

662

Powell St., Branch
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: KUO, Toshiaki
HOME ADDRESS: 125 E. 2nd Ave., Vancouver, B.C.
REGISTRATION NUMBER 05500 SEX: Male AGE: 41
OCCUPATION: Rooming House attendant

(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: Nya
ADDRESS OF WIFE OR HUSBAND: Japan
NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: None
AGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: None
2. BUILDINGS AND OTHER IMPROVEMENTS: None
3. INSURANCE (Give particulars; state where policies are) None
4. TAXES (Amount and where payable) None
5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None
6. OCCUPANCY AND LEASES (If vacant so state) None

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: None
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN: None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 3 storey, 20 room, wooden frame building,
at 125 E. 2nd Ave., Vancouver, B.C.
2. LANDLORD'S NAME AND ADDRESS: J.A. McIlenny, 651 No. 2 Road, Stoveston, B.C.
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: Paid monthly—\$45.00. Paid to the end of March, 1942.
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: Furnishing for 20 rooms, including vacuum cleaner (1), 1 electric
refrigerator, 1 insect sprayer, located at 125 E. 2nd 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

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 B.C. Electric Co. Security Deposit Interest Statement No. 1485-5400.
Credit represents \$75.00

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
\$ 50.00 Victory Bonds, in own possession.

8. BANK ACCOUNTS: \$50.00—Savings No. 1008, Royal Bank, Main and Hastings Sts.
 9. LIFE INSURANCE: None Vancouver, B.C.

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

REMARKS: 4 room bungalow, wooden frame, Shiga-ken, Japan.

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 22nd day of March 1942.

(Signature)

Y. Kato

Witness

FOR DEPARTMENTAL USE

662

INFORMATION FROM R.C.M.P.

DATE July 13/43

File No. 662

Full Name KATO, Yosokichi
(Surname in Block Letters)

Registration No. 05309 ^V
Male - Female
(Check) Age Dec. 6/1879

Former Address 125 E. 2nd. Ave., City.

Date Evacuated 29/3/42 ^V
Naturalized - Canadian-Born - National
(Check)

Present Address Darling & Co., Chatham, Ontario

^V
Married - Single
(Check)

175 Bay St. W. Hamilton, Ont. (Comp. 10/4/43)
163 Elgin St. Hamilton, Ont. (Feb. 19/46)
Name of Wife ^{nee} (SEKIYA) Iya (Japan)

Name of Husband

Name of Mother ^{nee} (OGAWA) Tsuya (Dec'd) Name of Father Toji (Dec'd)

Names of Children under 16

Requested by E.C.T. Registered with Custodian
(Yes or No)

Additional Information Rooming House at above address.

PERSONAL PROPERTY SUMMARY

File No. 662

Sept. 30/46

RE: Yosokichi KATO, Reg. No. 05309

This file reveals the above owned no real property in any protected area of B.C., but did carry insurance on goods and chattels at 125 E. 2nd Ave. This is covered on Insurance summary on file.

CHATELS:

The above, who made his declaration to the Custodian on March 28/42 and was evacuated on March 29/42, declared furnishings for 30 rooms including a vacuum cleaner, electric refrigerator and one insect sprayer located at 125 E. 2nd Ave., Vancouver. Our agents, Richards, Akroyd & Gall Ltd. gave us a report on the chattels at this address on May 18/42 and that they were in such poor condition that they felt it would be impossible to persuade a junk man to move many of the pieces. On Aug. 3/45 we had the furniture and other chattels appraised by Thompson and Binnington, who recommended that sale of same to the tenant, Mrs. Christfield, for the sum of \$250.00. On Sept. 11/45 this sale was made and Mrs. Christfield paid the sum of \$250.00 into this office and it was credited to the account of the above. The appraisal fee in the sum of \$6.42 was charged to the account of the above, leaving a net sum of \$243.58 as proceeds from sale of chattels.

The file reveals the above owned no specified articles.

MONEY'S
RECEIVABLE:

The account of the above was credited with the sum of \$101.25, being a refund of security deposit for light and gas from the B.C.E.R.

