Name of Claimant YAMAKAMI, Shotaro Case 809

1933

Custodian File

SEE ALSO CASES 96 and 1192

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	
								900.00
				(INCLUDES CASES 96 & 1192) (All have interest)				

TOTAL RECOMMENDATION	900.00

1540

CASE NO: 809.

JAPANESE PROPERTY CLAIMS COMMISSION

Moose Jaw, Saskatchewan,

April 8th, 1948.

IN THE MATTER OF THE CLAIM OF

SHOTARO YAMAKAMI.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 809.

IN THE MATTER OF THE "INQUIRIES ACT"

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

10 Moose Jaw, Saskatchewan,
April 8th, 1948.

IN THE MATTER OF THE CLAIM OF

SHOTARO YAMAKAMI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
P.G. MAKAROFF, Esq.K.C.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
G.N.R. UPTON, Esq.,	Official Interpreter.
D.H. COGHILL, Esq.,	Official Reporter.

30

THE COMMISSIONER: Which do we start with this morning?

MR. MAKAROFF: Would it suit your Lordship's convenience if we tried No. 9. There are two claims. This is claim No. 2.

THE COMMISSIONER: The same man?

MR. MAKAROFF: Yes.

THE COMMISSIONER: All right.

THE SECRETARY: Case No. 809, Shotaro Yamakami.

10 SHOTARO YAMAKAMI, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. MAKAROFF:

Q You are living in Moose Jaw now, are you?

A Yes.

Q You come from Vancouver? A: Yes.

Q And while there you were engaged in the dry cleaning business? A: Yes.

Q How many dry cleaning places did you have there?

A One plant and one store.

20 Q What was the name of the plant?

A Victor Wholesale Cleaners.

Q At 2046 West 4th Street, Vancouver, is that right?

A Yes.

Q You bought that place in 1941, is that right?

A Yes.

Q And you bought it from N. Wener?

A Yes.

THE COMMISSIONER: Are you referring to a business that you bought or a piece of real estate?

30 MR. MAKAROFF: Q: You bought the business; you didn't

buy the store? A: We buy the equipment.

Q You didn't buy the store and the lot?

A No, no.

Q You bought from M. Wener? A: Yes.

Q This is your option for it? (producing).

A Yes.

Q Whose name is that here? A: Mr. Wener.

Q And this? A: My name.

10 Q And you acquired an option to buy it by this document?

A Yes.

MR. MAKAROFF: We will put that in, my lord. It is dated October 11th, 1941, the option is until the 14th day of October, 1941.

(DOCUMENT MARKED EXHIBIT NO. 1).

Q Then Mr. Hicks rented the place to you, did he, the lot and premises? A: Yes.

Q You bought the equipment and the plant; all that was inside the plant, from Mr. Wener and Mr. Hicks

20 gave you the lease?

A Yes.

Q Is this the lease dated 20th October, 1941?

A Yes.

MR. MAKAROFF: I put that in as an exhibit.

(LEASE MARKED EXHIBIT NO. 2).

Q And you bought all the equipment and contents for $3500.00? A: Yes.

Q And were you alone in this deal or did you have associates and other people in it?

30 A I got it, and then I got partners to come in.

Q Howmany men came in with you?

A Fifteen.

Q Who were these other people? I don't mean that you should give me the names, but I want to know what business they were in. A: Cleaning and in the retail business.

Q Your object was to have this plant do all the work for the members joining in the purchase of this plant? A: Yes.

10 Q And the purchase price was $3500.00? Was that a fair price? Was it a bargain or did you get cheated on it?

A It was a bargain.

Q Im your opinion what was the actual true market value of that plant as you bought it covered by that option at that time? How much was it worth?

A Oh, about $7000.00, anyway.

Q Would you have taken $4500.00 for it? Would you have sold it for $4500.00?

20 A No, I wouldn't have sold it.

Q Well then, how much didyou put in?

A I put in $800.00.

MR. MAKAROFF: I will just put in another document here.

Q On the 19th of March, 1942, where were you?

A In Vancouver.

Q What did you do with your cleaning plant that you bought from Wener at that time?

A March?

Q Yes. A: We shut down.

30 Q Did you make a deal with Mr. Hicks?

A Yes.

Q I show you a document here. Is that the document setting forth your deal with Mr. Hicks?

A Yes.

Q Dated the 19th of March, 1942?

A Yes.

Q You owed Mr. Hicks some money at that time?

A The money was in boilers.

Q Who put in the boilers? A: Hicks.

10 MR. MAKAROFF: I will file the document. It speaks for itself.

(DOCUMENT MARKED EXHIBIT NO. 3).

Q Now, after buying this dry cleaning establishment, did you put any more capital into it, any more equipment or fix it up? A: Before the winter we had to fix it all up. We went from retail to wholesale.

Q How much money did you put into the plant repairing it and remodeling it?

20 A Pretty nearly $2000.00.

Q What do you mean "pretty nearly $2000.00"? $1900.00, $2000.00? A: Oh, about $2000.00 anyway.

THE COMMISSIONER: I should think you would know how much additional capital you put in.

MR. MAKAROFF: Q: Have you a record of how much you put in in remodelling and re-equipping it?

A There are no papers.

Q Where are your papers?

30 A We lost them all.

Q Do you remember anything that you did that was of a substantial amount in remodelling and equipping it? Can you tell us any items? Do you understand what I mean? Any big items that you did to that plant at the cost of $2000.00.

A Well, we have got to repair the machinery.

Q What did you do with that $2000.00? Can you tell us some of the things that you did with that $2000.00 investment into that plant?

10 THE INTERPRETER: A: All the machinery was old, and I had to make a number of repairs to the machinery. It would be $1000.00 for repairs, anyway. Then there were a number of alterations which had to be made in changing the business from retail to wholesale.

Q Did you take out partitions or put in partitions or put in counters? or what did you do?

THE WITNESS: A: I had to get a number of boxes for the clothes and one thing and another like that.

Q What do you mean "boxes"?

20 A When these things were cleaned they were put into boxes and sent out.

Q Tell us a about that approximate $1000.00 of repairing that you did. Did you pay that to one man or to several? A: Two or three people.

Q Now, I show you here a statement, that was prepared. Is that your signature? It is a statement of the personal property relating to your business.

MR. MAKAROFF: I think you have a copy, Mr. Hunter.

30 Q This was prepared on your instructions?

A Yes.

Q Is it correct to the best of your information, knowledge and belief? A: Yes.

MR. MAKAROFF: I would like to tender that, my lord.

(STATEMENT MARKED EXHIBIT NO. 4).

Q Did Mr. Hicks put in any more equipment or machinery there after he went into possession under that agreement that was just filed here?

A He don't put in anything.

10 Q After you signed that agreement?

A He put no money into repairings after that.

Q Nothing new? A: No.

Q How much money did you put into the plant?

A $800.00.

Q Are there any other claims being made by any of your associates for any part or interest in this plant besides yourself, anybody else making a claim for this dry cleaning establishment?

A I don't know.

20 Q Let us take T. Onoto . Is he one of the partners?

A Yes.

Q How much did he put in? A: $600.00.

Q Do you know if he is making a claim?

A I don't know.

Q What about Iwamo, how much did he put in?

A $300.00.

Q Is he making a claim? A: I don't know.

THE COMMISSIONER:Q:Do you know if any of your partners

30 are presenting a claim to this Commission?

THE INTERPRETER: A: Iwamo and Onoto put one in.

THE COMMISSIONER: We have all these amounts shown in Exhibit No. 4.

MR. MAKAROFF: Perhaps my learned friend could help us in that respect. My understanding is there were only two other individuals presenting any claims to this property, Onoto and Iwamo.

THE COMMISSIONER: That can be found out. Certainly no claim has been presented before me up to date in relation to it.

MR. MAKAROFF: Q: On the back of this statement, that we have just put in evidence , personal property relating to business, we have a long list, a description of stock-in-trade at the evacuation and it says "prices on items new".

THE WITNESS: A: Yes.

Q Is that your valuation of these goods and chattels at the time of your evacuation, or was that the original cost price of the articles?

A That is the new price.

THE COMMISSIONER: New price as of what date?

MR. MAKAROFF: Q: New price when?

A Not when I bought it new.

THE COMMISSIONER: Interpreter, put the question to him. Are his figures on the back of Exhibit 4 the new price as at the year 1948? If not, at what time?

THE INTERPRETER: A: It is the new price for the year 1948.

MR. MAKAROFF: There must be a mistake there. When was this statement prepared? Have you the analysis

THE INTERPRETER: A: Iwamo and Onoto put one in.

