Name of Claimant MORIYAMA, Fred

Case 1237 & 1237 A

Custodian File 5112

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	
		SOLD BY AGENT									.00

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

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

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

TOTAL RECOMMENDATION	.00

CASE NO: 1237

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

November 11, 1948.

IN THE MATTER OF THE CLAIM OF

FRED MORIYAMA

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,

November 11, 1948.

IN THE MATTER OF THE CLAIM OF

FRED MORIYAMA

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.
J. B. McGREGOR, ESQ.,	Official Reporter.

FRED MORIYAMA, the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BEST:

Q. Is that your signature?

A. Yes, it is.

Q. Was that form prepared upon your instructions?

A. Yes.

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

(REAL ESTATE OTHER THAN FARMLAND CLAIM FORM MARKED EXHIBIT NO. 1)

Q. Now, I understand that you owned some property, before the evacuation, in Vancouver together with your brother?

A. Yes.

Q. You are Fred, and your brother is Adam?

A. Yes.

Q. Where is your brother now?

A. In Calgary, Alberta.

Q. And I understand it is your intention that you alone are making a claim for this property?

A. Yes.

Q. And it is a matter between your brother and yourself as to what happens to the proceeds, if any?

A. Yes.

Q. Are you actually 50-50 owners?

A. I have the greatest interest in that house; the greatest portion of money paid in.

Q. I don't suppose the Commission is really concerned about that; but you did arrange with your

brother that you would be present and you would make a claim before the Commission?

A. Yes.

Q. Now, this property is at 2356 Kitchener Street, Vancouver? A. Yes.

Q. You paid $3200. for it in 1939?

A. Yes.

Q. And who made these repairs that you have listed in your claim form here -- the basement being repaired?

A. I put in quite a bit of work myself and I got some of my friends to help me, and I had my brother-in-law put in the land because he is a landscape gardener.

Q. Your brother-in-law did all that work?

A. Yes.

Q. And these cement steps from the rear of the home to the garage and so,on, who did that?

A. My brother-in-law did that but I had to pay for material and things like that.

Q. What exactly was involved in repairing the basement -- you have the basement repaired and a new sawdust bin installed at a cost of $600. -- what exactly was done?

A. It was leaking from the side and we had to go along and put a new wall in to keep the water and everything out.

Q. This was a regular basement with a cement wall all around and underneath the house?

A. Yes.

F. Moriyama,
In chf.

Q. And a cement floor in the basement?

A. Oh yes.

Q. And a regular drain?

A. Yes; we had to clean out the drain and everything too -- it was plugged up once.

Q. In your case there seems to be some question as to just when this property was handed over to the Custodian. When were you evacuated?

A. I couldn't tell you the exact date but some time in the early part of March, 1942. I think it was March 2nd. I have still got this paper at home from the Security Commission stating we were evacuated and must get out of Vancouver within 24 hours.

Q. That is the notice you received from the Security Commission of British Columbia?

A. Yes.

Q. And you say they gave you just 24 hours to leave Vancouver? A. Yes.

Q. And did your whole family leave at that time? A. Yes.

Q. What arrangement was made about this house? A. We houldn't hardly make any arrangement; we had to pack up all our things, furniture and things, and 24 hours notice wasn't much. We wanted to get out and be self-supporting rather than go to different camps.

Q. You left then, when you received this notice, and where did you go?

A. Keefers, B.C.

Q. Where did the rest of the family go?

A. Keefers, B.C.

Q. I understand that you made some arrangement then with a firm called Horne, Taylor Company, to look after this house, did you?

A. Yes, we had to have somebody look after the place.

Q. When you received notice to get out, did you receive any notice that the Custodian would look after your property, and you turned the key of the house over to him?

A. Well, in fact we didn't turn in the key; we told them to rent the place.

Q. Just a minute -- I am not speaking of Horne-Taylor, I am speaking of the Custodian's Office; did you receive any notice when you got a notice from the British Columbia Security Commission to get out, did you receive any other notice saying you should make a disclosure of your property to the Custodian's Office,

A. No, we didn't get it at that time. It was in the hands of the Custodian -- they handled most of the cases.

Q. You had arranged with Horne-Taylor, as your agents, to look after this property?

A. Yes.

Q. And what was your explanation as to what happensed to the property -- was it to be rented or sold or left to their discretion?

A. I more or less told them to look after it and if it was rented, later on I might be able to get back to Vancouver and look after the property. That is one of the reasons I wanted to keep it.

Q. Did you authorize them specifically to sell this property for you?

A. I told them to rent it. Later on I received information the property was broken into and that it was getting damaged and deteriorating; therefore they persuaded me to sell it.

Q. What you are saying is that from March until the property was sold on the 10th of July, 1942, they failed to rent it during that length of time?

A. I couldn't tellyou that, they didn't rent it as far as I know, but I wasn't in the protected area to see that. I don't know if they rented it.

