Name of Claimant ICHINO, Kosaburo Case 466

Custodian File 4995

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	
		950.00	95.00	.00 12.50							250.00 107.50

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	

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	
385.00	152.35	45.70	39.57%	602.75	238.50	655.75	78.69	362.89

TOTAL RECOMMENDATION	720.39

JAPANESE PROPERTY CLAIMS COMMISSION

Vancouver, B.C.

September 27, 1949.

CASE NO. 466

IN THE MATTER OF THE CLAIM OF

KOSABURO ICHINO

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 FO R E

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

Vancouver, B.C.

September 27, 1949.

CASE NO. 466

IN THE MATTER OF THE CLAIM OF

KOSABURO ICHINO

PROCEEDINGS AT HEARING

APPEARANCES:

D.T.B. BRAIDWOOD, Esq., appearing for the Dominion Government.

A. G. VIRTUE, Esq., appearing for the Claimant.

A. WATSON, Esq., Secretary.

D.F. CHRISTIAN, Esq., Official Reporter.

THE COMMISSIONER: Here the appraisal was $943., the selling price $950., and the assessment was $1600. I presume he will have received on the overall

10%. No commission charged apparently.

MR. BRAIDWOOD: Apparently not.

THE COMMISSIONER: I will allow him $250.

MR. BRAIDWOOD: Plus the original $95.?

THE COMMISSIONER: Plus the original $95.

MR. BRAIDWOOD: $250., plus $95., plus $12.50?

THE COMMISSIONER: That's right.

10

I hereby certify the foregoing to be a true and accurate report of the said proceedings.

Deputy Official Stenographer

20

30

CASE NO: 466

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
March 24th, 1948.

IN THE MATTER OF THE CLAIM OF
KOSABURO ICHINO.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 466.

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).

Lethbridge, Alberta,
March 24th, 1948.

IN THE MATTER OF THE CLAIM OF
KOSABURO ICHINO.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
A.G. VIRTUE, Esq., K.C.,	appearing for the claimant.

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

MR. VIRTUE: With regard to Ichino, the first case for this morning, I want to amend our claim with respect to the electric cooler.

THE COMMISSIONER: May I have the claim form, please?

MR. VIRTUE: The second item on the list of store fixtures attached to the proof of claim is a Universal electric cooler (ice-cream). It is valued in the claim at $450.00; that should be $300.00.

THE COMMISSIONER: Is that the only amendment?

MR. VIRTUE: Yes, thank you.

THE COMMISSIONER: So that will reduce the chattel claim to $2202.00.

MR. VIRTUE: Yes, sir. That is the store fixtures claim. There are two claims.

THE COMMISSIONER: It is the second item on the list of store fixtures.

MR. VIRTUE: The second item on the list of store fixtures. The electric cooler is amended from $450.00 to $300.00.

KOSABURO ICHINO, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q Mr. Ichino, is this a statement prepared by you with the help of the Interpreter of the value of your real estate including the buildings and improvements on it? A: Yes.

Q Is that a true statement? A: Yes.

Q Now, your real estate consisted of a store with your residence at the back of the store.

A Yes.

Q And you paid for the land, without the buildings, $600.00? A: Yes.

Q Now, I understand the buildings were completely burned down in 1929? A: Yes.

Q Did you rebuild the buildings thenx yourself?

A Yes.

Q In 1929. And according to your statement they cost you to build $2700.00? A: Yes.

Q Now did you actually pay that money out?

A Yes.

Q Now you say here that you kept the buildings in good repair and painted them every year?

A Yes.

Q What was the last year you painted the store?

A 1941.

MR. VIRTUE: I will put that in as the first exhibit, please.

(STATEMENT MARKED EXHIBIT NO. 1).

Q Now, this next statement is a statement of your personal chattels, consisting of your store fixtures, and furniture, and household goods. Is that a statement you prepared with the help of your Interpreter?

A Yes.

Q That is a true statement except that we cut the value of the ice-cream freezer down from $450.00 to $300.00? A: Yes, there was some mistake about the price in the original statement, so it was reduced to $300.00.

MR. VIRTUE: Yes. I offer that as the next exhibit.

(STATEMENT MARKED EXHIBIT NO. 2).

Q This statement called a brief statement of evidence, was that prepared by you with the help of your Interpreter, showing the way you got this property and so on? A: Yes.

Q That is a true statement? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 3).

Q Now, I show you a list of your store fixtures and equipment that apparently were sold to a Mr. Pfitzenmaier in 1944. Do you see that?

A Yes.

Q Did you agree to that sale to Mr. Pfitzenmaier?

A Yes.

MR. VIRTUE: Well I don't think he understands it.

THE COMMISSIONER: Just one moment. Have the Interpreter put that question again. Will you read the previous question, please, Mr. Reporter?

(Question read by Reporter).

THE COMMISSIONER: Q: Before you get his answer, Mr. Interpreter, I want to be very sure he understands the purport of the question, namely did he approve and agree to this sale to which counsel has referred.

THE INTERPRETER: Yes. That is how I put it, is it?

MR. AOKI: I don't know that the last part was quite clear to him. Will you repeat it again?

(Interpreter to the witness).

MR. AOKI: That should be clear.

THE INTERPRETER: A: He says he understands the question.

THE COMMISSIONER: Q: What is his answer?

A Yes, I agreed.

MR. VIRTUE:. Q: Well, when did you first know that your store fixtures had been sold to Mr. Pfitzenmaier?

THE COMMISSIONER: Q: What is his answer?

A On thinking it over I remember that I did not agree to the sale in 1944.

Q Well, what is his explanation?

MR. VIRTUE: Q: When did he first know the sale had been made?

THE COMMISSIONER: The difficulty we are faced with here, Mr. Virtue, is that you put your question in the first instance and you got a direct non-equivocal answer. In order to make sure that the witness understood the question, I have had it put again and once again we got a direct answer.

MR. VIRTUE: I think if I can lead up to it, we will get the real facts, because both my learned friend and I know he didn't agree to the sale, or didn't know about it.

THE COMMISSIONER: I am not greatly impressed in the circumstances by that sort of cross-examination by yourself. However, proceed.

MR. HUNTER: That is not my impression. I don't know whether he agreed. I don't say he did or he didn't, I don't know.

THE COMMISSIONER: He says he did. If he has any explanation to make, let us hear it.

MR. VIRTUE: Q: When did you first hear the store fixtures had been sold to Pfitzenmaier? Before the sale or after? A: After they were sold.

MR. VIRTUE: I understand that the sale price, and my learned friend will correct me because I wasn't able to be very clear on this from the record, but I understand that the sale price for all the store fixtures to Pfitzenmaier were $644.25.

MR. HUNTER: Just a moment, my lord. I don't like that phrase, "all of the store fixtures". There are a certain large number that were appraised and sold, yes, but there were others not included that were certainly store fixtures.

THE COMMISSIONER: What is the price again?

MR. VIRTUE: $644.25. I will ask the question this way.

Q I hand you a list of store fixtures which were sold to Mr. Pfitzenmaier on November 27th, 1944. Will you look that list over carefully?

THE COMMISSIONER: It has been read over to him now.

MR. VIRTUE: Q: Yes, sir. Now we are told that all of those things were sold to Pfitzenmaier for $644.25. Did you ever agree to that price?

A No.

Q Were you ever told beforehand what the price was going to be? Before the sale was made.

A No.

THE COMMISSIONER: Mr. Virtue, I have allowed you to cross-examine your own witness and you have the answer now that you apparently sought. I would like some explanation of it from this witness as to why he should first answer you that he agreed to the sale and now under cross-examination by yourself he said he did not. I am frank to say he doesn't impress

me favourably under the circumstances.

MR. VIRTUE: I could produce evidence from the Custodian's own files as to the truth of what he says.

THE COMMISSIONER: You might see what explanation you can get from the witness as to the discrepancy between the first answer and the second one.

MR. VIRTUE: Q: What do you say about the price of $644.25?

THE COMMISSIONER: That is not what I seek.

Q You first told us you agreed to this sale at $644.25. You now say that you did not. What is your explanation of those two diametrically opposed answers? A: I didn't quite understand it at first. There was some slight misunderstanding. Afterwards I understood quite clearly.

THE COMMISSIONER: Very well.

MR. VIRTUE: Q: What have you to say about the price of $644.25 for all those store fixtures?

A A The price would be too low. I couldn't agree to it. The price would be too little. I couldn't agree to it.

MR. VIRTUE: I think perhaps I had better put that list in now.

MR. HUNTER: What is the total, because I am proposing to file the bill of sale, my lord?

