Name of Claimant TOYANO, Shomatsu Case 588

Custodian File 11185

REAL PROPERTY											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% there-of	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
700.00	35.00 12.50										47.50

PERSONAL PROPERTY								
Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	
15.00	3.75							29.50 3.75

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	
250.58	138.75	41.62	55.38%	162.34	89.90			131.52

TOTAL RECOMMENDATION	212.27

1540

CASE NO: 588.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,

August 18th, 1948.

IN THE MATTER OF THE CLAIM OF

SHOMATSU TOYAMA.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 588.

IN THE MATTER OF THE "INQUIRIES ACT"

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(HIS HONOUR JUDGE L.H. STACK, SUB-COMMISSIONER).

10 Lethbridge, Alberta,

August 18th, 1948.

IN THE MATTER OF THE CLAIM OF

SHOMATSU TOYAMA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

G.E.A. RICE, Esq., K.C.,	appearing for the Dominion Government.
W.E. HUCKVALE, Esq.,	appearing for the claimant.

MISS LILLIE THOMAS,	Secretary.
D.J. HANDFORD, Esq.,	Official Interpreter.
S.R. HOWARD, Esq.,	Official Reporter.

30

THE SECRETARY: Case No. 588, Shomatsu Toyama.

SHOMATSU TOYAMA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Toyama, you claim with respect to a dwelling house in New Westminster, is that right?

A District of New Westminster, yes. The house is in Vancouver but it is in the District of New Westminster.

Q And the lot was described as Sub-division "B" of Lot 4, Block 18, District Lot 182, Group 1, New Westminster District Plan 5933, is that a correct legal description of your house?

A Yes.

Q Now with respect to that real property, will you look at this form (indicating), please?

A Yes.

Q Have you read that over or had it read over to you?

A Yes.

Q And have you signed it? A: Yes.

Q And are the particulars set forth in that form true and correct to the best of your knowledge and belief? A: Yes, there is no mistake.

MR. HUCKVALE: I will tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Q: Now you tell us in that form that you paid $2200.00 for the property in 1931, is

that correct? A: Yes, my friend had just built a good basement, firm basement, and repaired the house, and I bought it for $2200.00.

Q And is this the agreement under which you purchased that house? A: Yes.

MR. HUCKVALE: I will tender that agreement, sir.

(AGREEMENT MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Q: It also gives on the back of it a
10 memo of the payments made.

A Yes.

Q You completed payment under that agreement, did you? A: Yes.

Q Now, Mr. Toyama, besides your dwelling house, you claim for a list of chattels, is that correct?

A Yes.

Q And was that list attached as a supplement to the claim you filed (indicating)?

A Yes.

20 Q And in this form you have given itemized values for those several chattels, is that correct?

A Yes,,these amounts filled in I estimated to be the valuesat the time that I evacuated, not the values that you would have to pay today.

MR. HUCKVALE: I am going to tender that list, sir.

(LIST MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q: And those itemized costs total slightly more than the $400.00 that you are claiming, is that correct?

30 A: Yes, they would amount to a little more.

Q Now I also want you to look at this form (indicating) dealing with your chattels?

A Yes.

Q Have you read that over or had it read over toyou?

A Yes.

Q And is that your signature on it?

A Yes.

Q And are the particulars that you have given in that form true and correct to the best of your knowledge, recollection and belief?

10

A Yes, there is no mistake.

MR. HUCKVALE: I tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 4).

MR. HUCKVALE: And perhaps my friend would file on behalf of the Crown the analysis of personal property.

(ANALYSIS MARKED EXHIBIT NO. 5).

MR. HUCKVALE: Q: Now I notice, Mr. Toyama, that on the form relating to your personal chattels you had a kitchen range; do you remember that?

20

A Yes.

Q And you eventually arrived at a value of $15.00 for that range in your own opinion, is that correct? A: No, the Custodian sold it for that, so as it cannot be helped that is the amount that I am putting in.

Q And is that the manner in which you have arrived at all these figures as far as you could?

A Yes, that is the same thing in connection with the sets of crockery and everything; we were a

30

large family and had quite a large amount of crockery but the prices claimed have been marked down.

Q Now this truck that you had, it, I believe, was sold by the Custodian for $15.00, is thatright?

A Yes.

Q And the so-called administrative expenses of selling it also equalled $15.00, so that you got nothing, is that right?

10 A Yes, that is correct.

Q Now with reference to the personal property analysis, I take it, from reading it, that the Custodian is not making any claim that any of these articles were lost or stolen or anything else. Nothing appears under any column other than the "sales" column.

I point out, also, that the kitchen range which the claimant has put a valuation of $15.00 on apparently sold for $17.00. That is a remarkable

20 incident. Would you answer Mr. Rice, please.

MR. RICE: I am submitting, your Honour, that the real estate was sold for its fair market value.

I am submitting that the chattels sold and disposed of by the Custodian were sold at their fair market value. The only item, apparently, in the "remarks" column in the analysis of personal property is a heater that was traded or a heater and a wardrobe that was turned over to another Japanese by the name of Toyama which I submit

30 the Custodian is not responsible for.

