Name of Claimant NAKANO, Yukio · Case 225

Custodian File 5468

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	

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	
			1270.00 260.00	1071.	852.50	218.50

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	

TOTAL RECOMMENDATION	218.50

CASE NO: 225

JAPANESE PROPERTY CLAIMS COMMISSION

Vernon, B.C.

April 30, 1948

IN THE MATTER OF THE CLAIM OF

YUKIO NAKANO

PROCEEDINGS AT HEARING

Original

CASE NO: 225

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)

Vernon, B.C.

April 30, 1948

IN THE MATTER OF THE CLAIM OF

YUKIO NAKANO

PROCEEDINGS AT HEARING

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.

MR. McMASTER: The case of Yukio Nakano. This is a case, your honour, which was not originally set down on the list and was transferred to this list from Grand Forks. The claimant has now moved to Kelowna.

THE COMMISSIONER: Nakano, Yukio, is that the one?

MR. McMASTER: Yes, your honour.

YUKIO NAKANO, the Claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. McMASTER:

Q: Witness, I produce to you from the Custodian's file what is called a J.P. form, a declaration of personal property, with an inventory enclosed therewith. Is that your signature on the J.P. form? A: Yes.

Q: And did you, at the time of signing that, give the Custodian the information that is on the inventory that is now with it? A: Yes, that is right.

MR. McMASTER: This J.P. form, your honour, is dated April 24, 1942 and has enclosed a statement of personal property owned which sets forth the nets and lines and various other items.

Q: Witness, the Crown Counsel has produced to me this morning for the first time, a memorandum which he has on his file indicating that after the listing of the nets shown in the inventory in the J.P. form with B.C. Packers, Limited, 100 fathoms of the third net on the list in the J.P. form was sold to George J. Ritches, 708 River Road, Lulu Island.

After delivering these things to the cannery, did you at any time make a private sale of that net or part of it or of any of the other nets that are shown on that inventory? A: No.

Q: Have you any knowledge of any sale of any of your nets -- of 100 fathoms of any of your nets to George J. Ritches or to any other person?

A: No.

MR. McMASTER: I file the J.P. form as Exhibit 1.

(J.P. FORM MARKED EXHIBIT NO. 1)

MR. McMASTER: Q: Witness, I produce to you a statement with regard to your nets and fishing gear. Did you instruct me to prepare this statement and is that your signature on it? 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.

(STATEMENT MARKED EXHIBIT NO. 2)

MR. McMASTER: If I might refer to the claim form, your honour. The claim form is just a claim for chattels and states "Salmon Gill Net, $1200.00" on the back of it. On the preparation of the claim for with the claimant, he was referring to his nets and lines which were left with the Custodian and were declared to the Custodian and I would ask to have the description changed to "Nets and Lines," and to reduce the value to $1080.00 for the nets and lines claimed for.

Now, if I might refer to Exhibit No. 1.

The claimant states on the face of it, he refers to a list of nets and lines appearing on the back of the statement. On the back of the statement he has set forth all of the nets and lines which were declared to the Custodian. However, he points out that he is making claim only with respect to nets numbered 1,4 to 10 shown on reverse side of his statement, and for 50 fathoms of cork and lines not accounted for by the Custodian, as shown in No. 11 on the back of the statement, and for 350 fathoms of lead lines not accounted for by the Custodian, as shown in No. 12 on the back of the statement.

He states that he is not complaining about the sale price of net No. 2, inasmuch as the Custodian sold it at the price he valued it at, or the sale price of 950 fathoms of cork and lines which were sold at the price he valued it at, and the sale of 800 fathoms of lead lines actually sold by the Custodian: the point is, as appears in No. 11 and 12 on the back, that he declared 1,000 fathoms of cork and lines and the Custodian only sold 950, and he declared 150 fathoms of lead lines, and the Custodian only sold 800 fathoms.

The claimant states in his statement that he left all of his nets and lines in the net house of Imperial Cannery, Steveston, and the five major nets and cork lines and lead lines he insured against fire for $1200.00 in favour of the

Custodian. He states that he understands the insurance company inspected the nets and lines before placing the insurance, and the values are set out in the policy.

All nets and lines claimed for were fully declared to the Custodian in his J.P. form of April 24, 1942, and he then states, as shown on the back of his statement, that several nets sold by the Custodian and credited to his account do not correspond in description exactly with the nets left by him, the Custodian does not account for several of his nets, and in several cases large parts of the nets accounted for are missing.

Now, referring to the back of the statement, he has shown there the description of the nets or lines, the number of fathoms which he declared and his estimated value (and the estimated value there corresponds with the estimated value in the J.P. form and also in the insurance policy which I will subsequently file.) Then there is a line drawn across to show the Custodian's position, and on the right-hand side of the statement on the back, it shown the number of fathoms that were sold by the Custodian, the number of fathoms that were unaccounted for by the Custodian, and the Custodian's sale price. Then, in the right-hand column, it shows the price which would have been obtained if all the fathoms declared had been sold by the Custodian at the Custodian's price. That is placed there, I

might say, your honour, to show that in many instances, where there is no question that the Custodian sold what the man declared, his estimate of value apparently was very close to what the Custodian actually sold for, and in several instances was exactly a proper estimate.

