

6888

*Not necessary property
transferring in Japanese
deeds will be in R.R.A.
Filed by recorder & Miss Carroll*

FILE No. 6888

**BUREAU POWELL STREET
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: SASAKI, Mitsuye

HOME ADDRESS: 396 Powell St., Vancouver, B.C.

REGISTRATION NUMBER 01792 SEX: Female AGE: 22

OCCUPATION: None Bookkeeper

(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: None

MARRIED? No

NAME OF WIFE OR HUSBAND: None

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: --

AGE OF CHILDREN: --

EXHIBIT No. 312-7
DATE 4 June 1948
FILLED BY Crown

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. 396 Powell St., Vancouver, B.C. 3 floors
in business bldg., hotel.

2. LANDLORD'S NAME AND ADDRESS. Mr. T. Tamura, Japan

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

\$250.00 per month, paid to date, lease expiring Aug. 1st. 1942

4. STATE WHEREABOUTS OF LEASE. Copy in owner's possession.

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

Transient guests only.

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:

Goodwill of the Hotel World @ 396 Powell St., Vancouver, B.C.

Furniture & fittings and all operational equipment of the above

Hotel contained in about 125 rooms.

The declarant is at present negotiating the sale of this

Hotel as a going concern.

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 \$2000.00 Bell Irving Ins. Agency,
Vancouver, B.C., Prem. \$35.40
 for 3 yrs. expiring Dec. 1944. Other details unknown. Policy at home.

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)
\$100.00 Victory Bond 1941 issue, in owner's possession.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE None

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: \$2400.00 to Mr. T. Tamura, Japan. Representing balance
of original purchase price of the Hotel World.

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 29th day of April 1942.

(Signature)

Geo. H. H. H.
 Witness

FOR DEPARTMENTAL USE

2613

INFORMATION FROM R.C.M.P.

Date July 12, 1943.

Our File No. 6885

Full Name SASAKI, Mitsune
(Surname in Block Letters)

Registration No. 01792

Male - Female
(check) ☒

Age Sept 9, 1919

Former Address 396 Powell St., Vancouver.
now at Midway, B.C. - Jan 1943.

Date Evacuated May 9/42. Naturalized - Canadian-Born - National
(check) ☒

Present Address Greenwood, B.C.

Married - Single
(check) ☒

Name of Wife _____

Name of Husband _____

Name of Mother (HASHIMOTO)

Name of Father Ichiji #02236

Names of Children under 16 Sugay #02837.

Requested by [Signature] Registered with Custodian (Yes or No) _____

Additional Information Bookkeeper

THIS AGREEMENT made this 19th day of July, in the year of our Lord one thousand nine hundred and thirty-seven.

BETWEEN:

TORU TAMURA, Merchant, of 213 Dunlevy Avenue, in the City of Vancouver, Province of British Columbia and also of Kobe, Japan, (hereinafter called "the Vendor")

EXHIBIT No. 312-1
DATE 4 June 1948
FILLED BY Crown

OF THE ONE PART:

AND:

SHINCHI SATO, Cleaner, of 210 Union Street, in the City of Vancouver, Province of British Columbia and ICHIJI SASAKI, Merchant of 358 East Cordova Street in the said City of Vancouver, (hereinafter called "the Purchasers")

OF THE OTHER PART:

WHEREAS the Vendor is the owner of the furniture set out in the Schedule to this Agreement marked "A", which is presently situate in the premises known as the World Hotel, 396 Powell Street, in the City of Vancouver, Province of British Columbia and which is hereinafter called "the said furniture".

AND WHEREAS the Purchasers have agreed to purchase the said furniture from the Vendor on the terms and conditions and for the price hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The Vendor agrees to sell and the Purchasers agree to buy all the said furniture more particularly set forth in Schedule "A" to this Agreement.

2. The Purchasers agree to pay for the said furniture the sum of Three Thousand Dollars (\$3,000.00) at the times and in the manner following: Five Hundred Dollars (\$500.00) on the execution of this Agreement; One Hundred and Fifty Dollars (\$150.00) on the 1st day of August, 1938; and One Hundred and Fifty Dollars (\$150.00) on the 1st day of each and every month thereafter until the balance of the purchase price shall have been paid PROVIDED and it is understood and agreed that the

Purchasers may at any time within the above mentioned period pay the balance of the purchase money remaining due hereunder.

3. The sale hereby agreed upon is conditional upon the due payment by the Purchasers of the above mentioned sums at the times aforesaid: and the Purchasers agree that all titles and rights of property in the said furniture shall remain in the Vendor until fully paid for and the Purchasers will not remove any of the said furniture from the premises without the consent in writing of the Vendor.

4. The Purchasers may with the consent in writing of the Vendor sell or otherwise dispose of, freed and discharged from the lien hereof, any of the furniture referred to in Schedule "A" which is or has become worn or damaged or otherwise unsuitable for use by the Purchasers provided that other furniture of at least equal value shall be or shall have been substituted therefor and placed in the premises aforesaid subject to the lien of these presents and free from prior liens or charges, it being the intention of the Parties that all furniture purchased in substitution by the Purchasers under the provisions of this clause shall be deemed to be the property of the Vendor, until the full payment of the purchase price payable hereunder and wherever used in this Agreement the expression "the said furniture" shall be deemed to include all furniture purchased in substitution as aforesaid.

5. The said furniture shall at all times be at the risk of the Purchasers and all loss of or damage to the same or any part thereof shall be borne by the Purchasers, and no such loss or damage shall operate to extinguish or diminish any liability of the Purchasers hereunder, and the Purchasers agree to keep the said furniture in good condition and repair, reasonable wear and tear only excepted, and to insure and keep the same insured at their expense to its full insurable value, the loss if any payable to the Vendor as his interest may appear.

6. The Purchasers covenant that they will well and

truly pay or cause to be paid all of the said sums as and when they shall become due and in default of such payment of any of the said sums as and when the same shall become due the Vendor shall have the right forthwith to take possession of the said furniture and the Vendor may resell the same at any time in such manner and subject to such conditions as he may think fit. Any deficiency in price and all charges incurred by reason of such resale shall be paid by the Purchasers to the Vendor upon demand and in case of nonpayment shall be recoverable by the Vendor from the Purchasers as and for liquidated damages and the Vendor will have the right to retain all payments made by the Purchasers hereunder.

7. If the Purchasers shall fail to make any of the payments aforesaid as and when the same shall become due or shall without the consent in writing of the Vendor remove or sell or mortgage the said furniture or any part thereof or allow the same to be attached or taken in execution or if the Purchasers shall become bankrupt or insolvent or take the benefit of any act for insolvent debtors which may then be in force or make any assignment for the benefit of creditors or any compromise with their creditors the Vendor may thereupon forthwith enter upon the premises where the said furniture then may be and may seize, take possession of and remove the said furniture or any part thereof without any notice of demand and without being deemed guilty of any trespass or wrong and the Purchasers hereby waive any claim for damages by reason of such seizure or taking possession.

8. Upon payment of all the sums hereinbefore mentioned and the due performance of all covenants herein contained the said furniture shall become the absolute property of the Purchasers and the Vendor will release all claims and rights to the same.

9. It is hereby agreed that the covenants herein

contained on the part of the Purchasers shall be considered as being several as well as joint.

10. The Purchasers and each of them hereby acknowledge having received a copy of this Conditional Sale Agreement.

11. This Agreement shall be binding upon and enure to the benefit of the Parties hereto, their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF these presents have been executed by the Parties hereto the day and year first above written.

SIGNED SEALED AND DELIVERED
by TORU TAMURA in the
presence of:

T. Hara,
1823 8th Ave, East.,
Vancouver, B.C.

Toru Tamura
M.G.Kodama

SIGNED SEALED AND DELIVERED
by SHINICHI SATO in the
presence of:

T. Hara,
1823 8th Ave, East.,
Vancouver, B.C.

Shinichi Sato

SIGNED SEALED AND DELIVERED
by ICHIJI SASAKI in the
presence of:

T. Hara,
1823 8th Ave, East.,
Vancouver, B. C.

Ichiji Sasaki

EXHIBIT "A"

HOTEL WORLD

FURNITURE etc.

BEDS

14 Double Beds (Mahogany Finish)
4 " " (Ivory " "
21 " " (White " "
5 " " (Brass)

27 3/4 Beds (White) "
35 Single Beds ✓

SPRINGS

48 Double Size.
22 3/4 " "
34 Single " ✓

MATTRESS

47 Double Size.
21 3/4 " "
Single " ✓

127 Blankets
125 Quilts.
170 Sheets
74 Spreads
130 Pillows
119 " Caves

148 Kitchen Chairs.

2 Chairs
3 Arm Chairs
74 Tables

47 Bureaus (Mahog. Fin.)

Chest of drawer
56 Medicine Cabinets.

48 Blinds

126 Curtains

1 Rugs (9x10, 9x12, 9x12, 8x12, 8x10,
2x5, 6x8, 4x12, 4x12, 8x10, 8x10)

1 Cash Register
(National #595229)
1 Clock (New Haven Clock Co.)
1 Linoleum Carpet 8x10'.
1 Settee (Leather)
4 Japanese cushions.
40 Table Covers.
130 Towels.
1 Sofa (2 cushions, 1 lost)
1 Sofa
2 Wash Stands
1 Hall Rack
45 Lamps 60 W
127 " 25 W
2 " 150 W
36 Lamp shades. X

TO: Shinichi SATO, Registration No. 02852, Slocan, B. C..
and Ichiji SASAKI, Registration No. 07736, Greenwood, B. C..
and Miss Mitsuye SASAKI, Registration No. 01792, Greenwood, B. C.

P. S. ROSS & SONS to whom has been delegated by the Custodian under Order of December 19th, 1941 all power and duty conferred or imposed upon the Custodian by or under the Consolidated Regulations Respecting Trading with the Enemy (1939) with respect to the property of Toru Tamura, and herein acting pursuant to the said Order, and the said Custodian under and by virtue of the Consolidated Regulations Respecting Trading with the Enemy (1939) having been vested with all the right, title and interest of Toru Tamura in the goods and chattels hereinafter set forth, and on behalf of the said Toru Tamura hereby gives you notice in writing that under the powers reserved under Conditional Sale Agreement dated the 19th day of July, 1937, between Toru Tamura as Vendor, and Shinichi Sato and Ichiji Sasaki as Purchasers, has retaken possession of the hereinafter mentioned goods on the 25th day of October, 1942, pursuant to the condition in the said Agreement, and that the Custodian shall retain possession of the goods for twenty days within which the Purchaser may redeem the same by paying the balance of the purchase price.
AND FURTHER TAKE NOTICE that

(a) the description of the goods is as follows:

103	Tables - various types
6	Tables - small
6	Couches
108	Lino Floor covers
104	Dressers
35	Beds and Springs - Single
34	Mattresses - single
11	Beds and Springs - 3/4 and 4 Ft.
11	Mattresses - 3/4 and 4 ft.
54	Beds and Springs - Double
51	Mattresses - Double
183	Chairs - assorted
7	Rugs
48	Blinds
22	Medicine cabinets
143	Curtains - single
50	Curtains - side drape
149	Hand towels
90	Table covers

EXHIBIT NO. 312-2
DATE 4 June 1948
FILLED BY Crown

51	Dresser runners
128	Pillows
227	Pillow slips
292	Bed sheets
88	Blankets - double
72	Blankets - single
58	Comforters
119	Counterpanes
10	Gas stoves - two ring
1	Gas stove - three ring
1	Gas stove - four ring
40	Glass tumblers
51	Towel racks
40	Glass and wooden shelves
28	Waste paper cans
1	Cushion
1	Ash tray
5	Kitchen utensils - various lots
1	Bed frame
1	Large looking-glass
20	Cupboards and wardrobes
1	Ice box
1	Cash register
1	Bureau
5	Book shelves
1	Closet
1	Buffet cupboard
1	Gramophone stand
1	Medical stand
1	Baby chair
1	Gas heater
1	Gas oven
1	Glass shelf and brackets
110	Curtain racks
	Carpets and brass fenders for
	five (5) flights of stairs
	Carpets for nine (9) hallways
9	Blinds - hallway windows
80	Rolls wall-paper
4	Large paper-hanging brushes
3	Flashlights
	Miscellaneous carpenter tools
6	Mattresses
4	Tables
4	Bed springs
7	Kitchen chairs
1	Mat

(b) an itemized statement of the price due is as follows:
(there being no costs of taking or keeping possession)
Balance due per renewal statement dated 30th July, 1940 \$2,400.00

(c) payment of the balance of the price is hereby demanded
on or before the 23rd day of November, 1942.

(d) unless the amount so stated is paid within the time mentioned the goods will be sold either at private sale or advertised and sold by public auction.

P. S. ROSS AND SONS,
Duly appointed controllers of the affairs
of Toru Tamura pursuant to Section 62 of
the Consolidated Regulations Respecting
Trading with the Enemy (1939)

DATED this 13th day of
November, A. D. 1942.

312-3
EXHIBIT NO.
DATE 4 June 1948
FILLED BY Crown

THIS ASSIGNMENT, made the 29th day of April, in the
year of our Lord One-thousand-nine-hundred and forty-two:

BETWEEN:

SHINICHI SATO, Cleaner, of #210
Union Street, in the City of Vancouver,
Province of British Columbia, and
ICHIJI SASAKI, Rooming-house proprietor,
of #396 Powell Street, in the City of
Vancouver, British Columbia,

(Hereinafter called the "ASSIGNORS")

Of the One Part,

AND -

MITSUYE SASAKI, Clerk, of #396
Powell Street, in the City of Vancouver,
Province of British Columbia,

(Hereinafter called the "ASSIGNEE")

Of the Other Part,

WHEREAS by a Conditional Bill of Sale dated
the 19th day of July, A.D., 1937, and made between TORU
TAMURA, merchant of #213 Dunlevy Avenue, in the City of
Vancouver, Province of British Columbia, as Vendor and
the Assignors herein as Purchasers therein, the said Vendor
agreed to sell to the said Assignors, and the said Assignors
agreed to purchase from the said Vendor rooming-house furn-
iture, fixtures and equipment situate in the premises known
as the "World Hotel" #396 Powell Street, in the City of
Vancouver, Province of British Columbia, for the price of
Three-thousand (\$3000.00) Dollars, payable at the times and
in the manner set forth in the said Conditional Bill of Sale
and subject to all the conditions and covenants therein con-
tained;

AND WHEREAS, the said Assignors have agreed to
grant and assign the Conditional Bill of Sale and all their
interest therein and in the rooming-house furniture, fixtures

and equipment described in the Schedule "A" of the said Conditional Bill of Sale unto the said Assignee;

AND WHEREAS, the said Assignee has agreed to assume the payment of the balance of the purchase price due and owing under the said Conditional Bill of Sale.

