

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% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Total	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
PERSONAL PROPERTY										Total
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
						10.00			4.50	4.50
NETS										Total
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			
					1000.00 160.00	812.00	667.00	145.00		
MISCELLANEOUS CHATELS										Total
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
34.70	13.75	4.12	39.63%	251.30	99.59			103.71		
TOTAL RECOMMENDATION										253.21

CASE NO: 908

JAPANESE PROPERTY CLAIMS COMMISSION

(SUB-COMMISSION)

Winnipeg, Manitoba.

September 15th, 1948.

IN THE MATTER OF THE CLAIM OF

ICHIRO HIRAYAMA

PROCEEDINGS AT HEARING

Original.

CASE NO: 908

IN THE MATTER OF THE "INQUIRIES ACT"

PART I. REVISED STATUTES OF CANADA 1927, CHAPTER 99

JAPANESE PROPERTY CLAIMS COMMISSION

(SUB-COMMISSION)

B E F O R E

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(THE HONOURABLE MR. JUSTICE A.G.BUCKINGHAM, SUB-COMMISSIONER)

Winnipeg, Manitoba.

September 15th, 1948.

IN THE MATTER OF THE CLAIM OF

ICHIRO HIRAYAMA

20

PROCEEDINGS AT HEARING

APPEARANCES:

F.M.FERG, Esq., Appearing for the
 Dominion Government.

S.M.CHERNIAK, Esq., Appearing for the
 Claimant.

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G.N.R.UPTON, Esq., Official Interpreter.

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MARK H. PEARCE, Esq., Official Reporter.

I. Hirayama.
In Chief.

ICHIRO HIRAYAMA, the Claimant herein, being
first duly sworn, testified as follows:

MR. CHERNIAK: In this case, Your Honour, I ask
leave to amend, to show the household goods at
\$346.00; the Custodian's sale price \$16.50, and
the loss \$329.50. The value of the nets and
gear at \$1,155.00; the Custodian's sale price
\$667.00 and the loss \$488.00. The total loss
\$817.50. We are withdrawing our claim for the
car.

10

THE COMMISSIONER: What about your real property
claim - oh - I see it is all personal property?

MR. CHERNIAK: Yes, Your Honour.

DIRECT EXAMINATION BY MR. CHERNIAK:

Q Mr. Hirayama, I show you a typewritten statement
referring to nets and gear and I show you another
statement referring to chattels to which is at-
tached a sheet showing an itemization of those
chattels; were these documents prepared under
your instructions and in consultation with your
brother? A Yes.

20

Q And are these your signatures?

A Yes.

Q Do you swear the contents of these statements to
be true to the best of your knowledge and recol-
lection? A Yes.

MR. CHERNIAK: I tender as Exhibit 1 and Exhibit 2
respectively, Your Honour, the personal property
statement as to fishing nets and gear and the

30

I. Hirayama.
In Chief.

personal chattel statement.

(personal property statement (Gear
and Esquipment, EXHIBIT 1.

(PERSONAL CHATTEL STATEMENT, EXHIBIT 2.)

MR. CHERNIAK: And on behalf of my learned friend
I will file the Custodian's Analysis of the
personal property as Exhibit 3.

(ANALYSIS, EXHIBIT 3.)

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MR. CHERNIAK: Your Honour will note that Exhibit 1
shows the full claim except for the credit. The
total of the items shown in Exhibit 1 is not
indicated on Exhibit 1 but the total is \$1,155.00

THE COMMISSIONER: A total of - - -

MR. CHERNIAK: Of the estimated value of the items
shown in Exhibit 1.

THE COMMISSIONER: They are not totalled in any
respect?

MR. CHERNIAK: Not on Exhibit 1, Your Honour.

20

THE COMMISSIONER: What is the total of everything
that is, nets, corks and lines?

MR. CHERNIAK: That is \$1,155.00. It is shown in
the Custodian's Analysis, Exhibit 3, at the
bottom of the page. It is shown separately,
as a matter of fact the total is shown but it
was either underlined or crossed out.

THE COMMISSIONER: I see it, that includes everything
does it not?

MR. CHERNIAK: That includes all the fishing gear
it does not include the long list of furniture.

30

THE COMMISSIONER: The household goods?

I.Hirayama
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MR. CHERNIAK: Yes, Sir, it doesn't include that.

Your Honour will also see that according to the Custodian's records these goods were sold for \$667.00, that is also shown on Exhibit 3.

THE COMMISSIONER: Yes.

10 MR. CHERNIAK: I might say in that respect that the Custodian's file which I had does not indicate which nets were sold for this sum of \$667.00 which is indicated in Exhibit 3; I have been able to find reference on that file of three nets of these seven nets as to their sale, but that doesn't total \$667.00. I should also say that there is an inventory on the Custodian's file dated June 6th, 1942, which should perhaps be filed, which indicates that seven nets were sold. However, eight nets were reported and I believe eight nets were inventoried and eight nets are claimed. There might be an indication that one was not sold and if that is
20 so then this analysis is not correct. I would appreciate clarification on that point.

MR. FERG: I have a memorandum made by J.D.Martin in which he refers to this Claimant's property and there is the following remark "He owns a number of nets which are stored at the Cannery, inventory of which is attached hereto. This record was obtained from the Company books and the Cannery doesn't accept any responsibility therefore." And the list is produced.

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MR. CHERNIAK: I will file the same from the Custodian's

I, Hirayama.
In Chief.

file as Exhibit 4, Your Honour.

(INVENTORY OF NETS, EXHIBIT 4.)

MR. CHERNIAK: It shows an inventory of eight nets as itemized on the claim.

MR. FERG: Your Honour, I can go further and will file a statement dated at Steveston B.C., October 29th, 1942, "ANGLO-BRITISH COLUMBIA PACKING COMPANY LIMITED PHOENIX CANNERY. Nets and Gear sold for account of I Hirayama.

10	19	Set of line, 200 fathoms	35.00
	21	200 fathom lead and cork line	30.00
	49	net 4/40 - 5 7/8" - 50 mesh - 150 fathoms	65.00
	83	150 fathom cork line with corks	15.00
	97	net 8/40 - 8 1/2" - 40 mesh 140 fathoms, with line	<u>127.00</u>
			272.00

Purchased by A.B.C.Packing Co. Ltd."

20 And attached to that is a letter from the Phoenix Cannery addressed to the Office of the Custodian, 506 Royal Bank Building, Vancouver, B.C., Your file 4227 Ichiro Hirayama. Dear Sirs:

We enclose our Draft for the sum of \$175.00 in payment of the below described net:

9/40 X 9" Mesh X 40 Meshes Deep X 140 fathoms complete with lines.

The above amount represents the original price asked by Hirayama for this net, Yours truly."

That letter is dated at Steveston, B.C., June 8th, 1942.

30

MR. CHERNIAK: On behalf of my learned friend I will

I. Hirayama.
In Chief.

file that statement with attached letter.

(STATEMENT AND ATTACHED LETTER, EXHIBIT 5.)

MR. CHERNIAK: On looking at the same, Sir, I notice that there is only mention here of three nets having been sold. Exhibit 4 indicates eight nets having been inventoried, so that there are still five nets to be accounted for by the Custodian. I believe there is a record of further sales there³. Is there anything further you can tell us Mr. Ferg?

10

MR. FERG: I can't find anything but I will look further.

MR. CHERNIAK: Subject to what my learned friend can find, unless we can find the sales price of each specific net, then it may appear that Exhibit 3, the personal property analysis gives the wrong impression by stating that eight nets were sold for \$677.00 and unless this can be shown my contention would be that the \$677.00 was apparently the sale price of certain nets but possibly other nets were lost and unaccounted for which would increase the Custodian's value of these nets but this is something we have yet to learn from the Custodian's file. The Claimant sets out in Exhibit 1 the full nature of the nets which he had on date of evacuation. The original value and the value on date of evacuation. The same applies to the boat and cork and lead lines.

20

30

Q Mr. Hirayama, all these nets that you show here

I. Hirayama.
In Chief.

were they either bought or made by you or someone else? A Some were bought from a store and some were made by myself.

Q And in fixing the original value of same, did you do that yourself or did you do that in consultation with other people?

A By myself.

Q How long have you been a fisherman Mr. Hirayama?

10

A I have been with my father ten years but starting with myself, around five years.

Q Do you mean altogether fifteen years?

A Yes.

Q And in that time you feel you were able to gain enough knowledge to fix the value of nets?

A Oh yes.

Q You have bought quite a number of nets in your time? A Yes.

Q And made quite a number? A Yes.

Q Did you ever sell any of the nets you made?

20

A No.

Q You only made them for yourself?

A Yes.

Q I see that your boat, you paid \$45.00 for it in 1934 and it was completely rebuilt in 1939, did you do that yourself or did you have somebody else do it for you? A My father did it.

Q Was he an experienced man with boats?

A Yes.

Q That is why you don't show the cost, it didn't cost you anything to rebuild it?

30

I.Hirayama.
In Chief.

A No.

Q Dealing for a moment with lead lines Mr. Hirayama, do they get worse with age, does it matter how old they are? A Well, the lead is attached to a line so that we won't break the net.

Q That is there is a line to which the lead is attached so that it can break; you would rather it break than get stuck somewhere?

10

A Yes.

Q But does the lead itself go bad with age?

A Yes.

Q How long is it good for? A Ten years.

Q And after that do you throw it out?

A We use it again.

Q Well, then you mean the lines are good for about ten years? A Yes.

Q But the lead is good for a long time?

A Oh yes, for a long time.

20

Q What about cork? A Cork is the same way.

Q Is cork good for ever? A No, not for ever but for fifteen or twenty years.

Q Is that really made of cork or is it wood?

A Wood but every three years we have to tar it.

Q In your case was your cork property tarred?

A About half of the corks was tarred in 1941 and the other half is threeyears old.