Now, he lists the various nets and lines and puts numbers opposite each one in the left-hand margin on the back of the form, and in the case of Nos. 3, 4, and 7, he has put the comment, on the Custodian's side, "see below," and these are the comments: "The Custodian sold a net 4/40 x 5 7/8 x 50 -- 500 fathoms for $20.00. Note that my net was 400 fathoms. (That is net No. 2 above) In view of the ridiculously low sale price I believe the net sold by the Custodian was not my net." He had claimed that net to be worth $100.00. With regard to No. 4: "The Custodian sold a net 5/40 x 7 x 50 -- 400 fathoms for $120.00. The description of the net sold does not correspond with the description of my net as underlined." His net was 4/40. The Custodian sold a net 5/40 and credited it to his account. Re No. 7: "The Custodian sold a net 12/40 x 10 x 35 -- 400 fathoms for $90.00. The description of the net sold does not correspnnd with the description of my net as underlined." The difference there is that one of the dimensions in the net sold by the Custodian was 10 and in the net declared by the Claimant it was $9\frac{3}{4}$. The difference in price -- he claimed the

net to be worth $250.00 and the Custodian sold the net that he sold for $90.00.

The claimant says that he put tags on each of his nets and lines with his name and description -- that is, a description of the net at that time. "The very slight discrepancy in description in mesh in Nos. 4 and 7 may have been made by the person listing my nets. If so, the prices obtained were, in my opinion, below the fair market value."

The claimant then states that he was told by another Japanese that, as he had no place to leave his nets, he could leave them in the cannery net house, but no person representing the company said that they would look after them or be responsible for them. As shown in his J.P. form, he had declared all these to the Custodian and handed them over into his care.

Q: Witness, I produce to you a policy of insurance. Is that the policy of insurance which you placed on the nets shown in the policy?

A: Yes.

Q: Those are some of the same nets and lines with respect to which you are now making a claim?

A: Yes.

MR. McTAVISH: Which are they?

MR. McMASTER: I will refer to them.

The policy is numbered 20869, The Liverpool Manitoba Assurance Company. It is a new policy taken out on June 15, 1942 for $1200.00 insuring The Custodian of Enemy Property (for account of

Yukio Nakano) with respect to property which is in the custody of the Custodian of Enemy Property for the account of this witness on the following nets and gear -- then it describes the nets which, referring to the last exhibit, are nets numbered 1, 2, 3, 4, and 7 on the back of the statement of the claimant and filed as Exhibit No. 2, and also covers the lines shown as Nos. 11 and 12 on the back of the statement filed as Exhibit No. 2. The values in the policy correspond with the estimated values of the claimant for those respective items. The policy states that these will be covered "All only while contained in the 1½ storey frame, shingle roofed Net Storage House. Situate on the South side of Bayview Street, in the Village of Steveston, in the Province of British Columbia and being approximately 700 feet East of the Imperial Cannery Reduction Plant, and marked "A" on diagram on file in the office of the B.C. Underwriters' Association."

I produce that policy to my friend. I don't know whether he would like to have it filed. Perhaps it had better be filed; the description of the nets is in there. I file it as the next exhibit.

(INSURANCE POLICY MARKED EXHIBIT NO. 3)

MR. McMASTER: Your witness.

I am sorry, your honour, there is one other thing. I didn't mention it before. I understand that this witness was out in the bush when he

was told the closing date for filing claims was close at hand, and apparently there weren't any notaries public about, and I think, if the Secretary will refer to the claim form, he will find it isn't sworn. In similar circumstances the practice of the Commissioner has been to swear the claim form.

THE COMMISSIONER: Q: Do you acknowledge to me this is your signature?

A: Yes.

Q: And the contents of this document are true to the best of your belief and knowledge, so help you God? A: Beg Pardon?

Q: The contents of that document are true?

A: Yes.

THE COMMISSIONER: Do I sign as an ordinary commissioner or deputy commissioner?

MR. McMASTER: I think that would be proper.

THE COMMISSIONER: I am acting as a deputy commissioner. I am not sure whether I am a Commissioner any more or not.

MR. McMASTER: It is a question of form and not of substance.

THE COMMISSIONER: Very well.

MR. McTAVISH: It is submitted, your honour, that the nets and lines which were sold were sold for their fair market value. It is submitted that the prices claimed for nets which were not sold are exhorbitant.

I would like to put in as an exhibit, your

honour, the Custodian's claims analysis.

MR. McMASTER: Your honour, I object to that exhibit going in because I frankly think that, as the Custodian has shown credits there -- for instance, in some of those cases, he shows the claimant is claiming a certain amount for a net and the Custodian says, "We sold this for a lesser amount," and, when you check the Custodian's file, you find he sold 100 fathoms less than what the claimant claims. I mean, that isn't a proper statement. If my friend wishes to amend or have the Custodian amend the Claims Analysis to show the real picture, well, I have no objection, but the way it is, I find it very confusing, and I found it very confusing in preparing this case, and I don't think it would help the Commissioner in any way at all.

MR. McTAVISH: Your honour, this is the Custodian's statement as to what happened.

MR. McMASTER: Well, his file doesn't correspond with it.

