

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
<u>PERSONAL PROPERTY</u>										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing		45% of amount in next preceding column		
						% of Total	Amount	% of Total	Amount	% of Total
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price		Total	
							% of Total	Amount	% of Total	Amount
200.00	70.90		35.45%	155.00						750.00
		21.27			54.95					76.22
TOTAL RECOMMENDATION										826.22

CASE NO: 591.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,

August 19th, 1948.

IN THE MATTER OF THE CLAIM OF

TOSHIO YAMASAKI.

PROCEEDINGS AT HEARING.

Original.

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 R.M. EDMANSON, SUB-COMMISSIONER)

10

Lethbridge, Alberta,  
 August 19th, 1948.

IN THE MATTER OF THE CLAIM OF  
TOSHIO YAMASAKI.

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.

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MISS LILLIE THOMAS, Secretary.  
 MRS. LUCIE HANDFORD, Official Interpreter.  
 S.R. HOWARD, Esq., Official Reporter.

30

T. Yamasaki,  
In Chief.

THE SECRETARY: Base No. 591, Toshio Yamasaki.

MR. HUCKVALE: Now, before I begin this claim, sir,

I had some correspondence with the Custodian  
some time after the claim was filed.

THE SUB-COMMISSIONER: Yes.

MR. HUCKVALE: There was an obvious error in the

original claim in that this house was valued,  
o on which the claim is based, at \$2600.00 and then  
through, I think a typographical error, the form  
10 showed the amount that the Custodian sold and  
credited to the account of this claimant at the  
sum also of \$2600.00, leaving a net of nil.  
I wrote to the Custodian and I think in his office  
it was straightened out and the actual selling  
price was \$750.00.

THE SUB-COMMISSIONER: I see.

MR. RICE: Did you get an analysis on this?

MR. HUCKVALE: On the Custodian's file there is  
absolutely nothing. I got no analysis. I obtained  
20 no analysis, nothing; there was nothing on the  
Custodian's file.

MR. RICE: My learned friend could have very easily  
obtained it.

MR. HUCKVALE: I gave this form to my friend a month  
ago and that fact is stated on the form. My  
friend was out of town and because of the fact  
that he was out of town, how could I get it?

MR. RICE: He could have written or asked for it or  
all he had to do was to telephone.

30 MR. HUCKVALE: All right. Let me just read the form

T. Yamasaki,  
Discussion.

which I am about to file and which has been in my friend's office for at least a month.

"No appraisal has been sent to claimant and none to his lawyers."

That is the first statement.

"No appraisal is on Custodian's file."

10 That is the second statement on it. And on the personal chattels form I say that there are no auction sheets and no personal property analysis on the Custodian's file. Now I can't make it any plainer than that for my friend.

THE SUB-COMMISSIONER: Are they available now?

MR. HUCKVALE: When the file was turned over to me, there was nothing on it and that is true of a good many others.

THE SUB-COMMISSIONER: Well would you rather proceed with this this afternoon then?

MR. HUCKVALE: No, I will go ahead with it. Our claim is so obvious in this case.

20 MR. RICE: Then it wasn't worthwhile ranting about.

MR. HUCKVALE: I take it my friend does not read them when I hand them back to him.

MR. RICE: No, I don't. As a matter of fact, I obliged my friend by turning the files over to him first before I ever even looked at them.

MR. HUCKVALE: But there was nothing on them, though.

MR. RICE: Well, ---

30 THE SUB-COMMISSIONER: --just a minute now; one at a time.

T. Yamasaki,  
Discussion.

MR. RICE: He got them two weeks before the hearings opened.

MR. HUCKVALE: And the hearing has been going on for three weeks, so that makes a total of five weeks that he has had them. I said a month, so I was wrong, perhaps, and I should have said that it was five weeks that he has had them and still I have not been able to get an analysis or anything else.

MR. RICE: The auction sheets are available if my  
10 learned friend wants them.

MR. HUCKVALE: They are available to you but not to me.

MR. RICE: They are available to you now, if you wish to look at them, and they have been right along, too, if you had compunction enough to ask for them.

MR. HUCKVALE: I don't know anything about them. I never saw them.

MR. RICE: If my friend doesn't think it worth while asking for them, it isn't up to me; it is up to him to ask for them if he wants them.

20 MR. HUCKVALE: I don't know how much plainer I could put it than I did on the forms. When I 'phoned my friend's office prior to the hearing commencing, he was away in beautiful Waterton and he had the keys for the files, the place where they were kept, with him, so his office advised me. What have I got to do, break into the place to get them?

THE SUB-COMMISSIONER: Of course, Mr. Huckvale, as you pointed out, the hearings have been going on for two weeks and a half now. Did you ask for them  
30 during this time?

T. Yamasaki,  
Discussion.

MR. HUCKVALE: Well, sir, I 'phoned my friend's office and was advised that he was at Waterton Lakes and that the drawer in which these files were kept was locked, and that was prior to the opening of these hearings. In the meantime, he had in his office and in his possession these forms on which I made the notations.

MR. RICE: I had nothing of the kind. At that time my learned friend was using the files.

10 MR. HUCKVALE: He most certainly did have the files.

MR. RICE: I wasn't turning the files over or, that is, turning my office over to my learned friend to go in and dig out what files he wanted.

MR. HUCKVALE: The weekend before we started my friend was out of town and I 'phoned his office and I couldn't get anything at all.

MR. RICE: My learned friend has had two or three weeks to have asked for this information if he wanted it.

20 MR. HUCKVALE: I did ask for it, but I can't put it any plainer than what I did on the forms.

MR. RICE: That isn't a letter or anything else. That is something that was stuck in a file and buried.

MR. HUCKVALE: It was probably buried if my learned friend doesn't choose to read what is there.

MR. RICE: I have got something else to do besides waiting on my learned friend and looking over what he puts on forms. I didn't go over the forms to find what he had written on them.

30 MR. HUCKVALE: I don't know how I could make myself any

T. Yamasaki,  
Discussion.  
In Chief.

clearer than by stating in writing on the forms what was needed and what was missing.

THE SUB-COMMISSIONER: Well, we aren't getting any place by discussing it now. Let us go ahead and get the evidence in.

TOSHIO YAMASAKI, the claimant herein,  
being first duly sworn,  
testified as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

10 Q You have a claim for a dwelling house, Mr. Yamasaki?

A Yes.

Q And that dwelling house was described as part of Lot "C", 1.02 acres more or less of Section 12, Block 3, North, Range 7, West, Map 2171, as shown and lettered "M" on Sketch deposited No. 5022 in the District of New Westminster?

A Yes.

Q Is that a correct description of this property?

A Yes.

20 Q Now that property, as I understand it, was registered in the name of a company known as United Marine Products Limited; am I correct?

A Yes.

Q Is that right? A: Yes.

Q And the shareholders of the company built houses or other buildings on land registered in the name of the company?

A Yes.

30 Q Now was there an arrangement made to have that land divided amongst the shareholders?



T. Yamasaki,  
Direct Exam.

A There is two men that are the same shareholders  
as me right there.

Q But was the digision to be made?

A When I made arrangements to build the house, this  
man looks after like, well, was manager; we made  
arrangements with him to buy that lot.

Q To buy the lot? A: Yes,  
but I just found out from them here just now, a  
little while ago, that the United Marine Products  
they didn't have the understanding to sell the  
lots yet.

10

Q Do you know a man named Takahashi?

A Yes.

Q What did he have to do with the United Marine  
Products Limited? A: He is  
more like a manager. There is two pals of mine  
right there (indicating) that knows about it.

Q That is all right. You know Mr. Takahashi?

A Yes.

20

Q And what relationship was he to United Marine  
Products? A: I believe  
he had about half of the shares.

Q Well, was he the manager or something like that?

A Yes, one of the managers or directors.

Q Did you get that letter (indicating) from Mr.  
Takahashi concerning this land of yours?

A Yes, I had written to him and that is the answer.

MR. HUCKVALE: This letter is addressed to the claimant,  
sir, and reads, "In reply to your letter, your  
house located on the property",

30

T. Yamasaki,  
In Chief.

which he describes.

"The property belonged to United Marine Products Limited. We did not have time to subdivide the property as we planned, and I wrote to Custodian that it is belonged to you so you can claim whatever you think its right".

I will put that in, sir.

(LETTER MARKED EXHIBIT NO. 1).

10 MR. HUCKVALE: The fact is, of course, that the Custodian did sell the property.

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

A Yes.

Q And read it over? A: Yes.

Q Have you read it over?

A Yes.