NOW THIS ASSIGNMENT WITNESSETH: that in consideration of the premises and of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Assignee to the Assignors (the receipt whereof is hereby acknowledged), they, the Assignors, have granted, bargained, sold, assigned, transferred and set over and by these presents do grant, bargain, sell, assign, transfer and set over unto the Assignee, her executors, administrators and assigns, forever, all the right, title, interest, claim and demand whatsoever, both at law and in equity of them the said Assignors, of, in and to the rooming-house furniture, fixtures and equipment described in the Schedule "A" to the said hereinbefore recited Conditional Bill of Sale and the right and interest of the said Assignors in or under the said Conditional Bill of Sale together with all benefits and advantages that can or may be derived therefrom, with full power and authority to the said Assignee, her executors, administrators and assigns, to use the names of the Assignors, their executors or administrators, to enforce the said Conditional Bill of Sale subject to the conditions contained therein and to the payment of the balance due and accruing due thereunder, which is to be assumed and paid by the Assignee; TO HAVE and to HOLD the same with all and every benefit that may or can be derived from the said rooming-house furniture, fixtures and equipment described in the Schedule "A" to the said Conditional Bill of Sale unto and to the use of the Assignee, her executors, administrators and assigns, forever, subject nevertheless to the terms of the aforesaid Conditional

Bill of Sale and the covenants and conditions therein contained and the payment of the balance of the purchase price due and owing thereunder.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED and DELIVERED by the above-named SHINICHI SATO and ICHIRI SASAKI, the Assignors in the presence of me Albert Henry Young of the City of Vancouver, British Columbia, Solicitor of the Supreme Court of British Columbia, the effect of this Assignment having been explained by me the said Albert Henry Young, in the Japanese language to the said Assignors.

S. Sato

I. Sasaki

Albert Henry Young

DOMINION OF CANADA:

Province of British Columbia,

TO-WIT:

I, ALBERT HENRY YOUNG, of #1009 Dominion Bank Building, in the City of Vancouver, in the Province of British Columbia, Make Oath and Say as follows:-

1. I was personally present and did see the annexed Assignment duly signed and executed by Shinichi Sato and Ichiji Sasaki, the parties thereto for the purposes named therein.
2. That the said Assignment was executed at the City of Vancouver, in the Province of British Columbia.
3. The name "A. H. Young" subscribed to the said Assignment as that of the witness attesting the due execution thereof is the proper handwriting of me, this deponent.
4. I am a Solicitor of the Supreme Court of British Columbia and I have an educated knowledge of and am thoroughly familiar with the Japanese language.
5. That before the execution of the said Assignment by the said Shinichi Sato and Ichiji Sasaki, I read over and thoroughly explained to them the contents, nature and effect thereof in the Japanese language and they appeared to fully understand the nature and effect of the said Assignment and voluntarily executed the same.

SWORN before me at the City
of Vancouver, in the Province
of British Columbia, this 29th
day of April, A.D., 1942.

Elizabeth W. Grant

A COMMISSIONER for taking Affi-
davits within British Columbia.

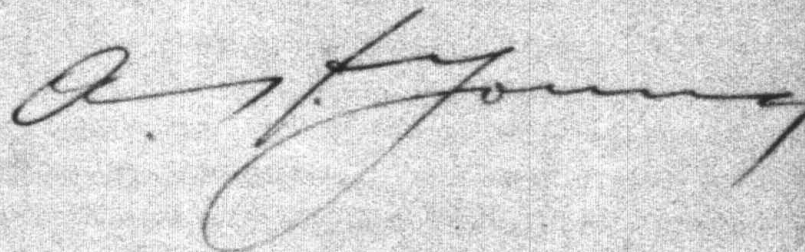


EXHIBIT NO. 312-5
DATE 7 June 1948
FILED BY Crown

6000
Remy File No. 560

27th October, 1942.

Miss Mitsuyo SASAKI,
Registration No. 01792,
Greenwood, D. C.

Dear Madam:

This will confirm our conversation on the telephone of October 26th during the course of which, following consultation with Messrs. P. S. Ross and Sons, we offered to you the following settlement in connection with your debt of \$2,400.00 in favour of Toru Tamura.

We advised you that the total amount of your debt was \$2,400.00, that Mr. Moritake, previous to leaving for Japan, authorized a credit of \$300.00 on water bills, which would leave a balance of \$2,100.00 still due. From this sum of \$2,100.00 there would be deducted \$1,200.00 provided you agreed to sell all the chattels of the New World Hotel at that figure, and provided you were willing to sign relative bills of sale. This would leave a balance of \$900.00 still due but Messrs. P. S. Ross and Sons authorize us to make an allowance to you of \$900.00 on the automatic coal stoker which is affixed to the building, and to offer you a release in exchange for your agreeing to sign bill of sale.

Thereafter we advised you on the telephone that in the event that you were unwilling to accept the settlement outlined above, Messrs. P. S. Ross and Sons would find it necessary to advertise relative chattels for sale and then, after completing sale on behalf of Toru Tamura, they would be compelled to proceed against you for the balance thereafter remaining.

We took the liberty of pointing out to you the advisability of your accepting immediately the release settlement we conveyed to you and you agreed to advise us of your decision by telegram. We have just received your wire reading, "WILL NOT SELL", and we are advising Messrs. P. S. Ross and Sons accordingly.

We cannot conclude this letter without expressing our regret that you are unwilling to accept the settlement offered to you as the new owner of the building, as we told you yesterday, is demanding possession of the building and it will probably be necessary to have all the furniture removed forthwith. The removal of the furniture from the premises will, as you know, not enhance prospects of securing good offers.

Yours truly,

R. P. Alexander
Manager

RPA:LF

EXHIBIT No. ~~4 June 1948~~
DATE _____
FILED BY Claimant

BRITISH COLUMBIA SECURITY COMMISSION
Marine Building
Vancouver, B.C.

October 8th, 1942.

Miss Mitsuye Sasaki,
Serial # 01792,
GREENWOOD, B. C.

Dear Madam:

1. In acknowledgment of your letter of September 25th in which you ask for permission to return to Vancouver for three or four days in order to complete a business transaction concerning the New World Hotel, 396 Powell Street.

2. Please be advised that the Custodian is of the opinion that for the time being at least, there is no need for you to return to Vancouver. As a matter of fact the Custodian's office is quite confident that they will be able to handle this transaction quite satisfactorily. No doubt you will be advised by Mr. Field of the progress made in this matter.

Yours very truly,

"W.A. Eastwood"
W.A. Eastwood,
General Manager,
B.C. Security Commission.

WAE/DR

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

August 31, 1948.

B. Hyde

mm

6588 &
Enemy File 560.

October 24th, 1942.

Messrs P. S. Ross & Sons,
Royal Bank Building,
Vancouver, B. C.

Dear Sirs:

Re: Mitsuye SASAKI and Conditional Bill of Sale
on Furniture in the New World Hotel.

Further to Mr. McPherson's letter to you dated October 22nd and following a discussion with Mr. Frederick Field on the morning of October 23rd, we telegraphed to Miss Sasaki on October 23rd as follows:

"Have received offer of twelve hundred dollars for furniture New World Hotel do you accept stop telegraph reply collect stop if unwilling to sell P S Ross representing Tamura request surrender of chattels to them for sale by public tender".

Mr. Shinichi Sato, one of the purchasers under the Conditional Bill of Sale dated July 19th, 1937, informed us yesterday that in the first part of May, 1942, the partnership between Mr. Shinichi Sato and Mr. Ichiji Sasaki had been dissolved and that Miss Mitsuye Sasaki had become the sole owner.

Miss Mitsuye Sasaki telephoned to this office late on the afternoon of October 23rd and stated that:

1. She could not consider the offer of \$1,200.00 mentioned in our telegram.
2. Under the circumstances she stated she had no choice and would have to comply with your request for surrender of the chattels for sale by you for public tender.
3. That a coal stoker, said to be worth \$800.00, belonged to Miss Sasaki personally, was situated on the premises of the New World Hotel and was not included in the Conditional Bill of Sale mentioned above.
4. That she had certain personal effects situated in the basement of the Hotel which she desired removed as soon as possible.

Yours truly,

R. P. Alexander.
Manager.

RPA/EM

6888, 4054, 4006

13th October, 1942.

Miss Mitsuye SASAKI,
Registration No. 01792,
Greenwood, B.C.

Dear Madam:

Re: Chattel Mortgage on Furniture of World Hotel

Further to our letter dated September 28th we have to report that Messrs. P. S. Ross and Sons have now provided us with a copy of the Conditional Sale Agreement made on July 19th, 1937 between Toru Tamura on the one part and Mr. Shinichi Sato and Mr. Ichiji Sasaki on the other part.

It is our understanding that there is a balance owing under this agreement of \$2,400.00. The original purchase amount agreed upon was \$3,000.00.

Our records indicate that Mr. Shinichi Sato and Mr. Ichiji Sasaki retained one copy each of the Conditional Sale Agreement at the time of its execution. We wish specifically at this time to call your attention to Paragraphs 6 and 7 of the Agreement in question, which we quote for your information as follows:

6. The Purchasers covenant that they will well and truly pay or cause to be paid all of the said sums as and when they shall become due and in default of such payment of any of the said sums as and when the same shall become due the Vendor shall have the right forthwith to take possession of the said furniture and the Vendor may resell the same at any time in such manner and subject to such conditions as he may think fit. Any deficiency in price and all charges incurred by reason of such resale shall be paid by the Purchasers to the Vendor upon demand and in case of nonpayment shall be recoverable by the Vendor from the Purchasers as and for liquidated damages and the Vendor will have the right to retain all payments made by the Purchasers hereunder.

7. If the Purchasers shall fail to make any of the payments aforesaid as and when the same shall become due or shall without the consent in writing of the Vendor remove or sell or mortgage the said furniture or any part thereof or allow the same to be attached or taken in execution or if the Purchasers shall become bankrupt or insolvent or take the benefit of any act for insolvent debtors which may then be in force or make any assignment for the benefit of creditors or any compromise with their creditors the Vendor may thereupon forthwith enter upon the premises where the said furniture then may be and may seize, take possession of and remove the said furniture or any part thereof without any notice of demand and without being deemed guilty of any trespass or wrong and the Purchasers hereby waive any claim for damages by reason of such seizure or taking possession."

Messrs. P. S. Ross and Sons, who are acting on behalf of Mr. Toru Tamura, appear to be within their rights to arrange for sale of relative furniture without reference to the Purchasers and under the Conditional Sale Agreement the purchasers have waived any claim for damages by reason of such seizure, taking possession, or sale unless balance due under Conditional Sale Agreement is paid.

(over)

We are sending this letter to you for an early expression of your views and we are also sending a copy of this letter to Mr. Ichiji Sasaki and Mr. Shintchi Sato asking for their views also. We trust that we may be hearing from you and from the two gentlemen mentioned above in the very near future.

Yours truly,

R. P. Alexander
Manager

RPA:LP

6888, 4054, 4006
Enemy File #560

September 28, 1942.

Miss Mitsuye Sasaki,
Registration No. 01792,
Greenwood, B. C.

Dear Madam:

Re: Chattel Mortgage on the Furniture in the World Hotel

Messrs. P. S. Ross & Sons have informed us that they have received an offer of \$1000.00 for the furniture contained in the World Hotel and that this offer was made by Mr. Dorigon who purchased the building. It is our understanding that there is a chattel mortgage on this furniture which was given by Mr. Tamura to Mr. Shinichi Sato and to Mr. Ichiji Sasaki, and on which there is a balance owing of \$2400.00

It is further our understanding that Mr. Ichiji Sasaki has given a general Power of Attorney to you. Messrs. P. S. Ross & Sons who have had an inventory taken and who have had the furniture appraised, consider the offer to be fair and recommend its acceptance.

We are, therefore, sending this letter to you for an expression of your views, and we are also sending a copy of this letter to Mr. Ichiji Sasaki and to Mr. Shinichi Sato asking for their views also.

We trust that we may be hearing from you in this connection shortly.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

P. S. Ross & Sons

CHARTERED ACCOUNTANTS

MONTREAL TORONTO WINNIPEG
CALGARY VANCOUVER

MAJ. GEN. J. G. ROSS, C.M.G.	G. E. HOULT,
J. W. ROSS, LL.D.	S. B. PECKHAM,
S. R. CAMPBELL,	W. G. JERHCOTT,
J. A. GRANT,	H. S. HAWTHORNE,
W. L. GATEHOUSE,	F. E. H. GATES,
G. M. HAWTHORN,	J. A. ROSS,
J. A. ROSS,	F. A. COFFEY,
H. I. ROSS,	G. G. HARRIS,
G. M. SMITH,	

ROYAL BANK BUILDING
300 ST. JAMES STREET

MONTREAL QUE.

Vancouver, B. C.,

23rd September, 1942.

Our File 295-146.

OFFICE OF THE CUSTODIAN
INDEBTED SECTION
RECEIVED
SEP 23 1942G. W. McPherson, Esq.,
Authorized Deputy of the
Secretary of State,
Vancouver, B. C..

4054

Dear Sir:

re: T. Tamura and I. Sasaki
re World Hotel.

T. Tamura and Company have a chattel mortgage on the furniture in the World Hotel, on which there is a balance owing of \$2,400.00. Before leaving Vancouver, Mr. Noritake advised that there would be a credit due to Sasaki for water bills of approximately \$300.00.

Some time ago, Mr. Smith of your office in company with Mr. Day of our office made a thorough inspection and appraisal of this furniture, at which time we delivered a copy of the inventory to you.

We now have an offer of \$1,000.00 for the furniture, by Mr. Dorigon, the party who purchased the building. We understand that Miss Sasaki, who has a power of attorney for the hotel business, is working at Hastings Park and we would be obliged if you would submit this offer to her for her approval. In our opinion, this offer seems to be fair and we would recommend its acceptance.

Kindly let us know your decision as soon as possible so that we may advise Mr. Dorigon, who will be arranging to take possession of the hotel in the next few days.

Yours faithfully,

Miss Noritake Sasaki
has power of attorney
for Ichiji Sasaki

P. S. Ross & Sons

Mortgage given to Shinichi SATO
& Ichiji SASAKI.

February 21, 1947

Miss Mitsuye SASAKI,
Reg. No. 01792,
Midway, B. C.

Dear Madam:

Your letter of February 12th has been received. In regard to your inquiry, we give you below statement in regard to the sale of furnishings of the World Hotel.

Net Sale Price		1,975.00
Storage	100.00	
Movings	75.00	
Advertising	<u>77.00</u>	<u>252.28</u>
Net proceeds		1,722.72

The amount owing under the Conditional Sale Agreement was \$2,400.00. An allowance of \$300.00 was made for water bills and an allowance of \$500.00 for the stoker, in addition to the \$1,722.72 net proceeds of the sale of the furniture, making a total of \$2,522.72. A cheque for \$122.72, being the balance over after payment of the amount due under the sales agreement, was paid to this office by the agents who acted for Mr. Toro TAMURA. This sum has been credited to your account with this office.

