Name of Claimant YADA, Gorozaemon Case 55

Custodian File 1763

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	
850.00 5200.00	42.50 260.00 25.00										327.50

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	
								00

TOTAL RECOMMENDATION	327.50

Vancouver, B. C.,

June 24th, 1949.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

D.T.B. BRAIDWOOD, Esq., and J.CAMPBELL, Esq., appearing for the Dominion Government.

F. DREW PRATT, Esq., appearing for the Claimant.

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MR. PRATT: My lord, in case No. 55, Gorozaemon Yada, this man's claim was of a two-fold nature. He operated a store in North Vancouver, at 701 I think, East Third Avenue, and also had a piece of vacant property in North Vancouver. 701 4th Street East, I should say. This store and real property consisted of a warehouse and an eight room dwelling house, and the store itself, and he turned it over to two Chinese to operate, when he was evacuated from the Coast territory.

The main property was sold eventually by the Custodian for $5200.00, and there is the difficulty. I haven't been able to obtain any independent valuation, for the simple reason that all the real estate operators in North Vancouver, Messrs. Irving & Billings, Mr. Copping, and the other firm over there, I have forgotten the name, were all employed at the time by the Custodian, and I haven't been able to obtain an independent valuation.

So I have discussed that with Mr. Yada, who was here the other day, and he agrees we have

exhausted everything we can in that regard. In his evidence before your Lordship at Kamloops, he pointed out that Mr. Jim Lim and John Lim, the two Chinese, who took over the operation of the store, offered him $10,000.00 for the property, which he turned down. He claimed, as your records will show, it was worth $12,000.00, in his opinion.

The property was subsequently sold, as I say, by the Custodian for $5200.00, and I have filed with your Lordship at the hearing at Kamloops the policy of insurance put on by the Custodian for $5000.00 on the buildings on this property. Notwithstanding that, the whole property was sold for $5200.00.

THE COMMISSIONER: Have you any confirmation of the claimant's contention that he had an offer for $10,000.00?

MR. PRATT: Mr. Lim is very reluctant to come forward, because he is the man that got the property at $5200.00. I have talked with him and he doesn't wish to come forth, apparently, and give any evidence. Now, that is how we stand in this case.

THE COMMISSIONER: When was the property sold?

MR. PRATT: The main property was sold in April, 1944, for $5200.00. Mr. Copping's valuation was made in June of 1944, and, according to my records, the property was sold in April of 1944. I am sorry, that is not right. I can't seem to put

my finger on it. April 17th, 1944.

THE COMMISSIONER: Have you the file in this case here, Mr. Secretary?

MR. PRATT: My lord, he arrives at a figure of $5500.00 in his letter of April 17th, 1944, to Mr. Shears. He says further, (reading). Then he deals with the qestion of repairs to the property and winds up in the last paragraph by saying, (reading). He had made aprevious valuation of $5500.00.

Now I think Mr. Copping is, to say the very least, conservative because you will note in another letter whihhmy friend has of June 12th, 1944, in dealing with the properties the other lot he gives a valuationto of $750.00 to $800.00, and the Custodian got in that case $850.00.

THE COMMISSIONER: Have you anything further to add, Mr. Pratt?

MR. PRATT: No, my lord, I have nothing further to add, except included in this claim there is a claim for the loss of the blinds and carpets, and those items, you may recollect, when my clinnt rented the property to the two Chinese, he left the blinds and the carpet in the premises, but then when the Custodian sold them --

THE COMMISSIONER: The question is whether you are liable or the Custodian.

MR. PRATT: Yes. We say we were debarred from handling those items, and we had nok say in their disposal, with the result that the purchasers

refused to negotiate with us.

As to the lot, it was separately sold for $850.00. I can't add anything further to it, because I couldn't get any further valuation.

THE COMMISSIONER: Yes, Mr. Braidwood.

MR. BRAIDWOOD: There is another appraisal by Mr. Copping, my lord. I don't want to take my friend by surprise. My lord, I have very little to add to what my friend has said. This property was appraised, and I have Mr. Copping's appraisals here. They haven't been filed. I don't know whether your Lordship would like to have them or not.

THE COMMISSIONER: I think perhaps it is desirable they should be filed. Let me have the date of each of them again.

MR. BRAIDWOOD: I was just referring to the one property. My friend is really dealing with that this morning. There was one of November 6th, 1943. This was the first appraisal at $5500.00, and then, as my friend has indicated, on April 17th, 1944, Mr. Copping again made a report to Mr. Shears, and at that time he suggested that on a cash sale $5000.00 to $5100.00 might be accepted.

In both appraisals, my lord, he refers to the condition of the property and there is one bit of information, my lord, which I think is of interest, and that is that the tenant was paying $90.00 a month for the premises. So, that might

be of interest to your Lordship.

THE COMMISSIONER: The property, I take it, had been catalogued, and advertised for sale, during the interval of a year.

MR. BRAIDWOOD: Yes, my lord. That is my understanding of the matter.

THE COMMISSIONER: Any other offers?

MR. BRAIDWOOD: I have no record of other offers, my lord.

I will put these in, then, my lord.

(APPRAISALS MARKED EXHIBIT NO. 55-20).

MR. BRAIDWOOD: I think, my lord, there are two or three things to be pointed out about the property that your Lordship should know; that is, the sanitary conditions weren't too good, the septic tank wasn't too good, and this roof situation appears to be fairly serious and needs quite an amount of repairs. I also understand that under Mr. Pratt's directions repairs were made. I think that is correct.

MR. PRATT: That is correct.

MR. BRAIDWOOD: Mr. Pratt, I believe, was collecting the rents at the time.

MR. PRATT: Yes.

MR. BRAIDWOOD: I am sorry, my lord, Campbell & Pemberton, I see, made the original offer in October, 1943, of $4000.00, and Campbell & Pemberton at that time thought the property was very much overvalued at $5500.00, which was Copping's appraisal, and later on the property was sold to Mr. Lim

who was one of the tenants on the property for $5200.00. I might say, on behalf of my friend, Mr. Pratt, that he protested the sale, on behalf of his client.

MR. PRATT: Very strenuously.

MR. BRAIDWOOD: I have nothing more to add, my lord.

THE COMMISSIONER: What have you to say about the blinds and carpets, and what was the other thing?

MR. PRATT: There were three carpets, my lord, and Venetian blinds, for a total claim of $610.00.

THE COMMISSIONER: And that was all lost?

MR. PRATT: That was lost, yes. The Chinese, represented later by Mr. Messenger, contended they went with the house.

MR. BRAIDWOOD: Now, my lord, the latter, of course, fall into the category of chattels, unless they were attached to the property, and they were sold with the property, and my information is that the claimant made a declaration upon his departure, that is a J.P. declaration of furniture and effects, and certain named items like that, (reading).

THE COMMISSIONER: That should be sufficient to include all household effects. Would you not think so?

MR. BRAIDWOOD: That would include the carpets, my lord, but I would submit that the Venetian blinds, have not been declared or treated individually, and probably treated by the appraiser as going with the property. They would be attached to the windows.

THE COMMISSIONER: Screwed on.

MR. BRAIDWOOD: Yes, my lord.

THE COMMISSIONER: So far as the claim in respect of the real property is concerned, I am not disposed t to treat this claim any differently than on the over all basis. There is not sufficient evidence to justify any additional recommendation, in my judgment. So far as the chattel claim is concerned, an allowance should be made. Were other chattels sold?

MR. BRAIDWOOD: Yes, I believe there were, my lord. I haven't the form with me on that, but there would be a ratio established for lost goods, if these goods were to go in at their claimed value in the lost column.

THE COMMISSIONER: I would allow the claim for these lost articles on the same ratio that goods sold there to the price claimed.

MR. BRAIDWOOD: That would be about $600.00, I think you said.

MR. PRATT: $610.00.

MR. BRAIDWOOD: That would put $610.00 into the lost column, my lord.

THE COMMISSIONER: Yes.

MR. PRATT: That is as it bears to the whole?

THE COMMISSIONER: The way we work it out, Mr. Pratt, is this; that where a man had certain goods which were sold at auction, and certain goods which he alleged were lost, destroyed or stolen, if he recovered 50% of his claim, or if the

Custodian recovered 50% of the claim for goods actually sold, that he would be allowed 50% of the claim for the goods sold. I have given a lot of consideration to this question of lost goods, and I have not been able to find any plan that seems fairer than that.

MR. PRATT: That is all right, my lord. I can't add anything, or help you in that respect, I am sorry.

THE COMMISSIONER: That is the best approach I have been able to make to it, in any event.

MR. PRATT: I think that is all I can deal with this morning, my lord, and thank you.

MR. BRAIDWOOD: I will advise my friend as to what that will make his total, so he will have his records straight.

MR. PRATT: Yes, I wish you would.

THE COMMISSIONER: Incidentally, Mr. Pratt, if you should reach a conclusion to accept the formula on the other claims, I assume you will communicate that to your friend?

MR. PRATT: Yes. I think that would dispense with them, and I have written recommending it, but apparently they are living in that area in different spots and have suggested a family get-together on it.

