Name of Claimant KAWAI, Isaburo Case 1337

Custodian File Int.796

REAL PROPERTY											
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:		
						% of Total	Amount		% of Total	Amount	
1000.00	50.00 25.06										75.06

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	
			46%	345.00	158.70		911.00	1069.70

TOTAL RECOMMENDATION	1144.76

CASE NO: 1337.

JAPANESE PROPERTY CLAIMS COMMISSION

Montreal, P.Q.,
June 2nd, 1948.

IN THE MATTER OF THE CLAIM OF
ISABURO KAWAI.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 1337.

IN THE MATTER OF THE "INQUIRIES ACT"

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

Montreal, P.Q.,

June 2nd, 1948.

IN THE MATTER OF THE CLAIM OF

ISABURO KAWAII.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
ROGER OUIMET, Esq., K.C.,	appearing for the claimant.

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

MR. OUIMET: The first case we would like to submit to your Lordship is No. 10 on the list, Mr. Isaburo Kawai.

ISABURO KAWAI, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

MR. OUIMET: In this case, my lord, it is a claim both for property, chattels and buildings. The original claim was for $7,413.50 for land and property, but this included a claim of $1600.00 for goodwill. So the original claim must be amended by striking off the sum of $1600.00 which was claimed as goodwill, although it wasn't mentioned but it was part of the original amount of $7,413.50, less the sum of $2,199.92, which is the amount credited by the Custodian, leaving a net of $5,213.58, less the $1600.00 again.

THE COMMISSIONER: That will make it $3613.58, is that correct?

MR. OUIMET: Yes, my lord. Now, we have broken down the chattels or personal chattels claim into two different amounts, one for $412.00 less $9.00 received from the Custodian, leaving a net of $403.00; and the other one for $2,401.50, less $1250.00 , leaving a net of $1151.50. This is for chattels, because Mr. Kawai was a tailor so he is claiming his personal property in his own home as well as the property he had in his tailor shop.

He is also making a claim for $3,000.00 for

the land and buildings.

THE COMMISSIONER: Is that included in the $5,813.50 claim?

MR. OUIMET: Yes, my lord. The original claim includes these amounts.

THE COMMISSIONER: I have your claim noted as $3,613.58 on the real property, and $1,554.50 on the chattels.

MR. OUIMET: Yes, my lord.

DIRECT EXAMINATION BY MR. OUIMET:

Q Mr. Kawai, I understand you are the claimant in this case? A: Yes.

Q Would you look at the personal chattel claim form, apparently bearing your signature?

A Yes.

Q Do you identify your signature?

A Yes.

Q Would you look at the inventory of personal chattels attached to this form and say whether it is correct?

A Yes.

Q Would you file this claim, the personal chattel claim in the sum of $403.00 as Exhibit 1?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

Q Would you look at a second personal chattel claim form apparently bearing your signature to which is attached an inventory of stock?

A At cost price.

Q Do you identify your signature?

A Yes.

Q And do you swear to the truth of the statements and the inventory? A: Yes.

Q Would you file it as Exhibit 2? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 2).

Q Would you look at a real estate claim form apparently bearing your signature and identify your signature and swear to the truth of the statements contained? A: Yes.

Q Would you file this real estate claim for $3000.00 as Exhibit No. 3? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 3).

Q I understand, Mr. Kawai, that you were a tailor?

THE WITNESS: A: Yes.

Q You are not supposed to answer it until the Interpreter has translated my question, and he will translate your answer.

A Yes.

Q Now, Exhibit No. 2 contains an inventory of your stock, does it? A: Yes.

Q Do I understandyou to say that the amounts mentioned on the inventory were cost price amounts?

A Yes, they were.

Q Would you be able to tell his Lordship what percentage should be added to the cost price?

THE COMMISSIONER: For what purpose?

MR. OUIMET: Well, my lord, it seems to me that the fair market value of any property owned by the evacuee at the time of evacuation is not only in the case of a tailor the cost price of the

merchandise, that was in his store, but the cost price plus whatever profit he could have made on the article if he had sold it at that time.

THE COMMISSIONER: So you are seeking to recover on a footing of what he might have realized had he been allowed to continue in business?

MR. OUIMET: Yes, my lord.

THE COMMISSIONER: All right.

MR. OUIMET: Would you repeat the question?

THE COMMISSIONER: Wait one minute. That does not mean very much unless you relate it to the profit. The purpose of adding it is for the purpose of realizing his prospective profit, is that so?

MR. OUIMET: Yes.

MR. HUNTER: My lord, I must object here. I can't see the relefancy of it. It is his labour, surely, which is involved asthe tailor. It wasn't as if he was buying and selling cloth wholesale or selling retail, it is what he does.

THE COMMISSIONER: You can state your objection later. I will hear what he has to say on the subject.

A About 35%.

MR. OUIMET: Q: About 35% on each item mentioned there? A: Yes, on each item.

MR. OUIMET: My lord, I do believe that my learned friend might withdraw his objection if I point out that we are not actually claiming more than the cost price, but I am trying to establish our claim is very reasonable and not exorbitant in claiming the cost price because we could have claimed

35% more. That is the only purpose of my question.

Q May I ask you, Mr. Kawai, was that stock paid for when you had to leave it in Vancouver?

A Yes.

Q And did you feel that $1250.00 for which it was sold represents the fair market value for that stock?

THE COMMISSIONER: That is a matter for me to determine, is it not?

MR. OUIMET: I thought perhaps the witness could express an opinion, but ifyour Lordship feels he shouldn't, I will withdraw the question.

THE COMMISSIONER: I think you are putting him in my chair when you ask that.

MR. OUIMET: Yes, I will withdraw the question.

Q Did you recover any of that stock?

A No.

THE COMMISSIONER: Q: Was your home near Ontario Street on 6th Avenue?

A Near Ontario Street.

MR. OUIMET: Q: Did you give any instructions to anyone for the sale of your goods or the disposal of same?

THE COMMISSIONER: I do not think that question is necessary.

MR. OUIMET: I believe, my lord, learned counsel might bring that question up because there are letters in the file that are letters of protest as to the disposal of the goods for the prices and under the conditions set.

THE COMMISSIONER: What is your suggestion, that he may have authorized the sale himself beforehe left?

MR. OUIMET: He might have, or after he left , too, as happened yesterday when one letter was filed.

THE COMMISSIONER: Q: Put the question. Did he give any instructions to anyone relative to the sale of his goods either before or after he was evacuated?

A No, I didn't, because I intended resuming my business.

MR. OUIMET: My lord, I have here two certified copies of insurance policies taken by the Custodian on the dwelling and the stock.

THE COMMISSIONER: I suppose Government counsel concedes the amount ofinsurance was carried.

MR. HUNTER: They appear to be in order, my lord.

MR. OUIMET: Then may I file those copies?

THE COMMISSIONER: Read into the record what insurance was carried. Government counsel concedes that it was so.

MR. OUIMET: There is an insurance policy expiring on the 25th of November, 1943, dated November 25th, 1942, in the Union Fire Accident and General Insurance Company of Paris, France, for the sum of $2500.00.

THE COMMISSIONER: Covering --?

MR. OUIMET: Covering a stucco frame building.

THE COMMISSIONER: That is the dwelling?

MR. OUIMET: 604 on the south side of Cordova Street East.

THE COMMISSIONER: Wait a minute.

MR. HUNTER: I don't think my learned friend has that right. I think that was covering the merchandise.

THE COMMISSIONER: That is probably covering the merchandise, but his business was on Main Street, not Cordova.

MR. OUIMET: Oh, I am sorry, covering the woolen goods store.

THE COMMISSIONER: On Main Street.

MR. OUIMET: Yes, my lord.

THE COMMISSIONER: Is that covering the dwelling?

MR. OUIMET: 318 Homer Street.

MR. HUNTER: They were at that time left by the claimant in the custody of Kemp & Company~~s~~ Limited, who were on Homer Street.

THE COMMISSIONER: That is on the stock of goods.

MR. OUIMET: On the stock of goods, yes, $2500.00, subject to an 80% code insurance clause.

THE COMMISSIONER: I am not concerned with anything except he carried that much insurance.

MR. OUIMET: Now, an insurance policy, dated December 7th, 1942, in the Federal Fire Insurance Company of Canada for the sum of $1500.00, expiring on the 7th of December, 1945, on his house at 18, South side of East 6th Avenue, Vancouver.

Q Now, about the real estate claim, Mr. Kawai, I understand you are claiming on the property which was mentioned as insured for $1500.00?

A Yes.

Q I also understandthat this property was sold by the Custodian for a thousand dollars?

A Yes.

Q Do I understand that you wish to amend your real estate claim by adding a balance of $2000.00?

THE COMMISSIONER: Is that not all covered by the written documents that have been filed?

MR. OUIMET: Unfortunately the summary wasn't on the statement. We are claiming $3000.00 and it should be only $2000.00 as a balance.

THE COMMISSIONER: Wait a minute, let us understand each other. The claim, I thought, was $3613.58, is that not right?

MR. OUIMET: That is the three exhibits, but I am taking the one exhibit, the real estate, Exhibit No. 3 which does not carry a summary and doesn't mention the fact the property was sold for a thousand dollars. The estimated value was originally $3000.00, if I may write it on Exhibit 3?

THE COMMISSIONER: Yes, please do.

Mr. Hunter, the valuation of the real property is $3000.00, it was sold for $1000.00 and the claim, therefore, is for $2000.00 on the real property.

MR. OUIMET: Instead of $3000.00.

MR. HUNTER: Very good, my lord.

MR. OUIMET: Being the balance. So I come to a total claim, adding the three balances of $3,554.50, my lord.

THE COMMISSIONER: Correct.

MR. OUIMET: Q: Do I take it that that is your claim for the balance owing to you for the fair market value of your property, $3,554.50?

A Yes.

MR. OUIMET: Very well. Thank you, my lord, no more questions.

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

It is submitted that the merchandise or stock-in-trade was sold for its fair market value.

It is submitted that personal chattels, household chattels sold were sold for their fair market values and that claims made for household chattels not sold by the Custodian are exorbitant.

It is submitted that many of the items for which claim is made were not declared and were never found.

I tender the appraisal of Pemberton Realty Corporation, Limited, dated August 18th, 1943. Referring to the property in question, East 6th Avenue, he says:

"This house is in a run down condition. The plaster is badly broken and the tenant has tried to patch it and only made it look worse. Needs new roof. Will have to have a chimney built from the ground to the second storey to meet the present chimney which is on brackets in the upper bedroom. Sometime ago a furnace was installed in this house and the pipes from the furnace leading to the chimney have to pass through the dining room and up through the bedroom on the second floor tok the chimney. This is against city regulations and a great fire hazard.

"Price for cash, subject to existing tenancies, $800.00."

I tender that as Exhibit 4.

(APPRAISAL MARKED EXHIBIT NO. 4).

CROSS-EXAMINATION BY MR. HUNTER:

Q Are these two photographs of your property, witness? A: Yes.

MR. HUNTER: I tender two photographs of the property which have been identified by the witness, one is rather poor, obviously slightly over-exposed, the other is clearer. I put those in as one exhibit.

MR. OUIMET: Might my learned friend mention which one he feels is over-exposed, because it might not be as obvious as all that. It isn't to me, anyway.

THE COMMISSIONER: Mark them "A" and "B", and then you can state your position in regard to the two, Mr. Hunter.

MR. HUNTER: Possibly, in view of the fact it is not clear to my learned friend which is obviously over-exposed, I will detract that statement, my lord. It is quite obvious to me but it may not be obvious to someone else.

MR. OUIMET: I suppose my learned friend may be an expert on photography.

THE COMMISSIONER: These are photos of the dwelling, are they?

MR. HUNTER: Yes, my lord.

(PHOTOGRAPHS MARKED EXHIBIT NO. 5).

MR. HUNTER: I tender a copy of the advertisement in the "Vancouver Daily Province" dated August 28th, 1943, which includes this property in an advertisement for sale by public tender.

(COPY OF ADVERTISEMENT MARKED EXHIBIT NO. 6).

