

Name of Claimant NAKAMURA, Inosuke

Case 292

Custodian File 1437

<u>REAL PROPERTY</u>										
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		Sale Price	Total Award 125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
<u>PERSONAL PROPERTY</u>										
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 & Recorded Now Missing		45% of amount in next preceding column		
<u>NETS</u>										
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
							00 150.00			105.00
<u>MISCELLANEOUS CHATTELS</u>										
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	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
				230.25	105.91					105.91
TOTAL RECOMMENDATION										210.91

CASE NO: 292

JAPANESE PROPERTY CLAIMS COMMISSION

Grand Forks, B.C.

May 31, 1948

IN THE MATTER OF THE CLAIM OF

INOSUKE NAKAMURA

PROCEEDINGS AT HEARING

IN THE MATTER OF THE "INQUIRIES ACT"  
PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E  
(HIS HONOUR, JUDGE ERIC P. DAWSON, SUB-COMMISSIONER)

10

Grand Forks, B.C.  
May 31, 1948

IN THE MATTER OF THE CLAIM OF  
INOSUKE NAKAMURA

PROCEEDINGS AT HEARING

20 APPEARANCES:

HAROLD W. McINNES, Esq., appearing for the  
Dominion Government

A.E. COBUS, Esq., appearing for the  
Claimant.

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L.A. DODD, Esq., Secretary to Grand  
Forks Sub-Commission

MRS. I.C. SMITH, Official Interpreter

G. HAMBLETON, Esq., Official Reporter

30

I. Nakamura  
In Chief

MR. COBUS: The claim, your honour, of Nakamura, Inosuke, No. 54 on the Secretary's list. That will be Case No. 292, Mr. Secretary, I take it.  
THE SECRETARY: 292, yes.

INOSUKE NAKAMURA, the Claimant herein, being first duly sworn, testified through the official interpreter as follows:

MR. COBUS: I would ask leave, your honour, to amend  
10 the claim, which is a claim for personal property, by abandoning the claim for the fishing vessel, subject of course to the Terms of Reference being broadened to cover such a claim.

THE COMMISSIONER: There was \$800.00 credit on that claim, I see.

MR. COBUS: Yes, your honour. That has no relevancy now with respect to the claim.

THE COMMISSIONER: And that is amended subject to  
20 alteration of the Terms of Reference, or broadening of the Terms of Reference.

MR. COBUS: Yes.

THE COMMISSIONER: I will just endorse that on the claim form.

MR. COBUS: Then the item described as "fishing gears" might be described as "nets" and valued now at \$300.00, and the furniture is amended to a value of \$460.50. The total claim, therefore, is \$760.50, there being no credit to the Custodian.

DIRECT EXAMINATION BY MR. COBUS:

30 Q: Witness, I produce to you a statement concern-

ing the nets for which you are claiming. Did you instruct Mr. Leckie to prepare this statement for you and is that your signature there?

A: Yes.

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

A: Yes.

MR. COBUS: I would ask leave to file the statement respecting fish nets as the first exhibit, your  
10 honour.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. COBUS: Referring to the statement marked Exhibit 1, your honour, two nets are described and valued in the sum of \$100.00 and \$200.00 respectively, a total of \$300.00 for nets. The detailed description of the nets is included in the list.

THE COMMISSIONER: Is that "three months"? The writing is rather vague here under the heading "Age at Evacuation."

20 MR. COBUS: The age of the nets, your honour, is shown as "Used just three months."

THE COMMISSIONER: Three months, I see. All right.

MR. COBUS: The witness says that he left the nets in the Inverness Cannery of J.H. Todd and Sons, Skeena River, B.C. He had agreed to sell his fishing vessel, the "IN" to J.H. Todd and Sons for \$800.00, and he was advised that he had to drop his claim with respect to the vessel. However, with regard to the nets, he says that he  
30 made no agreement at any time, verbal or otherwise,

I. Nakamura  
In Chief

to sell these nets for \$60.00 or any other sum to J.H. Todd and Sons, nor did he ever at any time put any price on these nets. He says that he has been informed that the nets he declared in his J.P. form were one trolling net and one spring net. Actually, he says, he declared one cohoe net and one spring net, and the young man who took the information from him must have made a mistake in describing the cohoe net as a trolling net.

