Name of Claimant MADAKORO, Hiroshi. Case 1141

Custodian File 890

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

PERSONAL PROPERTY								
Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	
		475.		135.37				135.37

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	

TOTAL RECOMMENDATION	135.37

CASE NO: 1141.

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

October 18, 1948.

IN THE MATTER OF THE CLAIM OF

HIROSHI MADOKORO

PROCEEDINGS AT HEARING

Original.

IN THE MATTER OF THE "INQUIRIES ACT"

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

HIS HONOUR, JUDGE J.A. McGIBBON, SUB-COMMISSIONER.

Toronto, Ontario,

October 18, 1948.

IN THE MATTER OF THE CLAIM OF

HIROSHI MADOKORO

PROCEEDINGS AT HEARING

APPEARANCES:

K.A. CHRISTIE, ESQ., K.C.,	appearing for the Dominion Government,
R.A. BEST, ESQ.,	appearing for the Claimant.

A. SMITH, ESQ.,	Secretary,
G.N.R. UPTON, ESQ.,	Official Interpreter,
A.G. VEITCH, ESQ.,	Official Reporter.

HIROSHI MADOKORO, the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BEST:

Q. Is that your signature, (Indicating)?

A. That is right.

Q. And was that form prepared upon your instructions? A. Yes, sir.

Q. And do you swear the contents of it are true?

A. That is right.

MR. BEST: I am submitting as Exhibit 1, Particulars of Personal Property, Fishing Vessels.

(PARTICULARS OF PERSONAL PROPERTY, FISHING VESSELS, MARKED EXHIBIT NO. 1)

Q. I understand that before evacuation you carried on as a fisherman at Tofino, British Columbia. Is that correct?

A. Yes, sir.

Q. And you owned a boat called "Togo"?

A. Yes; that is right.

Q. And it is as a result of the sale of that boat that you are now making a claim?

A. Yes, sir.

Q. According to your claim this boat was purchased for $750. in 1936 and then you paid $750. to put a new engine in it in 1937, just a year after you had it. Is that right?

A. Yes, sir.

THE SUB-COMMISSIONER: For how much was it purchased?

MR. BEST: Seven hundred and fifty dollars, your honour.

Q. Then you paid a further $750. to buy or to put a new engine in the boat in 1937?

A. Yes.

Q. What type of engine was that?

A. A 15 horsepower, East Hope gasoline engine.

Q. And who installed that engine?

A. East Hope Brothers.

Q. They sold you a new motor and they put it in the boat?

A. Yes, sir.

Q. And the total price was $750., installation included? A. That is about the right price, not exact.

Q. That is your memory of it, $750.?

A. Yes. That is right.

MR. CHRISTIE: I submit as Exhibit 2 the appraisal of John Gould, dated August 1942, the valuation being $375, estimated marked value being $425., and also the valuation of the Japanese Fishing Vessels Disposal Committee, dated "Tuesday the 24th", but he was the appraiser in March and April, 1942, so I presume it is of that year, referring to Mr. Philipson. His value is $575. That is the appraisal. If you want to bring that out later, you can.

MR. BEST: Yes.

(APPRAISAL OF J. GOULD; APPRAISAL OF J.F.V.D.C., MARKED EXHIBIT NO.2)

MR. BEST: Q. Mr. Madokoro, according to the appraisal made by John Gould there was no anchor on your boat at the time that he appraised it. Was there an anchor on the boat at the time it left your control? A. I think there was one anchor, about a 15-pound anchor.

Q. Were there any anchor chains?

A. Chains, yes.

Q. How about a compass? Did you have a compass on this boat? A. Yes, a small compass.

Q. Was it installed in the boat?

A. Yes, sir.

Q. Did you have a fire extinguisher on the boat?

A. One.

MR. BEST: I wonder, Mr. Secretary, if I may see that Fishing Vessels Disposal Committee appraisal, part of Exhibit 2.

THE SECRETARY: Yes, sir.

MR. BEST: Q. Did you use this boat constantly for fishing purposes?

A. That is right.

Q. What did you do about maintenance? How often did you paint it, for instance?

A. The hull about four times a year, the top part about three times a year.

Q. Did it have a cabin? A. Yes, a cabin.

Q. And you painted it, you did not varnish it?

A. It was varnished but I painted over the varnish.

Q. I notice that on the J.F.V.D.C. report there is a note underneath the value of $661. and the explanation "the figures $661. appear above written in blue in the original. The committee suggested the negotiating price on this boat was $661., 15 percent above the appraiser's valuation." I do not suppose you know anything about that personally?

A. No, sir.

Q. Your estimate of the value is $1,200., I assume? A. Yes, sir.

Q. Did you do any major repairs?

THE SUB-COMMISSIONER: It should be worth more than that, with the name it has.

MR. BEST: Q. Did you do any repairs on this boat, let us say, within the two years prior to the boat being taken from you?

