Name of Claimant KONDO, Densaku Case 1165

Custodian File 936

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	
550	137.50							137.50

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	137.50

1540

CASE NO: 1165

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

October 25, 1948.

IN THE MATTER OF THE CLAIM OF

DENSAKU KONDO

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 M. A. MILLER, SUB-COMMISSIONER.

Toronto, Ontario,

October 25, 1948.

IN THE MATTER OF THE CLAIM OF

DENSAKU KONDO

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.,	Secrretary.
D. J. HANDFORD, ESQ,,	Official Interpreter.
A. G. VEITCH, ESQ.,	Official Reporter.

DENSAKU KONDO, the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BEST:

Q. Mr.Kondo, is that your signature (Indicating)?

A. Yes, sir, it is.

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

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

A. True.

MR. BEST: I am submitting as Exhibit 1 the particulars of Personal Chattels claim.

(PARTICULARS OF PERSONCHATTELS CLAIM, MARKED EXHIBIT NO.1)

Q. I believe your claim relates to a 1937 Buick Coach. Is that correct?

A. Yes, sir.

Q. You bought that car in 1941 for $926.50. Is that correct?

A. That is correct.

Q. From whom did you buy it?

A. Bowell-McDonald.

Q. I understand they are car dealers right on Burrard Street in Vancouver. Is that correct?

A. Yes, sir.

Q. Subsequent to your purchase of the car you apparentlyput a new fender on at the cost price of $25. Is that right?

A. Yes, sir.

THE SUB-COMMISSIONER: Q. Did you smash the

old one in the meantime? A. Yes, sir, I did.

MR. BEST: Q. I take it, there were not five fenders on the car, anyway?

A. No.

Q. And, a fog lamp, at $15.?

A. Yes, sir.

Q. Were these two blankets in the car at the time it was taken by the R.C.M.P.?

A. They were, sir.

Q. And there was a defroster and fog lamp. That was all the extra equipment?

A. The fog lamp was but the defroster was with the car when I bought it.

Q. And the mileage on the R.C.M.P. Report, I notice is 67,867 miles. Do you recall whether that would be approximately the mileage which you remember the car had on it at the time?

A. Yes, sir, it is.

Q. And do you know whether or not that was the correct mileage?

A. I could not say to the last figure.

Q. But, I mean, the speedometer was working while you owned the car?

A. Yes, sir, it was.

Q. Do you remember the mileage, approximately, the car had when you purchased it?

A. Well, it was 64-thousand, some odd, but I cannot remember the other three figures.

Q. Well, then, you are suggesting to the

Commission that you just drove the car around 3,000 miles? A. Yes. That must be it.

Q. By the way, in what month in 1941 did you buy the car?

A. Around June; May of June, 1941.

Q. And the R.C.M.P. Report is dated March 16, 1942. I take it that is the date that the car was handed over?

A. Yes, sir.

MR. BEST: Mr. Christie, are you putting in the R.C.M.P. report?

MR. CHRISTIE: I will put it in.

MR. BEST: Q. There is a remark on your claim here that the claimant prices the very same type, year and make of car in 1943 at the same place where he purchased the car and was told the price was $1,350. You were not personally in Vancouver in 1943?

A. Yes, sir, I was.

Q. You were? A. Yes, sir.

Q. So that you, yourself, made the inquiries?

A. I did, sir.

MR. CHRISTIE: I tender this R.C.M.P. report as Exhibit 2.

(R.C.MP VEHICLE REPORT, MARKED EXHIBIT NO.2)

MR. BEST: Q. Who drove this car?

A. I did, sir.

Q. Anyone else? A. No, sir, not anyone-else.

Q. I take it that the car was clean, as they say in the trade? A. Quite right.

Q. All right, thank you.

CROSS-EXAMINATION BY MR. CHRISTIE:

Q. I am showing you a J.P. Form dated March 28, 1942. Is that your signature?

A. Yes, sir.

MR. CHRISTIE: I am tendering the J.P. Form as Exhibit 3.

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

Q. I am tendering, or showing to you a conditional sales agreement dated April 9, 1941, indicating total selling price $926.50, allowance on trade-in $450., unpaid balance $476.50. Is that your signature here?

A. That is right.

MR. CHRISTIE: I will file this conditional sales agreement as Exhibit 4.

(CONDITIONAL SALES AGREEMENT, MARKED EXHIBIT NO. 4)

It is a conditional sales agreement between the claimant and the Bowell-McDonald Motor Car Company, your honour.

Q. Now, this other car, which you told my learned friend, of which you made note of in the claim, you say was sold at a price of $1,350. Who told you that?

A. A salesman for the Bowell-McDonald Company.

Q. Was it the same salesman who sold you the car?

A. No, sir.

Q. And, how do you know it was the same age as your car?

A. It was a 1937 Buick, the same as mine, sir.

Q. Did you see the speedometer on this other car?

A. No, sir.

Q. Did you examine the mechanical condition of this other car?

A. No, sir.

Q. You found this firm of Bowell-McDonald pretty reliable?

A. So far as my dealings went, yes, sir.

MR. CHRISTIE: I will tender a group of offers as Exhibit 5.

The first is Lyle M. Johnson and it is dated July 15, 1942 in the amount of $350.

The second is dated July 24, 1942, by F.C. Olafson, in the amount of $300.

The third is from the company from whom he bought it, Bowell-McDonald Motorcar Company, July 24, 1942, and is in the amount of $335.

I might say for the record that all these offers were rejected and the car was sold on September 15, 1942 to Lee's Transport, the sale price being $550.

(OFFERS, MARKED EXHIBIT NO.5)

Q. You would think that this tender of Bowell-

McDonald, for $200., the people from whom you bought the car was away out, was not correct at all?

A. Yes, I do.

Q. Had you had any repairs done there to this car in the meantime?

A. None except that fender.

Q. Anything else? A. Nothing else, sir.

Q. And, how far did you tell my friend that you had driven this car, yourself, since you bought it?

A. Approximately 3,000 by the speedometer.

Q. And what was the condition of the tires?

A. Very good, sir.

Q. You did not add any new tires in the meantime?

A. No, sir. I bought them new when I bought the car. I especially requested to have new tires put on when I bought it.

Q. I understand that the market dropped off in the sale of used cars. Is that correct? Have you any knowledge of that?

A. No, sir, I have not.

Q. You would not know?

A. I had no chance to price it before I left.

Q. At what time did you leave?

A. April 9, 42, I think it was.

THE SUB-COMMISSIONER: Q. And, were you back again to Vancouver after that?

A. Yes, sir; on business.

MR. CHRISTIE: He told the Commission he was back in 1943.

THE WITNESS: Yes, sir.

Q. Do you know anything about the used market then? A. In fact at the time I went to buy a car for a friend of mine. He was living in Lilloeut and he was allowed to have a car there, so he required a car for his business. I was working for him before evacuation. Both of us went to Vancouver and he wanted to buy a car, so I took him to Bowell-McDonald and saw this 1937 Buick grey car a little worse than the one I sent in to the Mounter Police and asked for that car. He said it was $1,350 with trade-in. I told him I did not have any car to trade in because they were all sent in to Hastings Park, so he said "If you have no car to trade in we cannot sell you for even that price."

Q. You estimate the value of this car at $1,350?

A. Yes, sir.

Q. Do you feel that between the date of your purchase in 1941 - when you paid $926.50 ---

A. Yes?

Q. And you added a new fender and auto blankets and fog lamp, making a total of $55., do you feel that after using it for 3,000 miles that that car had increased in value?

A. Not an increase in the value of the car, I do not think, but an increase in the price of the market, the market price.

MR. CHRISTIE: This was advertised for sale in the paper and they got four tenders.

MR. BEST: After it had been on a lot for six months.

THE SUB-COMMISSIONER: Q. I notice in this contract where you bought it there was included in that $926.50 the amount of $78.50 carrying charges?

A. Yes, sir.

MR. CHRISTIE: Q. That is all, I think, except for this question: Did you put any insurance on this, yourself, or was there insurance on the car under the terms of the conditional sales agreement when you bought it? Were there any insurance policies?

A. It was a term of the purchase agreement that I had to put insurance on it.

Q. Do you know how much insurance there was?

A. Well, it was so much for property damage, and so much for public liability and that sort of thing. I do not think it is on the value of the car.

Q. You do not know what the car was insured for, in case it was, say, stolen?

A. No, sir; I do not remember.

MR. BEST:, Might I ask my friend to put in that Consolidated Motor Company appraisal of $600.?

MR. CHRISTIE: I just have the excerpt from it. It is an excerpt from an appraisal for insurance purposes of Japanese cars at Hastings Park, March 26, 1942. It is submitted by the Consolidated Motor Company, Limited, signed A.W. Cruise, President, Car No. 126, the appraised value being $600.

(EXCEPT FROM APPRAISAL FOR INSURANCE PURPOSES, MARKED EXHIBIT NO.6)

It is submitted that this personal property being a 1937 Buick Coach was sold at its fair market value.

THE SUB-COMMISSIONER: Were the blankets sold?