MR. McTAVISH: I contradict that statement, your honour; the file, I believe, does correspond with it. The file states that certain nets were sold and this shows certain nets as having been sold and the price they were sold for. It does show two nets were declared but not found.

MR. McMASTER: Well, even there, if my friend would refer to the statement in his file, it shows one net sold at $37.50 and then that is what he shows in there, that the net was sold for $150.00; another net he shows sold for $50.00, and that net appar-

ently was the net that wasn't found. I mean, I have gone through the Claims Analysis of the Custodian and the statement that he has in his file of the actual sale of these nets by descriptions, and the Analysis doesn't correspond. Now, if my friend wishes to file this Claims Analysis, I would ask him to file with it the statement that he produced to me in his file showing the disposition of those nets. If he wants to do that, then the Commissioner can judge for himself as to whether the Claims Analysis is a proper Analysis.

MR. McTAVISH: Your honour, my friend has made misleading statements here, I believe. The statement I produced to my friend shows the nets as listed by the statement, not the disposition of the nets.

MR. McMASTER: Let me see this file of yours.

If my friend would file this statement which bears date April 20/48 which appears in his file along with the Claims Analysis, your honour --

MR. McTAVISH: Your honour, this statement which my friend asked me to file bearing date April 20, 1948 is a similar statement which he objected to going in yesterday, an unsigned statement showing --

THE COMMISSIONER: Well, whether it is or not, he wants you to put it in.

MR. McMASTER: Well, if my friend has any other statement which shows how that claims analysis is made up, I would be pleased to see it.

(CLAIMS ANALYSIS AND STATEMENT MARKED EXHIBIT NO. 4)

MR. McTAVISH: Your honour, referring to Exhibit No. 2, the claimant claims, as best I have been able to figure out, $1,010.00 for various nets and lines. Now, these nets and lines for which he claims $1010.00 were sold by the Custodian for $352.50.

MR. McMASTER: How much?

MR. McTAVISH: $352.50.

MR. McMASTER: Well, I would ask my friend to identify the nets, then, if that is the case.

MR. McTAVISH: The net No. 2 was sold by the Custodian for $20.00.

MR. McMASTER: Well, your honour, that is the purpose in setting the claim up in this manner. The Crown now say that net No. 2 sold for that price, but the net that is described as Net No. 2 is not the same net as the Custodian said he sold.

MR. McTAVISH: That is what the Custodian claims.

THE COMMISSIONER: Well, the question of identification is all up in the air, so far.

MR. McTAVISH: The Custodian claims to have sold Net No. 2 for $20.00. There is no claim for net No. 3. The Custodian claims to have sold net No. 4 for $120.00, net No. 5 for $50.00, net No. 6 for $25.00, net No. 7 for $90.00, net No. 8 for $25.00 and net No. 9 for $22.50.

Now, nets No. 1 and 2 are shown on the Claims Analysis as having been declared but not found by the Custodian -- nets No. 1 and 10.

MR. McMASTER: Yes. According to the Claims Analysis it's nets Nos. 1 and 5 that were not found. My

submission is that it was nets Nos. 1 and 10 which apparently the Custodian didn't find.

MR. McTAVISH: I had made a note on nets No. 1 and 10. I don't know where I got that information now, but that is what I had on my notes. That makes a total, your honour, of $352.50 obtained by the Custodian for nets which the claimant claims $1010.00 for.

CROSS EXAMINATION BY MR. McTAVISH:

Q: At the time you left your nets at the cannery, did you make any record on the cannery records of those nets? A: No.

Q: You made no record at all? A: No.

THE COMMISSIONER: Speak up a little clearer; the reporter has to get that down. You said "no"?

THE WITNESS: Yes -- no.

MR. McTAVISH: Q: Did you know that the British Columbia Packing Company Limited had a record book?

A: Well, I don't know about that.

Q: Was there a Japanese fish collector who took in your nets? A: Well, we took it in ourselves, but he told us to leave it down in the net house.

Q: The Japanese fish collector told you that?

A: Yes.

Q: Did he make any record of your nets as they came in? A: I don't know about that.

Q: You made no record at all? A: No.

Q: Do you know George J. Ritches?

A: No.

Q: You sold no nets to him at any time?

A: No.

MR. McTAVISH: Your honour, subject to later proof, I would like to put in what purports to be an extract from the record books received from the British Columbia Packers Limited covering their Imperial Cannery net house, and according to the information on this, the Japanese fishermen entered these records themselves as they deposited their nets at the company net house.

MR. McTAVISH: Your honour, the claimant has said that he has no recollection of entering any record there.

MR. McTAVISH: As I said, subject to later proof.

MR. McMASTER: Then my friend can surely prove it without putting it in now.

THE COMMISSIONER: Let me see this document. What does it say?

MR. McTAVISH: The original record book is one record book, your honour, covering many fishermen's nets.

MR. McMASTER: Your honour, that is a record, I take it that is made by somebody else, not by this claimant. He says he didn't make it. Now surely my friend is going to have to call that witness in any event to proof all these things.

MR. McTAVISH: They are going to have to prove that record book, yes.

MR. McMASTER: So perhaps he can produce the record book

and let us examine it at some time before the Vancouver hearings and then we will be in a position to cross-examine.

