

| <u>REAL PROPERTY</u> | | | | | | | | | | |
|--------------------------------------|-------------------------------------|--|-----------------------------------|---|--|--|--|------------------------|-----------------------------|--------|
| Greater Vancouver | | Rural (except V.L.A.) | | | V.L.A. (except Mission Village) | | V.L.A. Mission Village | | Total | |
| Sale Price | 5% thereof & 12.50 | Sale Price | 10% thereof | Charges 12.50 & Comm. | Sale Price | 80% of all Sale Prices | | Sale Price | 125% of all Sale Prices: | |
| | | | | | | % of Total | Amount | | % of Total | Amount |
| | | 2750. | | | | | | | | 287.50 |
| | | | 275.00 | .00 12.50 | | | | | | |
| <u>PERSONAL PROPERTY</u> | | | | | | | | | | |
| Motor Vehicles | | | Boats and Boat Gear | | | | | | | |
| Sale Price | 25% thereof | Sale Price | Nelson Bros. 23.5% of Sale Price | Other Sales 28.5% of Sale Price | Equipment charges paid to purchasers in error. Repay to owners | Amount of Claims for Boat Gear Declared & Recorded Now Missing | 45% of amount in next preceding column | | | |
| | | | | | | | | | | |
| 500.00 | | | | | | | | | 125.00 | |
| | 125.00 | | | | | | | | | |
| <u>NETS</u> | | | | | | | | | | |
| Total award for Nets plus Sale Price | | Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing | | Percentage Total Award to Total Claim | | Claim for Nets Sold Declared Not Found, & Recorded Now Missing | | Apply % ratio to Claim | Deduct Custodian Sale Price | |
| | | | | | | | | | | |
| <u>MISCELLANEOUS CHATTELS</u> | | | | | | | | | | |
| Claim for goods Sold By Auction | Sale Price of Goods Sold By Auction | Rebates of charges 30% of Sale Price | Ratio in % of Sale Price to Claim | Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid | Applica-tion of % ratio to amount in next preceding column | Sale Price of goods Sold by Tender | 12% of Sale Price | | | |
| | | | | | | | | | | |
| 401.00 | 211.80 | | | | | | | 63.54 | | |
| | | 63.54 | | | | | | | 63.54 | |
| TOTAL RECOMMENDATION | | | | | | | | | 476.04 | |

CASE NO. 932

JAPANESE PROPERTY CLAIMS COMMISSION

(SUB-COMMISSION)

Winnipeg, Manitoba,

21st September, 1948.

IN THE MATTER OF THE CLAIMS OF

STEPHEN SHINJI SATO

PROCEEDINGS AT HEARING

IN THE MATTER OF "THE INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927, CHAPTER 99

JAPANESE PROPERTY CLAIMS COMMISSION

SUB-COMMISSION

B E F O R E

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

Winnipeg, Manitoba,

21st September, 1948.

IN THE MATTER OF THE CLAIMS OF

STEPHEN SHINJI SATO

20

PROCEEDINGS AT HEARING

APPEARANCES:

F.M. FERG, Esq., Appearing for the
 Dominion Government.
 S.M. CHERNIACK, Esq., Appearing for the
 Claimant.

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

30 MARK H. PEARCE, Esq., Sr., Official Reporter.

S.S. Sato,
In Chief.

STEPHEN SHINJI SATO, the claimant herein, being
first duly sworn, testified as follows:

MR. CHERNIACK: Your honour, I ask leave to amend to show
the valuation of the real property at \$4,756.00.

THE COMMISSIONER: Well, that is what it is now.

MR. CHERNIACK: Yes, the Custodian's sale price \$2,750.00,
the loss \$2,006.00. The personal property a total of
\$1,206.00 valuation, the Custodian's sale price
\$686.40, the loss is therefore \$519.60.

10 THE COMMISSIONER: You haven't been giving us the amended
claim for personal property separated as you have done.

MR. CHERNIACK: No, sir, I have included the truck and
household furniture at \$1,206.00. I will indicate when
we reduce the allowances what the changes are. Your
honour will note that the claimant, in connection with
the real property, shows he has a one-third interest in
his property and the brother Jishiro Sato owns two-
thirds and he is filing on behalf of both.

DIRECT EXAMINATION BY MR. CHERNIACK:

20 Q I show you a document dated September 10, 1948, whose
signature appears at the bottom?

A My brother.

Q Was that signed in your presence? A Yes.

Q And that is your brother's signature, is it?

A Yes.

Q And is this (indicating) the witness W. L. Ono?

A Yes.

MR. CHERNIACK: It is a letter signed by the owner addressed
to the Commissioner.

S.S. Sato,
In Chief.

Sept. 10th, 1948.

To the Commissioner,
Japanese Property Claims Commn.

10 I, Jishiro Sato, of Winnipeg, in Manitoba, the former owner of an undivided 2/3 interest in the property known as 92 Chatham St., Steveston, B.C., and described as Lots 5, A & B, 6 A & B, 7,8, & 9, Block 4 of Sec. 10, Bl 3 N, Range 7 West, Map 249 New Westminster, my brother Stephen Shinji Sato owning the other 1/3 interest, do hereby authorize my said brother Stephen Shinji Sato to represent me in presenting our claim to you;

And I do hereby request you to accept his evidence on my behalf.

Witness

(Sgd.) W.L. Ono

(Sgd.) J. Sato."

THE COMMISSIONER: That makes it quite clear.

BY MR. CHERNIACK:

20 Q Mr. Sato, I show you two typewritten statements?

A Yes.

Q Were these prepared in accordance with your instructions?

A Yes.

Q And this (indicating) is your signature?

A Yes.

Q What were-- And you swear the contents of this statement to be true to the best of your knowledge and recollection?

A Yes.

MR. CHERNIACK: I tender as Exhibits 2 and 3 respectively

30 the Real Estate Statement and the Statement as to

S.S. Sato,
In Chief.

chattels and on behalf of my learned friend I will tender as Exhibit 4 the Custodian's Appraisal and as Exhibit 5 the Custodian's analysis of the Personal Property Claim.

(Real Estate Statement, EXHIBIT 2.)

(Personal Chattels Statement, EXHIBIT 3.)

(Custodian's Appraisal, EXHIBIT 4.)

(Custodian's Analysis of Personal Property Claim, EXHIBIT 5.)

10 MR. CHERNIACK: In this case your honour will notice that this gentleman is the first that I have had who bought a property very cheaply and got more for it than he paid and I might say in this connection that every time in the hearing before the Commission when we produced evidence to show that a man had paid a large amount of money for the property shortly before the sale, counsel would get up and say we are not concerned with the investment but with fair market value, and in this case we are not concerned with the investment but we are certainly concerned with market value because, as I say, the claimant sets out that the property was sold for more than he paid for it and he thinks the value was even greater than the amount for which it was sold by the Custodian.

20

Q You set out you bought the property for \$1,700.00 in 1939; you also say you paid an extremely low price for it? A Yes.