MR. CHRISTIE: The only memo I have is sold to Lee's Transport. I am giving my friend the benefit of the doubt. I have no memo on that, whether or not they were sold.

MR. BEST: They are on the R.C.M.P. report.

MR. CHRISTIE: They are included in the R.C.M.P. report. I assume they were sold.

That concludes the defence, your honour.

THE SUB-COMMISSIONER: Very well.

(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, M.A. Miller, 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.

M.A. Miller

M.A. Miller,
Deputy Commissioner.

Case No 116 (1)

File 936

NOV 24 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

Toronto

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

(1) NAME KONDO (Print) Surname DENSAKU Given Name (RCMP) Reg. No. 00123

(2) Pre-Evacuation Address ~~New Denver BC~~ 4359 West 10th Vancouver BC

(3) Present Address 10 Major St. Toronto

(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
Hastings Park Vancouver BC

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

(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") impounded by Custodian

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

1.	37 Buick Coach Licen 343 (1942)	Estimated Value $	1350.00
2.		Estimated Value $	
3.		Estimated Value $	
4.		Estimated Value $	
5.		Estimated Value $	
6.		Estimated Value $	
7.		Estimated Value $	
8.		Estimated Value $	
9.		Estimated Value $	
10.	Sold by Custodian	Estimated Value $	550.00
		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 ~~yes~~ 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)
of)
TO WIT:)

I, Densaku Kondo of the city
of ~~the city of Toronto~~ Toronto in the county of York
Ks 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 18th day of November.)
A.D. 1947.)
F A Brewin) A Commissioner &c.

D Kondo

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.

KONDO, Densaku
(Claimant's Name)

PERSONAL CHATTELS

1165-1
EXHIBIT No. ~~OCT 2 5 1948~~
DATE OCT 2 5 1948
FILLED BY
B G Best

00123
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
1937 Buick Coach	1941	Used	$ 926.50	Good	$ 1,350.00
		1941 - New fender	25.00		
		- Pair of auto blankets	15.00		
		- Fog clamp	15.00		

The claimant is claiming on the above chattel valued at $ 1,350.00

Description of Storage of Goods:

Turned over to R.C.M.P.

Summary

Estimated value	$1,350.00
Sold by Custodian	550.00
Claim:	$ 800.00

General Statement as to Chattels not Described above:

Additional Comments, if any:

The claimant priced the very same type, year and make of car in 1943 at the same place where he purchased the car, Bowell & McDonald, Burrard St., Vancouver, B.C., and was told the price was $ 1,350.00

F. D. Kondo
Signature

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

Detachment
Seizure No. 126
1165 - 2
Oct 25 1948

DATE
FILED BY K.A.Christie

Detachment File No.
Sub-Division File No.
Division File No. E 269-G-13-3
Headquarters File No.

Detachment
Sub-Division
Division "E"
Date March 16th 1942

RE:- KONDO, Densaku 4359 West 10th, Vancouver, B.C.

On March 16th 1942, I H.F.PRice RCMP

Came into possession of the following goods by:-

SURRENDER UNDER O.C. P.C. 1486

LICENSE NO. (42) 343
MAKE & MODEL 37 Buick Coach
SERIAL NO. 744111413
ENGINE NO. 3187605
SPEEDOMETER READING 67867
CONDITION
appears good

TIRE NUMBERS 5

EXTRA EQUIPMENT

two blankets, heater, defroster & fog lamp

DESCRIPTION & CONDITION
VERIFIED

"D. Kondo" # 00123

Signature of Owner
Japanese Registration No.

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

"E.A. Cruise"

DATE: March 16/42

"H.F. Price"
Signature of Member Submitting Report

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

Feb.22-49

M Wanstall

FORM "JP"

FILE No. 936

1165 - 3

314 Powell Street

OFFICE OF THE CUSTODIAN

EXHIBIT No.

DATE Oct 25 1948

JAPANESE SECTION

FILED BY K. A. Christie

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

NAME: KONDO Densaku

HOME ADDRESS: 161, 6th Ave. W. Vancouver, B. C.

REGISTRATION NUMBER 00123 SEX: (M) AGE: 42

OCCUPATION: Representative Fernridge Lumber Company

(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: Fernridge Lumber Company, Vancouver, B. C.

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Tsune

ADDRESS OF WIFE OR HUSBAND: 161, 6th Ave. W. Vancouver, B. C.

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

"21.9.42 Declared on 635 MR"

1. LOCATION AND DESCRIPTION: Living with wife's parents, I. Ebata 161, 6th Ave. W. Vancouver, B.C.

2. LANDLORD'S NAME AND ADDRESS: None

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None

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:

30 framed oil paintings, 1 set books 35 volumes "World History of Art" stored at 161 6th Ave. W. Vancouver, B. C. with I. Ebata.

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 None

FORM "JP

4. INSURANCE CAR

5. MORTGAGES, LI

OTHERS:

6. MONEYS OWING

7. BONDS, DEBENT

$100. Victory B

8. BANK ACCOUNTS

9. LIFE INSURANC

10. INTEREST IN AN

11. SAFETY DEPOSI

LIABILITIES:

1. PERSONAL DEBT

2. TRADE DEBTS:

I, the undersigned, tected area as set out a tures, bonds or other sec

I certify that the a every description in any and indirect.

Dated this 28th

"EMG"

"D. Smith"

Witn

FOR DEPARTMENTA

ne

None

ts, I. Ebata

I PAID: None

te paid)

one

FURNITURE, FIXTURES,
PERSONAL EFFECTS:

History of

PETS

ANY INTEREST IN, OR

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) $100. Victory Bond maturity 1951. on person

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: 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 28th day of March 1942

"EMG" (Signature) D. Kondo"

"D. Smith"
Witness

FOR DEPARTMENTAL USE

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

Feb.22-49

M Wankee

936

General Securities Limited

EXHIBIT No. 1165 - 4
DATE OCT 25 1948
FILLED BY K A Christie

FINANCIAL AGENTS

HOWE & HASTINGS STREETS
510 PACIFIC BUILDING

PACIFIC 3435

VANCOUVER, B. C.

Sept. 30, 1942

Attention: Mr. Edgar T. Read

The Office of the Custodian,
510 Royal Bank Bldg.,
Vancouver, B. C.

T KONDO ?

Dear Sir: Re:(D. Karnil) D. Kannos

C) 26

We are enclosing cancelled Bill of Sale and Note dated April 9/41 covering 1937 Buick Coach, Serial No. 744111413 which was purchased by the above party from Bowell, McDonald Motor Co. Ltd.

We trust you will find these papers in order.

Yours truly,

GENERAL SECURITIES LTD.

Per:

ES
Encls.

CONDITIONAL SALES AGREEMENT

Agreement made this 9th day of April 19 41

Between: Bowell McDonald Motor Co. Ltd., Vancouver, B.C. (hereinafter called the Vendor), and

D. Kannos, 4359 West 10th Ave., Vancouver, British Columbia,
(hereinafter called the Purchaser).

CANCELLED

WITNESSETH: The Vendor hereby agrees to sell, and the Purchaser agrees to purchase the motor vehicle hereinafter described (receipt of which in good order and condition is hereby acknowledged by the Purchaser), viz.:

TOTAL SELLING PRICE		$ 926.50
Cash Payment	$ —	
Allowance on Trade	$ 450.00	
Less Amount Owing on Trade	$	$ 450.00 $ 450.00
	Unpaid Balance	$ 476.50
INSURANCE	Premium	
Fire + CC (If Truck Amount $)	$ Nil	
Theft (If Truck Amount $)	$ Nil	
Collision ($ Deductible)	$ Nil	
V. S. I. (If no Collision)	$ Nil	
Public Liability	$ Nil	
Property Damage	$ Nil	
Passenger Hazard	$ Nil	
Total Premium	$	$ Nil
CARRYING CHARGES (on unpaid balance ~~plus insurance~~)		$ 78.50
Balance to be paid in Instalments as per Schedule		$ 555.00

A2969 Apr.9-41 W.Wallis

SCHEDULE OF INSTALMENTS

1 month after date, $	30.00
2 months after date, $	30.00
3 months after date, $	30.00
4 months after date, $	30.00
5 months after date, $	30.00
6 months after date, $	30.00
7 months after date, $	30.00
8 months after date, $	30.00
9 months after date, $	30.00
10 months after date, $	30.00
11 months after date, $	30.00
12 months after date, $	30.00
13 months after date, $	30.00
14 months after date, $	30.00
15 months after date, $	30.00
16 months after date, $	30.00
17 months after date, $	30.00
18 months after date, $	45.00
	555.00

TRADE NAME	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER	TONNAGE	No. CYL.	BODY TYPE	YEAR AND MODEL	NEW OR USED
Buick	3187605	744111413	343		8	Coach	1937	Used

The Vendor and Purchaser mutually covenant and agree with each other as follows:—

1. Said property and all parts and accessories added thereto either as additions thereto or in substitution for existing parts or accessories, is now and shall remain the absolute property of the Vendor until after full and complete payment of the purchase price therefor.