Q. I understand they wrote you a letter telling you they had not rented it, saying the property had been broken into and they urged you to sell it?

A. I have to take their word for that.

Q. Were you in the protected area from March until July?

A. No. I asked the Security Commission to allow me a permit to go back to see the property but the answer was definitely no.

Q. You said a while ago that the Custodian took this property over. I presume what you mean is that Horne-Taylor applied to the Custodian and got the Custodian's consent to look after this property after you had left?

A. That is what they told me. At the time it was sold the Custodian had the law in their hands and everything had to be turned over to them.

Q. When the property was sold what happened to the money?

A. The Custodian took it,

Q. It was held in your account?

A. Yes.

Q. Was it all sent to you at one time?

A. No, it was not. It was sent in little small chunks. We had to need the money because we were self-supporting and we didn't get the money until we was broke.

Q. You were one of the persons that left very early and you were self-supporting so that you were not in a regular camp?

A. No, we didn't want the Government to put out expenses for us, we wanted to get out and work our own way through. We got into the interior of British Columbia and couldn't get a decent job. We had to eat -- we didn't have any other choice.

A. You say that is the reason you finally gave consent? A. With the pressure on what other choice have I got.

Q. I believe that you were offered something for this house yourself at the time you left?

A. Yes.

Q. How much were you offered?

A. $2300. cash and I didn't want it.

Q. Who offered you $2300. cash?

A. In fact Horne-Taylor offered me that once himself and two or three other fellows in our neighbourhood. It was the same day we were packing up our things. I said I couldn't help it, we had to leave, and there happened to be some friends wanted to buy it for $2300. I thought it was worth more than that. I didn't want to sell it. I wanted to go back there, being Canadian born.

THE SUB-COMMISSIONER: Have you a personal claim too?

MR. BEST: Your honour, we have, but there is some doubt about the action from a purely legal standpoint, as to whose name the chattel mortgage was registered in. I think it was actually in the name of the claimant's mother, and what I intended to do, with your consent and with the consent of Mr. Christie, was to have the claiment go out and get his mother and have her down here and we could finish up this personal chattels claim this morning.

THE SUB -COMMISSIONER: It is really in her name?

MR. BEST: I think the mortgage is registered in her name, and unless my friend is prepared to accept the evidence of the son --

THE SUB-COMMISSIONER: Would you rather have the mother here, Mr. Christie?

MR. CHRISTIE: I don't know what the evidence is. There is quite a bit a doubt about this fishing vessel, and I think I would prefer to have the mother

here.

CROSS EXAMINATION BY MR. CHRISTIE:

Q. I am showing you a J.P. Form, dated the 27th of July, 1942; is that your signature?

A. Yes.

Q. I note that you didn't fill that in at all as far as filling in your real and personal property. Was there any reason for that?

MR. BEST: That was after the real property was sold.

(J.P. FORM MARKED EXHIBIT NO. 2)

MR. CHRISTIE: I amasking you why you didn't put in any personal property or real property if you had any, on the J.P. Form?

A. We understood the Custodian was looking after it and whatever steps had to be taken to fill it in, the Custodian could fill it out themselves.

Q. I am ahowing you a letter dated April 8th, from Keefers, B.C. Is that your signature?

A. Yes.

Q. Whose other signature is that?

A. My brother's. Can I read this?

Q. Please answer my question; I am just asking you whose signatures those are?

A. Mine and my brother's.

Q. Now, just answer the questions please.

(LETTER ABOVE REFERRED TO MARKED EXHIBIT 3)

Q. This is a letter dated April 8th, 1942, and is signed by the claimant and the claimant's brother.

The letter is addressed to the Japanese Custodian Office, Vancouver, B.C., and reads as follows:

"We have a property on 2356 Kitchener Street, Vancouver, B.C. under the sale and care of Horne and Taylor 817 Pender Street. We would very much like to leave this under the management of the above company but being out of the protected area, we would also like to put it under the Custodian Office for our insurance until the sale of house is made.

Please advise me if this can be done or would we have to make other arrangements before asking you to guard the property?"

In the same exhibit I would file a letter dated March 25th, 1942, addressed to the Custodian and is from Horne, Taylor & Company Limited. It says:

"Frederick Kingo Moriyama and Adam Keyoto Moriyama who have an equity in the above property, have appointed us their agents to either sell or rent same as we may see fit. They received notice yesterday to leave this morning for a farm that they own in the Caribou District and before going away gave us the above authority subject to any Government regulations that may have to be complied with.

We are, therefore, writing you regarding this and would appreciate your advising us if

TRANSCRIPTION BY MEMBER

F. Moriyama,
cr. ex.

"it is in order for us to proceed with the matter."

