Name of Claimant IWASAKI, Torazo Case 252

Custodian File ~~3x271~~ 3271

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	
115.00	5.75 6.25	5250		262.50 14.00							6750.00 12.00 276.50

PERSONAL PROPERTY

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

NETS

Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	
			350.00	245.00		245.00

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	
				1422.00				800.00

TOTAL RECOMMENDATION	8083.50

CASE NO: 252.

JAPANESE PROPERTY CLAIMS COMMISSION

Grand Forks, B. C.,
March 2nd, 1948.

IN THE MATTER OF THE CLAIM OF
TORAZO IWASAKI.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 252.

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

Grand Forks, B. C.,

March 2nd, 1948.

IN THE MATTER OF THE CLAIM OF

TORAZO IWASAKI.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

A. WATSON, Esq.,	Secretary.
D.J. HANDFORD, Esq.,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

MR. McMASTER: No. 10 on the list, my lord, T. Iwasaki.

TORAZO IWASAKI, the claimant herein, being first duly sworn, testified through the Interpreter asfollows:

DIRECT EXAMINATION BY MR. McMASTER:

MR. McMASTER: My lord, with regard to the claim, referring to the first page , the value placed on the property at Salt Spring Island is $60,000.00 by the claimant. He has no special knowledge of values, and on property of that kind I am sure I haven't any. It will be a matter of proof, and I will leave it stand.

THE COMMISSIONER: What is the acreage?

MR. McMASTER: It is quite a large acreage, about 600 acres. With regard to property "B" which is shown on the front, that is property situated in the City of Vancouver. The claimant has only a half interest, being a joint owner with a nephew at New Denver whom I am advised is making a separate claim and has engaged his own solicitor. So, this claimant will make his claim on his half interest.

Now with regard to the claim for the chattels and goods and equipment, there is an inventory attached to the claim form, and I will file in the course of putting in the claimant's evidence another inventory, the total of which will reduce the chattel claim to $1772.00.

THE COMMISSIONER: That is in lieu of $2,224.00, is it?

MR. McMASTER: Yes, my lord. Perhaps my friend will be able to advise as to what credit, if any, the Custodian says should be deducted off that. I think

it is pretty small, whatever it is.

Q I would like to deal first with the property situated in Vancouver which you owned jointly with your nephew. A: Yes.

Q Did you instruct Mr. Leckie to prepare this statement (producing) with regard to that property?

A Yes.

Q Would you be good enough to sign it, please? Are th the contents of that statement true, to the best of your knowledge and recollection?

A Yes.

MR. McMASTER: I will file that as Exhibit No. 1. This statement is marked "claim 2" referring to the claim for property in Vancouver.

THE COMMISSIONER: What is it, a house property?

MR. HUNTER: Vacant land.

MR. McMASTER: Vacant land, my lord.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. McMASTER: I will file as Exhibit 2 a copy of the appraisal on behalf of my learned friend. This property is situated in South Vancouver as appears from the statement, my lord, and was purchased in January, 1912, for a price of $3000.00. After buying the city expropriated two small portions for roadway purposes and paid $50.00 for each piece.

THE COMMISSIONER: He is not applying 1912 values, is he?

MR. McMASTER: Apparently so. He states, "In my opinion the appraisal of $230.00 on the basis of the land assessment is wrong and is far below the fair market

value of these lots. I believe that the value of the land at the time of the salem by the Custodian (he sold for $230.00, the amount of the appraisal in May, 1944) would be at least $3000.00, which was the amount I paid in 1912."

THE COMMISSIONER: I suppose he has paid taxes for 35 years and he has to get it out of somebody.

MR. McMASTER: To whence it goes, he expects it to return, my lord.

Q Witness, did you instruct Mr. Leckie to prepare this statement with regard to your property situated on Salt Spring Island? A: Yes.

Q Would you be good enough to sign it?

I might say with respect to the last appraisal, my lord, as I saidbefore, this man has no special knowledge of real estate values and it will be a matter of calling expert evidence. I would ask to file this statement with regard to the real estate on Salt Spring Island as the next exhibit.

(APPRAISAL MARKED EXHIBIT NO. 2)

(STATEMENT MARKED EXHIBIT NO. 3)

Q Witness, are the statements contained in Exhibit No. 3 true to the best of your knowledge and recollection?

A Yes.

THE COMMISSIONER: Just before you get into the Salt Spring Island property, as a matter of interest, where is this piece of vacant land in South Vancouver? What is the street address of it?

MR. McMASTER: Q: Could he advise us at what streets the property in Vancouver is situated?

A The corner of Joyce Road and School Road.

Q Joyce Road and School Road. That is a few blocks off Kingsway where Joyce Road crosses, my lord. On behalf of my learned friend I would file what purports to be an extract of the appraisal of D. Keith Wilson with regard to his property, dated August 5th, 1944.

THE COMMISSIONER: That is of the Salt Spring Island property.

MR. McMASTER: The Salt Spring Island property. The statement shows, and the reporter doesn't need to take it down, I am going to refer to the statement, my lord, (reading).

THE COMMISSIONER: I do not think I will allow this claim to pass, Mr. McMaster, without making some comment on the extravagance of the claim. I know something of Salt Spring Island and anyone who came up with a proposition that Salt Spring Island lands were worth a thousand dollars an acre would make it ridiculous.

MR. McMASTER: Probably the problem is the claimant is expanding his idea of the development of the land into the future rather than the present time.

THE COMMISSIONER: Very far into the future. However, I will say nothing more on the matter at present.

MR. McMASTER: I appreciate that, my lord. It will be a matter of expert evidence on it. He states, (reading). Unfortunately we have no advice from the Custodian's file or otherwise as to what was the ultimate end of that contract.

THE COMMISSIONER: When did the logging operation take place?

MR. McMASTER: The contract was entered into on the 10th day of December, 1940, my lord, and he agreed to sell all the merchantable timber on the lands.

THE COMMISSIONER: At what price per thousand?

MR. McMASTER: As to purchase price the purchaser was to pay to the vendor $2.00 per thousand feet board measure. (Reading Exhibit 1). Now, what he says, my lord, is --

THE COMMISSIONER: Just a moment, please. It appears that the operator, having a stumpage contract at $2.00 per thousand, ceased operations, the claimant says, before all the timber was cut off, is that it?

MR. McMASTER: I think that is a presumption on his part, my lord. His money ceased coming in, so he frankly doesn't know what happened, but in his opinion there was much more timber than was represented by the money he received.

THE COMMISSIONER: No operator having any sense was going to pass up the opportunity to cut at $2.00 a thousand stumpage in 1940 and succeeding years. However, I can pass that up.

MR. McMASTER: That is a matter to investigate, my lord.

MR. HUNTER: I have some information from the Director of Lands.

THE COMMISSIONER: I am simply commenting from my own knowledge of what the market conditions for readily accessible timber were in 1940. $2.00 per thousand was pretty cheap timber if it was at all accessible.

MR. McMASTER: He points out in his statement he had in contemplation the development of the property, (reading).

THE COMMISSIONER: Does he declare who the parties were?

MR. McMASTER: I regret, my lord, he doesn't recall their names. (Reading). Then he states he has no special knowledge.

THE COMMISSIONER: That is very obvious.

MR. McMASTER: I think so, my lord. However, my lord, that is a matter that we will have to inquire into as far as the property is concerned and ascertain.

THE COMMISSIONER: I am reluctant to make any comment with regard to claims, but when a claim so grossly extravagant, as this is, is made, I think comment should be made upon it.

MR. McMASTER: Q: Witness, did you instruct Mr. Leckie to prepare this statement with regard to your personal chattels and equipment with respect to which you are making a claim? A: Yes.

Q Would you be good enough to sign the statement, please? Are the statements contained therein true to the best of your knowledge and recollection?

A Yes.

Q And is this list, that is this typewritten list, -- was that prepared by you in conjunction with this statement that you had Mr. Leckie draw?

A Yes.

Q To the best of your recollection, do the items shown on there, the prices paid, the condition at evacuation, and your estimated value, are those true to the best

of your recollection and your ability to estimate the values? A: Yes.

MR. McMASTER: I file the statement, my lord, with regard to personal chattels and the inventory as one exhibit.

(DOCUMENTS MARKED EXHIBIT NO. 5).

MR. McMASTER: Do you wish to file your statement on this, Mr. Hunter?

MR. HUNTER: I don't know. Idon't think so.

MR. McMASTER: My lord, there is a detailed statement on this exhibit which shows the various items and from the Custodian's file perhaps my friend will admit it appears that the items claimed for substantially agreed with the list supplied by the owner to the Custodian and confirmed by the Custodian, and perhaps also my friend will agree that everything moveable appeared tohave been stolen in innumerable raids on the property from the water. That is the only information I have is the information from his file.

THE COMMISSIONER: Will you concede that there was extensive pilferage in this instance?

MR. HUNTER: Whatever was there was stolen, my lord.

THE COMMISSIONER: Whatever was there was stolen.

MR. McMASTER: I take it my friend is conceding that the articles claimed are substantially the same as those declared in the inventory by the Custodian.

MR. HUNTER: I think that is correct, my lord.

MR. McMASTER: My lord, the last exhibit shows that the goods were left in the house and in the warehouse. The logging and donkey engine and box mill were

dismantled and the parts stored in the warehouse and the house. The house and warehouse were locked, planked and boarded and the keys handed to Mr. Mouat, the Custodian's agent. He states in estimating values for the items claimed that he has valued at cost price for all new and unused articles, and as to the used articles he has allowed depreciation, taking into consideration their use and condition at the time of his evacuation.

THE COMMISSIONER: If he had been less extravagant in his real estate claim, I would give more credence to his claim for chattels.

MR. McMASTER: I would submit that I regret his extravagance on the real estate claim, my lord, but the man knows very little about real estate matters. On the other hand, he has had experience in logging matters and would likely know the cost of his equipment. He might not know the used sale price of equipment, but he ought to know the cost of his equipment new. Your witness.

MR. HUNTER: It is submitted, my lord, that both of these pieces of property, both in Vancouver and on Salt Spring Island, were sold for their fair market value. It is submitted that the values for which the claim was made in connection with the chattels are exorbitant. It is submitted that there may be some question of under whose custody control or management these chattels were left, and I would like to make that statement at this time in case when we investigate further what I suggest may be

substantiated, my lord.

THE COMMISSIONER: Am I to infer from that that the defence of agency will be raised here?

MR. HUNTER: Yes, my lord. I don't say that definitely. I don't know enough about it yet, but that may be raised.

THE COMMISSIONER: Have you any questions?

MR. HUNTER: The Salt Spring Island property, my lord, was sold on the 22nd of March, 1945, for $5,250.00. I presume my friend will admit that the assessed value of that land was $3700.00.

MR. McMASTER: If my friend says it was, my lord, I will.

THE COMMISSIONER: It was sold in 1945 for $5,250.00, was it?

MR. HUNTER: Yes, my lord, the 22nd of March, 1945.

THE COMMISSIONER: What was the assessed value again? $3250.00, was it?

MR. HUNTER: In 1945 it was assessed in two parcels, one for $2700.00 and another for a thousand dollars, my lord, making a total of $3700.00. I see by our records in 1943 it was assessed at a slightly larger figure, for a total of $3950.00. The Vancouver property was sold for $230.00, my lord, the vacant land.

THE COMMISSIONER: The appraisal was $230.00, was it not?

MR. HUNTER: Yes, my lord. I was trying to find the date for you.