THE COMMISSIONER: Yes, that is quite understandable, and it is not causing any delay.

(Concluded)

I hereby certify the foregoing to be a true and accurate report of the said proceedings.

I. P. Hanrahan

Deputy Official Stenographer

CASE NO: 55.

JAPANESE PROPERTY CLAIMS COMMISSION.

Kamloops, B.C.,

February 9th, 1948.

IN THE MATTER OF THE CLAIM OF

GOROZAEMON YADA.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 55.

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.,

February 9th, 1948.

IN THE MATTER OF THE CLAIM OF

GOROZAEMON YADA.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
F. DREWE PRATT, Esq.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
G.N.R. UPTON, Esq.,	Official Interpreter.
G. HAMBLETON, Esq.,	Official Reporter.

THE COMMISSIONER: The Government defence, Mr. Hunter?

MR. HUNTER: It will be my endeavour, my lord, to show that these properties with the real property were sold for their fair market value. I shall also endeavour to show that the question of the carpets is my learned friend's responsibility as he was looking after the property on behalf of the claimant. I should like to --

THE COMMISSIONER: There is a claim for loss of carpets, is there?

MR. HUNTER: There is a claim for the price of carpets laid in five rooms, on page 2 of the claim, my lord.

THE COMMISSIONER: Yes, but how does the claim arise-- loss of them, or the sale with the property?

MR. PRATT: If I can assist here. Briefly, the facts are these: Mr. Yada, when he was evacuated, rented the property to a Mr. Lim , and his associates, a Chinese company, and they took over the store and the house in conjunction with it. In that house were these carpets that had been laid, and some Venetian blinds. The Custodian, when he sold the property, did not take into consideration the value of these carpets and the Venetian blinds.

THE COMMISSIONER: I see; and they were delivered along with the real property?

MR. PRATT: They went with the real property.

MR. HUNTER: I should also like to call to your Lordship's attention that in the claim the amount which has been credited to the Custodian is

apparently some net amount. The actual amount received, gross amount from the sales, is $6,050.00, which would reduce the claim on page 1 to $7950.00, my lord.

THE COMMISSIONER: Well, what is the explanation?

MR. HUNTER: The difference between the gross and the net under your Lordship's ruling.

THE COMMISSIONER: Commission, and so forth?

MR. HUNTER: That is right, my lord, and adjustments, of course.

MR. PRATT: All right. Now, my lord, I have endeavoured also to compile these forms, or complete these forms, and they are divided into three: one deals with the vacant property at Fourth Street, North Vancouver, and the other with the business and residence property at Lonsdale Avenue, and 23rd Street, North Vancouver, the third form deals with these carpets and four Venetian blinds we have discussed.

THE COMMISSIONER: It would be well if you have those verified.

MR. PRATT: Very well, my lord.

GOROZAEMON YADA, the Claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. PRATT:

Q What is your full name, sir?

A Gorozaemon Yada.

Q Mr. Yada, before you were evacuated from the Coast, what was your business?

A Retail merchant.

Q Retail merchant. Whereabouts?

A North Vancouver.

Q In North Vancouver. Did you own certain real properties over there? A: Yes.

Q Where was this retail store of yours located?

A At 4th and Queensbury, North Vancouver.

Q 4th -- A: 701 Fourth Street East.

Q 701 Fourth Street East, I see. Would you describe to his Lordship what it consisted of?

A A store and warehouse and an eight room dwelling.

Q And an eight room dwelling? A: Yes.

Q How long had you had that property?

A Well, I had taken it over from my father.

Q When? A: In 1932.

Q In 1932 you took it over from your father. I show you this form made up by you regarding this property. Can you verify what is on there? You have signed it, have you?

A Yes, I have, yes, sir.

Q I see.

MR. PRATT: This form, my lord, is the property where the commercial business was carried on.

THE COMMISSIONER: That is Exhibit 1.

MR. PRATT: Exhibit 1.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. PRATT: Q: Now, Mr. Yada, you had another piece of real property; where was that located again?

A 23rd and Lonsdale.

Q 23rd and Lonsdale. What did that consist of, what was that property?

A One lot about 60 x 140.

Q One lot, 60 x 140? When did you acquire that lot?

A 1941.

Q In 1941. What did you pay for it?

A $550.00.

Q $550.00. A: It was bought from the City Tax Sale.

Q Tax sale? A: Yes.

Q I show you the form you have completed in regard to that property. Do you identify that?

A Yes, sir.

Q Is that your signature on there?

A Yes.

MR. PRATT: I submit that, my lord, as Exhibit 2.

THE COMMISSIONER: What is the price?

MR. PRATT: The price was $550.00, that is what it was bought for, and he is claiming $1550.00 for it.

THE COMMISSIONER: I see.

(STATEMENT MARKED EXHIBIT N O. 2).

MR. PRATT: Q: Now in your property at 701 Fourth Street, you are claiming, I see, for some carpets and four Venetian blinds and you have completed this form, have you, the condensed form of claim?

A Yes.

Q Is that your signature on there?

A Yes.

MR. PRATT: All right, I submit this as Exhibit 3, my lord.

(STATEMENT MARKED EXHIBIT NO. 3).

THE COMMISSIONER: This property, I take it, Mr. Pratt, was a rented property, was it? or is there no claim on the real estate?

MR. PRATT: The claim is on the real estate, my lord, yes.

THE COMMISSIONER: Oh, I see, this is real property shown in Exhibit 1.

MR. PRATT: Yes, there are two real properties, my lord.

THE COMMISSIONER: I appreciate that, but the blinds and carpets were on No. 1.

MR. PRATT: On No. 1, yes.

THE COMMISSIONER: Yes.

MR. PRATT: Q: Now, Mr. Yada, you are claiming in respect of the commercial property a valuation of some twelve thousand dollars?

A Yes.

Q Could you give us some indication of how you arrived at that figure? A: At the time it was sold I did consider it was worth $12,000.00.

Q You considered it was worth $12,000.00. Did you do anything to the building at any time; did you put any money into it?

A It was rebuilt in 1932.

Q At what cost? A: At approximately $5000.00.

Q $5000.00. And did you add anything after that to it? A: And in 1938 there was a warehouse built, oh, approximately

$1500.00.

Q Approximately $1500.00. Was there anything further done to it? A: I think it was re-painted in that year, but that was about all that was done.

Q It was re-painted in that year. When you were evacuated, you rented this property, did you not?

A Yes.

Q You entered into a lease with whom?

A Mr. Lim and Fred Hunt.

Q Mr. Lim and Fred Hunt. What were the terms of that lease? A: Five years' lease at $90.00 a --

Q A month? A: A month.

Q Five years' lease at $90.00 a month. Did you receive any offer for the property at that time?

A At the time of negotiations there was -- they offered to buy it for $10,000.00.

Q Mr. Gordon Lim and Mr. Hunt offered to buy it for $10,000.00, I see. A: Because they thought -- $90.00 -- it was better to buy it, and if they could buy it reasonable enough instead of paying $90.00 --

Q Yes, I see. And you at that time made a deal whereby you turned over the grocery business there was to these people?

A Yes, sold that personally, yes.

Q And what was your turnover in that business?

A Approximately about $70,000.00.

Q Approximately $70,000.00 per annum, was it?

A Yes.

THE COMMISSIONER: Well that wouldn't affect the value of the real estate, would it?

MR. PRATT: Well, my lord, I submit, to some extent, it would.

THE COMMISSIONER: I appreciate it might be some indication of the worth of the site.

MR. PRATT: You see, my lord, if the property had been sold to some other type of business, then I would naturally agree, but here were these people who rented the property from Mr. Yada, who carried on the business, and I submit there was some value in that goodwill.

THE COMMISSIONER: Well, I have ruled out goodwill, Mr. Pratt, except from the point of view of a sale of a business as a going concern.

MR. PRATT: Yes, my lord. I don't want to labour it, but, nevertheless, --

THE COMMISSIONER: I get your point.

MR. PRATT: -- to these people who bought it I would say that that would certain enhance the value of that real property.

THE COMMISSIONER: Did this man Lim buy it from the Government?

MR. PRATT: I beg your pardon, my lord?

THE COMMISSIONER: Did this man Lim buy it from the Government?

MR. PRATT: Yes. Just in that connection, my lord, I draw your attention to the notes I have made on this form 1 that the valuation was made as of

November 6th, 1943, the sale by the Custodian was made a year later.

THE COMMISSIONER: Yes.

MR. PRATT: Or not a year later, a matter of six or eight months later.

Q Now, Mr. Yada, let us take the next property you have described on Exhibit 2. Where was that located and what was the nature of it?

A 23rd and Lonsdale, North Vancouver. It was a vacant lot bought from the City Hall on June 1st, 1941. We took out a permit for a $5000.00 building to be built on that property and we had excavated ready for the building, and approximately six months' work done on it and we had the concrete forms already put in, ready for the concrete to be poured in the spring.

Q You had put in your concrete forms and you had excavated it and you said this had taken about six months? A: Six months, yes.

Q I see. I notice that you are claiming the value at the time you evacuated of $1550.00?

A Yes.

