Name of Claimant DOI, Tomoaki Case 71

Custodian File 19835

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	
					1767.		839.03				839.03

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	
			25.00 917.94	660.05	25.00	635.05

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	
103.75	37.10	11.13	35.67%	23.50	8.38	20.00	2.40	21.91

TOTAL RECOMMENDATION 1495.99

1540

CASE NO: 71.

JAPANESE PROPERTY CLAIMS COMMISSION.

Kamloops, B.C.,

February 12th, 1948.

IN THE MATTER OF THE CLAIM OF

TOMOAKI DOI.

PROCEEDINGS AT HEARING.

Original.

CASE NO; 71.

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 12th, 1948.

IN THE MATTER OF THE CLAIM OF

TOMOAKI DOI.

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.
D.J. HANFORD, Esq.,	Official Interpreter.
G. HAMBLETON, Esq.,	Official Reporter.

MR. McMASTER: My lord, I suggest that this be translated.

TOMOAKI DOI, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

MR. McMASTER: My lord, if I might refer to the claim form before proceeding, referring to the list of chattels on the back of the claim form. He has claimed for 10 gallons of paint and 10 gallons of shingle stains. The Custodiam admits having received and sold six gallons of paint and 10 gallons of shingle stain, and if those four gallons were abandoned, the claim which the claimant makes would not be very much greater than the sales price, accordingly I am instructed to abandon the claim for the paint.

THE COMMISSIONER: Very well.

MR. McMASTER: With regard to the claim for the fishing boat appearing on that statement, I am instructed to abandon that subject to any amendment to the Order in Council. That is in between, my lord, on the back, just after the "N.B." note. "1 fishing boat, value $800.00".

THE COMMISSIONER: I see.

MR. McMASTER: Now, my lord, with respect to the credit to the Custodian I would like to say this: This claimant never received auction sheets showing what his goods were sold for in detail. He did get a statement of account which totalled, I think, roughly $101.00, shown as receipts from sales of goods. Then after that statement he had somebody

money on hand and they were paying $50.00 a month to him. In a letter following that they advised that they were enclosing their $50.00 and that the balance now stood at so much, and the difference between that balance and the last balance they had given him was not $50.00, so he took it that they must have received another $26.00, and that is the way in which he arrived at $127.46. That figure, however, my lord, is apparently not correct from the statement the Custodian now gives me and I will refer later to the fact that he advised in the statement that he is going to make in Court today that certain of the goods that were sold were not his, and he is quite prepared to have that money either paid back to the Custodian or taken out of his account, or whatever the proper procedure may be. Also, by reason of abandoning the case, that item of sale will not enter into it.

Now my figuring on what should be the proper deduction is $111.75. I wonder if my friend would confirm it.

MR. SHEARS: Taking out $21.00 for the paint.

MR. McMASTER: Twenty-one plus $15.50.

MR. SHEARS: $36.50.

MR. McMASTER: Yes.

MR. SHEARS: $48.50.

MR. McMASTER: $45.75 that he admits isn't his.

MR. SHEARS: $82.25. What do you make the amount?

MR. McMASTER: I make it $111.75.

MR. SHEARS: Yes.

THE COMMISSIONER: You amend the figure from $147.46, to --

MR. McMASTER: It should be $111.75, my lord.

THE COMMISSIONER: All right. What is your total chattel claim now with the $54.50 out? That will be $1225.19, is that right?

MR. McMASTER: That is correct, my lord, less $111.75. I make the net $1113.44.

MR. SHEARS: Right.

THE COMMISSIONER: The real property claim remains as is.

MR. McMASTER: Remains the same, my lord.

THE COMMISSIONER: Yes, proceed.

MR. McMASTER: Might I have the claim form, Mr. Secretary?

(Handed to Mr. McMaster).

DIRECT EXAMINATION BY MR. McMASTER:

Q Witness, is this your signature on the claim form and did you swear that declaration?

THE INTERPRETER: A: Yes.

MR. McMASTER: My friend has asked me to file on his behalf the Soldier Settlement Appraisal, my lord, Exhibit No. 1.

(APPRAISAL MARKED EXHIBIT NO. 1).

Q Witness, did you instruct me to prepare this statement with regard to your real property and give me the information that is contained therein?

A Yes.

Q Is that your signature on the document?

A Yes.

Q And do you say that the statements contained therein

are true, to the best of your knowledge and recollection? A: Yes.

MR. McMASTER: Exhibit 2, my lord.

(STATEMENT MARKED EXHIBIT NO. 2).

MR. McMASTER: My lord, I would draw attention to the fact the property is situated on No. 2 Road at Steveston. It is half an acre of land with a 28 x 30 dwelling on it, full cement basement. The property was purchased as vacant land in 1939 or 1940.

THE COMMISSIONER: Purchased in 1939.

MR. McMASTER: '39 or 1940, my lord.

THE COMMISSIONER: Yes.

MR. McMASTER: Q: Witness, I notice that you haven't included in this statement the cost price of this land. Do you remember what the cost price was?

A $300.00 an acre.

THE COMMISSIONER: Wait a minute. It is half an acre.

MR. McMASTER: I see. The reason, my lord, is explained down below, that he purchased the whole acre for $350.00 and he subsequently sold half of it.

THE COMMISSIONER: I see.

MR. McMASTER: It is in the residential district of Steveston. Then, after purchasing the land, as shown in the statement, he sold half of it for $175.00. He then constructed a house on the premises in 1940 at an approximate cost of $2775.00 and in 1941 built a double garage at an approximate cost of $100.00 and he cleared the land and planted the fruit trees and put in a

garden and landscape. He also built a bridge across the dyke to give an entry into the property.

Now he points out in the statement, my lord -- I would just draw attention to it -- that the portion of the land which he sold was the back half of the land, that is he kept the part that was facing on the main road, and he sold that for $175.00. He considers, therefore, that the front portion was of greater value, and he had put these additions that are referred to, improvements, on the land.

Q Now, witness, did you also ask me to prepare for you a statement with regard to the personal property for which you are making a claim?

A Yes.

Q Is that the statement? A: Yes.

Q And that is your signature on it?

A Yes.

Q And the supplementary statement that was attached, you also instructed me to draw?

A Yes.

Q Are the statements contained therein true to the best of your knowledge and recollection?

A Yes.

MR. McMASTER: I file that as the next exhibit, my lord.

(STATEMENT MARKED EXHIBIT NO. 3).

MR. McMASTER: My friend has asked me to file on his behalf the analysis of personal property claim of the Custodian. I file this as Exhibit 4.

(ANALYSIS MARKED EXHIBIT NO. 4).

MR. McMASTER: My lord, in Exhibit No. 3 the claimant

has set forth his claim on a form which is headed, "Fishing Vessels", "Gear and Equipment". That is as a matter of convenience. The next statement refers also to other personal property that he left, the details of his fishing nets and equipment appear on that page and on the supplementary statement referred to, I wish to draw your Lordship's attention to certain of the matters in there.

THE COMMISSIONER: I would just like to see what this personal property claim means. The $680.00 value on the upper half covering nets, and the lower half is an additional claim I take it, is that so?

MR. McMASTER: Yes, my lord. The first statement there deals with the nets that are referred to in the statement of claim.

THE COMMISSIONER: Yes.

MR. McMASTER: And the second part appearing on that sheet refers more to equipment rather than nets, that is, to lines and twine, and that type of thing.

THE COMMISSIONER: Yes, that is $307.00 on the second half.

MR. McMASTER: And then in the statement that is annexed, he refers to certain personal chattels which come to $257.25.

Now I see, my lord, on the second page of the annexed statement, that he has repeated 1 bluestone tank that was already on the yellow sheet, so that might be struck out.

THE COMMISSIONER: Well that is not included in the $257.25.

MR. McMASTER: No, my lord, it is just underneath that.

THE COMMISSIONER: Well, that makes a greater chattel claim than you are claiming in your claim form.

MR. McMASTER: I don't think so, my lord. It shouldn't.

THE COMMISSIONER: Unless my mathematics are wrong, I make it $1244.19.

MR. McMASTER: What did you --?

THE COMMISSIONER: $1244.00.

MR. McMASTER: I am sorry, my lord, the nets at the top of the page.

THE COMMISSIONER: Oh, $680.00. I can't make it any less.

MR. McMASTER: That is right, my lord. Well, we'll have to take the value at $610.00 respectively. It says in his statement they were worth $680.00 but he has put in his claim for $610.00.

THE COMMISSIONER: Well even that doesn't make it $1225.00. There is only $20.00 difference. You are claiming, as you gave me it, as you amended the claim, a total of $1225.19, and the total on your statement, Exhibit 4, is $1245.19. There seems to be a difference of $20.00.

MR. McMASTER: Yes. The reason appeared to be, my lord, because on these items appearing on the claim form, the lead-lines and the --no, the cork lines, I guess it is -- no, the leadlines, he has reduced the amount of the claim. You will notice it shows the six leadlines set out in two batches, three leadlines and three leadlines. The total there is $70.00 instead of $120.00 as appears on

his claim form.

THE COMMISSIONER: Well, the claim form, six leadlines is $120.00, and Exhibit 4, three cork lines with floats total $120.00.

MR. McMASTER: Yes, my lord. Well that is not the same item, my lord, it is up above at the top, in the middle part under "other gear". First of all, there is the bluestone tank, then there are three leadlines and three leadlines and the total value there is $70.00.

THE COMMISSIONER: Yes, I see, that is right.

MR. McMASTER: Whereas it is shown on the claim form at $120.00, I believe.

THE COMMISSIONER: That will put you further out the other way, though.

MR. McMASTER: That is right, my lord.

THE COMMISSIONER: You have only to account for $20.00.

MR. McMASTER: Well I am sure my friend will find that if I don't.

MR. HUNTER: I have no objection, my lord.

THE COMMISSIONER: Supposing we leave this until you can make the calculations later , if you wish to.

MR. McMASTER: Thank you, my lord.

