 can of paint
5 Roll of wall paper.
2 Can of turpentine
1 Can of pure Linseed putty.
1 box of Jarachin.
3 Roll of wrapping paper.
1 box of paper.
2. Bottles of fly tox
2. Ice cream cabinet.
1. Warm stove.
1. Kitchen stove.
1. Cash register.
2 Counter.
2 Cookie stand.
1. Cloak Closet.
1. Bureau.
2. Table.
X 5. Chairs.
3 Case 7up soft drink bottles.
7. Bottles of. " " " Large.
40. Bricks.
4. Blind.
1. Table small.
1. Case of salt.
1. Rubber Hose.
½ Cord of wood.
1. Shovel.
2 Case of syrups.
15. Stove pipes.
1. Pop. Cooler.
1 Straw hat.
Coal oil.

Apple box.

9 glass bowl
teapot
wine bottles
5 fruit bowl
flour shift
electric plate
sugar bowl
9 small dishes

21 glass ware set
4 box wax paper
8 glass jar
3 box paper bag.
4 Chimney Lamp
5 Lantern Chimney.
2 Case fruit bowl.
1 Case Habitant ~~Soup~~.
1 set Japanese Rice Bowl.
1 Case Pilchards
27 pk. Japanese Chop Stick
10 boxes of Japanese Dolls.
24 bottles of extract
3 bottles of French mustard.
1 box Japanese Tray.
9 box of fly catcher.
1 Kuniki. ×
5 box of X mas decoration
23 bottles of inks.
1 drying machine
1 box X mas Cards.
17 Light bulbs.
1 tray
pie plate
1 can of varnish

WITH GOOD THINGS TO EAT
DRINK
Coca-Cola
15
ASK FOR
WRIGLEY'S
SPEARMINT
FINE FOR TEETH
LUX LUX
RITZ
Chicken Biscuits
RITZ
Chicken Biscuits
FRESH CREAM FLAVOUR
ORMOND'S LTD.
ORMOND'S LTD.


Case 21-7
EXHIBIT No.
DATE 12 Dec 1947
FILED BY
R. J. McMasters

AGENCY VANCOUVER, B. C. POLICY No. 5937

AGENCY No. 3006 STOCK COMPANY LICENSED BY THE DOMINION GOVERNMENT

EXHIBIT No. case v1-8

DATE 17 Dec 1947

FILED BY R. J. McMaster

GLOBE & REPUBLIC

INSURANCE COMPANY

OF AMERICA

HEAD OFFICE FOR CANADA
MONTREAL

SUM INSURED				PREMIUM
$ 500.00				$ 10.00
PLAN REFERENCE	SHEET	BLOCK	RISK NO.	RATE 2 %

In Consideration of the Stipulations

herein named and of Koji Ujimoto and Isami Ujimoto undertaking to pay Ten and xx/100 Dollars does insure for the term of one year from the 6th day of November 1941, at noon to the 6th day of November 1942 at noon, (standard time) **against all direct loss or damage by fire, except as hereinafter provided,** to an amount not exceeding Five hundred and xx/100 Dollars, to the following described property while located and contained as described herein, and not elsewhere, to wit:

ATTACHED TO AND FORMING PART OF THIS POLICY.

BUILDING FORM

1. $ 500.00 On the building only of the one storey building built of frame roofed with shingle and its additions communicating and in contact therewith, foundations, landlord's permanent fittings and fixtures attached thereto and forming part thereof, including fences, frescoes and plate glass, only while occupied as Store and Dwelling

situate and being No. Trunk Rd. ~~Street~~ on the SE Cor. ~~side~~ of Ontario(8th Ave.) & in the of Haney Province of B.C.

Storm doors and windows, door and window screens, and shutters belonging thereto, are also covered while contained in the above described building or on the premises.

2. $ Nil On the building only of the storey building built of roofed with and its additions communicating and in contact therewith, only while occupied as and situate

3. $ Nil On

4. $ Nil On

$ 500.00 **No insurance attaches under any of the above items unless an amount is specified and inserted in the blank immediately preceding the wording of the item.**

Insurance map reference: Vol. *Sheet* 4 *Block* 42 *No.* 80

Loss, if any, on buildings only, payable to Assured

subject nevertheless to all the terms and conditions of this policy.