VICTORY
BONDS:

The above declared a \$50.00 Victory bond in his own possession. This was not brought under the control of the Custodian.

BANK
ACCOUNT:

The above declared a savings account in the sum of \$90.00 in the Royal Bank of Canada, Main and Hastings Sts., Vancouver. This account was not brought under the control of the Custodian.

No property interests other than those mentioned above are found on this file.

The above summary is certified to be in accordance with the information on file.

Sept. 30/46
GBS:LBN

G.B. Spain
G.B. Spain

SUMMARY of LIABILITIES

April 10th, 1946

File No. 662

Isokichi KATO

Reg. No. 03309

This file reveals no claims against the above Japanese person.

The above summary is certified to be in accordance with the information on file:

[Signature]

P. Belmont

FD/32

REF.
NO.

05309

NAME

KATO, Yosokichi

FILE
NO.

662

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Atlas Assurance Co. Ltd.	<i>Renewed Pol. # M247076</i>	\$1,000.	May	7	1943	125 E. 2nd Ave., Vancouver, B.C.
Atlas Assurance Co. Ltd.	<i>Renewed Pol. # M248564</i>	\$1,000.	May	7	1944	125 E. 2nd Ave., Vancouver, B.C.
Atlas Assurance Company Limited	<i>Renewed Pol. # M249432</i>	\$1,000.	May	7	1945	125 E. 2nd Ave., Vancouver, B.C.
Atlas Assurance Company Limited	<i>Trans. & purchase Dec. 6/45</i>	\$1,000.	May	7	1946	125 E. 2nd Ave., Vancouver, B.C.

As the premium on Atlas Assurance Co. Ltd. Pol. #M275712 for \$1000.00, expiring May 7th, 1946, was paid by Mr. Christfield, which policy covered the goods and chattels at 125 E. 2nd Avenue, Vancouver, this policy was transferred to the purchaser, Mr. Christfield, on December 6th, 1945.

The above summary is certified to be in accordance with the information on file:

Donner
P. Doust.

PD/ER
December 6, 1945.

VANCOUVER, B.C.

May 18th, 1942.

Yasokichi KATO, REGISTRATION NO. 65309.

BUSINESS.

1. Rooming House at 125 East 2nd Avenue, Vancouver, B.C. Consisting of 30 Rooms used as Housekeeping Suites, being the two upper floors of the frame building at the aforementioned address. The premises are rented on a monthly tenancy at \$45.00 per month together with water rates. Heating is provided by the tenant by means of a Hot Water plant in the basement. The decorating and general condition of the rooms is poor. Furniture, furnishings such as blankets, sheets, linen, etc are in a deplorable condition, we feel that it would be impossible to find a purchaser and we doubt if a junk man could be persuaded to move many of the pieces.
2. The furniture and fixtures are owned outright by Mr. Kato, we were unable to locate the vacuum cleaner, electric refrigerator, insect sprayer mentioned in form JP, possibly these may have been removed by friends and relatives who called at the rooms after Mr. Kato left for camp.
3. Nothing is known of the man's assets other than those reported in form JP, and as far as is known there are no liabilities other than the usual monthly accounts contracted in the operation of the business.
4. We could find no information with regard insurance and we consequently have arranged coverage for \$1000.00 with loss payable to the Custodian.
5. We could discover no contracts effecting the business.
6. This man was evacuated suddenly at the beginning of April leaving no one authorized to operate the Rooms. On word from Mrs Christfield, one of the occupants that this had happened we made arrangements for the said lady to act as Manageress until such time as someone had been appointed to act in that capacity by your office. Mrs. Christfield was to collect all rents then due and to operate the rooms as if she were the owner of same, to pay all necessary bills that would occur in the operation of such business. At the end of April we found that the revenue derived was insufficient to take care of the disbursements. This was not carefully checked but now that we have the authority we shall investigate more carefully. Mrs Christfield received no remuneration for her services but received free rent of her suite, this is not sufficient to compensate her for work done.
It is quite evident that unless it can be shown that there is a profit to be had it will be very difficult to sell as a going concern and there will be no other alternative but to store the contents.
This would necessitate giving notice to the Roomers to vacate. There is of course the feature that under the new regulations of the Rental Control Board three months notice must be given.
7. Our recommendation is that Mrs Christfield be permitted to operate the rooms for a month or so at which time we shall know whether a profit can be made, which would assist the making of a sale.