MR. VIRTUE: I am just putting it in in explanation of his present answers, Mr. Hunter.

(LIST MARKED EXHIBIT NO. 4).

MR. VIRTUE: Q: Now take the ice-cream freezer alone which you value at $300.00. Is that the agreement

(producing) under which you bought the ice-cream freezer? A : Yes.

Q Did you pay $300.00 for it?

A Yes.

Q That was on the 14th of January, 1941? I would like to put that in.

A Yes.

MR. VIRTUE: This is for the ice-cream freezer, Mr. Hunter.

MR. HUNTER: Yes, but what is it?

MR. VIRTUE: A bill ofsale.

(BILL OF SALE MARKED EXHIBIT NO. 5).

Q Was that freezer we have just spoken about in as good condition when you were evacuated as when you bought it? A: Yes.

Q What was the condition of all your store fixtures when you evacuated? A: They were all in good condition.

Q Now, among your personal chattels you list -- oh, pardon me,-- before I leave the store fixtures I want to ask you about this -- in yourstore fixtures you list 7 stools and booths andtables at a price of $175.00. Were those left there in the store when you were evacuated? A: Yes.

Q What condition were they in?

A They were in good condition. There was no change.

Q You value them at $175.00. Was that a fair valuation? A: Yes.

MR. VIRTUE: Now, I don't want to go over these one by one, sir. They are all valued in the list.

Q Among your personal chattels there was an electric

sewing machine. I will show you a receipt from the Singer Sewing Machine Company. Is that the statement covering the sewing machine that you list in your list of household chattels?

A Yes.

Q And you paid for the sewing machine on the 22nd of January, 1941, or at least you bought it then for $158.10? A: Yes.

Q Was that the machine that you left when you were evacuated? A: Yes, it was left upstairs.

Q What condition was it in? How didyou leave it?

A It was in brand new condition. We hadn't used it.

Q He was doing something with his hands, what is it?

A It was wrapped up. It was all wrapped up.

Q It was all wrapped up in its original wrapping?

A Yes, wrapped up in its original wrapping. He hadn't used it.

THE COMMISSIONER: Q: What was the date he said he bought the sewing machine?

A January 22nd, 1941.

MR. VIRTUE: This is dated 1-22nd, 1941, which I suppose is the 22nd of January, 1941.

Q Now, what was the condition of your other household furniture that you left there?

A It was just the same as before. There was no difference.

Q Perhaps I can ask him this; was it in good useable condition? A: Yes, it was in good useable condition.

Q Now, I want to ask him about one other item. He lists a Craig piano which he valued at $300.00. Was that left there? A: Yes.

Q When did you buy that and what did you pay for it?

A In 1935 for $300.00.

Q Was the piano well taken care of?

A Yes.

Q What was its condition when you went away and left it

c compared to its condition when you bought it?

A While I didn't use the instrument myself, it was used by my daughter, but as far as I could judge it was in the same condition when we left as when I bought it.

MR. VIRTUE: All right, thank you.

THE COMMISSIONER: Just before you leave him, Mr. Virtue, I notice that Exhibit 2 shows as included in the claim an amount of $595.00 due for rent of the above premises, it reads "to Ian Ronald Malcdm at $15.00 per month". I presume that "to" means "by"?

MR. VIRTUE: Yes, Malcolm was the tenant.

THE COMMISSIONER: How can such a claim as that be introduced before me?

MR. VIRTUE: I doubt that it can. I don't think we can establish that.

THE COMMISSIONER: I think we must strike out the claim for rent at $595.00.

MR. HUNTER: In any case, my lord, those rents were collected and credited to the man.

THE COMMISSIONER: It might be well, Mr. Interpreter, to

explain to the claimant that his claim for $595.00 for rent payable by Malcolm is not an item which I am authorized to consider on this investigation, but, in any case, the rent was collected, so Government counsel tells me, and was credited to his account in the Custodian's office. All right, Mr. Hunter.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted that the personal property which was sold was sold for its fair market value. It is submitted that the majority of those items which were declared and not found were not declared until 1945, and it was accordingly due to the negligence of the claimant that they were not found. It is submitted that a number of the items claimed for were not declared and not found. It is submitted that for those items which were lost, destroyed or stolen or are missing, the prices claimed are exorbitant.

THE COMMISSIONER: What is the situation as to the declaration? Did he declare some property at the time of evacuation?

MR. HUNTER: Yes, my lord. I will introduce the J.P. form.

THE COMMISSIONER: And he declared other property later, in 1945, is that it?

MR. HUNTER: Yes, my lord. I would file the appraisal of Coulthard, Sutherland & Company Limited dated the 27th of April, 1944, appraising the property

at $943.00. For your Lordship's information it was sold on November 18th, 1944, for $950.00.

(APPRAISAL MARKED EXHIBIT NO. 7).

MR. HUNTER: I will file the analysis of personal property claim.

(CLAIMS ANALYSIS MARKED EXHIBIT NO. 8).

CROSS-EXAMINATION BY MR. HUNTER:

Q Is this your signature, Mr. Ichino, (producing)?

A Yes.

Q Is that form completed in pursuant to your instructions? A: Yes.

Q And is that list of chattels in the inventory in there the list referred to over here on page 2?

A Is this the list?

Q Yes. Perhaps I had better reframe it. Under "Statement of Personal Property" it says, "Goods at 707 No. 1 Road, Steveston. See list attached". Now, is that the list which was attached at that time? A: Yes.

MR. HUNTER: Under the statement of "Statement of Personal Property Owned", my 1 ord, it reads, "The new tenant, Mr.L.R. Malcolm will be using the stock-in-trade and fixtures", and there is an inventory attached to the J.P. form. I would ask to file that as Exhibit 9.

(J.P. FORM MARKED EXHIBIT NO. 9).

THE COMMISSIONER: By whom was the tenancy created?-- by the claimant himself?

MR. HUNTER: Yes. I was just about to file the lease.

Q Witness, I show you a lease purporting to be between yourself and Mr. Ian Ronald Malcolm, dated the 6th of April, 1942. Is that your signature?

A Yes.

Q And the inventory that is shown in that lease bears your signature there, does it?

A Yes.

Q And this lease -- the inventory was attached to the lease at the time it was made?

A Yes.

MR. HUNTER: This is one of those leases, my lord, that was made for the duration of the war at $17.00 a month and there was an agreement for re-entry on giving 30 days' notice if they were allowed to go back or the war ended, and so on. Attached to it is an inventory of goods which was included in the lease. I will file that as Exhibit 10.

(LEASE MARKED EXHIBIT NO. 10).

MR. HUNTER: I presume that my learned friend has no objection to the bill of sale from the Secretary of State to the purchaser being filed.

MR. VIRTUE: No.

MR. HUNTER: I will file it more for the purpose of the inventory in it, my lord, showing what was sold.

THE COMMISSIONER: This is a bill of sale of the store fixtures, is it?

MR. HUNTER: Yes, my lord. It is dated the 22nd of November, 1944, and sells the items there enumerated for $644.25.

(BILL OF SALE MARKED EXHIBIT NO. 11).

Q Is that letter written by you, Mr. Ichino (producing)?

A Yes.

MR. HUNTER: I don't know whether you have seen this, Mr. Virtue.

MR. VIRTUE: Yes.

MR. HUNTER: This is a letter which was received by the Custodian's office, my lord, dated January 12th, 1945, from Picture Butte, Alberta, and it says (reading). Some of these items were found by the Custodian, my lord, but this is the first actual notification we received of these goods.

(LETTER MARKED EXHIBIT NO. 12).

MR. HUNTER: The real property, my lord, I consider to be purely a question of valuation. If your Lordship will refer to the analysis of personal property claim, Exhibit 8, I placed certain additional information there last night and unfortunately I didn't have my friend's copy available, and if he will just follow what I say, he will have it for his copy. Your Lordship will notice, in order to give some basis of comparison, opposite the various items for which claim is made and which have been appraised, I have shown the appraised price, and these items which were appraised for $544.25 were sold for $644.25 under the bill of sale which has been filed as Exhibit 11.

THE COMMISSIONER: What was the appraisal price?

MR. HUNTER: The total appraisal price was $544.25, and your Lordship will notice that there are certain

items there that are shown as declared and not found, and they are all grouped. They are in a group of four, down towards the bottom of the page.

THE COMMISSIONER: Yes, there is a radio -- two radios.

MR. HUNTER: Those are items which are contained in Exhibit 12, the last letter filed, and which up until that time had not been declared, and which, after receiving the letter, we were unable to find.

THE COMMISSIONER: Was Pfitzenmaier still in possession?

