

2144



HASTINGS PARK  
OFFICE OF THE CUSTODIAN

## JAPANESE SECTION

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

## PERSONAL INFORMATION

NAME: YAMAMOTO, Nobuto,

HOME ADDRESS: Kingsway, Port Alberni, B.C.

REGISTRATION NUMBER 07644 SEX: Male AGE: 53

OCCUPATION: Fish Porter. ( In Cannery)

(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: B. C. Packers Ltd.

MARRIED? No.

NAME OF WIFE OR HUSBAND: None

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: None

AGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS: None

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

4. TAXES (Amount and where payable) None

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

None

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



7. STATE WHEREABOUTS OF TITLE DOCUMENTS: \_\_\_\_\_
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: \_\_\_\_\_
9. IF FARM LAND STATE CROPS SOWN: \_\_\_\_\_

**STATEMENT OF REAL PROPERTY OCCUPIED**

1. LOCATION AND DESCRIPTION: \_\_\_\_\_
2. LANDLORD'S NAME AND ADDRESS: \_\_\_\_\_
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: \_\_\_\_\_
4. STATE WHEREABOUTS OF LEASE: \_\_\_\_\_
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) \_\_\_\_\_
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: \_\_\_\_\_

**STATEMENT OF PERSONAL PROPERTY OWNED:**

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: \_\_\_\_\_
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS \_\_\_\_\_
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY \_\_\_\_\_



4. INSURANCE CARRIED ON ABOVE PROPERTY:

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

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

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

8. BANK ACCOUNTS:

9. LIFE INSURANCE: The Family Beneficiary Society. \$2500.00 Has had this  
policy 15 yrs, and paid in approximately \$300.00.

10. INTEREST IN ANY ESTATES OR TRUSTS:

11. SAFETY DEPOSIT BOX:

**LIABILITIES:**

1. PERSONAL DEBTS:

2. TRADE DEBTS:

REMARKS:

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 20th day of March, 1942.

(Signature)

N. YamamotoJ. C. Bardwell

Witness

FOR DEPARTMENTAL USE



INFORMATION FROM R.C.M.P.

DATE 26/2/43

File No. 2144

All Name YAMAMOTO, Nobuto  
(Surname in Block Letters)

Registration No. 07644

☒ Male - Female  
(Check)

Age Feb. 1/1889

Former Address Box 495 (Kingsway) Port Alberni, B.C.

Date Evacuated Mar. 21/42 Naturalized - Canadian-Born - National  
(Check) ☒

Present Address Deceased

Died at Jasper, Alberta  
on July 3/42

☒ Married - Single  
(Check)

Name of Wife \_\_\_\_\_

Name of Husband \_\_\_\_\_

Name of Father Deceased

Name of Mother Deceased

Names of Children under 16 \_\_\_\_\_

Requested by P. Hunter

Registered with Custodian Yes  
(Yes or No)

Additional Information Fish Porter



GENERAL SUMMARY

File No. 2144

Nobuto YAMAMOTO, Deceased

Reg. No. 07644

Nobuto YAMAMOTO died at Jasper, Alberta, on July 3, 1942. According to information available, he was single and had no relatives in Canada.

The only asset declared to the Custodian by the deceased was an insurance policy in the Family Beneficiary Society in the amount of \$2,500.00. Upon the death of YAMAMOTO it was found that the named beneficiary under the policy was Masao HIRAOKA, file #1793. The Membership Certificate, however, was found to be in the possession of Chiene KUROYAMA to whom it appears to have been hypothecated as security for the deceased's indebtedness to her for board and room and other expense over a long period of time. Upon being asked to surrender the Certificate, Mrs. Kuroyama did so reluctantly and, at the same time, submitted her account in the sum of \$485.30 to cover Yamamoto's board and room and incidental expenses, including payment of the premiums on Mr. Yamamoto's Family Beneficiary Society insurance policy. In order to protect her interest, the Custodian requested Mr. W. A. Ackland, the Official Administrator at Fort Albert, to apply for Letters of Administration of the estate of the deceased. Letters of Administration were granted on December 23, 1942.