MR. McMASTER: The assessed value was also $230.00 if I might state it on the Vancouver property.

MR. HUNTER: That is correct; that is also the assessed

value, my lord. I don't seem to have the date of sale here, but I will just check it.

THE COMMISSIONER: Reeve puts his valuation on the basis of the assessment. He says, "We are of the opinion the assessment represents the fair market value".

MR. HUNTER: Yes, my lord. I don't seem to have the date of that sale. I think that the material I have here was taken off another file as it was only a half interest this man was claiming. I haven't as full details of the property as I should have.

THE COMMISSIONER: It was not appraised until July of 1943.

MR. McMASTER: There is a memorandum in the claimant's statement with regard to the property, that it was sold in May of 1944. I presume that must have been taken from the Custodian's file.

MR. HUNTER: It may be here somewhere.

THE COMMISSIONER: Well you can establish it later.

MR. HUNTER: Yes, Mr. McMaster is right. I find it here, May 27th, 1944, $230.00.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Iwasaki, I notice in your statement concerning personal property, you state the key was left with a Mr. Mouat. In your J.P. form you say the key was left with a neighbour, B. A. Wilson. Now, which is correct?

A I left the key with Bishop Wilson with the request that he hand it to Mr. Mouat, and I understand that Mr. Mouat did receive the key from Bishop

Wilson.

Q I see. Did you notify the Custodian that the key was with Wilson aside from the J.P. form? Let us change that question. Did you notify the Custodian that Wilson was to hand it to Mouat?

A A Mr. Green came to the island and I told him all the details with regard to those arrangements.

Q Was that before or after you completed your J.P. form?

MR. McMASTER: Will my friend make sure this man knows what a J.P. form is?

THE COMMISSIONER: Show him the document and have him identify his signature.

MR. HUNTER: Q: Is that your signature (producing)?

A Yes.

Q And you completed this form?

A Yes, he told the Custodian.

Q Where was this completed? A: On Salt Spring Island, in his house.

Q This is dated the 5th of April, 1942. Was Mr. Green there to see you before or after this date?

A I don't remember.

THE COMMISSIONER: What was the other document in which he said the key was left with Mouat? You mentioned it earlier.

MR. HUNTER: That was in his statement of personal property, my lord, one of the exhibits.

THE COMMISSIONER: Oh yes.

MR. HUNTER: Q: When you completed this J.P. form, and you put in that the key was held by B.A. Wilson,

did you give them any further detail?

A I asked when Mr. Mouat came to Salt Spring Island that the key be given to him.

Q Who did you make that request of?

A Bishop Wilson.

Q What time were you evacuated from Salt Spring Island?

A About the 20th of April, I think.

Q You are sure this form was made on Salt Spring Island? This J.P. form, you are sure it was made on Salt Spring Island? A: Yes.

THE COMMISSIONER: It might be as well to put that in since you have cross-examined on it, Mr. Hunter.

MR. HUNTER: Yes, I am intending to do that, my lord.

Q Was there a Japanese interpreter present when this was filled in, or can you speak some English?

A I am not very good at English. There was no interpreter.

Q How did you give this information to the person if you can't speak English?

A My English speaking children were present.

Q And they gave the information? The information they gave was in accordance with your direction?

A Yes.

MR. HUNTER: That will be Exhibit 6, my lord, the J.P. form. That is all, my lord.

(J.P. FORM MARKED EXHIBIT NO.6).

MR. McMASTER: My lord, I would ask my learned friend to admit that Gavin C. Mouat did, in fact, on or about October 7th, 1942, attend at these premises and take an inventory.

MR. HUNTER: I bgg your pardon?

MR. McMASTER: I am asking my friend to admit that Gavin C. Mouat did, in fact, attend these premises on the 7th of October, 1942, and take an inventory.

MR. HUNTER: That may be correct. I can't admit it, I am not sure.

MR. McMASTER: It is in your statement, and I would ask my friend to produce the inventory that Gavin C. Mouat took and the report that Gavin C. Mouat made when he took the inventory.

MR. HUNTER: I don't think it is here, Mr. McMaster.

MR. McMASTER: I would ask my friend to produce it then. They have referred to it in their claims analysis, which is the only information I have with regard to this matter.

THE COMMISSIONER: The claims analysis has not been put in, has it?

MR. McMASTER: No, my lord.

THE COMMISSIONER: If you have a report from Mouat, it should be filed, Mr. Hunter.

MR. McMASTER: Perhaps my friend would admit that Gavin C. Mouat was the agent of the Custodian.

MR. HUNTER: That is something I wouldn't care to admit, my lord. He may have had a limited agency, but I wouldn't like to say he was the general agent of the Custodian.

MR. McMASTER: Perhaps my friend will admit he was the agent of the Custodian when he took this inventory.

MR. HUNTER: I don't care to make any admissions at this point.

THE COMMISSIONER: It is just as well to have it on the record because that is a matter that should be cleared up when the Custodian comes to put in his case.

MR. HUNTER: Yes, my lord. What is it you want, Mr. McMaster, the inventory?

MR. McMASTER: The inventory, and any report that Gavin C. Mouat made. Could I see the J.P. form, Mr. Secretary, please? Now, I draw attention to the J.P. form which is filed as an exhibit. It is marked at the top, "Ganges, B.C." and purports to be witnessed by one Green. No further questions, my lord.

MR. HUNTER: For your Lordship's information, I see here a statement that the Director of Lands informs us that up to the 3rd of October, 1944, 1,377,419 feet had been logged from the land, and then there is an account of what happened after that. I thought possibly that information might be of some interest to your Lordship.

THE COMMISSIONER: Yes. Apparently there was quite an extensive stand of timber there.

MR. McMASTER: Can my friend advise me whether the money was collected for stumpage and paid to the claimant?

MR. HUNTER: I can read this.

MR. McMASTER: Perhaps it is a matter of accounting, my lord. I could check on it afterwards.

MR. HUNTER: It gives the history of the deal if you are interested.

THE COMMISSIONER: I do not know that this is a matter with which I am concerned. I take it the timber

was removed before the land was sold, so the value of timber does not come into the question of the value of the lands sold.

MR. McMASTER: May I see it for a minute, please, Mr. Hunter?

THE COMMISSIONER: Let me know what the situation is with regard to Mouat having taken an inventory and when.

MR. HUNTER: That is what I understand I am to file.

THE COMMISSIONER: Oh, I thought you set it out.

MR. McMASTER: My lord, I think my friend ought to file this analysis of real and personal property which he prepared and which was to be the notice to me of what the Custodian's position was with regard to this matter because the statement is quite clearly made with regard to these articles. If it is not correct, I am grossly misled.

THE COMMISSIONER: In this instance it is a matter of considerable moment as to whether there is any record to show that this chattel property was there. I have indicated in the remarks I have made previously that I have not been at all impressed with this claimant in view of the values he has put on real estate. Now, if there is anything in this chattel claim at all, it is bound to be affected by the view I have taken of the claimant in regard to his real estate, and if the Custodian did make a check on the chattel property, I would like to know it.

MR. HUNTER: What Mr. McMaster is referring to, my lord,

is a statement here in a sort of analysis of the claim for real andpersonal property. I am not sure that the facts in this are as stated, but for his benefit I am willing to have it read into the record. It says, "The articles listed in the claim are in substantial agreement with the list supplied by the owner and confirmed October 7th, 1942, by Custodian's agents om the spot, Gavin C. Mouat. Everything moveable appears to have been stolen in innumerable raids on the property from the water." Now, agency is a matter of law in many cases and I am not at all sure that the person in the Custodian's office was on sound ground when he said Mouat was an agent.

THE COMMISSIONER: That will be a defence that will be open to you, Mr. Hunter. All I wish to know at the moment is this, was there an inventory taken by anyone subsequent to the departure of the claimant? and, if so, did the inventory so taken to any degree verify the claim as to chattel property being present. I take it from this document that you read that there was such a check made.

MR. HUNTER: It would appear so. That is the only information I can give you, my lord, I am sorry.

MR. McMASTER: I notice further on looking at this statement it says, "The Salt Springs Lands Limited offered under date of the 28th August, 1944, to purchase this property at a price of $5,250.00, enclosing cash payment of $2000.00 and balance to be paid within two years. This was amended by

a cash offer of $5,250.00 on the 29th of June, 1945. On the 27th of that month, we notified the Salt Springs Lands Limited that conveyance of the title would be subject to the timber agreements registered, and the Salt Springs Lands Limited advised on the 22nd May, 1945, that it was arranged to procure a quit claim of the agreements from the Glen Lake Logging Company Limited. It also stated that it assumed that outstanding amounts owing by the Glen Lake Logging Company would be transferred to the purchaser."

THE COMMISSIONER: Well that is a matter --

MR. McMASTER: That is a matter we will have to look into, but it would indicate those agreements were still in effect and a quantity of timber still remained on the land.

THE COMMISSIONER: It is highly improbable that any logging operator left any standing timber for $2.00 stumpage in 1940.

MR. McMASTER: My point is this, that from that report, and I will have to look into it, it appears possible that the operation was still going on.

THE COMMISSIONER: That is a possibility.

MR. McMASTER: I would ask if my friend would be good enough to give me a copy of the report with regard to the history of the land; not to file now, but at a later date.

MR. HUNTER: I think we could probably give you that. I would like you to understand that this report is drawn up for my benefit and taken from the

file. You have the privilege of going through that file and these are not made available to counsel on the other side, simply because the facts in them are supposed to be taken from documents on file and Mr. McMaster has the same privilege of going through it and making it himself.

MR. McMASTER: I have no comment.

THE COMMISSIONER: You are not committed by anything that is said in that report, is that the situation?

MR. HUNTER: This obviously is a report based on facts in the file, and if they mistake a fact or something like that, I am not going to consider myself bound by that.

THE COMMISSIONER: I think you are wise to take that position. Mr. McMaster knows what the situation is.

MR. McMASTER: I would like to say this with regard to it, I have appreciated, my lord, the cooperation of the Custodian's office, but sometimes there are statements as, for instance, in this claims report which was delivered to us and in the other report which are not substantiated by the documents in the file produced to us, and it sometimes makes it difficult. I appreciate my friend has a difficult job in producing these files.

THE COMMISSIONER: It probably cuts both ways in many cases. All right, thank you, Mr. Iwasaki.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

T.P. Horrobin

"T.P. HORROBIN"
Official Reporter.

NOV 27 1947

Case 252.

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

10/

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

ACKNOWLEDGED

12

3271 Banks

~~Nelson~~

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

(1) NAME IWASAKI TORAZO (RCMP) Reg. No. 10123
(Print) Surname Given Name

(2) Pre-Evacuation Address Salt Spring Island, B.C.

(3) Present Address Box 481 Brentwood, B.C.

(4) REAL ESTATE

(a) Street Address (if any) Salt Spring Island British Columbia
City or Municipality, "H" Province

(b) Legal description (lot number, block number, section number, etc.) Lots 3 and 4, North Salt Spring Island, Cowichan District, including Parcel "A" (D-D 58307-I) thereof, except that part of said Lot 4 lying South of said Parcel "A" and South boundary of said Lot 3 and its production East to intersection with said Parcel "A"

NOTIFIED

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

(i) Farm
(ii) ~~Residence~~ Type of business Farming & logging
(iii) ~~Business~~
(iv) Any other type of property (describe) ~~Timber~~ Property "B" on separate sheet.

