Name of Claimant MOTOSUNE, Torazo Case 506

Custodian File 3873

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		Sale Price	Total Award 125% of all Sale Prices:		
						% of Total	Amount		% of Total	Amount	
					380.00		194.21				194.21

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	
3599.85	1085.15	325.54				996.45	119.57	445.11

TOTAL RECOMMENDATION 639.32

CASE NO: 506.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,

April 5th, 1948.

IN THE MATTER OF THE CLAIM OF

TORAZO MOTOTSUNE.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 506.

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,
April 5th, 1948.

IN THE MATTER OF THE CLAIM OF

TORAZO MOTOTSUNE.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

A. WATSON, Esq.,	Secretary.
G.N.R. UPTON, Esq.,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

TORAZO MOTOTSUNE, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q Mr. Mototsune, I believe you were a boat builder by occupation? A: Yes.

Q How many years did you carry on that occupation in Canada? A: A little short of 20 years.

Q Now besides the premises where you carried on your boat building, you had a piece of land near New Westminster containing 14.34 acres?

A Yes.

Q Is this statement in writing, prepared by you with the help of your Interpreter, a statement covering that 14 and a fraction acres of land?

A Yes.

Q Is that a true statement? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. VIRTUE: My lord, I have asked my learned friend to admit that we have an agreement for sale covering t this property dated August 20th, 1940, for a total purchase price of $500.00, and that the deed pursuant to that agreement for sale is dated the blank day of August, 1941, for the same purchase price.

THE COMMISSIONER: Yes, but I presume he went into possepsion under his agreement for sale, did he?

MR. VIRTUE: Yes.

THE COMMISSIONER: So your date of purchase should be August, 1940, and not 1941?

MR. VIRTUE: That is right, sir.

THE COMMISSIONER: Change it in the exhibit.

MR. VIRTUE: I won't bother putting the agreement in, sir.

THE COMMISSIONER: No, there is no need to.

MR. VIRTUE: Q: Now, after you bought this land in 1940, you cleared the bush land on it amounting to an acre and a quarter? A: Yes.

Q And you have put the cost of that clearing in at $350.00, is that a fair price?

A Yes.

Q It was rough bush land when you bought it?

A Yes.

Q Now, I show you a statement covering your personal property. Wasthat prepared by you with the help of your Interpreter? A: Yes.

Q Is that a true statement? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 2).

Q Now I show you what we call a "brief statement of evidence required" covering both your land and your personal property and it contains at the back a detailed list of all your personal property. Was that prepared by you also with the help of your Interpreter? A: Yes.

Q Is that a true statement?

A Yes.

MR. VIRTUE: I offer that as the next exhibit. That just contains a copy of the information you already have, Mr. Hunter.

(STATEMENT MARKED EXHIBIT NO. 3).

THE COMMISSIONER: Mr. Virtue, I notice that your

Exhibit 2 refers to a full list of goods attached to the proof of claim, but there is nothing attached to the proof of claim.

MR. VIRTUE: The list is attached, sir, at the back of the summary of evidence which I have just put in as Exhibit 3. As a matter of fact the original proof of claim had the list but the copy given to the Custodian did not have the list, but later we furnished my learned friend with a complete list.

Q Now I understand that your boat building business was carried on in a workshop which you built but which rested on land near the Fraser River which you rented from the B.C. Electric Railway Company?

A Yes, that is correct.

Q And for that property beside the Fraser River on which your workshop stood, you paid a rental of $15.00 a month? A: Yes.

Q Now I want to ask you about a few of the items of personal property. First, I want to ask you about your workshop. I understand that you built your workshop yourself? A: Yes.

Q You are a skilled workman with building tools.

MR. HUNTER: My lord, may I suggest we file the analysis now if we are going into the chattels.

THE COMMISSIONER: Yes. If you are going into the chattels now, it wouldbe as well to file the Custodian's analysis.

(ANALYSIS MARKED EXHIBIT NO. 4).

A Yes.

MR. VIRTUE: Q: What year didyou build that workshop?

A 1920.

Q What did the actual material cost you, without allowing anything for your labour?

A $1500.00 in all, about.

Q For the workshop, one thousand how many hundred?

A Fifteen hundred.

Q Yes, 1500. And that made no allowance for your own work? A: No, just material.

Q If you had put in for your own work at regular wages, what would your own work in building that workshop have been worth? A: Over $800.00.

Q Over $800.00, but you are only claiming in your claim here $1500.00, the actual cost of the material?

A Yes.

Q You also had, in connection with your boat building business, floating wharves? A: Yes.

Q What did the actual material for those floating wharves cost? A:

THE COMMISSIONER: Now, Mr. Virtue, were the floating wharves sold?

MR. VIRTUE: Yes, sir. As I understand it, they were both sold.

THE COMMISSIONER: Oh yes, I see.

MR. VIRTUE: Apparently they were sold, sir, for $350.00, that is the workshop and the floating wharves.

THE COMMISSIONER: The workshop apparently was on skids, or there was some means of removing it, is that the situation?

MR. VIRTUE: Yes, my lord.

A $350.00 for five floats. There were five floats and the total cost was $350.00 for material only.

MR. VIRTUE: And if you had put in for your work at ordinary wages, what would your work have been worth in building the floating wharves?

A About $225.00.

Q And you are only asking for the floating wharves altogether $200.00? A: Yes.

THE COMMISSIONER: When were these wharves built?

MR. VIRTUE: Q: When were the floating wharves built? About what year? A: 1925 and 1926.

Q With regard to both your workshop and the floating wharves, didyou keep them up in good repair?

A Yes.

Q Now, I am not going to ask you about each one, but you claim for a couple of marine engines and I am just going to ask you is the price you put on those engines at the time you were evacuated a fair price?

THE COMMISSIONER: Has he not verified all these prices in his statement, Exhibit 3?

MR. VIRTUE: Yes, he has got them all.

THE COMMISSIONER: Well, why repeat it?

MR. VIRTUE: Well it is only because I presume my learned friend will cross-examine on it.

THE COMMISSIONER: Well let your learned friend attack it. I accept your submission for atleast prima facie proof of these values.

MR. VIRTUE: All right, sir, I won't go into it.

Q You list a lot of different kinds of lumber you

had there for boatbuilding? A: Yes, I had a lot.

Q Was that lumber all left there when you were evacuated? A: Yes.

Q Was it all good well-cured lumber?

A Yes.

Q I am not going to ask you in detail about your tools, but you have given a list of tools and machinery and equipment which you had at your boat building business. What sort of condition was it in when you left it? A: I was using them every day and they were in very good condition.

Q Now I understand about two weeks after you came to Alberta, you got a letter from the Custodian to the effect that he had been to your place and found all your goods and personal chattels there?

A Yes.

Q You didn't keep that letter? You lost it?

A I lost it.

THE COMMISSIONER: There is no suggestion, Mr. Hunter, of goods having been lost here, is there?

MR. HUNTER: Yes, my lord.

MR. VIRTUE: If my learned friend has that letter, I think he will put it in. In my learned friend's first analysis--I don't think he will mind my quoting this--it says, "When the representative of the Westminster Trust Company visited this property he found that Olsen was up at Rivers Inlet", and so on, and "That E. Norman had been left there by Olsen to look after the place", and he says "letter of July

26th and 27th, 1942". I take it one of those letters is probably the letter.

THE COMMISSIONER: You are redding from something that has not been put in. That analysis has not yet been put in, has it?

MR. HUNTER: No, my lord. I hadn't intended to use it because it wasn't based on any detailed list of articles claimed for.

THE COMMISSIONER: That is the point, Mr. Virtue. How is that evidence before me? The Custodian has not put it in.

MR. VIRTUE: I am only referring to this letter he got and this confirms his story of the letter.

THE COMMISSIONER: Have you any objection, Mr. Hunter? to this use of the document being made?

MR. HUNTER: No, I don't mind, my lord.

THE COMMISSIONER: Go ahead.

MR. VIRTUE: Then he just goes on and says, "A complete check of the house was made July 27th, 1942, before letting Norman use these rooms".

Q I want to ask you about one item of your household goods. You have put in a claim for a piano and stool which you valued at $450.00?

A Yes.

Q When did you get that piano and what did you pay for it? A: I bought it in 1931 and I paid $450.00.

Q Was the piano well taken care of, and in good condition when you left?

A Yes, it was in very good condition.

THE COMMISSIONER: Where is the piano shown in the analysis?

MR. VIRTUE: That piano is on page 2, sir, of my learned friend's recapitulation, down near the bottom.

MR. HUNTER: Sold for $135.00.

MR. VIRTUE: About the fourth item from the bottom, piano $450.00, sold for $135.00. All right, thank you, Mr. Mototsune.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted that the floating wharf, the repair shop, and the house were sold for their fair market value. It is submitted that those chattels which came into the hands of the Custodian were sold for their fair market values. It is submitted that a large portion of the chattels claimed for, in fact all the chattels claimed for, were under the custody, control or management of some person, other than the Custodian, appointed by the owner, and accordingly only those which came under the actual control, custody or management of the Custodian come within the terms of reference.

I file the Soldier Settlement Board appraisal, my lord, which I believe will be Exhibit 5.

(APPRAISAL MARKED EXHIBIT NO. 5).

MR. HUNTER: I file the appraisals, my lord, of Coulthard, Sutherland & Company on the boathouse, the dwelling and the decking. The first appraisal is dated August 28th, 1944. At that time he values the boathouse at $250.00, the dwelling at $430.00,

and decking, etc., $100.00, making a total appraisal of $780.00. This property was advertised for sale, my lord, and no tenders were received and consequently they were asked to go out and make a re-appraisal, and on a re-appraisal dated the 19th of February, 1945, they say "On checking our appraisal on the above property at South Westminster, we find there has been a great deal of sand pumped on this property during dredging operations carried on in the river. The dwelling was valued at $430.00 and we now suggest that this be cut to $215.00. The old boatshed and decking was at the time of appraisal valued as scrap, and the writer can see no justification for alterations of the figure placed on this portion of the holding."

THE COMMISSIONER: What is the meaning of the reference to the intrusion of sand?--some injury or damage done to the property in the interval?

MR. HUNTER: Yes, my lord. ".. . there has been a great deal of sand pumped on this property during dredging operations carried on in the river".

THE COMMISSIONER: Surely that would be something that the Custodian must answer for, is it not?

MR. HUNTER: Why, my lord?

THE COMMISSIONER: If the property was vested in him as of 1942, and if he chose to leave it there and damage was suffered, would that not be the responsibility of the Custodian? I will leave that thought with you. It will be probably a matter for argument later.

MR. HUNTER: Purely as a matter of record, my lord, I would submit not. This is not an action for negligence. The terms of reference provide for the difference between the fair market value and the sale price at the date of sale, and that negligence, under the terms of reference, while the recommendation might be made on these terms, it would be outside of the terms of reference.

THE COMMISSIONER: There is probably something in that.

MR. HUNTER: As of the 10th of November, 1945, my lord, these were sold at the latter appraised value for $575.00. As for the farm land, my lord, it was assessed at 1942 for $785.00.

THE COMMISSIONER: It was assessed?

MR. HUNTER: This is the farm land, my lord.

THE COMMISSIONER: Oh yes.

MR. HUNTER: It was sold to the V.L.A. for $380.00, my lord.

THE COMMISSIONER: Let me get those figures again. The land was assessed in 1942 at $785.00?

MR. HUNTER: Correct, my lord.

THE COMMISSIONER: Sale to the V.L.A.

MR. HUNTER: $380.00, my lord.

THE COMMISSIONER: Is there any explanation as to the sale at so much less a figure than the appraisal?

MR. HUNTER: Well, it isn't less than the appraisal very much.

THE COMMISSIONER: I thought you said $785.00.

MR. HUNTER: That was the assessed value.