MR. HUNTER: It will be noticed from that advertisement that tenders closed on September 15th, 1943. On September 15th, 1943, a tender for $830.00 was received from Mrs. K.S. Brook through Gordon M. Thompson. This was rejected. On September 4th, one had been received from Edith M. Frith through A.A. Cameron. This was approved by the Advisory Committee and it was accepted.

THE COMMISSIONER: The price being?

MR. HUNTER: A thousand dollars, my lord. It was sold with adjustments as of the 1st of October, 1943.

I would tender the analysis of personal property claim as Exhibit 7.

(ANALMSIS MARKED EXHIBIT NO. 7).

MR. HUNTER: On page 1 of the analysis your Lordship will see the analysis of the fixtures and equipment. On page 2 it deals with the stock-in-trade.

THE COMMISSIONER: I notice a large number of items under the "declared and not found" column of fixtures and equipment. What is the explanation there, Mr. Hunter?

MR. HUNTER: Well, subject to them having been there, my lord, which I suppose we must assume, the explanation is they were largely left in the Japanese school house in Vancouver which was

as your Lordship may recall, broken into on a number of occasions.

THE COMMISSIONER: Yes. Within what length of time did the Custodian send a representative to inventory these goods?

MR. HUNTER: That I can't say, my lord. As your Lordship will realize there have been a few floods out west and our main files haven't arrived yet, and I can't refer to them.

MR. OUIMET: Do I take it, your Lordship, that my learned friend will be able to supply that information later on?

MR. HUNTER: Yes.

THE COMMISSIONER: Oh, ultimately, yes. When the Government's case goes in it will be for Government counsel to adduce evidence on that feature.

MR. HUNTER: Possibly to clear up this matter we might file the J.P. form at this stage.

Q Is that your signature? A: Yes.

Q And is the J.P. form which was drawn up at your request? A: Yes.

Q Is that your wife's signature there (indicating)?

A Yes.

Q Now when I say "there", I am referring to a memorandum on a yellow sheet of paper attached to this J.P. form on which the signature of the wife appears showing that she sold a piano, a carpet, and a vacuum cleaner. Is that your wife's signature on the blue memorandum?

A Yes.

Q And isthat your wife's signature on the second blue memorandum? A: Yes.

Q The first one being dated October 1st, 1942, and the second one July 21st, 1942?

A Yes.

Q And under "statement of personal property owned", is the original statement of personal property which you yourself made?

A Yes. Just the big items alone.

MR. HUNTER: Perhaps my learned friend would be prepared to admit that this is a true copy of the original which has just been identified (producing). I would like to file a copy, my lord, and keep the original on the Custodian's file.

THE COMMISSIONER: Well, perhaps it will give Mr. Ouimet an opportunity to examine it more closely if we leave it until the recess.

MR. OUIMET: It might be, my lord, although I don't think there is any reason for me doubting that it wouldn't be similar to the original.

THE COMMISSIONER: It will save a little time if you did it at recess.

MR. HUNTER: Very good, my lord. I would point out that under the statement of "personal property owned", this man declared one piano, chesterfield, phonograph, Hoover, one large tailor's mirror, one table, two bureaus, one book stand, one show cases, one coal stove, tailor's machine (3), tailor's stock amounting to about $50.00. Counters, one kitchen range, one washing machine,

bedroom furniture, children's bedroom furniture, two dressers, blankets, and clothing, all at 18 East 6th Avenue, Vancouver, B.C;

Under a memorandum which the claimant has stated bears his wife's signature dated June 26th, 1942, a yellow paper, attached to the J.P. form, his wife advised she has sold the piano, carpet, and vacuum cleaner.

Under a memorandum again signed by the wife, dated July 21st, 1942, she says,

"Declarant states that since her husband registered on March 28th, 1942, tax on the property at 18 East 6th Avenue has been paid.

Declarant states that her husband does not wish the house to be rented and wishes the furniture to remain stored in the house.

Declarant states that a letter has been sent to the manager of the Royal Bank of Canada, Main Street and 8th Avenue, requesting him to pay the 1943 tax out of Mrs. Kawai's account."

By a further memorandum dated October 1st, 1942, which the claimant says bears his wife's signature, it says, "When declarant's husband registered, he registered his real property but failed to register the following personal property: One big box", containing, apparently, "one morning coat, 6 frames for suits, two ironing boards, etc., one ladder on top of the box".

It then goes on and lists a box of pictures, one box of lightbulbs, tailoring goods, scissors, one box of new coat hangers, and so on, various tailoring equipment; and down below it says, "These things have been left in the Japanese School at 154 West 5th Avenue". That was the first notification, on October 1st, 1942, my lord, that those were left anywhere.

Then down below it says, "One Singer tailoring sewing machine and certainother things have been left in the kitchen at 18 East 6th Avenue". One 5-piece bedroom suite has been left in the bedroom at 18 East 6th Avenue, andwood and sawdust, ladders (2) have been left in the basement. One store steel net has been placed in front of the door at 18 East 6th Avenue and the key has been given to A.A. Cameron, 2101 Main Street, agent. Declarant also states that it has been settled with Mr. Cameron that her husband's house be rented for $18.00 per month."

THE COMMISSIONER: File the copy in the meantime and if there is any question about it afterwards, counsel will adviseme.

MR. HUNTER: Thank you,my lord. I would tender that as Exhibit 8.

MR. OUIMET: My lord, I believe I will accept the copy.

THE COURT: Very good.

MR. HUNTER: Thank you.

(J.P. FORM MARKED EXHIBIT NO. 8).

THE COMMISSIONER: Just while we are on the subject of those goods and referring particularly to the analysis, Exhibit 7, you observe the notation on the right hand side of the second page relating to the shipment of those goods to the claimant at Tashme and the subsequent sale. Now, it does not appear whether that was a sale authorized by the claimant, or directed by the Custodian.

MR. HUNTER: It will, my lord, after I go through this correspondence.

This is a letter dated October 29th, 1942, my lord, from Kemp & Company Limited to the Custodian, saying,

"This is to advise you Mr. I. Kawai of 2410 Main Street, Vancouver, B.C., left two cases with us before he was sent to Ontario, and asked us to hold them, awaiting his instructions.

"Upon instructions from his wife, Mrs. I. Kawai, these two cases were opened October 21st, just before she went to Tashme, B.C.

"We find there is a certain amount of merchandise we could use, and would be glad to make an appraisal, and submit an offer, if you would be interested."

I would tender that as Exhibit 9.

(LETTER MARKED EXHIBIT NO. 9).

THE COMMISSIONER: Now, might all this correspondence

be filed as one exhibit, Mr. Hunter?

MR. HUNTER: Well, there is a considerable amount of it which I think will be identified by the claimant, my lord.

THE COMMISSIONER: Oh, I see. Very well.

MR. HUNTER: Then there is a letter from the Custodian, or a copy of a letter to the camp Commandant at Angler dated November 3rd, 1942, pointing out they have a letter from Messrs. Kemp & Company Limited as follows and they quote, my lord, the letter which has just been filed as Exhibit 9 and then they say,

> "Will you be kind enough to parade the above-named and ask him if he is interested?",

and the original reply from the internment camp commandant saying,

> "The contents of your letter has been shown to the above internee, and he states that he has no intention to sell the property mentioned in your letter until his return to Vancouver, B. C."

Q Mr. Kawai, were you notified of the contents of t this letter, and does this letter from the Commandant of the internment camp (producing) express your wishes?

THE COMMISSIONER: Just before that question is translated, I wonder if counsel would concede it was shown to him. It will save a good deal of time.

MR. OUIMET: I will, my lord. Of course regularly m the copy ought to be replaced by an original, but

I suppose it has been shown that copies have been filed instead of originals which were not available.

THE COMMISSIONER: That is what we have been doing, unless the original has been lost by the claimant.

MR. OUIMET: This original wasn't sent to the claimant.

THE COMMISSIONER: Oh yes, quite right.

MR. OUIMET: It was sent to the camp Commandment, so probably it isn't available. There is no reason to presume it isn't a true copy.

THE COMMISSIONER: The point I am making is if all this correspondence has to be translated, it is going to take us a long time, and I have no doubt you have already been instructed.

MR. OUIMET: I have seen the correspondence, and I believe if the claimant is asked the general question if he was made aware of the correspondence between these parties he would say yes, and we will admit all the letters as having been received.

THE COMMISSIONER: Suppose you deal with it that way, Mr. Hunter.

MR. HUNTER: Very good, my lord. The next letter is from Kemp & Company, Limited, dated December 21st, 1942, merely referring to --

THE COMMISSIONER: In terms of Mr. Ouimet's suggestion, suppose you put the general question first and then get the witness' answer that he was apprised of this whole matter regarding the prospective sale to Kemp & Company Limited of his woolens.

MR. HUNTER: This situation keeps changing all the time,

my lord.

THE COMMISSIONER: Well perhaps I am not saving time. I may be stretching it out. I will leave it in your hands.

MR. OUIMET: May I state, my lord, it does seem that Mr. Kawai was sent to Ontario and it seems that his wife stayed in Vancouver, and she is the one who corresponded with the different parties, you see, the Custodian, and the people at the camp and Kemp & Company, Limited, so naturally Mr. Kawai might not have a personal first hand knowledge.

THE COMMISSIONER: Is Mrs. Kawai available?

MR. OUIMET: She is not here.

Q Is Mrs. Kawai here? A: No.

Q Where is Mrs. Kawai? A: She is not well. She is ill at the present time.

Q Where is she? A: At home.

Q Here in Montreal? A: Yes.

THE COMMISSIONER: Mr. Hunter, could it not be put in in a general way that there were negotiations between the Custodian, the camp and the claimant's wife which finally had a certain result?

MR. OUIMET: And if he knows about it, he can say so.

MR. HUNTER: These are largely communications to the internment camp, my lord.

THE COMMISSIONER: That is all right if he was apprised of it. However, if you want to spend the next hour having these things translated, it will be your problem, not mine.

MR. HUNTER: I assure you I get no fun out of this at all. I am just wondering if each little block of communication between them couldn't be admitted.

MR. OUIMET: If I only knew what my learned friend intends to prove, I might be in a position to admit all kinds of things that might be favourable to his case and favourable to my own, but I don't know what he wants to prove, or disprove.

MR. HUNTER: I don't want to prove anything particularly, I want to show what happened, and that is this; that these goods were stored with Kemp & Company Limited. The Custodian was notified by Kemp & Company Limited who indicated that having inspected them prior to Mrs. Kawai's evacuation, there were some things there in which they would be interested. They therefore stated that if the claimant was interested in selling, they would take an inventory and make an offer. The claimant refused to sell to Kemp & Company Limited and asked that they be sent to him at the internment camp. They were not sent to him at the internment camp because the commandant of the internment camp refused to permit them to be stored there, that he had enough personal things to look after without having any merchandise or stock-in-trade. Thereupon the claimant suggested that they be sent to his wife at Tashme and they were sent to his wife, and when they got there there was no place for his wife to store them. She had no room for them so the B.C. Security Commission stored them.

In the meantime Kemp & Company insisted they be withdrawn from their storage. They stated they were not providing free storage anylonger and they wanted them out of their place. When it was suggested by the claimant they be sent to Tashme and the B.C. Security Commission provide storage for them, then they obviously got very restive about it themselves and suggested the claimant's wife sell them there, or rather the claimant's wife wished to sell them there but they wouldn't permit such a thing and suggested the Custodian sell them to the B.C. Security Commission, who, in turn, would sell them to various people there. It proved a rather anomalous situation because in view of the fact these were woolen goods and might deteriorate through moths and dampness, the Custodian agreed to this thing but I am not sure he had any authority to do it, because the goods being shippedoutside of the protected area, I am not sure they were vested in the Custodian.

Your Lordship will remember in the original Orders-in-Council vesting these things in the Custodian, it had to be something within the protected area, and these goods having gone outside of the protected area, it is very dubious in my mind whether they were vested legally in the Custodian and whether he had any authority to sell them. The upshot of it all is this, the Custodian took it upon himself to make a

sale to the B.C. Security Commission.

THE COMMISSIONER: That was his decision, whether right or wrong.

MR. HUNTER: Right or wrong. There were some very long meetings about it and very long memorandums of meetings held between people in the Custodian's Office and correspondence between Vancouver and Ottawa, and the upshot was as a matter of exigency or something.