MR. HUNTER: No, not at that time, my lord.

THE COMMISSIONER: Pfitzenmaier had gone, had he?

MR. HUNTER: There was a new tenant.

THE COMMISSIONER: Malcolm was the first tenant. Pfitzenmaier was the man who bought the goods. Possibly he was never in possession.

MR. HUNTER: I will deck that. I know the first tenant had left. Pfitzenmaier was the purchaser of the property, my lord.

THE COMMISSIONER: Yes.

MR. HUNTER: Apparently there was quite a romance here, my lord. Mr. Malcolm vacated in favour of Mrs. M. Malcolm who later re-married and I think became Mrs. Pfitzenmaier. There are a number of items here for which there is no record at any time. Of the 2 serviette containers, only one was declared. There are two claimed. The large mirror was not declared and was not found. The 20 cases of soft drinks and bottles, of those mine were declared, my lord, and those nine were turned over to the tenant Malcolm. I don't know

why, I presume they were empty bottles and thought to belong in the business. The other eleven of the twenty claimed were not declared and not found. The candy making machine and utensils were not declared at any time and were not found.

THE COMMISSIONER: Well, I take it the only articles that had not been declared in the J.P. form and that were later declared were those four which are referred to in Exhibit 12, is that the case?

MR. HUNTER: Can I have that again, my lord?

THE COMMISSIONER: Well I see in the letter, Exhibit 12, there were four articles which you conceded were then declared for the first time.

MR. HUNTER: Yes.

THE COMMISSIONER: The other articles do not appear to be on record at any time.

MR. HUNTER: They were never declared at any time, my lord.

THE COMMISSIONER: They were never declared at any time.

MR. HUNTER: Yes, my lord. Then under "No account, theft," there were two articles declared, that is the pyrex percolators, my lord, and three are now claimed for. We have shown one, there being no record at any time of the other two as lost, destroyed or stolen. Actually it is considered they were probably sold with the burners that went with them, but we have no evidence of that. They may have been broken because the tenant had the use of them, but there is no evidence to indicate what happened to them and I suppose the claimant

is entitled to the benefit of our lack of knowledge. This Rock-Gas stove and hot-plate, they had some gas tanks in connection with them that were owned by the company supplying the gas and they went back to them and they left the bare stove and hot-plate which was appraised at $15.00 as shown there and eventually lost. There is a memo in the file saying that the tanks have been removed and as the tenant doesn't want them, they should be removed and sold. They should have been, of course, but they were not and they just disappeared. Of the five beds, four were declared and not found. They were declared in a subsequent letter and if there were five, the other one must have been stolen. There are a certain number of items there under where it says "no record at any time," that is 5 of these Buddhist shrines.

MR. VIRTUE: Which one is that, Mr. Hunter?

MR. HUNTER: The bottom item, "6 Buddhist shrines". One of those was included in a bill of lading to the claimant, the other 5 there is no record of them at any time. They were never declared and never found. Similarly with the kitchenware. The total receipts as your Lordship will observe were somewhere around $800.00 or a little over. If there is anything else on that form that is puzzling you, my lord, I would be glad to explain it. I think I have done it now.

THE COMMISSIONER: Well perhaps we will leave that until the time when the Government defence is put in,

unless you think the matter can be elucidated by this claimant.

MR. HUNTER: No. There is a special column there, I didn't mention it, or two special columns, rather, "Appraised, no value", that is the stools, etc., were appraised and no value, and there is a column headed, "Missing During Malcolm Tenancy".

THE COMMISSIONER: Have you any cross-examination of the claimant?

MR. HUNTER: No questions, my lord. Wait a minute, there is one question I meant to ask him.

Q Mr. Ichino, the piano when you bought it in 1935, I think you said, was it new at that time?

A Yes.

Q Where did you buy it at?

A The Kelly Piano Company.

Q In Vancouver? A: In Vancouver.

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

MR. VIRTUE: I don't want to ask the witness anything more, but with regard to the case I want to put in a letter written by the Custodian on January 23rd, 1948, to this man's solicitors. I think I had better read the whole thing, it isn't very long.

THE COMMISSIONER: If it is going to be put in as an exhibit, you need not record it, Mr. Reporter.

MR. VIRTUE: (Reading letter). I file that for the purpose of showing where these goods were missing I think that at least there is a possibility, to say nothing more, that they have been the victims

or may have been the victims of these depredations and thefts.

THE COMMISSIONERS That is a possibility, of course.

MR. VIRTUE: Now, I want to refer for a moment or two to the J.P. form. My learned friend has repeatedly stated that certain goods were not declared. Now, I am not going to go into any argument at this stage showing the circumstances under which the J.P. forms were signed, but looking at this J.P. form I think it is a reasonable inference that can be drawn as to what happened, because it was originally typewritten and it says, "see list attached. The new tenant, Mr. R.I. Malcolm will be using the stock-in-trade and fixtures." That is quite obviously this typewritten list is the stock-in-trade and fixtures. There is not an article of personal goods mentioned here at all.

THE COMMISSIONER: No household goods included?

MR. VIRTUE: No household goods included, but they added in ink under the "Statement of Personal Property Owned" and bracketed, "Goods at 707 No. 1 Road, Steveston". I think it is quite obvious from that that it wasn't called to this man's attention but someone called attention to the fact there were goods at 707 No. 1 Road, Steveston, which was the residence. So that accounts for the fact there is no detailed list of the household goods, and I think it is quite fair to say that apparently a great many household goods were found, and my suggestion is that the goods were there all right,

but unfortunately the place was broken into a number of times. Then as far as the store fixtures are concerned, while there are one or two trifling articles missing, on the whole the inventory contained in the attached list corresponds pretty much with the claim filed. I would just like to say one or two other things. There is a letter in the Custodian's file which I would like him to admit from Couthard & Company, a letter of April 27th, 1944, in which they say that the building is in a fair business location, and they go on to describe it.

THE COMMISSIONER: That is shown in their appraisal.

MR. VIRTUE: Yes, it is shown in their appraisal. Now, notwithstanding it is in a fair business location, and I think I may be pardoned for saying in this case --

THE COMMISSIONER: Now, are you not covering a matter that might better be covered either on cross-examination of the appraiser or in argument later? because, after all, your comments now are of no great help to me because they will have to be repeated later.

MR. VIRTUE: I thought I might ask your Lordship, and I will be very brief, to note this in this particular case that this man is asking for the actual cost price which comes to $3300.00 and the assessment is $1620.00. I don't think my learned friend put in the assessment, but the assessment seems to be $1620.00 and yet it was sold for $950.00. That is all I wanted to say, sir, in that regard.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

Certified a true and accurate transcript.

T. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

base 466 4995

ACKNOWLEDGED NOV 27 1947

Leth

12

Proof of Claim

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapter 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

1. Name of Claimant in full: Kosaburo Ichino

   Registration No. 04389

2. Claimant's address at the time of his evacuation from the protected area: 707 #1 Rd., Steveston, B.C.

3. Claimant's present address: Highway Avenue, Picture Butte, Alberta.

4. Claim relating to real property:

   (a) Street address of real property: 707 #1 Rd., Steveston, B.C.

   (b) Legal description of property:

North (½) of Lat. (6), Block (2) of Section (10) Block (3), North Range (7) West, Map (249) in the District of New Westminster. (Municipality of Richmond, B.C.

VIRTUE & RUSSELL, Barristers, Lethbridge.

(c) Type of real property, i.e., farm, residence, commercial, etc., and short description of it:

Commercial---Light lunch and General goods and Residence at (rear)

(d) Title or interest held by Claimant in the real property:

Title No. 27614E

(e) Fair market value of real property at date of sale:

(I) Land— $600.00

(II) Buildings— $2700.00 (Commercial and residence adjoining)

(f) Amount of loss alleged to have been sustained by the Claimant under the terms of reference:

$ 3300.00

5. Claims relating to personal property, etc.

(a) Location at which property was left by Claimant at date of evacuation:

Store equipment on "said" store.

Remaining property on "said" residence.

(b) Type of premises in which property was left by Claimant and manner in which that property was stored or packed at time of evacuation:

Left in hands of Custodian.

STORE FIXTURES & EQUIPMENTS FOR: CONFECTIONERY & LIGHT LUNCH
707 No. 1 Rd., Steveston, B.C.