THE COMMISSIONER: Well, is it going to prejudice your case at all by not putting this in now?

MR. McTAVISH: Your honour, the record book refers to many more claimants' nets than this one case. I feel that this should be on the record of this case.

THE COMMISSIONER: Well, it can be allowed in for identification.

MR. McTAVISH: Subject, of course, to later proof.

THE COMMISSIONER: Yes.

(STATEMENT MARKED EXHIBIT NO. 5 FOR IDENTIFICATION)

MR. McTAVISH: Q: How old were these nets of yours?

A: Well, I couldn't recall, but it is not more than two years old.

Q: No more than what? A: Two and a half years old.

Q: Do you know how old the individual nets are?

A: It is pretty hard to recall now. Well, my father used to own the nets and I took it over in the fall of 1941, and you will have to ask my father about that.

Q: You don't know how old the nets are?

A: But it is not very old, I know that.

Q: From your own knowledge, you don't know how old they were? A: I don't know how old they were.

Q: From your own knowledge, were you able to give the purchase price of these nets? A: No, not the purchase price, no.

Q: Did you at any time check as to the length of these two lines for which you are claiming?

A: Beg pardon?

Q: Did you at any time check and measure the length of the two lines for which you are claiming?

A: Oh, yes, we measured before we put them away.

Q: You measured them? A: Yes.

Q: How did you measure them?

A: We got a fathom rod, a stick made out in one fathom.

THE COMMISSIONER: Q: A one fathom stick?

A: Yes, we measured it with that.

MR. McTAVISH: Q: You measured both of your lines before you put them into storage? A: Yes.

Q: Did you check on the size of your nets before you put them into storage? A: Yes.

Q: How did you do that?

A: You mean the size? We could measure the size of the net.

Q: You what? A: I measured it.

Q: How? A: With a rule.

Q: What?

THE COMMISSIONER: He said with a measuring rod.

THE WITNESS: You said the size of the net, not the length.

MR. McTAVISH: Q: Did you measure your length of net?

A: No.

Q: You didn't? A: No.

Q: Did you at any time measure the length of the nets? A: Yes, we got to measure it every year.

Q: Did you measure them after you took these nets over from your father? A: Yes.

Q: When? A: That was in the fall of 1941, just before the war started.

Q: Fall of 1941? A: Yes.

Q: How did you measure them at that time?

A: Why, just the same as the lines.

Q: You laid them out flat? A: Yes, stretched the nets.

Q: Stretched the nets? A: Yes.

Q: And measured them with a measuring rod?

A: Yes.

Q: Did you measure each of these nets for which you are claiming? A: Yes.

Q: You can swear positively that you measured every one of these nets? A: Yes.

Q: You didn't measure the nets again before you put them into the cannery? A: No.

MR. McTAVISH: That is all, your honour.

THE COMMISSIONER: Anything further?

RE-DIRECT EXAMINATION BY MR. McMASTER:

Q: Witness, your father had been engaged in fishing for some time, is that correct?

A: Yes.

Q: And your father retired in the fall of 1941 from

fishing and turned over his equipment to yourself? A: Yes.

Q: In the preparation of the estimates of values which you declared to the Custodian at the time you filed your J.P. form, did your father and you consult together as to those values?

A: Yes.

Q: And I understand that it was your understanding that the insurance company went out and examined these nets before they placed the insurance on them? A: Yes.

Q: Did you receive any communications from them advising you to that effect?

A: Beg pardon?

Q: Did you receive any letter from them advising you that they had examined the nets and lines?

A: Well, I had a letter from them, from the insurance agent that they had looked over the nets, but I haven't got any letter that they examined them.

Q: Do you still have that letter that they looked over the nets? A: Well, I don't know about that. I will have to find out down at home.

Q: Yes. If you find it, I would ask you to be good enough to send it to me.

A: Okay.

Q: Now, witness, what is the --

THE COMMISSIONER: Just a minute, Mr. McMaster; do you have to complete your case here?

MR. McMASTER: In a case like this, your honour, I think I would be at liberty to file, but I will ask for leave, in any event, to file the letter if it is discovered.

THE COMMISSIONER: You have that liberty if it is discovered.

MR. McMASTER: Q: Now, witness, I understood you to say that at the time you put these nets in the net house that you put tags on them with your name on them? A: Yes.

Q: And a description of the nets on them.

A: Yes.

Q: And you also made an inventory which you gave to the Custodian with your J.P. form.

A: Yes.

MR. McMASTER: No further questions.

THE COMMISSIONER: That is all, thank you.

(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.

I hereby 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.

CASE NO 225

NOV 27 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

5468 Grand Forks Nelson

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

(1) NAME NAKANO YUKIO (RCMP) Reg. No. 07079
(Print) Surname MALE Given Name

(2) Pre-Evacuation Address STEVESTON B.C.

(3) Present Address R.R. No 1 GRAND FORKS B.C.

(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 _____
(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.) _____

(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) - - - - - - - - - - - - - - - $ _____

(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 - - $ _____

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

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
~~FURR~~ IMPERIAL CANNERY STEVESTON B.C.