THE COMMISSIONER: Yes, that is the way I have written

it down but I was misunderstanding it.

The appraisal was what?

MR. HUNTER: It was appraised at $387.00, my lord. It is purely a land appraisal, there are no buildings. There are certain other things that were appraised, my lord, in connection with the chattels. The marine motors shown up near the top, a 7 horse power marine engine, in the analysis, that was appraised at $160.00 and sold for $160.00. It was appraised by John Gould on the 18th of August, 1943. The boat lumber which is shortly below the marine engine, for which a claim of $525.00 was made, was appraised at $200.00 and sold at $200.00.

THE COMMISSIONER: Do you state who made the appraisal or what his qualification was?

MR. HUNTER: It was by the McKenzie LumberCompany, by G.H. McKenzie. They are a lumber company at New Westminster. I don't know whether they are there known to you, or familiar to you.

THE COMMISSIONER: Yes, I think I know who they are.

MR. HUNTER: It was sold to Nelson Brothers, the fisheries people. My learned friend has the original of the lease from the claimant to Olsen. I only have a copy.

MR. VIRTUE: I am sorry we haven't it here. If my friend would let me look at it, I can probably agree to a copy going in. I think I can consent to that lease going in.

THE COMMISSIONER: Have you the original there?

MR. VIRTUE: I haven't the original here, but I am quite

satisfied from the appearance of it that it is all right.

MR. HUNTER: There are certain points that I don't need to read in, my lord, but it is quite obvious that this man Olsen was left largely in a caretaking capacity during the tenure.

THE COMMISSIONER: What is the date of the lease?

MR. HUNTER: The date of the lease is the 18th of April, 1942.

THE COMMISSIONER: Who is the lessee?

MR. HUNTER: Mike Olsen, a fisherman. One of the recitals, my lord, says, "Whereas it has been agreed by and between the parties hereto that during the period of time the party of the second part shall be removed from the Pacific Coast, that the party of the second part shall look after the aforesaid property of the party of the first part." Then Olsen agrees to pay $15 a month rental and an annual sum of $25.00 to the Westminster Harbour Board, and it gives him the use as he may see fit, and so on.

THE COMMISSIONER: That includes what, the boat building plant, the floating wharves as well as the house?

MR. HUNTER: Yes, my lord, it describes it. "Whereas the party of the first part is the owner or lessee of a certain boat building and repair shed, with living quarters, situate on the south bank of the Fraser River in the Municipality of Surrey, Province of British Columbia, more particularly known and described as 45 feet frontage of the

foreshore adjoining a portion of Lot 4, District Lot 3, Group 2, New Westminster District, and carrying on business under name of "T. Motto'." Then the first numbered clause says, "That from and after the date hereof until the cancellation of this agreement, or until the Party of the First Part shall have returned to South Westminster, British Columbia, andresumed his occupation of boat-builder, the party of the first part grants and leases unto the party of the second part all those the aforesaid lands and premises; together with all buildings thereupon erected, and also with all ways paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining."

Then No. 3 says, "That during the currency of this agreement the party of the second part shall be entitled to use the said premises as he may see fit, and may sub-let if he should deem a sub-lease fit and proper in the circumstances."

THE COMMISSIONER: Well that covers the information I wanted.

MR. HUNTER: The party of the second part also has the first right to buy, what they call "the first right of refusal to buy the same", and eventually the buildings were sold to him, my lord. He was the only one interested.

THE COMMISSIONER: Is any reference made there to the use of the contents of the house and household goods?

MR. HUNTER: Not specifically, my lord.

THE COMMISSIONER: It refers generally to everything on the property, is that your contention?

MR. HUNTER: That is my submission, my lord.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Mototsune, when you made this lease to Mr. Olsen, did you have any discussion as to the chattels that were left on the premises?

A I agreed to let him have the use of the winch only. The other tools he didn't have the use of, and they were placed in a box and locked.

Q And where was the box left?

A I left it in a large tool room.

Q Yes. Now what about the furniture in your house?

A I left all my household furniture in the house.

Q And did you have any discussion with Mr. Olsen about your household furniture?

A No, there was no discussion about the house furniture.

MR. HUNTER: I should like to make it clear, my lord, that my submission is going to be that anyway he used this furniture and that is merely evidence of depreciation -- that is furniture or equipment -- but it was all under his custody, control or management.

THE COMMISSIONER: Now let me follow you. Were there certain of these chattels that were lost?

MR. HUNTER: Yes, my lord, on page 3 of the analysis, and page 4.

THE COMMISSIONER: That is under the heading of "Claim for goods not sold". They were not sold because

they were lost, is that it?

MR. HUNTER: No. They were not there when we went into it, my lord.

THE COMMISSIONER: And when did the Custodian go in to take physical possession?

MR. HUNTER: I think it was in the spring of 1944, my lord. He never did take possession of the premises. That is Olsen always had a tenancy there. What happened was that Olsen, the tenant, being a fisherman, went away fishing, and the Custodian had a report that the premises were being broken into and for the protection of the property went in and removed the chattels and sold certain of them. Some of them were sold to Olsen, like machinery and so on. Mr. Secretary, those appraisals of Coulthard, they are filed as one exhibit, are they?

THE SECRETARY: Yes, Exhibit 7.

THE COMMISSIONER: No, it must be Exhibit 6.

MR. VIRTUE: I have the lease here which is Exhibit 6. I want to speak about it in a moment. The lease was Exhibit 6.

MR. HUNTER: I thought the lease was Exhibit 7.

THE COMMISSIONER: So did I. It does not make any difference. They are both in, the lease and Coulthard's appraisals?

THE SECRETARY: Yes, my lord.

(LEASE MARKED EXHIBIT NO. 6).

(APPRAISALS MARKED EXHIBIT NO. 7).

MR. HUNTER: Reference is made, my lord, to Exhibit 4,

the analysis. I think on your Lordship's copy probably the same as mine, certain items on page 3 and 4 have been marked with an "X".

THE COMMISSIONER: Yes.

MR. HUNTER: Those were obviously part of the building, at least some of them.

THE COMMISSIONER: The skylight and electric wiring would fall in that category.

MR. HUNTER: The next page, my lord, the track certainly wasn't realty. It was on the ground. It was a runway down into the water for pulling boats up and was affixed to the railway.

THE COMMISSIONER: This half inch and three-quarter inch cable was the cable used for pulling up posts?

MR. HUNTER: For the winching of boats, my lord. That was track and cable that was buried under 2 or 3 feet of sand. The other items are simply items that were not found when the Custodian went in, and it is assumed they were lost, destroyed or stolen, my lord. I might just ask thisman about this belting, my lord, and shafting.

Q Mr. Mototsune, you have made a claim for $150.00 for belting and shafting which were apparently in the work shop. Would you mind describing to his Lordship what that belting and shafting was?

A It was from the bandsaw engine to the main drive.

Q That is the building. What would the shafting be?

A Inch and five-eighths shafting.

Q Was that suspended from the ceiling?

Was that the general shaft that went along for

different tools to operate off?

A That was on the ceiling, that shafting.

MR. HUNTER:. I wouldn't submit, my lord, that was part of the building. I don't thinkthere is anything else, my lord. The real property is a straight question of valuation. Again, on the buildings, our appraisers will be there and it is a question of value. As far as the missing chattels are concerned, we will have to produce evidence to support our claim it was under the custody, control or management of someone else.

THE COMMISSIONER: Is there any re-examination?

MR. VIRTUE: I will ask my learned friend if he will kindly put in the first analysis which we got in connection with this claim. I am sure it will be quite useful because there are a number of facts set out in the first analysis not set out in the second analysis. I was going to ask my learned friend in view of the fact it contains a lot of information from the Custodian's file, if he would kindly put it in; for instance, one very, very material statement --

THE COMMISSIONER: You better wait and hear what your friend has to say about the admission of it in the first instance.

MR. HUNTER: My lord, I am not proposing to put this in. If my friend wishes it in, it will be up to your Lordship, but the claim which was originally made was totally inadequate in detail and accordingly I didn't consider this analysis necessarily appli-

cable to the claim as finally made. I have no particular objection to the information there but I would have to re-align it and see if it is relevant, my lord.

THE COMMISSIONER: I think in the circumstances it would be very much better if you wait for cross-examination, Mr. Virtue. The Custodian will have to come in and justify his conduct in regard to this property, and I would prefer to get evidence from him that is complete rather than perhaps the garbled statement that is set out in this document which counsel does not now wish to put in.

MR. VIRTUE: Well, my difficulty is my learned friend has conveyed the impression that the Custodian did not get hold of this property until quite a late date, and I am afraid I will have to put this in now.

THE COMMISSIONER: You can put it in if I admit it, but as presently advised I am not disposed to admit it. On what ground do you suggest that document is admissible?

MR. VIRTUE: When this matter first came up, my lord, the only thing that was lacking in our entire proof of claim was simply the complete list of chattels in the inventory, that is the valuation of the chattels, but my learned friend had all that information and it was just a case of giving him the value we were putting on these chattels, so that the general information is contained in here, and that is all I am getting at. The general

information contained in the first inventory he has given us is still applicable.

THE COMMISSIONER: Since your friend now objects to putting it in, I do not propose to admit it, and I do not think you are prejudiced in any way because the Custodian will have to come in and justify his conduct here. You willthen have the benefit of the information that is in that document for the purpose of cross-examination.

MR. VIRTUE: Very well, sir, I will let it go until that time. I think I should ask my learned friend to admit now, however, that the Westminster Trust Company was appointed by the Custodian to act as the Custodian's agent concerning this property and visited the property and took over on July 27th, 1942.

MR. HUNTER: I admit no such thing, my lord.

MR. VIRTUE: All right, we will cross-examine on it.

THE COMMISSIONER: I think it would be very much safer to leave those questions for cross-examination later.

MR. VIRTUE: With regard to the lease, my lord, my learned friend has put in the bare lease. I would like it on the record that the full lease should be referred to, because I take it from the lease it was subject to cancellation at any time by the Custodian the moment he took over. He could have stepped in and taken over that property had he wished. You will find that the lease says on the second page, "until cancelled" or words to

that effect. Now all I am asking is that your Lordship, in addition to the notes that have been taken down, will refer to the full lease which will speak for itself. I know this is not the time or place to argue the question, and I am not going to argue it, but on the question of the sand which your Lordship has referred to, my friend has stated his position and our position will be that from the time the Custodian took over, if he allowed sand to be thrown up by the dredger on that property, that is his lookout.

THE COMMISSIONER: That is a matter I will have to wrestle with at some stage of the proceedings.

MR. VIRTUE: Yes, my lord.

THE COMMISSIONER: Is that all? That is all, thank you, Mr. Mototsune.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

T. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

original

Vancouver, B. C.,

September 28th, 1949.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

D.T.B. BRAIDWOOD, Esq., appearing for the Crown.

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

THE COMMISSIONER: This is for the purpose of an explanation from Mr. Shears as to the Custodian's dealings with the Mototsune Boat Building plant. All right, go ahead, Mr. Braidwood.

MR. BRAIDWOOD: Well, my lord, this morning we heard from Mr. Virtue, who was making, as I understood it, two basic claims, the first being that the machinery and equipment of this boat building works concerned in the present claim should have been sold in a sense as a going concern, or as a unit, rather than sold in a piecemeal manner as actually it was done; and the second basic contention, as I understood it, was the Custodian or his representatives had not properly dealt with the property as to looking after it and obtaining appraisals and disposing of it in the most expeditious manner.

Now, I have asked Mr. Shears to come up here today to give your Lordship an account of the Custodian's handling, with a view to answering both of these suggestions at once.