Total ~~Further~~ insurance, concurrent herewith, ~~as follows:—~~ permitted up to 100% of the value.

Permission granted to make ordinary alterations or repairs, but it is understood that extraordinary alterations, repairs, or additions are prohibited without notice to and the consent of this Company obtained in writing.

ORDINARY ELECTRICAL APPARATUS CLAUSE:—This policy also covers direct loss or damage by lightning to the property insured (meaning thereby the commonly accepted use of the term "lightning", and in no case to include loss or damage by cyclone, tornado or windstorm) whether fire ensues or not; but if dynamos, exciters, lamps, switches, motors or other electrical appliances or devices are insured, it is made a condition of this contract that any loss or damage to them such as may be caused by lightning or other electrical currents artificial or natural is expressly excluded, and that this Company is liable only for such loss or damage to them as may occur from resultant fire or fire originating outside of the machines themselves. It is also understood and agreed and made a condition of this contract that if there is other insurance upon the property damaged, this Company shall be liable only for such proportion of any direct loss or damage by lightning (except as above stated) as the amount hereby insured bears to the whole amount insured thereon, whether such other insurance is with a similar clause or not.

Attached to and forming part of Policy No. 5937 of the Globe & Republic Insurance Company ~~of The Home Fire, Accident General and Insurance Company of Paris, France~~

THOMPSON AGENCIES

Republic Insurance Company

AGENCY VANCOUVER, B. C. POLICY No. 5937

AGENCY No. 3006 STOCK COMPANY LICENSED BY THE DOMINION GOVERNMENT

EXHIBIT No. case V1-8

DATE 17 Dec 1947

FILED BY R.J. McMaster

GLOBE & REPUBLIC INSURANCE COMPANY OF AMERICA

HEAD OFFICE FOR CANADA
MONTREAL

SUM INSURED	PREMIUM
$ 500.00	$ 10.00

and situate

3. $ Nil On

4. $ Nil On

$ 500.00 **No insurance attaches under any of the above items unless an amount is specified and inserted in the blank immediately preceding the wording of the item.**

Insurance map reference: Vol. Sheet 4 Block 42 No. 80

This policy is made and accepted subject to the conditions printed hereon, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured unless so written or attached.

IN WITNESS WHEREOF this Company has executed and attested these presents but this policy shall not be valid until countersigned by a duly authorized Agent or Official of this Company.

E.S. Inglis
Vice President

R. Alexander
President

Countersigned at Vancouver, B.C.

this 6th day of November 1941

THOMPSON AGENCIES

Authorized Agent

General Agent.

STATUTORY CONDITIONS

1. **Misrepresentation.** If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.

2. **Form of Contract.** After application for insurance, if the same is in writing, it shall be deemed that any policy sent to the insured is intended to be in accordance with the terms of the application unless the insurer points out in writing the particulars wherein it differs from the application, in which case the insured may, within two weeks from the receipt of the notification, reject the policy.

3. **Property not insured.** Unless otherwise specifically stated in the policy, money, books of account, securities for money, evidences of debt or title, and automobiles, tractors and other motor vehicles, are not insured.

4. **Risks not covered.** Unless otherwise specifically stated in the policy, the insurer is not liable for the losses following, that is to say:

(a) for loss of or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the policy;

(b) for loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power;

(c) for loss due to the want, within the knowledge of the insured, of good and substantial chimneys; or caused by ashes or embers being deposited, with the knowledge and consent of the insured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the insured, in an unsafe condition or improperly secured; or

(d) for loss of or damage to goods while undergoing any process in or by which the application of fire heat is necessary.

