

10105

Previously done 2/12/42.

INFORMATION FROM R.C.M.P.

Date May 4/43

0105

SAKAKI, Tetsuna

(Surname in Block Letters)

ation No. 03525

Male - Female
(check)

Age Jan. 6/1902

rior Address 6 Nanaimo Street, Vancouver, B. C.

ate Evacuated June 1/42 Naturalized - Canadian-Born - National
(check)

ent Address Defence #107, East Point, B.C.
Kamloops, B. C. (C/o Central Service Station, 340-3rd Avenue)

ried - Single
(check)

Name of Wife Hisayo - #03528

Name of Husband

Name of Father Sarugoro (In Japan)

of Mother

s of Children under 16 Shigera (In Japan) - April 28/30

Tetsuya - May 16/32; Aiko - Aug. 1/33

ested by E.C.T.

Registered with Custodian Yes
(Yes or No)

ational Information Mechanic

use and property at above address and at Port Hammond.

Farm Appraisal Report

File No. JL 103Land Description Lot 3 of Lot "A", D.L. 278, Gp. 1, Map 1179, N.W.D.Containing 1.106 ac. more or less AcresOwner's Name SARAH, TetsunaPost Office Address Hammond, N.C.Nearest Rail Point Hammond on C.P.R.Distance 1 mileMarket Town Hammond 1 mile, New Westminster, 16 miles

Distance

Church (give denomination) All denominationsDistance 1 mileNearest School Hammond 1 mile, Hanes 3 miles

Distance

State how property was identified: Regat. Plan, Road & survey stakes.

Roads: State whether property has access to main road, the kind of road and its condition.

Good access and has approx. 280' frontage on Loughheed Highway at North.Is this district a good one? Yes, closely settled small holdings.Employment opportunity Fairly good.Predominating Nationality and religion: British and Protestant with some Japanese.Describe Fencing and its condition: Old wire at North and South only-- Value \$ negligibleWater supply: Adequate supply obtainable at 12' to 14' Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	X	No buildings.						
	X							
	X							
BARN	X							
	X							
BARN	X							
	X							
GRANARY	X							
	X							
	X							
	X							

EXHIBIT No. 12-2-2DATE May 13 1942FILED BY Mr. Lohr

Electric light available to property from highway along north boundary.

Total present day value \$

Total Value Buildings add to farm

Is dwelling habitable without repairs?

If not what is your approximate estimate of cost to make it

habitable? \$

Describe the basement and chimneys:

No. rooms downstairs?

Upstairs?

How finished

Are buildings painted?

Condition of paint

Distance from nearest bush

Note: Particular care must be taken when examining and reporting on foundations, sills and roofs.

Cultivated Land				VALUE PER ACRE	TOTAL	
ACRES	LEVEL, UNDULATING, SLOPING OR BRAY	SOIL (See Dept)	SUB-SOIL	KIND AND QUALITY OF CROP		
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, SLOPING OR BRAY	SOIL (See Dept)	SUB-SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stumps, drainage, etc.						
	LEVEL, UNDULATING, SLOPING OR BRAY	SOIL (See Dept)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
1.106	level or hilly	light or black sd. loam 6"-8"	hard-pan	clear, scrub bush and some hidden stumps	40.00	100.00
Area Unavailable for Cultivation.						
CHARACTER OF LAND E. G. BRAY, SWAMPY, ROCKY.			NATURE OF TREES IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE	

Total value of Land \$ 100.00

Total added by buildings to value of farm \$

Total fruit trees add to value of farm (for use in orchard districts only) \$

Total value of farm \$ 100.00

Describe condition of land commenting on tillage, length of time unoccupied or partly occupied: Unoccupied land. Fairly open scrub, hardwood and small willow with odd hidden stumps.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any. Home site and subsistence in vegetables, etc. for a pensioner or locally employed veteran. Light scrub and clean at present.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:

1942 Taxes:- \$6.32
Munic. of Maple Ridge.

Date: May 16th, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 11th day of May 19 42

Inspector's Signature

"J.D. PATTERSON"

Note: (Use Form 43 (Sheet 2) in connection with this form.)

Remarks: A small homesite which in my opinion is worth \$100.00 since it is fairly well located, although the soil is a somewhat thin loam on hardpan.

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation.

Level or hilly land lying south of Loughheed Highway and adjoining Maple Ridge Hotel and Bear Parlour. Light wet loam soil about 6" to 8" deep on hardpan and below average fertility.

III.

(Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

11.

Total \$

Amount fruit trees add to value of farm \$.

Power Line Road.

Diagram of Property

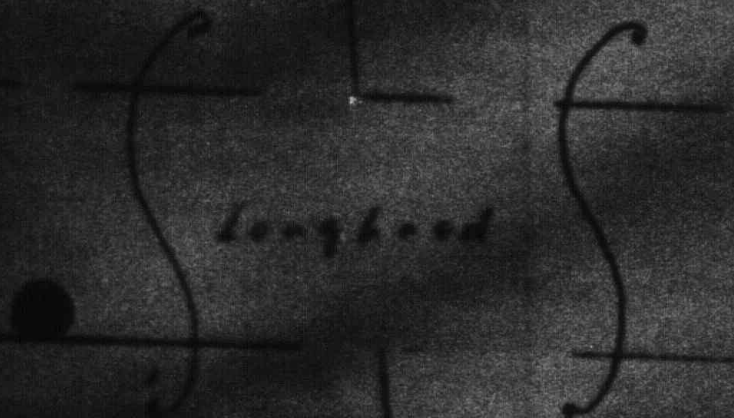
H. Terehana property
W 1/2 of B D.L. 278 Map 1179

K. Kuzman property
E 1/2 of B D.L. 278 Map 1179



Scale 100' = 1 inch

Outlined in Red: T. Suhali property.
Lot 3 of Lot A D.L. 278, G.I. Map 1179. M.W.D.
Cont. 9 1106 Acs. more or less.



Highway

<p>1106 Acs Swampy land, small wetflow and some hidden stumps.</p>	<p>0.5 Ac. Sketch 8142. excepted.</p>
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2nd Ave

Following careful review of this appraisal report, it is my opinion that the present

value is \$ 200.00

Date 20th May 1952

T.T. BARNETT
District Superintendent

REAL PROPERTY SUMMARY

JAPANESE NAMES: Tetsuma SAKAKI
Hisayo SAKAKI

Reg. No. 03525
" " 03528

File No. 10105.
" " 10106.

CATALOGUE NO: 151.

PROPERTY ADDRESS: 6 Nanaimo Street, Vancouver, B. C.

LEGAL DESCRIPTION: Subdivision 8 of Lot 18, Town of Hastings, Suburban Lands, Plan 510.

TITLE: Registered in the names of Tetsuma SAKAKI and Hisayo SAKAKI (His Wife)
(Joint Tenants).

ENCUMBRANCES: None registered. No indication of any unregistered charges.
Vesting Order filed No. 35170, dated November 7th, 1942.

ASSESSED VALUES: Land - \$ 525.00
Improvements - ~~\$2350.00~~ - \$2875.00. Taxes - \$108.80.

CLASSIFICATION: This consists of a 33' x 120' Lot at the North East Corner of Dundas and Nanaimo Sts., in a good locality.
1 - 1½ storey 6 room frame house 25' x 24' with a sun room and sleeping porch, concrete foundation, basement concrete floor, tubs and hot air furnace, 1 garage 12' x 17' concrete floor.
Valuator claims market value to be \$2,800.00.

HISTORY OF ADMINISTRATION: This property was leased by Tetsuma SAKAKI and Hisayo SAKAKI to Jack Healy, through J.A. Russell, K.C., for a term of 2 years from March 1st 1942. Consideration - \$10.00 per month. Rentals were paid by the tenant to Mr. Russell until March 31st, 1943, when payments commencing April 1943, were to be made to the Office of the Custodian direct by J. Healy. Rentals were paid regularly until September 1943, when the property was sold to Frank Holubcik.

Rents collected \$160.00 against which were the following charges:

Water Rates	\$14.00
Canvas purchased by Mr. Healy for SAKAKI	3.00
Cash sent to Mr. SAKAKI by Mr. Healy	9.00
Light, gas, telephone and newspapers paid by Mr. Healy for SAKAKI	6.68
Express charges	1.00
Commission to Russell - 5% on \$53.00	2.65
Commission to Russell - 20% on \$13.32	2.66
	<u>\$38.99</u>

SOLD: To Frank Holubcik for \$2,800.00 as at 27th September, 1943.
Approved by Advisory Committee - September 15th, 1943.

1943.

Page 2.

File Nos. 10105 and 10106.

Funds released to the credit of Tetsuna SAKAKI and Hisayo SAKAKI'S Joint Account as at April 11th, 1944, against which were charges for Registration Fees - \$3.50, Valuation \$5.00, Advertising - \$4.00, Real Estate Commission - \$140.00, leaving a net credit of \$2647.50 from said transaction.

Adjustments as at September 27th, 1943, to the amount of \$4.74, covering unexpired Fire Insurance Premiums, Purchaser's share of Taxes - \$27.04, Purchaser's share of Water Rates - \$3.63, were placed to the credit of Tetsuna SAKAKI and Hisayo SAKAKI'S Joint Account.

The following Fire Insurance Policy:-

New England Fire Insurance Co., Policy No. 6251678 - \$2,000.00, covering the Dwelling, was transferred to Frank Holubeik, 19th November 1943, and the \$1,000.00, covering the household effects, was cancelled April 13th, 1944.

OLD CERTIFICATE OF TITLE

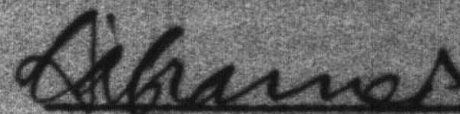
No. 50910-L

Both Tetsuna SAKAKI and Hisayo SAKAKI declared on their JP Forms that the Title Documents were in the Land Registry Office, Vancouver, B.C.

Certificate of Title No. 93943-L in the name of Frank Holubeik.

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

June 19th, 1946.


D. A. CRAMER.

DAC:JS

REAL PROPERTY SUMMARY

JAPANESE NAME: Tetsuma SAKAKI Reg. No. 03525 File No. 10105.

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act.
BC/199-P. First Offer.

PROPERTY ADDRESS: Hammond, B. C.

LEGAL DESCRIPTION: Lot 3 of Lot "A" of Lot 278, Group 1, Map 4948, Save and Except 0.5 of
an acre shown on Sketch S142, Municipality of Maple Ridge, D. N. W.

TITLE: Registered in the name of Tetsuma SAKAKI.

ENCUMBRANCES: None registered. No evidence of any unregistered charges.
Vesting Order Filed No. 25307, dated January 15th, 1943.

ASSESSED VALUES: Land - \$150.00
Improvements - 75.00 - \$225.00 Taxes - \$6.32.

CLASSIFICATION: This is a small piece of uncultivated vacant property having an area of
1.056 acres.

HISTORY OF ADMINISTRATION: As this was vacant property and not rented from time of evacuation until
sold to The Director, The Veterans' Land Act, there was nothing to admin-
ister.

SOLD: To The Director, The Veterans' Land Act for \$98.00 as at January 1st, 1944.
Approval of Advisory Committee - 1st June, 1943.

Funds released to the credit of Tetsuma SAKAKI as at April 11th, 1944,
against which were charges for Registration Fees - \$3.00, Legal Fees -
\$15.00, leaving a net credit of \$80.00 from said transaction.

OLD CERTIFICATE OF TITLE
No. 127322-E Tetsuma SAKAKI declared on his JP Form, signed 27th May, 1942, that his
Title Documents were on deposit in the Land Registry Office, New
Westminster.

Certificate of Title No. 169057-E in the name of The Director, The
Veterans' Land Act.

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

June 18th, 1946.

DAC:JS


D. A. CRAMER.

SAKAKI, Hesaye
SAKAKI, Tetsuno
6 Nanaimo St., Vancouver, B. C.
Evac. File 10106
Evac. File 10105



Pictuer Taken May 3, 1943.

File No. 10105 &
10106
Catalogue No. 151

December 1st, 1943.

MEMORANDUM

TO: Mr. P. B. Russell

FROM: Mr. P. A. Granger

Takuma SAKAKI
and
Rinzo SAKAKI
Subdivision 3 of Lot 18,
T.S. Sub. Plan 510.

With reference to the above property which was recorded
in the Vancouver Land Registry Office, November 23rd, 1943, we
enclose herewith the following documents in connection therewith.

1. Copy of application number 9942-1 dated November
23rd, 1943, registering the property in the name of
the Custodian (Transmission).
2. Copy of application number 9943-1 dated November
23rd, 1943, registering the property in the name of
Frank Sakaki (Deed).
3. Duplicate of Transmission dated October 15th, 1943.
4. Duplicate of Deed dated October 15th, 1943 - Secre-
tary of State to Frank Sakaki.
5. Certificate of Indefeasible Title Number 9943-1
dated November 27th, 1943, covering the above property
in the name of Frank Sakaki.

P. A. Granger

PA:JB
Encs.

File No. 10105 & 10106
Catalogue No. 151
6 Nanaimo Street,
S/18/T.H.S.L.

Receipt of Certificate of Title No. 93943-L is by me hereby acknowledged
and I agree that all adjustments and incidents in connection with the sale
to me of property covered by the said certificate have been settled.

Dated at Vancouver, B. C., this 13th day of December 1943.

Frank Holubeik

REAL ESTATE

INSURANCE

BUILDING LOANS

HOME INVESTMENTS

547 Howe Street

Phone Marine 2174

VANCOUVER, B.C.

October 4th, 1943.

Rec'd	OCT 5 1943
File No.	10106/10105
Ans.	Ph 7/10/43
Received	Stamp

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

Gentlemen:

Tender for 6 Nanaimo Street
Custodian File No. 10106/10105
Catalogue No. 151

Enclosed is our cheque for \$105.00, being ten per-cent of the full price of \$1050.00, offered for the dwelling at 6 Nanaimo Street, Vancouver, B. C. Our buyers Mr. M. Fox and Mr. P. Hollenberg, are quite willing to pay the balance of \$945.00 in cash if this offer is accepted.

We have notified Richards, Akroyd & Gall Ltd., the buyers names, in order to receive one half of the commission.

Thanking you, we remain,

Yours very truly,

HOME INVESTMENTS

JR/R
Enc.

Per

RICHARDS AKROYD & GALL LTD.

614 West Pender St.

Vancouver, B.C.

12/9/43
T. U. SHEARS)
Authorized Deputy of the Secretary
of State and/or Canadian

SEP 16 ANSD

Sept 11. 1943.

Department of the Secretary of State.

Office of the Custodian.

Japanese Evacuation Section.

306 Royal Bank Bldg.

Vancouver, B.C.

Re Catalogue No. 151

Dear Sir;

On behalf of Frank Holubeik.....

of 2130 Napier St., Vancouver, B.C.

we hereby tender the sum of ..\$2800.00.....

Twenty eight Hundred Dollars, as in full

purchase price of Lot 8, Block 18, T.H.S.I.

otherwise known as 6 Nanaimo St., Vancouver.....

and enclose the company's certified cheque, payable

to your order, for ten per cent of the purchase

price.

Richards Akroyd & Gall Ltd.

Per. R. R. Hampson Witness.

Confirmed: Frank Holubeik
Purchaser.

We would appreciate an early reply regarding this
tender.

RICHARDS AKROYD & GALL LTD.

614 West Pender St.

Vancouver, B.C.

Department of the Secretary of State,

Office of the Custodian,

Japanese Evacuation Section,

506 Royal Bank Bldg.

Vancouver, B.C.

Re Catalogue No. 151.

Dear Sir;

On behalf of... *CHARLES ARTHUR OWEN*...

of ... *HANCOCK* ... *B.C.* ...

we hereby tender the sum of... *TWELVE HUNDRED* ...

... *1200⁰⁰* ... Dollars as in full

purchase price of *LOT 8 BLOCK 18 TNS.L.*

Known as 6 HANCOCK ST. VANCOUVER. B.C.

and enclose herewith the Company's certified
cheque payable to your order for ten per cent
of the purchase price;

Richards Akroyd & Gall Ltd.

per *R. H. Thompson* ... itness.

Confirmed

Charles A. Owen

Purchaser.

REAL ESTATE
INSURANCE



MORTGAGES
LEASEHOLDS

MARINE 6421

H.A. Roberts Ltd.