10 THE COMMISSIONER: What is the difference?

MR. COBUS: Q: Witness, what is the difference between a trolling net and a cohoe net?

A: He doesn't know a trolling net. There is no such net as a trolling net.

MR. COBUS: That is the best I can do, your honour.

THE COMMISSIONER: Well, that is the answer, anyway.

MR. COBUS: He goes on to say that he has allowed for depreciation on the nets. He disputes the validity of any alleged sale to Todd and Sons of these nets insofar as any agreement on his part was concerned, and he says he has never received any money for these nets from anybody.

20 Q: Witness, I produce to you a statement marked "2" and headed, "Anchor, Fishing Equipment (Gear) and Furniture." Did you instruct Mr. Leckie to prepare this statement for you and is that your signature?

A: Yes.

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

30

A: Yes.

I. Nakamura  
In Chief

Q: In your statement you have listed under "Description of Major Items" a number of articles. Is that list a complete list of the articles for which you are claiming under statement No. 2?

A: Yes.

Q: And in the extreme right-hand column you show certain values. Do those values represent what you consider to be a fair market value of each of the items so valued? A: Yes.

10 MR. COBUS: I would ask to file this second personal chattels statement, your honour, as Exhibit 2.

(STATEMENT MARKED EXHIBIT NO. 2)

MR. COBUS: Referring to Exhibit 2, your honour, a complete list of items is contained therein, the information concerning the date of purchase, whether the articles were new or used, when purchased, the price paid, and the condition and estimated value per item.

20 The claimant says that the goods were left at the house of M. Oga, near Atlas Cannery, Steveston. The statement refers to the first personal property form. He has these comments to make, that he has been informed that his J.P. form discloses that the articles above claimed for were being stored at Inverness Cannery, Skeena River. This is an error on the part of the Custodian's representative, the young man who took the particulars from him at Hastings Park. The claimant says he told that young man that the goods  
30 were at M. Oga's house.

I. Nakamura  
In Chief

THE COMMISSIONER: Was Oga a neighbour of his or  
some friend of his?

MR. COBUS: Who, witness, was Mr. Oga?

A: He was a fisherman.

Q: Who lived at Steveston? A: They were  
neighbours.

Q: They were neighbours? A: He lived  
next door.

MR. COBUS: They lived next door to each other, your  
10 honour.

THE COMMISSIONER: He couldn't have been Japanese,  
of course, he would have been of some other  
race.

MR. COBUS: Q: Was M. Oga a Japanese person?

A: Yes.

MR. COBUS: He says that the only goods that he had  
left at Inverness Cannery were the two nets  
to which reference has already been made.  
He goes on to say that the party who prepared  
20 His claim form in November, 1947, was also in  
error in putting in the name of "Ogawa" instead  
of "Oga." He adds that he has allowed for  
depreciation on the articles claimed.

Q: Witness, I produce to you your claim form. Is  
that your signature? A: Yes.

Q: Now, I call your attention to item 5 (a) where,  
typed in as an answer to that portion of the claim,  
appears: "Furniture left at Mr. Ogawa, Steves-  
ton, B.C." Is that the correct name of the per-  
son with whom you left your furniture?  
30



A: I think it is an error of the typist.

THE COMMISSIONER: You will probably want to amend that, too, won't you?

MR. COBUS: Yes, your honour.

Q: Is that the proper name, though?

A: That is an error. Oga is the proper name.

Q: Witness this Inverness Cannery is shown to be at Skeena River. That is a way up in northern B.C., is it not?

A: Yes, about

10 five hundred miles from Vancouver.

Q: Where was your home?

A: Steveston.

Q: That is where your furniture was when you were living at Steveston?

A: Yes, all

the family lived at Steveston.

THE COMMISSIONER: Mr. Cobus, do you want to amend that error. We have made other amendments to this claim. Would you like to amend that from "Ogawa" to "Oga"?