Q And you base that, do you, on this work that you had done? A: Yes, on the work that was done and the value of the property.

Q What was the original value to you of the property? A: $550.00.

Q $550.00. And had you received any offer for this property? A: No, we have only had it for six months and we had intended to

build ourselves.

Q I see. Well, now, Mr. Yada, going back to the first property we had discussed here, you have set out a claim for these Venetian blinds and carpets? A: Yes.

Q Would you tell his Lordship -- let us take the carpet item first -- when did you acquire these carpets and what did you pay for them?

A Four carpets were laid in the first part of the year.

Q What year? A: 1941.

Q In 1941, at a cost of how much?

A $470.00.

Q $470.00. A: And a second carpet --

Q Just a minute, please. A: Oh, sorry.

Q Where did you buy these carpets, Mr. Yada?

A David Spencer's.

Q David Spencer's. I show you a document; what is this? A: That was a receipt for the four carpets laid.

Q What is the date of it? A: February 17th, 1941.

Q That was $470.00? A: Yes.

MR. PRATT: I tender this as Exhibit 4.

(RECEIPT MARKED EXHIBIT NO. 4).

Q That is $470.00 receipt you paid for --

A Four carpets.

Q For four carpets? A: And then we had one more laid in July of 1941 at $140.00.

Q $140.00. A: From the same company which I have no receipt for.

Q You have no receipt? A: Well, I guess I have, but I haven't one right now.

Q You haven't been able to locate it, is that it?

A No.

Q That makes a total of $610.00, is it, you have paid for these carpets in 1941?

A Yes.

Q All right. You claim in respect of those, by the way, those carpets, $500.00?

A Yes, or approximately. I would like to have a fair price on it.

Q All right. Then the four Venetian blinds you are claiming $50.00? A: Yes.

Q Would you tell his Lordship when you acquired them, and at what price?

A They were acquired in 1940, I think it was in the summertime, I am not exactly sure, and they cost $52.00, and the carpets and Venetian blinds were on a lease drawn up at the time of --

Q All right, we will come to that, but you are claiming $50.00 for these four Venetian blinds which cost you $52.00? A: Yes.

Q Will you tell his Lordship the circumstances under which you left these carpets and Venetian blinds? A: That was leased on a lease out to Mr. Lim and Mr. Hunt. They were supposed to take care of the house while I was evacuated.

Q Yes. A: That's about all, I think.

Q Well, did you make any deal to sell them to Mr. Lim and Mr. Hunt? Did you make any deal to sell them these carpets or blinds?

A Well, I asked them to have an appraiser appraise them and I would take what the appraiser said they were worth.

Q Did you ever get anything from them for them?

A No, I never received anything.

Q And these were in the properties that were taken over by the Custodian, were they?

A Yes.

MR. PRATT: Yes, all right.

THE COMMISSIONER: Q: Did you declare these carpets and blinds in your J.P. Form?

A Yes.

THE COMMISSIONER: All right, Mr. Hunter.

CROSS-EXAMINATION BY MR. HUNTER:

MR. HUNTER: I should like to first call to your Lordship's attention that the valuation which my friend said was made almost a year before--

MR. PRATT: I said six months before.

MR. HUNTER: --six months before, that there was another valuation which was made in April, 1944, my lord, considerably before the sale which was a lower valuation than the previous one, and which will be put in in evidence when we are putting in our --

THE COMMISSIONER: You would prefer to put them in later, would you?

MR. HUNTER: I could put them in now, my lord.

MR. PRATT: I would certainly want to cross-examine Mr. Copping. I don't mind if my friend puts them in now or not, but I would like to cross-examine.

THE COMMISSIONER: You can put them in later; you are simply calling it to my attention. There was a valuation in April, 1944.

MR. HUNTER: Q: Attached to this valuation of the 17th of April, 1944, there is a sketch showing the relative positions of the buildings. Would you say that sketch is reasonably accurate?

A Yes.

THE COMMISSIONER: Just to avoid any possible question later on, I think perhaps you had better mark that document, either for identification or in some way, so there is no question about what document you put before the witness. Have it marked for identification -- "A" for identification.

MR. HUNTER: Just mark it "A", my lord?

THE COMMISSIONER: Yes.

(SKETCH MARKED "A" FOR IDENTIFICATION).

MR. HUNTER: This is a valuation of Mr. Copping of the North Vancouver Realty, E.N. Copping, my lord, dated the 17th of April, 1944, and addressed to Mr. Shears, Director of the Department of the Secretary of State. It is referring to Lots 1 and 2 upon which the business, the store,

the dwelling and the warehouse were situated.

THE COMMISSIONER: All right, I think that is sufficient for future purposes.

MR. HUNTER: Q: Now in this report, Mr. Yada, Mr. Copping states that, "The roof over the older portion of the building evidently leaks badly".

What have you to say as to that?

A Well, I think it was in November, if I remember right, in 1943--they had wrote me previously regarding that and I told them -- I gave them instructions to have it repaired, which they sent Mr. Pratt a bill for $90.00 for the repair of the roofs which were supposed to be put in good shape. I asked them to have a reliable man fix it up and they charged $90.00.

Q You didn't know whether it was still leaking in April '44 or not? A: No, I don't.

Q What were the foundations under that old building?

A Of concrete.

Q And what was the drainage?

A There was tile drainage around the outside of the buildings and there was no cement floor underneath the house.

Q In this report he says that, "There is evidence of dryrot in places"; is that correct?

A I think so in parts -- the older part of the building.

Q He said, "The heating plant, judged from Occidental

standards, appears inadequate." What have you to say as to that? A: Well, yes, I guess so. It served the purpose all right, but it wasn't what you call up~~to~~-date.

Q Now he says, "The plumbing system, thoughk satisfactory from an Oriental point of view, does not measure up to ordinary standards, to wit, there is an excellent Pembroke bathtub in the house but it is set up in the basement and for most people much of the plumbing system would need to be altered". What have you to say as to that?

A Yes, just the bath was down in the basement and the rest of the plumbing fixtures were upstairs.

Q And when he says, "Much of the plumbing system would need to be altered", is he correct when he says that; that is, if he were selling to an Anglo-Saxon, that is an Occidental?

A Maybe the bathtub, just the bathroom only.

Q Wouldn't that necessitate considerable changes for drainage, and so on?

A No, I don't think so, not very much.

Q Now, you were talking about this other vacant lot of yours. You were proposing to build what there?

A Store building.

Q Store building? A: Yes.

Q And what was around there in the form of buildings? A: There was a -- there would be a vacant lot and then there was another large building on one side and in front of it was the North Vancouver High School

and about a block south was Lonsdale Public School which there were two or three smaller buildings.

Q What was it, all business or mixed?

A Well, mostly business.

Q What kind of a store were you proposing to build?

A A retail store, grocery store.

Q And you had got to the point where the excavations were made and the forms were made for pouring the concrete, is that right?

A Yes.

Q And that had taken you six months?

A Yes, roughly six months, that is with one person working.

Q Yes. In other words, it was the kind of thing that would take a normal builder a maximum of a week and he would probably do it in about three or four days, isn't that right?

A No, I don't think so because there was a lot of work, because there was about two to three feet of earth to be removed.

Q Yes. They would remove that in half a day now.

A Maybe they do now.

MR. PRATT: If you pay the cost of a bulldozer, yes.

MR. HUNTER: Q: Yes, I know. I am talking about modern methods of construction; they put a bulldozer in and do it in half a day, isn't that right?

A Maybe so.

Q And they build the forms very rapidly -- a skilled carpenter, isn't that correct?

A Yes.

Q And the size of this excavation?

A 60 x 80.

Q And I presume that excavation would have some value to you? A: Yes.

Q And why do you consider it would have any value to a purchaser? A: Well, if a person was going to do any building, any person--for instance, a gas station or any building, he would have to excavate the property to build.

Q But would it be likely the building they would plan would be the same size as yours?

A Well, maybe not the exact size but near.

Q In other words, the forms would have to be changed if they weren't going to adopt your plans, isn't that correct? A: Yes, but we had no intention of selling that.

Q No, but we are trying to arrive at fair market value. A: Yes, yes.

THE COMMISSIONER: Q: I suppose the enhancement of value that you are seeking to recover relates to a rise in property more than it does to the value of any excavation, isn't that true? You see, you are claiming nearly $1000.00 profit on your purchase?

A Yes. We consider the work we had done on it was of some value.

Q So you don't rely entirely on the general rise in property values; you do attribute some value to the work you had done?

A Some work and the value of the property.

THE COMMISSIONER: Yes, all right.

MR. HUNTER: Q: Now let us go back to this other property where you had the store, the dwelling and the warehouse.

A Yes.

Q When were the store and dwelling originally built; do you know? A: Oh well, the store was rebuilt in 1917 after a fire, and then the whole thing was rebuilt over in 1932.

Q That is when you rebuilt it, but it was a very old building when you decided to renovate it or rebuild it? A: Yes, it was--

Q And how did you go about renovating it; was it just a question of shoring it up or --

A We tore the residential part out altogether and built it new.

Q You built a new house? A: Just the store foundation is the older part.