Richards Akroyd & Gall Ltd.

H.B. Lerby
per J.

DIRECTOR

August 14th 1942

Goods belonging to Mr. Kato
Dufferin Rooms 125th - 2nd Ave.

1 Kerosene sprayer
1 Insect sprayer
15 Gas stoves 12 Gas plates very old.
28 Dressers 30 Bedsteads 30 mattresses
31 Bed springs 1 cot
24 Tables 4 stands 2 small cupboards
50 Chairs 2 Rockers 1 stool 1 step ladder 2
small & light ladders

Floor coverings for 30 rooms some
in poor condition

56 pillows 59 Blankets 5 quilts
68 sheets & some others unfit for use.
28 counterpanes 65 pillow cases 30 duvets
26 Bath towels 26 towels

Dishes & cooking utensils in 26 Rooms

Some dishes & utensils owned by tenants

1 Pickaxe, shovel, wheelbarrow. Three wash
tubs 2 wash boards.

1 clock.

Window Blinds & curtains for

30 rooms, many in poor condition

(Mrs.) Margaret Christfield

All these furnishings are in very poor condition

J. L. Thompson & Co.
LIMITED
J. L. Thompson & Co.

File #662

NAME: Yosokichi KATO

REG. NO: 05309

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
AUG 28 1942

August 17, 1942

EXHIBIT NO. 1231-6

NOV 8 - 1942

DATE

FILLED BY

K. A. Shurtle

LIST OF CHATTELS LEFT AT 125 East Second Avenue, VANCOUVER, B. C.

~~1 kerosene sprayer~~
~~1 insect sprayer~~
15 gas stoves (very old)
12 gas plates " "
28 dressers
30 bedsteads
30 mattresses
31 bed springs
1 cot
28 tables
6 stands
2 small cupboards
50 chairs
2 rockers
1 stool
1 stepladder
2 small ladders
floor coverings for 30 rooms (some in poor condition)
56 pillows
59 blankets
5 quilts
68 sheets and others unfit for use
28 counterpanes
65 pillow cases
30 dusters
26 bath towels
26 towels
dishes & cooking utensils in 26 rooms (some owned by tenants)
4 pails
1 shovel
1 wheelbarrow
3 washtubs
2 wash boards
1 clock
window blinds, curtains for 30 rooms (many in poor condition)

This represents all my chattels remaining in any protected area of British Columbia.

Confirmed:

DATE:

SIGNED:

Yosokichi Kato

Please sign and return one copy to the Custodian.

EVACUATION SECTION

Rec'd. AUG 14 1945

File No. 662

Ans.

Mr. P. Doet, Admin. Dept.
Vancouver, B.C.

145 - E - 2nd Ave.
Vancouver, B.C.
Aug. 13th - 45.

Dear Sir,

In reply to your letter
of Aug. 8th re. chattels
belonging to Mr. Kato, would
be willing to pay Two
Hundred and Fifty Dollars,
(\$250.00) for same. This
price does not include the
sprayers.

Yours truly,

(Mrs.) M. Christfield

ReFile #662

Milcom
EXHIBIT No. *1221-7*
DATE *NOV 8 1946*
FILLED BY *K. A. Christie*

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
AUG 3 1947

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

Dear Sirs:

For and in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, I desire you to allow Mrs. N. Christfield of 125 East 2nd Avenue, to have the full use of my furnishings of the rooming house at 125 East 2nd Avenue until such time as I return to Vancouver, when they are to be returned to me.

The aforesaid Mrs. Christfield is to operate the rooming house on her own behalf, paying all rent and up-keep.