Q. Is it true that prior to this letter of March 25th, you gave Horne & Taylor the authority mentioned in this letter?

A. Yes, I told them to rent it.

Q. This letter says you have appointed them your agents to either rent or sell; is that correct?

A. I told them to rent it.

Q. You are not answering my question. I am asking you is this correct, you gave them authority to either sell or rent?

A. Yes.

Q. Then there is a letter from Horne & Taylor which I will put in the same exhibit, to C. L. Drewry, of the Custodian's Office, dated April 30th, 1942. It states:

"Please accept our thanks for your letter of the 25th inst. regarding the above noted Japanese. The writer was in your office this afternoon and understands from your secretary that you have sent the necessary forms to these people for signature.
We have at the present an offer on their property (2356 Kitchener Street) and we are waiting to hear from them as to whether the price etc. is satisfactory. In any case, as pointed out to your secretary, we will do nothing without communicating with

"you further."

Q. Now, did Horne & Taylor write to you telling you that they had an offer for your place and asking you whether the price was satisfactory or not?

A. Yes, they wrote that to us.

Q. They asked you whether the price was satisfactory or not? A. Yes.

Q. What did you tell them?

A. I had no other choice.

Q. Just tell us what you told them. Did you agree to the price?

A. Yes, but there is a clause in there too.

Q. I am reading you a copy of a letter dated April 16th, 1942, addressed to Messrs. Fredric and Adam Moriyama, at Keefers, B.C.

"Thank you very much for your letter of April 8th.

If you will be kind enough to complete, sign and return the two attached copies of Form J.P. and, at the same time, give us a clear indication of your desires in the matter of the sale of your property in Vancouver, together with particulars of your previous address while residing in the protected area, this office will be pleased to do everything within its power to protect your interests."

Did you receive the original of that letter? This is just the office copy.

A. I haven't got a copy of it.

Q. Did you receive the original; this is just the carbon copy. Did you get the original of that letter?

A. I don't know.

Q. Do you know whether or not your brother got it? A. I wouldn't know.

Q. In any event, if you don't know, you wouldn't remember whether you made a reply to the letter, would you?

A. I wouldn't know in that case.

---See Exhibit 3.

Q. I am reading to you another copy of a letter dated July 22nd, 1942:

"Messrs. Horne, Taylor & Co., Ltd., advise us that a sale of your property has been completed under your instructions and they have remitted to us the net proceeds amounting to $1,294.59.

On April 16th last we sent you our registration forms for your completion. We do not appear to have received these back from you. We enclose a further set of these forms and would ask you to kindly fill in same and return to us so that we may be aware of your affairs which are under our control under the regulations."

The rest of the letter isn't pertinent. Do you remember getting the original of that?

A. I don't know, it is such a long time ago.

Q. I will help you. I think this is in reply

to that letter, and is dated July 25th, 1942. Is that your signature there?

A. Yes.

Q. And that is your brother's signature?

A. Yes.

Q. It states:

"Re to sale of 2356 Kitchener Street, Vancouver, B.C. by Messrs. Horne, Taylor & Co. Ltd., 817 Pender Street; having remitted to your office the net proceeds amounting to $1,294.59.

Since the sale of our house, we have no property in the protected area, consequently we have not filled in the "Statement of all Real Property"; should you require this re our house on Kitchener Street, we will gladly do so.

At present, we are both unemployed and would be grateful to acknowledge all the sum of $1,294.59 or part of it to help us establish the homestead here at Keefers, B.C. We have also been advised to seek employment harvesting grain on the prairies which the necessity for fare is needed. Meantime, the support of an aged mother must be properly cared by us.

We are uncertain if we have given you all necessary information, however, if you will state so, we will gladly answer you further."

Q. I am putting all these letters in the same exhibit.

Now, at no time in your correspondence did you ever intimate to the Custodian that Horne & Taylor were not carrying out your instructions fully?

A. What do you mean by that?

Q. You told my friend a minute ago they seemed to be putting pressure on you and you were forced to sell this property. Did you complain of that to the Custodian by letter or in any other way at any time?

A. I think we did.

Q. Did you? A. We did.

Q. How did you do it?

A. We wrote a letter I think, but I don't know, it is such a long time ago, and we haven't a copy of it or anything.

Q. When this letter was written to you by the Custodian and mentioned that the sale of your property had been completed by Horne & Taylor under your instructions, why didn't you in your reply object to that to the Custodian?

A. There was no use objecting.

Q. You said awhile ago you thought you objected by letter. When did you object?

A. We objected to the Custodian.

Q. When? A. I wouldn't know the exact date, but we objected at that time when the property was broken into.

Q. About when? A. That is one reason

we had to sell the property.

Q. About when was that?

A. Well, we will say June.

Q. What year? A. 1942.

Q. This letter is dated July 25th, and the Custodian writes to you and tells you they were advised by Horne & Taylor they had sold the property under your instructions. You replied and didn't make any objection to it. Why didn't you do it in this letter in reply?