THE COMMISSIONER: I can quite appreciate the practical situation dictated a disposition of them in some form.

MR. HUNTER: The whole point boils down to this, my lord, that when Kemp & Company Limited had made their offer, they were offering roughly a thousand dollars for these things and then later on Mrs. Kawai indicated to Kemp & Company Limited she thought they were worth $1500.00 anyway. Then when they were shipped to Tashme soon afterwards, she wrote to the Custodian saying there were very large shortages.

Now, as far as the Custodian could ascertain he obtained these boxes in a certain condition from Kemp & Company Limited and he shipped them in that condition. As far as the Custodian is aware, those were received by the B.C. Security Commission at Tashme in the same condition as they were shipped and in which they were received by the Custodian, but I can't find anything on the file to show the condition they were shipped

in is not exactly the same as received at Tashme. There is nothing to indicate otherwise, but there is nothing to indicate a theft couldn't have occurred before the shipping, or even before the Custodian got it that there were thefts.

THE COMMISSIONER: That is a matter that will have to be dealt with later when the Custodian's evidence is taken. What was the final upshot, the sale by the B.C. Security Commission to Kemp & Company?

MR. HUNTER: Oh no, my lord.

MR. OUIMET: It wasn't sold to Kemp & Company Limited.

MR. HUNTER: It was never sold to Kemp & Company, it was sold to the B.C. Security Commission.

MR. OUIMET: By the Custodian.

THE COMMISSIONER: For $1250.00.

MR. HUNTER: For $1250.00.

THE COMMISSIONER: And that was done by the Custodian? What is your suggestion? You may be able to show that Mrs. Kawai acceded to the Custodian's proposal, or what?

MR. HUNTER: No, my lord, I propose to prove they were not worth anymore.

THE COMMISSIONER: Now, Mr. Ouimet, do you accept in substance the statement made by Mr. Hunter as to the contents of that file of correspondence he has in front of him?

MR. OUIMET: Yes, my lord, I do, except I feel he has maybe not given your Lordship the substance of the contents of the second paragraph of a letter sent by Mrs. Kawai to Mr. Wright at the office of

the Custodian, Royal Bank Building, Vancouver, on February 9th whereby she says:

"Upon the arrival of the goods , the authorities here claimed that the materials were frozen goods and could not be handed over to me and so I could not obtain even certain materials which were required for personal use. The goods were left in the local warehouse from July, 1943.

"The local authorities had approached me on several occasions, persuading me to sell the materials, but I explained that the goods did not belong to me but to my husband.

"On January 17th, 1944, the materials were suddenly sold at the local general store. When I asked Mr. Orfors and Mr. Byrnes under whose authorization and order were the goods sold, they explained that it was upon the written order from the Custodian's Office.

"On October 14th, 1943, a letter from the Custodian's office to Kemp & Company stated that once the goods were outside of the protected area, the Custodiam hadno more responsibility over same".

I feel once it is in the record, that under the circumstances that the Custodian is taking the attitude that he was responsible before he had them sold, but he ceases to have responsibility the moment they were sold, then I know I can quote the terms of the Order in Council, and I suppose my learned friend was referring to P.C.

1665 as amended by P.C. 2483, "Goods and property situated in any protected area --"

THE COMMISSIONER: "Shall be vested".

MR. OUIMET: "--delivered up to any person . . . . . subject to the control and management of the Custodian".

Now there might be a very fine point of law there as to whether or not the Custodian having taken constructive possession--

THE COMMISSIONER: In the protected area.

MR. OUIMET: In the protected area -- ceases to have any authority.

THE COMMISSIONER: That is a matter of argument. I think if counsel can agree on the facts, that is to say the contents of that correspondence, we will take it to be filed.

MR. OUIMET: Yes. I believe it would be better if the correspondence were filed as a whole, because, of course, we might agree on the contents but there might be a viewpoint that could be elucidated.

MR. HUNTER: MI have here, my lord, the original of the letter my friend was reading from and I will add it to the correspondence.

THE COMMISSIONER: Yes, put it all in as Exhibit 9.

MR. HUNTER: Yes, very wel, my lord.

THE COMMISSIONER: Mr. Watson, when an opportunity a affords itself, I would like you to staple them together to be sure none are lost.

THE SECRETARY: Yes, my lord, it will be done.

MR. HUNTER: Q: Where did you buy this merchandise, Mr.

Kawai? Was it bought through jobbers?

A From a wholesale firm.

Q It was bought from wholesalers? Who would be a

A likely purchaser of a stock-in-trade like that -- a jobber? A: In my opinion anyone would be interested, wholesalers or retailers.

THE COMMISSIONER: Q: Would you speak up, please, Mrs. Handford, I do not hear you?

A In my opinion the witness says anyone would be interested in a stock like that. It might be wholesalers, or it might be retailers, who might buy such a stock.

MR. HUNTER: Q: Why would they pay you the price you paid for it? They could buy it from the manufacturer at a lower price.

MR. OUIMET: I wish to object to this question, my lord, as being first of all hypothetical and secondly, as taking for granted the fact that wholesalers could buy this merchandise at a lower price. It has not been established before your Lordship that they could, so I don't see how the witness could answer it properly.

THE COMMISSIONER: Even if he could answer it, would it be of very much help to me? Ido not appreciate how it would be.

MR. HUNTER: Very good, my lord. I would like to point out, my lord, that I don't think it is necessary to establish that a wholesaler buys more cheaply than the people to whom he sells. If he doesn't, he shouldn't be in business.

MR. OUIMET: Some of them go bankrupt.

MR. HUNTER: There are no questions, my lord. It appears to be largely a question of values and certain shortages which appear.

THE COMMISSIONER: Any re-examination, Mr. Ouimet?

MR. OUIMET: Yes, my lord.

RE-DIRECT EXAMINATION BY MR. OUIMET:

Q Mr. Kawai, concerning your house, on August 18th, 1943, it was appraised?

A Yes.

Q And the appraiser fixed a price of $800.00 on it?

A Yes.

Q In his appraisal he says that the house was in a rundown condition. A: When I was living in the house, I always kept it in good condition.

Q When you left this house, was the plaster badly broken? A: When I was residing there, it wasn't in that condition.

THE COMMISSIONER: Q: I am sorry, I cannot hear you.

A I am sorry, my lord. When I was residing there, it wasn't in that condition. It was in quite a good condition.

MR. OUIMET: Q: Did you try to patch the plaster?

MR. HUNTER: It says the tenant did.

A No, I didn't do so.

MR. OUIMET: Q: Did you authorize anyone to do so?

A No, I didn't.

Q Did your house need a new roof?

A No. Two or three years before I left, I had the roof re-shingled.

Q Would you be able to remember offhand how much it cost you? A: I don't remember, but in the neighbourhood of $100.00.

MR. OUIMET: My lord, may I say I am quoting from Exhibit 4. I have a copy here.

Q Now, it is said in Exhibit 4 that your house will have to have a chimney built from the ground to the second storey to meet the present chimney which is on brackets in the upper bedroom?
Was that true when you left?

THE INTERPRETER: My lord, may I have my co-interpreter read this document because I left my glasses behind this morning?

THE COMMISSIONER: Yes.

MR. HANDFORD: A: There were pipes, but it was --

THE COMMISSIONER: Just one minute, now, one at a time, if you please.

Q Witness, when the Interpreter is speaking in English, I would like to hear him and not other conversation in Japanese. All right, Mr. Handford.

MR. HANDFORD: A: The heating was through pipes from the ground floor to the second floor. The pipes were set in cement and had fire-proofing material and there was no danger of a fire through this construction.

MR. OUIMET: Q: Had this been inspected by any fire inspector?

A Yes, he came occasionally and inspected it.

Q What was his reaction?

THE COMMISSIONER: What did he say?

MR. OUIMET: Q: What did he say?

A He said it was quite O.K. at that time, there was no danger.

Q Now, Mr. Kawai, looking at Exhibit 5"A", you identify this as being a picture of your house?

MRS. HANDFORD: A: Yes.

Q Does this picture represent your house as you left it? A Yes.

Q It hasn't changed since the time you left it and the date the picture was taken, which is the 3rd of May, 1943?

A It is in about the same condition.

THE COMMISSIONER: Do you find it necessary to go into so much detail, Mr. Ouimet? It is not very helpful to me.

MR. OUIMET: If it isn't, I won't go into any more detail.

THE COMMISSIONER: I can appreciate the claimant contends as he set out in his written form that the property had a certain value. These details I fully expect he will repudiate.

MR. OUIMET: Naturally, but I thought I had to take the statement as made, because the details cover other matters. If I can put the general question, "Have you heard this and do you say it is right or wrong?" and he says, it is wrong, that finishes it.

THE COMMISSIONER: I do not find it necessary in his

interest for you to go into an amount of detail that you have in the written document.

MR. OUIMET: Q: Now, Mr. Kawai, generally speaking, did you ever give any instructions to anyone as to the disposal of your property?

A The household chattels?

Q Your property in general? A: No, I didn't.

Q Do you have anything to add to your former testimony?

A I think this house is fully worth $3000.00.

Q Anything else?

A I had several offers before I evacuated. It was a very good neighbourhood.

MR. OUIMET: Thank you very much. Nothing else, my lord.

MR. HUNTER: There is one thing Iwould like to establish, my lord, and that is:

Q It was your agent, A.A. Cameron, who put the lessee in there? A: Yes, after I evacuated.

Q And your wife signed the lease?

A I think so. I am not sure because my wife was still there when I left.

MR. HUNTER: Yes, thank you.

THE COMMISSIONER: That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

T. P. Horrobin

"T.P. HORROBIN"
OFFICIAL REPORTER.

Case 1337

NOV 21 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

File Int 796

Mont

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

(1) NAME KAWAI (Print) Surname, ISABURO Given Name (RCMP) Reg. No. 01729

(2) Pre-Evacuation Address 18 East 6th Avenue, Vancouver, B.C.

(3) Present Address 7399-B DeNormanville Street, Montreal 10, P.Q.

(4) REAL ESTATE

(a) Street Address (if any) 18 East 6th Ave., Vancouver, B.C.
City or Municipality, Province

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

Residence: (18 East 6th Ave.) Block 36, Lot east ½ Lot 2, D.L. 200-A.

Business: 2410 Main Street, Vancouver, B.C.

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

(i) ~~Farm~~
(ii) Residence Type of business Merchant Tailor
(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 Proprietor, I. Kawai.

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

(i) Land - - - - - - - - - - - - - - - - - - $

(ii) Buildings Land & Building (as per detail) $3,000.00

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - (as per details) $ 4,413.50

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ ~~7,413.50~~ ~~5813.50~~ Sold at 3000 1000

(v) Amount at which Custodian sold property and credited your account - - $ ~~2,199.92~~

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ ~~5,213.58~~ ~~3613.58~~ $2000

(5) PERSONAL PROPERTY

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

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
Store, Mr. Kemp, Mercantile Building, corner Homer & Cordoba, Vancouver

(c) How stored or packed at time of evacuation
2 Boxes (wooden)

(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. (see attached list) 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) - $ 5,213.58

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

Montreal

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

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

DOMINION OF CANADA)
of)
TO WIT:)

I, Isaburo Kawai of the city
of Montreal in the Province of Quebec,

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 Montreal)
in the Province of Quebec)
this 12th day of November)
A.D. 1947. R O [illegible]) A Commissioner &c.

I. Kawai

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.

NOV 21 1947

I. Kawai - Merchant Tailor
Reg. No. 01729

SCHEDULE B: (Supporting 4 e ii)

Land and Residence situated at 18 East, 6th Ave., Vancouver, B.C.

Purchase price, 1923	$2,000.00
Improvements at time of purchase:	
Cememt basement, new furnace, verandah, fence, etc.	500.00
Total	$2,500.00
Assessed value at time of evacuation	$1,170.00
Fair market value at time of sale	$3,000.00
Credited & received from Custodian for above	$943.53
Total loss on Residence and Land	$2,056.47

NOV 21 1947

K. Kawai - Merchant Tailor
Reg. No. 01729

SCHEDULE A
(Supporting 4-e-iii)

Fixtures and Equipment (per detail)	$412.00	- 9 = 403
Inventories of Stock (per detail)	2,401.50	- 1250 = 1151.50
Goodwill	~~1,600.00~~	
		1554.50
Total going-concern value of business	~~$4,413.50~~	

-o-o-o-o-o-o-o-o-o-

Schedule of Fixtures & Equipment:

Stored at the Japanese Language School, 154 West 5th Avenue, Vancouver, B.C. and reported to the Custodian at time of Evacuation.