Q Now with your cork lines and cork you say you bought half the 500 fathoms in 1937 and the other half of the 500 fathoms were new?

30

A Yes.

I. Hirayama.
In Chief.

Q And all the ones that you bought in 1937 you had tarred half the year before and half three years before? A Yes.

Q And you say the cork is good for fifteen to twenty years? A Yes.

Q And the lines, would they be good for about the same length of time?

A Yes, about the same.

10 MR. CHERNIAK: Turning now, Your Honour, to Exhibit 2, the Personal Chattel statement. Your Honour will note that attached to it is a fairly lengthy list of the items for which claim is now being made, showing their condition, their purchase date, approximately, the purchase price and the Claimant's value of same at date of evacuation and in the final column, under 'sold for' is the Custodian's comment taken from the Analysis and either showing the sale price or other comments.

20 Q Dealing with this for a moment Mr. Hirayama, you are showing a large number of books for which you are showing a valuation of \$50.00 --

MR. CHERNIAK: It should be indicated, Your Honour, before I go on, that in Exhibit 3 there is mention that some of these goods are in personal property storage. If that is the case and they haven't been sold, we will, of course, withdraw our claim for whatever is returned.

30 Q Dealing with these books Mr. Hirayama, you have four boxes of Japanese books for teaching?

I. Hirayama.
In Chief.

A I was teaching a Japanese School

Q In Canada? A Yes.

Q And these books were the books you used in teaching? A Yes.

Q And a seven book set of history?

A Yes, Japanese History.

Q Fifteen School Books; ten Dictionaries; one English Dictionary; fifty novels; 1 box of pictures. Now, as to these books, were they in fairly good condition? Or were they

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damaged and torn? A No, in good shape.

Q Do you think \$50.00 is the value of them according to what they could sell for when you bought them or do you just say \$50.00 is all they would be worth after evacuation?

A I paid more than \$100.00 but I just write there \$50.00

Q And the reason you have shown \$50.00 for them is what? A \$50.00 is not enough, but I just write \$50.00

20

Q And it is not enough in your estimation?

A No.

Q Now there is a box of about six cushions, they were abandoned by the Custodian; what do you say as to their condition; I see that you set out that they were bought new in 1939, what condition were they in?

A In 1939 they were in very good condition, I got married in 1939 and bought everything new in 1939.

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I. Hirayama.
In Chief.

Q And they were in good condition?

A Yes.

Q Now there is a water tank for which you are claiming \$5.00. The Custodian says that this was a fixture and part of the house, built into the house, what do you say about that?

A That water tank was for the boat, drinking water in the boat.

Q And it was therefore not a part of the house, is that right? A No.

10

Q Now there is a wardrobe, steel bed and spring and a hardwood bed and spring; now, according to the Custodian, these were shipped to you; did you ever receive them from the Custodian?

A I received one bed but that is a different one.

Q That is not one for which you are claiming?

A No.

Q And this wardrobe, was that received by you?

A No.

20

Q There is mention that a vanity was shipped to you?

THE COMMISSIONER:

Q Do you know what a vanity is?

A Yes, I received one but there was no mirror on the back.

MR. CHERNIAK:

Q This wardrobe, was that the vanity you received or another one? A Another one, I got two of them.

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MR. CHERNIAK: Your Honour will note in Exhibit 2

I. Hirayama.
In Chief.

that we have shown the disposition of most of these goods. At the foot there is a box of parts containing car Jack, Oil cans, spark plugs, etc. I think that they should be marked 'Not accounted for'

THE COMMISSIONER: What item are you referring to?

MR. CHERNIAK: Just at the bottom of the list attached to Exhibit 2 there is 'One Box Parts.'

THE COMMISSIONER: Oh yes.

10 MR. CHERNIAK: And I say we haven't shown the Custodian's comment on that and that should be marked 'Not accounted for'. It is shown 'Not accounted for ', in the Analysis sheet. It is just that I or the stenographer omitted to put it in. There is a kitchen cabinet and desk set - - -

THE COMMISSIONER: You have that carried out.

MR. CHERNIAK: That should be 'Not accounted for.'
And then there is a kitchen cabinet and desk set,
20 these are shown by the Custodian as 'No record at any time' and I would like to indicate that in the declaration, the first column of the Custodian's Analysis both the desk set and kitchen cabinet are specifically mentioned. I have not had the opportunity to check the inventory itself to see what is on there. I see, Sir, that in the first page of Exhibit 2 we have mentioned a kitchen Cabinet and desk set as having been left with Mr. I. Konichis, 125
30 Garry Street, Steveston and that they were

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reported in the Claimant's letter to the
Custodian dated January 26th, 1943. Apparently
they were not inventoried in the Custodian's
inventory but they are shown in the J.P.
Declaration but they are apparently not shown
in the inventory, but the Claimant sets out
that he reported this in a letter to the
Custodian dated January 26th, 1943. I think
I should ask my learned friend to produce
that letter from his file. I produce from the
Custodian's file, Your Honour a letter dated
January 26th, 1943.

10

Q Do you recognize this letter Mr. Hirayama?

A Yes.

Q Is that your handwriting?

A Yes.

Q And that is your signature?

A Yes.

MR. CHERNIAK: Your Honour, it bears the Custodian's
receipt stamp, February 1st, 1943. He then
sets out that he moved the following to the
premises of Mr. I. Konishi, on Garry Street,
Steveston, B.C. The first item is a desk and
chair and the 5th item is a kitchen cabinet.

20

Q This desk and chair is the desk set for which
you are claiming? A Yes.

Q And the kitchen cabinet? A Yes.

MR. CHERNIAK: There are a number of other items
mentioned there but these are the only two
which are relevant, Your Honour.

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I. Hirayama
In Chief.

(LETTER, EXHIBIT 6.)

MR. CHERNIAK: May I also ask my learned friend to produce the Custodian's reply to that letter, it is dated March 8th, 1943. My learned friend has produced from his file, Your Honour a copy of a letter from the Custodian to the Claimant which mentions enclosing a list of chattels found in house No. 7 at Phoenix Cannery and, incidentally, Your Honour that letter asked for certain pictures which were of importance only to the Claimant and for which claim is being made, and this letter states "You will be glad to know that the pictures you mentioned in your letter are quite safe." They were safe but they were never returned. The next paragraph, Your Honour is one relating to these chattels at Konishi's "The chattels you mention as being at 125 Garry St., in the care of Mr. I. Konishi are also secure but as they are mixed up with Konishi's goods, we cannot list them separately."

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(COPY OF LETTER, EXHIBIT 7.)

MR. FERG: Your Honour, with regard to the fishing nets I will put in a memorandum respecting Net Schedule, dated the 5th of August, 1947. It is broken down from the ledger, correspondence and cards referring to this Claimant. It gives the Custodian number, Description, Japanese valuation, selling price and the date of sale according to the ledger entry. I think I will file that, Your Honour.

30

I. Hirayama.
 Cr-Exam.

BY THE COMMISSIONER: Does it clear up the five
 nets?

MR. FERG: I think it has six nets. There is ap-
 parently two or three kinds of different sort
 of fishing equipment there are nets and lines
 and lead and cork line, but this has reference
 to a net 9/40 x 9 x 40 - 140 Fathoms, \$175.00
 and it was sold for that. A further net 5/40 x
 7 x 45, 160 fathoms, \$125.00, sold for \$85.00.
 10 5/40 x 6 $\frac{3}{4}$ x 55, 50 fathoms, \$100.00, sold for
 \$25.00. 4/40 x 5 $\frac{1}{2}$ x 55, 150 fathoms, \$150.00
 sold for \$100.00. And then unlisted was a
 set of line, 200 fathoms, sold for \$35.00;
 200 fathoms lead and cork line, sold for \$30.00
 4/40 x 5 $\frac{7}{8}$ x 50 - 150 fathoms, sold for \$65.00;
 150 fathoms cork line with corks, sold for \$15.00;
 and 8/40 x 8 $\frac{1}{2}$ x 40 - 140 fathoms with line sold
 for \$127.00. And there is a pencilled note,
 Skiff, sold for \$10.00. I will file that, Your
 Honour, that apparently accounts for all the nets
 except two.

(NET SCHEDULE, EXHIBIT 8.)

MR. CHERNIAK: I would appreciate an opportunity to
 check this and the other statement filed by my
 learned friend with our claim so I can get an
 idea which claims are accounted for and which are
 not. Possibly if we could adjourn for a few
 minutes I can sit down with the Claimant and work
 this thing out.

30 THE COMMISSIONER: Yes, very well, we will adjourn

I. Hirayama.
Cr-Exam.

for a few minutes.

COURT ADJOURNED. COURT RESUMED:

10 MR. CHERNIAK: To add to the confusion, Your Honour my learned friend has produced from his file a net statement dated March 1st, 1944 which indicates that six nets were sold and two were unaccounted for. The total sales price for the six nets comes to \$667.00 which is the same amount shown in the Custodian's Analysis, Exhibit 3. I will file that on behalf of my learned friend, Your Honour.

(NET STATEMENT, EXHIBIT 9.)

20 MR. CHERNIAK: The two nets not accounted for we cannot reconcile with our claim. One is shown, the fourth net on the list, 4-40 x 6 inch, 50 mesh, 150 fathoms, estimated value \$125.00, that is definitely shown as not accounted for and we can find no record of payments made for it. Now the other net shown in Exhibit 9, refers to an unaccounted for net, 5/40 x 6 $\frac{1}{2}$ x 45 - 150 fathoms, at \$125.00 which we cannot reconcile with our claim. However, there is a net which appears unaccounted for which is the last net shown in our Exhibit 1 but our claim is only for \$30.00. Whether the Custodian confuses this in any way we don't know. I might indicate, Sir, that from the statement sent to the Claimant it appears as if seven nets were sold but we find that the 7 nets included two nets which were actually one net, #509, which apparently was sold in two

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I.Hirayama.
Cr-Exam.

pieces. The total is \$85.00 and is shown as \$85.00 in the statements which have been filed by my learned friend as Exhibits. I am explaining this because the Custodian's office on looking at the wrong statement will think seven nets were sold. There were two pieces of net sold at different times.