Q The store and the foundation, or the store foundation? A: The store foundations and parts of the store.

Q You built a new store and new house?

A The warehouse and dwelling is new.

Q Yes.

MR. HUNTER: You haven't a photograph of that place, have you, Mr. Pratt?

MR. PRATT: No, I haven't. I think it is in the Custodian's file.

MR. HUNTER: Q: They are frame, are they, these buildings? A: Yes, stucco finish.

Q How are they finished inside?

A Plaster.

Q Plaster. Two storeys? A: No, one. Just one storey is plastered.

Q And the roof is flat or peaked?

A Flat.

Q That is, for both the store and house? They are built together, are they?

A Yes, all built together.

Q The warehouse you built in 1938, you said?

A '38, yes.

Q What was that? A: That is just a stucco finish outside, but wasn't finished inside; just shelving put inside, shelving and benches.

Q Just sort of shiplap inside?

A Outside, yes, full concrete inside.

Q Yes, but the finish inside is?

A Yes, that is just not finished.

Q Just the 2 x 4's and the shiplap?

A Yes.

Q And you said it was a concrete foundation, did you? A: Foundation and floor.

Q And floor? A: Yes.

Q I see. It is just almost sort of sitting on the ground, is that the idea?

A Yes.

THE COMMISSIONER: Q: That was 1938?

A '38, yes.

MR. HUNTER: Q: How big is that?

A 30 x 48. I think it was 48 or 50.

Q One storey? A: One storey, yes.

Q What kind of a roof had that?

A That is a flat roof.

Q Now you say Lim and Hunt offered to buy it for $10,000.00. When was that?

A That was at the time of negotiations to sell the store in 1942, in March, I think it was.

Q How definite was their offer?

A Well, they wanted to buy it and they thought they would rather buy the whole building instead of paying $90.00 a month rent and they offered to buy it for $10,000.00.

Q This was a verbal offer, was it?

A Yes.

Q And what did you say to that?

A I told them I wasn't interested because I didn't want to sell it at that time.

Q Did you think it was a fair offer?

A Well it was a good offer but it wasn't enough to tempt me to sell.

Q Well if you had been thinking of selling, you might have thought that was quite a reasonable offer? A: Well no, I thought it was worth a little more than that at that time.

THE COMMISSIONER: Q: At that time I suppose you hoped to get back to the Coast, did you?

A Yes, sir.

Q That was the reason for your refusal?

A Yes, sir.

MR. HUNTER: Q: What did that $10,000.00 include? Did it include any of the stock-in-trade?

A No, that was sold privately.

Q That was just for the real property, was it?

A Just for the real property.

Q Now regarding these Venetian blinds and carpets. What were your instructions to Mr. Pratt in connection with those?

A Why, I asked him to get a -- because they were leased to them -- to get a fair price for them, and there were a few letters between Mr. Pratt and Mr. Lim, but Mr. Lim never seemed to come to any definite figure.

Q Well, you were relying on Mr. Pratt to negotiate this, weren't you?

A Yes, because he had the lease for the building at that time.

Q And even when the sale was made, there were still negotiations going on between Mr. Pratt and Mr. Lim? A: I don't know at that time if there was or not. I remember the Custodian writing me, too, about it.

Q But the Custodian didn't purport to sell the carpets with the house, did he?

A Well, they wrote and said they will make some

price but there was nothing done.

THE COMMISSIONER: Well now, if there is such a letter it ought to be put in.

MR. HUNTER: That is what I am just trying to find, my lord.

THE COMMISSIONER: Yes.

MR. HUNTER: Q: That is a letter of May 2nd, 1944, addressed to you. Did you receive that letter?

A Yes, I received that but this settlement was for goods that I had left in the house.

MR. PRATT: That has nothing to do with the blinds, Mr. Hunter.

MR. HUNTER: It says so right there.

MR. PRATT: Well it is wrong, because I didn't make that statement.

MR. HUNTER: Well, I will put it in. This is a letter, my lord, dated May 2nd, 1945.

THE COMMISSIONER: Has Mr. Pratt the original letter?

MR. PRATT: No, my lord, I haven't, and there is a letter in that file in which the Custodian writes to this effect, sir: that he has endeavoured to make a settlement about it.

THE COMMISSIONER: You will be free to deal with that, Mr. Pratt, later. The witness acknowledges having received the original of this letter, does he?

MR. HUNTER: Yes, my lord. It is a letter addressed to the witness from G.D. Milsom of the Administration Department of the Custodian, which says (reading).

THE COMMISSIONER: The date of that letter?

MR. HUNTER: May 2nd, 1945.

(LETTER MARKED EXHIBIT NO. 5).

MR. PRATT: My lord, in admitting that letter, I want to make this objection now; that I at no time made the representations that are contained in that letter.

THE COMMISSIONER: You will be free to say so, Mr. Pratt. There is no occasion to call counsel. I will take counsel's statement to that effect now.

MR. HUNTER: A letter dated May 25th, 1945, addressed to Mr. Yada.

Q Did you receive that letter?

A I don't know. I couldn't say if I did or not. I don't remember.

MR. HUNTER: This is a copy of a follow-up letter to the original, my lord, addressed to the witness from the same member of the Custodian's office and it merely says: (Reading). I should like to put that in even though the witness doesn't remember receiving the exhibits.

(LETTER MARKED EXHIBIT NO. 6).

MR. HUNTER: This is a letter, undated, but which was received by the Custodian on May 31st,

Q Is that your letter, Mr. Yada?

A Yes, that is my writing.

Q You wrote that letter then, did you?

A Yes, I wrote that letter.

MR. HUNTER: This is a letter, undated, my lord, but it has the Custodian's stamp showing that it was received on May 31st, 1945, from the witness to

the Custodian. It says: (Reading).

That was received May 31st, my lord, but the letter itself is undated; I presume it would be a couple of days before.

(LETTER MARKED EXHIBIT NO. 7).

MR. HUNTER: This is a letter I propose to put in, Mr. Pratt. It is actually written to you. I presume you received that letter?

MR. PRATT: I don't remember that, but I guess I must have got it.

MR. HUNTER: This is a letter dated May 31st, my lord, 1945, and it is addressed to Mr. F. Drewe Pratt, and it is re Gorozaemon Yada, 701 East 4th Street, North Vancouver, B.C. It says: (Reading).

(LETTER MARKED EXHIBIT NO. 8).

MR. HUNTER: That letter is from the same person in the Custodian's office.

This is a letter of October 5th, 1945, and appears to come from Mr. Yada.

Q Is that your letter? A: That is my writing, yes. Yes, I remember writing that now, yes.

Q You wrote this letter then?

A Yes.

MR. HUNTER: This is a letter from the witness to the Custodian, dated October 5th, 1945. (Reading).

(LETTER MARKED EXHIBIT NO. 9).

MR. PRATT: Of course I don't know what my friend is leading up to here. The fact of the matter is, if he will call the tenant who bought the

property -- he says, "I bought the blinds and property with the house".

THE COMMISSIONER: It is perfectly obvious he is trying to lay the chattels to your door.

MR. PRATT: Yes.

MR. HUNTER: Exactly, my lord. I propose to show that these were placed under the custody and management of some person other than the Custodian, appointed by the owner of the property.

MR. PRATT: The point is this: When the Custodian sold the property he didn't accept these blinds and these carpets.

THE COMMISSIONER: That is a matter for argument later, Mr. Pratt.

MR. PRATT: And the tenant claims he acquired them from the Custodian. He told the Custodian that.

MR. HUNTER: Perhaps we could just go back a little, my lord. Is that your letter, Mr. Pratt?

MR. PRATT: Yes, that is my letter.

MR. HUNTER: This is a letter, my lord, dated June 15th, 1942, from F. Drewe Pratt, addressed to the Custodian of Enemy Property, "re: Yada, Gorozaemon, Your No. 1763". (Reading).

(LETTER MARKED EXHIBIT NO. 10).

MR. PRATT: My recollection is that I was advised that you were going to handle it yourselves.

MR. HUNTER: Is there a letter in answer to that one of Mr. Pratt's to the Custodian?

THE COMMISSIONER: June 15th is the date of Mr. Pratt's letter to the Custodian.

MR. SHEARS: There is no reply.

MR. HUNTER: There seems to be no reply.

MR. PRATT: My recollection, then, to assist the Court, is that I was told the Custodian looked after those matters and I hadn't been authorized to take care of it.

MR. HUNTER: Well, my lord, we will see whether the balance of this correspondence adds up to that.

THE COMMISSIONER: Very well. Mr. Shears, if there is a reply to this letter of June 15th of Mr. Pratt's, I would like to have it put in, whether it is available now or not.

MR. SHEARS: Yes, my lord.

THE COMMISSIONER: Will you make a note of that, Mr. Secretary, that a further document to be put in by Mr. Shears being a letter from the Custodian to Mr. Pratt at a date subsequent to June 15th?

MR. HUNTER: Next, my lord, is a letter, June 3rd, from Mr. F. Drewe Pratt to the Custodian -- when I say June 3rd, this is 1944, this is considerably later -- and it is re the same matter. (Reading).