Q Would you care to explain why you feel you paid a low price for it, what were the circumstances?

30 A S. Akimoto owned that property, he had a hardware

S.S. Sato,
In Chief.

store and that property, he went bankrupt, and that property was in the hands of creditors and the creditor wanted to sell but nobody wanted to buy that time, so I could get it at that price.

Q Did you have any dealings with these creditors?

A I knew him.

Q Did you know them, or were you friendly?

A I knew him.

Q Who was the representative? A Two Japanese and one was National Trust, he used to be with the trust company.

10

Q Is that the Canadian Credit Men's Trust?

A It may be.

Q In any event you felt you would be able to buy it very cheaply? A Yes.

MR. CHERNIACK: I have on file and I am showing to my learned friend the Agreement for Sale relating to this property showing the consideration of \$1,700.00 and it is signed on behalf of the owner Shigenori Akimoto by the Canadian Credit Men's Trust Association Limited as attorney in fact and the agreement is dated March 31, 1939. The claimant sets out that he planted 10 mixed fruit trees and a few ornamental shrubs.

20

THE COMMISSIONER: Are there any exhibits I haven't got here - I was going to ask you and I thought it should be shown, the estimated values \$4,756.00, where is that taken from?

MR. CHERNIACK: I will come to that in Exhibit 2. He says he based it solely on the assessment for 1942. I will ask my learned friend to confirm that.

30

S.S. Sato,
In Chief.

THE WITNESS: I have that valuation.

BY MR. CHERNIACK:

Q You mean the assessment? A Yes.

MR. CHERNIACK: And we had it confirmed from my learned friend's files.

MR. FERG: Assessment 1942, Corporation of the Township of Richmond, land \$882.00.

MR. CHERNIACK: Well, there are several lots there.

MR. FERG: This is Lot 5A, 5B, 6A, 6B and Lots 7 and 8,
10 882 and the value of improvements \$2,560.00, the assessment was made in 1942.

THE COMMISSIONER: That is the building.

MR. FERG: The improvements are \$2,560.00 and the lots \$1,764.00.

THE COMMISSIONER: That comes to \$4,300.00.

MR. CHERNIACK: It is a little short I think, my learned friend must have another assessment for Lot 9.

MR. FERG: Yes, I am sorry, \$432.00 for Lot 9.

MR. CHERNIACK: There is an additional \$432.00 to the land
20 which my learned friend omitted.

MR. FERG: \$2,296.00 for land and \$2,560.00 for personal property.

THE COMMISSIONER: Yes.

MR. CHERNIACK: So that is the explanation of the amount and that is why we have indicated that the claimant is using only that as a yardstick, the statement that the property is worth more than the price for which it is sold, and we are leaving it to the Appraisers in the adjourned hearing to set up and prove the correct market value. Your honour will note from Exhibit 4, the
30

S.S. Sato,
In Chief.

Appraisal, that the property is described as being a very attractive home, the lots are, I believe, also shown as attractive. Your honour will note that the Appraisal is dated April 24, 1944. Actually we don't know when it was made. We had a recent case to-day when appraisal was made a year prior to its date and that is yet to be proven, the time when this appraisal was made. My information from the Custodian's file is that the house was sold in August 1944 for \$2,750.00. Might I
10 ask my learned friend to produce from his file a letter dated March 8, 1944, from Mrs. G.H. Rolston. This letter, your honour, is addressed to the Custodian and reads:

Steveston, March 8.

Mr. Peters,
Custodian of Enemy Property.
Dear Sir.

Re our telephone conversation in regards to
20 the property of Mr. S. Sato in Steveston. We have Mr. Sato's consent to purchase the property for \$3000 (three thousand) and I would like to make this the price not including the furniture. I will not make any claim to said furniture and will take that question up with Mr. Sato later.

Hoping that we may be able to get some action on this, I am,

Yours sincerely,

(Sgd.) Mrs. G.H. Rolston."

30 MR. CHERNIACK: I am just saying this, that the Custodian

S.S. Sato,
In Chief.

had received an offer for \$3,000.00 exclusive of the furniture. I might indicate that there appears on the Custodian's file a reply to that letter, which sets out that the property is about to be put up for tenders and suggesting that Mrs. Rolston submit a tender for same after the advertising. The file doesn't show any further tenders received and shows a sale of \$2,750.00.

(Letter from Mrs. G.H. Rolston, EXHIBIT 6.)

BY MR. CHERNIACK:

- 10 Q Did you in fact consent to a sale to Mrs. Rolston for \$3,000.00? A The first time that the offer came, I thought she made a good offer and I wrote back and said I intend to sell but that property was under lease for the duration and I had to clear up the legal point affecting it, the duration of the lease to the sale of the property, and I made several inquiries, both to the Custodian and to Mrs. Rolston, and in due course of inquiry, the matter took so much time, and I had information from my friend in the court that property prices were going up considerably and it was foolish to sell the property under the assessment value. That is why I changed my mind and I didn't give a final consent for the sale.
- 20 Q You didn't give the final consent to the sale?
A No.
- Q I believe you received letters from the Custodian asking if you would consent? A Yes, they asked me the first time we had letter exchange with Mrs. Rolston the price was \$3,000.00 including the furniture, and then the Custodian wrote to me that they had to prepare
- 30

S.S. Sato,
In Chief.

a different Bill of Sale on the property and also for the fixtures, so they asked me to send a price on the property, a price on the fixtures, but at that time I changed my mind and I wanted to keep them, so I didn't give an answer to those letters.

Q So you never actually gave your final consent to the sale to anybody at any price? A No.

10 MR. CHERNIACK: I might say I have on my file and have shown it to my learned friend, a Certificate of Title No. 132348E, dated July 31, 1939, in the name of Stephen Shinji Sato and Jishiro Sato, affecting the land for which claim is being made. Now, if your honour would look at Exhibit 5, the Custodian's Analysis, I could indicate to you quite readily the items which were withdrawing.

THE COMMISSIONER: Yes.

MR. CHERNIACK: Your honour will note there is a darker blue line every fifth line down the page.

THE COMMISSIONER: Yes.

20 MR. CHERNIACK: On the third blue line there is one lawn mower \$10.00 sold for \$14.00, so we are obviously withdrawing that claim. You will find no claim in connection with piano and piano bench, with some particulars attached thereto and \$50.00, I am withdrawing claim on that. I should have made a correction, I didn't withdraw the claim in connection with the lawn mower, I only withdrew this \$50.00 claim and in that way we made a claim of \$10.00 for the lawn mower and giving the Custodian credit for \$14.00 was \$4.00 in excess. I only subtracted \$50.00 from the total claim.

30

S.S. Sato,
In Chief.

By not withdrawing the lawn mower the Custodian benefits to the extent of \$4.00.

THE COMMISSIONER: Yes, I understand.