The sales agreement, however, was between Mr. Toro TAMURA and Messrs. Shinichi SATO and Ichiji SASAKI. While we understand that the interest of Messrs. Shinichi SATO and Ichiji SASAKI was transferred to you, we do not appear to have received any documents in support of this. No doubt you have in your possession the documents that were drawn up transferring the property to you. Would you kindly let us have documents in proof of this transfer, in order that we may release to you the \$122.72 which is being held in your account?

There is another matter that we would like information on. You informed us that some personal effects belonging to yourself were stored at the World Hotel. All that could be identified as yours were shipped to you. If any other goods belonging to you were left at the World Hotel, would you kindly let us have as complete a list as possible.

If any other persons stored goods at the World Hotel, could you give us their names?

Yours truly,

F. Matheson,
Office of the Custodian.

/FM

6883

July 7, 1943.

Miss Mitsuyo SASAKI,
Registration No. 01792,
Greenwood, B. C.

Dear Madam:

Re: World Hotel

Further to our letter dated October 27, 1942 in connection with your debt of \$2,400.00 in favour of Toru Tamura, we recently requested Messrs. P. S. Ross & Sons for a report as to action taken by them and are now in a position to give you the following information.

Pursuant to agreement dated July 19, 1937 the furnishings of the World Hotel were sold under a Conditional Sale Agreement by Toru Tamura to Shinichi Sato and Ichiji Sasaki for the sum of \$3,000.00 payable \$500.00 down and \$150.00 monthly; the first of such monthly payments to commence on the first day of August 1938. At the time of evacuation the sum of \$2,400.00 was still owing to the vendor so that there was undoubtedly default on the part of the vendee at the time evacuation took place.

The agreement provided that the vendor in the event of default shall have the right to take possession and resell at any time in such manner and subject to such conditions as he may think fit. Acting on behalf of Toru Tamura and following due advertisement, Messrs. P. S. Ross & Sons effected sale of the furnishings covered by the Conditional Sale Agreement for the sum of \$1,975.00 from which they deducted \$100.00 for storage, \$75.00 for moving and \$77.28 for advertising, deductions totalling \$252.28 leaving a balance of \$1,722.72. To this figure of \$1,722.72 Messrs. P. S. Ross & Sons added a \$300.00 allowance for water bills, plus a \$500.00 allowance for an automatic coal stoker, making a total of \$2,522.72. From this figure of \$2,522.72 they deducted balance due under relative Conditional Sale Agreement of \$2,400.00 leaving a net balance due to the vendees of \$122.72. Messrs. P. S. Ross & Sons have sent a cheque for this sum of \$122.72 which we have tentatively credited to your account with the Custodian.

As it is our clear understanding that you represent both Shintoh Gato and Ichiji Sasaki, please provide us with a simple statement to be signed by both Mr. Shintoh Gato and Mr. Ichiji Sasaki to the effect that they have no objection to our paying to you said sum of \$122.72.

This opportunity is taken to call your attention to letter to you dated June 25th from our Claims Department in connection with the Norikazu's Compensation Board's claim of \$5.00.

We look forward to receiving a reply from you at an early date together with Release mentioned above duly signed by both Mr. Gato and Mr. Sasaki.

Yours truly,

M. P. Alexander,
Manager.

RPAL:MA

C
O
P
Y

Our file 295-146

3rd June, 1943.

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

Attention Mr. K. W. Wright

Dear Sir:

Re: Mitsue Sasaki and The World Hotel,
T. Tamura

You will recall that the furnishings of this hotel were sold by us under the terms of Conditional Bill of Sale in favor of T. Tamura. At the time, it was agreed with Miss Sasaki et al that an allowance would be made in connection with water bills paid in the past, as well as an allowance for the value of a coal stoker attached to the premises.

The net amount received from the sale of the furniture was \$1,722.72 and made up as follows:

Sale of Furniture		\$2,100.00
Allowance for floor coverings -	250.00	
Recovered from Dorigon		125.00
	250.00	2,225.00
Net Sale Price		1,975.00
Storage	100.00	
Moving	75.00	
Advertising	77.28	252.28
Net proceeds from furniture		\$1,722.72

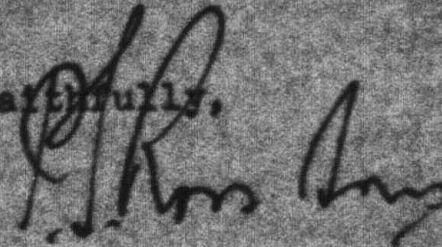
The amount owing by Miss Sasaki et al was \$2,400.00 and after making an allowance for water bills of \$300.00 and for stoker of \$500.00 and giving credit for the net proceeds from the sale of the furniture, there would remain an amount to the credit of Miss Sasaki et al of \$122.72.

Office of the Custodian

3rd June, 1943.

We would recommend that we be authorized to issue a
cheque to the Evacuee Section for this amount.

Yours faithfully,

A handwritten signature in dark ink, appearing to be "J. R. [unclear]", written over the typed phrase "Yours faithfully,".

6888

25th May, 1949.

Mrs. Mitsuyo FUJITA,
Regn. No. 01792,
R.R. No. 1,
Box 64,
Penticton, B.C.

Dear Madam:

We enclose herewith Custodian cheque in the amount of \$135.91, being balance of your account at this office. These funds are made up of \$122.72 received from Messrs. P.S. Ross & Sons, being balance due you from the sale of furniture of the World Hotel and the sum of \$10.17 unearned premium in connection with insurance carried on this furniture, together with the sum of \$3.02 being balance of your account in the Japan & Canada Trust Co.

Please be assured that acceptance of this cheque will in no way prejudice your claim now before the Commission as the Honourable Mr. Justice H.I. Bird, Commissioner, has so ruled.

Kindly acknowledge receipt.

Yours truly,

Office of the Custodian.

HA
Encl. (cheque)

November 24, 1948.

Miss Mitsuye SASAKI,
Registration No. Q1792,
Midway, B. C.

Dear Madam:

Personal goods now in Custodian storage include:-

Large wooden Box containing Photos & Sundries
& 1 Large Framed Picture

listed in the name of Mitsuye SASAKI.

If these items belong to you and you wish to receive them, please inform the Custodian on or before the 31st day of January, 1949, giving your full name and address for shipment.

Failing to hear from you by the above date, the Custodian will assume that you have no interest in these goods and will dispose of them at his discretion.

In addition to the goods listed as belonging to yourself and others, there are various unidentified shrines, kotos, trophies, photographs and papers, which will be abandoned as of no value unless evidence of ownership is submitted to the Custodian on or before the 30th of June 1949.

We enclose a stamped, addressed envelope for your reply.

Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN.

WJJ/CH

Enc. 1.

R.R.#1. Robt
Pennington Bl.

Your File No 4054 & 6888

Office of the Custodian
506 Royal Bank Bldg.
Vancouver B.C.

EVACUATION SECTION	
Rec'd	MAY 19 1949
File No.	4054/6888
Ans.	
Referred	Allen

Dear Sirs:-

Some time ago you wrote to me re
small amount of money lying to the credit
of World Hotel. As I have destroyed
all my bank books in a fire I have
no means of identifying it but I had
a small amount to my credit in your
office. He did have an account with
Japan & Canada Trust Savings Co. but
I cannot recall how much was left to our
credit. Will you please let me know
the amount & I may be able to trace it.
Thanking you for your courtesy. I am

Yours very truly,
Mrs. Mitsuji Ogata - #01792
(formerly Sasaki)

4034 & 6888

19th March, 1949.

Miss Mitsuyo SASAKI,
Regn. No. 01792,
Midway, B.C.

Dear Madam:

There is a small amount of money lying to the credit of the "World Hotel" in the Japan & Canada Trust Savings Co. account, which amount might belong to you.

We have no means of identifying as the only information given by the Japan & Canada Trust Co. is the name "World Hotel". If this money belongs to you, would you please give us all the information you can regarding this account.

Yours truly,

Office of the Custodian.

HA

6888

*to Mr. Ichiji Sasaki
Also written to*

4th February, 1949.

Miss Mitsuye SASAKI,
Regn. No. 01792,
Midway, B.C.

Dear Madam:

We wish to advise you that we have in Custodian storage one unvarnished Temple Model Shrine with four glass doors and marked "World Hotel", which is listed in the names of Mitsuye SASAKI and Ichiji SASAKI.

If this Shrine belongs to you and you wish to receive it, please inform the Custodian as soon as possible giving your full name and address for shipment.

Failing to hear from you by the above date, the Custodian will assume that you have no interest in the Shrine and will dispose of it at his discretion.

We enclose a stamped, addressed envelope for your reply.

Yours truly,

W.J. Johnston
Office of the Custodian.

WJJ:HA
Encl.

6888

October 20, 1948

Mrs. Mitsuye FUJITA,
Reg. No. 01792,
Midway, B. C.

Dear Madam:

Enclosed is Custodian cheque for the sum of 132.89,
which represents the balance standing to your credit with this
office.

These funds are made up of \$122.72 received from Messrs.
F.S. Ross & Sons, being the balance remaining from the sale of the
furniture of the World Hotel after settlement of the amount due
Toru Tamura under the Conditional Sales Agreement, and the sum of
\$10.17 unearned premium in connection with the insurance carried
on this furniture.

Kindly acknowledge receipt of the enclosed cheque.

Yours truly,

F. Matheson,
Office of the Custodian.

/FM
Enclosure

File No. 5025

January 31, 1943.

LIABILITY SUMMARY

SASAKI, Mitsuyo. Reg. No. 91792

<u>Claimant</u>	<u>Amount</u>	<u>Date Paid</u>
Yoru TAMURA (in Japan, F.S. Ross & Sons acted for him)	\$2,400.00	June 3, 1943.
Workmen's Compensation Board (claim on file 4054, Ichiji Sasaki against New World Hotel, for which Mitsuyo SASAKI held Power of Attorney.) Admitted June 27/43	5.00	July 8, 1943.

This file reveals no other liabilities.

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

V. Johnson

February 2, 1948.

PERSONAL PROPERTY SUMMARY

File: 6888

February 16, 1948

Re: Mitsuye SASAKI, Reg. No. 01792

Miss Mitsuye Sasaki was evacuated on May 9, 1942. On April 29, 1942, she reported in her JP declaration the following personal property:

"Goodwill of the Hotel World, 396 Powell Street, Vancouver. Furniture, fittings & all operational equipment of the above hotel contained in about 125 rooms. The declarant is at present negotiating the sale of this hotel as a going concern."

Miss Sasaki also reported indebtedness of \$2,400.00 to T. Tamura, resident of Japan; indebtedness represented the unpaid balance of the original purchase price of the World Hotel.

On May 21, 1942, Messrs. P.S. Ross & Sons, representing Toru Tamura, resident of Japan, reported the existence of a Conditional Sales Agreement between Toru Tamura and Messrs. Shinichi Sato and Ichiji Sasaki. This Agreement covering the sale to Messrs. Sato and Sasaki for the total sum of \$3,000.00 (payments: \$300.00 on execution of agreement and \$150.00 monthly installments) was dated July 19, 1937. In May, 1942, the unpaid balance of the purchase price was \$2,400.00.

Under the terms of the Conditional Sales Agreement Messrs. P.S. Ross & Sons advertised the sale by tender of the furniture of the World Hotel, in November, 1942. After settlement of the balance due Tamura, the sum of \$122.72 was turned over to the Custodian. Statement of the settlement was as follows:

Net Sale Price of Furniture	\$1,975.00
Storage	100.00
Moving	75.00
Advertising	<u>77.28</u>
	252.28
Net proceeds	1,722.72
Allowance for Water Bills	300.00
Allowance for Stoker	<u>500.00</u>
	2,522.72
Amount due Toru Tamura	<u>2,400.00</u>
	122.72

In addition to the \$122.72 received from P.S. Ross & Sons, the sum of \$10.17 was received as refund of unearned premium in connection with the insurance carried on the furniture.

There is in Custodian account at the present time, therefore, the total credit of \$132.89. This sum is in the account of Miss Mitsuye Sasaki, but is being held as Miss Sasaki has not supplied any evidence to support the report that the interest of Messrs. Shinichi Sato and Ichiji Sasaki had been transferred to her.

The World Hotel occupied the upper floors of the Tamura Building, Powell & Dunlevy, Vancouver. This building was sold on September 23, 1942. The World Hotel was not taken over by the Custodian as a going concern.

January 30/48.

Re: SASAKI, Mitsuye. Reg. No. 01792

On the 29th of April, 1942, Miss Mitsuye SASAKI declared ownership of furniture, fittings and operational equipment of the Hotel World, contained in about 125 rooms, 396 Powell Street, Vancouver, B.C.

On June 20/42 P. S. Ross & Sons advised that they had an interest in the furniture of the World Hotel because of a chattel mortgage given to Mr. Toru Tamura (in Japan), and they had an appraisal made which placed the value between \$6,000.00 and \$7,000.00. The Conditional Bill of Sale (chattel mortgage) between Toru TAMURA, vendor and Shinichi SATO and Ichiji SASAKI, purchasers of furniture and fittings listed (as per attached schedule) July 19, 1937, showed the purchase price to be \$3,000.00. Sept. 23/42 there was a balance owing of \$2,400. The purchaser of the building, Mr. Dorigan made an offer of \$1,000. for the furniture, Sept. 23/42, and we recommended its acceptance to Mitsuye SASAKI who had power of attorney for the hotel business, and to Ichiji SASAKI (file 4054) and Shinichi SATO (file 4006). Oct. 7/42, P. S. Ross & Sons advise chattel mortgage is in good standing until July 31, 1943. On Oct. 13/42, we advised Miss SASAKI that P. S. Ross, acting for T. TAMURA, were within the powers granted in section 6 and 7 of the Conditional Bill of Sale, in arranging sale of relative furniture without reference to the purchasers.

To clarify ownership - Shinichi SATO's letter of October 19, 1942 states that the partnership between Ichiji SASAKI and himself was dissolved in May, 1942, and Mitsuye SASAKI was named the sole owner.

On Oct. 23/42 we telegraphed an offer of \$1,200. for furniture of Hotel World, to Miss SASAKI. October 24, 1942, she telephoned her refusal, and stated that a coal stoker worth \$800. was not included in the Conditional Bill of Sale. On Oct. 27/42, we wrote her regarding the advisability of selling her furniture now, and requesting her to sign Bill of Sale; otherwise P.S. Ross, acting for TAMURA would seize the chattels and call for tenders. Formal demand for payment under Conditional Sale Agreement was made Nov. 13, 1942, listing goods that would be repossessed unless payment was forthcoming. This list is shown in detail on the attached chattel schedule. June 3, 1943, P. S. Ross advised us of the sale of furniture for the net amount of \$1,722.72, and an allowance for stoker of \$500. and a \$300. credit for SASAKI for water bills she had paid for the whole building, so that after paying the mortgage of \$2,400. there was a balance of \$122.72 for Mitsuye SASAKI.