5. **Risks not covered except by special permission.** Unless permission is given by the policy or endorsed thereon, the insurer shall not be liable for loss or damage occurring:

Repairs. (a) to buildings or their contents during alteration or repair of the buildings and in consequence thereof; fifteen days being allowed in each year for incidental alterations or repairs without such permission;

Inflammable substances. (b) while illuminating gas or vapour is generated by the insured, or to his knowledge, in the building insured or which contains the property insured, or while there is stored or kept therein by the insured, or to his knowledge, by any person under his control, petroleum or any liquid product thereof, coal-oil, camphene, gasoline, burning fluid, benzine, naphtha, or any of their constituent parts (refined oil for lighting, heating or cooking purposes only, not exceeding five gallons in quantity, gasoline, if contained in a tightly closed metallic can free from leaks and not exceeding one quart in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than is required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds weight of gunpowder, dynamite or similar explosives;

Change of Interest. (c) after the interest of the insured in the subject-matter of the insurance is assigned, but this condition is not to apply to an authorized assignment under The Bankruptcy Act or to change of title by succession, by operation of law, or by death;

Vacancy. (d) when the building insured or containing the property insured is to the knowledge of the insured, vacant or unoccupied for more than thirty consecutive days, or being a manufacturing establishment, ceases to be operated and continues out of operation for more than thirty consecutive days.

6. **Explosion and lightning.** The insurer will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gasworks, whether fire ensues therefrom or not; and loss or damage by fire caused by any other explosion; but, if electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents is excluded and the insurer shall be liable only for such loss or damage to them as may occur from fire originating outside the article itself.

7. **Material change.** Any change material to the risk and within the control and knowledge of the insured shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the policy, or may notify the insured in writing that, if he desires the policy to continue in force, he must within fifteen days of the receipt of the notice pay to the insurer an additional premium, and in default of such payment the policy shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

8. **Other Insurance.**

(a) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent. of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void.

(b) The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof.

(c) In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (a) of this condition.

9. **Mortgagees and other payees.** Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

10. **Termination of insurance.** (1) The insurance may be terminated:

(a) subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the pro rata premium for the expired time;

(b) If on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

(2) Repayment of the excess premium may be made by money, post office order or postal note or by cheque payable at par and certified by a chartered bank doing business in the Province. If the notice is given by registered letter, such repayment shall accompany the notice, and in such case the fifteen days mentioned in clause (a) of this condition shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.

11. **Salvage.** After any loss or damage to insured property, it shall be the duty of the insured, when and as soon as practicable, to secure the insured property from further damage, and to separate as far as reasonably may be the damaged from the undamaged property, and to notify the insurer of the separation.

12. **Insurance on goods moved.** If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; and the insurer will contribute pro rata towards any loss or expense connected with such act of salvage, according to the respective interests of the parties.

13. **Entry, control, abandonment.** After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

14. **Who to make proof of loss.** Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or in the like case or if the insured refuse to do so, by a person to whom any part of the insurance money is payable.

15. **Requirements after loss.** Any person entitled to claim under this policy shall:

(a) forthwith after loss give notice in writing to the insurer;

(b) deliver, as soon thereafter as practicable, a particular account of the loss;

(c) furnish therewith a statutory declaration declaring:
(i) that the account is just and true;
(ii) when and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarant knows or believes;
(iii) that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;
(iv) the amount of other insurances and names of other insurers;
(v) all liens and encumbrances on the property insured;
(vi) the place where the property insured, if movable, was deposited at the time of the fire;

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy. The evidence furnished under this clause shall not be considered proofs of loss within the meaning of conditions 18 and 19.

16. **Fraud.** Any fraud or wilfully false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

17. **Arbitration.** If any difference arises as to the value of the property insured, the property saved, or the amount of the loss, such value and amount and the proportion thereof, if any, to be paid by the insurer shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the insured and the other by the insurer, and a third to be appointed by the persons so chosen, or on their failing to agree, then by a Judge of the County or District Court of the county or district in which the loss has happened; and such reference shall be subject to the provisions of The Arbitration Act; and the award shall, if the insurer is in other respects liable, be conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of costs shall be in the discretion of the arbitrators.

18. **When loss payable.** The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

19. **Replacement.** The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild or replace the property within thirty days after receipt of the proofs of loss and shall thereafter proceed with all due diligence to the completion thereof.

20. **Action.** Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

21. **Agency.** Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed prima facie to be the agent of the insurer for the purpose.

22. **Waiver of condition.** No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

23. **Notice.** Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

24. **Subrogation.** The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

A.—TRANSFER

To be used only in case of actual sale or change of ownership.