466 HOWE STREET
~~790 DUNSMUIR STREET~~
VANCOUVER, B.C.

1943

July 9

The Custodian,
506 Royal Bank Bldg.,
675 W. Hastings St.,
Vancouver, B. C.

Dear Sir:

Re: 10106/10105

On behalf of a client
we herewith tender the sum of \$540.00 for
Catalogue #151 - 6 Nanaimo St. - Lot 8 -
Block 18 - District Lot T.H.S.L.

We enclose herewith
certified cheque for \$54.00, being 10% of the
above tender.

Yours truly,

H. A. ROBERTS LIMITED.

W. B. Rowllings
Sales Manager.

W. B. Rowllings /W

Encl.

STATEMENT RE SALE OF:

Catalogue No: 151

Street Address: 6 Nanaimo Street,
Vancouver, B.C.

Legal Description: 8/18/T.H.S.L.

Name: SAKAKI, Tetsuna
SAKAKI, Hisayo

File No: 10105 - 10106

Reg.No: 03525 - 03528.

Date of Sale and Adjustments September 27th, 1943.

	Debit	Credit
Sale Price		\$ 2800.00
Real Estate Agents Commission	\$ 140.00	
Charge for Valuation	5.00	
Charge for Advertising	4.00	
Land Registry Office Transmission Fee	3.50	
Encumbrances:		
Mortgage		
Mortgage		
Amount of Taxes		
Other Charges		
Adjustments:		
Fire Insurance		4.74
Taxes		27.04
Water		3.63
	152.50	\$ 2835.41
Net Proceeds credited to your account		2682.91

Date:..... February 8, 1946

Compiled by:.. George Peters

ADJUSTMENTS - FILES NO. 10105 & 10106

As of September 27, 1943.
95 days to go

Debit purchaser		
95/365 x \$104.01	taxes for 1943.	\$ 27.04
95/364 x \$ 7.00	water July to Dec.	3.63
17/36 x \$ 10.00	insurance premium	4.74
	Re. 4/3/45	
Registration fees on deed. \$2500.00		10.10
		<hr/>
Total Debits		\$ 45.51

Credit purchaser		
Due Oct. 1st. Proportion rents for month of Sept. 3/30		\$.99
Rents collected for month of Oct.		10.00
		<hr/>

Total Credits	\$ 10.99
Total Debits	45.51
	<hr/>

Debit due from purchaser	\$ 34.52
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Allowance given to purchaser re disputed rent	10.00
	<hr/>

Debit due	\$ 24.52
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<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
<u>1942</u>				
July 13	P.S. Ross & Son - Cartwright Lumber Co.		172.21	
Sept. 3	Taxes - 3 of "A" of Lot 278 - Hum. of Maple Ridge	6.32		
<u>1943</u>				
Jan. 1	Credit re Sale of Property		95.00	
	Land Registry Office C/E	1.00		
Mar. 23	Sale of Furniture		75.00	
May 4	City of Vancouver 1942 Taxes	108.80		
25	Sun Life Assurance Co.	17.00		
July 30	1943 taxes	104.01		
<u>1944</u>				
Jan. 17	Proceeds Auction Sale		97.52	
Feb. 1	Opening Morris Safe	8.05		
24	Proceeds Auction Sale		12.75	
Mar. 9	Proceeds Auction Sale		321.13	
Mar. 30	Proceeds Auction Sale		7.55	
Apr. 15	B.C. Security Commission, freight to Kamloops	12.80		
Apr. 22	Refund Insurance Premium		1.02	
June 9	Sun Life premium on Policy #2206506	17.00		
<u>1945</u>				
Apr. 9	Kumamoto - settlement of claim		65.00	
Apr. 23	Legal Fees	15.00		
Aug. 6	B.C. Electric Railway - refund of security deposit		3.00	
	"		5.00	
	"		15.00	
<u>1946</u>				
Mar. 27	Proceeds Auction		.63	
June 3	Full settlement of claim by Gense NODA		232.96	
Nov. 29	Cheque to Mr. and Mrs. Sakaki	813.79		
		<hr/>	<hr/>	
		\$1,103.77	\$1,103.77	
		<hr/>	<hr/>	

PERSONAL PROPERTY SUMMARY

File No. 10105

Re: Tetsuma SAKAKI (Mr.)
Reg. No. 03525

August 8, 1946

CHATELS:

See Supplementary Summary and Schedule attached.

BONDS:

also declared by wife in JP form 5/27/42
This Evacuee declared in his JP form dated May 27, 1942, a \$50.00 Victory Bond and War Stamps in the amount of \$1150.00. He stated the War Stamps were in his possession and were jointly owned by himself and wife, Hisayo. Under date of March 29, 1943, Mr. Alexander of the Custodian's Office, sent to this Evacuee a War Savings Redemption Cheque, No. B162658, in the amount of \$205.50, but it is not indicated on file if this cheque refers to the amount of War Stamps declared by Sakaki in his JP form.

A \$100.00 Victory Bond, purchased for the account of T. Sakaki by Mr. J. A. Russell, who at that time held Power of Attorney for Sakaki, was sent to this office in November 1942. On March 15, 1943, the Custodian forwarded this Bond to Sakaki.

LIFE INSURANCE:

In his JP form dated May 27, 1942, Mr. Sakaki declared a Sun Life Assurance Policy for \$1000.00, policy No. X271. No further reference to a Sun Life Policy carrying this number appears on file and no action regarding it has been taken by the Custodian.

From information supplied by the insurance company, it is revealed that Tetsuma Sakaki has Sun Life Assurance Policy No. 2206506 and premiums on this policy have been paid from time to time from funds standing to Sakaki's credit with the Custodian. On October 31, 1945 a cheque in the amount of \$54.72 was remitted by the Sun Life, through the Custodian, to Tetsuma Sakaki, this amount representing accumulated dividends under the above policy as at October 25, 1945. Since that date nothing further in regard to this policy appears on file and as Sakaki's account with the Custodian is being closed out no further premiums will be paid from this office.

ACCOUNTS RECEIVABLE:

(In his JP form Sakaki stated 'Book accounts in the hands of Mr. Russell for collection - \$3850.00'.)

The Accounts Receivable in connection with the Asahi Garage at 231 Gore Avenue, Vancouver, were placed in the hands of J. A. Russell, Barrister & Solicitor, by Tetsuma SAKAKI. Mr. Russell held Power of Attorney for Mr. Sakaki and he informed us that between \$3000.00 and \$4000.00 was owing to Mr. Sakaki in connection with the above garage business. Only a small portion of the amount owing was collected by Mr. Russell and he received his 20% fee on such collections. Much correspondence passed between Sakaki and Mr. Russell, and Mr. Russell and this Office, also between Sakaki and the Custodian, regarding the excessive charges made by Mr. Russell and it was finally left for Sakaki to settle his differences with Mr. Russell and also endeavour to collect the large number of accounts still outstanding.

PERSONAL PROPERTY SUMMARY (continued)

File 10105

Accounts Receivable (cont'd)Asahi Garage (continued)

Two accounts relating to the above garage business were paid into Sakaki's account with the Custodian, namely:

R. G. Noda (File 4512), transferred an amount of \$232.96 from his account to that of Sakaki under date of May 29, 1946, in full settlement of his account in connection with the Asahi Garage.

Kasaku KUMAMOTO (File 7361), transferred an amount of \$65.00 from his account to that of T. Sakaki under date of April 4, 1945, being full settlement of his account with Asahi Garage.

In July 1945 an amount of \$23.00 was credited to Sakaki's account, representing refund of security deposit for light from the B. C. Electric Company.

On June 29, 1943, \$2.00 was credited to the joint account of Mr. and Mrs. T. Sakaki, representing purchase of their mail box on the corner of Dewdney Trunk Rd. and 12th Avenue, Haney, B. C., by Mr. and Mrs. Wm. Edington, Haney, B.C.

In his JP form dated May 27, 1942, Sakaki stated that I. T. Yamamoto owed him \$350.00. According to a letter dated September 27th, 1944 from Tetsuma Sakaki the full amount of \$350.00 had been paid by Mr. Yamamoto.

SPECIFIED ARTICLES:

No Specified Articles were declared by the above Japanese person but it was later revealed that Sakaki owned two cars. What happened in connection with these cars has been summed up in a memo dated August 13, 1945, by Mr. Douet, as follows:

Quote "Mr. Sakaki had two cars which he did not declare to us. These cars were transferred on March 3rd, 1942, from Tetsuma Sakaki to Maurice John Evans. One car was a Plymouth Touring Sedan and the other a Pontiac Touring Coach. It is here pointed out for ready reference that the Minister of Justice published a notice on Feb. 27, 1942, respecting the surrendering of cars by Japanese and the Police issued a notice on March 6th that cars were to be surrendered on March 9, 1942. It certainly appears, therefore that these cars were transferred by Sakaki to Evans (who is the son-in-law of Mr. Russell) in order to avoid registration.

The Pontiac car was sold by Russell with the agreement of Sakaki but the funds were credited by Russell in a trust account for Evans. The Plymouth car has not been sold and I understand is still being used by the wife of Mr. Evans.

Specified Articles (cont'd)

Russell and Evans maintain that these two cars were transferred to Evans and represented part payment on behalf of Sakaki as his share in a deal for 800 acres of land in Alberta. This deal was to be a syndicate of several Japanese, the whole scheme being handled by Captain Yamada (see Yamada's letter on file dated June 9, 1944, and J. A. Russell's letter of May 5, 1945). Up to recently Sakaki denied all knowledge of such an arrangement but Yamada advised us that Sakaki knew of the proposed arrangement. A few months ago, however, Sakaki mentioned in a letter that his wife did mention the matter to him but he still denies that he was involved in any deal. Mr. Evans loaned us his file on this matter and it is quite clear that such a scheme was proposed but the Premier of Alberta could not see his way for the scheme to go through and the whole thing was eventually dropped. In a letter dated May 5, 1945, signed by both Russell and Evans, a draft of the scheme was set out, the syndicate was to be \$15,000.00, and it is stated that eventually the bulk of Evans' property was sold for \$5100.00 with the exception of one parcel of land which is still on his hands and is unsalable due to war conditions.

We have repeatedly endeavored to obtain from Russell or Evans anything in writing signed by Sakaki agreeing that his two cars were a part payment in connection with this land scheme but have not been successful and there is no doubt that no such a document exists. The letter of May 5, 1945 mentioned above is attached for ready reference.

In a recent interview with Russell and Evans, Russell showed the writer a letter dated August 6, 1943, (copy on file) and in this letter Sakaki stated, 'I like buy your friend's Pontiac car.' Russell and Evans both maintain that this refers to Sakaki's Pontiac car and that this is proof that Sakaki had handed the car over to Evans. It is necessary, however, to read the other references to the Pontiac car in the above-mentioned letter. Russell's attitude in this matter is that if his account is met in full, then he will endeavor to persuade Evans to make some concession to Sakaki for the value of the cars but only if his (Russell's) bill is met in full. On the other hand, Sakaki repudiates practically the whole of the amount charged by Russell for professional services and maintains that the two cars were only left with Evans and Russell due to evacuation. In a letter of June 8, 1945 Sakaki maintains that he only agreed to pay Russell a fee of \$50.00 per year plus the 20% collection fee for debts. He states he also let Russell use his Plymouth car. He maintains that Russell has broken his promise and in view of this he wishes to charge Russell \$40.00 per month for his car which for three years amounts to \$1440.00 up to the end of May 1945. Would mention in a letter dated April 12, 1945 Sakaki stated "If this matter gets too deep, I would like to take this to the court and tell all the true facts but I am trusting you in settling this matter without taking this matter up to the court". *W. H. Wright*

As from time to time both Messrs. Shears and Wright have knowledge of this matter and as there have been other cases relating to Japanese in which Mr. Russell has been involved, copies of this memorandum have been passed to the above for their information. It may be considered that it would be advisable for this matter to be settled direct between Russell and Evans on the one hand and Sakaki on the other hand - - this in view of the fact that it was Sakaki who gave Russell Power of Attorney and that Sakaki did not declare the two cars to us." - end of memo.

Specified Articles (continue)

In Mr. Douet's letter to Mr. Sakaki dated April 12, 1946, he stated Mr. Sakaki did not declare his two cars to the Custodian and we are therefore not responsible for the position which has arisen regarding same. He stated that Sakaki, without consulting this office, apparently voluntarily transferred his two cars to Mr. Evans and therefore we must leave the matter of these cars for him to deal direct with Mr. J. A. Russell, who is acting for Mr. Evans, and that we would do nothing further in regard to same.

To date no further reference to these cars has been made by Sakaki, Russell or Evans.

NO OTHER PERSONAL PROPERTY OF ANY KIND WHATSOEVER BELONGING TO THE ABOVE JAPANESE PERSON IS REVEALED ON THIS FILE.

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

E. Robertson
E. Robertson

CHATELAIN SUMMARY

File No. 10105
File No. 10106

Tetsuma SAKAKI (Mr.)
Hisayo SAKAKI (Mrs. Tetsuma)

Reg. No. 03525
Reg. No. 03526

Both Mr. and Mrs. Tetsuma SAKAKI declared chattels as having been left at 6 N. Nanaimo Street, Vancouver, B.C., and both declared that a detailed list of the goods was in the hands of J.A. Russell, Barrister & Solicitor, who held Power of Attorney for them. Chattels have been dealt with on the husband's file only and proceeds derived from their sale at auction have been credited to his account.

Several shipments of goods were made to the Sakakis at Lillooet, B.C. After the shipment made through the Lillooet Cartage Co. in November 1942, Mr. Green of this office decided to send a fieldman out to take an Inventory of the goods stored at this address, which list appears on file under date of January 12, 1943. (Mr. J.A. Russell sent to the Custodian under date of October 30, 1942, a list of the goods stored at the above address.)

Attached to the Inventory taken by ^{J.A. Russell} the Custodian is a list of goods stated to have been shipped to Sakaki and this list would appear to be a duplicate of the list of goods attached to Mr. Ben Cherry's letter of November 5, 1942, which he picked up and delivered to Mr. Sakaki at Lillooet, as mentioned above.

According to Bills of Lading dated May 4, 1943 and February 23, 1943, most of Mr. Sakaki's goods were shipped to him.

Mr. Green's footnote at the bottom of the memo on file dated November 23, 1943 states that all goods were removed from the Nanaimo St. address to storage and auction, and copies of the auction sheets were sent to Sakaki under date of March 23, 1946, to which Sakaki replied on June 7, 1946, expressing thanks to the Custodian for all the assistance given to him in the handling of his affairs. It is impossible to tell whether or not all goods belonging to Sakaki, left stored with Mr. Healy at 6 N. Nanaimo Street, have been accounted for by this office as the shipping records list numerous boxes, cartons and crates, contents of which are unknown as far as our records are concerned. The auction sheets also show a certain number of boxes of Miscellaneous goods, etc.

Curtains were shipped to the Sakakis by the tenants, according to letter on file dated March 15, 1943.

A truck Crane was apparently sold to Mr. Ben Cherry of Lillooet for \$30.00 and the money paid direct to Mr. Sakaki at Lillooet, although we have no actual record on file that this article was picked up from N. Nanaimo Street by Mr. Cherry and the funds paid direct to Mr. Sakaki. (see letters June 30 and July 5/43).

A 3 piece chesterfield suite, dining table, buffet and six chairs were sold by Mr. Healy, tenant, on behalf of Mr. Sakaki, for the sum of \$75.00, which money was credited to his (Sakaki's) account with the Custodian (Letter of March 25/43).

A Mail Box belonging to Mr. Sakaki at Naney, B.C., was sold for the sum of \$2.00, which amount was credited to his account with the Custodian on June 29, 1943.

Two old home-made tables were abandoned by the auctioneer as unsalable according to statement on file dated March 14, 1944.

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

Feb. 26/48


E. Robertson.

CHATELLE SUMMARY

File No. 10105
File No. 10206

Tetsuna SAKAKI (Mr.)
Hisayo SAKAKI (Mrs. Tetsuna)

Reg. No. 03525
Reg. No. 03526

Both Mr. and Mrs. Tetsuna SAKAKI declared chattels as having been left at 6 North Main Street, Vancouver, B. C., and both declared that a detailed list of the goods was in the hands of J. A. Russell, (Solicitor & Solicitor), who held Power of Attorney for them. Chattels have been dealt with on the husband's file only and proceeds derived from their sale at auction have been credited to his account.