A. No, sir.

Q. All right, thank you.

CROSS-EXAMINATION BY MR. CHRISTIE:

Q. Mr. Madokoro, I am producing a J.P. Form dated March 21, 1942. Is that your signature, (Indicating)? A. Yes, that is my signature.

MR. CHRISTIE: I am producing the J.P. Form and filing it as Exhibit 3.

(J.P. FORM, MARKED EXHIBIT NO. 3)

Q. I am producing here a copy of a telegram dated October 7, 1942, addressed to Mr. Hiroshi Madokoro, Sugar-beet Farm, Chatham, Ontario.

"We have offer $425. for your boat HM2392.
Please wire us if you accept orrefuse.
Edgar T. Read,General Manager, Custodian's
Office, Royal Bank Building, Vancouver."

Did you receive that?

A. No. I got a telephone call from Chatham, Ontario, for that.

Q. And is that what they told you in the telephone call? A. That is right.

Q. And I produce here an original telegram dated October 31, 1942,

"Glencoe, Ontario,
Office of the Custodian.
Re letter have reconsidered. Will accept."

Did you send that telegram?

A. I did.

Q. And you accepted this offer of ---

A. After I rejected about two letters.

Q. Yes, but you did finally accept the offer of $425.? A. Yes. That is right.

MR. CHRISTIE: I do not think it is necessary for me to go into the valuation. I think John Gould and the Fishing Vessel Disposal committee know it better than I do.

I am filing these telegrams as Exhibit 4.

MR. BEST: Might I ask my friend to file those two previous letters? I think the telegrams, themselves do not mean much, but if we have all the correspondence in as an exhibit it is a little more helpful.

THE SUB-COMMISSIONER: It means he accepted the offer ---

MR. CHRISTIE: We are quite prepared to admit that earlier he refused a lower offer.

MR. BEST: I believe he also refused that offer in the first instance. That is why I think it would be fair to the claimant to file that correspondence with the telegrams. There is your correspondence.

MR. CHRISTIE: Is it a letter from him you want?

MR. BEST: Yes.

MR. CHRISTIE: We will put this telegram in with the others. We can say: "Four telegrams re conveyance of offer by Custodian to claimant, and, first refusal of claimant and subsequent acceptance."

(EXHIBIT NO 4: as above described.)

MR. CHRISTIE: Then, I am filing as Exhibit 5 the Personal Property Summary.

(SUMMARY OF PERSONAL PROPERTY, MARKED EXHIBIT NO.5)

It is submitted that this personal property was sold at its fair market value.

That concludes the defence.

(PROCEEDINGS ADJOURNED SINE DIE)

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

A.G. Veitch

"A.G. VEITCH"
Official Reporter.

I, J.A. McGibbon, Deputy Commissioner, appointed to hear a Commission to investigate claims of Japanese Canadians for property loss, do certify the foregoing is a true copy of the evidence heard on the within claim.

J.A. McGibbon,
Deputy Commissioner.

JAN 14 1948

Case 1141.

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

890

Toronto

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

(1) NAME MADO KORO HIROSHI. (RCMP) Reg. No. 11862.
(Print) Surname Given Name

(2) Pre-Evacuation Address TOFINO. B.C.

(3) Present Address 30 PHOEBE ST. TORONTO. ONT.

(4) REAL ESTATE

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

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

(c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) Residence Type of business _____
(iii) Business
(iv) Any other type of property (describe) _____

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

(e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - - - - - - - - - - - - $_____
(ii) Buildings - - - - - - - - - - - - - - - - $_____
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $_____
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $_____
(v) Amount at which Custodian sold property and credited your account - - $_____

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

(5) PERSONAL PROPERTY

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

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
LEFT. WITH OTHER BOATS. IN CARE OF NAVY.

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

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care") In no one's care.

Custodian

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

1. 1 FISHING BOAT (TRAWLER) - Estimated Value $
2. "TOCO" - 33' LONG - EASTHOPE Estimated Value $
3. 15 H.P. MOTOR - VALUE 1200.00 Estimated Value $
4. SOLD BY CUSTODIAN FOR 400.00 Estimated Value $
5. 800.00 Estimated Value $ 800.00
6. Estimated Value $
7. Estimated Value $
8. Estimated Value $
9. Estimated Value $
10. Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 800.00

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 800.00

(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 No.

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, Hiroshi Madokord of the City of Toronto in the Province of Ontario

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 9th day of January A.D. 1948. R A Best

Hiroshi Madokoro.
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.