The Family Beneficiary Society objected to paying the death benefits under the policy on the grounds that the beneficiary named was not a relative of the deceased or in any way dependent upon the deceased, and as the Society was incorporated under the Societies Act, they were only empowered to pay benefits to husbands, wives and other dependents of the members. Their legal adviser also raised the point that Yamamoto died of chronic diabetes mellitus on July 3, 1942, and had, therefore, misrepresented the facts in his application for insurance in stating that he was in good health. Mr. Sheppard, of Locke, Lane, Guild and Sheppard, was asked for his opinion and stated that the contention of the Society was not well founded and that a writ should be issued as he was satisfied that the Society would make settlement without allowing it to go to trial. Inquiries were made by this office relative to the family and health of the deceased and it was found that the deceased had no dependents and that he had not been in good health at the time he made application for the insurance. Mr. Sheppard was then requested to make every effort to obtain settlement of the claim for at least \$750.00 and, if possible, \$1000.00, in order that the claims against the Estate and legal fees might be satisfied. Mr. Sheppard was successful in obtaining a settlement of \$750.00 and these funds were remitted to this office upon a satisfactory release, signed by the Custodian and the Official Administrator, being given to the Society. The funds, \$750.00, were then turned over to the Official Administrator for distribution.



-2-

File No. 2144

The sum of \$74.00 was received by this office from the Official Administrator to be paid to the B. C. Security Commission to cover funeral expenses of the deceased which were paid by the Commission. After the legal expenses were paid by the Official Administrator, the remaining sum of \$351.97 was forwarded to this office for the account of Chieno KUROYAMA in payment of her claim.

The only other asset of the Estate was a suitcase of personal effects which the deceased had with him at the time of his death. Soon after Yamamoto's death, Hiroaka requested that the baggage of the deceased be sent to him. It was impossible to do this at that time as he had no legal claim to the baggage. After the other assets of the estate had been disbursed, however, the matter of this baggage was brought to the attention of the Administrator and he gave permission to ship the suitcase of personal effects to Hiroaka as he had requested. Hiroaka, when advised of this, requested that the suitcase stay where it was. It was later discovered that the contents of the suitcase were badly moth-eaten and had to be abandoned. The suitcase was sold at auction for the net amount of \$4.30 and this sum was credited to the account of the deceased in this office. As Mrs. Kuroyama had not received full payment of her claim, this sum of \$4.30 is today being sent to her and the account of the deceased in this office is now closed.

No assets and no liabilities, other than those mentioned above, appear on this file.

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

*W. Cleaver*

March 6, 1947.

/AC



NAME YAMAMOTO, Nobuto

REGISTRATION NO. 07644

FILE NO. 2784

The following chattels were sold by public  
auction at Vancouver, B. C. on April 12th, 1946.

Suitcase

\$ 6.25

Total

(Auctioneer's fee \$ .78

\$ 6.25

Less Expenses:

(Advertising .40

(Moving .77

\$ 1.95

Net Proceeds Credited:

\$ 4.30

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 60

Remarks.

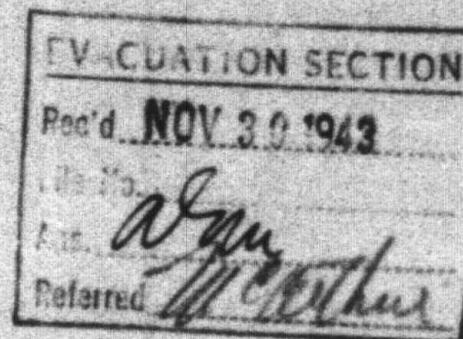


W. A. ACKLAND  
OFFICIAL ADMINISTRATOR

PORT ALBERNI, B.C.

November 27th.1943.

Office of the Custodian,  
Japanese Evacuation Section,  
506 Royal Bank Building,  
Hastings & Granville,  
Vancouver.B.C.



Dear Sir,

Re:- Nobuto Yamamoto, decd.  
Your File 2144.

I beg to acknowledge the receipt of your letter of  
November 23rd., enclosing the following:-

Cheque for \$750.00 in settlement of the claim of the  
above estate against the Family Beneficiary Society.

Legal account of Locke, Lane, Guild & Sheppard, Barristers  
in the sum of \$75.00.

When I have received Bill of Cost from the Solicitor  
for this estate, I shall be glad to carry out your instructions  
regarding funds payable to Chieno Kuroyama (Mrs. Tokumatsu),  
and remit same through your office.