MR. COBUS: I would, if your honour please, apply to  
20 amend the answer to 5 (a) to read "Mr. Oga."

THE COMMISSIONER: Yes.

MR. COBUS: Your witness.

MR. McINNES: It will be submitted with reference to the claim for personal chattels, that the same never came into the custody or control of the Custodian and do not come within the Terms of Reference. It is submitted with reference to the nets that they never came into the custody or control of the Custodian and therefore do not come  
30 within the Terms of Reference, and alternatively,

if they did, that the price claimed is excessive.

CROSS EXAMINATION BY MR. McINNES:

- Q: Witness, do you know the firm of J.H. Todd and Sons in Victoria? A: Yes.
- Q: You sold them your fishing boat?  
A: Yes.
- Q: Yes. And you signed an agreement covering the sale? A: Yes.
- 10 Q: Would you look at that, it is only a copy, but see if that is the agreement that you made with them, please. A: This was presented to me, but I couldn't read so didn't know what it contained.
- Q: But you did sign the document. A: I was told to sign it, yes.
- Q: Now, after you sold the boat to Todd and Sons, you removed certain equipment from it, didn't you? A: No.
- 20 Q: Well, J.H. Todd and Sons state in a letter I have in front of me that you had previously sold a drum and transmission off this boat.  
A: I sold my boat in March and the transmission was removed about four months before that.
- Q: Yes, so that when you sold the boat this transmission was not on there. A: I have declared that it was not there.
- Q: Yes. Now did you agree with Todd and Sons to sell them these nets you refer to and which you  
30 are now claiming for?

A: No, I did not.

Q: Well, they say that you did agree to sell them to them for \$60.00. A: No.

Q: My instructions are that \$60.00 is the value that you placed on those nets. A: No

Q: That is not true?

THE COMMISSIONER: Mr. McInnes, do you have the name of the representative who was supposed to have discussed this matter with him?

10 MR. McINNES: I can give you the name of the man who wrote the letters.

A: The spring net would have cost me, new, \$500.00.

Q: I didn't ask you that. A: No. So I wouldn't have sold it for \$60.00.

THE COMMISSIONER: Well, he is just explaining why he wouldn't sell it for \$60.00, that is all.

MR McINNES: The man's name would appear to be Bing.

Q: Do you know Mr. Bing who works for J.H. Todd --

20 MR. McINNES: Of course, your honour, the man who wrote these letters may not have been the man who saw the Japanese at all.

THE COMMISSIONER: There is a reference in this form to a person he was supposed to have had some negotiations with, isn't there?

MR. COBUS: Your honour, I think in Exhibit 1 --

MR. McINNES: Might I continue with my examination or do you wish to take over?

30 THE COMMISSIONER: Just a moment, Mr. McInnes. I am afraid I started this. There is some refer-

ence, I say, in the form which is Exhibit 1, to some young man with whom he had some dealings. I thought possibly we might have been able to have the name of that young man, and ask him exactly what took place. If you read down there. I imagine that is in reference to his J.P. form.

MR. McINNES: Perhaps I can ask him.

THE COMMISSIONER: He doesn't refer to the person with whom he negotiated.

10 MR. McINNES: Perhaps I could ask him with whom he had the dealings about the boat.

THE COMMISSIONER: Yes.

MR. McINNES: Q: Who was it that you were talking to about the sale of the boat? A: It was the manager from Rivers Inlet came with a little child, a Japanese child, as an interpreter and asked to have the boat sold to him.

Q: Yes, all right. Now, then, where was the manager stationed? A: I don't  
20 know.

Q: Well, now, where was the cannery? Did he come from one of the canneries or where did he come from?

A: Yes.

Q: Which one? A: It is the same company.

Q: Well, he said that he came from the cannery on some inlet. Well, what inlet?

A: Rivers Inlet.

MR. McINNES: All right. That is all, thank you.

