

4694

Steveston

FILE NO. 4674

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: KISHIUCHI, Shigeru
HOME ADDRESS: Monatan St. near #1 Rd., Steveston, B. C. Box 189.
REGISTRATION NUMBER 04235 SEX: Male AGE: 24
OCCUPATION: Fish Packers (formerly)

(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, Steveston, B. C.

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: 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: 5 room frame house at Moncton St. near No. 1 Rd., Steveston, B. C.
2. LANDLORD'S NAME AND ADDRESS: Lives with parents at Moncton St. near #1 Rd., Steveston, B. C. (Owner, Koichi Imai, Steveston, BC)
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: No rent.
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: Kitchen stove, 1 heater stove, desk, dresser, sewing machine, 2 cabinets, kitchen utensils, 3 tables, 6 chairs, 1 sofa, 1 bath tub, 4 beds and mattresses, text books and farm equipment in owner's possession at Moncton St. nr. #1 Rd., Steveston, B. C. to be left in present house when owner is evacuated and key will be turned over to the owner of the house, Koichi Imai, Steveston, B. C. 1 gas fishing boat in custody of the Navy, New West'n, B. C. and declarant will sell boat if he finds a good prospect. See 4/2/44
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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
none

8. BANK ACCOUNTS: none

9. LIFE INSURANCE: Sun Life. \$1,000.00. Policy No. 2211562.
Beneficiary, father, Moichi Kishiuchi. Policy in owner's possession.

10. INTEREST IN ANY ESTATES OR TRUSTS: none

11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: none

2. TRADE DEBTS: none

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 21st day of April 1942

AS McManus
Witness

(Signature)

Shigiro Kishiuchi

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date May 25/43

Our File No. 4694

Full Name KISHINCHI Shigeru
(Surname in Block Letters)

Registration No. 04235

Male - Female
(check)

Age Oct 29, 1917

Former Address Box 189, Llewellyn, B.C.

Date Evacuated May 19/42

Naturalized - Canadian-Born - National
(check)

Present Address Naslo, B.C.

Married - Single
(check)

Name of Wife

(MATSUBA) Tamiye # 05718
7428

Name of Husband

Name of Mother

(SITABA) Tane # 04196

Name of Father

Morichi # 04189

Names of Children under 16

Maurice Kenichi (M 120/3/43)

Requested by

ECP

Registered with Custodian

(Yes or No)

Additional Information

Fish Packer

File No. 4694

February 14th, 1944.

CLAIMS DEPARTMENT

Shigeru KISHIUCHI - Reg. No. 04235

CREDITORS:-

NO CLAIMS ON FILE, at this date.

/ND

Case No. 567- KISHIUCHI, Shigeru, 04235, File 4694

Claim: "R. M.", N.W.1687 - Estimated Value: \$550.00 - See transcript Page 8, Lines 10-20
re reduction to \$450.00.

Details of Sale:

Date: Feb.13/43
Location: Nelson Bros. Wharf
Purchasers: Nelson Bros. Fisheries Ltd.
Sale Price: \$180.00
Expenses: 22.32
Net Credit: 157.68

Valuations:

John Gould- Feb.1943 - \$200.00

O.W.Phillipson (March or April,1942) - \$300.00 JFVDC price: \$345.00 (15% above appraisal)

Remarks

This was one of the vessels turned over to the care of Nelson Bros. Fisheries Ltd. by the Japanese Fishing Vessels Disposal Committee in July, 1942.

Unsold, February, 1943, the boat was appraised by Gould and was sold to Nelson Bros. Fisheries Ltd. at a discount of 10% below Gould's valuation.

No claim has been filed in respect to the equipment shown as missing at the time the boat was taken over from Naval Service by the Custodian. No inventory of equipment on boats was taken by Navy at time boats surrendered. This boat, according to JFVDC catalogue sheet (information supplied by owner), was a gill-netter operating in the Gulf Area. The likelihood of loose equipment being on a boat when turned over to the Navy would depend on whether the boat was being operated or was being not being operated when surrendered - around the middle of December, 1941.

This boat carried licence New Westminster 1687- issued May, 1928 to Riei Mori - transferred to Shigeru Kishiuchi, May 9, 1941. JFVDC Catalogue sheet shows hull to have been built in 1922. If the information given to JFVDC by boat-owner is true, the licence must have been obtained four years before the boat was built. A boat may be older than the date of licence, unlikely to be built years later.