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

(c) How stored or packed at time of evacuation
HANGED LOOSE

(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")

IN NO ONE'S CARE

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

1. SALMON GILL NET Estimated Value $ 1200.00
2. Estimated Value $
3. Estimated Value $
4. Estimated Value $
5. Estimated Value $
6. Estimated Value $
7. Estimated Value $
8. Estimated Value $
9. Estimated Value $
10. Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 1200.00

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 1200.00

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

GEENWOOD, PREFERRED: NELSON if NECESSARY

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

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

DOMINION OF CANADA)
of)
TO WIT:)

I, of the
of in the

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the City)
of Vernon)
in the Province of British Columbia)
this 30th day of April)
A.D. 1947.)

Y. Nakano

M. M. Colquhoun
A Commissioner &c.

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

HONOURABLE MR. JUSTICE H. I. BIRD
COMMISSIONER

A. WATSON
SECRETARY

JAPANESE PROPERTY CLAIMS COMMISSION

COURT HOUSE
VANCOUVER, B.C.

Greenwood, B. C.,
21st April 1948

Mr. T. J. Marrion,
c/o Government Agent,
KELOWNA, B. C.

Dear Sir:-

By direction of the Vancouver Office, I enclose herewith claim of Mr. Yukio Nakano, who has changed his residence from Grand Forks to Kelowna.

I only received this direction today.

Yours faithfully,

Secretary to sub-Commission.

encl.

FORM "JP" 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: NAKANO, YUKio

HOME ADDRESS: #38 Imperial Cannery, Steveston, B.C.

REGISTRATION NUMBER 07079 SEX: Male AGE: 20

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: B.C. Packers', Steveston, B.C.

MARRIED? No

NAME OF WIFE OR HUSBAND: None

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: None

AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS: None

3. INSURANCE (Give particulars; state where policies are) None

4. TAXES (Amount and where payable) None

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

6. OCCUPANCY AND LEASES (If vacant so state) None

EXHIBIT No. 225-1
DATE 30 April 1948
FILED BY Claimant

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: None

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: Lives in Cannery house at Steveston, B.C.

2. LANDLORD'S NAME AND ADDRESS: B.C. Packers', Steveston, B.C.

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:

Located at #38 Imperial Cannery Steveston

(see attached list)

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

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

FORM "JP" FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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) None

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 24th day of April 1942.

(Signature) Yukio Nakano

Witness

FOR DEPARTMENTAL USE

STATEMENT OF PERSONAL PROPERTY OWNED

Mr. Yukio Nakano,
#38 Imperial Cannery, Steveston, B.C.

Reg. No. 07079

NETS:-

PLY	MESH INCH	MESH DEPTH	LENGTH STRETCH	PRICE
4/40	5 3/8	60	400 f.	$125.00
4/40	5 7/8	50	400 f.	$100.00
5/50	6 1/2	50	400 F.	$150.00
4/40	7	50	400 F.	$175.00
4/40	5 3/4	50	300 F.	$75.00
10/40	8 3/4	35	300F.	$125.00
12/40	9 3/4	35	400F.	$250.00
5/40	7	45	200F	$50.00
4/40	5 3/4	50	300 F	$60.00
4/40	5 3/4	50	200 F	$50.00
			TOTAL	$1160.00

LINES:-

Cork & Lines, 1000 Fathoms value $200.00

Lead Lines, 1150 Fathoms value $220.00

Corks, 180 pieces $ 7.20

TOTAL $427.10

I row boat, trolling supplies valued at $200.00, all stored at Imperial Cannery Net House, Steveston, B.C.

1 Fishing Motor boat - Y.N. in custody of Naval Authorities - Reg. # 06 Palmer 12 H.P.

EXHIBIT No. 225-1
DATE 30 April 1948
FILLED BY Claimant.

Description	No. of fathoms declared	Estimated value	No. fathoms sold by Custodian	No. fathoms unaccounted for	Custodians sale price	Price which would have been obtained if all fathoms declared had been sold at Custodians price
1. 4/40 x 5 3/8 x 60	400	125.00	nil	400	nil	—
2. 4/40 x 5 7/8 x 50	400	100.00	see below *			
3. 5/50 x 6 1/2 x 50	400	150.00	400	—	150.00	150.00
4. 4/40 x 7 x 50	400	175.00	see below *		50.00	62.00
5. 4/40 x 5 3/4 x 50	300	75.00	236	64	25.00	
6. 10/40 x 8 3/4 x 35	300	125.00	300	—		
7. 12/40 x 9 3/4 x 35	400	250.00	see below *			
8. 5/40 x 7 x 45	200	50.00	200	—	25.00	
9. 4/40 x 5 3/4 x 50	300	60.00	150	150	22.50	45.00
10. 4/40 x 5 3/4 x 50	200	50.00		200		
11. Cork + Lines	1000	200.00	950	50	190.00	200.00
12 Lead Lines	1150	220.00	800	350	160.00	220.00

---

* re #2 The Custodian sold a net 4/40 x 5 7/8 x 50 — 300 fa. for #30.00. Note that my net was 400 fa. In view of the ridiculously low sale price I believe the net sold by the Custodian was not my net.

re #4 The Custodian sold a net 5/40 x 7 x 50 — 400 fa for #120.00. The description of the net sold does not correspond with the description of my net as underlined.

re #7 The Custodian sold a net 12/40 x 10 x 35 — 400 fa. for #90.00. The description of the net sold does not correspond with the description of my net as underlined.

