Name of Claimant HIGO, Binosuke Case 600

Custodian File 1388

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

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

NETS						
Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS								
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
49.00	54.50	16.35						16.35

TOTAL RECOMMENDATION	16.35

1540

CASE NO: 600.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,

August 23rd, 1948.

IN THE MATTER OF THE CLAIM OF

BINOSUKE HIGO.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 600.

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 23rd, 1948.

IN THE MATTER OF THE CLAIM OF

BINOSUKE HIGO.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

G.E.A. RICE, Esq., K.C.,	appearing for the Dominion Government.
L.S. TURCOTTE, 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. 600, Binosuke Higo.

BINOSUKE HIGO, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. TURCOTTE:

Q Mr. Higo, you are making a claim arising out of the loss which you suffered as owner of a retail fish store and fish buyer?

A Yes.

10 Q And I am showing you a statement of your business and other facts (indicating); is that statement true to the best of your memory and belief?

A Yes.

MR. TURCOTTE: I wish to file that, your Honour, as Exhibit 1.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. TURCOTTE: And if my learned friend would now file his analysis of personal property claim, it might

20 assist your Honour.

(ANALYSIS MARKED EXHIBIT NO. 2).

MR. TURCOTTE: Q: Now from whom did you purchase this business? A: K. Yamasaki.

Q Now, did you, Binosuke Higo, buy it from K. Yamasaki, to start with? Will you just give me the name of the person who bought the business first from Yamasaki?

A Fred Kamitakahara.

Q Fred Kamitakahara? A: Yes.

30 Q Now, what relation is he to you?

A He is my brother.

Q He is your brother? A: Yes.

Q How did you get a hold of the business?

A As I was new at the business, I asked my brother to come and work with me and show me how the business ran for about two years.

Q I see. And have you ---

A --the witness is not finished yet.

Q Oh, I see. A: And at the

10 end of two years my brother left the business entirely and I took over everything from him.

Q I see. Now I am showing you a document (indicating). Can you tell me what that is?

A This is the bill of sale made out at the time my brother bought the business.

Q Bought it from? A: From Yamasaki.

MR. TURCOTTE: I present that, your Honour, as an exhibit.

20 (BILL OF SALE MARKED EXHIBIT NO. 3).

MR. TURCOTTE: Q: Now under that sale agreement what did your brother get and what did you take over afterwards? A: The boat and car and the store.

Q A boat, and what was the second?

A A car.

Q A car, yes. A: And the store and everything that appears in the bill of sale.

30 Q That is the equipment that was in the store and

a boat and a car, is that right?

A Yes, everything that is in the bill of sale.

MR. TURCOTTE: I would just like to point out, your Honour, that the bill of sale also includes item No. 16, "The goodwill of the fresh fish and grocery business situated at 9134 Hudson Street in the City of Vancouver", and that is specifically mentioned in the bill of sale.

THE SUB-COMMISSIONER: All right.

10 MR. TURCOTTE: Now, a word of explanation, your Honour. We are met with this situation in this case in that the boat was sold by the Smith Committee, therefore, we are up against the situation that we cannot make a claim for that part of the loss sustained by reason of the sale of the boat, and we are, therefore, faced with trying to determine what part of the loss should be apportioned to the boat, what portion of the loss should be apportioned to goodwill, and what portion of the loss should
20 be apportioned to chattels sold by Higo himself to B.C. Packers of which there is a list on the analysis form, and then again what portion of the loss is to be assessed against the first four items which were sold by the Custodian for $35.00. Now I think you will realize that it will be very difficult to arrive at any figure. It is the first fourteen items sold for $35.00.

THE SUB-COMMISSIONER: Yes, it is a very difficult situation.

30 MR. TURCOTTE: But in our personal property statement we

have shown the boat as being of a value of $1500.00, the chattels being of a value of $700.00, and the goodwill at $1000.00, which would make a total of $3200.00, which is mentioned in the bill of sale. Now the boat was sold for $850.00 so that there was a loss of $650.00 and if the suggestion is correct that cannot be claimed against the Custodian, and then the chattels which are valued at $700.00, again it is a little difficult to say
10 what proportion of that could be apportioned to the $186.00 and what should be apportioned to the $35.00.