Yours truly,

Yosokichi Rato

FILE #662

Chattels at 125 East 2nd Avenue
(no real property involved)

Question of selling chattels at Thompson & Binnington's
appraised value of \$250.00 to occupant of the building, Mrs. Christfield.

Thompson & Binnington strongly recommends this sale.

Lowest type of Rooming House and very poor quality furniture.

In Thompson & Binnington's opinion would not be desirable to
sell by auction.

This has been approved

Aug 29 1915

Translation of Japanese Letter

662 Out Kaslo, B. C.

Received a letter on the 4th instant regarding a rooming house. There maybe a difference between a White Person and a Japanese in operating a rooming house, but if you find anyone suitable it will be alright. When he returns he doesn't want any trouble. Will leave it up to the Custodian to find the right person.

(Signed) Y. Kato

Office The Custodian,
Japanese Evacuation Section.

File No. 662
Reg. No. 05309

Yoshikichi KATO

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1945 September 11	Sale of chattels Appraisal fee "	\$ 6.42	\$ 250.00	
1946 April 11	Cheque to you	240.00		
April 25	B. C. Electric Railway Co. Ltd. - refund security deposits		101.25	
October 1	Cheque to you	104.83		
		<hr/>	<hr/>	
		\$ 351.25	\$ 351.25	
				<u>NIL</u>

Accounting Department
July 27th, 1948

THIS INDENTURE made in duplicate the ^{16th} day of ^{October} September
in the year of our Lord one thousand nine hundred and forty-five.

BETWEEN:

THE HONOURABLE THE SECRETARY OF STATE OF CANADA
ACTING IN HIS CAPACITY AS CUSTODIAN UNDER THE
REVISED REGULATIONS RESPECTING TRADING WITH THE
ENEMY (1943).

(Hereinafter called the "GRANTOR")

OF THE ONE PART;

AND:

DOUGLAS FLETCHER CHRISTFIELD, of
125 East Second Avenue,
Vancouver, in the Province of
British Columbia.

(Hereinafter called the "GRANTEE")

OF THE OTHER PART;

WHEREAS YOSOKICHI KATO, Police Registration Number 05309,
formerly resided at No. 125 East Second Avenue, Vancouver, in the
Province of British Columbia;

AND WHEREAS the said YOSOKICHI KATO, a person of the Japanese
race, was required to leave the protected area in the Province of
British Columbia by order of the Minister of Justice pursuant to
the provisions of the Defence of Canada Regulations (Consolidation) 1941;

AND WHEREAS the Grantor under and by virtue of Order in Council
Number P.C. 1665 of 1942 and amendments thereto including P.C. 2483
of 1942 and P.C. 469 of 1943 and of the applicable provisions of the
Revised Regulations Respecting Trading With The Enemy (1943) is vested
with all the right, title and interest of the said YOSOKICHI KATO
in the goods and chattels hereinafter described and enumerated, and
hath contracted and agreed with the said DOUGLAS FLETCHER CHRISTFIELD
for the sale of the interest of the said Yosokichi KATO in the said
goods and chattels for the sum of Two Hundred and Fifty Dollars (\$250.00)
such sale to be executed by a Bill of Sale to the Grantee herein;

WITNESSETH that in consideration of the premises and of the
said sum of Two Hundred and Fifty Dollars (\$250.00) of lawful money
of Canada paid by the Grantee to the Grantor at or before the sealing
or delivery of these presents (the receipt whereof is hereby acknowledged)
the Grantor hath bargained, sold, assigned, transferred and set over and
by these presents doth bargain, sell, assign, transfer and set over

unto the Grantees, their respective executors, administrators and assigns, all those goods and chattels hereinafter set forth, described and enumerated as follows:

15 gas stoves	5 quilts
12 gas plates	68 sheets and others unfit for use
28 dressers	28 counterpanes
30 bedsteads	65 pillow cases
30 mattresses	30 dusters
31 bed springs	26 bath towels
1 cot	26 towels
28 tables	dishes & cooking utensils
6 stands	in 26 rooms
2 small cupboards	4 pails
50 chairs	1 shovel
2 rockers	1 wheelbarrow
1 stool	3 washtubs
1 stepladder	2 washboards
2 small ladders	1 clock
floor coverings for 30 rooms	window blinds, curtains for
56 pillows	30 rooms
59 blankets	

all of which goods and chattels are now in the possession of the Grantee and are situate, lying and being at No. 125 East 2nd, Avenue, Vancouver, in the Province of British Columbia, and all the right, title and interest, property, claim and demand whatsoever both at law and in equity or otherwise howsoever of me the Grantor of, in, to and out of the same and every part thereof.

TO HAVE AND TO HOLD the said hereinbefore assigned goods, chattels and effects and all of them and every part thereof, with the appurtenances thereto, and all the right, title and interest of the said Grantor thereto, and therein, as aforesaid, unto and to the use of the said Grantee to and for his sole and only use for ever;
PROVIDED that any covenants express or implied on the part of the Grantor are excluded.

The Grantor does not guarantee or warrant and has not made any representations whatsoever to the Grantee as to the quantity, quality, character and condition of the said goods and chattels and the Grantee acknowledges that he has purchased the said goods and chattels after personal inspection thereof and his own investigation without any representation or warranty whatsoever of the Grantor;
AND the Grantee further acknowledges that he has received and accepted delivery of all of the said goods and chattels from the Grantor.

IN WITNESS WHEREOF the said Grantor acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943) has executed these presents by his Deputy and the Grantee has hereunto set his hand and seal on the day and year first above written.

SIGNED, SEALED and DELIVERED

in the presence of
May C Mansell
Secretary of State,
Ottawa,
Manitoba
as to signature of Deputy Custodian.

W. J. Mathieu
as Deputy Custodian.

Eva Joan Spratt *Douglas F. Chingfield*
as to signature of Grantee

Grantee

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the Witness *May C Mansell*
Sworn before me this 17th day of October, A.D. 1945.

G. G. Beatty
A Notary Public in and for the
Province of Ontario.

AFFIDAVIT OF WITNESS

PROVINCE OF ONTARIO) I, *May E. Mansell*
TO WIT: } of the City of Ottawa, in the Province of Ontario,

MAKE OATH AND SAY AS FOLLOWS:-

1. That the paper-writing hereunto annexed, and marked "A" is the Bill of Sale and every schedule or inventory thereto annexed, or therein referred to, and every attestation of the execution thereof, as made and given and executed by *A. H. Mathieu*, Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943)

2. That the said Bill of Sale was made and given by the said *A. H. Mathieu*, Deputy of the Secretary of State of Canada on the *16th* day of *October*, 1945.

3. That I was present and did see the said *A. H. Mathieu* Deputy of the Secretary of State of Canada in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said *16th* day of *October*, 1945.

4. That the said *A. H. Mathieu* at the time of making and giving the said Bill of Sale, resided and still resides at *15th Arthur Street* in the City of Ottawa, in the Province of Ontario and then was and still is the Deputy of the Secretary of State of Canada.

5. That the name *May E. Mansell* set and subscribed as the witness attesting the due execution thereof is of the proper handwriting of me, this deponent, and that I reside at *577 Bronson Ave., Ottawa* and am a *Stenographer*

Subscribed to and sworn before me, this)
17th day of *October*, 1945,)
at the City of Ottawa, in the Province)
of Ontario.)

G. G. Beech } *May E. Mansell*
A Notary Public in and for the Province of Ontario.

EXHIBIT NO. 1-1-1-5
NOV 8 - 1945

PHONE: DAVE 3864

FILLED BY

THOMPSON & COMPANY
AUCTIONEERS AND APPRAISERS

ESTABLISHED 20 YEARS

ROYAL TRUST BUILDING.

626 PENDER STREET WEST.

VANCOUVER, B. C.

EVALUATION SECTION

AUG 6 1945

662
7/10/45
Spain

August 3rd. 1945

Department of the Secretary of State.
Office of the Custodian.
675 West Hastings Street.
Vancouver. B.C.