Q And is it correct? A: Yes, it is.

Q Will you sign it, please?

20 A (Witness complies).

Q And you say that the statements contained in this form are true? A: Yes, true to my knowledge.

MR. HUCKVALE: I will tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Q: Now I believe you had some Occidental friends by the name of Douglas, is that correct?

A Yes.

Q So far as your house and chattels were concerned,  
30 what arrangements did you make with Mr. and Mrs.

Douglas at the time that you were being evacuated?

A Well I rented the house for a dollar per year to make it legal that he keeps up the house, paint and everything, and pay the taxes, and I thought it would be better than just leaving the house alone.

Q Was the house located in a damp area?

A Well I guess B.C. is pretty damp.

Q In other words, your idea was that the house would be better preserved if it were occupied; is that right?

A: Yes.

Q And were these Douglas people friends of yours?

A Yes.

Q And were they decent, nice, careful sort of people?

A Yes, they were.

Q Now I will just show you this lease (indicating). Is that the copy or a duplicate of the lease that you entered into with Mr. Douglas?

A No, this is not the duplicate; this is the original.

Q Well that is the one signed by both you and A.F. Douglas; is that right?

A Yes.

Q Which says that he has it for the duration of the war for one dollar?

A: Yes, that is true.

Q With a proviso for re-entry by you on your return to Steveston?

A: Yes.

MR. HUCKVALE: I will tender that, sir.

30 (LEASE MARKED EXHIBIT NO. 3).

T. Yamasaki,  
In Chief.

MR. HUCKVALE: Q: Did you insure the place?

A Yes.

Q ,And that was done just prior to your evacuation,  
too?

A: Yes.

Q Is that the policy (indicating)?

A Yes, that is the policy.

Q Where you insured for \$2000.00 the building, and  
\$500.00 for the contents?

A Yes.

10 Q The policy reads that "all chimneys are of brick  
built from the ground; the foundations are  
of concrete continuous under all exterior  
walls".

A Yes.

Q And you did this because you were about to be  
evacuated, is that correct?

A Yes, that is correct.

MR. HUCKVALE: I will tender that, sir.

(POLICY MARKED EXHIBIT NO. 4).

20 MR. HUCKVALE: Q: Now I want to show you a photograph.  
Will you tell me what it is a picture of?

A That is my house.

Q That is the house that you built on this property  
that we have been discussing?

A Yes.

Q Do you know when that photograph was taken?

A Taken this summer.

Q In 1948?

A: Yes.

Q How did you happen to get it taken this summer?

30 A My friend was in Vancouver and he went over to take

T. Yamasaki,  
In Chief.

a picture of it.

Q Now in your form that has been filed as Exhibit 2,  
you said the house had a full basement?

A Yes.

Q Well is this what you call the basement (indicating),  
this bottom row of windows?

A Yes.

Q Why is the basement elevated like this?

A That is low country. This is an island and you  
10 can't put a basement down below.

Q If you dig there you strike water, is that it?

A Yes.

Q So what we call a ground floor, that is what you  
call a basement, is that right?

A Yes.

Q And then you had a floor above the basement?

A Yes.

Q And a floor above that again?

A A half floor above again.

20 Q So that if it is described as one and a half storey  
house, to us it would appear as being two and a  
half storeys? A: Yes.

Q Now at the time you left, was the house in as  
good condition as the photograph shows it to be  
in 1948? A: Yes, sir,

it was probably better.

Q It was probably better, was it, in '42?

A Yes, the house was built in 1938.

Q But was it in good condition in '42?

30 A Yes.

T. Yamasaki,  
In Chief.

Q And was the paint in good condition in 1942?

A Yes.

MR. HUCKVALE: I tender that photograph, sir.

(PHOTOGRAPH MARKED EXHIBIT NO. 5).

MR. HUCKVALE: Now you also claimed, Mr. Yamasaki, for  
a list of chattels, is that right?

A Yes.

Q Will you take a look at this form (indicating) and  
read it, please? A: This is

10 a headache.

Q Have you read that over?

A Yes.

Q And is that your signature on it?

A Yes, that is my signature.

Q And are the particulars given in it true and correct  
to the best of your knowledge, information and  
belief? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 6).

MR. HUCKVALE: Now I take it my friend can file his  
20 analysis.

MR. RICE: Do you wish it filed now?

MR. HUCKVALE: Well it is yours.

MR. RICE: You are the one who wants it filed.

MR. HUCKVALE: It isn't mine to file.

(ANALYSIS MARKED EXHIBIT NO. 7).

MR. HUCKVALE: Q: You gave a list of your chattels as  
a supplement to your claim when it was first  
prepared? A: Yes.

Q Is that correct? A: Yes.

30 Q Did Mr. Douglas or Mrs. Douglas have any right to

T. Yamasaki,  
In Chief.

use any of these chattels after you had gone?

A No. I mean just a kitchen range and heater and the living room suite, sofa and those, but whatever was set out of the supplement there, that was left upstairs in the west end room and it was not for them to use.

Q Now, judging by that personal chattelform which you just read, most of your stuff was practically new, was it not?

10 A Well I wouldn't say that; there is some was new, some little used and some a little old.

Q Now you had three double beds, is that right?

A Yes.

Q What condition were they in when you left?

A Fair.

THE SUB-COMMISSIONER: What kind of a bed would they be, now?

MR. HUCKVALE: I beg your pardon, sir?

THE SUB-COMMISSIONER: What kind of a bed would they be?

20 I mean was it a Simmons bed or a wooden bed or what was it, just to give us some idea?

MR. HUCKVALE: Q: Can you tell us what kind they were?

A The beds was just iron and tin.

THE SUB-COMMISSIONER: Q: Iron?

A Yes, iron and tin.

MR. HUCKVALE: Q: Were they complete with springs and mattresses?

A: Yes.

Q Would you consider them worthless?

A No, I think they are worth the money.

30 Q Well what condition were those beds in when you saw

T. Yamasaki,  
In Chief.

them last? A: Fair to good.

Q Fair to good? A: Yes.

Q Now you had some Japanese quilts, is that correct?

A Yes.

Q What condition were they in?

A They were good.

Q What were they made of; silk or cotton or linen or what?

A: Well I wouldn't know the material, the outside material, but the inside was all sheep fleece.

Q Of what? A: Sheep's wool.

Q Sheep's wool inside? A: Yes.

Q Who made them? A: My mother did.

Q Was she a good seamstress or a bad one?

A Well I wouldn't know.

THE SUB-COMMISSIONER: Well you will admit she is good.

MR. HUCKVALE: Q: Do you think they were well made?

A Yes, they were well made. We never used those.

Q They were never used? A: No.

20 Q Were they absolutely clean?

A Yes.

Q Were there any rips or holes in them?

A No, sir.

Q Now you had some Japanese cushions and pillows?

A Yes.

Q What condition were they in?

A Good.

Q Had they ever been used? A: No, they weren't used either.

30 Q Never used at all? A: No.



T. Yamasaki,  
In Chief.

- Q Brand new? A: Yes.
- Q You had a 9 x 9 linoleum rug, is that right?
- A Yes.
- Q What shape was it in when you left?
- A Fair.
- Q Did it have a pattern on it?
- A Yes, a pattern.
- Q Or plain? A: It had a  
pattern.
- 10 Q Was it worn? A: No, the pattern  
was still there when I left.
- Q Were there any holes in it?
- A No.
- Q Had it had very much use?
- A I guess so.
- Q It had had some use? A: Oh yes.
- Q Well, when you looked at it at the time you left,  
the last time you saw it, did you think it was  
saleable or not?
- 20 A Yes, it was saleable.
- Q And then you had linoleum rugs in the bedroom,  
dining room and kitchen?
- A No, it wasn't a rug; it was just like this  
[indicating] which covered the whole floor.
- Q Covered the whole floor? A: Yes.
- Q Was it a plain linoleum or did it have a pattern?
- A Pattern.
- Q And what condition was it in?
- A Good.
- 30 Q Was it worn out? A: No, sir.

T. Yamasaki,  
In Chief.

Q Or torn? A: No.

Q Do you think it had several years of life ahead  
of it? A: Yes.

Q Is that true of the other linoleum rug, too?

A Yes.

Q Have you ever been told by the Custodian what  
happened to those articles?

A No, sir.

Q Did you ever receive any auction sheets from him?

10 A No, sir, I never received nothing.

Q I think the only thing you told me was that you  
received one statement, is that correct?

A When you told me my house was sold, I wrote to  
the Custodian and wanted to know the particulars  
and this is the particulars I got.

