Name of Claimant UEGAMA, Imataro Samuel Case 224

Custodian File 12495

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% there-of	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:		
						% of Total	Amount		% of Total	Amount	

PERSONAL PROPERTY

Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	

NETS

Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
225.00	86.10						Sp	89.60
		25.83				394.50	47.34	73.17

TOTAL RECOMMENDATION	162.77

CASE NO: 224

JAPANESE PROPERTY CLAIMS COMMISSION

Vernon, B.C.

April 30, 1948

IN THE MATTER OF THE CLAIM OF

SAMUEL IMATARO UEGAMA

PROCEEDINGS AT HEARING

Original

CASE NO: 224

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

(HIS HONOUR, JUDGE M.M. COLQUHOUN, SUB-COMMISSIONER)

10 Vernon, B.C.

April 30, 1948

IN THE MATTER OF THE CLAIM OF

SAMUEL IMATARO UEGAMA

PROCEEDINGS AT HEARING

20 APPEARANCES:

D.S. McTAVISH, Esq.,	appearing for the Dominion Government.
R.J. McMASTER, Esq.,	appearing for the Claimant.

T.J. MARRION, Esq.,	Secretary to Vernon Sub-Commission.
G.N.R. UPTON, Esq.,	Official Interpreter.
G. HAMBLETON, Esq.,	Official Reporter.

30

MR. McMASTER: The case of Samuel Imataro Uegama, No. 225 on the original list.

SAMUEL IMATARO UEGAMA the Claimant herein, being first duly sworn, testified as follows:

MR. McMASTER: Your honour, in this case the claimant made a claim with respect to his business including fixtures, stock-in-trade, goodwill and accounts receivable, on the face of the claim and for certain household chattels on the back of the claim. It appears that the Custodian sold the chattels unrelated to the goodwill of the business, and therefore, in view of the Commissioner's ruling, he will have to abandon any claim for goodwill.

The total chattel claim, aside from the radio, to which I wish to speak in a moment, is $958.50, which includes both his equipment and the furniture which the Custodian sold for $462.60. I would ask leave to amend the claim by adding to it a claim with respect to his radio in which he is claiming $75.00, and which was sold by the Custodian for $17.50. He will show in his statement that I propose to file that he drew his claim form from the auction sheets which the Custodian had sent to him, and apparently the Custodian didn't send him a copy of the auction sheet with respect to the radio, and that is the reason why it was overlooked.

DIRECT EXAMINATION BY MR. McMASTER:

Q: Witness, I understand that you are a veteran of the First Great War, a Canadian veteran?

A: Yes, sir.

Q: And you served overseas? A: Yes, sir.

Q: In the First Great War? A: Yes, sir.

Q: In Belgium and France and Germany?

A: Yes.

Q: Did you instruct me to draw this statement with
10 regard to your equipment and household furnishings other than the radio, and is that your signature on the statement? A: That is right, sir.

Q: And are the contents of that statement true to the best of your knowledge and recollection?

A: Yes.

MR. McMASTER: I ask to file that statement with regard to equipment and household effects other than the radio as Exhibit No. 1.

20 (STATEMENT MARKED EXHIBIT NO. 1)

MR. McMASTER: Your honour, referring to Exhibit No. 1, on the back of the exhibit appears the list of articles claimed for, showing their respective ages and condition and estimated value. I would draw attention particularly to the note at the foot of the page that the Neon signs were readily adaptable for use by any cleaner.

Q: Witness, I produce to you a picture. Is that a picture of the store, the cleaning operation that
30 you used to operate?

A: That is right.

Q: And is the neon sign fastened to the front of the building shown in the picture one of the neon signs with respect to which you are now making a claim?

A: The top one and the bottom one.

Q: And is this sign in the window the other neon sign, the one with "50¢" in the middle of it?

A: Yes.

MR. McMASTER: Yes. I ask to file that picture as an exhibit.

10

(PHOTOGRAPH MARKED EXHIBIT NO. 2)

Q: Referring to that last exhibit, the picture, witness, the words "happy" and "Bay 9097" are just painted on the sign, is that correct?

A: That is right.

Q: And the word "Cleaners" is lighted with neon?

A: That is right.

Q: And the big arrow pointing down towards the store is neon? A: That is right.

20

Q: And in the sign in the window, the part with "50¢" on it and some printing is a card that slides into it? A: Yes.

Q: And the neon part is around the outside of that sign? A: Yes.

MR. McMASTER: If I might refer back to Exhibit No. 1, the claimant states that on or about August 24, 1942, he entered into an agreement with Campbell Brothers to rent to them his cleaning and pressing business at 2784 West 4th Avenue for $15.00 per month. The agreement had provision for his

30

protection upon his return so that the rental was small. In August, 1943, Campbell Brothers did not renew the agreement as they stated they did not need the presser, boiler, burner and sleeve press. However, they were prepared to hire the balance of the equipment which the Custodian sold for $76.50 at $5.00 per month or $60.00 per year. They did, in fact, rent this equipment at that rental for three months, but then the Custodian saw fit to dispose of the goods and chattels.