2. The Purchaser covenants, subject as hereinafter provided, to pay the said balance on the respective due dates above specified, and to pay interest at 10 per cent. per annum on any unpaid instalments from respective due dates until paid.

3. The said property and every part thereof at all times while out of possession of said Vendor, shall be at the risk of said Purchaser, and all loss or damage of said property or any part thereof shall be borne by said Purchaser, and no such loss or damage shall operate to extinguish or diminish any liability upon said notes.

4. The Purchaser shall of even date herewith execute a Promissory Note for the amounts of such instalments payable on the due dates thereof without days of grace, and bearing interest at 10 per cent. per annum from the dates of payment until paid. Such promissory note (including any renewals, cheques or substitutions therefor) is not to be given or received as payment or part payment of the purchase price, but is given and received merely as collateral security for payment of the Purchaser's indebtedness under this Agreement. The Vendor may discount or negotiate said Note (including any renewals, cheques or substitutions therefor) without changing its character as between the Parties hereto.

5. The Purchaser shall at all times while the said property is in his possession, have the right to use the same for such legal uses and purposes as are necessary to his private business or pleasure, but not otherwise, and shall not use or permit to be used the said car for HIRE without written permission of the Vendor.

6. The Purchaser shall pay any and all taxes and charges, Parliamentary or Municipal, which may be levied or assessed against the automobile, including war taxes (if any).

7. The Purchaser shall take proper care of said automobile and of all said parts, devices, tools and equipment, and shall not neglect, misuse, damage or destroy the same or any part thereof, or suffer the same to be done. If said automobile or any of its accessories are injured or require repairs, all work done and material supplied upon or in connection with and all expenses incurred on account of the said automobile, shall be paid by the Purchaser forthwith from time to time as the same are made, done, supplied or incurred, and the Purchaser shall not at any time suffer or permit any charge or lien whether possessory or otherwise, to exist against the said automobile.

8. The Purchaser shall not sell or attempt to sell or in any manner dispose of said automobile, or any of said parts, devices, tools or equipment, or remove, or attempt to remove the same or any part thereof, from British Columbia, except upon the written permission of the Vendor, and shall not allow the same to be driven by any person while under the influence of intoxicating liquor.

9. The Purchaser covenants that the automobile covered by this agreement will not be used for the **TRANSPORTATION OF LIQUOR OR DRUGS** or any unlawful purpose during the life of this agreement, and in case of any such contingency, the entire debt hereby secured shall, at the Vendor's option, become immediately due and payable, and the Vendor shall have the same right of seizure and sale as if default had been made in payment of principal or interest.

10. If by any reason of failure of the Purchaser to pay an instalment of principal or interest or any part of the same, or to observe any of the covenants, provisos or conditions herein contained, the Vendor shall deem it advisable to take any proceedings, either judicial or extra judicial, to protect itself or enforce the security, all costs and expenses incurred by the Vendor of or incidental to such proceedings shall be payable by the Purchaser and shall be deemed to be a payment of principal due and in arrears hereunder, and shall bear interest at the rate herein above set forth.

11. That time shall be material and of the essence hereof, and that if default be made in the payment of said principal sum or interest, or any part thereof, at the time the same shall become due, or if default be made by said Purchaser in any other respect hereunder, or if he shall in any way at any time or times fail to fully observe and perform any covenant or covenants herein contained, or if said Purchaser fails to make payment for any labor, repairs, improvements or equipment placed upon said automobile by authority of said Purchaser (in which case said Vendor may, at its option, make such payment), then the said principal sum and all accrued interest, including expenses (if any) and including such payment (if any) made by said Vendor thereon, shall thereupon immediately become wholly due and payable at the option of said Vendor (notice of said option being hereby waived), the said Vendor may at once take possession of said automobile and said parts, devices, tools and equipment, wherever the same may be, and sell said automobile and said parts, devices, tools and equipment and the whole thereof, as provided by law.

12. The Purchaser agrees to pay any deficiency that may remain after the application of the proceeds of any sale hereunder to the payment of said indebtedness, or any judgment obtained thereon. The Purchaser shall not be entitled to any accounting whatsoever in respect of any such sale, nor shall any action lie for that purpose, and in the event of there being any surplus as a result of any sale hereunder, the Vendor shall be entitled to the same, nor shall the Purchaser have any claim whatsoever against the Vendor in respect of such surplus or any part thereof or in respect of the proceeds of any such sale or any part thereof. Any rule of law or equity notwithstanding, the relationship of mortgagor and mortgagee is in no way created, nor can it in any way arise under or by virtue of this agreement or anything done hereunder.

13. The Purchaser is to keep the said automobile insured for an amount equal to or exceeding the principal sum payable hereunder, covering such hazards as may be hereinafter noted, in such company or companies as Vendor may approve or select, loss (if any) payable to Vendor, or assigns as interest may appear, and to deliver the policy therefor to said Vendor, and in case of failure of Purchaser so to do, or if Vendor shall deem it expedient to procure such insurance, the Vendor may procure the same, and all sums expended in so doing, with interest thereon at the rate of ten per cent. per annum, shall be added to the purchase price and shall be secured hereby.

14. All rights and privileges of seller under this agreement shall extend to their executors, administrators and assigns.

15. It is expressly understood and agreed that there are no promises, warranties, conditions or representations of the Vendor save as herein set forth, and the Vendor is not in any way bound or affected by any verbal promise, warranty, condition or representation of himself, his servant or agent, and the Vendor in no way warrants or guarantees title to the said automobile, its fitness for the purpose for which it is purchased, or the correctness of the description herein above set forth. The Purchaser takes the same entirely at his own risk.

16. The Purchaser acknowledges receipt of a copy hereof.

BOWELL McDONALD MOTOR CO. LTD.

Vendor's Signature.

D. Kannos

Purchaser's Signature.

PURCHASER'S STATEMENT

To the Vendor named in the within Agreement:

To obtain credit from you as indicated in the within Agreement,

I hereby certify the following particulars to be true, viz.:

House Address No. 4359 - W 10th Ave, Vancouver BC

Business Address No. Dewdney Trunk Rd. Port Haney.

Occupation Business Representative Employed by Fernridge Lumber Co.

Bank with Japan & Canada Trust Car used for Personal.

House phone All 776

Business phone

Service of Notice of Assignment of this Agreement to **GENERAL SECURITIES, LIMITED,** is hereby admitted, and I hereby expressly declare that the purchase price of the within described motor-vehicle has been truly and correctly set forth herein, that the cash payment herein before mentioned has been made by me as herein set forth, either by way of cash or value of car traded in and not by note or other promise not herein expressly mentioned.

CANCELLED

I declare that I am the full age of twenty-one years.

X D. Kenney
Purchaser's Signature.

Witness: W. Wallis

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Vendor named in the within contract, hereby sells, assigns and transfers unto **GENERAL SECURITIES, LIMITED,** its Successors and Assigns, all estate, right, title, interest, claim and demand whatsoever of the Vendor in, to and under the within agreement, and the motor vehicle, equipment and accessories referred to therein, and the promissory note or notes and cheques therein referred to, and hereby waives presentment for payment, demand, protest, notice of dishonor and protest, and notice of default of payment of any instalment, of any such note or notes and cheques or renewals thereof or any of them, the Vendor agreeing to remain as fully liable as if every presentment, demand, protest and notice hereby waived were duly made and given; and the Vendor hereby authorizes **GENERAL SECURITIES, LIMITED,** its Successors and Assigns, in its, his, or their name or in the name of the Vendor, to do every act, matter and thing necessary to enforce any or all of the covenants, promises, conditions and stipulations contained in the within Agreement on the part of the Purchaser therein named to be observed and performed, and to sue for, collect and get in the moneys due thereunder or due in respect of said note or notes and/or cheques. The undersigned warrants that the motor vehicle covered by the within contract has been sold to the Purchaser mentioned therein free and clear of all liens, claims and encumbrances whatsoever other than those created by the within contract.

DATED this 9th day of April, 1941

Witness:

BOWELL McDONALD MOTOR CO. LIMITED

[signature]

Vendor.

CANCELLED

$ [illegible].00

VANCOUVER, B. C., April 9th 1941

For Value Received, I promise to pay to the order of

Bowell McDonald Motor Co. Ltd.

---FIVE HUNDRED & FIFTY FIVE---xx/100 Dollars

at the time or times stated in this Schedule of Instalments hereon, without days of grace, at CBofC, Victory Sq.

~~Royal Bank of Canada, Main Office~~

Each instalment, if unpaid at maturity, shall bear interest at 10% per annum from date of maturity.

In case default is made in payment of any of the Instalments, the whole amount remaining shall become due and payable forthwith.