For Value Received.....hereby transfer, assign or set over unto.....

of.....(the purchaser) all.....right, title and interest in this Policy of

Insurance, and all benefits and advantages to be derived therefrom

and cancel the policy, or may notify the insured in writing that, if he desires the policy to continue in force, he must within fifteen days of the receipt of the notice pay to the insurer an additional premium, and in default of such payment the policy shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

8. **Other Insurance.**

(a) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent. of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void.

(b) The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof.

(c) In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (a) of this condition.

9. **Mortgagees and other payees.** Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

10. **Termination of insurance.** (1) The insurance may be terminated:

(a) subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the pro rata premium for the expired time;

(b) If on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of costs shall be in the discretion of the arbitrators.

18. **When loss payable.** The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

19. **Replacement.** The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild or replace the property within thirty days after receipt of the proofs of loss and shall thereafter proceed with all due diligence to the completion thereof.

20. **Action.** Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

21. **Agency.** Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed prima facie to be the agent of the insurer for the purpose.

22. **Waiver of condition.** No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

23. **Notice.** Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

24. **Subrogation.** The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

A.—TRANSFER

To be used only in case of actual sale or change of ownership.

For Value Received.....hereby transfer, assign or set over unto.....

of.....(the purchaser) all.....right, title and interest in this Policy of Insurance, and all benefits and advantages to be derived therefrom

Witness.....hand at..... .....this.....day of.....19.....

Signed and Delivered in the presence of

.....

.....

Globe & Republic Insurance Company hereby consents to the above assignment dated.....

.....19....., by.....of.....

interest in this Policy, to.....present owner, subject, nevertheless, to all the terms and conditions herein contained.

.....

.....
General Agent

B.—COLLATERAL SECURITY.

Globe & Republic Insurance Company is hereby requested by the Assured to make loss, if any, under Item No.....

of this Policy payable to.....of.....Mortgagee.

.....

At the request of the Assured, loss, if any, under Item No.....of this Policy, is made payable to.....

of.....Mortgagee, subject, nevertheless, to all the terms and conditions herein contained

.....

.....
General Agent

C.—REMOVAL

The property insured under this Policy having been removed to the.....storey.....building, roofed with.....occupied as.....situate and being No.....

on the.....side of.....Street, in the.....of

.....it is hereby declared that such property shall in future be held insured in the said

.....and not elsewhere. Sheet.....Block.....No.....Ins. Plans.

Additional or Return Premium $.....

.....19

Vancouver, B.C.

6th November 41

.....
General Agent

Expires November 6th, 1942

Property Building

Amount $ 500.00 Premium $ 10.00

Koji Ujimoto and Isami Ujimoto

No. 5937

ESTABLISHED 1862

GLOBE & REPUBLIC

INSURANCE COMPANY

OF AMERICA

HEAD OFFICE FOR CANADA

465 ST. JOHN STREET - MONTREAL

THOMPSON AGENCIES

General Insurance

553 Granville Street

Vancouver, B. C.

Tel. Seymour 1411

It is important that the descriptive portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once.

CANCELLATION

$.....

IN CONSIDERATION OF.....Dollars return premium, to be refunded, this Policy, and any Interim or Renewal Certificate, issued in connection therewith, is hereby cancelled and surrendered to the GLOBE & REPUBLIC INSURANCE COMPANY

How Cancelled P.R. or S.D..... If new Policy issued, give No.....

Reason of cancellation.....

Date.....19..... .....Assured.

.....Mortgagee.

.....Authorized Agent.

MERCANTILE BUILDING AND CONTENTS

1. $ Nil. On the one story frame building with shingle roof,

and its additions communicating and in contact therewith, foundations, landlord's permanent fittings and fixtures attached thereto and forming part thereof, including frescoes and plate glass, occupied as Grocery Store, Dwelling and Auto Shed,

Situate on the South East corner of Dewdney Trunk Road and 8th Avenue (Ontario St.) in the Town of HANEY, B. C.

Storm doors and windows, door and window screens and shutters belonging thereto are also held covered while contained in the above described building or on the premises.