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MR. MAKAROFF: Q: On the back of this statement, that we have just put in evidence , personal property relating to business, we have a long list, a description of stock-in-trade at the evacuation and it says "prices on items new".

THE WITNESS: A: Yes.

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20

A That is the new price.

THE COMMISSIONER: New price as of what date?

MR. MAKAROFF: Q: New price when?

A Not when I bought it new.

THE COMMISSIONER: Interpreter, put the question to him. Are his figures on the back of Exhibit 4 the new price as at the year 1948? If not, at what time?

THE INTERPRETER: A: It is the new price for the year 1948.

MR. MAKAROFF: There must be a mistake there. When was this statement prepared? Have you the analysis

30

of personal property claim, Mr. Hunter?

MR. HUNTER: Yes.

MR. MAKAROFF: May I introduce that in evidence?

(ANALYSIS MARKED EXHIBIT NO. 5).

Q When did you put in a claim for this property?

MR. HUNTER: I find a memorandum that some of the others are making a claim, Onoto and Iwamo.

MR. MAKAROFF: Q: This is the price you put on when you first made a claim and that was in 1947, wasn't it?

10 A Yes.

Q And when ~~xxx~~ you were giving these prices at the time you made the first claim by saying that was the new price, you meant the price at the time that you made that claim? A: Yes.

Q Not at the time they were bought?

A No.

Q Let us go over a few of the larger items here. You have here the first item which is a boiler and oil burner and the value you place on that is

20 $1000.00. A: Yes.

Q And that was the price new? A: Yes.

Q If you had to replace it at the time you put in your claim in 1947? A: Yes.

Q The valuation placed on it by the Custodian was $125.00. That's the condition it was in when they took it. That would be in 1944 when they disposed of it, August 28th, 1944. They valued it at $125.00. Would you say that was a fair valuation of that machinery or not? A: No.

30 Q How much would you say it was worth at least?

A Oh, about $700.00.

MR. MAKAROFF: That is the $1000.00 item in the claim.

THE COMMISSIONER: He says it was worth $700.00.

MR. MAKAROFF: Q: You did some repairs to that machine?

A We fixed it up.

Q Let us go to the next big item here. Here is one not so big, No. 3, solvent tank. You value it at $150.00 and the appraiser says it is only worth $10.00. Is that a fair valuation?

10 A No.

Q How much would you say that solvent tank was worth in August, 1944, provided it wasn't wrecked after you gave up possession? A: $120.00, anyway. You have got to dig it in the ground.

Q It is in the ground , is it?

A In the ground.

Q It might not be worth much money if you had to take it out of the ground but for a going concern it was worth $120.00?

20 A Yes.

Q Here is another item, No. 4, Tumbler-Beaver laundry type, you valued it at $800.00 new and the appraiser values it at $225.00. Is that a fair valuation?

A No.

Q How much would you say that was worth?

A $650.00.

Q There is a large washer here, Beaver laundry, $1200.00? A: Yes.

Q What valuation would you put on that? How much

30 would you think it was worth in 1944 if it wasn't

damaged or wrecked? A: $1000.00.

Q How old is it, do you know?

A I buy the whole equipment altogether.

Q How old was it when you bought it?

A About five years old.

Q They value it at $125.00. Do you think that is fair? A: No.

Q Here is a small washer, Beaver laundry, the small one, No. 6. You value it at $500.00. How much was it

10 worth when you gave it up? A: $400.00.

Q How much would it be worth in 1944, two years after? It wasn't new when you gave it up.

A Well, another two years, $350.00.

Q It is valued at $175.00 here. Do you think that is a gift? A: Yes.

Q Here is a D.C. extractor. What is that?

A It extracts a gas.

Q You valued that at $800.00? A: Yes.

Q How much was it worth in August, 1944?

20 A Oh, about $650.00.

Q How old was that, do you know?

A Oh, about five years old.

Q There is a 7½ horsepower motor, item 16, $400.00, and it was valued at $125.00. Is it just one or is it 7 half power motors?

A One big motor, 7½ horsepower.

THE COMMISSIONER: In Exhibit No. 4, it reads "motors".

THE WITNESS: 7½ horsepower, one motor.

MR. MAKAROFF: Q: And you say it was worth $400.00?

30 A Yes.

Q How much was it worth in August, 1944, in your opinion?

A Oh, about $300.00.

Q In the small room there were tubs and wiring and an air conditioned blower, which you valued at $400.00. The wiring at $150.00, and the tubs at $200.00. Now, in August, 1944, they say all those three items were only worth $30.00. How much do you think they were worth in August, 1944?

A About $500.00.

10 THE COMMISSIONER: That is items Nos. 17, 18 and 19, all taken together are worth $500.00.

MR. MAKAROFF: I might say, my lord, that the valuation of those items had been reduced in the claims. They were originally valued at $9655.50. That was the value new and the value is placed in this claim now at $6500.00.

THE COMMISSIONER: Not on Exhibit No. 4, Exhibit No. 4 still claims the $9655.50.

MR. MAKAROFF: On the face of it, total claim is made

20 for $6500.00.

Q To continue with those items, Mr. Yamakami, here is item No. 28, safe, Grodie McCulloch , and you valued it new at $350.00. How much do you say that safe would be worth in the month of August, 1944? A: About $275.00.

Q A safe doesn't depreciate very fast.

A Pretty good whether new or old.

Q Would you say that $80.00 was a fair price for it in 1944? A: Not enough, no, no.

30 Q Another item here, pipes and valves, $100.00.

Would you say $10.00 was a fair valuation of those things in August, 1944?

A A pretty tough price.

Q How much do you think they were worth?

A About $80.00.

Q What kind of pipes and valves were these?

A Jenkins valves, expensive valves.

Q Are they attached to the fixtures? What are they used for? A: A gas goes

10 right through those pipes.

Q And they last a long time? A: Yes.

Q They value them in 1944 at $10.00. That isn't a fair valuation? A: No.

Q Dry room here, item 40. What is it?

A A dry room to dry the clothes.

Q Was this a building? A: No, a box.

Q A compartment? A: Yes.

Q It is a fixture? A: Yes.

Q How much was it worth in August, 1944?

20 A About $80.00.

Q There isn't much depreciation on that?

A No.

Q Not like in machinery? A: No, no.

Q Here is Hoffman presss machine, $850.00.

A Yes.

Q Item No. 41. How much do you think that machine was worth in August, 1944? A: Oh, about $650.00.

Q $300.00 wouldn't be enough? A: No.

30 Q We have a picture. Is that the same kind of machine?

A No.

MR. HUNTER: I think if Mr. Makaroff is going to give the evidence, he should go in the box.

MR. MAKAROFF: I understood that the rules of evidence weren't going to bother his Lordship very much.

THE COMMISSIONER: It is just as well not to push it too hard. It is the witness' statement I want to get.

MR. MAKAROFF: Q: Here is a caustic tank. What is it?

A Like a big bowl.

10 Q Is there machinery in it or is it just a big bowl?

A Just a big barrel or tank.

Q The price of it was $100.00?

A Yes.

Q What would the price of that be in August, 1944?

A $80.00.

Q Would $5.00 be enough for that machine?

A No, no.

MR. MAKAROFF: Incidentally these items, as I construe the claim, are not claimed for separate and apart

20 from the business. That is, it is part of the equipment.

THE COMMISSIONER: I appreciate that.

MR. MAKAROFF: It goes to make up the valuation he places upon the whole business and plant.

Q Now you were running this as a wholesale cleaning plant. Is that right? A: Yes.

Q What sort of a business were you doing in dollars and cents? Were you making money? Was it a profitable business, or were you losing money?

30 A Making pretty good.

Q What do you mean, pretty good?

A We got about $350.00 a week, and I had 36 customers.

Q These customers are retail cleaning places?

A Yes.

Q Were you busy? A: Yes, pretty busy.

THE COMMISSIONER: Q: When you name a figure of $350.00 a week, do you mean that was your total income?

A Gross income.

MR. MAKAROFF: Q: And about what part of that would be overhead expense? A: Expense about $200.00 a week.

Q So you would be making about $150.00 a week?

MR. MAKAROFF: This property was sold as a going concern, was it?

MR. HUNTER: I think so.

MR. MAKAROFF: Q: How much would you think your goodwill in that business was worth apart from the value of this equipment? How much more would you want for the business if you were selling it as a going concern? A: Oh, about $10,000.00.

THE COMMISSIONER: Q: You have been in business for one year?@ A: Not quite one year.

Q How do you justify a goodwill valuation of $10,000.00 developed in one year?

A Well about $9000.00 a year is the amount we make.

Q You were making a net, $9000.00 a year?