(LETTER MARKED EXHIBIT NO. 11).

MR. HUNTER: This would appear to be the reply to that, my lord. It is a copy of a letter dated June 6th, 1944, from the Custodian's Office to F. Drewe Pratt re the same matter.

(LETTER MARKED EXHIBIT NO. 12).

MR. PRATT: What is that date, Mr. Secretary?

THE SECRETARY: June 6th, 1944.

MR. HUNTER: We then go back to the original date, after that last letter from Mr. Yada to the Custodian which was dated some time in '45, wasn't it? I think your Lordship has that letter.

THE COMMISSIONER: Yes, October 5th, 1945.

MR. HUNTER: Yes. This is a copy of a letter dated November 9th from the Custodian's office to F. Drewe Pratt.

MR. PRATT: 1944?

MR. HUNTER: No, this is 1945. The letter reads as follows (reading).

(LETTER MARKED EXHIBIT NO. 13).

MR. HUNTER: This is apparently a'chaser', my lord, dated November 17th, 1945, addressed to Mr. Pratt from the Custodian's office and saying: (Reading).

(LETTER MARKED EXHIBIT NO. 14).

MR. HUNTER: Q: Do you remember receiving the original of that letter, Mr. Yada?

A Yes, I think I do, yes.

MR. HUNTER: This is a letter dated December 3rd from the Custodian's office to the claimant.

Q You acknowledge having received this letter, Mr. Yada? A: Yes.

MR. HUNTER: (Reading letter).

(LETTER MARKED EXHIBIT NO. 15).

MR. HUNTER: This is a letter dated March 7th from the Custodian's office to Mr. Yada -- I should have said a copy of a letter, my lord.

Q Did you receive that letter, Mr. Yada?

MR. PRATT: What year is that, Mr. Hunter?

MR. HUNTER: '46, I am sorry.

THE WITNESS: '46, March 7th, 1946.

MR. PRATT: I would like to see those before you put them to the witness.

THE WITNESS: I don't remember, but there was quite a few letters regarding carpets and Venetian blinds.

THE COMMISSIONER: Why don't you show it to Mr. Pratt, Mr. Hunter? (Letter handed to Mr. Pratt).

MR. HUNTER: Q: You wouldn't deny that you received this? A: No, I wouldn't say I didn't receive it.

Q Well, it is just another one --

A Another one about the carpets.

MR. HUNTER: -- about the same thing, my lord, dated March 7th, 1946, addressed to the witness from the Custodian, "Re Venetian blinds and carpets-- re F. Drewe Pratt". (Reading).

(LETTER MARKED EXHIBIT NO. 16).

MR. PRATT: Now, would you read that one. (Letter handed to Mr. Hunter). I suppose you got that, Mr. Hunter, that letter?

MR. HUNTER: I don't know. You had better put that in.

MR. PRATT: No, I think as you are putting them all in, you had better put that in.

MR. HUNTER: It refers to the value of the real property, nothing to do with the Venetian blinds.

THE COMMISSIONER: Well, put it in, Mr. Hunter, if Mr. Pratt asks for it.

MR. HUNTER: It is a letter dated May 19th, 1944.

My lord, I would suggest that I just check here and see if there is anything more on the blinds and go on to this, because I am going to do it anyway.

THE COMMISSIONER: All right.

MR. HUNTER: These two memorandums from the Custodian's office are only informative and I suggest that they be filed, to speak to the question.

MR. PRATT: That is all right. Well, those are only inter-departmental memos, aren't they? I don't think they should go in here. They are from one department to another.

THE COMMISSIONER: If that is what they are, Mr. Hunter, I think you had better put that in by oral evidence when the Government testimony is going in.

MR. HUNTER: Very good, my lord. This is a copy of a letter -- have we the original here?

MR. SHEARS: No, not here.

MR. HUNTER: A letter dated May 19th, 1944, my lord, and I presume it is from you, Mr. Pratt?

MR. PRATT: Yes.

MR. HUNTER: It is to the Custodian, (reading).

(LETTER MARKED EXHIBIT NO. 17).

MR. HUNTER: Q: I produce a form called a J. P. Form, Mr. Yada. Is this your signature?

A Yes.

Q And the information contained in this was filled out in accordance with your instructions?

A Yes. It was done in a hurry when I went to register and they told me I had to declare it at one time

and I did it to the best of my knowledge.

Q But what went in here was information given by you? A: Yes.

MR. HUNTER: My lord, this is dated the 7th of April, 1942. It lists the real properties which are the subject matter of the claim and under paragraph No. 6, "Occupancy and Leases (If vacant so state)", it says, "Yes. Declarant's lawyer, F. Drewe Pratt, Bank of Nova Scotia Building, Vancouver, B.C., (602 West Hastings Street), has entire charge of this".

(J.P. FORM MARKED EXHIBIT NO. 18).

MR. PRATT: What do you call that form again?

MR. HUNTER: A J.P. Form, Mr. Pratt. That is all, my lord.

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

MR. PRATT: Well, there are just one or two things I would like to put to this witness.

I would like to put in evidence a letter from the Custodian to myself, a letter dated March 28th, 1944, from S.M. Gibson, Insurance Department, of the Office of the Custodian. (Reading).

(LETTER MARKED EXHIBIT NO. 19).

MR. PRATT: I tender, in support really of that, the original policy taken out on the 30th of March, 1943, in favour of the Secretary of State of Canada acting in his capacity as Custodian, in the amount of $5000.00 covering this property, my lord.

THE COMMISSIONER: Is there any need to file the actual policy as long as it is conceded there was $5000.00 insurance carried?

MR. HUNTER: On the store and dwelling, my lord, I believe that is correct.

THE COMMISSIONER: Yes. I don't think there is any need to file that.

MR. PRATT: I just wanted to establish that, my lord.

Now, my lord, from the evidence my friend has attempted to introduce, whether it calls for an explanation on my part as to these blinds or whether I should give evidence, the fact of the matter is that the Lims take the position that when they bought this property they bought these blinds and carpets. We have endeavoured to collect from them, and the Custodian has been so notified, without success. I might also add for the benefit of the Court that I have full authority to act on behalf of Mr. Yada; I had his power of attorney, for what that is worth, and we endeavoured to collect that and you will notice in my letter there of May, 1944, when I was orally advised the property had been sold, I asked for an explanation of what they had done with the blinds and carpets.

THE COMMISSIONER: All right. Thank you, Mr. Yada.

(Witness aside)

THE COMMISSIONER: You are through with this case?

MR. PRATT: Yes.

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hambleton

"G. HAMBLETON"
Official Reporter.

Case 55

DEC - 2 1947

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.

NOTIFIED

ACKNOWLEDGED

1763

Kootenay Lillooet

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

(1) NAME Gorozaemon Yada (RCMP) Reg. No. 06093
(Print) Surname Given Name

(2) Pre-Evacuation Address 701-4th Street East North Vancouver B.C.

(3) Present Address P.O.Box 206 Lillooet B.C.

(4) REAL ESTATE

(a) Street Address (if any) 701-4th St.E & 23&Lonsdale Ave, North Vancouver B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Lot 1 & 2 B.L. 24 D.L.273
701-4th street east, North Vancouver B.C.
Lot 1 B.L. 10 D.L.215 D.L 545
23 & Lonsdale Ave North Vancouver B.C.

(c) Type of Real Property (cross out words which do not apply):
(i) ~~Farm~~
(ii) Residence Type of business Retail Merchant (grocer)
(iii) Business
(iv) Any other type of property (describe) Vacant Lot (being started on $5000. Building)

(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.) Owner

(e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land 23st & Lonsdale Ave N.Van. - - $ 2000.00 1550.00
(ii) Buildings & Land at 701-4st E. N.Van. - - - - - - - - - - - - $ 12000.00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 14,000.00
(v) Amount at which Custodian sold property and credited your account - - $ 5685.82 6650
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 8,314.18 7500

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
701 - 4th street east North Vancouver B.C.

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

(c) How stored or packed at time of evacuation 3 years lease

(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") F.D.Pratt

602 west Hastings St. Vancouver B.C.

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

1.	Venetian Blinds	Estimated Value $ 50.00
2.	Carpets (laid in 5 rooms)	Estimated Value $ 500.00
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 $ 550.00

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) - $ 8864.18

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

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

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 British Columbia) TO WIT:)

I, Gorozaemon YADA of the Village
of Lillooet 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 Village of Lillooet, in the Province of B. C. this 25th day of November A.D. 1947.

Gorozaemon Yada

A Commissioner &c. A STIPENDIARY MAGISTRATE IN AND FOR THE COUNTY OF CARIBOO

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.

January 6th 1948.

Mr. Gorozaemon Yada,
P.O.Box 206,
Lillooet, B.C.

Dear Sir,

We notified you to appear at Lytton on Tuesday, Jan.13th to give evidence in support of your Japanese property claim. Please disregard this notice, as other arrangements are being or will be made as to when and where you will be required to appear before the Commission. In this connection we will advise you in due course. It will therefore not be necessary for you to appear on the 13th January.

Yours truly,

/r

SECRETARY

AW/W.

