Name of Claimant OBATA, Mary Tami, (Mrs) Case 1071

Custodian File 1354

REAL PROPERTY											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% there-of	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:		
						% of Total	Amount		% of Total	Amount	
		5000.	500.00	250.00 12.50							762.50

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

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

MISCELLANEOUS CHATTELS								
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
197.00	80.90	24.27	41.06%	177.00	72.67	1500	180.00	276.94

TOTAL RECOMMENDATION	1039.44

1540

CASE NO: 1071.

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

May 21st, 1948.

IN THE MATTER OF THE CLAIM OF

(MRS.) MARY TAMI OBATA.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 1071.

IN THE MATTER OF THE "INQUIRIES ACT"

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

10 Toronto, Ontario,
May 21st, 1948.

IN THE MATTER OF THE CLAIM OF
(MRS.) MARY TAMI OBATA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
F.A. BREWIN, Esq.,	appearing for the claimant.

A. WATSON, Esq.,	Secretary.
MRS. F.L. HANDFORD,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

30

(MRS.) MARY TAMI OBATA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. BREWIN:

Q Mrs. Obata, are you willing to have the evidence for your claim presented and put forward by your son? A: Yes.

MR. BREWIN: I will call, if I may, my lord, Mr. Roger Obata.

(Witness aside)

10

ROGER OBATA, a witness called on behalf of the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BREWIN:

Q Mr. Obata, you are the son of the claimant?

A Yes, I am.

Q I am showing you a document which is headed "Real Estate other than Farm." Whose signature is that? A: That is my mother's signature.

20 Q And did you assist her in preparing the form?

A Yes, I did.

Q And is the material in the form correct according to the best of your knowledge?

A It is.

MR. BREWIN: That might be filed as Exhibit 1, my lord.

(STATEMENT MARKED EXHIBIT NO. 1).

Q Now, Mr. Obata, looking at this property it consisted of a barber shop, is that right?

A Yes.

30 Q A second-hand store? A: Yes.

Q A restaurant or lunch counter? Were they all downstairs? A: Yes, they were all on the ground floor.

Q And what was upstairs? A: The second floor of the barber shop was a rooming house.

Q I see. It was known, I think, as the Eagle Rooms, is that right? A: Yes.

Q And I see from the form there were nine rooms in the rooming house? A: Yes.

10 Q Now, this property was at what location? It was in Prince Rupert, of course, but whereabouts in Prince Rupert? A: It was on the main street of Prince Rupert which would be called Third Avenue. The number was 719. It is actually in the heart of the business section.

Q And I notice that according to this form you haven't a definite date when it was purchased, but it was bought for $5500.00, is that right?

A Yes. Originally the agreement to purchase was

20 made in 1929 for the sum of $9000.00., and during the depression we felt that the price was entirely out of line with the market value at the time and we persuaded the agents to reduce the price and it was purchased in 1938 for $5500.00, after a substantial number of payments had been made under the previous agreement.

Q You have set out here a number of items spent on improvements completing the second floor of the building and converting it into a rooming house?

30 A Yes.

Q That cost apparently a thousand dollars, is that right? A: Yes.

Q= If I might go back to the other matter, was the $5500.00 in addition to what had already been paid under the first agreement?

A No, that was the total price.

Q Then before you left Prince Rupert, I want to inquire, you have something set out about the rentals here and I would like to inquire into it. The lunch counter or restaurant was rented, was it?

10

A Yes.

Q At $45.00? A: Yes.

THE COMMISSIONER: Is this anything new? This is all covered in the statement.

MR. BREWIN: I just want to bring out when it was rented because there is some suggestion in one of the appraisals they were specially boom times and I want to bring out it was rented before that.

THE COMMISSIONER: Q: When were the premises rented?

20

A Just before evacuation.

Q 1941? A: In the early part of 1942. I would say around March, 1942.

Q The United States Army was in Rupert at that time?

A No, it was not.

Q It had not come at that time?

A No.

MR. BREWIN: Q: Then the rental of $85.00 for the rooms and the barber shop, was that all of the premises that had been occupied by your mother?

30

A Yes. That was rented as a going concern, con-

sisting of the rooms and barber shop and the living quarters.

Q And the equipment in the barber shop?

A Yes, the contents were all included.

Q When was that rental first made?

A About the same time, March of 1942, when the evacuation took place.

Q Now you set out here the details on insurance? Have you the policies available?

10 A Yes, I have them here with me. The policies are made out to cover the contents of the building and the building. The one for the contents is covered to the extent of $2000.00 and the one for the building to the extent of $6000.00, making a total of $8000.00 that is covered by insurance.

Q Here on this form you have an additional $2000.00, is that correct? A: Yes, that is the $2000.00 for the pictures and contents.

Q Was there $8000.00 altogether?

20 A $8000.00 altogether.

Q Then the form isn't quite correct. The form implies there was $10,000.00 altogether. That isn't correct then, is it? A: No.

Q The $2000.00 should come out, leaving $8000.00 on insurance. Now, you refer here to a letter received from a Mrs. Arnold. Have you that letter with you?

A Yes, I have.

Q This is a letter written on the stationery of H.G. Helgerson, Limited, real estate brokers, dated

30 May 23rd, 1944, and signed by N.E. Arnold.

A Mrs. Arnold is the proprietor or the owner of that business, and her business consists chiefly of handling real estate and insurance.

MR. BREWIN: My lord, the second paragraph of this letter reads as follows:

"The real estate is all advertised for sale and bids have to be in by June 15th. All properties not sold for cash must be paid for within two years. We got a bid from Mrs. H arris today, for the First Avenue house for $1550.00, accompanied by 40% of the price and are submitting it to the Custodian. The Third Avenue building should bring around $9000.00."

Q The Third Avenue building is the building you are making the claim for here? A: Yes.

Q You are not making a claim for the First Avenue house. So apparently at this date, May, 1944, it was Mrs. Arnold's opinion that the Third Avenue building should bring $9000.00, is that right?

A Yes.

THE COMMISSIONER: When was the property sold, Mr. Hunter?

MR. HUNTER: As of February 5th, 1945, my lord.

MR. BREWIN: Q: I believe, to make this complete, you did get a later letter from Mrs. Arnold and she expressed a somewhat different opinion, didn't she?

A Yes.

Q Have you that letter? A: Yes.