I shall be vouchering for the payment of the above legal  
account of \$75.00 through the usual channels, in due course.

I enclose my official receipt for your cheque of \$750.00,  
and wish at this time to thank your department for your  
assistance and co-operation in the settlement of this estate.

Yours very truly,

Official Administrator.



File 1723 2M4

LOCKE, LANE, GUILD & SHEPPARD  
Barristers & Solicitors

C. H. LOCKE, K.C.  
W. S. LANE C. K. GUILD, K.C. (NAN)  
F. A. SHEPPARD, K.C. (NAN) K. L. YULE  
J. R. YOUNG S. E. LANE  
D. E. LOCKE

Rec'd	JUL 20 1943
File No.	
Ans.	
Referred	

CABLE ADDRESS: "MAYERS"  
TELEPHONE: PACIFIC 7137

703 Rogers Building

Vancouver B. C.  
July 19th, 1943.

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

Attention Mr. Wright.

Dear Sirs:-

Re : Masa Hiraoka and Nobuto  
Yamamoto, Deceased - Your files  
No. 2144 and 1793 Legal Department.

From your instructions Nobuto Yamamoto on July 4th, 1928 became a member of The Family Beneficiary Society and obtained a certificate of membership of that date, which included insurance on his life payable to Sotomi Yamamoto. On September 12th, 1935 the insured Yamamoto made a further application to the Society for an insurance policy in which he made representations of good health. The significance and the reason for that application is not known to the Society; there appears to be no formal record of the original certificate having lapsed. On December 5th, 1939 the beneficiary was changed to "Masao Hiraoka, Dependent of the said Nobuto Yamamoto." This change was made by endorsement on the original certificate although this is also the beneficiary named in the application of September 12th, 1935. The insured has since died and the Society refuses payment on two grounds :-

1. As stated by Mr. King, Solicitor, in his letter of April 29th, 1943 : "It turns out that Masao Hiraoka was in no sense a dependent, or even a relative of the deceased. It follows that the contract in which he is purported to be a beneficiary is a nullity, on the simple ground that it is beyond the statutory powers of the Society."

2. That the application for reinstatement of December 5th, 1939 was founded on misrepresentations in that the insured died on April 3rd, 1942 of chronic diabetes mellitus.

As to the first objection by the Society the Societies Act, Chap. 265, Section 3, subsection 2 provides as follows :-



Office of the Custodian.

"A Society may make provision for the benefit of its members by means of subscriptions against sickness, disability, unavoidable misfortune, or death, and for relieving their husbands, wives, children, or other dependents, but shall not otherwise carry on the business of insurance, and every society operating under this subsection shall notify the Superintendent of Insurance to that effect, and furnish him with such information as he requires in regard to such operations. A society required to be licensed under the "Insurance Act" shall not commence or carry on its operations unless it is licensed under and complies with that Act. "

The objects of the Society as stated in its Declaration are the equivalent of the permitted objects stated in the quoted sections of the Act. The variations are not of importance. We agree with the Society that this section limits the powers of its Society in undertaking insurance and any insurance outside the Section is void as ultra vires. As to the position of Hiraoka, the designated beneficiary, it appears from his letters of November 14th, 1942 and of May 14th, 1943, that he was named as beneficiary because the assured had no close relatives and was a good friend of this beneficiary's father and that the beneficiary's father had given the insured money. It, therefore, appears that this beneficiary is not one of the designated relatives and is not a dependent of the insured, and therefore the designation of this beneficiary is outside the powers of this Society. We can find no reported cases of this Province covering the point and the matter must therefore be answered on principle but when the Section permits insurance for the benefit of relieving certain designated persons that is impliedly against benefitting others, and Hiraoka does not appear one of the designated persons. However, assuming the designation of Hiraoka to be ultra vires the Society we do not agree that the consequences raised by Mr. King do follow, or that the whole insurance has become invalid. The original designated beneficiary was Sotomi Yamamoto which according to your files referred to as wife of the insured, and we also understand that she has since died, but the date does not appear from the information submitted. There is a suggestion that the death was prior to November 18th, 1939 when Hiraoka was substituted. As against that there is the purported signature of Sotomi Yamamoto on that request for change of beneficiary.