Memo of June 17, 1943 stating that the amount of \$122.72 is not to be released until Shinichi Sato and Ichiji Sasaki have waived any claims they may have. On June 22/43 there is a memo to Mr. Wright asking whether the moving and storage and advertising should rightly be charged to M. SASAKI or should be for TAMURA's account. July 5/43, Mr. Wright says the charges are for M. SASAKI's account where they have already been charged. On July 7, 1943 we advised Miss SASAKI of the sale and requested a statement signed by Shinichi SATO and Ichiji SASAKI to the effect that they have no objection to our paying her the proceeds of sale. Several attempts were made to obtain this release without success. Feb. 12/47, Miss SASAKI requested details of the transaction relating to World Hotel. These were supplied on Feb. 21/47, together with another request for a release signed by the two men mentioned above. She has not replied and the money is being held.

(cont'd)

January 31, 1948.

CHATTEL SUMMARYRe: SASAKI, Mitsuye, Reg. No. 01792.

(personal belongings)

Mitsuye SASAKI declared only furniture and fittings and operational equipment of Hotel World, however her personal belongings are revealed in her request on August 21, 1942 for release of 2 dressers and in her letter of September 3, 1942 mentioning a buffet which was hers but which she did not want shipped. The buffet and personal effects were shipped September 22, 1942, but the two dressers appear to have been included in the sale of hotel furnishings. October 13, 1942, Miss SASAKI acknowledged receipt of the buffet and other effects, and mentions other goods in the storeroom at Hotel World.

On October 26, 1942 she gave a full description of goods in the storeroom and enclosed keys. She asked for shipment of all these goods and enclosed a diagram showing the position of her chattels in the storeroom, and other things indicated as 'junk', not hers. Her goods are listed on the attached chattel schedule. On October 28/42 she advised that her steamer trunk requested on Oct. 26/42, contained chinaware. On November 4/42 all the goods in the storeroom at Hotel World were moved to storage at 604 Cordova, including those in her name and many that had no name on them. On Dec. 2/42 we received the usual Custodian Release Form from Miss SASAKI covering goods listed on October 26/42. On December 6, 1942 she declared ownership of further kitchenware, trays and vases. Shipment was made to her on December 8/42, C.P.R. waybill 68658 showing most of the articles requested, as detailed on Chattel Schedule.

Memo of October 26/43 to the file states that the ownership of goods stored at 604 Cordova from the Hotel World was uncertain, and only part belong to Miss SASAKI. A number of these chattels were sold at Vancouver Auction 52, Sept. 19/45, and Vancouver Auction 53, Sept. 26/45, and proceeds credited Mitsuye SASAKI. Records identified as hers were sold at Vancouver Auction 59, March 29/46 and credited her. An attempt has now been made to segregate chattels and transfer to Chattel Suspense those things that were sold and credited to her which she at no time declared or were found under her name, or could not have been contained in anything of hers.

This file reveals no other chattels of any kind.

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

January 31, 1948.

V. Johnson

*As Mitsuye Sasaki did not reply to our letter
of Feb 21/48 all proceeds of auctions of
Sept 19/45, Sept 26/45 and March 29/46 have
been transferred to Chattel Suspense*

*Maclean
Feb 16/48*

File No. 6888

CHATEL SCHEDULE
SASAKI, Mitsue, #01792

January 28, 1948.

Chattels revealed on
file as belonging to
Mitsue SASAKI.

Declaration, April 29/42

Furniture & fittings of Hotel World - dealt with separately.

Shipment requested Aug. 21/42

Shipped Dec. 8/42

Other disposition

1 dresser in room 110
1 dresser in room 109

Likely sold with other
hotel furnishings

Letter of Sept. 3/42

1 buffet

1 buffet, (Sept. 22/42)
of personal effects

Her letter of Oct. 26/42

1 steamer trunk, full of chinaware
1 small trunk
1 iron brown trunk
1 wooden trunk
1 wooden trunk
1 garbage can & contents
1 " " "
1 empty garbage can
1 copper 3 tiered double boiler
(rectangular) K
2 large aluminum pots K
1 large tea box containing
Japanese chinaware
2 large wooden boxes of
Japanese chinaware
3 large wooden barrels
(rice containers)
1 set curtain dryers
1 box Japanese records
(in cardboard box)
2 boxes of records
4 oblong boxes of lacquer
(may be in 1 large
container).
3 large frying pans K
large Japanese plates
1 Melary range

3 trunks effects

1 garbage can & conts.

1 garbage can

3 boxes china

1 bdle tubs

1 ctn curtain dryers

No record of steamer trunk
1 grip sold Van. 52.

(These chattels were sold in
her name which could be
(contents of steamer, and
garbage can, namely, v.
(2 Jap Bowls, 3 Jap. Dishes,
(meat grinder, canning machine,
(6 platters, Electric plate,
(11 trays, 5 jars, tea pot,
(2 plaques & mirror, 2 pieces
(canvas, 3 brass jardiniere.

Records sold, Van. 59.
4 boxes lacquerware sold,
Van. 52.

K - Box of kitchenware sold
Large Jap. plates sold, Van. 52
1 Melary Range sold, Van. 52

trays sold, Van. 52.
3 brass jardiniere mentioned
above.

3 cartons dishes & 3 of decor-
ations sold, Van. 52.
Galv. tub sold, Van. 52.
1 tool box, sold Van 52.

Her letter Dec. 6/42.
further kitchenware K
trays
vases

Additional Chattels under her name
moved to storage Nov. 4/42

7 cartons
2 ironing boards
1 wash tub
3 wooden chests

1 ctn effects

7. Johnson

January 28, 1942.

Re: Furniture of Hotel World

On April 29, 1942, Miss Mitsuyo SASAKI declared "Furniture & fittings and all operational equipment of Hotel World".

Inventory taken by P. S. Ross
October 25, 1942.

103 tables - various types
 6 tables - small
 6 couches
 108 line floor covers
 104 dressers
 35 beds and springs - single
 34 mattresses - single
 11 beds and springs - 3/4 and 4 ft.
 11 mattresses - 3/4 and 4 ft.
 54 beds and springs - double
 51 mattresses - double
 183 chairs - assorted
 7 rugs
 48 blinds
 22 medicine cabinets
 143 curtains - single
 50 curtains - side drape
 149 hand towels
 90 table covers
 51 dresser runners
 128 pillows
 227 pillow slips
 292 bed sheets
 88 blankets - double
 72 blankets - single
 58 comforters
 119 counterpanes
 10 gas stoves - 2 ring
 1 gas stove - 3 ring
 1 gas stove - 4 ring
 40 glass tumblers
 51 towel racks
 40 glass and wooden shelves
 28 waste paper cans
 1 cushion
 1 ash tray
 5 kitchen utensils - various lots
 1 bed frame
 1 large looking-glass
 20 cupboards and wardrobes
 1 ice box
 1 cash register
 1 bureau
 5 bookshelves
 1 closet
 1 buffet cupboard
 1 gramophone stand
 1 medical stand

1 baby chair
 1 gas heater
 1 gas oven
 1 glass shelf and brackets
 110 curtain racks
 Carpets and brass fenders for five flights of stairs
 Carpets for nine hallways
 9 blinds - hallway windows
 80 rolls wall-paper
 4 large paper-hanging brushes
 3 flashlights
 miscellaneous carpenter tools
 6 mattresses
 4 tables
 4 bed springs
 7 kitchen chairs
 1 mat

Letter of Oct. 24/42 re SASAKI's
 telephone declaration of ownership of
 1 coal stoker

All the above chattels were taken into possession of P. S. Ross acting for Toru Tamura (in Japan) who held a Conditional Bill of Sale covering only the following: (stoker excepted)

14 double beds (mahogany finish)
 4 double beds (ivory finish)
 21 double beds (white finish)
 5 double beds (brass finish)
 27 3/4 beds (white)
 35 single beds
 48 double size springs
 22 3/4 size springs
 34 single size springs
 47 double size mattresses
 21 3/4 size "
 34 single size "
 127 blankets
 125 quilts
 170 sheets
 74 spreads
 130 pillows
 119 pillow cases

cont'd.

File No. 6888

CHattel SCHEDULE cont'd.
SASAKI, Mitsuye, #01792
Re: Furniture of Hotel World

List of chattels covered by
Conditional bill of sale cont'd.

148 kitchen chairs
2 chairs
3 arm chairs
74 tables
47 Bureaus (mahog. finish)
1 chest of drawer
56 medicine cabinets
48 blinds
26 curtains
11 rugs (9 x 10, 9 x 12, 9 x 12,
8 x 12, 8x10, 2x5, 6x8, 4x12,
4x12, 8x10, 8x10)
1 cash register (National #595229)
1 Clock (New Haven Clock Co.)
1 lino. carpet 8x10'.
1 settee (leather)
4 Japanese cushions
40 table covers
130 towels
1 sofa (2 cushions, 1 lost)
1 sofa
2 wash stands
1 hall rack
45 lamps 60 W
127 " 25 W
2 " 150 W
36 lamp shades.

Furniture and fittings of Hotel World were sold \$1,975.00

Less storage \$100.00

moving 75.00

Advt. 77.28

252.28

1,722.72

Allowance for water bills

300.00

Allowance for stoker

500.00

\$ 2,522.72

Less amt. owing on Conditional Sale

2,400.00

To Mitsuye SASAKI

\$ 122.72

It would seem that as chattels covered by the Conditional Bill of Sale between Tamura, Vendor, and Sasaki, Purchaser did not comprise the entire lot of chattels taken over by P.S. Ross for Tamura (in Japan) and sold under terms of the Bill of Sale, the proceeds of Tamura's chattels only should have been applied to his account.

Bill of Sale calls for any deficiency in cash paid to be paid to Tamura by Sasaki, as well as all charges incurred by Tamura.

V. Johnson.

February 16, 1948

To: File 6888 and Chattel Suspense File

From: F. Matheson

Re: Chattels removed from World Hotel, 396 Powell Street

Chattels were removed from the World Hotel and sold at auction under the name of Miss Mitsuye SASAKI, Reg. No. 01792, File 6888, but held in the account as ownership was uncertain.

On February 21, 1947, we wrote Miss Mitsuye SASAKI in regard to personal effects which she had stated had been left in storage at the World Hotel. "All that could be identified as yours were shipped to you. If any other goods belonging to you were left at the World Hotel, would you kindly let us have as complete a list as possible. If any other persons stored goods at the World Hotel, could you give us their names?"

No reply has been received from Miss SASAKI to our letter of February 21, 1947. Miss SASAKI, who has filed claim for loss, did not refer to loss of personal effects. Therefore, the proceeds of the sale of the goods removed from the World Hotel and credited to her account, are being transferred to Chattel Suspense.

To: Accounting Department

From: F. Matheson

Please transfer from the account of Mitsuye SASAKI, Reg. No. 01792, File 6888, the following:

Credit G/181 "Unidentifiable, World Hotel, 396 Powell St., Vancouver" and charge Mitsuye SASAKI, Reg. No. 01792, File 6888.

Sept. 18/45, Vancouver 52-	Realized: \$141.35	Expense: \$39.01	-	Net \$102.34
Sept. 26/45, Vancouver 53-	" 40.95	" 14.40	"	26.55
March 29/46, Vancouver 59-	" .40	" .12	"	.28

/FM

Matheson

CHattel SCHEDULE

Articles Inventoried
"No Name"

World Hotel, Storage Room
to 604 E. Cordova
Nov. 14/42

Sold at Auction

2 Bookcases

1 Box

1 Office Cabinet

3 Boxes

Paper Package

5 Boxes

Box Encyclopedias

Large Chest

Old Typewriter

Small Chest

Carton

Bills Trays

14 Cartons

Paper Packages

Cupboard

11 Boxes

2 Pedestals

1 Bill Fishing Rods

1 Bill Golf Clubs

God Box

Case of Records

Hat Box of Dishes

Small Basket

Gramophone

Package Rates

" Curtains

3 Carpets

2 Leather Cushions

4 Pictures

Copper Boiler

3 Bill Pictures

5 Galvanised Trays

Mattress

Life Preservers

2 Vacuum Cleaners

Parcel (Tank)

Cupboard

Bills Pictures

Mattress

Screen

Bed

Bed Spring

Bamboo Bookcase

Carpet

Box

Refrigerator

1 Cabinet

20 Vol

20 Vols. Book of Knowledge

36 Trays

Table Gramophone

Bamboo Bookcase

2 Rolls Lino & old carpet (2)

1 Ice Box

1 Ice Box

CHATEL SCHEDULE

File No. 6888

February 21, 1947

Re: Mitsuye SASAKI #01792

Declared

Inventory

Nov. 4/42

1 Dresser
1 Dresser
1 Set Curtain Dryers
5 Trunks
3 Large Rice Containers
2 Garbage Cans, cont. goods
1 Garbage Can, empty
1 Box Records
1 Copper 3-tiered double Boiler
2 Lge. Aluminum Pots
1 Lge. Tea Box, cont. China
2 Lge. Wooden Bx. " "
2 Books of Records
4 Bx. Lacquerware
3 Lge. Frying Pans
1 New Range
Very Large Plates

Trays

Beds

Kitchenware

Vases, flower arrangement

4 Trunks
3 Wooden Tubs
2 Garbage Cans
1 Ctn. Records
1 Lge. Bx., Plates, etc.
2 Bx. Dishes

1 McLary Range

2 Ironing Boards

1 Paper Box

2 Wooden Trays

3 Wooden Chests

7/2 Cartons

1 Tin of China

1 Wash Tub

Shipped prior to

Sept. 23/42

1 Buffet

Personal Effects)

) Receipt acknowledged Oct. 8/42

NAME James H. H. H. H.

REGISTRATION NO. 01792

FILE NO. 4000

The following chattels were sold by public
auction at 771 Hastings St. E. Vancouver B.C. on March 30th, 1948.

Records

\$.80

*Transferred to
C/S 181
World Hotel
396 Parnell.
Feb 16/48
J.M.*

Total

\$.40

Less Expenses:

(Auctioneer's fee \$.05
(Advertising .01
(Moving .06

\$.12

Net Proceeds Credited:

\$.28

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 79

Remarks.

NAME SASAKI, MitsuyoREGISTRATION NO. 01792FILE NO. 6888

The following chattels were sold by public
 auction at 992 Powell St., Vancouver, B.C. on September 26, 1945.