10

The claimant states that he does not know what, if any, was the ceiling price on his equipment. "Apparently O.J. Henry Company advised the Custodian that the cost price of my Pantex Pressing machine complete with boiler would be $525.00 and that the ceiling price was 70% of this amount, or $367.50. In the sale which the Custodian made for $367.50, however, he included, in addition to my steam press and boiler, my sawdust burner, steam pipes, and sleeve press. The total cost of all these items to me was $652.00, not $525.00. I do not know if the same rate for ceiling price applied to the additional items. Subject to the ceiling prices, I consider the values shown by me to be fair market values." The values are then shown on the back.

20

Q: Now, witness, I produce to you what purports to be a copy of a Conditional Sales Agreement. Is that a copy of the Conditional Sales Agreement under which you purchased the Pantex Garment Press?

30

A: Yes.

Q: With respect to which you are now making a claim?

A: Yes.

MR. McMASTER: This is a copy of a Conditional Sales Agreement dated June 9 -- it appears to be June the 7th, 1936, between Canadian Pantex Machinery Company Limited of Montreal and Happy Cleaners, "F.O.B. Vancouver, B.C., one. . .Pantex Garment Press, $450.00, sales Tax $36.00, or a total of
10 $486.00," and it provides the terms of payment.

I would ask to file that as the next exhibit.

(AGREEMENT MARKED EXHIBIT NO. 3)

Q: Now, witness, I produce to you a letter purporting to be from Household Finance Corporation addressed to yourself. Did you receive that letter from Household Finance Corporation? A: Yes.

Q: And does that letter refer to the payments due on your purchase of the large neon sign with res-
20 pect to which you are claiming? A: Yes.

MR. McMASTER: This is a letter, your honour, dated September 25, 1936 addressed to the claimant, re The Happy Cleaners, purporting to be from Household Finance Corporation Limited, which states:

"Dear Sir: This is to advise you that we are the holders, in due course, of your promissory note, due as follows:

"September 16th, 1936, $10.00, October 16th, 1936, $10.00 and the sum of $10.00 on the 16th
30 day of each and every month thereafter until the

note is paid in full.

"Also we are the assignees for value in and to all of the Vendor's right, title and interest in and to the Conditional Sale Agreement entered into by you with B.C. Signals and Signs Limited on the 16th day of September, 1936 for the purchase of:

"Neon sign, double face, with the word 'Cleaners' in 8" red neon letters, and a blue
10 arrow cutting through box.

"The balance due is $170.00 payable in the amounts and on the dates as set out by the promissory note and you will therefore henceforth make payments to this office. . ."

And it gives the address of the office. I would ask to file that as the next exhibit.

(LETTER MARKED EXHIBIT NO. 4)

Q: Witness, I take it that you have lost your copy of the Conditional Sales Agreement referred to
20 in that last exhibit? A: Yes, I have.

Q: I produce to you what purports to be a copy of an agreement between yourself and William C. Campbell and Robert B. Campbell dated the 24th day of August. The actual year doesn't appear. What date was that in -- 1942? A: 1942.

Q: And that is your signature on that document?

A: Yes.

MR. McMASTER: This, your honour, is a copy of the agreement between the claimant and Campbell Bro-
30 thers with respect to the hiring of his equipment

and business to Campbell Brothers. I point out particularly clause 10 showing that it related to the business. Clause 10 is a restrictive clause, or covenant, which privides, in the event of his return, that Campbell Brothers will not go into business in the vicinity of his shop for a period of one year. There is an inventory of equipment attached to the back of the agreement.

(AGREEMENT MARKED EXHIBIT NO. 5)

10 I would ask my learned friend to admit that the balance of the equipment other than the steam press, boiler, sleeve press and connection pipes were in fact rented by Campbell Brothers at $5.00 per month for a period of three months. I believe it was August, September and October of 1943.

MR. McTAVISH: I believe that is correct, your honour. I will confirm it in just a moment.

MR. McMASTER: Q: Witness, did you instruct me to

20 draw this statement with regard to the radio with respect to which you are making a claim and is that your signature on this statement?

A: Yes, sir.

Q: Are the contents of that statement true to the best of your knowledge and recollection?

A: Yes, sir.

MR. McMASTER: I would ask to file the statement with regard to the radio as the next exhibit.

(STATEMENT MARKED EXHIBIT NO. 6)

30 Q: This radio, witness, was a large cabinet radio,

is that correct? A: Yes.

Q: Witness, do you have with you this morning any communication from the Custodian showing that he rented your equipment to Campbell Brothers for $5.00 a month after disposing of the boiler?

A: Yes.

Q: Do you have that with you?

A: You mean the rent?

Q: A letter or some account from the Custodian.

10 A: I think I have from the Custodian the note, you know.

Q: Yes. Have you got it here this morning, or not?

A: I don't think I have.

MR. McMASTER: Very well. Perhaps my friend will find it.

THE WITNESS: The first letter, they advised me to sell the machines, and in the rest of it they wanted to rent it at $5.00 a month.

MR. McMASTER: Q: And you actually received $5.00 a

20 month rent for a period of 3 months?

A: Yes.

Q: I see.

MR. McMASTER: Well, perhaps my friend could confirm it at a later hearing of these proceedings, before the matter comes on in Vancouver.

Your witness.

MR. McTAVISH: It is submitted, your honour, that the personal property was in the Custody of someone other than the Custodian appointed by the

30 owner. In that case, the Custodian was only

liable from the time he assumed custody. It is submitted that the personal property which was sold was sold for its fair market value. It is submitted that where the claimant has claimed for something which was not sold that his claim is exhorbitant.