Q And that was got by your asking for it?

A Yes, my asking for it.

Q And this shows, as a matter of interest, that the  
proceeds of an auction sale held on June 19th,  
20 was \$69.01, that was June 19th, 1945, and then on  
January 12th, 1946, it shows the proceeds of an  
auction sale at \$1.41 for a whole household full  
of furniture? A: Yes.

Q Will you answer my friend, please.

THE SUB-COMMISSIONER: Do you want to file that statement?

MR. HUCKVALE: Yes, I will put it in, sir.

(STATEMENT MARKED EXHIBIT NO. 8).

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

30 I am submitting that the chattels sold by the

T. Yamasaki,  
Cross-Exam.

Custodian were sold at their fair market value.  
I am submitting that the chattels that there is no  
record of, that the Custodian has no record of,  
that those chattels were turned over by the  
claimant to a person other than the Custodian and  
the Custodian is not responsible for their loss.

10 MR. HUCKVALE: I don't like to interrupt my friend,  
sir, but I would like to point out that there  
are no such chattels according to the analysis  
that I have just seen.

THE WITNESS: I beg your pardon; when I left that  
place, Mr. Douglas was looking after the place  
and I reported to the Custodian before I left  
Vancouver; I made a report and I put everything in  
of them and there is a duplicate, Mr. Huckvale,  
right there (indicating).

MR. HUCKVALE: Yes.

20 THE WITNESS: Right underneath there (indicating) the  
lefthand paper, that is a duplicate of what I left  
with the Custodian.

MR. HUCKVALE: Q: That list which was attached to  
your claim? A: Yes, so the  
Custodian can't say that I never left anything  
with them of what I left in B.C.

CROSS-EXAMINATION BY MR. RICE:

Q On the 14th of May, do you remember completing a  
form known as the J.P. form?

A Yes.

30 THE SUB-COMMISSIONER: '42?

MR. RICE: '42, yes.

A Yes.

Q In your statement of personal property you say, the personal property owned by you, that the household furniture, fixtures, etc., were leased to Mr. Alexander Fleck Douglas after evacuation for the duration?

A Yes, that is true.

Q And you signed that? A: Yes.

10 Q That you leased your house and your furniture?

A Yes.

Q And contents to Mr. Douglas? A: Yes.

But why did the Custodian have the right to sell my house; I want to ask you that.

Q I won't take up that argument with you.

A Why didn't he leave my house alone then, if that was the case?

Q You will have to argue that out with my learned friend. You also wrote the Custodian on October  
20 3rd, 1942, did you not? I show you the letter (indicating).

THE SUB-COMMISSIONER: The same year?

MR. RICE: 1942, October 3rd.

Q Is that your signature, or did you have somebody write it for you?

A That is my signature. I have no claim for fishing nets.

Q I know you haven't.

A "I have disposed all of my nets before leaving  
30 Steveston and I have no nets to declare". Yes,

T. Yamasaki,  
Cross-Exam.

it is true; I wrote that.

Q I will read this.

10 "Answering to your letter of September 20th about fishing nets, I have disposed all of my nets before leaving Steveston and I have no nets to declare. Furthermore, I was independent fisherman so Great West Cannery have nothing to do with nets. I never left nothing in care of Great West Cannery. I have left my house and chattels in care of Mr. A.F. Douglas."

I tender that as an exhibit, your Honour.

(LETTER MARKED EXHIBIT NO. 9).

MR. RICE: Q: Your property or your house was located on a property of United Marine Products?

A Yes, sir.

Q And you owed ground rent, did you not, for the year 1939?

20 A: No, sir. I paid rent until 1942 when I left there and since then with me and Mr. Douglas agreement, he is supposed to pay the rents.

Q Mr. Douglas was supposed to pay the rents?

A YYes, I think we have one letter, Mr. Huckvale.

MR. HUCKVALE: Q: Here is a letter here saying he had done it, is that right?

A Yes.

MR. RICE: But there was ground rent owing on the property apparently for '39, '40, '41, '42, '43 of \$35.00 and \$20.00 for '44?

30 A Yes, I see that letter.

T. Yamasaki,  
Cross-Exam.

Q That is a proper charge against the property, is it?

A: Yes.

MR. RICE: I would like to file that as an exhibit.

THE SUB-COMMISSIONER: Was it charged up to his account?

MR. RICE: It was charged to his account.

THE SUB-COMMISSIONER: Well that clears it up.

MR. HUCKVALE: According to a letter from Mr. Douglas, Mr. Douglas said, and it is dated November 6th, 1943, this letter, in which he says:

10 "We are keeping your house as much like you left it as possible. We have paid the taxes and water so that is settled again for another year."

That is dated November 6th, 1943.

THE SUB-COMMISSIONER: Water and taxes, but he never said he had paid the ground rent.

MR. HUCKVALE: He said water and taxes.

A That is what you call the ground rent.

THE SUB-COMMISSIONER: The taxes?

20 A Yes, as the land doesn't belong to me now, it belongs to the United Marine Products Limited, so why should we pay taxes unless it might be rent.

(LETTER , AUG.18, 1947, MARKED EXHIBIT NO. 10).

MR. RICE: I would like also to submit as an exhibit, your Honour, the real property statement showing the assessment and the sale of the property.

(STATEMENT MARKED EXHIBIT NO. 11).

MR. RICE: That is all, thanks.

MR. HUCKVALE: I take it there is no appraisal.

30 MR. RICE: No.

RE-DIRECT EXAMINATION BY MR. HUCKVALE:

Q Did you get this letter from Mr. Douglas of  
November 6th, '43?

A Yes.

MR. HUCKVALE: I will put that in. I would like it to  
go on record in view of this claim of my friend's  
that there were some chattels of which the  
Custodian had no record of, which is all nonsense  
according to his own analysis.

10 The analysis reads as follows:

"Claim represents copy of inventory",  
and that is the inventory taken by the Custodian.

THE SUB-COMMISSIONER: Yes.

MR. HUCKVALE: "Singer sewing machine shipped May 11th,  
'43 listed on inventory has been omitted  
from claim".

All we claim is the inventory that the Custodian  
took. And how in the face of that can anybody  
raise a defence that the Custodian had no record  
of these chattels?

20 MR. RICE: I think there are three items in the analysis,  
four items, your Honour, that are shown as  
"declared, not found". I say these chattels were  
turned over by the claimant to Mr. Douglas and if  
there were any that did not come into the  
possession of the Custodian, Mr. Douglas is res-  
ponsible for the same or someone else other than  
the Custodian.

30 THE SUB-COMMISSIONER: \* That letter will be marked  
Exhibit No. 12.

T. Yamasaki,  
Discussion.

(LETTER, NOV. 6, 1943, MARKED EXHIBIT NO. 12).

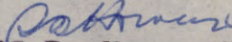
THE SUB-COMMISSIONER: Is that all?

MR. HUCKVALE: That is all, thank you.

(Witness aside)

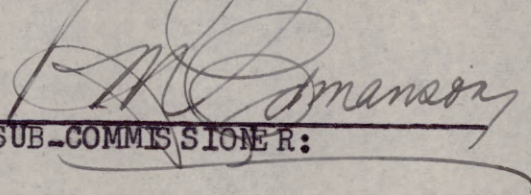
(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify that the foregoing 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



NOV 27 1947

Case No. 591

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

[Signature]

9091

[Signature]

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

(1) NAME YAMASAKI TOSHIO (RCMP) Reg. No. 08040  
(Print) Surname Given Name

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

(3) Present Address Box 270, Raymond, Alberta

(4) REAL ESTATE

(a) Street Address (if any) Trites Road Richmond Munic. B.C.  
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) Part I/200 acre more or less of Lot C, Section I2, Blk. 3 N., R. 7 W., Map 2I7<sup>+</sup> as shown and lettered "M" on Sketch deposited No. 5022 in the District of New Westminster, Municipality of Richmond, B.C.

(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 - - - - - \$ 100.00
- (ii) Buildings - - 10x36 - 1 1/2 story - - - - - \$ 2500.00
- (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) - - - - - \$ 2600.00
- (v) Amount at which Custodian sold property and credited your account - - \$ nil 750.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 2600.00 1850.00

(5) PERSONAL PROPERTY

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

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

(c) How stored or packed at time of evacuation Some packed or left as is in house

(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")

See Supplement

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

- 1. \_\_\_\_\_ Estimated Value \$ \_\_\_\_\_
- 2. SEE SUPPLEMENT 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 \$ \* 750.00

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) - - - - - \$ ~~335~~ 3350.00

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

LETHBRIDGE

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, Zochiro Yamasaki of the 2000  
of Rossmore 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 2000 )  
of Rossmore ) T Yamasaki  
in the Province of Alberta )  
this 18 day of November )  
A.D. 1947. W L Jones )  
A Commissioner &c.