Attention Mr. Spain.

Dear Sirs:

RE YOSOKICHI KATO 125 EAST 2ND. FILE #662.

As per request of your Mr. Spain the writer personally inspected the above premises for the purpose of Appraising all the Chattels & Effects therein contained & advising the best method of disposing of same.

The above premises in its present condition is one of the lowest type of Rooming House, in the category of "Flop House" //

Your Inventory shows 30 Beds, springs & Mattresses, there are only 3 that are saleable, the other 27 are old Iron Beds that we can't get the Red Cross to accept as a gift. The 3 saleable Beds are worth \$8 each. The 28 Dressers are saleable worth \$4 to \$5 a piece - 28 Tables about \$1 each - 50 Chairs average 50¢ each - 15 Gas Stoves very old types question whether you could sell some of them, would not value the lot at more than \$25. 12 - Gas Plates \$1.25 each - Floor coverings so badly worn no value - The Bedding & Linen badly worn & patched could only be used in this type of House \$25.

The Tellus Kalsomine Sprayer looks like a new machine, the Tenant claims the Jap bought it from a door to door Salesman, but could not get it to work and could not again locate the Salesman. I have tried to find out if anyone in Vancouver had the Agency for this machine & what it sold for, but have had no success - would say this machine is worth at least \$35.

The Insect Sprayer could not be located, but Tenants claim it is no good, never could get it to work.

THOMPSON & COMPANY
AUCTIONEERS AND APPRAISERS

ESTABLISHED 30 YEARS

ROYAL TRUST BUILDING.

828 PENDER STREET WEST.

VANCOUVER, B. C.

This makes a grand Total of \$321.00. In our opinion if you could get the present Tenants to pay \$250 for everything except the Kalsomine Sprayer you would be getting good value for everything. Would strongly advise against moving goods to Auction Room for Sale & could not be done until all rooms vacated by present Tenants.

Yours truly,

THOMPSON & CO.

W. G. Thompson

IN THE MATTER OF THE "THUNDERBOLT ACT"
U.S. 1. UNITED STATES OF AMERICA, vs. [REDACTED]

RECEIVED PROPERTY CLAIMS COMMISSION

REPORT

THE COMMISSION, JAMES H. MILLER, JR., CHAIRMAN.

Chicago, Illinois,
November 8, 1945.

IN THE MATTER OF THE CLAIM OF
[REDACTED]

PROCEEDINGS AT HEARING

APPEARANCES

E. J. GIBSON, JR., Esq., I.C.,

Representing the
United States.

G. J. GIBSON, Esq.,

Representing the
Claimant.

A. GIBSON, Esq.,

Secretary.

G. J. GIBSON, Esq.,

Official Interpreter.

E. J. GIBSON, Esq.,

Official Reporter.

THE CHAIRMAN: The witness, being sworn, is ready to testify through the interpreter, as follows:

EXAMINATION BY MR. GIBBS:

Q. I show you a list entitled Personal Chattels. Is that your signature at the bottom?

A. Yes, sir.

Q. Now that list proposed under your instructions?

A. Yes.

Q. And is what is contained in there true?

A. Yes.

(PARTICULARS OF PERSONAL CHATTELS, MARKED EXHIBIT NO. 1)

MR. GIBBS: I submit as Exhibit 2 the Analysis of Personal Property Claim.

(ANALYSIS OF PERSONAL PROPERTY CLAIM, MARKED EXHIBIT NO. 2)

MR. GIBBS: Q. Before examination did you rent a boarding house at 125 East Second Avenue, Vancouver, B.C.?

A. Yes.

Q. And, did you own that place?

A. Yes. The business was sold but the house was not sold.

Q. You are claiming for certain articles which were left on these premises. Were those articles owned by you?

A. Yes.

Q. Among the articles for which you are claiming there are 50 blankets. You are claiming for 50 blankets?

A. Yes.

Q. And, in what condition were those blankets?

Y. H. H. H.
C. H. H.

Q. Now, he was one of the reading-room
vendors.

Q. The salesman? A. No. His own office
was in the Dominion Building in Vancouver.

Q. The vendor is wrong when he states that the
reading-room - he could never get in to work. Is
that correct? A. No, I used it. After I returned
from I received correspondence saying that these things
were not there and I replied and told them where to
look for it and then they found them.