Madokoro Hiroshi
(Claimant's Name)

PERSONAL PROPERTY

(Fishing Vessels, gear and equipment)

EXHIBIT No. 1141-1
DATE OCT 1 8 1948
FILLED BY E. A. Christie

11862
Reg. No.

NETS:

Type	Size	Mesh	Fathoms	Age at Evacuation	Original Value	Estimated value at Evacuation

VESSELS SOLD BY CUSTODIAN

NAME	Reg. No.	Type	Date Purchased	New or Used	Price Paid	Maintenance Work	Condition When Evacuated	With whom Left	Estimated Value
Togo	VIC 2241	Troller	1936	Used	$750.00		Good	Custodian	$1200.00

Improvements to Vessel since date of purchase:

Type	Date	Cost
New engine	1937	$750.00

OTHER GEAR:

Description	Date Purchased	New or Used	Price Paid	Condition when Evacuated	Estimated value at date of evacuation

Arrangements made for storage when evacuated:

Left in hand of navy - from there went to Japanesed Fishing Vessel Disposal Committee
- from there to Custodian.

Summary

Estimated value at evacuation	$1200.00
Sale price by Custodian	400.00
Amount of claim	$ 800.00

Additional Comments, if any:

Claimant mentioned that boat was in excellent condition at time of evacuation and expressed amazement at low evaluation.

H. Madokoro
Signature

1141

EXHIBIT No. 1141 - 2
DATE Oct. 18 1948
FILED BY K. A. Christie

JOHN GOULD

Marine Surveyor and Appraiser

Vancouver, B. C.

No. 62A.

"H M 2392."

SURVEY REPORT

TO WHOM IT MAY CONCERN:

Name	H. M. 2392.		
Official No.	Vic 2241	Type	Troller
Owner	Hiroshi Madokoro		
Dimensions	L. 33 ft. B. 7.8 ft.		D. 3.9 ft.
Engine	Gasoline. Easthope.		
Horsepower	15 B.H.P.		
Fuel	Gasoline		
Tank Capacity	90 Gallons		
Pumps	In engine room & on deck.		
Lighting	Electric	Drive	Off main engine.
Anchors	None.		
Chains	None	Rope	None
Compass	None		
Stoves	1 Stove		
Fire Extinguishers	None		
Valuation	Three Hundred seventy-five ($375.00) Dollars.		
Estimated Market Value	Four Hundred twenty-five ($425.00) Dollars.		

August 1942

Vancouver, B. C. Marine Surveyor

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

Jan. 10, 1949

N. G. McGaughan

1141 - 2

EXHIBIT No. _____

DATE Oct. 18 1948

FILED BY K. A. Christie

Extract from note book of appraiser for the Japanese Fishing Vessels Disposal Committee. Mr. O. W. Phillipson was employed as appraiser by the Japanese Fishing Vessels Disposal Committee during March and April, 1942. The following extract is numbered 251, among the notes concerning vessels held in custody at New Westminster, B.C.

Tuesday
24th

Troller H. M. 2241
1929

Condition - Good
Damage Nil

Engine E 15 1937

Value 1942 $575

($661)

Boat - Bad state repair

Engine - newer than Hull

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

"F. Matheson"
September 2, 1948

Note: The figures ($661) appearing above are written in blue in the original. The JFVDC "suggested negotiating price" on this boat was $661.00, 15% above the appraiser'svaluation.

"F.M."

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

Jan. 10, 1949

C. McCleughan

FORM "JP"

FILE No. 890

HASTINGS PARK

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

EXHIBIT No. 1141 - 3

DATE Oct. 18 1948

FILED BY K. A. Christie

NAME: MADOKORO, Hiroshi

HOME ADDRESS: P. O. Box 16, Tofino, B. C.

REGISTRATION NUMBER 11862 SEX: Male AGE: 21

OCCUPATION: Fisherman

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: Self

MARRIED? No

NAME OF WIFE OR HUSBAND: None

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: None

AGE OF CHILDREN: None

STATEMENT OF ALL REAL PROPERTY (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS: None

3. INSURANCE (Give particulars; state where policies are) None

4. TAXES (Amount and where payable) None

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)

None

6. OCCUPANCY AND LEASES (If vacant so state) None

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: None

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None

9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Dwelling house at Tofino, B. C.

2. LANDLORD'S NAME AND ADDRESS: Mr. McLaren, Tofino, B. C.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:
Monthly tenant $6 per month paid to end of March.

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:

2 sacks rice, 1 sack sugar, 1 bureau, 5 boxes groceries, 2 cans groceries, 2 cartons clothing. 1 carton chinaware, 1 wash tub, 1 barrel cooking utensils, 1 tub of sauce, 1 bed spring, 1 bedrails and frame, 1 mattress approx. value $150. Located at C. P. R. wharf at Vancouver, in name of declarant's mother, I. Madokoro. 7 ton fishing boat in custody at New Westminster valued at $900.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY Partly the property of declarant's mother as above.

FORM "JP

4. INSURANCE C

5. MORTGAGES,

OTHERS:

6. MONEYS OWIN

7. BONDS, DEBE

$50 Victory

$20 War Sav

8. BANK ACCOUN

9. LIFE INSURA

Policy held

10. INTEREST IN

11. SAFETY DEPO

LIABILITIES:

1. PERSONAL DE

2. TRADE DEBTS

REMARKS:

I, the undersign tected area as set o tures, bonds or othe

I certify that t every description i and indirect.