A A gross, $9000.00 a year.

Q $9000.00 was the gross, is that what you said? Don't overlook the fact that you already told me you were netting $150.00 a month.

A No, $150.00 a week.

THE COMMISSIONER: I am sorry.

MR. MAKAROFF: Also, my lord, there is this to consider, they had steady customers. Goodwill is acquired in that way. At least 16 retailers sending in their business, that is definitely steady customers and they built that up to 30.

THE COMMISSIONER: I simply put it to him and if he is standing on his $10,000.00 goodwill, I must accept
10 his evidence. I may say I am not greatly impressed.

MR. MAKAROFF: That is a matter of opinion, of course, but I do suggest in all earnestness this seems to be a genuine claim; the amount is a matter of opinion, but it seems to me this was a business that he bought very recently, and on the face of it it looks as if it was prospering.

THE COMMISSIONER: I gather from Exhibit 1 that his predecessor had failed because the sale was carried out under the Bulk Sales Act. No doubt the claimant
20 had business connections that his predecessor probably did not have.

MR. MAKAROFF: Your Lordship will recall the witness stated the first thing that they did was to convert it. Evidently this wasn't a very suitable location
f for retail trade and his predecessor had carried on retail trade.

Q What was Mr. Wener doing there?

A Operating the plant retail.

Q Is that a good place for retail?

30 A Pretty good.

Q He went bankrupt, I understand?

A He owed somebody money and said he couldn't run anymore.

Q Retail business has a lot of competition?

A Yes.

Q How were the times before 1941? Were they as good as after?

A Pretty good.

Q Was business as good before 1941 as it was after 1941?

10

MR. MAKAROFF: Interpreter, please put that question to him.

THE INTERPRETER: A: It was good in 1941 when I bought it.

THE COMMISSIONER: There is this factor you must take into consideration, that these customers were all persons of his own race and undoubtedly will all have been evacuated at the same time so that the customers will have disappeared immediately upon the evacuation. However, I have noted his estimate of goodwill.

20

MR. MAKAROFF: Your witness, Mr. Hunter.

MR. HUNTER: It is submitted the property was sold for its fair market value.

THE COMMISSIONER: It was sold as a going concern, was it?

MR. HUNTER: The equipment was sold to one person, my lord, operating on the premises. I don't think it was in operation at that time.

THE COMMISSIONER: The purchaser may or may not have carried on a business of the same character as the

30

claimant had carried on. In other words, was the purchaser conducting a wholesale dry cleaning business?

MR. HUNTER: I couldn't say, my lord.

MR. MAKAROFF: My information is that it fell into the hands of one Shone who rented the other premises that the witness owned also and that he was carrying on both places in much the same way as they had been run before.

THE COMMISSIONER: No doubt I will have evidence on that feature from the Government side later on.

MR. HUNTER: The appraisal was made by auctioneers and appraisers on August 28th, 1944, and they appraised the equipment at $2,071.35. In reply to an inquiry from the Custodian and by a letter dated November 23rd, 1944, Mr. Thompson of that firm states, (reading). I would tender those two as one exhibit, my lord.

(DOCUMENTS MARKED EXHIBIT NO. 6).

MR. HUNTER: By a bill of sale dated the 10th of January, 1945, the equipment was sold by the Custodian to Harry Dowbiggin and James Simkin.

THE COMMISSIONER: Had the business been in continuous operation up to that time?

MR. HUNTER: I cannot state definitely, my lord, although I believe it had been.

MR. MAKAROFF: What was it sold for?

MR. HUNTER: The price is $2100.00, my lord. These two people are described in the style as carrying on the business under the firm name of Aristocratic Wholesale Cleaners.

THE COMMISSIONER: That would indicate they are carrying on a business of the same character as the claimant.

MR. HUNTER: Do you wish this bill of sale filed?

THE COMMISSIONER: Yes, Exhibit No. 7.

(BILL OF SALE MARKED EXHIBIT NO. 7).

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Yamakami, were you the only active one in the business?

10 THE COMMISSIONER: I am afraid he doesn't understand you. Will you put the question, Mr. Interpreter?

THE INTERPRETER: A: I was the manager. There were other shareholders but they didn't take any part in the business.

MR. HUNTER: Q: That Mr. Omoto who put in $600.00, did he take any part in the business?

A No, he looked after his own retail business.

Q Was he in the cleaning and pressing business?

A He was doing cleaning and pressing and also tailoring.

20 Q But he understood this type of business pretty well, didn't he? A: Yes.

Q And he would be pretty interested in the financial end of it? A: He was interested but not over and above a general running of the business.

Q He would have a fairly accurate picture of the profits, wouldn't he? A: I hadn't told him anything about the profits at the time I was evacuated.

Q Wasn't he getting his share of the profits?

30 A They left without paying their bills and when they

left they left everything up to me to look after. They went without paying their bills at the time of evacuation.

Q Had you ever made any distribution of the profits to the shareholders? A: No.

THE COMMISSIONER: Q: You say Omoto didn't know whether the business had been successful or unsuccessful, is that correct? A: He did not know intimately.

Q Did he know what profits you were making weekly?

10 A About a month, anyways, before that he knew all about it. He knew about a month of the profits, generally speaking.

Q He knew how much you were making a month?

A Generally speaking.

THE COMMISSIONER: I understood him to say that he knew of the profit position of the firm up until the last month. Will you ascertain whether I have misunderstood him? That is, he was aware of the profit situation up until the month of September, but didn't know what the position was in October.

20 THE INTERPRETER: A: No, he didn't.

Q Am I correct in assuming Omoto knew what the profits were up until the month of September?

A He didn't know until September, 1942.

Q What did he know? A: The books for 1941 were shown to Omoto.

MR. HUNTER: Q: So that if he places a valuation on the business, he would have a fairly accurate idea of its value, is that correct?

30 A No, he would only have a general picture of the

business. He wouldn't have an intimate knowledge of the whole affair.

Q What do you say of his valuation? He values it as a going concern of $740.00.

A I think it is cheap.

MR. MAKAROFF: He seems to be emphatic.

THE COMMISSIONER: I take it you refer to a claim of Omoto to be heard.

MR. HUNTER: Yes, at Kamloops.

10 THE COMMISSIONER: Mr. Interpreter, I would like you to explain to the claimant that Mr. Hunter's statement in respect to Omoto is founded on a claim which Omoto has made to be considered by this Commission. Will you find out from him if he understands the explanation now made to him? I want to be sure he clearly understands the force of Mr. Hunter's statement before he steps down.

THE INTERPRETER: My lord, he says Omoto not being in possession of the books or anything of that sort

20 does not accurately know what the value of the business is.

THE COMMISSIONER: That is all as long as he understands.

MR. HUNTER: I think it is entirely a question of value.

THE COMMISSIONER: Any re-examination?

MR. MAKAROFF: Not on that point. I have this other claim to take up.

THE COMMISSIONER: Just before we leave this, it is not clear to me just what is Y amakami's interest in this business. He had an $800.00 interest in

30 a business capitalized at how much?

MR. MAKAROFF: The original investment of $3500.00 according to the witness' testimony and an additional expenditure of $2000.00 and then he states that the equipment was sold to him on an under valuation of $1000.00. That is the actual investment would be $5500.00, but he states that the purchase was at least $1000.00 under the true value, and he puts that claim at $6500.00. That is the capitalization.

10 THE COMMISSIONER: He had an investment of $800.00, in Exhibit No. 4 apparently there was an investment by these partners of $4105.00, so that this man would have an 8/41st interest in the business.

MR. MAKAROFF: He had 8/41st of the business.

RE-DIRECT EXAMINATION BY MR. MAKAROFF:

Q You put $800.00 into this business for repairs and everything? A: Just $800.00, my share.

Q Did you put back any of the earnings of the business

20 for repairs or anything like that?

THE COMMISSIONER: How could that change the situation?

MR. MAKAROFF: This is the original investment, I take it, and then they operated the business and he says they made extensive repairs.

THE COMMISSIONER: He at no time has said that he made a greater contribution than the capital of $800.00. It would be contributed equally.

MR. MAKAROFF: That is true. I was thinking of the quantum more than the percentage.

30 THE COMMISSIONER: His interest is 8/41st.

MR. MAKAROFF: Q: That is right, is it, Yamakami, you put in $800.00 and everybody altogether put in $4100.00? A: Yes.

Q What are these other boys going to do; are they going to get their share or are you undertaking to pay them? Are you representing the other boys excepting Omoto and Iwama? Do you want all the money to come into your hands and you divide it up, or what do you suggest?