D. Kanno

Purchaser

D. Kanno 534

CANCELLED

Due	Schedule of Instalments		Record of Payments
May 9/41	1 month after date, $	30.00	
Jne. 9	2 months after date, $	30.00	
Jly. 9	3 months after date, $	30.00	
Aug. 9	4 months after date, $	30.00	
Sep. 9	5 months after date, $	30.00	
Oct. 9	6 months after date, $	30.00	
Nov. 9	7 months after date, $	30.00	
Dec. 9	8 months after date, $	30.00	
Jan. 9/42	9 months after date, $	30.00	
Feb. 9	10 months after date, $	30.00	
Mar. 9	11 months after date, $	30.00	
Apl. 9	12 months after date, $	30.00	
May 9	13 months after date, $	30.00	
Jne. 9	14 months after date, $	30.00	
Jly. 9	15 months after date, $	30.00	
Aug. 9	16 months after date, $	30.00	
Sep. 9	17 months after date, $	30.00	
Oct. 9	18 months after date, $	45.00	

Pay to the Order of

General Securities Limited

Presentment for payment, demand, protest, notice of dishonour and protest and notice of default of payment of any instalment are hereby waived; and the Indorser or Indorsers agree to remain as fully liable as if every presentment, demand, protest and notice hereby waived were duly made and given.

CANCELLED

a. Inches

Vendor's Name

For value received the moneys payable under the within instrument are hereby assigned to the CANADIAN BANK OF COMMERCE or to its order and the maker of said instrument is hereby instructed to pay.

General Securities Limited

1165 - 5

EXHIBIT No. Oct 25 1948

DATE

FILED BY K.A. Christie

#126

July 25/42

Dear Sir;

Please find enclosed $35.00.

The same being the required 10% of my bid

of $350.00 on 1937 Buick coach, Custodian No. 126.

Yours very truly

"Lyle M. Johnston"

Moose Lodge

1021 Hastings W.

Rejected

168

3820 East Hastings St.
Vancouver B.C.

July 24th 1942.

126

Dept of The Secretary of State,
Office of the Custodian,
Royal Bank Building,
Vancouver, B.C.

Sir. (SECOND CHOICE)

Attached please find certified cheque for the amount of $30.00. ten percent of the amount bid on 44-11/1937 Buick COACH, Custodian No.,126.

Full amount $300.00.

Yours truly,

"F.C.Olafson

F.C. Olafson

"file R"

BOWELL, McDONALD MOTOR COMPANY, LIMITED

615 Burrard Street

Vancouver, B.C.

126

July 24th, 1942.

Mr. C. W. McPherson,
Authorized Deputy of the Secretary of State,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:

Enclosed please find our cheque for $20.00, being 10% of the amount of our tender on Automobile,

#126, Location A, 1937 Buick 44-11 $200.00

Yours truly,

BOWELL, McDONALD MOTOR CO.LTD.,

"illegible"

JGMcD/jw

(45)

126

Vancouver B.C.

July 22/42

Dear Sirs -

I am entering my tender on

	Loc.	Model	Year		Tires	Heater Defroster
Buick	A	44-11	1937	Coach	5	Fog Light

Speedometer	Custodian No.
67,867	126

My Bid is $335.00 Three Hundred & Thirty Five Dollars.

Cheque inclosed for 10 per cent of amount.

"C. E. Nelson"

4277 Knight Rd.
Vancouver, B.C.

(8)

I hereby certify the foregoing are true copies of the originals whereof they purport to be a copy.

Feb.22-49 [illegible]

EXHIBIT No. 1165 - 6

DATE Oct 25 1948

FILED BY K.A.Christie

File No. 936 July 7, 1948.

EXCERPT from Appraisal for Insurance Purposes of
Japanese Cars at Hastings Park,
March 26, 1942.
Submitted by Consolidated Motor Company Limited
signed "A.W. Cruise" Pres.

Car No. 126 - $600.00

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

Feb.22-49 M C Lanstall

DEC - 2 1947

Case 1166

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

8277 Toronto

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

(1) NAME (Miss) NODA (Print) Surname KAZUE Given Name (RCMP) Reg. No.

(2) Pre-Evacuation Address 320 Alexandra St., Vancouver B.C.

(3) Present Address 395 King St., Toronto Ont.

(4) REAL ESTATE

(a) Street Address (if any) 320 Alexandra St., Vancouver B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Lot 5 Blk HOD.L. 196 City

(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 - - - - - - - - - - - - - - - - $ 800 00
(ii) Buildings - - - - - - - - - - - - - - - - $ 4000 00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 4800 00
(v) Amount at which Custodian sold property and credited your account - - $ 959 42
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 3840.58

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
320 Alexandra St., Vancouver B.C.

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

(c) How stored or packed at time of evacuation
Loose in house

(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") Macaulay, Nicolls, Maitland & Co, Ltd., Vancouver B.C.

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

1. Estimated Value $
2. Estimated Value $
3. Estimated Value $
4. Estimated Value $
5. Estimated Value $
6. Estimated Value $
7. Estimated Value $
8. Estimated Value $
9. Estimated Value $
10. Estimated Value $

Less amt. credited from Cust. TOTAL CLAIM FOR PROPERTY LOSS $ 1356.93

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) - - - $ 5197.51

(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, Noda Kazue of the City of Toronto in the County of York

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) Kazue Noda
this 27th day of November)
A.D. 1947. Ernest C Boron) 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.

5 e Itemized description of personal property

Step ladder	1.00
Basket of seaters	1.00
Sleeve board	1.50
3 Small cabinets	10.00
Brass kettle	16.00
Lawn Mower	27.00
Baskets	2.00
Bowls	15.00
Jardinier	2.00
Jars	5.00
Plant pots	3.00
2 burner gas plate	15.00
Box of cups	7.50
Tea pots	6.00
Decanter	2.00
Rice bowl	1.00
Electric heater	12.00
Miscellaneous + light shade	3.00
Metronome	6.00
Electric iron	8.00
Glass ware	9.00
Tay horse	5.00
Box of junk	4.00
X-mas decorations	6.00
Miscellaneous cutlery	2.00
Rice bowl	2.50
Box of Plate + forks	10.00
Vases	3.00
Dishes	8.00
2 Ornaments	7.00
Tea set	18.00
Crockery	5.00
2 ornaments	12.00
Ink stand	5.00
Laquer ware	8.00
Vase	10.00
Vases	10.00
Pails	6.00
Tea set	20.00
Plates	10.00
Tray	18.00
Cruet	3.00
Sewing basket	2.00
Light shades	5.00
Cups + saucers	9.00
Box of cups	15.00
Dishes	10.00
Trays	1.00
Case of Talcum powder	8.00
Lamp fixture	13.00
Straw hats	1.00
2 suit cases	5.00
Gun cleaning rods	1.00
Tools	2.00
Floor polisher	6.00
Tools (garden)	12.00
Miscellaneous	6.00
Rods for drapes	3.00
3 Empty drawers	3.00
Display stand	6.00
Childs clothes rack	2.00
2 H.M. tables	4.00
Small bench	1.00
Drop leaf table	4.00
Wicker arm chair	20.00
Cocoa mat	3.00

3 chairs - - - - - - 4.50
2 child's chair - - - - 1.00
Old wall clock - - - - 3.00
Old bridge lamp - - - 3.00
Winnipeg couch - - - 18.00
Bed & coil spring - - - 30.00
Ext. couch & mattress - - - 15.00
Small table - - - - - 3.00
Oak hall seat - - - 6.00
Bamboo stool - - - - 1.00
Hall seat - - - - 6.00
Chest of drawers - - - 65.00
Vanity & bench - - - 70.00
Carved table - - - 8.00
Umbrella stand - - - 6.00
5 pc. bedroom suite - - 350.00
Tri-light lamp - - - 25.00
Dining table & chairs - - - 40.00
Bridge lamp - - - 6.00
End table - - - - 15.00
Chesterfield table - - - 25.00
End table with shelves - - 5.00
3 pc. chesterfield - - - 300.00
Heater - - - - - - 11.00
Lumber - - - - 6.00
3 Cracks - - - 8.00
Basket & Plaque - - 2.00
Ornament - - - - 1.50
Coat hangers - - - 1.00
Dinner set for 6 - - - 110.00

Japanese mandolin - - - 35.00
Books etc.
Carton festival goods 7.00
Trunk - - - - 10.00
Charts - - - - 3.00

NODA, Kazue
(Claimant's Name)

REAL ESTATE
(Other than farm)

EXHIBIT No. 1166-1
DATE OCT 25 1948
FILLED BY R A Best

06552
Reg. No.

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
House (2 storey)	7	Frame	Residence	25 x 122	1927	

House purchased by claimant's father in 1927 and transferred to his daughter, the claimant, Feb. 3, 1942.

Type of Locality	Cost Price	Improvements made by Claimant		Estimated Value	Date of Sale
Residential	$3650.00	1930 - Foundation rebuilt	$200.00	Land	$ 800.00
		1927 - New cement sidewalk from house to lane at rear of lot		Improvements	4000.00
		- New fence on 4 sides			
		- New roofing	500.00		$4800.00
		- New sink in bathroom			
		- Interior redecorated			
		1933 - House repainted inside and outside	200.00		

Comments re upkeep of premises:

Comments re Appraiser's report not covered above:

Mr. Kashiyo offered the claimant $ 4,000.00 for the property in 1940 but the claimant rejected the offer.