Referring to Exhibit No. 1, your honour, the Custodian sold the Pantex Steam Press, boiler, sawdust burner and the steam pipes for which the claimant is claiming $529.00 -- I had it $679.00, but I see the correct figure should be $529.00.

THE COMMISSIONER: Yes, that is right.

MR. McTAVISH: The Custodian sold it for -- how much was that?

MR. McMASTER: Are you referring to what the claimant says the estimated value was? That would be the first four items, wouldn't it?

MR. McTAVISH: The first four items?

MR. McMASTER: $679.00.

MR. McTAVISH: That is what I had originally figured out, your honour, but it is so difficult to make these things correspond. There are five items making $679.00.

MR. McMASTER: That is the press.

MR. McTAVISH: Steam boiler.

MR. McMASTER: Steam boiler.

MR. McTAVISH: $100.00.

MR. McMASTER: Yes. The sawdust burner $25.00.

MR. McTAVISH: $25.00. The steam pipes at $4.00.

MR. McMASTER: I am sorry, I beg your pardon.

MR. McTAVISH: That is the same mistake I made. $525.00.

MR. McMASTER: I see.

MR. McTAVISH: The Custodian sold one neon sign -- there were two claimed for -- cutting table and safety can for $27.00, and, assuming it was the small neon sign, the claimant is claiming $63.00 for those items; if it is the large neon sign, he is claiming $163.00 for those items. The Custodian sold the sewing machine for which the claimant is claiming $60.00 for $45.00. The covered chair, for which the claimant is claiming $5.00 was sold for $2.25. The household furnishings; the chairs for which the claimant is claiming $3.00, were sold for $1.50. The kitchen cabinet, for which the claimant is claiming $15.00, were sold for $3.00. The table and buffet were sold together for $1.50, and the claimant is claiming $20.00 for them. The high chair, for which the claimant is claiming $3.50, were sold for $1.60, and two beds and springs, for which the claimant is claiming $30.00, for $11.00.

I put in as an exhibit, your honour, the Custodian's Analysis of Personal Property Claim.

(ANALYSIS MARKED EXHIBIT No. 7)

MR. McTAVISH: I refer your honour to the first paragraph of Exhibit 5, which is the agreement between the claimant and Campbell Brothers. In the first paragraph, the "Owner agrees to let and the Hirers agree to hire the equipment, machinery,

furniture, chattels, and effects. . .described in the Schedule hereto annexed. . ."

With regard to the radio claimed for, your honour, the claimant claims $75.00 and it was sold by the Custodian for $17.50.

I think, on the whole, it is purely a question of value, your honour. No questions.

MR. McMASTER: I would ask my learned friend to advise me as to whether the radio was appraised.

10 MR. McTAVISH: There is nothing on the file, your honour, to indicate it was appraised.

MR. McMASTER: Perhaps my friend will undertake, if there was an appraisal, to produce it before the hearings in Vancouver.

MR. McTAVISH: Yes, your honour.

MR. McMASTER: No further questions.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hambleton

G. Hambleton
Official Reporter

Ihereby certify that the foregoing transcript purports to be an accurate record of the evidence adduced before me.

M.M. Colquhoun

"M.M. Colquhoun"
Sub-Commissioner.

30

CASE No 224 NOV 26 1947 for Tuesday Feb 10

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

12495

NOTIFIED

20

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

(1) NAME UEGAMA IMATARO SAMUEL (RCMP) Reg. No. 03236
(Print) Surname Given Name

(2) Pre-Evacuation Address 2784 - W. 4th. AVE., VANCOUVER, B.C.

(3) Present Address R.R. No. 1, SUMMERLAND, B.C. Nanaimo

(4) REAL ESTATE

(a) Street Address (if any) _____
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) _____

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

(i) ~~Farm~~
(ii) ~~Residence~~ Type of business CLEANERS and DRESSMAKER
(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 - - - - - - - - - - - - - - - - - - $ _____

(ii) Buildings - - - - - - - - - - - - - - - - - $ _____

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - $ 2,500.—

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ _____

(v) Amount at which Custodian sold property and credited your account - - $ 474.14

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - - $ 2025.86

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
2784-W. 4th. AVE., VANCOUVER, B.C.

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

(c) How stored or packed at time of evacuation UNPACKED

(over)

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

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

1.	7 CHAIRS	Estimated Value $ 5.25
2.	1 KITCHEN CABINET	Estimated Value $ 15.00
3.	1 TABLE	Estimated Value $ 5.00
4.	1 BUFFET	Estimated Value $ 15.00
5.	1 HIGHCHAIR	Estimated Value $ 3.50
6.	2 BEDS and SPRINGS	Estimated Value $ 35.00
7.		Estimated Value $
8.		Estimated Value $
9.		Estimated Value $
10.		Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 78.75

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.

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

NOV 26 1947

12495

CANADIAN LEGION, B. E. S. L.

SUMMERLAND BRANCH, No. 22

West *SUMMERLAND, B. C.* November 22 *194* 7

To whom it may concern

This is to certify that Samuel Imataro Uegama is a paid-up member of the Summerland Branch of the Canadian Legion, B.E.S.L., having joined on August 14, 1946.