I put tags on each of my nets & lines with my name on it and description. The very slight discrepancy in description in mesh in #4 & 7 might have been made by the person listing my nets. If so the prices obtained were in my opinion below the fair market value.

I was told by another Japanese that as I had no place to leave my nets I could leave them in the Gunery net house, but no person representing the Company would look after them or be responsible for them. I declared them to the Custodian.

EXHIBIT No. 225-A
DATE 30 April 1948
FILED BY Claimant

Yukio Nakano
(Claimant's Name)

PERSONAL CHATTELS

07079
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
nets # 1 + 2 + ~~4~~ to 10 shown on reverse side					1010 00
50 fathoms Cork + Lines not accounted for by the custodian					10 00
350 fathoms Lead Lines " " " " " "					60 00
					1080 00

(I am not complaining about the sale price of #3 or the sale price of 950 f. of cork + lines + 500 f. of lead lines actually sold by the Custodian)

Description of Storage of Goods: All left in the net House of Imperial Cannery Steveston and the 5 major nets + the cork + lines + lead lines insured against fire for $1200.00 in favour of the Custodian. I understand the Insurance Company inspected the nets + lines before placing the insurance + the values all set out in the policy. all nets + lines claimed for were fully declared to the Custodian in my J.P. form April 24/42.

General Statement as to Chattels not Described above:

As shown on the back of this statement several nets sold by the Custodian and credited to my account do not correspond in description exactly with the nets left by me. The Custodian does not account for several of my nets and in several cases large parts of the nets accounted for are missing

Additional Comments, if any:

Y. Nakano
SIGNATURE

No. 20869

The Liverpool-Manitoba Assurance Company

LIABILITY GUARANTEED BY THE LIVERPOOL & LONDON & GLOBE INSURANCE COMPANY LIMITED

REPLACING POLICY NO. New AGENCY Vancouver, B. C. NO. S. B. NO.

SUM INSURED	RATE	PREMIUM	TERM	FROM NOON (STANDARD TIME)	TO NOON (STANDARD TIME)
$ 1,200.00	1½%	$18.00	12 MONTHS	15th JUNE 1942	15th JUNE 1943

This policy of Insurance witnesseth, that in consideration of - CUSTODIAN OF ENEMY PROPERTY - (For Account of YUKIO NAKANO) hereinafter called the Insured, having undertaken to pay to **The LIVERPOOL-MANITOBA ASSURANCE COMPANY**, hereinafter called the Company, the sum of - EIGHTEEN & 00/100 - Dollars, the Premium for the term above mentioned, for insuring against all direct Loss or Damage by Fire or Lightning, as hereinafter appears, the Property hereinafter described, in the sum or sums following, namely:

PERMIT NO. ATTACHED HERETO AND FORMING PART OF THIS CONTRACT

PERMIT NO. ATTACHED HERETO AND FORMING PART OF THIS CONTRACT

(For General Use when not otherwise provided for)

CUSTODIAN OF ENEMY PROPERTY (For Account of YUKIO NAKANO)

$1,200.00 On the following Nets and Gear:-

NETS

	Size of Twine	Mesh	Mesh Depth	Fathoms Length	Value
1.	4/40	5 3/8"	60	400	$125.00
2.	4/40	5 7/8"	50	400	100.00
3.	5/50	6 1/2"	50	400	150.00
4.	5/40	7"	50	400	175.00
5.	12/40	9 3/4"	35	400	250.00

LINES

6.	Cork Lines	1000 fathoms	200.00
7.	Lead Lines	1150 fathoms	200.00
		Total Value	$1200.00

All only while contained in the 1½ story frame, shingle roofed Net Storage House. Situate on the South side of Bayview Street, in the Village of Steveston, in the Province of British Columbia and being approximately 700 feet East of the Imperial Cannery Reduction Plant, and marked "A" on diagram on file in the office of the B. C. Underwriters' Association.

BOARD INSURANCE

B.C.U.A. map reference: Vol. Sheet Block No.

Loss, if any, payable to Assured.

ATTACHED TO POLICY NO. DATED subject nevertheless, to all the terms and conditions of this policy.

OTHER CONCURRENT INSURANCE PERMITTED.

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

LIGHTNING AND ELECTRICAL CURRENT CLAUSE:—See Statutory Conditions.

Attached to and forming part of Policy No. 20869 of THE LIVERPOOL-MANITOBA ASSURANCE COMPANY

Dated JUNE 15th 1942.

BC STANDARD FORM UA

No. 6 (Nov., 1923)
5M-12-41

Agent.

KM

The Company hereby agrees with the Insured (but subject to the terms and conditions endorsed or otherwise expressed hereon, which are to be taken as part of this Policy), that if the property above described, or any part thereof, shall be destroyed or damaged by Fire or Lightning at any time while this Policy is in force, the Company will pay or make good all such direct loss or damage, to an amount not exceeding in respect of the several matters above specified, the sum set opposite thereto respectively, and not exceeding in the whole the sum of

- TWELVE HUNDRED & 00/100 - **Dollars,**

nor the interest of the Insured in such property; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss.