Several shipments of goods were made to Sakaki at Lillooet, B. C. but lists of all goods covered by the shipments do not appear on file. After the shipment made through the Lillooet Cartage Company in November 1942 Mr. Green decided to send a fieldman out to take an inventory of the goods stored at this address, which list appears on file under date of January 12, 1943 and it is from this list that the Chattels Schedule is prepared. (Mr. Russell sent to us under date of October 28, 1942 a list of the goods stored at the above address). Under date of January 13, 1943 there appears a list of goods said to be shipped to Sakaki. According to letters dated June 17 and June 18, 1943 on file it would appear that other goods were shipped to Sakaki via Country Freight Truck, no list of which is found on file.

As the record of all shipments made is not complete it is impossible to determine which of the "Not found" items on the schedule may have been shipped to Sakaki. Mr. Green's footnote at the bottom of the memo on file dated November 23, 1943 states that all goods were removed from the above address to storage and auction, and copies of the auction sheets were sent to Sakaki under date of March 23, 1946, to which Sakaki replied on June 7, 1946 expressing thanks to the Custodian for all the assistance given to him in the handling of his affairs. It is therefore presumed that all his chattels have been accounted for through shipments and auctions, together with a few items sold by the tenant, Mr. Neely, on Mr. Sakaki's instructions, the proceeds of which were credited to Sakaki's account with the Custodian.

However, under date of December 14, 1943 it is revealed that a Westinghouse Washing Machine was removed from 6 North Main Street to 992 Powell Street by Merchant's Cartage and there is nothing on file to indicate how this item was disposed of. It is shown on the schedule under "Missing" but no claim has as yet been made by Sakaki for this machine. (shipped by 12th - 1944)

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

E. Robertson
E. Robertson.

Nov. 28/46

CHATELAIN RECORDS

File No. 10105

Tetsuna SAKAKI (Mr.)

Registration No. 03525

On October 29, 1942 J. A. Russell sent the Custodian a list of goods stored with tenant at 6 North Main Street but as some goods were shipped to Sakaki via Lillooet Cartage Co. in November 1942 and Mr. Green wished to determine if garage equipment at above address he sent a fieldman out to take an inventory of the goods on the premises, which is used in this inventory instead of that given by J. A. Russell, who held Power of Attorney for T. Sakaki. Tetsuna Sakaki and his wife both declared chattels as being left at the above address but did not list them, merely stating that list was in the hands of J. A. Russell.

Inventory of goods stored at 6 N. Main St., Vancouver, taken by Custodian Jan. 12/43	Removed from 6 N. Main St. by Custodian and Merchants Cartage to 992 Powell	SHIPPED	SOLD	AUCTIONED	OTHER DISPOSITION
1 Singer Sewing Machine					Not found
1 lawnmower				Feb. 9&10/44	
23 cartons and 7 boxes containing small car parts, electric bulbs, car chains, etc.					Not found
2 crates 6' long contents unknown				Feb. 9&10/44	
3 used tires & rims					Not found
1 large car Jack		Feb. 22/44			
2 wedges					Not found
1 steel office desk					Not found
1 door				Mar. 2/44	
1 gramophone cabinet				Jan. 20/44	
1 5' step ladder					Not found
about 50' air hose				Jan. 20/44	
large quantity garage tools		Jan. 13/43			
2 oil cans with pumps				Feb. 9&10/44	
5 small oil drums				Feb. 9&10/44(7)	
50' garden hose				Jan. 20/44	
1 box 8"x8"x5' -contents unknown				Feb. 9&10/44	
1 crate 4' long, contents unknown		Feb. 22/44 (oil Jack)			
Part of a car winch				Feb. 9&10/44	
2 sledges					Not found
1 screen door				Mar. 2/44	
1 showcase with car parts, etc.					Not found
1 Morris Safe	Mer. Ctge. Dec. 14/43			Dec. 17/43	
1 box dishes				Jan. 20/44	
1 Westinghouse Washing Machine	Merchant's Cartage-Dec. 14/43				Missing
1 lawnmower				Feb. 9&10/44	
1 old 3-plate gas stove		Jan. 13/43			
100' garden hose				Jan. 20/44	
Sandust hopper for furnace					Not found
1 large steam machine for cleaning cars, crated				Feb. 9&10/44	
Part of car winch				Feb. 9&10/44	
Linoleum - on kitchen, dining room, bathroom, bathroom, hall and sun porch floors		Some Shipped to Sakaki by tenant, Healy (July 3/43) some -Jan. 13/43			

CHATELAIN SCHEDULE - page 2.

Inventory - cont'd	List of goods removed from premises by Gust. & Merchant's Cartage -cont'd	<u>SHIPPED</u>	<u>SOLD</u>	<u>AUCTIONED</u>	<u>OTHER DISPOSITION</u>
Leonard Frigidaires		Feb. 22/44			
1 kitchen table					Abandoned
1 3-pc. Chesterfield			By tenant, Healy		
Child's table & 2 chairs				Feb. 9&10 (Misc.)	
1 baby buggy				Jan. 20/44	
1 baby bath tub				Jan. 20/44	
3 boxes - nailed				Feb. 9&10/44	
20' - 1" hose				Jan. 20/44	
Curtain stretchers					Not found
15 cartons old clothes, papers & pers. effects					
1 large metal boiler-crated					Not found
3 battery testers				Feb. 9&10/44 (misc.)	
1 wooden chest-locked				Feb. 9&10/44 (Tool box)	
2 cartons books				Dec. 21/45 (assorted box)	
6 cartons-contents unknown				Feb. 9&10/44	
1 dining table & buffet			By tenant, Healy		
1 sideboard					Not found
2 platters				Feb. 9&10/44 (Misc.)	
2 small trays				Feb. 9&10/44	
2 mattresses					Abandoned
6 framed pictures					Not found
1 gal. C.I.L. enamel					Not found
1 old Eureka Jr. Vacuum Cleaner					Not found
2 smoker's stands				Feb. 9&10/44 (1)	
1 box 8"x12"x6 1/2" marked "Fragile"				Jan. 20/44	
1 elec. alarm clock					Not found
1 old tricycle				Jan. 20/44	
1 old high chair					Not found
1 gas fireplace				Feb. 9&10/44	
1 box old shoes				Jan. 20/44	
2 chairs		Jan. 13/43 (4)			
3 suitcases-contents unknown	1-Dec. 17/43				Missing
1 box tire shoes				Feb. 9&10/44	
1 Royal Vacuum Cleaner					Not found
1 large wall clock					Not found
3 trunks-locked					Not found
2 ctas. dishes		Jan. 13/43			
1 ctas. glass decorations & ornaments				Jan. 20/44	
1 end table				abandoned	Not found
1 wardrobe					Not found
1 large plate		Jan. 13/43			
4 beds & springs					Not found
2 dressing tables & benches					Not found
1 large doll in case				Jan. 20/44	
1 ctas. knitting wool					Not found
1 bed lamp				Feb. 9&10/44	
1 chiffe-robe					Not found
woman's coat & few clothes					Not found
2 ctas. dishes & ornaments				Jan. 20/44	

CHATTLES SCHEDULE - page 3

<u>Inventory -</u> <u>cont'd</u>	<u>Goods</u> <u>removed-</u> <u>cont'd</u>	<u>shipped</u>	<u>sold</u>	<u>auctioned</u>	<u>Other</u> <u>Disposition</u>
1 kitchen table					Abandoned

Although not shown on the Inventory taken by the Custodian the following goods are listed under date of January 13, 1943 as having been shipped:

Car Grease Gun	Set of silver
Brake Rivet Machine	Wash tub
1 oil hand jack	5 chair cushions
Fender air hammer	Battery charger
Roll of Oil cloth	2 garage jacks
1 Roll of solder	1 hand air pump
1 Elec. Grindstone & buffer	1 lot brake lining
1 Elec. Battery Charger	4 bdles. welding rods
1 Garage Jack	1 case tools
1 oil hand Jack	1 grease air gun
4 cushions	1 oil jack
2 vices	1 truck hand air pump

The following is a list of goods also sold at auction in the name of Sakaki, proceeds of which have been credited to his account as there is nothing on file to indicate that any other person had chattels stored on his premises:

2 tubs	3 cans	Spark Plug
Wire basket & Misc.	9 small cans	Tub & contents
Oil tank	Car Top Material	Box wire
Tub & contents	Tub & Contents	Small hand truck
Rivetter	Contents	
Pump	Remaining contents	
Measures & Cans	Tire Spreader	

As these goods are such as would be used in a garage business it is presumed that they are the property of Sakaki and funds from sale of same are being remitted to him.

From the Chattels Schedule it will be seen that a number of items are listed as "Not found". These were possibly shipped to Sakaki as it is indicated from correspondence on file on June 17, 1943 and June 18, 1943 that some goods (of which we have no list) were delivered to Sakaki by Country Freight Truck.

E.R.

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

Your file 10105.

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

June 17, 1943.

TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3827

EVACUATION SECTION

Rec'd JUN 17 1943

File No.

Ans.

Referred

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

Attention R.P. Alexander,
Manager.

Dear Sir:

Re: Tetsuma Sakaki.

Following our conversation in my office on the 26th of May, 1943 and your confirmatory and other letters of the same date, I wrote my client and principal, Tetsuma Sakaki, on the 26th of May and again on the 2nd of June instant.

This A.M., I have his reply duly censored thanking me for my letters of the 26th of May and the 2nd of June. He instructs me in respect of several matters as follows:-

"In regard to my remaining furniture, tools, etc. stored at #6 Nanaimo St., all the necessary articles I required here were sent to me direct from Vancouver on a Country-freight truck. The remaining goods I wish to have them left stored, as I will not be requiring them presently. The shipment of these articles will only mean an extra expense."

With respect to my extended letter to him on the subject of his acquiring a car or truck for use in his present locality, he writes as follows:-

"The Lillocet Garage has provided me with one of their half-ton truck which I am now using for the purpose of transport to and from work. Therefore, it will not be necessary to purchase a car of my own."

With reference to his holding and continuing to hold his real property, he writes as follows:-

"In regard to my property, I still do not wish to sell. I have joined and am a member of the 'Japanese Property Owners' Association', they are doing their utmost to save the Japanese properties for its owners. Therefore, in this respect, you will not have to take any steps for the time being. However,

J. A. Russell & Company

Barristers and Solicitors

J. A. RUSSELL, LL.B., K.C.

TELEPHONES: OFFICE PACIFIC 7922
RES. BAYVIEW 3827

417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

2.

in which case it becomes compulsory for the sale of these properties, I will depend upon you, Mr. Russell, to do your very best."

On the subject of collecting rent from this Nanaimo St. property, he writes as follows:-

"I have already written Mr. Healy regarding the rental matter. I have not requested the Custodian to take up this matter, I want you to continue to collect the rentals from Mr. Healy. I do not wish to raise the rent during this lease period, however, after the expiry of the lease, I am requesting \$35.00 per month."

This coupled with his desire that his furniture, tools, etc. should remain stored with Mr. Healy bears out to my mind the suggestion that for the balance of the 2 years lease-hold period and the question of increasing the rent should remain in my hands subject to a due accounting to the Custodian from time to time. Have you collected the April, May and June rent? And, if so, how have you disposed of said rentals? If not, please authorize me to look after this matter in the interests of both my client and your responsibility in the matter.

On the subject of taxes on this property, he writes as follows:-

"Regarding taxes, the 1942 taxes were payable this year. I do not see the reason why the 1943 taxes can not be paid next year."

What is your comment in this connection?

Re Tetsuma Sakaki's Life Insurance. I note that you have forwarded a cheque for \$17.00 to the Sun Life Insurance Co. of Canada on this policy #2206506. I have asked Mr. Sakaki for his instructions as to whether or not he wishes this policy to be kept in force but have not received a reply. I am writing him again today and will mention this matter to him.

Coming to the question of accounting as dealt with in your letter to me of the 28th of May, you ask for a cheque for \$97.75. In previous letters you have always asked for \$197.75. This is the first time you have credited me with \$100.00, the cost of a Canadian Victory Loan Bond which I sent you November, 1942. I do not find from my files that I have made any additional

J. A. Russell & Company

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417 METROPOLITAN BLDG.
837 HASTINGS ST. W.

Vancouver, B.C.

3.

collections since August 12th, 1942 save and except rent collections from Mr. J. Healy which you admit is satisfactorily accounted for and a small collection of \$39.66 made from the Canadian Mercantile Collections who had a list of Asahi Garage (T. Sakaki) collections. This agency reported a number of deferred and dropped claims which matter is now before me to be dealt with in respect of many unpaid and seemingly uncollectable accounts handed me for collection originally and in respect of which I have gone to a lot of trouble and expense and may have to go to further expense if I decide that any of the claims are collectable.

I have spent hours today checking up correspondence between our offices. Throughout this correspondence, you have recognised my right to a 20% commission by way of fee in respect of collections reported to you up to August, 1942 and my fees for professional services apart from this commission since this matter first came into my hands since February, 1942. What monies I now have to the credit of Sakaki or the Asahi Garage are held for my protection in connection with the account and as pointed out in previous correspondence should properly be dealt with between Tetsuma Sakaki and myself. My account for professional services largely exceeds any small monies now in my hands and as the account is still open and is added to practically from week to week, it is unfair to ask me to even estimate what the amount of such Bill of Fees will amount to.

You might let me hear from you in acknowledgment and reply at your early convenience.

Yours very truly,

J. A. Russell

JAR:DB

LILLOOET CARTAGE CO. LTD.

GENERAL TRANSPORTATION

LILLOOET GARAGE

LILLOOET-LYTTON STAGES

LILLOOET, B. C.

June 30th. 1943.

EVACUATION SECTION	
REC'D	JUL 2 1943
File No.	
Ans.	97
Referred	Green

File 10105
wanted

TAXI SERVICE

Automobiles and Trucks
for Hire

Contracting, Warehousing,
Storage

McCormick-Deering and
International Farm
Implements

International Power
Plants

Mill and Mine
Machinery

Engines and Power
Equipment

Lumber, Coal and
Fuel Oil

Oil Burners, Tires
and Batteries

Radios

Refrigerators

Electrical Home
Appliances

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

Attention Mr. H. F. Green.

Dear Sir;

Mr. T. Sakaki, No. 03525, now of Lillooet, B. C. has requested that we write you for permission for him to sell to the above Firm, one Truck Crane that he has in storage with Mr. J. Healey of 10 North Nansimo Street, Vancouver, B. C.

Mr. Sakaki, who has been employed in our garage for some time past, has also asked for us to obtain your permission to have the purchase price of the above mentioned Crane, (\$30.00) paid to him direct, at Lillooet, B. C.

In connection with the above we have already taken over some of his stock which we believe is covered in your file No. 10105.

We believe that we can arrange for delivery of same upon receipt of your instructions and Permit.

Yours very truly,

Lillooet Cartage Co. Ltd.

1) get receipt for our file
2) letter of release for Healey.

B Cherry

10105

July 5th, 1943

The Lillooet Cartage Co. Ltd.,
Lillooet, B. C.

Dear Sirs:-

Re: Tetsuma SAKAKI

Many thanks for yours of June 30th. The Custodian has no objection to the proposed transaction whereby this Japanese sells to you his Truck Crane for \$30.00, nor for the payment direct of this sum. For our records, would you please obtain from Mr. Tetsuma Sakaki and send to us his receipt for this sum.

We are enclosing a letter of release to Mr. Realey which we think you might have Mr. Tetsuma Sakaki counter-sign and you will then be able to go ahead and make the necessary arrangements for delivery.

Yours truly,

H. F. Green
Protection Department

Enc.
HFG:IF

know 26/7.
G. B. S.

Stage watch his date
I am very
[Signature]

*Consolidated
Kamloops B.C.
Your second copy*

RECEIVED
FEB 8 1944
Rec'd
File No. G-165-B 10/105
Ans.
Referred

BRITISH COLUMBIA SECURITY COMMISSION
CUSTODIAN RELEASE FORM

Goods sent to
Address: *Central Service Station
340 - 3rd Ave. Kamloops B.C.*

Date: *January 27, 44*

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

I, _____, Police Registration No. *03525*

hereby request you to release to me the under-noted articles stored at

6 N. Nanaimo Street Vancouver B.C.

in possession of _____

and I release you from any claim whatsoever with respect to such articles, and ship same through the B.C. Security Commission.