Taking licence date as approximate date of building, the boat would have been 15 years old at time of sale.

SUMMARY TAKEN FROM VESSELS RECORDS

Date: February 14, 1944
Name: KISHI, Shigeru
KISHIMUCHI, Reg. No. 04235 File: 4694
Boat File No.: Custodian Boats File 4694
Name of Vessel: "R.M." 30' x 6.9' x 3.10' (1932) Palmer 7 HP
Lic. or Reg. No.: NEW WESTMINSTER 1687
Naval No.: NW.094-C
Owner's Valuation: \$450.00
JFYDC Valuation: \$345.00 Survey #477
Custodian Valuation: \$180.00 (\$200.00)
Date of Sale: February 13, 1943
Purchaser: Nelson Bros. Fisheries Ltd.
Signature on Sales Papers: Custodian Sale
Selling Price: \$180.00
Paid to ~~JFYDC~~ Custodian: \$180.00
Supervision Costs: \$22.32
Balance due Owner: \$157.68
Paid to: Credited to Account of Shigeru KISHI
Location of Boat at Sale: Nelson Bros. Wharf (ex New Westminster)
Claims Against Canadian Govt.: None

Additional Information: B. C. Packers held a registered mortgage in the amount of \$157.68 on this boat. This mortgage was satisfied by cheque #2283 sent to B. C. Packers in March 1943.

The boat file gives Riei MORI, as registered owner. The license number shown is in Shigeru Kishi's name however.

J. MacLellan
EXHIBIT No. 567-6
DATE Aug 13/48
FILLED BY G. R. A. Rice

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name MR. SHIGERU KISHIUCHI

File No. 4694

Reg. No.

Company Sun Life Insurance Co.

Agency Vancouver

Policy No. 2211562

Premium - \$ 20.60

Payable: ☒ Annually, ☐ Semi-annually or ☐ monthly

Month February Day 10th

REMARKS :

Shigeru Kishinchi,
Registration #07235

P.O. Box 521,
Kaslo, B.C.
March 6, 1943

EVACUATION SECTION	
Rec'd	MAR 10 1943
File No.	4694
Assn.	<i>[initials]</i>
Referred Realist	

Dear Sir:

The following claim, \$80.00
B.C. Packers \$157.68. MATSU TANAKA \$80.00
that lodged against me with the Custodian:

The \$157.68 of B.C. Packers claim is correct.
But MATSU TANAKA \$80.00 I am disagree with the
claim. He not know what he is claiming for.

In Present situation I am absolutely
not in position to settle this claim by cheque.
But I have a one gillnet 30 footer boat
under Custodian hands.

I would like to know what kind of
settlement you have done to my boat.

Yours sincerely,
Shigeru Kishinchi

Difficult name
[initials]

4694

July 8, 1943

Mr. Shigeru KISHIUCHI
Registration No. D4235,
Kaslo, B. C.

Dear Sir:

This is to advise that, as stated in our letter of March 20th, the fishing vessel "R. M." HW.1627, has been sold for \$185.00; this being the value placed on this vessel by and experienced, independent marine surveyor.

The chattel mortgage held by British Columbia Packers Ltd. on this vessel, which amounted to \$157.68, was settled from the proceeds of the sale.

No commissions or administration costs are charged against these boats; but deductions are made to cover fire insurance, wharfage, watchmen's wages and the cost of expert valuation. In this case, these expenses amounted to \$22.32. The chattel mortgage and these expenses have absorbed the monies received from the sale of this boat.

Yours very truly,

F. Matheson,
Specified Articles Department.

"A"

This Bill of Sale is made the 15th day of May 1941

BETWEEN: **Shigoru Kishinchi**, fisherman of **Steveston, B.C.**

(hereinafter called "the Grantor")

OF THE FIRST PART

AND

BRITISH COLUMBIA PACKERS LIMITED
of Vancouver, British Columbia,
(hereinafter called "the Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor has represented to the Grantee that he is the absolute owner of the fishing boat and equipment hereinafter described free and clear of all encumbrances;

B. The Grantor has been for some time past and is now indebted to the Grantee in the sum of
\$

C. The Grantor applied to the Grantee to advance to him the further sum of \$ 325.00 which the Grantee agreed to do in consideration of the Grantor executing these presents;

D. The Grantee has this day advanced to the Grantor the further sum last mentioned, the receipt whereof the Grantor doth by the execution hereof acknowledge;