MR. BREWIN: This is a letter dated April 6th, 1945, my lord.

Q By the way, at the time that this letter was written, was Mrs. Arnold acting for you?

A Yes, she was acting as our personal agent, and I would like to bring out the fact that that letter was in reply to my letter asking her how much she thought the property was worth if the Government should sell it, and that is the reply I received. So the other amount would be $9000.00, that was May, 1944, and the bids were to be in by June of the same year which was three weeks hence. At that time, according to the evidence presented, the bids were at the highest $6000.00, yet she as a real estate person felt the building was worth $9000.00. There seems to be some considerable discrepancy and I am basing my claim on that.

MR. BREWIN: Perhaps, my lord, I had better file this letter. I don't want to read it all. It is from Mrs. Arnold and expresses the view that under the circumstances the price obtained is a fair value, that is the price obtained by the Custodian of $6500.00.

THE COMMISSIONER: Then if you would file them both together.

(LETTERS MARKED EXHIBIT NO. 2).

MR. BREWIN: Q: Mr. Obata, that second letter from Mrs. Arnold, was that in reply to a telegram sent by you? A: I believe so. I found out that the building had been sold while I was in the army and upon returning I immediately wired asking her if she thought that was a favourable price and

she wrote the letter back which was absolutely contradictory to the opinion which she gave me in May, 1944.

Q Do you understand she was in some way representing the Custodian? A: I found out later she had been appointed the Custodian's agent, but at the time she gave me the first price she was acting as our agent.

Q Now in respect to that property is there anything
10 else -- oh, perhaps my friend intends to file the appraisals of Mr. Shortridge? ,Perhaps I might examine the witness on them. Do you propose to do that?

MR. HUNTER: Yes, the first is an extract of W.H. Shortridge's appraisal, dated June and July, 1944, and then a subsequent change in his appraisal, dated October 25th, 1944. The main tenor of the latter one , my lord, is since the highest bid received was $6000.00, if they could get it up
20 to $6500.00, they would consider it a fair price. I will file those two together.

(APPRAISALS MARKED EXHIBIT NO. 3).

THE COMMISSIONER: What was his first valuation?

MR. HUNTER: $8450.00, my lord.

MR. BREWIN: Q: I suppose the Custodian will tell us this more easily, Mr.Obata, but the sale was actually made to Mr. Shriberger. Do you know who he was? A: Yes, he was one of our tenants. He had occupied the premises of the
30 B.C. Clothiers which was a used furniture shop.

Q All the fixtures and everything else were included in the sale, I take it? A: Yes.

Q And it was still at that time a going concern? The barber shop was operating, so far as you know?

A Yes, it was leased as a going concern, andthe sale price was $6500.00 which I understand included the contents.

Q I don't know whether you know about this, Mr. Obata, but there is a suggestion in Mr. Shortridge's
10 letter of October 25th, 1944, that conditions had slumped in Prince Rupert and a further falling off was expected and he suggests that might affect the value of your mother's property. Have you any comment to make on that?

A Yes, I would like to point out that I happened to be in Vancouver at the time that we were taking the language course in the army, and even at that time, which was in the summer of 1945, there was ample evidence that the American forces were
20 still actively stationed in Prince Rupert, and friends from Prince Rupert told me the population had jumped from 5,000 to 35,000. Now, that figure is something that was just given to me, but under those conditions it would be reasonable to assume that business conditions hadn't dropped off in February of 1945 when the property was sold, and being a rooming house I would say the income was still at its peak.

Q Now, in view of the situation, had you had any
30 difficulty getting the income shown on the form

before the boom came in 1942?

A That is in the way of rental?

Q Yes. A: I think it was controlled by the Wartime Prices & Trade Board.

Q Yes, as to amount, but as to getting the revenue of $165.00 a month, were there any difficulties about it, or vacancies in the years before the war? A: No.

THE COMMISSIONER: Q: Your experience must have been unique, Mr. Obata, because nearly everyone else suffered in Prince Rupert to my knowledge.

A How do you mean suffered?

Q During the period prior to the war Prince Rupert's population had shrunk to well below 6,000.

A It was 5000, yes, sir, but there was no vacancy in our building; but naturally during depression times the conditions weren't anywhere near what they were when the Americans came in.

MR. BREWIN: Q: Is there anything further, Mr. Obata, on the property that you want to bring out that affects the value of the real estate?

A There is just one other thing regarding the disbursements that were made at the time the rental was being collected. Just in rough figures I have here the amount of $3,940.00 that has been spent on disbursements over the period from March, 1942, to February, 1945, and I think that should be taken into consideration, in the income that my mother received.

Q Yes. Well, we can't make claim here for income,

but you are pointing it out perhaps in regard to figures that might be put in on the revenues of the property? A: Yes.

Q In your opinion the disbursements are high and should be examined, is that right?

A Yes.

Q Then in respect to the claim for chattel properties, or personal chattels, is this the form that was filled in by your mother? A: Yes.

10 Q And that is her signature? A: Yes.

Q And you went over it with her? A: Yes.

Q And the facts set out there are correct, are they?

A Yes, to the best of my knowledge.

(STATEMENT MARKED EXHIBIT NO. 4).

Q Now in regard to these chattels, do you know where they were left, Mr. Obata, at the time of evacuation?

A They were left right on the premises.

Q Right on the premises, I see.

A Stored in cupboards.

20 Q Was there a tenant there?

A Yes.

Q Were they left in the charge of the tenant?

A No, they were not.

Q They weren't left in charge of the tenant, they were just stored in cupboards, is that right?

A Yes.

Q Were the cupboards locked? A: Yes.

MR. BREWIN: Perhaps my friend will file the analysis of personal property claim.

30 MR. HUNTER: I tender the analysis of personal property

claim as Exhibit 5.

(ANALYSIS MARKED EXHIBIT NO. 5).

MR. BREWIN: If I may refer to that, my lord, the first item is shown there as a Singer sewing machine. This, according to the analysis, was shipped.

Q I presume that means shipped to your mother. Do you know if that sewing machine was ever received by your mother? A: No, it wasn't.

Q You have asked her about it?

10 A Yes. There was no request made to have it shipped.

Q The next item is described as a kitchen sink. Was that attached in any way, or what sort of a sink was it? A: No, it was a spare one, bought to replace an old one.

Q But it hadn't been actually affixed at the time?

A No.