FRANK G. SHEARS, called, testified as follows:

DIRECT EXAMINATION BY MR. BRAIDWOOD:

Q Mr. Shears, you have looked into the file, I under-

stand, and acquainted yourself with the steps taken by the Custodian? Would you be so kind as to give us, as well as you can, an outline of what steps the Custodian took, with regard to the claimant's assets, from the time of the first dealings with those assets by the Custodian?

A I looked into the file during the noon hour, my lord. On May 26th, 1942, one of our office staff, or one of our field men, Mr. Smith, went to this property and made just a general report stating that it was a boat building plant, and that the doors and windows had been locked and boarded, and there were chattels in the building. There was a brief inventory given, but it didn't attempt to list everything down.

In view of that on the 3rd of June, 1942, we wrote to the Westminster Trust Company, stating

> "The above named Japanese is registered with the Custodian, who is looking after his Real and Personal properties.
>
> An inventory of his Boar & Repair Shop is enclosed, and the Custodian desires that you investigate and take control of the assets, and take such other action as you may deem necessary inorder to preserve and protect the property."

THE COMMISSIONER: May I intervene here? There was evidence this morning of a lease by the claimant to a man named Olsen, I think the man's name was. I gather from your inspector's report of May 26th, Olsen must have been out by that time.

Q Do you know of any explanation? He refers to the place being boarded up and no one there. At least, that is the way I interpret it.

MR. BRAIDWOOD: I think that was not so, my lord. I think Olsen had gone away himself and had left a man in charge.

THE WITNESS: I was just reading Smith's report, which says definitely the doors and windows were locked and boarded.

THE COMMISSIONER: Q: Yes. Then will you, at your own convenience, deal with the lease question, because that Inspector's report would indicate that the tenant had vacated, or certainly wasn't there.

A I think that is clarified later.

The Westminster Trust Company replied to our letter on June 26th, 1942, and they speak of having made two visits to the above man's repair place and checked the inventory.

"The small stuff mentioned is locked in a big wooden box in shed on boat house.

The first visit I made I met Mike Olsen's son whose father has a lease on this place, and asked him to tell his father to bring the lease into this office, but on my second visit I find that Olsen is up at Rivers Inlet with Nelson Fisheries, and where the lease is I do not know. I find a man named E. Norman who has been left there by Olsen to look after the place. He lives about 150 feet away from the place and at night would

"be too far away to hear anyone in the boat shed, which has a lot of lumber and machinery in it. It is in a rather bad state of repair and already some children have broken some boards and got in, but I can find nothing missing so far. This Japanese has a building he lived in which is boarded up and somebody has put a Custodian sign on it."

That was undoubtedly Mr. Smith of our office.

"This building is close to the shed and if it were possible to let Mr. Norman live in there and put a good dog in the shed I believe we could protect Mototsuné's Effects."

Then a letter of July 27th, 1942, also from the Westminster Trust reads:

"I have completed the checking of the tools and equipment owned by the above and stored in his boathouse and shed and everything appears to be there except one item 'Pipe Fitting altogether', valued at $46.00, which I understand he sold to his brother."

So there doesn't appear to be any dispute of the Custodian taking over what was there.

Q And that report was in June?

A That report was in June, June 27th, 1942, sir.

"Mr. Norman, who has been left there by the Mr. Olsen, who has leased the boat house from Mototsune, has a key to the shed where the most of the articles are stored. It is his key and fits the padlock left on the door by Mototsune, so I am getting a new

"padlock and keeping the keys as it will be hard to keep a check on the tools, etc., if anyone else is allowed access to them."

"Also I gawe Mr. Arnold permission to live in Mototsune's house and went in and made a complete check of the effects left in there, the list of which is attached. The house has been boarded up and had not been tampered with. Mr. Arnold is also getting a dog to tie in the shed at night as suggested in my letter to you of June 26th."

Those were the initial steps, sir, taken in regard to protection. Mototsune did give a lease to Mike Olsen. The lease is on a month to month basis, payable at $15.00 a month to the British Columbia Electric Railway Company, who were the owners of the land on which Mototsune's property was located.

MR. BRAIDWOOD: Q: Mr. Shears, would you tell his Lordship, please, the circumstances under which the B.C. Electric lease was granted as to the length of time?

A It was on a month to month basis, sir, and as far as I am aware, they had the option of asking Olsen to renew it at any time. The lease does go on to give Mr. Olsen -- it reads this way: "The party of the first part hereby covenants with the party of the second part that should the party of the first part decide to sell his aforementioned plant, the party of the second part shall have the first right of refusal to buy same."

I would like to refresh your memory, if I may, sir, that in cross-examination when Mototsune was asked regarding his equipment and tools, he definitely stated that they were not leased to Olsen.

THE COMMISSIONER: Q: Yes, I recall that.

A And all he was leasing to Olsen were the buildings, which he calls here his plant.

Then I think this will make it as connected as possible, sir: You will remember that we had a general policy of liquidation that came into effect in 1943 and which included a policy of liquidating chattels. Now, in view of the fact the chattels werenot covered by the lease, we saw no reason at that time why any exception should be made in regard to the equipment and chattels that were available for sale. Whatwas done was we had that equipment appraised by one of the members of the firm of MacLennan, McFeely & Prior -- the firm of Mac & Mac.

MR. BRAIDWOOD: Q: Mr. Rand, I believe.

A Mr. Rand.

THE COMMISSIONER: Q: You differentiate between equipment and tools? A: No. There was a differentiation between them and a few household effects. He was there to value the equipment and tools, but not the few bits of household equipment.

Q The equipment was under the lease?

A No, there was no equipment under the lease at all.

Q The sub-lease excludes the tools and equipment?

A Yes. In fact, the lease is just for what is called the plant buildings.

Mac & Mac did submit an appraisal, which was in the amount of $649.00. At that time we decided that we would still sell those goods by public auction, but there was a reserve placed, so that unless the appraised price was reached, they couldn't be sold. The final effect was that while the appraisal was for $649.00, by selling them at public auction the gross amount realized was $840.00, and it was on that basis we felt we were just carrying out the normal policy of liquidation of the Custodian, and those articles were sold.

Q You realized the reserve?

A We realized the reserve, and that can be checked off, taking the chattel returns, which are those yellow sheets, together with the appraisal, and while I won't say you can find every article, you can find all of the major articles agreeing, and in any event the total realization was more than the appraised price.

Then, coming to the question of the Custodian's disposition of the plant and the buildings, we were faced with the fact they were under lease and also that Olsen had the first right of purchase, if they were available for sale.

We did, however, have the property appraised on August 28th, 1944. No, excuse me, that is the wrong date. Yes, that is right, on August 28th,

1944, when we had it appraised by Messrs. Coulthard, Sutherland & Company, and that is in, sir, as Exhibit 7. I merely mention that, sir, that he values the boathouse at $250.00, the dwelling at $430.00, the decking at $100.00, with a total of $780.00, and states that it was built of scrap lumber and was in a dilapidated condition. The foundation was an old scow that had been entirely disintegrated, and had partly collapsed, throwing the whole building out of line. That was August 28th, 1944.

Our office appeared to have quite some difficulty in contacting Olsen, due to the fact he was a fisherman, and we were not able to contact him and there was no effort to sell until we got his interest in the purchase.

On February 19th, 1945, we had Coulthard, Sutherland review their appraisal and they state:

> "On checking our appraisal on the above property at South Westminster we find there has been a great deal of sand pumped on this property during dredging operations carried on in the river. The dwelling was valued at $430.00 and we now suggest that this be cut to $215.00."

So, in effect, they reduced their original valuation of $780.00 to $560.00, on account of the changed condition between August 28th, 1944, and February 18th, 1945.

Now, sir, in calling up today during the noon

hour, I rang up and got in contact with Mr. Martin, the district engineer of the Public Works Department for B.C., and I just asked him the question that in carrying out dredging operations just what responsibility did they have and was it a question of dumping sand at high water mark, or anything of that nature. His reply was their authority was when they started dredging operations and wished to dumptheir sand on property, to contact the owner of the property for his consent. He had somerecollection of it and said that property was owned by the B.C. Electric and he wasn't quite sure, but he thought they would have given their consent before they started pumping the sand on their property.

So I would say, sir, that we had no rights in thek matter, and even had Mototsune beenliving there himself, I can't see that hewould have had any rights in view of the fact that the land was owned by the B.C. Electric.

MR. BRAIDWOOD: Q: Mr. Shears, the Custodian had no control over the dredging operations, did he?

A Oh no, not at all.

THE COMMISSIONER: That might give you a claim against the B.C. Electric, Mr.Virtue.

MR. VIRTUE: We are not going that far afield, sir. There are people a lot closer to us than that who have some responsibility.

THE WITNESS: Then we did advertise the property for sale and I am sure the exhibits are in on it, sir.

We advertised it in three parcels, one for the dwelling -- I had better look at it again -- Parcel "A" was for the boat building and repair shed and the decking, and Parcel "B" was for the dwelling house, and Parcel "C" was a combination of both "A" and "B".

The only tenders that were received were from a Mr. Generous, who belied his name, I think, who offered $200.00, and then Mr. Olsen did come back and submit an offer of $575.00. In view of the fact we had a valuation at that time of $565.00, the Custodian did accept Mr. Olsen's offer, and sold those buildings.

I think, sir, in brief, and just with the short time I have had to review the file, that that is the overall picture.

THE COMMISSIONER: Well, that gives the information that I required, Mr. Shears. Now, counsel are free to examine Mr. Shears on any point they wish to cover.

MR. VIRTUE: Have you concluded?

MR. BRAIDWOOD:. Yes, I have concluded.

CROSS-EXAMINATION BY MR. VIRTUE:

Q Mr. Shears, you spoke of advertising this property for sale in three parcels. When was that done?

A On the 14th day of March, 1945. Tenders were to be received by the 3rd day of April, 1945.

Q Now, this man was evacuated in April of 1942.

A Was that the date?

Q Yes. About that, we will say.

A Yes.

Q So that we can take it, then, it was three years after his evacuation that you began to let the public know that this property was for sale?

A That is true.

Q And in the meantime, the sand had been pumped on the property? A: Yes.

Q And I take it the property had not been used? It was in a state of dis-use?

A It was under lease by Mototsune to Olsen, who had the right under the lease to sub-let or almost do what he liked with it.

Q All I am getting at is, as far as you know the property wasn't used as a boat-building establishment?

A I would say no.

Q And you had the right under the lease, also, to cancel it in a month? A: We didn't.

Q The Custodian did? A: No, I wouldn't say that. That was the lease arrangement which Olsen had.

Q Maybe I misunderstood you.

THE COMMISSIONER: What Mr. Shears said was that the lease gave the B. C. Electric the right to terminate the lease at any time, if they wanted.

MR. VIRTUE: He had previously said that the lease to Olsen --

Q Maybe you didn't intend to say it, or maybe I mis-heard you, but the lease to Olsen was on a month to month basis? A: No, that is not

correct. It is from the date hereof until the cancellation of this agreement or the party returns to B. C.

Q Until the cancellation of the agreement.

MR. BRAIDWOOD: I think the lease is in. It speaks for itself.

MR. VIRTUE: Q: At any rate, Mr. Shears, this same lease to Olsen was in existence when you finally did proceed to let the public know about the property, on the 14th of March, 1945?

A Yes.

Q So, if you had the right on the 15th of March, 1945, to let the public know it was for sale, you had the same right amonth after the man was evacuated?

A Our policy of liquidation didn't come into effect until June, 1943.

Q But I am talking about your legal powers.

THE COMMISSIONER: That is a matter for me to determine, is it not? It is not for Mr. Shears to say.

A I wouldn't know.

MR. VIRTUE: Q: Now, when did you let the public know that there was a boat business of this character for sale as a going concern?

A Never, because we never had a boat business concern to sell. Olsen, even if he had operated it, wouldn't have had Mototsune's equipment.