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

Mr. Kuchnalski

INVENTORY OF CHATTELS OF TL YAMASAKI

LIVING ROOM

- I 3 piece Chesterfield suite
- I End Table
- I Coffee table
- I Book case
- I Gramophone and records
- I Heater
- I ~~Box~~ Tobacco stand
- I Fern stand
- I Card table
- 3 Cushions

KITCHEN

- Sundry Kitchen utensils
- Sundry Chinaware
- Sundry glassware
- I China tea set
- Sundry Japanese dishes, small plates, big plates, cups, saucers, tea pots etc.
- I Kitchen range

BEDROOM

- 3 double beds
- I single ~~bed~~ bed
- 4 Japanese quilts
- Sundry Japanese cushions and pillows
- ~~I new Singer sewing machine~~
- I 9x9 linolium rug

I bedroom, dining room and kitchen are covered with lith linoleum rugs throughout.

Sundries

- I box containing old clothing
- Books
- I canvas cover in the west end bedroom upstairs
- 10 kitchen chairs
- I roll linoleum. (new)

Insured for \$500.00

The London & Lancashire Guarantee & Accident Co.  
Policy No. 3400757

Estimated value \$750.00

Left in care of A.F. Douglas and later put in hands of Custodian

R.H.  
80

15 Victoria Mansions,  
Lethbridge, Alberta,  
April 26, 1948.

Dear Sirs:- RE: TOSHIO YAMASAKI  
Reg. No. 08040. \_\_\_\_\_

Your letter of the 20th Instant, has been received. I note the amendment in the amount claimed, and am placing your letter with the file here.

Yours truly,

Secretary,  
Japanese Property Claims  
Sub-Commission (Lethbridge).

Japanese Property Claims Commission,  
The Court House,  
VANCOUVER, B.C.

## JAPANESE PROPERTY CLAIMS COMMISSION

COURT HOUSE  
VANCOUVER, B.C.

April 20th 1948.

Miss Lillie Thomas,  
Secretary, Japanese Property Claims  
Sub-Commission,  
15 Victoria Mansions,  
Lethbridge, Alta.

Dear Miss Thomas,

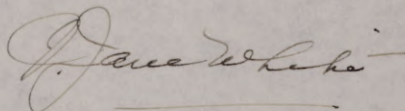
Re Toshio Yamasaki, Reg.No.08040.

We have today received a letter from Messrs. Ritchie & Huckvale of your City, in regard to the above claim. The letter reads in part as follows:

"He points out that there is an obvious error in his claim, as originally drawn. The claim shows that he places a value on the real property of \$2600.00, and then shows that the Custodian sold for this amount. The actual figure for which the property was sold would appear to be \$750.00, and the claim on real property would therefore be the difference between \$2600.00 and \$750.00."

You may already have been advised of this amendment.

Yours truly,



VW.

Toshi Yamashiki  
Raymond Alta

EXHIBIT NO. 591-1  
DATE Aug. 19/48  
FILED BY W. H. Eckvale

Feb 18/48  
Pritchard  
B.C.

In reply to your letter, your house located  
on the Property

Portion of Section 12 x 13, Blk. 3, N. Range 7 West as  
shown letter "L" on sketch no 5021 Dist of  
New Westminster

The Property belonged to  
United Marine Products Ltd.

We did not have time to subdivide  
the Property as we planned, and I wrote  
to Custodian that it is belonged to you  
so you can claim whatever you think  
its right, as I have no record now  
my evidence wouldnt help much,  
so I think best way for <sup>you</sup> to figure  
out ~~how~~ what is the size of House now  
much material you required and  
find out your Cost by adding ~~about~~  
enough Labour on it

(do not give you figure (Lumber, etc)  
just give Rough ~~idea~~ idea which I did  
and was very good. Too many People gone  
into too much detail and stumbled.

Yours  
H. Takahashi

(Claimant's Name)

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
Dwelling house	7 rooms and toilet full basement	Frame	Dwelling	1.02 acres	1938	

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
	\$100. approx. for land.	Dwelling house erected in 1938 at cost of approx. \$3000.	At least \$2500.

## Comments re upkeep of premises:

House was only built in 1938. Foundation work was started in February and house completed in July 1938. It was practically new when I left.

EXHIBIT No. 591-2  
DATE Aug. 19/48  
FILED BY W. R. Huchvale

## Comments re Appraiser's report not covered above:

No appraisal has been sent to claimant and none to his lawyers. No appraisal is on Custodian's file. Title to this land was in name of United Marine Products Co., of which claimant was a shareholder. It was ~~practically new when I left.~~ intended to divide this whole property amongst the shareholders and this particular parcel was allotted to claimant. Subdivision never was carried out prior to evacuation, but Manager of Company wrote to Custodian informing him this parcel was property of claimant. House had concrete foundation 30' x 40', full basement above ground, inside finished with 1" x 6" fir flooring, floors were fir, it was equipped with electricity, flush toilet, 2 brick chimneys. Claimant estimates material cost \$2000. and labour \$1000. The place was sold by Custodian for \$750. House was insured on 18th April 1942 for \$2000. Claimant will produce a picture of the house taken early in 1948. When claimant was evacuated he rented the place to an occidental friend (A.F. Douglas) for a nominal rent of \$1. per year on the understanding lessee would keep the place up and pay taxes. Claimant felt this was much better than leaving place empty.

*T. Yamasaki*  
Signature

# This Indenture,

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

## IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

TOSHIO YAMASAKI, of the Municipality of Richmond and Province of British Columbia, Fisherman.

Insert full Names, Addresses and Occupations of parties.

hereinafter called the "Lessor" of the First Part:

And

ALEXANDER FLECK DOUGLAS, of the Municipality of Richmond and Province of British Columbia, Carpenter.

hereinafter called the "Lessee" of the Second Part:

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

Part (One and Two Hundredths (1.02) Acres more or less) of Lot "C" of Section Twelve (12) Block Three (3) North Range Seven (7) West Map Two Thousand One Hundred and Seventy-one (2171) as shown and lettered "M" on Sketch deposited Number Five Thousand Twenty-two (5022) in the District of New Westminster.

EXHIBIT No. 591-3  
DATE Aug 19/48  
FILLED BY W R Hochvale

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



From the date of the evacuation from Steveston of the Lessor on order of the Government of Canada, ~~day of~~ ~~one~~ thousand nine hundred and forty two. for the term of the duration of the war with Japan thence ensuing, or until the return of the Lessor to Steveston.

**Yielding** during the said term therefor the rent of ---One Dollar (\$1.00)----- Dollars, of lawful money of Canada, payable on the following days and times that is to say:

The sum of One Dollar (\$1.00) on the signing of this agreement the receipt of which is hereby acknowledged.

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

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

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

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

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

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

**And** that he will leave premises in good repair;

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

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

**Proviso** for re-entry on seizure or forfeiture of the said term.

The said Lessor covenants with the said Lessee for quiet enjoyment. Proviso for re-entry on the return of the Lessor to Steveston on giving one calendar months notice by the Lessor to the Lessee.

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

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

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

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

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

**Signed, Sealed and Delivered**

IN THE PRESENCE OF

Signature of Witness

Street Address 78 Georgia Street,

City or Town Steveston, B.C.

Occupation A Commissioner Etc.

Toshio Yamasaki  
A. F. Douglas





# The London & Lancashire

## GUARANTEE & ACCIDENT

COMPANY OF CANADA

HEAD OFFICE - TORONTO

EXHIBIT No. 591-4  
 DATE Aug. 19/48  
 FILLED BY Earl Washvale

REPLACING POLICY NO	New				
SUM INSURED	RATE	PREMIUM	TERM	FROM NOON	TO NOON
\$ 2500.00	2.00%	\$ 50.00	3 Years	April 18th 1942	April 18th 1945.