Dated this 21

"H. F. Gree

FOR DEPARTME

FORM "JP

FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)

None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

~~$50 Victory Bond - 1951 Maturity. In Declarant's possession.~~
$20 War Savings Certificates. In declarant's possession.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: $1,000 policy with Sun Life Assurance Co. issued at Vancouver, B.C. Policy held by mother as above. Last premium $60 paid in August 1941 next premium due August 1942.

10. INTEREST IN ANY ESTATES OR TRUSTS

None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

REMARKS: None

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 21st day of March 1942

(Signature) "H. Madokoro"

"H. F. Green"
Witness

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

FOR DEPARTMENTAL USE Jan. 10, 1948

W. E. McLaughlan

CD 2x

CANADIAN PACIFIC TELEGRAPHS

World Wide Communications

CLASS OF SERVICE DESIRED	
Full Rate	
Day Letter	
Night Message	
Night Letter	

PLACE X OPPOSITE SERVICE DESIRED

W. D. NEIL, GENERAL MANAGER, MONTREAL

ACCOUNTING REFERENCE	CHECK	TIME FILED

Send the following message, subject to the conditions on the back thereof, which are hereby agreed to.

1141 - 4

EXHIBIT No.

1942 OCT 31 AM. 11 39

DATE Oct. 18 1948

FILED BY K. A. Christie

..RNB101 8 COLLECT

GLENCOE ONT 31 150P

OFFICE OF THE CUSTODIAN 426

FISHING VESSEL DEPT 506 ROYAL BANK BLDG VANCOUVER

RE LETTER HAVE RECONSIDERED STOP WILL ACCEPT

HIROSHI MADOKORO

THIS IS A COLLECT MESSAGE AND WILL BE CHARGED TO YOUR ACCOUNT IF UNACCEPTABLE. PLEASE PHONE Pacific 4231 WITHIN 24 HOURS .

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

Jan. 10, 1949

D. E. McGlughan

D. L. HOWARD, Assistant General Manager, Montreal, Que.

P. G. McLEAN, General Superintendent, Montreal, Que.
R. R. BACON, Superintendent, Sudbury, Ont.
L. A. RAYMOND, Superintendent, Toronto, Ont.
W. S. EMERY, Superintendent, Montreal, Que.
D. LESLIE, Superintendent, Saint John, N.B.

G. H. PESCUD, General Superintendent, Winnipeg, Man.
L. E. HAMSON, Superintendent, Vancouver, B.C.
T. H. HOLMES, Superintendent, Calgary, Alta.
R. V. TOMBE, Superintendent, Moose Jaw, Sask.
E. ELSEY, Superintedent, Winnipeg, Man.

TERMS AND CONDITIONS UPON WHICH TELEGRAPH AND CABLE MESSAGES SHALL BE TRANSMITTED ARE PRESCRIBED BY ORDER No. 49274 DATED DECEMBER 5th, 1932, OF THE BOARD OF TRANSPORT COMMISSIONERS FOR CANADA, AND PUBLISHED IN THE CANADA GAZETTE.

It is agreed between the sender of the message, on the face of this form and this Company, that said Company shall not be liable for damages arising from failure to transmit or deliver, or for any error in the transmission or delivery of any unrepeated telegram, whether happening from negligence of its servants or otherwise, or for delays from interruptions in the working of its lines, for errors in cypher or obscure messages, or for errors from illegible writing, beyond the amount received for sending the same.

To guard against errors, the Company will repeat back any telegram for an extra payment of one-half the regular rate, and in that case the Company shall be liable for damages, suffered by the sender to an extent not exceeding $200, due to the negligence of the Company in the transmission or delivery of the telegram.

Correctness in the transmission and delivery of messages can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz.: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance.

This Company shall not be liable for the act or omission of any other Company, but will endeavor to forward the telegram by any other Telegraph Company necessary to reaching its destination, but only as the agent of the sender and without liability therefor. The Company shall not be responsible for messages until the same are presented and accepted at one of its transmitting offices; if a message is sent to such office by one of the Company's messengers he acts for that purpose as the sender's agent; if by telephone the person receiving the message acts therein as agent of the sender, being authorized to assent to these conditions for the sender. This Company shall not be liable in any case for damages, unless the same be claimed, in writing, within sixty days after receipt of the telegram for transmission.

No employee of the Company shall vary the foregoing.

CLASSES OF SERVICE

FULL RATE TELEGRAM

A full-rate expedited service.

NIGHT TELEGRAM

Accepted up to 2 a.m. at reduced rates, to be sent during the night and delivered on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the ten-word day telegram rate for the transmission of 50 words or less, and one-fifth of the initial rate for such 50 words for each additional 10 words or less.

Day letters may be forwarded by the Company as a deferred service, and the transmission and delivery of such Day Letters are, in all respects, subordinate to the priority of transmission and delivery of full-rate telegrams.