MR. FERG: It is submitted, Your Honour that the property sold at its fair market value and it is also submitted that the prices claimed for goods which have not been accounted for is excessive and unreasonable.

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Gross/EXAMINED BY MR. FERG:

Q Mr. Hirayama, you had considerable of your goods shipped to you by the Custodian?

A Yes.

Q And in this shipment were any books shipped to you?

A I received one set of The World Book.

Q Is that set of books included in your claim?

A No.

20

Q And did you say you did not receive the Vanity case? A I received the vanity but there was no glass attached to it, no mirror attached to it.

Q In other words, you just received a part of it?

A Yes.

Q Not all of it? A Yes.

MR. FERG: Now I will file these Your Honour, these are Weigh Bills, receipts by the Canadian National and Canadian Pacific Railway. There are three of them and I will file them as Exhibits. They are dated 25th January, 1944, 8th October, 1943 and 17th February, 1944.

30

I.Hirayama.
Cr-Exam.

(THREE WEIGH BILLS, EXHIBIT 10.)

Q Now on the weigh bill of goods shipped to you on the 17th of February, 1944, it shows a carton of glass, could that possibly be the mirror that belonged to the vanity?

A No, that was Japanese Festival Dolls.

Q And you say you only received one carton of books?

A Yes.

Q And those books are not included in your claim?

A No.

Q Were you a school teacher? A Yes.

Q In the Public Schools in B.C.?

A No, a Japanese School in B.C.

Q And the books you are claiming for were books that you used in that occupation?

A Yes.

Q Those are Japanese books? A Yes.

Q Purchased in Japan? A Yes.

Q With Japanese money? A Yes.

20 Q And is the amount you are claiming equivalent in Canadian Dollars that you paid for the books?

A Yes.

Q Now with regard to your fishing nets, you left these with the Camery Company?

A Yes, at the net house.

Q Did you label them? A They were placed - there were certain places allotted for my nets and I placed them there and also tagged them.

Q You tagged them with your own name?

A Yes.

I. Hirayama.
Cr-Exam.

Q And did you put a valuation on them?

A No, I don't remember.

Q You are not sure whether you did or not?

A No.

Q I will show you the net statement of March 1st, 1944, this is prepared by the Custodian's office, Exhibit 9, there is a Japanese valuation on here. Here is Net No. 506, it gives the size of this as $8/40 \times 8\frac{1}{2} \times 40 - 150$, Japanese valuation \$150.00, would it be possible that you placed that valuation on it and wrote it on your tag?

10

A I don't remember.

Q But you may have done so?

A I don't think so.

Q And there is another net, No. 507, $4/40 \times 5\frac{1}{2} \times 55 - 150$, Japanese valuation \$150.00, do you remember if you valued that net or not?

A No.

Q Do you remember if you valued any of the nets?

20

A No.

Q Your answer would be in regard to all Japanese valuations placed on Exhibit 9, you don't remember whether you valued them or not?

A No.

Q There was a net sold for \$175.00 in which the Custodian informed you that they had an offer of \$175.00 and you approved of that sale?

A Yes.

Q The Custodian also wired you of various offers he had for nets, informing you that they had the

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I.Hirayama.
Cr-Exam.

offers? A Yes.

Q And your reply in every case was that you were not prepared to accept the amounts of money that was offered in the telegrams?

A I needed money at that time so in the case of the \$175.00 net I accepted that.

Q Is that the only one that you did approve of?

A Yes.

Q Now, with regard to the life of these nets; how long have you been a fisherman?

10

A Fifteen years.

Q And in the course of those fifteen years you have bought nets for use and worn them out and so on; now just tell the Court fairly, in your opinion what is the average life of a net of the type you use? A It varies according to the type of net but, generally speaking, four to five years.

Q And in the course of those four or five years you would have to make repairs to the nets, I suppose? A Yes.

20

Q In order that the life of the net would go to that length of time? A Yes.

Q There has been evidence from fishermen here that the life of a net is three or four years, would you quarrel with that?

A In the case of sockeye nets where they are used for some time and the mesh is small it might be three or four years. In the case of large mesh spring nets, those might last even ten years.

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I.Hirayama.
Cr-Exam.
Re-Exam.

Q But with regard to your own fishing and your own nets you say four or five years?

A Yes.

Q And that is the best you can make it?

A Yes.

MR. FERG: That is all, Your Honour.

MR. CHERNIAK: Just one question Your Honour.

RE-EXAMINED BY MR. CHERNIAK:

10

Q In the case of this net where you agreed to accept \$175.00 - you know the net I am speaking of? A Yes.

Q— Do you feel that that was the fair market value at that time?

A No, I do not think so.

Q How did you come to accept what you didn't think was the fair market value?

20

A In the case of that net I considered the fair valuation of it was \$225.00, but I had just newly come here and I had to get furniture and one thing and another and I needed the money and for that reason I accepted \$175.00.

MR. CHERNIAK: Thank you, Sir.

PROCEEDINGS ADJOURNED SINE DIE)

Certified to be a true and accurate transcript.

Mark H. Pearce
(MARK H. PEARCE)
OFFICIAL REPORTER

I, the undersigned Sub-Commissioner hereby certify that the foregoing 21 pages of typewritten matter contain a true and accurate record of the sub-commission held in the Law Courts Building, Winnipeg Manitoba, at the time and date first above mentioned.

W. J. ...
(SUB-COMMISSIONER)

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Case 908 wpg NOV 28 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.

ACKNOWLEDGED

4727

[Signature]

[Handwritten initials]

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

(1) NAME Hirayama Ichiro (RCMP) Reg. No. 03898
(Print) Surname Given Name

(2) Pre-Evacuation Address P.O. Box 203, Stevenston, B.C.

(3) Present Address 1043 Manitoba Ave., Winnipeg, Man.

(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 _____
(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.) _____

(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) - - - - - \$ _____

(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 - - - \$ _____

(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 _____

Phoenix Cannery Stevenston & c/o I. Konishi, 125 Gary St., Stevenston, B.C.

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

in House #27 Phoenix Cannery; also in c/o I. Konishi, 125 Gary St., Stevenston, B.C.

(c) How stored or packed at time of evacuation Skiff & quantity of nets left in Phoenix Cannery's net house.

mostly left unpacked.

(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")

Complete list reported to custodian before evacuation

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

1. Household goods (See attached list #1)	Estimated Value \$	
2. estimated value \$597.00	Estimated Value \$	597.00
3. Skiff, nets etc. (See attached list #2)	Estimated Value \$	
4. estimated value \$1155.00	Estimated Value \$	
5. received from custodian 175.00	Estimated Value \$	980.00
6. 1937 Flying Standard Saloon Automobile \$900.00	Estimated Value \$	
7. received approximately 450.00	Estimated Value \$	470.00
8. (mislaidd paper) Loss 470.00	Estimated Value \$	
9.	Estimated Value \$	
10.	Estimated Value \$	

TOTAL CLAIM FOR PROPERTY LOSS \$ 2,047.00

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - - - - - \$ 2,047.00

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

Winnipeg

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 Manitoba)
TO WIT:)

I, Ichiro Hirayama of the city of Winnipeg in the Manitoba

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 Winnipeg in the Province of Manitoba this 18th day of November A.D. 1947.

Ichiro Hirayama

A Commissioner &c.

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

List 1

1	Baby carriage and blankets	\$ 5.00
2	dolls and buggy	8.00
2	boxes books	50.00
1	end table	7.00
1	Child's table & 3 chairs	3.00
1	High chair	7.00
1	lamp stand	10.00
1	box cushions	5.00
1	water tank	5.00
1	Mirror	10.00
1	Photo & Frame	5.00
2	Cartons dolls	25.00
1	Box toys	5.00
2	boxes books	40.00
1	chest drawers	15.00
1	Case Japanese fencing sticks	5.00
1	Box kitchen utensils	10.00
1	wash tub, sundries	5.00
2	cans, 5 gal.	2.00
2	boxes dishes	15.00
1	tub dishes	10.00
1	pc. $\frac{1}{2}$ " cable	3.00
1	kit tools	10.00
6	small boxes fishing gear	5.00
1	box pictures	20.00
1	75' hose (rubber)	5.00
2	cross-cut saws	30.00
1	Anchor (20 lb)	10.00
	Lanterns, 1 gas.	5.00
1	sack decoys	15.00
1	D.R. Table	5.00
1	wardrobe	10.00
2	beds and springs	40.00
1	box mattress	10.00
1	davenport	5.00
6	windsor chairs	10.00
1	heater	20.00
9	common chairs	9.00
	Linoleum on floor	10.00
1	coal hod and shovel	3.00
6	bdles. shingles	10.00
1	box parts, jack, etc., oil cans	10.00
4	bdles dishes	10.00
	several Japanese dolls	25.00
	kitchen cabinet	20.00
	desk set	20.00
	record player and records	25.00
	peevey	5.00

Total \$597.00

list 2

FISHING SUPPLIES

1 Skiff (Flat Bottom)		\$ 15.00
17 inch Fishing net 150 Fathams		150.00
1 9 $\frac{1}{2}$ " " " " "		225.00
1 8 $\frac{1}{2}$ " " " " "	(Sold by Custodian)	175.00
1 6" " " " "		125.00
1 5 7/8" " " " "		100.00
1 5 $\frac{1}{2}$ " " " " "		100.00
1 6 $\frac{3}{4}$ " " " 50 "		60.00
1 5 7/8" " " 75 "		30.00
Cork Lines 500 Fathams with cork		125.00
Lead Lines 400 " " "		50.00
		<hr/>
		\$ 1155.00
Received from Custodian		175.00
		<hr/>
		\$ 980.00

HIRAYAMA, ICHIRO

(Claimant's Name)

PERSONAL PROPERTY

(Fishing Vessels, gear and equipment)

03898

Reg. No.