Whereas - TOSHIO YAMASAKI - (hereinafter called the Insured),  
 having paid or agreed to pay to THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA (hereinafter called "the Company"), the amount of Premium above stated, the Company, in consideration of the material representations, covenants and warranties of the Insured, and of the said Premium, hereby insures the said Insured against direct loss or damage by fire (the amount of such loss or damage to be estimated according to the actual cash value of the property at the time of the loss or damage) if such loss or damage occurs between the times above stated, to an amount not exceeding the sums set opposite the several items below, and not exceeding in the whole the sum above stated as the sum insured, in respect of the property hereinafter described, namely:

**RESTRICTIVE CLAUSE (For General Use)**

Inasmuch as the rate of premium payable under this policy is affected and/or modified by the user and/or condition and/or location and/or maintenance of the insured property, it is understood and agreed between the Company and the Insured that

As to the dwelling described in this Policy:

All chimneys are of brick, built from the ground;

The foundations are of concrete continuous under all exterior walls.

ATTACHED TO AND FORMING PART OF THIS POLICY.

Attached to and forming part of Policy No. 3400757 of the London & Lancashire Guarantee & Accident Co. of Canada.



Dated at Vancouver, B.C. this 18th, day of April, 1942.  
 No. 66 (April, 1928) 15M-9-41

not exceeding ten per cent. of the amount insured under the household furniture item of this policy may at the option of the Insured, be extended to cover ordinary household contents while contained in out-buildings on the same premises, it being understood that the total liability shall not exceed the amount insured under this item.

4. \$ nil On the          story          Building with          roof, and its additions communicating and in contact therewith, while occupied only as          and situate         

5. \$ nil On         

6. \$ nil On         

         No Insurance shall apply to the item or items opposite which no specific amount is inserted.

\$ 2500.00 If the Insurance under this policy covers more than one of the above items, the liability under each item shall be limited to the specific amount set opposite each item.

B.C.U.A. map reference: Vol.          Sheet          Block          No. N.O.P.

Loss, if any, ~~on buildings only~~ payable to The Official Custodian of Alien Property.

located at          subject, nevertheless, to all the terms and conditions of this policy.

Other Concurrent Insurance Permitted.  
 Permission granted to make ordinary alterations or repairs, not to exceed fifteen days at any one time, (but it is understood and agreed that extraordinary alterations, repairs or additions are prohibited without notice to and the consent of this Company obtained in writing) and for the storage of not exceeding three private automobiles in the building(s) described, it being understood and agreed by the Insured that not more than one (1) gallon of gasoline except that contained in the reservoirs of the automobiles or as otherwise herein provided will be kept in the building(s).

Lightning and Electrical Current Clause: (See Statutory Conditions).

Attached to and forming part of Policy No. 3400757 of London & Lancashire Guarantee & Accident Co. of Canada.



Dated April 18th, 1942.  
 No. 1 (Sept., 1937) 10M-11-41  
Thomas C. King Agent.

# The London & Lancashire

## GUARANTEE & ACCIDENT

COMPANY OF CANADA

HEAD OFFICE - TORONTO

EXHIBIT No. 591-4  
 DATE Aug. 19/48  
 FILLED BY Earl Haskvale

REPLACING POLICY NO	New					
SUM INSURED	RATE	PREMIUM	TERM	FROM NOON	TO NOON	
\$ 2500.00	2.00%	\$ 50.00	3 Years	April 18th 19 42	April 18th 19 45.	

Whereas TOSHIO YAMASAKI (hereinafter called the Insured), having paid or agreed to pay to THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA (hereinafter called "the Company"), the amount of Premium above stated, the Company, in consideration of the material representations, covenants and warranties of the Insured, and of the said Premium, hereby insures the said Insured against direct loss or damage by fire (the amount of such loss or damage to be estimated according to the actual cash value of the property at the time of the loss or damage) if such loss or damage occurs between the times above stated, to an amount not exceeding the sums set opposite the several items below, and not exceeding in the whole the sum above stated as the sum insured, in respect of the property hereinafter described, namely:

### DWELLING BUILDING AND CONTENTS

(This form does not apply to farm property)

- \$ 2000.00 On the 1 1/2 story frame Building with shingle roof, and its additions communicating and in contact therewith, foundations, landlord's permanent fittings and fixtures attached thereto and forming part thereof, including frescoes and plate glass, while occupied only as a Private Dwelling, situate on Trites Road near Great West Cannery, Part 1/200 acre more or less of Lot C, Section 12, Block 3 North, Range 7 West, Map 2171 as shown and lettered "M" on Sketch deposited No. 5022 in the District of New Westminster, Municipality of Richmond, Province of British Columbia.  
 Storm doors and windows, door and window screens and shutters belonging thereto are also held covered while contained in the above described building or on the premises.  
 The amount of insurance, if any, under this item shall (if the risk is under fire department protection, but not otherwise) be extended to cover fences and walks immediately surrounding said dwelling.
- \$ nil On rents or rental value of the building described above, subject to the conditions of the rent clause attached hereto.
- \$ 500.00 On household furniture, supplies and personal effects (including paintings, sculpture, curiosities, works of art, articles of vertu, all at not exceeding cost) printed books, plate, plated ware, jewellery, scientific and musical instruments, clocks, watches, trinkets and mirrors, the property of the Insured or of any member of the Insured's family only while contained in the above described building.  
 This item may, at the option of the Insured, be held to cover the personal effects of guests and servants; loss, if any, to be adjusted with and payable to the insured named in this policy.  
 Not exceeding ten per cent. of the amount insured under the household furniture item of this policy may at the option of the Insured, be extended to cover ordinary household contents while contained in out-buildings on the same premises, it being understood that the total liability shall not exceed the amount insured under this item.
- \$ nil On the \_\_\_\_\_ story \_\_\_\_\_ Building with \_\_\_\_\_ roof, and its additions communicating and in contact therewith, while occupied only as \_\_\_\_\_ and situate \_\_\_\_\_
- \$ nil On \_\_\_\_\_
- \$ nil On \_\_\_\_\_

BOARD INSURANCE

No Insurance shall apply to the item or items opposite which no specific amount is inserted.

\$ 2500.00 If the Insurance under this policy covers more than one of the above items, the liability under each item shall be limited to the specific amount set opposite each item.

B.C.U.A. map reference: Vol. \_\_\_\_\_ Sheet \_\_\_\_\_ Block \_\_\_\_\_ No. N.O.P.

Loss, if any, ~~on buildings only~~ payable to The Official Custodian of Alien Property.

located at \_\_\_\_\_ subject, nevertheless, to all the terms and conditions of this policy.

Other Concurrent Insurance Permitted.

Permission granted to make ordinary alterations or repairs, not to exceed fifteen days at any one time, (but it is understood and agreed that extraordinary alterations, repairs or additions are prohibited without notice to and the consent of this Company obtained in writing) and for the storage of not exceeding three private automobiles in the building(s) described, it being understood and agreed by the Insured that not more than one (1) gallon of gasoline except that contained in the reservoirs of the automobiles or as otherwise herein provided will be kept in the building(s).

Lightning and Electrical Current Clause: (See Statutory Conditions).

Attached to and forming part of Policy No. 3400757 of London & Lancashire Guarantee & Accident Co. of Canada.

Dated April 18th, 194 2.

No. 1 (Sept., 1937)  
10M-11-41

Thomas C. King Agent.



# STATUTORY CONDITIONS

**Misrepresentation** 1. If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.

**Form of Contract** 2. After application for insurance, if the same is in writing, it shall be deemed that any policy sent to the insured is intended to be in accordance with the terms of the application, unless the insurer points out in writing the particulars wherein it differs from the application, in which case the insured may, within two weeks from the receipt of the notification, reject the policy.

**Property Not Insured** 3. Unless otherwise specifically stated in the policy, money, books of account, securities for money, evidences of debt or title, and automobiles, tractors and other motor vehicles, are not insured.

**Risks Not Covered** 4. Unless otherwise specifically stated in the policy, the insurer is not liable for the losses following, that is to say:

(a) for loss of or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the policy;

(b) for loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power;

(c) for loss due to the want, within the knowledge of the insured, of good and substantial chimneys; or caused by ashes or embers being deposited, with the knowledge and consent of the insured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the insured, in an unsafe condition or improperly secured; or

(d) for loss of or damage to goods while undergoing any process in or by which the application of fire heat is necessary.