Q Mr. Shears, I don't want to interrupt you, but my question was, when did you let the public know you had a boat building business for sale?

THE COMMISSIONER: He has said he never did, at any time.

Let us get on with something else. You do not need to answer that, Mr. Shears. Let us get onwith something else. You have had your answer, Mr. Virtue.

MR. VIRTUE: Q: Did you ever make any attempt to sell this business, as a goind concern?

A Never.

Q Now, when did you first visit this property yourself?

A I don't recollect. I am not sure. I don't think I saw this property myself.

Q When did you first find out that sand had been pumped on the property? A: At the time we received -- excuse me,now -- I can only say it would be between August of 1944 and February of 1945.

Q So that, is it fair to say this, that as far as you know neither you nor the Westminster Trust Company ever took any steps to stop sand being pumped on the property?

A The Custodian didn't, and I can't answer for the Westminster Trust Company, but I doubt if they did. Not as our agent, anyway.

Q As far as you know. You have no knowledge that Westminster Trust Company took any steps in that regard either? A: No.

Q Am I right in taking this from your answers -- I may have been confused about the B. C. Electric lease, but am I right in taking this from your answers, that under the lease to Olsen there was no equipment or tools? A: No equipment or tools, and he states that in his evidence.

Q So that as far as the equipment and tools were

concerned, those were available to you to dispose of at any time? A: After our policy of liquidation, yes.

MR. VIRTUE: All right, thank you, Mr. Shears.

THE COMMISSIONER: Any re-examination?

MR. BRAIDWOOD: No, my lord.

THE COMMISSIONER: Thank you, Mr. Shears. I don't think we will require anything further from you.

(Witness aside)

THE COMMISSIONER: I will hear you now, Mr. Virtue.

MR. VIRTUE: On the Mototsune claim?

THE COMMISSIONER: Yes. We might as well dispose of it.

MR. VIRTUE: It seems to me that Mr. Shears' evidence adds weight to the position we have taken, which was this: That no effort whatever was made to sell this property as a going concern; that there was an effort after a very considerable delay of nearly two years to sell it piecemeal, and that it wasn't until the 14th of March, 1945, three years after evacuation, or almost three years, that the property was even advertised for sale in parcels.

Now, one can readily see that that method of selling the equipment and plant and tools of a successful boat building establishment wasn't the method which would obtain its fair value.

Now, the other thing is that owing to the delay in disposal, this property was covered with sand. Now, excuses may be offered, and we have a second-hand story from a dredging man that he thinks he may have got consent, but we know that had

the property been our property, or had it been property anyone of us was responsible for, we wouldn't have consented to anyone pumping sand on our property, especially when that property was housing valuable machinery.

For that reason, sir, without adding anything to what I said this morning, we say that for three reasons: First, that the property was sold piecemeal; second, that there was a very long delay; and third, that the property was allowed to deteriorate which didn't bring anything like its true value.

I don't blame Mr. Shears for that, with all the obligations he had on him, but a person with an aggressive sales policy would have governed themselves differently, and I have no doubt that a fair value could have been realized.

Now, there is one fortunate thing in this case, that we don't have in many cases, that is there is absolutely no dispute about the plant and equipment and chattels being right there. Apparently everything the man listed was right there, and if the value wasn't obtained for it, it is no personal fault of Mr. Shears, but a breakdown in the sales policy which wasn't equipped to deal with a plant of this kind. Their auction sale policy may have been adequate in some cases in taking care of a little bit of household furniture, but certainly there was no machinery in existence or put into operation to sell a plant as valuable as this, which was a going concern.

THE COMMISSIONER: I do not need to hear from you, Mr. Braidwood.

The lease created by Mototsune himself on the 18th of April, 1942, provides for a terminable tenancy in Olsen. It also provides for something in the nature of an option in Olsen to acquire the plant.

The lease was never terminated, according to the evidence before me, consequently I do not consider that it was open to the Custodian at any time to have made a sale of the premises as a going concern. It did lie in the power of the claimant himself to have terminated this tenancy and to have had the contents as well as the building sold. That was not done. So, I hold against Mr. Virtue on his first proposition, that the Custodian was at fault in failing to sell as a going concern.

Now, so far as the damage to equipment is concerned, caused by pumping, we have very little evidence as to what of the articles were damaged in this way, but I cannot appreciate that the evidence goes so far as to indicate fault on the part of the Custodian, which resulted in damage through pumping sand on this equipment. It must be remembered the tenancy was still in being, and there was some evidence given by Mr. Shears to the effect that the owner, namely the B. C. Electric Railway Company, had been informed of the fact that pumping was to be done, and there is no evidence that any such notice was given either to the tenant or to the

Custodian.

The fact remains sand was pumped, but the evidence does not support, in my judgment, Mr. Virtue's contention that such damage has resulted from a lack of responsibility of the Custodian, or fastens upon the Custodian.

There is evidence that the Custodian caused this property to be inspected as early as April of 1942, and that in June, 1942, a full inventory was taken; that the chattel property was appraised and that when the sales policy was adopted by the Governor-in-Council that more than the appraised price was realized on the whole.

In the circumstances, I can see no justification for any increase in the recommendation previously indicated by myself.

(Concluded)

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

J. C. Harrolin

Deputy Official Stenographer

Case 506 3873

ACKNOWLEDGED

NOV 27 1947

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: Torazo Mototsune.

   Registration No. 08110

2. Claimant's address at the time of his evacuation from the protected area:
   Box 627, New Westminster, B.C.
3. Claimant's present address:
   General Delivery, Taber, Alta.
4. Claim relating to real property:
   House and Land.

   (a) Street address of real property: Old yale Road, South Westminster B.C.

   (b) Legal description of property:
   Land description- All That portion of 14.34 acres portion of the Northerly one third of lot6 groups 2 shewn coloured Red on the Sketch No. 2727A which lies South East of the right of Way of Vancouver Victoria and Eastern Railways And Navigation Co, as shewn on sketch deposited No. 25005E in District of New Westminster B.C.

VIRTUE & RUSSELL, Barristers, Lethbridge.

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

Land- On Scott Road on North Side of road. Square.
House- Square and not painted.
Boatshop- Square and not painted.

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

Title.

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

(I) Land— $ 1200

(II) Buildings— $ No building on land.

Boatshop house itself $1500.

Residence House itself $ 450.

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

$

Value of land -	$1200.00
Custodian payed me	$ 300.48
Loss	$ 899.52

5. Claims relating to personal property, etc.

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

Real property, House and Boathouse lies on B.C. Electric Co,'s land 300 yards below Pattullo Bridge due West.

(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:

House goods locked up in house itself.

Boatshop tools locked in toolshop in big box ~~locked up~~. locked up.

Key to both places has been handed over to Custodian at time of evacuation.

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

Custodian.

(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:

Land- Size 14.34 acres	$1200.00
Trade Name- T. Motto.	
Boatshop	
Tools	
Machines	
Stock	$6768.05
House Residence	
Furniture	
Kitchen goods	$1743.40
	$9711.45

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

Custodian payment to me	$2019.91
Above itemized value	$9711.45
Total loss	$7691.54

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

7. An Interpreter will Yes be required.

DATED this 12th day of ~~October,~~ Nov. A.D. 1947.

Samson Sanderson
Witness to Signature of Claimant.

Torazo Motoyama
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

I, Torazo Mototsune.
(Full Name of Claimant)

of General Delivery, Taber Alta. Beet Worker.
(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:

Land received	$300.48
House- Boatshop and Machine and Tools	$1500.00
	$219.43
TOTAL	$2019.91

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 ~~Lethbridge~~ Taber.

in the Province of Alberta,

this 12 day of Nov.

A.D. 1947.

Torazo Mototsune

Lawson Sanderson
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.

Torazo Mototsune

(Claimant's Name)

REAL ESTATE
(Farm Land)

08II0

Reg. No.

LAND Uncleared Cultivated not planted Cultivated and not in crop List Crops	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
All that portion od I4.34 acres northerly one third of lot 6 groups 2 sketch no. 2727A as shown on sketch No 25005E Dist of New Westminster	I4.34	Aug. I94D	S. F. Mark		uncleared	none	$I200.00
Total				$500.00			

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

Description	When Made	Cost
Clearing I¼ acres all expense	I94I	$350.00

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value

None.

title agreement for sale.

EXHIBIT No. 5-06-1
DATE 5 apl 1948
FILED BY A.J. Wilson

Comments re Appraiser's report not covered by above information:

Actual value of land considerably more than shown as cost price but claimant got it from this man at a lower price because he needed the money and therefore brings the value to $I200.00 Received check from Custodian on this property of $300.48

Torazo Mototsune
Signature

Torazo Mototsune
(Claimant's Name)

PERSONAL CHATTELS

08II0
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 goods attached to proof ~~of claim~~ Ex 3	as needed	some new some used	higher than valued at evacuation	good	$85II.45
		Deduct value of goods received			I39.40
					$8372.05

EXHIBIT No. 506-2
DATE 5 apl 1948
FILED BY A.J. Virtue

Description of Storage of Goods:

All goods left in the house and boatshop on B.C. Electric's land 300 yds. below Pattullo Bridge New Westminster and later sold by the custodian

Received check from Custodian for $ 20I9.9I

The above amount reduced by $I39.40 which is value of goods received by shipment from B.C.

General Statement as to Chattels not Described above:

Additional Comments, if any:

8372.05
2019.91
6352.14

Torazo Mototsune
Signature

List of Personal property + tools attached

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. Torazo Mototsune

2. Present residence, General Delivery, Taber, Alta.

3. Residence at date of evacuation. Old Yale Road Southwestminster, B.C.

4. How long had you lived on property from which you were evacuated? ~~22-years~~
Lived 22 yrs. on the residence
But have not lived on the land bought in Aug '41.

REAL ESTATE

1. When did you buy property in question?
in Aug 1941

2. What price did you pay? $500.00

3. What was the exact condition of the property then?

(a) The land itself.
all bush

(b) The buildings.
no building

EXHIBIT No. 506-3
DATE 5 apl 1948
FILED BY [illegible]

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 separately from the money you paid out of your own pocket.)

(a) Buildings. no building

(b) Fencing. **no fence**

(c) Tillage. **no tillage**

(d) Drainage. **none**

(e) Clearing. **cleared 11/4 acres (one and a quarter) at the cost of $350.00**

(f) Weed eradication. **none**

(g) Planting. **none**

(h)

(i)

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

lost the assessment notice

6. What is your age? **52**

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

no

8. Did you make a profit from your work on the above property? **no**
If so about how much over and above your living?

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

10. What was the fair market value of this property at the date of your evacuation?

$1,200.00

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

do not know

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

do not know

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

no

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

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

$300.48

16. What did you do with the cheque?

$300.48

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

cashed it

$899.52

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

PERSONAL PROPERTY

I. You have already given a list of the articles in respect of 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 the Custodian, what's left I do not know

4. Where was the property actually left when you were evacuated?

in the house and boatshop on B.C. Electric's Land 300 yds. below Putullo Bridge due West.

5. If it was left in charge of anyone give the name and circumstances. **none**

6. Was this property covered by Fire Insurance? If so, try to produce Fire Policy and any other documents which would show the value. **none**

7. Did you receive a cheque from the Custodian?

Yes

8. For how much? **$1,719.43**

9. What did you do with the cheque? **cashed it**

10. Any correspondence? If so, produce it.

Yes. have document of sale

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

The following are the articles that I received through a friend, but their prices are included in the claims loss and had forgotten to subtract from the loss of the personal property claims.

Aluminium set	-- $25.00
Chinaware and glassware	34.90
Photographs and album	22.00
two large pictures framed with our parents	included above
1 large wooden box of Japanese dolls inside it	$50.00
baby carriage	7.50
	)))
	$139.40

In the property claims form on personal properties column I will make the following adjustments:-

Itemized value is $8372.05 instead of $9711.45
The Cust odian payment to me was $2019.91
Therefore the amount of loss is $6352.14

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.