Assessment 1944:

Land	$ 700.00
Improvements	750.00
	$1450.00

Summary:

Original claim form	$ 4,800.00
Sold by Custodian	1,000.00
	$ 3,800.00

Kazue Noda.
Signature

1,66

NODA, Kazue (Miss)
(Claimant's Name)

PERSONAL CHATTELS

EXHIBIT No. 1166-2
DATE OCT 3 1948
FILLED BY R A Bosk

-6552
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
2 Burner Gas Plate	1939	New	$ 45.00	Good	$ 15.00
Wicker Arm Chair	1939	"	25.00	"	20.00
Chest of Drawers	1938	"	75.00	"	65.00
Vanity and Bench	1938	"	81.00	"	71.00
5 pc. Bedroom Suite	1936	"	425.00	"	350.00
3 pc. Chesterfied Suite	1936	"	375.00	"	300.00

The claimant is claiming on the chattels listed in Column 3 of the Analysis of Personal Property Claim valued at $ 1,668.50

Description of Storage of Goods:

Summary

Estimated value	$ 1668.50 ✓
Sold by Custodian	383.00
	$ 1285.50

General Statement as to Chattels not Described above:

Additional Comments, if any:

Kazue Noda.
Signature

EXHIBIT No. 1166-3
DATE OCT 25 1948
FILLED BY K A Christie

NODA, Kazue
Evac. File #8277
320 Alexander St., Vancouver, B. C.

Picture Taken April 8, 1943.

Tx. 20—125M—3-44.

IMPORTANT
Please forward this notice immediately to your Agent or Mortgage Company, if they are to pay the taxes.

TO AVOID DELAY AT WICKET MAIL CHEQUE OR MONEY ORDER

All Cheques must be Certified by the Bank on which they are drawn, and made payable at par to "City of Vancouver."

All communications in reference to change of address should be sent to the Assessment Commissioner, City Hall.

EXHIBIT No. 1166-4
DATE OCT 25 1948
FILED BY D (1) — 59.19
K A Christie
Jas L Armstrong Treas.

NOV-22-44 03964

EVACUATION SECTION
PAID
NOV 24 1944
File No. 8277
Referred

Notice Mailed
22/11/44

1944

Cash Register impression of City Treasurer's signature constitutes official receipt.

DETAILS OF GENERAL LEVY

Rate on $		Taxes Levied
18.982	Mills General Purposes	$ 4,022,403.95
16.359	" Interest and Instalments	3,466,671.19
17.159	" Schools	3,636,222.30
52 500	" Gross	$11,125,297.44

CITY OF VANCOUVER
TAX STATEMENT, 1944
City Hall 453 West 12th Avenue

ASSESSMENT FOR TAXATION, 1944

Land	$110,762,180
Improvements	101,148,248
Total Value for Taxation	$211,910.428

Improvements except where otherwise specially exempt are taxed on 50% of their assessed value.

ASSESSED VALUE		VALUE FOR TAXATION	TAXES, LOCAL IMPROVEMENTS, SPECIAL ASSESSMENTS AND MISCELLANEOUS A/CS IN ARREARS					LOCAL IMPROVEMENTS SPECIAL ASSESSMENTS AND MISCL. A/CS. 1944	CURRENT GENERAL TAXES 1944	TOTAL DUE (EXCLUDING INTEREST)	INTEREST ON ARREARS	REBATE ON CURRENT GENERAL TAXES ONLY		Nett amount if paid on or before ~~JULY 3rd~~, 1944
			CONSOLIDATED		NOT CONSOLIDATED									
IMPROVEMENTS	LAND		CAPITAL SUM	INSTALMENTS DUE	1941 & PRIOR	1942	1943							
700	750	1100					~~.58~~	1 44	57 75Δ	59.19 ~~59 77~~☆		~~2 31~~		59.19 ~~57 46~~☆Δ
PAYMENT ON A/C APPLIED														

REBATE ON CURRENT GENERAL TAXES:
4% if paid on or before 3rd July, 1944.
3% if paid on or before 3rd August, 1944.
2% if paid on or before 5th September, 1944.
1% if paid on or before 3rd October, 1944.

POSITIVELY NO REBATE ON LOCAL IMPROVEMENTS.
SPECIAL ASSESSMENTS AND MISCELLANEOUS ACCOUNTS.

Consolidated Arrears carry interest at 5% per annum.
Other Arrears carry interest at 6% per annum.
If a deposit has been made in payment or part payment of these Taxes, please bring or mail Deposit Receipt with this Tax Statement to the Tax Office, City Hall, for adjustment.

PLEASE READ CAREFULLY INFORMATION PRINTED ON BACK HEREOF.

JAS. L. ARMSTRONG,
City Treasurer and Collector of Taxes.

Kazue Noda,
% The Custodian of Enemy Property.
506 Royal Bank Building,
Vancouver, B.C.
320 Alexander St.

B928 LOT. 5
BLK. 40
D.L. 196

ROLL No. Description of Property

NOTE.—Is your property correctly described?

READ CAREFULLY!

If a deposit has been made in payment or part payment of these taxes, please bring or mail **Deposit Receipt** with this Tax Statement to the Tax Office, City Hall, for adjustment.

PAYMENT BY INSTALMENTS:

CURRENT TAXES may be paid in instalments of not less than $1.00, and such payments **must be applied first to Local Improvements, Special Assessments and Miscellaneous Accounts** (if any), on which no rebate is allowed.

REBATE: After payment of the Local Improvements, Special Assessments and Miscellaneous Accounts, Rebate will be allowed on the amount of General Taxes only as follows:

Up to 3rd July, 1944	4 per cent.
Up to 3rd August, 1944	3 per cent.
Up to 5th September, 1944	2 per cent.
Up to 3rd October, 1944	1 per cent.

ARREARS OF TAXES, other than Consolidated Arrears, can also be paid in amounts of not less than $1.00, with interest thereon at 6% per annum from date of delinquency to date of payment, and such payment will be applied to the taxes longest in arrears. Taxes are levied for the calendar year, and become delinquent on 31st December in year of levy. Property becomes **liable for Tax Sale** when any arrears have been delinquent for a period of two full years.

Arrears of Taxes must be paid in full before payment of Current Taxes can be accepted, except in the case of Consolidated Arrears.

CONSOLIDATION OF ARREARS:

Under the "Vancouver Tax Consolidation Act, 1936 (Second Session)" all taxes remaining unpaid on 31st December, 1936, together with interest to that date (except such taxes as remained unpaid on properties which were included in the 1936 Tax Sale) have been consolidated, and the time for payment thereof extended over a period of **10 years in equal annual instalments.**

Payment is required before the 3rd October, 1944, of the following:—

A. Interest on the outstanding balance of the Capital Sum at 5% per annum.

B. Eighth Instalment of the Original Capital Sum (if not already paid).

C. The Full amount of the 1944 taxes.

Failure to make payment in full, as above, before the passing of the By-Law authorizing the Annual Tax Sale (about the 3rd of October in each year) will render the property liable to Tax Sale in that year.

Under the said Act all payments made after 31st December, 1936, will be applied under the Consolidation Scheme. The full amount of Consolidated Arrears with interest can, however, be paid up at any time.

Communications in reference to change of address should be sent to the City Assessment Commissioner, City Hall.

FOR FURTHER INFORMATION, call at Tax Office, City Hall, 453 West 12th Avenue, or phone FAirmont 2711.

EXHIBIT No. 1166 - 5

DATE Oct. 25 1948

FILED BY K. A. Christie

JOHNSON, REEVE AND WATSON

Bank of Nova Scotia Building,
Vancouver, B. C.

19th July, 1943.

The Custodian's Office,
Vancouver, B. C.

File No. 8277

Dear Sir:

Catalogue No. 5
Lot 5 Block 40 D.L. 196
320 Alexander Street

We have inspected this property and beg to report as follows:

Location	Waterfront industrial district.
Land	25' x 122'. above street level with high bank
Building	2 storey frame house, no basement. siding walls. shingle roof. close to lot boundaries, no side yards. 1st floor, 3 rooms, 2nd floor, 4 rooms. no bathroom - w. c. and sink on 2nd floor.
Condition.	The house is very old and the exterior woodwork is rotten in places. The floors slope indicating rot in wood foundations. The plaster upstairs is loose and broken in places. No sash cords in upstairs windows.
Rent	Nil
City Assessment	$1,450 (Land $750. Building $700)
Taxes	$58.80
Appraisal	The land requires expensive excavation to street level for commercial use. If and when required for commercial use the building would be destroyed so that its value is temporary. As long as the house remains the commercial value of the land is deferred and should be discounted. We are of the opinion that the fair market value of this property is $1,000.

Yours faithfully,

JOHNSON, REEVE & WATSON

Per "D. W. Reeve"

DWR

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

Feb. 23, 1949

C. McCleughan

Attached to 1166 - 5

PEMBERTON REALTY CORPORATION LIMITED

418 Howe Street

Vancouver Canada

October 18, 1943.