Now I would like to refer to this statement that is annexed to Exhibit 4, my lord. A difficulty arises in this case, or a possible difficulty, with regard to the man's goods and chattels and the statement that the Custodian has no record of some of it. The situation that arose apparently with regard to his chattels was this: He entered

into a rental arrangement with Mr. Egan with respect to his premises and the statement which the claimant gives here is that he went to a Mr. King in Steveston who either was at that time, or subsequently became, an agent of some sort of the Custodian. I don't think it is material in this case whether at that time he was an agent or not. He asked Mr. King to draw a lease. Mr. King apparently drew a lease and when this man returned with Mrs. Egan and with his Interpreter, his interpreter read to him the lease and he found that Mr. King had included his household effects. What the claimant says is that he told Mr. King he didn't want the man to have his household effects and that Mr. King said, "Well I'll draw another document which will only give him the right to use the stove", which the claimant was prepared to have happen. His recollection is that he did draw another document right then which he had the claimant sign , and he signed both the lease and that.

Now Mr. Egan was not present and Mrs. Egan was to take these documents home and have them signed by her husband. Subsequently Mr. King handed him an envelope with the document in and when he opened it he found that it only contained the lease which he had signed. He states that he went back to Mr. King and asked him what about the other document, and Mr. King said that he would get the form.

Now the claimant, then, when he was required to sign this J.P. form, drew that information to the attention of the person that was taking the J.P. Form -- and I will file that, my lord -- and it shows that he explained in part, at least, that situation to the person who took his J.P. Form and your Lordship can see what appears on there.

He then says that he gave the lease to the man who was doing his translation for him and told him to try and get the other document from Mr. King. Not having heard anything from him he says in his statement that he 'phoned Mr. King twice from Bridge River.

THE COMMISSIONER: Well we can put it down to this, that he says the inclusion of the chattels in the lease, or whatever the document was, was made by mistake and he said there was no intent to grant that.

MR. McMASTER: Yes, my lord, and he gives his explanation here and I intend to file a certain amount of correspondence which took place between the Custodian and this man to support it.

THE COMMISSIONER: All right, we can leave it at that.

MR. McMASTER: Now it becomes material, particularly, my lord, with regard to his lets -- and there is other correspondence which either I will file or I imagine my friend will file with regard to that. He makes this statement, "I cannot understand the allegations which my counsel advises me are contained in the Custodian's file that the nets were in a

heap in the basement", because he said he hung about half his nets in the basement properly and boarded them so the mice or rats wouldn't get at them, and that the others he left upstairs in a room with his other things. As the correspondence will indicate, my lord, the nets apparently got into some difficulty before they finally got disposed of at a very small price.

Now the other factor with regard to page 2 of this supplementary statement that I draw to your attention, my lord, is that the claimant was married in the States in June, 1939 -- I understand that should be October, 1939,-- and which is put forward in verification, or rather as explanation of the newness of some of his things, and also the fact that they are stated to have been present.

He also points out at the foot of that page that three of his friends stored goods in his house, one of them, Mr. T. Minėoka, stored his in his basement and the claimant believes that he put tags on all of them, and he was not a fisherman and had no nets; and then T. Myzutani put his things in another room upstairs and he put tags on his, and he had no nets; and H. Okano put his things in the same room as this other man, and he understands he put tags on them and he had no nets but he had a quantity of net twine. The claimant says that this man Okano put his net twine in a box and marked it with his name.

Then he explains on the third page that

he had never had a detailed statement from the Custodian with regard to the goods that were sold and he says that these three items, the chesterfield is not his, and he was credited with $21.00; the Coleman heater was not his, he was credited with $17.50; and the two leather easy chairs were not his and he was credited with $20.75, making a total of $45.75 which he is prepared to pay back to the Custodian, and he indicates whose property he thinks those things were.

I would ask my friend to be good enough to produce the J.P. Form.

Q Witness, I produce to you a document. Is that your signature on this document?

A Yes.

Q And attached to it is an inventory. Is that your signature appearing on each copy of the inventory?

A Yes.

MR. McMASTER: This is the J.P. Form, my lord, dated the 18th day of June, 1942, with a two-page inventory attached. I particularly want to draw attention to the statement of personal property section where it states, "See attached list" and then "N.B. Property of claimant has been stored upstairs of his house with the exception of some leadlines and cork lines which have been set aside in the basement. Declarant states that the agreement he made with tenant was that the furniture was not to be used and only the downstairs rented. However, on the lease the renting of the house

includes the furniture and fixtures of same". Then there is an ink statement, "Declarant will have these corrected".

I file that as Exhibit 5, my lord.

(J.P. FORM MARKED EXHIBIT NO. 5).

MR. McMASTER: My lord, I have asked the Custodian to be good enough to produce certain correspondence. I don't want to read all this correspondence, but there are some portions of it to which I think I would like to refer. There is a letter here--

MR. HUNTER: My lord, I don't wish to seem technical at all, but I presume Mr. McMaster is proposing to put in these letters. Now some of these letters have been written by the claimant to us and some by us to him, and those can doubtless be proved or proven. But the ones like this one of Mathers' to the Custodian I don't think my friend is in a position to prove and I don't think I am. If it is going to be admitted -- and I have no objection at all --I think we should have some understanding that correspondence from the Custodian's file then can be admitted. But I don't see why he should put in a letter like this that hasn't been proven and then raise the same objection when I wish to do something.

Personally for the information of the Commission, I think anything in the file should go in for what it is worth, but I don't wish this to be fish one time and flesh the other.

THE COMMISSIONER: Well now, yesterday we were faced with

a situation where there appeared to be information on the file in regard to something that had developed in the absence of the claimant. I admitted those inter-departmental reports because I felt that a hardship would be done the claimant if he could not use that method of proof, and particularly since there is no possibility of discovery being obtained of the Custodian.

As I said yesterday I did not propose to make that ruling a precedent in regard to any other claim, nor will I make any general ruling in regard to the admissibility or otherwise of the contents of the Custodian's files. There may be some instances when they will be admitted, such as the situation which developed yesterday, but generally speaking I don't think it can be given great value.

What you have in mind now, I don't know, Mr. McMaster.

MR. McMASTER: Perhaps my friend would admit in this case that an inventory was taken by their representative and was found to correspond with the inventory which the claimant had supplied the Custodian with.

MR. HUNTER: Well, this is exactly the same situation I was meaning, my lord. Personally I wanted to produce this letter but I didn't think I could. I have no way of proving it at all. It is not signed, it is headed "J.T. Mather" on the letterhead, and it comes to the Custodian's office. Unless I produce someone, the author, or Mather himself, I

can't prove it; therefore, I wasn't proposing to do so. But if this kind of thing will be helpful or of some value, I am only too happy for it to be in for what it is worth. I don't know whether what he says there is true or not; all I can do is judge from the letter, the same as my friend.

THE COMMISSIONER: What is it you are sekking to prove by this correspondence?

MR. McMASTER: My lord, the thing is simply this, that an inventory was taken in August, 1942, by a representative of the Custodian, which he attaches to this letter, that is the matter of some dispute apparently, and which corresponds in almost complete detail with the list that the Custodian had produced.

THE COMMISSIONER: You are content that that letter should go in, are you, Mr. Hunter?

MR. HUNTER: I have no objection -- anything in our file, my lord.

THE COMMISSIONER: You see, both of you seem to be doing a lot of worrying over minute detail that is going to be quite impossible for me to take into consideration when I finally come to pass upon these claims. Now it is, to my way of thinking, perfectly ridiculous to go into a lot of finicky detail in claims of this description when there isn't the slightest hope that I am going to be able to deal with everyone of these claims as I would do in a claim in a lawsuit tried in Court. I think counsel must appreciate the impossibility

of dealing with 1480 claims on any such basis as that.

MR. HUNTER: My lord, that is the very point I am making. In many cases I feel there is something in the file here that may be helpful to your Lordship and to all of us as far as getting a clear understanding is concerned, but I am not in a position to prove it. And yet, I feel that it should come out. It is information, sometimes it is inter-departmental, sometimes it is from an outsider, but unless I have somebody to prove that we received it or get the man to prove he wrote it, I can't say that is evidential, but I do think it is helpful. I haven't the slightest objection to anything on my friend's file or my own file going in, providing it is helpful. I don't think we should be too strict about the rules of evidence.

THE COMMISSIONER: It is certainly not my intention to be so, and as far as the admissibility of the contents of the Custodian's files is concerned, if there is matter in those files that is going to be helpful to the claimant, particularly in respect of matters in regard to which he can have no personal information because of the fact that he was evacuated, I propose to admit such information. I probably would restrict you in admitting documents at the instance of the Custodian, and you can appreciate there is good reason for that, because the Custodian should be able to prove these things which happened at a time when the

Custodian was right there; whereas it is almost impossible for the claimant to prove things that occurred when he was miles away, and no opportunity of getting them.

But as I say I am not laying down any precedent at all, and with that I think we can go on and admit this document that you are concerned about, Mr. McMaster. I am going to ask counsel not to spend a lot of time on petty things of this kind, because this task is going to be never-ending, if we operate on that basis.

MR. McMASTER: Well, my lord, with respect, while I agree that the correspondence is rather full on this point, and I will do the best I can to limit it, in this claimant's claim it affects a very material item and that is the nets, for which he has claimed some $610.00 and for which he got $25.00.

THE COMMISSIONER: And you think that you can find in that correspondence some evidence which will show that the Custodian was negligent in his care of the nets, is that the situation?

MR. McMASTER: Not necessarily.

THE COMMISSIONER: I would like you to clarify your position.

MR. McMASTER: Yes, mylord. The Custodian, or some person acting on his behalf.

THE COMMISSIONER: Well, he has got to answer for those he employed. What it comes down to is this: You say this correspondence establishes negligence on

the part of the Custodian in the care of these nets, is that right?

MR. McMASTER: That is right, my lord.

THE COMMISSIONER: All right, put it in.

MR. McMASTER: This letter --

THE COMMISSIONER: Surely you don't need all of that stuff, because it is not going to be possible for me to read all this, you know. I would like counsel to use a little commonsense in regard to the evidence they put in here.

MR. McMASTER: What I suggest we do then on this question, to save the Commission's time, is perhaps stand this case down until after the noon hour with respect to this matter of correspondence, and that Mr. Hunter and myself might get together and see how far we can agree on what correspondence can be weeded out and what is the essential part of it.

THE COMMISSIONER: I think you might agree on a statement of facts, although in certain instances I rather doubt that you can.

MR. McMASTER: How far we may be able to assist the matter.

THE COMMISSIONER: However, let us get on with it. Put in all your correspondence and if I can find an opportunity to read it, I will do so.

MR. McMASTER: Very well, my lord.

I put in this letter of August 27, 1942, purporting to be from J.D. Mather, addressed to the Custodian, with particular reference to the last paragraph and to the inventory that was enclosed

therewith.