1 "National" Cash Register	$150.00
1 "Universal" Electric Cooler (Ice-cream)	~~150.00~~ 300-
1 Kelvinator Electric Cooler (Soft drink)	225.00
2 Milk Shaker Electric Cooler	80.00
1 Electric Burner	10.00
3 Set Pyrex Percolator	10.00
1 Rock Gas Stove & Hot Plate	20.00
3 Counters----Value at	250.00
2 Show Cases	175.00
7 Stools & Booths, Tables	175.00
1 Ice Box "Steel"	75.00
1 Electric Toaster "Automatic"	9.00
1 Round Table	15.00
1 Step-ladder & Wooden Stool	12.00
1 Selmore 1¢ Candy Machine	15.00
1 Electric Clock	35.00
1 Toledo Scale	75.00
7 Chairs "Wooden"	14.00
1 Biscuit Container	20.00
China ware: Glasses, dishes, tea pot, forks, spoons, cups, saucers, shakers, sugar bowls-------	100.00
15 Candy Jars	15.00
2 Serviette Container	5.00
1 "Roll" Paper Holder	5.00
1 Large Mirror	12.00
2 Plate Glass	10.00
20 Soft Drink Cases & Bottles	25.00
1 Office Desk, Files, etc.	45.00
1 "Store" Stove	20.00
Candy Making Machine & Utensils	300.00
	$2,352.00
	150.
	2202-

amend hire 24.45.

(c) In whose care was property left by the Claimant at date of evacuation?

Custodian

Left in hands of Ian Ronald Malcolm.
Radio left in hands of Ray Pendergast.

(d) Itemized and detailed description of the property which is the subject of the claim, and itemized value thereof at the time of sale, loss or destruction:

	Living Quarter	
1	Kitchen Stove "Sawdust" with Hot Water Tank	$100.00
1	Kitchen Table with 5 Chairs & Extra Table	40.00
1	Stove "Heater"	15.00
1	Craig Piano	300.00
1	Electric Sewing Machine (new)	150.00
2	Radio; Phonograph; Records	75.00
	Linoleum "For Floor"	40.00
	Kitchen Wares	50.00
5	Beds-complete with Springs and Mattresses	150.00
1	Dresser	25.00
3	Extra Large Doll	60.00
3	Musical Instrument	45.00
3	Photographs in Frame (priceless)	
	Bedding, Comforts	50.00
6	Buddhist Shrines	150.00
		$1250.00

Rent----------$595.00

(e) Amount of loss alleged to have been sustained by Claimant under the terms of reference:

$4,197.00

6. I desire that my claim be heard at the City of Lethbridge in the Province of Alberta.

7. An Interpreter will ..... be required.

DATED this 20th day of November, A.D. 1947.

M. Ogawa
Witness to Signature of Claimant.

K. Takuno
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

I, Kosaburo Ichino
(Full Name of Claimant)

of Highway Avenue, Picture Butte, Alta. Beetworker
(Present Address) *(Occupation)*

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.

2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.

3. The above Claim is true and correct.

4. I have not received any payment upon the above Claim other than the following:

Not received.

And I make this declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED at Picture Butte
in the Province of Alberta,
this 20th day of November
A.D. 1947.

K. Ichino

Norma D. Smith
A Commissioner for Oaths in and for the Province of Alberta.

VIRTUE & RUSSELL, Barristers, Lethbridge.

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapted 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

Proof of Claim

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

Kosaburo Ichino
(Claimant's Name)

REAL ESTATE
(Other than farm)

04389
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
Store with Residence at rear	7 rooms including store, Residence 2 rooms downstairs 4 rooms upstairs	frame	store and living quarters	40/I26	I9I9	Leased Cost $600.

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Business section of Steveston, B.C.		Store & living quarters 24/60 I Garage & Workshop 20/22 } $2700.	$3300.00

Comments re upkeep of premises:

Buildings kept in good repair and Painted store every year (Rebuilt in 1929 (Burnt Down Previously)

Comments re Appraiser's report not covered above:

attached
1 Land title
Conditional Contract with Ice Cream Co.
1 Lease
Correspondence & statements
from custodian

EXHIBIT No. 466-1
DATE 24 mar 1948
FILED BY
A.S. Whitmore

K. Ichino
Signature

Kosaburo Ichino
(Claimant's Name)

PERSONAL CHATTELS

04389
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
Full list of personal chattels attached to proof of claim					
Store Fixtures	I9I9/I942	new	$2352.00	good	$2352.00
Furniture and Household Goods	I9I9/I942	new	I250.00	good	I250.00
Amount due for rent of the above premises to Ian Ronald Malcolm at $I5.00 per month					595.00
					$4I97.00
					150 -
					# 4047.-
					595.
					# 3452

disallowed

Description of Storage of Goods:

Left in the building and eventually taken over by the custodian

EXHIBIT No. 466-2
DATE 24 mar 1948
FILED BY
ag. Watne

General Statement as to Chattels not Described above:

Additional Comments, if any:

K. Ichino
Signature

EXHIBIT No. 466-3
DATE 24 mar 1948
FILED BY A.G. Wilson

CANADIAN-JAPANESE CLAIMS FOR LOSSES

BRIEF STATEMENT OF EVIDENCE REQUIRED

Each Claimant should be prepared to answer the following questions clearly, carefully and accurately:-

1. Name. Kosaburo Ichino

2. Present residence. Highway Ave., PICTURE BUTTE, Alta.

3. Residence at date of evacuation. 707 No 1 Rd., STEVESTON, B.C.

4. How long had you lived on property from which you were evacuated? 35 years

REAL ESTATE

1. When did you buy property in question?
   1919
2. What price did you pay?
   $600.00
3. What was the exact condition of the property then?
   (a) The land itself. Open lot
   (b) The buildings. None

4. What improvements did you make upon the property in question? Give full particulars with the value of each and give the value of your own work separtely from the money you paid out of your own pocket.

(a) Buildings. 24'x60' - complete cost $2700.00

K. Ichino

(b) Fencing.

(c) Tillage.

(d) Drainage.

(e) Clearing.

(f) Weed eradication.

(g) Planting.

(h)

(i)

5. Have you the assessed value at date of evacuation? If possible bring your assessement notice.

6. What is your age? 64 years

7. Did you make a living on the above property?
Yes

8. Did you make a profit from your work on the above property? If so about how much over and above your living?
About $675.00 above living in 1 year

K. Ishino

9. If you had rented the above property to someone else what annual rental could you have obtained?

$600.00

10. What was the fair market value of this property at the date of your evacuation? $3,300.00 (Chinese merchants offered $3,500. for store.)

11. What was the fair market value of the property at the date when the sale was made by the Custodian?

$3,300.00 – (Actual Cost)

12. Do you know of any sales of adjoining or close-by property which were made shortly before evacuation? If so, give particulars.

No

13. Did you carry any Fire Insurance on your property? If so, give particulars and try to produce any policies of yours or documents of that kind.

Yes

14. At what price did the Custodian sell your property?

$1923.95

15. Did you receive a cheque and if so, for how much?

$1923.95

16. What did you do with the cheque?

Unused

17. What actual loss do you consider you suffered by sale of your property?

less 3300.
1923.95
1376.05

18. Bring in any correspondence you have had with Custodian.

K. Sakuno

PERSONAL PROPERTY

1. You have already given a list of the articles in respect to which you are making a claim so you need not repeat this but be sure you are familiar with it.

2. Was this property taken over by the Custodian?
Yes

3. What became of the property?
Sold by Custodian

4. Where was the property actually left when you were evacuated?
Left in living quarter.

5. If it was left in charge of anyone give the name and circumstances.

In charge of Mr. Ronny Malcolm - time of evacuation.

6. Was this property covered by Fire Insurance? If so, try to produce Fire Policy and any other documents which would show the value.
Yes

7. Did you receive a cheque from the Custodian?
Yes

8. For how much?
$1923.95

9. What did you do with the cheque?
Unused

10. Any correspondence? If so, produce it.

K. Sakuma

GENERAL INFORMATION

Give name and address of any persons who can corroborate your evidence as to ownership, value and loss. Opposite the name of each witness show briefly what evidence the witness is wxpected to give.

1. Name.

2. Address.

3. Evidence expected.

1. Name.

2. Address.

3. Evidence expected.

K. Ichiño

If there are any special facts applying to your case please state them clearly.

LETTERS AND DOCUMENTS

If you have any Agreements for Sale, Transfers, Titles, Insurance Policies, Leases, letters or other writings of any kind shedding any light on any of the above matters, please be sure to bring them in with you and give a list of them below.

EXHIBIT No. 466 - 4
DATE 24 mar 1948
FILED BY
ag. White.