Catalogue #5

320 Alexander St., 5/40/196

This is a very old 7-room, 2-storey frame house. Post foundation. Close to the ground, without ventilation, sills may be bad. Is in very run down condition.

Value $800

PEMBERTON REALTY CORPORATION LIMITED.

"W. G. Moore"

W. G. Moore.

WGM-JM

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

Feb. 23, 1949

E. McLaughlan

1166 - 6

EXHIBIT No.

DATE Oct. 25 1948

FILED BY K. A. Christie

Lot. H5

CERTIFICATE OF ENCUMBRANCE

LAND REGISTRY OFFICE

VANCOUVER, B. C.

No.
File No. 8277 minutes 11 A.M. 14th day of November, 1942.

I HEREBY CERTIFY that the following is the state of the title to

City of Vancouver,
Lot 5,
Block 40,
District Lot 196,
Group 1, New Westminster District,
Plan 196.

viz:

Registered Owner: Kazue Noda (Spinster)
362 Alexander Street
Vested in the custodian see filing 34749.
Volume 1049, Folio 71125 L. Indef.

Registered Charges: None

Applications for Registration: None

Receiving Order or authorized Assignment under the "Bankruptcy Act": None

Assignment for benefit of Creditors: None

Judgments: None

Mechanics' Liens: None

"W. C. Brown"
Registrar.

To:-Custodian's Office "C.M.M."

~~To~~

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

Feb. 23, 1949

M. C. McClaughan

EXHIBIT No. 1166 - 7
DATE Oct. 25 1948
FILED BY K. A. Christie

PEMBERTON REALTY CORPORATION LIMITED

418 Howe Street

Vancouver Canada

July 20, 1944.

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
VANCOUVER, B. C.

Re Catalogue #5,
320 Alexander Street.

Dear Sir:

We have received an offer of $1,000 on the above property.

Kindly advise us.

Yours very truly,

PEMBERTON REALTY CORPORATION LIMITED.

"W. G. Moore"

W. G. Moore.

WGM/JM

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

Feb. 23, 1949

C. McLoughan

Attached to 1166 - 7

CAMPBELL & PEMBERTON

Real Estate and Financial Brokers

506 Crown Building
615 W. Pender Street,
Vancouver, B. C.
25th July, 1944

F. G. Shears Esq.,
Office of the Custodian,
Department of the Secretary of State,
506 Royal Bank Building,
Hastings and Granville,
Vancouver, B. C.

Dear Sir:-

re Catalogue #5 - Japanese Properties
320 Alexander Street

On behalf of a Client, we hereby offer to purchase the above property for the sum of $1,000.00 and enclose herewith our certified cheque for $100.00 being 10% of the purchase price.

On receipt of your advice that this offer is accepted we will advise you of the name, address and occupation of our Client.

Yours very truly,

CAMPBELL & PEMBERTON,

per "F. G. Campbell"

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

Feb. 23, 1949

M. E. McGlaughan

FORM "JP"
REAL ESTATE

BUREAU POWELL STREET

FILE No. 8277

OFFICE OF THE CUSTODIAN

"2 copies made"

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. 1166 - 8

("Minto City")

NAME: NODA Kazue

DATE Oct. 25 1948

HOME ADDRESS: 362 Alexander St., Vancouver, B. C.

FILED BY K. A. Christie

REGISTRATION NUMBER 06552 SEX: Female AGE: 18

OCCUPATION: None

(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: None

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: Located at 320 Alexander St., Vancouver, B. C. Lot 5, Block 40, D. L. 196 "File No. 71125L"

2. BUILDINGS AND OTHER IMPROVEMENTS: 6-room wooden frame dwelling house, wood shed

3. INSURANCE (Give particulars; state where policies are $2,000.00 Sentinel Fire, Vancouver, B. C. #82650 "in possession of mother, Kikuno Noda"

4. TAXES (Amount and where payable) $60.00 payable at City Hall, Van., B. C. Paid for 1942

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

6. OCCUPANCY AND LEASES (If vacant so state) "now occuped by" M. Kasho, $25.00 per month, paid to Apr. 30, 1942 "who will move out May 31/42 and Geo. Dodds 392 Powell Street ~~whe~~ will occupy the house upon payment of water rates and electricity for the duration of the war - owner expects to keep up taxes."

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: in mother's possession, 362 Alexander St., Vancouver, B. C.

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: Located at 362 Alexander St., Vancouver, B. C.
11 - room brick building

2. LANDLORD'S NAME AND ADDRESS: Lives with parents

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None

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:

Located at 320 Alexander St., Vancouver, B. C., & will be left in care there by Mr. Geo Dadds, 392 Powell St., Vancouver, B. C.

5 pce bedstead	1 gas stove	8 chairs	Key given to Geo Dadds
3 pce Chesterfield	1 rug	picture frames	
1 table	1 coal stove	kitchen utensils	
1 safe	2 sofas	"and for his use"	

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 None

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) $100. Victory Bond maturity 1951. on person

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: 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 28th day of March 1942

"EMG" (Signature) D. Kondo"

"D. Smith"
Witness

FOR DEPARTMENTAL USE

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

Feb.22-49 M Wanklee

Attached to 1166 - 9

Inventory of Furniture left
at 320 Alexander Street

Kitchen

2 Deal Tables
Lawn Mower
Small Gas Plate

Office

Kitchen Utensils (stored in cupboard)
Ironing Board

Dining Room

Safe (large, possible 1000 pounds)
Couch
Small Wood Stove

Front Room

Chesterfield with two Chairs
Centre Table
Dressing Table

Hall

Hat Stand
Hall Seat

East Bedroom

Bed and Mattress
Dressing Table
Chesterdrawers

S. W. Bedroom

Bed and Springs

North West Bedroom

Two Beds
Two Springs
Two Mattresses
Couch with Mattress
Vacuum Cleaner
2 Lamp Stands
Two Packing Cases
One Easy Chair

(signed) "George Dodds"

"L Oct. 22/42"

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

Feb. 24, 1949

C. McGlughan

1166 - 10

NAME NODA, Kazue

EXHIBIT No.

DATE ~~Oct 25 1948~~

FILED BY K.A.Christie

REGISTRATION NO. 06552

FILE NO. 8277

The following chattels were sold by public auction at 1047 Seymour St, Vancouver on October 19, 1944

Step ladder	0.50
Basket of sealers	0.10
Sleeve board	0.10
3 small cabinets	$ 1.00
Brass kettle	9.00
lawn mower	27.00
Baskets	1.00
Bowls	3.55
Jardinier	0.95
Jars	1.00
Plant pots	0.45
2 burner gas plate	5.00
Box of cups	1.60
Tea pots	0.90
Decanter	0.75
Rice Bowl	0.35
Electric heater	4.25
Miscellaneous goods and light shade	1.00
Metrenone	2.25
Electric iron	1.60
Glass ware	3.50
Toy horse	2.25
Box of junk	1.70
Xmas decorations	2.60
Miscellaneous cutlery	0.50
Rice bowl	0.60
Box containing plate and forks	1.50

Total Carried forward $ 74.30

~~Less Expenses~~: $

~~Net Proceeds Credited~~: $

~~Members of Custodian Staff Present.~~

~~Extracted from Auctioneering List No.~~

Remarks:

NAME NODA Kazue

REGISTRATION NO. 06552 FILE NO. 8277

The following chattels were sold by public

auction at 1047 Seymour St., Vancouver October 19, 1944

	Brought forward	$ 74.90
Vases		0.75
Dishes		1.25
2 Ornaments		2.20
Tea set		2.00
Crockery		2.30
2 Ornaments		2.10
Ink Stand		1.00
Lacquer ware		2.65
Vases		2.05
Vases		2.50
Dolls		1.00
Tea set		2.00
Plates		1.75
Tray		1.00
Cruet		1.00
Sewing Basket		0.85
Light shades		0.25
Cups and saucers		3.70
Box of cups		5.00
Dishes		2.50
Tins		0.20
Case of powder(talcum)		2.75
Lamp fixture		3.50
Straw hats		0.50
2 Old suit cases		1.00
Gun cleaning rods		0.25
Total	Carried forward	$ 120.95
~~Less Expenses~~		~~$~~
~~Net Proceeds Credited~~		~~$~~

~~Members of Custodian Staff Present.~~

~~Extracted from Auctioneering List No.~~

~~Remarks~~

NAME NODA Kazue

REGISTRATION NO. 06552 FILE NO. 8277

The following chattels were sold by public auction at 1047 Seymour St., Vancouver on October 19k 1944

	Brought forward	$ 120.95
Tools		0.60
Floor polisher		2.00
Tools (garden)		4.05
Miscellaneous		2.30
Rods for drapes		1.00
3 empty drawers		0.55
Display stand		1.25
Child's clothes rack		0.45
2 small H.M.tables		0.10
Small bench		0.35
Small drop leaf table (short legs)		1.00
Wicker Arm Chair		2.00
Cocoa mat		0.65
3 chairs		0.50
2 child's chairs (no backs)		0.25
Old wall clock		1.00
Old bridge Lamp		0.70
Winnipeg Couch		3.75
Bed and coil spring		11.75
Extension couch and mattress		5.00
Small table		0.45
Oak hall seat		2.20
Bamboo stool		0.45
Hall seat		2.00
Chest of drawers		25.00
Vanity and bench		28.00
Total	Carried forward	$ 218.80
~~Less Expenses:~~		$
~~Net Proceeds Credited:~~		$