Q. Now, I want to exhibit B an appraisal
of Thompson & Company, dated August 2, 1940.

(EXHIBIT B, DATED 2, 1940, WITNESS EXHIBIT B, D)

Q. The appraiser said that only three out of
30 beds were suitable. A. With such old stuff
as that I could not have been able to do business in
the reading room.

Q. How much did you charge your tenants to work
there for a year? A. Eight dollars a month
and also others for \$7.50.

Q. Did you rent any of these rooms just by the
night? A. Yes, at 50 cents.

Q. How old were these girls then?
A. There were some good ones and some old ones.
Q. And you give us an idea of how old they were,
roughly? A. Some were three, five and six or
seven years old, and some were fairly new.

Q. How long had you been in the rooming-house
business? A. About five years.

To: Mr. J. Edgar Hoover,
Director.

Q. Did you buy out a building place when you bought
it with all these furnishings?

A. Yes; and then I gradually bought new things
and replaced the old, year by year.

Q. A lot of these articles for which you are
claiming \$1,000.00 belonged previously to the rooming
house business which you purchased?

A. Yes. The beds, for instance, I bought about
half of them after I purchased.

Q. With respect to these 34 tables, how
old were they? A. There were some three
years, some eight, some 15 years.

Q. Let us take the blankets, sheets and quilts.
Did some or any of these belong to the former rooming
house business which you purchased?

A. I used to buy about 20 each year. Some
were only two years old and some three years old, and
some I bought the house I vacated.

THE SUB-COMMISSIONER: Q. Were some of them
there when you bought the rooming-house?

A. Yes. There were some.

MR. CHILVER: Q. It is suggested here that
some of the sheets were unfit for use. What do you say
as to that? A. Altogether there were about 25
sheets at the time I left the one which was at the
house and this list was made up four months after
I left, so the numbers appearing on the list are not
correct. There may have been two or three less, not
unlike sheets, but not many more than that.

T. H. H. H.
H. H. H.

addressed to the Sheriff:

"Dear Sirs:

For and in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, I desire you to allow Mrs. M. Christfield of 122 East 2nd Street, to have the full use of my furnishings of the rooming house on 122 East 2nd Street until such time as I return to Vancouver, when they are to be returned to me.

The aforesaid Mrs. Christfield is to operate the rooming house on her own behalf, paying all rent and taxes.

It is signed by "Franklin H. H."

See (See H. H. H.)

Were the floor coverings the same ones which were on the rooming house floor when you purchased it for which you are claiming? A. Some of it was the same but in one part I had changed it.

Q. I understand that some of these dishes and cooking utensils were used by the woman. Is that correct? A. No. All the stuff in the rooming house, so far as kitchen utensils and plated and things were concerned, were mine.

THE SHERIFF: With respect to this list, Exhibit 2, which purports to be a list of all the effects left by the defendant, which he admits he signed, there are two lines struck out with a blue pencil, the calculator sprayer, the insect sprayer. I take it that was not done before he signed and filed his list?

MR. CHRISTIAN: We are taking the position that

they were left in the custody of a person other than the Canadian.

THE SUB-COMMISSIONER: All I wanted to make clear is that he was claiming in respect of them at the time that this list was signed. In other words, it is alleged that they were then produced and taken to him signed then.

MR. CHURCHILL: No, I am not making any statement in respect of that.

THE SUB-COMMISSIONER: I thought unless that is correct he should be given an opportunity to correct it, because he has simply said that was his statement.

MR. CHURCHILL: I think that is all, thank you.

RE-EXAMINATION BY MR. OFFER:

Q. Were any of the blankets and sheets left in the rooming house at the time of the examination, the old ones which you purchased with the property five years previously?