I think it could be taken that possibly we would not be entitled to make a claim for anything in excess of possibly $1100.00, that is the $1000.00 for goodwill and $100.00, say, for the small table and dining room table.

Well, I might ask the witness about the organ.

20 Q What sort of an organ did you have?

A Just an ordinary big organ.

Q Beg your pardon? A: Just an ordinary big organ.

Q Big? A: Just an ordinary big organ.

Q Have you any idea what it was worth?

A I think probably that it would cost $40.00 or $45.00 when it was new.

Q I see. Now you have suggested in your personal
30 property claim that the boat when it was bought

from --- I keep forgetting that man's name.

A Yamasaki.

Q Yamasaki, would be worth $1500.00?

A Yes, about $1500.00.

Q I see. Now, as I understand, you used your boat?

A Yes.

Q Did you go out to sea andpick up the fish from the other boats; is that what you did?

A Y es, I went out to sea and collected the fi sh from a bout 20 to 30 fishing boats.

Q And you would bring that fish into the cannery, is that correct? A: Yes.

Q And in addition to that you operated a retail fish store? A: Yes.

Q Did you have a good business?

A Yes. From amongst the fish that I bought from the fishermen, some went to the cannery and some I sold at retail. I bought direct from the fishermen and sold it retail so that it was a good business.

Q A good business? A: Yes.

Q That is, you were cutting out the middleman there.

A No, there was no middleman.

Q There was no middleman? A: No.

Q And I note that you say in your statement that your income for 1941 was $1500.00?

A Yes.

Q Part of that would be from your store and part from the operation of the boat?

A Yes.

Q Could you tell us approximately what you would make out of your store and what you would make out of the boat? A: I am sorry, I made a mistake in that previous answer. The $1500.00 is the profit from the retail store.

Q Oh, that is the profit from the retail store?

A Yes.

Q Oh, I see. A: The income from the cannery I have handed to the lawyer.

10 Q That is in the charter business of so much a day?

A Yes.

Q $10.00 a day? A: Yes.

Q Did you have anybody helping you in the store?

A Yes, just my wife.

Q Your wife? A: Mes, my wife and myself.

Q When you were out to sea, she ran the store; she operated it? A: Yes.

Q Well now, you say your chattels, that isthe store

20 fixtures and furniture and your own personal household furniture was worth together about $700.00? A: Yes.

Q Can you give us any approximate estimate of how that $700.00 should be divided between your store equipment and furniture and your household furniture? A: I don't know; it is too difficult to separate; I imagine about half each but I can't say for sure.

Q Well in any event, you yourself sold the store

30 and business? A: Yes,

that is the store equipment.

Q You sold that to B.C. Packers yourself?

A Yes.

Q I see. A: The scales and other things that are written down in the form.

Q And you got the $186.00?

A Yes.

MR. TURCOTTE: Well, your Honour, I think that is as far as we can go here. I realize the difficulty this man is in.

THE SUB-COMMISSIONER: He apparently wasliving in the building where he operated his business, was he?

MR. TURCOTTE: Q: Were you living in the same building?

A Yes.

MR. TURCOTTE: I think there will have to be a rough and ready justice in this case to figure out something.

MR. RICE: I am submitting, your Honour, that the chattels were sold for their fair market value. I am submitting that the claim for property sold by the claimant is not within the terms of reference. I am submitting that the claim for the goodwillof the business is not within the terms of reference.

MR. TURCOTTE: Well I was under the impression it was, your Honour, that goodwill was included. It is an asset in the business.

THE SUB-COMMISSIONER: I think so under such circumstances as exist here.

MR. RICE: Well I won't waste time in arguing that, your Honour. It is a submission I make here on behalf of the defence.