C. S. 1st	9 Pictures	\$ 2.50
	2 Plaques & mirror	0.75
	Piece Canvas	1.50
C. S. 2nd	2 Old Carpets	1.00
C. S. 3rd	Table Gramophone	5.25
C. S. 4th	2 Wooden Pedestals	1.50
C. S. 5th	Bamboo Book case	1.00
C. S. 6th	Shovel & Etc.	1.00
C. S. 7th	2 Radio Line	0.60
C. S. 8th	8 Galv. Trays	3.00
C. S. 9th	Ice Box	1.50
C. S. 10th	Ice Box	5.00
C. S. 11th	Life preserver	0.60
C. S. 12th	Step Ladder	0.75
C. S. 13th	Box dishes	1.75
	2 Brass Jardinieres	5.75
	1 Brass Jardiniere	6.00
	Canvas	2.00

*Transferred
 9/15/45
 World Hotel, 396 Powell
 Sub 16/45
 5722*

Total	(Auctioneer's Fee: \$4.09	\$ 40.95
Less Expenses:	(Advertising: 2.41	\$ 14.40
	(Moving: 7.90	
Net Proceeds Credited:		\$ 26.55

Members of Custodian Staff Present.

Mr. Wills.

Extracted from Auctioneering List No.

Vancouver 53.

Remarks. Hold funds.

NAME SASAKI, MitsuyoREGISTRATION NO. 01792FILE NO. 6028

The following chattels were sold by public
auction at 942 Powell St., Vancouver, B.C. on September 19, 1945.

Large Jap Plate	\$ 5.00
2 Jap Bowls	2.50
3 Jap Dishes	2.75
3 Bows decorations	0.75
4 Bows Decorations	1.00
Meat Grinder	1.25
2 Bows dishes	1.50
2 Bows lacquerware	2.75
20 Vols. Book of Knowledge	9.00
Grip & odd lot	2.75
Canning Machine	3.50
Trays & Lacquerware	3.75
6 Platters	1.00
Electric Plate	1.00
Box dishes & Glassware	4.00
11 Trays	2.50
Box China	1.50
10 Trays	1.50
1 Trays	2.50
Plate & etc.	3.25
Lacquerware	2.00
Box dishes	2.50
10 Trays & Ruler	2.25
Box dishes	4.00
Box dishes	4.50
5 Jars	3.25
Tea Pot	7.75
5 Bows of decorations	2.00

Total to be carried forward:

\$ 82.00

Less expenses:

Net proceeds credited:

Number of Custodian Staff Present.

Exempted from Auctioneering List No.

Remarks.

NAME SABAKI, Mitsuyo

REGISTRATION NO. 01792

FILE NO. 6888

The following chattels were sold by public
auction at 992 Powell St., Vancouver, B.C. on September 15, 1945

	Brought forward:	\$
Box of kitchenware		82.00
Cabinet		0.75
McClary Range		0.75
Galv. Tub		55.00
Tool Box		1.50
		1.35

*Exempted
9/15/45 - World Hotel
396 Powell
Feb 16/48
SM*

Total		\$ 141.35
Less Expenses: (Auctioneer's Fee: \$14.14		
(Advertising: 5.42		\$ 39.01
(Moving: \$19.45		
Net Proceeds Credited:		\$ 107.34

Members of Custodian Staff Present. Mr. Wills.

Extracted from Auctioneering List No. Vancouver 52.

Remarks. Funds being held

MEMORANDUM.

File No;: 6888
4054

Oct. 26th, 1943

To: FILES

From: Mr. Green

Re: Miss Mitsuye SASAKI
Mr. Ichiji SASAKI

Insofar as the chattels at the World Hotel are concerned, Mr. Alexander's letter of July 7th on file 6888 seems to cover the position very fully. The net effect is that these chattels on which a balance of \$2400.00 was owing at the time of evacuation, have been sold, the vendor reimbursed, and the balance of ~~\$2400.00~~ credited to the account of Miss Mitsuye Sasaki. \$22.72 *K*

In that letter and on September 14th, Mr. Alexander has requested Miss Mitsuye Sasaki to send us a statement signed by Messrs. Shinichi Sato and Ichiji Sasaki (Files 4006 and 4054 respectively) to the effect that they have no objection to our paying her the balance due. This has not yet come to hand and a further letter is being addressed to Miss Mitsuye Sasaki.

I am of the opinion that no such statement is required from Shinichi Sato as on file 4006 under date of October 19th, 1942, he disclaims all interest in the mortgage and refers us to Miss Mitsuye Sasaki.

Finally, we have some effects in storage at 604 East Cordova that were removed from a room in the World Hotel basement. Some of these have been shipped to Miss Mitsuye Sasaki and the exact ownership of the remaining items is uncertain, a part only probably belonging to Miss Mitsuye Sasaki.

HFG:IF

6888

September 14, 1943.

Miss Mitsuyo SASAKI,
Registration No. 01792,
Greenwood, B. C.

Dear Madam:

This opportunity is taken to acknowledge receipt of and to thank you for your letter dated September 7th enclosing money order for the sum of \$5.00 which we have placed to the credit of your account with the Custodian.

On July 14th we forwarded to the Workmen's Compensation Board our cheque No. 4204 for the sum of \$5.00 in settlement of their claim charging the amount at that time of \$5.00 against your account with us. Your account now shows a credit balance of \$122.72.

We have not received any reply from you as yet to our letter to you dated July 7th in connection with the World Hotel and, having gotten in touch with the Assistant Supervisor in Greenwood of the B. C. Security Commission we are told by him that you are writing to us direct in reply to our communication to you of July 7th.

Yours truly,

R. P. Alexander,
Manager.

RP:MA

6888

July 30th, 1943.

Miss Mitsuye SASAKI,
Registration No. 01792,
Greenwood, B.C.

Dear Madam:

In your letter of the 27th of June 1943 you stated that a Mr. Henry Adams owed you \$9.00, and that he was confined to Essondale Mental Hospital.

We wrote to the Superintendent of the Hospital and have received his reply which reads as follows:

"I have your letter of July 23rd, regarding a claim of \$9.00 against the above named by Miss Mitsuye Sasaki.

Mr. Adams was Discharged in Full from this Hospital on October 7, 1942 and we have no information as to his whereabouts.

We are sorry that we cannot assist you further in this case."

As we have no method of locating Mr. Adams we regret we cannot do anything further to assist you in collecting this debt.

Yours truly,

AMcA:DE

A. McAlister,
Claims Department.

July 5th, 1943.

MEMORANDUM

TO: MR. R.P. ALEXANDER
FROM: MR. K.W. WRIGHT

Re: Mitsuye Sasaki and
Ichiji Sasaki

RAC

We have your memorandum of 22nd ultimo.

Pursuant to agreement dated 19th July, 1937 the furnishings of the World Hotel were sold under an additional sale agreement by Toru Tamura to Shinichi Sato and Ichiji Sasaki for the sum of \$3,000.00 payable \$500.00 down and \$150.00 monthly; the first of such monthly payments to commence on the first day of August 1938. At the time of evacuation the sum of \$2,400.00 was still owing to the vendor so that there was undoubtedly default on the part of the vendee at the time evacuation took place.

The agreement provides that the vendor in the event of default, shall have the right to take possession and resell, at any time, in such manner and subject to such conditions as he may think fit. I think you will agree that under the circumstances Tamura could not be charged with expenses relative to storage or sale.

The second suggestion relative to charging expenses for advertising, moving and sale to the Administrative Account comes down largely to a question of policy. If the Custodian was guilty of neglect and left the disposal of the goods for an unreasonable period there might be some justification but the file indicates that every effort was made to sell and that the owner of the goods was consulted and was aware of the Custodian's activities throughout.

In view of earlier offers, final result can be termed satisfactory and if there was any delay it was justified by the care that was exercised.

The Custodian stands in Tamura's shoes and had a right to sell and had Tamura been here, all his expenses would have been charged to the owner and my own view is that the expenses should now be so charged. I do not see anything on the file to indicate that the owner has objected and if in the future some objection is taken I would meet it with the argument advanced in this memorandum.

Your files 4054 and 6888 are attached hereto.

K.W. Wright
K.W. WRIGHT

KWW/DG
Attachs

6888
4054

June 25th, 1943.

Miss Mitsuye SASAKI,
Registration No. 01792,
Greenwood, B. C.

Dear Madam:

A claim of \$5.00 has been lodged with the Custodian by the Workmen's Compensation Board against your father, Ichiji SASAKI, and the New World Hotel.

Although your Father has been written to on two occasions he has not yet replied, and we are now submitting the claim to you for settlement as we understand you have Power of Attorney for your Father, and there are sufficient funds in your account to look after this claim, which this office will be glad to do on getting your authorization.

Yours truly,

A. McAllister,
Claims Department.


AMCA:ND

June 22, 1943.

MEMORANDUM - MR. WRIGHT

Attached are both files.

You will note that under Conditional Sales Agreement dated July 19, 1937, P. S. Ross & Sons, representing Toru Tamura, Evacuee and Vendor, have taken possession of furniture involved and have re-sold. Statement attached to letter dated June 14th from P. S. Ross & Sons indicates that Miss Sasaki, the Purchaser, (Miss Sasaki represents both Shinichi Sato and Ichiji Sasaki) has been charged \$77.28 for advertising, \$75.00 for moving and \$100.00 for storage.

The problem is this:

Under the normal course of events the Custodian, with the consent of the agent of the unpaid Vendor, would have removed and stored relative Evacuee chattels at the Custodian's expense, and the Evacuee Sasaki would not have been charged with \$175.00 for storage and moving. Tamura was the owner of the building and was the unpaid vendor of the chattels. P. S. Ross & Sons sold the building before deciding upon disposition of the chattels; consequently, delay was incurred in disposition of chattels and Mr. Frederick Field tells me that they paid \$175.00 (storage and moving) to the purchaser of the building to compensate him for delay occasioned in securing complete possession of the building. When the building was sold, quiet possession was no doubt guaranteed.

I am of the opinion that the \$175.00 in question should be charged either to Mr. Tamura, the former owner of the building, or should be charged to Evacuation expenses rather than to the Evacuee, and after you consider the matter I would greatly appreciate receiving your views in this connection also. I have already discussed the matter with Mr. Shears and he asked me to send you this memorandum.

RPA:LL

MEMORANDUM

Files 4254 and 6888

June 17, 1943.

TO: Mr. Gibson.

Attached are both files. Mitsuye Sasaki in her letter dated September 25th, 1942, says that she took out fire insurance through the Bell-Irving Insurance Company for three years on the furniture and contents of the New World Hotel, the premium having been paid in December, 1941. Toru Tamura foreclosed under Conditional Sales Agreement and disposed of the furniture. If Mitsuye Sasaki has not cancelled the insurance and obtained a refund, please aid her in doing so.

HPA:BT

*This Ins. has been
cancelled.
See statement from
Bell-Irving Ins. Co. 4054
dated Dec 15/43*

2054, 6288.
4006

June 1, 1943.

Masara, P. S. Ross & Sons,
411 Royal Bank Building,
Vancouver, B. C.

Dear Sirs:

Re: Mitsuo SAKAKI and
The New World Hotel
Your File No. 205-146

In the third paragraph of your letter dated October 26, 1942 mention is made of the \$1,200.00 offer on the chattels covered by a Conditional Bill of Sale in connection with which you authorized this office to notify Miss Sasaki that said offer, plus an allowance for the coal stoker and an allowance for the water bill, would be considered in full settlement of relative Conditional Bill of Sale.

Subsequently you no doubt took the necessary legal steps to exercise the rights of the late Mr. Tamura under the Chattel Mortgage, seized the chattels and disposed of them in the usual way by calling for tenders. We do not appear, however, to have received any report to date as to the outcome of your action and would appreciate your providing us with full particulars in order that we may inform the evacuees concerned as to the final disposition made.

Yours truly,

R. P. Alexander,
Manager.

HPA:HA

MEMORANDUM

File No. 6932

March 9, 1943.

TO: MR. GREEN

FROM: MR. SPAIN

Re: Mitsuye SASAKI

All chattels that could be identified as hers were stored in 604 Cordova Street storage, with the exception of items requested and which have been shipped to her by the E. C. Security Commission.

We suspect, however, that many identifiable articles removed from the World Hotel to Central Storage may be hers, and these cannot be separated by us under correct ownership.

GBS:IF

Geo. B. Spain.

MEMORANDUM

File No.: 6888

January 13th, 1943

TO: Mr. Spain

FROM: Mr. Green

Re: Mitsuye SASAKI

Quite by chance I today found in an entirely different file, Miss Mitsuye Sasaki's letter and enclosure of October 26th. I do not recollect having ever seen this or her further letter of November 16th.

I believe, however, that Messrs. Smith and Saunders between them shipped to this lady everything she asked for and would like your confirmation of this. Is the storage list now on file correct or have shipments been made from it subsequently? In this latter case, kindly have a revised up-to-date storage list put on file.

HFG:IF



Supplement

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
DEC 2 1942

Address Grenwood, B.C.

Date November 26, 1942.

To: The Secretary of State, acting in his
capacity as Custodian, Vancouver, B.C.

I, SASAKI, Mitsuya, Police Registration No. 01792
hereby request you to release to me the under-noted property
stored at Basement of World Hotel, 396 Powell St.
in possession of Custodian
and I release you from any claim whatsoever with respect to
such property.

Description of Property:

1 set curtain dryers	2 books of records
5 trunks	4 boxes lacquerware
3 large rice containers with copper bands	3 large frying pans
2 new garbage cans containing goods	
1 box records	
1 copper 3-tiered double boiler	
2 large aluminum pots	
1 large tea box containing Japanese chinaware	
2 large wooden boxes "	"

Original Address 396 Powell St.

Date Evacuated to Vancouver _____

Date Evacuated to Present Address May 10th

Number in Family - 12 years and over 1

Number in Family - 5 to 11 years old 1

Number in Family - under 5 _____

TOTAL NUMBER IN FAMILY 5

I agree to pay all charges as required by the British Columbia
Security Commission.

APPROVED:
BRITISH COLUMBIA SECURITY COMMISSION

Per: L. J. Bondrill M. Sasaki
Claimant Signs Here

Custodian Vancouver
Mr Smith Custodian
Advise when located so can
send truck to handle Release
2 Copies to you See 1/K2. CW Fisher

OFFICE OF THE CUSTODIAN
PROTECTION

RECEIVED
OCT 30 1942

auth. spec
Greenwood, B. C.
October 28, 1942

Your file No. 6888

Mr. H. F. Green,
Protection Department,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Thank you for your kind letter in regard to
the goods stored at the basement of the World
Hotel.

By the time this reaches you, you'll pro-
bably have my other letter and the key to the
storeroom. I forgot to mention in that letter
that the one steamer ^{trunk} is filled with chinaware
so please take care in shipping it. I would
also like you ship the goods by express.