IN WITNESS WHEREOF, I, President of the said Company, have executed and attested these presents, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Countersigned at Vancouver, B. C.

this 15th **day of** JUNE 19 42.

WILSON INSURANCE AGENCIES LTD.

.....

Authorized Representative.

R. Bostock Smith.

President.

STATUTORY CONDITIONS

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

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

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

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

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

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

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

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

5. Unless permission is given by the policy or indorsed thereon, the insurer shall not be liable for loss or damage occurring:—

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

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

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

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

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

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

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

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

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

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

10. (1) The insurance may be terminated:—

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

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

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

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

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

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

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

15. Any person entitled to claim under this policy shall:—

(A) Forthwith after loss give notice in writing to the insurer;

(B) Deliver, as soon thereafter as practicable, a particular account of the loss;

(C) Furnish therewith a statutory declaration declaring:—

(i) That the account is just and true;

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

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

(iv) The amount of other insurances, and names of other insurers;

(v) All liens and incumbrances on the property insured;

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

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

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

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

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

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

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

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

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

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

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

FORM OF TRANSFER AND CONSENT

For Value Received,.....**hereby transfer, assign and set over unto**

*Insert, as the case may be:
"The Purchaser of the property"
"The Mortgagee of the property"
"As collateral security"

.....**of**.....

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

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

Witness.....**hand and seal at**.....**this**.....**day**

of.....**19**.....

Signed, Sealed and Delivered in presence of

.....

.....

S

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

Registered at.....

this.....**day of**.....**19**....

.....

Authorized Representative.

FORM OF TRANSFER AND CONSENT

For Value Received,.....**hereby transfer, assign and set over unto**

*Insert, as the case may be:
"The Purchaser of the property"
"The Mortgagee of the property"
"As collateral security"

.....**of**.....
*
.....**all**.....**right, title and interest in this Policy of Insurance and all advantage to be derived therefrom.**

Witness.....**hand and seal at**.....**this**.....**day of**.....**19**.....

Signed, Sealed and Delivered in presence of
.....

.....**S**

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

Registered at.....
this.....**day of**.....**19**....

.....
Authorized Representative.

FORM OF TRANSFER AND CONSENT

For Value Received,.....**hereby transfer, assign and set over unto**

*Insert, as the case may be:
"The Purchaser of the property"
"The Mortgagee of the property"
"As collateral security"

.....**of**.....
*
.....**all**.....**right, title and interest in this Policy of Insurance and all advantage to be derived therefrom.**

Witness.....**hand and seal at**.....**this**.....**day of**.....**19**.....

Signed, Sealed and Delivered in presence of
.....

.....**S**

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

Registered at.....
this.....**day of**.....**19**.....

.....
Authorized Representative.

FORM OF REMOVAL

The property insured by.....**this Policy having been removed to the**

*Shop, Store or Dwelling.

*
.....**built of**.....**and covered with**.....

situate and being No......**on the**.....**side of**.....**Street, in the**.....**of**....., **and for not exceeding five days from date hereof, this insurance, under the respective items affected, shall attach in both locations in proportion as the value of the property covered by such items affected in each location bears to the value in both locations, and after such five days in new location only, and not as heretofore.**

Additional Premium, $.... .....

Registered at.....
this.....**day of**.....**19**.....

.....
Authorized Representative.

AGENCY Vancouver, B. C.

AGENT WILSON INS. AGENCIES LTD.

INSURED CUSTODIAN OF ENEMY PROPERTY (For Account of YUKIO NAKANO)

AMOUNT $1,200. PREMIUM $ 18.00

EXPIRES JUNE 15th, 1943

PROPERTY NETS & LINES

No. 20869



THE
LIVERPOOL-MANITOBA
ASSURANCE COMPANY

HEAD OFFICE
500 PLACE D'ARMES
MONTREAL

WILSON INSURANCE AGENCIES, LTD.
PHONE MARINE 5456
Complete Insurance Service
SUITE 301
325 HOWE ST., VANCOUVER, B. C.

N.B.—Please examine your policy, and if you find any error, return it immediately to be rectified; and if you effect or have effected insurance on same Property with other offices, you are particularly requested to see that the wording and terms of the Policies coincide, so that, in the event of a loss, delay in the settlement may be avoided.

FORM OF SURRENDER

Received from The LIVERPOOL-MANITOBA ASSURANCE COMPANY

the Sum of.....Dollars, being the consideration for which the within Policy is hereby cancelled and surrendered.

Witness.....Insured.

Witness.....Payee.

Date.....19....

EDITION 1939

NAKANO, Yukio,
Reg. No. 07079,
File No. 5468.

April 20/48.