Day Letters may be delivered by the Company by telephoning the same to the addressees and such deliveries shall be a complete discharge of the obligation of the Company to deliver.

Day Letters are received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of full-rate telegrams under the conditions named above.

NIGHT LETTERS

Accepted up to 2 a.m. for delivery on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays, at rates still lower than its standard night telegram rates as follows: The standard day rate for 10 words for the transmission of 50 words or less and one-fifth of the initial rate for such 50 words for each additional 10 words or less.

Night Letters may, at the option of the Company, be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night-Letters at destination, postage prepaid.

CD 21

CANADIAN PACIFIC TELEGRAPHS

World Wide Communications

CLASS OF SERVICE DESIRED	
Full Rate	
Day Letter	
Night Message	
Night Letter	

PLACE X OPPOSITE SERVICE DESIRED

W. D. NEIL, GENERAL MANAGER, MONTREAL

ACCOUNTING REFERENCE	CHECK	TIME FILED

Send the following message, subject to the conditions on the back thereof, which are hereby agreed to.

Attached to 1141 - 4

OCTOBER 7 1942

MR. HIROSHI MADOKORO
REGISTRATION NO. 11862
SUGAR BEET FARM
CHATHAM ONTARIO

WE HAVE OFFER FOUR HUNDRED TWENTY FIVE DOLLARS FOR YOUR BOAT

HM TWO THREE NINE TWO STOP PLEASE WIRE US IF YOU ACCEPT OR REFUSE

EDGAR TO READ
GENERAL MANAGER
CUSTODIAN'S OFFICE
506 ROYAL BANK BLDG
VANCOUVER? B C

CHARGE TO
G W McPHERSON

Ihereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
Jan. 10, 1949

E. McClughan

D. L. HOWARD, Assistant General Manager, Montreal, Que.

P. G. McLEAN, General Superintendent, Montreal, Que.
R. R. BACON, Superintendent, Sudbury, Ont.
L. A. RAYMOND, Superintendent, Toronto, Ont.
W. S. EMERY, Superintendent, Montreal, Que.
D. LESLIE, Superintendent, Saint John, N.B.

G. H. PESCUD, General Superintendent, Winnipeg, Man.
L. E. HAMSON, Superintendent, Vancouver, B.C.
T. H. HOLMES, Superintendent, Calgary, Alta.
R. V. TOMBE, Superintendent, Moose Jaw, Sask.
E. ELSEY, Superintedent, Winnipeg, Man.

TERMS AND CONDITIONS UPON WHICH TELEGRAPH AND CABLE MESSAGES SHALL BE TRANSMITTED ARE PRESCRIBED BY ORDER No. 49274 DATED DECEMBER 5th, 1932, OF THE BOARD OF TRANSPORT COMMISSIONERS FOR CANADA, AND PUBLISHED IN THE CANADA GAZETTE.

It is agreed between the sender of the message, on the face of this form and this Company, that said Company shall not be liable for damages arising from failure to transmit or deliver, or for any error in the transmission or delivery of any unrepeated telegram, whether happening from negligence of its servants or otherwise, or for delays from interruptions in the working of its lines, for errors in cypher or obscure messages, or for errors from illegible writing, beyond the amount received for sending the same.

To guard against errors, the Company will repeat back any telegram for an extra payment of one-half the regular rate, and in that case the Company shall be liable for damages, suffered by the sender to an extent not exceeding $200, due to the negligence of the Company in the transmission or delivery of the telegram.

Correctness in the transmission and delivery of messages can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz.: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance.

This Company shall not be liable for the act or omission of any other Company, but will endeavor to forward the telegram by any other Telegraph Company necessary to reaching its destination, but only as the agent of the sender and without liability therefor. The Company shall not be responsible for messages until the same are presented and accepted at one of its transmitting offices; if a message is sent to such office by one of the Company's messengers he acts for that purpose as the sender's agent; if by telephone the person receiving the message acts therein as agent of the sender, being authorized to assent to these conditions for the sender. This Company shall not be liable in any case for damages, unless the same be claimed, in writing, within sixty days after receipt of the telegram for transmission.

No employee of the Company shall vary the foregoing.

CLASSES OF SERVICE

FULL RATE TELEGRAM

A full-rate expedited service.

NIGHT TELEGRAM

Accepted up to 2 a.m. at reduced rates, to be sent during the night and delivered on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the ten-word day telegram rate for the transmission of 50 words or less, and one-fifth of the initial rate for such 50 words for each additional 10 words or less.

Day letters may be forwarded by the Company as a deferred service, and the transmission and delivery of such Day Letters are, in all respects, subordinate to the priority of transmission and delivery of full-rate telegrams.

Day Letters may be delivered by the Company by telephoning the same to the addressees and such deliveries shall be a complete discharge of the obligation of the Company to deliver.

Day Letters are received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of full-rate telegrams under the conditions named above.