CROSS-EXAMINATION BY MR. RICE:

Q Did you turn over a heater and a wardrobe to Toyama?

MR. HUCKVALE: His name is Toyama. They were turned over to him according to your analysis, not by him.

MR. RICE: That is, the heater and the wardrobe were turned over to him by Toyama?

MR. HUCKVALE: By Sato.

MR. RICE: By Sato, at least.

10 Q In the last column here, you had a heater $8.75 and a wardrobe $5.25 that didn't belong to you. Those articles belonged to Sato? The heater and the wardrobe were owned by another Japanese called Sato, is that right?

A I received a letter from the Custodian saying that there was no heater or wardrobe and that it had probably been taken by the tenant.

Q Did you own a heater and a wardrobe?

A Yes, owned it myself.

20 Q You owned it yourself? A: Yes.

Q Where did you get it from?

A That is my heater.

Q Did you get it from Sato?

A I bought them.

Q You bought them? A: Yes.

Q Did you buy them from Sato?

A No, I didn't buy anything from Sato.

Q You had some of your chattels stored with Mr. Mathies at 1479 Williams Street, is that right?

30 A Yes, there were a few cups and saucers, half a

dozen Japanese rice bowls.

Q And then you had some other property stored with Mrs. Lee at 1346 East Georgia?

A A radio.

Q A radio? A: Yes.

Q And the rest of your property you stored with Mrs. Nishi? A: Yes.

MR. RICE: I wish to file as an exhibit, your Honour, the exhibit report of the Royal Canadian Mounted Police to which is attached a notice of transfer of motor vehicle and a memorandum regarding its sale and valuation.

10

(DOCUMENTS MARKED EXHIBIT NO. 6).

MR. RICE: I wish to submit as an exhibit, your Honour, a copy of a valuation of the real estate by Johnson, Reeve & Watson of Vancouver, under date of August 2nd, 1943, appraising the property at $700.00.

(APPRAISAL MARKED EXHIBIT NO. 7).

20

MR. RICE: I also wish to submit, your Honour, a summary of the real estate and a summary general attached as an exhibit.

(DOCUMENTS MARKED EXHIBIT NO. 8).

MR. RICE: Q: I show you a photograph. Do you recognize it? A: Yes, this is a picture of my house.

MR. RICE: I wish to tender this photograph as an exhibit, your Honour, a picture of the claimant's house.

30

(PHOTOGRAPH MARKED EXHIBIT NO. 9).

MR. RICE: That is all, thanks.

MR. HUCKVALE: That is all, thank you, Mr. Toyama.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify that the foregoing transcript is a true and accurate transcript of the proceedings herein.

"S.R. HOWARD"
Official Reporter.

10

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

SUB-COMMISSIONER.

20

30

Case No. 588.

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

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

ACKNOWLEDGED

11185

Lethbridge

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

(1) NAME TOYAMA SHOMATSU (RCMP) Reg. No. 07759
(Print) Surname Given Name

(2) Pre-Evacuation Address 1342 Georgia Street East, Vancouver, British Columbia

(3) Present Address P. O. Box 404, Coaldale, Alberta.

(4) REAL ESTATE

(a) Street Address (if any) As above
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) Subdivision B of Lot 4, Block 18, Subdivision B, District Lot 182, Group 1, New Westminster, District Plan 5933.

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

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

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

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

(i) Land - - - - - - - - - - - - - - - - - - $ 200.00

(ii) Buildings - - - - - - - - - - - - - - - - $ 1800.00

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - $

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 2000.00

(v) Amount at which Custodian sold property and credited your account - - $ 649.50 700.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 1350.50

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
House

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

(c) How stored or packed at time of evacuation
In basement of House

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care") _____

Custodian - Truck taken under provisions of Order-in-Council PC 1486. $200.00

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

1. As per list attached — Estimated Value $ 400.00
2. _____ Estimated Value $ _____
3. _____ Estimated Value $ _____
4. _____ Estimated Value $ _____
5. _____ Estimated Value $ _____
6. _____ Estimated Value $ _____
7. _____ Estimated Value $ _____
8. _____ Estimated Value $ _____
9. _____ Estimated Value $ _____
10. _____ Estimated Value $ _____

TOTAL CLAIM FOR PROPERTY LOSS $ 600.00

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 1769.19

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

Lethbridge, Alberta

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

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

DOMINION OF CANADA)
of)
TO WIT:)

I, Shomatsu Toyama of the
of Coaldale, in the Province of Alberta
DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the City)
of Lethbridge,)
in the Province of Alberta,)
this 10th day of November,)
A.D. 1947.) A Commissioner &c.