We would suggest that the relationship of Sotomi Yamamoto to the insured be verified but assuming that she was the wife she further becomes one of the beneficiaries permitted by the Act and it would follow that the certificate of membership



Office of the Custodian.

of July 4th, 1928 was a valid contract of insurance so far as the powers of the Society are concerned, and under that certificate there was the undertaking to pay Sotomi Yamamoto or in the event of her death to pay the insured. On December 5th, 1939 by a purported contract between the insured and the Society the beneficiary was changed to Hiraoka. Assuming this latter contract to be ultra vires because Hiraoka was not a dependent or relative then it is void and of no effect on the certificate of insurance previously issued, and being void and of no effect the previous valid insurance of July 4th, 1928 remains unaffected, and continues payable to Sotomi during her life and in the event of her death to the insured.

Mr. King's argument contains statements mutually inconsistent in that he says on the one hand that the change of beneficiary is void as ultra vires and on the other hand that the change of beneficiary was not void but effective in order to substitute Hiraoka for Sotomi. We do not see how he can say that the change was void and at the same time say that the purported change was not void but an effective change of beneficiary.

Re -Misrepresentation

The second contention of the Society is that the policy is void on the grounds of misrepresentation. The Insurance Act, Section 182, Subsection 3 makes Sec. 76 to 129 inclusive, applicable to this Society. Under Sections 83 and 84 the non-disclosure or misrepresentations of material facts would void the policy provided that the policy becomes incontestable after two years in the absence of fraud. The insured died according to the medical certificate on April 3rd, 1942 of chronic diabetes mellitus. Two years have now elapsed whether it be taken from 1928, the original application, or from September 12th, 1935, the second application, and therefore the insurance is incontestable unless the Society can establish that the insured knew the statements to have been false at the time of the application. There are two applications substantially similar excepting but in that of 1928 the insured stated he drank moderately and in 1935 he stated he did not drink. This appears to be immaterial in that the insured first disclosed that he did drink moderately. The important misrepresentations are that he had good health and in 1935 he stated he had not consulted a physician for the past three years, that he had never been told his urine contained albumen casts or sugar. These statements and failure to disclose facts material to the contract are made the basis of misrepresentation:-



Office of the Custodian.

(a) To avoid the insurance in its entirety the Society must establish that on July 4th, 1928 the insured knew he was suffering from diabetes and misrepresented his condition or wilfully withheld the disclosure that he was suffering from diabetes. Physicians whom we have consulted in Vancouver inform us that it is quite possible he did not know he had that condition in 1928, and it was further possible that he did not have it, so the representations may have been truthful.

(b) As to the statement of September 12th, 1935 we have gone through the records of this Society so far as they are available, and cannot find any reason for such application. You could understand that had the original policy lapsed for non-payment of premiums then it would be necessary for the insured to apply for reinstatement, and such application must disclose his condition at that time so far as he knew, but the records of the Society do not show that the policy had lapsed, and if the policy had not lapsed and had continued throughout as a valid insurance then the representations in the statement of September 1935 are immaterial because they were not acted upon by the Society except possibly to change the beneficiary, but we do not see how the condition of the insured's health would be material to the change of beneficiary for two reasons :-

1. The beneficiary was not changed - the purported designation was ultra vires.
2. The risk insured against is the death of the named insured and we cannot see that he is any more likely to die with Hiraoka named as beneficiary than Sotomi.

We would suggest as a precaution that enquiries be made of the physician attending at the time of death to find out if he knows when the insured first knew that he did not enjoy good health, and in particular whether he knew that he had diabetes either in 1928 or in September 1935. From the information now available to us it would appear to us that this misrepresentation is not a defence but that may be modified by subsequent information.

It, therefore, follows that on the facts disclosed



Office of the Custodian.

there is prima facie a valid policy of insurance payable to the estate of the insured by reason of the prior death of the original beneficiary, Sotomi Yamamoto .

Re Claim of Mrs. T. Kuroyama

This woman claims as a creditor of the insured and also by deposit by way of security of the certificate of insurance. In that the monies go to the estate she as a creditor would have a preferred right , therefore it is immaterial whether she claims as a creditor or in the hypothec.