A. We figured it was no use at that time.

Q. I thought you just said it was about June you did object?

A. We objected but what is the use. We didn't accomplish anything.

Q. Where were you when you wrote this alleged letter objecting to you being forced to sell the property?

A. At Keefers, B.C.

Q. And what did you say in the letter?

A. Well, we figured --

Q. Don't tell us what you figured. Tell us what you said in the letter to the Custodian?

A. The objection was the property was being broken into.

Q. Did you object in that letter to Horne & Taylor selling the property on your behalf? I thought you told us a while ago you agreed to the price -- was it just to the property being broken into you

objected? A. Yes.

Q. But not to the sale of the property or the price of the property? When you wrote to the Custodian objecting, what was your objection to the price offered?

A. It was the fact that the house was broken into.

Q. And nothing else? A. Yes.

Q. I am filing a letter from Horne & Taylor, dated July 10th, 1942, to the Custodian. It states:

"Further to our letter of the 25th of March we beg to advise you this property has now been sold by the consent of the above men and to their satisfaction. Enclosed herewith please find statement of adjustment together with our cheque for the balance amounting to $1294.59.

In accordance with our Mr. Hurdle's conversation with your office we would be pleased to furnish any further information you require upon request."

I will tender that as part of the same exhibit.

---See Exhibit 3.

There is a statement of adjustments by Horne & Payne, Limited, dated June 13th, 1942. That may also be filed as part of the same exhibit.

---See Exhibit 3.

RE EXAMINATION BY MR. BEST:

Q. Incidentally this place that you went to at Keefer's B.C., was that a farm that your family owned? A. Yes.

Q. How many letters did Horne, Taylor write direct to you about the sale of this property, do you remember?

A. I just couldn't remember how many but there was quite a few letters.

Q. I take it that you replied to them, did you? A. We replied to all the letters.

Q. Were all the letters suggesting that the property be sold or explaining why the property had not been rented? You told Mr. Christie you wrote a letter to the Custodian objecting to the fact that this property had been broken into. I suppose Horne, Taylor notified you?

A. Yes, we had quite a few letters telling us the property was damaged and that things were disappearing.

Q. From Horne, Taylor? A. Yes.

Q. After you had left did you ever give them any specific instructions to rent the property rather than sell it. Did you tell them the solution to this whole thing was to get somebody in and rent it, or did you say go ahead and sell it?

A. We wanted somebody to look after it so it wouldn't be damaged and nobody will take all our plumbing and things away but Horne & Payne wrote us and told us the place was being broken into and

things were being taken away.

Q. Was that when you decided to sell or not?

A. I figured we could hang on but when they told us the only thing to do was to sell it, I thought they were putting the pressure on too hard and there was no other choice.

Q. You mean Horne-Taylor of course?

A. Yes, but we didn't know the Custodian was going to come in on that.

Q. Now, you have already told my friend that you authorized them to sell as well as to rent. Did you get a copy of this authorization that you gave to Horne, Taylor?

A. What was that?

Q. When you left, you told Mr. Christie, and according to the letter that Horne, Taylor wrote to the Custodian, they were authorized by you to rent or sell your property. Was that authorization given in writing or was it purely verbal instructions you gave them? A. I think it was in writing, but the main point was we wanted to rent the property to have somebody look after it.

Q. What you say is that you think it was in writing but you are not sure whether they gave you a form of authorization or whether you wrote them a letter saying you were appointing them agents or whether you merely said to one of the members of this firm they could sell it or rent it?

MR. CHRISTIE: Your honour, he said he gave it

in writing. There is no suggestion he made it verbally.

MR. BEST: All right; you said you thought it was in writing. Of course they will have that letter, and apparently the Custodian hasn't got the letter, and that is why I am asking you whether you wrote a letter or whether it was a typewritten form or a printed form that Horne, Taylor gave you?

A. It was such a long time ago I wouldn't know.

(PERSONAL PROPERTY SUMMARY MARKED EXHIBIT NO. 4)

MR. CHRISTIE: It is submitted, your honour, that the claimant, Frederic Moriyama, appointed Homne, Taylor, Limited, his agent to sell this property and he was satisfied with the price he received at the sale.

MR. BEST: My friend insists on the mother coming down and I quite agree that technically she should sign the form and I want to apologide because it was so late we actually discovered the exact nature of this thing because up to this date we had understood that this man was the beneficial owner. Now it appears obviously he isn't. It was my impression the mother as well as the father had died. However, the son does know more about it than the mother.

THE SUB-COMMISSIONER: Why not follow the original suggestion and go out and have his mother come in.

MR. CHRISTIE: My position is this; they have

had the original file pretty nearly two months and all the evidence in the file is that this bill of sale or chattel mortgage was made in the name of the mother.

THE SUB-COMMISSIONER: If she can be brought in this morning we will hear her evidence and dispose of the personal property at that time.

THE CLAIMANT: Your honour, can I say a few words about this property?

THE SUB-COMMISSIONER: What do you want to say?