I am submitting that other things such as the Buddhist shrine, boxes of dinnerware, and clothing were undeclared, were unknown to the Custodian and were not found, and he is not responsible forthe same.

As my learned friend pointed out, the claim
10 does not place individual values on the goods listed in the claim and the claimant says himself that it is impossible for him to do so.

There is no record of any kind of goods belonging to this claimant being left at the residence of K. Ichino, and the goods sold to the B.C. Packers Limited were sold by the claimant without the knowledge of the Custodian.

As my learned friend has pointed out, the vessel in question has been sold through the
20 Japanese Fishing Vessels Disposal Committee and, therefore, is not subject to this claim.

CROSS-EXAMINATION BY MR. RICE:

Q You are just claiming for your goods and business the same price that you paid for the same, $3200.00? A: Yes, everything that was not sold to the cannery is included together in this claim.

Q And Frederick Kamitakahara is your brother?

30 A Yes, he is my brother.

Q And he turned over to you all of the chattels that he purchased from Kiyomitsu Yamasaki?

A Yes.

Q And you haven't added anything to these chattels since you bought them to make your claim larger?

A No, I had to repair the boat and keep the car running in good condition and such things as that, but nothing new was purchased.

Q Well didn't any of this property wear out or
10 deteriorate in value?

A Anything gets old and worn as you use it, but I am just claiming the prices paid as a sort of standard.

Q How much money did you spend on the car, or the truck it is? A: I estimate about somewhere between $150.00 and $175.00.

Q What did you do with the truck?

A I sold that to the cannery. I sold it to somebody who works for the cannery.

20 Q How much did you get for it?

A I sold it for $300.00 and it cost about $600.00 and something.

Q Did you give a $300.00 credit on your account? Have you deducted $300.00 from your claim of $3200.00?

THE SUB-COMMISSIONER: Is the truck included in his claim?

MR. TURCOTTE: It is marked in ink on that bill of sale.

MR. RICE: He said he had the truck; it was sold with the business.

30 MR. TURCOTTE: You might ask him if the truck was

purchased.

MR. RICE: He spent money on it keeping it in repair.

MR.TURCOTTE: I was wondering whether it was in the $3200.00 sale. I have never asked him though.

MR. RICE: Q: What is he talking about? Let us have it.

A This is not the truck that I bought from Yamasaki. I turned it in and changed it in the meantime.

Q But you got a truck when you bought this equipment and one thing and another from Yamasaki at $3200.00.

10 There was a truck at that time, was there?

A Yes.

Q What kind of a truck was it?

A Chevrolet.

Q And when did you buy the Chevrolet truck?

A August 20th, 1940.

Q How much did you get in the trade? That was the Chevrolet truck you traded in in August, was it?

A Yes.

Q And howmuch did you get in the trade for it?

20 A $75.00.

MR. TURCOTTE: What does he mean?

A That is an allowance.

Q He got an allowance on the Yamasaki truck of $75.00, and how much did he pay for the new truck?

A The total price of the new truck was $639.50.

MR. RICE: Q: And you sold a truck that cost you $639.50 for $300.00, did you?

A Yes.

Q And you had only used it how long? How many years

30 had you used it? A: Until some time

in 1942.

Q So the truck had a depreciation then of $150.00 a year in your business?

A Yes, I was in a position where I had to sell and I could not help myself.

Q Well then the truck that you took over from your brother must have been worth $400.00 or $500.00 at least, when youtook it over?

A Yes, I think at that time it had a value of
10 $350.00 or $400.00.

Q But you haven't reduced your claim a five cent piece for the money that you got on the sale of the new truck that you sold direct, is that right?

A No, I have not reduced it.

Q Why not? A: That claim includes things of different ages and different values and it is impossible for me to work it out as to how much depreciation there should be.

Q Well if you can't work out, how do you expect the
20 Commission to work it out?

THE SUB-COMMISSIONER: I don't suppose that he can answer that.