Q I think that is all. You have gone over the valuations with your mother, have you?

A Yes.

20 Q Are they reasonable in your opinion?

A Yes, I feel they are reasonable.

Q I think that is all, thank you. Perhaps I should ask this: Were they, to your knowledge, in the house at the time of the evacuation?

A Yes, definitely.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted that the personal property sold was sold for its fair market value. It is submitted

30 that claims made for personal property not sold by

the Custodian are exorbitant. It is submitted that a number of the items were left under the custody, control or management of some person other than the Custodian, appointed by the owner, and accordingly only those chattels which came under the custody, control or management of the Custodian are within the terms of reference.

THE COMMISSIONER: You have some evidence to support your latter submission, have you?

10 MR. HUNTER: I am hoping to adduce evidence, my lord.

I tender for filing three letters from H.G. Helgerson, Limited, for information, to be proven later. The first is dated June 21st, 1943, addressed to the Custodian:

"We have had to spend considerable money on the above building to conform with the Health Board regulations in relation to the Royal Lunch, and also have an order with an electrical company to re-wire, to conform with the Fire Marshal's

20 regulations. In connection with these two items, we may state that we had written notices from both these departments that the building would be closed within a certain date if the work was not done. We were able to get an extension from the Fire Marshal owing to the difficulty in obtaining material.

"Our purpose in writing today is to inform you of the condition of the roof. There are many leaks and water is ruining goods in the B.C. Furniture

30 store and also the decoration in the Eagle Rooms

"and the Royal Lunch. It is probably a major job, and no roofing man is available until August. We note your advertisement in the Prince Rupert Daily News, of the calling for tenders on the sale of the Vancouver Japanese property. If there is a likelihood of a sale of the Prince Rupert property in the near future, we can stall the roofing job and let the purchaser worry. If, however, you think no sale will take place before winter, this work will have to be done.

"Please advise us."

The second letter is dated April 7th, 1944, to the Custodian.

"The wiring in the above building has always been in a perilous state, as we have written or spoken to your office on several occasions. Over a year ago the order for re-wiring was placed with a local firm, but it was impossible to get the necessary materials or even the labor to do the job.

"From time to time we have done small repairs to relieve conditions when fuses were continually blowing out, but they were all more or less useless, as the whole system was old and much of it put in by amateurs, without insulation.

"Last Sunday some of the wires started a fire in the Royal Lunch kitchen, and on Monday the local Fire Chief sent an order to the Northern British Columbia Power Company ordering them to cut off the lights and power in the whole building

"as it was most dangerous. The power company sent a man about midday and, of course, the Royal Lunch was carrying on as usual and cooking was in progress, including scores of pies, and the cooking stopped right then and the food had to be destroyed.

"We gave your order to the power company and they started work the next day, but in the meantime the Royal Lunch is out of business, also the barbershop which is part of the tenancy of Mrs. Peterson. Both these tenants are very annoyed naturally and may be of a mind to make a claim. However, I hope we can forestall that by offering a rebate on the rent."

Another letter dated October 20th, 1944:

"The above property was listed in your catalogue for sale and several offers were made. Since none of these were accepted, it seems evident that the appraisers value was too high.

"For your information this property was sold in 1928, by the J.G. Chadwick Estate, Leeds, England, to C. Sataro Obata and Denkichi Yasumoto for $9,000.00 on an Agreement for Sale. During the years of the depression Obata was unable to make payments andonly with difficulty was able to pay taxes, in fact, the property would have reverted to the City except for the fact that no tax sales were held for severalyears. Obata died, I believe, in 1937, and in the following year we succeeded in getting the vendors to reduce the price to $5,500.00. This was paid up in full in 1939.

"Nothing has been done by way of repair to the fabric of the building for at least ten years, and undoubtedly the foundation is poor. One store, the B.C. Furniture, is in a dreadful condition, owing to continuous leaks from the roof and the east wall. I understand that an order has been placed to amend this condition. Also, the whole building has been rewired after the electric power was cut off by order of the fire chief last spring. These two items, while entailing a considerable expense over a short period, should be written off to general upkeep, and should have been spread over a period of at least ten years. Therefore, they should not be added to the purchase price.

"I feel that this is a propitious time to sell, and also that this favourable condition may not last much longer. A few days ago the Government Agent here, Mr. Norman Watt, expressed the opinion that as soon as peace is declared, property values here in Prince Rupert will be cut in half. This conversation did not concern any Japanese property, but was in connection with property belonging to an estate of which he is administrator, and he urged me to find a buyer as soon as possible.

"With these facts in mind, I would urge that you give the enclosed offers consideration. I had hoped to secure another bid from Mrs. Peterson, a tenant, but to date, it has not been received though it may come in later."

As a result of this property being advertised

for sale, my lord, under catalogue 723, three offers were received, one for $4,000.00 on behalf of James H. Shriberger, dated June 9th, 1944; one for $5000.00 dated June 12th, 1944; from Mrs. Ben Peterson; and actually the third one is just an increase of the first one for $4,000.00 by Shriberger raising it to $5500.00, on October 20th, 194, and this was eventually jacked up to $6500.00 on November 16th, 1944, which was approved and it
10 was sold to him as of February 5th, 1945, as mentioned earlier.

(LETTERS MARKED EXHIBIT NO. 6).

MR. HUNTER: I don't seem to have the assessed value here, my lord. I don't know whether it is in the extract of Shortridge's appraisal, my lord, the first one.

THE COMMISSIONER: Yes.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Obata, this furniture upon which you are claiming, wasthat in another building?

20 A No, it was in the same building.

Q You had some kind of an agreement, didn't you, with this Peterson person for the use of certain furniture? A: Well, the claim isn't for furniture, it is for the personal chattels. The furniture all went with the building as equipment.

Q Yes. Well now, you say these were locked up in cupboards. I presume you are referring to the five doors and nine windows?

30 A Yes.

Q What were they? A: They were new doors that were bought but hadn't been attached to the house. They were stored up in the attic of the B.C. Clothiers.

Q Were the windows glazed or framed?

A They were framed.

Q Now there is a letter from Helgerson's here which says, "The furniture of the Eagle Rooms and other rooms in 719 Third Avenue West were sold with the
10 property. Some chattels, which could only be classed as junk, were stored in an outhouse behind this property, and we removed them and sold them at auction. Some articles such as washing-machine, sewing-machine, etc., were sent direct to Mrs. Obata at Toronto some two years ago."