Testamentary dispositions.

In our opinion the change of beneficiary although signed before two witnesses is not a Will of the insured in that it is not intended to take effect only in the event of death , but is intended to take effect presently. It is, therefore, not a testamentary disposition but an intended immediate change of existing contract.

Re-Estoppel

We are of the opinion that the Society is not estopped from denying that Hiraoka is a dependent for two reasons :-

1. An estoppel could not make valid a contract which is otherwise ultra vires.
2. Neither the insured, nor Hiraoka, could be misled by any conduct of the Society in that they both knew whether or not the latter was a beneficiary; not being misled there could be no estoppel.

Probable interest in the insurance monies.

As monies payable to the Administrator they would be held first for the creditor . The surplus, if any , after paying the administrator's costs will devolve upon the next-of-kin of the insured, if any. Hiraoka stated the insured had no relatives. In that event the monies would be bona vacantia and pass to the Crown in the right of the Province . On the other hand if the insured had relatives and they are enemies then the monies would pass to the Crown in the right of the Dominion.



Office of the Custodian.

Re-Limitation

We would point out that under the Insurance Act, Sec. 124, any action must be commenced within one year next after the furnishing of reasonably sufficient proof of the maturity of the contract and of the right of the claimant to receive payment. The insured died on April 3rd, 1942 but that does not fix the date when the year begins to run. We observed that on September 4th, 1942 you forwarded to the Society the official death certificate and medical forms duly completed. However, you did not then forward the original membership certificate which had been requested by the Society. On September 8th, 1942 the Society required proof of the identity and existence of the beneficiary Hiraoka and "her relationship"; on January 23rd, 1943 the Society wrote asking for further information about the named beneficiary; April 29th, 1943 the Society wrote it was not satisfied of the claim of the named beneficiary. It, therefore, appears that it might well be contended that the year had not begun to run but it would be a proper precaution for you to assume that the year runs from September 4th, 1942 and therefore any action should be brought on or before September 3rd, 1943.

In conclusion we are of the opinion as follows :-

- (a) On the facts submitted there is a probable cause of action.
- (b) Whether the Custodian has any interest must depend upon whether the monies devolve upon enemies whose interest would thereupon vest in the Crown in the Right of the Dominion.
- (c) An action should be brought by the Official Administrator, the personal representative of the insured, but in that he would be held liable for costs we think it would be a proper precaution on his part to obtain indemnity from those who will benefit by his action. In any event if he recovers the monies he should apply to the Court for directions before disbursing it in order that the Court may determine whether the surplus monies pass to the Crown in the Right of the Province or to the Crown in the Right of the Dominion.

We have discussed the matter with Mr. King pointing out that we are of the opinion that his contention that the



Office of the Custodian.

policy was ultra vires was not well founded, and also the difficulties of establishing fraud. He wished to know whether we would not accept a settlement if the offer was raised from \$250.00 to \$485.30, the amount of the creditors' claims. The value of the claim must depend upon the information received from the Doctor and we would suggest that these enquiries be made before any offer of settlement is accepted, bearing in mind the period of limitation. In any event we would suggest that a Writ be issued not later than September 3rd as we are satisfied that the Society would make settlement without allowing it to go to trial.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :- *FAS*

FAS/EB.



Mr. P. P. Allen and  
Manager  
Office of Custodian  
Vancouver, B.C.

File No. { 1793  
2144

EVACUATION SECTION	
Rec'd MAY 20 1943	
File No.	
Ans.	
Referred	

Sandon, B.C.  
May 14, 1943

Dear Sir:

Re Mr. Nobuto Yamamoto, Deceased.

I beg to acknowledge the receipt of your letter of the 5<sup>th</sup> inst. I wish to state as follows:-

1. Mr. Nobuto Yamamoto, deceased, is not my relative.

2. My father, Mr. Heijiro Hiraoaka is the most intimate friend of the deceased. They came this country from the same birth-place in Japan. Therefore they have the very close relations just like brothers.

3. The deceased has no blood-relation here at all, and trusted my father.

4. The deceased had been very weak ever since when he had come here with my father. My father gave the financial assistance to him through me all the time, amounting to about \$800<sup>00</sup>.

Under the above-mentioned circumstances, the deceased appointed me the beneficiary.