THE COMMISSIONER: Now all this correspondence relates to the same issue, namely, negligence in the care of the nets, does it?

MR. McMASTER: The question of in whose control they were and the question of negligence, yes, my lord.

THE COMMISSIONER: Then they can all go in as one exhibit.

MR. McMASTER: I would like to put in a letter of January 18, 1943, from the claimant to the Custodian.

Q On that letter, witness, is that your signature?

A Yes.

MR. McMASTER: I will put in these letters, my lord.

THE COMMISSIONER: Why not put them all in as I suggested earlier? The note I have made here, -- "correspondence designed to show that nets were in the custody of the Custodian and suffered damage due to the negligence of the Custodian".

MR. McMASTER: Yes, my lord.

THE COMMISSIONER: Why not put them in, in a group, without further discussion.

MR. McMASTER: Very well, my lord. Do I need to list those, my lord?

THE COMMISSIONER: No, I think not.

MR. McMASTER: Just two things I would like to point out with regard to the correspondence, my lord.

THE COMMISSIONER: Yes.

MR. McMASTER: You will find, aside from this issue of the lease, that the Custodian in the letters to the claimant, when he had heard that his nets were in a mess and had been sold for $25.00, and prior to

that -- I am sorry, prior to that when he was trying to get his lease straightened around as to the use of his premises, theCustodian had written to him assuring him that thisman Egan was a trustworthy man and he didn't need to worry about it. The statement was they couldn't do anything about changing the lease, but "It is all right, Mr. King says that Egan is a trustworthy man, you don't need to worry". That appears in two of the letters.

Then the claimant receives a letter which is in here from Egan saying that these nets had been sold to a man whose name is mentioned in there, that he had brought a truck around and taken the stuff away, and that he was astonished when he learned afterwards that he only paid $25.00 for it, and the claimant then wrote into the Department.

The Department tried to follow upwith King as to just what happened, and King's statement then was that it was just a bunch of junk that was sold for $25.00. And there are other items in there.

But that is where the issue comes in. And then we find the Custodian's Protection Department alleging that perhaps Egan is a rascal but they don't indicate that they intend to do anything about it.

THE COMMISSIONER: Well that doesn't advance it any further than as I stated, does it?

MR. McMASTER: No, my lord.

(CORRESPONDENCE MARKED EXHIBIT NO. 6).

THE COMMISSIONER: You better pin those letters together

so that none of them can be lost.

THE SECRETARY: Yes, my lord.

MR. McMASTER: Your witness.

MR. HUNTER: My lord, it is submitted that the real property was sold for its fair market value and that that personal property which was sold was sold for its fair market value at the date of sale. It is submitted that the claimant leased the property to Egan and that the lease included the furniture and that any dispute between the claimant and the tenant as to whether the furniture was properly included was a dispute between the claimant and the tenant and that the only document by which the Government could operate was the lease and the wording of the same. Mr. Egan maintained that the downstairs furniture was included in the lease, and Mr. Doi claimed that it was not. Subject to some adjudication thereon, the Custodian was bound by the terms of the lease, accordingly, that this property was personal property, was in the Custody of someone other than the Custodian appointed by the owner and that in that case the Custodian was only liable from the time when he assumed custody.

I have here a memorandum which probably my friend won't dispute this time -- it seems to be in his favour. It is one of these inter-departmental ones by somebody, I presume, in the Custodian's office, R.B. Mackedie. Who is he?

MR. SHEARS: An employee of the Custodian's office.

MR. HUNTER: Yes. This is dated 30th of June, 1945.

"In answer to Mr. Green's note at the foot of his letter to the above, dated April 27th, 1945, Mr. Harris contacted Mr. King who reported to him that the house had been boarded up by Mr. Doi and not by him".

"When he went to the house to look over the nets stored there he found some boards had been torn off and all the good nets had been removed."

"It would appear then that these nets had been stolen from the house during Mr. Egan's absence while at work and there is no possible way to trace them and as we have no evidence against Mr. Egan the matter will have to be dropped."

There is another memorandum here which points out that the nets which were purchased for $25.00 were just a few odds and ends of line, the rest having been stolen or disappeared in some way.

There seems to be nothing in this correspondence which indicates the exact date of theft, if there were such: Whether they were stolen during a time when we might say they were under Mr. Egan's custody or whether they were stolen during a time when they were in our custody except for this thing that says these nets had been stolen from the house during Mr. Egan's absence.

I am putting this before your Lordship just trying to give your Lordship the picture. I am only too well aware this is not evidential and it is more opinion than anything by various people.

Is Mr. Mackedie available now?

MR. SHEARS: I think so.

MR. HUNTER: I think possibly, your Lordship, the best thing would be to call somebody like Mr. Mackedie and just have him give what information he can -- perhaps get Mr. Egan.

THE COMMISSIONER: I think it might be desirable.

MR. HUNTER: I don't see much point in putting this in, in view of the fact that we should actually have someone there who was occupied with it at the time.

THE COMMISSIONER: Well since this correspondence has gone in I think you had better put that in as well because it appears to relate to the same situation. Who is that -- Mr. Bruce Mackedie?

MR. HUNTER: R.B.

THE COMMISSIONER: Well I thought perhaps Mr. Shears might know.

MR. HUNTER: I will put this in as Exhibit 7¾ it is correspondence and memorandums relating to fish nets.

(CORRESPONDENCE MARKED EXHIBIT NO. 7).

THE COMMISSIONER: On this question of custody being that of the Custodian, not of Egan, it does seem to me there is a good deal here to indicate that Egan's right to the chattels was questioned as early as the time when the J.P. Form was filed.

MR. HUNTER: That is correct, my lord.

THE COMMISSIONER: Now in those circumstances does the Government stand on the terms of the lease?

MR. HUNTER: Well that is why I am producing this letter, my lord. It is a letter from Mr. King to

the Custodian in which he says he didn't draw the lease, that the claimant drew it himself.

MR. McMASTER: He doesn't say that.

MR. HUNTER: May I readthis letter, my lord.

It is re Tomoaki Doi:

"The attached letters (some of which are already filed, my lord) from the above are forwarded you for attention, as I have been instructed to forward all correspondence from Japanese direct. I did not answer his letter dated August 10th as I could not quite get his point of argument. The only thing I know in this case, is that he drew a lease for the rental of his place including his furniture to this Mr. Egan, and I was unable to draw up another lease which would cancel the original. I did, however, take this matter up with Mr. Egan and he states that he has the use of the furniture in the downstairs rooms (he is not using upstairs) and claims that according to his lease he is entitled to do so."

Then he says, "I must mention that this tenant Mr. Egan is a very careful and reliable man and is looking after Doi's property in a careful manner".

The rest just says a copy was forwarded to Mr. Mather of the Custodian's office.

THE COMMISSIONER: Put that in along with -- well, perhaps you had better show it as filed by Government counsel. Give it an exhibit number.

(LETTER MARKED EXHIBIT NO. 8).

MR. HUNTER: That is put in, my lord, just to indicate

that it was not just a question of a claimant andtenant dispute, but there was a further claim by Mr. King, that the claimant drew the lease and that he was unable to draw another lease voiding the first lease.

THE COMMISSIONER: Have we the lease?

MR. McMASTER: The Custodian's file indicated that their copy might be with the Soldier Settlement Board. We don't have a copy, my lord.

THE COMMISSIONER: Presumably this document was in English because it was made between a white man and a Japanese. The Japanese doesn't speak any English. It doesn't seem to be reasonable that the Japanese could have drawn the lease himself. He may have had it done. However, let us proceed. That is something I have to worry about later.

MR. HUNTER: If we can get Mr. Egan later, perhaps he can tell us.

THE COMMISSIONER: Yes, I think it would be desirable in the circumstances.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Doi, is that a picture of your house?

A Yes.

Q Now where is the landscaping that you refer to?

A It is about here.

Q It is out in front of the house?

A Yes, front of the house, here.

Q And these little trees that we see in the photograph, are they the fruit trees you refer to?

A No, it is a cherry flower.

Q Where are the fruit trees?

A Behind here.

Q Those are those trees back there?

A Yes.

Q At the back ofthe house? A: Yes, in back at the side, too.

MR. HUNTER: I would like to file this, my lord.

(PHOTOGRAPH MARKED EXHIBIT NO. 9).

MR. HUNTER: I don't think there is anything else, my lord.

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

MR. McMASTER: Could I see Exhibit 9, my lord.

(Handed to Mr. McMaster).

RE-DIRECT EXAMINATION BY MR. McMASTER:

Q Witness, referring to Exhibit 9, in your opinion does that picture show clearly the landscaping which you have done, and the trees which you have planted? A: No, too close.

MR. HUNTER: That is all, my lord.

MR. McMASTER: That is all, Mr. Doi.

(Witness aside)

(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.

base 71

NOV 26 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.

ACKNOWLEDGED

10833

Kamloops

NOTIFIED

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

(1) NAME Doi (Print) Surname Tomoaki Given Name (RCMP) Reg. No. 3208

(2) Pre-Evacuation Address 607 No.2 Road, Steveston,B.C.

(3) Present Address P.O.Box 1830 Ashcroft, B.C.

(4) REAL ESTATE

(a) Street Address (if any) 607 No. 2 Road, Steveston,B.C. City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Lot "A" of Lot 3 of the west half of section 18,Block 3 North, Range 6 West, Map 6879, District of New Westminster, C.of E,51979.

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

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

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

(i) Land - - - - - - - - - - - - - - - - $ 350.00

(ii) Buildings - - - - - - - - - - - - - - $ 2 875.00

(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) - $ 3 225.00

(v) Amount at which Custodian sold property and credited your account $ 1767.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 1458.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
at home 607 No.2 Road, Steveston, 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
all nets hanged.

(over)

111344
1458
59.94

(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")

Custodian and J.A.Egan, Steveston,B.C.

amended as below

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

1.	furnitures,stoves pictures,blinds,etc.	Estimated Value $ 257.25
2.	~~10.gals. paint & 10 gals.shigle stains~~	Estimated Value $ ~~54.50~~
3.	1 bluestone tank	Estimated Value $ 25.00
4.	8 gill nets 200 fathams each.	Estimated Value $ 610.00
5.	6 lead lines 200 fathams each.	Estimated Value $ 120.00
6.	6 cork lines with floats 200 fathams e.	Estimated Value $ 120.00
7.	18 lbs. net twine 50/5	Estimated Value $ 59.94
8.	1 new cork line 150 fathams	Estimated Value $ 12.00
9.	12 lbs. hanging twine	Estimated Value $ 6.00
10.	6 lbs. net twine 40/4	Estimated Value $ 15.00
	less $111.75 sold by custodian and credited to my account.	TOTAL CLAIM FOR PROPERTY LOSS $ ~~1152.00~~ 1225.19 111.75

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.