You say that wasn't sent?

A We have the washing machine because we requested it, but the sewing machine wasn't sent or requested.

Q So none of the items shown here were requested by
20 you or received? A: No.

MR. HUNTER: Your Lordship will see that there are a certain number of items for which no account, theft is shown. If the sewing machine wasn't received, I presume that should be shown under the same column rather than under shipped.

THE COMMISSIONER: Have you any record in regard to the shipment?

MR. HUNTER: The only record that is on the file is this letter from Mrs. Arnold stating they were
30 shipped direct to Mrs. Obata at Toronto.

THE COMMISSIONER: I think you better file that because that apparently will be the only evidence you presently are aware of on which the Government will rely to establish the fact of shipment. Am I right in that?

MR. HUNTER: Yes, my lord, because obviously it wasn't shipped by the Custodian.

THE COMMISSIONER: It is as well that claimant's counsel should know what evidence is likely to be adduced in support of that contention. You appreciate, Mr. Brewin, it is filed solely for information.

10

MR. BREWIN: Yes, my lord. Thank you, my lord.

(LETTER MARKED EXHIBIT NO. 7).

MR. HUNTER: I don't think there is much further information I can give you.. The analysis, aside from that and aside from the fact that this kitchen sink which obviously has been taken as a fixture, if it were lost then it should be placed in some other column.

20

THE COMMISSIONER: Well the same applies, or would appear to apply to the doors and windows which I gather from the witness were spares.

MR. HUNTER: Exactly.

THE COMMISSIONER: And there is another item that fell in the same category.

MR. HUNTER: I don't know of any other, my lord.

THE COMMISSIONER: No, I guess not.

MR. HUNTER: It is apparently a question of value, my lord. No questions.

30

MR. BREWIN: My lord, I was just wondering whether perhaps

I had better recall Mrs. Obata to confirm that she did not receive the sewing machine.

THE COMMISSIONER: I think it would be desirable. I have no doubt Mr. Obata has told us what has been told him, but he is not speaking for her.

MR. BREWIN: Might I ask did Helgerson say what date they shipped those things?

THE COMMISSIONER: The letter is March 13th, 1946.

MR. HUNTER: It says two years ago.

10 MR. BREWIN: Q: Mr. Obata, you are producing from your files a bill of lading of the Canadian National Railways to Mrs. Obata in Toronto saying that H.G. Helgerson Limited shipped certaingoods, is that right? A: Yes.

Q And that included one "crt". What doesthat mean?

A Crate.

Q One crate ironing machine; 1 crate washing machine; 9 box effects; and they have other things you are not concerned with. Now, I presume that the ironing

20 machine had nothing to do with a sewing machine, had it? A: No.

Q Do you know of any other bill of lading of goods shippedto you that came to your mother?

A No, I believe that is all that we shipped at the time the letter mentions the shipping of the sewing machine.

Q By Helgerson. I think we better file that.

THE COMMISSIONER: Q: Were you at home when this shipment arrived? A: I was here when it

30 arrived.

Q You were in Toronto when it arrived?

A Yes.

THE COMMISSIONER: Will you file that, Mr. Brewin?

(BILL OF LADING MARKED EXHIBIT NO. 8).

MR. BREWIN: My lord, in view of that I don't think I need call Mrs. Obata probably.

THE COMMISSIONER: No, if Mr. Obata was here when the goods arrived and you have the bill of lading.

MR. BREWIN: That is all, thank you.

10 THE COMMISSIONER: Thank you, Mr. Obata.

(Witness aside)

THE COMMISSIONER: Perhaps it might be as well to call Mrs. Obata just to show that the sewing machine was not shipped at any other time.

MR. BREWIN: Yes, my lord.

(MRS.) MARY TAMI OBATA, recalled, testified further as follows:

RE-DIRECT EXAMINATION BY MR. BREWIN:

20 Q Mrs. Obata, I just want to ask you about a Singer sewing machine for which you are making a claim.

A It wasn't shipped.

Q It wasn't shipped at any time?

A No.

MR. BREWIN: Thank you.

THE COMMISSIONER: Any cross-examination, Mr. Hunter?

CROSS-EXAMINATION BY MR. HUNTER:

Q What is the type of that machine? Was it a pedal

30 machine or an electric machine?

A It is a big machine. I paid $175.00 for it before. It was treadle.

Q It was treadle? A: Yes.

Q It didn't have an electric attachment?

A No.

Q I see. And you had been using it since 1930?

A Yes.

Q Just for your own family use, or were you in the dressmaking business?

10 A No, just for me. Not for use outside.

THE COMMISSIONER: That is all, thank you, Mrs. Obata.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

T. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

20

30

Case 1071

DEC 15 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

1354

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Toronto

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

(1) NAME OBATA (Print) Surname Mary Tami (Mrs.) Given Name (RCMP) Reg. No. 10487

(2) Pre-Evacuation Address 719 3rd. Ave. Prince Rupert, B. C.

(3) Present Address 346 Merton Street, Toronto 12, Ont.

(4) REAL ESTATE

(a) Street Address (if any) 719 3rd Ave., Prince Rupert, B. C.
City or Municipality, Province

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

Block 32, Section 1, Lots 7 and 8

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

(i) ~~Farm~~
(ii) Residence Type of business Barber Shop and Rooms
(iii) Business
(iv) Any other type of property (describe) Business and living quarters.

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.)

Sole owner

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - and Buildings - - - - - - - - - $ 8500.00 Custodian's agent appraised value at $9000.00

(ii) ~~Buildings~~ Fixtures, Equipment, Furniture, etc. $ 2500.00 (insured for $2000)

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - Goodwill - - - - - - - - - $ 1500.00 (Tenancies alone amount to $165 per month)

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 12500.00

(v) Amount at which Custodian sold property and credited your account - - $ 6500.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 6000.00

(5) PERSONAL PROPERTY

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

719 3rd Ave. Prince Rupert, B. C.

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

House and Garage

(c) How stored or packed at time of evacuation left everything as it was, since the tenants took over everything in my place. The entire building was leased as a fully furnished, fully equipped business with living quarters.

(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") CUSTODIAN'S CARE.