Description of articles wanted:

- * 1. Refrigerator
2. all the Home Lenoire (carpet)
3. all the Home window blinds
4. Carpet polishing Iron (15 lbs.)
5. Garage use 1 1/2 ton oil jack
6. Garage use 1 ton mechanic jack
7. Paint drying light stand with 4 or 3 glass fittings.

Original Address: *6 N. Nanaimo Street Vancouver B.C.*

Date Evacuated to Present Address: *June 1st 1942*

Total Number in Family: *6*

CHARGES:

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

Deposit received: _____

Approved: BRITISH COLUMBIA SECURITY COMMISSION

Per: _____

Setsuma Sakata
(Claimant Signs Here)

*(We are expected moving all the family to
Kamloops. So send the goods sent to
where I am working. Kamloops B.C.)*

RICHMOND TRANSFER

3

PACIFIC 6167

204 ALEXANDER ST.

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

Carrier's No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

At Vancouver (Point of origin) May 14 1941 (Date)

From No 6 North Vancouver Rd (Shipper)

The goods described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said Carrier agrees to carry and deliver to said Consignee at said destination, if on its own route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said goods over all or any portion of said route to destination and as to each party at any time interested in all or any of said goods, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including conditions on the back hereof, and which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to T. H. H. H. H.

Destination Fellcroft Province or State of _____

Route _____

No. Pieces	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	Gross Weight, Subject to Correction	Rate	Freight Charge	Mark Prepay or Collect with X	Prepay	Collect
✓ 1	Steel Office desk						
✓ 1	Book display cabinet				Storage Charge		
✓ 1	Wardrobe				Advance Charge		
2	Carbide accessories (Yankee)						
3	Carbide accessories						
1	Hand saw				C.O.D. Service Charge		
1	Box				C.O.D.		
1	part battery parts						
1	box tools & accessories				Freight		
1	" parts (auto)						
1	Small part cabinet						
1	auto painter's parts						
3	bundle car seats						
✓ 1	box						
1	auto accessories				TOTAL		
Total freight charge					Charge to Account		

AUG 15 1947

RICHMOND TRANSFER

Per W. H. H. H.

RICHMOND TRANSFER

PACIFIC 6167

204 ALEXANDER ST.

3

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No.

Carrier's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

at ✓ May 6 1947
(Point of origin) (Date)

From Mr. C. Hall (Shipper)

The goods described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said Carrier agrees to carry and deliver to said Consignee at said destination, if on its own route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said goods over all or any portion of said route to destination and as to each party at any time interested in all or any of said goods, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including conditions on the back hereof, and which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to T. Safat

Destination St. Louis (Province or State of)

Route

No. Piece	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	Gross Weight, Subject to Correction	Rate	Freight Charges	Mark, Prepay or Collect with X	Prepay	Collect
✓ 1	suit case						
✓ 2	ch. H H goods				Storage Charge		
✓ 1	quilt				Advance Charge		
✓ 1	small black band						
✓ 1	shell glass case						
✓ 1	ch. H H goods				G.O.D. Service Charge		
✓ 1	crate H H goods				G.O.D.		
✓ 2	ch. auto accessories						
✓ 2	comb. bed rails				Freight		
✓ 1	chain tool						
✓ 1	display cabinet						
✓ 1	set chain blocks						
✓ 1	curtain drier						
✓ 1	buffet mirror						
✓ 1	buffet				TOTAL		
Total freight charge					Charges to Account		

AUG 15 1947

RICHMOND TRANSFER

Per

W. S. Anderson

NAME SAVARY, Thomas

REGISTRATION NO. 83935

FILE NO. 10005

The following chattels were sold by public
 auction at 922 Powell St., Vancouver on February 2 & 10, 1944

	Brought forward	402.35
4 Boxes Miscellaneous		\$ - 1.75
3 Boxes Miscellaneous		- 5.25
Tob & contents		- .85
Box wire		2.00
Small hand truck		3.75
Miscellaneous		- 5.50

Total:

Less Expenses: (Auctioneer's Fee) \$ 42.04
 (Advertising) 20.65
 (Savings) 16.52

Net Proceeds Credited:

402.35
- 79.22
<u>323.13</u>

Members of Custodian Staff Present.

Mr. Wells

Extracted from Auctioneering list No.

Vancouver 10.

Remarks.

NAME REGISTRATION NO. 03334FILE NO. 10204

The following chattels were sold by public
 auction at 222 P. O. Box, Vancouver, B.C. on January 20, 1934

2 Bed Decorations	\$.25	Misc.
2 Tubs	.25	"
Wine basket & miscellaneous	.25	"
Oil tank	1.00	M
Wine carriage & piano	2.75	Misc.
Dish pan & miscellaneous	.50	K
Tub & contents	.40	Misc.
3 pairs of gun boots	.75	Misc.
2 boxes of crockery	3.75	K
Box of dishes	1.00	K -
Wardrobe cabinet	.25	P
Box	4.00	T
Box	.75	Misc.

Total:		\$ 15.90
Less Expenses: (Auctioneer's Fee)	\$1.59	
(Advertising)	.40	
(Moving)	1.16	
Net Proceeds Credited:		\$ 12.75

Members of Custodian Staff Present. Mr. Wille

Extracted from Auctioneering list No. Vancouver 9

Remarks.

NAME EMERY, T. J.

REGISTRATION NO. 43325

FILE NO. 13125

The following chattels were sold by public
auction at Vancouver, B.C. on December 17th, 1943

Net

\$ 120.00

Total:

Less Expenses: (Auctioneer's fee 12.00
(Advertising 2.27
(Moving 8.21

\$ 120.00

\$ 22.48

Net Proceeds Credited:

\$ 97.52

Members of Custodian Staff Present.

Mr. Wills

Extracted from Auctioneering list No.

Vancouver, No. 8

Remarks.

NAME SMITH, Thomas

REGISTRATION NO. 03525

FILE NO. 10105

The following chattels were sold by public

sale at Vancouver, B. C. on December 21st, 1945.

Inserted tax

\$.30

Total

(Auctioneer's Fee \$.03

\$.30

Less Expenses:

(Advertising .04

\$.17

(Moving .05

Net Proceeds Credited:

\$.03

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 53

Remarks.

NAME SASAKI, Tetsuo

REGISTRATION NO. 83525

FILE NO. 10105

The following chattels were sold by public
auction at 928 Powell St., Vancouver, B.C., on March 2, 1944.

✓ Books
Books & etc.

\$ 5.50
3.50 *Price*

Total:

Less Expenses: (Auctioneer's Fee \$ 0.90
Advertising 0.13
Hearings 0.42

Net Proceeds Credited:

Members of Custodian Staff Present.

Mr. Wills

Extracted from Auctioneering list No. Vancouver 12.

Remarks.

NOV 27 1947

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

10105-12103
BC 139P
Nov. 15

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

(1) NAME SAKAKI YETSUNA (RCMP) Reg. No. 09525
(Print) Surname Given Name

(2) Pre-Evacuation Address 6 N. Nanaimo Street, Vancouver, B. C.

(3) Present Address P. O. Box 48, Chase, B. C.

(4) REAL ESTATE #1. Port Hammond, B. C.

(a) Street Address (if any) #2. 6 N. Nanaimo Street, Vancouver, B. C.
City or Municipality, Province

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

#1. Lot three (3) of lot "A" of lot two hundred seventy-eight (278)

#2. Blk. No. 18, Lot No. 8-D.L. T.H.S.L.

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

(i) ~~Farm~~ #1. LAND

(ii) ~~Residence~~ Type of business

(iii) ~~Business~~ #2. RESIDENCE ✓

(iv) Any other type of property (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) #1. Sole Owner

#2. Joint Tenant (with wife—Sakaki Hieyo) ✓

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

(i) Land - - - - - \$ 900

(ii) Buildings and Lot - - - - - \$ 6000 ✓

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

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 900 \$ 6000

(v) Amount at which Custodian sold property and credited your account - - - - - \$ 95 \$ 2550

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - - - \$ 805 \$ 3550

TOTAL LOSS \$ 4145

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation

At Residence (6 N. Nanaimo Street, Vancouver, B. C.)

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)

House (Basement)

How stored or packed at time of evacuation

KENRICK CAR CLEANER - - - - - packed ready for shipment. TIRE SPREADER & SHOWCASE were not packed (had no time to pack) (over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

Custodian

(e) Itemized description of personal property which is the subject of the claim:

FOLLOWING PROPERTY SOLD BY CUSTODIAN	
1. Korrlok Car Cleaner.....	Estimated Value \$ 450
2. Tire Spreader.....	Estimated Value \$ 75
3. Snowblower--"unrecognized" by Custodian.....	Estimated Value \$ 45
I was not notified as sold or what.	
Estimated Value \$	
Estimated Value \$	
Estimated Value \$	
Estimated Value \$	
Estimated Value \$	
Estimated Value \$	
Estimated Value \$	
Estimated Value \$	
TOTAL CLAIM FOR PROPERTY LOSS \$ 470	

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e))

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

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

DOMINION OF CANADA
TO WIT:
Sandy & Sons

I, Sandy & Sons,
of Nelson,
DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me at the town of Nelson
in the Province of British Columbia
this 25 day of November

A.D. 1947

N.B.—THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C. BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

AUCTIONS - Notice

Auction Sale
 Garage Equipment and Ship
 Chandlery.

Thursday, February 10th,
 Starting 2:30 p.m., at
 992 POWELL STREET

Under instructions from the
 Secretary of State of Canada,
 acting in his capacity as Custo-
 dian pursuant to the Revised
 Regulations Respecting Trading
 with the Enemy (1943), we will
 offer for sale the following:

One Kerrick Kleaner (cost over
 \$900), jack tire-spreader, battery
 tester, riveter, overhead hoist,
 stationary gas engine, oil pumps,
 oil drums containing oils and
 greases, measures and cups,
 rudder guides, shafting and
 clutch, boat cleats, large quan-
 tity box wire, lanterns, etc.

Also small quantity of lumber
 and ornamental garden flower
 pots.

Goods on view morning of sale.

Terms of Sale—Cash.

THOMPSON & BINNINGTON LTD.
 Auctioneers and Appraisers
 Royal Trust Bldg. P.A. 1503

Removed from File 9/186/1 - Auction Van #10

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This Indenture

made the twenty-fourth day of February in the year of our Lord one thousand nine hundred and forty-two (1942).

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN TETSUMA SAKAKI, Mechanic, and HISAYO SAKAKI, Wife of Tetsuma Sakaki, both of 6 Nanaimo Street, in the City of Vancouver, in the Province of British Columbia,

- Joint Tenants -

hereinafter called the Lessor of the FIRST PART;

AND

JACK HEALY, Engineer, of 10 North Nanaimo Street, in the City of Vancouver, in the Province of British Columbia,

hereinafter called the Lessee of the SECOND PART;

WITNESSETH, that in consideration of the yearly rents, covenants and conditions hereinafter respectively reserved and contained, the said Lessor doth demise and lease unto the said Lessee, ALL AND SINGULAR that certain parcel or tract of land and premises situate in the City of Vancouver, in the Province of British Columbia, and more particularly known and described as: Lot Eighteen (18), in Sub-division Eight (8), in the Townsite of Hastings Suburban Lands, according to a registered map or plan deposited in the Land Registry Office, at the City of Vancouver, in the said Province and numbered 510.....

From the first day of March..... one thousand nine hundred and forty-two (1942).....

for the term of two (2) years next ensuing

YIELDING AND PAYING therefor to the said Lessor, the clear yearly rent or sum of One Hundred and Twenty (\$120.00)..... Dollars of lawful money of Canada, payable on the following days and times, that is to say: The sum of Ten Dollars (\$10.00) falls due and payable on the first day of March, 1942, and the sum of Ten Dollars (\$10.00) falls due and payable on the first day of each and every consecutive month thereafter for the term of the lease.....

AND the said Lessee COVENANT with the said Lessor to pay rent, and to repair (reasonable wear and tear, and damage by fire and tempest excepted). AND that the said Lessor may enter and view state of repair;

AND that the said Lessee will repair according to notice (reasonable wear and tear, and damage by fire and tempest excepted).

AND will not assign or sub-let without leave;

AND will not carry on any business that shall be deemed a nuisance on the said premises;

AND that he will leave the premises in good repair (reasonable wear and tear, and damage by fire and tempest excepted).

AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or if the said Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, THE then current quarter's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down, or damaged by fire, so as to render the same unfit for the purpose of the said Lessee, then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said Lessee

PROVISO for re-entry by the said Lessor on non-payment of rent, whether lawfully demanded or not; or on non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

IT is further provided that should the Lessee hold over after the expiration of the term hereby granted and the Lessor accept rent the tenancy thereby created shall be from month to month only and not for a further term.

THE said LESSOR COVENANT with the said LESSEE for quiet enjoyment.

THIS INDENTURE shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body politic or corporate where the context or the parties hereto so require.

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

SIGNED, SEALED AND DELIVERED
BY THE LESSOR IN THE PRESENCE OF

(Signed) Geo. F. Jacobs,
245 E. Hastings St.,
Vancouver, B. C.
- Broker.

(Signed) Tetsuma Sakaki
(Signed) Hisayo Sakaki

SIGNED, SEALED AND DELIVERED
BY THE LESSEE IN THE PRESENCE OF

(Signed) Geo. F. Jacobs,
245 E. Hastings St.,
Vancouver, B.C. - Broker.

(Signed) Jack Healy.

I HEREBY CERTIFY that on the twenty-fourth day of February 1942
at the City of Vancouver in the Province of British Columbia
Tetsuma Sakaki and Hisayo
Sakaki

to me that they are the persons mentioned in the annexed instrument as the maker thereof, and whose names are subscribed thereto as parties and that they know the contents thereof, and that they executed the same voluntarily, and that they are of the full age of twenty-one years.

IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal of Office at
Vancouver British Columbia, this twenty-fourth day
of February in the year of our Lord one thousand
nine hundred and forty-two (1942).

(Signed and Sealed) Geo. F. Jacobs

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

I HEREBY CERTIFY that on the
in the of

day of 19 , at

evidence on the oath of
me and acknowledged to me that he is the

(whose identity has been proved by the
who is) personally known to me, appeared before
of

annexed instrument, as
of the

of the said

and that he is the person who subscribed his name to the
and affixed the seal
to the said instrument, that he was first duly authorized

to subscribe his name as aforesaid, and to affix the said seal to the said instrument, and that such Corporation is
legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office,
at , British Columbia,
this day of , in the year of our Lord
one thousand nine hundred and

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

NOTE—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

Declaration
of Witness

I, _____ of the _____
do hereby certify that on the _____ day of _____ 19____
I was personally present and did see the within instrument duly signed and executed by _____ the part _____
in the Province of British Columbia.

1. The said instrument was executed at _____
2. I know the said part _____ and that _____
3. I am the subscribing witness to the said instrument and am of the full age of twenty-one years.
SWORN before me at _____ in the Province of British Columbia, this _____ day of _____ 19____
A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits within British Columbia.

For
Attorney

I HEREBY CERTIFY that on the _____ day of _____ 19____
at _____ in the _____
of _____
and acknowledged to me that he is the person who subscribed the name of _____
to the annexed instrument as the maker thereof, that the said _____
in the name person mentioned in the said instrument as _____
the maker thereof, and is still alive to the best of his belief, and that he, the said _____
knows the contents of the said instrument and subscribed the name of the said _____
therein voluntarily as the free act and deed of the said _____
under authority of a power of attorney which has not been revoked.
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at _____
British Columbia, this _____ day _____
of _____
also hundred and _____
in the year of our Lord one thousand _____

Registered
No.

1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.
2. At the time of the execution of the said instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.
AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.
DECLARED before me at _____ in the Province of British Columbia, this _____ day of _____ 19____
A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits within British Columbia.

Declaration
by Attorney

Lease Form HOUSE

R.C.L. Form No. 41

JACK HEALY

TO

HISAYO SAKAKI

and

TETSUMA SAKAKI

Dated February 24th 1942

COPY ONLY

ROSE, CORAN & LATTI LTD. * LEGAL FORM PRINTERS
748 BETHUNE STREET, VANCOUVER, B. C.

Know all Men by these Presents

That A. WE

TETSUMA SAKAKI, Mechanic and HISAYO SAKAKI,

wife of Tetsuma Sakaki, both of 6 Nansimo Street, in the City of Vancouver, the Province of British Columbia-

-JOINT TENANTS.