113.44

~~1 fishing boat value $800. forced sell at $400. balance $400.~~

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ ~~3010.23~~ 2371.44

(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)
of)
TO WIT:)

I, Tomoaki Doi of the town
of Ashcroft 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 town)
of Ashcroft)
in the Province of B.C.)
this 25th day of November)
A.D. 1947.) A Commissioner &c.

T. Doi

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.

BC-471-P
BC-2424-B

COPY

BC/471-P
BC/2424-B

10835

S.S. Form No. 43
(Sheet 1)

Farm Appraisal Report

File No. J.L.557

Land Description Lot A of Lot 3 of W½ of Sec.10, B.3N, R.5W, Map 6879

House #760

Containing 0.50 Acres

Owner's Name ~~TOMOAKI~~ Doi, TOMOAKI Post Office Address R.R. Steveston

Nearest Rail Point Steveston - B.C.E.Rly. Distance 1½ miles

Market Town (Good local deliveries) Vancouver Distance 10 "

Church (give denomination) All within Distance 3 "

Nearest School Steveston Distance 1½ "

State how property was identified: Road, Dyke and Posts.

Roads: State whether property has access to main road, the kind of road and its condition.

Yes, it fronts on No.2 Road and Lulu Street

EXHIBIT NO. 71-1
DATE 1st Dec. 1948
FILED BY R. J. McMaster

Is this district a good one? Yes; large and small holdings.

Employment opportunity Varied; local farms, canneries and industrial.

Predominating Nationality and religion: British; Protestant.

Describe Fencing and its condition: No fencing at all Value $

Water supply: City water installed. Value $

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	28 x 28	Frame	16	Shingle	1	Cement	Good	$ 1600.00
	x							
Garage	18 x 18	"	7	"	1	Wood	"	100.00
BARN	x Garage used also for fishing gear; nets, etc.							
	x							
BARN	x							
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

Electric light installed

Total present day value $1700.00

Total Value Buildings add to farm $1700.00

Is dwelling habitable without repairs? Yes If not what is your approximate estimate of cost to make it habitable? In good shape and rented. Attic could be papered over the shiplap.

$ 10.00

Describe the basement and chimneys: Full cement basement; brick chimney to ground.

No. rooms downstairs? 4 & toilet / Upstairs? 2 How finished Wood papered down, up shiplap.

Are buildings painted? No Condition of paint -

Distance from nearest bush All clear

Note: Particular care must be taken when examining and reporting on foundations, sills and roofs.

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
.50	Flat	Clay loam 10" - 1'	Clay good	All grass	$200	$ 100.00

Area which can be cultivated without cost other than for breaking.

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE

Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE

Area Unsuitable for Cultivation.

CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE

.50

Total value of Land $ 100.00

Total added by buildings to value of farm $ 1700.00

Total fruit trees add to value of farm (for use in orchard districts only) $ -

Total value of farm $ 1800.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:

House built 1940-41; land not worked; just rank grass.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.

Purely a home with room for small garden.

Noxious weeds:

Not in evidence

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:

Corporation of Township of Richmond - $26.30
Plus municipal $24.00 per year for water, and
Subject Lulu Island West dyking taxes.

Date: 18th July, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 17 day of July 19 42.

Inspector's Signature

"T. GODFREY"

Note: (Use Form 43 (Sheet 2) in connection with this form.)

Farm Appraisal Report

Remarks: Property is rented to Mr.J.A.Egan at $15.00 per month plus light and water.

Mrs. Egan was interviewed. Mr.Egan is a fisherman.

South boundary is Lulu Street which is the Dyke. It is just a home site.

Land seems a shade lower than land to north and I am of the opinion that

until necessary ditches are put in will be a little late. Purely a home;

handy for canneries, or for a fisherman.

Japanese bath in basement.

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation.

Subject to Lulu Island West Dyking charge.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

(Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

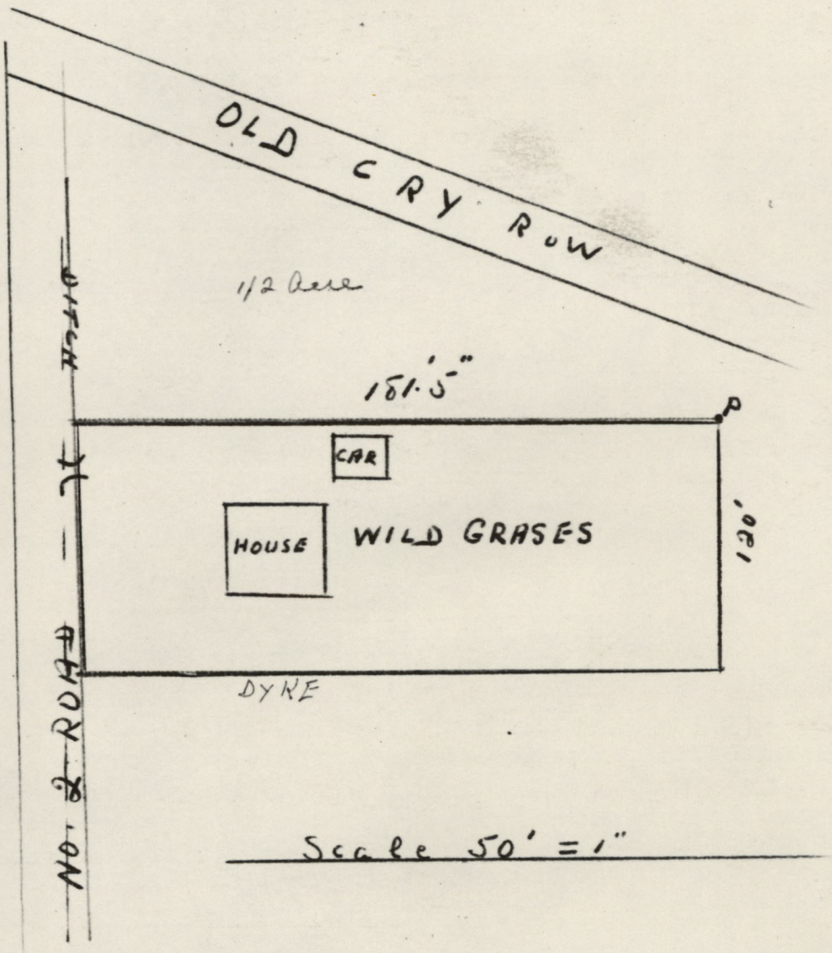
	Present Value
Just rank wild grasses	$
	$
	$
	$
	$
	$
	$
	$
	$

Total $

Amount fruit trees add to value of farm $

Diagram of Property

TOMOAKI DOI



Following careful review of this appraisal report, it is my opinion that the present value is $ 1800

Date 23rd July 1942.

"I. T. BARNET"
District Superintendent.

Tomoaki Dai
(Claimant's Name)

REAL ESTATE
(Other than farm)

EXHIBIT No. 71-2
DATE 12 Feb. 1948
FILED BY R. J. McMaster

03208
Reg. No.

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
House - #607 France Dyke #2 Road, Steveston, BC - 24×30	6 full cement basement	Frame - cement foundation	Dwelling	1/2 acre	was vacant land	1939 or 1940

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Residential district for fishermen & cannery workers		Built house in 1940 (appx. cost $2775); Built double garage 1941 (appx. cost $100); cleared land; planted fruit trees; put in garden and landscaped - cost, all own labour; built wooden bridge across dyke; ditch for entry to property; cedar posts + 2×4 planking - (Cost $300)	Land - $350.00 Improvements 2875.00 Total $3225.00

Comments re upkeep of premises:

Comments re Appraiser's report not covered above: The appraisal does not mention my landscaping and ornamental plants and trees. I had planted 14 cherry flower trees and had landscaped the garden. In addition I had 10 fruit trees.

I purchased one acre of land as wild land and in 1941 sold 1/2 acre to one Shisko for $175.00. I retained the 1/2 acre facing on #2 Road, selling him the back 1/2 acre. As I paid $350 for the whole acre and the 1/2 I kept was on the main highway, I consider my half, undeveloped, was worth at least $200.00. I also consider that the landscaping and trees improved this by another $100.00 and that the bridge further improved by $50.00. This is how I arrived at my estimate of 350 as a fair market value for the land. As the building on the land were practically new I have claimed for them at approximate cost. I do not have my bills and receipts but to the best of my recollection the house & garage cost me labour & materials $2775. In addition to this, I worked on the construction of the house myself for about 2 months but I have not included anything in my estimate for my own labour.

T. Dai
SIGNATURE

Tomoaki Doi
(Claimant's Name)

PERSONAL PROPERTY
(Fishing vessels, gear and equipment)

032-08
Reg. No.

NETS:

	Type	Size	Mesh	Fathoms	Age at Evacuation	Original Value	Estimateded value at Evacuation
(1)	Sockeye net	5-7/16"	5.0	200	2nd year	145.00	70.00
(2)	"	5-15/16"	5.5	150	new	150.00	150.00
(3)	"	6-1/16"	5.0	200	2nd year	135.00	64.00
(4)	"	6-1/4"	5.0	200	" "	135.00	135.00
(5)	Cohoe	6-1/2"	4.5	200	" "	125.00	65.00
(6)	"	7-1/2"	4.5	250	" " (50 new)	135.00	80.00
(7)	Spring	9"	3.5	200	" " (100 new)	120.00	60.00
(8)	"	9-1/2"	3.5	200	" "	120.00	55.00

680-

VESSELS SOLD BY CUSTODIAN

NAME	Reg. No.	Type	Date Purchased	New or Used	Price Paid	Maintenance Work	Condition When Evacuated	With whom left	Estimated Value
~~T Doi~~		~~FISHING BOAT~~	~~1939~~	~~used~~	~~900~~		~~Good~~	~~Sold~~	
			nil						

EXHIBIT No. 71-3
DATE 12 Feb 1948
FILED BY R. J. McMaster

Improvements to Vessel since date of purchase:

Type	Date	Cost
— n/a —		

OTHER GEAR:

Description	Date Purchased	New or Used	Price Paid	Condition when Evacuated	Estimated value at date of evacuation
1 Blue stone tank	— 1940	new	25.00	not used	25.00
3 lead lines	— 1 season	used @	33.00 each	good	40.00
3 " "	— 2 seasons	" @	34.00 "	"	30.00
19 lb "net" twine 50/4	— 1942	new	59.94	not used	59.94
1 Cork line (150 fathoms)	— "	"	12.00	" "	12.00
12 lb Hanging twine	— "	"	6.00	" "	6.00
6 lb net twine 40/4	— "	"	14.00	" "	14.00
3 Cork lines with floats (200 fath)	— 1 season	new	ontrecall	good	120.00
3 " " " (200 fath)	— 2 seasons	new	" "	"	

Arrangements made for storage when evacuated:

— See statement re chattels

Additional Comments, if any:

annexed per chattels 259.55.