(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.) Property "A" sole owner
Property "B" half share.

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

(i) Land Property "A" $ 60,000.00
(ii) ~~Buildings~~ " "B" half share $ 1500.00 (fuel share #3000.00)
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) $ 4800.00
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) $ 66,300.00
(v) Amount at which Custodian sold property and credited your account $ 4,932.95
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) $ 61,367.05

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
Salt Spring Island BC

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

(c) How stored or packed at time of evacuation House and warehouse boarded up. doors to both locked and keys handed to the agent of the Custodian

(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") Custodian
= Agent of the Custodian, Gavin C. Manuel
Salt Spring Island, B.C.

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

1. 2 Jaggers Monkey Engine complete — Estimated Value $ 550.00
2. 5 Shark Nets — Estimated Value $ 100.00
3. 1500 Shark Hooks and Lines — Estimated Value $ 150.00
4. 1 Trolling net — Estimated Value $ 50.00
5. 1 Barrel gill net (unused) — Estimated Value $ 65.00
6. Chinaware & Silverware, Kitchen Utensils — Estimated Value $ 35.00
7. 1 China Cabinet — Estimated Value $ 10.00
8. 1 Sewing Machine — Estimated Value $ 50.00
9. 2 dressers — Estimated Value $ 50.00
10. Box Mill complete with 15 H.P. Gas Engine — Estimated Value $ 600.00

continued on separate sheet.

Belt, Carriage, Shaft, Pulley, 5 cement Saws, Mill Tools

TOTAL CLAIM FOR PROPERTY LOSS $

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 6,391.05

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

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

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

DOMINION OF CANADA)
Province of B. C.)
TO WIT:)

I, Torazo Iwasaki of the City
of Greenwood in the Province of British Columbia

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the City)
of Greenwood)
in the Province of B. C.)
this 15th day of November)
A.D. 1947. L.A. Dodd)

T. Iwasaki

~~A Commissioner &c.~~

Notary Public in & for the Province of British Columbia, Canada.

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.

Description of Property "B"

Land property situated in the Municipality of South Vancouver, B.C. Lots 2 and all of Lot one excepting that portion of Lot one transferred to the Corporation of the District of South Vancouver and shown on reference plan #215. Subdivision "A".

Block #19, District Lot #50. Group one Vancouver District.

T. Iwasaki
Greenwood B.C.

	2 Rowboats equipped with oars	27.00
12.	1 45-gal tank of shark oil	13.50
13.	1 45-gal tank (galvanized iron)	8.00
14.	1 steel shaft 2¼" diam	50.00
15.	1 brass shaft 2" diam 7'6" length	30.00
16.	1 pump jack	65.00
17.	1 screw jack	9.00
18.	1 vice	5.00
19.	1 drilling Engine	12.50
20	New 2 galvanized Slave Pipes	5.00
21	1 Brass Boat Propeller	30.00
22	1 Generator & 1 Magnet @ $3.00 & $7.00 resp	10.00
23	2 Sledge Hammers	4.00
24	1 Pail & 1 Mallock @ $2.00 & $1.50 resp	3.50
25	4 shovel	4.00
26	2 garden forks	2.00
27	3 pitch forks	4.50
28	4 iron tanks	8.00
29	1 injector	10.00
30	1 pail	5.00
31	1 writing table	3.00
32	3 grass saws	9.00
33	2 hauling saws (7'2")	10.00
34	2 peavey	5.00
35	2 garden hoes	2.00
36	1 incubator	30.00
37	1 double Bed	10.00
38.	1 " " mattress & pillows	20.00

39	1 plough	$10.00
40	2 harnesses	20.00
41	Blacksmiths tongs, pickeral, hushcutters	4.00
42	3 cracks (5, 10, & 15 gals)	9.00
43	1 New Cast Iron Heater (not yet used)	27.00
44	1 Old " " "	3.00
45	1 Kitchen Stove (covers)	30.00
46	Nickel plated Milk Pail 3 gal.	3.00
47	10 chairs - oak	12.00
48	1 anchor	7.00
49	4 augers (3 - size 2") (1 - size 1¼")	7.00
50	1 shaving	5.00
51	2 iron stoves	10.00
52	3 peeling bars	3.00
53	3 clawbars	3.00
54	2 axe	4.00
	Total Claim for Property Loss.	$2,224.00

T. Iwasaki
Greenwood, B.C.

amounts by reducing to $1772 ~~00~~

Prior to our evacuation we had an offer from Mr. Wilson who wished to take care of our property during the length of our absence in return for the fruit, vegetables and whatever else he may have benefited from our land. He also stated that he would have a road built up to our property from his place which is approximately a mile. We had hoped to carry out this plan for it would have provided protection to our property from any plunderers and it would also have kept our cultivated lands in good condition. But due to the intervention of Gavin C. Manat, agent of the Custodian who declared that the Government would take care of all our property, we were prevented from carrying out this proposition. Now after almost six years of absence our buildings must be in a state of ruin. This situation if it prevails could readily have been prevented had it not been for the untimely intervention of the agent of the Custodian.

We also had a bid from Mr McDermott who offered to stay on our land. It was his desire to raise sheep on our property. He (Mr. McDermott) wished to stay on our property by ~~repairing~~ paying our yearly land taxes himself and by repairing the fences which enclosed our land in return for the use of our hills to raise his band of sheep. This also was prevented by the here-to-fore stated agent of the Custodian who declared that the Government would take just and exclusive care of our property.

Our property has a two-mile shore line which includes seven stretches of sand-banked beaches and

(over)

seven bays — four of which offer safe anchorage for ships. The bay nearest the house was equipped with oyster plants which we had started building three years prior to our departure. The length of our 2-mile shoreline affords excellent locations for building summer resorts. The beach has an advantage of a year-round water supply promoted by an underground Spring.

The forests yield fir, cedar, Balsam and Hemlock accessible to the waterfront by roads built by caterpillar tractors throughout the timberland

Torazo Iwasaki
(Claimant's Name)

Claim 11

REAL ESTATE
(Other than farm)

EXHIBIT No. 252-1
DATE 2 Mar 1948
FILED BY
J. R. McMaster

-10123-
Reg. No.

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
Vacant land in S Vancouver being Lots 142 (except pt. LOT 1 transferred to Corp'n of S Vancouver). Plan 218, sub-division A, Bl. 19, Dist LOT 50, Gp 1, Vancouver Dist	n/a	n/a	Vacant land	9'x112'x78' (triangular parcel)	1912	24 Jan.

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Residential & business location - lot well suited for residence	$300.00 - after buying, City expropriated small portions for roadway purposes and paid $50 for each piece - 100 in all	after buying the City cleared up the land and I was charged for this in my taxes.	$3000 but 1/2 interest claimed = 1500.00

Comments re upkeep of premises:

n/a -

Comments re Appraiser's report not covered above: In my opinion the appraisal at $239.00 (on the basis of the land assessment) is wrong and is far below the fair market value of these lots.

Comments I believe that the value of the land at the time of sale by the Canadian (he sold for $230.00 & the amount of the appraisal - in May 1944) would be at least 3000.00 which was the amount I paid in 1912. The small portions were taken by the Municipality for the widening of roads. This did not detract from the value of the property but enhanced its worth and desirability by reason of the roadway improvements made.

This land was owned jointly by myself and my nephew H Iwasaki (New Denver, BC) who is making claim independently, before the Commission in respect of his 1/2 interest.

T. Iwasaki
SIGNATURE

JOHNSON, REEVE AND WATSON

BANK OF NOVA SCOTIA BUILDING
602 WEST HASTINGS STREET
VANCOUVER, B. C.

C
O
P
Y

28th July, 1943.

EXHIBIT No. 252-2
DATE 2 mar 1948
FILED BY
J. R. mc master.

The Custodian's Office,
Vancouver, B. C.

File No. 3638/3271

Dear Sir:

Catalogue Nos. 123 and 124
Lots 1 and 2 Sub. A Block 19 D. L. 50
Vacant Land, Joyce Road

We have inspected this property and beg to report as follows:

Location: Close to Kingsway and Joyce Road School.

Land: This land is triangular in shape, being the remainder of two lots reduced in size by the widening of Joyce Road.

Frontage on School Road		8 feet
" " Joyce Road		111.56 feet
" " Lane		77.13 feet

Area 4848 square feet.
Suitable for erection of a single house.
Convenient situation but surroundings not attractive. Old commercial buildings opposite.

City Assessment:	Lot 1	$ 60.
	Lot 2	170.
	Total	$230.

We are of the opinion that the assessment represents the fair market value, which we put at $230.

Yours faithfully,

JOHNSON, REEVE & WATSON
Per: "D. W. Reeve"

Iwazo Iwasaki
(Claimant's Name)

REAL ESTATE
(Farm Land)

Claim I

-10123-
Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared about 579 acres in pasture - about 10 ac Cultivated not planted Cultivated and not in crop about 10 ac List Crops strawb ½ ac raspb ½ ac fruit trees 1 ac veg garden 3 ac oats 3 ac hay 3 ac Total about 12 ac.	about 600 ac	(a) 75 ac (1 sun'rg) from Mr Pettinger (b) 525 ac (about 1930) from Mrs Pettinger	$ 3000.00 4000.00	uncleared	house (in poor repair)	(see Comments)

(Located on Salt Spring Island, BC)

EXHIBIT No. 252-3
DATE 2 mar 1948
FILED BY J. R. McMaster

IMPROVEMENTS SINCE PURCHASE OTHER THAN BUILDINGS (e.g. cultivation plants, trees or special equipment)

Description	When Made	Cost
cleared appr 12 ac. and constructed about 4 miles of road on property; also about 1000' of ditching	over 5 yr period	— own labour
Built wharf in front of house - 10'x50'	about 1933	- own labour & materials from property
Planted over 200 fruit trees (mixed -	" 1940	- planted from grafts -

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
5 room House (repaired + improved)	40×24	Frame siding; shiplap & V joint (papered) inside; fir floors; shingle roof	Don't Know	Repairs and improvements included: stone foundation & cellar; new windows & doors - and built on a woodshed - all own labour - cost (appr)		$ 300.00		
Erected 2 Barns - 30×40 each	- frame on posts	one 1930 other 1940		Bought material & built with own labour - cost (apprs)		$ 400.00		
1 Warehouse - 30×30	"	- 1939		- own labour & bought material - cost (apprs)		$ 500.00		

also a few small sheds for smoking fish - and a chicken house —

Comments re Appraiser's report not covered by above information: I disagree that there was only ½ mile of water front with the property. There was at least ½ miles on a straight line - and much more on the curve of the water line - there are 7 bays with sand beaches. The appraiser fails to mention the 2 barns and the warehouse which I erected (one barn & the warehouse built in 1940 & 1939). I dispute her statement that the 2 buildings he mentions were of no value. The buildings I erected were in good shape and the house in quite good condition. Further he makes no mention of the acreage cleared & the acreage cultivated and in crop. i.e. of my fruit trees; nor does he consider the suitability of the property for summer resort development. I believe the valuation of $7000 is much out of line and out of all proportion to the fair market value.

I. Iwasaki
SIGNATURE

P.T.O.