MR. RICE: I guess not.

A I had no alternative but to put in the figures at the price purchased as a general guide and a standard as I had no other means of estimating what the actual values were.

MR. RICE: All right.

30 RE-DIRECT EXAMINATION BY MR. TURCOTTE:

Q Well, Mr. Higo, the fact remains that you paid

$3200.00 for the business?

A Yes.

Q And what you have got out of it as a result of the sale of the boat and the sale by the Custodian and the sale by you to B.C. Packers is $1071.00?

A Yes.

Q And, therefore, you have lost a little over $2000.00?

A Yes.

10 Q And part of that loss by sale of the boat and by sale of what you sold to the B.C. Packers, you are not making a claim against the Custodian?

A That is correct.

Q And you are asking the Commission to try and give you a fair settlement for what you have lost?

MR. RICE: You had better not make a speech on it. It is going in as evidence.

MR. TURCOTTE: I will make that statement myself then, after that explanation given by Mr. Higo that we

20 are not, or that we are, I mean, asking the Commission to try and estimate what would be the fair share of the goodwill and of the loss on the furniture that we would be entitled to, and that is all that we are asking for.

THE SUB-COMMISSIONER: There is just one point that occurred to me, that certain goods were sold to the B.C. Packers for $186.00 and the boat was sold for $850.00, these items with the $35.00 comes to $1071.00.

30 MR. TURCOTTE: Yes.

THE SUB-COMMISSIONER: Now he also sold the truck, did he not?

MR. TURCOTTE: Yes.

THE SUB-COMMISSIONER: And received the cash for it?

MR. TURCOTTE: Yes.

THE SUB-COMMISSIONER: Shouldn't that be deducted?

MR. TURCOTTE: Well I think about half of it should be because he traded in the old truck for $75.00.

MR. RICE: It was worth over $300.00 when he took it over.

MR. TURCOTTE: Even admitting that, even admitting that, and then he sold this other truck which he says was worth $400.00 or $500.00 for $300.00 at a forced sale. You can understand these people had to get rid of this stuff, otherwise it would have been left there and sold for $10.00 as the last case we had here.

THE SUB-COMMISSIONER: Some amount should be deducted.

MR. TURCOTTE: Yes, your Honour, some amount should be deducted.

THE SUB-COMMISSIONER: What would you suggest, or what would this witness suggest?

MR. TURCOTTE: I think $300.00 would be fair under the circumstances.

THE SUB-COMMISSIONER: $300.00?

MR. TURCOTTE: Yes, sir, I think that would be fair under the circumstances.

THE SUB-COMMISSIONER: That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

Certified a true and accurate transcript.

"S.R. Howard"; Official Reporter.

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

SUB-COMMISSIONER: L.H. Stack

NOV 26 1947 Case No. 600

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

1388

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

(1) NAME HIGO BINOSUKE (RCMP) Reg. No. 00566
(Print) Surname Given Name

(2) Pre-Evacuation Address 9134 HUDSON STREET, VANCOUVER B.C.

(3) Present Address C/o A.R. MARSHALL, P.O. BOX 547, LETHBRIDGE ALTA.

(4) REAL ESTATE

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

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

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

(i) ~~Farm~~
(ii) ~~Residence~~ Type of business FRESH FISH STORE (RETAIL)
(iii) Business
(iv) Any other type of property (describe) FISH BUYER

(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 - - - - - - - - - - - - - - - - $ _____

(ii) Buildings - - - - - - - - - - - - - - - - $ _____

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - $ 3200.00

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

(v) Amount at which Custodian sold property and credited your account - - $ 35 –

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

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
9134 HUDSON ST. VANCOUVER B.C. K. ICHINO'S RESIDENCE STEVESTON B.C.