ARTICLE	QUANTITY	COST
Show case, large	1	$35.00
Wooden Drawer, large	1	30.00
Frame to put suit's Fashions	6	20.00
Stands for Draping Clothes (metal)	6	15.00
Stands for Draping Clothes (wooden)	4	5.00
Tool for lights, reflectors for windows, ets.	1 box	25.00
Large lights (100-4, 200-2, 300-1, 60-4)		5.00
Coat Hangers, new	1 box	5.00
Coat Hangers, used		2.00
Small Tailoring Tools		25.00
Bamboo Chairs	4	5.00
Patterns & Stylings	1 set	3.00
Paper Roller	1	5.00
Wrapping Paper, white	1 roll	1.00
Tailors' Gas Iron, large	3	25.00
Ironing Boards	6	5.00
Frames for Store		8.00
Envelopes	1000	5.00
Invoice and Statement stationery	2000	8.00
Cotton Batten		30.00
Suit Boxes, paper		5.00
Trimmings, thread & Buttons		25.00
Tailoring Table, large		25.00
Fashion and Style Books	30 approx.	15.00
Books	2	
Picture Frames	10	25.00
Records, phonograph	40	30.00
Iron, Japanese	1	3.00
Ladder	1	2.00
Trunk (Owner: Mr. U. Kimura) including contents	1	
Suit Wadding		20.00
Total		$412.00

(Continued)

NOV 21 1947

I. Kawai - Merchant Tailor
Reg. No. 01729

Schedule of Fixtures & Equipment; (continued)

Total Fixtures & Equipment (from page 1)			$412.00
Credited and Received from the Custodian for above:			
May 31, 1945	Proceeds from	auction sale	$4.39
Feb 28, 1946	"	"	1.60
Mar 30, 1946	"	"	.40
			6.39
Total loss on Fictures & Equipment			$405.61

I. Kawai - Merchant Tailor
Reg. No. 01729

NOV 21 1947

Schedule of Inventories of Stock:

Reported to the Custodian and sold at auction by the Custodian

Glickman & Glickman, wholesale

Number	Yards	Cost
1088/2	3 3/8	$18.00
1080/8	3 3/8	16.00
1082/10	3 1/4	16.00
1083/4	3 3/8	16.00
1088/3	3 3/8	18.00
1088/	3 3/8	18.00
1082/9	3 1/2	18.00
1543/8	3 1/2 - 3 3/8	18.00
1576/14	3 3/8	16.00
1043/1	3 3/8	12.50
L076/2	1 1/4	5.00
B1933	3 3/8	14.00
S0/2	3 1/4	12.50
1087/1	3 3/8	18.00
Total		$216.00

Ingliss, wholesale

Number	Yards	Cost
3158	3 1/4	$13.50
1918	2 3/4	14.50
3028	3 1/4	17.00
6769	6 3/4	20.00
Total		$65.00

N.Jefferson, wholesale

Number	Yards	Cost
3018	3 3/8	$16.00
2021	8 3/8	35.00
2122	6 1/2	36.00
2122	23 1/2	126.00
Blk dress suiting	3 30/36	16.00
Total		$229.00

J.P. Cameron, Wholesale

2300	3 1/4	$20.00

Monarch, wholesale

8750	2 1/4	$ 9.00

Manchester Importers, Wholesale

Number	Yards	Cost
6232	3 1/4	$14.00
6185	3 1/4	14.00
G 953	3 1/4	12.00
K S	3 3/8	16.00
S 6	3 3/8	16.00
3927	3 1/4	14.00
3975/5	3 3/8	12.00
653	3 1/4 - 2 7/8	17.00
94	2 7/8	17.00
5134	3 3/8	18.00
6162	3 1/4	15.00
5229	3 1/4	18.00
6156	3 1/4	15.00
5113	3 1/4	18.00
5159	3 1/4	18.00
B 1925	3 3/8	15.00
K 16	3 1/4	16.00
901	3 1/4	15.00
4170/2	7	29.00
4170/2	3 1/4	12.00
1510	1 1/6	4.50
1513/31	1 1/3	8.00
1513/28	1 1/3	8.00
4901	6 5/8	30.00
N1230	3 1/4	12.00
4722	10	45.00
4896	6 3/8	30.00
5297	3 1/4	18.00
6359	3 1/4	12.50
5227	3 3/8	18.00
6349	3 1/4	12.50
5227	3 3/8	18.00
651	3 1/8-2 7/8	17.00
405/73	2 7/8	17.00
Total		$571.50

A.R. McCallum, Wholesale

Number	Yards	Cost
316	2 6/36	$7.00

NOV 21 1947

K. Kawai - Merchant Tailor
Reg. No. 01729

Schedule of Inventories of Stock: (continued)

Kemp, Wholesale

Number	Yards	Cost
2707576	3 1/4	$12.50
3379056	3 1/4	15.00
2751	3 1/2	12.50
A1163	6 1/2	26.00
1023006	3 1/4	12.00
3788595	3 1/4	11.00
3361577	7 1/2	44.00
3220526	3 3/8	13.50
3351057	3 1/4	22.50
7280525	1 1/4	3.50
7306576	5 1/4	28.00
7336596	33 "	2.00
5502056	2 1/2	11.00
7404	22	110.00
2711576	3 1/4	12.00
7407	18 1/2	110.00
7407	12 1/2	73.50
3103547	3 1/4	20.00
3087547	3 1/4	20.00
Total		$559.00

Gross, Wholesale

Number	Yards	Cost
11008	3 1/4	$15.00
L 1259	3 1/4	12.00
1007	3 1/4	18.00
8785	3 1/4	18.00
60/1410	3 15/36	14.00
Brown stripe	3 1/4	18.00
1003	3 1/4	16.50
1020	3 1/4	16.50
1009	3 1/4	16.50
Total		$144.50

Linings, Trimmings, etc.:

Machine thread, black	3 ½ lbs.		$68.00
Button Hole thread and wool			30.00
Thread for Buttons			5.00
Basting thread			5.00
Lining: Black Lining	70 yards		87.50
Black Lining	110 "		121.00
Grey Lining	25 "		31.00
Brown Lining	30 "		37.50
Green Lining	23 "		23.00
Hymo	60 "		40.00
Canvas	10 "	(approx)	5.00
Pocket Cloth, 3 types	60 "	"	17.00
Lining for Sleeves	30-50 "		17.00
Slesia, 3 types	50 "		14.00
Buttons			25.00
Tape	1 roll		4.50
Total			$530.50

(continued)

NOV 21 1947

K. Kawai - Merchant Tailor
Reg. No. 01729

Schedule of Inventories of Stock: (Continued)

Grand Summary of Inventories of Stock:

Glickman & Glickman	$216.00
Ingliss	65.00
N. Jefferson	229.00
J.P. Cameron	20.00
Monarch	9.00
Manchester Importers	571.50
A.R. McCallum	7.00
Kemp	559.00
Gross	144.50
Linings, Trimmings, etc.	530.50
Other linings and under collars	50.00
Grand Total	$2,401.50

Credited and Received from the Custodian for above	$1,250.00
Total Loss on Inventory of Stock	$1,151.50

200
11 51.50
403

3554.50

KAWAI, Isaburo (Mr.)
(Claimant's Name)

PERSONAL CHATTELS

01729
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
Show case	1931	New	$65.00	Good	$35.00
Wooden Drawer (large)	1931	"	50.00	"	30.00
Small tailoring tools	1915-1940	"	100.00	"	25.00
3 Tailor's gas iron	1930	"	60.00	"	30.00
40 Records & phonograph	1937-1940	"	50.00	"	30.00

The claimant is claiming on chattels listed in the attached inventory valued at $412.00

Description of Storage of Goods:

The chattels were stored in Japanese Language School 154 West 5th Avenue, B.C.

EXHIBIT No. 1337-1
DATE 2 June 1948
FILED BY R. O'Connell

General Statement as to Chattels not Described above:

Summary:

Estimated value $412.00
Sold by custodian 9.00 (recieved $6.39)
Claim $403.00

Additional Comments, if any:

I. Kawai
Signature

Mr. Isaburo KAWAI

INVENTORY OF PERSONAL CHATTELS, etc.

	Estimated Value
1 Show case, large	$ 35.00
1 Wooden Drawer, large	30.00
6 Frames to put suit's Fashions	20.00
6 Stands for draping clothes (metal)	15.00
4 Stands for Draping Clothes (wooden)	5.00
1 box tool for lights, reflectors for windows, etc.	25.00
Large lights (100-4, 200-2, 300-1, 60-4)	5.00
Coat Hangers, new	5.00
Coat Hangers, used	2.00
Small Tailoring Tools	25.00
Bamboo chairs (4)	5.00
1 set patterns & stylings	3.00
Paper roller	5.00
1 roll white wrapping paper	1.00
Tailor's Gas Iron, large (3)	25.00
6 Ironing boards	5.00
Frames for store	8.00
1000 envelopes	5.00
2000 Invoice and statement stationery	8.00
Cotton batten	30.00
Suit boxes, paper	5.00
Trimmings, thread and buttons	25.00
Tailoring table, large	25.00
Fashion and style books, (30 approx.)	15.00
2 books	25.00
10 Picture frames	30.00
Records, phonograph (40)	3.00
Iron, Japanese (1)	2.00
Ladder	
Trunk (Owner: Mr. Y. Kimura) including contents	
Suit Wadding	20.00
	$412.00

Credited and Received from the Custodian for above:

May 31, 1945	Proceeds from auction sale	$4.39	
Feb.28, 1946	" " "	1.60	
Mar.30, 1946	" " "	.40	6.39

Total loss on Fixtures & Equipment $405.61

KAWAI, Isaburo (Mr.)
(Claimant's Name)

PERSONAL CHATTELS

01729
Reg. No.

STOCK

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
The attached inventory shows all necessary information respecting value of $2401.50 (cost price) for stock.					

Description of Storage of Goods:

The goods were left with Kemp & Co., 318 Horner Street, Vancouver. Later the goods were taken over by the custodian from Kemp & Co.

EXHIBIT No. 1337-2
DATE 2 June 1948
FILED BY R. O'Connell

General Statement as to Chattels not Described above:

Summary

Estimated value (cost Price)	$2401.50
Sold by Custodian	1250.00
Claim	$1151.50

Additional Comments, if any:

Insurance on stock $2500.

S. Kawai
Signature

Mr. Isaburo KAWAI

INVENTORY OF STOCK

Glickman & Glickman, wholesale

Number	Yards	Cost
1088/2	3 3/8	$ 18.00
1080/8	3 3/8	16.00
1082/10	3 1/4	16.00
1083/4	3 3/8	16.00
1088/3	3 3/8	18.00
1088/	3 3/8	18.00
1082/9	3 1/2	18.00
1543/8	3½ - 3 3/8	18.00
1576/14	3 3/8	16.00
1043/1	3 3/8	12.50
L076/2	1 ¼	5.00
B1933	3 3/8	14.00
S0/2	3 ¼	12.50
1087/1	3 3/8	18.00
Total		$216.00

Ingliss, wholesale

Number	Yards	Cost
3158	3 ¼	$ 13.50
1918	2 3/4	14.50
3028	3 1/4	17.00
6769	6 3/4	20.00
Total		$ 65.00

N. Jefferson, wholesale

Number	Yards	Cost
3018	3 3/8	$ 16.00
2021	8 3/8	35.00
2122	6 ½	36.00
2122	23 ½	126.00
Blk dress suiting	3 30/36	16.00
Total		$229.00

J. P. Cameron, Wholesale

2300	3 1/4	$ 20.00

Monarch, wholesale

8750	2 1/4	$ 9.00

Manchester Importers, Wholesale

Number	Yards	Cost
6232	3 1/4	$ 14.00
6185	3 1/4	14.00
G 953	3 1/4	12.00
K S	3 3/8	16.00
S 6	3 3/8	16.00
3927	3 1/4	14.00
3975/5	3 3/8	12.00
653	3¼ - 2 7/8	17.00
94	2 7/8	17.00
5134	3 3/8	18.00
6162	3 ¼	15.00
5229	3 1/4	18.00
6156	3 ¼	15.00
5113	3 1/4	18.00
5159	3 ¼	18.00
B 1925	3 3/8	15.00
K 16	3 ¼	16.00
901	3 1/4	15.00
4170/2	7	29.00
4170/2	3 ¼	12.00
1510	1 1/6	4.50
1513/31	1 1/3	8.00
1513/28	1 1/3	8.00
4901	6 5/8	30.00
N1230	3 1/4	12.00
4722	10	45.00
4896	6 3/8	30.00
5297	3 ¼	18.00
6359	3 1/4	12.50
5227	3 3/8	18.00
6349	3 ¼	12.50
5227	3 3/8	18.00
651	3 1/8-2 7/8	17.00
405/73	2 7/8	17.00
Total		$571.50

A. R. McCallum, Wholesale

Number	Yards	Cost
316	2 6/36	$ 7.00

(cont'd.)