NETS:

Type	Size	Mesh	Fathoms	Age at Evacuation	Original Value	Estimated value at Evacuation	Maintenance Work	Condition When Evacuated	Whom Left	Estimated Value
Gill	5/40-7	45-no lines	150	Half 2 yrs, half new	\$250.	\$150.00				
Gill	9/40-9 1/2	40-with lines	150	Six months, used only 2 weeks.	\$300.	\$225.00				
Gill	8/40-8 1/2	40 with lines	150	Two Years	\$275.	\$175.00				
Gill	4/40-6	50 no lines	150	One year, used only 4 weeks.	\$225.	\$125.00				
Gill	4/40-5 7/8	50 no lines	150	One year	\$200.	\$100.00				
Gill	4/40-5 1/3	55 with lines	150	One year	\$225.	\$100.00				
Gill	5/40-6 3/4	55 with lines	50	One year, used 4 weeks	\$100.	\$-60.00				
Gill	4/40-5 7/8	50 No lines	75	Two years	\$100.	\$-30.00				
VESSLS SOLD BY CUSTODIAN										
NAME	Reg. No.	Type	Date Purchased	New or Used	Price Paid					
		SKIFF (Flat bottom)	1934	New	\$45.				965.00 15.00 980.00	\$15.00

Improvements to Vessel since date of purchase:

Type	Date	Cost
Completely rebuilt	1939.	

OTHER GEAR:

Description	Date Purchased	New or Used	Price Paid	Condition when Evacuated	Estimated value at date of evacuation
Cork lines with cork - 500 fathoms	Half 1937 Half new.	New	\$175.00	Good	\$125.00
Lead lines with lead.- 400 fathoms	About 1938.	New	\$100.00	Fairly good.	\$-50.00

Arrangements made for storage when evacuated:

Additional Comments, if any:

Total \$ 1135

EXHIBIT No. 908-1
 DATE Sept. 15/48
 FILLED BY Claimant

Hirayama
 Signature

HIRAYAMA ICHIRO

(Claimant's Name)

PERSONAL CHATTELS

03898

Reg. No.

Description of Major Items
(and particularly of goods
lost, stolen or destroyed)

Approximate
Date Purchase

New or Used
When Purchased

Price Paid

Condition when
Evacuated

Estimated value
at Date of Evacuation

As per list attached.

Description of Storage of Goods: All items except kitchen cabinet and desk set were left at No. 27 Phoenix Cannery, Steveston, and were inventoried by custodian. The kitchen cabinet and desk set were stored at I. Kowichis, 125 Garry Street, Steveston, and were reported in my letter to Custodian dated January 26th, 1943.

General Statement as to Chattels not Described above:

ALL SET OUT.

Additional Comments, if any:

I have depreciated the values of the goods according to age and use.

EXHIBIT No.

908-2

DATE

Sept. 15/48

FILLED BY

Claimant

I. H. H. H.
Signature

<u>ITEM</u>		<u>VALUE</u>	<u>SOLD FOR</u>
4 Boxes of Japanese Books used by me in teaching	All in good condition - if returned will abandon claim.	\$50.00	\$2.25
7 Book Set of History			
15 School Books			
10 Dictionaries			
1 English Dictionary			
50 Novels			
1 Box Pictures		\$20.00	
1 End Table	Bought new 1939 for \$12.00	7.00	\$2.00
1 High Chair	Bought new 1940 for \$15.00	7.00	\$3.50
1 Box Cushions about 6.	Bought new 1939	5.00	Abandoned.
1 Water Tank for Boat	Bought new 1939 for \$12.00	5.00	Not fixture.
1 Box of Toys	Bought new 1939 to 1942 for about \$15.00	5.00	Not accounted for.
1 Chest of Drawers	Bought new 1938 for \$25.00	15.00	\$6.00
1 Piece of 1/2" Cable	Brand new	3.00	Not accounted for.
1 Kit Carpenters tools containing hammer screw driver wrenches Square Brace & Bit etc.	Good condition	10.00	\$1.00
6 Sm. Boxes fishing gear containing twine and small items		5.00	
2 Cross cut Saws	Bought new 1939 for \$36.00 excellent condition.	30.00	\$1.75
1 Anchor	Bought new 1938 for \$15.00	10.00	Not accounted for.
1 Gas Lantern	Bought new 1938 for \$10.00	5.00	"
1 Sack of 24 duck decoys	Bought new 1936 for \$25.00	15.00	"
1 Dining room Table	Old but good condition	5.00	"
1 Wardrobe	Bought new 1938 for \$20.00	10.00)
1 Bed & Spring (steel)	Bought new 1933 for \$35.00)	40.00) These were not shipped
1 Bed & Spring (Hardwood)	Old but good condition)) to me.
1 Heater	Bought new 1941 for \$35.00	20.00	Not accounted for.
9 Chairs	Good condition	9.00	Not accounted for.
Linoleum	2 Years old, Pd. \$30.00 new	10.00	Not a fixture.
6 Bundles Shingles	New. Pd. \$12.00	10.00	Not accounted for.
1 Box Parts containing: Car Jack, Oil Cans, Spark Plugs, etc,		10.00	" " "
Kitchen Cabinet	Bought 1938 for \$40.00 Good condition	20.00	
Desk Set (Desk and chair)	Bought 1938 for \$35.00 excellent condition	20.00	
		<hr/>	
		346.00	\$16.50
Net Loss		<hr/>	
		16.50	
		<hr/>	
		\$329.50	

PERSONAL PROPERTY

.....
(Claimant's Name)

(Fishing Vessels, gear and equipment)

NETS:

Type

Size

Mesh

Fathoms

Age at
Evacuation

Original
Value

**VESSELS SOLD BY
CUSTODIAN**

NAME

Reg. No.

Type

Date Purchased

New or Used

Price Paid

Maintenance
Work

Con
V
Eva

Improvements to Vessel
since date of purchase:

Type

Date

Cost

OTHER GEAR:

Description

Date Purchased

New or Used

Price Paid

Condition wh
Evacuated

Arrangements made for storage when evacuated:

Additional Comments, if any:

FILE NO: 4227

908-3

22nd June, 1948

Ichiro HIRAYAMA Regn No 03898

ANALYSIS OF CLAIM

HOUSEHOLD ARTICLES

Items to estimated value of \$	277.00	Sold at auction for	\$ 105.85
do	70.00	No record at anytime	
do	15.00	Abandoned	
do	185.00	Not accounted for	
do	50.00	Shipped	
	<u>597.00</u>		

FISHING GEAR

Nets, lines & skiff to est.val	1155.00	Sold for	\$ 667.00
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MOTOR CAR

Vehicle's est. value	900.00	Sold for	\$ 460.00 (Appr. \$457.00)
	<u>\$ 2652.00</u>		<u>\$1232.85</u>

JC/..

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 4227

EXHIBIT No. _____

NAME Ichiro HIRAYAMA

REG. No. 03898

DATE DECLARATION <u>15 Apr 42</u> EVACUATION <u>23 Apr 42</u>	INVENTORY Signed <u>Claimant</u> DATE <u>14 Apr 43</u>	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
			AUCTION	TENDER &c		
1 Bureau	1 Baby carriage & blankets	1 baby carriage & blks	5	6 50		
Kitchen utensils	2 dolls & buggy	2 dolls & buggy	8	6		
2 wash tubs	2 mattresses	2 bxs books	50	2 25		
1 baby bath	2 boxes books	1 end table	7	2		
6 buckets	1 end table	1 child's table & 3 chairs	3	5 50		
1 water tank	1 child's table	1 high chair	7	3 50		
6 5gal tanks	3 child's chairs	1 lamp stand	10	7		
3 coal oil lanterns	1 medicine cabinet	1 bx cushions	5			
2 gasoline lamps	1 high chair	1 water tank	5			
1 sofa	1 lamp stand	1 mirror	10	6		
1 carving set	1 box cushions	1 photo & frame	5	1 25		
1 spot light	1 ctn old clothes	2 ctn dolls	25	5	∅	
carpets	1 water tank	1 bx toys	5			
1 doz cushions	1 baby's go-cart	2 bxs books	40			
1 trunk	1 mirror	1 chest drawers	15	6		
1 lge box Toys	1 mirror & frame	1 case Jap. fencing sticks	5	40		
1 doll buggy	1 photo & frame	1 bx kitchen utensils	10	6 80		
1 tricycle	2 ctn dolls	1 wash tub sundries	5			
desk set	1 ctn sundries	2 cans, 5 gal	2	25		
book case	1 ctn miscellaneous	2 bxs dishes	15	19 70		
rd hardwood Table	1 box rubber clothes	1 tub dishes	10			
2 end tables	1 box toys	1 pc 1/2" cable	3			
2 stoves	1 iron table	1 kit tools	10	1		
16 chairs	2 boxes books	6 sm bxs fishing gear	5			
2 bedroom suites	1 stone jar	1 bx pictures	20			
2 beds	1 chest drawers	1 75' rubber hose	5	1 70		
kitchen cabinet	1 case Jap. fencing sticks	2 cross-cut saws	30	1 75		
washing machine	1 case boots & cushions	1 anchor (20#)	10			
1 stand lamp	1 box kitch. utensils	Lanterns, 1 gas	5			
1 table lamp	1 wooden kit	1 sack decoys	15			
1 clock	1 wash tub, sundries	1 dining room table	5			
3 alarm clocks	2 cans 5 gal.	1 wardrobe	10			
Singer sewing machine	1 tin crockery	2 beds & springs	40			
2 elec toasters	3 boxes dishes	1 box mattress	10			
1 set World Encyl. & app- rox 40 books	1 tub dishes	1 davenport	5			
set of Dolls	1 pc 1/2" cable	6 windsor chairs	10	7 50 (1 rocker)		
Silverware	1 kit tools	1 heater	20			
1 dinner set	6 sm bxs fishing gear	9 common chairs	9			
chinaware	1 ironing board	Linoleum on floor	10			
1 doz frame pictures	1 can 1 gal	1 coal hod & shovel	3			
childs table & chairs	1 box pictures	6 bdles shingles	10			
1 elec iron	1 hose 75'	1 bx parts, jack, oilcan	10			
coat closet	6 cross-cut saws	4 bdles dishes	10	3		
2 baby buggies	1 anchor	several Jap. dolls	25	2 ctns sold as above ∅		
baby bed	3 tins food, tea	kitchen cabinet	20			
baby's high chair	Lanterns, 1 gas.	desk set	20			
1 large bath	1 sack Decoys	record player & records	25			
carpenter tools,	1 commode	peavy	5			
gardener tools	1 Dining room table					
garden hose	1 wardrobe		597	12 75 (Misc. articles \$6.35; Furniture 105 85)		
1 auto jack	2 beds & springs	1 skiff (flat bottom)	15		10	
1 wheel barrow	1 box mattress	7" net 150 f.	150			
1 wood vise	1 commode	9 1/2" 150	225			
ALL IN HOUSE #27 PHOENIX	2 Table (HM)	8 1/2" 150 sold by cstdn	175			
CANNERY, STEVESTON, BC	1 davenport	6" 150	100			
Fishing boat #3167	1 stove board	5 7/8" 150	100			
8 nets val. at \$1968.	2 brooms	5 1/2" 150	100			
Fishing supplies, 1 skiff	6 windsor chairs	6 3/4" 50	300			
500 f. cork & 400 f. lead	1 heater	5 3/8" 75	125			
lines, 150# anchor, 125#	9 common chairs	5 3/8" 30.	125			
anchor, 3 net trucks,	Linoleum on floor	Cork lines 500 f. & cork	125			
200 f. manila rope, 1	6 bdles shingles	Lead lines 400 f.	50			
3/4" cable, 6# flax & 7#4	1 coal hod & shovel	Less Cstdn cr \$175.	1155			
cotton twine	1 box parts, jack, oilcan		980			
IN PHOENIX CANNERY NET	6 bdles dishes	1937 Flying Standard \$900.				
HOUSE	2 bxs nails	less Cstdn cr approx 430.	470			
	1 bdle tools					
	1 bx shells & powder (destroyed now)	ALLEGED LOSS	2047	105 85	1127	