E. It is contemplated by the parties that the Grantee may hereafter advance further sums to the Grantor either in cash or by way of credit on the purchase of goods by the Grantor from the Grantee;

NOW THEREFORE THIS BILL OF SALE WITNESSETH that the Grantor for and in consideration of the premises hath GRANTED, bargained, sold and assigned and by these presents doth GRANT, bargain, sell and assign unto the Grantee ALL AND SINGULAR the fishing boat and its equipment hereinafter particularly described and all the right, title and interest of the Grantor therein and thereto, which said fishing

boat and equipment are particularly described as follows: 30 feet inches long,
6 feet 9 inches beam, 3 feet 10 inches deep, named
" RM " powered with a 7 H.P. Palmer Engine, Serial Number , and licenced applied for
New Westminster, British Columbia, under the number

(Insert such description of equipment that it can be identified.)

WHICH said fishing boat and equipment are in the possession of the Grantor at Steveston

B. C., TO HAVE AND TO HOLD the said fishing boat and equipment unto the Grantee to the only proper use and behoof of the Grantee for ever.

PROVIDED ALWAYS and these presents are upon the express condition that if the Grantor do and shall well and truly pay or cause to be paid unto the Grantee the sum of \$ in Recital B above mentioned and the sum of \$ **325.00** in Recital C above mentioned, making the total sum of \$ **325.00** on the days following, that is to say:

\$ **325.00** thereof on the **30th** day of **April** 19**42**

\$ thereof on the day of 19.....

\$ thereof on the day of 19.....

\$ thereof on the day of 19.....

and each and every other sum which may hereafter be advanced by the Grantee to the Grantor as aforesaid on such day or days as may at the time of such advance be agreed in writing between the parties hereto or in default of such agreement upon demand

TOGETHER with interest on the principal sum or sums from time to time owing as aforesaid at the rate of% per annum as well after as before maturity payable on each of the dates fixed for payment of instalments of principal money and calculated on the said total sum from the date hereof and on all sums hereafter advanced from the respective dates when the same are advanced, THEN these presents and every matter and thing herein contained shall cease determine and be utterly void to all intents and purposes anything herein contained to the contrary thereof in any wise notwithstanding.

AND the Grantor shall and will warrant and for ever defend by these presents ALL AND SINGULAR the said fishing boat and equipment unto the Grantee against him the Grantor and all and every other person or persons whomsoever.

AND the Grantor doth hereby covenant promise and agree to and with the Grantee that the Grantor shall and will well and truly pay or cause to be paid unto the Grantee the said sum or sums of money in the above proviso mentioned with interest on the same as aforesaid on the days and times and in the manner above mentioned for the payment thereof.

PROVIDED that in default of payment of any instalment of principal money or interest hereinbefore mentioned or any part thereof then the whole of the money hereby secured shall become due and payable in like manner and to all intents and purposes as if the times herein mentioned for payments of such money had fully come and expired.

PROVIDED ALSO that in case default shall be made in the payment of any instalment of principal money or interest in the said proviso mentioned or any part thereof or in the keeping, observance or performance of any covenant proviso or condition herein contained and on the part of the Grantor to be kept observed or performed, or in case the Grantor shall attempt to sell or dispose of or in any way part with the possession of the said fishing boat and equipment or either of them or any part thereof, or suffer or permit the same to be seized or taken in execution without the consent of the Grantee to such sale, removal or disposal thereof first had and obtained in writing or in case the Grantee shall feel unsafe or insecure or deem the said fishing boat and equipment or either of them or any part thereof in danger of being sold or removed THEN in such case it shall and may be lawful for the Grantee by its servant or servants, and with such other assistant or assistants as it, he or they may require or deem fit without notice to the Grantor at any time during the day to break and force open any doors, locks, bars, bolts, fastenings, hinges, buildings, enclosures and places for the purpose of taking possession of and removing the said fishing boat and equipment and upon and from and after the taking possession of said fishing boat and equipment as aforesaid it shall and may be lawful and the Grantee is hereby authorized and empowered to sell the said fishing boat and equipment or any part thereof at public auction or private sale as to it may seem meet, and from and out of the proceeds of such sale in the first place to pay and reimburse itself all such sum or sums of money as may then be due by virtue of these presents and all such costs and expenses as may have been incurred by the Grantee in consequence of the default, neglect or failure of the Grantor in payment of the said money or interest as above mentioned or in consequence of such sale or removal, or in consequence of the default, neglect or failure of the Grantor to keep observe or perform any covenant proviso or condition herein contained as above mentioned and in the next place to pay unto the Grantor all such surplus, if any, as may remain after such sale and after payment of all such sum or sums of money and interest thereon, as may be due by virtue of these presents at the time of such seizure, and after payment of all costs, charges and expenses incurred by such seizure and sale as aforesaid PROVIDED ALWAYS nevertheless that it shall not be incumbent on the Grantee to sell and dispose of the said fishing boat and equipment, but that in case of default in payment of any instalment of the principal money or any part thereof or of the interest thereon or any part thereof or in keeping observing or performing any covenant proviso or condition herein contained and on the part of the Grantor to be kept observed or performed, it shall and may be lawful for the Grantee peaceably and quietly to have, hold, use, occupy, possess and enjoy the said fishing boat and equipment without the let, molestation, eviction, hindrance, or interruption of the Grantor.