Mr. Isaburo KAWAI (Continued)

INVENTORY OF STOCK

Kemp, wholesale

Number	Yards	Cost
2707576	3 1/4	$ 12.50
3379056	3 1/4	15.00
2751	3 1/2	12.50
A1163	6 1/2	26.00
1023006	3 1/4	12.00
3788595	3 1/4	11.00
3361577	7 1/2	44.00
3220526	3 3/8	13.50
3351057	3 1/4	22.50
7280525	1 1/4	3.50
7306576	5 1/4	28.00
7336596	33 "	2.00
5502056	2 1/2	11.00
7404	22	110.00
2711576	3 1/4	12.00
7407	18 1/2	110.00
7407	12 1/2	73.50
3103547	3 1/4	20.00
3087547	3 1/4	20.00
Total		$559.00

Gross, wholesale

Number	Yards	Cost
11008	3 1/4	$ 15.00
L 1259	3 1/4	12.00
1007	3 1/4	18.00
8785	3 1/4	18.00
60/1410	3 15/36	14.00
Brown stripe	3 1/4	18.00
1003	3 1/4	16.50
1020	3 1/4	16.50
1009	3 1/4	16.50
Total		$144.50

Linings, Trimmings, etc.

Machine thread, black	3½ lbs.	$68.00
Button hole thread and wool		30.00
Thread for buttons		5.00
Basting thread		5.00
Lining: Black lining	70 yards	87.50
Black lining	110 "	121.00
Grey lining	25 "	31.00
Brown lining	30 "	37.50
Green lining	23 "	23.00
Hymo	60 "	40.00
Canvas	10 " (approx)	5.00
Pocket cloth, 3 types	60 "	17.00
Lining for sleeves	30-50 "	17.00
Slesia, 3 types	50 "	14.00
Buttons		25.00
Tape	1 roll	4.50
Total		$530.50

(cont'd.)

Mr. Isaburo KAWAI (Continued)

INVENTORY OF STOCK

Grand Summary of Inventories of Stock

Glickman & Glickman	$ 216.00
Ingliss	65.00
N. Jefferson	229.00
J.P. Cameron	20.00
Monarch	9.00
Manchester Importers	571.50
A.R. McCallum	7.00
Kemp	559.00
Gross	144.50
Linings, Trimmings, etc.	530.50
Other linings and under collars	50.00
Grand total	$2,401.50

Credited and Received from the Custodian for above	$1,250.00
Total Loss on Inventory of Stock	$1,151.50

KAWAI, Isaburo (Mr.)
(Claimant's Name)

REAL ESTATE
(Other than farm)

01729
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	6 rooms (bathroom & toilet separate)	Wooden Frame, Plaster finish inside, Cement Foundation	Residence	25' x 125'	1923	Aug. 25, 1923

Type of Locality	Cost Price	Improvements made by Claimant		Estimated Value Date of Sale
Residential	$2000.00	At time of purchase: Cement basement, new furnace, verandah, fence, etc.	$500.00	$3000.
		1939 Redecorated rooms	150.00	
		1938 New roof	75.00	
		Installed new piping	75.00	
		Changed sewer pipe	100.00	
		1940 Painted house	125.00	
		Partitioned basement	75.00	

Comments re upkeep of premises:

Comments re Appraiser's report not covered above:

Insurance: $1500.00 (property only)
Assessment 1943: Land $370.00
Improvement 800.00
$ 1170.00

Rent: $19.00 per month
The home was in good location.
The home next to the claimants which is in poor condition (no cement cellar, and in need of repair) was purchased in 1930 for $2000. and was rented for $25.00 per month.

Summary
Estimated Value: $ 3000.
Sold by Custodian: 1000
Claim $ 2000.

EXHIBIT No. 1337-3
DATE 2 June 1948
FILED BY R. Onimel.

K. Kawai
Signature

Pemberton Realty Corporation Limited

418 Howe Street
Vancouver, Canada

August 18, 1943.

File #796--East ½ of Lot 2, Blk. 36, D. L. 200 "A".

18 East 6th Avenue.

This house is in a run down condition. The plaster is badly broken and the tenant has tried to patch it and only made it look worse. Needs new roof. Will have to have a chimney built from the ground to the second storey to meet the present chimney which is on brackets in the upper bedroom. Sometime ago a furnace was installed in this house and the pipes from the furnace leading to the chimney have to pass through the dining room and up through the bedroom on the second floor to the chimney. This is against city regulations and a great fire hazard.

Price for cash, subject to existing tenancies, $800.00

PEMBERTON REALTY CORPORATION LIMITED.

"W. G. Moore"

W. G. Moore.

WGM/JM

EXHIBIT No. 1337 - 4
DATE 2 June 1948
FILED BY J.W.G.Hunter

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

July 30/48

M Wendall

6 pp.

11

a

KAWAI, Isaburo
18 East 6th Ave., Vancouver, B. C.
Int. File #796



EXHIBIT No. 1337-S
DATE 2 June 1948
FILED BY J. W. G. Kennedy

Picture Taken May 3, 1943.

Sold

B/

INTERNEE FILE 796

Isaburo KAWAI

18 E. 6th Ave.

20th Feb. 1943



1337 - 6
EXHIBIT No.
DATE 2 June 1948
FILED BY J.W.G.Hunter

File No. 796

Advertisement in the Vancouver Daily Province, August 28, 1943.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA
OFFICE OF THE CUSTODIAN

REAL PROPERTY FOR SALE BY TENDER

The Secretary of State of Canada, acting in his capacity as Custodian of Enemy Property, hereby offers for sale by public tender such interests as are vested in him in the following properties situate in the CITY OF VANCOUVER:

Lot "A" of Lots 7 and 8, Block 13, D.L.302, Group 1, New Westminster District, plan 5832, known as 306-316-320 West Fifth Avenue, being a one and one-half storey, five-room frame dwelling and a two storey frame store with living quarters above;
Lot "B" of Lots 7 and 8, Block 13, D.L.302, Group 1, New Westminster District, Plan 5832, known as 2109 Alberta Street, being a one and one-half storey, six-room frame dwelling;
Lot 30, Block 58, D.L. 196, Group 1, New Westminster District, known as 513 EAST CORDOVA STREET, being a two-storey, seven-room frame dwelling at front, and one and one-half storey, four-room frame dwelling at rear;

Lot 8, Block 58, D.L. 196, Group 1, New Westminster District, known as 536 EAST CORDOVA STREET, being a one and one-half storey, five-room frame dwelling at front, and small three-room frame dwelling at rear;
Lot 25, Block 5, D.L. 196, Group 1, New Westminster District, known as 236 POWELL STREET, being a two-storey frame store building with rooms above;
Parcel "B" of Lots 1 and 2 (reference Plan 35), Block 73, D.L. 264 "A", Group 1, N.W.D., Plans 391 and 1881, known as 1810 COTTON DRIVE, being a two-storey, seven-room frame dwelling;
Westerly ¾ of Subdivision 22 of Lot 35, Town of Hastings, Suburban Lands, Plan 364, Group 1, New Westminster District, known as 2565 PANDORA STREET, being a five-room frame bungalow and garage;
East ½ of Lot 2, Block 36, D.L. 200 "A", Group 1, New Westminster District, known as 18 EAST 6th AVENUE, being a two-storey, six-room frame dwelling;
Lot 5, Block 4, D.L. 196, Group 1, New Westminster District, Plan 184, known as 116-118 MAIN STREET, being a two-storey frame store building;
Lots 6 and 7, Block "R", D.L. 139, Group 1, New Westminster District, Plan 5532, known as 2993 WEST 23rd AVENUE, being a one and one-half storey, six-room frame dwelling;

AND

The Following Properties Situate in the Municipality of Richmond at STEVESTON:

Lot 9, Block 5, Section 10, Block 3, North, Range 7, West, Map 249, save and except the West 19 feet thereof, in the District of New Westminster, known as 58 Moncton Street, being a one-storey frame store building;
Lot 8, Block 6, Section 10, Block 3, North, Range 7 West, Map 249, in the District of New Westminster, known as 26 Moncton Street, being a one-storey frame store building with living quarters at rear;
Lot 7, Block 6, Section 10, Block 3 North, Range 7 West, Map 249, in the District of New Westminster, being a VACANT LOT on Moncton Street;
Lot 1, of the West part of Block 8, Section 10, Block 3 North, Range 7 West, Map 6392, in the District of New Westminster, known as 58 CHATHAM STREET, being a two-room frame dwelling and two-room frame store building.

Tenders for the purchase of such property interest vested in the Custodian will be received subject to the following terms and conditions:

1. Each tender must be for one of the parcels described, but a separate tender may be filed for each of several parcels.
2. A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.
3. A certified cheque payable to the order of "TheCustodian" for ten percent (10%) of the amount offered must accompany each tender.
4. Each tender must be in a separate sealed envelope addressed to "The Custodian," 912 Royal Bank Building, 675 West Hastings Street, Vancouver, B.C., and each envelope must be marked on the outside "Tender for Real Estate."
5. Tender must be for purchase for cash.
6. All adjustments will be made at the date of conveyance.
7. Properties will be sold subject to existing leases and encumbrances, if any.
8. TheCustodian reserves the right to cancel every accepted tender and to refund the deposit at any time prior to delivery by him of the conveyance.
9. The properties are offered for sale without any warranty whatsoever by the Custodian of location or condition of buildings or improvements.

Cheques in respect of unaccepted bids will be returned in due course.
Neither the highest nor any tender will necessary be accepted.
Tenders will be received by the undersigned up to Noon Daylight Saving Time on the Fifteenth Day of September 1943. Further particulars may be obtained during office hourse any day up to Noon on the Fourteenth Day of September, 1943, and arrangements made with the undersigned to inspect the said premises.
Similar arrangements will be made by Mr. C. C. Robinson, Steveston, to inspect properties situate in Steveston.

DATED at Vancouver, British Columbia, this 28th day of August 1943.

The Custodian of Enemy Property,
912 Royal Bank Building, Vancouver, B.C.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
July 30/48

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No X.I.796 EXHIBIT No.

NAME Isaburo KAWAI REG. No. 01729

DATE
DECLARATION Mar.30/42
Interned: May 29/42
~~EVACUATION~~

INVENTORY
TAKEN BY G.L.Salter
DATE April 13/42

DETAILS OF CLAIM

SALES

AUCTION	TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND

JP DECLARATION:
1 piano
Chesterfield
Phonograph
Hoover
1 lge.Tailor's Mirror
1 table
2 bureaus
1 bookstand
1 showcase
1 coal stove
Tailor's Machine (3)
Tailor's Stock -$50.00
Counters
Kitchen Range
Washing Machine
Bedroom Furniture
Children's Bedroom Furn.
2 dressers
Blankets & Clothing
---all at 18 E.6th Ave., Vancouver, B.C.