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

(c) How stored or packed at time of evacuation _____

(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") B.C. PACKERS LTD. C/O MR. CHARLES GILLESPIE (ex-manager)

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

1. _____ Estimated Value $_____
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 $_____

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) - $ 2156.50

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

(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)
PROVINCE of ALBERTA)
TO WIT:)

I, BINOSUKE HIGO of the WHITE SCHOOL DISTRICT
of LETHBRIDGE 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 24TH day of NOVEMBER)
A.D. 1947. [signature]) A Commissioner &c.

B. Higo

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.

In 1936 I bought a fish buyer and retail fresh fish business at the sum of $3200.00.

When my evacuation in June 1942 came, I made an agreement with Mr. Charles Gillespie (then manager of B. C. Packers Ltd.), that my fresh fish store and my "right" as a fish buyer be in the care of B. C. Packers during my absence. Monthly rent on the fish store payable to Real Estate agency (J.W. Fairhall) to be paid by the B.C. Packers during my absence. And that in the event of my return my business and right as a fish buyer was to be returned to me. This was the agreement.

Later, after my evacuation, the Custodian removed the goods, furniture and fixtures from my fish store without either my consent nor the B.C. Packers consent. Consequently this action taken by the Custodian resulted in the breach of my agreement with B.C. Packers.

Now that I am unable to return to my former business, this has resulted in a loss of my "business right" or "claim".

5 (f)

--Itemized description of the total claim:

(1) Property sold by Custodian at the value of $35.00--

(a) Paper roll	(h) Picture
(b) Small table	(i) Stool
(c) Dining table	(j) Kitchen cabinet
(d) Bookcase	(k) 3 beds
(e) Organ and stool	(l) 3 springs
(f) Wall cabinet	(m) Heater
(g) Baby crib	(n) 4 boxes Japanese dolls

(2) Property left at K. Ichino's residence (Steveston B.C.)

(a) One Buddhist shrine
(b) 2 boxes of dinner ware
(c) Box of clothing
(These goods were taken by the Custodian to the Steveston Buddhist church.)

(3) Property sold by me to the B.C. Packers--at the total of $186.00

(a) 2 scales	(f) 1 heater
(b) 2 iceboxes	(g) 1 wall clock
(c) 1 counter	(h) 1 float
(d) 1 office desk	(i) 1 rowboat
(e) 6 chairs	

--Also sold 1 Collector Boat $850.00

Therefore--

Value of business		$3200.00
Received:-B.C. Packers	$186.00	
Collector boat	850.00	
Custodian	35.00	1071.00
		2129.00
Plus Fish store license for '42		15.00
Truck license for 1942		12.50
Total of claim		$2156.50

Higo, Binosuke
(Claimant's Name)

PERSONAL PROPERTY
(Business)

00566
Reg. No.

Type of BUSINESS	Location	Gross Turnover 1941	Average Mark Up	Net Income 1941	Estimated Value of Goodwill
Retail Fish Store and Fish Biyer	9134 Hudson St., Vancouver, B.C.			$1500.00	$1000.00

Description of Stock-in-trade at evacuation (Attach inventory with cost prices)

Whether prices mentioned are wholesale or retail:

I PURCHASED THE BUSINESS

Date of Purchase	Price	Value Stock Date of Purchase	Value of Furniture equipment and Fixtures at date of purchase	Value of Goodwill at date of purchase:
Sept. 5, 1936	$3200.00	Boat Chattels	$1500.00 700.00 $2200.00	$1000.00

Furniture equipment and fixtures acquired after purchases:

Description	Date Acquired	New or Used at Date Acquired	Price Paid	Condition when Evacuated:	Estimated value at date of Evacuation:

List of Accounts Receivable and Accounts collected by Custodian Attached:

EXHIBIT No. 600-1
DATE Aug 23/48
FILED BY R. S. Lusco

Method of Storage and Arrangements Made at Time of Evacuation:

Left with B. C. Packers Limited.