Comments - I made a contract in 1940 with the Glen Lake Logging Co Ltd to sell them all the merchantable timber on approx 525 acres of this land. I received the first $1000 and 2 further payments of $200 each from the Company and one credit of $260.30 from the Custodian for stumpage account (credit as of Jun 19/43) Judging from this, I would consider that the logging company did not log all of the timber on this area and that there would be considerable timber & logs still standing, which would accrue to the value of the property, when the Company ceased their operations. Of the 75 ac more or less, of my land outside of the 525 ac + covered by the Logging Company agreement, about 40 ac was in standing timber. There was at least 100,000 bf of merchantable fir on the 40 ac. Had I logged it myself it would have realized, at $10.00 per 1000, about $1000.00 ; if sold as stumpage it would have brought about $200.00 -

I had in contemplation the development of this property, with its extensive water frontage, as summer resort property, subdividing it and erecting cottages. I conceived this idea when two men from Vancouver Island came to my house on the property in 1939 and offered me $7000 for the top half of the property running back to its full depth from the water front. They wanted this for summer resort development. I concluded that the property would be worth more to me to develop in this respect and did not enter into any further negotiation with respect to their proposition.

While I have no special knowledge of values of properties, such as mine, for summer resort purposes, I believe my land is ideally located and adaptable to such development, and it was my intention to proceed with this myself. I consider that this is a very important factor in arriving at a fair value of the property. As to the fair market value at the time of sale by the Custodian (22 Mar 1945), having into consideration its standing value and its development potentialities as aforesaid, I shall have to be reliant upon the Commissioner, with such assistance as Counsel may be able to give him.

EXHIBIT No. 252-4
DATE 2 mar 1948
FILED BY J.R. mcmaster.

EXTRACT OF INCLUSIVE APPRAISALS BY
D. KEITH WILSON, MADE AUG. 5, 1944

TORAZO IWASAKI Lots 3 and 4 North Salt Spring Isd. including parcel A thereof, except that part of said lot 4, lying South of said parcel A and South of the South boundary of said lot 3 and its projection East to intersection with said parcel A, consisting of 598.85 Acres. Buildings on this property are to be considered of no value, consisting only of one very dilapidated shack and one tumbled down shed. Water frontage of approximately one half mile is considered to be the most valuable part of this property and includes several very nice bays. The property has, in general, been logged off. There is at present a very rough road to the property boundary but to put in roads through the property would incur considerable expense. I estimate the value of this property to be $5000.00.

c/55r

Sorazo Iwasaki
(Claimant's Name)

PERSONAL CHATTELS

-10123-
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 itemized list herewith for particulars of all chattels which are the subject of claim					$ 1772.00

EXHIBIT No. 25-2-5
DATE 2 Mar 1948
FILED BY J.R. McMaster

Description of Storage of Goods: The goods were left in the house and in the warehouse The logging & donkey engine and the box mill were dismantled and the parts stored in the warehouse and the house. The house and warehouse were locked, planked and boarded and the keys handed to Mr Monet, the Custodian's agent

General Statement as to Chattels not Described above:

Additional Comments, if any: In estimating values for the items claimed. I have valued at cost prices for all items which were new & unused. As to the used items I have allowed for depreciation, having regard to their use and condition at the time of my evacuation.

S. Iwasaki
SIGNATURE

TORAZO IWASAKI REG. NO. 10123

ARTICLE	DATE PURCHASED	PRICE PAID	CONDITION AT EVACUATION	EST. VALUE AT EVACUATION
1. Logging Donkey	Summer of 1939 (new)		Good(was not yet used at time of evacuation)	
Gas Engine		$50.00		
Drum		135.00		
Block		30.00		
Cable 5/8" x 300'		36.00		
Five 7/8" Choker		25.00		
Shaft		38.00		
Water Tank		10.00		
Gas Tank		5.00		
Foundation Sleigh		70.00		
4 Gears		40.00		
8 Bearings		24.00		
Belts, nuts, washers		12.00		
Slip Gear		12.00		
4 chains		5.00		
Donkey Float		50.000		
Completed Donkey		$542.00		$542.00
2. Box Mill	Summer of 1936		Good	
15 H.P. Engine		$300.00		$200.00
1 new belt at (30 ft. at 40¢ a ft.)		12.00		6.00
Carriage (new)		30.00		20.00
Shaft (new)		225.00		15.00
3 pulleys (old)		28.00		15.00
1 dip saw (new) diam. 48"		338.00		20.00
Circular saw (new) diam 28"		8.00		6.00
3 Circular Saws (old) crosscut		6.00		4.00
3 Bearings plus belts, nuts, washers		6.00		4.00
1 Gas tank (new)		5.00		3.00
1 water tank (old)		10.00		5.00
bldg. (the mill)		130.00		70.00
1 Engine oil tank		2.00		1.00
Complete		$600.00		$369.00

ARTICLE	DATE PURCHASED	PRICE PAID	CONDITION AT EVACUATION	EST. VALUE AT EVACUATION
3. 2 rowboats equipped with oars	1936 and 1937	$30.00 for new boat $20.00 for second hand $50.00	Good	$27.00
4. One 45 gal tank of shark oil	1940	$20.00	Left as it was	$13.50
5. One 45 gal. tank galvanized	1938	$8.00	Good	$5.00
6. 1 plough	1935 (new)	$15.00	Used	$7.50
7. 5 shark nets	Summer 1940 (new)	$150.00	Fair	$100.00
8. 1500 shark hooks and lines	1941 (new)	$150.00	Never been used	$150.00
9. 1 trolley net	1938 (new)	100.00	Good	50.00
10. 1 barrel gill net	1935 (new)	100.00	Good	50.00
11. Chinaware, silverware, kitchen utensils	1938	50.00	good	30.00
12. 1 sewing machine	1939	125.00	good	50.00
13. 2 Dressers	1935	55.00	good	25.00
14. 1 Steel Shaft 2¼" diam	1921	50.00	good	15.00
15. 1 Brass shaft 2" diam.	1920	140.00	fair	25.00
16. 1 pump jack	1925	70.00	good	25.00
17. 1 Screw jack	1925	7.00	good	2.00
18. 1 vice	1935	10.00	good	5.00
19. 1 drilling engine	1935	18.00	good	9.00
20. Galvanized stove pipe	1941 (new)	5.00	unused	5.00

ARTICLE	DATE PURCHASED	PRICE PAID	CONDITION AT EVACUATION	EST. VALUE AT EVACUATION
21. 1 brass boat propeller	1921	$30.00	good	$10.00
22. 1 generator and magnet	1939	20.00	good	10.00
23. 2 sledge hammers	1935	4.00	good	2.00
24. 1 pick and mattock	1935	3.50	good	2.00
25. 4 shovels	1935	7.50	fair	4.00
26. 2 garden forks	1935	3.00	fair	1.50
27. 3 pitch forks	1935	6.00	good	3.00
28. 4 iron tanks	1940	12.00	good	6.00
29. 1 injector	1936	18.00	good	10.00
30. 1 coil	1936	7.50	good	3.00
31. 1 writing table	1935	9.00	good	3.00
32. 3 cross saws	1939(new)	14.00	good	7.00
33. 2 Falling saw	1939(new)	24.00	good	10.00
34. 2 peavey	1939(new)	6.00	good	4.00
35. 2 garden hoes	1939(new)	3.00	good	2.00
36. 1 incubator	1938	35.00	good	20.00
37. 1 double bed	1939	20.00	good	10.00
38. 1 double bed mattress	1939	20.00	good	10.00
39. 2 harnesses	1935	30.00	good	10.00
40. blacksmith tongs, pickeral, 1 brush cutter	1935(new)	8.00	good	4.00
41. 3 crocks (5, 10, and 15 gal.)	1941	9.00	good	4.50
42. 1 cast iron heater	1941(new)	27.00	unused	27.00
43. 1 old heater	1937	12.00	fair	3.00
44. 1 kitchen stove	1938	50.00	fair	25.00
45. nickel plated Milk Pail	1941	3.00	good	2.00
46. 10 chairs	1940	30.00	fair	12.00

ARTICLE	DATE PURCHASED	PRICE PAID	CONDITION AT EVACUATION	EVEST VALUE AT EVACUATION
47. 1 anchor	1938 (new)	7.00	gunused	$7.00
48. 4 augers	1940 (new)	7.00	good	3.50
49. 1 bearing	1938	7.50	good	3.00
50. 2 iron brock	1939(new)	15.00	good	7.50
51. 3 peeling bars	1935	4.50	good	2.00
52. 3 claw bars	1935	4.50	good	2.00
53. 2 axes	1940	4.00	good	2.00
54. Cream Separator	Nov. 1941	25.00	Unused	25.00
55. 1 China cabnet	1938(new)	35.00	good	10.00
				$1772.00

252 - 6

FORM "JP"
2 Mar 1948

FILE No. 3271

OFFICE OF THE CUSTODIAN

EXHIBIT No. 252 - 6
DATE 2 Mar 1948
FILED BY J.W.G.Hunter

J.W.G.HUNTER

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: IWASAKI Torazo

HOME ADDRESS: Ganges B.C.

REGISTRATION NUMBER 10123 SEX: Male AGE: 62

OCCUPATION: Fisherman, Farmer

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

EMPLOYER: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: FUKU

ADDRESS OF WIFE OR HUSBAND: Ganges B.C.

NAMES OF ANY LIVING CHILDREN: TERUKO (F) TAORO (M)

ADDRESS OF CHILDREN: Ganges B.C.

AGE OF CHILDREN: 11. 8 years

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

1. LOCATION AND DESCRIPTION: Six hundred acres Lot 4. Except parcel A and pt registered under 293021 North Salt Spring Island COWICHAN DISTRICT Also Lot 3, except Parcel A, North S.S etc., ALSO Parcel A of Lots 3 & 4 North S.S. &c

2. BUILDINGS AND OTHER IMPROVEMENTS: One dwelling house, one bath and took-house, one hay shed, two odd sheds, one smoke ~~house~~ house.

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

4. TAXES (Amount and where payable) $117.20 paid to end of 1942 to Ganges Collector

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

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

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Held by H. Beckwith, Union, Victoria, B.C.

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

9. IF FARM LAND STATE CROPS SOWN One acre sundry berries

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Dwelling House as above

2. LANDLORD'S NAME AND ADDRESS:

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

4. STATE WHEREABOUTS OF LEASE:

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Personal property, farm equipment as per list herewith (to be sent later by ?)
All held in house at above. Key held by neighbour B.A.Wilson

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)
Logging agreement for his property with A. Rednault, Glen Lake Logging Co., of Crofton B.C. on stumpage basis. Agreement in hand of A. Rednault

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
None

8. BANK ACCOUNTS: No.1 43 Bk of Commerce Chemainus $190

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS:
NONE

2. TRADE DEBTS:

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

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 5th day of April 194

"H.F.Green" (Signature) "T.Iwasaki"

Witness

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

Date: April 12th 1948

M. Scotty

1002 Government Street,

Victoria, B. C.

15th June 1949

7

EXHIBIT No. 252 - 8

DATE Jan 4 - 1950

FILED BY R. J. McMaster

Messrs. Campbell, Brazier, Fisher & McMaster,
Barristers and Solicitors,
Royal Bank Building, 675 W. Hastings Street
Vancouver, B.C.

Attention: Mr. McMaster.

Dear Sir,

re: Lots 3 and 4, North Salt Spring Island.

Acting upon instructions from you, I have made an examination of Lot 3 and part of Lot 4, North Salt Spring Island, comprising 598.85 acres, and beg to report as follows:-

It will be very difficult to estimate what timber has been taken off the property to this date without making a very exhaustive survey of the same, and having access to all logging records; those by the Glen Lake Logging Company and all subsequent operations. A definite estimate of all timber taken off the property will not be available until after the logging operations are completed. It might then be possible to obtain this information from the Scale and Royalty Accounts at the Forest Branch either in Vancouver or Victoria. I am informed that the present operation is being conduced by some loggers, directly for Mr. Mouat.