NIGHT LETTERS

Accepted up to 2 a.m. for delivery on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays, at rates still lower than its standard night telegram rates as follows: The standard day rate for 10 words for the transmission of 50 words or less and one-fifth of the initial rate for such 50 words for each additional 10 words or less.

Night Letters may, at the option of the Company, be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night-Letters at destination, postage prepaid.

Form 6102

Exclusive Connection with WESTERN UNION TELEGRAPH CO.
Cable Service to all the World
Money Transferred by Telegraph

CANADIAN NATIONAL TELEGRAPHS

W. M. ARMSTRONG, GENERAL MANAGER, TORONTO, ONT.

CLASS of SERVICE DESIRED	
Full-Rate Message	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

RECEIVER'S No.	TIME FILED	CHECK

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Attached to 1141 7/8 4

Please file in Evacuee File 890 #11862 Reg #112392

RA234 10 1942 OCT 8 PM 4 30

GLENCOE ONT 8 715 P

OFFICE OF THE CUSTODIAN 839

506 ROYAL BANK BLDG HASTINGS AND GRANVILLE VAN BC

RECEIVED WIRE STOP PRICE UNSATISFACTORY STOP WILL NOT SELL BOAT

HIROSHI MADOKORO...

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

Jan. 10, 1949

C. McLaughlan

CANADIAN NATIONAL TELEGRAPH COMPANY

(OPERATING ITS OWN LINES AND THOSE OF THE GREAT NORTH WESTERN TELEGRAPH COMPANY, THE GRAND TRUNK PACIFIC TELEGRAPH COMPANY AND CANADIAN GOVERNMENT RAILWAYS). HEREINAFTER CALLED THE COMPANY.

TERMS AND CONDITIONS UPON WHICH TELEGRAPH AND CABLE MESSAGES SHALL BE TRANSMITTED ARE PRESCRIBED BY ORDER NO. 49274, DATED DECEMBER 5TH, 1932, OF THE BOARD OF TRANSPORT COMMISSIONERS FOR CANADA AND PUBLISHED IN THE CANADA GAZETTE.

IT IS AGREED BETWEEN THE SENDER OF THE MESSAGE ON THE FACE OF THIS FORM AND THIS COMPANY THAT THIS COMPANY SHALL NOT BE LIABLE FOR DAMAGES ARISING FROM FAILURE TO TRANSMIT OR DELIVER, OR FOR ANY ERROR IN THE TRANSMISSION OR DELIVERY OF, ANY UNREPEATED TELEGRAM, WHETHER HAPPENING FROM THE NEGLIGENCE OF ITS SERVANTS OR OTHERWISE, OR FOR DELAYS FROM INTERRUPTIONS IN THE WORKING OF ITS LINES, FOR ERRORS IN CIPHER OR OBSCURE MESSAGES, OR FOR ERRORS FROM ILLEGIBLE WRITING, BEYOND THE AMOUNT RECEIVED FOR SENDING THE SAME.

TO GUARD AGAINST ERRORS, THE COMPANY WILL REPEAT BACK ANY TELEGRAM FOR AN EXTRA PAYMENT OF ONE-HALF THE REGULAR RATE; AND, IN THAT CASE, THE COMPANY SHALL BE LIABLE FOR DAMAGES SUFFERED BY THE SENDER TO AN EXTENT NOT EXCEEDING $200.00, DUE TO THE NEGLIGENCE OF THE COMPANY IN THE TRANSMISSION OR DELIVERY OF THE TELEGRAM

CORRECTNESS IN THE TRANSMISSION AND DELIVERY OF MESSAGES CAN BE INSURED BY CONTRACT IN WRITING, STATING AGREED AMOUNT OF RISK, AND PAYMENT OF PREMIUM THEREON AT THE FOLLOWING RATES, IN ADDITION TO THE USUAL CHARGE FOR REPEATED MESSAGES, VIZ: ONE PER CENT. FOR ANY DISTANCE NOT EXCEEDING 1000 MILES, AND TWO PER CENT. FOR ANY GREATER DISTANCE.

THIS COMPANY SHALL NOT BE LIABLE FOR THE ACT OR OMISSION OF ANY OTHER COMPANY, BUT WILL ENDEAVOR TO FORWARD THE TELEGRAM BY ANY OTHER TELEGRAPH COMPANY NECESSARY TO REACHING ITS DESTINATION, BUT ONLY AS THE AGENT OF THE SENDER AND WITHOUT LIABILITY THEREFOR. THE COMPANY SHALL NOT BE RESPONSIBLE FOR MESSAGES UNTIL THE SAME ARE PRESENTED AND ACCEPTED AT ONE OF ITS TRANSMITTING OFFICES; IF A MESSAGE IS SENT TO SUCH OFFICE BY ONE OF THE COMPANY'S MESSENGERS, HE ACTS FOR THAT PURPOSE AS THE SENDER'S AGENT; IF BY TELEPHONE, THE PERSON RECEIVING THE MESSAGE ACTS THEREIN AS AGENT OF THE SENDER, BEING AUTHORIZED TO ASSENT TO THESE CONDITIONS FOR THE SENDER. THIS COMPANY SHALL NOT BE LIABLE IN ANY CASE FOR DAMAGES, UNLESS THE SAME BE CLAIMED, IN WRITING, WITHIN SIXTY DAYS AFTER RECEIPT OF THE TELEGRAM FOR TRANSMISSION.