LIST OF CHATTELS SOLD TO MR. PFITZENMAIER
under BILL OF SALE, dated Nov.27/44:

1	only	"National" Cash Register
1	"	"Kelvinator" Electric Cooler
1	"	"Universal" Cooler
1	"	Ice Cream Mixer
1	"	Electric Double Plate Stove
1	"	Rock Gas (tanks) & Stove with hot plate
2	"	Counters
1	"	Small Showcase
7	"	Stools
1	"	Ice Box (Steel)
1	"	Step Ladder
1	"	Wooden Stool
1	"	Electric Clock
1	"	(3 lb. limit) Toledo Scale
2	"	only wooden Chairs
1	"	Biscuit Container and 1 Rack
1	"	Stove (in store)
		Glassware
		Tea Pots and Crockery
5	"	Candy Jars
2	"	Serviette Containers
1	"	Roll Paper Holder
2	"	Plate Glass (in show window)
1	"	Office Desk (in Back Room)
2	"	Office Files
1	"	Stove
5	"	Chairs
1	"	Table
1	"	Electric Toaster
1	"	Round Table

$644.25 ?

Phones: Douglas 36 and 37

Arctic Ice Cream

Manufactured by Port O'Van Ice Cream, Ltd.

1166 Hornby Street
Vancouver, B. C.

EXHIBIT No. 466 - 5
DATE 24 mar 1948
FILED BY A.G. Wilson

CONDITIONAL BILL OF SALE

"Conditional Sales Act"

THESE PRESENTS WITNESS:

That ARCTIC ICE CREAM & DAIRY COMPANY LIMITED of 1166 Hornby Street, Vancouver, British Columbia, hereinafter called the Seller, has delivered to ~~Kosabura~~ Inchino of 707 No.1 Road, Steveston, Province of British Columbia, hereinafter called the Buyer, the goods hereinafter described, under a Contract of Conditional Sale, the terms and conditions of which Contract of Conditional Sale are as follows, to wit:

1. Said goods are now and shall remain the absolute property of the Seller until after the full and complete payment of the purchase price therefor, which purchase price is $300.00, payable in the manner following, that is to say:

> The sum of $100.00 on the Fifteenth day of January A.D.1941, and the balance of $200.00 to be paid as follows:- the sum of $10.00 on the 1st day of February A.D.1941, and the sum of $10.00 on the 1st days of each and every month thereafter until the balance of the $200.00 has been fully paid and satisfied.

2. On full payment of the said amount of $300.00, the title of the said goods shall vest in the Buyer, subject to the conditions herein contained.

3. All the said goods shall be at the risk of the Buyer, and any loss or damage shall be borne by the Buyer, but without affecting the liability of the Buyer to pay the aforesaid sum in the manner aforesaid.

4. The said goods are described as follows:

One (1) Only Trey Universal Four Hole Single Row Portable Electric Ice Cream Cabinet, Model No.L-475; Compressor No.34359; Motor No.C-58222.

5. In case default shall be made in payment as provided, or should the Buyer fail to observe and perform all the terms, covenants and conditions hereinafter contained, or should the Buyer default in his rent, or fail to keep the said goods insured in favor of the Seller, or do or fail to do anything which is prejudicial to the Seller, then the Seller may upon giving notice to the Buyer in that behalf demand payment of the balance of the purchase price forthwith, and the Seller shall be empowered in default of immediate payment to take possession of the said goods with or without process of law, and to sell the same by public or private auction, the Buyer covenanting and agreeing to pay any deficiency including all costs and expenses of seizure and sale forthwith thereafter.

6. Payment in full of the hereinbefore mentioned purchase price is a condition precedent to the sale and transfer to the Buyer of the above described goods.

IN WITNESS WHEREOF the Corporate Seal of Arctic Ice Cream & Dairy Company Limited has been hereunto affixed in the presence of its proper officers duly authorized, and the Buyer has hereunto affixed his hand and seal this 14th day of January A.D.1941.

THE CORPORATE SEAL OF ARCTIC ICE CREAM & DAIRY COMPANY LIMITED was hereunto affixed in the presence of:

R. F. Bassett

SIGNED SEALED & DELIVERED in the presence of:

Earl A. Young

ARCTIC ICE CREAM & DAIRY CO. LTD.

A A Young

Kenzo Ichino

ARTIC ICE-CREAM
CO.

Form 550 (1039)
PRINTED IN CANADA

SHOP AT 742 Granville St 1-22nd 19 41

Miss Aiko Ichino

P.O. Box 520 Steveston, B.C.

BOUGHT OF

SINGER SEWING MACHINE COMPANY

No.

1	15-91-40 Wal. #JB374777			
1	Stool J.015463.			186 00
				10 00
				196 00
	EXHIBIT No. 466-6			
	DATE 24 mar 1948			
	FILED BY ag. Virtue.			
Less		10 00		
				186 00
Cash discount		27 90		
				158 10
Cash paid		83 10		
Bal due				75 00
Bal. Paid in full				

Jan 23
1942

Jan

Jan

Jan 29

y y y

Electric Sewing
Machine
No. JB374777
1 Stool No. JO15463
1 Shirley Temple Doll
30" tall
1 Electric Iron.
1 Pinking Machine

COULTHARD, SUTHERLAND & CO.LTD.,
Estate and Insurance Agents
Car Financing

609 Columbia Street,
New Westminster, B.C.

"R.P.4"

April 27, 1944.

Catalogue #808.
Fiel: 4995

466 - 7

EXHIBIT No. 24 Mar 1948
DATE
FILED BY J.W.G. Hunter

Office of the Custodian,
Royal Bank Building,
VANCOUVER, B.C.

APPRAISAL

RE: N½ of Lot 6, Block 2, Section 10, B3N/7W, Map 249, Steveston Townsite.

Dear Sir:

This is a one storey frame building 22' x 42' with a store front located at 707 No.1 Road and is rented to Mr. Hamilton for $15.00 per month and water. The exterior is grey siding and the roof is poor. There is a lean-to at the back (18' x 22'). The interior is "V" joint, floors are good but uneven due to poor foundation. The rear portion is a two storey seven roomed living quarters with city light and water and sink and toilet. Heated by stoves. There is an old garage at the back. This is a very old building in a fair business location. The construction is cheap. The lot is 22' x 114'".

VALUATION:

Buildings.....	$818.00
Lot.....	125.00
	$943.00

Yours very truly,

COULTHARD, SUTHERLAND & CO.LTD.

"F.H. Coulthard."

F.H. Coulthard.

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

April 26, 1948 D McLaurin

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 4995. EXHIBIT No.

NAME ICHINO, Mr. Kosaburo REG. No. 04389

DATE
DECLARATION 17/4/42.
EVACUATION 22/4/42.

INVENTORY
TAKEN BY
DATE Appraised Value.