In packing the trunks and boxes would you
please ask Mr. Saunders to tie ropes securely
around them so the goods will not fall out. If
he will buy the ropes, send me the bill and I
shall send the money immediately.

Trusting you will take this matter into your
consideration as soon as convenient, I am,

Yours truly,

Miss Mitsuye Sasaki
Reg #01792

6888
Dear Mr. Green
OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
October 26, 1942
Greenwood, D.C.
File 6888

Enclosed please find the diagram of the storeroom where I have my personal effects stored.

I would like you to send me every article that belongs to me in that storeroom. I will give you a list of articles I would like you to pack & ship to me.

① 5 Trunks. (1 steamer, 1 small, 1 iron brown trunk which is buried among the boxes of books as indicated in the diagram, 2 wooden trunks.)

② 2 Garbage cans - There are 3 altogether but one is empty but the other 2 are filled with my goods. Please do not send the empty one as it is of no use to me.

③ 1 Copper (3-tiered) Double boiler. It is a rectangle object.

④ 2 large aluminium pots.

⑤ 1 large tea box - This contains Japanese Chinaware so please take care in shipping this.

- ⑥ 2 large wooden boxes - This also contains Japanese chinaware. Please take care.
- ⑦ 3 large wooden barrels to keep cooked rice in. These objects have lids and has copper rings around them.
- ⑧ A set of ~~curtain~~ curtain dryer.
- ⑨ 1 box of Japanese records. (in cardboard box) 2 books of records.
- ⑩ 4 boxes of lacquer-ware. These may be contained in a large container but nevertheless there are 4 boxes (oblong boxes) of these. As these are very valuable I would like you to try and find these.
- ⑪ 3 large frying pans.

• There are very large plates (Japanese) also in the storeroom but please give them to Sister Mary Pious who is the head of the Sisters of the Atonement 385 Cordova Street East.

• Regarding the secure packing and shipping, if any charges have to be paid beforehand, please let me know and I shall send the money to you immediately.

Please take care in shipping these goods since there are many valuable chinaware I would like to be delivered to me unbroken.

I have enclosed the keys to the storeroom but since the door is bolted from inside, it will be difficult to get inside. The easiest way to get in is through the trap door of Room 132 & going down the stairs you turn to left. ~~and enter the~~ or if this cannot be done please break the plank which is nailed to the window (indicated on the diagram). Perhaps the latter way is easiest to get in there.

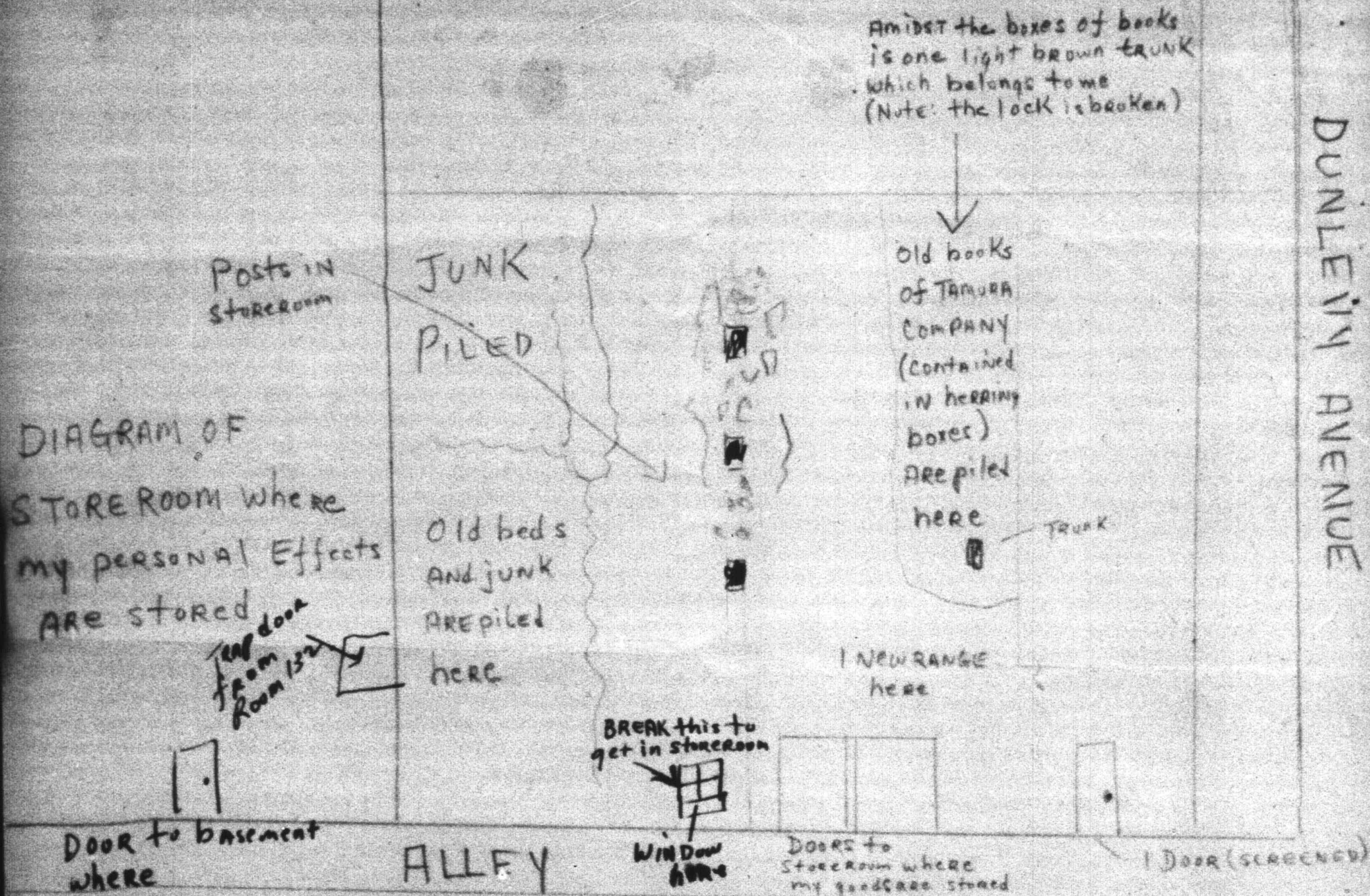
As I am extremely anxious to have these articles please get them for me as soon as possible.

The goods are stored around the posts in the center of the storeroom. They are indicated by the red marks on the diagram.

Trusting you will act immediately on this matter, I am, Yours truly,
Miss Mitsuye Sasaki
Serial # 01792

POWELL STREET

DUNLEAVY AVENUE



6888 aut to Alexander

P. S. Ross & Sons

CHARTERED ACCOUNTANTS

MONTREAL TORONTO WINNIPEG
CALGARY VANCOUVER

MAJ GEN J. G. ROSS, C.M.G.	G. E. HOULT
J. W. ROSS, LL.D.	S. B. PECKHAM
S. R. CAMPBELL	W. C. JEPHCOTT
J. A. GRANT	H. S. HAWTHORNE
W. L. GATEHOUSE	F. E. H. GATES
G. M. HAWTHORN	J. A. ROSS
J. A. ROSS	F. A. COFFEY
H. I. ROSS	G. G. HARRIS
G. M. SMITH	

OFFICE OF THE CUSTODIAN
JAPANESE SECTIONRECEIVED
OCT 27 1942ROYAL BANK BUILDING
400 BAY STREET

MONTREAL-QUEBEC

VANCOUVER, B.C.

26th October, 1942.

Our file 295-146.

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

Attention Mr. H. P. Alexander.

Dear Sir: re: Mitsuye SASAKI and Conditional Bill of
Sale on Furniture in New World Hotel.
Your files 6888 & Enemy 560.

We acknowledge receipt of your two letters of the 24th instant respecting the above. We also acknowledge receipt of a cheque from Mr. G. Cooke in the sum of \$120.00 being 10% of his offer of \$1,200.00 for the chattels covered by the Conditional Bill of Sale mentioned above.

In accordance with your request, we are communicating with Mr. Cooke, advising him that his offer is being submitted for consideration.

The writer has since had a conversation with Mr. Alexander, and we understand you will 'phone Miss Sasaki recommending (subject to the consent of the Custodian) the acceptance of the offer of \$1,200.00, and advising her that such amount, plus allowance for the coal stoker and an allowance for water bill, will be considered in full settlement of the Conditional Bill of Sale.

We have written to Mr. McPherson today, asking for his approval of this settlement.

Yours faithfully,

P. S. Ross & Sons RM

COPY for Mr. R. P. Alexander.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

OCT 27 1942

VANCOUVER, B.C.,

Our file 295-146.

26th October, 1942.

G. W. Mopherson, Esq.,
912 Royal Bank Building,
Vancouver, B. C..

Dear Sir: re: Mitsuye SASAKI, Furniture in
World Hotel and T. TAMURA.
Your files 6888 & Enemy 560.

Mr. R. P. Alexander has handed to us an offer for
the chattels in the World Hotel in the sum of \$1,200.00.
This represents the best of three offers received.

Miss Sasaki also claims to be the owner of a coal
stoker installed on the premises of the New World Hotel. This
coal stoker is affixed to the premises and cannot be removed.
We have also advised you in previous correspondence that Mr.
Noritake, when here, advised that there should be some allow-
ance to Miss Sasaki for the water bill paid by her in respect
of the whole building.

We therefore recommend that, provided Miss Sasaki
accepts this offer of \$1,200.00, this, together with any
equity she might have in the coal stoker and allowance for
water bill, be considered by the Estate of T. Tamura as full
settlement for the chattel mortgage, and that should she
accept she be give a release in full of liability.

We would ask you to be good enough to communicate
with Mr. Alexander upon receipt of this letter as we under-
stand he will arrange to 'phone Miss Sasaki and suggest to
her the acceptance of this proposal should you approve.

Yours faithfully,

JSK

6888 &
Enemy File 560

October 24th, 1942.

Miss Mitsuye Sasaki,
Registration #01792,
Greenwood, B. C.

Dear Madam:

You will confirm telegram dispatched to you on the morning of October 23rd worded as follows:

"Have received offer of twelve hundred dollars for furniture New World Hotel do you accept stop telegraph reply collect stop if unwilling to sell P S Ross representing Tamura request surrender of chattels to them for sale by public tender".

We thank you very much for your telephone call of the afternoon of October 23rd during the course of which we understood you to say that:

1. You could not consider the offer of \$1,200.00 conveyed to you in our telegram.
2. That under the circumstances you considered it unavoidable and that you would, of necessity, have to agree to the request of Messrs. P. S. Ross & Sons.
3. That a coal stoker, said to be worth about \$800.00, was in the New World Hotel, that this coal stoker belonged to you personally and was not included with the chattels covered by the Conditional Bill of Sale dated July 19th, 1937.
4. That you had certain personal effects stored in the basement of the Hotel.

I have requested Mr. Green to give favored early attention to your letter dated October 8th in connection with your own personal furniture and to arrange to have such furniture removed from the premises as soon as possible.

I have informed Messrs. P. S. Ross & Sons of your statements in connection with the coal stoker.

6888 &
Enemy File 560.

Page 2.

I have informed Messrs P. S. Ross & Sons that you were not prepared to accept the offer of \$1,200.00 submitted to you and that you stated that you had no option in the matter and perforce had to agree to consent to Messrs. P. S. Ross's selling the chattels without the necessary legal procedure to exercise the rights of the Mortgagee, that is;- P. S. Ross would take over the chattels with the approval of the Mortgagors and advertise them for sale in the usual way, the proceeds received to be credited on the outstanding balance.

Yours truly,

H. P. Alexander.
Manager.

RPA/EM

4006,6888 &
Enemy File 560.

October 24th, 1942.

Mr. Shinichi Sato,
Registration #02852,
Slocan City, B. C.

Dear Sir:

We thank you very much for your letter dated October 19th. The information contained in your letter was very much appreciated.

We observe that the partnership between you and Mr. Ichiji Sasaki was dissolved early in May, 1942, that Miss Mitsuye Sasaki became sole owner and Mr. A. H. Young acted as Attorney in this connection.

Yours truly,

R. P. Alexander.
Manager.

RPA/EM

Files 560
6888
4054
4006.

October 22nd, 1942.

MEMO: Mr. Alexander.

Re: T. Tamura
Mitsuye Sasaki
Ichiji Sasaki
Shinichi Sato

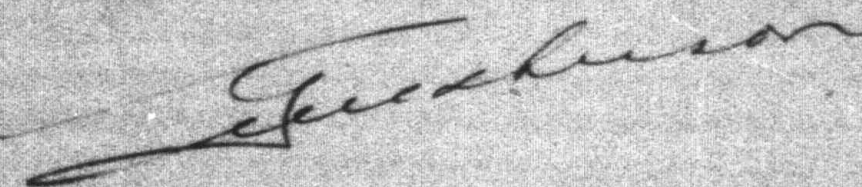
I have discussed the question of the chattels with Mr. Field, Messrs. P.S. Ross & Sons being in control of T. Tamura's business.

It appears from the four files that the chattels are owned by Shinichi Sato and Ichiji Sasaki, with a chattel mortgage to T. Tamura. The chattel mortgage is in arrears and I am asking Mr. Field to write you, requesting that these people either surrender the chattels to him for sale by public tender, the moneys received from the sale to be credited on their debt, or the parties themselves agree to sell at such price as may be obtained privately, if they so desire, in which case Mr. Field, representing Tamura, would have to consent.

I do not think Mr. Field can wipe out the balance of the debt owing to Tamura, but this will just have to stand on the records as an outstanding balance, if the sale price does not equal the debt.

I have not acknowledged Mr. Cook's letter, nor the receipt of the cheque, but think you should press the settlement of this case and discuss it with Mr. Field, he being very anxious to either sell or get the chattels out of the building.

GWMcP:HW.



560, 6888,
4054, 4006.

1409 Royal Bank Building,
Vancouver, B.C.
October 22nd, 1942.

Messrs. P.S. Ross & Sons,
Royal Bank Building,
VANCOUVER, B.C.

Re: T. Tamura, Mitsuyo Sasaki
Ichiji Sasaki & Shinichi Sato

Dear Sirs:

I have discussed the question of the chattel mortgage with Mr. Alexander and have advised him that either his evacuees must agree to the sale of the chattels by his action, the funds received to be credited on their debt owing to Mr. Tamura, in which event you, representing Tamura, would have to approve of the sale price; or, if they are not prepared to do this, then they must agree to consent to your selling the chattels without the necessary legal procedure to exercise the rights of the mortgagee. That is, you would take over the chattels with the approval of the mortgagee and advertise them for sale in the usual way, the proceeds received to be credited on the outstanding balance.

I think a sale by the evacuees would be simpler, in that they could agree on the price and you could approve of it, thus avoiding the complications of the mortgagee selling and attempting to give title without the necessary legal procedure.