MR. CHERNIACK: I might say further, sir, that on looking at the auction sheets I disputed the notations at the foot of the Custodian's column, or Analysis Sheet, marked "Sales" account, where they indicate the various categorized items sold, and I mean by that that I didn't recognize that the kitchenware \$3.00 and furniture \$8.20 was for the items for which claim had been made, and I presume the reason I didn't do so was because the Custodian's Sale Sheets didn't indicate that they should have been credited as such. As far as the clothing was concerned I recognized the \$2.50 as being the correct amount which should be credited for the items for which claim was made. I didn't recognize miscellaneous \$11.15 but I did recognize tools \$4.55 and my total thereafter for that column amounts to \$186.40. That amount when added to the \$500.00, for which the truck was sold, makes a total of \$686.40, which has already been given as the Custodian's sale price for these articles for which claim is made. Your honour will note there is no dispute by the Custodian as to any of these chattels. They were all sold except certain ---

THE COMMISSIONER: Something was valued at \$5.00.

MR. CHERNIACK: Yes, one bed and mattress, and all the other goods were apparently for sale.

THE COMMISSIONER: They don't sell mattresses apparently, they abandon them, not being sanitary.

S.S. Sato,
In Chief.

Cr. Exam.

MR. CHERNIACK: Now, the claimant in Exhibit 3 sets out the larger items for which claim is made, showing the date of purchase and the cost of same when he is able to give that and the estimated value at date of evacuation and indicates that he has depreciated all the goods and shows what he considers to be a fair market value.

10 MR. FERG: We submit that the real property was sold at its fair market value and the chattels have been sold at their fair market value. The only controversy between the parties is a controversy as to valuation.

CROSS EXAMINATION BY MR. FERG:

Q I show you a photograph, Mr. Sato?

A Yes.

Q What does that picture represent?

A That is my house.

Q That is the house in question in this claim?

A Yes.

20 MR. FERG: Picture was taken April 13, 1943.

(Picture, EXHIBIT 7.)

BY MR. FERG:

Q You entered into a lease with Mr. John Kercher in connection with this property? A Yes.

Q And in addition to leasing him the real estate and your home, you leased him your chattels for the duration of the war? A Yes.

Q Is that (indicating) your signature at the foot of the document? A Yes.

30 Q One is yourself and the other is your brother?

S.S. Sato,
Cr. Exam.

A Yes.

Q That is the other partner who has an interest in the property? A Yes.

Q Is that (indicating) Mr. John Kercher's signature?

A Yes.

(Lease dated March 24, 1942, EXHIBIT 8.)

MR. FERG: I will also file a memorandum in connection with the International Truck and the appraisal on it.

(Memorandum, EXHIBIT 9.)

10 Q Neither you nor your brother have had an independent valuation made of this house and property?

A No.

Q Mrs. G.H. Rolston wrote you in the winter of 1943 about purchasing this property? A Yes.

Q What was her offer to you? A She offered \$2,000.00 cash but I didn't have interest in it.

Q In other words, you wouldn't take \$2,000.00?

A No.

Q What was your reply to her, do you remember?

20 A I will consider if they pay \$3,000.00.

Q Would you know your letter if you saw it?

A Yes.

Q I will show you a letter, is that (indicating) your signature? A Yes.

Q And is that further signature underneath, "I hereby agree with the contents of the foregoing letter;" is that the signature of your brother?

A Yes.

Q The joint owner of this property? A Yes.

30 Q That is the letter you wrote Mrs. Rolston in reply to

S.S. Sato,
Cr. Exam.

her letter offering you \$2,000.00? A Yes.

(Letter dated Dec. 26, 1943, EXHIBIT 10.)

Q In reply to Mrs. Rolston you offered to take \$3,000.00 cash and included were the furniture and fixtures on the inventory, except the four-piece bedroom suite with spring which belong to Mr. and Mrs. J. Sato?

A Yes.

Q You were willing to take \$3,000.00 at that time?

A Yes.

10 Q Yes, including chattels? A Yes.

Q And I suppose that is what you would consider a fair market value at that time, December 1943?

A I thought that value is good value considering what I paid for it.

Q Now, I will show you a further letter, Mr. Sato, is that (indicating) your signature at the foot of the letter dated January 14, 1944, addressed to the Department of the Secretary of State, Office of the Custodian, Vancouver, B.C.?

20 A Yes.

Q And is the further signature the signature of your brother? A Yes.

Q Or the other claimant of the property?

A Yes.

Q And that is the letter you wrote on that occasion?

A Yes.

(Letter dated January 14, 1944, EXHIBIT 11.)

Q Now, in this letter, Exhibit 11, Mr. Sato, you say this:
"The price for the said property shall be three thousand dollars (\$3000.00) in cash provided that the furniture

S.S. Sato,
Cr. Exam.

and fixtures will be included in the sale except certain things among them?" A Yes.

Q That was your offer at that time? A Yes.

Q And that is on the 14th of January, 1944?

A Yes.

Q You and your co-owner were prepared to take \$3,000.00 for the property at that time?

A Yes.

Q Including the chattels? A Yes, sir.

10 Q Did Mrs. Rolston ever make any other offer to you for the property other than the offer of \$2,000.00?

A No, sir.

Q You never received any further offer from her?

A No.

MR. FERG: That is all the questions, your honour.

MR. CHERNIACK: If my learned friend has the Royal Canadian Mounted Police Receipt for the truck it possibly should be filed.

MR. FERG: Yes, I have a receipt for the International
20 Truck from the Royal Canadian Mounted Police dated March 9, 1942.

(Receipt for International Truck, EXHIBIT 12.)

Q You purchased this truck second-hand?

A No, sir, new.

Q What did you pay for it when you bought it?

A I don't remember exactly but I think it was \$1,450.00, or something like that, that is the chassis alone.

Q And you had driven it steadily up to the time of evacuation? A Yes, sir.

30 Q You hadn't had an offer for the sale of it yourself?

S.S. Sato,
Cr. Exam.

A No.

Q Have you ever had any accidents with the truck?

A No, sir.

Q Upset it or rolled it over? A No, sir.

MR. FERG: I submit, your honour, with regard to the truck, as submitted in all these type of cases, that in any event the market value claimed by the claimant must not exceed the ceiling price.

MR. CHERNIACK: Does my learned friend know when the
10 ceiling price came in?

THE COMMISSIONER: I suppose that is a matter of regulations.

MR. FERG: I think 1940 prices were set as October 1st,
I think.

MR. CHERNIACK: I would like to point out in Exhibit 12,
the Royal Canadian Mounted Police Receipt, there is
mention of extra equipment on the truck, being a
spot light and two clearance lamps, and in the appraisal
of the truck, Exhibit 9, there is no mention of these
items, and it would appear to me to indicate that they
20 were not on the truck when they were appraised or
sold. If that is the case, we contend, as to the
value of these items, they were lost, destroyed or
stolen while in the custody or control of the
Custodian and we therefore claim for these items.
I think I should try and get a question as to the
value of them.