AND the Grantor doth hereby further covenant promise and agree to and with the Grantee that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due under these presents at the time of such sale the Grantor shall and will forthwith pay or cause to be paid unto the Grantee all such sum or sums of money as may then be remaining due with interest thereon at the rate aforesaid as well also as all costs and expenses as may be incurred by any seizure and sale.

AND the Grantor doth put the Grantee in full possession of the said fishing boat and equipment by delivering to it these presents in the name of the said fishing boat and equipment at the sealing and delivery hereof.

AND the Grantor covenants and agrees with the Grantee that during the continuance of these presents and any and every renewal thereof the Grantee is hereby authorized and empowered for and on behalf of the Grantor to insure the said fishing boat and equipment against loss or damage or fire and marine risks in the sum of not less than their full insurable value with the loss if any payable to the Grantee.

AND the Grantor further covenants and agrees with the Grantee that he will pay to the Grantee the premiums for such insurance and such sums of money so payable by the Grantor for insurance premiums shall be added to the debt hereby secured and shall bear interest at the rate aforesaid from the date of payment of the same by the Grantee and shall be repayable with the next instalment of principal money hereby secured.

The words "Grantor" and "Grantee" wherever used shall (unless the context otherwise requires) be deemed to include the executors administrators successors and assigns of each of them and if there is more than one Grantor named the word "Grantor" shall be deemed to include each of such Grantors their several executors administrators and assigns severally as well as jointly. The word "Grantor" and all words depending thereon or relating thereto shall also be deemed to include the feminine as well as the masculine and neuter gender. And all covenants herein contained on the part of the Grantor shall, if there be more than one Grantor, be construed as joint and several covenants.

IN WITNESS WHEREOF the Grantor..... ha..... hereunto set..... his..... hand..... and seal..... the day and year first above written.

SIGNED, SEALED AND DELIVERED by the Grantor..... in the presence of:

Norman King Williams

Full name **Norman King Williams**

Address **4684 West 10th Avenue,
Vancouver, B.C.**

Occupation **Clerk**

J. S. Wishinich (Seal)

This is the paper writing marked "A" referred to in the Affidavit of.....

Norman King Williams

SWORN before me this.....

20

day of.....

May

1941

John MacLeod

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

AFFIDAVIT OF BONA FIDES "BILLS OF SALE ACT"

COUNTY OF VANCOUVER

TO WIT:

George Morton Ferguson

of

Vancouver

in the Province of British Columbia

Packers Limited, the Grantee named in the within Bill of Sale, make oath and say as follows:

That the assignment made in the said Bill of Sale is bona fide for valuable consideration, and that the consideration is duly set forth in the said Bill of Sale, and that the said Bill of Sale is not for the purpose of enabling the said Grantee to hold the goods and chattels mentioned therein as against the creditors of the Grantor named in the said Bill of Sale, and that the said Grantor is justly indebted to the said Grantee in the sum of \$325.00, and that the said Bill of Sale was executed in good faith and for the express purpose of securing the payment of money justly due or accruing due and for the other purpose therein named, and that the said Bill of Sale is not given for the purpose of protecting the goods and chattels mentioned therein against the creditors of the said Grantor or of preventing the creditors of the said Grantor from obtaining payment of any claim against him.