Not declared

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

_____
_____
_____
_____

Re: Shomatsu Toyama - List of chattels

Kitchen cupboard
Bookcase
Bdle Pictures
Bed Springs
Pick
Bldg. C.C.Saws
Pair of Oars
Bdle. Bed Rails
Bamboo Basket
5 Boxes
Occasional Chair
Sled
3 Baskets
Small Tub
Settee
2 Bdle. Blinds
Pr. Curtain Stretchers
Bdle. logging tools
Rake
Mop
Crib
Wooden Tray
Bed Ends
2 Cartons
Sack Kitchen Ware
Bdle. Trays
3 Musical Instruments
Bamboo Bookcase
2 Rice Tubs
2 Rice Mallets
Small Carton China
4 Dishpans
2 Iron Pots
Mattresses
Carton Kitchen ware
Screen
Box Trays
Kitchen Utensils

Bed springs
Garbage Can
Wash boilder
Bdle. Rake & Axe
Carton Books
Ironing Board
Garden Tools
Pan & Trays
2 Bamboo Poles
Roll Lino.
Roll Blinds
Sack Chains
Kitchen chairs
2 Gym Chairs
3 Dressers
Basket
Boiler
Box Dishes
2 Lunch Kits
Trunks
Bdle. Shovels
Bdle. Peeves
Bed Rails
Water Pail
Chair
Tub
Crock
Rice Block
Canvas Bed
Ice Cream Tub
Bath Tub
Bench
Chest Drawers
Tool Chest
3 Boxes
Cupboard
Dining Table
Kitchen Range.

TOYAMA S.
(Claimant's Name)

REAL ESTATE
(Other than farm)

07759
Reg. No.

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
House	6 rooms	Shingle	Dwelling	25 x 122	1932	

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Residential	$2200.00	Repaired verandah and steps. Plastered inside.	$2000.00

Comments re upkeep of premises:

Claimant put new gas pipe, new water pipe immediately after purchasingthis property. Cost about $50.00. Other repairs cost about $30.00

EXHIBIT No. 588-1
DATE Aug. 18/48
FILED BY W. R. Hutchvale

Comments re Appraiser's report not covered above:

This is a 1½ storey frame building roofed with shingles. #1342 East Georgia Street, Vancouver. At date of evacuation no windows were broken. Verandah was in fair shape, but would have needed repair in the near future. No plaster was broken when I left. Verandah repair would have cost about $30.00. ~~M~~ Claimant insured place for $1200. just prior to evacuation. Custodian apparently rented the place for $20. per month after I was evacuated.

S. Toyama
Signature

Articles of Agreement

made in duplicate the 28TH. day of AUGUST in the year

of our Lord one thousand nine hundred and THIRTY ONE (1931)

BETWEEN SAMUEL CLARKSON AND ANNIE CLARKSON (WIFE OF SAID SAMUEL CLARKSON) BOTH OF 1334. EAST GEORGIS STREET, OF THE CITY OF VANCOUVER, PROVINCE OF BRITISH COLUMBIA

281 28-a.

State Full Name Address and Occupation

hereinafter called the "Vendor" of the one part

AND

SEIMATSU TOYAMA (EXPRESS-MAN) OF 1342. EAST GEORGIS STREET OF THE CITY AND PROVINCE AFORESAID

State Full Name Address and Occupation

hereinafter called the "Purchaser" of the other part.

WHEREAS the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of and from the Vendor the land, hereinafter mentioned, that is to say: ALL AND SINGULAR that certain parcel or tract of land and premises situate in the CITY OF VANCOUVER Province of British Columbia, and more particularly known and described as Lot SUBDIVISION "B" OF LOT FOUR (4)

EXHIBIT No. 588-2-
DATE Aug. 18/48
FILLED BY W.R. Hudsvale

of Block numbered EIGHTEEN (18)

in sub-division "B" of District Lot No. 182.
Group ONE (1) NEW WESTMINSTER district, according to the registered map of said sub-division deposited in the Land Registry Office, at the City of VANCOUVER in the said Province and numbered 5933.

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum of TWO THOUSAND TWO HUNDRED - - - - - - - - - - - - - - - - - - Dollars ($ 2.200.00.)of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of ~~THREE~~ TWO HUNDRED ~~-~~ FIFTY - - - - - - - - Dollars ($~~300.00~~ 250.00) on the execution of this Agreement (the receipt whereof is hereby acknowledged by the Vendor), and the balance as follows:

IN MONTHLY INSTALMENTS OF TWENTY FIVE ($25.00.) DOLLARS PAYABLE ON THE 28TH. DAY OF EACH AND EVERY MONTH UNTIL THE WHOLE WILL HAVE BEEN PAID. THE FIRST OF SUCH INSTALMENTS BEING DUE AND PAYABLE ON THE 28TH. DAY OF SEPTEMBER 1931.