This veteran served in the 28th Bn. from January 1918 to June 1919 and saw service in Canada, England, Belgium, France and the army of occupation in Germany.

Careful consideration of this veterans problems will be appreciated.

Yours truly,

L. G. Perry

L.G. Perry,
Secretary.

NOV 26 1947

12495

Rural Route #1.

Summerland. B.C.

November 21st. 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.

In the investigation of this Claim please take into account the fact that I became a Naturalized Canadian Citizen in May 1914, before the first World War, and was a soldier #257855 28th Bat Regina, and am now a member of the Canadian Legion.

In considering this claim please make the best settlement possible in view of the above mentioned facts.

Yours very truly,

S. T. Megama

SAMUEL I UEGAMA
(Claimant's Name)

PERSONAL CHATTELS

03236
Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
See list on back.					958.50

Description of Storage of Goods: On or about August 24/42 I entered into an agreement with Campbell Bros. to rent to them my cleaning & pressing business at 2784 W 4th Ave. for $15.00 per month. The ~~agreement~~ had provisions for my protection upon my return, so that the rental was small.

In August/43 Campbell Bros. did not renew the agreement as they stated they did not need the Presser, boiler, burner & steam press However they were prepared to hire the balance of the equipment (which the custodian sold for 76.50) at $5.00 per month (i.e) 60.00 per year. They did in fact rent this equipment at that rental for 3 mos but then the Custodian saw fit to dispose of it

General Statement as to Chattels not Described above:

EXHIBIT No.
DATE
FILED BY

I do not know what if any was the ceiling price on my ~~equipment~~. Aparently O.J. Henry Co. advised the Custodian that the cost price of my Pantex Pressing Machine complete with boiler would be $525.00 and that the ceiling was 70% of this amount or $367.50. In the sale which the custodian made for $367.50 however he included in addition to my steam press and boiler my sawdust burner, steam pipes (30') & steam press. The total cost of all these items to me was $642.00 not $525.00. I do not know if the same rate for ceiling price applied to the additional items. Subject to ceiling prices I consider the values shown by me to be fair market values. (see over)

Additional Comments, if any:

SIGNATURE

Equipment Description	Date acquired	New or used	Price	Condition when Evacuated	Estimated value
Model 41-0-A No C9-16119 Pantex	1936	new	486.00	Good	400.00
Steam Press.		"	125.00	"	100.00
Steam boiler 12x36	1936	"	35.00	"	25.00
Sawdust Burner	1936	"	6.00	"	4.00
STEAM Pipes 30'	1936	"	180.00	"	150.00
Large Neon Sign (Outside)	1936	"	65.00	"	50.00
Neon Display sign (Inside)	1936	"	15.00	"	10.00
6' Counter	1932	used	75.00	"	60.00
8'x14' Cutting Table	1932	"	80.00	"	60.00
Sewing machine (Foot FA607481)	1932	"	20.00		10.00
6'x3'x4' show case & mirror	1932	"	15.00	"	10.00
8'x3'x10' showcase	1932	"	3.50	"	3.00
Safety Can (Gas)	1940	new	7.50	"	5.00
1 cloth covered chair	1939	"	2.50	"	1.50
1 " " stool	1939	"	20.00	"	15.00
2 Models	1937	"	3.00	"	2.00
1 Iron Board	1939	"	2.00	"	1.50
2 Steam Board	1939	"		Sub Total	857.00
				300	
Household furnishing			4.50	"	
3 chairs	1936	"	25.00	"	15.00
Kitchen Cabinet	1936	"	10.00	"	5.00
Table	1936	"	30.00	"	15.00
Buffet	1936	"	5.25	"	3.50
Highchair	1938	"	18.00	"	10.00
1 Bed + Spring	1934	"	25.00	"	20.00
1 Bed + Spring	1937	"			71.50
				Total	$958.50

EXHIBIT No. 224-1
DATE 30 April 1948
FILLED BY Claimant

Note The neon signs were readily adaptable for use by any cleaner.

HAPPY
CLEANERS
BAY. 9097
HAPPY CLEANERS
MRS. K. UEGAMA
DRESSMAKING
ALTERATIONS.
PHONE
BAY: 9097.
50¢
SUITS OR COATS
SPONGED & PRESSED
40¢
WHILE YOU WAIT
7up

EXHIBIT No. 224-2

DATE 30 April 1948

FILLED BY Claimant

CONDITIONAL SALE AGREEMENT

AGREEMENT Made this 27 day of June 1936

BETWEEN CANADIAN PANTEX MACHINERY CO., LTD., Montreal, Quebec (hereinafter called the Vendor) and Happy Cleaners

(hereinafter called the Purchaser) WITNESSETH as follows:

1. The Vendor agrees to sell and the Purchaser to buy the following Equipment, to be shipped to the Purchaser at 2784 - W 4th Ave (Address) by S.S. (Route)

F. O. B. Vancouver B.C.

QUANTITY	MODEL	MAKE AND DESCRIPTION	AMOUNT
1	4-C-27	Pantex Garment Press	150 00
		Sales Tax	36 00

ELECTRIC SPECIFICATIONS ..... H.P. Motor .....

Type ..... Cycle ..... { explosion proof or standard open }

Phase .....

..... Voltage A.C. ..... D.C. .....