RE-EXAMINATION BY MR. CHERNIACK:

Q You had a spot light on your truck? A Yes.

30 Q Do you remember when you bought the spot light?

S.S. Sato,
Re-Exam.

A I think it was \$15.00.

Q And when was it bought? A I think it was about 1940.

Q And you paid, you think, \$15.00? A Yes.

Q Was it the kind of spot light you could move from the inside of the truck? A No, I put it at the back of the truck.

Q To light up whatever work you may be doing behind?

A Yes.

10 Q And it was not movable, it was fixed?

A Well, it was adjustable.

Q Was it ever damaged, was there dents or cracks in it?

A No.

Q Then you had two clearance lamps, do you remember when you bought those? A I bought them when I built the body of the truck but after that I broke it and replaced it twice.

Q Well, I am speaking of the last time.

A Just about the same time I bought the spot light.

20 Q About 1940? A Just---- yes.

Q What would they cost you? A I think they were very cheap, something around \$1.00 each, there is four of them you know.

Q Were there four? A Yes.

Q The Royal Canadian Mounted Police mentions only two, do you think that is wrong?

A That is front clearance lights.

Q You actually had four, two in the front and two in the back? A You mean clearance lights, they may be different.

S.S. Sato,
Re-Exam.

Q What other lights did you have on the truck?

MR. FERG: Clearance lights are standard equipment on all these trucks, I presume it is the same in British Columbia as in Manitoba.

THE WITNESS: Two blue lights on the front and two red in the back.

BY MR. CHERNIACK:

Q Any other lights on the truck other than the head light and this spot light? A That is all.

10 Q Did you have any fog lights or large lamps?

A No.

Q Now, on this Royal Canadian Mounted Police Receipt there is mention made of 6 tires, is that what you had when the truck was handed in?

A Yes, sir.

Q Was it handed in by you, is this (indicating) your signature? A Yes.

Q And you handed it in? A Yes.

Q And you had 6 tires? A Yes.

20 Q I would like to indicate that Exhibit 12 indicates opposite "tire numbers" 6 - on the rear did you have 2 tires on the wheels? A Yes, dual tires.

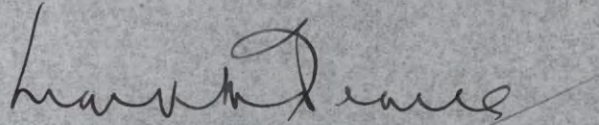
Q You had no spare? A No.

MR. CHERNIACK: Well, the tires are all accounted for.

THE COMMISSIONER: Yes, it is possible you are right they were moved.

MR. CHERNIACK: And if they were it should have been shown on the appraisal.

Certified to be a true and accurate transcript.

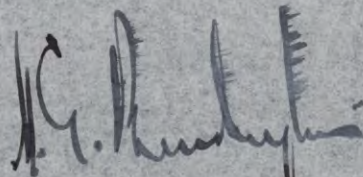


(MARK H. PEARCE, Sr.)
OFFICIAL REPORTER.

CERTIFICATE

10

I, the undersigned Sub-Commissioner hereby certify that the foregoing 17 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.



(SUB-COMMISSIONER)

Case 932

NOV 28 1947
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.

3913

ACKNOWLEDGED

B.

wpl

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

(1) NAME Sato Stephen Shinji (RCMP) Reg. No. 04485
(Print) Surname Given Name

(2) Pre-Evacuation Address 92 Chatham Street, Steveston, B.C.

(3) Present Address 531 Sargent Avenue, Winnipeg, Manitoba

(4) REAL ESTATE
(a) Street Address (if any) 92 Chatham Street, Steveston, B.C.
City or Municipality, Province

ex 6

(b) Legal description (lot number, block number, section number, etc.)
Lots 5 "A" Five "B", Six "A", Six "B", Seven, Eight, and Nine, Block 4 of Section 10, Block 3, North Range 7 West Map 249 in District of New Westminster.

(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.) One third interest, my brother Jishiro Sato, 302 Boyd Avenue, owned 2/3 and with his consent I am joining both claims for the purpose of convenience.

(e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - \$ 2,196.00
(ii) Buildings - - - - - \$ 2,560.00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - \$ _____
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 4,756.00
(v) Amount at which Custodian sold property and credited your account - - - \$ 2,779.95 - 2750
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 1,996.05 - 2006

(5) PERSONAL PROPERTY
(a) Place or places at which property was left by the claimant at date of evacuation 92 Chatham St., Steveston, B.C., Truck left at Hastings Park, Vancouver, B.C.
(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.) house
(c) How stored or packed at time of evacuation Left as furnished

(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")

Furniture with John Kercher - Truck in care of custodian

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

| | Estimated Value \$ | Amt. rec'd | Loss |
|--|--------------------|------------|--------|
| 1. Home furniture and garden tools (referred to letter Nov. 30th, 1942) | \$ 500.00 | 146.38 | 353.62 |
| 2. International 1 1/2 ton truck | \$ 800.00 | 473.02 | 326.98 |
| 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 \$ 680.60

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) - - - - - \$ 2,676.65

(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 No

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, Stephen Shinji Sato
of Winnipeg

of the City
in the Province of 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".

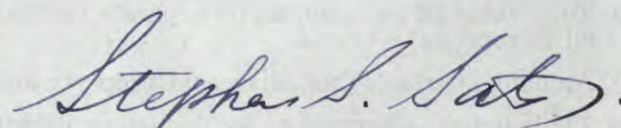
DECLARED before me at the City)

of Winnipeg)

in the Province of Manitoba)

this 8th day of November)

A.D. 1947.



[Signature]
A BARRISTER AT LAW ENTITLED TO PRACTISE
IN THE PROVINCE OF MANITOBA.

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.

To be attached to claim of SATO, STEPHEN SHINJI, formerly of 92 Catham St.,
 Steveston, B.C., No. 04485

Itemized list of Household furniture and tools

Estimated Value

| | |
|---|----------|
| Chesterfield 3 pieces | \$ 65.00 |
| 1 Dining table & 2 extension boards & 6 chairs | 65.00 |
| 1 kitchen range | 20.00 |
| cooking utensils | 5.00 |
| 1 Kitchen table & 9 Kitchen chairs 1 Rocking Chair | 10.00 |
| Dinner set & plates & bowls | 10.00 |
| 1 office desk & 2 office chairs | 25.00 |
| 3 writing tables | 6.00 |
| 2 Lamp stands | 6.00 |
| 5 Beds & mattresses | 25.00 |
| 1 Phonograph | 3.00 |
| 1 Bureau (contains value \$20) | 35.00 |
| 1 Lawn mower | 10.00 |
| 6 Hoes | 3.00 |
| 1 Spade | .50 |
| 2 Hay hook | 1.00 |
| 1 5# Hammer | .50 |
| 2 Long saws 1 Buck saw | 5.00 |
| 1 Porcelain bottle (1 gal.) | .50 |
| 2 Porcelain Jars (2 gal. 10 gal.) | 2.00 |
| 3 piece of Water hose | 1.50 |
| 1 Scythe 1 Japanese scythe | 2.00 |
| 1 Box of carpenter tools | 20.00 |
| 1 small scale | 5.00 |
| 1 Piano) Paid \$65.00 and to pay \$80.00) | |
| 1 Piano Bench) and reclaimed by vendor for non payment) | 50.00 |
| 2 Bureaus (contains value \$30) | 55.00 |
| 1 Trunk (contains value \$20) | 25.00 |

TOTAL ESTIMATED VALUE

\$456.00

Please amend claim accordingly by substituting \$456.00 for \$500.00
 as estimated value.