12.45.19

Doi
SIGNATURE

TOMOAKI DOI Reg No. 0328

STATEMENT RE PERSONAL CHATTELS.

When I found I was to be evacuated in the spring of 1942 I made arrangements to rent my house unfurnished to Mr. Egan. Mr. King of Steveston drew a lease for $15.00 per month. When my interpreter Mr. Noguchi read the lease over to me I found that Mr. King had included my furniture in the lease and I said I would not sign. He then drew a letter or document saying that the lease would not cover the furniture and said he would have Mr. Egan sign it. I signed both the lease and this other document and Mrs. Egan took them away to have Mr. Egan sign. A few days after Mr. King handed me an envelop with the lease in it. When I opened it I found that the other document was not there and I asked Mr King for it. He said he would get it for me.

When I signed my J.P. form I advised the Custodian that the lease was wrong & that I had only agreed to let Mr Egan use the stove & no other furniture. I said I would have this remedied. I asked Mr. Noguchi to see Mr. King again. As I received no report I telephoned Mr King twice from Bridge River & he promised to get the document amending the lease. I wrote to him at least once. Getting no reply I wrote to the Custodian. The Custodian replied that there was nothing that he could do about amending the lease but that ~~Mr King was~~ Mr Egan was a good man and I had nothing to worry about.

I then had an exchange of correspondence with the Custodian with respect to my nets, which my counsel will file. I had hung my nets in the basement carefully and had boarded them up so the mice could not get at them. I also placed some nets in the ~~upstairs room with~~ ~~my other chattels.~~ I cannot understand the allegations which my counsel advises me are contained in the Custodians file that the nets were in a heap in the basement.

My claim for chattels aside from my net claim is shown below:

Furniture etc.	Date Purchased	Price	New or Used	Value
Stove (Sawdust Burner)	1940	150.00	New	130.00
china cabinet (walnut)	1939	Wedding present from 10 friends		30.00
2 smoker stands	1940	Don't recall	New	10.00
1 old phonograph				5.00
4 Kitchen chairs	1940	1.25 each	New	6.00
1 end table	1940	17.00	New	12.50
Dining set to serve 8 people	1939	Wedding Present		20.00
4 occidental pictures	1939 & 1940	Wedding Presents		17.00
1 Bicycle				6.75
1 Gas Heater		Don't recall		8.00
6 cushions	2 presents balance made by wife			12.00
				25-7.25

I had been married in Oct 1939 and as indicated some of the above furnishings were presents & some bought new.

I neglected to report to the custodian 2 blue stone tanks in the garage but subsequently advised him by letter Only 1 of these tanks was my property.

1 Blue stone tank	(new)	25.00

The blue stone tank I stored in the garage. Most of my other goods I stored ~~in the attic~~ one of the upstairs rooms except some of my nets as shown above.

Three of my friends stored chattels in my house. T. Umeoka stored his goods in the basement & I believe put tags on them. He was not a fisherman & had no nets. T. Myzutani stored all his things in another room upstairs. He put tags on his things. He had no nets stored there. H. Okano put his things in the same room as T. Myzutani clearly tagged. He had no nets there. He did have a quantity of net twine marked with his name stored in a box.

I never had a detailed statement from the custodian as to goods sold. and first saw this when my solicitor showed me the Custodian's claims analysis. It would appear that he credited me with the sale price of three articles which were not mine. as follows:

1 chesterfield (1 Piece)	21.00	I think Mr Okano
1 Coleman heater	17.50	I think Mr. Mineoka
2 leather easy chairs	7.25	I think Mr Mineoka
	45.75	

I am prepared to pay this money back to the custodian or to the men to whom it belongs.

I

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 10835 EXHIBIT N

NAME DOI, Tomoaki (Mr.) REG. No. 03208

DATE
DECLARATION June 18/42.
EVACUATION June 22/42.

INVENTORY
TAKEN BY James A. Egan
DATE Oct. 25/42.

		DETAILS OF CLAIM		SALES AUCTION	SALES TENDER &c	SOLD WITH REAL PROP.
JP Declaration & Values						
JP Inventory checked against Egan Inventory. Items shown on JP and not on Egan Inventory are listed below.						
75.00	3pc. Chesterfield suite	Furniture, stoves,				
53.00	1 Buffet	pictures, blinds, etc.	257.25			
)	4 Chairs					
20.00	1 Clock					
130.00	1 Kitchen Range				20.00	
	1 Clothes Rack					
12.00	3 Pictures			1.25		
	1 Bed complete					
	1 Vanity & Stool					
	1 Bureau, No Mirror					
	1 Occasional Chair					
15.00	1 Bridge Lamp					
)	1 Table Lamp					
10.00	2 Smokers Stands			4.00		
12.50	1 End Table					
	1 Coffee Table					
5.00	1 Mirror					
	1 Chesterfield(1 Piece)			21.00		
23.00	1 Desk Table					
	6 Cushions			.60		
30.00	1 China Cabinet			14.00		
4.00	1 Babys High Chair					
	1 Bed Complete					
18.00	1 Winnipeg Couch					
	1 Boat Mattress					
	1 Baby's Crib					
	1 Chiffionier					
29.00	1 Dresser					
60.00	1 Small Rug					
20.00	1 Large Carpet					
	1 Heater					
	2 Rolls Linoleum					
	1 Childs Wagon					
	Sundry Misc. Goods			.85		
11.50	Blinds					
5.00	1 Phonograph					
	1 Bicycle			6.75		
	1 Coleman Gas Heater			7.50		
	Sundry Tools					
	Coleman Heater			17.50		
	2 - 5 gal. cans					
	1 lawn mower			28.00		
6.00	4 Kitchen chairs					
	2 leather easy chairs			7.25		
	6 gal. buff paint	10 gal. buff paint	)	21.00		
	10 gal. green shingle stain	10 gal. shingle stain	) 54.50	15.50		
	Sundry Garden Tools					
	1 - 3 gal. crock					
1 End table 12.50						
Curtains 7.00						
Draperies 6.00						
Dinner Sets 20.00				} 3 80		
Crockery 25.00						
Chimneys 2.00						
Window Screens 2.25						
Canning bottles 4.50						
1 Picture 5.00						
Boy's Festival dolls 41.00						
8 nets ea. 200 fathoms 610.00	Nets & Lines	8 gill nets 200 fathams each	610.00			
6 Lead lines 200 fathoms ea. 120.00		6 led lines 200 fathoms each	120.00			1250

L0835

03208

EXHIBIT No._____

CASE No._____

VENUE_____

ALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO. RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	SHIPMENTS	REMARKS
								EXHIBIT No. 71-4 DATE 17 Feb 1948 FILED BY R. J. McMaster.
							X	
							X	
							X	
20.00								
					X			
25							X	
							X	
							X	
					X			
							X	
					X			
0							X	
							X	
							X	
00								
0							X	
00							X	
							X	
							X	
							X	
					X			
							X	
					X			
							X	
					X			
85		X					X	See Ref. P. P. 9
					X			
5					X			Incomplete
0								
					X			
0								
					X			
0								
5								
00								
50								
					X			
					X			
					X			
					X			Pres. used by tenant.
					X			Pres. used by tenant.
30								Cups & saucers
								Pres. fixture
								Pres. fixture
					X			
					X			
					X			
					610.00			
1250								

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 10835 EXHIB

NAME DOI, Tomoaki (Mr.)

REG. No. 03208

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.
DECLARATION June 18/42. EVACUATION June 22/42.	TAKEN BY James A. Egan DATE Oct. 25/42.			AUCTION	TENDER &c	
6 Cork lines with floats 200 fthms. each 120.00		6 Cork lines with floats 200 fathoms each	120.00		12.50	
18 lbs. net twine 50/5 59.94		18 lbs. net twine 50/5	59.94			
New cork line 150 fathoms 12.00		1 new cork line 150 fathoms	12.00			
12 lbs. Hang twines 6.00		12 lbs. hanging twine	6.00			
6 lbs. 40/4 net twines 15.00		6 lbs. net twine 40/4	15.00			
Declared in letter 18/1/43						
2 Bluestone tanks		1 Bluestone tank	25.00			
			1279.69	149.00	45.00	

No. 10835 EXHIBIT No. CASE No.

No. 03208 VENUE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO. RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD		REMARKS
TION	TENDER &c								
	12.50					59.94			
						12.00			
						6.00			
						15.00			
49.00	45.00								

FORM "JP"

REAL ESTATE

BUREAU POWELL STREET

FILE No.

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: DOI, Tomoaki

Formerly...P.O. Box 195, Steveston, B. C. No. 2. Road. Steveston. B.C.

HOME ADDRESS: Now at...362 Alexander St., Vancouver, B. C.

REGISTRATION NUMBER 03208 SEX: Male AGE: 31

OCCUPATION: Fisherman

(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"

EXHIBIT No. 71-5

DATE 12 Feb 1948

FILED BY R. J. McMaster

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Mitsue /

ADDRESS OF WIFE OR HUSBAND: Bridge River, B. C.

NAMES OF ANY LIVING CHILDREN: Keimei(M)

ADDRESS OF CHILDREN: Bridge River, B. C.

AGE OF CHILDREN: 1½ years.

Prev. Sold by Dec.

All B vested in name of Public Custodian Re the Interest

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

1. LOCATION AND DESCRIPTION: #2 Rd., Steveston, B. C. (Box 195) in the Municipality fo Richmond, Lots "A" and "B" of Lot three (3) of the West Half of Section 18, Block 3, North Range 6, West Map 6879 in the District of New Westminster. (Title No. ~~147596E~~ 147956 E.)