SUBSCRIBED to and SWORN before me at

Vancouver

British Columbia, this 20

day of May

John Drachler

A Notary Public in and for the Province of British Columbia

(Note: This Affidavit may be made by the President, Vice-President, Secretary, Manager, or Assistant Manager, or a Director of the Grantee Corporation, or by any officer or agent of the Corporation.)

*Will in the total sum mentioned in the proviso for redemption in the Bill of Sale.

Bill of Sale

(Chattel Mortgage)

BRITISH COLUMBIA PACKERS LIMITED

To



DATED

51093

AFFIDAVIT OF WITNESS

"BILLS OF SALE ACT"

COUNTY OF VANCOUVER

TO WIT:

Norman King Williams

Province of British Columbia, make oath and say as follows:

of 4684 West 10th Avenue, in the

1. That the paper writing hereto annexed and marked "A" is a true copy of a bill of sale, and of every

attestation of the execution thereof, as made and given and executed by

Shigoru Kishinohi

2. That the Bill of Sale was made and given by the said

Shigoru Kishinohi

on the 15th day of

May

in the year of our Lord one thousand nine hundred and

Shigoru Kishinohi

3. That I was present and did see the said

Shigoru Kishinohi

in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said

May

4. That the said

Shigoru Kishinohi

at the time of making and giving the said Bill of Sale resided and still resides at

Stevenson, B.C.

and then was and still is a

Shigoru Kishinohi

5. That the name

N.K. Williams

Witness attesting the due execution thereof is of the proper handwriting of me, this deponent, and that I reside at

4684 West 10th Avenue, Vancouver

and am a clerk

(Occupation)

SUBSCRIBED to and SWORN before me at

Vancouver

British Columbia, this 20

day of May

John Drachler

A Notary Public in and for the Province of British Columbia

COPY

Mr. R. B. Mackenzie
Protection Department.

FILE NO. 9999
House at Steveston
House No. 705
No. 1 Rd.
Steveston, B.C.

MR. K. IMAI,
Reg. No. 10688
P.O. Box 579
Greenwood, B.C.
Sept. 28, 1944.

Dear Sir:

With referring to your letter of 22nd of Sept. regarding the Chattels, etc., I will try hard to give you the fullest details.

1st Paragraph. Yes, you've send me a duplicate listing a chattels found in my house. I've signed it and returned it, giving a notations on Mrs. F. Nakamoto goods. About August, 1942.

2nd Paragraph.

Regarding to Mr. Moichi Kishiuchi sending his J.P. Registration Form declaring a couch, 2 beds, kitchen stove, heater, 6 chairs, table and a kitchen utensils which are left in a rear dwelling house, and which are own by me, well my family and I can't give you any information on regarding to declaration.

We rented the house to them but we didn't have any right too touch them after they lefted.

Furthermore, we were in these kind of situation that of us getting move out sooner or later. So on these account we didn't bother too check the places. So of this situation we won't be able to give you any information. We are very sorry of not helping you out. If they (Mr. Kishiuchi) state that they are lefted in the rear house it should be there or some one might have stolen. So please check the house.

About the last line you asking me whether the above mention (Mr. Kishiuchi declaration) declaration are in the inventory which I signed on August 9th, 1942. Well these goods (declaration) are not in the inventory which I signed. Any lists of goods he listed in the duplicate have nothing to do with any other persons.

3rd Paragraph. You asking for the full name of Mr. Yamashita of Greenwood, B.C. It is Mr. Sane Yamashita.

/a sound SANE YAMASHITA.

Please check the back house basement for many friends goods are stored in there.

Yours very truly,

"K. IMAI, Reg. # 10688".

May 18, 1948.

MEMORANDUM

To: Government Counsel

Re: Shigeru KISHIUCHI, Reg. No. 04235.

KISHIUCHI (JP) declared leaving goods on property belonging to Kiyoshi IMAI. The Custodian sent Kiyoshi IMAI, ~~file 9999~~, a list of chattels found on his property asking him if they belonged to him, and if not could he identify the owners. IMAI returned the list with owners name marked against the various articles. None of the goods were listed as belonging to KISHIUCHI - ~~file 9999 dated Aug 1942 has not been placed on claim.~~

June 22, 1943 Moichi KISHIUCHI, father of Shigeru, declared generally same goods in his JP that Shigeru KISHIUCHI had declared. Moichi has not filed a claim. No chattels were removed in the name or Moichi or Shigeru KISHIUCHI from this building, and what was removed in the name of Kiyoshi IMAI could not be identified as belonging to the KISHIUCHI's. There are however 12 Kitchen chairs which were transferred to Suspense Account from the account of Kiyoshi IMAI - these may belong to the KISHIUCHI's. They were sold at auction June 2, 1944 for \$1.00 - auction sheet on file 9999.