A. Yes, there were some.

Q. About how many would there be? Do you know that?

A. Between 50 and 55 percent of the total.

Q. I see. I am showing you this letter, again. That is your signature to Exhibit 7 addressed to Mrs. Churchill. Who prepared that letter?

A. I do not know what is written there. I remember the letter was, yes; that is the letter I wrote in Japanese.

Q. Now,
A. Now.

Q. This is a translation. Do you it,
A. Nobody from the Custodian's
office.

Q. All right; that is all, thank you.

A. I saw it in Japanese. I did not know
anybody well enough in the camp to have him write for
me in English, so I wrote it in Japanese.

MR. CHRISTIE: I wish to file as Exhibit 6 an
offer to purchase these shuttles with the exception
of the sprayers. This offer is made August 15, 1945,
by Mrs. H. Christfield. The offer is in the amount
of \$500. In the same exhibit, Exhibit 6, I am
filing the bill-of-sale entered into between the
Custodian and Douglas Fletcher Christfield. The
consideration there is \$500.

(OFFER TO PURCHASE, Bill-of-sale, EXHIBIT
EXHIBIT 6, 6)

It is submitted that these shuttles which
were sold to the tenant by tender were sold at their
fair market value.

It is further submitted that the Custodian is
not responsible for the sprayers which were left in
the custody of a person other than the Custodian by
the claimant.

(PROCEEDINGS CONTINUED NEXT PAGE)

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

A. S. Vinton
A. S. VINTON
Official Reporter.

11
Y. Noto claim.

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

W. A. Miller

E.A. Miller,
Deputy Commissioner.

DEFENCE BRIEF

Toronto, Ontario.
November 8, 1948.

Yoshokichi KATO

File No. 662

Case No. 1221

PERSONAL PROPERTY CLAIM
(All claims shown are Gross)

Chattels

\$1558.30

(a) Goods valued by claimant	<u>Appraised at</u>	<u>Sold for</u>
at \$1453.30	\$250.00	(Tender, etc.) \$250.00

Witness: Thompson & Co., Appraisers.

References:

Exhibit #3, Report May 18/42, Richard, Akroyd & Gall Ltd., states: "Furniture, furnishings such as blankets, sheets, linen, etc. are in a deplorable condition, we feel that it would be impossible to find a purchaser and we doubt if a junk man could be persuaded to move many of the pieces".

List dated August 14/42 (on claim file) signed by J. D. Thornthwaite of Richards, Akroyd & Gall, Ltd., states furnishings are in very poor condition.

See Exhibit #5 - Thompson & Co.'s letter August 3/45.

(b) Goods valued by claimant
at \$105.00

Unsold

References:

Exhibit #7, letter August 3/42, and
Exhibit #8, letter August 13/45.

Submission:

Transcript P.10, lines 19-25:

"It is submitted that these chattels which were sold to the tenant by tender were sold at their fair market value.

It is further submitted that the Custodian is not responsible for the sprayers which were left in the Custody of a person other than the Custodian by the claimant".

Summary of Defence
Witnesses

Where Required

Summary of Documents
to be filed.

Witness
Proving same.

Thompson & Co.

Name of Claimant **KATO, Yoshichi**Case **1821**Custodian File **642**

<u>REAL PROPERTY</u>										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
<u>PERSONAL PROPERTY</u>										
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			
<u>NETS</u>										
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	
<u>MISCELLANEOUS CHATELS</u>										
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	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
			46%	105.00	49.50	250.	30.00	80.00	70.50	
TOTAL RECOMMENDATION										150.50

November 3rd, 1950.

Mr. Yosokichi KATO,
52 Durrie St.,
Hamilton, Ont.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1221

We have received from the Co-Operative Committee on Japanese Canadians, our form of Release which has been executed by yourself covering the award recommended under the above Claims Commission for the sum of ... \$158.30.

Cheque in your favour is enclosed for \$158.30
and we have paid the Co-Operative Committee .. Nil
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FCS/js
1 encl.