Some of the area appears to have been logged five or six years ago, and some two and three years ago, also during the last year, and logging operations are actually taking place on two portions of the area at the present time. Reference to the enclosed map will show you the areas in question which are marked in green.

I have, however, interviewed Mr. R.W. Hibberson, of the Ryan Hibberson Timber Co., who were in charge of the Province-wide timber cruise of all Crown granted lands for taxation purposes, in about 1921-22. Their cruise at that time of Lot 3 was 935,000 ft. B. M. and of the whole of Lot 4 (including Block B to the south) was 4,125,000 ft. B.M. making a total of 5,060,000 ft. B.M.

A rough estimate of the timber on said Block B would be about 725,000 ft., leaving 4,335,000 ft. on the 598.85 acres.

Apparently the Glen Lake Logging Co. cut about 1,250,000 ft. so that there should have been approximately 3,000,000 feet on the area in 1944 or 1945.

No Pee-wee logs were included in the said cruise, so that if they were now included, and also taking in the natural growth for 22 or 23 years, there should have been about 3,500,000 feet on the area at the time of sale.

I might add that most of those taxation cruises were very conservative and generally considerably more timber would be taken off than the cruise shows, generally from 10% to 15%.

There is no royalty on the timber cut on this property, and the stumpage in 1944 and 1945 jumped to double the stumpage in 1940. A conservative estimate of the value of the stumpage in 1945 would be $4.00 per M. feet.

The main road has, I believe, been constructed by Mr. Mouat at his own expense. It has, of course, been invaluable to him for the logging operations. At a later date, this road, with possibly a little re-routing and re-grading, will be taken over by the Public Works Department, as it now goes right through and joins up with the road at the Easterly side of the Island.

I actually made a rough survey of the roads marked in yellow, by compass and pacing, but on the ground there appears to have been a recent survey made of the road, and possibly for subdivision purposes; possibly by Mr. Green, B.C.L.S. of Duncan, or Mr. Wolfe Milner of Ganges. Some of the logging roads, after logging is completed, will not be a loss, as they will be useful for access to any lots laid out in any future subdivision of the property.

With reference to the present logging operations, I noted in the log boom and dumps that the timber appeared to be of quite good grade, and with the price of logs as it is today, the owner must be doing extremely well out of it.

I also rowed up the shore to inspect the shoreline, and notes thereof will be found on the map accompanying this report.

Two parcels have apparently been sold off by Mr. Mouat, one of about two acres, shown on the map, to a Major Knapper, taking in the cottage that used to be occupied by Mr. Iwasaki, and some of the clearing, for which, I was informed, Major Knapper paid the sum of $3,000.00; and another parcel in the North-Westerly corner, to a Mr. Guilbride; acreage and price not available. I met Major Knapper and he showed me where his boundaries were, approximately. I searched title again this morning, but neither of these sales has apparently been registered so that I could not verify the acreage or prices of these alienations.

The property, especially the sea frontage, together with a strip of land a few hundred feet deep, is an exceptionally desirable one. It can be subdivided into a great many plots, giving a certain amount of sea frontage to each parcel, say in one, two or three-acre blocks. There are a great many delightful building sites, especially where the small bays occur, and along the main bay itself. All this is shown on the map.

The land outside of this strip is at present of quite small value. Over the portions of the logged-off land that I traversed, there appeared to be a certain amount of grazing for sheep, but this will undoubtedly dry up as the summer approaches.

To summarize, however, taking into consideration the greatly enhanced value of the land from 1940 to 1945, and also of the timber thereon, I would state that a conservative valuation of the property at the date of sale thereof to the Salt Spring Island Land Company would be Twelve thousand dollars ($12,000.00).

Respectfully submitted.

H.M. Hall.

H.M. Hall.

EXHIBIT No. 252-8
DATE Jan. 30-1950
J.A. Macdonald

SALT SPRING LANDS, LTD.

Gavin C.Mouat: Manager

Box 35,
Ganges, B.C.,
May 18th 1948.

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

Attention Mr. Russell

Dear Sirs:

File No. 3271
Re: Torago Iwasaki

Your letter of the 7th instant duly received together with copy of claim as filed by Mr. Iwasaki and which said copy of claim I am returning herewith.

I am inclined to partly agree with your remarks with regard to the donkey engine. From what I remember I do not think this particular unit was very much good. However, strange enough some one went to an awful lot of trouble to steal it piece by piece.

With regard to the box mill, this apart from the huge engine was a very flimsy affair and I don't think much was produced by it. However, I can readily agree that the outfit should have been worth about $250.00 at time of evacuation to someone who wanted the various machinery. The mill building is still there but of course very rotten as the foundation was built of green logs. Also parts of the engine (apparently too heavy to move) are still there but again the whole place has been plundered and pillaged.

With regard to list of smaller stuff I am of the opinion that these goods were all there and the values placed on them as at evacuation average up a little higher than prices obtained for similar goods at the 1943 auction sales at Salt Spring and Mayne Islands.

As pointed out above there is still part of an engine left on the property. This is the box mill engine. There are also parts of other material still on the property but as a result of vandalism and theft what is left is valueless. For instance the frame of the sewing machine is there but the machine itself was wrenched apart from the frame by use of considerable force, possibly pryed off by a crowbar, when it could have been removed by simple use of screw driver and a wrench.

There seemed to be as much or more evidence of vandalism at this place as there was of theft and I tried and hoped to catch someone at it but without success. Perhaps just as well as the Department would probably not have prosecuted, which was the result in a similar case where we had evidence.

I have discussed this matter with Mr. D. K. Wilson and he cannot suggest anything further than the above.

Yours truly,

"GAVIN C. MOUAT"

Gavin C. Mouat

XX Since dictating above I made a visit to the old mill site and find that practically all of the old engine has disappeared. This could have happened quite sometime ago as I do not recall taking any particular notice of it for at least a year. I also noticed that the building is a total loss it was built on logs that have rotted and it is certainly an encumbrance now.

"G.C.M."

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

April 18, 1950. G. Norrington

File 3271

MEMORANDUM

TO: Mr. D. T. Braidwood

December 1, 1949.

FROM: Mr. F. G. Shears

Re: Case 252 - Torazo IWASAKI
& Salt Spring Lands Ltd. and Gavin C. Mouat

In our letter of March 27, 1942, Mr. Mouat was approached by Mr. C. L. Drewry then in charge of this office, to supervise properties left by persons of the Japanese race in the vicinity of Salt Spring and Mayne Islands. Mr. Mouat agreed to act as Custodian agent, and from then on supplied a considerable amount of information in connection with Japanese properties in these areas.

With the exception of some difficulty in regard to the amount and manner in which charges for his services were rendered, and some trouble which developed between himself and one of the tenants of the Japanese property, I cannot recall any other complaint. All members of our staff who had any direct contact with Mr. Mouat have been satisfied with his conduct and work, and I am not aware that there has been any circumstance arise which would bring his integrity into question.

The property under consideration was included in our catalogue No. 552. I note that this did not indicate that any timber was on this property. The appraiser for this property was not secured by Mr. Mouat. Our letter of Aug. 2, 1944 addressed to Col. E.W. Pope, c/o Geo. A. Touche & Co., Victoria, reads as follows:

> "We confirm our telephone conversation of this morning on the question of an appraiser properly qualified to appraise the Salt Spring Island Properties listed under numbers 551, 552 and 553 in our catalogue ..... We would appreciate your co-operation in recommending a properly qualified person to do this work.

Resulting from this request, we wrote on August 3, 1944 to Mr. D.K. Wilson at Ganges:

> "We confirm the arrangements made with you this afternoon, by telephone, to appraise the properties listed under Nos. 551, 552 and 553 in our catalogue of properties recently advertised for sale.
>
> As explained to you, we must have a proper independent appraisal of each property in the catalogue. Mr. Gavin C. Mouat is our representative for Salt Spring and Mayne Islands and, consequently, is debarred from doing this work for us in that area. We telephoned you after consulting our Victoria Agents.
>
> We shall, as arranged, look for your report at the beginning of next week."

Held salesman's license as nominee of Salt Spring Island Land Co. from April 1938 to June 1940 -

The appraisal received was as follows:

"Lots 3 and 4 North Salt Spring Isd. including parcel A thereof, except that part of said lot 4, lying South of said parcel A and South of the South boundary of said lot 3 and its projection East to intersection with said parcel A, consisting of 598.85 Acres. Buildings on this property are to be considered of no value, consisting only of one very dilapidated shack and one tumbled down shed. Water frontage of approximately one half mile is considered to be the most valuable part of this property and includes several very nice bays. The property has, in general, been logged off. There is at present a very rough road to the property boundary but to put in roads through the property would incur considerable expense. I estimate the value of this property to be $5000.00."

The following tenders were received:

Salt Spring Lands Ltd.	$4,550.00
Captain W.N. Smith	4,250.00
W. T. Bush	2,500.00

After securing the appraisal referred to above, these parties were advised that the Custodian was not in a position to consider any offer for the purchase of this property at less than $5,000.00 and that if they were interested, revised offers would be considered.

On August 14th, the Salt Spring Lands Ltd. submitted a revised offer of $5,250.00 and on Aug. 17th we received a revised offer from Capt. W.N. Smith of $5,000.00. On the basis of Salt Spring Lands' tender being in excess of the appraisal, this offer was accepted.

It would not appear that there was any attempt at this or any other time for Mr. Gavin Mouat to conceal his connection with the Salt Spring Lands Ltd. The tender for this property was written on Salt Spring Land stationery, signed by Gilbert J. Mouat, Vice-President.

Enquiries from the Registrar of Companies lists the following as shareholders of Salt Spring Lands Ltd. in Annual Report, 3rd November, 1944 -

Harry Wright Bullock,	Ganges, B.C., Retired.
Kenneth Butterfield,	Ganges, B.C. Clerk
Arthur W. Drake,	Ganges, B.C. Buttermaker
Douglas S. Harris,	Ganges, B.C. Real Est. Agent.
Arthur Inglis,	Ganges, B.C. Real Est. Agent
Gilbert J. Mouat,	Ganges, B.C. Merchant
William M. Mouat,	Ganges, B.C. Merchant
Gavin C. Mouat,	Ganges, B.C. Farmer
Thomas W. Mouat,	Ganges, B.C. Retired
Mouat Bros. Ltd.	Ganges, B.C. Merchants
Mrs. Jessie Toynbee,	Ganges, B.C. Housewife
Mrs. Mary Wood,	Courtenay, B.C. Housewife

I wrote to Mr. Eustace Smith as follows:

"Further to our telephone conversation, the legal description of the property is - Lots Three (3) and Four (4), North Salt Spring Island, COWICHAN DISTRICT, including Parcel "A" (D.D.58307-I) thereof, EXCEPT that part of said Lot Four (4) lying South of said Parcel "A" and South of the South boundary of said Lot Three (3) and its production East to intersection with said Parcel "A".

The registered owner of this property was Torazo Iwasaki, and at the time the Custodian became interested, there was a timber agreement - 11th December, 1940 up to the 31st of December, 1945 in favour of the Glen Lake Logging Company.

Can information be obtained from Glen Lake Co.