REPORTED OCT.1/42 BY WIFE, Yae KAWAI (evacuated Oct. 23/42), on behalf of husband

Left at 154 W.5th Ave., Vancouver (Jap.Lang. School), c/o Mrs.Y. MIYASAKI:
1 big box (1 morning coat, 6 frames for suits, 2 ironing boards, etc.)
1 ladder on top of the box
1 box pictures
1 box light bulbs, tailoring goods, scissors
1 box new coat hangers
1 box records, envelopes, iron
2 cardboard boxes books
1 lge.showcase containing 3 ironing boards
4 stands for draping clothes
1 box (tailoring iron)
1 box old coat hangers
Tailor's fashion papers wrapped in paper
1 box kitchen utensils
1 lge. set wooden drawer containing 6 metal stands for draping clothes, white wrapping paper

Stored with Crone Storage:
1 Singer Tailoring Sewing Machine,#31K15

Left at 18 E.16th Avenue:
1 table
1 gas stove
12 blinds
1 kitchen stove and sawdust burner
1 tub

1 Chesterfield set
1 phonograph
1 table (liv. room)
1 bookstand
2 bureaus

Misc. tailor's equipment including:
1 large tailor's mirror
3 sewing machines
Counters; showcases; irons; pressing boards, etc.

1 coal stove
1 range,sawdust burner
Misc. kitchen and dining room equipment
1 Elec. washing machine
1 walnut bed set (5 pc.) with mattress & spring
2 single beds,steel with mattresses & springs
1 lacquered Japanese bureau

1 pr. children's desks
1 single desk
1 trunk, large
Misc. bedding & clothing
Wood & sawdust in basement

SCHEDULE of FIXTURES & EQUIPMENT stored at Jap.Lang.School, 154 W. 5th Ave., Vancouver:

Showcase, large	35.00				
Wooden drawer, large	30.00				30.00
6 frame to put suit's Fashions	20.00				20.00
6 metal stands for draping clothes	15.00	.60			
4 wooden stands for draping clothes	5.00				5.00
1 box tool for lights, reflectors for windows,etc.	25.00				
Large lights (4-100,2-200, 1-300, 4-60)	5.00				5.00
1 box new coat hangers	5.00)	1.25			
Used coat hangers	2.00)				
Small tailoring tools	25.00				25.00
4 bamboo chairs	5.00				
1 set Patterns & Stylings	3.00				3.00
1 Paper Roller	5.00				
1 Roll White wrapping paper	1.00				1.00
3 Tailors' Gas Iron, large	25.00				
6 ironing boards	5.00				
Frames for store	8.00				8.00
1000 envelopes	5.00				5.00
2000 Invoice & Statement Stationery	8.00				
Cotton Batten	30.00				
Suit Boxes, paper	5.00				
Trimmings, thread & buttons	25.00				
Tailoring table, large	25.00				
Approx. 30 fashion & style books	15.00)				
Books (2)	)	2.70			
40 Phonograph Records	30.00)				
10 picture frames	25.00				
1 Japanese Iron	3.00				
1 ladder	2.00				2.00
Trunk (owner Y.Kimura) including contents					
Suit Wadding	20.00				20.00
		4.55			124.00
ALSO SOLD:(Auction)					
Kitchenware	K	4.45			
	$412.00	9.00			

RECAP. of ABOVE PORTION OF PERSONAL PROPERTY CLAIM:

Goods for which Japanese claims	$67.00	- sold at auction for $4.55 (Gross auctio
" " " " "	124.00	- declared, not found
" " " " "	128.00	- no record at any time
" " " " "	93.00	- no account, theft, etc.
	$412.00	

(See Page 2 for Recap. of Total Personal Property Claim)

E No X.I.796 EXHIBIT No. CASE No.

S. No. 01729 VENUE MONTREAL

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
UCTION	TENDER &c							
						35.00		
			30.00					
			20.00					
.60								
			5.00					
				25.00				
			5.00					
1.25								
			25.00					
				5.00				
			3.00					
				5.00				
			1.00					
						25.00		
						5.00		
			8.00					
			5.00					
				8.00				
				30.00				
				5.00				
				25.00				--- These listed in inventory of goods left by Kawais at Kemp & Co.
				25.00				
2.70								
						25.00		
						3.00		
			2.00					
			20.00					
4.55			124.00	128.00		93.00		
4.45								
9.00								

EXHIBIT No. 1337-7
DATE 2 June 1948
FILED BY Jno. S. Hunter

RTY CLAIM:
sold at auction for $4.55 (Gross auction sales - $9.00)
declared, not found
no record at any time
no account, theft, etc.

of Total Personal Property Claim)

GENERAL REMARKS:

In his JP Form dated March 30/42, Mr. Kawai declared personal effects left at 18 E. 6th Avenue, Vancouver. Mr. Kawai was interned May 29, 1942, and on October 1, 1942 his wife, Yae Kawai, declared the personal property on behalf of her husband, stating most of it was left at 154 W. 5th Avenue, Vancouver (Japanese Language School), in care of Mrs. Y. Miyasaki, who lived in the suite at the rear of the School Building, prior to evacuation. On October 16, 1942 Mrs. Kawai called at this office and stated that all their furniture, etc. was left at the above Japanese School.
According to memo on file dated June 30, 1943, the school premises were ransacked and goods stolen.

E Robertson Apr. 30/48

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No X.I.796 EXHIBIT No.

NAME Isaburo KAWAI REG. No. 01729

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION	TAKEN BY		AUCTION	TENDER &c		
EVACUATION	DATE					

1 shovel
1 5-pc. bedroom suite
Wood & sawdust
2 ladders
1 store steel net placed in front of door at 18 E.6th Avenue.

See Memorandum of September 7,1942 on Claim File - being Inventory of Tailoring Material (2 cases) left at Kemp & Co. Ltd., 318 Homer St., Vancouver, by Mr. Kawai prior to his internment.

Above list of goods declared to Custodian by wife, Yae Kawai, as per Custodian letter of Oct.16/42 on Claim File.

SUMMARY OF INVENTORIES OF STOCK (See Claim for detailed list of yardage, etc.) (Left by Mr. Kawai at Kemp & Co., Vancouver)

Glickman & Glickman-45-1/9 yards	216.00		
Ingliss, wholesale -16 yds.	65.00		
N.Jefferson,wholesale - 45-7/12 yds.	229.00		
J.P.Cameron, wholesale - 3-1/4 yds.	20.00		
Monarch, wholesale -2¼ yds.	9.00	* - -	1250.00
Manchester Importers, wholesale - 121-7/12 yds.	571.50		
A.R.McCallum,wholesale - 2 6/36 yds.	7.00		
Kemp, Wholesale -142-1/8 yds	559.00		
Gross, wholesale- 29-5/12	144.50		
Linings,trimmings,etc.	530.50		
Other linings & under collars	50.00		
	$2401.50		$1250.00

COMPLETE RECAPITULATION OF PERSONAL PROPERTY CLAIM:

1. Fixtures & Equipment - 154 W.5th Ave., Vancouver -	Goods for which Japanese claims		$ 67.00 - s
	" " " " "		124.00 - d
	" " " " "		128.00 - n
	" " " " "		93.00 - l
			$412.00
2. Stock - left at Kemp & Company -	Goods for which Japanese claims		2401.50 - s
3. Goodwill -			1600.00
	Total Personal Property Claim -		$4413.50

LE No. X.I.796 EXHIBIT No. CASE No.

G. No. 01729 VENUE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
AUCTION	TENDER &c							
" - -	1250.00							These woolen goods were left by Mr. Kawai at Kemp & Co., Vancouver, prior to his internment. At request of Internee and his wife, Yae Kawai, and with consent of B.C.Security Commission these goods were shipped to Tashme,B.C. where, in order to avoid expense and possible loss they were sold to the B.C.Security Commission at Tashme for the total sum of $1250.00.
	$1250.00							

IM:

s for which Japanese claims $ 67.00 - sold at auction for $4.55 (Total Auction Sales 9.00)
" " " " 124.00 - declared but not found
" " " " 128.00 - no record at any time
" " " " 93.00 - lost by theft, etc.
$412.00

ds for which Japanese claims 2401.50 - sold by tender for $1250.00

1600.00
al Personal Property Claim - $4413.50

FORM "JP"

COPY

FILE No. XI796

Powell St. Vancouver, B.C.

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: KAWAI, Isaburo

HOME ADDRESS: 18 E. 6th Ave., Vancouver, B.C.

REGISTRATION NUMBER 01729 SEX: Male AGE: 50

OCCUPATION: Tailor

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

EMPLOYER: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Yes

ADDRESS OF WIFE OR HUSBAND: 18 E. 6th Ave., Vancouver, B.C.

NAMES OF ANY LIVING CHILDREN: Sheoaki Show Akir (M) Gordon Haruo (M)

ADDRESS OF CHILDREN: 18 E. 6th Ave., Vancouver, B.C.

AGE OF CHILDREN: 8, 9.

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

1. LOCATION AND DESCRIPTION: 6 Roomed, wooden frame dwelling house.
   18 E. 6th Ave., Vancouver, B.C.

2. BUILDINGS AND OTHER IMPROVEMENTS: None

Exhibit No. 1337 - 8

EXHIBIT No.

Date 2 June 1948

Filed By "J.W.G.Hunter"

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

4. TAXES (Amount and where payable) $37.80 Paid up to date.

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: at 18 E. 6th Ave.,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: Dwelling House at 18 E. 6th Ave., Vancouver, B. C.

2. LANDLORD'S NAME AND ADDRESS: Self

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:

1 Piano, Chesterfield, Phonograph, Hoover, 1 Large Tailors Mirror, 1 Table, 2 Bureaux, 1 Book Stand, 1 Show cases, 1 Coal Stove, Tailors Machine (3), Tailors Stock amounting to about $50.00. Counters, 1 Kitchen Range, 1 Washing Machine, Bedroom furniture, Childrens bedroom furniture, 2 dressers, Blankets and Clothing; all at 18 E. 6th Ave., Vancouver, B.C.

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

C O P Y

MEMORANDUM

Further particulars of the registration of:

KAWAI, Isaburo

Reg. No. 01729
Parole No. 151945

18 E. 6th Ave., Vancouver, B.C.
now at Internment Camp in Ontario.

SUBMITTED BY: Wife KAWAI Yae (Mrs. Isaburo) Reg. No. 01754

Mr. KAWAI registered his property at above address on March 29, 1942. He listed his furniture but the wife (Yae) has sold the following:

1 Piano

1 Carpet

1 Va. Cleaner

June 26, 1942.

"Yae Kawai"
Signature

"D.M.C.".

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

July 29, 1948

M. Danstall

CH.

COPY

MEMORANDUM

Further particulars of the registration of:

KAWAI Isaburo — Reg. No. 01729
18 East 6th Ave., Vancouver, now at Angler, Ont.

SUBMITTED BY:
KAWAI Yae (Mrs. Isaburo) — Reg. No. 01754

When declarant's husband registered he registered his real property but failed to register the following personal property:

1 big box (1 morning coat, 6 frames for suits, 2 ironing boards, etc.) 1 ladder on top of the box

1 box pictures
1 box light bulbs, tailoring goods, scissors.
1 box new coat hangers
1 box records, envelopes, iron.
2 cardboard boxes of books
1 large show case containing 3 ironing boards
4 stands for drapping clothes
1 box (tailoring iron)
1 box old coat hangers
tailors fashion papers wrapped in paper
1 box kitchen utensils
1 large set wooden drawer containing 6 metal stands for draping clothes, white wrapping paper.

These things have been left in the Japanese School at 154 W. 5th Ave., Vancouver, B.C., in the care of Mrs. Yoshiko MIYASAKI.

1 Singer Tailoring Sewing Machine, #31K15 stored with the Crone Storage Co., 760 Beatty Street, Vancouver, B.C. The storage charge for 1 yr. has been paid.

1 table
1 gas stove
12 blinds
1 kitchen stove and sawdust burner
1 tub
1 shovel

These things have been left in the kitchen at 18 East 6th Avenue.

1 5 pc. Bedroom Suite has been left in the bedroom at 18 East 6th Ave.

wood and sawdust, ladders (2) have been left in the basement of the house at 18 East 6th Avenue.