FREE OF INTEREST

TOGETHER with interest on the monies from time to time owing under this Agreement, at the rate of _____ per cent. (_____%) per annum, payable

ALWAYS PROVIDED, HOWEVER, that the Purchaser may at any time within the above-mentioned period pay any portion thereof over amounts required by this Agreement or the balance of the purchase price and interest thereon to the date of such payments, unless this Agreement is rendered null and void as hereinafter provided.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: The Purchaser DOES COVENANT, to and with the Vendor, that he shall well and truly pay to the Vendor the sums of money above mentioned, together with the interest thereon at the rate as aforesaid, both before and after maturity, on the days and times in manner above mentioned:

AND also shall pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, and all instalments of principal and interest of local improvements, taxes and assessments now rated and charged, or hereafter rated and charged, against the said lands, including proportion of this year's taxes and charges from date of this Agreement:

PROVIDED that should the Vendor pay the said taxes the same shall be repayable forthwith by the Purchaser, with interest at the rate of Seven per cent. per annum from the date of such payment being made by the Vendor.

AND will insure and keep insured in the name of the Vendor any buildings which may be on said lands at this date, in a Company to be named by the Vendor, to their full insurable value; and will pay the Vendor all sums of money that may be paid by him for insurance premiums in respect of fire insurance on buildings on said premises during the currency of this Agreement, and the Vendor shall hold a charge or lien against the lands and premises for the amounts so paid, together with interest as well after as before maturity of this Agreement, at the rate of Seven per cent. per annum from the date of each payment.

AND it is further agreed that in the event of such insurance becoming payable through satisfaction of loss, the Vendor, upon receiving such insurance, shall treat the same as a payment on the property, which shall be credited to the Purchaser on this Agreement and will pay or cause to be paid to the Purchaser that part of such insurance remaining after retaining only sufficient to satisfy the Vendor's claims under this Agreement.

IN CONSIDERATION WHEREOF, and on payment of the said sums of money, with interest thereon as aforesaid, and the surrender of this Agreement, the Vendor does COVENANT with the Purchaser, to convey and assure, or cause to be conveyed and assured, to the Purchaser, by a good and sufficient Deed in fee simple, ALL the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED and DISCHARGED FROM ALL INCUMBRANCES, except rates, taxes and assessments, from and after this date, and instalments of local improvements, taxes and assessments, but subject to the conditions and reservations in the original grant thereof from the Crown, and such Deed shall be prepared by the Vendor at the expense of the Purchaser and shall contain the usual statutory covenants and the Vendor will then assign to the Purchaser any Insurance Policies then not matured on said buildings.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the said lands until default be made in the payment of the said sums of money above mentioned or the interest thereon, or any part thereof, on the days and times and in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement, and unless the payments above mentioned are punctually made at the time and in the manner above mentioned, and as often as any default shall happen in making such payment, the Vendor may at his option and in addition to his other remedies hereinunder, give to the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any such default shall continue these Presents shall at the expiration of such notice (if the Vendor shall so elect) be null and void and of no effect, and the Vendor shall be at liberty to repossess, re-sell and convey the said lands to any purchaser thereof, and all the monies paid hereunder shall be absolutely forfeited to the Vendor as liquidated and ascertained damages. The said notice shall be well and sufficiently given if delivered to the Purchaser or mailed under registered cover addressed to the Purchaser at

or at such other address as the Purchaser shall from time to time specify in writing to the Vendor.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale and in the lands herein described to any person whomsoever; and it is agreed that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

THE PURCHASER shall examine the title at his own expense.

THE VENDOR shall not be bound to furnish any abstract of title, or produce any deeds, declarations or other evidences of title, except those in the possession or control of the Vendor, and copies of the title deeds in the possession of the Vendor will only be furnished at the expense of the Purchaser.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges, conditions and liabilities contained in this Agreement shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

IN THE EVENT of this Agreement being registered, and in the event of default being made in any payment, or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of a satisfactory declaration that such default has occurred and is then continuing at the date of such production.

AND IT IS FURTHER AGREED that the taking of a Judgment or Judgments on any of the covenants herein contained shall not operate as a merger of such covenants or affect the Vendor's right to interest at the rate and at the time aforesaid.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body politic or corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered
BY THE VENDOR IN THE PRESENCE OF

State Full Name Address and Occupation of Witness

Walter V. Young
141 Hove Ave. Vancouver B.C.
Broker

Samuel Clarkson

Annie Clarkson

Signed, Sealed and Delivered
BY THE PURCHASER IN THE PRESENCE OF

State Full Name Address and Occupation of Witness

Walter V. Young

Seimaku. Toyama

FOR MAKER

I HEREBY CERTIFY that on the day of 19
at in the of
(whose identity has been proved by the evidence on oath of
who is) personally known to me, appeared before me and acknowledged
to me that the person mentioned in the annexed instrument as the maker thereof, and whose
name subscribed thereto as part and that he know the contents thereof, and that he
executed the same voluntarily, and of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at
British Columbia, this day
of in the year of our Lord one thousand
nine hundred and

A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits within British Columbia

FOR ATTORNEY

I HEREBY CERTIFY that on the day of 19
at in the of
(whose identity has been proven by the evidence on oath
of who is) personally known to me, appeared before me
and acknowledged to me that he is the person who subscribed the name of
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said Instrument as
the maker thereof, and is still alive to the best of his belief, and that he, the said
knows the contents of the said Instrument and subscribed the name of the said
thereto voluntarily as the free act and deed of the said
under authority of a power of attorney which has not been revoked.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at
British Columbia, this day
of in the year of our Lord one thousand
nine hundred and

A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits within British Columbia

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

90651 4/9/31.