THE CLAIMANT: I wanted to say the main point on my selling this property was the pressure put on me and at that time there were so many different laws we had no other choice but to sell it.

THE SUB-COMMISSIONER: Who put the pressure on you?

THE CLAIMANT: The laws were changed and we had to eat, we weren't getting any other support.

THE SUB-COMMISSIONER: You said you had to sell it. Who put the pressure on you?

THE CLAIMANT: More or less Horne & Taylor as well as the Custodian and the different laws.

THE SUB-COMMISSIONER: Horne & Taylor said they advised you to sell it because it was being broken into. What pressure did the Custodian put on you?

THE CLAIMANT: Do you mean the Government?

THE SUB-COMMISSIONER: The Custodian or the Government; what pressure did they put on you?

THE CLAIMANT: Different restrictions.

THE SUB-COMMISSIONER: What restrictions?

THE CLAIMANT: We couldn't live in the protected area and nobody was looking after our property, and another point, they didn't look after our property.

THE SUB-COMMISSIONER: All right, the property was being damaged and that is the reason you sold it. Now, is there anything more than that?

THE CLAIMANT: Yes, we should have got some sort of inkling of the conditions in the interior of British Columbia. We couldn't get jobs there.

THE SUB-COMMISSIONER: You mean you had to sell it because you had no income and you needed the money?

THE CLAIMANT: Yes, and there must have been half a dozen sets of laws against us.

THE SUB-COMMISSIONER: I am not here to argue against the laws. I am asking you what restrictions there were you objected to. Do not argue with me, tell me what the restrictions were.

THE CLAIMANT: For some reason we couldn't get the same job as anybody else.

THE SUB-COMMISSIONER: Could you get any jobs?

THE CLAIMANT: We could get some jobs.

THE SUB-COMMISSIONER: And what was your objection to the jobs you could get. What was your objections?

THE CLAIMANT: They weren't paying enough and it was seasonal work.

(Discussion)

THE SUB-COMMISSIONER: Do you mean you couldn't get any work at all?

THE CLAIMANT: That is just about it, and another thing there was laws against us taking good jobs.

THE SUB-COMMISSIONER: Could you have got work if you had wanted to?

THE CLAIMANT: Sure, you could work for nothing.

THE SUB-COMMISSIONER: Do you mean you couldn't get work without working for nothing?

THE CLAIMANT: We could get it but we wouldn't have a decent wage.

THE SUB-COMMISSIONER: What do you mean by a decent wage?

THE CLAIMANT: Like the railroads -- they barred us going into other jobs.

THE SUB-COMMISSIONER: Tell me, what wages could you have gotten?

THE CLAIMANT: I don't know.

THE SUB-COMMISSIONER: Didn't you make any effort to get a job?

THE CLAIMANT: I certainly did; the thing is this, you have to move out of British Columbia to get a job.

THE SUB-COMMISSIONER: All right, could you have gotten a job by moving out of British Columbia?

THE CLAIMANT: I wanted to hang onto that property; that is the reason I hung around.

THE SUB-COMMISSIONER: You couldn't get a job

(Discussion)

in British Columbia?

THE CLAIMANT: We got a job but it wasn't a very good job.

THE SUB-COMMISSIONER: What wages did you get?

THE CLAIMANT: Say 50 cents to 55 cents an hour, but that is just part time.

THE SUB-COMMISSIONER: Is there anything more you want to say?

THE CLAIMANT: I wanted to say it was on account of the pressure I had no other choice but sell it and the Government should look into that and compensate us.

THE SUB-COMMISSIONER: I want you to give me any facts; is there anything more you want to tell me.

THE CLAIMANT: I think that is about all.

(PROCEEDINGS ADJOURNED SINE DIE)

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

J. B. McGregor,
Official Reporter.

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

M. A. Miller,
Deputy Commissioner.

DEC - 8 1947

Case no 1257

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

5117

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

(1) NAME MORIYAMA (Print) Surname FRED Given Name (RCMP) Reg. No. 00928

(2) Pre-Evacuation Address 2356 Kitchener St. Vancouver BC

(3) Present Address 379 King St W. Toronto

(4) REAL ESTATE

(a) Street Address (if any) 2356 Kitchener St. Vancouver B.C. City or Municipality, Province

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

not available

Preview

(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.) sole beneficial owner

(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) - $ 4400
(v) Amount at which Custodian sold property and credited your account - - $ 3000

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 1400

(5) PERSONAL PROPERTY

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

(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") _____

_____

_____

(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 $_____

TOTAL CLAIM FOR PROPERTY LOSS $_____

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) - $ 1400

(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)
of)
TO WIT:)

I, F. Moriyama 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.) F. Moriyama
this 28th day of November)
A.D. 1947. F A Brewin) 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.