10 MR. MAKAROFF: If he is representing the rest of them, it might be important.

THE COMMISSIONER: You may have noticed in Exhibit 6 upon the sale of the business, the Custodian distributed two-thirds of the proceeds to the claimant here, one-third to Iwamo. Apparently these other partners received nothing.

MR. MAKAROFF: Q: Did you receive any money from the Custodian? A: No.

Q Did you return it or was it not sent to you?

20 A No.

Q They held it? A: Yes.

MR. HUNTER: I presume it would be a book entry.

THE COMMISSIONER: In any case you have not received any money from the proceeds of the business?

THE WITNESS: I don't get anything.

THE COMMISSIONER: All right.

(ADVERTISEMENT MARKED EXHIBIT NO. 8).

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

30 Certified a true and accurate transcript.

"D.H. COGHILL"
Official Reporter.

#809 - (Considered along with Claims 96 and 1192)

(Conclusions in #96)

Case 809.

DEC - 2 1947

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.

(CLAIM 2)

ACKNOWLEDGED

9

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

(1) NAME YAMAKAMI, Shotaro (RCMP) Reg. No. 11598
(Print) Surname Given Name

(2) Pre-Evacuation Address 2046 West 4th Avenue, Vancouver, B.C.

(3) Present Address 147 Fox Street, Churchill Park, Moose Jaw, Saskatchewan.

(4) REAL ESTATE

(a) Street Address (if any) 706 West Broadway, Vancouver, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Lot 10, Block 245, Group 1, District Lot 526, New Westminster District

(c) Type of Real Property (cross out words which do not apply):
(i) ~~Farm~~
(ii) ~~Residence~~ Type of business Wholesale dry cleaning: The Victor Wholesale Cleaners.
(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.) Lessee - Three year lease from October twentieth, 1941 at $50.00 per month.

(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) - - Goodwill $ 10,000.00
Inventory (chattels) - - $ 9,655.50
Income: $13,000.00 per annum
For chattels - see Schedule "A".
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 19,655.50
(v) Amount at which Custodian sold property and credited your account - - $ 1,124.18
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 18,531.32

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
2046 West 4th Avenue, Vancouver, B.C.

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

(c) How stored or packed at time of evacuation
Left as a going concern

(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") _____

In care of the custodian

(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) - $ 18,531.32

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

Moose Jaw

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

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

DOMINION OF CANADA)
of)
TO WIT:)

I, SHOTARO YAMAKAMI of the City
of Moose Jaw in the Province of Saskatchewan

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 Moose Jaw)
in the Province of Saskatchewan)
this 19th day of November)
A.D. 1947.)

Shotaro Yamakami

George Tamahi.

A Commissioner ~~&xx~~ for Oaths in and for the Province of Saskatchewan, being a solicitor

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.

_____

_____

_____

_____

SCHEDULE "A"

PLANT:

Boiler and Oil Burner No. 41886 B.C. and 39719 respectively	$1000.00
Oil Tank	150.00
Solvent Tank	150.00
Tumbler - Beaver Laundry Mac Co. Ltd. Type C1-9 Serial No. 2754	800.00
Large Washer - Beaver Laundry Mac. Co. Ltd., Serial No. 2753	1200.00
Small Washer - Beaver Laundry Mac. Co. Ltd., Serial No. 2752	500.00
D. C. Extractor	800.00
Filter - Bowser Filter	500.00
Vacuum Still	500.00
Vise	5.00
3 Pumps	150.00
Tank	50.00
Shafting and Pulleys	300.00
Belting	150.00
Piping	200.00
7½ H.P. motors	400.00

SMALL ROOM:

Tubs	$ 200.00
Wiring	150.00
Blower (Air Conditioned) No A 38080	400.00

EQUIPMENT:

1 sleeve board	$ 5.00
1 Chair	2.50
Part clothes rach pipes	25.00
1 show case	30.00
Shipping table	25.00
Table	5.00
Small counter	25.00
2 small tables	10.00
Safe - Gordie McCulloch	350.00
1 pressing board	10.00
2 spotting boards and glass	30.00
2 smal l shades	10.00
1 large shade	8.00
1 camp stove	10.00
Shelving	25.00
2 clothes carriages	50.00
1 pump for taking water out of tank	75.00
3 steam traps	15.00

MACHINERY:

Cuff brush machine No. 1750	$ 65.00
Pipes and valves	100.00
dry room	100.00
Hoffman Press Machine XC05 # 5256	850.00
Steam Iron Patrick EF3BB # 1331	75.00
Caustic Tank	100.00
New Smoke Stack	50.00
TOTAL.....	$9655.50

This is Schedule "A" referred to in the solemn declaration of Shotaro Yamakima, declared before me at the City of Moose Jaw in the Province of Saskatchewan this 19th day of November A.D., 1947. Joseph Tomahi

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF SASKATCHEWAN, BEING A SOLICITOR.

11th October 1941.

IN CONSIDERATION of the sum of $100.00 now paid to me by Shotaro Yamakami (receipt whereof I hereby acknowledge), I hereby give and grant unto him an option until 2:30 o'clock in the afternoon of Tuesday, the 14th day of October, 1941, to purchase the plant, machinery and equipment now used by me at 2046 West 4th Avenue, Vancouver, B.C., excepting thereout only those articles already agreed upon between us for the sum of $3500.00, free of encumbrances, on the following conditions:-

1. A further sum of $400.00 is to be paid to me before the said 2:30 o'clock on October 14th.,1941.

2. A further sum of $1800.00 is to be paid before noon on Saturday, the 18th October, 1941.

3. The balance of $1200.00 is to be paid at the rate of $100.00 per month on the 20th day of each and every consecutive month, commencing with the 20th of November, 1941, together with interest on the unpaid balances from time to time calculated from the 20th of October, 1941 at the rate of 7% per annum, interest to be payable at the same time as the instalments.

4. In the event of default in any one payment for 15 days, the full balance is to forthwith become due and payable.

5. Possession is to be given October 20th.,1941, but I am to be permitted to use the front portion of the premises above-mentioned after that date at a rental of $5.00 per week, on the understanding that as soon as I get other suitable premises I can vacate on one week's notice to you. Meantime you are to supply me with such steam as I may require.

6. You are to make your own arrangements with the landlord of the said premises, my responsibility being limited to paying the rent to October 20th.,1941.

7. The first $500.00 is to be paid to me, and all of the balance is to be paid to Grossman & Holland, solicitors, as Trustees under the Bulk Sales Act.

8. You are to enter into a conditional sales agreement covering this purchase in such form as Grossman & Holland may settle, and I am to supply the proper affidavit under the Bulk Sales Act.

9. You are to be at liberty to transfer this option.

10. In the event the said sum of $400 is not paid at the time above-mentioned, or the said sum of $1800 is

EXHIBIT No. 809-1
DATE 8 April 1948
FILED BY L. G. Makaroff

L. G.
M.W.

not paid at the time set forth to be paid, time being of the essence, all rights hereunder shall be deemed to be cancelled, and all monies heretofore paid shall be forfeited to me as liquidated damages.

Yours truly,

M. Weber

AGREED:-

S. Yamagami

Form No. 8. Statutory Lease. 4-40. 1F 2 The Clarke & Stuart Co. Limited, Law Printers and Stationers, Vancouver, B.C.

This Indenture,

Made in duplicate the 20th day of October in the year of Our Lord one thousand nine hundred and forty one

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

DANIEL HICKS, Retired, of 1985 West 14th Avenue, in the City of Vancouver, in the Province of British Columbia,

Insert full Names, Addresses and Occupations of parties.

hereinafter called the "Lessor" of the First Part:

And

VICTOR WHOLESALE CLEANERS, dry cleaners, of 2046 West 4th Avenue, in the said City of Vancouver,

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 City of Vancouver, in the Province of British Columbia, and being more particularly known and described as follows:-

Lot ten (10), Block two hundred and forty-five (245), Group One (1), District Lot five hundred and twenty-six (526), New Westminster District, more particularly known and described as 2046 West 4th Avenue, together with all buildings and erections on the said Lot 10.

EXHIBIT No. 809-2
DATE 8 apl 1948
FILED BY
C. G. Makaroff

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.

From the 20th day of October one thousand nine hundred and forty one for the term of three years---------- thence ensuing.

Yielding during the said term therefor the rent of Eighteen hundred------ Dollars,

of lawful money of Canada, payable on the following days and times that is to say:

The sum of $50.00 on the 20th day of each and every month, in advance,

the first payment to be made on the 20th day of October, 194 1

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.

The Lessee covenants with the Lessor to clean all of the personal garments of the Lessor and of the Lessor's wife during the period of occupancy of the hereinbefore described premises without charge, as part of the consideration for the said Lease.