**Risks Not Covered Except By Special Permission** 5. Unless permission is given by the policy or endorsed thereon, the insurer shall not be liable for loss or damage occurring:

**Repairs** (a) to buildings or their contents during alteration or repair of the buildings and in consequence thereof; fifteen days being allowed in each year for incidental alterations or repairs without such permission;

**Inflammable Substances** (b) while illuminating gas or vapour is generated by the insured, or to his knowledge, in the building insured or which contains the property insured, or while there is stored or kept therein by the insured, or, to his knowledge, by any person under his control, petroleum or any liquid product thereof, coal oil, camphene, gasoline, burning fluid, benzine, naphtha, or any of their constituent parts (refined oil for lighting, heating or cooking purposes only, not exceeding five gallons in quantity, gasoline, if contained in a tightly closed metallic can free from leaks and not exceeding one quart in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than is required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds weight of gunpowder, dynamite or similar explosives;

**Change of Interest** (c) after the interest of the insured in the subject-matter of the insurance is assigned, but this condition is not to apply to an authorized assignment under *The Bankruptcy Act* or to change of title by succession, by operation of law, or by death;

**Vacancy** (d) when the building insured or containing the property insured is, to the knowledge of the insured, vacant or unoccupied for more than thirty consecutive days, or being a manufacturing establishment, ceases to be operated and continues out of operation for more than thirty consecutive days.

**Explosion and Lightning** 6. The insurer will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gas works, whether fire ensues therefrom or not; and loss or damage by fire caused by any other explosion; but, if electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents is excluded and the insurer shall be liable only for such loss or damage to them as may occur from fire originating outside the article itself.

**Material Change** 7. Any change material to the risk and within the control and knowledge of the insured shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the policy, or may notify the insured in writing that, if he desires the policy to continue in force, he must within fifteen days of the receipt of the notice pay to the insurer an additional premium, and in default of such payment the policy shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

**Other Insurance** 8. (a) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent. of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void.

(b) The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof.

(c) In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (a) of this condition.

**Mortgagees and Other Payees** 9. Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

**Termination of Insurance** 10. (1) The insurance may be terminated:

(a) subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the *pro rata* premium for the expired time;

(b) if on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

(2) Repayment of the excess premium may be made by money, post office order or postal note or by cheque payable at par and certified by a chartered bank doing business in the Province. If the notice is given by registered letter, such repayment shall accompany the notice, and in such case the fifteen days mentioned in clause (a) of this condition shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.

**Salvage** 11. After any loss or damage to insured property, it shall be the duty of the insured, when and as soon as practicable, to secure the insured property from further damage, and to separate as far as reasonably may be the damaged from the undamaged property, and to notify the insurer of the separation.

**Insurance on Goods Moved** 12. If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; and the insurer will contribute *pro rata* towards any loss or expense connected with such act of salvage, according to the respective interests of the parties.

**Entry, Control, Abandonment** 13. After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

**Who To Make Proof of Loss** 14. Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or in the like case or if the insured refuse to do so, by a person to whom any part of the insurance money is payable.

**Requirements After Loss** 15. Any person entitled to claim under this policy shall:

(a) forthwith after loss give notice in writing to the insurer;

(b) deliver, as soon thereafter as practicable, a particular account of the loss;

(c) furnish therewith a statutory declaration declaring:

(i) that the account is just and true;

(ii) when and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarant knows or believes;

(iii) that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;

(iv) the amount of other insurances and names of other insurers;

(v) all liens and encumbrances on the property insured;

(vi) the place where the property insured, if moveable, was deposited at the time of the fire;

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy. The evidence furnished under this clause shall not be considered proofs of loss within the meaning of conditions 18 and 19.

**Fraud** 16. Any fraud or wilfully false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

**Arbitration** 17. If any difference arises as to the value of the property insured, the property saved, or the amount of the loss, such value and amount and the proportion thereof, if any, to be paid by the insurer shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the insured and the other by the insurer, and a third to be appointed by the persons so chosen, or on their failing to agree, then by a Judge of the County or District Court of the County or District in which the loss has happened; and such reference shall be subject to the provisions of *The Arbitration Act*; and the award shall, if the insurer is in other respects liable, be conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of costs shall be in the discretion of the arbitrators.

**When Loss Payable** 18. The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

**Replacement** 19. The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild or replace the property within thirty days after receipt of the proofs of loss and shall thereafter proceed with all due diligence to the completion thereof.

**Action** 20. Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

**Agency** 21. Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be the agent of the insurer for the purpose.

**Waiver of Condition** 22. No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

**Notice** 23. Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

**Subrogation** 24. The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

NOTE - ENDORSEMENTS HEREON MAY BE APPROVED ONLY BY HEAD OFFICE, BRANCH OFFICE, OR THE AGENT ISSUING THIS POLICY

## ENDORSEMENT FORMS

FOR ACTUAL SALE ONLY

FOR VALUE RECEIVED, hereby transfer, assign, and set over unto (the purchaser) all right, title and interest in this Policy of Insurance, and all benefits and advantage to be derived therefrom.

WITNESS hand and seal this day of 1

Signed, Sealed and Delivered in presence of }

INSURED.

man, give days notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the *pro rata* premium for the expired time;

(b) if on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

**Subrogation 24.** The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

NOTE - ENDORSEMENTS HEREON MAY BE APPROVED ONLY BY HEAD OFFICE, BRANCH OFFICE, OR THE AGENT ISSUING THIS POLICY

## ENDORSEMENT FORMS

### FOR ACTUAL SALE ONLY

FOR VALUE RECEIVED, hereby transfer, assign, and set over unto (the purchaser) all right, title and interest in this Policy of Insurance, and all benefits and advantage to be derived therefrom.

WITNESS hand and seal this day of 1

Signed, Sealed and Delivered in presence of }  
 ..... INSURED.

THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA hereby consent that the interest of in the within Policy be assigned to subject nevertheless to all the conditions and stipulations therein contained.

Policy No. .... AGENT.  
 Endorsement Fee \$

## COLLATERAL SECURITY

THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA is hereby requested by the Insured to make loss, if any, under this Policy, payable to of Mortgagee, in so far as buildings only are concerned.

..... INSURED.  
 1

At the request of Insured Loss, if any, under this Policy, is made payable to of Mortgagee, in so far as buildings only are concerned, subject nevertheless to all the conditions and stipulations therein contained.

Policy No. .... AGENT.  
 Endorsement Fee \$

## REMOVAL OF FURNITURE OR STOCK

THIS POLICY shall hereafter cover the within described property only while contained in the building roofed with occupied as situate No. on the side of Street, ceasing to cover as heretofore, subject nevertheless to all the conditions and stipulations therein contained.

..... AGENT.

Endorsement Fee \$

**FIRE POLICY**

Policy No. **3400757**

NAME **TOSHIO YAMASAKI**  
 PROPERTY **B/C/Dwelling**  
 INSURED

AMOUNT \$ **2500.00** PREMIUM \$ **50.00**

EXPIRES **April 18th, 1945** AT 12 O'CLOCK NOON



ALBERTA AND BRITISH COLUMBIA BRANCH

VANCOUVER

**J. E. ROSE**

MANAGER

AGENCY:

**THOMAS C. KING**  
**B.C.**  
**Steveston,**

N.B.—Please examine your Policy, and if you find any error, return it immediately to be rectified, and if you effect or have effected Insurances on same Property with other Offices, you are particularly requested to see that the wording and terms of the Policies coincide, so that in the event of a loss, delay in the settlement may be avoided.

THOMSON & SCOTT LTD., TORONTO

**RECEIPT FOR CANCELLATION**

TO BE SIGNED BY THE INSURED

No. of Policy.....

No. of Renewal.....

Amount Insured,.....

Date of Cancellation,.....

“ “ Policy,.....

Time in force,.....

IF ANNUAL, GIVE NO. OF DAYS IN FORCE

Premium Paid.....\$.....

“ Earned at.....rate \$.....

“ Returned, \$.....

IF PRO RATA, STATE REASON WHY

DAY	MONTH	YEAR

\$ ..... 19.....

IN CONSIDERATION OF.....Dollars, return Premium,

the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to

**THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA**

and the Interim, and Renewal Certificate (if any), for same, acknowledged to be of none effect.

MORTGAGEE, (IF ANY,) MUST ..... INSURED  
 DISCHARGE INTEREST

..... MORTGAGEE

STATUTORY CONDITIONS



EXHIBIT NO. 591-5  
DATE Aug. 19/48  
FILMED BY C. E. Huchvale

Ex. 5



(Claimant's Name)

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
1, 3 piece Chesterfield Suite	1939	New	\$150.	Excellent	\$75.
1 Gramophone and records	1930	"	About \$60.		25.
1 Heater	1938	"	65.		45.00
3 Cushions	1939	"	25.		10.00
Kitchen items	various years	"	see below		<del>45.00</del>
Kitchen Range	1938	"	65.		<del>10.00</del>
3 double beds (inc. springs & mattresses)	1936 )	"	see below		165.00
1 single bed " " "	& )	"			40.00
4 Jap quilts & sundry cushions etc.	various years	"			200.00
9 x 9 linoleum rug	1935	"	25.		15.00
Other linoleum valued at		"	<del>25.</del>		75.00
1 roll linoleum (new)	1940	"	35.	never used	25.00

EXHIBIT No. 591-6  
DATE Aug. 19/48  
FILED BY W.S. Hachooale

Description of Storage of Goods:

All chattels left in house. A list similar to the one attached as a supplement to my claim was given to Custodian. My tenant went into occupation of the house in May 1942. My kitchen utensils, beds, quilts, cushions, new linoleum, chinaware, glass etc. were packed and stored in one bedroom. Tenant had use of Chesterfield suite, gramophone, heater range.