September 21st, 1944 the Custodian wrote Kiyoshi IMAI about KISHIUCHI's chattels, asked if they were included in the inventory of goods signed by IMAI on August 12, 1942 - see above. September 28, 1944 K. IMAI replied that he could not give any information regarding these chattels. He went on to say that as they were expecting to be moved out soon themselves, they did not bother checking the goods left by the KISHIUCHI's - copies of these letters on file.

There is no further record on file of these chattels.

VESSEL:

This vessel was appraised by John Gould in February 1943 to be worth \$200.00 - appraisal on file. It was previously appraised by Mr. O.W. Phillipson, JFVDC appraiser, to be worth \$300.00, suggested negotiating price to be \$345.00. -copy of this appraisal in envelope. As this boat was so long being sold it may be assumed that the first appraisal was high.

Note boat declaration form - unsigned - the vessel is declared to be worth \$450.00 - in envelope - KISHIUCHI is now claiming it was worth \$550.00

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(MIE HONOUR JUDGE L.H. STACK, SUB-COMMISSIONER).

10

Lethbridge, Alberta,
 August 13th, 1948.

IN THE MATTER OF THE CLAIM OF
SHIGERU KISHIUCHI.

PROCEEDINGS AT HEARING.

20

APPEARANCES:

G.E.A. RICE, Esq., K.C.,

appearing for the
 Dominion Government.

W.E. HUCKVALE, Esq.,

appearing for the
 Claimant.

MISS LILLIE THOMAS,

Secretary.

MRS. EUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30

2
M. Kishiuchi,
In Chief.

THE SECRETARY: Case No. 567, Shigeru Kishiuchi.

MOICHI KISHIUCHI, a witness called on
behalf of the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Kishiuchi, you have a claim with respect to a
fishing vessel? A: Yes.

10 Q And I will show you this form (indicating). Will
you tell me if that correctly describes your
fishing vessel?

A Yes, I understand it.

Q And have you signed that form? A: Yes.

Q And are the particulars given in it true and
correct to the best of your knowledge, information
and belief? A: Yes.

MR. HUCKVALE: I will tender that form with respect to
the claim concerning the fishing vessel, sir.
(STATEMENT MARKED EXHIBIT NO. 1).

20 MR. HUCKVALE: Q Now you tell us that you bought that
fishing vessel in 1941, is that correct?

A Yes.

Q Can you remember the month that you bought it?

A About May.

Q How long did you use it altogether before you
were obliged to turn it in to the Navy?

A I used it for about two years before the Navy
took over the vessel.

Q You bought it in May, 1941. When were you
evacuated?

30 A In May,
1941.

3
M. Kishiuchi,
The Chief.

Q He was evacuated in May, 1941. Just ask him again because I think he is confused in his years.

A 1942.

Q Well, you bought it in '41, in May, and you were evacuated in May, 1942, is that correct?

A Yes.

Q So that you could have only used it one year, isn't that right?

A Yes, for one year. I had used it for one year
10 and it was the second year that I was evacuated.

MR. HUCKWALE: Now I take it my friend will want to file, sir, the Naval valuation or the marine valuation on this thing.

MR. RICE: The survey report.

(SURVEY REPORT MARKED EXHIBIT NO. 2).

MR. HUCKWALE: So far as that report is concerned, I believe the form I have filed covers the criticisms I make of it.

20 Now, sir, I want to deal with the other chattels that this man is claiming for, but before I do so I would point out that there are some reductions that have been made in the original claim and they have been set forth in the form I am about to file. They total \$289.00 and are apart from the fishing vessel. The claim for personal chattels will be amended by reducing it by \$289.00.

Q Now you claim, Mr. Kishiuchi, for some chattels
30 that were set out in the supplement to your original claim which I now show you, is that correct?

M. Kishiuchi,
In Chief.

A Yes.

Q And with respect to these chattels will you look at this form (indicating), please?

A Yes.

Q Has that form been prepared in accordance with your instructions?

A: Yes.

Q And are the particulars given in it true and correct to the best of your knowledge, information and belief?