HAVE nominated, constituted and appointed, and by these Presents DO NOMINATE, CONSTITUTE and APPOINT

J. A. RUSSELL K. C. our Solicitor, office

417 Metropolitan Building,

Vancouver

in the Province of British Columbia.

1. ^{of} ~~ME~~ true and lawful Attorney, for ~~ME~~ and in ~~ME~~ name and on ~~ME~~ behalf and for ~~ME~~ sole and exclusive use and benefit, to demand, recover and receive from all and every or any person or persons, company or companies whomsoever all and every sum or sums of money, goods, chattels, effects and things whatsoever which now is or are, or which shall or may hereafter appear to be due, owing, payable or belonging to ~~ME~~ whether for rent or arrears of rent or otherwise in respect of my real estate, or for the principal money and interest now or hereafter to become payable to ~~ME~~ upon or in respect of any Agreement, Mortgage or other Security, or for the interest or dividends to accrue or become payable to ~~ME~~ for or in respect of any shares, stock or interest which I may now or hereafter hold in any Joint Stock or Incorporated Company or Companies or for any moneys or securities for money which are now or hereafter may be due or owing or belonging to ~~ME~~ upon any Bond, Note, Bill or Bills of Exchange, balance of account Current, consignment, contract, decree, judgment, order or execution, or upon any other account.

2. ^{of} ~~ME~~ ALSO to examine, state, settle, liquidate and adjust all or any account or accounts depending between ~~ME~~ and any person or persons, company or companies whomsoever. AND to purchase, sell, sign, draw, make, endorse, accept, discount, transfer, renew, negotiate and in every way deal with any Cheque or Cheques or orders for the payment of money, Bill or Bills of Exchange, or Note or Notes of Hand, promissory notes, deposit receipts, bonds, debentures, coupons, agreements of sale, or other security which shall be requisite. AND also in ~~ME~~ name to draw upon any Bank or Banks, Individual or Individuals, for any sum or sums of money that is or are or may be to ~~ME~~ credit or which ~~ME~~ or may be entitled to receive, and the same to deposit in any Bank or other place, and again at pleasure to draw from time to time as ~~ME~~ could do. AND upon the recovery or receipt of all and every or any sum or sums of money, goods, chattels, effects or things due, owing, payable or belonging to ~~ME~~ for ~~ME~~ and in ~~ME~~ name and as ~~ME~~ act and deed to sign, execute and deliver such good and sufficient receipts, releases, discharges, acquittances, certificates, re-conveyances, surrenders, assignments, memorials, or other good and effectual discharges as may be requisite, and which receipts, releases and discharges shall exempt the persons paying such moneys, from all responsibility of seeing to the application thereof.

AND ALSO to exercise and execute all Powers of Sale or Foreclosure, and all other powers and authorities vested in me by any mortgage or mortgages, contract or agreement now or hereafter belonging to me as Mortgagee.

AND ALSO in case of any difference or dispute with any person or persons concerning any of the matters aforesaid, or any other matters that may arise in connection therewith, to submit any such differences and disputes to arbitration or umpirage in such manner as my said Attorney or Attorneys shall see fit. AND to compound, compromise and accept part in satisfaction for the payment of the whole or any debt or sum of money payable to me, or to grant an extension of time for the payment of the same either with or without taking security, and otherwise to act in respect of the same as to my said Attorney or Attorneys shall appear most expedient.

To purchase, rent, sell, exchange, mortgage, lease, surrender, quit claim, and in every way deal with real estate, lands and premises and any interest therein now owned by me or hereafter acquired by me, and execute and deliver deeds, mortgages, agreements, leases, assignments, surrenders, and all other instruments.

AND ALSO for me and in my name, or otherwise on my behalf, to take possession of and to lease, let, sell, manage and improve my real estate, lands, messuages, tenements, and hereditaments, whatsoever, and wheresoever situated, now owned by me or hereafter acquired by or for me, and from time to time to appoint any agent or agents, servant or servants, to assist him or them in managing the same, and to displace or remove such agents or servants, to assist him or them using therein the same power and discretion as I might do if personally present.

AND ALSO to sell and absolutely dispose of or exchange said real estate, lands and hereditaments, now owned by me or hereafter acquired by or for me, and also such shares, stocks, bonds, mortgages, and other securities for money as hereinafter mentioned, either together or in parcels, for such price or prices, and by public auction or private sale or contract as to my said Attorney or Attorneys shall seem reasonable and expedient; AND to grant, remise, release, convey, confirm, assign, transfer, and make over the same respectively to the purchaser or purchasers thereof; with power to give credit for the whole or any part of the purchase money thereof; AND to permit the same to remain unpaid for whatever time and upon whatever security, real and personal, either comprehending the purchased property or not, as my said Attorney or Attorneys shall think safe and proper.

AND ALSO to borrow such sums of money for or in relation to any of the purposes or objects herein, upon the security of any of my property, whether real or personal, and for such purposes to give and execute and acknowledge mortgage or mortgages, containing the usual statutory covenants and powers of sale on default, with such other powers and provisions as he may think proper, as also such notes, bonds or other securities as it may be necessary and proper to use there-with, and collateral thereto.

AND from time to time, as my said Attorney or Attorneys may see fit, to lend or invest any moneys of mine now in my said Attorney's hands, or hereafter to come into his hands, upon mortgage of real estate or interest therein, or upon such other securities, either real or personal, as my said Attorney or Attorneys may see fit, and from time to time to alter or vary such investments and assign or transfer the same, and should my said Attorney or Attorneys see fit, to invest such moneys in the purchase in my name or any property, either real or personal, upon such conditions as my said Attorney or Attorneys may see fit.

AND FURTHER, for me and in my name and as my act and deed to sign, seal, execute, deliver, and acknowledge all such assurances, deeds, quit claim deeds, covenants, indentures, agreements, assignments, mortgages, releases, and satisfaction of mortgage and other instruments in writing, of whatsoever kind and nature, and generally to deal in and with goods, wares and merchandises, every kind of business of what nature or kind soever as shall be required, do, and transact all and choose in action, and other property in possession or action, and to make, do, and transact all and or Attorneys shall see fit, for all or any of the purposes aforesaid; AND to sign and give receipts and discharges for all or any of the sum or sums of money which shall come into his or their hands by virtue of the powers herein contained, which receipts, releases, or discharges, whether given in my name or in that of my said Attorney or Attorneys, shall exempt the person or persons paying such sum or sums of money from all responsibility of seeing to the application thereof.

AND ALSO for me and in my name, or otherwise, or on my behalf, to enter into any agreement or arrangements with every or any person to whom I am or shall be indebted touching the payment or satisfaction of his demand, or any part thereof; AND generally to act in relation to my estate and effects, real and personal, now or hereafter acquired, as fully and effectually, in all respects, as I could do if personally present.

THE WILLIAMSON STATIONERY CO. LTD. VANCOUVER, B.C.

21
22
23

AND HEREBY GRANT FULL POWER to my said Attorney or Attorneys to substitute and appoint one or more Attorney or Attorneys under him or them, with the same or more limited powers, and such substitute or substitutes at pleasure to remove and others to appoint, and hereby agreeing and covenanting for my heirs, executors, and administrators, to allow, ratify, and confirm whatsoever my said Attorney or Attorneys or his or their substitute or substitutes shall do or cause to be done in the premises by virtue of these Presents, including in such confirmation whatsoever shall be done between the time of my decease or of the revocation of these Presents, and the time of such decease or revocation becoming known to said Attorney, or such substitute or substitutes.

AS WITNESS my hand and seal this 24th day of May
in the year of our Lord one thousand nine hundred and fourty two.

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature of Witness Nancy Forbes
Address 1332 East 2nd Ave.
Occupation Law Clerk

Tetsuma Sakaki (Seal)
Hirayo Sakaki (Seal)

CANADA,
PROVINCE OF BRITISH COLUMBIA,
TO WIT:

I, _____ of _____, in the
Province of British Columbia, _____ do solemnly declare that:—

1. I am the Attorney appointed by the foregoing Power of Attorney.
2. At the time of such appointment, namely, on the _____ day of _____ 19____, I was of the full age of twenty-one years.

AND I make this solemn Declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

DECLARED before me at _____
in the Province of British Columbia, this _____
day of _____ 19____

FOR MAKER

I Herby Certify that, on the

day of

19

at

in the Province of British Columbia,
(whose identity has been proved by the evidence as
mentioned in the annexed instrument as
the person mentioned therein as part of that
executed the same voluntarily, and
of the full age of twenty-one years,
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office
as
in the Province of
British Columbia, this
day of
in the year of our Lord one thousand nine hundred and

A Notary Public in and for the Province of British Columbia,
A Commissioner for taking affidavits within British Columbia.
NOTE: Where the person making the acknowledgment is personally known to the officer taking the same, enter out the
words in brackets.

J. A. Russell K. C.
417 Metropolitan Bldg.,
Vancouver, B. C.

The Wilkes Stationery Co. Ltd., Vancouver, B. C.

Power of Attorney

J. A. Russell K. C.

-70-

HISAYO SAKAKI

TETSUMA SAKAKI

Dated May 27th 1942

PROVINCE OF BRITISH COLUMBIA
TO WIT:

FOR WITNESS

I, of the
in the Province of British Columbia, this
day of
Sworn before me at
1. I was personally present and did see the within instrument duly signed and executed by
the part thereto, for the purposes named therein
2. The said instrument was executed at
3. I know the said part, and that
4. I am the subscribing witness to the said instrument and am of the full age of twenty-one years,
make oath and say:
of the
in the Province of British Columbia.

A Notary Public in and for the Province of British Columbia,
A Commissioner for taking affidavits within British Columbia.

10105 - 10106

April 12, 1946.

Mr. Tetsuma SAKAKI,
Registration No. 03525,
Chase, B. C.

Dear Sir:

We wrote you and Mrs. Sakaki on March 22nd and gave you full details of funds standing to your credit in each of your accounts and in the joint account, and we thank you for returning the statement dated March 24, 1946 confirming that it will be in order to forward one cheque made out to both of you for the total credit balances in these accounts.

Respecting the matter of the two cars and Mr. J. A. Russell's account against you for \$935.88 for professional services, about which there has been so much correspondence, we would advise that some time back this whole matter was discussed and reviewed and the conclusion arrived at was that since these cars were not declared by you to the Custodian, we are not responsible for the position which has arisen regarding same.

On checking up we find that according to the Motor Vehicle Branch, Victoria, the two cars, namely one Pontiac Touring Coach and one Plymouth Touring Sedan, were transferred by you unconditionally to Morris John Evans (son-in-law of Mr. J. A. Russell, your solicitor) on March 3, 1942. We would here mention that the Police issued a Notice on March 6, 1942 that all cars were to be surrendered on March 9, 1943.

We would remind you that time and again you denied all knowledge of the proposed deal in connection with Alberta land but that eventually in your letter of August 9, 1944 you admitted that you had some knowledge of this matter. We have written you on a number of occasions regarding the statement by Captain Yamada that you were aware of the proposed deal and also of Mr. Russell's and Mr. Evans' statements to the effect that you agreed to transfer your Plymouth and Pontiac cars to Mr. Evans in connection with the proposed Alberta land deal. In a signed letter by both Messrs. Russell and Evans dated May 5th, 1945, they write as follows:

(over)

A summary of this deal would read as follows - Mr. Evans sells his 600 acres to the Syndicate for \$15,000.00. There are apparently 5 unengaged Japanese in this Syndicate of whom Sakaki is one who in his turn would like to have his holdings secured by a definite ownership of some one hundred and twenty acres defined and described in above Draft agreement, for which he pays \$3000.00, two cars down in advance valued at \$1500.00 balance in 10 annual installments.

When it was found that Syndicate could not complete payment of the remaining four-fifths of the purchase price the deal seemingly collapsed so far as the purchasers were concerned, this through no fault or want of co-operation on Mr. Evans part. His life as above showed efforts on his part in correspondence with the Alberta Government and as well as assistance at this end for which charges will be made if an amended bill is required.

The bulk of Mr. Evans property later sold for \$1200.00 exceeding 1 parcel which still remains on his hands unavailable because of war conditions.

The fact remains that you, without consulting this Office, apparently voluntarily transferred your two cars to Mr. Evans and we must leave the matter of these cars for you to deal direct with Mr. J. A. Russell, who is acting for Mr. Evans.

Dealing now with the question of Mr. Russell's account, a copy of this account was forwarded to you and your comments on same were submitted to Mr. Russell. As advised you, he refuses to reduce his charges, and since all these charges were incurred while he was still acting for you under Power of Attorney we have decided in this instance also that you must settle this matter direct with Mr. Russell. We have already sent you copies of all statements we have received from Mr. Russell relating to your affairs, the last statement being attached to our letter of August 6, 1945 which shows that he has on hand in your account the sum of \$105.02, which he is retaining towards his account rendered to you of \$935.88. In addition to the above amount there is \$300.00 representing the sale of the Pontiac car, but this money was credited by Mr. Russell to a Trust account for Mr. Evans in view of your transferring the car to him. There is nothing further that we can do, or are prepared to do in connection with this matter of the two cars, and Mr. Russell's account. He, therefore, leave it to you to deal direct with him and make some satisfactory settlement between you.

Some time back when Mr. Russell was demanding the full payment of his account as advised Mr. Russell that there were no funds of yours available for this purpose and we have not advised him of the amount of funds standing to your credit. In order to close out this matter, that we are now prepared to do is to forward to you all the funds standing to the credit of the three accounts mentioned in our letter of March 22, 1946, namely a total

Evans account

Mr. Tetsuma SAKAKI

- 3 -

April 12th, 1946

\$1290.32 and close these accounts, together with your file.

Respecting your Accounts Receivable which you placed in the hands of Mr. Russell for collection, you are aware that despite the fact that he sent out nearly two hundred letters he was only able to collect a small portion of the large number of outstanding accounts, and details of these collections are shown in Mr. Russell's statements already forwarded to you. This office, of course, is not a collection agency and since we understand you have a record of outstanding accounts, if you consider it worth while we must leave it to you to endeavor to make what collections you can direct.

Respecting the suggestions you have made on one or two occasions for the settlement of Mr. Russell's account, we would advise that Mr. Russell some time back advised us that he would not entertain any offers unless his account was agreed to first, so any further suggestion you may have you will have to make direct to Mr. Russell.

We wish to make it quite clear to you that so far as the two cars are concerned and Mr. Russell's account, we shall do nothing further with regard to same but leave it to you to make a satisfactory settlement.

We await your news respecting forwarding to you the total amount standing in the three accounts previously mentioned.

Yours truly,

P. Douet,
Administration Department

PD/ER

10105 - 10106

March 22nd, 1946.

Mr. and Mrs. Tetsumasa SAKAKI,
Reg. Nos. 03525 and 03526,
Chase, S. C.

Dear Sir and Madam:

With reference to our letter of February 28th, in going through your files we find that you have not been forwarded one of our revised statements showing the net proceeds relating to the sale of the real property at 6 Bannino Street, Vancouver, which you owned jointly. You have been fully advised respecting the sale of this property based on an independent valuation, the gross selling price being \$2800.00. From the attached statement it will be seen that after all adjustments were made the net proceeds from the sale amounted to \$2682.91.

We also enclose a statement of your joint account which includes the amount referred to above and shows a credit balance of \$667.97. In this account under date of November 9, 1943 there is a debit of \$53.40, being the amount we paid from this joint account for life insurance premium at Mr. Sakaki's request. The other item for a similar amount, namely \$53.40, represents a debit in the joint account as this amount was placed in an account to the credit of Mrs. Sakaki to offset the above life insurance payment. This separate account was kept under file number 10106, Mrs. Sakaki's file number. The credit balance in this particular account at the moment is \$42.15 as inadvertently a debit of \$11.25 relating to chattel expenses was charged in this account, which should have been charged to Mr. Sakaki's own account 10105, in which has been placed the proceeds of sale by auction, etc.

Respecting this third account, namely 10105, we enclose a statement from which it will be seen that there is a credit balance of \$980.20. In explanation of the credit balance brought forward in this statement, namely \$524.20, we would refer you to the statement on the back of our letter statement, JL 103, of May 10, 1944, which showed that as at April 22, 1944 there was a credit balance in this account of \$524.20, which is the figure brought forward in the enclosed statement.