And also t
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Signed
IN

Signature of W

Street Address

City or Town

Occupation

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 Alexander C. Thayer
Street Address 475 - Howe St
City or Town Vancouver B.C.
Occupation Student at Law

Daniel Hicks

VICTOR WHOLESALE CLEANERS

PER

A Yamakoni

Dated October 20th 194 1

DANIEL HICKS

—TO—

VICTOR WHOLESALE CLEANERS

Statutory Lease

SHORT FORM

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C. Form No. 8

GROSSMAN & HOLLAND

clause #2

MEMORANDUM OF AGREEMENT made this 19th day of March, in the year of our Lord one thousand nine hundred and forty-two,

BETWEEN:-

DANIEL HICKS, of 1985 West 14th Avenue, in the City of Vancouver, in the Province of British Columbia,

Hereinafter called "THE PARTY OF THE FIRST PART"

OF THE FIRST PART

AND

SHOTARO YAMAKAMI and GENKYU IWAMA, of the City of Vancouver, in the Province of British Columbia,

Hereinafter called "THE PARTIES OF THE SECOND PART"

OF THE SECOND PART

WHEREAS by agreement dated the 20th day of October, 1941 M.Wener sold under a Conditional Sale Agreement to Shotaro Yamakami and Yoneyuki Watanabe the machinery and equipment used by him in connection with the carrying on of a dry cleaning establishment at 2046 West 4th Avenue, in the City of Vancouver, B.C., hereinafter referred to as the "said premises";

AND WHEREAS the interest of the said Yoneyuki Watanabe has been transferred to and vested in Genkyu Iwama;

AND WHEREAS there is due and owing under the said agreement as of 20th March, 1942 the sum of $1079.18, and there is due and owing to the Party of the First Part for rent of the premises in which the said goods are located the sum of $45.00;

AND WHEREAS the payments under the said agreement have not been made pursuant to the terms thereof;

AND WHEREAS the Party of the First Part has acquired from the said M.Wener all his right, title and interest in and to the machinery and equipment referred to in the said agreement of 20th October, 1941 and the moneys due thereunder;

DOCUMENT No. 809-3
DATE 8 Apl 1948
FILED BY P.G. makaroff

AND WHEREAS it has been mutually agreed that the Party of the First Part shall take over the said premises and the Parties of the Second Part agree that the equipment now therein located shall be used for the continuous carrying on of a dry cleaning business, subject to the terms and conditions hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH, the parties hereto hereby covenant and agree each with the other as follows:

The Parties of the Second Part covenant that they have, subject to the said agreement of October 20th., 1941, the right and ownership to all goods and chattels more particularly enumerated in the said agreement save as to certain items, and together with certain other items brought on to the premises since the date of the said agreement, and that save as aforesaid the said goods and every part thereof are free and clear of all liens, charges and encumbrances.

IT IS FURTHER AGREED that the Schedule hereto attached and marked "A" shall be and shall be deemed to be the goods, chattels and fixtures, machinery and equipment contemplated to be covered by the said lien agreement and shall be covered by the said lien agreement.

The Party of the First Part shall forthwith be put in possession of the said premises and shall have the right to lease the same on such terms as he shall see fit, and the Parties of the Second Part hereby surrender the unexpired portion of any tenancy or term now in existence. The rent payable by the incoming tenant shall be allocated as follows: The sum of fifty ($50.00) dollars to the Party of the First Part as rental of the said premises, and the residue shall be taken in satisfaction of the interest at the rate of

7% per annum on the said sum of $1124.18 now due and owing, and any payment of premium on any insurance on the said goods, chattels, machinery and equipment, which said insurance shall be carried by the Party of the First Part in the sum of $2000.00. No interest shall be charged to the Parties of the Second Part on the said sum of $1124.18 from said 20th March, 1942 until such time as interest again becomes payable as hereinafter set forth; provided, however, that the provisions of this sentence shall not in anywise prevent the Party of the First Part from receiving any rentals as hereinbefore set forth without any obligation to account to the Parties of the Second Part therefor.

The term of any lease so given by the Party of the First Part shall be so fixed that the Party of the First Part shall be able to give and shall give to the Parties of the Second Part re-possession of the premises after the expiration of two years from the date hereof, together with a period of six months which shall elapse from time when the Parties of the Second Part shall after the expiration of the said two year period notify the Party of the First Part in writing of their desire and intention to resume possession of the said premises.

All payments due and payable under the said agreement of October 20th.,1941 shall be suspended until the war existing between Canada and Japan shall have been terminated and for a further period of three months thereafter. After the expiration of one month thereafter the Parties of the Second Part shall commence and shall pay to the Party of the First Part the sum of One hundred ($100.00) dollars per month, such payments to be due on the first day of the month following that in which such notice is received, and thereafter be payable on the first day of eabh month. Interest

Interest shall be payable at the rate of 7% per annum thereafter by the Parties of the Second Part, provided that if possession is not given then the rentals received by the Party of the First Part shall be taken in satisfaction of such interest until possession is so given.

The Party of the First Part shall return the goods and chattels contained in the said schedule to the Parties of the Second Part at the expiration of the period herein specified in as good a condition as they now are (reasonable wear and tear and damage by fire, lightening, tempest, riots, or enemies of the King excepted). In the event it becomes necessary to replace or make extensive repairs to the boiler, two tanks or any motors, and the cost of such replacement or repairs is paid by the Party of the First Part, then and in such event the Party of the First Part shall be at liberty so to do and the amount so expended shall be added to the amount due by the Parties of the Second Part; provided, however, that the Party of the First Part shall not so expend a total sum in excess of $1,000.00. Provided, further, that the amount so expended shall bear interest at the rate of 5 % per annum from the date of such expenditure until the principal monies hereunder become payable.

In respect of all other parts of the equipment, if any of such shall be worn out and discarded and new or second-hand parts substituted, such parts shall become and be the property of the Parties of the Second Part, subject to the due performance of the said agreement of October 20th.,1941.

This agreement is subject to such proper orders or directions as may be made from time to time by the Custodian of Alien Property, or any other department of the Government.

The Parties of the Second Part covenant with the Party of the First Part to well and truly pay or cause to

be paid the said sum of $1124.18 in the manner herein provided, and the amounts expended by the Party of the First Part in respect of the said boiler, tanks or motors.

The said agreement of 20th October, 1941 is hereby amended as in this agreement set forth. In all other respects the said agreement of 20th October, 1941 is hereby confirmed.

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

SIGNED, SEALED AND DELIVERED)
in the presence of:-
Margaret D. Mitchell
as to signature of D. Hicks.

Daniel Hicks

S. Yamokami

G. Iwaard

SCHEDULE "A"

PLANT:

Boiler and Oil Burner No 41886 B.C. and 39719 respectively 1000
Oil Tank 150
Solvent Tank 150
Tumbler- Beaver Laundry Mac Co.Ltd Type Cl-9 Serial No. 2754 800
Large Washer- Beaver Laundry Mac.Co.Ltd- Serial No. 2753 1200
Small Washer- Beaver Laundry Mac.Co.Ltd- Serial No. 2752 500
D.C.Extractor 800.
Filter- Bowser Filter 500
Vacuum Still 500
Vise 5.00
3 pumps 150.
Tank - 50.
Shafting and Pulleys - 300.
Belting - 150.
Piping - 200.
7½ H.P.motors - 400.

SMALL ROOM:

Tubs - 200.
Wiring 150.
Blower (Air Conditioned) No A 38080 400.

EQUIPMENT:

1 sleeve board - 5.00
6 chairs - 2.50
Part clothes rach pipes - 25.
1 show case - 30.
Shipping table - 25.
Table - 5.
Small counter 25.
2 small tables 10.
Safe- Gordie McCulloch - 350.
1 pressing board - 10.
2 spotting boards and glass - 30.
2 small shades - 10.00
1 large shade - 8.00
1 camp stove - 10.
Shelving 25.
2 clothes carriages 50.
1 pump for taking water out of tank - 75.
3 steam traps 15.