A: Yes.

10 Q And have you signed it?

A: Yes.

MR. HUCKVALE: I will tender that form with respect to the other chattels, sir.

(STATEMENT MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Now my friend probably will want to file the analysis of personal property.

(ANALYSIS MARKED EXHIBIT NO. 4).

MR. HUCKVALE: Q Now, Mr. Kishiuchi, at the time you were evacuated you were renting a house belonging to a man named Imai?

A: Yes.

20 Q And were all these chattels left in that house?

A Yes.

Q I think that is all. Will you answer my friend, please?

MR. REE: I am submitting, your Honour, that the boat was sold for its fair market value. I am submitting that through the carelessness of the claimant these goods that he is claiming never came into the hands of the Custodian and the Custodian is not responsible for the same and that they are outside of the terms of reference, and if the Custodian is

5
M. Kishiuchi,
In Chief,
Cross-Exam.

responsible than I say that the claim made for the various items is exorbitant.

I would like to point out, your Honour, that Kishiuchi declared that he was leaving goods on the property belonging to Keichi Imai. The Custodian sent Keichi Imai a list of the chattels found on his property, asking him if they belonged to him and, if not, could he identify the owners. Imai returned the list with the owner's name marked against the various articles. None of the goods were listed as belonging to Kishiuchi, the claimant here. On June 22nd, 1943, Kishiuchi declared some things in his J.P. Form, Shigeru Kishiuchi had declared, and Moichi, the witness here, has not filed a claim. No chattels were removed under the name of Moichi or Shigeru Kishiuchi from this building and what was removed in the name of Keichi Imai could not be identified as belonging to the Kishiuchis'.

10
20 THE SUB-COMMISSIONER: Q You stored these chattels you referred to in the house of Keichi Imai?

A Yes, I left them in the basement of the house. I was renting the house from him.

CROSS-EXAMINATION BY MR. RICE:

Q Your key, who did you give that to, Imai?

A Left with Mr. Imai.

Q I show you a statement regarding the purchase of your boat.

A: Yes.

30 Q Did you ever complete that statement, or a copy of

6
M. Kishinuchi,
Cross-Exam.

one like that?

A: No, I have

not a copy.

Q But did you ever complete that or give the information that is contained in that statement?

A My son may know where it is but I am afraid I do not.

Q Well, do you know anything about that? Is that your document or is it a copy of a document you have?

10 A My son had this copy in his possession; I am afraid I don't know anything about it.

Q I saw son had this copy in his possession?

A Yes.

Q Where did he get it?

A I am afraid I don't know.

Q When you declared particulars regarding your boat to the Custodian's office, did you complete a document like that, or, excuse me, declared to the Fishing Vessels Committee, not to the Custodian?

20 A Yes, when I bought it I did give full details of this boat.

Q And that is a copy of the details you gave when you bought the boat?

believe it is.

A: Yes, I

MR. RICH: I wish to tender it as an exhibit, your Honour.

(DOCUMENT MARKED EXHIBIT NO. 5).

MR. REE: I also wish to tender as an exhibit, your Honour, a "Summary taken from Vessels Records".

30 MR. HUCKVALER: Taken by whom?

MR. REE: It is taken from the Vessels Records.

MR. HUCKVALE: By whom?

THE SUB-COMMISSIONER: Who made the records?

MR. REE: It is an analysis from the Custodian's office,
your Honour, regarding the vessel.

(SUMMARY MARKED EXHIBIT NO. 6).

MR. RICE: Q How much did you pay for this boat or
vessel when you bought it?

10 A I bought it for \$450.00, but had to put some more
repairs in which cost me about \$150.00 before I
could use it.

Q Then this statement that you filed to the effect
that you paid \$550.00 is not correct?

A I paid \$550.00 altogether when I bought it.

Q You have already told me that you bought it for
\$450.00; is that right or not?

A Well that price includes the price of repairs that
I had to put in.

20 Q Why did you not put that in the statement that you
declared before the Vessels Committee, the declara-
tion that you prepared before the Japanese
Fishing Vessels Committee, Exhibit 5 -- excuse me,
I am misleading him there -- no, it is the value
that you placed on it. You valued it at \$450.00,
I don't think it shows here how much you paid for
it.

A: I realize
the figures do not coincide, but that is my
explanation of it.

Q What is your explanation?