2. BUILDINGS AND OTHER IMPROVEMENTS: 2-storey, 6-rooms wooden frame dwelling house, 1-garage, 1-woodshed.

3. INSURANCE (Give particulars; state where policies are) $1,000.00-North West Fire Insurance Co., Policy # 193865 in owner's possession. ~~$500.00-Michigan Fire & Marine Ins. Co., Policy #6018842~~ in owner's possession.

4. TAXES (Amount and where payable) about $27.00 paid 1941 payable town Hall, Richmond, B. C. (1941 paid)

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

6. OCCUPANCY AND LEASES (If vacant so state) Leased to Mr. James A. Egan Vanc'r, B. C. for the duration of war with Japan, yielding $15.00 monthly. Lessee to pay water rates and upkeep but not taxes which will be taken out of the rent paid to the Custodian. Lease drawn up by Thos. King, Steveston, B. C.

Lease(copy) in onwer's possessinn.

FORM "JP"

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In owner's possession.

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: None

2. LANDLORD'S NAME AND ADDRESS: None

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

None

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:

See attached list.

N. B. Property of declarant has been stored upstairs of his house with the exception of some lead lines and cork lines which have been set aside in the basement. Declarant states that the agreement he made with tenant was that the furniture was not to be used and only the down stairs rented. However on the lease, the renting of the house includes the furniture and fixtures of same. Declarant will have lease corrected.

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

None

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

4. INSURANCE CARRI
Policy # 193865
mentioned house
these policies

5. MORTGAGES, LIEN

OTHERS:

6. MONEYS OWING TO

7. BONDS, DEBENTUR
1-$50.00 Victor
$125.00 in Shar

8. BANK ACCOUNTS:

9. LIFE INSURANCE:

10. INTEREST IN ANY E

11. SAFETY DEPOSIT B

LIABILITIES:

1. PERSONAL DEBTS:

2. TRADE DEBTS:

**I, the undersigned, here
area as set out above, excep
or other securities, if any.**

I certify that the above
every description in any pr
and indirect.

Dated this 18th

D. M. Chop
Witnes

FOR DEPARTMENTAL U

FORM "JP" FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY $500.00-North West Fire Ins. Co. Policy # 193865 and $500.00 on Fishing Nets stored in the above mentioned house of owner-Michigan Fire and Marine, Policy #b013842. these policies are in ~~xxxx~~ owner's possession.

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)

1-$50.00 Victory Bond, K-4 H425403 in owner's possession.

$125.00 in Shares in the River Fish Co., Steveston, B. C. in owner's possession.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS. None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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

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

Dated this 18th day of June 1942.

(Signature) I. Do

D. M. Chope.
Witness

FOR DEPARTMENTAL USE

Personal Property of: [redacted]

DOI, Tomoaki

362 Alexander St., Vanc'r, B.C.

Reg. No. 03208

Chesterfield Sets	---	$75.00
2 End Tables	---	$25.00
Writing Table Set	---	$23.00
2 Ash Trays	---	$10.00
Stove	---	$25.00
Rugs & Felts	---	$60.00
Light Stands	---	$15.00
3 Pictures	---	$12.00
Glass	---	$ 5.00
8 Blinds	---	$11.50
Curtains	---	$ 7.00
Draperies	---	$ 6.00
Clock	---	$20.00
Dining Sets 6 Chairs	---	$53.00
Cabinets	---	$30.00
Dinner Sets	---	$20.00
Crockery	---	$25.00
Picture	---	$ 5.00
Phonograph	---	$ 5.00

432.50 Tomoaki Doi

Personal Property of:

DOI, Tomoaki

362 Alexander St., Vanc'r, B.C.

Reg. No. 03208

Stove appraised by Thompson Rds. 28-4-45 at 20.00 (Sides and grates burnt out.)	---	$130.00
Davenport	---	$ 18.00
4 Chairs	---	$ 6.00
Chimneys	---	$ 2.00
Baby Chair	---	$ 4.00
Carpets	---	$ 20.00
Dresser	---	$ 29.00
Canning Bottles	---	$ 4.50
Window Screens	---	$ 2.25
Boy's Festival Dolls	---	$ 41.00
8 Nets Each 200 Fathoms	---	$610.00
6 Lead Lines Each 200 Fathoms	---	$120.00
6 Cork Lines With Flots Each 200 Fathoms	---	$120.00
18 lbs. 50/5 Nets Twines	---	$ 59.94
New Cork Line 150 Fathoms	---	$ 12.00
12 lbs. Hang Twines	---	$ 6.00
6 lbs. 40/4 Net Twines	---	$ 15.00

256.75 60 / 130.75 / 689

9 + 2.94

N.B. Above listed stove($130.00) may be used by tenant.

June 18. 1942.

Tomoaki Doi

D.M.C.

Retour

Intérieur

TELEPHONE PACIFIC 6748

J. D. MATHER

315 METROPOLITAN BUILDING

VANCOUVER, B. C.

Pers PP 2

for W. Green

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
AUG 28 1942

August 27, 1942

10835

The Custodian of Enemy Property,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

EXHIBIT NO. 71-6
DATE 12 Feb. 1948
FILED BY R. J. McMaster

Dear Sir:-

Re - DOI Tomoaki - Reg. No. 03208

I beg to acknowledge receipt of your letter of the 5th instant.

Apparently from your letter there was not a copy of the inventory supplied by Doi attached to Form "JP". I am enclosing herewith copy of said inventory of Doi in duplicate. The nets mentioned in same are referred to under "Remarks" in my report of July 22nd. The Gill nets and lines referred to were stored in a pile in the basement of the premises where it was impossible to properly examine and inventory them and I recommended in my report that these nets should be moved to another location as soon as possible and sold.

In regard to the inventory of personal effects, with the exception of one or two items which would in all probability be included in "Sundry Miscellaneous"goods stored in the upstairs room, all the items mentioned in Doi's inventory are included in the inventory which I submitted to you.

Yours truly,

for handling with other Steveston effects

JDM/ED

13

Personal property of:

Doi, Tomoaki
362 Alexander St., Vancouver, B.C
Reg. No. 03208

Chesterfield Suite
Writing table set
1 Stove
Light stands
Glass
Curtains
Clock
Cabinets
Picture
Davenport
Chimneys
Canning Bottles
Boy's Festival Dolls

2 End Tables
2 Ash Trays
Rugs and felts
3 Pictures
8 Blinds
Draperies
Dining suite (6 chairs)
Crockery
Phonograph
4 Chairs
Dresser
Window screens
Stove (this may be used by tenant)

8 nets each 200 fathoms ($610.00)
6 lead lines each 200 F.
6 cork " with floats each 200 F.
18 lbs. 50/5 nets twines
New cork line 150 F.
12 lbs. Hang twine
6 lbs. 40/4 net twines

Personal property of:

Doi, Tomoaki
362 Alexander St., Vancouver, B.C.
Reg. No. 03208

Chesterfield Suite	2 End Tables
Writing table set	2 Ash Trays
1 Stove	Rugs and felts
Light stands	3 Pictures
Glass	8 Blinds
Curtains	Draperies
Clock	Dining suite (6 chairs)
Cabinets	Crockery
Picture	Phonograph
Davenport	4 Chairs
Chimneys	Dresser
Canning Bottles	Window screens
Boy's Festival Dolls	Stove (this may be used by tenant)

8 nets each 200 fathoms ($610.00)
6 lead lines each 200 F.
6 cork " with floats each 200 F.
18 lbs. 50/5 nets twines
New cork line 150 F.
12 lbs. Hang twine
6 lbs. 40/4 net twines

3

Jan. 18 1943
Bridge River B. C.

Mr. G. K. Rees
Administration Department

EVACUATION SECTION
Rec'd JAN 21 1943
File No. 10835
Ans. GKR
Referred Rees

Dear Sirs:

In answering to your letter of Nov. 18 1942 (File No. 10835) there's a list of inventory goods but in that list there are lots of articles (Boy's Festival dolls, 5½ gill nets, Net twines) and some athers goods that is not list on the copy. Will you check up with the paper which I reported to the Custodian These are the things that I forgot to report (1) 2 Bluestone tanks, (2) 10 fruit trees (3) 15 Cherry Blossom trees.

In the "House Agreement" paper it said that Mr. Egan is granted the right to use the furnitures, but when we made the agreement, Mr. & Mrs Egan came to see my house and they agree to rent the house for $15.00 a month with the kitchen range only. They said that they have their furniture so I put all my furnitures upstairs and ~~rented~~ leave just the downstairs rooms and part of the basement.

When making out the "House Agreement" paper my interpeter said to Mr. King that I lease the downstairs rooms and part of the basement and the kitchen range and no furnitures. but on the agreement paper Mr. King typed a statement thus " together with Furniture and Fixtures

according to Inventory attached and which is hereby made part of this agreement." I told Mr. King that I don't like the above statement ~~leasing~~ leasing about the furniture. Mr. King said he has another paper that Mr. Egan rented the kitchen range and no furniture and with Mr. Egan signature and attached the paper to the "House Agreement" paper So I sign it. Mr. Egan was away so Mrs Egan took the paper home and had his sign

In June when I went to the Custodian Office (Fuji Chop-Suey) I told all about the Agreement with Mr. Egan and leasing just the kitchen range. Then your secretary look at the paper and said it was different from what I said and I notice that the paper about the leasing of the kitchen range is missing. I went to see Mr. King the next day. He told me that he will get Mr. Egan's signature and send to me so I evacuated here. I waited but he I didn't heard from him so I wrote to him but he didn't answered me. Then I telephoned him. He said that he ~~didn't~~ hasn't got Mr. Egan's signature so he'll see Mr. Egan in a few day and have it sign it. I haven't received it so I again wrote to him but he didn't send it or give me any answer.

I'm just leasing the downstairs rooms and part of the basement and kitchen range but no furniture.

So will you please make out the paper saying that Mr. Egan is renting just the kitchen range and have it sign by Mr. Egan and please send it to me.