I wish, herewith, to enclose the letters  
from Mr. H. A. King and the others which I  
have received until to-day regarding the  
matter.

Very truly Yours.

Mano, Hinata

Enclosed

Mr. H. A. King's Letters

Jan. 26, 1943

Mar. 17, 1943

Apr. 29, 1943. with Release Paper

Mr. A. G. McCulloch

Oct. 6, 1942



**GARFIELD A. KING**  
BARRISTER, ETC.

TELEPHONE: MARINE 8642

BRANCH OFFICE AT  
MISSION CITY, B. C.

61

SUITE 62, LEIGH SPENDER BUILDING  
655 GRANVILLE STREET  
VANCOUVER, B. C.

Jan. 25, 1943.

Without prejudice.

Mr. Masao Hiraoka,  
Sandon, B.C.

Dear Sir:

RE: Nobuto Yamamoto, deceased.

I am acting for The Family Beneficiary Society, which issued, some years ago, a Certificate of Membership to the above-named, who died on July 3, 1942.

In the Certificate you were named as beneficiary.

We have had a claim for the proceeds of the Certificate, first, from the Custodian, with the request that the same be paid to the Deputy Custodian, to be credited to your account, pending receipt of all claims against Japanese.

We next had a demand from the Official Administrator at Alberni who has been appointed Administrator of the estate of the deceased.

We have not, as yet, complied with either of these requests. We would prefer to deal with you.

However, before taking final action in the matter, the Society would like to have some further information about yourself, particularly your relationship to the deceased. Please advise whether you were in any way related to the deceased or in any way a dependent of his, and the circumstances, so far as you know, under which Yamamoto came to name you as beneficiary.

Yours truly,

K/

*Garfield A. King*



**GARFIELD A. KING**  
BARRISTER, ETC.

TELEPHONE: MARINE 8642

BRANCH OFFICE AT  
MISSION CITY, B. C.

61

SUITE 54, LEIGH SPENDER BUILDING  
888 GRANVILLE STREET  
VANCOUVER, B. C.

March 17, 1943.

Mr. Masao Hiraoka,  
Sandon, B.C.

Dear Sir:

I acknowledge receipt of your letter of Feb. 15th in reply to my letter to you of January 25th.

I have given full consideration to this matter and the legal position is this: - the Society, under its charter, has certain powers of insurance, but is not permitted by the Societies Act to recognize as a beneficiary one, like yourself, who is neither a relative or in any way dependent on the deceased member. In fairness, however, I feel that some sum should be repaid, and I suggest \$250.00, and this the Society is prepared to pay you in settlement. This, however, is a recognition of a moral claim but not a legal claim. I may say, as I think I said in my letter of Jan. 25th, that certain officials are making a claim for this money, but, in my opinion, they have absolutely no valid claim to it, and the Society does not propose to recognize their demands.

If you decide to accept this offer, which is made without prejudice, you should sign and have completed the enclose form of Release and send the same to The Royal Bank of Canada, Robson Street Branch, Vancouver, B.C., with a letter to the Manager saying that the Release is to be delivered only on receipt of a certified cheque in your favour for \$250.00 which the Bank is to send to you. The Bank will pay that sum (\$250.00) to you on receipt of the completed Release, which should be made before a Notary Public or a Commissioner for taking affidavits within British Columbia.

yours truly,

*Garfield A. King*

K/



**GARFIELD A. KING**  
BARRISTER, ETC.

TELEPHONE: MARINE 8842

BRANCH OFFICE AT  
MISSION CITY, B. C.

61  
SUITE 64, LEIGH SPENDER BUILDING  
555 GRANVILLE STREET  
VANCOUVER, B. C.

April 1, 1943.

Mr. Misao Hiraoka,  
Sandon, B.C.

Dear Sir:

RE: The Family Beneficiary Society -  
Nobuto Yamamoto - Cert. A 3323.

indefinitely.

be withdrawn.

I wrote you on March 17 in this matter.

The offer then made is not open for acceptance

Unless accepted within one week, it will

Yours truly,

K/





**GARFIELD A. KING**  
BARRISTER, ETC.

TELEPHONE: MARINE 8842

BRANCH OFFICE AT  
MISSION CITY, B. C.