30 A That the price, the increased price includes repairs

M. Kishiuchi,
Cross-Exam.

Had to put in to it.

Q In this statement I am showing you, and you are looking at Exhibit No. 5 now, you valued your boat before the Japanese Fishing Vessels Committee at \$450.00, and you walk in before His Honour here and swear that the value of the same boat at the same time was \$550.00. Now, will you explain that?

10 A As there seems to be a little confusion, and it is giving a little trouble, I shall be willing to place it at \$450.00.

Q You are very generous.

A The \$550.00 is actually inclusive of the repairs which I shall be willing to deduct.

Q In other words, shortly before you were evacuated this boat was valued by you at \$450.00 and today you value the same boat at \$550.00?

20 A I had placed a value of \$550.00 on it and I do place that value of \$550.00 on it, but I am willing to forfeit the \$100.00.

Q Well, will you explain why it has gone up \$100.00 since you first valued it at \$450.00?

A I placed the value of \$550.00 because I had made several repairs.

Q You had made repairs when you completed the form Exhibit 5?

A: Will you kindly revise the price to \$450.00 from \$550.00 as there seems to be some confusion?

Q And it seems to be impossible to obtain an answer.

30 THE SUB-COMMISSIONER: Q: Were the repairs made on the

M. Kishiuchi,
Cross-Exam.
Re-Direct Exam.

boat previous to the time this statement was prepared?

A: Just after I had bought it, bought the boat. Apparently the boat needed repairs when he bought the vessel and therefore he had to make repairs before he could use it.

RE-DIRECT EXAMINATION BY MR. HUCK VALE:

10 Q There is just one thing I should get straightened out for the record. Who is Shigeru Kishiuchi?

A He is my son.

Q Well, are you making this claim, or giving this evidence on his behalf?

A Yes.

Q Is he the proper owner of the boat and of these other chattels?

A I had them all turned over to Shigeru there in his name. They are in his name. I was in camp at the time. I was not at home.

20 Q That is all, Mr. Kishiuchi. Thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

S.R. Howard
"S.R. HOWARD"
OFFICIAL REPORTER.

Certified Correct.

Defence Brief

LETHBRIDGE
13 August 1948

Shigeru KISHIUCHI

File No. 4694

Case No. 567

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

Claim

Fishing Vessel	\$550.
Household Goods	481.
Farm Equipment	5.
	<u>\$1036.</u>

Claim 1 - Fishing Vessel

\$550.

Appraised at

\$200.

Sale Price

\$180.

Witness: Appraiser, John Gould

Claimant stated that he purchased this vessel for \$450. and made improvements to it costing \$150.

The value stated by claimant on his Japanese Fishing Vessel Declaration Form was \$450., and is now claiming \$550. During his examination at the enquiry he asked that the claim be reduced by \$100. as there seemed to be some confusion in the matter.

It is submitted that the boat was sold for its fair market value.

Claim 2 - Household Goods & Farm Equipment

Amended Claim

\$486.

Declared, but no found

(Trans. Page 3) This claim has been reduced by \$289.

Claimant stated that he left all his goods in the basement of his house which he was renting from K. IMAI and gave the key to the owner.

Custodian sent a list to K. IMAI of chattels found on his property asking him if they belonged to him and, if not, could he identify the owners. K. IMAI returned the list and none were marked as belonging to claimant and none were removed from the premises in his name. K. IMAI stated that he could not give any particulars or information as to claimants chattels.

Shigeru KISHIUCHI
Case No. 567

-2-

It is submitted that through the carelessness of the claimant these goods never came into the hands of the Custodian and the Custodian is not responsible for same and that they are outside of the terms of reference, and if the Custodian is responsible then the claim for the various items is exorbitant.

BMP/mw

Name of Claimant **KISHIUCHI, Shigoru**Case **567**Custodian File **4694**

<u>REAL PROPERTY</u>										
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 % 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			
		180.	44.30		00				44.30	
<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 CHATTELS</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%	486.00	223.56				223.56	
TOTAL RECOMMENDATION										267.66

4694

October 31st, 1950.

Mr. Shigeru KISHIUCHI,
P. O. Box 179,
Gouldale, Alberta.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 567

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 ... \$267.86.

Cheque in your favour is enclosed for \$252.37
and we have paid the Co-Operative Committee .. \$ 15.49
for legal fees as authorized by you.

Yours truly,

FGS/js
1 encl.

F.G. Shears
Director