GENERAL INFORMATION.

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

1. Name.

2. Address.

3. Evidence expected.

1. Name.

2. Address.

3. Evidence expected.

TO
CUSTODIAN OF JAPANESE PROPERTY

REGISTERATION.

TRADE NAME - T. MOTTO

OWNER - TORAZO MOTOTSUNE

BOAT BUILDER AND REPAIR SHOP

No. of article/	Quantity	Name of article.	Price.
1	5	Floating Wharves	200.00
2	2	Work-shop building	1500.00
3	4	Big sky-light	28.00
4		Electric wiring in work shop	48.00
5	1	Heater stove	10.00
6.	½ X 1½	Iron bar	22.00
7	½ X 5'	Iron rod	66.00
8		Transmission for drum	XXX3.50
9		Circular saw, shaft, wheel and collar	15.00
10	8	Shaft collars	12.00
11	1	Transmission gear	2.50
12	1	Boat anchor	5.00
13	1	Boat wench	25.00
14	2	Collars for Drum	1.50
15		Universal joint	6.00
16	¾"	washer	1.50
17	1	wheel belt	.50
18	1	Clutch for "Palmer Engine"	35.00
19	1	Brace iron	2.50
20		Very big brass stern bearings	65.00
			$2048.00

No. of article	Quantity	Name of article	Price.
21		Hexagon ½" Nuts	2.00
22		Galvanized bolts together	18.00
23		Galvanized bolt nails together	16.00
24		Galvanized wire nails together	55.00
25		Paints altogether	25.00
26		Boat compass	7.00
27		Very thick glass	12.00
28		Coupling for boat shaft	2.50
29		Tank lug	2.50
30		lead	4.00
31		Bearing for shaft	12.50
32		pully for engine fly wheel	4.00
33		steering wheel	14.00
34	7	propellors	84.00
35		gas pipe	3.50
36		Bell for boat	1.75
37		Vacuum gas tanks	.75
38		Water deck iron	1.75
39		Coupling boat shaft	2.50
			$268.75

No. of article	Quantity	Name of article.	price.
40		Generator	5.00
41		Pipe fitting - altogether	46.00
42		steering deck blocks	9.50
43		Boat canvas	13.00
44		7H.P. "Palmer Marine Engine"	275.00
45		5H.R. "Palmer Marine Engine"	175.00
46		Shafting and belting work shop	150.00
47		½" iron rod.	5.20
48		Corking cotton	13.60
49		2" galvanized pipe	2.50
50		1½" galvanized pipe	2.00
51		Gas Tank	10.00
52		Fuel Tank	8.00
53		1 X 4 Cedar "V" Joint and ½ X 3 "V" Joint (wood)	45.00
54		2 X 4 Cedar Tank side board	120.00
55		Hardwood	XXXXX45.00
56		Boat lumber (5,250 bd.ft.)	525.00
			$1449.80

No. of article	Quantity	Name of article	price
57		Vice for working shop	2.50
58		Car jack	.75
59		Screw jack	20.00
60		Chain block	15.00
61		long clamp	1.50
62		door clamp	5.50
63		Boat hammer	3.50
6 4		Wrench, pipe, big	8.00
65		wrenches altogether	12.00
66		saw set	1.50
67		Chisels altogether	18.00
68		hand brace	5.80
69	1	auger set	8.50
70	XXXXX	long auger bit	16.00
71		Extention bit and 1¼"bit	6.70
72		Hand plane	6.90
73		Big breast drill	19.00
74		Small breast drill	2.50
75		file for wood	1.50
76		hand adzes	7.80
			$162.95

No. of article	Quantity.	Name of Article	Price.
77		Nail puller	2.50
78		Motor drill	25.50
79		Big chisel	3.50
80		Goose neck	8.00
81		Square	8.00
82		Drill chucks and socket	3.50
83		Iron drill bit	11.00
84		Nail se t	2.60
85		Angle square	1.75
86		Japanese square	2.00
87		Hand saw	28.00
88		Japanese big hand saws	24.00
89		small Japanese hand saws	20.00
90		Japanese plane	36.00
91		Axe	1.75
92		Japanese adze	1.80
93		Corking chisel	12.60
94		Hand hammer	13.50
95		Pipe stocks and dyes	48.00
96		Mechanic square	1,00
			$255.00

No. of article	Quantity	Name of article	price.
97		boat clamps	85.00
98		Iron chisels	9.00
99		Screw drivers	3.50
100		Fire extinguisher	5.00
101		Blow torch	11.00
102		Level	1.00
103	1	Pipe thread cutter set	22.00
104		Screw dye	38.00
105		Corking hammer	6.00
106		Scraper	2.25
107		Pan	1.00
108	1	Soldering set	2.75
109		Electric parts	3.25
110		Anvil	12.20
111		Gas lamp	6.00
112		Funnel	1.25
113		shovel	3.25
114		Japanese grass cutter	.75
115		mudaxe	4.00
116		Hoe	2.00
			$219.00

No. of article	Quantity	Name of Article	Price.
117		Big Iron block	45.00
118		Small iron block	1.25
119		Socket wrench	3.00
120		long belt clamp	14.00
121		spoke shave	2.50
122	1	Hexagon wrench XX set	7.00
123		Little plane	2.25
124		Molding plane	18.50
125		Machine plane	475.00
126		Band saw	475.00
127		Band saw blades	55.00
128		Jointer	46.00
129		Motor	20.00
130	6H.P.	Stationary engine	275.00
131		Wood lathe	75.00
132		Rin saw (circular saw)	25.00
133		group saw	38.00
134		big round rin saw (circular saw)	42.00
135		Post drill	35.00
136		Pipe vice	3.75
			$1658.00

No. of article	Quantity	Name of article	Price.
137		Iron bar	$3.00
138		Mill saw	3.50
139		Peebee	2,50
140		saw vice	1.75
141		Japanese edge handle	1.00
142		Iron clamp	3.60
143		Boom chain	7.00
144		Rail	120.00
145		Track	150.00
146		½" Cable	135.00
147		¾" Cable	45.00
148		Hand wench	75.00
149		Engline wench	140.00
150		Tent	15.00
			$702.35

Page 1	$2048.00
Page 2	268.75
Page 3	1449.80
Page 4	162.95
Page 5	255.00
Page 6	219.20
Page7	1658.00
Page 8	702.35
T O T A L	$6768.05

506-4

EXHIBIT

DATE 5 Apl 1948

FILED BY J.W.G.Hunter

Torazo MOTOSUNE

Recapitulation of analysis of Claim

Claim for value of goods sold by tender.		3160.00	Sold for	996.45
sold by Auction		3619.85	"	1085.15
		6779.85		2081.60

Claim for goods unsold

Sky-light	$20.00	
Electric wiring in workshop.	48.00	
Shafting and belting	150.00	
~~Rail~~	~~120.00~~	
~~Track~~	~~150.00~~	
Rail	120.00	
Track	150.00	
Cable ½"	135.00	
Cable ¾"	45.00	
Miscellaneous tools &c	1055.60	1731.60
Total chattel claim		8511.45

The real and Personal property was situated on land leased by Mototsune from the B. C. Electric Railway - New Westminster

The Advertisement calling for tenders indicated that the purchaser must make arrangements with the owner of the land to lease or remove the buildings.

Since evacuation and before sale of the buildings, sand was pumped on to the land which used to be covered at high water. The Rail and tracks of the Ways were covered with sand approximately two feet deep.

Motosune leased Boat building and repair shed and living quarters situate on the south bank of the Fraser River to Mike OLSEN. Terms included that Olsen should look after the property, to use the premises as Olsen may see fit and sub-let and have the first right of refusal to buy.

Claims for goods unsold cover items which were not removed by the Custodian for sale.

B.L.

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

Date: May 10th 1948

W. Scott

8511.45
2081.60
6429.85

Attached to 566-4

Toraze MOTOTSUNE — Analysis of revised Claim

Claim for goods sold by Tender

Floating Wharves		200.00		
Work-shop building		1500.00		
		1700.00	Sold for	$350.00
7 H.P. Marine Engine		275.00	"	160.00
Cedar "V" Joint	$45.00			
Cedar Tank side board	120.00			
Hardwood	45.00	210.00	"	61.45
Boat lumber 5250 ft		525	"	200.00
House		450.00	"	225.00
		3160.00	"	996.45

Claim for goods sold at Auction

5 H. P. Palmer & Clutch		210.00	"	35.00
Galvanized bolts		18.00	"	2.75
Galvanized nails		16.00	"	10.00
Galvanized wire nails		55.00	"	16.50
Bearing for shaft	12.50			
Pully fly wheel	4.00			
Coupling shaft	2.50	21.00	"	12.00
Steering wheel		14.00	"	5.00
Propellors		84.00	"	6.00
Pipe fittings		46.00	"	12.00
Caulking cotton		13.60	"	.50
Gas tank		10.00	"	2.00
Car Jack & Screw Jack		20.75	"	13.00
Chain block		15.00	"	12.00
Long clamp, door clamp & hammer		10.50	"	10.00
Wrench, pipe & big wrenches		20.00	"	4.50
Chisels		18.00	"	4.00
Big breast drill		19.00	"	6.50
Hand adzes		7.80	"	2.00
Motor drill		25.50	"	21.00
Angle square, adze, mechanic sq		6.50	"	2.00
Hand saw, Big Japanese hand saws, small hand saws and Japanese planes		108.00	"	24.75
Hand hammer		13.50	"	5.00
Boat clamps		85.00	"	39.00
Blow torch		11.00	"	7.00
Pipe thread cutter set		22.00	"	11.50
Screw dye		38.00	"	17.00
Anvil		12.20	"	7.00
Machine plane		475.00	"	100.00
Band saw		475.00	"	200.00
Jointer		46.00	"	37.00
Motor		20.00	"	14.00
6 H P. Stationery Engine		275.00	"	28.00
Wood lathe		75.00	"	12.00
Rin circular saw		42.00	"	20.00
Post drill		35.00	"	6.50
Pipe vice		3.75	"	1.25
Boom chain		7.00	"	3.00
Hand wench		75.00	"	47.50
Engine wench		140.00	"	45.00
Tent		15.00	"	5.75
Forward		2604.10		808.00

Torazo MOTOTSUNE attached to 506 - 4

Claim for goods sold at Auction (contd

	Forward		2604.10	808.00
Vice for working shop	2.50			
Saw set	1.50			
Hand brace	5.80			
Auger set	8.50			
Long auger bit	16.00			
Extension bit	6.70			
Hand plane	6.90			
Small brest drill	2.50			
File for wood	1.50			
Nail puller	2.50			
Big chisel	3.50			
Goose neck	8.00			
Drill chucks & sockets	3.50			
Iron drill bit	11.00			
Nail set	2.60			
Axe	1.75			
Caulking chisel	12.60			
Pipe stock and dies	48.00			
Square	8.00			
Iron chisels	9.00			
Screw drivers	3.50			
Fire extinquisher	5.00			
Level	1.00			
Caulking hammer	6.00			
Scraper	2.25			
Pan	1.00			
Soldering set	2.75			
Electric parts	3.25			
Gas lamp	6.00			
Funnel	1.25			
Shovel	3. 25			
Japanese grass cutter	.75			
Mud-axe	4.00			
Hoe	2.00			
			204.35	Sold for 62.00
Frying pans	2.75			
Picnic can	1.50			
Cookie cans	1.50			
Sugar can	.75			
Measuring cup	.15			
Thermos bottles	1.50			
Sugar bowls	.80			
Milk jugs	1.00			
Tea pots	1.80			
Water jugs	1.75			
Mixing bowls	9.75			
			23.25	Sold for ,9.15
Pie plates	.30			
Dessert dishes	1.20			
Porridge dishes	.60			
Ordinary tea cups 41	2.05			
Cups & Saucers Royal Cam.	2.80			
Ordinary dishes 30	1.50			
Big serving dishes 18	27.00			
Tiny glass cups	.20		35.65	Sold for 11.25
Serving trays	5.50		" "	2.50
Large clocks	5.00		" "	2.50
Chairs 8	8.00		" "	4.75
Piano	450.00		" "	135.00 X
Business desk	100.00		" "	12.00
Gramaphone	16.00		" "	2.50
Records 52	52.00		" "	1.75
Forward	2867.35			1054.40