EXHIBIT No. _____
DATE 5/1
FILLED BY Cl

JC/..

ES	TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	SHIPPED	REMARKS
					5	5			Fixture ?
	∅					5 40	40		Possibly in Pers. Prop. Storage
						(5)			Containing what worth \$5.00 ?
						3 (5) 20			Containing what worth \$5.00 ? Possibly in Pers. Prop. Storage
						10 5 15 5			
					10			10 40	"Vanity" shipped 17/2/44 1-8/10/43 & 1-17/2/44 Usually destroyed
	0 (1 rocker)					5			
						20 9 10 3 10 10			Fixture ?
	odd as above ∅								Fixture ?
				20 20 25 5					
	75 (Misc. articles \$6.35; Furniture \$4.80; Kitchenware \$1.60)								
	85			70	15	185		50	
	10								
	577								
	80								
	667								
	460								Appx. value \$457.-
85	1127			70	15	185		50	

EXHIBIT No. 908-3
DATE Sept. 15/48
FILLED BY Claman

EXHIBIT No. 908-4

DATE Sept. 15/48
FILED BY

Claim

Registration Number 03898

HIRAYAMA, Ichiro

INVENTORY OF NETS

1	Net	9/40	x	9 ¹ / ₂	x	40	x	140	F. with Lines	\$225.00
1	"	8/40	x	8 ¹ / ₂		40		140	" "	175.00
1	"	4/40		5 ³ / ₄		55		150	" "	175.00 (150.00 on card)
1	"	5/40		6 ³ / ₄		55		50	" "	100.00 1 G. S.
1	"	4/40		6		50		150	no lines	100.00
1	"	4/40		5 7/8		50		150	" "	100.00
1	"	5/40		6 ¹ / ₂		45		150	" "	125.00
1	"	5/40		7		45		160	" "	125.00
										<u>1125.00</u>
										"1125.-"

500 Fath. Cork Lines
400 " Lead
6# Flax Twine
7# Cotton Twine.

noted

*See net statement
March 1/44*

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

Dec. 9, 1948

C. McLaughlin

EXHIBIT No. 908 - 5
DATE Sept. 15/48
FILED BY Crown

Steveston, B. C.
October 29th 1942

ANGLO-BRITISH COLUMBIA PACKING COMPANY LIMITED
PHOENIX CANNERY

Nets and Gear sold for account of I. Hirayama "File #4227"
"Reg. #03898"

19	Set of Line, 200 fathoms	35.00
21	200 fathom lead and cork line	30.00
49	net 4/40 - 5 7/8" - 50 mesh - 150 fathoms	65.00
83	150 fathom cork line with corks	15.00
97	net 8/40 - 8 1/2" - 40 mesh - 140 faths. with line	127.00
		<u>\$272.00</u>

Purchased by A. B. C. Packing Co. Ltd.

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

Dec. 9, 1948

C. McLaughlin

THE ANGLO-BRITISH COLUMBIA PACKING COMPANY

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
Jun 9/42

PHOENIX Cannery
Steveston, B. C. June 8th, 1942

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

Dear Sirs: Your File 4227 - Ichiro Hirayama

We enclose our Draft for the sum of \$175.00 in payment
of the below described net;

9/40 x 9" Mesh x 40 Mesh ~~Deep~~ x 140 Fathoms complete with lines.

The above amount represents the original price asked by
Hirayama for this net.

Yours truly,

PHOENIX CANNERY

By "M. S. Robertson"

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

Dec. 9, 1948

[Signature]

EXHIBIT No. 908-6
DATE Sept. 15/48
FILLED BY Clament

26/1/43

2

Letellier Man
January 26/43

EVACUATION SECTION	
Rec'd	FEB 1 1943
File No.	4227
Ans.	ARM - 6/2/43
Referred	Green

Protection Dept.
Office of Custodian
Vancouver B.C.



Dear Sir:- Re File 4227.

Thank you for your letter of January 20th, 1943. I understand that it is too much trouble for packing small articles.

By your letter I found out that there is no articles left behind at house No 27, Phoenix Cannery Steveston B.C. I am sure that you were unable to locate some articles in the boarded rooms of the house so please investigate again. These rooms are securely boarded from outside and inside and it is up to your authority to do so. What I am worrying about is the fire hazard, which exist there. I wanted those framed pictures because it is of my parents and ^{father} relation ^{is} and it is of keepsake value. Of those articles listed in my name I moved the

followings to the ^{re} premises of Mrs. Honzhe
on Garry St. Steveston. B.C.

- | | |
|---------------------|---|
| 1. Desk & Chair | 9. 2 Electric Toasters |
| 2. Book Case | 10. 1 set. World Book Encyclo.
pedia |
| 3. 2 End Tables. | 11. Dolls (sets) |
| 4. 1 Bed Room Suite | 12. Silver Ware |
| 5. Kitchen Cabinet | 13. 1 Dinner Set. |
| 6. Washing Machine | 14. 1 Carving Set. |
| 7. Table Lamp. | 15. 1 Electric Iron. |
| 8. Clock. | |

Please investigate thoroughly and let me know about the condition. I will be much obliged if you can let me know what fishing supplies are still there because I would like to sell them this spring if possible

Thanking you for your trouble

Yours truly
Ichiro Hirayama
Box 257 Letellier Manitoba.

4227

March 8, 1943.

Mr. Ichiro HIRAYAMA,
P. O. Box #257,
Letellier, Man.

Dear Sir: Re: Chattels

We have for reply your letter of January 26th.

Referring to our letter of January 20th, we regret that an error was made in stating that you left nothing behind except a kitchen stove and and oilcloth rug.

We enclose herewith in duplicate a list of chattels which were found in house #7 at Phoenix Cannery. Most of these goods were removed to our storage warehouse and some were left in the house.

You will be glad to know that the pictures you mentioned in your letter are quite safe.

The chattels you mention as being at 125 Gary St., in the care of Mr. I. Konishi are also secure but as they are mixed up with Konishi's goods, we cannot list them separately.

Regarding your nets and lines stored at the Cannery -- these are being attended to by another department who will advise you regarding same.

Yours truly,

R. B. Mackedic
Protection Department.

RBM/MFP
Enc.

EXHIBIT No. 908-7
DATE Sept. 15/48
FILLED BY Claimant

EXHIBIT No. 908 - 8

DATE Sept. 15/48

FILED BY

Claimant Crown

NET SCHEDULE

File No. 4227

5th August, 1947

Re: Ichiro HIRAYAMA - Registration No. 03898

(Broken down from ledger, correspondence and cards)

CUSTODIAN NO.	DESCRIPTION	JAP. VALUATION	SELLING PRICE	DATE OF SALE Ledger entry
	✓ 9/40 x 9 x 40 - 140 fathoms	\$175. 8/1/42	\$175.00	10th June 1942
509	5/40 x 7 x 45 160 fathoms	125. 1/3/44	85.00	11 Jan. 1943
605 E	5/40 x 6 ³ / ₄ x 55 50 fathoms	100. "	25.00	12th Jan. 1943
507	4/40 x 5 ¹ / ₂ x 55 150 fathoms	150. "	100.00	4th Feb. 1943
Unlisted	Set of line 200 fathoms		35.00	29th Oct. 1942
"	200 fathoms lead & cork line		30.00	"
"	4/40 x 5 7/8 x 50 - 150 fathoms		65.00	"
"	150 fathoms cork line with corks		15.00	"
"	8/40 x 8 ¹ / ₂ x 40 - 140 fathoms with line		127.00	"
	Skiff		10.-	

ABC ck
272.-

The above schedule is certified to be in accordance with the information on file.