2. $ Nil. On rents or rental value of the building described above, subject to the conditions of the rent clause attached hereunto.

3. $ 1,000. On stock in trade, consisting principally of Groceries and other merchandise usual to a Grocery Store,

all being the property of the insured or sold but not removed; and (provided the insured shall be liable by law for loss or damage thereto or shall have specifically assumed liability therefor), this insurance shall also cover stock-in-trade held in trust, or on commission, or left for storage or repairs, but loss thereon shall be adjusted with and payable to the insured named in this policy; all only while contained in the above-described building.

4. $ 500. On trade and office furniture, fixtures (other than landlord's fixtures), fittings, utensils, and on all other trade and office contents, excluding stock-in-trade and patterns, only while contained in, or on the above-described building.

5. $ 500. On household furniture, supplies and personal effects (including paintings, sculpture, curiosities, works of art, articles of vertu, all at not exceeding cost), printed books, plate, plated ware, jewellery, scientific and musical instruments, clocks, watches, trinkets and mirrors, the property of the Insured or of any member of the Insured's family, all in private use and only while contained in the above described building.

6. $ Nil. On the story building with roof,

and its additions communicating and in contact therewith, only while occupied as

and situate

7. $ Nil. On stock-in-trade, consisting principally of

only while contained in last above-described building.

8. $ Nil. On PERMISSION is hereby granted to store one Auto Truck using gasoline for motive power, in the above described building.

$ 2,000.

Insurance map reference: Vol. Sheet 4 Block 42 No. 2-80

Loss, if any, on Buildings only, payable to –

subject nevertheless, to all the terms and conditions of this policy.

OTHER CONCURRENT INSURANCE PERMITTED.

NO INSURANCE ATTACHES under any of the above items unless an amount is specified and inserted in the blank immediately preceding the wording of the item.

THIS INSURANCE DOES NOT COVER MOTOR VEHICLES unless specifically mentioned.

PERMISSION GRANTED to make ordinary alterations or repairs not to exceed fifteen days at any one time, but it is understood and agreed that extraordinary alterations, repairs or additions are prohibited without notice to and the consent of this Company obtained in writing.

LIGHTNING AND ELECTRICAL CURRENT CLAUSE:—See Statutory Conditions.

Attached to and forming part of Policy No. 205342 of The North West Fire Ins. Co.

TANAKA INSURANCE AGENCY
田中保險代理社

Dated 24th August 1941

Per ..... Manager Agent.

BC STANDARD FORM UA

No. 2 (April, 1939)
10M-3-40

GUARANTEED BY
UNION ASSURANCE SOCIETY LTD.
OF LONDON, ENGLAND

FIRE POLICY

No. 205342

SUM INSURED

$ 2,000.00

THE NORTH WEST FIRE INSURANCE COMPANY

VANCOUVER BRANCH

Case #1-8.

EXHIBIT NO.
DATE
FILED BY

Agency VANCOUVER, B.C. Rate 2.25% Premium $ 45.00

In Consideration of the stipulations herein named

and of FORTY-FIVE ..... 00/100 Dollars Premium,

THE NORTH WEST FIRE INSURANCE COMPANY, hereinafter called the Insurer

Does Insure ISAMU UJIMOTO hereinafter called the Insured,

for the term of TWELVE from the 24th day of AUGUST 1941

at noon, to the 24th day of AUGUST 1942 at noon,

against all direct loss or damage by fire, except as hereinafter provided, to an amount not exceeding

TWO THOUSAND ..... 00/100 Dollars

to the following described property while located as described herein and not elsewhere, to wit:

Provisional Receipt No.....

This Replaces Policy No. ..... *Cancelled* / 205049 *Expired*

PLAN REFERENCE: Sheet No. 4 Block No. 42 Risk 2-80

PROVIDED THAT if the Insured shall pay or cause to be paid to the Insurer the said premium at or before the commencement date of the term aforesaid, and if the Insurer shall have accepted the said premium, then the Insurer will pay or make good to the Insured all such direct loss or damage which the Insured shall suffer by Fire on the property hereinbefore mentioned, not exceeding in respect of the several matters above mentioned the sums hereby insured thereon respectively, **AND PROVIDED FURTHER** that this policy is subject to the conditions and stipulations endorsed hereon or annexed hereto, which conditions and stipulations are hereby declared and agreed as constituting the basis of this Insurance.