_____

_____

_____

_____

MORIYAMA Adam.
MORIYAMA Fred
(Claimant's Name)

REAL ESTATE
(Other than farm)

EXHIBIT No. 1257-1
DATE NOV 11 1948
FILLED BY R.A. Bert
R.A. Christie

00928
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
BUNGALOW (I½ storey)	7	Shakes	Residence	50x50 approx	I939	

Type of Locality	Cost Price	Improvements made by Claimant		Estimated Value Date of Sale
Residential	$3200	I940- Basement repairedand new sawdust bin installed-	$600.00	$4400.00
		-Cement steps from rear of home to Garage -	$300.00	
		-New lawn in front and back of home with flower garden	$300.00	

Comments re upkeep of premises:

Comments re Appraiser's report not covered above:

The reason the claimant gave consent to Horne, Tay;or real estateagents, to sell the property was: (a) the real estate agents failed to rent the premises and sent numerous letters telling the claiment to sell the property. Horne, Taylor told the claimant ,the property was being broken intoand damaged and was deteroirating.

(b) The claimant received no money from the Government for support. He was self supporting This meant he was in needof money and after repeatdd requests to sell the property by Horne,Taylor he was forced to accept. Horne, Taylor reported to the claiment an offer of $3200.00 but the claimant rejected itbecause he had no desire to sell. The The claimant thought that he being a British subject born in Canada . andsupporting himself at the time of evacuation with no Government assistance. that he would be able to return to his home, in a very short time, thus he had no desire at any time to sell his property.

The home was sold to Mr. Patterson for $3000, cash as it stood at that time of sale . The sale was on July IO, I942.From the time of evacuation in March ,I942to July IOth, the home was vacant and the claimant received letters from Horne, Taylor saying that the home had been broken into, damaged had occurred and the home was deteriorating.

SUMMARY

Estimated Value	$4400.00
Sold by Custodian	3000.00
Claim	$ I400.00

Fred Moriyama
Signature

1237

FORM "JP"

FILE No. 1237-2
EXHIBIT No.
DATE Nov. 11/48
FILED BY K.A.Christie

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

NAME: FREDRIC KINGSO MORIYAMA

HOME ADDRESS: KEEFERS, B.C.

REGISTRATION NUMBER 00928 SEX: Male AGE: 23

OCCUPATION: Unemployed (assisting farm.)

(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:

MARRIED? No

NAME OF WIFE OR HUSBAND:

ADDRESS OF WIFE OR HUSBAND:

NAMES OF ANY LIVING CHILDREN:

ADDRESS OF CHILDREN:

AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION:

2. BUILDINGS AND OTHER IMPROVEMENTS:

3. INSURANCE (Give particulars; state where policies are)

4. TAXES (Amount and where payable)

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

6. OCCUPANCY AND LEASES (If vacant so state)

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: .....

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: .....

9. IF FARM LAND STATE CROPS SOWN .....

.....

.....

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: .....

.....

2. LANDLORD'S NAME AND ADDRESS: .....

.....

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: .....

.....

4. STATE WHEREABOUTS OF LEASE: .....

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

.....

.....

.....

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: .....

.....

.....

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

.....

.....

.....

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY .....

.....

.....

FORM "JP" FILE No.....

4. INSURANCE CARRIED ON ABOVE PROPERTY:.....

.....

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS:.....

.....

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

.....

.....

.....

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

.....

.....

8. BANK ACCOUNTS:.....

9. LIFE INSURANCE:.....

.....

10. INTEREST IN ANY ESTATES OR TRUSTS:.....

.....

11. SAFETY DEPOSIT BOX:.....

LIABILITIES:

1. PERSONAL DEBTS:.....

.....

.....

2. TRADE DEBTS:.....

.....

.....

.....

.....

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 27 day of July 1943.2

(Signature) "Fredric K. Moriyama"

"Elsie M. Hannah"
Witness

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
March 14/49 [illegible]

FOR DEPARTMENTAL USE.....

.....

1237-3

EXHIBIT No.

DATE Nov. 11/48

FILED BY K.A.Christie

OFFICE OF THE CUSTODIAN
RECEIVED
APR 11 1942

KEEFERS, B. C.,
April 8th 1942

Japanese Custodian Office,
Vancouver, B. C.

Dear Sirs:

We have a property on 2356 Kitchener Street, Vancouver, B. C. under the sale and care of Horne and Taylor 817 Pender Street.

We would very much like to leave this under the management fo the above company but being out of the Protected area, we would also like to put it under the Custodian Office for our insurance until the sale of house is made.

Please advise me if this can be done or would we have to make other arrangements before asking you to guard the property?

Thanking you,
Yours very truly,

"Fredric Moriyama"
"Adam Moriyama"

Not Reg.
MM:M

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
March 14/49 E. May

1237-3

EXHIBIT No.

DATE Nov. 11/48

FILED BY K.A.Christie

HORNE, TAYLOR & CO. LTD.
Insurance and General Agents

817 West Pender St.
VANCOUVER, B. C.

OFFICE OF THE CUSTODIAN
RECEIVED
MAR 26 1942

check for registration not req'd 27/3/42

March 25, 1942.