NET STATEMENT

Cust. No.	Description	Japanese Value	Purchase Price
275A	4/40 x 5 7/8 x 50 - 300	$ 100.00?	$ 20.00
237	5/40 x 7 x 50 - 400	175.00	120.00
242	10/40 x 8 3/4 x 35 - 300	125.00	25.00
240	12/40 x 10 x 35 - 400	250.00	90.00
272	5/40 x 7 x 45 - 200	50.00	25.00
273	4/40 x 5 3/4 x 50 - 150	60.00	22.50
241	5/50 x 6 1/2 x 50 - 100	50.00	37.50
238	loose corks	7.20	6.00
Cannery	950 fa. cork line		190.00
Cannery	800 fa. lead line		160.00
Cannery	4/40 x 5 3/4 x 50 - 236	100.00	50.00
Cannery	5/50 x 6 1/2 x 50 - 400	150.00	150.00
		TOTAL SALES.....	$896.00

UNACCOUNTED FOR

4/40 x 5 3/8 x 60 - 400	$125.00
4/40 x 5 3/4 x 50 - 200	50.00
row boat	

/JS

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 5468 EXHIBIT No.

NAME NAKANO, Yukio (Mr.) REG. No. 07079

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
Declaration Apr.24/42.	Taken by			Auction	Tender &c		
Evacuation July 15/42.	Date						
		Salmon Gill Net	1200.00				
4/40 x 5 3/8 x 60 - 400 f.	$125.00						X
4/40 x 5 7/8 x 50 - 400 f.	100.00				20.00		
5/50 x 6 1/2 x 50 - 400 f.	150.00				37.50		
4/40 x 7 x 50 - 400 f.	175.00				120.00		
4/40 x 5 3/4 x 50 - 300 f.	75.00						X
10/40 x 8 3/4 x 35 - 300 f.	125.00				25.00		
12/40 x 9 3/4 x 35 - 400 f.	250.00				90.00		
5/40 x 7 x 45 - 200 f.	50.00				25.00		
4/40 x 5 3/4 x 50 - 300 f.	60.00				22.50		
4/40 x 5 3/4 x 50 - 200 f.	50.00				50.00		
Total	1160.00						
Cork & Lines, 1000 fa.	$ 200.00				190.00		
Lead Lines, 1150 fa.	220.00				160.00		
Cork, 180 pieces	7.20				6.00		
1 row boat, trolling supplies valued at $200.00, all stored at Imperial Cannery Net House, Steveston, B.C.							
1 Fishing Motor boat - Y.N. in custody of Naval Authorities - Reg.# 06. Palmer 12 H.P.							
			1200.00		746.00		
		Additional Sales: 5/50 x 6½ x 50 - 400			150.00		

LE No 5468 EXHIBIT No. CASE No.

EG. No. 07079 VENUE VERNON

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
AUCTION	TENDER &c							
			X					
	20.00							
	37.50							
	120.00							
			X					
	25.00							
	90.00							
	25.00							
	22.50							
	50.00							
	190.00							
	160.00							
	6.00							
	746.00							

150.00

B macdonald

EXHIBIT No. 225-4
DATE 30 April 1948
FILLED BY
Cbrown

File No. 5468 March 11, 1946

Re: Yukio NAKANO
Reg. No. 07079

The following table is an extract from the record books received from the British Columbia Packers Co., Ltd., covering their Imperial Cannery Net House. The Japanese fish collectors were instructed to have the Japanese fishermen enter into these records the nets which were left by them in the company net houses.

The original record books are in the hands of Mr. F. G. Shears, The Director.

No.	Ply	Inch	Deep	Fathom	Value.
1	4/40	5 3/8	60	400	125.00
2	4/40	5 7/8	50	500	100.00
3	5/50	6 1/2	50	~~300~~ 300	~~150.00~~ 112.50
	100 fa. sold to George J. Riches, 708 River Rd. Lulu Isd. @ 37.50				
4	5/40	7	50	400	175.00
5	4/40	5 3/4	50	300	75.00
6	10/40	8 3/4	35	300	125.00
7	12/40	9 3/4	35	400	250.00
8	5/40	7	45	200	50.00
9	4/40	5 3/4	50	300	60.00
10	4/40	5 3/4	50	200	50.00
				TOTAL	1160.00
		Cork and lines		1000 fa.	200.00
		Lead lines		1150	220.00
		Cork		180	7.20
				TOTAL	1587.20

EXHIBIT No. 225 — 5
DATE 30 April 1948
FILED BY
Crown

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

May 27, 1948

April 19th 1948.

Mr. K. Sano,
Secretary,
British Columbia Japanese Canadian
Citizen Association,
Greenwood, B.C.

Dear Sir,

Re Mr.Yukio Nakano

Your letter of the 16th inst. received today, and we are endeavoring to arrange with the Sub-Commissions at Grand Forks and Vernon, so that this claimant may have his claim heard at Vernon. He will be receiving notice of the date set for the hearing, from the Secretary at Vernon.

Yours truly,

VW.

President..... Secretary.....

British Columbia

Japanese Canadian Citizen Association

Greenwood, B.C.

APR 19 1948

April 16th, 1948

5468

Commissioner, Property Losses
Custodian's Office
Royal Bank Building
Vancouver, B.C.

Dear Sir:

Mr. Yukio Nakano, a claimant of Grand Forks, B.C., has requested us to inform you of his change in residence.

c/o Mr.JR. Hardy
South Kelowna
R. R. # 2
Kelowna, B.C.

Therefore he wishes his claims to be heard in Kelowna or Vernon.

Your kind arrangement with regard to this matter will be indeed appreciated.

Yours truly,
BC JCCA

K. Sano

K. Sano, Sec'y.