~~Members of Custodian Staff Present.~~

~~Extracted from Auctioneering List No.~~

~~Remarks:~~

NAME NODA Kazue

REGISTRATION NO. 06552 FILE NO. 8277

The following chattels were sold by public

auction at 1047 Sevmour St.,Vancouver on October 19~~4~~ 1944

Brought foward	$ 218.80
Carved table	2.75
Umbrella stand	0.75
5 piece bedroom suite	76.00
Tri-light lamp	16.00
Dining table and 6 chairs	13.00
Bridge lamp	3.00
End table	1.95
Chesterfield table	8.00
Edn table with shelves	1.65
3 piece chesterfield	25.00
Heater	3.25
Lumber	0.50
3 Crocks	2.95
Basket and plaque	0.60
Ornament	0.70
Coat hangers	0.10

Total			$ 275.00
Less Expenses:	Auctioneer's fee	$37.50	
	Advertising:	11.54	$ 70.04
	Moving	21.00	
Net Proceeds Credited:			$ 304.96

Members of Custodian Staff Present. Mr Smith

Extracted from Auctioneering List No. Vancouver 514

Remarks:

"Original sent Dec 27/1944"

NAME NODA Kazue

REGISTRATION NO. 06552 FILE NO. 8277

The following chattels were sold by public

auction at Vancouver, B.C. on November 28th 1945

Books	$ .50
Jap mandolin etc.	1.25
Carton of Festival goods	2.50
Trunk	2.75

Total			$ 7.00
Less Expenses:	Auctioneer's Fee	$ .70	
	Advertising	.63	$
	Moving	.79	2.12
Net Proceeds Credited:			$ 4.88

Members of Custodian Staff Present. Mr Wills

Extracted from Auctioneering List No. Vancouver 55

Remarks:

NAME NODA Kazue

REGISTRATION NO. 06552 FILE NO. 8277

The following chattels were sold by public auction at Vancouver,B.C. on December 7th, 1945

Charts		$ 1.00
Total		$ 1.00
Less Expenses:	Auctioneer's Fee .10	
	Advertising .04	$ .27
	Moving .13	
Net Proceeds Credited:		$ .73

Members of Custodian Staff Present. Mr Wills

Extracted from Auctioneering List No. Vancouver 56

Remarks:

I hereby certify that the foregoing words (6 pages) are a true copy of the original whereof they purport to be a copy.

February 24th 1949

M. Scott

Attached to Exhibit 1166 - 10

Warehouse .....

Date.....Oct 18,1944.....

FILE NO.....8277.....

NAME.....NODA.....

ADDRESS: .....320.Alexander.St.....

I have examined the undermentioned articles and consider that they have no value.

1 Couch

1 Mattress - No value -

Auctioneer ,....."W.G.Willard".....

The above mentioned articles have been abandoned

..."D.B.Smith".....

[signature]

1166 - 9

EXHIBIT No.

Oct. 25 1948

DATE

FILED BY K. A. Christie

Inventory of Furniture left
at 320 Alexander Street

October 27, 1942

Kitchen:
- S ~~2 Deal Tables~~
- S ~~Lawn Mower~~
- S ~~Small Gas Plate~~

Office:
- S ~~Kitchen Utensils (stored in cupboard)~~
- S ~~Ironing Board~~

Dining Room:
- Safe (large - possible 1000 lbs.)m "sold - see 9-10-44"
- S ~~Couch~~
- S ~~Small Wood Stove~~

Front Room:
- S ~~Chesterfield with two Chairs~~
- S ~~Centre Table~~
- S ~~Dressing Table~~

Hall:
- S ~~Hat Stand~~
- S ~~Hall Seat~~

East Bedroom:
- Bed and Mattress
- Dressing Table
- Chest-of-drawers

1 bedroom suite sold 18/10/44

S. W. Bedroom:
- S ~~Bed and Springs~~

N. W. Bedroom:
- S ~~Two Beds~~
- S ~~Two Springs~~
- S ~~Two Mattresses~~
- S ~~Couch with Mattress~~
- Vacuum Cleaner
- S ~~2 Lamp Stands~~
- 2 Packing Cases
- S ~~1 Easy Chair~~

S: sold by auction 19/10/44 - Can. 614
This list is very incomplete, for list of items sold see extract above date.

(Signature) "Kazue Noda"

These are all the chattels that I own in the restricted area of British Columbia.

Date "October 20th, 1942"

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

Feb. 24, 1949

C. McGlaughan

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

XCA - 2

EXHIBIT No. 1166-11
DATE Oct 25 1948
FILED BY K. A. Christie

95 A M W8 NL VIA ASH

MINTO MINE BC OCT 12

MR CHARLIE MOORE

392 POWELL STREET VANCOUVER BC

CAN YOU GET A BETTER PRICE ON LAST OFFER NAME YOUR OWN PRICE

ON BEDROOM SUITE IF WANTED.

K NODA

520P

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

February 24, 1949 G. Norrington

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.

390 Powell Street
Sept. 18th.1944

The Custodian Enemy Property
Royal Bank Building
Vancouver.

Dear Sir,

This is to inform you that, acting under instructions received from Mrs K Noda, Minto Mines B C., I have shipped to her from her house at 320 Alexander Street the following goods:-

2 willow cases containing Bed Clothes
1 wooden case containing various sporting goods.
1 Sewing Bench.

Also, acting under same instructions and sanction as to price, I have sold one safe from same address. Enclosed please find Certified Check in the amount of One Hundred and Twenty dollars.

Yours Truly,

"W.C. MOORE"

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

February 24, 1949. G. Norrington .....

File No. 8277 -- SUMMARY --- January 9th, 1947

-- REAL ESTATE -- Reg. No. 06552

EXHIBIT No. 1166-12
DATE Oct 25 1948
FILED BY K. A. Christie

Catalogue No: 5

Japanese Name: Kazue NODA (Miss)

Civic Address: 320 Alexander Street, Vancouver, B.C.

Legal Description: Lot 5, Block 40, District Lot 196, Plan 196, Vancouver, B.C.

Classification: Dwelling,

- - - - - - - - - - -

Registered in the name of: Kazue NODA (spinster)

Title: clear

Sold to: Sophia Horner(widow) for $1,000.00 Cash as August 9th, 1944.

Title delivered to: Sophia Horner as November 23, 1944. Certificate No. 110055-L. Adjustments completed.

Funds released to account of: Kazue NODA as November 18, 1944.

Chattels: Not involved.

Fire Insurance:
Building - Transferred to New Owner.

Remarks: These premises were placed in charge of Macaulay, Nicolls, Maitland & Co. Ltd., Agents, and as per arrangements by Miss NODA were occupied by George Dodds as from Sept. 12, 1942. No rental was to be paid by Dodds except water and Electric rates for the duration of the War, the owner agreeing to keep Real Property taxes paid. This arrangement was carried out and when property was sold Mr. Dodds moved out, as indicated in memo Oct. 5/44 (Milsom).
The property is reported by the Agents as June 1, 1942 as consisting of an old 7 room dwelling with no bath or basement. However the file does not indicate any upkeep charges and no revenue received for reason noted above.
No unusual attention was required in the administration.

Assessed Value 1944 -

Land -	$750.00
Improvements -	700.00

(over)

SUMMARY - REAL ESTATE - continued.
Remarks:

Appraisal - $1000.00 (Reeve)
" 800.00 (Pembertons)

Sale Price - 1000.00

The above Summary is certified to be in accordance with the information on file, January 9th, 1947.

"B.R. DUSENBURY"
B.R. Dusenbury
Office of the Custodian.

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

February 24, 1949. G. Berrington

-- SUMMARY --- January 9th, 1947

File No. 8277

-- PERSONAL PROPERTY--

Re: Kazue NODA,
Reg. No. 06552

CHATTELS: See Chattels Schedule.
It appears that the Furniture and Personal Effects indicated in the file have been disposed of - by Auction.
" private sale
" abandonment (Oct. 18/44)
" shipment to her.

The total from sales as per Accounting Statements on file- is made up as follows:-

Sale of Safe -	$120.00	
" " bedroom suite -	110.00	
Auction Sale #514 -	304.96	
		$534.96

To these are added -

Auction #55 -	4.88	
and " #56	.73	& $5.61

All of $534.96 was forwarded to NODA as per our letter December 28,1944

ACCOUNTS RECEIVABLE On Page 3 of registration of Kazue NODA dated May 9th, 1942 is recorded under "Moneys owing to you" the following:-

"By M. Kasho, 320 Alexander St., Van.B.C. $25.00 rent (for month) of May)

Considerable correspondence in regard to this item is shown on the file and finalized by Ross & Sons' letter February 10/44 and our letter to Kazue NODA as February 11/44, establishing the claim as $15.00. Balance of March 1942 rent as against J. KASHO CO.LTD. However, no answer to our letter of February 11/44 to Kazue NODA appears on the file. Kazue NODA in letter January 29/44 says "property on 320 was rented to J. Kasho Co." and "J. Kasho & Co. paid the rent". No settlement of account appears on the file.