61

SUITE 61, LEIGH SPENDER BUILDING  
555 GRANVILLE STREET  
VANCOUVER, B. C.

April 29, 1943.

Mr. Masao Hiraoka,  
Sandon, B.C.

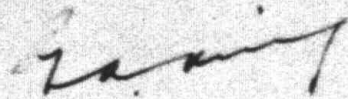
Dear Sir:

RE: The Family Beneficiary Society and  
Nobuto Yamamoto, Cert. A 3323.

Not having had your acceptance of the offer  
made on March 17th last, without prejudice, the  
same is now withdrawn.

Please return to this office the form of  
Release which I sent to you.

Yours truly,



K/



R E L E A S E

Whereas NOBUTO YAMAMOTO, formerly of Green Cove, Uchuck-  
lesit Harbour, County of Nanaimo, British Columbia, fisher-  
man, died at Seton Hospital, Jasper, in the Province of  
Alberta, on July 3, 1942, intestate; and whereas at the time  
of his death the said Nobuto Yamamoto held a Certificate of  
Membership in The Family Beneficiary Society, a society in-  
corporated under the "Societies Act" of British Columbia;  
and whereas the beneficiary under the said Certificate is one  
Masao Hiraoka, of Sardon, British Columbia, who is neither  
a relative or a dependent of the said deceased and is there-  
fore not entitled in law to the benefit of the said Certificate  
of Membership No. A 3323; and whereas The Family Beneficiary  
Society, while denying any liability to the said Masao Hiraoka  
in respect of the said Certificate of Membership, has offered  
to pay the said Masao Hiraoka the sum of Two Hundred and Fifty  
Dollars (\$250.00) in full of all claims under said Certificate  
of Membership, and the said Masao Hiraoka has agreed to accept  
the said sum of \$250.00 in full settlement of any and all  
claims he may have in respect of the said Certificate of  
Membership; Therefore these presents witness that in consid-  
eration of the premises and of the said sum of \$250.00 now paid  
to him, the said Masao Hiraoka, by the said The Family Benef-  
iciary Society, he, the said Masao Hiraoka hereby releases  
and discharges the said The Family Beneficiary Society of and



from every claim and demand which he the said Masao Hiraoka has or may have in respect of the said Certificate of Membership No. A3323 or otherwise howsoever.

In witness whereof the said Masao Hiraoka has set his hand and seal at Sandon, British Columbia, this day of March, 1943.

Signed sealed and delivered  
in the presence of:-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR MAKER

I hereby certify that on the day of March, 1943, at Sandon, British Columbia, MASAO HIRAOKA, who is personally known to me, appeared before me and acknowledged to me that he is the Masao Hiraoka mentioned in the within instrument as the maker thereof, and whose name is subscribed thereto as party, that he knows the contents thereof, and that he executed the same voluntarily and is of the full age of twenty-one years. IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office at Sandon, British Columbia, this day of March, 1943.

\_\_\_\_\_  
A Commissioner for taking affidavits  
within British Columbia.

\_\_\_\_\_  
A Notary Public in and for  
the Province of British Columbia.



A. G. McCULLOCH  
BARRISTER & SOLICITOR  
NOTARY PUBLIC

LAW OFFICES: CROLL BLOCK  
PORT ALBERNI, B. C.

October 6, 1942.

Massao Hiraoka, Esq.,  
Griffin Lake Camp,  
Three Valley, B. C.

Dear Sir:-

Re- Estate of Nobuto Yamamoto, deceased,

Mr. Yamamoto died at Jasper on July 3rd. I understand he had a Life Insurance Policy in the sum of \$2500.00 with the Family Beneficiary Society, which is represented by Membership Certificate #A 3323.

I understand that you were the beneficiary under this Policy and that it is possible that you may have this Membership Certificate in your possession. I am acting for the Official Administrator, who will be applying for Letters of Administration to the Estate, and I will be pleased if you will forward the above Certificate to me, or, if you have not got it, any information you can give me as to where it might be found.

I may say that my home Town is Revelstoke, where I lived until 1936.