We sold this property to the Salt Spring Lands Ltd. in August of 1944 and the information which is being sought is the quantity of timber which has been taken off this property since the 1st of September, 1944.

It will be appreciated if you can, without too much trouble, secure this information, we presume from the Timber Office."

and have received the following reply:

"I have just had an interview with Mr. Fox of the Forest Service, who has given me what information he has on timber cut from the North Salt Spring Island. By the way, Mr. Fox looks after all the Scaling accounts. He tells me that the area we are looking into is only part of the total shown under the one Timber Mark. His information is as follows -

"Renolds & Beach - MARK 68.8 - issued February 7th. 1947, covering Sec. 11 and 12, R. 1 W., Parcel B. - Secs. 9 and 10 except Plans (4476 and 4757) - Secs. 11, 12 and 13, R.2 W. - Parcel B. of Sec. 10, except Plans (4476 and 4767), as mentioned - Secs. 11, 12 and 13, R. 3 W. - Sec. 13, R. 4 W. - Lots 3, 4 and 6, except Parcel A. and 7, North Salt Spring Island."

1947 Cut 183,594' B.M. and 12,845 lineal feet - which was probably Piling.

1948 " 619,613' "

1949 " 2,562,591' "

Mr. Fox is going to look up the old records for 1944 and 1945, but in no case can he segregate Lots 3, 4 and 6 from the other timber that is listed under the same Mark.

I may get some more information from him within the next day or two, but in the meantime this is the best I can

do, and the best information he can give me."

I am doubtful if this information will be of any real value in view of the fact that the figures appear to take in other timber limits.

CONFIDENTIAL

MEMORANDUM

TO: Hon. Mr. Justice H. I. Bird November 10, 1949.

FROM: Mr. F. G. Shears

Re: Sale to Salt Spring Lands Limited Case 252
August, 1944.

Mr. Braidwood has asked me for some information regarding this case, which in another memorandum I will endeavour to supply.

You mentioned this matter to me in your chambers on Tuesday, and I gathered that it may have been suggested to you by claimant counsel that Mr. Hunter did not hold Mr. Mouat in high repute. If this were so, you assumed that his opinion would have been formed from material on our records or from information which came from our office.

I think it would be desirable for me to say that this was not an opinion current in our office and is not in accord with any facts of which I am aware.

The following circumstances are the only things which may have given colour to such an impression, but any opinion of Mr. Mouat derived from these, would not carry the same type of implication which may have been suggested to you.

A certain amount of correspondence and comment has been made from time to time in regard to accounts which Mr. Mouat rendered to this office for his services. Examples of what I refer to can be gathered from the following excerpts from correspondence:

Feb. 20, 1943 from R.P. Alexander to Gavin Mouat -

"Thankyou for your letter dated Jan. 31st enclosing your expense accounts for the months of October, November and December, 1942 ..... I do not feel personally qualified to pass on these accounts and am referring the matter to Mr. Shears for his attention ....."

Feb. 24, 1943 from R.P. Alexander to Gavin Mouat -

"In consequence I am instructed to write to you and request that you outline for us very briefly either the nature of your work during the said 3 months on each case or that your provide us with sufficient clues to enable our Administration Dept. to check on relative reports .....".

July 21, 1943 - Memorandum from R. P. Alexander -

"Insofar as Mr. Mouat's bills against the Custodian for his services as agent are concerned, the situation in brief is as follows.

"On September 3rd, it was agreed in writing that Mouat was to bill us for any special work assigned to him by the Custodian, that he was to continue acting as our rental agent for which his compensation was to be at the rate of five per cent of rentals collected, and it was also fully

understood that he was to bill the Enemy Section for any work done by him and that he was to bill the B.C. Security Commission for work he did for them."

"On January 9th, 1943, he handed us a bill for $450.00 lump sum, for his services in October, November, and December. We handed the bills back to him and asked him to break them up. He made a very poor attempt to do so which was entirely unsatisfactory and we wrote to him in this connection on February 20th. In brief, we asked him to provide us with evidence of his work in connection with our goods, to justify this office in effecting settlement by referring us to reports he has sent us or to reports he would be sending us. In reply Mr. Mouat said he was very busy, and that his out-of-pocket portion of his bills for October, November, and December amounted to $250.00. We sent him $250.00 on April 20th and asked him for his bills for January, February and March and up to date. He has not sent us any bills since, but he has offered to resign. His resignation has not been accepted.

"I am asking Mr. Green to send you a brief memorandum concerning the need, insofar as chattels are concerned, for this office to continue to utilize the services on the island either of Mr. Mouat or of a successor to Mr. Mouat."

July 23, 1943 - Memorandum from H. F. Green -

"With reference to Mr. Alexander's memorandum to you of July 21st on the above agent, I am giving you the following notes which may be helpful to you when you see him.

"I should mention that in April last year I was sent over to Salt Spring Island to go into the question of Japanese properties there and on Mayne Island. I then thought that Mr. Mouat was a capable man who would make a satisfactory agent and I still believe that if he has not lost interest, he can serve us satisfactorily. He is very familiar with conditions and people on the island and was obviously liked by at least some of the Japanese, very few of whom were evacuated at the time I visited Salt Spring Island ....."

Aug. 4, 1943 - Memorandum from K.W. Wright to F. G. Shears -

"I have given you a verbal report of my findings on inspection trip to Salt Spring and Mayne Island properties last week, and in compliance with your request, record the conclusions arrived at.

"At the outset, I would like to stress the co-operation received from Mr. Mouat in the course of my visit and to state that from the time of arrival on Monday afternoon until my departure on Saturday, he gave his time unsparingly and at some sacrifice to his personal affairs. I am impressed with the interest which he is taking in the assets on these islands under the Custodian's control and must admit that the monetary reward would fall short were it not for the fact that he feels compensated in large measure in the knowledge that he is performing a public service.

I quite appreciate that exact details are found wanting in some of Mr. Mouat's reports but there are so many demands upon his time that detail is secondary and accomplishment is his chief aim. Mouat's knowledge of the entire area, coupled with the fact that he is well acquainted

with the former Japanese owners, leads me to believe that we are extremely fortunate in having him as our representative. The constant supervision which he exercises and the care displayed in choosing tenants after properties become vacant avoid losses in this distant community where a certain element places Japanese property in the "help-yourself" class.

"I spoke to Mr. Mouat regarding his outstanding account for services and he promised to furnish us with additional details in the course of the next week. He pointed out that it was extremely difficult to allot the charges, due to the nature of the work, and informed me that it was next to impossible to keep track of the various attendances."

You will notice from the above that while there was some criticism in regard to his charges and the manner in which his accounts were presented, that the staff who had immediate contacts with him recommended him very highly.

There was another incident in which Mr. Mouat came into prominence in connection with a Mr. Jaggs. Mr. Jaggs wrote to Ottawa complaining about Mr. Mouat. I am attaching some correspondence - there is more, but what is attached will be sufficient to indicate the nature of the feud, and there is no doubt that considerable antagonism developed between these two men.

I am not aware of any actions on the part of Mr. Mouat that have raised any doubt as to his integrity.

While I am sending this as a confidential memorandum, this information may of course be discussed by you with counsel should you so desire.

(C O P Y)

Copy of a Copy

R E G I S T E R E D

Ganges Harbour, B. C.,
Thursday 4th, 1942.

To:
Mr. G.W.MacPherson
Deputy Custodian for
The Secretary of State
306 Royal Bank Blg.,
Vancouver, B. C.

(OFFICE OF THE CUSTODIAN (JAPANESE SECTION) (R E C E I V E D) (Jun.5,1942.)

Dear Sir:

During the past few days I have had an unpleasant (1) experience with Mr. Gavin Mouat your Agent in connection with my tenancy of this Japanese property.

The trouble commenced from the house. I asked Mr. Mouat for the return of a deposit of Five dollars ($5.00) which (2) I had paid in by me in connection with another Japanese property which was not suitable and which I vacated after only ten days occupancy.

This deposit Mr. Mouat refuses blankly to return (3) stating it had been sent to the Japanese owner.

At the beginning of May I entered into occupation of this house owned by T. Murakami under a tenancy agreement (4) drawn by your agent, which agreement I was told he had no authority to make.

The rent was to be Ten dollars ($10.00) per month in advance, but it was understood the advance payment would be (5) dependant upon the arrival of my pension cheque.

I am enclosing ten dollars due in respect of the (6) past month.

The following happenings will show why I am anxious to show exactly my position with regard to this tenancy. Mr. (7) Mouat has adopted a very arbitrary and abusive attitude and is assuming powers which I am inclined to think may not be vested in him.

In my absence on Tuesday last Mouat entered my (8) house without previous request or invitation.

Later in the day he called again and ordered me to vacate the premises, endeavouring to take the only one key (9) from my possession and threatened Police action.

The next morning he arrived accompanied by a (10) Police Constable.I was not prepared to have any dealings with

(11) Mr. Mouat but was questioned by the Constable as to the value of asparagus I had removed from the garden and sold.

(12) The question took me completely by surprise and I made my way immediately to WONG SING the Chinaman who I understand is now interested in the produce on and other properties.

(13) The asparagus I had cut was from a small plot adjoining the house its value being less than four dollars ($4.00.).

(14) I was then told Mr. Mouat approached him who desired him to proceed against me for theft of asparagus, although Sing had previously assented to my cutting asparagus from this particular plot.

This action by Gavin Mouat was malicious and due course will have to be dealt with for such procedure is likely to be very damaging.

Yours very truly,

(SIGNED) Maurice W. Jaggs.

COPY

Memo for Mr. Drewry,

From:Gavin Mouat.

"June 19th" 1942

File 3277

RE; Trouble with Maurice W. Jaggs

On April 19th Jaggs made a written offer to lease the Hirano house for one year for the sum of $120.00, payable at $10.00 monthly in advance. With this offer he made a deposit of $5.00. I allowed him possession of the house on April 21st. He remained there until May 2nd, during which time he used their garden stuff, cut and sold asparagus from their asparagus patch, and used their firewood, etc.

In connection with the above property, Mr. and Mrs.Jaggs viewed the property in my company and were shown all around by the Japanese family, and Mr. and Mrs. Jaggs expressed themselves as very satisfied and willing to take the place. Ten days later they approached me saying that they would like to move to another Japanese place. Naturally, I was not very enthusiastic about such a sudden change on their part and did not hurry to accommodate them. However, Mrs.Jaggs alone came to me one afternoon sobbing and crying and pleaded with me to let her have the T. Murakami house, stating that she could not go back to her husband without assurance that they could move, as he was lying on the floor shouting, yelling and raving about the impossibility of continuing to live at the Hirano house. The woman appeared to be very sincere, and I felt very sorry for her and finally agreed that I would permit them to have the T. Murakami house, provided that he would sign an offer to lease it for one year at the rate of$10.00 per month, rent payable in advance, and that he would pay the first month in advance.

The following day they arrived up at the T. Murakami house, carrying a few belongings, and apparently waited some time for me. Before opening the house I happened to notice a quantity of cut asparagus partially concealed out to the rear of the house. I immediately drew this to his attention and asked him where it had come from. He admitted he had cut it from a small plot to the rear of the house. I immediately and emphatically upbraided him for having done so, as I had previously informed him that all the asparagus crop had been sold to Chew. However, at that same time I suggested to him that if he approached the Chinaman in charge I considered it quite possible that they would permit him to cut a little asparagus for his own table. This I believe was done.