A 1035 Vale

DECLARATION OF WITNESS

I, WALTER S. YOUNG of the CITY of VANCOUVER in the Province of British Columbia, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by SAMUEL CLARKSON AND ANNIE CLARKSON the parties thereto, for the purposes named therein.
2. The said instrument was executed at VANCOUVER, B. C.
3. I know the said parties and that THEY ARE of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

SWORN before me at VANCOUVER in the Province of British Columbia, this 3rd day of September 1931

A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits within British Columbia

DATED 28TH. AUGUST 1931.

SAMUEL CLARKSON &

ANNIE CLARKSON

AND

SEIMATSU JOYAMA

16

RCL FORM No. 11

Agreement

FOR SALE OF LAND

Lot SUB. "B" LOT 4.

Block 13.

D. L. 132. "B"

Rose, Cowan & Latta, Ltd., Legal Form Printers, Vancouver and Prince Rupert, B. C.

Date Paid		Principal	Interest	Paid to
1931 Sept	2	250 —	— —	26.
sep 28		25 —	— —	
oct	28	25 —	— —	
Nov	28	25 —	— —	
Dec	28	25 —	— —	
1932 Jan	28	25 —	— —	
feb	28	25 —	— —	
mar	28	25 —	— —	
april	28	25 —	— —	
may	28	25 —	— —	
June	28	25 —	— —	
July	28	25 —	— —	
agst	28	25 —	— —	
Sept	28	25 —	— —	
Oct		15		
Nov		15		
Dec		15		
Jan		15		
Feb		15		
MAR		10		
apr		15		
may		15		
June		15		
July				

EXHIBIT No. 5885-3
DATE Aug. 18 /48
FILED BY W. R. Hachiya

Re: Shomatsu Toyama - List of chattels

20.00	Kitchen cupboard	$25	00
150	Bookcase	15.	00
200	Bdle Pictures	5	00
1250	Bed Springs	25	00
50	Pick	1	00
200	Blde. C.C.Saws	5.	00
	Pair of Oars	2.	00
	Bdle. Bed Rails	15	00
	Bamboo Basket		50
	5 Boxes (Goods.)	10.	00
	Occasional Chair	5	00
	Sled	1.	00
	3 Baskets	3.	00
	Small Tub		50
	Settee	5	00
	2 Bdle. Blinds	2.	00
	Pr. Curtain Stretchers	1	50
	Bdle. Logging tools	20	00
	Rake		50
	Mop		25
	Crib	4.	00
	Wooden Tray	1	00
	Bed Ends	25	00
	2 Cartons	4	00
	Sack Kitchen Ware	5	00
	Bdle. Trays	3.	00
	3 Musical Instruments	2	50
	Bamboo Bookcase	1.	50
	2 Rice Tubs	2	00
	2 Rice Mallets	1.	50
	Small Carton China	25	00
	4 Dishpans	3	00
	2 Iron Pots	2	00
	Mattresses	5	00
	Carton Kitchen ware	15	00
	Screen		50
	Box Trays	5	00
	Kitchen Utensils	10.	00
		241.	25

	Bed springs	$25	00
	Garbage Can		50
	Wash boilder	1	50
	Bdle. Rake & Axe	1	50
	Carton Books	5	00
	Ironing Board		50
	Garden Tools	1	50
	Pan & Trays	1	50
	2 Bamboo Poles		50
	Roll Lino.	1	50
	Roll Blinds	1	50
	Sack Chains	2	75
	Kitchen chairs	3	00
	2 Gym Chairs	1	00
	3 Dressers	35	00
	Basket		50
	Boiler		25
	Box Dishes	20	00
	2 Lunch Kits	1	00
	Trunks	1	50
	Bdle. Shovels	2	50
	Bdle. Peeves	3	00
	Bed Rails	5	00
	Water Pail		50
	Chair	3	00
	Tub	1	50
	Crock	2	00
	Rice Block	1	00
	Canvas Bed	1	50
	Ice Cream Tub		
	Bath Tub	1	50
	Bench		
	Chest Drawers	15	00
	Tool Chest	2	00
	3 Boxes	5	00
	Cupboard	15	00
	Dining Table	15	00
	Kitchen Range.	15	00
		$194	00

TOYAMA S.
(Claimant's Name)

PERSONAL CHATTELS

07759
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
1929 Stewart Truck - 1 Ton	1929	New	$1350.00	Fair	$200.00
1 Kitchen Cupboard	1934	Used	40.00	Good	25.00
Bundle Logging tools	1936	Taken for debt of	40.00	"	35.00
Kitchen utensils	over several years	New	30.00	"	10.00
3 Dressers	1934-35-36	Used	$15. - $20. each	"	35.00
Dining Table (oak)	1938	"	25.00	"	15.00
Kitchen Range	1932	New	65.00	"	15.00

Description of Storage of Goods:

All chattels (except Truck) were stored in basement of my house.