..... "J. Cuming"

JC/A

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

Dec. 9, 1948

L. M. Clugan

GENOA BOND

908 - 9

EXHIBIT No. _____

DATE _____ Sept. 15/48

FILED BY _____ Crown

HIRAYAMA, Ichiro,
Registration No. 03898,
File No. 4227.

March 1, 1944.

NET STATEMENT

<u>Cust. No.</u>	<u>Description</u>	<u>Japanese Value</u>	<u>Purchase Price</u>
506	8/40 x 8 $\frac{1}{2}$ x 40 - 150	\$150.00	\$127.00
507	4/40 x 5 $\frac{1}{2}$ x 55 - 150	150.00	100.00
509	5/40 x 7 x 45 - 160	125.00	85.00 ✓
605E	5/40 x 6 $\frac{3}{4}$ x 55 - 50	100.00	25.00
Cannery	4/40 x 5 $\frac{7}{8}$ x 50 - 150	100.00	65.00
Cannery	200 fa. cork & lead line		35.00
Cannery	200 fa. cork & lead line		30.00
Cannery	150 fa. cork line & corks		15.00
Cannery	9/40 x 9 x 40 - 140	225.00	175.00 ✓
590	skiff		10.00 ✓
TOTAL SALES			\$667.00

UNACCOUNTED FOR

4/40 x 6 x 50 - 150	\$125.00
5/40 x 6 $\frac{1}{2}$ x 45 - 150	125.00
Cotton and flax twine	

/ms

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

Dec. 9, 1948

C. Mc Cleghan



PP
3
4

CANADIAN PACIFIC RAILWAY COMPANY

03898

THIS MEMORANDUM

Is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No.....

Agent's No.....

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

at Muscow B.C. 25th Jan 1940

from B. B. ... the goods described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said goods over all or any portion of said route to destination, and as to each party at any time interested in all or any of said goods, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

The Rate of Freight from.....

to..... is in Cents per 100 Lbs.

														IF Special	
IF	Times	1st	IF	Class	IF	Class	IF	Class	IF	Class	IF	Class	IF	Class	per

(Mail Address—Not for purposes of delivery.)

Consigned to Jahon Khayana 03898 1355 Park St

Destination Winnipeg { Province or State of Man. County of.....

Route..... Car Initial..... Car No.....

No. Packages	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN	If charges are to be prepaid, write or stamp here, "To be Prepaid."
11	Hand Washing Machine	315	Common	D	
1	Box				
1	Hand Sewing Machine	90	Common	D	Agent or Cashier
1	Box				
	EXHIBIT No. <u>908-10</u>	50			Per..... (The signature here acknowledges only the amount prepaid.)
	DATE <u>Sept. 13/48</u>	1.40			
	FILLED BY <u>Crown</u>	4.90			Charges Advanced : \$.....
		14.80			

Per ... Shipper. Per ... Agent.

CONDITIONS

Sec. 1. The Carrier of any of the goods herein described shall be liable for any loss thereof or damage thereto except as hereinafter provided.

Sec. 2. In the case of shipments from one point in Canada to another point in Canada, or where goods are shipped under a joint tariff, the Carrier issuing this bill of lading, in addition to its other liability hereunder, shall be liable for any loss, damage, or injury to such goods from which the other Carrier is not by the terms of this bill of lading relieved, caused by or resulting from the act, neglect, or default of any other carrier to which such goods may be delivered in Canada, or under such joint tariff, or over whose line or lines such goods may pass in Canada or under such joint tariff, the onus of proving that such loss was not so caused or did not so result being upon the Carrier issuing this bill of lading. The Carrier issuing this bill of lading shall be entitled to recover from the other Carrier on whose line or lines, the loss, damage, or injury to the said goods shall have been sustained the amount of such loss, damage, or injury as it may be required to pay hereunder, as may be evidenced by any receipt, judgment, or transcript thereof. Nothing in this section shall deprive the holder of this bill of lading or party entitled to the goods of any remedy or right of action which he may have against the Carrier issuing this bill of lading or any other Carrier.

Sec. 3. The Carrier shall not be liable for loss, damage, or delay to any of the goods herein described, caused by the act of God, the King's or public enemies, riots, strikes, defect, or inherent vice in the goods, or the act or default of the shipper or owner; for differences in weights of grain, seed, or other commodities caused by natural shrinkage or discrepancies in elevator weights when the elevators are not operated by the Carrier, unless the weights are evidenced by Government certificate; the authority of law or by quarantine. For loss, damage, or delay, except where cartage is to be performed by the Carrier or its agents, caused by fire occurring after forty-eight hours (exclusive of legal holidays), or in the case of bonded goods seventy-two hours (exclusive of legal holidays), after written notice of the arrival of said goods at destination or at port of export (if intended for export and not covered by a through bill of lading) has been sent or given, the Carrier's liability shall be that of warehouseman only. Except in case of negligence of the Carrier (and the burden of proving freedom from such negligence shall be on the Carrier), the Carrier shall not be liable for loss, damage, or delay occurring while the goods are stopped and held in transit upon the request of the party entitled to make such request. When in accordance with general custom, on account of the nature of the goods, or at the request of the shipper, the goods are transported in open cars, the Carrier (except in case of loss or damage by fire, in which case the liability shall be the same as though the goods had been carried in closed cars) shall be liable only for negligence, and the burden of proving freedom from such negligence shall be on the Carrier.

Sec. 4. No Carrier is bound to transport said goods by any particular train or vessel, or in time for any particular market or otherwise than as required by law, unless by specific agreement endorsed hereon. Every Carrier in case of physical necessity shall have the right to forward said goods by any railway or route between the point of shipment and the point of destination; but if such diversion be from a rail to a water route the liability of the Carrier shall be the same as though the entire carriage were by rail.

The amount of any loss or damage for which any Carrier is liable shall be computed on the basis of the value of the goods at the place and time of shipment under this bill of lading (including the freight and other charges, if paid, and the duty if paid or payable and not refunded), unless a lower value has been represented in writing by the shipper or has been agreed upon or is determined by the classification or tariff upon which the rate is based, in any of which events such lower value shall be the amount to govern such computation, whether or not such loss or damage occurs from negligence.

When under the terms of the classification or special reduced tariffs, the goods are carried at owner's risk, such conditions are intended to cover only such risks as are necessarily incidental to transportation and shall not relieve the Carrier from liability for any loss, damage, or delay which may result from any negligence or omission of the Carrier, its agents or employees, and the burden of proving freedom from such negligence or omission shall be on the Carrier.

Notice of loss, damage, or delay must be made in writing to the Carrier at the point of delivery, or to the Carrier at the point of origin, within four months after delivery of the goods, or in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed. Unless notice is so given the Carrier shall not be liable.

Any Carrier or party liable on account of loss of or damage to any of said goods, on reimbursing to the insured the premiums paid in respect thereof, shall have the full benefit of any insurance that may have been effected upon or on account of said goods, so far as this shall not avoid the policies or contracts of insurance.

Sec. 5. Grain in bulk consigned to a point where the Carrier has an elevator or warehouse, or where there is a public or licensed elevator or warehouse, may be there delivered and placed with other grain of the same kind and grade without respect to ownership; Provided that this shall not apply to a point of final delivery if it is otherwise expressly noted hereon, unless the grain is not promptly unloaded after written notice of arrival has been sent or given to the person named herein. Grain so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 6. Goods not removed by the party entitled to receive them within forty-eight hours (exclusive of legal holidays), or in the case of bonded goods, within seventy-two hours (exclusive of legal holidays), after written notice has been sent or given, may be kept in car, station, or place of delivery or warehouse of the Carrier, subject to a reasonable charge for storage and to the Carrier's responsibility as warehousemen only, or may at the option of the Carrier (after written notice of the Carrier's intention to do so has been sent or given), be removed to and stored in a public or licensed warehouse at the cost of the owner and there held at the risk of the owner and without liability on the part of the Carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

Goods in carloads shipped from a private siding or a station, wharf, or landing where there is no duly authorized agent, shall be at the risk of the owner until the car is lifted or bill of lading is issued by the Carrier, and thereafter shall be at the risk of the Carrier. Goods in carloads destined to a private siding or station, wharf or landing, where there is no duly authorized agent, shall be at the risk of the Carrier until placed on the delivery siding.

All goods shall be subject to necessary cooperage and baling at owners cost.

Sec. 7. No Carrier shall be bound to carry any documents, specie, or any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so (the duty of obtaining such special agreement to be on the Carrier when the nature of such goods is disclosed herein) and a stipulated value of the articles are endorsed hereon. If such goods are carried without a special agreement and the nature of the goods is not disclosed hereon the Carrier shall not be liable for any loss or damage thereto.

Sec. 8. The owner or consignee shall pay the freight and all other lawful charges accruing on said goods, and, if required, shall pay the same before delivery. If upon inspection it is ascertained that the goods shipped are not those described in this bill of lading, the freight charges must be paid upon the goods actually shipped, with any additional penalties lawfully payable thereon.

Sec. 9. Except in case of diversion from rail to water route, which is provided for in Section 4 hereof, and except as provided hereafter, if all or any part of said goods is carried by water over any part of said route, such water carriage shall be performed subject to the liabilities, limitations, and exemptions provided by statute and to the conditions contained in this bill of lading not inconsistent with such statute or this section, and subject also to the condition that no Carrier or party in possession shall be liable for any loss or damage resulting from the perils of the lake, sea, or other waters; or from explosion, bursting of boilers, or breakage of shafts not arising from the negligence of the Carrier, or from any latent defect in hull, machinery, or appurtenances; or from collision, stranding, or other accidents of navigation or from prolongation of the voyage. And any vessel carrying any or all of the goods herein described shall be at liberty to call at intermediate ports, to tow and be towed, and assist vessels in distress, and to deviate for the purpose of saving life or goods.