Yours very truly,

*A. G. McCulloch*

A. G. McCULLOCH

AGM:W



MR Nobuo YAMAMOTO.  
Statement

		Debit	Credit
Oct 1935	Cash	15.00	
1936	4 months Rent & Board	60.00	
1937	5 1/2 months " " "	32.50	
1937	Fare to Vancouver Cash	20.00	
1937	Milk Bill	5.40	
1937	Family Ben. Society May Premium	5.00	
		187.90	
1936	Nov. Received from Yamamoto		50.00
1937	Nov " "		25.00
			75.00
	Bal. \$112.90		
1935-1937	Total Bal.	112.90	
1938	5 months room & board	75.00	
1939	6 months room & board	90.00	
1940	3 months room & board	45.00	
1941	7 months room & board	105.00	
1942	2 1/2 months room & board	37.50	
1940	JUNE 12th Cash	5.00	
1940	Family Ben Society May Premium	5.00	
1941	Family Ben Society Feb Premium	5.00	
1942	1 pair boots 3 pair gloves sent to Yellowstone Camp.	4.90	
		485.30	
	Total Balance Due.		
	\$ 485.30		



W. A. ACKLAND  
OFFICIAL ADMINISTRATOR

PORT ALBERNI, B. C.

July 18th.1944.

Office of the Custodian,  
Japanese Evacuation Section,  
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	JUL 10 1944
File No.	2144
Ans.	
Referred	<i>McClintock</i>

*Bell*

Dear Sirs:

Re: Estate of Nobuto Yamamoto. File 2144.

I beg to advise having vouchered through the Provincial Treasury Department, for payment through your office, of the sum of \$351.97, on account of the claim filed of Chieno Kuroyama, (Mrs. Tokumatsu, Reg No. 07654.

This payment closes the above estate, particulars of which I detail below:

<u>Receipts:</u> Family Beneficiary Society.	\$750.00.
<u>Disbursements:</u>	
Payment of Claim Chieno Kuroyama.	351.97
Japanese Security Commission. Funeral Expenses.	74.00
Locke Lane, Guild & Sheppard. Legal bill.	75.00
A.G. McCulloch. Solicitor's Taxed Bill of Costs.	210.58
Official Administrator's fees.	37.50
Exchange on Vancouver cheque.	.95
	<u>\$ 750.00</u>

Yours very truly,

*W. A. Ackland*

Official Administrator.





EVACUATION SECTION	
Rec'd	MAR 6 1944
File No.	2144
Ans.	
Referred	136

BRITISH COLUMBIA SECURITY COMMISSION

4th March, 1944.

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

Your file ref. #2144

Dear Sir:

Re: Nobuto YAMAMOTO, #07644 -  
Deceased

This will acknowledge, with thanks, receipt of your favour of the 1st instant, attaching thereto cheque for \$74.00 in full settlement of our claim for funeral expenses paid by us in connection with the burial of the above deceased.

Yours very truly,

BRITISH COLUMBIA SECURITY COMMISSION

M. L. Brown,  
Office Manager.

/MH



STATEMENT

Mr. Nobuto Yamamoto

<u>DATE</u>		<u>DEBT</u>	<u>CREDIT</u>
October 1935	Cash \$15.00 per month	\$ 15.00	
1936	Four Months Rent and Board	60.00	
1937	Five and Half Months Rent and Board	82.50	
1937	Fare to Vancouver Cash	20.00	
1937	Milk Bill	5.40	
1937	Family Ben Society May Premium	5.00	
		<u>\$187.90</u>	
1936	November Received from YAMAMOTO		\$ 50.00
1937	November Received from YAMAMOTO		25.00
			<u>\$ 75.00</u>
	<u>BALANCE \$112.90</u>		
1935-1937	Total Balance	\$ 112.90	
1938	Five Months Room & Board	75.00	
1939	Six Months Room & Board	90.00	
1940	Three Months Room & Board	45.00	
1941	Seven Months Room & Board	105.00	
1942	Two and Half Months room & Board	37.50	
1940	June 12th Cash	5.00	
1940	Family Ben Society May Premium	5.00	
1941	Family Ben Society Feb. Premium	5.00	
1942	1 Pr. Boots, 3 Prs. Gloves sent to YellowHead Camp.	4.90	
		<u>\$485.30</u>	

Total Balance Due

\$485.30

SIGNED... (Mrs.) C. Kuroyama.....