Torazo MOTOTSUNE

Claim for goods sold by Auction (cont)

	Forward	3503.85		$1054.40
Picture frames - 15		22.00	Sold for -/-	.75
Beds - 3		32.00	" " -/-	20.00
Clothes closets		30.00	" "	2.00
Dress drawer		12.00	" "	8.00
Total auctioned goods		3599.85	" "	1085.15

Claim for goods not sold ---- "Not found by Custodian"

Big sky-light		28.00
Electric wiring in work-shop		48.00
Heater stove		10.00
Iron bar		22.00
Iron rod		66.00
Transmission for drum		3,50
Circular saw, shaft, wheel, collar		15.00
Shaft collars		12.00
Transmission gear		2,50
Boat anchor		5.00
Boat wench		25.00
Collars for drum		1.50
Universal joint		6.00
Washer $\frac{3}{4}$"		1.50
Wheel belt		.50
Brace iron		2.50
Very big brass stern bearings		65.00
Hexagon $\frac{1}{2}$" nuts		2.00
Paints		25.00
Boat compass		7.00
Very thick glass		12.00
Coupling for boat shaft		2.50
Tank lug		2.50
Lead		4.00
Gas pipe		3.50
Bell for boat		1.75
Vacuum gas tanks		.75
Water deck iron		1.75
Generator		5.00
Steering deck blocks		9.50
Boat canvass		13.00
Shafting & belting work shop		150.00
Iron Rod $\frac{1}{2}$"		5.20
Galvanized pipe 2"		2.50
" $1\frac{1}{2}$"		2.00
Fuel tank		8.00
Big iron block		45.00
Small iron block		1.25
Socket wrench		3.00
Long belt clamp		14.00
Spoke shave		2.50
Hexagon wrench set		7.00
Little plane		2.25
Molding plane		18.50
Band saw blades		55.00
Rin saw (Circular saw)		25.00
Group saw		33.00
Iron bar		3.00
Mill saw		3.50
Peevee		2.50
Saw vice		1.75
Japanese adze handle		1.00
Iron clamp		3.60
	Forward	793.80

Torazo MOTOTSUNE

Claim for goods not sold (contd)

Forward	793.80
Rail	120.00
Track	150.00
Cable ½"	135.00
Cable ¾"	45.00
Storage battery	5.75
Kitchen stove	45.00
Glass-ware cupboards	16.00
Aluminum wearever set	25.00
Bureau	28.00
Tin fruit bowl	.75
Chop stick stand	.15
Glass ware set	3.00
Water glasses 16	2.40
Japanese saucers 46	2.30
Japanese bottles 3	1.35
Soup bowls 3	.60
Box napkins	.25
Potato masher	.15
Bread can	.25
Hot water bottle cans	2.50
Wash pans 2	6.00
Washing board	.75
Whisk broom	.15
Dust pan	.15
Match box stand	.15
Salt shaker	.10
Cover lifter	.35
Flower & water stand	.50
Frying pan	.45
Cake pan	.30
Cookie pans	.25
Cup cake baking pans	1.60
Funnels	.50
Curler burner	2.25
pot covers	.50
Lemon sqeezer	3.50
Cooking knives 3	2.25
Paring knives	.50
Wooden spoons	.75
Sifters	1.00
Japanese mat	.50
Egg beater	.25
Chop sticks 74	.75
Rice bowls 10	1.25
Water scoopers	.50
Can opener	.15
Heating stove	12.00
Tables 2	8.00
Toys	15.00
Sewing machine	125.00
Blinds 11	8.25
Box Japanese dolls	30.00
Christmas tree decorations	20.00
Electric lamp stands	7.00
Large bearskin	15.00
Phonograph stand	8.00
Book stand	3.00
Bicycle	34.50
Toy doll carriage	7.50
	1731.60

Attached to Exhibit 506 - 4

TO
CUSTODIAN OF JAPANESE PROPERTY
REGISTRATION.

TRADE NAME - T. MOTTO
OWNER - Torazo MOTOTSUNE
BOAT BUILDER AND REPAIR SHOP.

This list of chattels is a carbon copy of list attached to

Exhibit 506 - 3.

Attached to Exhibit 506-4

PERSONAL BELONGINGS
of
TORAZO MOTOTSUNE
to
CUSTODIAN OF JAPANESE PROPERTY
REGISTRATION

No.of article	Quantity	Name of Article	Value
1	1	Storage battery	5.75
2	1	Kitchen stove	45.00
3	2	glass-ware cupboards	16.00
4	1	Japanese mirror	10.00
5	1	aluminum wearever set	25.00
6	2	frying pans	2.75
7	1	bureau	28.00
8	1	House	450.00
9	1	picnic can	1.50
10	2	cookie cans	1.50
11	1	sugar can	.75
12	2	Pie plates	.30
13	24	desset dishes	1.20
14	1	measuring cup.	.15
15	2	porridge dishes	.60
16	2	thermos bottles	1.50
17	4	sugar bowls	.80
18	4	milk jugs	1.00
19	41	ordinary tea cups	2.05
20	14	Cups and saucers(Royal Cameron)	2.80
21	30	Ordinary dishes	1.50
22	6	Tea pots	1.80
23	2	water jugs	1.75
24	13	mixing bowls	9.75
			$611.45

No of Article	Quantity	Name of article	Value
25	1	tin fruit bowl	.75
26	1	Chop stick stand	.15
27	18	big serving dishes	27.00
28	4	tiny glass cups	.20
29	1	Glass ware set	3.00
30	16	drinking water glasses	2.40
31	46	Japanese saucers	2.30
32	3	Japanese bottles	1.35
33	3	soupbowls	.60
34	1bx	Napkins	.25
35	11	Serving trays	5.50
36	1	Potato masher	.15
37	1	bread can	.25
38	2	Hot water bottle cans	2.50
39	2	Wash pans	6.00
40	1	Washing board	.75
41	1	Whisk broom	.15
42	1	dust pan	.15
43	1	Match box stand	.15
44	1	Salt shaker	.10
45	1	cover lifter	.35
46	1	Flower and water stand	.50
			$54.55

No. of article	Quantity	Name of article	Value
47	1	small frying pan	.45
48	1	cake pan	.30
49	2	cookie pans	.25
50	3	cup cake baking pans	1.60
51	2	funnels	.50
52	1	curler burner	2.25
53	8	pot covers	.50
54	1	lemon aluminum squeezer	3.50
55	3	cooking knives	2.25
56	2	paring knives	.50
57	2	wooden spoons	.75
58	2	sifters	1.00
59	1	Japanese mat	.50
60	1	egg beater	.25
61	74	chop sticks	.75
62	10	rice bowls	1.25
63	2	water scoopers	.50
64	1	can opener	.15
			$17.25

No. of article	Quantity	Name of Article	Value
65	1	Heating stove	$12.00
66	2	tables	8.00
67	1	large clocks	5.00
68		toys	15.00
69	8	chairs	8.00
70	1	piano	450.00
71	1	business desk	100.00
72	1	gramaphone	16.00
73	1	machine (sewing)	125.00
74	11	blinds	8.25
75	52	records	52.00
76	1	large wooden box of Japanese dolls	50.00
77	15	picture frames	22.00
78	3	beds	52.00
79		Christmas tree decorations	20.00
80	2	Clothes closets	30.00
81	2	Electric lamp stands	7.00
82	1	large bearskin	15.00
83	1	phonograph stand	8.00
84	1	bookstand	3.00
85	1	dress drawer	12.00
86	1	bicycle	34.50
87	1	toy doll carriage	7.50
			$1060.25

GRAND TOTAL $1743.40

BC-547-P
BC-1685-B

S.S. Form No. 43
(Sheet 1)

Farm Appraisal Report

File No. JL-576

Land Description All that ptn.of a 14.32 ac.pt.of N'ly 1/3 of Lot 6,Gp.2. Registered & shown 2727A & lying S.E. of Right-of-Way of V.V.& E.Rlwy. & Nav. Co. Red on Sk.25005E. Containing Calculated - 7.74 Roll shows - 7.64 Acres

Owner's Name MOTOTSUNE, Torazo & Kiyoko Post Office Address South Westminster, B.C.

Nearest Rail Point New Westminster Distance 2 miles

Market Town " " Distance 2 "

Church (give denomination) All denominations Missions nearer. Distance 2 "

Nearest School South Westminster Distance ¾ "

State how property was identified: Map, roads, neighbouring garage owner, Jacobs.

Roads: State whether property has access to main road, the kind of road and its condition.

On good hard-surfaced Scott Road.

Is this district a good one? Agriculturally not. Given to homesites of outside workers.

Employment opportunity Numerous. Industry New Westminster.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: None. Value $

Water supply: None. Well easily obtainable. Value $

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	x							
	x							
	x	NO BUILDINGS						
BARN	x							
	x							
BARN	x							
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

Light available.

Total present day value $ -

Total Value Buildings add to farm $ -

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it habitable?

$

Describe the basement and chimneys:

No. rooms downstairs? Upstairs? How finished 506-5

Are buildings painted? Condition of paint EXHIBIT NO. DATE 5 apl 1948

Distance from nearest bush FILED BY J.W.G. Hunter.

Note: Particular care must be taken when examining and reporting on foundations, sills and roofs.

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL

Area which can be cultivated without cost other than for breaking.

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE

Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	TOTAL
7.74	Level. 7.74 ac This is the flat across River from New Westminster.	Solid deep peat.		Occasional trees, odd stump, hardhack.	75.	50.00	387.00

Area Unsuitable for Cultivation.

CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE

Total value of Land $ 387.00

Total added by buildings to value of farm $ nil

Total fruit trees add to value of farm (for use in orchard districts only) $ nil

Total value of farm $ 387.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:

Never cleared except for a 1.75 ac.ptn.facing on Scott Rd. which has been slashed but gone back to swamp hardhack.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.

Not suitable for ordinary farming. Would offer a subsistence homesite.

Noxious weeds:

Only native peat land weeds which is inclined to be wet.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:

Surrey - $26.01.

South Westminster Dykes - $23.01.

3.54 acs. B.Classification.
4.10 " C.Classification.

Date: July 14, 1942.
Place: Chilliwack, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 11 day of July 19 42.

Inspector's Signature "R.L. RAMSAY"

Note: (Use Form 43 (Sheet 2) in connection with this form.)

S.S. Form No. 43
(Sheet 2)

JL-576 - T.& K. MOTOTSUNE

Farm Appraisal Report

Remarks: This is a piece of bottom land, which consists entirely of deep peat, decayed enough for growth of certain crops. It should grow corn, and carrots. Near holdings have pasture, garden and hay in. These are similar land. However the acreage is too small for a general farm and the place would be too late for ordinary market garden crops. It is entirely uncleared with exception of a little slashing, grown up again. The clearing is not heavy though undergrowth or hardhack would have to be held down very closely or clearing would get away again.

Ditching would be necessary, though there is no water lying on place at this season.

The place is situated close to town and will probably eventually offer a homesite to some worker who will keep 3 cows and run a good garden and perhaps a little raspberries. The frontage is narrow.