I have suggested to Mr. Alexander that he discuss this matter with you and I trust you will be able to settle it within the next few days.

Yours truly,

G.W. McPHERSON.
Authorized Deputy of the Secretary
of State and/or the Custodian.

GWMoP:HW.

C
O
P
Y

Original on File 4006

Slocan City, B. C.
October 19, 1942.

Mr. R. P. Alexander,
Office of the Custodian,
506 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re File No. 4006

This is to acknowledge the receipt of yours of the 13th.

As I have mentioned to you previously regarding this matter, I have now no connection whatsoever with the mortgage in question. It is well to inform you that on the first part of May, 1942 the partnership between Mr. Ichiji Sasaki and myself were dissolved through Mr. Young, Lawyer at Dominion Bldg. and at that time have changed the name to Miss Mitsuye Sasaki as sole owner.

I would be obliged if you will communicate with Mr. Young who was the lawyer concerned at that time and Miss Mitsuye Sasaki for any further information regarding this matter.

Yours truly,

"S.Sato"
Shinichi SATO

6000
Enemy File No. 560

6th October, 1942.

W. A. Eastwood, Esq.,
General Manager,
British Columbia Security Commission,
Marine Building,
Vancouver, B. C.

Dear Sir:

Re: Miss Mitsuyo SASAKI
Registration No. 01792

Thank you very much for your letter dated September 30th. We share your opinion and see no reason why Miss Sasaki should return to Vancouver at this time.

We have, however, referred the matter to Mr. Frederick Field who has been handling the affairs of the New World Hotel, and we will be getting in touch with you in this connection again within the course of the next two or three days.

Yours truly,

R. P. Alexander
Manager

RPA:LF

Greenwood, B.C.,
September 25, 1942.
OFFICE OF THE CUSTODIAN
COLLECTION

Mr. W.A. Eastwood,
B.C. Security Commn.,
Vancouver, B.C.

RECEIVED
OCT 2 1942

Dear Sir:

I hereby make an application for a permit to return to Vancouver for three or four days.

Enclosed please find copies of 2 letters I have received from Mr. H.F. Green who has advised me that my property will be on sale in the very near future. Before coming to Greenwood, I owned the World Hotel, 396 Powell St., Vancouver, B.C. If this sale was only a matter of two or three hundred dollars, I would not be anxious to go back to Vancouver but this transaction would probably run into thousands of dollars since we closed up the 125-room hotel fully furnished. On the other hand, the furniture has been insured with the Bell-Irving Insurance Company for three years. We had just paid the premium last December so I would like to clear up this matter too.

As the matter is very urgent, I cannot afford to contact and negotiate with the Custodian by mail since it would take considerable time.

Trusting you will take this matter into consideration.

I remain,

Yours truly,

Miss Mitsuye Sasaki
Serial # 01792.

5838, 4054, 4006
Enemy File #560

September 23, 1942.

Your File #295-146

Messrs. P. S. Ross & Sons,
Royal Bank Building,
Vancouver, B. C.

Dear Sirs:

Re: Chattel Mortgage on the Furniture in the World Hotel

Thank you very much for your letter dated September 23rd. Although your letter is not entirely clear, it is our understanding that the mortgage on the furniture in the World Hotel was given by Mr. T. Tamura who is in Japan to Mr. Shinichi Sato, Police Registration No. 02852 and who is residing in Slocan, B. C. and to Mr. Ichiji Sasaki, Police Registration No. 07736 and who is residing in Greenwood, B. C. It is further our understanding that there is a balance owing under this chattel mortgage of \$2400.00. We also understand that Mr. Ichiji Sasaki has given a Power of Attorney to Miss Mitsuye Sasaki, Police Registration No. 01792, and that Miss Mitsuye Sasaki is also residing in Greenwood.

Your letter indicates that a Mr. Dorigon has made an offer of \$1000.00 for the furniture in question and that you recommend that it be accepted.

We are today communicating in this connection by mail with the three Japanese individuals whose Police Registrations are mentioned above and as soon as we are in receipt of replies, we shall inform you accordingly.

We are of the opinion that it is insufficient to consult the wishes of Miss Sasaki only, as suggested in your letter.

Yours truly,

R. P. Alexander,
Manager.

RPA:HA

6888

September 23rd, 1942

Miss Mitsuye Sasaki,
Registration No. 01792,
Greenwood, B. C.

*incorrect - "are being
offered for sale"*

Dear Madam:-

You recently applied for two dressers with your personal effects left in the World Hotel. We are sorry about the delay in sending these, but all the furniture and fittings have been sold by Messrs Frederick Field & Company to meet the chattel mortgage held by Messrs. Frederick Field & Company on behalf of Toru Tamura.

We are glad to say that Mr. Field has now kindly released one buffet or bureau and most of your personal effects which you are likely to need and these have been sent to Hastings Park, whence Mr. Saunders will ship them to you at his earliest convenience.

When you receive these things, would you kindly write and tell us whether everything is in order and whether or not you have any other property in the restricted area of British Columbia for which the Custodian should care.

Yours truly,

H. F. Green
Protection Department

HFG:IF

September 8, 1942.

MEMORANDUM

To: Mr. Smith

From: Miss Burns.

Re: SASAKI, Mitsuye, #01792

Mr. Saunders of Wastings Park called in connection with two dressers, one of which is still in Room 110 at the World Hotel. She states that all the dressers in this room belong to her, and the one she wants has a Walnut Finish.

JB.

Miss will have to wait until
all shipments released

OFFICE OF THE CUSTODIAN
INVESTIGATION
RECEIVED
SEP 4 1942

Greenwood, B. C.
September 3, 1942

*Hold until
Shipments permitted
B*

Mr. Smith,
The Custodian's Office,
501 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Enclosed please find a copy of the letter I
have received from Mr. S. H. Saunders of Hastings
Park Manning Pool.

I would like to state that the dressers which
you found in Room 110 are all mine but I wish you
to release the one with the largest mirror in
walnut finish. I think there is another in there
with a narrow strip of mirror across it but since
that one is too heavy I do not want to have it
released.

Also, I have sent 3 copies of Custodian Release
Forms to Mr. Saunders requesting him to release some
beds, so I would appreciate it if you will contact
him as soon as convenient.

Thanking you in anticipation, I remain,

Yours truly,

M. Sasaki
(Miss) Mitsuye Sasaki.

P. S. Please be sure to send the two dressers I requested
for.

Hastings Park,
Baggage Department,

Vancouver, B. C.

Miss Mitsuye Sasaki, #01792
c/o B. C. Security Commission,
Greenwood, B. C.

Dear Madam:

With reference to your request to have your
dressers shipped from "World Hotel", 396 Powell St., I
have contacted the Custodian to release them.

Their agent, Mr. Smith, made a search and found
one dresser in Room 109 which may be yours. In Room
110, there are many dressers of same design, therefore,
we cannot determine which is your property, there
being no marks to classify.

Please help us to clarify them. I will ship them
immediately when proven.

Yours very truly,

S. H. Saunders,
Supervisor,
Freight & Baggage.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
SEP 4 1942

RECEIVED
AUG 24 1942

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Address: Greenwood, B. C.

Date: August 21, 1942

To: The Secretary of State, acting in his
capacity as Custodian, Vancouver, B.C.

I, Mitsuye Sasaki, Police Registration No. 01792

hereby request you to release to me the under-noted property
stored at World Hotel, 396 Powell Street, Vancouver, B. C.

in possession of the Custodian

and I release you from any claim whatsoever with respect to
such property.

Description of Property:

1 Dresser in Room 110

1 Dresser in Room 109

} Difficult to identify
Said to be making further enquiries

Original Address: 396 Powell Street, Vancouver, B. C.

Date Evacuated to Vancouver:

Date Evacuated to Present Address: May 9, 1942

Number in Family - 12 years and over 4

Number in Family - 5 to 11 years old 1

Number in Family - under 5

Total Number in Family - 5

I agree to pay all charges as required by the British Columbia
Security Commission.

APPROVED:
BRITISH COLUMBIA SECURITY COMMISSION

Per: Asst. Supervisor

M. Sasaki
Claimant Signs Here

P. S. Ross & Sons.

Vancouver, B.C.
June 20, 1942.

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

Attention Mr. R. P Alexander.

Dear Sir: re: Mitsuye Sasaki, World Hotel,
 and T. Tamura.

We understand that there is \$2,000.00 insurance on the furniture owned by Mitsuye Sasaki in the World Hotel and subject to a chattel mortgage in favor of T. Tamura.

We are interested in this furniture by reason of the fact of the chattel mortgage given to Mr. Tamura. We have had an appraisal of the furniture made and are advised the value amounts to between \$6,000.00 and \$7,000.00.

In view of this, we have arranged further insurance of \$3,000.00 making \$5,000.00 in all.

Yours faithfully,

P. S. ROSS & SONS.

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

(HIS HONOUR, JUDGE M.M. COLQUHOUN, SUB-COMMISSIONER)

10

Grand Forks, B.C.

June 4, 1948

IN THE MATTER OF THE CLAIM OF
KEISUKE SASAKI

PROCEEDINGS AT HEARING

20 APPEARANCES:

HAROLD W. McINNIS, Esq.,

appearing for the
Dominion Government

A. E. COBUS, Esq.,

appearing for the
Claimant.

L.A. DODD, Esq.,

Secretary to Grand
Forks Sub-Commission

MRS. I.C. SMITH,

Official Interpreter

G. HAMBLETON, Esq.,

Official Reporter.

30

MR. COBUS: The claim, your honour, of Sasaki, Mitsuye, No. 85 on the Secretary's original list. Mr. Secretary, what is the case Number of this one?

THE SECRETARY: Case No. 312.

MR. COBUS: That will be Case No. 312.

I call Mrs. Fujita.

(MRS) MITSUYE FUJITA, the claimant herein, being first duly sworn, testified as follows:

10

MR. COBUS: I would apply, your honour, to amend this claim, which originally was for \$8500.00, I believe. We have broken that down now into two claims of personal property which should be shown under Item 5 (e). The first item would be an Iron Fireman for which claim is being made in the amount of \$750.00, and hotel furnishings --

MR. McINNES: Excuse me, shouldn't you give a credit to the Custodian there?

20

MR. COBUS: I will show that after I have listed the other items. Hotel furnishings, \$2846.00. The credit against the Iron Fireman is \$500.00, and the credit against the furnishings is \$1975.00, making a total credit of \$2475.00. The total amount claimed, that is, the addition of the two items, the Iron Fireman and the hotel furnishings, is \$3596.00. That leaves a net claim of \$1121.00.

30 MR. McINNES: I missed one of them. What is your

total claim on hotel furnishings?

MR. COBUS: \$2846.00.

MR. McINNES: Yes, thank you.

DIRECT EXAMINATION BY MR. COBUS:

Q: Witness, you submitted a claim under the name of Mitsuye Sasaki, is that correct?

A: Yes.

Q: You have since been married?

A: Yes.

10 Q: And your present name is?

A: Fujita.

Q: Fujita.

A: Yes.

MR. COBUS: Would my learned friend produce the conditional sales agreement?

MR. McINNES: If it please your honour, I submit a copy which I think my friend will agree is an exact duplicate of the signed copy. The signatures are typed on this.

MR. COBUS: Well, no question is arising as to the contents. It will be filed on behalf of the
20 Crown, your honour, for whatever it is worth. It is a conditional sales agreement between Toru Tamura and Shinchi Sato and Ichiji Sasaki dated the 19th day of July, 1937. It is a copy only, your honour, and there is attached to it what is headed "Exhibit A" and referred to in the agreement as a schedule marked "A", but I would think that Exhibit "A" refers to it.

MR. McINNES: Yes, that is it.

MR. COBUS: I would ask to file the agreement.

30 MR. McINNES: You haven't filed your claim, yet.

MR. COBUS: No.

(AGREEMENT MARKED EXHIBIT NO. 1)

MR. COBUS: Would my learned friend produce, too, the notice which was given to the claimant demanding payment under the conditional agreement which is now filed as Exhibit 1?

10 MR. McINNES: This again, your honour, is a type-written copy, but I believe it to be a true and exact copy -- no, this is a signed one, I am sorry. I am producing a notice addressed to Shinichi Sato and Ichiji Sasaki and Miss Mitsuyo Sasaki issued by P.S. Ross and Sons as agents under the conditional sales agreement.

20 MR. COBUS: Your honour, the only comment I would like to make on this notice which is being filed now on behalf of the Crown is the fact that the Custodian joined with P.S. Ross and Sons in giving this notice which is dated the 13th day of November, 1942, and in part reads, if I may read this into the record: P.S. Ross and Sons, to whom has been delegated by the Custodian under Order of December, 19th, 1941 all power and duty conferred or imposed upon the Custodian by or under the Consolidated Regulations Respecting Trading with the Enemy (1939) with respect to the property of Toru Tamura, and herein acting pursuant to the said Order, and the said Custodian under and by virtue of the Consolidated Regulations Respecting Trading with the Enemy
30 (1939) having been vested with all the right,

title and interest of Toru Tamura in the goods and chattels hereinafter set forth, and on behalf of the said Toru Tamura hereby gives you notice in writing that under the powers reserved under Conditional Sale Agreement dated the 19th day of July, 1937, between Toru Tamura as Vendor, and Shinichi Sato and Ichiji Sasaki as Purchasers, has retaken possession of the hereinafter mentioned goods on the 25th day of October, 1942, pursuant to the condition in the said Agreement, and that the Custodian shall retain possession of the goods for twenty days within which the Purchaser may redeem the same by paying the balance of the purchase price."

And thereafter follows an inventory of goods to which the notice refers.

(NOTICE MARKED EXHIBIT NO. 2)

Q: Witness, I produce to you a document described as an assignment between Shinichi Sato and Mitsuyo Sasaki, and signed and sealed by S. Sato and I Sasaki. You produced this document to me, did you? A: Yes.

Q: And that is the document in which the assignors named assigned all of their interest in the conditional sales agreement or the chattels covered by that agreement to you? A: Yes.

Q: And it is dated the 29th day of April, 1942.
A: Yes.

MR. COBUS: I think we shall file that, your honour.

I ask leave to file the assignment, your honour,

as the next exhibit.

(ASSIGNMENT MARKED EXHIBIT NO. 3)

Q: Witness, I produce to you a statement concerning the Iron Fireman for which you are making claim. Did you instruct me to prepare this statement for you and is that your signature?

A: Yes.

Q: Are the statements contained therein true to the best of your knowledge and recollection?

10 A: Yes.

MR. COBUS: I would ask to file the statement concerning the coal stoker as the next exhibit, which will be Exhibit No. 4, your honour.