We would here mention that chattels sold by auction were credited to this account number 10105 but it would appear that we should have credited same to Mrs. Sakaki's account 10106 since in her JP form she declared the goods left at 6 Bannino Street, and we notice that in Mr. Sakaki's JP form although he declared chattels also, these were later marked through. At this late stage it

seems unnecessary to transfer the auction proceeds from Mr. Gault's account to Mrs. Gault's account. If you are agreeable, we will leave the three accounts as they stand. We take it that if funds are forwarded to you it will be in order to leave one cheque made out to you both rather than leave three separate cheques. If you agree to the above, kindly both sign the attached note which will be our authority to make payment on the lines indicated.

We are writing you separately respecting other matters relating to your lines.

Yours truly,

P. Doney,
Administration Department

PD/18
Enc. 1

10105.

August 6th, 1945.

Mr. Tetsuma SAKAKI,
Registration No. 03525,
Chase, B. C.

Dear Sir:

With reference to your letter of June 8th and subsequent correspondence regarding your affairs, we enclose copy of statement recently received from Mr. J. A. Russell, your late solicitor, from which you will see that taking into account the credit balances from the two previous statements and including the further amount collected by Mr. Russell from the Canadian Mercantile Company--and allowing for disbursements made as shown in the statement--Mr. Russell shows a credit of \$105.01.

Respecting the charge of \$30.39 for repairs to Pontiac car we took this up with Mr. Russell and Mr. Evans at a meeting recently and they informed us that these repairs were necessary before the car could be sold. You will recall that this Pontiac was sold for \$300.00, the funds being held by Mr. Russell in trust for Mr. Evans.

We would take this opportunity of informing you that the whole question of your affairs and Mr. Russell's account is being finally considered by us and we hope to be in a position to write to you at an early date on this matter.

In the meantime, we would inform you that there is standing to the credit of your Joint Account of yours and your wife \$673.97 and in your own Account \$774.20. Nothing, of course, has yet been done in connection with Mr. Russell's account for professional services but as stated, we will write you shortly.

Yours truly,

P. Dewet,
Administration Department.

PD/P.
Encl.

June 20th, 1945.

Mr. Tetsuma SAKAKI,
Reg. No. 03525,
Chase, B. C.

Dear Sir:

We duly received your letter of the 8th instant and you appear to have overlooked our letters of April 26th and May 16th. In these letters we informed you that we had given Mr. Russell full information regarding the many queries raised by you in your long letter of June 19th, 1944, and Mr. Russell refuses to reduce his charges.

Regarding the total amounts collected by Mr. Russell apart from the two statements of Mr. Russell's dated July 6th, 1942 and August 12th, 1943, copies of which you sent us with your letter of April 12th, 1945 (and of which we already had copies on our file), we have received no further statement from Mr. Russell. However, from these funds which he collected you will recall that he purchased on your behalf a \$100.00 - 3% Victory Bond. This Bond is held in this office by our Accounting Department—see our letter to you of December 2, 1942. In order that the matter may be perfectly clear we have requested Mr. Russell to let us have a final statement of exactly what he now holds. We will forward to you a copy of this statement as soon as it is to hand.

We would mention that according to what Mr. Russell has written us, apart from the two statements above-mentioned, he has only collected a further \$39.66, which is subject to a 5 per cent collection fee.

We have now obtained from the Motor Vehicle Branch, Victoria, full details and dates of the transfer of the Plymouth Touring Sedan car and the Pontiac Touring Coach. The matter of these cars is being very carefully considered by us and you will be written at a later date regarding same. We would here mention that, as you are aware, Mr. Russell claims he holds \$300.00 in trust for Mr. H. J. Evans, his son-in-law, this representing the price at which the Pontiac car was sold. Mr. Russell states that this money is not held in trust for you but for Mr. Evans, as you transferred the cars to Mr. Evans in connection with the land deal in Alberta. Here again, this is being further investigated and we will write you later on this aspect of the matter.

Tetsuna SAKAKI

- 2 -

June 20, 1945

We note you wish us to charge Mr. Russell \$40.00 per month for the use of your Plymouth car for three years, making a total charge of \$1440.00 up to the end of May 1945. Owing to pressure of work in this office we have not had time to deal with this claim of yours, but will write as soon as possible regarding same.

Respecting the last paragraph of your letter, collections made by the Canadian Mercantile Collection were passed on to Mr. Russell by them, and are included in the two statements of Mr. Russell's mentioned above.

This whole matter is a very complicated one, but we must ask you to leave it in our hands and we will, of course, do the best we can. It may be necessary for us to obtain further information from you on one or two points, and if so, we will write you accordingly.

It is quite true that Mr. Russell has charged you very much more for his legal services than the total amount he has collected, but we would again remind you that we have pointed out in previous letters that it was you who placed your matters in the hands of Mr. J. A. Russell, and not this office. We can only repeat that it was a great pity you did not come, in the first place, direct to the Custodian's Office as no fee would have been charged and you would have been infinitely better off from every standpoint.

Yours truly,

P. Douet,
Administration Department

PD/ER

P.S.: We would call your attention to the last paragraph of our letter of April 26th, to which we have had no reply. Do you or do you not wish us to take any action regarding small amounts (or large ones) owing to you by debtors of Japanese origin? Due to present conditions of Evacuees, you will appreciate there is great difficulty in collecting any debts from them. We must have an answer to this question.

May 16th, 1945.

Mr. Tetsuna SAKAKI,
Reg. No. 03525,
Chase, B. C.

Dear Sir:

With reference to our letter of April 26th we are still awaiting your reply to the third paragraph respecting Accounts Receivable. In our correspondence and discussions with Mr. J. A. Russell, your late solicitor, we have been unable to obtain from him the exact date on which the Pontiac and Plymouth cars were transferred to Mr. Evans. Have you this information? If not, can you furnish us with the Licence Numbers of these two cars---we would very much like to have this information.

We have had a further interview with Mr. Russell and Mr. Evans but regret that we have not made much headway. Mr. Russell pointed out that at one time the total value relating to matters which he was handling on your behalf was just over \$15,000.00, which included the value of furniture, tools, equipment, life insurance, War Stamps and Victory Bonds, debts and Accounts Receivable, and he considers his charges as a lawyer for what he did for you are really less than he should have made them. The writer did not express his agreement but in view of the long period that he was handling your affairs, up to the time you handed them over to us, and the large amount of correspondence that was involved, it looks as if it will be very difficult to get Mr. Russell to reduce his bill.

Before going to Mr. Russell, who is a lawyer, you should have realized that for any ordinary letter a lawyer will charge anything from \$1.50 and it certainly would have been very much more satisfactory from every standpoint if you had right from the beginning placed matters in the hands of the Custodian.

Mr. Russell mentioned that there were other cars you sold just prior to your evacuation. We gather from what Mr. Russell said that you received cash for these but we have no record on our files of any such transactions. Exactly when did these deals take place? Until we hear from you respecting the date the cars were handed over to Mr. Evans we will not write you further, as we are anxious to get this information immediately. We shall, however, be writing to you fully respecting further letters we have received from Mr. Russell regarding the two cars and the Alberta land deal---also regarding his \$150.00 retaining fee, etcetra.

Yours truly,

P. Douet,
Administration Department

April 26th, 1945.

J. A. Russell, Esq.,
417 Metropolitan Building,
837 W. Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Tetsuna SAKAKI, Chase, B. C. -
Cars and charges relating to same.

With reference to the writer's call on you early in the month, in reply to a letter of ours to the above Evancee relating to his two cars we have now received a further letter from him, which reads as follows:

In reply to your letter about transferring made of my car (Plymouth) to Mr. Evans, I have to go back to the time of evacuation.

About a week before I left Vancouver to Jasper working camp, I asked one of my neighbour, Mr. Healy to sign in transfer paper of my Plymouth and Pontiac cars to his name, to hold it for me awhile so that I thought that I can use it some-times later after the evacuation. He understood it and signed in the transfer paper and I handed it to Mr. N. Yamada to go to Motor Licence Office for I was busy getting ready for evacuation.

After I returned from Jasper camp, in the middle of May 1942, I asked Mr. N. Yamada about my cars. He told me he thought it would be safer to put in the hands of Mr. Russell with full responsibility, rather than my neighbour, therefore he did not have my car transferred to Mr. Healy. He also told me to let Mr. Russell use my car Plymouth, at present, but the name was changed to Mr. Russell's relative (Mr. Evans).

I did not like the way Mr. N. Yamada did so I asked Mr. N. Yamada after I got back from Jasper to go to Mr. Russell's office to get the car back, so we went to Mr. Russell's office and told about me wanting the cars back for the purpose of selling it. Then Mr. Russell told me that the owner of the cars

J. A. Russell, Esq.

- 2 -

April 26, 1945

is living at Vancouver Island and it will take more than a week to get a transfer signed to my name. Also I told him that I got permission from Security Commission to take half or three quarter ton truck to Lillooet. Then Mr. Russell told me that I can trade Plymouth car to Mr. Evans truck, for he had so many trucks at his logging camp.

But I did not have much time to wait to settle this matter for we had to leave Vancouver to Lillooet before the end of May, 1942. So I did not settle this matter and went to Lillooet without the truck.

Before departure from Vancouver to Lillooet I went to Custodian's office and they told me I must register all our properties to the Custodian but since I had my cars transferred to Mr. Evans' name I did not include this in my list of property. But later I went to Mr. Russell's office to ask him to look after my properties as lawyer connecting with Custodian's office. We also agreed that he could use my Plymouth car as usual but as soon as I got settled down and use a car he would send it to me on arrival of my letter or when selling my car also promised to help and do so if I wanted but we did not make any written agreement.

I have never asked to join Mr. M. Yamada's group in evacuating or have any part to do with my car in connection with Alberta land or hear anything about it from Mr. M. Yamada or from Mr. Russell. It was the first time I heard it after I read your letter. And I am still in doubt that Mr. M. Yamada has my car in connection with the Alberta land. I would like you to look once more into this matter and check all the agreements.

We also heard from Mr. M. Yamada who merely stated that Mr. Sakaki's name and family were included in a proposed scheme to go to Alberta but he has no knowledge that any cars belonging to Sakaki were handed over as a deposit in connection with this scheme. He stated that his understanding was that the cars were to be used free by you or Mr. Evans until the sale of the cars. On going through our file it would appear that the intention was that eventually both cars would be sold, but as you are aware only the Pontiac was sold and this for \$300.00, which money is still held in trust by you for Sakaki.

This letter will only deal with the matter of the cars and we are writing you separately regarding your account against Sakaki. However, as included in your account there are items referring to the cars, we will mention these here. Mr. Sakaki states that in view of the fact that the cars were in your possession he does not agree to any of your charges for correspondence, etc., relating to these cars, and for the same reason he does not agree to your October 25th, 1942 items of repairs to cars for \$30.39.

10105.

J. A. Russell, Esq.

- 3 -

April 26th, 1945.

Mr. Sakaki further adds that he would like to charge you for the use of his Plymouth car, which we understand is still being used by Mrs. Evans, your daughter-in-law.

The writer considers that it will be much more satisfactory if we have a further interview with you and Mr. Evans just as soon as the latter returns to town, which we believe you stated would be the end of this month or early May, so that we can go into the numerous charges of yours in your account relating to the cars. No useful purpose will be served by detailing your charges for letters and acknowledgements, but the total of the charges is a considerable one, amount to more than \$120.00.

From Mr. Evans' file, which you loaned the writer, we found nothing which would indicate that Mr. Sakaki signed up his cars in connection with the proposed Alberta land scheme, and neither is there anything on our file to indicate that he personally committed himself in this matter. If you have anything on your files showing that Mr. Sakaki definitely committed himself, we shall be glad to receive such information.

Yours truly,

P. Doust,
Administration Department

PD/ER

10105

July 26, 1944.

Mr. Tolson: BLMH,
Reg. No. 03525,
East Lillacoet, S. C.

Dear Sir:

With reference to your letter of July 6th we enclose cheque for \$2,000.00 which leaves your joint account with a credit balance of \$677.97. There is also in your own account a total of \$501.20. We have no doubt that the enclosed cheque will cover your immediate requirements and a further sum can be forwarded to you from your joint account in due course.

Respecting the balance in your own account above mentioned we are not remitting any sum from this account until the question of Mr. J. J. Russell's account for legal services is cleared up. You are aware that Mr. Russell's total account was \$935.88, less amounts due to this office for collections made by him, \$135.63, leaving a balance of \$800.25. However, Mr. Russell has informed us that he holds in trust for you \$300.00 representing the sale of your Pontiac car.

We fully appreciate that you disputed a large proportion of Mr. Russell's fees and this matter is now being attended to, but we still await your detailed reply to our letter of the 19th of July, before finally taking up your various queries with Mr. Russell.

We should impress upon you the importance of not delaying any further replying to our letter, as the longer this matter goes on, the more complicated it becomes, and doubtless, the higher will be Mr. Russell's charges. Besides this, we wish the matter to be cleared up without further delay as the whole question has caused us a considerable amount of work, which could have been avoided by better co-operation on your part.

(over)

PLAS
0001

P. Jones,
Administration Department.

Yours truly,

Will you please advise us by return what you
obtained for your garage business and to how it was sold,
as this information does not appear on our files, and we wish
to have some for record purposes. Please reply to this
point without fail.

10105

May 1st, 1944.

Mr. Tetsuma SAKAKI,
Registration No. 03525,
East Lillooet, B. C.

Dear Sir:

We are in receipt of your letters of the 5th and 26th of April.

We have at long last procured from Mr. J.A. Russell, his statement of his account against you, and the same is at the moment being typed. It is a very heavy bill, but either Mr. Russell or we will be sending you the account together with his letter, and shall wait your comments.

In the meantime, will you please write us fully, regarding the arrangements you made with Mr. Morris J. Evans who sold your Pontiac car for \$300.00, and which money is held by Mr. Russell in trust. Mr. Evans is the son-in-law of Mr. Russell, and Mr. Russell states that you paid Mr. Evans a certain amount in cash, and transferred the Pontiac car and the Plymouth car to Mr. Evans in exchange for some rights or lease on some land in Alberta. He states that owing to the fact that you were not ~~able~~ enough to go to Alberta, this deal fell through, but we do not know if any money was returned to you or not. In the meantime, Mr. Russell's daughter is using your Plymouth car, and Mr. Russell says that if his account is paid in full, he will endeavour to persuade Mr. Evans to refund you some money in connection with the arrangements you made.

In order to assist you, now that you wish us to, in your affairs, it is imperative that you give us a full detailed account of the communications you had with Mr. Evans - otherwise, we can not assist you.

In Mr. Russell's account, which will be sent you, there are some items for as much as \$150.00, which we have been unable to get Mr. Russell to split up, but no doubt when you see the account, you will wish to have a detailed account of such charges as these. As we are now handling your affairs, we think it would be better if on receipt of Mr. Russell's account, you write to this office about same, and not to Mr. Russell.

- over -

PD/ML

P. Donohue,
Administration Department.

Yours truly,

As this matter has been dragging on for a long time, and we are anxious to get things cleared up, will you please see that this letter is replied to as promptly as possible, and please also see that any comments you have to make on Mr. Russell's account are made promptly, so that we can fix an appointment with him and discuss the matter finally with him.

10105

March 31st, 1944.

J. A. Russell & Company,
417 Metropolitan Building,
637 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: Tatsuma SAKAKI - #01525.

With reference to the writer's call on you some weeks back regarding the affairs of the above, we regret very much that we have not received any statement from you as promised relating to the present position of monies held by you in the account of the above.

We have now received a letter from Mr. Sakaki in which he informs us that he has written you regarding his affairs, requesting that you hand over all matters to us, and in his letter to this office he confirms that he wishes his affairs to be handled by us in future.

Before we take over it will be necessary for us to have a complete statement from you, which should embody the following:

1. A further statement of collections made by you of Accounts Receivable subsequent to August 12th, 1942. In this connection we would refer you to the first paragraph of page three of your letter of June 17th, 1943, wherein you mentioned that you had made a collection of \$39.66, but it was not turned over to us. In the various letters we have sent you regarding funds you had on hand (see our letters of 28/5/43 and 16/6/43) you did not remit to us the \$97.75 you had on hand in connection with Accounts Receivable—this amount is excluding the \$39.66 mentioned above.
2. We require a detailed account of your charges against Mr. Sakaki apart, of course, from the twenty per cent charge you have made by way of commission or fees for collection. We have repeatedly requested you to forward this account but we cannot trace that this has ever been done by you.