EXHIBIT No. 588-4
DATE Aug 18/48
FILLED BY W. Stuckvale

General Statement as to Chattels not Described above:

It is impossible for me to give complete details of each and every item of my chattels. I brought up a family of 10 children of whom 7 were living with me at time of evacuation. I had sufficient kitchen ware, chinaware etc. for them all. I have therefore placed a value of $400. on my household goods. These cost me at least $900.00 and they were in good shape when I left.

Additional Comments, if any: T ruck license for 1942 cost $29.50. Tires were good.

S. Toyama
Signature

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 11185 EXHIBIT No. ____

NAME Shomatsu TOYAMA

REG. No. 07759

DATE	INVENTORY (Warehouse)	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION July 7/42 EVACUATION Aug. 12/42	TAKEN BY Custodian DATE Sept. 8, 1942			AUCTION	TENDER &c		
"Stored in the basement of 1342 E. Georgia St. Vancouver, B.C. Key will be left with Custodian.	Kitchen Cupboard Bookcase Bdle Pictures Bed springs Pick Bdle C.C. Saws Pair of Oars Bdle Bed Rails Bamboo basket 5 boxes Occasional chair Sled 3 Baskets Small tub Kitchen utensils Settee 2 Bdle Blinds Pr. Curtain stretchers Bdle Logging tools Rake Mop Crib Wooden tray Bed ends 2 Cartons Sack Kitchenware Bdle Trays 3 Musical Instruments Bamboo bookcase 2 Rice Mallets 2 Rice Tubs Small carton China 4 Dishpans 2 Iron pots Mattresses Carton Kitchenware Screen Box Tray 4 Bed Springs Garbage Can Wash boiler Bdle Rake & Axe Carton books Ironing Board Garden tools Pan & Trays 2 Bamboo Poles Roll Lino Roll Blinds Sack Chains Kitchen chairs 2 Gym Chairs 3 Dressers Basket Boiler Box dishes 2 Lunch Kits Trunk Bdle shovels Bdle Peeves Bed Rails Water Pail Chair Tub Crock Rice block Canvas bed Ice cream Tub Bath tub (over)	(Page 2 /5d) Truck 200.00 List of chattels as follows:- Kitchen cupboard Bookcase Bdle Pictures Bed Springs Pick Bdle C.C. Saws Pair of Oars Bdle Bed Rails Bamboo basket 5 Boxes Occasional chair Sled 3 Baskets Small Tub Settee 2 Bdle Blinds Pr. Curtain Stretchers Bdle. Logging tools Rake Mop Crib Wooden Tray Bed Ends 400.00 2 Cartons Sack Kitchen Ware Bdle Trays 3 Musical Instruments Bamboo Bookcase 2 Rice Tubs 2 Rice Mallets Small carton china 4 Dishpans 2 Iron pots Mattresses Carton Kitchen Ware Screen Box Trays Kitchen Utensils Bed Springs Garbage Can Wash boiler Bdle Rake & Axe Carton Books Ironing Board Garden Tools Pan & Trays 2 Bamboo Poles Roll Lino Roll Blinds Sack Chains Kitchen chairs 2 Gym Chairs 3 Dressers Basket Boiler Box Dishes 2 Lunch Kits Trunks Bdle Shovels Bdle Peeves Bed Rails	15.00	Sold to L. Pinto Sep'		
				3.50	12 Picts.		
				9.50			
				1.50	& shears		
				3.00 2.00	5 C.C.saws		
				1.20	wool & sundries		
				2.25	& Chair		
				.95			
				4.00			
				1.25	& sundries		
				.50			
				4.00			
				1.75	& Vase		
				.75	one		
				8.50			
				4.00	& Sundries		
				.50	& bake pan		
				2.20	Axe sledge		
				2.50			
				.90	& Sundries		
				1.90	& Sundries		
				2.50			
				1.00	& Sundries		
				13.50	9-11		
				3.50	1 Dresser		
				.60			
				1.75	3 Lunch kits		
				1.50			
				2.60			
				1.75	& oars		

: No. 11185 EXHIBIT No. _____ CASE No. _____

. No. 07759 VENUE LETHBRIDGE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANY TIME	ABANDONED	NOT ACCOUNTED FOR THEFT &C	UNSOLD	REMARKS
CTION	TENDER &c							
	15.00 Sold to L. Pinto Sept. 11/42- Appraised by McDermott Motors Ltd. June 19/42- $15.00 reported in very poor condition.							
3.50	12 Picts.							
9.50								
1.50	& shears							
3.00								
2.00	5 C.C.saws							
2.25								
1.20	wool & sundries							
2.25	& Chair							
.95								
4.00								
1.25	& sundries							
.50								
4.00								
								Heater $8.75 and Wardrobe $5.25 transferred from SATO to TOYAMA per arrangement with SATO.
1.75	& Vase							
.75	one							
8.50								
4.00	& Sundries							
.50	& bake pan							
2.20	Axe sledge							
2.50								
.90	& Sundries							
1.90	& Sundries							
1.80								
2.50								
1.00	& Sundries							
13.50	9-11							
3.50	1 Dresser							
.60								
1.75	3 Lunch kits							
1.50								
2.60								
1.75	& oars							