2. In cash on the date hereof $ 75 00 In cash or sight draft against Bill of Lading $ 73 00

(*This payment must include Sales Tax*)

In 16 payments of $ 20 00 per month and

1 payments of $ 18 00 per month.

3. Cash terms, $ ..... cash with order, balance 30 days.

4. $ ..... allowance on .....

trade in machines, models Nos. ..... Serial Nos. .....

..... to be returned to Montreal Warehouse freight prepaid.

Credit to be applied on last notes when purchased on time payments, and allowance from invoice when purchased on cash terms.

5. The Purchaser hereby acknowledges receipt of a copy of this order at this date, and accepts all conditions on back thereof and acknowledges that they form part of this Conditional Sale Agreement, and further agrees and declares that this contract embodies all the agreements made between Vendor and Purchaser in any form. It is further understood that this order is not binding on Canadian Pantex Machinery Co., Ltd., nor its agents, until accepted by head office official.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

WITNESSES: Per .....

(*Purchaser's signature*)

J. P. Turner

CANADIAN PANTEX MACHINERY CO., LTD.

By .....

(*To be signed by head office official*)

Complying with law in effect in several provinces, the Landlord of premises occupied by Purchaser is

W. L. Bowie

(*Name*)

2784 - W. 4th Ave Vancouver B.C.

(*Address*) (*Town or City*)

EXHIBIT No. 224-3
DATE 30 April 1948
FILLED BY
Claimant

CONDITIONS

SECTION 1. In this contract "equipment" shall be construed to mean not only the machinery specified on the face of this contract, but also any and all accessories delivered therewith.

SECTION 2. The Vendor shall not be responsible for loss or damage suffered by the Purchaser because of failure on the part of the Vendor to deliver the equipment or because of delay in delivery thereof if such failure to deliver or delay in delivery is due to causes beyond the Vendor's control.

SECTION 3. All boilers having been inspected and approved by proper officials of the government, the Vendor does not give any warranty or guarantee in respect of the same.

SECTION 4. The Purchaser's order shall remain open for acceptance for a period of fifteen days and shall not be countermanded during such period.

SECTION 5. Until payment in full of the purchase money and all costs and expenses, the equipment shall, from and after the time of shipment from the Vendor's factory, be at the risk of the Purchaser and the Purchaser will insure against loss or damage by fire in favour of the Vendor for an amount sufficient at all times to cover the Vendor's interest therein and on demand the Purchaser will assign and deliver to the Vendor the policy or policies of insurance.

SECTION 6. Until payment in full of the purchase money and all costs and expenses it is hereby understood and agreed that the property in the equipment and in all other equipment or goods hereafter during the currency of this agreement ordered by the Purchaser and the title thereto shall remain in the Vendor until all the terms and conditions of this contract and of all future orders have been fully complied with and all moneys payable, or notes given hereunder or under any future orders have been fully paid and satisfied, whether or not any judgment or judgments shall have been obtained for the same, or any part or parts thereof.

SECTION 7. The Purchaser agrees that upon delivery of the machine from the Vendor's factory he will give to the Vendor a promissory note for the amount payable under the terms of this contract bearing interest at seven per cent. per annum payable as well after as before maturity, such promissory note to be on the Vendor's usual form.

SECTION 8. The delivery of the said note by the Purchaser to the Vendor or the negotiation or discounting of same by the Vendor or the institution of suit or procuring of judgments thereon, the loss, injury, confiscation, or destruction of the said equipment shall not operate as payment or in any manner release the said Purchaser from his obligations hereunder until payment in full in cash be made.

SECTION 9. The Purchaser agrees to keep the said equipment free of all taxes and encumbrances and that he will not remove the same from the premises mentioned on the face of this contract as the place of delivery without the written consent of the Vendor and shall not without such written consent transfer any interest in such equipment or in this contract. The Purchaser agrees to provide safe storage and proper care of the said equipment and agrees to pay for all repairs and work done and material supplied upon or in connection with and all expenses incurred on account of said equipment from time to time as same are made, done or incurred, and the Purchaser shall not at any time, suffer or permit any charge or lien to exist against the said equipment.

SECTION 10. The Purchaser agrees that in the event of default by the Purchaser in complying with the terms of payment hereof, or if the Purchaser shall fail to comply with any of the covenants, promises, stipulations or conditions herein contained, or upon the Purchaser becoming bankrupt or insolvent or if he disposes of any substantial portion of his assets, or if the said equipment be seized for rent, or taxes, or if the rent be in arrears the full amount unpaid shall immediately become due and payable.

SECTION 11. If the Purchaser makes default in complying with the terms and conditions hereof or on the happening of any of the events mentioned in the last preceding paragraph, the Vendor may, at its option take immediate possession of said equipment without demand, wherever found, without any process of law, whatsoever, and for this purpose, the Vendor may, by his agents or servants, enter upon the premises and remove said equipment, and shall not be liable for such seizure or entry. Upon repossession all rights of the Purchaser hereunder shall cease and terminate absolutely and the Vendor shall be entitled to such sum as it shall determine as sufficient to pay for the rental of the equipment while in the Purchaser's possession and to compensate the Vendor for depreciation of the goods during such time and any amounts theretofore paid by the Purchaser on account may at the Vendor's option be applied by it on account of and in satisfaction of the sum so fixed for rent and depreciation without liability on the part of the Vendor to account therefor and the Purchaser agrees forthwith on demand to pay to the Vendor any balance of such sum so fixed.