MACHINERY:

Cuff brush machine No. 1750 - 65.
Pipes & valves - 100.
Dry room 100.
Hoffman Press Machine XC05 #5256 850.
Steam Iron Patrick EF3BB #1331 75.
Caustic Tank - 100
New Smoke Stack 50

Description of Stock-in Trade at evacuation	Prices of Items new
boiler & oil burner No. 41886 B.C. and 39719 respectively	$1,000.
oil tank	150.
solvent tank	150.
tumbler-beaver laundry type Cl-9 serial #2754	800.
large washer-Beaver laundry, serial #2753	1,200.
small washer-Beaver Lanndry, serial #2752	500.
D.C. extractor	800.
Filter-Bowser filter	500.
vacuum still	500.
vise	5.
3 pumps	150.
tank	50.
shafting & pulleys	300.
belting	150.
piping	200.
7 1/2 H.P. motors	400.
tubs	200.
wiring	150.
blower (air conditioned)	400.
1 sleeve board	5.
1 chair	2.50
part clothes rack pipes	25.
1 show case	30.
shipping table	25.
table	5.
small counter	25.
2 small tables	10.
safe-Gordie McCulloch	350.
1 pressing board	10.
2 spotting boards & glass	30.
2 small shades	10.
1 large shade	8.
1 camp stove	10.
shelving	25.
2 clothes carriages	50.
1 pump for taking water out of tank	75.
3 steam traps	15.
cuff brush machine No. 1750	65.
pipes and valves	100.
dry room	100.
hoffman press machine XC05 #5256	850.
steam iron patrick EF 3BB #1331	75.
caustic tank	100.
new smoke stack	50.
	9655.50

YAMAKAMI, SHOTARO #2
(Claimant's Name)

PERSONAL PROPERTY
(Business)

11598
Reg. No.

Type of BUSINESS	Location	Gross Turnover 1941	EXPENSES	Net Income 1941 1942	Estimated Value of Goodwill
Wholesale dry cleaning	The Victor Wholesale Cleaners, 2046-8 West 4th Avenue, Vancouver	Purchased Oct. 20/41 gross revenue approx. $375./week	approx. $200./week	approx.$175/week approx.$9,000./year	$10,000.

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

claim listed on reverse

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:
Oct. 20/41	$3,500.			

from M. Wener as a retail dry cleaning establishment and then was converted by claimant to wholesale with 36 customers.

10,000
3,500
+ 1,000
2,000
= 16,500.

This represents price of inventory new. Purchase from M. Wener was at a sacrifice to Wener: its value at date of sale was approx. $4,500. On the 4-month period of operation, claimant invested approx. $2,000 on repairs, replacement and conversion of machinery to an efficiently operating Dyers & Cleaners wholesale. This money came out of the gross receipts of the 4-months of operation. Total claim, therefore, is made for $6,500. apart from goodwill, original claim being reduced accordingly.

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:

EXHIBIT No. 809-4
DATE 8 apr 1948
FILED BY P. G. makaroff.

List of Accounts Receivable and Accounts collected by Custodian Attached:

Method of Storage and Arrangements Made at Time of Evacuation:

Agreement concluded with Daniel Hicks on March 19, 1942, for rental of plant to Hicks at preservation of assets for claimant.

Additional comments, if any: This wholesale dry cleaning business did the drycleaning work for the following dry cleaning firms: ASA CLEANERS; KITSIANO CLEANERS; RELIBLE CLEANERS; NEW TOGO CLEANERS; JERICHO CLEANERS; 4325-10th W; KONDO; UNIVERSITY; ALMA; CLIFTON; BRIGHT; SUNRISE; OHIO; LILAC; MACKENZIE; S.N.; JACK; CARANOVAN; SNOW WHITE; ASANO; HOME; AKIYAMA; COLLEGE; FAIRVIEW; MIKADO; CANADIAN; GRANDVIEW; A.I.; ROYAL CROWN; BEUTY CLEANERS; CORDOVA; NEW METHOD; BEST; BAY; McMILLAN; MAYFAIR.

The Claimant received money for investment in the plant from 16 other persons in the following amounts:

S. Murata	$400.	S. Moyashi	$200.	E. Uyegama	$10.	G. Izwamo	$300.	S. Znouye	$400.	T. Omoto	$600.
M. Aoki	250.	(Mrs) H.Nishimina	50.	K. Asono	10.	E.Koyama	75.	Y.Watanabe	575.	S.Yamakami	800.
K. Morino	100.	S.Wakamoto	10.	F.Nakamoto	25.	G.Wakaboyaski	100.	T.Asaoka	200.		

#4105.

The claimantis prepared to reimburse each of these persons on a pro-rata basis when this claim is satisfied, provided that his expenses for the launching of this claim and for distribution of the assets are paid.

Shotaro Yamakami
Signature

ANALYSIS OF CLAIM No. 2

Name: YAMAKAMI, Shotaro

Exhibit No. _____

Reg. No. 11598

Case No. _____

File: 1933

Venue: Moose Jaw

Claim: Business - Wholesale dry cleaning: The Victor Wholesale Cleaners
Interest: Lessee - Three year lease from October 20,1941 at $50.00 per month.
Income: $13,000.00 per annum

Goodwill:	$10,000.00
Inventory:	9,655.50
Total Value:	$19,655.50
Amt. at which Custodian sold property	1,124.18
Loss:	18,531.32

Remarks: On March 19,1942, Shotaro Yamakami and Genkyu Iwama, partners in a dry-cleaning plant at 2046 West 4th Avenue, Vancouver, entered into an agreement with Daniel Hicks, owner of the premises and holder of a Conditional Sales Agreement covering the equipment of the plant.

The Agreement of March 19,1942, stated that there was owing for rent of the premises the sum of $45.00, and that the balance owing under the Conditional Sales Agreement was $1,079.18. (The original purchase price had been $3,500.00, payable $2,300.00 cash and the balance at $100.00 each month, with interest of 7% per annum) Payments had not been made pursuant to the terms of the Conditional Sales Agreement.

By the terms of the Agreement of March 19,1942, it was agreed that Daniel Hicks should take over the premises and that the equipment therein should be used for the carrying on of a dry-cleaning business. Daniel Hicks was given the right to lease the premises on such terms as he saw fit; the sum of $50.00 of rent payable by incoming tenant was to be allocated as rental of the premises and the residue to be taken in satisfaction of the interest of 7% on the sum of $1,124.18 owing to Mr. Hicks, and to cover payment of insurance premiums.

In August, 1944, the equipment was appraised by W.G.B.Thompson. Valuation:$2,071.25. The equipment was sold by tender for the sum of $2,100.00.

The sum realized from the sale was distributed 2/3's to Shotaro Yamakami and 1/3 to Genkyu Iwama.

According to information supplied to the Custodian, 14 persons, other than the two partners, had entrusted to Shotaro Yamakami funds in connection with the dry-cleaning plant at 2046 West 4th Avenue, Vancouver. Because of this funds in Mr. Yamakami's account have been held. Mr. Yamakami has declined to give information in regard to this matter.

Claims have been filed with the Claims Commission by Genkyu Iwama and by Tatsuya Omoto, in connection with Victor Wholesale Cleaners. Mr. Omoto is one of the persons who has stated that he had entrusted funds to Mr. Yamakami in connection with the plant.

/FM

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 1933 EXHIBIT No.