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC. (Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

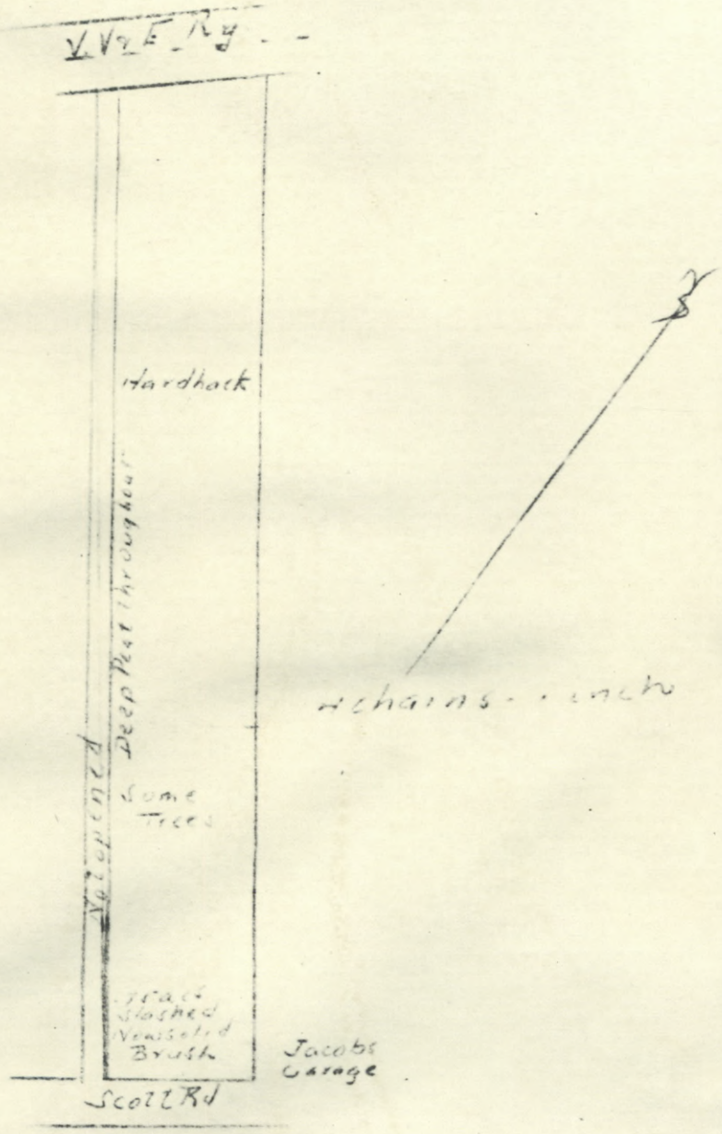
	Present Value
NIL	$
	$
	$
	$
	$
	$
	$
	$
	$

Total $

Amount fruit trees add to value of farm $

Diagram of Property T & K Molotsune

All that ptn. of a 14.34 acs. pt of N'ly 1/3 of Lot 6, Gp. 5, Registered and shewn ~~on Map~~ 2727A and lying S.E. of right of way of V.V.& E Rly and Nav. Co, Red on Sk 25005I



Following careful review of this appraisal report, it is my opinion that the present value is $ 350.00

Date 23rd July 19 42

"I.T. BARNET"

District Superintendent.

506 - 6

EXHIBIT No. 5 Apl 1948

DATE

FILED J.W.G.Hunter

THIS AGREEMENT made in duplicate this eighteenth day of April, A.D. 1942.

BETWEEN

TORAZO MOTONESUMA, of South Westminster in the Province of British Columbia, Boat Builder, hereinafter called

THE PARTY OF THE FIRST PART

AND

MIKE OLSEN, of South Westminster aforesaid, Fisherman, hereinafter called

THE PARTY OF THE SECOND PART

WHEREAS the Party of the First Part is the owner or lessee of a certain boat building and repair shed, with living quarters, situate on the South Bank of the Fraser River in the Municipality of Surrey, Province of British Columbia, more particularly known and described as forty five (45) feet frontage of the foreshore adjoining a portion of Lot four (4) District Lot three (3) Group 2, New Westminster District; and carrying on business under name of "T.Motto"

AND WHEREAS the party of the First Part is removing from British Columbia for an indefinite time;

AND WHEREAS it has been agreed by and between the parties hereto that during the period of time the Party of the Second Part shall be removed from the Pacific Coast, that the Party of the Second Part shall look after the aforesaid property of the Party of the First Part;

WITNESSETH that in consideration of the rentals to be paid by the Party of the Second Part as hereinafter set forth, and the mutual covenants and agreements herein contained, IT IS AGREED by and between the parties hereto as follows:-

1. THAT from and after the date hereof until the cancellation of this agreement, or until the Party of the First Part shall have returned to South Westminster, British Columbia, and resumed his occupation of Boat- builder, the Party of the First Part

grants and leases unto the Party of the Second Part all those the aforesaid lands and premises; TOGETHER WITH all buildings thereupon erected, and also with all ways paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining.

2. The Party of the Second part covenants and agrees that during the currency of this lease he will pay the following rental or charges, but no other, namely to the British Columbia Electric Railway Company Limited, the sum of $15.00 per month, commencing on the 1st day of May 1942. and to the New Westminster Harbour Board, the annual sum of $25.00, payable on the 30th day of November 1942.

3. That during the currency of this agreement the Party of the Second Part shall be entitled to use the said premises as he may see fit, and may sub-let if he should deem a sublease fit and proper in the circumstances.

4. The party of the Second Part covenants that he will do nothing to jeopardize the present leases and rights of the Party of the First Part, during the currency of this agreement.

AND IT IS HEREBY that this agreement and everything herein contained shall be subject to any laws, rules or regulations that may now or hereafter be enacted affecting the property of Japanese in Canada or enemy aliens.

AND the Party of the First Part hereby further covenants with the Party of the Second Part, that should the Party of the First Part decide to sell his aforesaid plant, that the Party of the Second Part shall have the first right of refusal to buy the same.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED SEALED AND DELIVERED)
in the presence of)
) (sgd) Torazo Mototsune
(sgd) W.M. Gilchrist)
New Westminster,B.C.) (sgd) Mike Olsen.
Solicitor)

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

Date: May 11th 1948 B.L.

DATED 18th April 1942

TORAZO MOTATSUMA

TO

MIKE OLSEN

AGREEMENT

W.M.GILCHRIST

THIS INDENTURE made in duplicate the 10th day of November,
in the year of our Lord one thousand nine hundred and forty-five.

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:

MICHAEL B. OLSEN, Fisherman,
of South Westminster, in the Province
of British Columbia.

(Hereinafter called the "GRANTEE")

OF THE OTHER PART:

WHEREAS Torazo MOTOTSUNE, Police Registration Number 08110, was formerly a Boat Builder at New Westminster, in the Province of British Columbia;

AND WHEREAS the said Torazo MOTOTSUNE, 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, as amended, 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 Torazo MOTOTSUNE in the chattels hereinafter described and enumerated, and hath contracted and agreed with the said Grantee for the sale of the interest of the said Torazo MOTOTSUNE in the said chattels for the sum of Five Hundred and Seventy-five ($575.00) Dollars, 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 Five Hundred and Seventy/five ($575.00) Dollars 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 executors, administrators and assigns, all those chattels hereinafter set forth, described and enumerated as follows:

A Boat Building and Repair Shed and Decking, situate on the South Bank of the Fraser River, adjoining a portion of Lot 4, D.L. 3, Group 2, New Westminster District, near the Pattullo Bridge.

Dwelling built on cedar logs, 16x40, situate alongside the Boat Building House referred to above.

all of which chattels are now in the possession of the Grantee and are situate, lying and being on the South Bank of the Fraser River, adjoining a portion of Lot 4, D.L. 3, Group 2, New Westminster District, near the Pattullo Bridge, 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 chattels 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 representations whatsoever to the Grantee as to the quality, character and condition of the said chattels and the Grantee acknowledges that he has purchased the said 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 herunto 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
Ottawa
Secretary

as to signature of Assistant Deputy Custodian.

A. D. Mathieu
Assistant Deputy Custodian

W. Johnson
as to signature of Grantee

M. Olsen
Grantee

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

SWORN before me this 13th day of November, A.D., 1945.

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

AFFIDAVIT OF WITNESS

PROVINCE OF ONTARIO)
TO WIT:)

I, Florence Carroll 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, or 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 10th day of November, 1945.

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 10th day of November, 1945.

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 13th day of November, 1945, at the City of Ottawa, in the Province of Ontario.

G. G. Barnett

A Notary Public in and for the Province of Ontario.

F. Carroll

BRITISH COLUMBIA)
TO WIT:)

Affidavit of Bona Fides

"Bills of Sale Act"

I, Michael B. Olsen, Fisherman, of South Westminster, 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 Five Hundred and Seventy-five ($575.00) Dollars 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 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 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 24th day of October, A.D. 1945.

M. Olsen

A Commissioner for taking Affidavits within British Columbia.

A Notary Public in and for the Province of British Columbia

DATED November 10th, 1945

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

Michael B. Olsen

BILL OF SALE

---

506 - 7
EXHIBIT No.
DATE 5 Apl 1948
FILED BY J.W.G. Hunter

COULTHARD SUTHERLAND & CO.LTD

609 Columbia Street,
New Westminster, B. C.

August 28th 1944

Your File 3873

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

Attention Mr Green
Re: Torazo MOTOTSUNE

Dear Sir:

As requested in your letter of August 21st the writer has made an examination of the property of the above Japanese and wishes to report as follows:

There is one boat house (60' x 26') built of scrap lumber and is in a dilapidated condition using for a foundation an old scow which is entirely disintegrated and has partly collapsed throwing the whole building out of line. Alongside this building is an old shed and set of ways, one dwelling (16' x 40') in good condition and built on cedar logs also a certain amount of decking and walks.

VALUATION:

Boat house	$250.00	
Dwelling	430.00	
Decking etc.	100.00	
		$780.00

As instructed in your letter we have not taken into account the land or any equipment.

Trusting this is the required information,

Yours very truly,

COULTHARD SUTHERLAND & CO. LTD

"F. H. Coulthard"

B.L.

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

Date. May 11th 1948

A Scully

Attached to Exhibit 506-7

COULTHARD SUTHERLAND & CO., LTD.,

609 Columbia Street,
New Westminster, B. C.
19 February 1945

File #3873

The Office of the Custodian,
Vancouver, B. C.

Dear Sirs:-

Re: Torazo MOTOTSUNE

On checking our appraisal on the above property at South Westminster we find there has been a great deal of sand pumped on this property during dredging operations carried on in the river. The dwelling was valued at $430.00 and we now suggest that this be cut to $215.00. The old boat shed and decking was at the time of appraisal valued as scrap, and the writer can see no justification for alteration of the figure placed on this portion of the holding.

Yours very truly,

Coulthard,Sutherland & Co.Ltd.

"F.H.Coulthard"

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

B.L.

Date: May 11th 1948

EXHIBIT No. 506-8
DATE Sept. 27/49
FILED BY
D. F. Braidwood

JOHN GOULD
Marine Surveyor and Appraiser
VANCOUVER, B. C.

No. 16.
Machinery
SURVEY REPORT

TO WHOM IT MAY CONCERN:

Owner.	Motosume Boat Works. Old Yale Road. New Westminster.
Engine.	Gasoline
Make.	Palmer
Age.	1927 Approximately.
H.P. & No. of Cyls.	7 H.P. 1 Cyl.
Carburetter	Shebler
Clutch.	Compete, in case.
Shafting.	None.
Remarks.	Very dirty but not rusty.
Valuation.	One hundred sixty ($160.00) dollars. As is.

"John Gould"

Marine Surveyor.

August 18th 1943
Vancouver, B. C.