SECTION 12. The Vendor may resell the said equipment repossessed at public or private sale with or without notice (if notice given, notice by mail to last known address being sufficient) and upon such terms and in such manner as Vendor may determine and to that end may make such repairs to the equipment as the Vendor deems necessary. The Vendor may bid at any such sale. The proceeds of the sale after deducting all expenses for retaking, repairing and selling the said equipment, including solicitors' costs shall be applied upon the balance due.

SECTION 13. The Purchaser agrees that the repossession, and retention sale or right thereto shall not affect the Purchaser's liability until full payment has been made in cash, or the Vendor's right to sue the Purchaser at any time for any moneys due and payable either due by the terms of payment as set forth in this contract or which have become due and payable by reason of seizure or default on the part of the Purchaser in fulfilment of any of the terms, conditions, covenants and provisoes of this agreement. The Vendor shall have the right to enforce one or more remedies hereunder successively or concurrently and such action shall not operate to stop or prevent the Vendor from pursuing any further remedies which he may have hereunder.

SECTION 14. If part payment under this contract is made in goods, the Purchaser hereby warrants that such goods are free from any liens, claims or encumbrances and agrees to save the Vendor harmless as against any claim or demand which may be made against such goods by any person claiming to have any lien, claim or encumbrance thereon.

SECTION 15. The agreement and the promissory note herein referred to constitute the whole contract between the parties hereto and no agent or other representative of the Vendor shall have power to waive, modify or alter any provision hereof unless such waiver, modification or alteration shall be in writing attached hereto and signed by an officer of the Vendor's head office.

SECTION 16. This agreement and all its covenants, terms, conditions and stipulations shall apply to and bind the heirs, executors, administrators, successors and assigns of the Purchaser and shall enure to the benefit of and be enforceable by the Vendor, its successors and assigns.

SECTION 17. Provided and it is hereby agreed that in construing these presents the words "Vendor" and "Purchaser" and the personal pronouns "he" or "his" relating thereto and used therewith, shall be read and construed as "Vendor" or "Vendors," "Purchaser" or "Purchasers" and "his," "her" or "their" respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

CONDITIONAL SALES AGREEMENT

Dated .....

Filed .....

No. .....

BETWEEN

.....

.....

AND

CANADIAN PANTEX MACHINERY CO., LTD.

MONTREAL, QUE.

$ .....

Landlord notified by Registered Mail

..... 19 .....

Telephone Trinity 5878

HOUSEHOLD FINANCE CORPORATION

LIMITED

Standard Bank Building . . . Vancouver, B.C.

September 25, 1936

S. Uegama, Esq.,
2784 West 4th Avenue,
Vancouver, B. C.

Re The Happy Cleaners.

Dear Sir:

This is to advise you that we are the holders, in due course, of your promissory note, due as follows:-

September 16th, 1936, $10.00, October 16th, 1936, $10.00 and the sum of $10.00 on the 16th day of each and every month thereafter until the note is paid in full.

Also the We are the Assignees for value in and to all of the Vendor's right, title and interest in and to the Conditional Sale Agreement entered into by you with B. C. Signals and Signs Limited on the 16th day of September, 1936 for the purchase of:-

Neon sign, double face, with the word CLEANERS in 8" red neon letters, and a blue arrow cutting through box.

The balance due is $170.00 payable in the amounts and on the dates as set out by the promissory note and you will therefore henceforth make payments to this office, Suite 527,510 West Hastings Street, Vancouver, B. C.

Very truly yours,

HOUSEHOLD FINANCE CORP. LTD.

By D. Nourt

:DN
E.&.O.E.

EXHIBIT No. 224-4
DATE 30 Apl 1948
FILED BY Claimant

THIS INDENTURE made the 24th day of August, A.D.

BETWEEN:

SAMUEL IMATARO UEGAMA, of 2784 West 4th Avenue, in the City of Vancouver, in the Province of British Columbia, Cleaner and Presser; Hereinafter called the "Owner"

OF THE FIRST PART

A N D:

WILLIAM C. CAMPBELL and ROBERT E. CAMPBELL, of 1399 Granville Street, in the said City and Province, Cleaners and Pressers; Hereinafter called the "Hirers"

OF THE SECOND PART

WHEREBY IT IS AGREED AS FOLLOWS:

1. The Owner agrees to let and the Hirers agree to hire the equipment, machinery, furniture, chattels, and effects (hereinafter referred to as the "said effects") described in the Schedule hereto annexed, for the period of One (1) year from the 24th day of August, 1942 (hereinafter called the "said term").

2. It is hereby understood and agreed that the said effects are now situate on the premises known as the Happy Cleaners and Dyers, at 2784 West 4th Avenue, in the City of Vancouver, Province of British Columbia.

3. The hirers shall pay to the Custodian of Enemy Property or his appointed agent or agents a rental of Fifteen Dollars ($15.00) for each month of the said term for the hire of the said effects. Such rent shall be payable monthly in advance on the 24th day of each month, the first of the said payments being that due on the 24th day of August 1942, payable on the execution of these presents and the receipt of the said first payment is hereby acknowledged.