NO EMPLOYEE OF THE COMPANY SHALL VARY THE FOREGOING.

CLASSES OF SERVICE

TELEGRAMS

A FULL-RATE EXPEDITED SERVICE.

NIGHT MESSAGES

ACCEPTED UP TO MIDNIGHT AT REDUCED RATES, TO BE SENT DURING THE NIGHT AND DELIVERED ON THE MORNING OF THE NEXT DAY AFTER THEIR DATE. AT PLACES WHERE THE COMPANY'S OFFICES ARE NOT OPEN ON SUNDAYS, DELIVERY WILL BE MADE ON THE MORNING OF THE NEXT ENSUING BUSINESS DAY.

DAY LETTERS

A DEFERRED DAY SERVICE AT RATES LOWER THAN THE STANDARD TELEGRAM RATES AS FOLLOWS: ONE AND ONE-HALF TIMES THE TEN-WORD DAY MESSAGE RATE FOR THE TRANSMISSION OF 50 WORDS OR LESS, AND ONE-FIFTH OF THE INITIAL RATE FOR SUCH 50 WORDS FOR EACH ADDITIONAL 10 WORDS OR LESS. THE MINIMUM CHARGE FOR TRANSMISSION OVER THE COMPANY'S LINES OF ANY DAY LETTER WILL BE 45 CENTS.

DAY LETTERS MAY BE FORWARDED BY THE COMPANY AS A DEFERRED SERVICE, AND THE TRANSMISSION AND DELIVERY OF SUCH DAY LETTERS ARE, IN ALL RESPECTS, SUBORDINATE TO THE PRIORITY OF TRANSMISSION AND DELIVERY OF FULL-RATE MESSAGES.

DAY LETTERS MAY BE DELIVERED BY THE COMPANY BY TELEPHONING THE SAME TO THE ADDRESSEES, AND SUCH DELIVERIES SHALL BE A COMPLETE DISCHARGE OF THE OBLIGATION OF THE COMPANY TO DELIVER.

DAY LETTERS ARE RECEIVED SUBJECT TO THE EXPRESS UNDERSTANDING AND AGREEMENT THAT THE COMPANY DOES NOT UNDERTAKE THAT A DAY LETTER SHALL BE DELIVERED ON THE DAY OF ITS DATE ABSOLUTELY AND AT ALL EVENTS; BUT THAT THE COMPANY'S OBLIGATION IN THIS RESPECT IS SUBJECT TO THE CONDITION THAT THERE SHALL REMAIN SUFFICIENT TIME FOR THE TRANSMISSION AND DELIVERY OF SUCH DAY LETTER ON THE DAY OF ITS DATE DURING REGULAR OFFICE HOURS, SUBJECT TO THE PRIORITY OF THE TRANSMISSION OF FULL-RATE MESSAGES UNDER THE CONDITIONS NAMED ABOVE.

NIGHT LETTERS

ACCEPTED UP TO MIDNIGHT AT REDUCED RATES, TO BE SENT DURING THE NIGHT AND DELIVERED ON THE MORNING OF THE NEXT DAY AFTER THEIR DATE. AT PLACES WHERE THE COMPANY'S OFFICES ARE NOT OPEN ON SUNDAYS, DELIVERY WILL BE MADE ON THE MORNING OF THE NEXT ENSUING BUSINESS DAY. THE RATES FOR NIGHT LETTERS ARE STILL LOWER THAN THE STANDARD NIGHT MESSAGE RATES, AS FOLLOWS: THE STANDARD DAY RATE FOR 10 WORDS FOR THE TRANSMISSION OF 50 WORDS OR LESS AND ONE-FIFTH OF THE INITIAL RATE FOR SUCH 50 WORDS FOR EACH ADDITIONAL 10 WORDS OR LESS. THE MINIMUM CHARGE FOR TRANSMISSION OVER THE COMPANY'S LINES OF ANY NIGHT LETTER WILL BE 30 CENTS.

NIGHT LETTERS MAY, AT THE OPTION OF THE COMPANY, BE MAILED AT DESTINATION TO THE ADDRESSEES, AND THE COMPANY SHALL BE DEEMED TO HAVE DISCHARGED ITS OBLIGATION IN SUCH CASES WITH RESPECT TO DELIVERY BY MAILING SUCH NIGHT LETTERS AT DESTINATION, POSTAGE PREPAID.