EXHIBIT No. 588-6
DATE Aug. 18/48
FILLED BY G. R. A. Rise

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 11185 EXHIBIT No. _____

NAME Shomatsu TOYAMA

REG. No. 07759

DATE	INVENTORY (Warehouse)	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION July 7/42	TAKEN BY Custodian			AUCTION	TENDER &c		
EVACUATION Aug. 12/42	DATE Sept. 8, 1942						
	Bench	Water Pail		.80	Oil can & sundries		
	Chest of Drawers	Chair					
	Tool chest	Tub		2.00			
	3 Boxes	Crock		4.20	2 crocks		
	Cupboard	Rice Block					
	Dining table	Canvas Bed					
	Kitchen range"	Ice cream tub		1.50			
		Bath Tub		5.00	3 tubs & high chair		
		Bench					
	The above plus	Chest Drawers		2.75			
	heating stove	Tool Chest					
	was signed by TOYAMA	3 Boxes					
	November 26, 1942.	Cupboard					
		Dining Table		2.25			
		Kitchen Range		17.00			
		Total Claim Personal Property	$ 600.00	124.90	15.00		
				9.20	Kitchen sundries		
				51.45	Furniture "		
				4.50	Musical Instruments "		
				7.15	Chinaware "		
				11.30	Miscellaneous		
				$ 208.50	Total of Auction Sales credited t		

RECAP:

Japanese Claim	200.00	Sold for	- 15.00	as shown above
" "	400.00	" "	208.50	as Auctions
Total Claim Personal Property	$ 600.00			

o. 11185 EXHIBIT No. _____ CASE No. _____

o. 07759 VENUE LETHBRIDGE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANY TIME	ABANDONED	NOT ACCOUNTED FOR THEFT &C	UNSOLD	REMARKS
80	Oil can & sundries							
00								
20	2 crocks							
50								
00	3 tubs & high chair							
75								
2 5 .00								
90	15.00							Radio sold at Auction Dec. 20/43 for $17.00 and credited TOYAMA.
20	Kitchen sundries							Gross amount of Auction sales in addition to above is $208.50 which has been credited, less expenses, and remitted to TOYAMA on his statement that all of it belonged to him. Since remittance some evidence indicates that a Mrs. SHUTO could be entitled to some of the amount forwarded; amount not determined.
45	Furniture "							
50	Musical Instruments "							
15	Chinaware "							
30	Miscellaneous							
50	Total of Auction Sales credited to Shomatsu TOYAMA							

- 15.00 as shown above

208.50 as Auctions

Detachment
Seizure No. T 151
For use when applicable.

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

EXHIBIT No. 588 - 6
DATE Aug. 18/58
FILED BY G.E.A. Rice

Detachment File No.
Sub-Division File No.
Division File No. E269-G-13-3
Headquarters File No.

Detachment
Sub-Division
Division (E)
Date March 14 1942

Re: Shiyomatsu TOYAMA 130 Gore Ave., Vancouver, B. C.

On March 14 1942, I Goodfellow K.E.

Came into possession of the following goods by:-

SURRENDERED UNDER O.I.C. P.C. 1486
State Briefly Authority, Etc., whether by search warrant, etc.

No. of Pkgs.	Capacity or size	Description of contents Details to be given in full

LICENSE NO. (42) C2252
MAKE & MODEL Stewart Truck 29
SERIAL NO. 21X3959
ENGINE NO. 11020
SPEEDOMETER READING 72819
CONDITION Poor

TIRE NUMBERS 4

EXTRA EQUIPMENT Nil

DESCRIPTION & CONDITION
VERIFIED
Appearance Very Poor

"S. Toyama"
Signature of Owner
Japanese Registration No. 07759

Handed over to representative of
Custodian whose signature in receipt
thereof appears hereunder.

"G. F. Cruise"

DATE:
March 14/42

"K.E. Goodfellow"
Signature of Member submitting Report.

I hereby certify that the foregoing words are a true copy of the original
whereof they purport to be a copy.
Date: October 12, 1948.

E. Le Cause

SPECIFIED ARTICLES MEMORANDUM

File No. 11185 October 1, 1945.

Re: Shiyomatsu TOYAMA, Reg. No. 07759

Article	Description	Appraised Value
Truck	Steward (1929) Serial No. 21X3959, Engine 11020. Condition: Poor Licence C2252 (1942) T. 151	Appraiser: H. Grone, McDermott Motors

Surrendered to RCMP, March 14, 1942.

Sold by Custodian, Sept. 11, 1942, to L. Pinto

Sale Price $15.00

Expenses 15.00

Balance credited NIL

"F. Matheson"

FM

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EXHIBIT No.