The term "water carriage" in this section shall not be construed as including lighterage or car ferriage across rivers, or in lake or other harbors, and the liability for such lighterage or car ferriage shall be governed by the other sections hereof.

If the goods are being carried under a tariff which provides that any Carrier or Carriers party thereto shall be liable for loss from perils of the sea, then as such Carrier or Carriers the provisions of this section shall be modified in accordance with the provisions of the tariff, which shall be treated as incorporated into the conditions of this bill of lading.

Sec. 10. Every party, whether principal or agent, shipping explosives or dangerous goods without previous full written disclosure to the Carrier or its agent of their nature, shall be liable for all loss or damage caused thereby, and such goods may be warehoused at owner's risk and expense, or destroyed without compensation.

Sec. 11. Any alteration, addition or erasure in this bill of lading shall be signed or initialed in the margin by an agent of the Carrier issuing the same, and if not so signed or initialed shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

CNR-7000-E
9-36

CANADIAN NATIONAL RAILWAY

03898

STRAIGHT BILL OF LADING-ORIGINAL-NOT NEGOTIABLE

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

at Manitowish Beach 8th Oct 1943

from B. Security Commission the goods described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said goods over all or any portion of said route to destination, and as to each party at any time interested in all or any of said goods, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

The Rate of Freight from.....

to..... is in Cents per 100 Lbs. IF Special

IF	Times	1st	IF	Class	IF	Class	IF	Class	IF	Class	IF	Class	IF	Class	IF	Class	per

(Mail Address—Not for purposes of delivery.)

Consigned to Mr. Ichiro Arayama 03898, 135 Park St.

Destination Manitowish { Province or State of Man County of

Route..... Car Initial..... Car No.....

No. Packages	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN	If charges are to be prepaid, write or stamp here, "To be Prepaid."
✓ 1	Baby carriage				Prepaid B656 The...
✓ 1	bin box				
✓ 1	Baby bed Spring and mattress (Picture included)	145	112	19 19	
			Swamping	45	Received \$ to apply in prepayment of the charges on the property described hereon.
			Direction Booking	70	
			Packing	75	
			Richmonds Bldg	1.75	
			ORR 3rd	5.26	
				5.26	Agent or Cashier
				78.85	Per..... (The signature here acknowledges only the amount prepaid.)
					Charges Advanced : \$.....

B. Security Commission Shipper. [Signature] Agent.
Per [Signature] Per [Signature]

CONDITIONS

SEC. 1. The Carrier of any of the goods herein described shall be liable for any loss thereof or damage thereto except as hereinafter provided.

SEC. 2. In the case of shipments from one point in Canada to another point in Canada, or where goods are shipped under a joint tariff, the Carrier issuing this bill of lading, in addition to its other liability hereunder, shall be liable for any loss, damage, or injury to such goods from which the other Carrier is not by the terms of this bill of lading relieved, caused by or resulting from the act, neglect or default of any other Carrier to which such goods may be delivered in Canada, or under such joint tariff or over whose line or lines such goods may pass in Canada or under such joint tariff, the onus of proving that such loss was not so caused or did not so result being upon the Carrier issuing this bill of lading. The Carrier issuing this bill of lading shall be entitled to recover from the other Carrier on whose line or lines the loss, damage, or injury to the said goods shall have been sustained the amount of such loss, damage, or injury as it may be required to pay hereunder, as may be evidenced by any receipt, judgment, or transcript thereof. Nothing in this section shall deprive the holder of this bill of lading or party entitled to the goods of any remedy or right of action which he may have against the Carrier issuing this bill of lading or any other Carrier.

SEC. 3. The Carrier shall not be liable for loss, damage, or delay to any of the goods herein described, caused by the act of God, the King's or public enemies, riots, strikes, defect, or inherent vice in the goods, or the act or default of the shipper or owner; for differences in weights of grain, seed, or other commodities caused by natural shrinkage or discrepancies in elevator weights when the elevators are not operated by the Carrier, unless the weights are evidenced by Government certificate; the authority of law or by quarantine. For loss, damage, or delay, except where cartage is to be performed by the Carrier or its agents, caused by fire occurring after forty-eight hours (exclusive of legal holidays), or in the case of bonded goods seventy-two hours (exclusive of legal holidays), after written notice of the arrival of said goods at destination or at port of export (if intended for export and not covered by a through bill of lading) has been sent or given, the Carrier's liability shall be that of warehouseman only. Except in case of negligence of the Carrier (and the burden of proving freedom from such negligence shall be on the Carrier), the Carrier shall not be liable for loss, damage, or delay occurring while the goods are stopped and held in transit upon the request of the party entitled to make such request. When in accordance with general custom, on account of the nature of the goods, or at the request of the shipper, the goods are transported in open cars, the Carrier (except in case of loss or damage by fire, in which case the liability shall be the same as though the goods had been carried in closed cars) shall be liable only for negligence, and the burden of proving freedom from such negligence shall be on the Carrier.

SEC. 4. No Carrier is bound to transport said goods by any particular train or vessel, or in time for any particular market or otherwise than as required by law, unless by specific agreement endorsed hereon. Every Carrier in case of physical necessity shall have the right to forward said goods by any railway or route between the point of shipment and the point of destination; but if such diversion be from a rail to a water route the liability of the Carrier shall be the same as though the entire carriage were by rail.

The amount of any loss or damage for which any Carrier is liable shall be computed on the basis of the value of the goods at the place and time of shipment under this bill of lading (including the freight and other charges if paid, and the duty if paid or payable and not refunded), unless a lower value has been represented in writing by the shipper or has been agreed upon or is determined by the classification or tariff upon which the rate is based, in any of which events such lower value shall be the amount to govern such computation, whether or not such loss or damage occurs from negligence.

When under the terms of the classification or special reduced tariffs, the goods are carried at owner's risk, such conditions are intended to cover only such risks as are necessarily incidental to transportation and shall not relieve the Carrier from liability for any loss, damage or delay which may result from any negligence or omission of the Carrier, its agents or employees, and the burden of proving freedom from such negligence or omission shall be on the Carrier.

Notice of loss, damage or delay must be made in writing to the Carrier at the point of delivery, or to the Carrier at the point of origin, within four months after delivery of the goods, or in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed. Unless notice is so given the Carrier shall not be liable.

Any Carrier or party liable on account of loss of or damage to any of said goods, on reimbursing to the insured the premiums paid in respect thereof, shall have the full benefit of any insurance that may have been effected upon or on account of said goods, so far as this shall not avoid the policies or contracts of insurance.

SEC. 5. Grain in bulk consigned to a point where the Carrier has an elevator or warehouse, or where there is a public or licensed elevator or warehouse, may be there delivered and placed with other grain of the same kind and grade without respect to ownership: Provided that this shall not apply to a point of final delivery if it is otherwise expressly noted hereon, unless the grain is not promptly unloaded after written notice of arrival has been sent or given to the person named herein. Grain so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

SEC. 6. Goods not removed by the party entitled to receive them within forty-eight hours (exclusive of legal holidays), or in the case of bonded goods, within seventy-two hours (exclusive of legal holidays), after written notice has been sent or given, may be kept in car, station, or place of delivery or warehouse of the Carrier, subject to a reasonable charge for storage and to the Carrier's responsibility as warehouseman only, or may at the option of the Carrier (after written notice of the Carrier's intention to do so has been sent or given), be removed to and stored in a public or licensed warehouse at the cost of the owner and there held at the risk of the owner and without liability on the part of the Carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

Goods in carloads shipped from a private siding or a station, wharf, or landing where there is no duly authorized agent, shall be at the risk of the owner until the car is lifted or bill of lading is issued by the Carrier, and thereafter shall be at the risk of the Carrier. Goods in carloads destined to a private siding, or station, wharf, or landing where there is no duly authorized agent, shall be at the risk of the Carrier until placed on the delivery siding.

All goods shall be subject to necessary cooperage and baling at owner's cost.

SEC. 7. No Carrier shall be bound to carry any documents, specie, or any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so (the duty of obtaining such special agreement to be on the Carrier when the nature of such goods is disclosed herein) and a stipulated value of the articles are endorsed hereon. If such goods are carried without a special agreement and the nature of the goods is not disclosed hereon the Carrier shall not be liable for any loss or damage thereto.

SEC. 8. The owner or consignee shall pay the freight and all other lawful charges accruing on said goods, and, if required, shall pay the same before delivery. If upon inspection it is ascertained that the goods shipped are not those described in this bill of lading, the freight charges must be paid upon the goods actually shipped, with any additional penalties lawfully payable thereon.

SEC. 9. Except in case of diversion from rail to water route, which is provided for in Section 4 hereof, and except as provided hereafter, if all or any part of said goods is carried by water over any part of said route, such water carriage shall be performed subject to the liabilities, limitations and exemptions provided by statute and to the conditions contained in this bill of lading not inconsistent with such statute or this section, and subject also to the condition that no carrier or party in possession shall be liable for any loss or damage resulting from the perils of the lake, sea, or other waters; or from explosion, bursting of boilers, or breakage of shafts not arising from the negligence of the Carrier, or from any latent defect in hull, machinery, or appurtenances; or from collision, stranding, or other accidents of navigation or from prolongation of the voyage. And any vessel carrying any or all of the goods herein described shall be at liberty to call at intermediate ports, to tow and be towed, and assist vessels in distress, and to deviate for the purpose of saving life or goods.

The term "water carriage" in this section shall not be construed as including lighterage or car ferriage across rivers, or in lake or other harbors, and the liability for such lighterage or car ferriage shall be governed by the other sections hereof.

If the goods are being carried under a tariff which provides that any Carrier or Carriers party thereto shall be liable for loss from perils of the sea, then as to such Carrier or Carriers the provisions of this section shall be modified in accordance with the provisions of the tariff, which shall be treated as incorporated into the conditions of this bill of lading.