CANADIAN PACIFIC TELEGRAPHS

World Wide Communications

CLASS OF SERVICE DESIRED	
Full Rate	
Day Letter	
Night Message	
Night Letter	
PLACE X OPPOSITE SERVICE DESIRED	

W. D. NEIL, GENERAL MANAGER, MONTREAL

ACCOUNTING REFERENCE	CHECK	TIME FILED

Send the following message, subject to the conditions on the back thereof, which are hereby agreed to.

Attached to 1141 - 4

RAA73 24/21 COLLECT XCI 1942 OCT 24 PM 11 19

GLENCOE ONT 24

FISHING VESSELS DEPT 903

JAPANESE CUSTODIAN OFFICE VANCOUVER BC

RETEL WILL NOT ACCEPT STOP OFFER CONCERNS WRONG BOAT STOP MY BOAT

HM 2241 VALUATION ABOUT ONE THOUSAND DOLLARS

HIROSHI MADOKORO

THIS IS A COLLECT MESSAGE AND WILL BE CHARGED TO YOUR ACCOUNT IF UNACCEPTABLE PLEASE PHONE Pacific 4231 WITHIN 24 HOURS.

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

Jan. 10, 1949

E. McGlughan

D. L. HOWARD, Assistant General Manager, Montreal, Que.

P. G. McLEAN, General Superintendent, Montreal, Que.
R. R. BACON, Superintendent, Sudbury, Ont.
L. A. RAYMOND, Superintendent, Toronto, Ont.
W. S. EMERY, Superintendent, Montreal, Que.
D. LESLIE, Superintendent, Saint John, N.B.
G. H. PESCUD, General Superintendent, Winnipeg, Man.
L. E. HAMSON, Superintendent, Vancouver, B.C.
T. H. HOLMES, Superintendent, Calgary, Alta.
R. V. TOMBE, Superintendent, Moose Jaw, Sask.
E. ELSEY, Superintedent, Winnipeg, Man.

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To guard against errors, the Company will repeat back any telegram for an extra payment of one-half the regular rate, and in that case the Company shall be liable for damages, suffered by the sender to an extent not exceeding $200, due to the negligence of the Company in the transmission or delivery of the telegram.

Correctness in the transmission and delivery of messages can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz.: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance.

This Company shall not be liable for the act or omission of any other Company, but will endeavor to forward the telegram by any other Telegraph Company necessary to reaching its destination, but only as the agent of the sender and without liability therefor. The Company shall not be responsible for messages until the same are presented and accepted at one of its transmitting offices; if a message is sent to such office by one of the Company's messengers he acts for that purpose as the sender's agent; if by telephone the person receiving the message acts therein as agent of the sender, being authorized to assent to these conditions for the sender. This Company shall not be liable in any case for damages, unless the same be claimed, in writing, within sixty days after receipt of the telegram for transmission.

No employee of the Company shall vary the foregoing.

CLASSES OF SERVICE

FULL RATE TELEGRAM

A full-rate expedited service.

NIGHT TELEGRAM

Accepted up to 2 a.m. at reduced rates, to be sent during the night and delivered on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays.

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Night Letters may, at the option of the Company, be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night-Letters at destination, postage prepaid.

EXHIBIT No. 1141 - 5

DATE Oct. 18 1948

FILED BY K. A. Christie

PERSONAL PROPERTY SUMMARY

File 890 June 26, 1946

Re: Hiroshi MADOKORO #11862

This man signed a declaration to the Custodian on March 21, 1942. He was evacuated on March 26, 1942.

In his declaration he reported a quantity of household effects and food-stuffs at the C. P. R. Wharf, Vancouver, in the name of his mother. These effects it is understood were shipped to his mother, Mrs. Kamezo MADOKORO, File 945, as no reply was received to our letter of September 4, 1942, giving this information and requesting his confirmation.

He reported a fishing vessel. This vessel, "Togo" Victoria 2241, was sold by the Custodian for the total sum of $475.00. All these funds were remitted to MADOKORO, on November 26, 1942 and December 3, 1942, leaving no funds to cover boat expenses.

He reported a $50.00 Victory Bond and $20.00 in War Savings Certificates in his own possession. These did not come under the control of this office.

He reported a life policy with the Sun Life Assurance Co. This did not come under the control of this office.

The account of this man was credited with the sum of $21.75 in full settlement of claim filed with the Japanese Fishing Vessels Disposal Committee for refund of expenses incurred at the time of the impounding of the vessel "Togo."

The account of this man was credited with the sum $19.64, being proportionate share of the assets of the Tofino Japanese Association.

The account of this man at this date shows a credit balance of $41.39, which is being transferred to Custodian Protection Expense Account on account of the $64.05, which should have been deducted from the proceeds of the sale of his fishing vessel.

This file reveals no other property of any kind.

This summary is certified to be in accordance with information on file.

"F. Matheson"

June 26, 1946.

/FM.

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

Jan. 10, 1949

C. McClaughan