General Statement as to Chattels not Described above:

Kitchen items which I have valued at \$165. included complete kitchen equipment, such as pots, pans, kettles etc., glass and chinaware. Chinaware included a new and unused set of dishes ranging from large platters to small tea cups. Sufficient for 50 guests. This set alone cost over \$165. It was well packed in the original boxes it came in.

Additional Comments, if any:

My bedroom furniture which I have valued at \$200. was all in good shape. I cannot give costs of individual items, but I know the total would be well over \$300. Custodian has never sent me any auction sheets. On a statement he sent me (the only one I ever received) I am given credits of \$69.01 and \$1.41, proceeds of auction sales. I have no idea what these sums represent. There are no auction sheets and no P.P. analysis on Custodian's file. My furniture was insured for \$500. on 18th April 1942 just before I left. I estimate the furniture had a fair market value of well over \$750. I have not claimed for cross cut saws, hammers, wedges, etc. left in basement of house.

Signature

*T. Yamasaki*

# ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 9091

EXHIBIT No.

NAME YAMASAKI, Toshio

REG. No. 08040

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
			AUCTION	TENDER &c		
DECLARATION <u>May 14/42</u>	TAKEN BY <u>J. D. Mathers</u>					
EVACUATION <u>May 17/42</u>	DATE <u>June 20/42</u>					
Household furniture & Fixtures etc.	<u>LIVING ROOM</u>	<u>LIVING ROOM:</u>				
	1-3 pc. Chesterfield	1-3 pc. Chesterfield Suite	39 00			
	1 End Table	1 End Table	2 50			
	1 Coffee Table	1 Coffee Table	7 25			
	1 Book Case	1 Book Case	5 00			
List of Sept. 8/42	1 Gramophone & Records	1 Gramophone & records	4 15			
This list copy of inventory taken by J.D.Mathers June 20/42.	1 Heater	1 Heater				X
	1 Tobacco Stand	1 Tobacco Stand	3 75			
	1 Fern Stand	1 Fern Stand	2 00			
	1 Card Table	1 Card Table				X
	3 Cushions	3 Cushions				X
	<u>KITCHEN:</u>	<u>KITCHEN:</u>				
	Sundry Kitchen utensils	Sundry Kitchen Utensils	1 50			
	Sundry Chinaware	Sundry Chinaware	2 00			
	Sundry Glassware	Sundry Glassware	17 75			
	1 China Tea Set	1 China Tea Set	5 00			
	Sundry Japanese Dishes, small plates, big plates, cups & saucers, tea pot etc.	Sundry Japanese dishes, small plates, big plates, cups & saucers, tea pot etc.				
	1 Kitchen Range	1 Kitchen Range	6 00			
	<u>BEDROOMS:</u>	<u>BEDROOMS:</u>				
	3 Double Beds	3 Double Beds				
	1 Single Bed	1 Single Bed				X
	4 Japanese Quilts	4 Japanese Quilts				
	Sundry Japanese Cushions and pillows	Sundry Japanese Cushions and pillows				
	1 New Singer Sewing Machine, Treadle, Serial No.320692	1 9x9 linoleum rug	<del>4 00</del>			
	1 9x9 linoleum Rug	1 bedroom, dining room, and kitchen are covered with linoleum rugs throughout.				
	1 Bedroom, Dining room and kitchen are covered with linoleum throughout.	<u>Sundries:</u>				
		1 box containing old clothing	2 00			
	<u>SUNDRIES:</u>	Books	30			
	1 Box containing old clothing	1 canvas cover in the west end bedroom upstairs	70			
	Sundry books	10 kitchen chairs	4 00			
	1 Canvas cover in the west bedroom	1 roll linoleum (new)	4 -			
	10 Kitchen chairs					
	1 roll linoleum (new)	(Insured for \$500.00. The London & Lancashire Guarantee & Accident Co. Policy No. 3400757) Estimate Value \$750.00 Left in care of A.F.Douglas and later put in hands of Custodian.)				
	Claim represents copy of inventory. Singer Sewing Machine shipped May 11/43 listed on inventory, has been omitted from claim.					
		Total Sales by Auction	98 40			



Toshio YAMASAKI

	<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1945	June 19	Proceeds Auction Sale	\$	\$ 69.01	
	August 6	B. C. Electric Railway - refund security deposit		3.00	
	September 19	Apportionment of sale price of house		750.00	
1946	January 12	Proceeds Auction Sale		1.41	
	August 24	Refund of payment to War Savings Certificates		5.50	
1947	August 22	Ground rent 1939 - 1943 @ \$35.00 per year 1944 @ \$20.00	195.00		
			<hr/>	<hr/>	
			\$ 195.00	\$ 828.92	
					CR \$ 633.92

Accounting Department  
February 5th, 1948

EXHIBIT No. 591-8  
DATE Aug 19/48  
FILED BY H. S. Huchvale

EXHIBIT No. 591 - 9  
DATE \_\_\_\_\_  
FILED BY Aug. 19/48  
"G.E.A.Rice"

File No. 9091.

c/o A. A. Wilde  
Willing, Alta  
Oct. 3 -42.

Mr. H. F. Green  
Protection Department  
of Custodian.

Dear Sir, -

Answering to your letter on Sept. 20th about fishing nets. I have disposed all of my nets before leaving Steveston and I have no nets to declare. Furthermore I was independent fisherman so Great West Cannery have nothing to do with nets. I never left nothing in care of Great West Cannery. I have left my house and chattels in care of Mr. A.F.Douglas.

Yours truly

"Toshio Yamasaki"

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

Oct. 13/48

M. Alcott

le/48

P. S. ROSS & SONS

Chartered Accountants

Montreal Toronto Winnipeg  
Calgary Vancouver

August 18, 1947

Our File 295-178

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

Dear Sirs:

Re: United Marine Products Limited  
and Toshio Yamasaki - Account #9091

On September 15, 1945 we paid to your office \$750.00 being the proceeds of sale of a house on the property of this company held in the name of Bunkichi Yamasaki. We understand that this house was registered by Toshio Yamasaki in whose account you are holding these funds. The officials of the United Marine Products now advise that ground rent should be charged to Yamasaki as follows:

1939	\$	35.00	
1940		35.00	
1941		35.00	
1942		35.00	
1943		35.00	
1944		<u>20.00</u>	to date of sale
	\$	195.00	

In view of the foregoing would you be good enough to let us have your cheque for this amount.

If you should care to examine the referenced document it may be seen on our correspondence file 295-178.

Yours faithfully,

"P.S. Ross & Sons"

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

Oct. 14/48

M. Abbott *le/d*

CLAIMANT Toshio YAMASAKI Regn No 08040

PROP. SUBJECT OF CLAIM DECLARED BY CLAIMANT WHEN COMPLETING FORM JP 14 MAY 42:- "G.E.A. Rice  
7 roomed wooden dwelling house on Part 1.02 ac M/L of Lot "C" of  
Sec 12, B3N/7W Map 2171 as shown and lettered "M" on Sketch 5022  
Mun. of Richmond, Dist. N.W. BC  
On Trites Rd. nr Great West Cannery, Steveston.

LEGAL DESCRIPTION OF "UNITED MARINE PRODUCTS LIMITED"(file 13269) LAND ON WHICH YAMASAKI'S HOUSE WAS ACTUALLY ERECTED:-

Part 3.7 ac M/L of Secs 12 & 13, B3N7W as shown "L" on Sketch 5021, Mun. of Richmond, Dist. New West'r., B.C.

CLAIM	Est. value of land	\$ 100.	
	improvements	<u>2500.</u>	\$2600.
		<i>Custodian Credit</i>	<u>750.</u> (Correct Gross)
		CLAIM	<u>\$1850.</u>

REFERENCES

J.P.

HISTORY

JP Declaration d/14 May 42 notes the above house leased to Alexander Fleck DOUGLAS for duration of war, consideration \$1.00.