He managed to trick me into allowing him to enter the house without previously paying the first $10.00, but explained to me that his pension cheque would arrive in the mail that day and he would see that I received the money that night. I may say that I was very dubious about this promise, and about the many promises that I received in the next few days. At about the 15th of May he apparently figured the usual alibis had worn themselves out, so he told me that he was convinced that his pension cheque had been missent or otherwise lost, and he had written direct to Ottawa, and assured me that by the end of the month he would have two pension cheques and would pay me then for the months of May and June. I had no contact with him again until the first of June, at which time I went to see him. Hence the letter to you from him, and I give you the following facts in connection with his letter, paragraph by paragraph:

(1) Seems to be O. K.

(2) O. K.

(3) I told him that I had sent the deposit referred to to the Office of the Custodian, and that if the Office of the Custodian chose to refund it to him it was O. K. with me, but I assured him that he could not get the money back from me.

(4) Needs no remarks from me.

Initialled G.C.M.

(5) When he agreed to rent the house there was no understanding about rent being dependent upon the arrival of the pension cheque. When I opened the house to look through it with him he simply moved in with his hand baggage and gave me his alibi about the pension cheque arriving in the mail that day, and I had little choice other than to permit him to remain at that time.

(6) The $10.00 referred to was handed to me by you, and in turn I left it in your office with Mr. Noble who gave me a receipt for it.

(7) I am sure I have not been arbitrary or abusive in any way with him, nor have I assumed any powers not vested in me.

(8) This is absolutely false. I did go to his house on the afternoon mentioned, Tuesday, June 2nd, and knocked several times at the door, and was at that time of the opinion that he was hiding in the house. However, later I learnt that he was not in there at that time.

(9)(10)(11)(12) I did return in the evening with the intention of asking for the rent, but as soon as he saw me he demanded the return of his $5.00 expended on the Hirano house, and in due time waxed abusive. At that time he told me he wasn't going to pay the rent on the T. Murakami property until he got the $5.00 returned, also he wasn't going to stay in the house, that he had several other houses he could get. I did not order him to vacate, but when he told me that there were several other better houses that he could get I suggested that it would suit everybody if he took one of them. I did not make any attempt to take the key from his possession, and I did not threaten police action. What I did tell him was that in lieu of his statement that he would make no payment whatsoever on the place I would in future consider him as a trespasser on the property, and I also told him that I had noticed the lock on a storage house containing machinery, etc., and situated about fifteen yards to the rear of the dwelling house, had been forced, and I was very careful to inform him that while I did not accuse him of forcing this lock I did intend to bring the police up the following morning to investigate the broken lock.

This I did, and the police noted that the place had been broken into. The police wished to see Jaggs in re the complaint received from the Chinaman, but Jaggs was not at home, and shortly after we encountered him along the road. Jaggs admitted removal of the asparagus and assured the police that he would immediately go to the Chinaman and make settlement with him. This he has failed to do despite the fact the Chinaman was very willing to give him every reasonable consideration.

(13) After receiving the information about the disposal of the asparagus the Chinaman acted entirely on his own, other than that I did suggest to him that out of consideration to Mrs. J aggs he give Jaggs a few days in which to make the settlement. I believe he gave him one week during which time Jaggs told him he didn't intend to pay.

(14) No remarks necessary by me.

Signed Gavin C. Mouat

"June 19th"

COPY

3277

July 29, 1942

M. M. Jaggs Esq.,
Ganges, B. C.

Dear Sir:

We are aware that there have been some unfortunate personal differences between yourself and Mr. Mouat and that you have also been in trouble with the Police authorities.

We can of course take no part or side in connection with these matters and we regret that such circumstances have arisen.

We are reviewing our files in connection with the houses you have occupied and it is necessary that a clear understanding be arrived at between yourself and this office.

According to the lease you signed, the tenancy of the Hirano house commenced on April 21st and you vacated about May 2nd and while we are not making an issue of it we believe that you have the use of the garden, asparagus and fire wood, and for this you have paid and we have received an amount of $5.00.

From this house you moved to the Murakami house and have remained in occupancy since then under an arrangement to pay rent of $10.00 per month in advance.

That is to say that from April 21st until July 31st you have occupied Japanese premises under our custody, the rental of which on the basis of $10.00 per month would amount to $33.00. For this period we have received $15.00 and there is therefore a balance due of $18.00 and a further amount of $10.00 due on the 1st of next month for the advance rent for August.

According to our records there is personal property of the Japanese owner which has been left locked on his premises. Some of these personal effects have been moved and it would appear that our padlock has been tampered with.

In view of the regrettable circumstances that have been connected with your tenancy, we suggest that it may be best for you to vacate these premises without making it necessary for us to take any specific action with regard to the disputes that have arisen and the matter of rental arrears.

On the other hand, if you are prepared to immediately pay up the arrears and the amount due on the 1st August and give us your assurance that the Japanese personal effects can be left securely locked on some part of the premises which you are occupying without being disturbed, we have no objection for the time being to your remaining as a tenant on this property.

The function of this department is purely concerned with the administration and the protective custody of the property placed in our hands and we therefore ask you to advise us immediately what attitude you wish to take in regard to the matters referred to in this letter.

Yours truly,

F. G. Shears,
Assistant Manager.

FGS/PMH

COPY

MURAKAMI
File
3277

506 Royal Bank Building,
Vancouver, B.C.
13th January, 1943.

G.W. McPherson Esq.,
Office of the Custodian,
Victoria Building,
7 O'Connor Street,
Ottawa, Ont.

Dear Mr. McPherson,

We have had some more trouble with Mr. Jaggs and in view of the fact that he has written to the Secretary of State at Ottawa I am sending you this fairly full report, otherwise I would not have bothered you.

We finally received an Eviction Order on December 15th. Jaggs did not move out but we decided not to press matters until after Christmas. Had he moved out during this time I presume that he would have left and taken his personal effects with him. He decided to leave for Vancouver on January 3rd and arranged for the Waggs Transfer to pick up his effects and ship them. Apparently at the time the Transfer Company called, Mr. Gavin Mouat was at the house and had just posted up a Sheriff's Notice to the effect that the property of the Landlord was not to be removed.

According to Jaggs it was Mr. Mouat who advised the Waggs Transfer not to ship anything. Mouat denies this and says that the Transfer Company decided they had better not handle anything because of the Sheriff's Notice.

Our first intimation of this was when Mr. Jaggs called on me on Thursday and knowing that Jaggs had likely come to register some complaint about his eviction, before he had any chance to get going I told him firmly but quietly that we regretted the necessity of the eviction action but as far as this office was concerned, he had been occupying a Japanese house and had not paid rent and moreover refused to do so. (Correspondence on file shows that we have been very conciliatory and lenient with him.) He had the same story about what the Japanese had done to his sister and that he would not pay anything to any Japanese. I admitted that our opinions might possibly agree but that this was quite aside from the question at issue.

He then informed me of the situation mentioned above in regard to his baggage which he claimed we were holding. I advised him that we had no intention of holding his personal baggage and that we would arrange for it to be released and shipped. Mr. Mouat was written to and advised to this effect.

Mr. Mouat got our letter and arrived at our office the next day (to some extent on other business). Mr. Mouat then informed me he thought that Jaggs was getting away with some Japanese tools etc. Mouat had an inventory of what was originally left in the house and in a locked shed. However, this inventory had not been checked or signed for by Jaggs. Also Mr. Mouat was unable to tell me just what articles were missing. It was his idea, however, that the Jaggs' boxes should be searched.

Just at this moment Mr. Jaggs appeared at our office again and I asked him to be sent into my room. As soon as he saw Mouat he refused to enter. After a little talk with him outside I got him to come in, but it was useless as in no time he was threatening Mouat with a stick after Mouat had referred to one of his statements as being a lie. I therefore spoke to Jaggs again outside my office. As he had referred to a lawyer I suggested that if he wished, he might have his lawyer come to this office and we could discuss the matter together without Mr. Mouat being present.

In the afternoon Mr. Jaggs came back with Mr. Borden McIntyre and we went up to Mr. Wright's room. We stated our case to Mr. McIntyre and mentioned that there was a suggestion that there were things missing from the Japanese house. Mr. McIntyre stated that even if things were missing this would be no proof that his client had taken them. We conceded this but suggested that, for Mr. Jaggs' own protection, it would be well for him to permit his boxes to be opened in the presence of one of our men. It was then agreed that we would ship his things consigned to the Custodian and would examine them together here in Vancouver.

Mouat left on Saturday morning and was told to make this shipment at once, which he did, and they arrived in Vancouver on the Saturday evening boat. (I was not aware of their actual arrival until Monday morning).

G. W. McPherson Esq.

I had arranged with Mouat to check the inventory on Sunday and to telephone me Monday morning. This he did and gave me a list of items which were missing. The list was not particularly formidable, consisting of a couple of axes, three hammers, spirit level and a few wrenches, etc.

Mr. Jaggs showed up at the office on Monday morning, and in view of the fact that Mouat had 'phoned me, I started to tell Mr. Jaggs that his goods would now be in Vancouver and that we would arrange to inspect them with him. His reply was that he had already got the goods and had taken them away!! (The C.P.R. must be entirely at fault here as the Shipping Billwas made out to the Custodian of Enemy Property and Jaggs' name does not appear anywhere.) Jaggs then said that he could tell that the boxes had been tampered with. (He had previously spoken to me about fixing some cotton that would break if the boxes were opened). He also stated that he had opened a box in the presence of a policeman and that a level was inside the box close to the top and must have been planted there by Mr. Mouat. He would not say where he had taken the goods but stated that we would need a search warrant to see them and also that he was going to sue Mr. Mouat.

After he left I telephoned the C.P.R. They could only say that Jaggs had gone to their Cashier and stated that there was a shipment for the Custodian. He placed money on the counter for the freight charges which they accepted and gave him a receipted expense bill and with this Mr. Jaggs was of course able to go to the Freight Shed and get delivery of these goods.

I also 'phoned his lawyer and he stated that he was very sorry that this situation had occurred. I do not know to what extent he was familiar with Jaggs' actions.

Jaggs called at our office again on Tuesday. Piecing everything together this is the sequence:

Jaggs was on the C.P.R. docks on Saturday evening when the boat came in and saw his goods being unloaded. (Supposing he had himself placed some of our goods in his boxes he might perhaps have got next to these boxes and broken the cotton he spoke about so as to be in a position to say,when they were afterwards inspected, that the boxes had been tampered with.

G. W. McPherson Esq.

On Monday he went to the Freight Shed at about 8.5 a.m. The C.P.R. told me that he asked their Freight man if he could inspect the boxes and was told he could not without a No.2 Expense receipt. Jaggs then went to the Cashier, paid the freight, as already mentioned, and according to his story, got a C.P.R. policeman and took him to the boxes and showed him the broken cotton.

The C.P.R. told me that the goods were taken by the Edgar Transfer Co. to 7681 Ontario Street, which is the address at which we knew Mr. Jaggs was staying. Jaggs also told me that he had called in a policeman off his beat and opened the boxes and that he then discovered the level and one or two other articles.

A copy of my letters to the C.P.R. and Chief of Police will show that I am trying to check on this.

Jaggs is a most difficult character. I endeavoured to handle him very fairly but he flies off the handle very easily and there has been of course great antagonism built up between Jaggs and Mouat.