30 If it please your honour, for the informa-

tion of the claimant, it will be contended that these nets were in fact purchased by J.H. Todd for \$60.00 which they allege was the price they agreed to pay and for which he agreed to sell, but they retained the money and refused to pay it over to the Custodian because this man had stripped his boat of his equipment -- I dealt with it in my cross examination -- and they kept the \$60.00 as part compensation for what he had taken off the boat. Those are the instructions I have on the file.

10 THE COMMISSIONER: In other words, they thought that he got the boat fully equipped?

MR. McINNES: Yes, the contract calls for it.

MR. COBUS: My friend will be able to prove that eventually, I am assuming, your honour.

20 Would my learned friend advise from the information he has if any personal property was found in the home of M. Oga in Steveston, and can he advise me of any such personal property that might have been found in M. Oga's residence in Steveston which may not have been claimed for by Oga and therefore may be the property of the present claimant; and can he advise me, as well, whether, in relation to goods found in Oga's residence, any amounts are now being held in suspense awaiting identification of ownership?

MR. McINNES: That appears to be a somewhat lengthy question, your honour.

30 THE COMMISSIONER: I presume you would have to have the

file of Oga, wouldn't you?

MR. McINNES: I will see what it says. There may be a chattel summary here.

THE COMMISSIONER: I would think, Mr. Cobus, if there is a file of M. Oga, that is probably the best way to get the information if the Crown were willing to undertake to produce the file of M. Oga for your inspection.

MR. COBUS: Would your honour so direct?

10 THE COMMISSIONER: Hadn't we better find out whether there is such a file, first? Can you tell us that? It may have been one of the claims that have been heard.

MR. McINNES: Up till now there has been no reference to a man called Oga. There is a reference in the Analysis of Personal Property Claim to Ogawa. The note on the claim reads: "The claimant declares furniture left with M. Ogawa, Steveston." "This is the first knowledge the Custodian had that goods belonging to this Japanese were left at  
20 Steveston. The only Ogawa registered living in Steveston are Mr. and Mrs. Masaharu Ogawa," file so and so. "There is no reference on their files that the goods belonging to Inosuke Nakamara were left with them." That is the only memorandum. Of course, today is the first intimation we have had about anybody by the name of Oga.

THE COMMISSIONER: Yes. Well, I suppose you could undertake to produce it, if there is such a  
30 file available in the name of M. Oga, for inspec-

tion in order to see if any of the goods claimed in this claim show on the Oga claim. I will give an order to that effect providing you have such a file available.

MR. McINNES: If there is such a file in the hands of the Custodian it will be produced.

THE COMMISSIONER: All right. That is to be produced for inspection if available in the hands of the Custodian.

10 MR. COBUS: May I have Exhibit 1, please?

(Handed to Mr. Cobus)

RE-DIRECT EXAMINATION BY MR. COBUS:

Q: Witness how many fathoms of coho, seven inch mesh net did you have? A: 200 fathoms.

Q: And how many fathoms of spring net size  $8\frac{3}{4}$  did you have? A: The same.

MR. COBUS: Your honour, in Exhibit 1, inadvertently the No. 5 has been written under the heading  
20 "fathoms" which the witness now tells me should be 200 fathoms. The 5 is obviously in there in error.

MR. McINNES: They should both be changed to what?

MR. COBUS: 200 fathoms.

MR. McINNES: In each case?

MR. COBUS: Yes, in each case.

THE COMMISSIONER: Yes.

MR. COBUS: That is all, your honour.

THE COMMISSIONER: All right, Mr. Nakamura, that is all  
30 we can do now.

I. Nakamura

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

*Gordon Hambleton*

G. Hambleton  
Official Reporter

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

*E. P. Dawson*

E.P. Dawson  
Sub-Commissioner

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20

30



54.

DEC - 2 1947

292

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

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

ACKNOWLEDGED

1437

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

(1) NAME Mr. Nakamura Tinosuke (RCMP) Reg. No. 02849  
(Print) Surname Given Name

(2) Pre-Evacuation Address Po. box 5 Steveston, B.C.

(3) Present Address P.O. box 458 Greenwood, B.C.