LIFE INSURANCE: Under this headline on Page 3 of registration of Kazue NODA dated May 9 1942 is recorded,:-

"$2,000.00 Investors Syndicate of Canada Ltd.Vancouver, B.C.#2444. Policy in possession of mother.

As this did not vest in the Custodian, no action was taken by this office in respect to same.

SPECIFIED ARTICLES: No Cameras, radios, Fire Arms or Vessels are revealed in the registration or the file.

No other Personal Property of Kazue NODA is revealed on the file.

(over)

SUMMARY - PERSONAL PROPERTY - continued. File No. 8277

The above Summary is certified to be in accordance with the information on file, January 9th, 1947.

"B.R. BUSENBURY"
B.R. Dusenbury,
Office of the Custodian.

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

February 24, 1949. G. Norrington

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 8277 EXHIBIT No.

NAME (Miss) Kazue NODA -1- REG. No. 06552

DATE	INVENTORY	DETAILS OF CLAIM		SALES AUCTION	SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION May 9/42 EVACUATION May 11/42	TAKEN BY DATE Oct. 27/42						
Located at 320 Alexander St. Vancouver, B.C. & will be left in care there by Mr. Geo.Dodds, 392 Powell St., Vancouver, B.C.	Signed by George Dodds, tenant, 320 Alexander St., Vancouver, B.C. and by Kazue NODA as follows:-	Itemized personal property attached to claim showing total of $1356.93 after deduction by Claimant of "amount credited by Custodian". Gross amount as list $1668.50 as follows:-					
5 pce bedstead 1 Gas stove 8 chairs	Inventory of Furniture left at 320 Alexander Street,						
Key given to Geo. Dodds	Kitchen: 2 Deal Tables Lawn Mower Small Gas Plate	Step ladder	1.00	.50			
		Basket of Sealers	1.00	.10			
		Sleeve Board	1.50	.10			
3 pce Chesterfield 1 Rug		3 Small Cabinets	10.00	1.00			
Picture frames		Brass kettle	16.00	9.00			
1 Table	Office: Kitchen utensils (stored in cupboard)	Lawn Mower	27.00	27.00			
1 Coal stove	Ironing Board	Baskets	2.00	1.00			
Kitchen utensils		Bowls	15.00	3.55			
1 Safe	Dining Room: Safe(large) possible 1000 lbs)	Jardinier	2.00	.95			
2 Sofas and for his use".		Jars	5.00	1.00			
		Plant pots	3.00	.45			
	Couch	2 Burner Gas Plate	15.00	5.00			
	Small wood stove	Box of cups	7.50	1.60			
		tea pots	6.00	.90			
	Front Room:- Chesterfield with two chairs,	Decanter	2.00	.75			
		Rice bowl	1.00	.35			
	Centre table	Electric heater	12.00	4.25			
	Dressing table	miscellaneous & light shade	3.00	1.00			
		Metronome	6.00	2.25			
	Hall: Hat Stand	Electric iron	8.00	1.60			
	Hall Seat	Glassware	9.00	3.50			
		tay horse	5.00	2.25			
	East Bedroom:- Bed &	box of junk	4.00	1.70			
	Mattress	Xmas decorations	6.00	2.60			
	Dressing table	miscellaneous cutlery	2.00	.50			
	Chest of drawers	rice bowl	2.50	.60			
		Box of plates & forks	10.00	1.40			
	N.W. Bedroom: Two beds	Vases	3.00	.75			
	Two springs	Dishes	8.00	1.25			
	Two mattresses	2 Ornaments	7.00	2.20			
	Couch with mattress	Tea set	18.00	2.00			
	Vacuum Cleaner	Crockery	5.00	2.30			
	2 Lamp Stands	2 Ornaments	12.00	2.10			
	2 Packing Cases	Ink Stand	5.00	1.00			
	1 Easy chair	Lacquer vase	8.00	2.65			
		Vases	10.00	2.05			
	S.W. Bedroom:	Vases	10.00	2.50			
	Bed and springs	dolls	6.00	1.00			
		Tea set	20.00	2.00			
		Plates	10.00	1.75			
		Tray	18.00	1.00			
		Cruet	3.00	1.00			
		Sewing basket	2.00	.85			
		Light shades	5.00	.25			
		Cups and saucers	9.00	3.70			
		Box of cups	15.00	5.00			
		Dishes	10.00	2.50			
		Tins	1.00	.20			
		case of talcum powder	8.00	2.75			
		Lamp fixture	13.00	3.50			
		straw hats	1.00	.50			
		2 Suit cases	5.00	1.00			
		gun cleaning rods	1.00	.25			
		tools	2.00	.60			
		Floor polisher	6.00	2.00			
		tools (garden)	12.00	4.05			
		Miscellaneous	6.00	2 .30			
		rods for drapes	3.00	1.00			
			424 50	130 90			

No. 06552 FILLED BY K A Christie VENUE TORONTO

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD		REMARKS
ON	TENDER &c								
.50									
.10									
.10									
1.00									
9.00									
7.00									
1.00									
3.55									
.95									
1.00									
.45									
5.00									
1.60									
.90									
.75									
.35									
4.25									
1.00									
2.25									
1.60									
3.50									
2.25									
1.70									
2.60									
.50									
.60									
1.40									
.75									
1.25									
2.20									
2.00									
2.30									
2.10									
1.00									
2.65									
2.05									
2.50									
1.00									
2.00									
1.75									
1.00									
1.00									
.85									
.25									
3.70									
5.00									
2.50									
.20									
2.75									
3.50									
.50									
1.00									
.25									
.60									
2.00									
4.05									
.30									
1.00									
90									

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 8277 EXHIBIT No.

NAME (Miss) Kazue NODA -2- REG. No. 06552

DATE	INVENTORY	DETAILS OF CLAIM		SALES AUCTION	SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO
DECLARATION May 9/42	TAKEN BY							
EVACUATION May 11/42	DATE							
			4~4 50	13090				
		3 empty drawers	3.00	.55				
		Display stand	6.00	1.25				
		child's clothes rack	2.00	.45				
		2 H.M. tables	4.00	.10				
		Small bench	1.00	.35				
		Drop leaf table	4.00	1.00				
		Wicker arm chair	20.00	2.00				
		cocoa mat	3.00	.65				
		3 Chairs	4.50	.50				
		2 child's chair	1.00	.25				
		Old Wall clock	3.00	1.00				
		Old Bridge lamp	3.00	.70				
		Winnipeg couch	18.00	3.75				
		Bed & coil spring	30.00	11.75				
		Ext. couch & mattress	15.00	5.00				
		Small table	3.00	.45				
		Oak hall seat	6.00	2.20				
		Bamboo stool	1.00	.45				
		Hall seat	6.00	2.00				
		chest of drawers	65.00	25.50				
		vanity & bench	71.00	28.00				
		carved table	8.00	2.75				
		Umbrella stand	6.00	.75				
		5 piece bedroom suite	350.00	76.00				
		tri-light lamp	25.00	16.00				
		dining-table & 6 chairs	40.00	13.00				
		Bridge lamp	6.00	3.00				
		End table	15.00	1.95				
		Chesterfield table	25.00	8.00				
		End table with shelves	5.00	1.65				
		3 piece chesterfield	300.00	25.00				
		heater	11.00	3.25				
		lumber	6.00	.50				
		3 crocks	8.00	2.95				
		basket & plaque	2.00	.60				
		ornament	1.50	.70				
		coat hangers	1.00	.10				
		dinner set for 6	110.00					
		japanese mandolin	35.00	1.25				
		books etc.)						
		carton festival goods)	7.00	3.00				
		trunk	10.00	2.75				
		charts	3.00	1.00				
		Grand total of Personal Property Claim -	$1668.50	383.00				

RECAP:

Japanese Claim	1558.50	Sold for -	383.00	at Auction as shown
" "	110.00	no record at any time		
Grand total of Personal Property Claim	$ 1668.50			

1175 50
110

No. 8277 EXHIBIT No. CASE No.

. No. 06552 VENUE TORONTO

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD		REMARKS
TION	TENDER &c								
3090									
.55									
1.25									
.45									
.10									
.35									
1.00									
2.00									
.65									
.50									
.25									
1.00									
.70									
3.75									
11.75									
5.00									
.45									
2.20									
.45									
2.00									
25.50									
28.00									
2.75									
.75									
76.00									
16.00									
13.00									
3.00									
1.95									
8.00									
1.65									
25.00									
3.25									
.50									
2.95									
.60									
.70									
.10									
				110.00					
1.25									
3.00									
2.75									
1.00									
383.00				$ 110.00					

Sold for - 383.00 at Auction as shown on Auction sheets

no record at any time

1175 50
110