YADA, GOROZAEMON
(Claimant's Name)

REAL ESTATE
(Other than farm)

06093
Reg. No.

Lots 1 and 2, Block 24, D. L. 273,
701 East 4th Street, North Vancouver, B.C.

Type of Premises (e.g.House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
1 Storey frame and stucco building consisting of store, dwelling and warehouse.	8	frame and stucco.	General store and dwelling house.	100 ' x 137'	about 1910	

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Residential .	No record.	Store and dwelling re-built 1932 at approximately $5000.00 in 1938. Warehouse at- $1500.00 1938 Buildings painted.	$12,000.00

Comments re upkeep of premises:

EXHIBIT No. 5-5-1
DATE 9 Feb. 1948
FILED BY
J. Drew Brath

Comments re Appraiser's report not covered above:

Appraiser's report on value given as of November 6th, 1943 ~~and April 17th, 1944~~ Sale by Custodian made on April 24th, 1944, without further reports or inspection.

Rented April 1st 1942 @ $90.00 per month five year lease

Gorozaemon Yada
SIGNATURE

55-V.

YADA, (Claimant's Name)

REAL ESTATE
(Other than farm)

06093
Reg. No.

Lot 1, Subdivision "B" of Block 10 of Block 215, District Lot 545, N.W. Corner Lonsdale Ave. and 23rd Street, North Vancouver, B.C.

Type of Premises (e.g.House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
Vacant property, with excavation work for construction of building, for which permit issued.				60 x 140	May 15, 1941	

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Residential.	$550.00	excavation work for construction of building, for which permit issued, June 1st 1941 and Concrete forms erected for building 60 x 80 Water connected	~~$2,000.00~~ $1550.00

Comments re upkeep of premises:

EXHIBIT No. 5-5-2
DATE 9 Feb 1948
FILED BY J. Drew Pratt

Comments re Appraiser's report not covered above:

Has not taken into consideration money spent on excavating property for building.

SIGNATURE

YADA, GOROZAEMON.
(Claimant's Name)

PERSONAL CHATTELS

J.J.-3

06093.
Reg. No.

4 Venetian blinds and carpets in premises at 701-4th Street, North Vancouver, B.C.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
(1) Carpets for four (5) Rooms	Feb 17 1941	New.	$470.00	Good.	$500.00
	July 1941	"	140	"	
		Total	610.00		
(2) Four Venetian Blinds	July 1940	"	$52.00	"	50.00
				Total	$550.00

EXHIBIT No. J-J-3
DATE 9 Feb. 1948
FILED BY F. Drew Pratt

Description of Storage of Goods:

Left on above premises, and disposed of by Custodian when property sold.

General Statement as to Chattels not Described above:

Additional Comments , if any:

Custodian allowed above chattels to be acquired by purchaser of real property without receiving price or value of same.

Gorozaemon Yada
SIGNATURE

FORM 119A 25M-11-40

DAVID SPENCER LIMITED

ACCOUNTS DEPT.

№ 44197

Credit Mr S. Yada A/C No. Temp.

Address 701 E.W. N Van

EXHIBIT No. 55-4

DATE 9 Feb 1948

FILED BY F. Drew Pratt.

RECEIVED

From ✓ By P.K.

Cashier

Date	Amount	$ 470	00	Number
FEB 17 41		470.00		CAL. A 44197

EXHIBIT No. 55-5
DATE 9 Feb. 1948
FILED BY
J.W.G. Hunter

May 2, 1945

Mr. Gorozaemon YADA,
Reg. No. 06093,
Shalalth, B.C.

Dear Sir:

We have received from F. Drewe Pratt a cheque for $17.28 in payment of goods which were sold by you to Mrs. Goodmurphy

We understand from Mr. Pratt that you have made settlement with Mr. Lim in regard to the venetian blinds and carpet which were left at 701 East 4th Street, North Vancouver.

Will you kindly confirm that this accounts for all your real and personal property in the Protected area with the exception of the vacant land at 23rd and Lonsdale Avenue, North Vancouver.

We have received from Mr. Pratt a bill of $10.00 against you for services. If this is correct, will you kindly advise us and we will pay same.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

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. T. Lawson

EXHIBIT No. 55-6
DATE 9 Feb. 1948
FILED BY
J.W.G. Hunter

1763

May 25, 1945

Mr. Gorozaemon YADA,
Reg. No. 06093,
Shalalth, B. C.

Dear Sir:

We would appreciate receiving a reply to our letter of May 2nd in regard to Mr. Pratt's account and also as to whether you have made a settlement with Mr. Lim in regard to the venetian blinds and carpet that were left in your premises at North Vancouver.

Yours truly,

G. D. Milsom
ADMINISTRATION DEPARTMENT

GDM/GH

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. T. Larsen

EXHIBIT No. 55-7
DATE 9 Feb. 1948
FILED BY
J.W.G. Hunter

Gorozaemon Yada

Reg. #06093

Shalalth, B.C.

Office of Custodian

G.D. Milsom Dept.

Dear Sir:

I have written Mr. Pratt regarding my venetian blinds and carpets, but have had no reply, asking him to get the best possible price for me, which cost nearly $700.00 in 1941.

Regarding his fee for service will pay him when this is settled.

I have made no settlement with Mr. Lim regarding Blinds & Carpets which was lease to him when we evacuated in April 1st 1942. I would appreciate an early settlement.

Your truly,

"G. Yada"

#06093

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. T. Lauer

EXHIBIT No. 55-8
DATE 9 Feb. 1948
FILED BY
J.W.G. Hunter

1763

May 31st, 1945.

Mr. F. Drewe Pratt,
Barrister and Solicitor,
602 West Hastings Street,
Vancouver, B.C.

Dear Sir:- Re: Gorozaemon YADA
701 East 4th St. North
Vancouver, B.C.

In regard to your letter of April 26th Mr. Yada has now written us that he has not come to any settlement with Mr. Lim regarding the blinds and carpets, and advises us that he has asked you to get the best possible price for him.

He states that when this settlement is made, he will authorize payment of your account.

Yours truly,

G.D. Milsom,
GDM/DD Administration Department.

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. T. Lawes

EXHIBIT No. 55-9

DATE 9 Feb. 1948

FILED BY

J.W.G. Hunter

Gorozaemon Yada,
Reg. #06093
Shalalth, B.C.
Oct. 5/45

Office of Custodian
Vancouver, B.C.
File #1763

Dear Sir

Re your letter of Oct 2 - 1945 I would like a settlement first on my house, revenetian blinds and carpets before Mr. Drewe Pratt is paid for his legal services.

This carpet was laid down in 1941 at the cost of 600.00 and it was leased to William Lim for two years in 1942. The house & property was sold in 1944.

Is it up to the Custodian to have these matters settled up for us. Otherwise inform Mr. Drewe Pratt that I want immediate action on my venetian blinds and carpets.

I would appreciate an answer soon as possible. Thanking you for your letter. I remain.

Yours truly,

"Gorozaemon Yada"

mw

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. T. Larson

EXHIBIT No. 55-10
DATE 9 Feb. 1948
FILED BY
J.W.G. Hunter

F. DREWE PRATT
Barrister at Law, Solicitor
Notary Public

Bank of Nova Scotia Building
602 Hastings St. West

VANCOUVER, B.C.

JUne 15th, 1942.

Custodian of Enemy Property
506 Royal Bank Bldg.,
Hastings and Granville Sts.,

Dear Sir: Re Yada, Gorozaemon
Your No. 1763

I beg to refer to your letter of the 1st instant herein. In connection with this man's property I am now advised that he has left the defence area and has taken up residence at Shalalth P.O. Bridge River, B.C.

This man's property at North Vancouver consisting of a grocery business and dwelling house was on the 1st of April leased to James Y. Lim and Fred Hunt and at the same time these gentlemen purchased the stock and fixtures of the grocery business heretofore carried on by Mr. Yada. At the same time Mr. Yada executed a power of attorney in my favor with instructions to manage the property. That is, out of the rents totalling $90.00 a month I am to pay the taxes and such other assessments as are levied against the property, and to look after the repairs to same. The balance is to be deposited in Mr. Yada's Savings Account No. 441 in the royal Bank of Canada

North Vancouver. For these services I am to receive $5.00 a month.

Will you kindly advise me if this arrangement is satisfactory to you.

I am,

Yours very truly,

"F. Drewe Pratt"

mw

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. I. Larsen

F. DREWE PRATT
Barrister at Law, Solictor
Notary Public

EXHIBIT No. 55-11
DATE 9 Feb. 1948
FILED BY
J.W.G. Hunter

Bank of Nova Scotia Building
602 Hastings St. West

VANCOUVER, B.C.

June 3rd, 1944.

(ATTENTION MR. PETERS)

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

Your file #1763
Re: Gorozaemon Yada
701 East 4th Street,
North Vancouver

Dear Sir:

With reference to your notification to me that you have disposed of the above man's property at North Vancouver, I have today been advised by Mr. Yada that while in the City he has been endeavouring to obtain possession of the carpets installed by him on the premises at an outlay of approximately $740.00, and the venetian blinds at a cost of $52.00. The purchaser, whom I understand is one Jim Lim, refuses to deliver up the carpets and blinds and contends that they were included in the sale by you to him of the real property. In your letter to me of the 22nd ultimo you advised that you only sold the real property. I would appreciate an assurance from you that you have not disposed of the chattels in question.