Additional comments, if any: My brother Frederick Kamitakahara purchased this business from Kiyomitsu Yamasaki on September 5th, 1936 for $3200.00, I took the business over in 1938 for the same price. The business consisted of a fresh fish business and a Collector Boat. This boat was used on a charter basis with the Cannery Company and picked up fish at sea from the fishing boats and delivered the fish to the Cannery.

x B. Higo
Signature

I believe that a fair division of the purchase price in 1936 was as follows:-

Boat	$1500.00
Chattels	700.00
Goodwill	1000.00
	$3200.00

In 1941 I believe that a fair division of the value of the business in 1941 was as follows:-

Boat	$1300.00	Sold for	$850.00
Chattels	535.00	Sold for	240.50
Goodwill	1000.00		
	$2835.00		$1090.50
Less	1090.50		
	$1744.50		
Less loss on boat	450.00		
Net claim	$1294.50		

650

My gross income from the store in 1941 was about $600.00 and from the boat about $900.00.

It is impossible for me to put a separate price on each article as they were purchased altogether for one price and at no time were separate values placed on individual items. The Agreement to purchase specifically included the item of goodwill.

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 1388 EXHIBIT No.

NAME HIGO, Binosuke

REG. No. 00566

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION March 21/42 EVACUATION Sept. 19/42	TAKEN BY DATE October 31/42			AUCTION	TENDER &c		
Located at 9134 Hudson Street, Vancouver, B.C. 1. One roll top office desk 2. 1 buddist shrine 3. four tables 4. 1 organ 5. 1 clothes closet 6. 4 bed spring & mattress 7. 1 kitchen stove 8. 3 heater 9. 10 chair 10. 1 wall clock 11. 1 scale 12. 1 rowboat 13. 1 float 14. 1 Singer sewing machine 15. 1 store scale 16. 1 sofa 17. 1 china cabinet 18. Furniture, stock & fixtures of Fresh Fish & Grocery business.	Goods moved to storage at 8757 Selkirk from 9134 Hudson Street, identified as HIGO's. 1. 1 paper roll 2. 1 small table 3. 1 dining table 4. 1 bookcase 5. 1 organ & stool 6. 1 wall cabinet 7. 1 picture 8. 1 stool 9. 1 kitchen cabinet 10. 3 beds 11. 3 springs 12. heater 13. 4 boxes Jap. dolls 14. 1 baby crib	Property Sold by Custodian 35.00 1. Paper roll 2. small table 3. dining table 4. bookcase 5. organ and stool 6. wall cabinet 7. baby crib 8. picture 9. stool 10. kitchen cabinet 11. 3 beds 12. 3 springs 13. heater 14. 4 boxes Jap. dolls. Property left at K. Ichino's residence (Steveston)B.C. 15. 1 Buddhist shrine 16. 2 boxes of dinnerware 17. Box of clothing. Property sold by me to the B. C. Packers 186.00 18. 2 scales 19. 2 iceboxes 20. 1 counter 21. 1 office desk 22. 6 chairs 23. 1 heater 24. 1 wall clock 25. 1 float 26. 1 rowboat 27. 1 Collector boat 850.00 $1071.00 Value of business 3200.00 Rec'd. 1071.00 2129.00 Fish store license for 1942 15.00 Truck license for 1942 12.50 Claim $2156.50				
His letter of Jan. 30/44 declares 1 radio in storage at J.W.Kelly Piano Co.							

SUMMARY OF CLA

Claimant has no

LE No 1388 EXHIBIT No. CASE No.

G. No. 00566 VENUE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
AUCTION	TENDER &c							
								Claimant has not placed individual values on the goods listed in claim. In letter of May 17, 1948, he states that he is unable to do so. Goods identified as property of claimant sold at auction by Custodian on Sept.28/44 for $54.50.
								No record at any time of goods belonging to this man being left at the residence of K. Ichino.
								The goods sold to B. C. Packers Ltd. were sold by claimant, without the knowledge of Custodian.
								Vessel sold through Japanese Fishing Vessels Disposal Committee.

SUMMARY OF CLAIM

Claimant has not placed a value on the goods sold at auction for $54.50. Claim cannot be analyzed.