10105

March 31st, 1944.

Mr. Tetsuma SAKAKI,
Reg. No. 09525,
C/o Central Service Station,
340 - 3rd Avenue,
Kamloops, B. C.

Dear Sir:

We duly received your letter of the 6th instant and note that you no longer wish Mr. J. A. Russell to handle your affairs but that you desire that this office take over. We would say that we have had a great deal of trouble in obtaining from Mr. Russell any definite information regarding your affairs. We have telephoned and called on him on various occasions but it has not produced the results desired. We have now written him fully, informing him that you wish us to take over your affairs and we trust that you have written him also to this effect, as you mentioned in the postscript of your letter that you were writing to Mr. Russell.

Respecting the collections made by Mr. Russell, we are afraid that it is too late now to go back on the arrangements made whereby his commission was agreed at 20 per cent on actual collections made by him. As a matter of fact, we understand that he has written a number of letters to each of your creditors and considerable time was expended by him in endeavoring to obtain collections, and at this stage we are afraid it would be too late to go back to him and request a lower commission. From what we have been able to gather, we do not think he has been able to collect more than \$200.00 or \$300.00 at the outside, but we are awaiting a detailed statement from him in this connection.

Referring to the two cars, we have been endeavoring for some time to get information from Mr. Russell relating to this matter, without success. Did you have any dealings with a Mr. Evans who is supposed to have bought these cars? If so, please advise us.

In your "JP" Declaration Form you stated that among monies owing to you there is a "Promissory Note - I.T. Yamamoto - \$350.00, Mount Raymond, B.C.". Has this been paid, or is it still outstanding? If it is not paid do you wish us to press for payment—we have not the date that the Promissory Note was due.

Mr. Tetsuna SAKAKI

(2)

March 31st, 1944.

When we are successful in obtaining from Mr. Russell the statement asked for it may be necessary for us to take this matter up again with you. At any rate, you will understand from this letter that we are doing everything possible at this end to find out exactly how your account stands.

In the meantime we would advise that there is a credit balance in your own account of \$437.98 (most of this is from the recent sale of your chattels by auction), and in the joint account of Mrs. Sakaki and yourself there is a credit balance of \$2,676.97, this being mainly the proceeds from the sale of the property at 6 Hamelmo Street, Vancouver, B. C.

Should you require any of these funds and will so advise us the matter will receive our careful consideration.

Yours truly,

P. Doust,
Investigation Department.

PD/ER

10105

3rd March, 1943.

Messrs. J. A. Russell & Company,
Barristers and Solicitors,
837 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: Tetsuna SAKAKI

Thank you for your letter dated February 26th. Please be good enough to refer again to our letter to you dated February 17th and let us have not later than the fifteenth of the current month, regardless of whether you hear from Mr. Sakaki in the meantime, the following:

1. A detailed statement covering collection of receivables by you on behalf of your client.
2. A detailed record of your collection of house rentals.✓
3. Terms of rental of property at No. 6 Nanaimo Street.✓
4. Any information which you may be in a position to give us regarding settlement of your professional services on behalf of Mr. Sakaki.
5. Comments in connection with taxes of slightly in excess of \$100.00.✓
6. Any comments you may have under the heading of claims.

After hearing from you in detail in connection with house rentals - and if you are finding the handling of the matter of collecting rent from Mr. Healy onerous - the Custodian, with your consent, is entirely willing to relieve you of what is, in essence, a simple real estate matter and is willing to place the matter of the administration of property at No. 6 Nanaimo Street in the hands of one of the local real estate agents as agent for the Custodian, thereby relieving you of this detail.

We do not see that an extended review of your files is at all necessary at this time in so far as the preparation by you of statements of sums collected is concerned.

Failure of the Custodian's Office to receive from you the normal monthly reports which this office receives almost invariably from all other agents in Vancouver, whether appointed by the Custodian or by the Japanese individuals concerned, has necessitated this office writing to

you altogether too frequently, and if at all possible we desire that this aspect of our task be simplified to as great a degree as possible, and it is with this objective in mind that we sent you our letter dated February 17th asking for your statements listed therein.

This office is fully prepared to communicate direct with Mr. Sakaki in connection with claims against him or the Sakaki Garage and to deal with Mr. Sakaki direct in so far as his taxes and so forth are concerned.

Mr. Sakaki's letter to you dated February 15th indicates that he, Mr. Sakaki, is under the impression that the Custodian forced Mr. Sakaki to purchase certain War Bonds, which does not agree with our understanding of the matter. Please note that we are forwarding direct to Mr. Sakaki for disposition by him in any manner he sees fit the one \$100.00 Victory Bond you sent to us attached to your letter dated November 30th.

Yours truly,

H. P. Alexander
Manager

HPA:LF

10105

February 17, 1943.

Messrs. J. A. Russell & Company,
Barristers and Solicitors,
417 Metropolitan Building,
Vancouver, B. C.

Dear Sirs:

Re: Tetsuma SAKAKI and
Asahi Garage

We would appreciate hearing from you in connection with the following matters:

1. Collections of Receivables. On July 6, 1942 you gave us particulars of certain collections you had made on behalf of your client which after the deduction of your commission, a remittance to Mr. Sakaki, and miscellaneous expenses, resulted in a credit balance of \$63.75. On August 12, 1942 you made a further statement covering collections resulting in a further net balance of \$129.00 or a total of \$197.75. Subsequently we have received no reports from you covering any additional collections and we ask that you send us a statement immediately covering the period from August 12, 1942 to date, covering collections made by you on behalf of your client, save and except rent collections from Mr. J. Healy, giving us a complete picture and remitting to us the entire remaining net balance on this account after you have taken into consideration the cost of the \$100.00 Canadian Victory Loan Bond you sent to us on November 30, 1942.
2. House Rentals. Our records indicate that Mr. J. Healy is renting No. 6, Nanaimo Street, Vancouver, for the sum of \$10.00 per month due on the first of each and every month, and for which you are acting as agent on behalf of your client, Mr. Sakaki. Your report dated August 12, 1942 showed a collection in this connection of \$13.32, and subsequently we have not been favored with any reports or remittances from you on this account. We ask that you let us hear from you in this connection as soon as possible.
3. No. 6 Nanaimo Street. We do not know as yet the terms covering the rental of this property but have to report that we have received a water bill of \$7.75 on this property for the period ending June 30, 1943 subject to a discount of 75¢ if paid before March 3, 1943. Your comments will be appreciated.

Paid by Healy.

4. From time to time correspondence on our file indicates that we were shortly to be favored with word from you concerning settlement as between you and your client of the matter of your professional services on his behalf, and we would appreciate hearing from you in this connection also.

5. Taxes. Our files indicate that taxes for 1942 on the property of Mr. Sakaki amounting to slightly in excess of \$100.00 have not as yet been paid and as Mr. Sakaki and his wife have a credit balance with us at this time of \$165.89, we presume that it is in order for us to effect settlement of this obligation on their behalf, and will appreciate hearing from you accordingly.

6. Claims. On October 5, 1942 we advised you that the Workmen's Compensation Board had a claim against your client for \$11.00 representing adjustment of assessment for the year 1942, their claim bearing reference No. 13511-5, but we do not appear to have received any word from you in this connection.

I am requesting our Administration Department to send to you rent reporting forms and ask that you be guided accordingly as soon as you hear from them.

Yours truly,

H. P. Alexander,
Manager.

RPA:NA

10105 & 10106

June 24, 1942

J. A. Russell Esq., LL. B., K. C.,
Messrs. J. A. Russell & Company,
417 Metropolitan Building,
837 Hastings Street West,
Vancouver, B. C.

Dear Sir:

Re: Tetsuma Sakaki and his wife,
Hiasyo Sakaki

Thank you very much for your letter dated June 20th and for calling our attention to the fact that the case of Mr. Tetsuma Sakaki, our file No. 10105, had been referred by us to Mr. Charles Barrett Lennard for investigation and report whereas the property and business involved was already receiving your attention. We are therefore requesting Mr. Barrett-Lennard to withdraw from this case for the time being.

It will of course be unnecessary for you to forward registration forms to Mr. Tetsuma Sakaki and in all subsequent correspondence in connection with this matter would you please be good enough to refer to our files Nos. 10105 and 10106.

Thank you very much also for sending to us a copy of the Power of Attorney in your favour issued by Mr. & Mrs. Sakaki.

We look forward to receiving from you about July 5th a statement of collections you have been able to make on behalf of Mr. Sakaki and we understand that you have already reached an agreement with Mr. Sakaki in connection with your fees, if you have not already reached such an agreement, we suggest you do so in the very near future.

Yours truly,

RPA/PMH

R. P. Alexander,
Assistant Manager.

10106

June 16, 1942

J. A. Russell Esq., LL.B., K. C.,
417 Metropolitan Building,
637 Hastings Street West,
Vancouver, B. C.

Dear Sir:

Re: Tetsuma Sakaki and his wife
Hisayo Sakaki

Thank you very much for your letter dated June 9th.

We have as you know, a record of the registration of Mrs. Hisayo Sakaki. We are endeavouring to obtain the registration of Mr. Tetsuma Sakaki and to this end, and as his address is undoubtedly known to you, we are sending to you, attached to this letter, three copies of our "JP" form and would request that you be good enough to forward them to your client and ask him to complete, sign, have witnessed and return to us two copies of the form, retaining the third copy for his own use.

The evacuation of Mr. Sakaki to Jasper automatically vests his property in the protected area in the Office of the Custodian and the purpose of our asking for his registration at this time is to facilitate an investigation of Mr. Sakaki's affairs. We trust that you will be good enough to arrange for this registration on our behalf, for which please accept our best thanks.

We observe that in connection with the house property at No. 6 Nanaimo Street, which we understand is owned jointly by Mr. & Mrs. Sakaki, that it has been leased to Mr. Jack Healy for two years at \$10. per month, payable on the 1st day of each and every month during the period of the lease. We assume that you are acting as a collection agent in this respect also for Mr. & Mrs. Sakaki and it will be in order for you, at least for the time being, to continue to do so and to deduct your collection commission of 5% in this instance.

With reference to the Asahi Garage at 231 Gore Avenue, Vancouver, we must postpone consideration of this question until we receive the registration of Mr. Sakaki,

2.

but in the meantime we request that you be good enough to provide us with a copy of the Power of Attorney granted to you by Mr. Sakaki.

The Custodian's Office in the meantime has no objection to your continuing the work you are doing on behalf of, and at the request of, Mr. Tetsuma Sakaki and on the understanding that you have already reached an agreement with Mr. Sakaki in connection with your fees.

We will be pleased to have you give us a detailed report and statement of your account with Mr. Tetsuma Sakaki about July 5th. It must be understood, however, that in the meantime no payments are to be sent by you to Mr. Tetsuma Sakaki.

Upon receipt of your reply, upon receipt of the registration of Mr. Tetsuma Sakaki and upon receipt of your detailed report and statement of account early in July, the matter can then be examined and should any change be necessary a change can be made at that time.

Yours truly,

R. P. Alexander,
Assistant Manager.

RPA/PMH

Encl.

COPY

53½ Powell Street,
Vancouver, B. C.
April 18, 1942.

Austin G. Taylor, Esq., Chairman,
B. C. Security Commission,
Marine Building,
Vancouver, B. C.

Dear Sir: Re: Removal of the Japanese Salvation Army Corps of Vancouver,
B. C., the Commanding Officers, their family, together with
soldiers, and adherents, old folks, invalids, women and
children, all under the care of the said Japanese Corps.

On March 12th, 1942, pursuant to Order-in-Council P.C. 1665 and 365, as described in
extra of the Canadian Gazette, Ottawa, No. 174, February 2, 1942, the writer made a
humble petition to transfer the headquarters of the Salvation Army Japanese Corps from
Powell Street, Vancouver to the proposed "Salvation City" --- 6 miles south of the
town of Barrhead, and 65 miles northwest of the City of Edmonton.

As you may well know, this land is about 769 acres, and is owned by Mr. H. J.
Evans and his partner of this City who join with us in asking for the license to sell
this land to us.

Whereas several Japanese Salvationists, (viz. six naturalized-Canadians, three
Canadian-born British subjects, and two Japanese Nationals) are ever since effecting
procedure to purchase and to emigrate to the said acreage as their new home.

From the letter of the Hon. Minister of Justice to J. A. Russell, Esquire, K. C.,
our counsel, I know that your good self have the full power to give the permission.
Also, I know that you require the full consent of the Alberta Government regarding our
emigration, before the issuance of your permission.

We are very anxious to get the said consent from Prime Minister Aberhart, but you
have kindly suggested that it would more effective if you had directly asked for and
awaited the consent from the said Premier.

Now, my dear Sir, I earnestly beseech you to give your kindest attention to this
matter, because the sowing season is at hand, and all the seeds must be in ground on or
before the 24th of May in the Northern Alberta. When this sowing is delayed, we cannot
expect much from 1942 harvest.

Therefore, if it be at all possible for you, now, to write to Premier Aberhart for
our sake, kindly do so at once, and kindly do try to give us your speedy permission
on this matter and oblige.

Kindly find and take even a small portion of your valuable time to glance over the
enclosed letters for your reference so that you may know me a little better before you
set aside this matter.

The enclosed are: Letter from Mr. Herbert Higginbotham together with a statement
Letter of reference, made by W.R. Bone, Esq., Administrator
Superintendent of the Social Service Department of the City
of Vancouver.

Yours sincerely,
"Masanori Yamada, Capt."

P.S.: Please return the letter from Mr. W.R. Bone, as this is the only copy.

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name MR TETSUMA SAKAKI

File No. 10105

East Lillooet B.C.

Reg. No. *03525*

Company Sun Life Insurance Co.,

Agency Vancouver

Policy No. 2206506

Premium - \$17.00

Payable: ^X Annually, Semi-annually or monthly

Month October

Day 25th

REMARKS:

Balance owing 36.40
from date 8/17
Oct. 25/43
53.40

Letter sent 24/8/43

Name of Claimant **SAKAKI, Yetsuna**
 Custodian File **10105**

Case **124**

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
2800					98.	189.11			189.11	500.00
<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	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
700.00	350.00	105.00	50%	45.00	22.50		127.50			
TOTAL RECOMMENDATION										816.61

10105

October 4th, 1950.

Mr. Tetsuma SAKAKI,
R. R. 3,
Armstrong Road,
Vernon, B. C.

Dear Sir:

Re: Japanese Property Claims Commission
Case No. 124

We have received from the Co-Operative Committee on Japanese Canadians, Release executed by yourself covering the award recommended under the above Commission, for the sum of \$316.61.

Cheque for \$310.82 is enclosed herein, and the sum of \$5.79 has been paid to the Co-Operative Committee on Japanese Canadians for legal fees as authorized.

Yours truly,

F. G. Shears,
Director.

FCS/jc
1 encl.

V.I.A. and URBAN
KAMLOOPS, B.C.
May 17, 1948.

DEFENCE BRIEF

Tetsuma SAKAKI

File No. 10103

Case No. 124

REAL PROPERTY CLAIM

1. Lot 3 of Lot "A", D.L. 278, Group 1, Map 1179, New Westminster District,
1.106 acres. (Hammond Property)

<u>Claim</u>	<u>Appraised</u>	<u>Assessed</u>	<u>Sold</u>
\$900.00	\$100.00	\$225.00	\$98.00

Witness: Appraiser J. B. Patterson. Claimant states that after he purchased the parcel he cleared one acre at a cost of \$150.00. Claimant disputes the appraiser's estimate of the acreage, saying he had 2 acres rather than 1.106. Claimant says he sold 1/2 acre for \$600.00 in 1938.
This is a question of valuation only.

2. Lot 8, Block 18, Hastings Townsite, 6 Nanaimo Street, North, Vancouver, B. C.

<u>Claim</u>	<u>Appraised</u>	<u>Assessed</u>	<u>Sold</u>
\$4250.00	\$2800.00	\$2875.00	\$2800.00

Witness: Appraiser D. W. Reeve of Johnson, Reeve and Watson, 602 West Hastings, Vancouver. The claim for this property has been reduced from \$6000.00 to \$4250.00. Claimant rented this property to a friend, Mr. Healy, at a nominal rent of \$10.00 per month when claimant was evacuated. After this property was sold by the Custodian it appears in a letter filed as Exhibit 5 that the land changed hands a number of times at the following prices: \$3900.00; \$5300.00. It appears that the low rental set by the claimant was because of claimant's desire to have the premises looked after by someone he knew. (See Transcript Page 11). This claim, too, is a question of valuation only and it has been submitted that it sold for its fair market value. Mr. Shears can be called upon to prove advertisement and to prove tenders and offers received.