4. The hirers during the continuance of the hiring will, at their own expense, keep the said effects in a good

EXHIBIT No. 224-5
DATE 30 April 1948
FILLED BY Claimant

state of repair and condition (reasonable wear and tear and damage by fire, lightning, tempest, war or any other matters beyond the control of the hirers excepted) and will at the determination of the said term or any renewal or renewals thereof, replace such of the said effects as may be broken, damaged, or missing by any cause other than those expressly excepted with other articles of a like pattern or value, or in lieu thereof, will pay a fair compensation for all such articles.

5. The hirers shall duly and punctually pay all rents, rates, and charges payable in respect of the said premises in which the said effects or any of them shall be during the said term and shall on demand produce to the Owner or his agent the last receipts for such respective payments.

6. The hirers shall not during the said term remove the said effects or any of them from the said premises or suffer them or any of them to go out of their possession, except with the written consent of the owner.

7. The hirers shall not cause or suffer any of the said effects to be affixed to the said premises in such a way that they shall become fixtures.

8. The owner or his agent may at all reasonable times enter the said premises and shall have access to the said effects for the purpose of viewing the state and condition of the said effects.

9. Upon any breach by the hirers of the stipulations contained in this agreement or upon any distress or execution being issued against the said hirers or against the said effects the owner, the Custodian of Enemy Property, or his agent, may without any previous notice determine this agreement and retake possession of the said effects, the hirers hereby waiving any claim for damages arising from the retaking of possession by the owner, the Custodian of Enemy

Property or his agent duly authorized.

10. The hirers may operate under the name of "Happy Cleaners and Dyers" during the term of this Agreement or any renewal or renewals thereof, but in the event of the owners being lawfully entitled to resume possession after the one-year term hereby granted shall have expired, then the hirers shall discontinue the use of such name, and in consideration of the entering into of this Agreement the hirers covenant and agree that should the owner again be entitled to obtain lawful possession and to operate such business that they the hirers will not for the period of One (1) year as from such date operate or directly or indirectly be employed in or have any interest in any dry cleaning or similar business on Fourth (4th) Avenue, west of Granville Street, in the City of Vancouver, Province of British Columbia. The hirers will to the best of their ability maintain the goodwill of the said business and all matters pertaining thereto, and continue the listing in the Telephone Book of the City of Vancouver under the name "Happy Cleaners and Dyers", for so long as the aforesaid business is carried on in the said City, and under this Agreement.

11. The owner hereby grants unto the hirers an Option for the renewal of this Agreement from year to year at the same rental and on the same terms and conditions (subject to the right of termination by the owner as herein set forth) PROVIDED the hirers have duly paid the rent reserved and observed all covenants and conditions imposed upon them under this Agreement, PROVIDED the hirers shall give at least thirty (30) days' notice in writing previous to the expiration of the term hereby granted of their desire to renew, which Notice shall be in writing advising of the hirers' intention to exercise such Option, and shall be

addressed as follows:

Samuel Imataro Uegama,
c/o Office of the Custodian (Japanese
Evacuation Section,
675 West Hastings Street,
Vancouver, B. C.

or at such other address as may be designated in writing by the Office of the Custodian aforesaid, and mailed under registered cover, postage prepaid, in the City of Vancouver, Province of British Columbia.

12. Should the owner become lawfully entitled to again re-occupy such lands and premises and operate the Cleaning and Pressing business now being carried on he shall have the right to terminate any renewal or renewals of this Agreement by giving to the hirers at least Two (2) months' notice in writing of such termination, and such Notice shall be addressed as follows:

William C. and Robert B. Campbell,
1399 Granville Street,
Vancouver, B. C.

and mailed under registered cover, postage prepaid, in the City of Vancouver, Province of British Columbia, and at the expiration of such Notice the hirers shall deliver up peaceable possession to the owner or his duly authorized Agent.

13. The owner covenants and agrees and it is hereby understood notwithstanding any of the provisions of this Agreement that in the event any rules, regulations, orders-in-council, or laws of any Department or Branch of the Government of the Dominion of Canada or of the Province of British Columbia prevent the hirers carrying on business as Cleaners and Pressers at the aforesaid premises situate at 2784 West 4th Avenue, Vancouver, British Columbia, or make the carrying on of such business at the said premises less desirable for the purposes of the hirers, then in that event the hirers shall be at liberty forthwith to change the business premises and

to remove the said effects to any other location in the Province of British Columbia as the hirers may see fit; PROVIDED, however, that the hirers shall have the sole right and discretion to determine whether such rules, regulations, orders-in-council, or laws prevent the hirers carrying on business at the aforesaid premises or makes the carrying on of such business less desirable for the purposes of the hirers; PROVIDED FURTHER, however, that in the event of the removal of the business premises by the hirers as hereinbefore mentioned, this Agreement shall as to all remaining provisions be interpreted and construed as though the new location or locations had been inserted in the within Agreement in lieu of the aforesaid premises at 2784 West 4th Avenue, Vancouver, British Columbia.

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

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

SIGNED, SEALED AND DELIVERED in the presence of

John Walter Robinson
Solicitor
Vancouver BC
as to all signatures

S. Megana.

Wm. C. Campbell.

R. B. Campbell.

THE FOLLOWING is the Schedule mentioned in the first paragraph of the annexed Agreement for Hire between Samuel Imataro Uegama, and William C. Campbell and Robert B. Campbell, and dated the 24th day of August, 1942.