Yours truly

T. Dasi

Box 1830
Ashcroft B.C.
April 19 1945

EVACUATION SECTION
Rec'd APR 21 1945
File No. 10835
Ans. 26/4/45
Referred Green

Mr. K. J. Green
Protection Department

Dear Sir: File No. 10835

In answering to your letter of Apil 11th. In October 1942 I had a letter from Mr. ~~(illegible)~~ Tom King (then Steveston Custodian) he said in his letter that the mice might eat the nets and he also said to send some money to Mr. Egan so as to look after the nets, but I answered back telling him that I reported all my fishing equipement to the Custodian and is in Custodian's care. They are looking after so I'll not send any money.

In your letter said Mr. Egan bears a good reputation, but if Mr. Egan is a gentleman as you said my nets must be in the basement. When I'm leaving my house I hung all my nets and boards it with lumbers, and in corners and holes I patched with pieces of tins and screen so that no mice could get in.

If I had sold my nets and equipment as your letter said, then why did Mr. King send me the letter telling me the mice might get in. I received the letter from Mr. King in October 1942 four months after I evacuated to Bridge River. If there were no nets in my house Mr. King will not send a letter. So you could understand then, that the nets were in my house.

The Security Commission did not give me the permits only to stay and sale my nets. The reason I was at the coast until June 22 is I went to see the Bridge River district before everybody evacuated there and I was the responsible man for the 1200 people's baggage when they were evacuating to Hat farm and some other places. I didn't even have a time to packed my own family's baggage so I hired men to packed.

I was so busy hauling baggage to the freight train that I didn't have a time to report all my things to the Custodian when they were at Steveston. When everybody evacuated Steveston then I came to Vancouver and I reported to the Vancouver

Custodians.

They Custodians told us that they will look after our things so I reported. As I said your letter said that I sold my nets before I evacuated if I sold then there must be a record some place. at the Nelson Bros, B. C. Packers or at the New England. I did not reported to the Custodians that I haven't got in my house. So please check up and give me the answer to this letter.

Yours truly

T. Doi

Shoyd Harris 23/14
Ivy Robinson Da 7448.

PP
5

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE NO. 10835.

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

October 23, 1942.

Mr. T. C. King,
78 Georgia Street,
Steveston, B. C.

Dear Sir:

Re: Tomoaki DOI

With reference to your letter of the 20th instant enclosing two letters from the above, before replying to these letters, we would ask you to kindly contact Mr. Egan with regard to his lease.

The lease quotes furniture and fixtures according to an inventory attached but the copy of the lease on our files does not contain an inventory. Will you kindly obtain a copy of the inventory attached to Mr. Egan's lease.

X ? Lease for go-
an original lease
if found from Doi

Thanking you in anticipation of your prompt attention to this matter, we remain,

Yours truly,

G. H. Peers,
Administration Department.

GHP/P.

Write Doi
We understand Egan states is copy of inventory attached to lease
Send statement.

Memo Peers
re inventory

Box 1830
Ashcroft B. C.
June 9 1942

Mr. H. F. Green
Protection Department

Dear Sir File No. 10832

In answering to your letter of May 29th In April 11th I had a letter from you said that I have disposed my fishing gears, but I have a proof that I had my fishing gears in my house when I evacuated. You also said that Mr. Egan bears a good reputation, well from Mr. Egan I had a letter on May 1st saying Mr. Robinson (that time Custodian) had disposed my nets. When I evacuated I reported the amount (price) of my fishing gears to the Custodian. It was your Custodian that sold my fishing gears so it is ~~you~~ Custodian that is responsible. I would like to have the money (the amount I reported) send to me as soon as possible. Please note I enclosed the copy of the letter from Mr. Egan.

Mr. Doi. April 9. 145

Dear Sir:

Today I was asked by the Custodian, Mr. Harris, to give a statement of what happened to the fishing nets and gear which had been stored in this house. I told him that a Mr. Ransford had apparently bought everything as a house-lot from Mr. Robinson who was Custodian at that time and that Mr. Ransford had had every thing here, even down to mending twine & needles, loaded on a Richmond Transfer truck and taken away through Mr. Robinson's authority.

While I was telling Mr Harris these facts, Mr Ransford came in and during the time

I was there (2) I discovered that Mr. Ransford had paid only $25.00 for the house lot and was only charged with lines with no mention made of your nets. I overheard all this in a telephone call with Mr Green at the head office and it was obviously something I wasn't supposed to hear. Ransford said he had no remembrance of any nets and if there had been any then they must have been old junk since in his estimation the whole lot was only worth the $25.00. Rather curious when I had offered $100.00 to Mr. King (at that time, Custodian) for your Spring net alone. He said he'd find out what price you wanted for it and let me know.

The next thing I knew was that Robinson had succeeded Mr. King as Custodian and had disposed of everything to Ransford but today was the first time I had any knowledge of the amount Ransford paid. Now, Mr. Doi, when I was looking over your nets, after Mr. King had seen them, I thought they were pretty good nets and I wanted a Spring net so I had two other fishermen look them over with me and we placed the ones hanging up as about one year old and in good condition so as I said I made Mr King the offer for the Spring net. At that time the good nets, to the best of my recollection, consisted

(4)

of one 9" inch, one 7", one 6½" and two Gockeye webs as well as 4 sets of cork and lead lines, that is, as nearly as I can remember the number together with 4 old nets which had been upstairs but which I had removed and hung on poles in the basement to keep the mice out of the upstairs as much as possible.

I was pretty angry today when I discovered what Ransford had paid for them all and also his description of them, in fact I told Ransford what I thought of him and told him, in the hearing of Mr Harris, that even if he had paid four or five hundred dollars for the house too he wouldnt have took

(5) a thing on the deal. He didnt
seem to care for my idea
of backing you up Mr. Doi
but I play square with
everyone with whom I have any
dealings. You leased this house
to me through my brother-in-
law, John Lubsinsky, in good
faith and I've done my best
to keep that agreement. It is
a pity we did not put the
nets into the lease as I could
have prevented their sale under
those circumstances in the
same manner as I prevented
your furniture from being taken.
If I had known all the facts
sooner, Mr Doi, then I would
have written you before now
but I have only just heard
of them and know you would

(6)

with them.

I would also appreciate it if you would let me know sometime what you would like me to do with the remainder of your furniture and also that of Mrs. Mineoka. I'm sorry to have to tell you, also, Mr. Doi, that the top of the range is burning through the metal top doesn't seem to have much steel in its composition or something, at any rate I wanted you to know. Hoping you and your family are enjoying good health, I am

Sincerely

J. M. Egan

Box 1830
Ashcroft B. C.
July 19 1945

Mr. H. F. Green
Protection Department

File No. 10835

Dear Sir

I send a letter regarding for the fishing gears, but I haven't received any answer from you. Did you received my letter. Please let me know.

Yours truly

T. Doi

DOI LETTER TO MR. T.C. KING, REALTOR OF STEVESTON, B.C., WHO DREW UP THE LEASE AGREEMENT BETWEEN DOI & EGAN.

August 10 1942
Bridge River B.C.

PP 3

Dear Mr. King

In the "House Agreement" paper it said that I rent the furniture but I just rent the Range Stove (kitchen stove). I heard from Mr. Noguchi that he said to you to make an agreement about the stove with Mr. Egan's signature and send to me but I haven't receive it yet. So will you please make an inventory and sent to me as soon as possible. About the house I just rent the main floor (4rooms) and part of the basement. I put all my furnitures and things in upstair and the nets in the basement. In June when I went to the Custodian Office the Custodian said that I have to make the new "House Agreement" cause I didn't rent the furnitures and every rooms in the house. I guess Mr. Noguchi told you about this. And will you please send me the house rent every two month.

At the Custodian Office I forget to report the two Bluestone tanks that in

the garage so will you please put this in the list.

Will you please Mr. King check up the furniture in the upstair and the nets in basement and let me know if everything is all right

Thank you.

T. Dois

PP
6

October 25th, 1942.

Mr. J. A. Egan,
760 #2 Road,
Steveston, B.C.

Dear Sir:

Would you be kind enough, when you are in Steveston, to call at my office in regard to the Doi Lease and Inventory. There was I believe an original inventory made out between you and Doi, but somehow or other it seems to have been mislaid, and as we have received another letter from Doi (which I have sent to the Custodians office) they the Custodians want a signed inventory of the goods left in your care. This inventory was taken by myself some time ago and is ready for your signature.

Am sorry to bother you in this matter, but both the Custodian and myself are very anxious to get it cleared up, as Doi keeps writing letters about this, and is getting very worried about things. He (Doi) claims in one of his letters that the tenant is only to use the Stoves.

Yours very truly,

T C King

25 Oct 42

Inventory of goods in Tomoacki Dois House left in charge of Mr. James A. Egan.

1 3 Pce. Chesterfield Suite
1 Buffet
4 Chairs
1 Clock
1 Kitchen Range
1 Clothes Rack
3 Pictures
1 Bed Complete
1 Vanity and Stool
1 Bureau, No Mirror
1 Occasional Chair
1 Bridge Lamp
1 Table Lamp
2 Smokers Stands
1 End Table
1 Coffee Table
1 Mirror
1 Chesterfield (1 Piece)
1 Desk Table
6 Cushions
1 China Cabinet
1 Babys High Chair
1 Bed Complete
1 Winnipeg Couch
1 Boat Mattrass
1 Babys Crib
1 Chiffioneer
1 Dresser
1 Small Rug
1 Large Carpet
1 Heater
2 Rolls Linoleum
1 Childs Wagon
Sundry Misel' Goods in upstairs room
Blinds on front windows and Bed room
1 Phonograph
1 Bicycle
1 Coleman Gas Heater
Sundry Tools in Basement
1 Coleman Heater
2 5 Gall. Cans
1 Lawn Mower
4 Kitchen Chairs
2 Leather Easy Chairs
6 Gall. New Buff Paint
1o Gall. Pine Green Shingle Stain
Sundry Garden Tools
1 3 Gall Crock

J.A. Egan

A Large quantity of Gill Nets and Lines stored in part of the basement , size and quality unknown. Might suggest that these be looked after at once, as they are in a pile, and rats are very predominant there.

SPECIAL REQUEST

When replying be sure to quote our file number, sign your full name, and state your Registration number.

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE NO. 10835.

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

November 18, 1942.

Mr. Tomoaki DOI,
Registration #03208,
Bridge River, B. C.

Dear Sir:

Attached please find a copy of an inventory of goods which Mr. James A. Egan, tenant of your Steveston property, states is attached to your lease with him.