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

1.	Singer Sewing Machine	Estimated Value $ 50.00	
2.	Kitchen sink (one)	Estimated Value $ 20.00	
3.	House Jacks (two)	Estimated Value $ 15.00	
4.	Plumbing tools (set)	Estimated Value $ 20.00	
5.	Kitchen utensils (11 pots and pans)	Estimated Value $ 25.00	
6.	Lumber	Estimated Value $ 20.00	
7.	5 Doors, 9 Windows	Estimated Value $ 35.00	
8.	3 Handsaws, 2 axes, 2 hammers	Estimated Value $ 10.00	
9.	Net twine 1 box, 1 electric plate	Estimated Value $ 14.00	
10.	70 Miscellaneous items (auctioned)	Estimated Value $ 90.00	$ 379
11.	Victor comination radio-phonogr	75.00	80
	TOTAL CLAIM FOR PROPERTY LOSS	$ 299.00	299

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) - $ 6299.00

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

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

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

DOMINION OF CANADA)
County of York)
TO WIT:)

I, Mary Fami Obata of the City of Toronto in the County of York, widow

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 Toronto in the County of York this 27th day of November A.D. 1947.

Mary Fami Obata

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.

OBATA, Mary
(Claimant's Name)

REAL ESTATE
(Other than farm)

10487
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
Barber Shop. Rooms and Residence of claimant Lunch Counter & Restaurant Second Hand Store	9 rooms in rooming house 4 rooms in residence 1 large barber shop 1 restaurant and lunch counter	Frame	Barber shop, rooming and residence, restaurant and lunch counter Second Hand Store	50' x 100'		

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Downtown - Main Street	$5500 (building alone)	1935- $350 replacing siding on building front 1939- $125 spent on roof $350 " on foundation $115 " on chimney 2nd floor of building converted into rooming-house of 9 rooms costing $1000.	$12, 500.

Comments re upkeep of premises:

EXHIBIT No. 1071-1
DATE 21 may 1948
FILED BY R. a. Brown

Comments re Appraiser's report not covered above:

Rented Lunch counter	$45.00
B.C. Clothiers Junk Shop	35.00
Eagle Rooms & Barber Shop	85.00
	$165.00 a month.

These rentals were arrived at before influx and represented a steady revenue producing asset.

Insurance -	Buildings	$8000.00
	Contents fixtures etc.	~~$2000.00~~ (Policies available)

Letter May 23, 1944 Mrs. Arnold later appointed Custodian's agent, now mayor wrote to claimant evaluating building at $9000.00. Later letter.
Refer also to two appraisals of W. H. Shortridge. Note comments in 2nd appraisal
Sale was to tenant Shriaberg and was of the whole store etc. as a going concern with contents and fixtures.

T Obata
Signature

N. E. ARNOLD, MGR.
NOTARY PUBLIC

"A GUARANTEE OF VALUE RECEIVED"

REGISTERED OFFICE: HELGERSON BLOCK,
216 SIXTH STREET

H. G. Helgerson, Limited

Real Estate Brokers

SPECIALISTS IN CENTRAL AND SEMI-BUSINESS PROPERTY

We Sell Real Estate.
We Write Fire and Marine Insurance.
We have Apartments, Houses, Stores, and Offices for Rent and Want More.
We Deal in Mortgage Loans.
We Sell Timber Limits.
We do Conveyancing.

P.O. BOX 593
PRINCE RUPERT, B. C.

May 23rd, 1944.

EXHIBIT No. 1071-2
DATE 21 May 1948
FILED BY L. a. Brewin

Mr. Roger Obata,
89 Prince Arthur Ave.,
Toronto, Ont.

Dear Roger:-

We have obtained the release and will ship the goods as soon as we can get them crated. Today I went over to the 3rd Avenue building and took out the lacquer trays etc., the mah jong set, some china, a silver dish etc. and packed them in a carton ready for shipping. They are in our office in the meantime and will send them along with the rest of the goods. No doubt they will go by freight so will do my best to see that they are packed securely. Will pay for them this end and deduct from rental account.

The real estate is all advertised for sale and bids have to be in by June 15th. All properties not sold for cash must be paid for within two years. We got a bid from Mrs. Harris today, for the First Avenue house for $1550.00, accompanied by 40% of the price and are submitting it to the Custodian. The Third Avenue building should bring around $9,000.00.

We will sell the linoleum and probably deduct the freight costs from the proceeds.

The wiring is all completed, but we have not yet received the bill. It was an extensive job as the whole building had to be done with conduit, new meters installed and each occupancy on a separate system . Insurance Co. paid the expense?

We will notify you when the goods are shipped.

Yours very truly,

H.G. HELGERSON LTD.

N. E. Arnold.

NEA:JR

Manager.

N. E. ARNOLD, MGR.
NOTARY PUBLIC

"A GUARANTEE OF VALUE RECEIVED"

REGISTERED OFFICE: HELGERSON BLOCK,
216 SIXTH STREET

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P.O. BOX 593
PRINCE RUPERT, B. C.

April 6th, 1945.

Mr. Roger Obata,
89 Prince Arthur Ave.,
Toronto, Ont.

Dear Roger:-

We delayed answering your wire until we had obtained some additional information from the Custodian.

About a year ago when it was decided by the Secretary of State to sell all property owned by Japanese persons, the Custodian employed the services of a qualified appraiser to value all properties. This appraiser submitted confidential reports to the Custodian, who then issued a catalogue for sale by tender. No prices, of course, were shown in the catalogue, but we were listed as agents and asked to show the property to prospective buyers. A number of persons interviewed us and we showed the building to them. As a result several bids were placed with us and we submitted them all to the Custodian. These were in sealed envelopes and were all opened on a certain date, June 15th, 1944. These bids all ranged from $4,000.00 to $6,000.00. At that time no bids were accepted. The property was in very poor shape, the store used by the B.C. Furniture was almost unusable, water pouring down the west wall every time it rained and the back part all rotten and leaky. Also the summer of 1944 saw the end of all wartime construction in and around the city, the population dropped sharply and a slump in real estate showed up at once.

In October 1944 the Custodian wrote to us again of the prospects of an immediate sale. We got various opinions on the real estate situation, one of them from the Government Agent who is also Official Administrator of estates. He expressed the opinion that any property owners wishing to sell, should sell at once as he firmly believed that as soon as wartime activity ceased, property values would be cut in half. We submitted this opinion to the Custodian. He, therefore, on October 20th, 1944 wrote to the Appraiser, as follows:-

"We have had various offers for the property known as 719 Third Avenue (Lots 7 and 8, Block 32, Section 1, City of Prince Rupert, Map 923), the lowest being $4,000.00 and the highest $6,000.00.