Smathson
May 25/48

EXHIBIT No. 600-2.
DATE Aug. 23/48
FILLED BY Gra Rie

Form No. 30. 3-1928. Conditional Bill of Sale. The Clarke & Stuart Co., Limited, Law Printers and Stationers, Vancouver, B. C.

CONDITIONAL BILL OF SALE

"CONDITIONAL SALES ACT"

EXHIBIT No. 600-3
DATE Dec 23/48
FILED BY R. J. Parcote

These Presents Witnesseth:

That Kiyomitsu Yamasaki Merchant of City of Vancouver British Columbia, hereinafter called the Seller, has delivered to Frederick Kamitakahara Fish Buyer residing at Vancouver Cannery in Eburne Post Office B.C. hereinafter called the Buyer, the goods hereinafter described, under a contract of conditional sale, the terms and conditions of which contract of conditional sale are as follows, to wit:

1. Said goods are now and shall remain the absolute property of the Seller until after the full and complete payment of the purchase price therefor, which purchase price is the sum of $3200.00

2. That the Buyer has this day paid to the Seller, on account of said purchase price, the sum of $500.00, the receipt of which is hereby acknowledged.

3. That the balance of said purchase price, to wit: $2700.00, is evidenced by the following described promissory notes, to wit:

NUMBER	MAKER	DATE	DUE	AMOUNT
I.	Frederick Kamitakahara	5th September 1936	On Demand	$2700.00

4. That on full payment of said promissory notes, principal and interest, according to their terms, the title of said goods shall vest in the Buyer subject to the conditions herein contained.

5. The said goods and every part thereof at all times while out of the possession of the Seller shall be at the risk of the Buyer, and all loss of or damage to said goods or any part thereof shall be borne by the Buyer, and no such loss or damage shall operate to extinguish or diminish any liability upon said notes or any of them; and the Buyer further agrees to keep the said goods insured in a sufficient amount in favor of the Seller to cover his interest at all times before the vesting of said title in the Buyer by the making of said payments as aforesaid.

6. The Buyer shall at all times while the said goods are in possession of the Buyer have the right to use the same for all uses and purposes for which said goods are designed.

7. Said goods are described as follows, to wit:

Form No. 53. Acknowledgment of Maker
L. R. Act 4-34

The Clarke & Stuart Co., Ltd., Law Printers and Stationers
Vancouver, B.C.

Acknowledgment of Maker

(including Married Woman)

I Hereby Certify that, on the Fifth day of September 1936, at City of Vancouver, in the Province of British Columbia, Kiyomitsu Yamasaki AND Frederick Kamitakahara (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 they are the persons mentioned in the annexed instrument as the makers thereof, and whose name are subscribed thereto as parties, that they know the contents thereof, and that each executed the same voluntarily, and are of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at City of Vancouver in the Province of British Columbia, this 5th day of September in the year of our Lord one thousand nine hundred and thirty-six.

L. Armstrong

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.

now contained within the premises known as 9134 Hudson Street in the City of Vancouver and Province of British Columbia.

18. One Chevrolet Truck (1926) (B.C. License No. C 3-588)

S. K. Kamitakahara

Form No. 30. 3-1928. Conditional Bill of Sale. The Clarke & Stuart Co., Limited, Law Printers and Stationers, Vancouver, B. C.

CONDITIONAL BILL OF SALE

"CONDITIONAL SALES ACT"

EXHIBIT No. 600-3
DATE Aug 23/48
FILED BY R. S. Lane

These Presents Witnesseth:

That Kiyomitsu Yamasaki Merchant of City of Vancouver British Columbia, hereinafter called the Seller, has delivered to Frederick Kamitakahara Fish Buyer residing at Vancouver Cannery in Eburne Post Office B.C. hereinafter called the Buyer, the goods hereinafter described, under a contract of conditional sale, the terms and conditions of which contract of conditional sale are as follows, to wit:

1. Said goods are now and shall remain the absolute property of the Seller until after the full and complete payment of the purchase price therefor, which purchase price is the sum of $3200.00

2. That the Buyer has this day paid to the Seller, on account of said purchase price, the sum of $500.00 the receipt of which is hereby acknowledged.