1 Store Steel Net has been placed in front of the door at 18 East 6th Avenue and the key has been given to A.A.Cameron, 2101 Main Street. (Agent)

Declarant also states that it has been settled with Mr. Cameron that her husband's house be rented for $18.00 per month.

October 1, 1942.

"Yae Kawai"
Signature.

"M. Wraight"

C O P Y

M E M O R A N D U M

Further particulars of the registration of:

KAWAI Isaburo Reg. No. unknown

Internment camp, Ontario

SUBMITTED BY: KAWAI Yae (Mrs. Isaburo) Reg. No. 01754

18 East 6th Ave., Vancouver, B.C.

Declarant states that since her husband registered on March 28, 1942 tax on the property at 18 East 6th Ave., has been paid.

Declarant states that her husband does not wish the house to be rented and wishes the furniture to remain stored in the house.

Declarant states that a letter has been sent to the manager of the Royal Bank of Canada, Main St. & 8th Ave., requesting him to pay the 1943 tax out of Mrs. Kawai's account.

July 21, 1942 "Yae Kawai"
Signature

"D.M.C."

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) 4 War Savings Certificates. In owners Possession

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

REMARKS: House in Japan.

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 30th day of March 1942

(Signature) "Isaburo KAWAI"

"M.Wraight"
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.
July 29, 1948

M. Wanstall

KEMP & CO. LIMITED

Wholesale Woollens & Trimmings

318 Homer Street

VANCOUVER, B.C.

October 29, 1942

Office of Custodian, Japanese Section,
506 Royal Bank Building,
Vancouver, B.C.

Gentlemen: ATTENTION MR. ALEXANDER

This is to advise you Mr. I. Kawai of 2410 Main Street, Vancouver BC, left two cases with us before he was sent to Ontario, and asked us to hold them, awaiting his instructions.

Upon instructions from his wife, Mrs. I. Kawai, these two cases were opened October 21st, just before she went to Tashme, B.C.

We find there is a certain amount of merchandise we could use, and would be glad to make an appraisal, and submit an offer, if you would be interested.

Yours very truly,

KEMP & CO. LIMITED

"N. Kemp"

NM-ms

1337 - 9 (26 sheets)

EXHIBIT No.

2 June 1948

DATE

FILED BY "J.W.G. Hunter"

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

July 29, 1948

(Part of 1337-9.)

Quote: 101-P- 796

DEPARTMENT OF NATIONAL DEFENCE
- Army -

Internment Camp,
ANGLER, Ontario,
13th November, 1942.

To:- Authorized Deputy Custodian,
912 Royal Bank Bldg.,
VANCOUVER, B.C.

Re: P/W A-58, KAWAI, Isaburo

Receipt is acknowledged of your letter file 796 dated November 3rd regarding m/n.

2. The contents of your letter has been shown to the above internee, and he states that he has no intention to sell the property mentioned in your letter until his return to Vancouver, B.C.

"E.D.B.Kippen"

(E.D.B.Kippen) Major,
Commandant,
Angler Internment Camp,
Veterans Guard of Canada.

EDBK/CAR

COPY TO: C.I.O., Ottawa.

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

July 29, 1948

756
Legal Department

912 Royal Bank Bldg.,
Vancouver, B.C.
November 3rd, 1942.

Camp Commandant,
Angler Internment Camp,
Angler, Ontario.

Dear Sir: Re: P/W A-58, KAWAI, Isaburo, 101-P-58

We have a letter from Messrs. Kemp & Co. as follows:

"This is to advise you Mr. I. Kawai of 2410 Main Street, Vancouver, B. C. left two cases with us before he was sent to Ontario, and asked us to hold them,awaiting his instructions.

Upon instructions from his wife, Mrs. I. Kawai, these two cases were opened October 21st, just before she went to Tashme, B.C.

We find there is a certain amount of merchandise we could use, and would be glad to make an appraisal, and submit an offer, if you would be interested."

Will you be kind enough to parade the above named and ask him if he is interested.

Yours truly,

K. W. WRIGHT
For the Authorized Deputy of the Secretary
of State and/or Custodian.

KWR/W

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

July 29, 1948

M. Wandall
Cpl.

KEMP & CO. LIMITED

Wholesale Woollens & Trimmings

318 Homer Street
VANCOUVER, B. C.

December 21, 1942.

The Office of the Custodian,
912 Royal Bank Building,
675 Hastings West,
VANCOUVER, B.C.

Dear Sir:-

Under date of October 29th we referred to certain merchandise which we held here to the order of Mr. I. Kawai, formerly of the 2400 Block Main Street, of this City.

You replied, under date of November 3rd, that you were having this man paraded in his Internment Camp at Schreiber, Ontario, to discuss the question of the offer we made to you under date of October 29th. We are still awaiting your answer, and trust you will speed this matter up, as we need the space this merchandise occupies on our premises.

Yours very truly,

KEMP & CO. LIMITED

"H. Kemp"

HK/L.

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

July 29/48

M. Armstail

C/d.

December 29, 1942.

796

Kemp & Company Limited,
318 Homer Street,
Vancouver, B. C.

Dear Sirs: Re: P/W A-58 KAWAI, Isaburo

We thank you for your letter of the 21st, and regret that we did not convey to you the result of our negotiations with the above Japanese. Upon asking the above whether or not he would be willing to sell, he replied as follows:

> 'The contents of your letter has been shown to the above internee, and he stated that he has no intention to sell the property mentioned in your letter until his return to Vancouver, B.C. '

Yours truly,

K. W. WRIGHT.
Counsel to the Custodian.

WGB/MFP

796 December 29, 1942.

Camp Commandant,
Internment Camp,
Angler, Ont.

Dear Sir: Re: P/W A-58 KAWAI, Isaburo.

Will you kindly parade the above and ascertain the following for us.

1. Information available to us is that this internee holds four War Savings Certificates and we should like to ascertain the name and address of the person holding these certificates on his behalf, in order that they may be forwarded to this office for safe-keeping.

2. We have received a water rates bill in the name of the above as Treasurer of the Fairview Japanese Mission. Will you kindly ascertain how this matter should be treated and the name of the Japanese who is delagated to take care of the Fairview Japanese Mission.

3. Kemp & Company Limited who are storing two cases of merchandise belonging to the above, wrote us that they require this space for other purposes. Will the internee kindly state whether he agrees to having these goods removed or disposed of. Previous indications from the internee were that he would not be willing to sell.

Yours truly,

K.W. WRIGHT.
Counsel for the Custodian.

WGB/MFP

KEMP & CO. LIMITED
Wholesale Woollens & Trimmings

318 Homer Street
VANCOUVER, B.C.

December 31, 1942.

Department of the Secretary of State,
Office of the Custodian,
912 Royal Bank Building,
675 West Hastings Street,
VANCOUVER, B.C.

re: File 796,
P/W A-58 KAWAI, Isaburo

Dear Sirs;-

We beg to acknowledge receipt of your letter of December 29th, stating that the above-named party "has no intention to sell the property mentioned" until he returns to Vancouver.

These goods were left with us on the understanding they would be on our premises only 2 or 3 days, as he expected to be able to locate somewhere East of the mountains at once. These goods are in our way on the premises, and we will not continue to hold them here. If this party wishes to keep the goods, he must arrange for storage elsewhere than on our premises.

No charge has been made for storage, but starting January first, if these goods are to be left here any length of time, we shall charge 50¢ a month for each case, of which there are two. However, it is not the charges that we want but the space which they occupy, and would ask that you be kind enough to arrange with this party for the disposal of this merchandise.

Yours very truly,

KEMP & CO. LIMITED

"H. Kemp"

HK/L.

quote 101-P- 58

DEPARTMENT OF NATIONAL DEFENCE
ARMY

Internment Camp,
ANGLER, Ontario.
4th January, 1942. 3

To:- Authorized Deputy Custodian,
912 Royal Bank Bldg.,
VANCOUVER, B. C.

Re: P/W A-58, KAWAI, Isaburo.

Receipt is acknowledged of your letter file 796 dated December 29th regarding m/n.

2. The above internee has been shown copy of your letter and states as follows:-

(Your para 1) The four War Savings Certificates in question, belong to his two children, and not his property.

(Your para 2) Regarding the water rates bill, he wishes to refer it to Rev. Kosaburo Shimizu, Kaslo, B.C. who is delegated to take care of the Fairview Japanese Mission.

(Your para.3) Regarding his goods left with Kemp & Co., he wishes to have same sent to this Camp, and would like to know the necessary ~~xxxxxx~~ charges to have them shipped here.

"J.G.W.Arn Capt."
for (E.D.B.Kippen) Lieut-Colonel.
Commandant,
Angler Internment Camp,
Veterans Guard of Canada.

CAR

COPY TO: C.I.O., Ottawa.

MEMORANDUM

January 14, 1943.

TO: Mr. K. W. Wright

From: Geo. B. Spain

Re: P/W A-58 KAWAI, Isaburo

Two cases of tailoring material have been removed from Kemp & Co., Ltd., 318 Homer Street to our Central Storage at 604 Cordova Street, as per transfer slip attached and in accordance with your instructions.

GBS:NDE

"K.W.W."

796.

912 Royal Bank Building,
Vancouver, B. C.
January 22nd, 1943.

Camp Commandant,
Angler Internment Camp,
ANGLER, Ontario.

Re: P/W A-58 - KAWAI, Isaburo

Dear Sir:

With reference to your letter of January 4th, in which you state that the above internee would like the goods he left with Kemp and Company sent to the camp and would like to know the necessary charges to have them shipped, we would advise as follows:-

> Two cases weigh approximately 600 lbs.
> The freight to Angler is $5.52 per 100 lbs., which would make it approximately $33.00.
> The freight tax would be approximately $1,00,
> Truck $3.00. This would make a total cost of about $40.00.

Will you please pass this information on to the internee and advise us of his wishes in this regard.

Yours truly,

K.W. WRIGHT.
Counsel to the Custodian.

KWW:HW.

Quote: 101 - P - 58

DEPARTMENT OF NATIONAL DEFENCE
- ARMY -

Internment Camp,
ANGLER, Ontario.
29th January, 1943.

Authorized Deputy Custodian,
912 Royal Bank Building,
VANCOUVER, B. C.

Re: P/W A-58, KAWAI, Isaburo.

Receipt is acknowledged of your letter file 796 dated January 22nd, regarding m/n

2. Copy of your letter has been shown to the above internee and he wishes the goods left with Kemp & Co., sent to him at this Camp. - For the necessary charges for the shipment he wishes to pay out of his rent account of his house 18 East 6th Ave., Vancouver, B.C. which is sufficient amount to cover the charges.

"C.G. Bradshaw Lt. Col."
(C.G.Bradshaw) Lieut-Col.
Commandant,
Angler Internment Camp,
Veterans Guard of Canada.

CAR

COPY TO: C.I.O., Ottawa.

Quote: 101-P-58

DEPARTMENT OF NATIONAL DEFENCE
- Army -

Internment Camp,
ANGLER, Ontario,
30th January, 1943.

Authorized Deputy Custodian,
912 Royal Bank Bldg.,
VANCOUVER, B. C.

Re: P/W A-58, KAWAI, Isaburo.

1. Further to our letter, same file as above, dated 29th January 1943, regarding the shipment of goods belonging to the above internee to this Camp, please cancel same, and ignore his wishes in this respect.

2. There is no accommodation for his or any other internee's household fixtures at this Camp, their personal baggage already is quite a proposition.

"J.G. McAree Capt."
for (C.G.Bradshaw) Lieut-Colonel,
Commandant,
Angler Internment Camp,
Veterans Guard of Canada.

JGMc/CAR

Quote: 101-P-58

DEPARTMENT OF NATIONAL DEFENCE
- Army -

Internment Camp,
ANGLER, Ontario,
22nd March, 1943.

Authorized Deputy Custodian,
912 Royal Bank Building,
VANCOUVER, B.C.

Re: P/W A-58 KAWAI, Isaburo

With reference to your letter to this Camp dated 22nd January, 1943, the Internee wishes you, the Authorized Custodian, to take care of the goods he left with Kemp & Co.

"J. G. McAree Capt."
for (A.P.Cameron) Major,
A/Commandant,
Angler Internment Camp,
Veterans Guard of Canada.