We have reason to believe that the highest bid, just received, is the limit we can expect from this quarter--one of the tenants--and we are wondering whether there is anything in the changing situation at

Prince Rupert that might justify any revision of your appraisal of $8,450.00 ($4,250.00 for Land; $2,700.00 for Improvements; $1500.00 for Equipment). The Government's policy being one of orderly liquidation, we do not want to miss an opportunity of effecting a sale but we would at the same time emphasize the fact that we are more concerned with equities than with prices and are not prepared to accept a price that does not represent the full current value.

We will hold up our acknowledgment of the above offer until we hear from you regarding this property."

The Appraiser's reply indicated that in view of the present condition of real estate values, if Mr. Shriaberg's offer was increased to $6500.00 the Custodian would be justified in accepting same. This price also included contents.

We are of the opinion that the price obtained is a fair value. If you will remember, your father bought the property on an Agreement for Sale sometime around 1929 for $9,000.00. Payments on this Agreement lapsed for several years and in 1938, we persuaded the Vendors (after many interviews with you personally) to reduce the purchase price to $5500.00. From that date until March 1942, nothing whatever was done by way of improvements and any subsequent expenditures by us were imperative to bring the accommodation up to the barest minimum of habitability. The wiring was in such a condition as to cause a fire and all power was cut off by the Fire Marshal as a result. Some repairs were done to the roof, to stop water pouring into one store. These things could hardly be classed as improvements, as they were actually less than normal upkeep. We are afraid that you could not bring any action for an unjust sale, since you yourself valued the building in 1938 at $5500.00, and with seven years depreciation added to that and less than normal upkeep expenditures during that time, the value obtained would appear to an impartial judge to be just.

I might add that in the majority of cases the Appraiser was far too optimistic. His appraisals were made at the time when the war boom was at its height and subsequent events proved that his values were in excess of the actual value and the properties had to be re-~~assessed~~. appraised.

Yours very truly,

H. G. HELGERSON LTD.

N E Arnold.

Manager.

C.C. TO
F.G. Shears.
NEA:JR

The price finally accepted was $6500.00 inc. contents.

EXTRACT OF W. H. SHORTRIDGE APPRAISALS
(JUNE/JULY, 1944)

723. 7-8; 32; 1. Location 719 - 3rd Ave. W., Prince Rupert, B. C.

Well located in Hotel section. 50'0" x 100'0".
Main Building 50' x 60' app., 1½ story, with sheds at rear.
Quite an old building, foundation been renewed and very fair.
Roof Sheet Iron, needs repairs badly. Layout suitable as is.
Condition somewhat rundown but some repairs now in progress.

Tenants:	Lunch Counter	Rents	45.00	
	B. C. Clothiers Junk Shop		40.00	
	Eagle Baths & Rooms) with equipment)		85.00	165.00

Some subrenting of Barber Shop. Should allow more than the rental above, to be produced.

Lunch Counter Tenant owns Fixtures.
B. C. Clothiers no fixtures mentioned.
Eagle Rooms equipment & Barber shop Equipment as your list and accepted as O.K. by Mr. Anderson for the Tenant, Mrs. Peterson.

City Ass Lots	4250.00	Value:	4250.00	
Imps	1945.00		2700.00	
		Equip.	1500.00	$8450.00

Value Eighty four hundred fifty dollars.

Note:

Equipment not closely valued but approx., this may be low.

EXHIBIT No. 1071-3
DATE 21 May 1948
FILED BY
J. W. G. Hunter

Oct. 25th, 1944.
Box 513,
Prince Rupert, B. C.

C
O
P
Y

Mr. R. G. Bell,
Administration Dept.,
Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B. C.

Dear Sir:

Re: Obata Block, Reg. No. 10487.

I received your letter of 20th inst., and note that the best offer you have had for this property is $6000.00.

As I mentioned before this property is affected by the fact of previous reversions to the City of nearby Blocks, in fact the Block next door, on Lots 5, 6; 32; 1; sold by the City for practically Lot Assessment less than a year ago, and it of course sets a value for property adjoining. My basis of valuation was Lots as assessment, 50% value of improvements at prewar costs, and in view of the fact that the four business's renting are established and operating, and the equipment forms an income producer; it should nett 12% or so, and a particularly good lock up for future. Uptown property here is always a question mark, unless for a definite and specific reason, and then twice assessment values may be reached, or more. Conditions here now have slumped to some small extent, as the Dry Dock and military situation show reduction of personnel, with still further falling off anticipated.

In the recent ration book distribution a 2000 reduction was evidenced, it is said. This does affect uptown stuff. The Japanese question too, enters the picture, as prospective buyers know the Jap has to sell, and they will buy only if buying is favourable.

I know Mr. Anderson, who seems to be acting for the Peterson's, and he's a wise and shrewd head, and a hard and capable bargainer, and I, too, am of the opinion that he may stand pat. He mentioned the adjoining McIntyre Block as a comparison of values, and in view of that, argument seems futile, it has set a price that is really too low.

As a suggestion, if he would raise his bid to $6500.00, Sixty-five hundred dollars, I would say you will be justified in accepting his bid for that amount, all circumstances considered.

Yours very truly,

"Wm. H. Shortridge"

OBATA, Mary
(Claimant's Name)

PERSONAL CHATTELS

10487
Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
1. Singer Sewing Machine	1930	New	$175.00	Good	$50.00
2. Kitchen Sink	1941	New	25.00	New	20.00
3. House Jacks two	1936	New	25.00	Good	15.00
4. Plumbing Tools set	1935	New	50.00	Good	20.00
5. Kitchen utensils 11 pots & pans	1937-41	New	40.00	Good	25.00
6. Lumber	1941	New	35.00	New	20.00
7. 5 doors 9 windows	1941	Used	55.00	Good	35.00
8. 3 Handsaws 2 axes 2 hammers	1938	New	25.00	Good	10.00
9. Net twine 1 box 1 electric plate	1937	New	25.00	Good	14.00
10. 70 Miscellaneous items sold at auction for $44.90 valued by claimant at $90.00 balance claimed					45.10
11. Victor Combination radio and phonograph - Claimant's value $75.00 Sold at auction for $35.00					40.00
					$294.10

Description of Storage of Goods:

In house locked in cupboards.