			DETAILS OF CLAIM		SALES: AUCTION	SALES: TENDER &c	Shipped	DECL. NOT FOUND
1"National" cash register		60.00	1"National" Cash Register	150.00		X		
1"Universal" cooler			1"Universal" Electric Cooler (Ice-cream)	~~450.00~~ 300.00		X		
1"Kelvinator"electric cooler		200.00 75.00	1 Kelvinator Electric Cooler (Soft-drink)	225.00		X		
1 ice-cream mixer			2 Milk Shaker Electric Cooler	80.00		X (1)		
1 electric "Double" hot plate & Pyrex drip (percolator 2)		40.00	1 Electric Burner	10.00		X		
		10.00	3 Set Pyrex Percolator	10.00				
1 rock gas (tanks 2) & stove.		15.00	1 Rock Gas Stove & Hot Plate	20.00				
3 counters	(2)	4.00	3 Counters -----Value at	250.00		X (2)		
1 show case	(1)	8.50	2 Show cases	175.00		X		
1 small show case	(7)	N.V	7 Stools & Booths, Tables	175.00		Table		
7 stools		40.00	1 Ice Box "Steel"	75.00		X		
1 ice box (steel)		5.00	1 Electric Toaster"Automatic"	9.00		X		
1 electric toaster		1.50	1 Round Table	15.00		X		
1 round table		1.25	1 Step-ladder & Wooden Stool	12.00		X		
1 step ladder "steel"			1 Selmore 1¢ Candy Machine	15.00				
1 wooden stool		15.00	1 Electric Clock	35.00		X		
1 Selmor 1¢ machine		12.00	1 Toledo Scale	75.00		X		
		3.50	7 Chairs "Wooden"	14.00		X		
1 electric clock		4.00	1 Biscuit Container	20.00		X		
18 glasses, 25 ice-cream dishes,15 milk shake glasses.			Chinaware: Glasses, dishes, tea pot, forks, spoons,cups, saucers, shakers, sugar bowls --	100.00		X		
18 tea pots, 46 cups, 107 saucers	(5)	25.00 4.00	15 Candy Jars	15.00		X (5)		
2 serviette containers		2.00	2 Serviette Container	5.00		X		
15 glass candy jars		1.50	1 "Roll" Paper Holder	5.00		X		
1 3lb.(Limit) tol-edo scale			1 Large Mirror	12.00				
		1.00	2 Plate Glass	10.00		X		
2 wooden chairs			20 Soft Drink Cases & Bottles	25.00				X (9)
1 roll paper holder		8.00	1 Office Desk, Files, etc.	45.00		X		
1 biscuit container (wooden)			1 "Store" Stove	20.00		X		
1 desk (in back room)			Candy Making Machine & Utensils	300.00				
1 table " " "								
1 kitchen stove			Living Quarter:					
10 chairs			1 Kitchen Stove "Sawdust" with Hot Water Tank	100.00				
2 office file								
forks and spoons		3.50	1 Kitchen Table with 5 Chairs & Extra Table	40.00		X		
1 stove (in store)								
1 stove (in back room)		8.00	1 Stove "Heater"	15.00		X		
2 cs. "Stubby"			1 Craig Piano	300.00	130.00			
5 cs. "Coca Cola"			1 Electric Sewing Machine (new)	150.00				
2 cs. "Mission Orange"			2 Radio; Phonograph; Records	75.00		X		
6 sugar jars			Linoleum "For Floor"	40.00		X		
			Kitchen Wares	50.00		X		
			5 Beds-complete with Springs & Mattresses	150.00		X (4)		
			1 Dresser	25.00	3.00			
			3 Extra Large Doll	60.00	19.35			
			3 Musical Instrument	45.00				
			3 Photographs in Frame (priceless)					
			Bedding, Comforts	50.00				
			6 Buddhist Shrines	150.00			X (1)	
			Rent ----	~~595.00~~	~~disall'd~~			
				4,197.00				
			Articles marked "X" sold after appraisal			644.25 (appraised at 5 sold at)		
			F	3.75				
			M	3.10				
			K	1.75				
					160.95	644.25		

95.

389

EXHIBIT No.

CASE No.

VENUE

LES TENDER &c	~~XSOXD XWXBX XSAXHRX.~~ Shipped	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	Appraised ~~XNSXX~~ No Value	Missing During Malcolm Tenancy	REMARKS
X								
X								
X								
X (1)			40.00					
X								)Poss. incl. with burner when appraised & sold
			X (1)		X (2)			) with same. 2 only declared.
					X			See Ref.#1 Appraised at $15.00
X (2)							X (1)	
X								Small-broken. See Ref.#2
Table						X		All stools broken-no value. See Ref.#2
X								
X								
X								
X								
							X	
X								
X								
X								
X								
X								
X (5)							X (10)	
X								
X								
X			X					
X								
X								
X								
X								
X								
		X (9)	X (11)					Turned over to tenant Malcolm. See Ref.R.P.2.
X								
X								
			X					
							X	
X							X (5)	chairs
X								
					not declared until 1945 see Ex. Ex 12.			
X								Declared 12/1/45
X								" "
X								" "
					X			
X (4)								" "
						X (1)		
					X			
X (1)			X (5)					Ref.#4 - Bill of Lading
								Outside terms of reference
644.25 (appraised at 544.25 sold at)								See Ref.#3 - Bill of Sale - Items appraised at $544.25 27 Nov. 44 sold for $644.25

EXHIBIT No. 466-8
DATE 24 mar 1948
FILED BY J. W. G. Hunter

644.25

FORM "JP"

FILE No. 4995

STEVESTON BRANCH

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: ICHINO, Kosaburo

HOME ADDRESS: Box 520, #1 Rd., 707, Steveston, B.C.

REGISTRATION NUMBER 04389 SEX: Male AGE: 59

OCCUPATION: Storekeeper

(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: KIMI (DECEASED)

ADDRESS OF WIFE OR HUSBAND:

NAMES OF ANY LIVING CHILDREN: "1071" MOMOTARO (M), "4877" KENZO (M), "4477" AIKO (F), "1079" KUMO (M), "6079" NAMIKO (F)

ADDRESS OF CHILDREN: Same address

AGE OF CHILDREN: 28, 27, 23, 21 and 18 yrs.

466 - 9

EXHIBIT No.

24 Mar 1948

DATE

FILED J.W.G. Hunter

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

1. LOCATION AND DESCRIPTION: The north half of lot 6, block 2 of sec. 10, block 3, north range 7 west, Map 249, municipality of Richmond, in the District of N.W.; located at #1 Rd. 707, Steveston, B.C.

   Certificate of title #27614 E

2. BUILDINGS AND OTHER IMPROVEMENTS:

   Store combined dwelling house (1 room in store, and 8 rooms dwelling quarters)

3. INSURANCE (Give particulars; state where policies are) (1) Agent: Mr. Wilson, 325 Howe St., Vancouver Branch, number unknown, Household & fixtures $1,500.

   policy in own possession

4. TAXES (Amount and where payable) $19.89 per yr. paid for 1941, payable Town Hall, Richmond, Brigehouse, B.C.

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

   None

6. OCCUPANCY AND LEASES (If vacant so state)

   Has leased store and dwelling to IAN RONALD MALCOLM, Steveston Hotel; upon evacuation $15.00 per month, Lessee to assume taxes & other rates for the duration of the war.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In own possession

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

9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: None

2. LANDLORD'S NAME AND ADDRESS: None

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Goods at 707 No.1 Rd Steveston. See list attached. The new tenant Mr. I.R.MALCOLM will be using the stock in trade and fixtures.

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: Parsons & Brown, Vancouver Branch, $1,500 bldg., $500 fixtures, number unknown, in own possession

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

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

8. BANK ACCOUNTS: Royal Bank Steveston Branch, Acc.# 123. $500

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: ~~Royal Bank, Steveston Branch~~

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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

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

Dated this 17th day of April 194 2

(Signature) "Kosaburo Ichino"

"A.G.McArthur"
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.

April 26/48

ICHINO KOSABURO #04389

Box 520, #1 Rd., 707 Steveston, B.C.

Stock in trade and fixtures

1 "National" cash register
1 "Universal" cooler
1 "Kelvinator electric cooler
1 ice-cream mixer
1 electric "Double" hot plate and Pyrex drip (percolator 2)
1 rock gas (tanks 2) and stove
3 counters
1 show case
1 small show case
7 stools "5 broken"
1 ice box (steel)
1 electric toaster
1 round table
1 step ladder "steel"
1 wooden stool
1 Selmor 1¢ machine
1 electric clock
18 glasses, 25 ice-cream dishes, 15 milk shake glasses
18 tea pots, 46 cups, 107 saucers
2 serviette containers
15 glass candy jars "41 cups"
1 3 lb. (Limit) tol-edo scale
2 wooden chairs
1 roll paper holder
1 biscuit container (wooden)
1 desk (in back room)
1 table (" " ")
1 kitchen stove
10 chairs
2 office file
forks and spoons
1 stove (in store)
1 stove (in back room)
~~2 os. "Stubby"~~)"Turned over
~~5 os. "Coca Cola"~~)to tenant
~~2 os. "Mission Orange"~~)(Mather report 8/5/42)"
6 sugar jars

THIS INDENTURE

Made in duplicate the Sixth day of April, in the year of Our Lord one thousand nine hundred and forty two.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

KOSABURO ICHINO, of the Townsite of Steveston, in the Province of British Columbia, Merchant.

hereinafter called the "Lessor" of the First Part:

And

IAN RONALD MALCOLM, of the Townsite of Steveston, in the Province of British Columbia, Fisherman.

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, All and Singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of Richmond, in the Province of British Columbia and more particularly known and described as:

The North Half of Lot Six (6) BLOCK TWO (2) of Section Ten (10) Block Three (3) North Range Seven (7) West, Map Two Hundred and Forty-nine (249) in the District of New Westminster.

466 - 10
EXHIBIT No.
DATE 24 Mar 1948
FILED BY J.W.G. Hunter

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining. Together with Furniture and Fixtures according to Inventory attached and which is hereby made part of this agreement.

From the 20th day of APRIL one thousand nine hundred and forty two. for the term of the duration of the war with Japan.

Yielding during the said term therefor the rent of Fifteen ($15.00) ---- Dollars per Month ---------- of lawful money of Canada, payable on the following days and times that is to say:

The sum of Fifteen Dollars($15.00) on the First day of each and every month on occupying the premises after the evacuation of the Lessor from Steveston, said sum of Fifteen Dollars ($15.00) to be deposited to the credit of the Lessor in the Royal Bank of Canada at Steveston, B.C.