486.00	✓	Model 41-0-A No. C.9-16119 Pantex Steam Press		330.75
125.00	✓	Steam Boiler 12 x 36	1936	
35.00	✓	Sawdust Burner		
6.00	✓	Steam Pipes (30 feet)		
180.00		Neon Sign (outside)		
65.00		Neon Sign (inside)		20—
15—	×	Counter - 6 feet.	1932	
15—	✓	Cutting Table - 8 feet.	1932	5.00
80—	✓	Sewing Machine (Foot - JA 607481)	1932	45—
20—	×	Show Case - 6 ft.	1932	
15—	×	Show Case - 8 ft.	1932	
3.50	✓	Safety Can (gasoline)	1940	2.00
7.50		1 cloth covered chair	1939	2.25
2.50		1 cloth covered stool	1939	
20.00	×	2 models	1937	
3.00	✓	1 iron board	1939	
2.00		2 sleeve ~~springs~~ BOARDS	1939	2.00

S.I.U. R.B.C.

417.75

DATED this 24th day of
August, 1942.

SAMUEL IMATARO UEGAMA

-and-

WILLIAM C. CAMPBELL
and
ROBERT B. CAMPBELL

AGREEMENT FOR HIRE

MORRIS & MacLENNAN,
Barristers & Solicitors,
602 West Hastings St.,
Vancouver, B. C.

SAMUEL I UEGAMA
(Claimant's Name)

PERSONAL CHATTELS
Radio

03236
Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
1 General Electric Cabinet Radio 10 tubes	1935	new	199.00 (Forets)	Good	75.00

Description of Storage of Goods:

Delivered to R.C.M.P.

EXHIBIT No. _____
DATE _____
FILED BY _____

General Statement as to Chattels not Described above:

I drew my claim form from auction shed sent me by the Custodian. He did not send me the auction shed on the radio & I forgot to mention it.

Additional Comments , if any:

S. I. Uegama
SIGNATURE

EXHIBIT No. 224-6
DATE 30 April 1948
FILLED BY
Claimant

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 12495 EXHIBIT No.

NAME UEGAMA, Samuel Imataro

REG. No. 03236

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION Aug.20/42 EVACUATION Aug.27/42	TAKEN BY DATE Aug.24/42			AUCTION	TENDER &c		
Equipment & fixtures of "Happy Cleaners", 2784 West 4th, consisting mainly of steam press, sewing machine, etc.	Schedule attached to Hire Agreement between Samuel Imataro UEGAMA and W.C.& R.B. CAMPBELL Pantel Steam Press Steam Boiler Sawdust Burner Steam Pipes - 30 ft. Neon Sign (outside) Neon Sign (inside) Counter - 6 ft. Sewing Machine Show-case 6 ft. Show-case 8 ft. Safety Can (gasoline) Cloth-covered Chair Cloth-covered Stool 2 Models 1 Iron Board 2 Sleeve-boards Cutting Table	1. 7 Chairs	5.25	1.50			
		2. 1 Kitchen Cabinet	15.00	3.00			
		3. 1 Table	5.00)				
		4. 1 Buffet	15.00)	1.50			
		5. 1 High-chair	3.50	1.60			
		6. 2 Beds & Springs	35.00	11.00			
			78.75	18.60			
		Sales of Household Goods Not Related to Claim:					
		Cabinet		.50			
		Child's Cot		6.00			
		Radio		17.50			
				24.50			
		Dry-cleaning Business	2,500.00				
		Sales of Equipment:					
		Steam Press, Boiler,) Sawdust Burner, Pipes) & Sleeve Press)			367.50		
		Neon Sign, Cutting Table, & Safety Can			27.00		
		Sewing Machine		45.00			
		2 Ironing Boards & Dryer		2.25			
		1 Covered Chair		2.25			
				49.50	394.50		

Total Sales Household Goods $42.60
" " Equipment $ 444.00
486.60

Recap of Claim:
$2,500.00 sold for $444.00
75.75 " " 18.60
3.00 no record prior to claim
Sales not related to claim: $24.50
$2,578.75

EXHIBIT No.
DATE
FILED BY

FILE No. 12495 EXHIBIT No. CASE No.

REG. No. 03236 VENUE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
AUCTION	TENDER &c							
1.50				3.00				No household goods were declared. The 3 chairs and other household goods sold at auction Dec.7/42 were removed from 2784 W.4th with the equipment sold on the same date. The radio was sold on Sept.13/44.
3.00								
1.50								
1.60								
11.00								
18.60				3,00				
.50								
6.00								
17.50								
24.50								
								The equipment listed in the Schedule was rented by Mr. Uegama to Wm.C.Campbell and Robt. B. Campbell under a Hire Agreement for a period of one year from Aug.24/42.
	367.50							In July, 1943, the Messrs. Campbell informed Harold D. Campbell that they were not using the main portion of the equipment and would appreciate releasing this equipment. They did not wish to renew their lease.
	27.00							
45.00								The main equipment (steam press, etc.) were sold at ceiling price. The sign, cutting table and safety can were sold to the Messrs. Campbell, and the balance of the saleable equipment was sold at auction.
2.25								
2.25								
49.50	394.50							
								D Machison March 9/48
$24.50								

EXHIBIT No. 224-7
DATE 29 April 1948
FILLED BY
Crowe