General Statement as to Chattels not Described above:

EXHIBIT No. 1071-4
DATE 21 may 1948
FILED BY Z.a. Brewm

Additional Comments, if any:

T Obata
Signature

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 1354 EXHIBIT No.

NAME (Mrs.) Tami OBATA.

REG. No. 10487

DATE	INVENTORY	DETAILS OF CLAIM		SALES: AUCTION	SALES: TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION 24/3/42	TAKEN BY						
EVACUATION 27/4/42	DATE						
Contents of 9 furnished rooms including:							
Beds)		Singer sewing machine	$ 50.00	was not shipped I			
Carpets)		Kitchen sink	20.00	spare - not atte			
Dressers) $ 450.00		2 House Jacks	15.00				
Tables)		Plumbing Tools (set)	20.00				
Drapes &c)		Kitchen utensils (11 pots & pans)	25.00	✓			
Owner's Room:		Lumber	20.00	stored in	attic	spare	
Chesterfield)		5 Doors, 9 Windows	35.00		✓		
Bedroom Suite) 1000.00		3 Handsaws, 2 Axes, 2 Hammers	10.00				
Rug, etc.)		Net Twine (1 box) and 1 electric plate	14.00	✓			
Barbershop:		70 Miscellaneous items (auctioned)	90.00	✓			
2 Chairs) 500.00		Victor combination radio phonograph	75.00	$ 35.00			
Mirrors &c)							
Stored with Friend:							
14 Boxes 1700.00		Correct total:	$374.00				
		Less claimant's mistake in addition	75.00				
Supplementary "JP" Declaration (18/2/43):		Amt. of Pers. Prop. Claim	$299.00				
Barber Supplies including:							
2 Chairs)							
Brass Tank) 340.00							
Mirrors &c)		Summary of Auction Sales:					
Store Supplies including:		Wall Tent	3.50				
Ice Cream Refrig.		Net Twine	3.00				
Cash Register &c		Glass Jars	2.40				
		Clothing	3.70				
Kitchen utensils including:		Kitchenware	12.85				
Water Tank)		Miscellaneous	18.45				
Stove) 175.00		Furniture	2.00				
China Cab., &c)		Gross proceeds Auction Sales:	$ 80.90				
		Less Charges:	14.95				
Household supplies including:		Net proceeds Auction Sales:	$ 65.95				
Sewing Machine)							
Tables) 55.00							
Chairs &c)							
Plumber's Tools)							
Carpenter Tools) 90.00							
Jacks, etc.)		Summary of Other Sales:					
Building supplies stored in Garage:		Linoleum			$ 55.50		
Lumber)		Proceeds Other Sales:			$ 55.50		
Found. Posts) 100.00							
Etc.)							

Vancouver, B. C., Apr. 26/48.

RGB/P.

LE No. 1354 EXHIBIT No. CASE No.

EG. No. 10487 VENUE Toronto, Ont.

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	Shipped.	REMARKS
AUCTION	TENDER &c								
								✓	was not shipped to claimant - spare - not appraised.
						✓			
						✓			
✓									
stored in attic		✓	spares -			✓			
						✓			
✓									
✓									
$ 35.00									
3.50									
3.00									
2.40									
3.70									
12.85									
18.45									
2.00									
$ 80.90									
14.95									
$ 65.95									
	$ 55.50								
	$ 55.50								

EXHIBIT No. 1071-5
DATE 21 May 1948
FILED BY Geo Hunter

N. E. ARNOLD, MGR.
NOTARY PUBLIC

"A GUARANTEE OF VALUE RECEIVED"

REGISTERED OFFICE: HELGERSON BLOCK,
216 SIXTH STREET

H. G. Helgerson, Limited

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P.O. BOX 593
PRINCE RUPERT, B.C.

EXHIBIT No. 1071-6
DATE 21 May 1948
FILED BY [illegible]

June 21st, 1943.

EVACUATION SECTION
JUN 24 1943
Rec'd
File No. 1354.
Ans.
Referred Bill

Mr. F.G. Shears,
Custodian of Enemy Property,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:-

Re: Obata property, Lots 7 & 8, Blk. 32, Sec. 1.

We have had to spend considerable money on the above building to conform with the Health Board regulations in relation to the Royal Lunch, and also have an order with an electrical company to re-wire, to conform with the Fire Marshal's regulations. In connection with these two items, we may state that we had written notices from both these departments that the building would be closed within a certain date if the work was not done. We were able to get an extension from the Fire Marshal owing to the difficulty in obtaining material.

Our purpose in writing today is to inform you of the condition of the roof. There are many leaks and water is ruining goods in the B.C. Furniture store and also the decoration in the Eagle Rooms and the Royal Lunch. It is probably a major job, and no roofing man is available until August. We note your advertisement in the Prince Rupert Daily News, of the calling for tenders on the sale of the Vancouver Japanese property. If there is a likelihood of a sale of the Prince Rupert property in the near future, we can stall the roofing job and let the purchaser worry. If, however, you think no sale will take place before winter, this work will have to be done.

Please advise us.

Yours very truly,

H.G. HELGERSON LTD.

N.E. Arnold.

Manager.

26/6!
$860.21

NEA:JR

N. E. ARNOLD, MGR.
NOTARY PUBLIC

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REGISTERED OFFICE: HELGERSON BLOCK,
216 SIXTH STREET

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P.O. BOX 593
PRINCE RUPERT, B.C.

April 7th, 1944.

EVACUATION SECTION
Rec'd APR 11 1944
File No. 1354
Ans. Mrs.
Referred Biel

Mr. R.G. Bell:
Office of the Custodian,
Vancouver, B.C.

Dear Sir:-

Re: Mrs. Tami Obata File No. 1354.

The wiring in the above building has always been in a perilous state, as we have written or spoken to your office on several occasions. Over a year ago the order for re-wiring was placed with a local firm, but it was impossible to get the necessary materials or even the labor to do the job.

From time to time we have done small repairs to relieve conditions when fuses were continually blowing out, but they were all more or less useless, as the whole system was old and much of it put in by amateurs, without insulation.