Sept 10th, 1948

To the Commissioner
Japanese Property Claims Commn.

I Jishiro Sato, of Winnipeg, in Manitoba,
the former owner of an undivided $\frac{2}{3}$ interest in
the property known as 92 Chatham St, Steveston B. C.,
and described as lots 5, A+B, 6 A+B, 7, 8, & 9, Block 4
of Sec 10, Blk 3N, Range 7 West Map 249 New Westminster,
my brother Stephen Shinji Sato owning the other
 $\frac{1}{3}$ interest, do hereby authorize my said
brother Stephen Shinji Sato to represent me
in presenting our claim to you;

and I do hereby request you to accept
his evidence on my behalf

witness

W. L. Ono

J. Sato

EXHIBIT NO. 932-1
DATE Sept. 21/48
FILLED BY Claimant

SATO, Shinji Stephen

(Claimant's Name)

REAL ESTATE
(Other than farm)

04485

Reg. No.

Type of Premises
(e.g. House, Store, etc.)

No. of Rooms

Type of Finish

Use of Premises

Size of Lot

When Purchased

Date of Purchase

House

2 upstairs
4 downstairs

Exterior siding (painted)
Interior plastered

residence

Lots 7,8 and 9. 1939
are 44' x 120' each
Lots 5A,5B and 6A,
6B are 25 x 132 each

~~4756.00~~

Type of Locality

Cost Price

Improvements made by Claimant

Estimated Value Date of Sale

Residential

1700.00

Planted about 10 mixed fruit trees, and
also a few ornamental shrubs.

\$ 4756.00

Comments re upkeep of premises:

kept in good state of repair

Comments re Appraiser's report not covered above: This property was purchased by me and my ^{bro} father Jishiro Sato from the trustee in Bankruptcy of S.Akimoto at an extremely low price. I have no doubt that in August, 1944 the market value of the house and the seven lots was considerably higher than as appraised for the Custodian. I based my valuation solely on the assessment for 1942 and previous years, on the basis of which I paid taxes. However, I am not a Real Estate expert and I am leaving the decision as to fair market value to the Commissioner with such assistance as Counsel may provide.

EXHIBIT No.

932-2

DATE

Sept. 24/68

FILLED BY

Claimant

Stephen S. Sato
Signature

(Claimant's Name)

Reg. No.

| Description of Major Items (and particularly of goods lost, stolen or destroyed) | Approximate Date Purchase | New or Used When Purchased | Price Paid | Condition when Evacuated | Estimated value at Date of Evacuation |
|--|--|-------------------------------|---|-----------------------------|--|
| 1936 International 1½ ton truck | 1936 | new | about \$1450 chassis alone built box at cost of \$150 in 1941 overhauled motor at cost of about \$120.00 | good | 800.00 |
| 3 piece chesterfield suite | 1940 | used | 75.00 | good | 65.00 |
| 1 dining table & 2 extension boards & 6 chairs | 1940 | used | 85.00 | good | 65.00 |
| 1 kitchen range | 1936 | used | 40.00 | fair | 20.00 |
| 1 office desk & 2 office chairs | 1933 | used | 50.00 | good | 25.00 |
| 1 bed and mattress | 1940 | new | 30.00 | good) | 25.00 |
| 4 other old beds & mattress | don't remember | | don't remember | fair) | |
| 1 Bureau containing women's clothing worth at least \$20.00 | 1933 | new | 40.00 cost price of clothing difficult to remember | good))) | 35.00 |
| 1 Box of Carpenter tools | time to time | | | | |
| 2 planes - 2 scredrivers) | | | | | |
| 2 hammer - 3 chisels) | time to time | new | don't remember | good | 20.00 |
| 2 squares - 2 auger & bits) | 1930 - 1941 | | | | |
| 2 wrenches - 1 hand saw) | | | | | |
| -Description of Storage of Goods:) | | | | | |
| saw sharpening tools, etc.) | | | | | |
| 2 bureaus containing men's clothing, suits, and 6 Japanese Kimono | don't know | bought by father | | fair | 55.00 |
| 1 trunk containing women's clothing | 1930 | new | 20.00 | fair) | 25.00 |
| | difficult to estimate cost of clothing | | |) | |

DESCRIPTION OF STORAGE OF GOODS: Left at 92 Chatham St. Steveston, B.C.

General Statement as to Chattels not Described above:

I have depreciated all goods according to age & use and have shewn what I consider are fair market values at date of sale.

Additional Comments, if any: I am withdrawing the claim for the piano.

EXHIBIT No.

922-3

DATE

Sept. 21/48

FILLED BY

Claimant.

Signature

GOULTHARD, SUTHERLAND & Co., LTD.

ESTATE AND INSURANCE AGENTS
CAR FINANCING

R.P. 4

609 COLUMBIA STREET,
NEW WESTMINSTER, B. C.

Catalogue #829.
File: 3435, 3913.

April 24, 1944.

Office of the Custodian,
Royal Bank Building,
VANCOUVER, B.C.

APPRAISAL.

RE: Lots 5A, 5B, 6A, 6B, 7-9, Block 4, Section 10,
B3N/7W, Map 249, Steveston Townsite.

Dear Sir:

This property is located at 92 Chatham Street and is rented to Mr. Kescher for \$5.00 per month. It consists of a modern six roomed house, fully plastered with a full sement basement and is heated by a wood and coal furnace. There is full plumbing, a fireplace, electricity and every modern convenience. The construction throughout is good.

The house consists of a living room, dining room, kitchen, and two bedrooms. The exterior of the house siding, roof is in fair condition, and the entire set-up is in need of paint.

The three lots 7, 8, and 9 which are 44' X 120' giving a frontage on Chatham Street of 132'. The remaining four lots are 25' X 132 and lie at the rear of the house. The garden is in fair condition and under cultivation. There are a number of fruit trees.

VALUATION:

| | |
|---------------------------|------------------|
| House..... | \$1800.00 |
| Lot seven | 150.00 |
| " eight | 125.00 |
| " nine | 125.00 |
| 4 small lots @ \$75. each | 300.00 |
| | <u>\$2500.00</u> |

Yours very truly,

GOULTHARD, SUTHERLAND & CO. LTD.,

F. H. Coulthard
F. H. Coulthard.

EXHIBIT NO.