According to the copy of the lease on our file, Mr. Egan is granted the right to use this furniture. We have a letter from Mr. T. C. King in which he states that Mr. Egan informed him that he was to have the use of the furniture in the downstairs rooms and that he is not using the upstairs.

Mr. King states that Mr. Egan is a very careful and reliable man and is looking after your property in a careful manner.

If the above is not in accordance with your understanding of the lease, kindly advise us.

Yours truly,

G. H. Peers,
Administration Department.

GHP/P.
Encl.

INVENTORY OF GOODS LEFT IN CHARGE OF JAMES A. EGAN

and which belong to Tomoaki DOI

1	3 pc. chesterfield suite
1	buffet
4	chairs
1	clock
1	kitchen range
1	clothes rack
3	pictures
1	bed, complete
1	vanity and stool
1	bureau, no mirror
1	occasional chair
1	bridge lamp
1	table lamp
2	smokers stands
1	end table
1	coffee table
1	mirror
1	chesterfield (1 piece)
1	desk table
6	cushions
1	china cabinet
1	baby's high chair
1	bed, complete
1	Winnipeg couch
1	boat mattress
1	baby's crib
1	chiffonier
1	dresser
1	small rug
1	large carpet
1	heater
2	rolls linoleum
1	child's wagon
Sack	sundry misc. goods in upstairs room
	blinds on front windows and bedroom
1	phonograph
1	bicycle
1	Coleman gas heater
	sundry tools in basement
1	Coleman heater
2	5 gal. cans
1	lawn mower
4	kitchen chairs
2	leather easy chairs
6	gals. new Buff pain
10	gals. pine green shingle stain -
	sundry garden tools
1	3 gal. crock

O A large quantity of Gill Nets and Lines stored in part of the basement, size and quality unknown. Might suggest that these be looked after at once, as they are in a pile, and rats are very predominant there.

(2)

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE No. 10835.

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

January 23, 1943.

Mr. Tomoaki DOI,
Registration No. 03208,
Bridge River, B. C.

Dear Sir:

We beg to acknowledge your letter dated January 18th and we are referring the first paragraph of your letter to our Protection Department for their attention.

In reply to the remainder of your letter, as stated in our letter to you of November 18th, the lease between you and Mr. Egan gives Mr. Egan the right to the use of the furniture and does not restrict him to the use of part of the house as suggested by you. This lease was signed by you and we are of the opinion that you will have to abide by the conditions of the lease.

As we previously stated in our letter to you of November 18th, Mr. King informed us that Mr. Egan is a very reliable man and is looking after your property in a careful manner. Under the circumstances, we do not see that there is anything further that we can do with regard to obtaining a change in the conditions of the lease.

Yours truly,

G. H. Peers,
Administration Department.

GHP/P.

(3)

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE NO. 10835

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

April 11th, 1945.

Mr. Tomoaki DOI,
Reg. No. 03208,
Box 1830,
Ashcroft, B. C.

Dear Sir:-

Thank you for yours of April 3rd enquiring about your fishing equipment left in the basement of your house inhabited by Mr. Egan. We much regret that your previous enquiry of October 19th has not been answered more promptly. It was not overlooked but we were anxious to contact Mr. Egan and make further enquiries as our records showed that only a few odds and ends of equipment were removed from your house and sold by our Steveston representative for $25.00. Mr. Egan was away fishing and we were unable to get hold of him earlier.

We have now discussed this matter carefully with Mr. Egan and Mr. Ransford of Nelson Brothers, who you doubtless knew and who examined the fishing equipment in your house. Mr. Egan, who, as you know bears a very good reputation at Steveston, stated that some nets (not eight as declared by you) were left in the basement and as they were being eaten by mice, he hung them up. Mr. Ransford only recalls a few odds and ends here and states that he himself purchased from individual Japanese before evacuation, $20,000.00 worth of spring nets alone. He was then transferred to other work but other members of Nelson Bros.' staff made similar large purchases of Cohoe and Sockeye nets.

We note that you were not evacuated until June 22nd and we feel that by then you must have disposed of most of your equipment of value. We have no record that your house was ever broken into and it does seem, therefore, as if the remaining contents were worth no more than they fetched.

Turning to your kitchen range, we regret that in conjunction with the B. C. Security Commission we are

(4)

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE NO. 10835

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

May 29th, 1945.

Mr. Tomoaki DOI,
Reg. No. 03208,
Box 1830,
Ashcroft, B. C.

Dear Sir:-

Further to ours of April 27th, we have made additional enquiries but have not been successful in bringing anything to light about your nets.

It strikes us as very curious that Mr. King should, as you say in your letter of April 19th, have written to you in October 1942 saying that the mice might eat your nets and asking you to send money to Mr. Egan for the latter to look after your nets. We should like to investigate this further and as a preliminary ask that you send us the letter Mr. King then wrote to you. We will then approach him and see what he has to say. If he cannot throw any light on this matter we do not believe there is anything further we should be able to do.

Yours truly,

H. F. Green
Protection Department

HFG:IF

(5)

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE NO. 10835

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

April 27th, 1945.

Mr. Tomoaki DOI,
Reg. No. 03208,
Box 1830,
Ashcroft, B. C.

Dear Sir:-

This is to acknowledge yours of April 19th from which we see that events subsequent to your evacuation seem to cast some doubts on Mr. Egan's reliability. We are going into this matter further with our former Steveston representative and will see what we can discover.

Yours truly,

H. F. Green
Protection Department

HFG:IF

(6)

EXHIBIT No. 71-7
DATE 12 Feb 1948
FILED BY
J.W.G. Hunter

P P
14 A

10835

May 29th, 1945.

Mr. Tomoaki DOI,
Reg. No. 03208,
Box 1830,
Ashcroft, B. C.

Dear Sir:-

Further to ours of April 27th, we have made additional enquiries but have not been successful in bringing anything to light about your nets.

It strikes us as very curious that Mr. King should, as you say in your letter of April 19th, have written to you in October 1942 saying that the mice might eat your nets and asking you to send money to Mr. Egan for the latter to look after your nets. We should like to investigate this further and as a preliminary ask that you send us the letter Mr. King then wrote to you. We will then approach him and see what he has to say. If he cannot throw any light on this matter we do not believe there is anything further we should be able to do.

Yours truly,

H.F.Green
Protection Department

HFG:IF

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

Date. March. 9/48. E. M. Young
Signature

B

MEMORANDUM

File No.: 10835 May 29th, 1945.

To: Mr. Mackedie
From : Mr. Green

Re: Tomoaki DOI

I am bringing this file forward to you though I do not think there is very much further we can do.

Would you first of all please read my memorandum of November 8th, my letter of April 11th to the Japanese, his reply of April 19th, and my answer attached.

If Doi sends King's letter or in any case, you might get Harris to approach Mr. King. It is just possible he can throw some light on this matter failing which we must assume that the nets were either taken by Egan or removed from his premises while he and his wife were at work. I am afraid that there is not enough evidence for us to take action against Egan and the matter will have to be dropped.

HFG:IF

(Pencil note) Harris has seen King who reports "The house was boarded up by Doi & not by him, when he went to look over the net storage he found some boards had been torn off and all goods nets had been removed."

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

Date. March 9/48 E. M. Young
Signature

C

M E M O R A N D U M

File No. 10835 June 30th, 1945.

TO: The File

FROM: Mr. R.B. Mackedie

RE: Tomoaki DOI - Nets

In answer to Mr. Green's note at the foot of his letter to the above, dated April 27th, 1945, Mr. Harris contacted Mr. King, who reported to him that the house had been boarded up by Mr. DOI and not by him.

When he went to the house to look over the nets stored there, he found some boards had been torn off and all the good nets had been removed.

It would appear then that these nets had been stolen from the house during Mr. Egan's absence while at work and that there is no possible way to trace them, and as we have no evidence against Mr. Egan, the matter will have to be dropped.

RBM:LBM

R.B.M.

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

Date..March..2/48.. ..E.M..Young..

Signature

File No. 10835

B

MEMORANDUM -- TO THE FILE

May 29, 1947.

Re: Tomoaki DOI
Reg. No. 03208

Further to my memorandum to the file, dated May 23, 1946, after reading the contents of Tomoaki DOI's letter of June 9,1945, I thought it advisable to have a talk with Mr. Bob Ransford. Mr.Ransford came into this office today, and in our conversation, I asked him if he could remember a purchase of nets, made by him, from Mr.C.C. Robinson, in the house of Tomoaki DOI. Mr. Ransford stated that he remembers the incident quite clearly, as he had formerly been questioned by Mr.G.M. Harris about this same transaction. The only items that Mr. Ransford purchased were a few odds and ends of lines, and he made an offer of $25.00 for the lot, to which Mr. Robinson agreed.

Mr. Ransford is forwarding us a letter covering this situation, for our files.

Geo. Peters

GP/EL

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

Date. March 9/48

E. M. Young
Signature

THOMAS C. KING
Real Estate and Insurance

78 Georgia Street
Steveston, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED OCT 22 1942

October 20th, 1942.

Mr. F. G. Shears,
Assistant Manager,
506 Royal Bank Building,
Vancouver, B. C.

EXHIBIT No. 71-8
DATE 12 Feb 1948
FILED BY
J.W.G. Hunter

Dear Sir:

Re: Tomoaki DOI. File #10835.

The attached letters from the above are forwarded you for attention, as I have been instructed to forward all correspondence from Japanese direct. I did not answer his letter dated August 10th, as I could not quite get his point of argument. The only thing I know in this case, is that he drew a lease for the rental of his place including his furniture to this Mr. Egan, and I was unable to draw up another lease which would cancell the original. I did however take this matter up with Mr. Egan, and he states that he has the use of the furniture in the downstairs rooms (he is not using upstairs) and claims that according to his lease he is entitled to do so.

I must mention that this tenant Mr. Egan, is a very careful and reliable man and is looking after Doi's property in a careful manner.

A copy of this lease was forwarded to Mr. Mather, on June 15th, 1942, and I have no doubt that it is on your file. A copy of the Inventory was also sent later on.

Yours very truly,

Thomas C. King.

(Pen note) I did not answer either letter.

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

Date. March 9/48 ..... E. M. Young ...
Signature

RP
3

EXHIBIT No. 71-9
DATE 17 Feb. 1948
FILED BY
J. W. S. Hunter.

607
~~670~~ DOI, Tomoaki
No. 2 Rd., Richmond, B. C.
Evac. File 10835

Picture Taken April 9, 1943