(STATEMENT MARKED EXHIBIT NO. 4)

MR. COBUS: Referring to Exhibit 4, your honour, the statement concerns the automatic coal stoker known as the Iron Fireman which was purchased in 1937 new at a cost price of \$850.00. Its condition when the claimant was evacuated was
20 very good, and she places an estimated value of \$750.00 on it. She says that the stoker was left in the building known as the World Hotel, 396 Powell Street, Vancouver, B.C. The heating unit, she says, was installed with the permission of Mr. Kodama, Mr. Tamura's representative. By letter dated the 27th of October, 1942, the Custodian informed me that P.S. Ross and Sons were willing to allow \$900.00 on the then owing balance pursuant to a certain conditional
30 sale agreement. The Custodian finally credited

7
H. Fujita
In Chief

me with \$500.00 for the stoker." She believes that \$750.00 is a fair estimate of the market value of the heating unit when it was sold.

Would my learned friend produce the letter from the Custodian to the claimant dated the 27th day of October '42?

MR. McINNES: 27th of October?

MR. COBUS: Yes, the 27th of October.

(Handed to Mr. Cobus)

10

I have had produced from the Custodian's file, your honour, a carbon copy of a letter written by R.P. Alexander, manager, who, I presume, is a Custodian official, addressed to Miss Mitsuye Sasaki at Greenwood, B.C. on the 27th day of October, 1942. The letter is a letter advising the claimant as to the result of certain negotiations which were then going on with respect to this conditional sales agreement which is already on file, and the particular sentence that I would make comment on, after referring to what was owing on the original conditional sales agreement, says: "This would leave a balance of \$900.00 still due, but Messrs F.S. Ross and Sons authorize us to make an allowance to you of \$900.00 on the automatic coal stoker which is affixed to the building, and to offer you a release in exchange for your agreeing to sign bill of sale." In other words, in October, 1942, they were willing to value the coal stoker, by their own admission, at

20

30

\$900.00 and yet, when the claimant eventually
got a statement of a sort, they credit her with
\$500.00 thereon.

MR. McINNES: Well, that is hardly a fair statement,
your honour. There was the matter of certain
terms as set out in that letter.

THE COMMISSIONER: It speaks for itself, I suppose.

MR. COBUS: I think so, your honour. It is a ques-
tion of value of the stoker, and furthermore the
fact that they recognized the stoker as her own
property.

(LETTER MARKED EXHIBIT NO. 5)

Q: Witness, I produce to you a statement concern-
ing the hotel furnishings for which you are
making a claim. Did you instruct me to prepare
this statement for you and on the reverse side,
at the end of the statement, is that your sig-
nature?

A: Yes.

Q: Are the statements contained therein true to
the best of your knowledge and recollection?

A: Yes.

MR. COBUS: I would ask leave to file the statement --
I am sorry, I still have the list of chattels.

Q: In your statement, witness, you make reference
to a certain list of chattels, and I produce to
you three typewritten pages listing certain items
giving certain dates and values. Did you
prepare this statement?

A: Yes.

Q: And in the right-hand column you show certain
values under the heading "Estimated Value."

Are those the values you place on them as a fair market value at the time of your evacuation? A: Yes.

MR. COBUS: I would ask leave, your honour, to file the statement and the list as one exhibit.

(STATEMENT AND LIST MARKED EXHIBIT NO. 6)

10 Q: Witness, will you tell me how you were able to prepare your list in such detail? For instance, how do you know whether, when you say "40 pillow slips purchased in 1937", let's say, there were at least 40 pillow slips purchased in '37; and how do you know that when you left you had at least 205 pillow slips?

A: Well, I made out the inventory myself before I left Vancouver.

Q: You had the list with you?

A: Yes.

Q: Did you itemize the articles in bulk or did you do it room by room? A: I did it room by room.

20

Q: Room by room. A: Yes.

Q: Did you provide anyone else with this list of goods? A: Yes, I gave it to the Custodian before I left Vancouver.

Q: I see. And did you make out a J.P. form before you were evacuated; do you recall that?

A: Yes.

MR. COBUS: I wonder if my learned friend would produce the J.P. form.

30 MR. McINNIS: Yes.

H. Fujita
In Chief

MR. COBUS: Q: I produce to you a form, witness,
known as a J.P. form which purports to be signed
by H. Sasaki on the 29th day of April, 1942.
Is that your signature? A: Yes.

Q: And under "Statement of Personal Property Owned"
you describe your property as the "goodwill of
the Hotel World at 396 Powell Street, Vancouver,
furniture and fittings and all operational equip-
ment of the above hotel contained in about
125 rooms. The declarant is at present negotia-
ting the sale of this hotel as a going concern."
That is your statement, is it, that was given at
the time the J.P. form was made out?

A: Yes.

Q: Was it at this time that you delivered this
minutely detailed inventory to the Custodian?

A: Yes.

Q: And was it --

MR. McINNES: I don't think there is very much that
turns on that, your honour. I think it is pretty
well generally conceded the list corresponds.

MR. COBUS: Well, if my friend will allow me to proceed
I have a certain point to make.

MR. McINNES: I am trying to assist you, that is all.

MR. COBUS: I will file the J.P. form on behalf of the
Crown.

(J.P. FORM MARKED EXHIBIT NO. 7)

MR. COBUS: Referring to the statement, your honour,
which is Exhibit 6, it is a fairly lengthy state-
ment and I would ask leave to read the state-

ment itself into the record.

THE COMMISSIONER: Well, the statement is filed. Why do you need to read that into the record?

MR. COBUS: Well --

THE COMMISSIONER: It is very, very clear and I don't think anyone will have any difficulty in understanding it.

MR. COBUS: All right, your honour.

10 THE COMMISSIONER: I don't think it is necessary to read it into the record.

MR. COBUS: Very well, your honour. My learned friend has had occasion to read the statement, so he is familiar with the contents of it.

MR. McINNES: You have filed that, haven't you?

MR. COBUS: Yes, that is Exhibit 6.

THE COMMISSIONER: Exhibit 6.

MR. COBUS: Yes.

20 Would my learned friend produce any tenders which were received for the chattels? I believe there is a letter on the Custodian's file. Perhaps the actual tenders themselves are not there, but there is a letter purporting to contain a list of the tenders which were received.

MR. McINNES: I am producing what purports to be, your honour, a copy of a letter from P.S. Ross and Sons to the Custodian dated November 27, 1942 showing five bids received with the amounts.

MR. COBUS: I ask leave, your honour, to file this.

THE COMMISSIONER: Those are bids for what?

30 MR. COBUS: These are bids received pursuant to a

H. Fujita
In Chief

notice of sale by public tender.

THE COMMISSIONER: For the furniture?

MR. COBUS: Yes, the furniture, your honour.

THE COMMISSIONER: Yes.

MR. COBUS: And I call attention to the fact that five bids were received, one from the Alberta Furniture Company, one from Russell and Company, one from LaSalle Recreations Limited, one from G. Dorigon, and one from Hudson Furniture Company. The last one, the Hudson Furniture Company, I believe was the actual bid received, or accepted.

MR. McINNES: That is the highest.

MR. COBUS: That is the highest one there, and I believe they were the purchasers.

MR. McINNES: I think that is correct.

(LETTER MARKED EXHIBIT NO. 8)

MR. COBUS: Q: Witness, do you know G. Dorigon?

A: No, I don't.

Q: You don't know Dorigon? A: No.

MR. COBUS: Your witness.

MR. McINNES: It will be submitted, your honour, that the chattels as set out in Exhibit 6 were sold for their fair market value. It will be submitted that the Iron Fireman was a fixture in the building and, in the alternative, that there was an allowance made to the claimant for the fair market value of that Iron Fireman.

Might I have Exhibit No. 1, please, and Exhi-

bit 5?

H. Fujita
Cross exam

CROSS EXAMINATION BY MR. McINNES:

Q: This chap Sasaki named in Exhibit 1 is your brother? A: He is my father.

Q: Your father, I beg your pardon. And when this agreement was assigned to you, as it purports to have been under Exhibit 3, I take it you did not pay any money for that; it was turned over to you? A: Yes, it was turned over to me.

10 Q: And you agree that the agreement was originally for \$3000.00, of which \$500.00 was paid at the time the agreement was entered into on the 19th of July, 1937? A: Yes, that is right.

Q: And from then on until the place was seized only \$100.00 had been paid?

A: That is right.

Q: That is, in the period of five years only \$100.00 had been paid on account? A: Yes.

20 Q: Although the agreement provides that \$150.00 a month shall be paid, that is the term of the agreement. A: That is right.

Q: This Iron Fireman, was it installed by you or by your father? A: By my father.

Q: You were familiar with it, yourself?

A: Oh, yes.

Q: And it was attached to your furnace?

A: Yes.

Q: To the furnace in the building, I should say.

A: That is right.

30 MR. McINNES: That is all, thank you.

M. Fujita
Re-Direct exam

MR. COBUS: Your honour, I haven't read the statement with respect to chattels, but I think contained therein is an explanation of the reason why \$100.00 was paid.

THE COMMISSIONER: I was going to ask that. Perhaps the witness could explain why it was.

MR. COBUS: Perhaps the witness could explain it.

RE-DIRECT EXAMINATION BY MR. COBUS:

10 Q: Witness, would you tell his honour why \$100.00 was paid pursuant to the conditional sales agreement over that period of time?

A: Well, at the time of that agreement, my father and Mr. Sato had an agreement with Mr. Kodama, who was the representative of T. Tamura, and, as the furniture was all mostly old and they were all mostly 25 years old what we bought from them, and we bought the goodwill mostly at that price at that time, so Mr. Kodama made a
20 suggestion that we replenish the furniture and then he wouldn't make any demand on the payment until we replenished the furniture. That was why we didn't have to pay the \$150.00 monthly, but we always paid him \$250.00 a month rent; we were never behind so he knew that we were putting in the furnishings and everything and we had the money in the bank and he knew how we were putting in the money for the furniture and
30 everything so he never made any demands, neither Mr. Noritake nor Mr. Kodama made any demands

M. Fujita
Re-Direct exam
Re-Cross exam

until the war started and they were sent back to Japan.

THE COMMISSIONER: I see.

MR. McINNIS: I meant to clear that up

RE-CROSS EXAMINATION BY MR. McINNIS:

Q: Your father and this other chap went back to Japan?

A: Not my father, but Mr. Kodama, he is a representative for Mr. Tamura and Mr. Horitake, he went back.

10

Q: I see. When did your father and this other chap go?

A: My father is in Midway and Mr. Sato is in Ontario.

Q: What were the circumstances under which it was transferred to you, why was it transferred to you?

A: Well, Dad had to go to camp and I was of age. Before that, he thought he would let it go until I came of age, before he assigned it to me. But I was mostly acting as assistant manager and book-keeper for the hotel so I did most of the business myself.

20

MR. McINNIS: I see.

MR. COBUS: One question, your honour.

Q: If you had had the opportunity to go to the coast at the time these goods were seized, would you have been able to have done anything in the way of completing a better deal than the Custodian, or the Custodian's agent, P.S. Ross and Sons?

30 A: Yes.

M. Fujita
Re-Direct exam

Q: You are quite certain you could have?

A: I am certain, yes.

Q: Did you ask for leave to go down to the coast?

A: Yes, I asked Mr. Eastwood to let me go down.

Q: Who is Mr. Eastwood?

A: I think he was the head of the B.C. Security Commission at that time.

10 MR. COBUS: Yes. I produce, your honour, a letter which I intended to produce earlier from the B.C. Security Commission, clearly in answer to a request from the claimant to be allowed to go to the coast to clear this matter up.

I should prove it, I suppose.

Q: Witness, I produce to you a letter from the British Columbia Security Commission, dated October 8th, 1942, addressed to Miss Mitsuyo Sasaki, Greenwood, B.C., and signed by W.A. Eastwood. Was this letter received by you?

A: Yes.

20 MR. COBUS: In the second paragraph, your honour, it reads: "Please be advised that the Custodian is of the opinion that for the time being at least, there is no need for you to return to Vancouver. As a matter of fact the Custodian's office is quite confident that they will be able to handle this transaction quite satisfactorily."

I file that.

THE COMMISSIONER: That letter is from Mr. Eastwood?

MR. COBUS: From Mr. Eastwood, B.C. Security Commission.

M. Fujita

MR. COBUS: I have nothing more, your honour.

MR. McINNES: That is all.

THE COMMISSIONER: Thank you, that is all.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hambleton

G. Hambleton
Official Reporter

18

I hereby certify that the foregoing transcript purports to be an accurate record of the evidence adduced before me.

M.M. Colquhoun
Sub-Commissioner.

20

20

DEFENCE BRIEF

Mitsuye SASAKI

File No. 6888

Case No. 312

Chattels Only
Grand Forks, B.C.
4/6/48

- Ex. 1 - Conditional Sales Contract & Schedule.
Ex. 2 - Notice of Seizure.
Ex. 3 - Assignment AP 29/42 to claimant of lien note - i.e. purchaser's interest.
Ex. 4 - Claim for iron fireman.
Ex. 5 - Oct. 27/42. Custodian to claimant offering \$900. credit for iron fireman.
Ex. 6 - Claim & list attached of chattels.
Ex. 7 - J.P. Form of claimant.
Ex. 8 - Nov. 27/42 Ross & Sons to Custodian setting out bids received.
Ex. 9 - Oct. 8/42 B.C. Security to claimant refusing permission to return to Vancouver.

PERSONAL PROPERTY CLAIM

Original claim for \$8500. amended to \$3596.

	<u>Claim</u>	<u>Sold</u>
Iron Fireman Stoker	\$ 750.	\$ 500.
Hotel Furnishings	\$2846.	\$1975.
Claims	\$3596 for goods	\$2475.
	<u>— sold for —</u>	<u>— sold for —</u>

Submission: (1) Chattels as set out in Ex. 6 were sold for their fair market value.

(2) Iron Fireman was a fixture;

OR

Allowance was made to the claimant for the fair market value of the stoker.

Witnesses:

P.S. Ross & Sons: Recommended acceptance of Hudson Furniture Co.'s tender for hotel chattels.

Mr. Shears:

Prove advertisement of hotel furnishings for sale by tender, etc.

With respect to Submission 2, See Transcript P, /5 line 28 where claimant admits this stoker was attached to the furnace.

HAI/mw

Name of Claimant **SASAKI, Witouye**
 Custodian File **4888**

Case **312**

<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 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					
										2475		
										277.00	277.00	
TOTAL RECOMMENDATION											277.00	

6883

December 8th, 1950.

Mrs. Mitsuye FUJITA,
R. R. #1,
Box 64,
Penttiston, B. C.

Dear ~~Mr.~~ Madam:

Re: Japanese Property Claims Commission

Case No. 312

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 ... \$297.00.

Cheque in your favour is enclosed for \$233.00
and we have paid the Co-Operative Committee .. \$ 9.00
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FOS/js
1 encl.