Custodian Enemy Alien Property,
506 Royal Bank Building,
675 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Attention: Mr. Drury.

Re: Lot 6, Subdiv. A, Blk. 104, D. L. 264A;
2356 Kitchener Street.

Frederic Kingo Moriyama and Adam Keyoto Moriyama who have an equity in the above property, have appointed us their agents to either sell or rent same as we may see fit. We understand Messrs. Moriyama are Canadian born Japanese. They received notice yesterday to leave this morning for a farm that they own in the Caribou District and before going away gave us the above authority, subject to any Government regulations that may have to be complied with.

We are, therefore, writing you regarding this and would appreciate your advising us if it is in order for us to proceed with the matter.

Yours faithfully,

HORNE, TAYLOR & CO. LTD.

Per "G.E. Hurdle
P."

JSP:B

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
March 14/49 E. May

1237-3

EXHIBIT No.
DATE Nov. 11/48
FILED BY K.A.Christie

5112

HORNEY, TAYLOR & CO. LTD.
Insurance and General Agents

817 West Pender St.
VANCOUVER, B. C.

OFFICE OF THE CUSTODIAN
RECEIVED
MAY 1 1942

April 30, 1942.

C. L. Drewry, Esq.,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Frederic Kingo Moriyama and
Adam Keyoto Moriyama.

Please accept our thanks for your letter of the 25th inst. regarding the above noted Japanese. The writer was in your office this afternoon and understands from your secretary that you have sent the necessary forms to these people for signature.

We have at the present an offer on their property (2356 Kitchener Street) and are waiting to hear from them as to whether the price etc. is satisfactory. In any case, as pointed out to your secretary, we will do nothing without communicating with you further.

Yours faithfully,

HORNE, TAYLOR & CO. LTD.

Per "Signature illegible"

ESK:B

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
March 14/49 L. May

1237-3

EXHIBIT No.

DATE Nov. 11/48

FILED BY K.A.Christie

Copy for Fredric Moriyama

" " Adam Moriyama

April 16, 1942.

Messrs. Fredric and Adam Moriyama,
KEEFERS, B. C.

Gentlemen:

Thank you very much for your letter of April 8th.

If you will be kind enough to complete, sign and return the two attached copies of Form "JP" and, at the same time, give us a clear indication of your desires in the matter of the sale of your property in Vancouver, together with particulars of your previous address while residing in the protected area, this office will be pleased to do everythibg within its power to protect your interest.

Yours truly,

R. P. Alexander,
Assistant Manager.

rpa;bm

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
March 14/49 L. May

1237-3

EXHIBIT No.

DATE Nov. 11/48

FILED BY K.A.Christie

5108 & 5112

July 22, 1942.

Messrs. Fredric and Adam Moriyama,
Keefers, B. C.

Dear Sirs:

Messrs. Horne, Taylor & Co. Ltd., advise us that a sale of your property has been completed under your instructions and they have remitted to us the net proceeds amounting to $1,294.59.

On April 16th last we sent you our registration forms for your completion. We do not appear to have received these back from you. We enclose a further set of these forms and would ask you to kindly fill in same and return to us so that we may be aware of your affairs which are under our control under the regulations.

Kindly advise us on these forms if you have any accounts receivable and also give us a list of any debts which you may owe. We will then be in a better position to attend to your affairs.

Until evacuation is complete, we are keeping all our files open and retaining a credit in any account which is in receipt of funds. At a later date these credit balances will be dealt with and our files closed.

The whole of the $1,294.59 can remain here to your credit if you so wish, or we would be prepared to remit some portion of this at the present time if your registration forms indicate that this might be done.

We shall be glad to hear from you in connection with these matters.

Yours truly,

F. G. Shears,
Assistant Manager.

Encl.
FGS/PMH

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
March 14/49 S. Masy

FILE NO: 5108 & 5112

1237-3

EXHIBIT No

DATE Nov. 11/48

FILED BY K.A.Christie

KEEFERS, B.C.
July 25, 1942

OFFICE OF THE CUSTODIAN
RECEIVED
JUL 28 1942

F. G. Shears,
Assistant Manager,
Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: to sale of 2356 Kitchener Street, Vancouver, B. C. by Messrs. Horne, Taylor & Co. Ltd. 817 Pender Street, having remitted to your office the net procceeds amounting to $1,294.59.

Since the sale of your house, we have no property in the protected area, consequently we have no filled in the "Statement of all real Property"; should you require this re our house on Kitchener Street, we will gladly do so.

At present, we are both unemployed and would be grateful to acknowledge all the sum of $1,294.59 or part of it to help us establish the homestead here at Keefers, B. C. We have also been advised to seek employment harvesting grain on the prairies which the necessity for fare is needed. Meantime, the support of an aged mother must be properly cared by us.

We are uncertain if we have given you all necessary information, however, if you will state so, we will gladly answer you futhur.