TITLE DOCUMENTS are stated to be in custody of "Steveston Fish Co., Steveston, B.C."

TAXES are noted as being \$36.00 payable to Steveston Fish Co.

The "Steveston Fish Co." was a Japanese company with Real Property holdings in Steveston. A number of the Directors of this Company were also shareholders and directors of another Japanese firm- the "United Marine Products Ltd." Yamasaki's house was actually erected on land belonging to the United Marine Products Ltd. rather than the Steveston Fish Co.

United Marine Products property holdings were liquidated by P.S. Ross and Sons when that company was dissolved by them. Appraisal of the particular tract on which Yamasaki's house was erected was made by Johnson, Reeve & Watson of Vancouver, B.C., who appraised each of the many buildings situate on the tract individually. The following is an extract applicable to Yamasaki's claim:

"WHITE HOUSE (B on plan) -(Yamasaki) - This is a 1½ storey wood frame house on concrete wall foundation with siding walls and shingle roof. The tenant states that it was built about 9 or 10 years ago. There is no plaster, the ceilings and walls being lined with wood 1" x 6" T. and G. and v-joint partitions. The basement is level with the ground and has a rough patchy plank floor. The only plumbing consists of a wood sink. The tenant claims that he installed the hot water tank and connections There are 2 chimneys but no heating plant. There are 5 rooms on the first floor and 2 small rooms in the attic. The size is 28' x 40'." "(Valuation) \$750.00"

Certified true extract of the appraisal provided as RP.1

Upon liquidation of the United Marine Products Ltd. the directors of that company (Takahashi, Hikida, Shirakawa & Yasui) were approached in regard to compensating the various individuals who had erected structures on the land. The Directors authorized the Liquidator to compensate in the amount of the appraised value on condition that arrears of ground rent were paid by the individual concerned. In Yamasaki's case this amount was computed as follows:

1939-43 incl.	\$35.00 per annum	\$175.00	
1944	portion do	<u>20.00</u>	\$195.00

Net proceeds have been received by Yamasaki.

JC/..



FILE NO: 9091

19th May, 1948.

THE FOLLOWING IS AN EXTRACT FROM AN APPRAISAL CONTAINED IN CUSTODIAN FILE NO. 13269 (UNITED MARINE PRODUCTS) UNDER DATE OF 24 JUNE, 1944, AND SUBMITTED TO P.S. ROSS & SONS (Fredk. Field of Vancouver) BY MESSRS. JOHNSON, REEVE & WATSON, ESTATE AGENTS OF VANCOUVER, B. C.

"WHITE HOUSE (Yamasaki). This is a 1½ storey wood frame house on concrete wall foundation with siding walls and shingle roof. The tenant states that it was built about 9 or 10 years ago. There is no plaster, the ceilings and walls being lined with wood 1"x6" T. and G. and v-joint partitions. The basement is level with the ground and has a rough patchy plank floor. The only plumbing consists of a wood sink. The tenant claims that he installed the hot water tank and connections. There are 2 chimneys but no heating plant. There are 5 rooms on the first floor and 2 small rooms in the attic. The size is 28' x 40'. The tenant pays no rent but pays water rates and taxes. He claims to have a lease for the duration of the War with Japan, so that there may be difficulty and expense in obtaining possession. The market value in this case is less than the structural value.

Appraisal (structural) \$1500.

Market value 750.

SGD. Douglas M? REEVE

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

19 May 48

"J. Cuming"  
J. Cuming  
OFFICE OF THE CUSTODIAN

JC/..

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

15 Oct. 1948

M. Abbott *MA*

Steveston, B.C.

Nov 6, 1943

Miyoko Samasaki,  
c/o A. A. Wilde,  
Welling, Alta.,

EXHIBIT NO. 591-12  
DATE Aug. 19/48  
FILED BY W. R. Hucksale

Dear Miyoko, - I was pleased to receive your letter the other day and have found your school annuals and am sending them under separate cover. I hope they are what you want. I am truly ashamed of my self for not writing to you oftener but I am such a poor letter writer and we have been pretty busy all summer, however I will try and write a few lines now.

First let me express my deepest sympathy in your recent great sorrow in the death of Haris. I was indeed shocked to hear it. Sooner or later we must all go the same way and we should not grieve too much.

We are keeping your house as much like you left it as possible. We have paid the taxes and water so that is settled again for another year.

The fishing has been very poor this year. The fishermen say that there were

no sockeye came into the river at all they could not understand it. I am not working in the cannery this year as grandma needs some one here, she is hardly able to keep fires on etc.

We are having some very foggy weather just now although the fall has not been too bad. The summer was very cold and rainy. I wish the war would soon get over so that we could all find our niche and get settled again.

I do not think you would find much change in the looks of things around here. The Japanese houses are mostly filled with white people and the cannery houses, Indians. The B.C. Packers have extended their plant so now it is a huge affair. They keep working night and day. Now they are canning herring.

It being such a poor fishing season this year we were not able to sell any more nets. Mr Douglas is busy working at carpenter work. Alice is still in the Drug store and Maxie is in 12 grade at school. I guess this will be all this time please write and tell us of your activities and if you are liking the prairie any better.  
(over)

Trusting that this finds you father  
and mother and all the rest of you  
in good health. I am  
Yours truly

Mrs. A. Douglas

P.S. When you write please mention  
if you received your sewing machine  
and could take all right.

A.D.

## JAPANESE PROPERTY CLAIMS COMMISSION

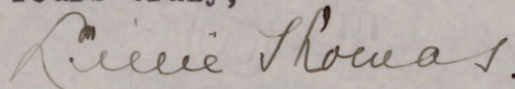
COURT HOUSE  
VANCOUVER, B.C.

15 Victoria Mansions,  
Lethbridge, Alberta,  
April 26, 1948.

Dear Sirs:- RE: TOSHIO YAMASAKI  
Reg. No. 08040.

Your letter of the 20th Instant, has been received. I note the amendment in the amount claimed, and am placing your letter with the file here.

Yours truly,



Secretary,  
Japanese Property Claims  
Sub-Commission (Lethbridge).

Japanese Property Claims Commission,  
The Court House,  
VANCOUVER, B.C.

April 20th 1948.

Miss Lillie Thomas,  
Secretary, Japanese Property Claims  
Sub-Commission,  
15 Victoria Mansions,  
Lethbridge, Alta.

Dear Miss Thomas,

Re Toshio Yamasaki, Reg.No.08040.

We have today received a letter from Messrs. Ritchie & Huckvale of your City, in regard to the above claim. The letter reads in part as follows:

"He points out that there is an obvious error in his claim, as originally drawn. The claim shows that he places a value on the real property of \$2600.00, and then shows that the Custodian sold for this amount. The actual figure for which the property was sold would appear to be \$750.00, and the claim on real property would therefore be the difference between \$2600.00 and \$750.00."

You may already have been advised of this amendment.

Yours truly,

VW.

April 20th 1948.

Messrs. Ritchie & Huckvale,  
Barristers and Solicitors,  
Acadia Building,  
Lethbridge, Alta.

Dear Sirs,

Re Toshio Yamasaki, Reg.No.08040.

We have your letter of the 17th inst.  
regarding the above claim, and we have advised the  
Secretary of the Sub-Commission at Lethbridge  
of the amendment set out therein.

As this letter came to us through the  
Custodian's office, we have no doubt they are  
replying to your inquiry in the last paragraph.

Yours truly,

VW.

APR 19 1948

*Ritchie & Huckvale*

BARRISTERS, SOLICITORS, NOTARIES, & C.

J. NORMAN RITCHIE, K.C.  
W. E. HUCKVALE

OFFICES: ACADIA BUILDING  
612 THIRD AVENUE S.

*Lethbridge, Alberta,*  
CANADA

17th April, 1948.

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

9091

Dear Sir:

Re: Toshio Yamasaki, Reg. No. 08040

In connection with the above claim which has been filed with the Commissioner, we have been consulted by the claimant.

He points out that there is an obvious error in his claim, as originally drawn. The claim shows that he places a value on the real property of \$2600.00, and then shows that the Custodian sold for this amount. The actual figure for which the property was sold would appear to be \$750.00, and the claim on real property would therefore be the difference between \$2600.00 and \$750.00.

The claimant has also shown to us a statement recently received from your Accounting Department. This shows that ground rent has been paid by your office amounting to \$195.00. The claimant would like full particulars of this ground rent, as he appears to be ignorant that any such moneys were payable on this property.

Yours truly,

RITCHIE & HUCKVALE

Per 

WEH/JT.