A letter written to us on December 28th after Jaggs received Notice of his eviction states: "I am going to move when I am damned good and ready and if any man visits here with any thought of putting me out he most certainly will meet with trouble. I'll drill him full of holes that he will probably not be known again."

Mr. Jaggs stated that he was going to Ottawa next week to some Government employment. Whether this is so or not I am not sure.

I presume we could have proceeded against Jaggs for taking goods consigned to us. However, in view of all circumstances Mr. Wright and myself decided, for the time being at least, to take no immediate action. If anything our file reveals that this office and our Agent have spent too much time in dealing with this matter.

G. W. McPherson Esq.

I am enclosing a copy of the letter which Jaggs says he mailed to Ottawa. Anyone not acquainted with the facts might think that his reference to damages for false arrest and imprisonment was connected with this matter of eviction, this matter of course goes back to the asparagus incident when he was fined for stealing asparagus from the Japanese garden, the crop of which had previously been sold to a Chinaman.

As mentioned at the start, I regret having to take up so much of your time in regard to this matter but wanted you to have some idea of the facts as I presume that this matter may be referred to you when Ottawa receives Mr. Jaggs' letter.

Since dictating the above I have spoken to Mr. Borden McIntyre. I would judge that he is not particularly impressed with his own client and in a confidential way suggested that he thought that Jaggs was slightly "touched". He tells me that he does not think for one minute that he has any Government job offered him in Ottawa and if Ottawa should write to Mr. McIntyre I doubt if he would attempt to present a very good case for Mr. Jaggs.

Mr. McIntyre tells me that Jaggs won a considerable sum in the Irish Sweepstake about four years ago which he was unable to collect. I presume there might be some possibility of collecting it after the war.

Yours truly,

F. G. Shears,
Acting Director.

FGS/PMH

Encl.


PLA
OF
LOT 3 &
North Sal
Scale 5
Lot 2
SW¼
NW¼
N 89°40'E Appr
2992
South Arm
100'
200'
300'
400'
500'
Old Burn
Logged
Booming Ground
Cottage on Beach
Sites
Building
Alternate Gravelly Shelving Rock
MAIN
ROAD
Old Logging Rd.
Logging Rd.
Old Burn
Old Burn
CHANNEL

5742 I

PLAN

OF

LOT 3 & Part of LOT 4

North Salt Spring Is.

Scale 5 chs. = 1 inch



Certified Correct
A. G. McLurlin D.L.S.
5th May 1912


SATELLITE
Alternate
Good
Old Burn
Logging Rd.
New Logging Rd.
Old Logging
New Logging
About 1 Yr.
Main Road
New Logging RD
Rocky
Lot 3
Ridge
New Logging
Lot 4
Total 598.85 Ac (red)
Pottinger Reserve 24.05 Ac (green)
Nett Area 524.80 Acres
Logging in this area at Present
Shelving Rock
Sites
Mostly
Building
Fairly Fresh Logging
Beaming Ground
Good
Logging Rd.
2-3 yrs
New Logging RD
West Asl
38.64
Clam Beach
J. Pottinger
24.05 Ac
CLEARING
HOUSE
Major Knappett
Fine Gravel Beach
Hauling Logs at present from this area
500'
600'
700'


Old Burn
Logging
Old Burn.
New Logging Rd.
R.1.5
TIMBER.
Logging in this area at Present
Lot 4
Total 598·85 Ac (red)
Pottinger Reserve 74·05 Ac (green)
Nett Area 524·80 Acres
S 12° 45' W 1581
Lot 5.
300'.
500'.
400'.
600'.
700'.
S. 69° 33' E Ast.
39·85
Hauling Logs at present from this area.
Young Ast.
Old Logging
New Logging
About 1 Yr.
RD.


SATELLITE
Bulldog
Fairly Fresh Logging
Rocky Ridge
Lot 3
New Logging
Lot 4
Total 598·85 Ac (Forest)
Pottinger Reserve 74·05 Ac (green)
Nett Area 524·80 Acres
Booming Ground
Pool
2-3 yrs
Logging Rd.
New Logging Rd.
West Ast 38·64
J. Pottinger
74·05 Ac
CLEARING
HOUSE
Major Knappett
Fine Gravel Beach
Hauling Logs at present from this area
North Ast. 18·85
West Ast 36·90
100'
200'
300'
400'
500'
600'
700'
Lot 4


Logging in this area at Present
Lot 4
Total 598.85 Ac (red)
Pottinger Reserve 74.05 Ac (green)
Nett Area 524.80 Acres
Lot 5.
S 42° 49' W Ast
300'.
500'
400'.
600'
700'
S. 03° 33' E. Ast
39.85
Hauling logs at present from this area
300'
400'
N. 0° 42' E. Ast
S. 89° 40' W. Ast
800'
900'
Lot 4
written
H. Pottinger
21 May 1912

4011
Victoria Rd

Par 9164.

E006079209

Mod. Wall
(Part)

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE NO. 3271

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

December 13th, 1949

The Hon. Mr. Justice H. I. Bird,
Japanese Properties Claims Commission,
Court House,
Vancouver, B. C.

Dear Sir:

Re: Case Number 252 - Torazo IWASAKI

You telephoned me on the 9th of December to enquire if this office held a copy of the Quit Claim deed from Glen Lake Logging Company Limited to Salt Spring Lands Limited as mentioned in the letter received from the last named Company on 22nd May 1945.

I telephoned Salt Spring Lands Limited on receipt of your telephone call and they have examined their files only to find that they had not followed this matter up and had not obtained the Quit Claim deed from Glen Lake Logging Company Limited. Mr. Mouat informs me that the Glen Lake Logging Company Limited has gone out of existence and he therefore applied to the Land Registry Office for cancellation of the charge mentioned on the deed of the property concerned in case number 252 above mentioned.

The Land Registry Office at Victoria has sent to this office a copy of the application made by Mr. Gavin C. Mouat for cancellation of the charge, and I am attaching this document hereto.

Yours very truly,

B. Good
Comptroller

BG:BK
Encl.

19.7.47
ACJ

No. 56340

RECEIVED
Land Registry Office
Victoria, B.C.
Jul 12 '47
10 a.m.

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

LAND REGISTRY ACT.

Form E.

APPLICATION FOR CANCELLATION OF A CHARGE.

Date July 7th, *19* 47

I, Harold A. Lees of Salt Spring Lands Ltd., solemnly declare that I am [*in case of solicitor* (Solicitor for ....., and that)] [*in case of agent* (of the full age of twenty-one years, that I reside in the Province of British Columbia, and that I am the duly authorized Agent of Gavin C. Mouat, and that)] he is entitled to the* ..... cancellation of the following charge, and I apply for cancellation accordingly.

†(*a.*) ~~By way of Mortgage~~
†(*b.*) ~~By way of Agreement for Sale~~
†(*c.*) ~~By way of Lis Pendens~~
†(*d.*) ~~Judgment~~
†(*e.*) By way of Timber Agreement

‡(*a.*) Registered in Indefeasible Fees Certificate No. 155491-I 170663-I

‡(*b.*) Registered in Charge Book, Vol. ..... Fol. ..... No. 97535-G

Do not write outside the side-line. Space reserved for binding.

DESCRIPTION OF PROPERTY TO BE RELEASED.

Release of Timber Agreement registered under No. 97535-G in favour of Glen Lake Logging Company Limited. This agreement has expired by effluxion of time.

(Parcel A of Lots 3 & 4, North Div. Salt Spring Island Cowichan District)

DOCUMENTS PRODUCED AS RELEASE.

DATE.	FROM.	TO.	DESCRIPTION OF DOCUMENTS.

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 this 8th day of July, 1947 at Ganges, British Columbia.

(Applicant) Harold A. Lees

(Full Post-office address) Ganges, B.C.
For mailing notices and documents.

Notarial Seal D.S. Harris

NOTE.—* If "partial" so state here.
† Strike out clauses not applicable. Use (*e*) for Charges not provided for.
‡ Fill in reference, and strike out clause not applicable.

★ 10M-446-3945 (2)

MICROFILMED BY THE PROVINCIAL ARCHIVES OF BRITISH COLUMBIA

TELEPHONE PACIFIC 9164
CABLE ADDRESS: "CAMBRA"

Campbell, Brazier, Fisher, McMaster & Johnson
Barristers and Solicitors

THE ROYAL BANK BUILDING
675 WEST HASTINGS STREET
VANCOUVER, B.C.

A. T. R. CAMPBELL
C. W. BRAZIER
A. W. FISHER
R. J. McMASTER
A. J. F. JOHNSON

OUR FILE No.

December 9, 1949.

Mr. Justice H. I. Bird,
Commissioner,
Japanese Claims Commission,
Court House,
Vancouver, B. C.

Dear Sir:-

Re: Case # 252.

Pursuant to our telephone conversation today I enclose herewith a copy of the appraisal made herein by Mr. H. M. Hall of Pemberton Holmes Ltd. of Victoria. I have returned the original to Mr. Hall for signature and will file the original for the record at an early date.

Concerning the matter of the timber taken off this land by Glen Lake Logging Co., some months ago I sent our Mr. Cobus over to Victoria to investigate this matter. He received the full co-operation of the Forestry Department and took off a record of the S. & R. Accounts filed by the Glen Lake Company and under their mark. The amount taken off does not exceed the amount reported to the Custodian. There did not appear to be any further S. & R.'s filed against this property although it would appear that logging was carried on after the purchase of the lands by Salt Spring Lands Limited from the Custodian. The land is not subject to royalties and Mr. Cobus' information was that Mouat had successfully objected to payment of scaling fees and filing S. & R.'s.

Yours truly,

CAMPBELL, BRAZIER, FISHER, McMASTER & JOHNSON

Per

Encl.
C.C. to Mr. Braidwood.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE No. 3271

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

December 24, 1947.

Mr. A. Watson,
Secretary,
Japanese Property Claims Commission,
Court House,
Vancouver, B.C.

Dear Sir:

Re: Torazo IWASAKI,
Registration No. 10123

In reply to your letter of the 20th instant we enclose herewith a copy of our letter of today's date to the above evacuee.

Yours truly,

R. G. Bell
Office of the Custodian.

RGB/BM

3271

December 24, 1947.

Mr. Torazo IWASAKI,
Registration No. 10123,
Box 481,
Greenwood, B.C.

Dear Sir:

We are in receipt of a letter from the Secretary of the Japanese ClaimsCommittee from which it would appear that you have filed a request for a statement of your account with this office.

Enclosed with our letter to you on the 23 May, 1945, was a statement of your account to that date, and our letter of the 15th August, 1947, gave you particulars of all subsequent entries, and final balance which was remitted to you at that time. However, in case this information has been mislaid by you we are enclosing another complete statement.

Yours truly,

R.G. Bell,
Office of the Custodian.

RGB/BM

December 20th 1947.

The Custodian,
Department of Secretary of State,
675 West Hastings St.,
Vancouver, B.C.

Dear Sir,

Mr. T. Iwasaki (No.10123), Box 481 Greenwood B.C., has written us requesting a statement of his account which he states he has not yet received. We presume you will be in a position to send him a statement as requested.

Yours truly,

SECRETARY

AW/W.

Box 481
Greenwood, B.C.

Secretary to the Commission
Japanese Property Claims Commission
Court House
Vancouver B.C.

Dear Sir.

I have your letter 2 December 4, 1947.
I have no statement of account with me
since I did not receive it, so I would
like it sent to me.

Yours truly,

T. Iwasaki
Reg. No. 10123.

T. Iwasaki.