DATE Aug. 18/48

FILED BY G.E.A. Rice

JOHNSON, REEVE and WATSON

Bank of Nova Scotia Building,
602 West Hastings Street,
Vancouver, B. C.

2nd August, 1943.

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

File No. 11185,

Dear Sir:

Catalogue No. 112
Sub. "B" of lot 4 Block 18 D.L. 182 "B"
1342 East Georgia Street.

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

Location -	Poor East End dwelling neighbourhood.
Land	25 feet frontage 122 ft. depth 17.87' wide at lane,
Building	1½ storey frame house 20' x 26' plus 1 storey 6' x 6' concrete foundation, siding walls, shingle roof, 1st floor, 3 rooms and pantry. 2nd floor, 3 rooms and bathroom. Basement concrete floor (no furnace".
Condition	Front verandah in very bad condition and back verandah collapsing. Siding warped and broken. Front gutter rotten. Several broken windows. Plaster broken and some patched roughly. No sash cords in windows. Painting and decorating needed except 2 rooms.
Rent	$20.
City Assessment	$1,035 (Land $285 Building $750)
Taxes	$33.
Appraisal	We are of the opinion that the market value of this property is not more than $700.

Yours faithfully,

JOHNSON, REEVE & WATSON,
per : (Signed) D.W. Reeve

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
Date: October 12, 1948.

E. LaCasse

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EXHIBIT No.

DATE Aug. 18/48

FILED BY G.E.A. Rice

File No. 11185 -- SUMMARY -- June 17th, 1946.

REAL ESTATE Reg. No. 07759

Catalogue No: 112,

Japanese Name: Shomatsu TOYAMA

Civic Address: 1342 East Georgia Street, Vancouver, B. C.

Legal Description: Subdiv."B" of Lot 4, Block 18, Subdiv."B", District Lot 182, Plan 5933, City of Vancouver, B. C.

Classification: Dwelling and Garage

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

Registered in name of: Seimatsu TOYAMA which according to the file is one and the same as Shomatsu TOYAMA. The spelling of Shomatsu and Seimatsu for the same name is permitted.

Title: Clear.

Sold to: Andrew Pardek for $700.00 cash as Sept. 8th, 1943.

Title delivered to: Andeew Pardek Nov. 23, 1943. Certificate of Title No. 91603L. TOYAMA in registration dated July 7th, 1942 by his wife in his behalf states that the Certificate of Title in his name was in his wife Naka TOYAMA's possession. It was written for but the file does not reveal that it was received by this office. The application to register the Deed to Pardek as Sept. 28th, 1943 does not contain any reference to old Certificate No. 72513L.

Funds released to: the accout of Shomatsu TOYAMA as Nov. 22, 1943.

Chattels: Not involved

Fire Insurance: Transferred to new owner as at date of sale.

The above Summary is in accordance with the information on file, June 17th, 1946.

"B.R. Dusenbury"
B.R. Dusenbury,
Administration Department.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
Date: October 12, 1948.

E. La Casse

June 17, 1946.

File No.
11185

-- SUMMARY --

-- REAL ESTATE --

Shomatsu TOYAMA,
Reg. No. 07759

1342 East Georgia St.
known as
Sub. "B" of Lot 4/18 of
" "B" Dist. Lot 182,
Plan 5933,
Vancouver, B. C.

Assessed Value, 1943,

Land - $285.00
Improvements 750.00

Appraised Value $700.00
Johnson, Reeve & Watson,

Sale Price - $700.00

"B.R. Dusenbury"
B.R. Dusenbury,
Office of the Custodian.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
Date: October 12, 1948.

E. LaCasse

File No. 11185 -- SUMMARY --- June 17th, 1946.

-- GENERAL --

Re:- Shomatsu TOYAMA
Reg. No. 07759

On Page one of registration by TOYAMA dated July 7, 1942 he declares ownership in 1342 East Georgia Street, Vancouver, B.C. His declaration wishes that the Custodian take full charge of this property. Ker & Ker Ltd., were named by this office as agents to manage the property. They reported at length as of July 25, 1942. The premises are described by them as an old type frame House with no furnace and heated by stoves. Considerable furniture is noted by them at this address. Subsequently this was removed to our warehouse at 992 Powell Street, the file indicating the disposition made of same. A Mrs. NISHI occupied the premises from July 21, 1942 to August 31st, 1942 and thereafter it was rented to a Mr. Johnstone, later to Strelaeff, at the rate of $20.00 per month by Ker & Ker, Ltd. Rentals were collected regularly at this rate until the date of sale of the property. Very little was spent for repairs or upkeep.

No unusual attention was required in the administration of these premises.

The above summary is certified to in accordance with the information on file June 17th, 1946.

"B.R. Dusenbury"
B.R. Dusenbury,
Administration Department.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
Date: October 12, 1948.

E. L. Lasse

TOYAMA, Shomatsu

1342 Georgia St., Vancouver, B. C.

Evac. File #11185

Picture Taken April 29, 1943.

EXHIBIT No. 588-9
DATE Aug. 18/48
FILED BY Gra Rice