SEC. 10. Every party, whether principal or agent, shipping explosives or dangerous goods without previous full written disclosure to the Carrier or its agent of their nature, shall be liable for all loss or damage caused thereby, and such goods may be warehoused at owner's risk and expense, or destroyed without compensation.

SEC. 11. Any alteration, addition or erasure in this bill of lading shall be signed or initialed in the margin by an agent of the Carrier issuing the same, and if not so signed or initialed shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

CNR-7000-E

9-18

CANADIAN NATIONAL RAILWAYS

3

03898

THIS MEMORANDUM

Is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No.....

Agent's No.....

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

at Unmeasured B.B. 17th July 1947 19.....

from B. B. Commission the goods described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said goods over all or any portion of said route to destination, and as to each party at any time interested in all or any of said goods, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

The Rate of Freight from.....

to..... is in Cents per 100 Lbs. IF Special

IF	Times	1st	IF	Class	IF	Class	IF	Class	IF	Class	IF	Class	IF	Class	IF	Class	IF	Class	IF	Class	per	

(Mail Address—Not for purposes of delivery.)

Consigned to John Marayama 22898 1047 2nd St. Que

Destination Unmeasured { Province or State of Man. County of.....

Route..... Car Initial..... Car No.....

No. Packages	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN	If charges are to be prepaid, write or stamp here, "To be Prepaid."
1	4th Bed Books				<p>Received \$..... to apply in prepayment of the charges on the property described hereon.</p> <p>Agent or Cashier</p> <p>Per.....</p> <p>(The signature here acknowledges only the amount prepaid.)</p> <p>Charges Advanced :</p> <p>\$.....</p>
1	4th Bed Books	Richard's baggage in	2.00	✓	
1	4th Bed Books	" Catalog	10.00	✓	
1	4th Bed Books	" Catalog out.	1.45	✓	
1	4th Bed Books	C.N.R. Exp.	22.69		
1	4th Bed Books		9.36	14	
1	4th Bed Books				
1	4th Bed Books				

Shipper..... Agent.....
Per..... Per.....

CONDITIONS

Sec. 1. The Carrier of any of the goods herein described shall be liable for any loss thereof or damage thereto except as hereinafter provided.

Sec. 2. In the case of shipments from one point in Canada to another point in Canada, or where goods are shipped under a joint tariff, the Carrier issuing this bill of lading, in addition to its other liability hereunder, shall be liable for any loss, damage, or injury to such goods from which the other Carrier is not by the terms of this bill of lading relieved, caused by or resulting from the act, neglect or default of any other Carrier to which such goods may be delivered in Canada, or under such joint tariff, or over whose line or lines such goods may pass in Canada or under such joint tariff, the onus of proving that such loss was not so caused or did not so result being upon the Carrier issuing this bill of lading. The Carrier issuing this bill of lading shall be entitled to recover from the other Carrier on whose line or lines the loss, damage, or injury to the said goods shall have been sustained the amount of such loss, damage, or injury as it may be required to pay hereunder, as may be evidenced by any receipt, judgment, or transcript thereof. Nothing in this section shall deprive the holder of this bill of lading or party entitled to the goods of any remedy or right of action which he may have against the Carrier issuing this bill of lading or any other Carrier.

Sec. 3. The Carrier shall not be liable for loss, damage, or delay to any of the goods herein described, caused by the act of God, the King or public enemies, riots, strikes, default, or inherent vice in the goods, or the act or default of the shipper or owner, for differences in weights of grain, seed, or other commodities caused by natural shrinkage or discrepancies in elevator weights when the elevators are not operated by the Carrier, unless the weights are evidenced by Government certificate; the authority of law or by quarantine. For loss, damage, or delay, except where cartage is to be performed by the Carrier or its agents, caused by fire occurring after forty-eight hours (exclusive of legal holidays), after written notice of the arrival of said goods at destination or at port of export (if intended for export and not covered by a through bill of lading) has been sent or given, the Carrier's liability shall be that of warehouseman only. Except in case of negligence of the Carrier (and the burden of proving freedom from such negligence shall be on the Carrier), the Carrier shall not be liable for loss, damage, or delay occurring while the goods are stopped and held in transit upon the request of the party entitled to make such request. When in accordance with general custom, on account of the nature of the goods, or at the request of the shipper, the goods are transported in open cars, the Carrier (except in case of loss or damage by fire, in which case the liability shall be the same as though the goods had been carried in closed cars) shall be liable only for negligence, and the burden of proving freedom from such negligence shall be on the Carrier.

Sec. 4. No Carrier is bound to transport said goods by any particular train or vessel, or in time for any particular market or otherwise than as required by law, unless by special agreement endorsed hereon. Every Carrier in case of physical necessity shall have the right to forward said goods by any railway or route between the point of shipment and the point of destination; but if such diversion be from a rail to a water route the liability of the Carrier shall be the same as though the entire carriage were by rail.

The amount of any loss or damage for which any Carrier is liable shall be computed on the basis of the value of the goods at the place and time of shipment under this bill of lading (including the freight and other charges if paid, and the duty if paid or payable and not refunded), unless a lower value has been represented in writing by the shipper or has been agreed upon or is determined by the classification or tariff upon which the rate is based, in any of which events such lower value shall be the amount to govern such computation, whether or not such loss or damage occurs from negligence.

When under the terms of the classification or special reduced tariffs, the goods are carried at owner's risk, such conditions are intended to cover only such risks as are necessarily incidental to transportation and shall not relieve the Carrier from liability for any loss, damage or delay which may result from any negligence or omission of the Carrier, its agents or employees, and the burden of proving freedom from such negligence or omission shall be on the Carrier.

Notice of loss, damage or delay must be made in writing to the Carrier at the point of delivery, or to the Carrier at the point of origin, within four months after delivery of the goods, or in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed. Unless notice is so given the Carrier shall not be liable.

Any Carrier or party liable on account of loss of or damage to any of said goods, on reimbursing to the insured the premiums paid in respect thereof, shall have the full benefit of any insurance that may have been effected upon or on account of said goods, so far as this shall not avoid the policies or contracts of insurance.

Sec. 5. Grain in bulk consigned to a point where the Carrier has an elevator or warehouse, or where there is a public or licensed elevator or warehouse, may be there delivered and placed with other grain of the same kind and grade without respect to ownership. Provided that this shall not apply to a point of final delivery, if it is otherwise expressly noted hereon, unless the goods are not promptly unloaded after written notice of arrival has been sent or given to the person named hereon. Grain so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 6. Goods not removed by the party entitled to receive them within forty-eight hours (exclusive of legal holidays), or in the case of bonded goods, within seventy-two hours (exclusive of legal holidays), after written notice has been sent or given, may be kept in car, station, or place of delivery or warehouse of the Carrier, subject to a reasonable charge for storage and to the Carrier's responsibility as warehouseman only, or may at the option of the Carrier (after written notice of the Carrier's intention to do so has been sent or given) be removed to and stored in a public or licensed warehouse at the cost of the owner and there held at the risk of the owner and without liability on the part of the Carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

Goods in carloads shipped from a private siding or a station, wharf, or landing where there is no duly authorized agent, shall be at the risk of the owner until the car is lifted or bill of lading is issued by the Carrier, and thereafter shall be at the risk of the Carrier. Goods in carloads destined to a private siding, or station, wharf, or landing where there is no duly authorized agent, shall be at the risk of the Carrier until placed on the delivery siding.

All goods shall be subject to necessary cooerage and baling at owner's cost.

Sec. 7. No Carrier shall be bound to carry any documents, specie, or any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so (the duty of obtaining such special agreement to be on the Carrier when the nature of such goods is disclosed herein) and a stipulated value of the articles are endorsed hereon. If such goods are carried without a special agreement and the nature of the goods is not disclosed hereon the Carrier shall not be liable for any loss or damage thereto.

Sec. 8. The owner or consignee shall pay the freight and all other lawful charges accruing on said goods, and, if required, shall pay the same before delivery. If upon inspection it is ascertained that the goods shipped are not those described in this bill of lading, the freight charges must be paid upon the goods actually shipped, with any additional penalties lawfully payable thereon.

Sec. 9. Except in case of diversion from rail to water route, which is provided for in Section 4 hereof, and except as provided hereafter, if all or any part of said goods is carried by water over any part of said route, such water carriage shall be performed subject to the liabilities, limitations and exemptions provided by statute and to the conditions contained in this bill of lading not inconsistent with such statute or this section, and subject also to the condition that no carrier or party in possession shall be liable for any loss or damage resulting from the perils of the lake, sea, or other waters; or from explosion, bursting of boilers, or breakage of shafts not arising from the negligence of the Carrier, or from any latent defect in hull, machinery, or appurtenances; or from collision, stranding, or other accidents of navigation or from prolongation of the voyage. And any vessel carrying any or all of the goods herein described shall be at liberty to call at intermediate ports, to tow and be towed, and assist vessels in distress, and to deviate for the purpose of saving life or goods.

The term "water carriage" in this section shall not be construed as including lighters or car ferriage across rivers, or in lake or other harbors, and the liability for such lighters or car ferriage shall be governed by the other sections hereof.

If the goods are being carried under a tariff which provides that any Carrier or Carriers party thereto shall be liable for loss from perils of the sea, then as to such Carrier or Carriers the provisions of this section shall be modified in accordance with the provisions of the tariff, which shall be treated as incorporated into the conditions of this bill of lading.

Sec. 10. Every party, whether principal or agent, shipping explosives or dangerous goods without previous full written disclosure to the Carrier or its agent of their nature, shall be liable for all loss or damage caused thereby, and such goods may be warehoused at owner's risk and expense, or destroyed without compensation.

Sec. 11. Any alteration, addition or erasure in this bill of lading shall be signed or initialed in the margin by an agent of the Carrier issuing the same, and if not so signed or initialed shall be without effect, and this bill of lading shall be enforceable according to its original tenor.