NAME YAMAKAMI, Shotaro CLAIM NO. 2 REG. No. 11598

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION April 8/42 EVACUATION Oct. 30/42	TAKEN BY Chas. Barrett-Lennard. DATE April 21/42			AUCTION	TENDER &c		
$8.000.00 invested in Victor Wholesale Cleaners, 2046 West 4th Ave., Machinery & equipment left in charge of Mr. Hicks, 1900 block, 14th Ave., Vancouver.	PLANT	PLANT					
	Boiler & Oil Burner No. 41886 B.C. and 39719, respectively.	1. Boiler & Oil Burner No. 41886 B.C. and 39719 respectively	1,000.00				
	Oil Tank	2. Oil Tank	150.00				
	Solvent Tank	3. Solvent Tank	150.00				
	Tumbler-Beaver Launcry Type Cl-9Ser. #2754	4. Tumbler-Beaver Laundry Type Cl-9 Serial #2754	800.00				
	Large Washer- Beaver Laundry Ser.#2753.	5. Large washer-Beaver Laundry, Serial #2753	1,200.00				
	Small Washer-Beaver Laundry Serial #2752.	6. Small washer-Beaver Laundry, Ser.#2752	500.00				
	D.C. Extractor	7. D.C. Extractor	800.00				
	Filter-Bowser Filter	8. Filter-Bowser Filter	500.00				
	Vacuum Still	9. Vacuum Still	500.00				
	Vise	10. Vise	5.00				
	3 pumps	11. 3 pumps	150.00				
	Tank	12. Tank	50.00				
	Shafting & pulleys	13. Shafting & pulleys	300.00				
	Belting	14. Belting	150.00				
	Piping	15. Piping	200.00				
	7½ H.P. motors.	16. 7½ H.P. motors	400.00				
	SMALL ROOM	SMALL ROOM					
	Tubs	17. Tubs	200.00				
	Wiring	18. Wiring	150.00				
	Blower (Air Conditioned)	19. Blower (Air conditioned)	400.00				
	No. A.38080	EQUIPMENT					
	EQUIPMENT	20. 1 sleeve board	5.00				
	1 Sleeve board	21. 1 chair	2.50				
	1 chair	22. part clothes rack pipes	25.00				
	part clothes rack pipes	23. 1 show case	30.00				
	1 show case	24. shipping table	25.00				
	shipping table	25. table	5.00				
	table	26. small counter	25.00				
	small counter	27. 2 small tables	10.00				
	2 small tables	28. Safe-Gordie McCulloch	350.00				
	Safe-Goldie McCulloch	29. 1 pressing board	10.00				
	1 pressing board	30. 2 spotting boards &glass	30.00				
	2 spotting boards &glass	31. 2 small shades	10.00				
	2 small shades	32. 1 large shade	8.00				
	1 large shade	33. 1 camp stove	10.00				
	1 camp stove	34. Shelving	25.00				
	Shelving	35. 2 clothes carriages	50.00				
	2 clothes carriages	36. 1 pump for taking water out of tank	75.00				
	1 pump for taking water out of tank	37. 3 steam traps	15.00				
	3 steam traps	38. Cuff brush machine No. 1750	65.00				
	Cuff brush machine No. 1750	39. Pipes and valves	100.00				
	Pipes and valves	40. Dry room	100.00				
	Dry room	41. Hoffman Press Machine XC05 #5256	850.00				
	Hoffman press machine XC05 #5256	42. Steam Iron Patrick EF3BB #1331	75.00				
	Steam Iron Patrick EF3BB #1331	43. Caustic Tank	100.00				
	Caustic Tank	44. New Smoke Stack	50.00				
	New Smoke Stack						
			$9,655.50		2,100.00		

Recap of Claim:
$9,655.50 sold for $2,100.00

No. 1933 EXHIBIT No. _____ CASE No. _____

No. 11598 VENUE _____

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
ION	TENDER &c							
								Valuation - Aug.28/44
								1. $125.00 (poor condition)
								2. 50.00
								3. 10.00
								4. 225.00
								5. 125.00
								6. 75.00
								7. 200.00
								8. 100.00
								9. 200.00
								10. 4.00
								11. 10.00
								12. 50.00
								13. 150.00
								14. 50.00
								15. 25.00
								16. 125.00
								17.) 30.00
								18.)
								19.)
								20. .25
								21. .75
								22. 3.00
								23. 12.00
								24. 2.50
								25. .50
								26. 1.00
								27. 1.00
								28. 80.00
								29. 1.00
								30. 4.00
								31.) .75
								32.)
								33. 2.50
								34. 10.00
								35. 8.00
								36. No value
								37. 15.00
								38. 5.00
								39. 10.00
								40. 20.00
								41. 300.00
								42. 35.00
								43. 5.00
								44. fixture of building
2,100.00								Total Value: $2,071.25

EXHIBIT No. 809-~~6~~ 5

DATE 8 apl 1948

FILED BY J. W. G. Hunter

EXHIBIT No. 809 - 6
DATE 8 Apl 1948
FILED BY "J.W.G.Hunter"

THOMPSON & COMPANY

Auctioneers and Appraisers

Royal Trust Building
626 Pender Street West,
Vancouver, B.C.

November 23rd. 1944.

Department of the Secretary of State.
Office of the Custodian,
Hastings & Granville.
Vancouver. B.C.

Attention Mr. Douet.

Dear Sir: Re: 2046 W. 4th Avenue,
Vancouver, B.C.

In reply to yours of the 22nd instant would like to state our appraisal was based on a Sale on the Machinery, Chattels and effects on the above premises.

If you move this type of Machinery and equipment you take considerable value away compared with the Machinery being set up in their present situation where a prospective purchaser can examine each Machine and see how it operates.

Yours truly,

THOMPSON & CO.

"W.G.B.Thompson"

THOMPSON & COMPANY

Auctioneers and Appraisers

Royal Trust Building
626 Pender Street West,
VANCOUVER, B.C.

August 28th, 1944.

Department of the Secretary of State.

Office of the Custodian.

Royal Bank Bldg.

City

Attention Mr. Douet.

Dear Sir: Re 2046 West 4th Ave.

As per request of your letter of August 24th, 1944, enclosed please find Inventory & Appraisal re above premises.

Yours Truly.

THOMPSON & COMPANY.

"W. G.B. Thompson"

M.B. - W.T.

Attached to Exhibit 809 - 6

THOMPSON & COMPANY

Auctioneers and Appraisers

Royal Trust Building,
626 Pender Street West
Vancouver, B.C.

Inventory & Appraisal re 2046 - West 4th Ave.
Vancouver B.C.

Plant.		
1 Large Steam Boiler (poor cond.)	$100.00	- 1
1 Oil Burner (poor cond.) not in use	25.00	- 1
1 Oil Tank (underground)	50.00	- 2
1 Galv. Tank 100 Gals	10.00	- 3
1 Tumbler (Beaver Laundry Co.) Ser # 2754	225.00	- 4
1 Large Washer Ser #2753 (poor Cond)	125.00	- 5
1 Small Washer Ser #2752 (Fair Cond)	75.00	- 6
1 D.C.Extractor	200.00	- 7
1 Bowser Filter	100.00	- 8
1 Vacuum Still	200.00	- 9
1 Small Vise	4.00	-10
1 Pump	10.00	-11
1 250 Gal. Tank (underground)	50.00	-12
Shafting & Pulleys	150.00	-13
Belting	50.00	-14
Piping	25.00	-15
1 - 7½ H.P. Elect. Motor (Britannia)	125.00	-16
Small Room.		
Wash Tubs - Wiring & ¼ H.P. Motor & Air Suction fan	30.00	-17,18,19
Equipment		
1 - Sleeve Board	.25	-20
3 - Home made chairs	.75	-21
carried forward	1555.00	

THOMPSON & COMPANY
Auctioneers and Appraisers

Royal Trust Building
626 Pender Street West,
VANCOUVER, B.C.

	$1555.00	
Clothes Rack Pipes	3.00	-22
1-Wall Case	12.00	-23
1-Shipping Table (home made)	2.50	-24
1-Table (Home made)	.50	-25
1-Small Counter	1.00	-26
2-Small Tables	1.00	-27
1-Safe (Goldie McCulloch)	80.00	-28
1-Pressing Board	1.00	-29
2-Spotting Boards (glass Tops)	4.00	-30
3-Shades	.75	-31 & 32
1-Oil Drum home made Stove	2.50	-33
Shelving	10.00	-34
2-Clothes Carriages	8.00	-35
1-Water Pump (No value)	-	--36
3-Steam Traps	15.00	-37
<u>Machinery.</u>		
1- Cuff Brush Machine	5.00	-38
Pipes & Valves	10.00	-39
1-Dry Room	20.00	-40
1-Hoffman Steam Press #XC05 - 5256	300.00	-41
1-Steam Electric Iron	35.00	-42
1 - Caustic Tank	5.00	-43
1-Smoke Stack (belongs to building)		-44
	$ 2071.25	

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

August 11, 1948

M. Abbott G.H.

EXHIBIT No. 809-7
DATE 8 Apl.1948
FILED BY "J.W.G.Hunter"

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

BETWEEN:

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

(Hereinafter called the "GRANTOR"

OF THE ONE PART:

AND:

HARRY DOWBIGGIN and JAMES SIMKIN, of the City of Vancouver, in the Province of Columbia, carrying on business under the firm name and style of Aristocrat Wholesale Cleaners

(Hereinafter called the "GRANTEE")

OF THE OTHER PART:

WHEREAS SHOTARO YAMAKAMI, Police Registration No. 11598, and GENKYU IWAMA, Police Registration No. 07127, formerly carried on business as Victor Wholesale Cleaners, 2046 West 4th Avenue, in the City of Vancouver, in the Province of British Columbia;

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

AND WHEREAS it appears that the said GENKYU IWAMA as above referred to is a person of the Japanese race and has been detained under the Defence of Canada Regulations since May 29, 1942, and such detention still continues;

AND WHEREAS the said GENKYU IWAMA, is therefore, an enemy within the meaning of the Revised Regulations Respecting Trading With The Enemy (1943), and his interest, if any, in the said chattels has, therefore, vested in the Secretary of State of Canada acting in his capacity as Custodian under and by virtue of the said Revised Regulations Respecting Trading With The Enemy (1943);