I also wish to bring to your attention that when the property was leased on February 1st, 1942 by Mr. Yada to James Yuen Lim and others, he conceded the sum of $25.00 in order that they could make certain alterations to the front of the store. These alterations were never made and the tenants, in my opinion, should return the sum of $25.00 that was retained by them. Will you kindly therefore let me know what settlement has been made with the tenants when they gave up possession of the property.

I am,
Yours truly,

FDP:G

"F.D. Pratt"

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

EXHIBIT No. 55-12

DATE 9 Feb. 1948

FILED BY

J.W.G. Hunter

1763

June 6th, 1944

F. Drewe Pratt, Esq.,
Barrister At Law,
602 West Hastings St.,
Vancouver, B.C.

Dear Sir:

Re: Gorozaemon YADA,
701 East 4th St.,
North Vancouver.

Referring to your letter of June 3rd, we took up with Mr. Messenger of H. D. Campbell, who is agent for Jim Lim, the matter of the carpets and venetian blinds at 701 East 4th Street, North Vancouver. Mr. Messenger advises us that he has discussed this matter with you in regard to making a settlement and that you should be in a position within a few days to advise us of the result of your discussions.

In regard to the $25.00 conceded Lim for alterations to the front of the store, we have no knowledge of this arrangement and would suggest that you take this up with Mr. Messenger when arranging the other matters.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

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

DATE: March 24, 1948

B. I. Larsen

EXHIBIT No. 55-13
DATE 9 Feb. 1948
FILED BY
J.W.G. Hunter

1763

November 9th, 1945.

F. Drewe Pratt, Esq.,
Barrister & Solicitor,
602 West Hastings Street,
Vancouver, B.C.

Dear Sir:- Re:- Gorozaemon YADA,
Reg. No 06093

We are again in receipt of a letter from YADA referring to venetian blinds and carpets involving William Lim. In reviewing that portion of the file relating to these matters it is noted that YADA claims not to have received settlement for these chattels. We quote from his recent letter as follows:-

Drewe
"inform Mr./Pratt that I want immediate action on my venetian blinds and carpets".

Your attention and early reply will be appreciated.

Yours truly,

B.R. Dusenbury,
BRD/DD Administration Department

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. T. Lawson

EXHIBIT No. 55-14
DATE 9 Feb. 1948
FILED BY
J.W.G. Hunter

1763

November 17th, 1945.

F. Drewe Pratt, Esq.,
Barrister & Solicitor,
602 West Hastings Street,
Vancouver, B.C.

Dear Sir:- Re:- Gorozaemon YADA,
Reg. No. 06093

Please refer to our letter of the 9th instant in respect to the above Japanese and venetian blinds and carpets, and favour us with an early reply.

We have another letter from this Japanese in regard to this matter and shall appreciate it very much if you will co-operate with us in reaching a settlement.

Yours truly,

B. R. Dusenbury,
Administration Department.

BRD/DD

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

DATE: March 24, 1948

EXHIBIT No. 55-15
DATE 9 Feb. 1948
FILED BY
J.W.G. Hunter

1763

December 3rd, 1945.

Mr. Gorozaemon YADA,
Reg. No. 06093,
Shalalth P.O.
Bridge River, B.C.

Dear Sir:- Re- Venetian Blinds and Carpets
Mr. Drewe Pratt

On receipt of your letter of the 5th and 14th ultimo regarding the above, we wrote to Mr. Pratt on both occasions but have not had any reply. As you were dealing through him in respect to these chattels we hesitate to do other than to write to him as we have already done. In the meantime we are withholding payment to him of the bill for $10.00, which he has sent to us for his services in your behalf.

Yours truly,

B.R. Dusenbury,
Administration Department.

BRD/DD

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. I. Larsen

EXHIBIT No. 55-16
DATE 9 Feb. 1948
FILED BY
J.W.G. Hunter

1763 March 7th, 1946.

Mr. Gorozaemon YADA,
Reg. No. 06093,
Shalalth P.O.
Bridge River, B.C.

Dear Sir: - Re:- Venetian blinds and carpets-
re F. Drewe Pratt

We telephoned to Mr. Pratt today and endeavoured to get this matter straightened out and closed. He stated that he had written to William Lim several times about a settlement, but had received no reply. Mr. Pratt has now promised us that he will write to you explaining the situation and asking for your instructions.

We trust that this will soon be brought to a conclusion.

Yours truly,

B. R. Dusenbury,
Administration Department.

BRD/DD

744

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.T. Larsen

EXHIBIT No. 55-17
DATE 9 Feb. 1948
FILED BY
J.W.G. Hunter

May 19th, 1944.

(ATTENTION MR. PETERS)

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

Dear Sir: Your file #1763 - GOROZAEMON YADA
701 East 4th St. North Vancouver

I beg to confirm advice from your Mr. Peters of this date to the effect that you have now sold the above property which I understand comprises residence and store on Lots 1 and 2, Block 24, D.L. 273, for $5,200.00

On behalf of my client I wish to place myself on record in protesting against the sacrificing of this property at that price. The rental of $90.00 a month, with taxes of not more than $150.00 a year, would indicate that the property is worth far more than the price you have now obtained. I would appreciate it if you would let me have particulars of the appraisal you have had of this property, as it is my intention to have this matter further investigated, as I feel an injustice has been done to Mr. Yada in selling this property at such a low figure.

Will you kindly advise me what this sale includes; have you taken steps to protect Mr. Yada's ownership in the fixtures in the house and store?

I am,

Yours very truly,

FDP:G

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. Larsen

FORM "JP"

FILE No. 1763
EXHIBIT No. 55-18
DATE 9 Feb. 1948
FILED BY J.W.G. Hunter

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: YADA Gorozaemon

HOME ADDRESS: 701 E. 4th St., Vancouver, B.C.(1149 Semlin Dr.Vancouver,B.C.)

REGISTRATION NUMBER 06093 SEX: M AGE: 29

OCCUPATION: Storekeeper-Grocer.

(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: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Kimi "file 8565 no chattels"

ADDRESS OF WIFE OR HUSBAND: 1149 Semlin Dr., Vancouver, B.C.

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: None

AGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: (1) 2 Lots at 701 4th St. East, North Vancouver, B.C.
(2) 1 lot at 23rd & Lonsdale Ave.,North Vancouver,B.C.
Both residential blocks, all cleared. Declarant came unprepared and therefore is not able to furnish full information offhand. He has promised to furnish official definitions at the earliest possible moment.

2. BUILDINGS AND OTHER IMPROVEMENTS: On the 2 lots at 701 4th St. East, N.Vanc.: one house and store under 1 roof, wood frame bungalow. Living quarters 8 rooms; store, one large room and one stock room.

3. INSURANCE (Give particulars; state where policies are) Pacific Coast Fire Insurance Co.: Fire Insurance on the above building $5000.00 Premium about $47.00 P.a., premium paid up to April 1943. Policy No. unknown, policy at home.

4. TAXES (Amount and where payable) $130 p.a., 1942 tax paid. City of North Vancouver, B.C.

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

6. OCCUPANCY AND LEASES (If vacant so state) Yes. Declarant's lawyer, F. Drewe Pratt, Bank of Nova Scotia Bldg., Vancouver, B.C.(602 W. Hastings St.), has entire charge of this.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In declarant's Possession at 1149 Semlin Drive, Vancouver, B.C.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None

9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 1149 Semlin Dr., Vancouver, B.C. 6 roomed 2 storeyed dwelling house.

2. LANDLORD'S NAME AND ADDRESS: Mr. Y. Hirano, 1149 Semlin Dr., Vancouver, B.C.

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

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None

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

STATEMENT OF PERSONAL PROPERTY OWNED:

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

At 701 E 4th St., North Vancouver, B.C.: Furniture & household effects, including: one Hotpoint Electric Range, 1 Wood Range, 1 lg. Carpet covering 5 rooms, 3 beds, 3 piece Chesterfield suite, 1 Piano, kitchen utensils etd.
At Crone Storage, Beatty St., Vancouver, B.C.: 1 bedroom suite, 1 Singer Electric Sewing Machine, 6 boxes of Silverware.
Lent to Mr. J. Baird, 31st & McKenzie St., Vancouver, B.C.: 1 Frigidaire.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

FORM "JP FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: On the furniture etc., at 701 E 4th St., N. Vancouver, B.C.: $1000.00 Fire Insurance, Pacific Coast Fire Insce. Co. Prem. $8.00 P.a. paid up to April 1943. Policy No. unknown. Policy at home.