IN WITNESS WHEREOF, the undersigned being fully authorized hereunto has subscribed his name to these presents, to be valid only when countersigned by a duly authorized Agent of the Insurer.

THE NORTH WEST FIRE INSURANCE COMPANY

Countersigned: TANAKA INSURANCE AGENCY 田中保險代理店

Per ..... Manager

At Vancouver, B.C.

Jno. Anderson

Branch Manager at Vancouver.

Date 1941

(1500-4-40)

STATUTORY CONDITIONS

Misrepresentation **1.** If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.

Form of Contract **2.** After application for insurance, if the same is in writing, it shall be deemed that any policy sent to the insured is intended to be in accordance with the terms of the application, unless the insurer points out in writing the particulars wherein it differs from the application, in which case the insured may, within two weeks from the receipt of the notification, reject the policy.

Property Not Insured **3.** Unless otherwise specifically stated in the policy, money, books of account, securities for money, evidences of debt or title, and automobiles, tractors and other motor-vehicles, are not insured.

Risks Not Covered **4.** Unless otherwise specifically stated in the policy, the insurer is not liable for the losses following, that is to say:

(*a*) For loss of or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the policy:

(*b*) For loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power:

(*c*) For loss due to the want, within the knowledge of the insured, of good and substantial chimneys; or caused by ashes or embers being deposited, with the knowledge and consent of the insured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the insured, in an unsafe condition or improperly secured; or

(*d*) For loss of or damage to goods while undergoing any process in or by which the application of fire-heat is necessary.

Risks Not Covered Except By Special Permission **5.** Unless permission is given by the policy or endorsed thereon, the insurer shall not be liable for loss or damage occurring:—

Repairs (*a*) To buildings or their contents during alteration or repair of the buildings and in consequence thereof; fifteen days being allowed in each year for incidental alterations or repairs without such permission:

Inflammable Substances (*b*) While illuminating gas or vapour is generated by the insured, or to his knowledge, in the building insured or which contains the property insured, or while there is stored or kept therein by the insured, or to his knowledge, by any person under his control, petroleum or any liquid product thereof, coal-oil, camphene, gasoline, burning fluid, benzine, naphtha, or any of their constituent parts (refined oil for lighting, heating, or cooking purposes only, not exceeding five gallons in quantity, gasoline, if contained in a tightly closed metallic can free from leaks and not exceeding one quart in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than is required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds weight of gunpowder, dynamite, or similar explosives:

Change of Interest (*c*) After the interest of the insured in the subject-matter of the insurance is assigned, but this condition is not to apply to an authorized assignment under *The Bankruptcy Act* or to change of title by succession, by operation of law, or by death:

Vacancy (*d*) When the building insured or containing the property insured is, to the knowledge of the insured, vacant or unoccupied for more than thirty consecutive days, or being a manufacturing establishment, ceases to be operated and continues out of operation for more than thirty consecutive days.

Explosion and Lightning **6.** The insurer will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gasworks, whether fire ensues therefrom or not; and loss or damage by fire caused by any other explosion; but, if electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents is excluded and the insurer shall be liable only for such loss or damage to them as may occur from fire originating outside the article itself.

Material Change **7.** Any change material to the risk and within the control and knowledge of the insured shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the policy, or may notify the insured in writing that, if he desires the policy to continue in force, he must within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the policy shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

Other Insurance **8.** (*a*) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent. of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void:

(*b*) The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof,

(*c*) In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (*a*) of this condition.

Mortgagees and Other Payees **9.** Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

Termination of Insurance **10.** (1) The insurance may be terminated:—

(*a*) Subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the pro rata premium for the expired time:

(*b*) If on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

(2) Repayment of the excess premium may be made by money, post-office order or postal note, or by cheque payable at par and certified by a chartered bank doing business in the Province. If the notice is given by registered letter, such repayment shall accompany the notice, and in such case the fifteen days mentioned in clause (*a*) of this condition shall commence to run from the day following the receipt of the registered letter at the post-office to which it is addressed.