AND WHEREAS the Grantor under and by virtue of Order in Council Number P.C. 1665 of 1942 and amendments thereto and of the applicable provisions of the Revised Regulations Respecting Trading With The Enemy (1943) is vested with all the right, title and interest of the said SHOTARO YAMAKAMI in the

said goods and chattels for the sum of Two Thousand One Hundred ($2,100.00) Dollars, such sale to be executed by a Bill of Sale to the Grantee herein;

WITNESSETH that in consideration of the premises and of the said sum of Two Thousand One Hundred ($2,100.00) Dollars of lawful money of Canada paid by the Grantee to the Grantor at or before the sealing or delivery of these presents (the receipt whereof is hereby acknowledged) the Grantor hath bargained, sold, assigned, transferred and set over and by these presents doth bargain, sell, assign, transfer and set over unto the Grantee, their respective executors, administrators and assigns, all those goods and chattels hereinafter set forth, described and enumerated as follows:

1 Large Steam Boiler
1 Oil Burner
1 Oil Tank
1 Galvanized Tank, 100 Gallons
1 Tumbler, Serial No. 2754
1 Large Washer, Serial No. 2753
1 Small Washer, Serial No. 2752
1 D.C. Extractor
1 Bowser Filter
1 Vacuum Still
1 Small Vise
1 Pump
1 250 Gallon Tank
Shafting and Pulleys
Belting
Piping
1 7½ H.P. Electric Motor (Britannia)
Wash Tubs - Wiring and ¼ H.P. Motor and
Air Suction Fan
1 Sleeve Board
3 Home made Chairs
Clothes Rack Pipes
1 Wall Case
1 Shipping Table
1 Table
1 Small Counter
2 Small Tables
1 Safe (Goldie McCulloch)
1 Pressing Board
2 Spotting Boards (glass tops)
3 Shades
1 Oil Drum Home Made Stove
Shelving
2 Clothes Carriages
1 Water Pump
3 Steam Traps
1 Cuff Brush Machine
Pipes and Valves
1 Dry Room
1 Hoffman Steam Press #XC05 - 5256
1 Steam Electric ~~Fan~~ Iron "JS"
1 Cuastic Tank
1 Smoke Stack

all of which goods and chattels are now in the possession of the Grantee and are situate, lying and being at 2046 West 4th Avenue, in the City of Vancouver, in the Province of British Columbia, and all the right, title and interest, property claim and demand whatsoever both at law and in equity or otherwise howsoever of me the Grantor of, in, to and out of the same and every part thereof.

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

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

The Grantor does not guarantee or warrant and has not made any representation whatsoever to the Grantee as to the quantity, quality, character and condition of the said goods and chattels and the Grantee acknowledges that they have purchased the said goods and chattels after personal inspection thereof and their own investigation without any representation or warranty whatsoever of the Grantor;

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

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

SIGNED, SEALED and DELIVERED in the presence of: "F. Carroll" "Dept. Secretary of State" "Ottawa" "Secretary" as to signature of Assistant Deputy Custodian	"A. H. Mathieu" Assistant Deputy Custodian
"R. C. Messenger" as to signature of Aristocrat Wholesale Cleaners	Aristocrat Wholesale Cleaners (Seal) "J. Simkin" Grantee

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

SWORN before me this 11th day of January A.D. 1945.

(Seal)
G.G.Beekist (?)
A Notary Public in and for the
Province of Ontario.

AFFIDAVIT OF WITNESS

PROVINCE OF ONTARIO)
(I, "Florence Carroll"
TO WIT:) of the City of Ottawa, in the Province of Ontario,

MAKE OATH AND SAY AS FOLLOWS:

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

2. That the said Bill of Sale was made and given by the said Albert Honore Mathiew, Assistant Deputy of the Secretary of State of Canada on the "10th" day of "January", 1945.

3. That I was present and did see the said Albert Honore Mathiew, Assistant Deputy of the Secretary of State of Canada in the said Bill of Sale mentioned and whose name is signed thereto sign and execute the same on the said "10th" day of "January", 1945.

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

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

SUBSCRIBED TO AND SWORN before me)
this"11th"day of"January" (
1945, at the City of Ottawa, in)
the Province of Ontario. ("F. Carroll"
)
(
)
(
"G.G.Beekist" (?))
A Notary Public in and for the (
Province of Ontario.)
(Seal) (

PROVINCE OF BRITISH COLUMBIA)
(
TO WIT:)

AFFIDAVIT OF BONA FIDES

"Bills of Sale Act"

I, JAMES SIMKIN, Manager of the Aristocrat Wholesale Cleaners, in the City of Vancouver, in the Province of British Columbia, the Grantee in the foregoing Bill of Sale, make oath and say:

1. That the Assignment therein made is bona fide for valuable consideration namely the consideration of the sum of Two Thousand One Hundred ($2,100.00) Dollars and that the consideration is duly set forth in the said Bill of Sale; and it is not for the purpose of enabling the Grantee, Aristocrat Wholesale Cleaners to hold the goods and chattels mentioned therein as against the creditors of the Grantor, The Honourable The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943); and that said Bill of Sale is not given for the purpose of protecting the goods and chattels mentioned therein against the creditors of the Grantor or of preventing such creditors from obtaining payment of any claim against the said Grantor.

SWORN before me at the City of)
Vancouver, in the Province of)
British Columbia, this "4th")
day of "January" 1945.)

"J. Simkin"

(Seal) "C. L. McAlpine"
A Notary Public in and for the
Province of British Columbia.

DATED "January 10th" 1945

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

AND

HARRY DOWBIGGIN and JAMES SIMKIN

ARISTOCRAT WHOLESALE CLEANERS

BILL OF SALE

"Approved as to form"

"K.W.Wright"

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

August 11, 1948 M. Abbott

Advertisement appearing in Vancouver Province on 30th November, 1944.

Evacuee File No. 1933

EXHIBIT No. 809 - 8
DATE 8 Apl.1948
FILED BY "J.W.G.Hunter"

CLEANING and PRESSING
EQUIPMENT

FOR SALE BY TENDER

The Secretary of State of Canada and/or Custodian offers for sale by tender:

Cleaning and Pressing Equipment, consisting of Hoffman Press Machine, Tumbler, One Large and One Small Washer, Extractor, Filter, 7½ H.P. Motor, Shafting, Office Safe and Miscellaneous Equipment.

All tenders must be for the equipment as a whole.

Tenders for this equipment should be addressed to the undersigned marked "Tender for Cleaning Equipment" up to noon Pacific Daylight Saving Time, on the 14th day of December, 1944, and must be accompanied by a certified cheque payable to The Secretary of State as Custodian for 10% of the amount tendered.

These assets are offered for sale subject to existing contracts relating thereto.

Arrangements for inspection of the assets and examination of the contracts above referred to will be made by the undersigned.

The highest or any tender not necessarily accepted.

These assets are offered for sale without any warranty whatsoever on the part of the Custodian as to quantity, quality, condition or state of repair.

DATED at Vancouver, British Columbia, this 29th day of November, 1944.

THE CUSTODIAN,
506 Royal Bank Building,
675 West Hastings Street,
VANCOUVER, B. C.

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

August 12, 1948 M. Abbott

GH.

UNIVERSAL APPRAISAL COMPANY

Certified UA *Valuations*

TELEPHONE MARINE 3836

YORKSHIRE BUILDING · VANCOUVER, CANADA

January 16, 1950.

Mr. McMaster,
A. T. R. Campbell,
675 West Hastings Street,
Vancouver, B. C.

EXHIBIT No. 809 - 9.
DATE Jan. 30 - 1950
FILED BY
Mr. McMaster

Re: Victor Wholesale Cleaners
2046 West 4th Avenue,
Case #'s 96-809-810-1192

Dear Mr. McMaster:

We have gone over the appraisal made by Thompson and Co., covering the equipment in this plant, but it is impossible for us to check in any way these values due to lack of data as to the size of the different units, their condition and in some cases the maker's name. It is a fact, that equipment of this nature was selling at a somewhat higher price in 1944 to 1945 than it was in 1941. It is our understanding that these people paid $3,500.00 for this equipment installed. There would have to be some maintenance expenditures and in all probability there were some. There were, we understand, certain expenditures made for improvement by the Japanese. It is our belief that even if there were no expenditures made for maintenance and if there were no expenditures made for improvements, the depreciation between 1941 and 1945 would not be greater than the increase in the values. Therefore, a fair market value should not be less than $3,500.00 even forgetting the maintenance and improvement expenditures.

If there is any further information we can give you, please do not hesitate to call us.

Yours truly,

UNIVERSAL APPRAISAL COMPANY.

G. W. Skelding

G. W. Skelding

GWS/ic