3. That the balance of said

S100MN

I. One roll top office desk
2. One Buddist Shrine
3. Four tables
4. One Organ
5. One book case
6. Clothes closet One
7. One bed spring & mattress
8. One kitchen stove
9. Two heaters
10. Ten chairs
11. One wall clock
12. One Collector Boat 36feet in length,8feet beam 3ft6inch depth,powered with a 14 to 18 h.p.Palmer engine,
13. One scale
14. One row boat
15. One Float
16. The Good Will ofnthe Fresh Fish and Grocery business situate at 9134 Hudson Street In the City of Vancouver and Province of British Columbia
17. Together with all furniture ,stock and fixtures in respect to the aforesaid Fresh Fish and Grocery business now contained within the premises known as 9134 Hudson Street in the City of Vancouver and Province of British Columbia.
18. One Chevrolet Truck (1926) (B.C. Licence No. C 3-588)

K.Y.
F.K.

F. M. Kamitakahara

Form No. 30. 3-1928. Conditional Bill of Sale. The Clarke & Stuart Co., Limited, Law Printers and Stationers, Vancouver, B. C.

CONDITIONAL BILL OF SALE

"CONDITIONAL SALES ACT"

EXHIBIT No. 600-3
DATE Dec 23/48
FILED BY R. J. Lascelle

These Presents Witnesseth:

That Kiyomitsu Yamasaki Merchant of City of Vancouver British Columbia, hereinafter called the Seller, has delivered to Frederick Kamitakahara Fish Buyer residing at Vancouver Cannery in Eburne Post Office B.C. hereinafter called the Buyer, the goods hereinafter described, under a contract of conditional sale, the terms and conditions of which contract of conditional sale are as follows, to wit:

1. Said goods are now and shall remain the absolute property of the Seller until after the full and complete payment of the purchase price therefor, which purchase price is the sum of $3200.00

2. That the Buyer has this day paid to the Seller, on account of said purchase price, the sum of $500.00 the receipt of which is hereby acknowledged.

3. That the balance of said [illegible]

8. In case default shall be made in the payment of the said promissory notes or any of them or any renewal or renewals thereof, either on account of principal or interest, as and when the same shall become due and payable according to their terms and conditions, or should the Buyer at any time fail to do, observe, or perform any of the terms, covenants or conditions herein contained, or should the Seller feel unsafe with respect to said goods or the unpaid balance of purchase price, then upon giving notice to the Buyer in that behalf, the whole of the balance of purchase price remaining unpaid shall, notwithstanding the giving or accepting of the aforesaid promissory notes, immediately become due and payable and in default of immediate payment the Seller shall be empowered to take possession of the said goods with or without process of law, as the Seller may elect, and this contract shall thereupon be and become forfeited and determined at the election of the Seller and all sums theretofore paid by the Buyer shall be retained by the Seller as rent for the use of the said goods, but provided, however, that any such default on the part of the Buyer shall not operate to extinguish or diminish any liability upon the said notes or any of them. Provided further that the Seller may upon taking possession of the aforesaid goods elect to resell the said goods and apply the proceeds of such sale first in payment of all costs and expenses of seizure and sale, and the balance on account of the purchase price still remaining unpaid and in case of any deficiency the Buyer shall upon notice immediately pay the amount of purchase price then still remaining unpaid.

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

10. Wherever the singular or the masculine are used in this document, 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, where the context or the parties so require.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this Fifth day of September A. D. 1936

SIGNED, SEALED AND DELIVERED
In the presence of

K. Yamasaki

F. M. Kamitakahara

Date.....192.....

AND

CONDITIONAL BILL OF SALE

The Clarke & Stuart Co., Ltd., Law Printers and Stationers, Vancouver, B. C.
Form No. 30