932-4

DATE

Sept. 21/48

FILLED BY

Claimant

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 3913.

EXHIBIT No.

NAME SATO, Mr. Stephen Shinji.

REG. No. 04485.

| DATE DECLARATION EVACUATION | INVENTORY LEASE INVENTORY TAKEN BY ITEMS INCL. IN LEASE TO DATE | DETAILS OF CLAIM | SALES | | SOLD WITH REAL PROP. | DECL. NOT FOUND |
|--|--|---|--|---|--|-----------------|
| | | | AUCTION | TENDER &c | | |
| 14/4/42. 6/8/42. April/42. | S.S. SATO | | | | | |
| Stephen Shinji SATO: 6/8/42: Chesf'd 3 pc 1 Dining Table 6 chairs 1 Kitchen range Cooking utensils 1 Kitch. table 9 chairs 1 Rocking chair Dinner set, plates, bowls 1 office desk, 2 chairs 3 writing tables 2 lampstands 5 beds & mattresses 1 phonograph 1 bureau 1 lawn mower 6 hoes 1 spade 2 hay forks 1 5# hammer 2 long saws 1 bucksaw 1 porcelain bottle 2 porcelain jars 3 pcs water hose 2 scythes 1 box carpenter tools 1 small scale 1 piano w. bench being bought on time \$80. owing Bowes Music House | 3 pc Chesfd 7 pc Din. Rm Suite 1 Kitch. range 1 Kitch. table 10 chairs 1 office desk 2 chairs 3 writing tables 2 lamps 5 beds complete 1 phonograph 1 bureau 1 piano 1 platform scale sundry gdn tools 1 lawn mower 1 scythe 1 water hose sundry carpenter tools 2 porcelain jars | Cherterfield 3 pieces 65.00 1 Dining table & 2 extension boards & 6 chairs 65.00 1 kitchen range 20.00 Cooking Utensils 5.00 1 Kitchen table & 9 Kitchen Chairs 1 Rocking Chair 10.00 Dinner set & plates & bowls 10.00 1 office desk & 2 office chairs 25.00 3 writing tables 6.00 F 2 Lamp stands 6.00 5 Beds & mattresses 25.00 1 Phonograph 3.00 1 Bureau(contains value\$20) 35.00 1 Lawn Mower 10.00 6 Hoes 3.00 1 Spade .50 2 Hay hook 1.00 1 5# Hammer .50 2 Long saws 1 Buck saw 5.00 1 Porcelain bottle (1 gal.) .50 2 Porcelain Jars (2 gal. 10 gal.) 2.00 3 piece of Water hose 1.50 1 Scythe 1 Japanese scythe 2.00 1 Box of carpenter tools 20.00 1 small scale 5.00 1 Piano)Paid \$65.00 & to 1 Piano Bench)pay \$80.00 & re-claimed by vendor for non payment 50.00 2 Bureaus (contains value\$30) 55.00 1 Trunk (contains value\$20) 25.00 | 25 31 75 2 6 55 75 5 35 9 20 20 3 40 13 90 1 50 9 14 T T T T T M M T T 9 4 50.00 11 50 12 45 456.00 800.00 | (2 Homemade K.T.) (13 chairs) (Chairs incl. above) (4) | | |
| | Jishiro SATO | 1 trimming board 1 camera stand pipe wrench crescent wrench 1 bookstand 1 small table 1 desk & chair | International 1 1/4 ton truck | | 500 | |
| | Jishiro SATO 13 Apr 42: 1 desk & chair 1 small Table 1 Bookstand 1 portable Gramophone 1 box records pipe wrench Crescent wrench 1 Camera stand 1 Trimming board | | | | | |
| | | | | K 3 F 8 20 CL 5 55 M 11 15 T 4 55 | Kitchenware Furniture Clothing Misc. items Misc. Tools | |

EXHIBIT No. 922-5
DATE Sept. 21/48
FILLED BY Claimant

ANALYSIS
Chattels to claim value of
do
do
do

JG/..

| SALES | | SOLD WITH REAL PROP. | DECL. NOT FOUND | NO RECORD AT ANYTIME | ABANDONED | NO ACCOUNT, THEFT &c | UNSOLD | REMARKS |
|-------|----------------------|----------------------|-----------------|----------------------|-----------|----------------------|--------|---|
| CTION | TENDER &c | | | | | | | |
| 25 | | | | | | | | |
| 31 75 | | | | | | | | |
| 2 | | | | | | | | |
| 6 55 | | | | | | | | |
| 75 | (2 Homemade K.T.) | | | | | | | |
| 5 35 | (13 chairs) | | | | | | | |
| 9 20 | | | | | | | | |
| 20 | (Chairs incl. above) | | | | | | | |
| 3 40 | | | | | | | | |
| 13 90 | (4) | | | | 5 | (1) | | |
| 1 50 | | | | | | | | |
| 9 | | | | | | | | |
| 14 | | | | | | | | |
| 9 | | | | | | | | |
| 4 | | | | | | | | Claimant was at liberty to keep up payments on the piano and bench. |
| 11 50 | | | | | | | | |
| 12 45 | | | | | | | | |
| 3 | 500 | | | | | | | |
| 8 20 | Kitchenware | | | | | | | |
| 5 55 | Furniture | | | | | | | |
| 11 15 | Clothing | | | | | | | |
| 4 55 | Misc. items | | | | | | | |
| | Misc. Tools | | | | | | | |

ANALYSIS OF CLAIM

| | | | |
|----------------------------|---------------|----------------------------|---------------|
| Chattels to claim value of | \$ 379.00 | Sold at auction | 179.35 |
| do | 22.00 | Sold auction (misc) | 32.45 |
| | <u>401.00</u> | | <u>211.80</u> |
| do | 5.00 | Abandoned (1 bed) | |
| do | 50.00 | Outside Terms Ref? (Piano) | |
| | <u>456.00</u> | | |

Sturston
March 8.

| | |
|--------------------|------------|
| EVACUATION SECTION | |
| Rec'd | MAR 9 1944 |
| File No. | 399, 3913 |
| Ans. | |
| Referred | Peters |

Mr. Peters
Custodian of Enemy Property

3913 - Out to Gabe

Dear Sir,

Re our telephone conversation in regards to the property of Dr. S. Sato in Sturston. To have Mr. Sato's consent to purchase the property for \$3000 (three thousand) and I would like to make this the price not including the furniture. I will not make any claim to said furniture and will take that question up with Mr. Sato later.

Hoping that we may be able to get some action on this I am

Yours & sincerely
Mrs. G. H. Kelton

EXHIBIT No. 932-6
DATE Sep 8. 21/48
FILLED BY Claimant.

Replied

R.P.9

SATO, Shinji Stephen
SATO, Jishiro
Evac. File 3913
3435

92 Chatham



Picture Taken April 13, 1943

EXHIBIT NO. 932-7
DATE Sept 21/48
FILLED BY Crown

THIS INDENTURE

EXHIBIT No. Sept. 21/48

DATE FILED BY Crown

Made in duplicate the Twenty-fourth day of March in the Year of Our Lord one thousand nine hundred and forty-two.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between: STEPHEN SHINJI SATO, of Steveston, in the Province of British Columbia. Transferman.