JGM/JSB

Quote: 101-P-58

DEPARTMENT OF NATIONAL DEFENCE
- Army -

Internment Camp,
ANGLER, Ontario,
April 20th 1943

Authorized Deputy Custodian,
912 Royal Bank Building,
VANCOUVER, B. C.

Re: P/W KAWAI Isaburo

Receipt is acknowledged of your Letter File No. 796 dated April 16th 1943 regarding m/n

I have paraded the contents of this letter to the above internee, and he agrees to send two large boxes to his Wife at Tashme, B. C. also he agrees to charge the freight to his account with the Custodian.

"J.G.McAree, Capt."
(A.P. Cameron) Major.
for A/Commandant,
Angler Internment Camp,
Veterans Guard of Canada.

Copy to C.I.O.

912 Royal Bank Building,
Vancouver, B. C.
June 10th, 1943

796.
Legal Dept.

Mrs. Yae Kawai,
Registration No. 17054,
TASHME, B. C.

Re: P/W A-58 - KAWAI, Isaburo

Dear Madam:

With reference to your request to ship the goods that were formerly stored with Kemp and Company to you at Tashme, we would like to suggest that we ship to you your personal goods and offer the Woollens and Tailor's Supplies for sale in Vancouver.

We have had numerous offers for these goods and Vancouver would appear to be the logical place to dispose of them. The proceeds of the sale could be used for the maintenance of your husband, your family and yourself. These goods are said to be valued at $2500.00, and we hesitate to send them to you at Tashme unless adequate storage facilities can be arranged.

We would be pleased to have your comments on the above as soon as possible.

Yours truly,

K. W.WRIGHT.
Counsel to the Custodian.

GHP:HW

Yae KAWAI, Reg. #01754,
Tashme, B.C.,
June 11, 1943.

Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sirs:

RE: Shipment of my husband, Isaburo KAWAI's goods to Tashme.

The above mentioned goods, consisting of tailors woollens and accessories, were formerly in the care of Kemp & Co. Ltd., Vancouver, B. C. I forwarded to your office, through the B.C. Security Commission at Tashme, the Custodian Release Forms, for shipment of the above goods to Tashme.

My husband, Isaburo KAWAI, Reg. No. 01729, presently at Angler Internment Camp has written me that he has given your office his authority to ship these goods to me. He also stated that he has given you instructions to deduct all shipping expenses from the revenue received from the rental of his property #18 on 6th Avenue East, Vancouver, B.C.

As I am in need of these goods, I will appreciate it very much if you will ship these goods to me, if everything is in order, as my husband states.

Hoping for your kind service and attention,
I remain,

Yours very truly,

"Yae Kawai"

01754
~~Yae-KAWAI,-#17054~~

Your File No. 796,
Legal Dept.

Tashme, B.C.,
June 14, 1943.

Office of the Custodian,
912 Royal Bank Building,
Vancouver, B. C.

Attention Mr. K. W. Wright

Dear Sirs:

Re: P/W A-58 - KAWAI, Isaburo

Replying to your letter of June 10, regarding your disposal of my goods, please be advised that Wollens and Tailor's Supplies are my dire necessity and that it is my absolute desire to have these shipped to me, no matter what the circumstances are.

My husband has informed me that he gave authority to release the above goods under the condition that the goods were shipped to me for safekeeping. As it is my husband's wish not to sell the above, I will appreciate it greatly if you will disregard the matter of selling the goods, and arrange for the immediate shipment of same. It is my belief that the matter of storage facilities is a secondary matter and I am positively sure this can be arranged somehow, after the goods arrive here.

Hoping for your kindest attention and service,
I remain

Yours very truly,

"Yae Kawai"

CANADIAN NATIONAL RAILWAYS

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, ... and is intended solely for filing or record.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described on the Original Bill of Lading, at Vancouver, B.C.....July 6, 1943 from ..... the goods described below .... assigns.

The Rate of Freight from ..... to..... is in Cents per 100 lbs.

Consigned to Yae KAWAI Tashme, B.C.

Destination Hope Province of B. C.

Route Car Initial

No Packages	Description of Articles and Special Marks	Weight	Rate	
2	cases Tailor Supplies	790	65	Prepaid

Received $5.14

"ORR"

Custodian of Enemy Property Shipper.
Per I.Barrett

A.R. Douglas Agent.
Per "illegible"

I hereby certify that
The above words are a true copy of the inserted parts on the original form.

July 28, 1948

M. Marstall
G.J.

796
Legal Dept.

912 Royal Bank Building,
Vancouver, B.C.,
July 8, 1943

Mrs. Yae Kawai,
Tashme, B.C.

Dear Mrs. Kawai;

Attached please find Bill of Lading covering a shipment of two (2) cases of Tailor's Supplies to you at Tashme, B.C.

With regard to the Union Fire Accident and General Insurance Policy No. 4032749 for $2500.00 covering these goods, we are advising the company of the new location of the goods. It is possible that the Insurance Company may not wish to continue this policy on account of the change in the storage arrangements. In any event, when this policy matures on November 25th, 1943, the matter of renewal and payment of premium will be left in your hands.

Yours truly,

K. W. WRIGHT
COUNSEL FOR CUSTODIAN

GHP/JF
Encl.

796
Legal Dept.

912 Royal Bank Building,
Vancouver, B.C.
July 9, 1943

The Camp Commandant,
Angler, Ontario

Re: P/W A-58, KAWAI, Isaburo

Dear Sir:

Will you kindly inform the above named Internee that in accordance with his instructions, two (2) large boxes said to contain Tailor's Supplies have been shipped to his wife, Mrs. Yae Kawai at Tashme, B.C.

Freight amounting to $5.14, plus cartage will be charged to the Internee's account at this office.

Yours truly,

K. W. WRIGHT
COUNSEL FOR CUSTODIAN

GHP/JF

Quote:101-P-58

DEPARTMENT OF NATIONAL DEFENCE
-Army-

Internment Camp,
ANGLER, Ontario,
July 14th 1943

Authorized Deputy Custodian,
912 Royal Bank Building,
VANCOUVER, B.C.

re: P/W 58 KAWAI Isaburo

Receipt is acknowledged of your letter File No.

796 dated July 9th 1943 regarding m/n.

The Internee states:-

" I acknowledge the contents of this letter".

"illegible"
for (G.C.Machum) Lieut.Colonel,
Commandant,
ANGLER Internment Camp,
Veterans Guard of Canada.

Copy to D.P.O.O.

Tashme, B.C.,
October 21, 1943.

Mr. Alexander, Mgr.,
Custodian's Office,
Vancouver, B.C.,

Dear Sir:

On Oct. 16, 1942, I interviewed Mr. Wright of the Custodian's Office, regarding Mr. Isaburo Kawai's tailoring material and other supplementary goods, valued at $2500.00. They were left in charge of a responsible officer at Kemp & Co.Ltd., Vancouver, B.C. A list with the goods was checked and found to be correct and a copy of Kemp and Co's receipt, together with a list of the goods, were handed over to Mr. Wright.

On April 5, 1943, I requested to have all the goods sent to me here and supplemented with a similar request from my husband, Mr. I. Kawai, the goods were finally shipped on July 26, 1943 to the local warehouse of Tashme.

In the presence of witnesses, the goods were examined and checked. One glance told me that there was a shortage of goods. One box in particular contained only one-third of the contents of the original. I am sure the shortage is certain. I noticed also that the boxes had been tampered with and the goods messed up and appeared to have been thrown in carelessly.

For the above reasons, I took this matter up with Mr. Hartley and he made a list of the items that came, together with the original list of which a copy had been handed to Mr. Wright and said that he would submit them to your office. But, to date, I have received no reply regarding same.

As I believed that the responsibility of the officer rests with the Custodian and with this belief, I left my valuable goods in the care of Kemp & Co. Therefore, will you kindly recheck thoroughly and investigate and give me a responsible answer.

Yours truly

"Yae Kawai"

Yae Kawai
Reg. No. 01754

11026

November 3rd, 1943

Mrs. Yae Kawai,
Registration No. 01754,
Tashme, B. C.

Dear Madam:

We are in receipt of your letter of the 21st ultimo regarding a shortage in tailoring material ex. cases received from Messrs. Kemp and Company.

We are quite unable to account for any shortage. The cases were intact when received by us from Kemp and Company and were shipped by us in the same condition as received. If any shortage exists, then it occured when the cases were not under our custody.

We regret being unable to be of any assistance to you unless the goods were covered by insurance against pilferage and theft.

Yours truly,

Geo. B. Spain,
Protection Department

GBS/HMS

BRITISH COLUMBIA SECURITY COMMISSION

December 11th, 1943.

Office of the Custodian,
Enemy Alien Property,
Royal Bank Bldg.,
VANCOUVER, B.C.

Re: Mrs. Kawai, # 01754

Dear Sir:

You will recall some time ago the above-named Japanese woman had a consignment of rather expensive woollens, etc., forwarded to her at Tashme. This woman and her family are in receipt of maintenance and the Commission was prepared to purchase these goods from her, offering her the sum of $1,250.00. These goods would be sold for the benefit of the Japanese through our Commission operated store at Tashme. Regarding the price, I understand that Kemps' have offered approximately $1,000.00 for this material.

Mrs. Kawai now refuses to take acceptance of a cheque or cash stating that her husband who is interned is the rightful owner of the material. We are at present storing the material in our Warehouse at our risk. The point I would like to suggest is, would you be prepared to formally take custody of this material and accept our cheque for the sum of $1,250.00, the same to be deposited to Mrs. Kawai's credit with you? We would take delivery of the goods and dispose of it through the method outlined above.

I would appreciate hearing from you in this regard.

Yours very truly,

"G. Collins"
GEORGE COLLINS, Commissioner.

796
Legal Department

509-10 Royal Bank Building,
Vancouver, B. C.
January 10th, 1944

The B. C. Security Commission,
Dick Building,
360 Homer Street,
Vancouver, B. C.

Attention: Mr. Eastwood

Re: P/W A-58, KAWAI, Isaburo and
Mrs. Yae KAWAI

Gentlemen:

We wish to thank you for your letter of the fourth instant, discussing the two cases of tailor's supplies owned by Isaburo KAWAI, and presently held in storage by you at Tashme, B. C.

In view of both your own and Mr. Kemp's opinion as to the value of these goods, and also in view of the present storage arrangements, the Custodian agrees to accept your offer amounting to $1,250.00, as the full purchase price of the goods now in your possession.

Upon receipt of your remittance covering the purchase price of these supplies, we will be pleased to place these funds to the credit of Isaburo KAWAI with the Custodian.

Yours truly,

K. W. WRIGHT
Counsel to the Custodian

GHP/jf

Tashme, B. C.,
February 9, 1944.

Mr. Wright,
Office of the Custodian,
Royal Bank Building,
Vancouver, B. C.

Dear Sir:

In April, 1943, application was made to have the two large boxes of tailoring materials belonging to Mr. Kawai brought here to Tashme. My husband had given his assent and the boxes were shipped here, the freight being paid for from the rentals of my husband's house in Vancouver.

Upon the arrival of the goods, the authorities here claimed that the materials were frozen goods and could not be handed over to me and so I could not obtain even certain materials which were required for personal use. The goods were left in the local warehouse from July, 1943.

The local authorities had approached me on several occasions, persuading me to sell the materials but I explained that the goods did not belong to me but to my husband.

On Jan. 17, 1944, the materials were suddenly sold at the local general store. When I asked Mr. Orfors and Mr. Byrnes under whose authorization and order were the goods sold, they explained that it was upon written order from the Custodian's Office.

On Oct. 14, 1943, a letter from the Custodian's Office to Kemp & Company stated that once the goods were outside of the Protected Area, the Custodian had no more responsibility over same.

Therefore, I wish to enquire who, in the Custodian's Office, issued to whom here the order to sell the goods. What was the tailoring stock sold for and what amount is credited to my husband's account? These are things which I cannot understand and I trust you will enlighten me with the necessary information.

Yours truly,

"Kae Kawai"
Yae Kawai
Reg. No. 01754

I hereby certify that the foregoing words are a true copy of the original (2 letters) whereof they purport to be a copy.

July 30/48