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

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

None

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

$100 Victory Bond (1941) $50 War Savings Certificates) In owner's possession.
$50 Victory Bond (1942))

8. BANK ACCOUNTS: ($10,000.00 Royal Bank of Canada, North Vancouver, B.C. Pass book--Y41
($ 2,000.00 Bank of Montreal, North Vancouver, B.C. Pass book - none

9. LIFE INSURANCE: $5000 Sun Life Assnc. 20 yrs. End. Prem. $242 p.a., arrears will be paid up shortly. Beneficiary - father, Mr. S. Yada, in camp at Hope, B.C. Policy number unknown, policy at home. - $7000 Mfrs. Life Ins. Co., 25 yrs. End. Prem $207 p.a. paid up to date. Beneficiary - father, Mr. S. Yada, in camp at Hope, B.C. Pol. No. unknown

10. INTEREST IN ANY ESTATES OR TRUSTS Policy at home.

None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS:

2. TRADE DEBTS:

(**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.**) Not on original sheet.

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 7th day of April 194

(Signature) " G. Yada"

"Geo. Hunt"
Witness

FOR DEPARTMENTAL USE

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 Larsen

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO

FILE No. 1763

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

EXHIBIT No. 5-5-19

DATE 9 Dec- 1948.

FILED BY

F. Drew Pratt.

March 28th, 1944

F. D. Pratt, Esq.,
602 West Hastings St.,
Vancouver, B. C.

Dear Sir:

Re: Gorozaemon YADA

Enclosed please find copy of Pacific Coast Fire Policy No. 187725 covering for $5,000.00 on building situate and being No. 701 Southeast Corner of Queensbury Avenue and Fourth Street East, North Vancouver, B.C.

Yours truly,

S.M.Gibson

S.M.Gibson
Insurance Department

SMG:KT
Encl.

NORTH VANCOUVER REALTY (E. N. COPPING) LTD.

143 Lonsdale Avenue,
NORTH VANCOUVER, B.C.

November 6th, 1943.

F. G. Shears Esq.,
Director,
Department of the Secretary of State,
Japanese Evacuation Section,
Vancouver, B.C.

EXHIBIT No. 55-20
DATE 24 June 1949.
FILED BY D. J. Brindwood

re File No. 1763,
Cat. Nos. 434 & 435,
Lots 1 & 2, Block 24, D.L. 273.

Dear Sir:-

The above two parcels can only be valued as one unit, the buildings thereon occupying a considerable portion of both lots.

The property consists of two lots 100' by 137' at the S.E. corner 4th. and Queensbury Avenue on which is a one storey frame and stucco building consisting of store, dwelling and warehouse.

The building has evidently been enlarged and improved from time to time, and the business was approximately first established some 30 years ago. We understand the present occupant pays a rent of $90.00 a month on lease.

The roof over the older portion of the building, particularly the dwelling evidently leaks badly and is in need of thorough repair. The foundation and drainage under this same portion need attention and there is evidence of dry rot in places. The heating plant appears very inadequate.

We value the entire property No. 434 and 435 at $5500.00.

Yours very truly,

"E. N. COPPING"

E. N. COPPING.

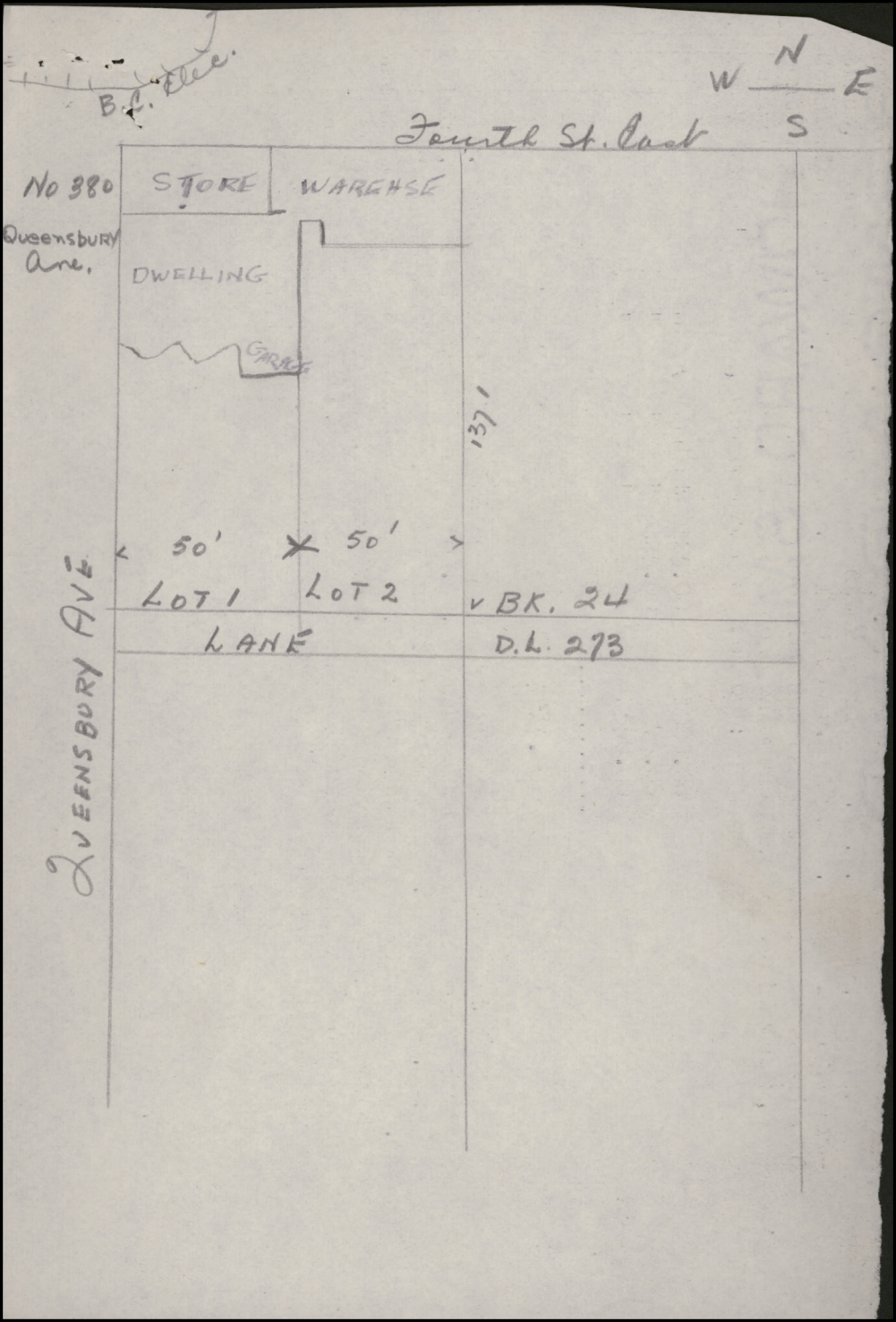
C/C

Rough sketch enclosed.
If you desire more detailed description of the building (interior) please let me know.

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

March 27, 1950.

G. Mannington


B.C. Elec.
W N E S
Fourth St. East
No 380
STORE
WAREHSE
Queensbury Ave.
DWELLING
GARAGE
137'
50'
50'
LOT 1
LOT 2
BK. 24
LANE
D.L. 273
QUEENSBURY AVE

NORTH VANCOUVER REALTY (E. N. COPPING) LTD.

143 Lonsdale Avenue,
North Vancouver, B.C.

17 April 1944

F.G. Shears Esq.,
Director,
Department of Secretary of State,
Japanese Evacuation Section,
Vancouver, B.C.

EXHIBIT No. 55-20
DATE
FILED BY

re File No. 1763
Cat. Nos. 434 & 435
Lots 1 & 2/24/273.

Dear Sir,

Following your letter of 21st February, and our more recent telephone conversation, I have been reviewing my report on the above, dated 6th November last.

In arriving at a figure of $5500.00, I felt at the time that sufficient allowance had been made for necessary repairs. However it might be fairly argued that my allowance was too low. It was pointed out in my letter that the roof over the older portion of the building evidently leaks badly, that foundations and drainage under this same portion require attention, that there is evidence of dry rot in places, and that the heating plant, judged from occidental standards, appears inadequate.

One feature which I overlooked at the time, and for which possibly some allowance or deduction should be made, is that of the plumbing system. This though satisfactory from an Oriental point of view, does not measure up to ordinary standards. To wit, there is an excellent Pembroke bath tub in the house, but it is set up in the basement; and for most people much of the plumbing system would need to be altered.

Taking into consideration the above, and making a more generous allowance for necessary repairs, I think for a cash sale we might make the value, $5000.00 to $5100.00.

Yours truly,

"E.N. COPPING"
E.N. Copping

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

March 27, 1950.

G. Harrington

F. Drewe Pratt
BARRISTER AT LAW, SOLICITOR
NOTARY PUBLIC

CABLE ADDRESS "MACMOR"
VANCOUVER, CANADA
TELELPHONE: TAtlow 1051

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B. C.

November 29, 1947.

A. Watson, Esq.,
Secretary to Commission,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:-

Re - Gorozaemon Yada
(RCMP Reg.No. 06093)

1 yellow

On behalf of the above I enclose form of claims, in duplicate, completed by Mr. Yada as of the 25th instant.

Will you kindly acknowledge receipt and advise me if the same are in order, and when you anticipate the hearing will be held.

I am,

Yours very truly,

FDP/W.

Encls.2.