Last Sunday some of the wires started a fire in the Royal Lunch kitchen, and on Monday the local Fire Chief sent an order to the Northern Britsh Columbia Power Company ordering them to cut off the lights and power in the whole building as it was most dangerous. The power company sent a man about midday and, of course, the Royal Lunch were carrying on as usual and cooking was in progress, including scores of pies, and the cooking stopped right then and the food had to be destroyed.

We gave your order to the power company and they started work the next day, but in the meantime the Royal Lunch is out of business, also the barbershop which is part of the tenancy of Mrs. Peterson. Both these tenants are very annoyed naturally and may be of a mind to make a claim. However, I hope we can forestall that by offering a rebate on the rent.

We will inform you of the progress of events.

Yours very truly,

H.G. HELGERSON LTD.

N. E. Arnold.

Manager.

NEA:JR

N. E. ARNOLD, MGR.
NOTARY PUBLIC

"A GUARANTEE OF VALUE RECEIVED"

REGISTERED OFFICE: HELGERSON BLOCK,
216 SIXTH STREET

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P.O. BOX 593
PRINCE RUPERT, B. C.

October 20, 1944.

File no.1354.

Rec'd OCT 23 1944
File No.
Ans. 25.10.
Referred

Mr. F. G. Shears,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Re: Lots 7 & 8, Blk.32, Sec. 1.

Dear Sir:

The above property was listed in your catalogue for sale and several offers were made. Since none of these were accepted, it seems evident that the appraisers value was too high.

For your information this property was sold in 1928, by the J.G.Chadwick Estate, Leeds, England, to C. Sataro Obata and Denkichi Yasumoto for $9,000.00 on an Agreement for Sale. During the years of the depression Obata was unable to make payments and only with difficulty was able to pay taxes, in fact, the property would have reverted to the City except for the fact that no tax sales were held for several years. Obata died, I believe, in 1937, and in the following yearwe succeeded in getting the vendors to reduce the price to $5,500.00. This was paid up in full in 1939.

Nothing has been done by way of repair to the fabric of the building for at least ten years, and undoubtedly the foundation is poor. One store, the B.C.Furniture, is in a dreadful condition, owing to continuous leaks from the roof and the east wall. I understand that an order has been placed to amend this condition. Also, the whole building has been rewired after the electric power was cut off by order of the fire chief last spring. These two items, while entailing a considerable expense over a short period, should be written off to general upkeep, and should have been spread over a period of at least ten years. Therefore, they should not be added to the purchase price.

I feel that this is a propitious time to sell, and also that this favourable condition may not last much longer. A few days ago the Government Agent here, Mr. Norman Watt, expressed the opinion that as soon as peace is declared, property values here in Prince Rupert will be cut in half. This conversation did not concern any Japanese property, but was in connection with property belonging to an estate of which he is administrator, and he urged me to find a buyer as soon as possible.

Mr.F.G.Shears.

With these facts in mind, I would urge that you give the enclosed offers consideration. I had hoped to secure another bid from Mrs. Peterson, a tenant, but to date, it has not been received though it may come in later.

Yours truly,
H.G.HELGERSON, LTD.

N E Arnold.
Manager.

NEA/R

N. E. ARNOLD, MGR.
NOTARY PUBLIC

"A GUARANTEE OF VALUE RECEIVED"

REGISTERED OFFICE: HELGERSON BLOCK,
216 SIXTH STREET

H. G. Helgerson, Limited

Real Estate Brokers

SPECIALISTS IN CENTRAL AND SEMI-BUSINESS PROPERTY

We Sell Real Estate.
We Write Fire and Marine Insurance.
We have Apartments, Houses, Stores, and Offices for Rent and Want More.
We Deal in Mortgage Loans.
We Sell Timber Limits.
We do Conveyancing.

P.O. BOX 593,
PRINCE RUPERT, B.C.

March 13th, 1946.

EVACUATION SECTION
Rec'd MAR 18 1946
File No. 1354
Ans. ✓ RGB
Referred Bell
over to you

Mr. R.G. Bell,
Administration Dep't.,
Office of the Custodian,
Vancouver, B.C.

Dear Sir:-

Re: Chattels - Mrs. Tami Obata.

Replying to yours of March 6th last, we beg to inform you, that, to the best of our knowledge, there are no chattels belonging to above, left in this city in our charge.

The furniture of the Eagle Rooms and other rooms in 719 Third Avenue West were sold with the property. Some chattels, which could only be classed as junk, were stored in an outhouse behind this property, and we removed them and sold them at auction. Some articles such as washing-machine, sewing-machine etc. were sent direct to Mrs. Obata at Toronto some two years ago.

Yours very truly,

H. G. HELGERSON LTD.

N. E. Arnold.

Manager.

NEA:JR

EXHIBIT No. 1071-7
DATE 21 May 1948
FILED BY Geo. Hunter

Form of Straight Bill of Lading approved by the Board of Transport Commissioners for Canada by General Order No. 41 of 15th July, 1909.

CNR-7000-E
9-38

CANADIAN NATIONAL RAILWAYS

1

STRAIGHT BILL OF LADING-ORIGINAL-NOT NEGOTIABLE

Shipper's No.....
Agent's No.....

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

at Prince Rupert, B. C., May 31st, 1944 19....

from H. G. Helgerson Ltd., 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.....Times 1st	IF.....Class	IF.....Class	IF.....Class	IF.....Class	IF.....Class	IF.....Class	IF.....Class	IF.....Class	IF.....Class	IF.....Class	IF Special per.....

(Mail Address—Not for purposes of delivery.)

Consigned to Mrs. T. O'Bata 89 Prince Albert Ave.,

Destination Toronto, Ont. {Province or State of ..... County of.....

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

No. Packages	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN
1	crt ironing machine			
1	crt washing machine			
9	box effects			
3	ctns effects			
1	suitcase effects	1,150		
	Post 37			
	Dm			

EXHIBIT No. 1071-8
DATE 21 May 1948
FILED BY F. A. Brewin

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ 46.00 to apply in prepayment of the charges on the property described hereon.

CAN. NAT. RYS.
Agent or Cashier
PRINCE RUPERT, B. C.

Per.....
(The signature here acknowledges only the amount prepaid.)

PAID
MAY 30 1944

Charges Advanced:
C. B. Folio.....

$.....

H. G. Helgerson Ltd., Shipper. W. L. ARMSTRONG Agent.

Per H E Armstrong Per.....

(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

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. 6. 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.