Insert full Names, Addresses and Occupations of parties.

and JISHIRO SATO, of Steveston, in the Province of British Columbia, Fish Collector.

hereinafter called the "Lessor" of the First Part:

And JOHN KERCHER, of Steveston, in the Province of British Columbia, Canneryman.

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 Townsite of Steveston, Municipality of Richmond and more particularly known and described as:

Lots Five "A" (5A) Five "B" (5B) Six "A" (6A) Six "B" (6B) Seven (7) eight (8) and Nine (9) of BLOCK Four (4) of Section Ten (10) Block Three (3) North Range Seven (7) West Map Two Hundred and Forty-nine in the District of New Westminster.

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

From the Twenty-third day of one thousand nine hundred and forty two for the term of duration of war with Japan

YIELDING during the said term therefor the rent of Seventeen (\$17.00) - - - - - Dollars, per month - - - - - of lawful money of Canada, payable on the following days and times that is to say:

The sum of Seventeen Dollars (\$17.00) on the First day of each and every month said sum of Seventeen Dollars to be deposited in the Royal Bank of Canada, Steveston, to the credit of the Lessor.

The Lessee to have the benefit of all crops now sown without remuneration whatsoever, providing however that should it occur that the Lessor returns at any time before the Fruit crops are over, then the Lessor and Lessee shall divide the crop share and share alike.

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

THAT the said Lessee covenants with the said Lessor to pay rent; ~~and to pay taxes~~ and to pay rates for water, electric light, gas and telephone. AND to repair; and to keep up fences; and not to cut down timber; AND the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice. AND will not assign without leave; and will not sublet without leave. AND that he will leave premises in good repair; AND that he will not carry on any business that shall be deemed a nuisance on the premises. PROVISIO for re-entry by the said Lessor on non-payment of rent, or non performance of covenants. PROVISIO for re-entry on seizure or forfeiture of the said term. The said Lessor covenants with the said Lessee for quiet enjoyment. PROVISIO for re-entry by notice of callendar month being given to the Lessee by the Lessor in the event of his return to Steveston.

Goods left in charge of Mr. John Kercher, 92 Chatham Street,
Steveston, B.C., property of Stephen Shinge Sato and
Jishiro Sato.

S. S. Sato.

1 3 Pce. Chesterfield Suite
1 7 Pce. Dining Room Suite
1 Kitchen Range
1 Kitchen Table
10 Chairs
1 Office Desk
2 Chairs
3 Writnig Tables
2 Lamps
5 Beds Complete
1 Phonograph
1 Bureau
1 Piano "Taken away by Bower Music House"
1 Platform Scale
Sundry Garden Tools
1 Lawn Mower
1 Scythe
1 Water Hose
Sundry Carpenter Tools
2 Porcelain Jars

Jishiro Sato.

1 Trimming Board)
1 Camera Stand)
Pipe Wrench) "see file 3435
Crescent Wrench) for chattels list"
1 Book Stand)
1 Small Table)
1 Business Desk and Chair.)

"John Kercher"

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 |) | "S. S. Sato" | SEAL |
| Signature of Witness "Thomas C. King" |) | "J. Sato" | SEAL |
| Street Address 78 Georgia Street |) | "John Kercher" | SEAL |
| City or Town Steveston, B.C. |) | | |
| Occupation A Commissioner Etc. |) | | |

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

January 21, 1949.

[Handwritten Signature]
mal

GENOA BOND

Dated March 24th 1942

STEPHEN SHINJI SATO.
JISHIRO SATO.

--TO--

JOHN KERCHER.

STATUTORY LEASE
SHORT FORM

Thos. C. King
78 Georgia St. - Phone 138
Steveston, B. C.

REMOVED BOARD

REMOVED BOARD

(Stamp)
Office of the Custodian
Japanese Section
RECEIVED
JUL 27 1942

J. D. MATHER

315 Metropolitan Building

VANCOUVER, B. C.

July 24, 1942.

The Custodian of Enemy Property,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:-

Your File No. 3913
3435

Re - Shinji Stephen SATO - Reg. No. 04485
Jishiro SATO - " " 04486

I beg to enclose herewith copy of Lease between the above and John Kercher with inventory attached, signed by the said Kercher, which Lease is referred to in my report of April 28th. I would consider the rental of \$17 as stated in the Lease to be a fair rental of the premises.

The arrears of taxes for the year 1941 on the property amount now to \$93.20. The taxes for the year 1940 have been paid on March 26th of this year.

Sato took with him on evacuation, some of his personal effects, the balance as per inventory being left in care of Kercher the tenant. The Piano referred to in the inventory has been re-possessed for the debt to the Bowes Piano House and I would not consider there would be any equity to Sato in this instrument.] *Screen*

In the matter of insurance, there has recently been a Policy taken out, Number 3400795, London & Lancashire Insurance Company for \$2000 covering \$1500 on dwelling and \$500 on contents to expire July 14th, 1945. The premium on this Policy has been paid.)

I would consider that the tenant Kercher be notified that the rent be paid to Mr. T. C. King, Agent for the Custodian, so that the Custodian might see that the amount is applied properly on the taxes owing. I might add that up to the present time, Kercher has refused to recognize Mr. King in any way.

Yours truly,

"J. D. Mather"

JDM/ED

"See list attached
to list on R.P.
section of file."

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

January 21, 1949.

mw
E. Kyle

EXHIBIT No. Sept. 21/48DATE.....
FILED BY Crown

USED CAR APPRAISAL RECORD

NAME T 48

ADDRESS

| | | |
|------------------------|----------------|--------------|
| Paint | \$ 6.00 | Make |
| Tires "2 good 4 Smooth | \$ | Internat. |
| Body & Fenders | \$ 4.00 | <u>357"</u> |
| Glass | \$ ✓ | Body Style |
| Top | \$ ✓ | Platform |
| Nickelling | \$ ✓ | Stake |
| Radiator | \$ ✓ | Year |
| Running Boards | \$ ✓ | |
| Mats & Kick Pads | \$ ✓ | <u>36</u> |
| Upholstery | \$ 6.00 | License |
| Hardware | \$ ✓ | |
| Motor Expense | \$ 40.00 | C 4293 |
| Transmission | \$ ✓ | <u>41.</u> |
| Rear Axle | \$ ✓ | Serial |
| Universal Joints | \$ ✓ | <u>12561</u> |
| Clutch | \$ ✓ | |
| Steering | \$ ✓ | Milage |
| Brakes | \$ 20.00 | <u>73397</u> |
| Tighen Up | \$ 10.00 | |
| Muffler | \$ ✓ | Remarks |
| Sundries | \$ 15.00 | No Spare |
| Wash & Clean Motor | \$ <u>2.50</u> | 750 x 20 |
| Clean Interior | \$ <u>2.00</u> | |
| Oil & Grease, Change) | \$ <u>4.50</u> | |
| Oil & Check Over) | \$ <u>4.50</u> | |
| Total | \$101.00 | |

Mod. interest in

Selling price \$300.00

Salesman

✓ Less Repairs

\$

Date "H. Grone"

Appraised by Allowance

\$

For immediate acceptance only.