Thanking you,
Yours very truly,

"Fredric K. Moriyama"

"Adam K. Moriyama"

FK & AK/MM

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
March 14/49 L. May

1237-3

EXHIBIT No. _____

DATE Nov. 11/48

FILED BY K.A.Christie

HORNE, TAYLOR & CO. LTD.
Insurance and General Agents

817 West Pender St.
VANCOUVER, B. C.

OFFICE OF THE CUSTODIA
RECEIVED
JUL 11 1942

July 10, 1942.

The Custodian,
Japanese Evacuation Section,
Marine Building,
Vancouver, B. C.

Dear Sir:

5112 / 00928 5108 / 02694

-Re- Frederic Kingo Moriyama & Adam Keyoto Moriyama of Keefers, B. C. and Lot 6, Subd. A, Blk. 140, D.L. 264A, Gp. 1, N.W.D., Plan 5712 & 1771: 2356 Kitchener Street.

Further to our letter of the 25th of March we beg to advise you that this property has now been sold by the consent of the above men and to their satisfaction. Enclosed herewith please find statement of adjustment together with our cheque for the balance amounting to $1294.59.

In accordance with our Mr. Hurdle's conversation with your office we would be pleased to furnish any further information you require upon request.

Yours faithfully,

HORNE, TAYLOR & CO. LTD.

Per "Joan S. Purchase"

JSP:B
Encl.

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
March 14/49 E May

EXHIBIT No. 1237-3
DATE Nov. 11/48
FILED BY K.A.Christie

HORNE, TAYLOR & CO. LTD.

June 13, 1942

Frederic K. Moriyama and
Adam Keyoto Moriyama,
KEEFERS, B. C.

-Re- Sale of Lot 6, Subdivision A, Block 140,
D.L. 264A, Gp. 1, N.W.D. Plans 5712-1771:
2356 Kitchener Street, Vancouver, B. C.

Adjustments as at July 1, 1942.

By Sale Price.....			$3,000.00
To Taxes 1942 - $76.04 net. Proportion 6 months.....		$ 38.02	
" Mutual Life Assurance Company of Canada:-			
Principal.....	$1,457.07		
Int. to July 1, 1942.....	55.32		
Deed.....	5.00	1517.39	
" Commission.....		150.00	
" Balance.....		1294.59	
		$3000.00	$3000.00
By Balance.....			$1294.59

NOTE: Water Rates paid to June 30, 1942.

I hereby certify the foregoingwords to be a true copy of the original whereof they purport to be a copy.
March 14/49 L. May

EXHIBIT No. 1237-4
DATE Nov. 11/48
FILED BY K.A.Christie

PERSONAL PROPERTY SUMMARY

File No. 5112

April 10, 1947

Re: Frederic Kingo MORIYAMA, #00928

On July 27, 1942, this man signed a declaration to the Custodian in which he listed no property of any kind. He was evacuated on March 27, 1942, and signed his declaration at Keefers, B. C.

On March 25, 1942, Horne Taylor & Co. Ltd. informed this office that Frederic Kingo MORIYAMA and Adam Keyoto MORIYAMA had an equity in Lot 6, Subdivision A, Block 140, D.L. 264A: 2356 Kitchener Street, and had appointed Horne Taylor & Co. their agents. On June 13, 1942, Horne Taylor & Co. Ltd. forwarded to this office a cheque for $1,294.59, with statement showing the sale price of the property and the various payments made by the company leaving a balance payable to the two MORIYAMA brothers of $1,294.59. These funds were at their request divided equally between the two brothers. At the request of these two men, from their funds were paid the sum of $400.00 to their mother, Mrs. Miki MORIYAMA and the sum of $250.00 to their sister, Miss Mary MORIYAMA. On August 14, 1942, we remitted to Frederic Kingo MORIYAMA the sum of $250.00. After the payments made to his sister and mother, there remained in his account the sum of $72.29 of the funds from the sale of his property. These funds were later remitted to him.

The account of this man was credited with the sum of $4.91 as refund of one per cent wage deductions for the first six months of 1941. These funds were remitted to him.

The account of this man was credited with the sum of $5.79 as refund of National Defence Tax.

The account of this man was credited with the sum of $3.09 in pro rata distribution to creditors of funds in the account of Yasuyo SEKINE, File 9184. MORIYAMA had filed claim for $12.73 against SEKINE, who is a repatriate.

In March, 1943, MORIYAMA in quired if it would be in order for him to dispose of property owned by him at Keefers, B. C. without this being handled by the Custodian. As Keefers, B. C. is outside the protected area, he was informed that this real property did not come under the control of the Custodian.

The firearms listed on the Specified Articles Memorandum were in the custody of the Royal Canadian Mounted Police and did not come under the control of the Custodian.

This file reveals no other property of any kind.

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

"F. Matheson"

April 10, 1947.

/FM

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
March 14/49 F. May