3. PERSONAL PROPERTY CLAIM

	<u>Claim</u>	<u>Sold</u>
Car Cleaner	\$700.00	\$350.00
Tire Spreader	60.00	4.00
Showcase	45.00	Shipped 1
	<u>\$805.00</u>	<u>\$354.00</u>

Witness: Thompson and Birmingham, auctioneers, Mr. Shears can be called to prove the advertisement of this auction, attached to the claim file, and can give evidence of how well attended the sale was, &

(a) Car Cleaner

Answer to letter June 25, 1948, Ivens to McKensie, White and Dunsmuir, should be attached to claim file when received. This will be an opinion of the approximate value of such a machine which is 4 years old. No appraisal was made of this cleaner, and no attempt was made to sell it by tender. (See Transcript Page 12)

(b) Tire Sundry

Was advertised as being in same auction as above.

(c) Show Cases

Our files disclose that only ONE showcase was declared and that a show case was shipped, although the claimant states that what was shipped was not the show case declared, but a "counter display cabinet". If this is so, then no further information is available as to what happened to the showcase allegedly declared. On the yellow claim form the claimant states that this showcase was stored in the basement of 6 Nanaimo Street. However, it is noted that in the list of chattels attached to letter J.A. Russell to Custodian, Oct. 30, 1942, no mention is made of it. On the inventory taken by Mr. Logan at 6 Nanaimo Road on Jan. 12, 1943 a "showcase with car parts" is noted and checked. Shipping bills dated May 4, 1943 indicate a counter display cabinet, a small part cabinet and a display cabinet were shipped to Sakaki on May 4, 1943. The question is, then, whether or not the case declared was one of the cases shipped.

Summary of Defence Witnesses	Where Required	Documents to be filed	Witness Proving Same
J. D. Patterson	1		
D. W. Reeve	2		
F. G. Shears	2	Advertisement of Sale of land etc.	Custodian
Thompson & Binnington	3(a); 3(b)		
		3(a) Letter from MacKensie, White & Dunsmuir (when received) giving opinion of value of cleaner.	
Mr. Shears or Mr. Logan (took inventory Jan. 12/43)	3(c)		

N.B. : In this case the Custodian's task was made more difficult by the Power of Attorney (filed as exhibit) granted by claimant to Mr. Russell. It is obvious from enclosed correspondence that had this Power of Attorney not been in existence, a more efficient and satisfactory administration of the claimant's affairs would have been possible.

HAI/CH

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(HIS HONOUR, JUDGE J.R. ARCHIBALD, SUB-COMMISSIONER)

10

Kamloops, B.C.

May 17, 1949

IN THE MATTER OF THE CLAIM OF
YOSHIDA SAKAKI.

PROCEEDINGS AT HEARING

20 APPEARANCES:

R.W. KENNEDY, Esq.,

appearing for the
Dominion Government.

A.E. COUS, Esq.,

appearing for the
Claimant.

J.R. COLLEY, Esq.,

Secretary to Kamloops
Sub-Commission.

G.M.R. UPTON, Esq.,

Official Interpreter

G. HAMILTON, Esq.,

Official Reporter

30

2
T. Sakaki
Discussion
In Chief

MR. COBUS: The claim of Sakaki, Tetsuma, No. 117 on
the list.

TETSUMA SAKAKI, the Claimant herein, being
first duly sworn, testified
as follows:

10 MR. COBUS: I would ask to amend the claim for realty,
your honour. There are two parcels of land for
which a claim is being made. The parcel des-
cribed as No. 1 remains at a value of \$800.00,
but the parcel described as No. 2 is reduced
to \$4,250.00. There is credit to the Custodian
on parcel 1 of \$98.00, on parcel 2, \$2800.00.
the net claim for realty becomes \$2,252.00.

20 With respect to the claim for personalty,
we are asking to amend certain of the valuations.
Item No. 1, a Kerrick Car Cleaner, becomes
\$700.00. Item No. 2, a tire spreader, becomes
\$80.00. Item No. 3, the showcase, remains at
\$45.00. The total estimated value for the person-
alty is \$825.00. There is credit to the Custo-
dian with respect to two items -- the car clean-
er, \$550.00; the tire spreader, \$4.00; total
credit, \$554.00. The net claim for personalty
is \$271.00.

The total claim herein is \$2,523.00.

DIRECT EXAMINATION BY MR. COBUS:

30 Q: Witness, I produce to you a statement concerning
the property described as parcel 1, the Maple
Ridge land holding. Did you instruct Mr. Leckie

to prepare that 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?

A: That is right.

MR. COBUS: I would ask to file the statement, your
honour, as exhibit No. 1.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. COBUS: Would my learned friend produce the Farm
Appraisal Report?
10

THE WITNESS: Excuse me, how much is the amount you
put in there for the showcase?

MR. COBUS: \$42.00.

THE WITNESS: Oh, I thought you said \$4200.00.

MR. COBUS: Q: The parcel No. 1, witness, was located
about 1 mile from Hammond, B.C., is that correct?

A: Yes.

MR. COBUS: I would ask to file the Farm Appraisal
Report on behalf of my learned friend.

20 (FARM APPRAISAL REPORT MARKED EXHIBIT NO. 2)

MR. COBUS: Referring to the statement concerning
parcel No. 1, your honour, the claimant describes
the parcel as being about two acres in extent.
He purchased the property in 1936 at a cost
price of \$400.00. One acre of the two acres was
cleared when bought. He has made no improvements
on the property save the clearing of one acre of
the two acre portion in 1936 and '37 at a cost of
\$150.00. He estimates the value at the date of
30 sale to be \$300.00.

Concerning the appraisal made on the property which has been filed, the claimant says that the appraiser has under-estimated his acreage. He understood that he had $2\frac{1}{2}$ acres and that there were approximately two acres left after he sold half an acre to a Mr. Owen. He says that this one-half acre which he sold to Mr. Owen was sold for \$300.00 in 1936 and that a beer parlour had been erected on that land. He cleared all the stumps off the acre which he cleared, and the acre which was cleared when he bought it had no stumps on it. He admits there may have been some bush come back after the clearing he did in 1936 and 1937. He considers a valuation of \$100.00 to be much below a fair value for the land. He points out that the land is in a very good district, located on the Longwood highway about a mile from Hammond, that it would be very well adapted to a small holding for a small fruit farm, small fruits and vegetables. It is situated on the main highway to Mission and Harrison Hot Springs. It had been his intention had he not been evacuated to erect his home and a garage on that property, next to the Maple Ridge Hotel which had been built on the half-acre which he sold. He believes that this land was worth at least \$300.00 when sold for \$95.00.

Would my learned friend admit that the property which is the subject of this claim was valued at \$225.00 in 1942?

T. Sakaki
In Chief

MR. KENNEDY: I will so admit.

MR. COBUS: Q: Now, witness, I produce to you a statement concerning the real estate described as parcel No. 2, located at No. 6 Hanaimo Street, Vancouver. Did you instruct Mr. Leckie to prepare that 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 file the statement concerning parcel No. 2 as the next exhibit.

(STATEMENT MARKED EXHIBIT NO. 5)

THE WITNESS: I found the exact date I bought the land No. 1 was the year 1933. I thought it was 1936.

MR. COBUS: Your honour, my witness instructs me that the date given as the date of purchase in his statement concerning parcel No. 1, which is
20 Exhibit No. 1, should read 1933 instead of 1936. He instructs me as well that parcel No. 2 in the statement headed "Parcel 2, Vancouver Property," should read under "when purchased," 1933.

THE WITNESS: Yes.

MR. COBUS: I would ask my learned friend to amend that date on the copy of the statement he has. Referring to the statement, your honour, the realty was a residence located at No. 6 Hanaimo street, Vancouver, consisting of a one and
30

Y. Sakaki
In Chief

a half storey house with four rooms, a sunroom,
and a bathroom downstairs, two bedrooms and a
sleeping porch upstairs. There was a tiled
sink, toilet and tub in the bathroom, and laundry
tubs, fireplace and french doors installed.
It was heated by a hot air heating unit. It
was purchased at a cost price of \$2800.00. In
1938, at a cost of \$500.00, he built a sunroom
on the lower floor eight feet by eleven feet.
10 In 1939 he re-painted the outside at a cost of
\$100.00, and in 1939 he erected new fences partly
board, wire fence in front, at a cost of \$50.00.
All ordinary repairs were done on the property
as required.

He estimates the value of the property at the
date of sale to be \$4250.00.

His comments with respect to the appraiser's
report are to the effect that when he was evacua-
ted, the bathroom basin was in good shape, that
20 the vendor informed him when he bought the prop-
erty in 1938 -- which should be 1936 -- that the
house and garage were just two years old. The
garage doors were in good condition when he was
evacuated as well as the fence. He believes that
the valuation of \$2800.00 in July 1942 was much
lower than a fair market value at that time. He
rented the property in February, 1942, for a term
of two years to a neighbour, Jack Healy, whom he
knew very well, the arrangement being that Healy
30 would put in a relative of his, that is, Healy's,

10

as tenant who would look after his property. The rent, therefore, was fixed at a nominal amount of \$10.00. He says that had he desired to rent indiscriminately, he is satisfied that he could have obtained \$40.00 per month. His wife, Hisayo Sakaki, and the claimant herein were the owners of this property as joint tenants. He considers that the property would be worth at least \$4250.00 when sold by the Custodian for \$2800.00 in September, 1943. He concludes by saying that he was able to purchase at a very reasonable price because the owner wanted all cash at the time. He thinks that the property had appreciated in value by late 1943 and the demand for property had increased by that time.

I would ask my learned friend to produce any appraisals which he has on the property described as parcel No. 2 in Vancouver.

(Handed to Mr. Cobus)

20

I have what purports to be an appraisal on the property described as Parcel No. 2 in this claim, made by Johnson, Reeve and Watson, Vancouver, dated the 19th of July, 1943. I file it on behalf of my learned friend.

(APPRAISAL MARKED EXHIBIT NO. 4)

MR. COBUS: Would my learned friend admit that the assessment in 1942 was \$2875.00?

MR. KENNEDY: Yes, I will so admit.

MR. COBUS: Q: Witness, I produce to you a letter signed
by J. Bealy.

30

A: Yes.

Q: At No. 10, North Mainline Street, Vancouver,
B.C., and dated January 4, 1948, addressed to
Mr. Sam T. Sakaki at Chase, B.C. Was that
letter received by you? A: Yes.

Q: And do you recognize the signature of J. Healy?
A: Yes.

MR. COBUS: I would ask to file this letter, your
honour, as the next exhibit. The letter is a
letter from J. Healy to the claimant herein, giv-
ing information as to the number of times that the
property for which the claim is being made had
changed hands since the claimant was evicted.

(LETTER MARKED EXHIBIT NO. 5)

Q: Now, witness, I produce to you a statement con-
cerning the personal chattels for which you are
claiming. Did you instruct Mr. Leckie to prepare
that 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?

A: Yes.

MR. COBUS: I would ask to file that statement as the
next exhibit.

(STATEMENT MARKED EXHIBIT NO. 6)

MR. COBUS: Three items are claimed in exactly the same
order as was detailed on the claim form it-
self. The amended values are shown in the final
column of the form. The first two items, that
is, the car cleaner and the tire spreader, were
sold by the Custodian at auction for \$350.00 and

\$4.00 respectively. The showcase, which is item No. 3, was left in the basement of his home at No. 6 Hannino Street, Vancouver. Concerning item No. 3 he says that the counter display cabinet shipped to him on May 4, 1943 by the Custodian was duly received, but he points out that this was a small upright cabinet to be placed on top of a showcase. He says that Mr. Russell, who was his lawyer and agent, declared the showcase for which he is now claiming and which is described above. He has allowed depreciation on the three articles claimed.

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Q: Witness, have you a receipt for the Kerrick Car Cleaner in your possession?

THE INTERPRETER: A: I ought to have it and I know I have it, and I looked for it, but it was packed in a case and I couldn't get at it.

Q: From whom did you purchase this Kerrick Car Cleaner?

20 A: MacKenzie, White and Dunsenair, Limited, in Vancouver.

Q: How much did you pay for this car cleaner?

A: I paid nearly \$800.00.

MR. CONN: Your witness.

MR. KENNEDY: Your honour, the submission of the Custodian in respect to the real estate referred to in this claim will be that the same was sold after appraisals had been duly made by qualified appraisers, and a fair price was obtained.

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As regards the chattels, the submission of the

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In Chief
Cross Exam.

Guarantee will be that fair prices were obtained in respect to all articles disposed of, and that the remainder have been accounted for to the claimant.

CROSS EXAMINATION BY MR. KENNEDY:

Q: Witness, I produce to you two documents, one purporting to be a lease dated the 26th of February, 1942, which is a copy of a lease made between you and your wife and one Jack Realy. Have you got the original of that document?

THE INTERPRETER: Is that a lease of the ground or house?

MR. KENNEDY: Yes, Ranao Street.

A: This, too, I should have, but I couldn't get at the case.

Q: You did enter into a lease with Mr. Realy in February, 1942? A: Yes.

Q: I produce a further document purporting to be a Power of Attorney granted from yourself and your wife to Mr. J.A. Russell, E.C. Have you got the original of that document?

A: I don't remember receiving it.

MR. KENNEDY: I would ask to file those two documents.

MR. CONUS: I would object to the filing of the lease, your honour. I am assuming that nothing has been admitted as to the contents of it. It is a copy and it is an unsigned copy. The witness has merely said that he thought he had the original lease in his possession, but that he was unable to

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Cross exam.

discover it. I hardly think it is a proper document to file.

THE COMMISSIONER: Well, does he want to file the copy?

MR. KENNEDY: Have you the original?

MR. CONNOR: I haven't the original. The witness has declared that he thinks he has it in his possession. The witness has already declared, your honour, that he did enter into a lease with this Jack Realy for a term of two years at a nominal rental of \$10.00. That much we have admitted. It seems to me there is very little point in filing the lease.

MR. KENNEDY: I won't press the matter of the lease.

THE COMMISSIONER: If there is anything else in that copy that you want him to admit, you can ask him about it.

MR. KENNEDY: No, your honour, there is nothing; it is just the usual lease.

Q: Do you remember, witness, signing a Power of Attorney together with your wife to Mr. J.A. Russell?

A: Yes, I do.

Q: Were all of your personal property chattels stored at the Henaine Street house? A: Yes.

Q: The rent was \$10.00 per month? A: Yes.

Q: How did you come to rent the house to Mr. Realy at such a low figure as \$10.00 a month?

THE WITNESS: A: Well, I know Mr. Realy very well, he was just my next door neighbour, and all I wanted was just for him to look after my house, so I let him have it at a cheaper rate.

Q: I suppose you thought he would look after your interests a bit better than the usual tenant that you would get who would be a stranger?

A: Yes, that is right.

Q: Is Mr. Bealy a pretty good friend of yours?

A: Yes.

MR. KENNEDY: That is all.

MR. CONUS: I would ask my learned friend to produce any appraisals which were made on the Kerrick Car Cleaner for which a claim is being made. If he hasn't such an appraisal in his file, would my learned friend undertake to produce such appraisals as may have been made?

MR. KENNEDY: Yes, your honor.

MR. CONUS: Would my learned friend advise me if any tenders were called for by advertisement concerning this car cleaner? Would my friend give me a similar undertaking with respect to such tenders if they were made?

MR. KENNEDY: I think there is something on that. No, we don't appear to have that information on either of those two points on the file at the moment.

MR. CONUS: Would my learned friend admit that the J.P. form of the witness and his wife were made in 1948, that of the witness on the 27th day of May, and that of his wife, H. Sakaki, on the same day?

MR. KENNEDY: I will so admit.

MR. CONUS: Would my learned friend advise the date of the Power of Attorney to Mr. Russell, which is on his file?

MR. KENNEDY: The date of the Power of Attorney appears
to be the 27th of May, 1942.

No further questions, your honour.

THE COMMISSIONER: That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINCE HERE)

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

Gordon Hambleton
G. Hambleton
Official Reporter

I hereby certify that the foregoing trans-
cript purports to be a true and accurate
record of the evidence adduced before me.

J. R. Archibald,
Sub-Commissioner