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

October 17th 1949

C. Hyde

EXHIBIT No. Att'd-506-8

DATE.....

FILED BY

Phone PAcific 9046 423 Hamilton Street

Debit Note: VANCOUVER, B.C. August 18th, 1943.

MESSRS. Custodian of Japanese Fishing Vessels,

Vancouver, B. C.

DR. to JOHN GOULD
Marine Surveyor
and
Shipbroker

Aug. 16th,

To;

Surveying and Appraising		
2 Gasoline Engines at		
Motosume Boatworks. New Westminster	$10.00	
Taxi. New Westminster to Boatworks		
and return	2.60	$12.60

"Paid"

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

October 17th, 1949.

J. Hyde

EXHIBIT No Att'd-506-8

DATE

FILED BY

JOHN GOULD
Marine Surveyor and Appraiser
VANCOUVER, B. C.

No. 15.

Machinery

SURVEY REPORT

TO whom it may concern:

Owners.	Motosume Boat Works. Old Yale Road. New Westminster.S.
Engine.	Gasoline
Make	Palmer
Age	1913 approximately
H.P.& No.of Cyls.	2 H.P. 1 Cyl.
Carburetter	Schebler
Clutch.	Complete, in case.
Shafting.	None
Remarks.	Very dirty but not rusty. Type obsolete.
Valuation.	Sixty ($60.00) dollars. As is.

August 18th, 1943.
Vancouver, B. C.

"John Gould"
Marine Surveyor.

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

October 17th, 1949. E. Hyde

EXHIBIT No 506-9
DATE Sept 27/49
FILED BY D. L. Braidwood

WESTMINSTER TRUST COMPANY

Head Office
NEW WESTMINSTER, B.C.

(Rec'd JUN 2 1943)

June 1st, 1943.

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

Re: Torazo Mototsune
File No. 3873

Dear Sir:

I have had the boat lumber appraised by the Appraiser suggested by Mr. Coulthard and he puts a figure of $200.00 on it.

The offer I received from Nelson Brothers was $100.00 and on submitting the new price to them they still cannot see more than $100.00 value in it to them.

Do you wish me to advertise this lumber for sale at the price of $200.00.

Your instructions in this connection would be appreciated.

Yours very truly,
WESTMINSTER TRUST COMPANY

W. D. Bowden

Manager.
Per.
"A.B.K."

ABK:

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

October 17th, 1949.

C. A. Hyde

506-10

EXHIBIT No. _____

DATE Sept.27/49

FILED BY D.T.Braidwood

Torazo MOTOSUNE
File 3873

January 31, 1944

Appraised values of equipment at Boat Works, South Westminster, made by Mr. Lane of McLennan, McFeely & Prior Ltd., January 26, 1943. Mr Kennedy of Westminster Trust was also present.

1 Machine Planer	$ 65.00
1 Band saw	100.00
1 Jointer	25.00
1 Motor ½ H.P.	5.00
1 6 H.P. Stationary gas engine	75.00
1 H.M. wood lathe	5.00
1 Rip saw H.M.	5.00
1 Bench grinder	2.50
1 Acetalyne torch	2.00
1 Japanese Adze	.50
1-5 H.P. Palmer Marine engine	40.00
1 Large pipe wrench	2.50
1 Pipe Vice	3.50
3 Bell jacks	10.00
Quantity of Galv. Carrige Bolts	10.00
1 Adze	.50
1-24" Pipe wrench	2.00
1 Box miscellaneous	1.00
11 Japanese planes	2.50
3 Bar clamps	6.00
26 Boat clamps	50.00
1 Yankee breast drill	2.50
1 Disc cutter	1.00
1 Leather belt	.50
1 Box opener	1.50
4 Brass valves	5.00
1 Saw vice	.75
1 Old magneto	1.50
Moulding heads	5.00
3 Universl joints	2.50
3 Prs. oarlocks	.75
1 Rabbett plane	1.50
1 Hack saw frame	.25
Quantity of small tools, gauges, chisels, files etc.	5.00
2 Boat scrapers	.50
1 Electric drill	7.50
9 Wrenches	5.00
6 Post drills	.50
1 Set of box wrenches	.50
1 Hammer	.25
1 Piece machine chain	.50
Assortment of Japanese saws	2.00
1 Extension cord	.25
Total carried forward	$457.75

Brought forward	$457.75
Odd rolls of rubber belt	5.00
1 Chain block	7,50
4 Boxes Galvanized boat nails	12.50
1 # 45 Stenter plane	3.50
2 Inspection lamps & cord	2.00
1 Set Butterfields Dies	10.00
1 Anvil 25#	2.50
10 Hack Saw blades	.50
Band saw blades	1.50
1 Ship maul	1.00
2 Bar clamps	1.50
Quantity of galvanized iron	.85
1 Cross cut saw	1.00
6 Bronze propellors	10.00
1 Steering wheel	2.00
2 Bundles Duck	5.00
250# galvanized nails 5¢ #	12.50
Quantity of caulking cotton	7.50
Quantity of galvanized pipe	5.00
1 Wrecking bar	.50
1 Boat clamp	2.00
4 Couplings	2.00
2 Pieces galvanized iron	1.00
1 Coleman stove	2.50
Bearings & pulleys	2.00
1 Bilge pump (incomplete)	2.50
6 Boat Augers	7.50
1 Level	.50
Odd Paints & varnishes	2.00
Transmission, shafting, pulleys & bearings	75.00
1 Empty Pyrene Fire Extinguisher	1.00
1 Dado saw	2.00
Total	$649.60

NOTE: Above list is all the equipment that could be found and identified. The gasoline engine and winch with cable, used outside the building for hauling up boats is appraised at . . . . $82.50.

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

April 18, 1950.

G. Torrington

"W.J.J."

EXHIBIT No. 56-10
DATE Sept 27/49
FILED BY D. J. Braidwood

McKENZIE LUMBER COMPANY

NEW WESTMINSTER, B.C.

March 8, 1944.

Mr. Kennedy,
c/o West. Trust Co. Ltd.,
City.

Dear Mr. Kennedy:

I inspected the Lumber at South Westminster, and find it has an approximate value, as follows:

1 x 4 Cedar Flooring	3/6'	—	460'	@ 35.00	- 16.10
1 x 3 " "	4'	—	16'	@ 30.00	- .48
1 x 4 Fir V. jt.	3/6'	—	22'	@ 30.00	- .66
1 x 3 Fir Flooring	3/6'	—	7'	@ 30.00	- .21
5/8 x 3 Cedar V. jt.	3/7'	—	466'	@ 25.00	- 11.65
5/8 x 3 " " "	"		7'	@ 25.00	- .18
1/2 x 2 Ironbark	R.L.	—	75'	@250.00	- 18.75
1 x 2 Bending Oak	"	—	5'	@250.00	- 1.25
		Total			$49.28

Yours very truly,

"G. H. McKenzie"

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

October 17th, 1949. A. Hyde

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 3473 EXHIBIT No.

NAME Torazo MOTOTSUNE REG. No. 08110

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
				AUCTION	TENDER &c		
DECLARATION Apr.15/42	TAKEN BY						
EVACUATION Apr.20/42	DATE						
JP declaration as per attched list.		Boatshop			350 00		
		Toolsand Machines)					
		)		870 00	421 45		
		Stock)					
		Claim on above	6768 05		1641 45	(Cust.SalePrice)	
		House Residence			225 00		
		Furnitures		202 80			
		Kitchen Goods		12 35			
		Claim on above	1743 40		440 15	(Cust.SalePrice)	
		Total Gross Claim	8511 45				
	(Net-)	Less Amt.Rec'd from Cust.	1719 43				
		Total Chattel Claim	6792 02				
	RECAP:	Total Gross Claim	8511 45				
		Gross Amt.of Cust. Sales	2081 60				
		Total Chattel Claim	6429 85				

ILE No 3873 EXHIBIT No. CASE No.

EG. No. 08110 VENUE

SALES AUCTION	SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
	350 00							Declared (JP) that he owned a 5 roomed 2 storey wooden frame dwelling on Old Yale Road, Box 627 New Westminster, and that he lived in this house. The property was owned by B.C.Electric.
870 00	421 45							On this property, belonging to Torazo MOTOTSUNE, was a boat-building and repair shed, and living quarters; all were sub-leased by Torazo MOTOTSUNE to Mike Olsen On April 18/42. The Westminster Trust Co. was appointed by the Custodian to act as Custodian agent concerning this property.
	1641 45 (Cust.SalePrice)							When the representative of the Westminster Trust Co. visited this property he found that Olsen
	225 00							was up at Rivers Inlet with Nelson Fisheries and that E. Norman had been left there by Olsen to
202 80								look after the place (letter of June 26& July 27, 1942). It was felt by this representative that
12 35								Norman who lived 150 ft. away from the place would be too far away at night to hear anyone in the
								boat shed which had lumber and machinery stored in it. It was suggested that Norman live in two
								rooms of the house, and put a good dog in the shed - agreed to by Custodian. A complete check of
								the house was made July 27/42 prior to letting Norman use these rooms.
	440 15 (Cust.SalePrice)							Sale of Buildings:
								May 20/44 Ed Norman offered $150. for Float House - rejected
								August 28/44 Buildings independently appraised: Boat house appraised at $250.00
								Dwelling " " 430.00
								Decking " " 100.00 Total $780.
								Oct.13/44 Ed.Norman offered $200. for Float House - rejected
								Feb.19/45 Buildings independently appraised: Boat house appraised at $250.00
								Dwelling " " 215.00
								Decking " " 100.00 Total $565.
								March 14/45 Advertisement calling for tenders on these buildings appeared in British - Columbian, New Westminster, B.C.
								Tenders: April 3, 1945 R. Generous $200.00 Rejected
								March 12, 1945 M.B. Olsen $575.00 Accepted April 12, 1945.
								Other Chattels:
								JP Form - April 15/42 Torazo MOTOTSUNE listed household goods and boat-buildings tools and stock left on B.C.Electric property discussed above (lists of goods declared attached to Analysis.)
								Nov.2/42 MOTOTSUNE confirms taking with him goods as per list of Nov.2/42.
								Jan.26/43 - Equipment at Boat Works, South Westminster, was appraised by an independent appraiser- copy of appraisal is on file under date Jan.31/44 and Jan.29/44.
								March 21/44 : 1 Old Range, 2 H.M. Table, linoleum on one floor, 1 bed were abandoned as worthless.
								Auction sheets for household goods and boat-building equipment are on file. It has been necessary to give one total for Tools and Machines, and Stock as it is impossible to differentiate between these goods.
								Lumber:
								Lumber at the Boat Works was appraised at $200. -Memo of June 2/43
								Offers: June 2/43 Nelson Brothers $100.00 Rejected
								June 17/43 Marshall & Markstrom $115.00 Rejected
								June 30/43 Nelson Brothers $200.00 Accepted.
								Lumber at Boat yard appraised March 8/44 - 1058' (various kinds and types of lumber) @ $49.28
								Offers: March 8/44 E. Lorentzen $51.45 Accepted March 10/44
								Tank Lumber in Boat Works sold to Mike Olsen Dec.15/44 - $10.00
								Total Amount received for sale of lumber at Boat Works - - - - - $261.45
								Engines: 6 H.P. Stationery gas engine (not declared) appraised Jan.26/43 at $75.00 - see lists of appraised equipment under date Jan.31/44 - Sold at auction April 24/44 $28.00
								5H.P. Palmer Marine Engine Appraised Jan 26/43 - $40.00
								appraised Aug.18/43 - $60.00 Sold at auction 24/4/44- for $35.00
								7 H.P. Palmer Engine Appraised Aug.18/43 - $160.00
								Offers: Mr. Olsen Aug.15/43 $125.00 Rejected
								Nelson Bros.Jan.12/44 $160.00 Accepted.

- B MacAskill.