(4) REAL ESTATE

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

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

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

- (i) Farm
- (ii) Residence Type of business \_\_\_\_\_
- (iii) Business
- (iv) Any other type of property (describe) \_\_\_\_\_

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

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

- (i) Land - - - - - \$ \_\_\_\_\_
- (ii) Buildings - - - - - \$ \_\_\_\_\_
- (iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - \$ \_\_\_\_\_
- (iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ \_\_\_\_\_
- (v) Amount at which Custodian sold property and credited your account - - - \$ \_\_\_\_\_

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

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation \_\_\_\_\_  
*Furniture left at ~~1111~~ Steveston, B.C.*

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

(c) How stored or packed at time of evacuation \_\_\_\_\_  
*Packed*

*Commissioner*

*292*

*Mr Oga*

(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")

Furniture in no one's care

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

1.	Fishing vessel, Gas Boat, Easthope	Estimated Value \$	
2.	30'x 7' 7 H.P.	Estimated Value \$	1,100.00
3.	sold by Custodian	Estimated Value \$	800.00
4.	loss	Estimated Value \$	500.00
5.	Fishing Gears Nets	Estimated Value \$	300.00
6.	Furniture	Estimated Value \$	460.00
7.		Estimated Value \$	
8.		Estimated Value \$	
9.		Estimated Value \$	
10.		Estimated Value \$	

*Handwritten notes:*  
 1. 2. 3. 4. 5. 6. 7. 8. 9. 10.  
 2. 3. 4. 5. 6. 7. 8. 9. 10.  
 2. 3. 4. 5. 6. 7. 8. 9. 10.

*Handwritten note:*  
 1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

TOTAL CLAIM FOR PROPERTY LOSS \$ 1,400.00 <sup>760.50</sup>

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) - - - - - \$ 1,400.00

(6) (a) Place at which claimant prefers to be heard. (b) Do you require the services of an interpreter at the hearing? Yes or no yes  
 (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)

Greenwood prefer, Nelson if necessary

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, Inosuke Nakamura 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 22nd day of November A.D. 1947.

*J. Nakamura*  
 A Commissioner &c.

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

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

J. Washburn  
(Claimant's Name)

PERSONAL PROPERTY

(Fishing vessels, gear and equipment)

02849  
Reg. No.

1 Fish nets

NETS:	Type	Size	Mesh	Fathoms	Age at Evacuation	Original Value	Estimated value at Evacuation
1 Cohoe net	-	7"	45	200	used part	540.00	100.00
1 Spring net	-	9 3/4"	35	200	3 mos	380.00	200.00
							<u>\$ 300.00</u>

VESSELS SOLD BY CUSTODIAN

NAME	Reg. No.	Type	Date Purchased	New or Used	Price Paid	Maintenance Work	Condition When Evacuated	With whom left	Estimated Value
- n/a -									

Improvements to Vessel since date of purchase:	Type	Date	Cost
- n/a -			

EXHIBIT No. 292-1  
DATE 3/5/48  
FILLED BY Claimant

OTHER GEAR:	Description	Date Purchased	New or Used	Price Paid	Condition when Evacuated	Estimated value at date of evacuation
- n/a -						

Arrangements made for storage when evacuated:

I left the nets in the care of Cannery of J. H. Todd & Sons. I agreed to sell my fishing vessel to J. H. Todd & Sons for \$500 and have been advised that I must drop my claim with respect thereto with regard to the nets. I made no agreement at any time (verbal or otherwise) to sell these nets for \$600, or any other amount. J. H. Todd & Sons nor did I sell at any time for any price on these nets.

Additional Comments, if any:

I have been informed that the nets I declared in my SP form were 1 trawling net and 1 spring net. Actually I declared 1 Cohoe net and 1 Spring net and the quantity ~~of~~ <sup>of</sup> ~~the~~ <sup>the</sup> information from me must have made a mistake in describing the Cohoe net as a "trawling net". I have allowed for depreciation on nets. Despite the validity of any alleged sale to Todd & Son of these nets in the form of Washburn as any agreement on my part is affirmed and I have never received any money for these nets from any body.

SIGNATURE

J. Washburn