Salvage **11.** After any loss or damage to insured property, it shall be the duty of the insured, when and as soon as practicable, to secure the insured property from further damage, and to separate as far as reasonably may be the damaged from the undamaged property, and to notify the insurer of the separation.

Insurance on Goods Moved **12.** If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; and the insurer will contribute pro rata towards any loss or expense connected with such act of salvage, according to the respective interests of the parties.

Entry, Control, Abandonment **13.** After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

Who To Make Proof of Loss **14.** Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or in the like case or if the insured refuse to do so, by a person to whom any part of the insurance-money is payable.

Requirements After Loss **15.** Any person entitled to claim under this policy shall:—

(*a*) Forthwith after loss give notice in writing to the insurer:

(*b*) Deliver, as soon thereafter as practicable, a particular account of the loss:

(*c*) Furnish therewith a statutory declaration declaring:—

(i.) That the account is just and true:

(ii.) When and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarant knows or believes:

(iii.) That the loss did not occur through any wilful act or neglect or the procurement, means, or connivance of the insured:

(iv.) The amount of other insurances and names of other insurers:

(v.) All liens and encumbrances on the property insured:

(vi.) The place where the property insured, if moveable, was deposited at the time of the fire:

(*d*) If required and if practicable, produce books of account, warehouse receipts, and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy. The evidence furnished under this clause shall not be considered proofs of loss within the meaning of conditions 18 and 19.

Fraud **16.** Any fraud or wilfully false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

Arbitration **17.** If any difference arises as to the value of the property insured, the property saved or the amount of the loss, such value and amount and the proportion thereof, if any, to be paid by the insurer shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the insured and the other by the insurer, and a third to be appointed by the persons so chosen, or on their failing to agree, then by a Judge of the County or District Court of the county or district in which the loss has happened; and such reference shall be subject to the provisions of *The Arbitration Act*; and the award shall, if the insurer is in other respects liable, be conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of costs shall be in the discretion of the arbitrators.

When Loss Payable **18.** The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

Replacement **19.** The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild, or replace the property within thirty days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

Action **20.** Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

Agency **21.** Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be the agent of the insurer for the purpose.

Waiver of Condition **22.** No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

Notice **23.** Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post-office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post-office of the agency, if any, from which the application was received.

Subrogation **24.** The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

ASSIGNMENT FORM AND CONSENT THERETO

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto

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ASSIGNMENT FORM AND CONSENT THERETO

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto

**Insert, as the case may be:*
"The Purchaser of the Property"
"The Mortgagee of the Property"
"As Collateral Security"

.....
.....of.....
*.....
.....all.....right,

title and interest in this policy of Insurance and all advantage to be derived therefrom.

WITNESS.....hand and seal at.....this.....day of.....19.....

Signed, Sealed and Delivered in presence of

S

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.....

THE NORTH WEST FIRE INSURANCE COMPANY, hereby consents to the above Assignment, subject, however, to all the provisos, conditions and stipulations contained in said policy, or endorsed thereon, it being understood that if the Assignment be made in favor of a Mortgagee, or for collateral security, the Insurance under said policy shall continue in the name of the Insured, whose loss, if any, shall be payable to the Assignee, as the interest of such Assignee may appear.

Dated.....*19*..... .....*Agent*

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto

**Insert, as the case may be:*
"The Purchaser of the Property"
"The Mortgagee of the Property"
"As Collateral Security"

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Dated.....*19*..... .....*Agent*

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto

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"The Purchaser of the Property"
"The Mortgagee of the Property"
"As Collateral Security"

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Dated.....*19*..... .....*Agent*

CANCELLATION RECEIPT

$..... 19

Received *from* **THE NORTH WEST FIRE INSURANCE COMPANY,**

the sum of..... *Dollars, in consideration of which this Policy is hereby cancelled and surrendered and the Provisional and Renewal Receipts, if any, for this policy, acknowledged to be of none effect.*

WITNESS..... .....
INSURED.

WITNESS..... .....
Mortgagee.

How Cancelled.....