It is also understood and agreed that the Lessee shall purchase such Stock which may be left in the Store of the Lessor at a price to be agfeed upon.

the first payment to be made on the day of , 194

That the said Less covenants with the said Lessor to pay rent; and to pay taxes; and to pay rates for water, electric light, gas and telephone.

And to repair; and to keep up fences; and not to cut down timber;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

1 only "National" Cash Register
1 " "Universal" Cooler
1 " "Kelvinator" Electric Cooler
1 " Ice-Cream Mixer
1 " Electric "Double" Hot
Plate & Pyrex Drip (Percolators 2)
1 Rock Gas (Tanks) & Stove with hot plate
3 Counters
1 " Show Case (2 x 6)
7 " Stools (Wooden) (5 broken)
1 " Ice Box (Steel)
1 " Electric Toaster
1 " Round table
1 " Step ladder
1 " Wooden stool
1 " "Selmor" 1¢ machine
1 " Electric Clock
1 " (3 lb limit) Tol-Edo Scale Plate Broken
2 " Chairs (wooden)
1 " Biscuit (Container or rack)
1 " Stove (in store)
18 Glasses, 25 ice-cream dishes
15 milk shake glasses, forks & spoons (9)
18 Tea pots, 46 cups, 107 saucers (41 cups)
15 Candy Jars
2 " Serviette Containers
1 " Roll paper holder
2 " Plate Glass (in show window)
2 ca Stubby bottles)
5 " Coca Cola ") 9 cases
2 " Mission Orange bottles)
6 only"sugar" jars
1 " Office desk (in back room)
5 " Chairs "
2 " Office Files "
1 " Stove (in back room)
1 Piano " (Craig) " (Constable Brue)
(X) 1 Kitchen Stove with hot water tank"
1 Kitchen table with 5 chairs in back room
1 table "

(X) This stove taken by Mr. Malcolm.

"K. Ichino"

"R. Malcolm"

The above taken over by ~~Percy R. Hobbs~~ as at 14 May 1943
Mrs.F.M.Hamilton (Florence M. Hamilton)

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

April 28, 1948 M. McDonald

And will not assign without leave; and will not sublet without leave.

And that he will leave premises in good repair;

And that he will not carry on any business that shall be deemed a nuisance on the premises.

Proviso for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.
Proviso for re-entry on seizure or forfeiture of the said term.

The said Lessor covenants with the said Lessee for quiet enjoyment.

Proviso for re-entry on the return of the lessor to the Town of Steveston on giving One calendar months (30 days) notice to the Lessee.

And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessorr, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

And it is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Wherever the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

In Witness Whereof the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered in the presence of)

Signature of Witness "Thomas C.King") "Kosaburo Ichino" "Seal"

Street Address 78 Georgia Street,)

City or Town Steveston, B.C.)

Occupation A Commissioner etc.) "Ian R. Malcolm" "Seal"

"SEAL")

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

April 28, 1948 I. R. Malcolm

Dated April 6th 19 42

KOSABURO ICHINO

-TO-

IAN RONALD MALCOLM

Statutory Lease

Short Form

Thos. C. King
78 Georgia St. - Phone 138
Steveston, B.C.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA
The Custodian of Japanese Evacuee Property
Vancouver Office

Receipt NO. 10530

466-11

Date 13th Oct 1944

Received from J.A. Pfitzenmaier, 3350 W. 46th Ave., Vancouver
the sum of Sixty five 00/100 ---------- Dollars
~~Cash~~ Cheque ~~Money Order~~

re: Properties Suspense Account Reqn.No..... File No. 4995

Deposit re purchase price of Equipment only Cat. No. 808
707 No. 1 Road Richmond

$ 65.00/00

"C. H. Reed" Cashier

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

April 28, 1948

M. Marshall

October 10, 1944.

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

Dear Sirs:

Re: Catalogue No. 808
707 No. 1 Rd., Richmond

With reference to our offer of recent date for the purchase of the above property for the sum of $950.00 subject to the purchase of the equipment therein, I hereby offer $644.25 for the equipment. Would you kindly confirm this at the earliest possible moment. Attached you will find my cheque for $65.00 as deposit.

"not certified"

The property is to be registered in the name of Joseph Anthony Pfitzenmaier, Restaurateur, 3350 West 6th Avenue, Vancouver, B. C., British Subject.

Yours truly,

"J. A. Pfitzenmaier"

466 - 11
EXHIBIT No.
24 Mar 1948
DATE
FILED BY
J.W.G. Hunter

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

April 24, 1948

M. A. Sinclair

Exc. to 466-11

EQUIPMENT at CAFE at 707 No. 1 Road,
Steveston, B. C.

Kasaburo ICHINO — File No. 4995

1 - only "National" Cash Register
1 - only "Kelvinator" Electric Cooler
1 - only "Universal Cooler
1 - only Ice Cream Mixer
1 - only Electric Double Hot Plate & Pyrex Drip (percolators 2)
1 - only Rock Gas (tanks) & stove with hot plate
1 - only Show Case (2 x 6)
3 - only Counters
1 - only Small Show Case
7 - only Stools (Wooden) (5 Broken)
1 - only Ice Box (Steel)
1 - only Step Ladder
1 - only Wooden Stool
1 - only Selmor 1¢ Machine
1 - only Electric Clock
1 - only (3 lb. limit) Toledo Scale
2 - only Chairs (Wooden)
1 - only Biscuit Container and 1 rack
1 - only Stove in store
18- only Glasses, 25 Ice Cream Dishes, 15 Milk Shake Glasses
Forks & Spoons (9).
18-only Tea Pots, 46 Cups, 107 Saucers (41 cups)
15 - only Candy Jars
2 - only Serviette Containers
1 - only Roll Paper Holder
2 - only Plate Glass (in show window)
6 - only Sugar Jars
1 - only Office Desk (in Back Room)
5 - only Chairs " " "
2 - only Office Files " " "
1 - only Stove " " "
1 - only Kitchen Table with 5 chairs in Back Room
1 - only Table
1 - only Electric Toaster
1 - only Round Table

- - - - - - - - - - - - -

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

April 28, 1948 M Marstall

THIS INDENTURE, made in triplicate, the 27th day of November in the year of our Lord one thousand nine hundred and forty-four.

BETWEEN:

THE HONOURABLE THE SECRETARY OF STATE OF CANADA ACTING IN HIS CAPACITY AS CUSTODIAN UNDER THE REVISED REGULATIONS RESPECTING TRADING WITH THE ENEMY (1943)

(Hereinafter called the "GRANTOR")

OF THE ONE PART:

AND:

JOSEPH ANTHONY PFITZENMAIER, Machinist, of the City of Vancouver, in the Province of British Columbia

(Hereinafter called the "GRANTEE")

OF THE OTHER PART:

WHEREAS KOSABURO ICHINO, Police Registration No. 04389, was formerly a store keeper in the town of Steveston, in the Province of British Columbia;

AND WHEREAS the said KOSABURO ICHINO, a person of the Japanese race, was required to leave the protected area in the Province of British Columbia by order of the Minister of Justice pursuant to the provisions of the Defence of Canada Regulations (Consolidation) 1941;

AND WHEREAS the Grantor under and by virtue of Order in Council Number P.C. 1665 of 1942 and amendments thereto and of the applicable provisions of the Revised Regulations Respecting Trading With The Enemy (1943) is vested with all the right, title and interest of the said KOSABURO ICHINO in the goods and chattels hereinafter described and enumerated, and hath contracted and agreed with the said Joseph Anthony Pfitzenmaier for the sale of the interest of the said KOSABURO ICHINO in the said goods and chattels for the sum of Six Hundred Forty-Four Dollars and Twenty-Five Cents ($644.25), such sale to be executed by a Bill of Sale to the Grantee herein;

WITNESSETH that in consideration of the premises and of the said sum of Six Hundred Forty-Four Dollars and Twenty-Five Cents ($644.25) of lawful money of Canada paid by the Grantee to the Grantor at or before the sealing or delivery of these presents (the receipt whereof is hereby acknowledged) the Grantor hath bargained, sold, assigned, transferred and set over and by these presents doth bargain, sell, assign, transfer and set over unto the Grantee, his

respective executors, administrators and assigns, all those goods and chattels hereinafter set forth, described and enumerated as follows:

1	only "National" Cash Register
1	only "Kelvinator" Electric Cooler
1	only "Universal" Cooler
1	only Ice Cream Mixer
1	only Electric Double Plate Stove
1	only Rock Gas (tanks) & Stove with hot plate
2	only Counters
1	only Small Showcase
7	only Stools
1	only Ice Box (Steel)
1	only Step Ladder
1	only Wooden Stool
1	only Electric Clock
1	only (3 lb. limit) Toledo Scale
2	only wooden Chairs
1	only Biscuit Container and 1 Rack
1	only Stove (in store)
	Glassware
	Tea Pots and Crockery
5	only Candy Jars
2	only Serviette Containers
1	only Roll Paper Holder
2	only Plate Glass (in show window)
1	only Office Desk (in Back Room)
2	only Office Files
1	only Stove
5	only Chairs
1	only Table
1	only Electric Toaster
1	only Round Table

all of which goods and chattels are now in the possession of the Grantee and are situate, lying and being at 707 No. 1 Road, in the Town of Steveston, in the Province of British Columbia, and all the right, title and interest, property claim and demand whatsoever both at law and in equity or otherwise howsoever of me the Grantor of, in, to and out of the same and every part thereof

TO HAVE AND TO HOLD the said hereinbefore assigned goods, chattels and effects and all of them and every part thereof, with the appurtenances thereto, and all the right, title and interest of the said Grantor thereto, and therein, as aforesaid, unto and to the use of the said Grantee to and for his sole and only use forever;

PROVIDED that any covenants express or implied on the part of the Grantor are excluded.

The Grantor does not guarantee or warrant and has not made any representation whatsoever to the Grantee as to the quantity, quality, character and condition of the said goods and chattels and the Grantee acknowledges that

he has purchased the said goods and chattels after personal inspection thereof and his own investigation without any representation or warranty whatsoever of the Grantor:

AND the Grantee further acknowledges that he has received and accepted delivery of all of the said goods and chattels from the Grantor.

IN WITNESS WHEREOF the said Grantor acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943) has executed these presents by his Assistant Deputy and the Grantee has hereunto set his hand and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED)
(
in the presence of:)
"F. Carroll (
Dept.Secretary of State) "A.H. Mathieu"
Ottawa (Assistant Deputy Custodian
Secretary")
as to signature of Assistant (
Deputy Custodian) Grantee
(
)
as to signature of Grantee (
"Geo Peters) "J. A. Pfitzenmaier
675 W. Hastings (
Vancouver B.C.)

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the Witness "F. Carroll"

SWORN before me this 28th day of November, A.D. 1944.

"SEAL"

"G. A.Beckett"
A Notary Public in and for the
Province of Ontario

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

April 26, 1948 D. Mulanstee

AFFIDAVIT OF WITNESS

PROVINCE OF ONTARIO)
(I, Florence Carroll
TO WIT:) of the City of Ottawa, in the Province of Ontario,
MAKE OATH AND SAY AS FOLLOWS:

1. That the paper-writing hereunto annexed, and marked "A" is the Bill of Sale and every schedule or inventory thereto annexed, ot therein referred to, and every attestation of the execution thereof, as made and given and executed by Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943)

2. That the said Bill of Sale was made and given by the said Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada on the 27th day of November, 1944.

3. That I was present and did see the said Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said 27th day of November, 1944.

4. That the said Albert Honore Mathieu at the time of making and giving the said Bill of Sale, resided and still resides at 15 Arthur St.
in the City of Ottawa, in the Province of Ontario and then was and still is the Assistant Deputy of the Secretary of State of Canada.

5. That the name "F. Carroll" set and subscribed as the witness attesting the due execution thereof is of the proper handwriting of me, this deponent, and that I reside at 24 Woodlawn Ave.
and am a Secretary

Subscribed to and sworn before me, this)
(28th day of November , 1944,)
(at the City of Ottawa, in the Province)
(of Ontario.) "F. Carroll"
( )
("G. E. Beckett")
"SEAL" _____)
A Notary Public in and for the Province (
of Ontario.)

BRITISH COLUMBIA)
(
TO WIT:)

Affidavit of Bona Fides

"Bills of Sale Act"

I, Joseph Anthony Pfitzenmaier, Machinist, of the City of Vancouver, in the Province of British Columbia, the Grantee in the foregoing Bill of Sale, make oath and say:-

1. That the Assignment therein made is bona fide for valuable consideration, namely the consideration of the sum of Six Hundred Forty-Four Dollars and Twenty-Five Cents ($644.25) and that the consideration is duly set forth in the said Bill of Sale; and it is not for the purpose of enabling the Grantee to hold the goods and chattels mentioned therein as against the creditors of the Grantor, The Honourable the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943); and that said Bill of Sale is not given for the purpose of protecting the goods and chattels mentioned therein against the creditors of the Grantor or of preventing such creditors from obtaining payment of any claim against the said Grantor.

SWORN before me at the City of)
(
Vancouver, in the Province of)
(
British Columbia, this 23rd)
(
day of November A.D.1944.)
("J. A. Pfitzenmaier
)
? (
"SEAL" A Notary Public in and for the)
Province of British Columbia (
)

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

April 27, 1948

DATED November 27th 1944

THE HONOURABLE THE SECRETARY OF STATE OF CANADA ACTING IN HIS CAPACITY AS CUSTODIAN UNDER THE REVISED REGULATIONS RESPECTING TRADING WITH THE ENEMY (1943)

AND

JOSEPH ANTHONY PFITZENMAIER

BILL OF SALE

RE: Kosaburo ICHINO

"Approved as to form"

"Illegible"

Jan. 12th/45
Picture Butte
Alta.

Dear Sir:-

With reference to your letter. I have received the your letter & Japanese letter return to us. I have write in English. Would you kindly send us the article below. Location is back of the adjoining the store & upstair and shed. Please send by C.O.D. on through B.C.S.C. and oblige -

bed
bed - comforter
Electric sewing machine
dry biscuit pattern or type
iron & wood type
Buddhist Shrine
Piano
Pact goods everything
1 heavy Japanese boiler cast iron
all size
Small heater
Phonograph records & pick up & radio.
Mother's picture in frame.
Cooler

466 - 12
EXHIBIT No.
24 Mar 1948
DATE
FILED BY
J.W.G.Hunter

Yours truly

"K. Ichino

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

April 27, 1948

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE NO. 4995

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

January 23, 1948.

EXHIBIT No. 466-13
DATE 24 mar 1948
FILED BY a.g. Rutherford

Messrs. Virtue & Russell,
Barristers, Solicitors & Notaries,
McFarland Building,
Lethbridge, Alberta.

Dear Sirs:

Re: Kosaburo ICHINO, Registration No. 04389.
Your File No. 3212.

Replying to your letter of January 21, 1948, we have endeavoured to trace the picture of Mr. Ichino's mother and are unable to find any specific mention of it in our records. It was not specifically declared by Ichino nor noted in the list of goods removed from his house to the Custodian warehouse in October, 1943, unless contained in "box, one picture and trays" or "two framed pictures" (subject not stated).

Also, no record can be found of the article described as "Dry Biscuit Pattern or Type - Iron and Wood Type" and we are at a disadvantage in not being informed of the size or appearance of either of these items.

No mention was made of this photograph or the Dry Biscuit Pattern until they were requested by Mr. Ichino on January 12, 1945, when this office replied that the pattern could not be traced and that the picture had been placed in storage. This reference to the picture was made on the assumption that it would be among Ichino's goods as described above, although this particular photograph had not been located. In packing these goods for storage our records show that three pictures were included in odd lots sold by auction and that personal photographs and papers were set aside for storage.

For your information, despite every effort to protect goods in the warehouse, this building was broken into on more than one occassion and the contents of boxes disturbed in such a manner that identification, particularly of such things as pictures, has been difficult, if not impossible. After sale of household goods by auction, the personal goods were removed to the Buddhist Temple at Steveston which was completely boarded up but, not withstanding this precaution, further depredations took place and finally, with the assistance of officers of the Buddhist Church, forty-four boxes of personal goods were salvaged and brought to Vancouver for storage.

Messrs. Virtue & Russell January 23, 1948.

Various methods of providing accessibility to these goods at location centers, for the Japanese to select their own pictures and personal belongings, has been considered but no satisfactory scheme devised. In the meantime, these goods remain in storage for such disposition as can be eventually arranged. From this it will be obvious to you that even if the photograph of Mr. Ichino's mother is among the goods salvaged, it would be an extremely tedious matter to find it and unless it has been clearly named, identification by our office would be impossible. For your information, Mr. Ichino evacuated to Picture Butte, Alberta, where he was free to take all of his own belongings.

Yours truly,

J. Cuming,

AGM/AC Office of the Custodian.