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

January 21, 1949.

mu E. Hyde

MEMORANDUM

To: File 3913

January 8, 1944.

From: Specified Articles Department

Re: SATO, Shinji Stephen - Reg. 04485

| <u>ARTICLE</u> | <u>DESCRIPTION</u> | <u>APPRAISED VALUE</u> |
|----------------|--|------------------------|
| TRUCK | 1936 Internation Truck No. T48 License No. (41) C 4293 | \$300.00 |

Sold to: Cartwright Lumber Co. Ltd.

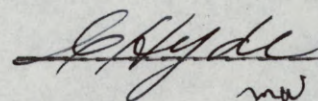
Date: August 22, 1942.

Selling Price: \$500.00

"H. Corker"

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

January 21, 1949.


mw

531 Sargent Ave. Winnipeg.
Dec. 26th, 1943.

Dear Mrs. G. H. Rolston,

I received your letter of Nov. 29th. accepting to buy my property at my price and also the second letter of Dec. 15th. I am very sorry that I was unable to answer you promptly because I was in bed suffering from flu when I received your first letter. However, I am glad that I am well now and able to write to you.

As you mentioned in your first letter, there is a lease given to Mr. Kercher. At the time we drew it, we did not think it's going be a long war at all. The rate of rent was fixed at \$17.00 per month which is rather ludicrous. But at that time you also may know, the most of the people rented their properties only for the taxes to be taken care of by the lessee.

I personally have no legal knowledge for what procedure must be taken for the cancellation of the present lease to complete the sale of the property to you. And I think it would be best to confer the matter with the Custodian at Vancouver. I will write to them in this effect as soon as possible and will also send you its copy. Mean-time I mail to you enclose herewith the copy of the lease together with the inventory of furniture and fixtures for your convenience. I also enclose herewith a letter for Mr. Kercher to let you admit to the premises for your inspection.

Among the articles mentioned in the inventory one sewing machine and one piano with bench were moved away with the consent of the Custodian. I would like to get \$3000.00 cash included those furniture and fixtures on the inventory except four piece bedroom suite with spring which belong to Mr. & Mrs. J. Sato, who will arrange with the Custodian to send them to their present address. This bedroom wuite was in the right hand side room in the upstairs when we left with the bureau with its contents with in such as one large silver plate, two electric toasters, one glass bowl with reflector, one glass baking dish and one china plate which they wish to be sent to them. I also want number of Japanese kimonos to be sent to me. If I remember right they are in a trunk in the basement. Besides the articles listed on the inventory there are number of things in the basement which do not belong to us. They are registered with the Custodian by the owners. These of course will ~~not~~ be taken out by them through the Custodian. As far as I can recollect now, they are about all to mention.

I trust you will keep the document and send them back to me whenever I need them. And also I wish you will produce them to the Custodian in case they want to see them as I will let them know where they are.

Wishing you a happy and prosperous New Year.

Yours sincerely,

"S. S. Sato"

I hereby agree with the contents of the foregoing letter.

"J. Sato"

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

January 21, 1949.

mut

B. Hyde

(Stamp)
Evacuation Section
Rec'd JAN 17 1944
File No. 3913 & 3435
Ans.
Referred Peters

932 - 11

EXHIBIT No. _____
DATE _____
FILED BY _____
Sept. 21/48
Crown.

531 Sargent Ave. Winnipeg.
Jan. 14th, 1944.

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

Dear Sirs:

Re: Property Sale

I wish to inform you that I decided to sell the property which is situated 92 Chatham St., Steveston, B. C. to Mrs. G. H. Rolston, Steveston, B.C. and hereby earnestly ask you to complete its transaction for me.

This property is owned by joint ownership of Jishiro Sato, my brother and myself of which J. Sato is also quite agreeable for the sale. And it is more particularly known and described as:

Lot Five "A" (5A) Five "B" (5B) Six "A" (6A) Six "B" (6B)
Seven (7) Eight (8) and Nine (9) Block Four (4) of Section
Ten (10) Block Three (3) North Range Seven (7) West Map
Two hundred and Forty-nine (249) in the District of
New Westminster.

Mrs. Rolston has been writing to me for sometime for the purchase of the above mentioned property and lately we have finally arrived at the satisfactory terms.

We had drawn a lease for the said property including the furniture and fixtures for the duration of the war to Mr. John Kercher when we evacuated there. I sent the lease paper to Mrs. Rolston together with the inventory of furniture and fixtures which is a part of the lease. She will produce them to you at your request whenever you need to see them.

The price for the said property shall be three thousand dollars (\$3000.00) in cash provided that the furniture and fixtures will be included in the sale except certain things among them. Among the articles described in the inventory attached to the lease paper a piano with bench and a sewing machine were already moved out as you know. The four pieces of bedroom suite shall be sent to J. Sato its owner by his request together with the contents of the bureau, namely one large silver plate, two electric toasters, one glass bowl with reflecting stand, one glass baking dish and one china plate. I also want to get Japanese kimonos which are either in the trunk in the basement or in some of the drawers. In the basement there are number of things which do not belong to us and which are also registered with the Custodian by the owners. These will be taken out by the owners too.

Yours truly,

"S. S. Sato"
Stephen Shinji Sato
Reg. No. 04485

I hereby agree with the contents of the foregoing letter.

"J. Sato"
Jishiro Sato
Reg. #04486

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

January 21, 1949.

[Signature]

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

T 48

Detachment File No.
 Sub-Division File No.
 Division File No.
 Headquarters File No.

Detachment
 Sub-Division
 Division
 Date

19

RE:- S S Sato Box 260 Steveston B.C.

On March 9 1942 , I Goodfellow K E

Came into possession of the following goods by:-

State Briefly Authority, etc., whether by search warrant, etc.

| No. of Pkgs. | Capacity or Size | Description of Contents Details to be given in full |
|---------------------|------------------|--|
| LICENSE NO. | (41) C4293 | TIRE NUMBERS 6 |
| MAKE & MODEL | Int. Truck (36) | |
| SERIAL NO. | 1256L | |
| ENGINE NO. | H D 326594 | |
| SPEEDOMETER READING | 73397 | |
| CONDITION | Fair | |

EXTRA EQUIPMENT Spot Light 2 Clearance Lamps

DESCRIPTION & CONDITION
 VERIFIED Fair

"S. S. Sato"
 Signature of Owner
 Japanese Registration No. 04485

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

"E. A. Cruise"

DATE: 9th Mch '42

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

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

January 21, 1949.

mw