FIRE POLICY
No. 205342

INSURED ISAMU UJIMOTO

PROPERTY SCHEDULE

AMOUNT $2,000.00 PREMIUM $45.00

EXPIRATION 24th AUGUST, 1942

THE NORTH WEST FIRE INSURANCE COMPANY

GUARANTEED BY

Union Assurance Society Limited of London, England

Branch Office for the Provinces of
BRITISH COLUMBIA and ALBERTA
VANCOUVER, B.C.

TANAKA INSURANCE AGENCY
田中保険代理社
GENERAL INSURANCE
PHONE HIGHLAND 2571
415 POWELL STREET VANCOUVER, B.C.

FOR YOUR OWN SECURITY, PLEASE READ YOUR POLICY, AS ON ITS CONDITIONS ONLY THE COMPANY IS LIABLE; AND IF IT BE NOT MADE OUT IN ACCORDANCE WITH YOUR APPLICATION IMMEDIATELY RETURN IT FOR ALTERATION.

FORM OF REMOVAL

Permission is hereby granted to remove the property insured under

(1st, 2nd, 3rd or all,)

items of this policy to the story building built of

and roofed with only while occupied as

and situate

Insurance map references: Sheet *Block* *No.*

and for not exceeding five days from date hereof, this insurance, under the respective items affected, shall attach in both locations in proportion as the value of the property covered by such items affected in each location bears to the value in both locations, and after such five days in new location only, and not as heretofore.

Dated *19* .

New Rate.....%

Extra Prem. $.....

Return Prem. $.....

Agent.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED Nov. 18 1942

Magna Bay, B.C.
Nov. 16th, 1942.
Re. File #11404.

EXHIBIT No. Case 21-9
DATE 12 Dec. 1947
FILED BY
J. W.G. Hunter

R.D. Richardson,
Office of Custodian,
Vancouver, B.C.

Dear Sir:

I got letters from you dated Sept. 29th and Oct. 30th on todays mail day, which you mail wlong address. I am living in Magna Bay since last March 1942. I want all communication to Magna bay hereafter and I could understood your kind will.

Now I wondering you have rented whole house and said chattels or just store room. I left my store goods and some kitchen wares on my upstairs if Mr. Garnet or you want keep it for me just like that, it is all
X right but, any way I want to register for custody by next mail day, before fill in your forms I want you to send my kitchen Stove and vanity beaulow case in our living room.

X "J.P. Form not completed until after this date."

Then I don't need them to fill in form. I ~~am~~ very much appreciate your kind answer how placed upstair things. I couldn't find anybody else just like my circumstances here among Japanese.

Yours very truly,

"I.Ujimoto".

mw

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

DATE: March 22, 1948

B. I. Larsen

EXHIBIT No. Case 21-10

DATE 12 Dec. 1947

FILED BY

J. W.G. Hunter

Sept. 4th, 1944
File No. 11404
Reg. No. 13750
Magna Bay, B.C.

The office of Custodian,
Vancouver, B.C.

Dear Sir:

Re: Store Fixture, cash register, scale, ice cream cabinet and pop cooler.

I want sell them to Mac Mac Hardware Vancouver to trade in for Farming Tractor I heard them things are under Auction sale lately in Haney and I am very glad if you can pass over to Mac Mac and help my farming inventment in Magna Bay. I am very much appreciating your kind answer.

Yours truly,

"I. Ujimoto"

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

DATE: March 22, 1948

B. T. Lauren

McLENNAN McFEELY & PRIOR LIMITED

NEW WESTMINSTER, B.C.

EXHIBIT No. Case 21-11
DATE 12 Dec. 1947
FILED BY
J.W.G. Hunter

Feb.8th-1945

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

Att. Mr. W.E. Anderson

Dear Sir:

On inspection of Store Equipment at Ujimoto Store, at Haney, B. C. I would suggest the following Prices,

1 Ice Cream Cabinet,	Not	Less	Than	85.00
1 Bottle Cooler	"	"	"	100.00
1 Drink Mixer	"	"	"	28.00
1 National Cash Register		"	"	45.00
1 Computing Scale		"	"	65.00

Yours Truly,

"J. E. Rawden"

(J.E. Rawden)

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

DATE: March 24, 1948 B. J. Lawson

mw