

10218

BUSINESS

BUREAU POWELL STREET
OFFICE OF THE CUSTODIAN

FILE No. 112 - 7

EXHIBIT No. May 12 1948

DATE
FILED BY Mr. McTavish

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: NEKASHIMA, YoshisukeHOME ADDRESS: Steveston, B. C. P.O. Box 226 58 Moncton Street, Steveston.REGISTRATION NUMBER 11387 SEX: Male AGE: 32OCCUPATION: (Formerly Grinder in Pulp Mill) Storekeeper, doing businessunder name "Wakaba Store" 58 Moncton St.

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: SelfMARRIED? NoNAME OF WIFE OR HUSBAND: NoneADDRESS OF WIFE OR HUSBAND: NoneNAMES OF ANY LIVING CHILDREN: NoneADDRESS OF CHILDREN: NoneAGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: 58 Moncton St., Steveston, B.C.Lot 9, (Except the West 19 Feet thereof) Block 5, Section 10, Block 3,North Range 7, West Map 249 in District of New Westminster, B. C.2. BUILDINGS AND OTHER IMPROVEMENTS: 1 Storey wooden frame dwellingStore front, 5 rooms, living quarters at back of store.3. INSURANCE (Give particulars; state where policies are) North West Fire Policy No. 205313\$1250.00 Policy in declarants possession. \$1000.00 on Stock Sentinel. Fire Insurance Policy No. 826622. \$200.00 on Household furniture. \$800.00 on Confectionery trade and office furniture and fixtures. Agent for last 2 is Seeley & Co. Ltd 640 W. Pender.4. TAXES (Amount and where payable)
2 years Taxes \$70.00 Payable at Richmond B.C. 1941 and 1942 paid. 1941 paid by Brother.

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

6. OCCUPANCY AND LEASES (If vacant so state) occupied by owner until evacuation to a work camp - when a relative, Nakamura, Koshichi carried on the business now closed up.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In Deponent's possession

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None

9. IF FARM LAND STATE CROPS SOWN: 2 cherry trees

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

2. LANDLORD'S NAME AND ADDRESS: None

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

4. STATE WHEREABOUTS OF LEASE:

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:

Located at 35 Hamilton St., Stoughton, B. C.
1 Top Green Machine, 1 Ice Box (Soda Water) 10 Snow Cases, Tin Box, Cash
Register, Java (Candy Java) 27, Sewing Machine, Kitchen set, Bedroom set, Record set 200,
Furniture.
To be left at store at 35 Hamilton St., Stoughton B. C. and my delivered to
the destination.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS: None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY: None

4. INSURANCE CARRIED ON ABOVE PROPERTY: See page 1, Section 2.

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None

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

None

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

2 - \$50.00 Victory Bonds. 6 - \$5.00 War Savings Certificates. In
Declarant's Possession

8. BANK ACCOUNTS: Royal Bank of Canada, Stoveston, B. C.

Account No. E. 259. Amount \$55.67

9. LIFE INSURANCE:

None

10. INTEREST IN ANY ESTATES OR TRUSTS

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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

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

Dated this 30th day of May 1944

"A.S. McArthur"

Witness

(Signature) Koshizuka Nakashima

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

June 11th 1948

Wm. McCarly

BUREAU POWELL STREET
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE No. _____

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

PERSONAL INFORMATION The declarant herewith is registering Mr. Yoshisuke Nakashima's belongings by request of letter dated 20th April 1942.

NAME: MIZUHARA Joe. *Not the number for this file*

HOME ADDRESS: 36 Nanaimo St., Vancouver, B.C.

REGISTRATION NUMBER: 61354 SEX: Male AGE: 21

OCCUPATION: Clerk.

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: Self.

MARRIED? No

NAME OF WIFE OR HUSBAND: none

ADDRESS OF WIFE OR HUSBAND: none

NAMES OF ANY LIVING CHILDREN: none

ADDRESS OF CHILDREN: none

AGE OF CHILDREN: none

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

1. LOCATION AND DESCRIPTION: Lot 9 (Except the West 19ft. thereof) Block 5 of Section 10, Block 3 North Range 7, West Map 249 in the District of New Westminster. Municipality of Richmond, Steveston, B.C.

belonging to Y. NAKASHIMA registered by Joe MIZUHARA

2. BUILDINGS AND OTHER IMPROVEMENTS: 5-room bungalow frame building.

3. INSURANCE (Give particulars; state where policies are) (1.252-10) \$1,000.00 Fire Insurance Policy No. 205313 with the North West Fire Insurance Co., Vancouver Branch.

policy in owner's possession.

4. TAXES (Amount and where payable) 1941 not yet paid.

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

none

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by owner.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In owner's possession.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None

9. IF FARM LAND STATE CROPS SOWN: None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: None

2. LANDLORD'S NAME AND ADDRESS: None

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid): None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS.

See as per attached list of goods which are stored

at 58 Monahan St., Stevenson, B.C.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY: None

THE FOLLOWING GOODS ARE STORED AT 58 Moncton St., Steveston, B. C.

Property of Yoshisuke Nakashima.

Ice cream machine

Ice box (soda water)

Show case (10)

Tin box

Cash register

Jars (candy jars) 57

Wrapping counter 3

Scale

Kitchen stove

Coal stove

Japanese bath

Singer sewing machine

Kitchen set

Bedroom set

Record set 200

Furniture

4. INSURANCE CARRIED ON ABOVE PROPERTY: NONE \$2,000.00 Fire Insurance
Policy No. 82622 with the Sentinai Fire Insurance Co., Vancouver Branch
policy in owner's possession.
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF

OTHERS: NONE

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

none

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
(6) \$5.00 War Saving Certificates, in owner's possession.

8. BANK ACCOUNTS: none

9. LIFE INSURANCE: none

10. INTEREST IN ANY ESTATES OR TRUSTS: none

11. SAFETY DEPOSIT BOX: _____

LIABILITIES:

1. PERSONAL DEBTS: none

2. TRADE DEBTS: none

REMARKS:- Mr. E. Mizuhara by authority of letter dated 20th April 1942
 from Mr. Yoshiyuki Nakashima of 58 Moneton St., Steveston, B.C. who is
 now stationed at Work Camp No. 6, Mt. Robson Park near Rainbow, B.C. via
 Red Pass B.C. has registered Mr. Y. Nakashima belongings by request under
 the undersigned.

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

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

Dated this 23rd day of April 1942

(Signature)

BY AUTHORITY RE:

[Signature]
 Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date ~~Dec. 1/42~~
July 8th, 1944

Our File No. 10218

Full Name NAKASHIMA, Yoshisuke
(Surname in Block Letters)

Registration No. 11387

☒ Male - Female
(check)

Age Mar. 27, 1910

Former Address Ocean Falls, B. C.
P. O. Box 226, Steveston, B. C.

Date Evacuated 10/3/42

Naturalized - Canadian-Born - ☒
(check)

Present Address

Box 1830, Ashcroft, B. C. 30/12/47

☒ Married - Single
(check)

Name of Wife (MUR) NISHIMURA Miyoko #02/20

Name of Husband

Name of Father Deceased

Name of Mother Deceased

Names of Children under 16

Requested by Gordon Bell

Registered with Custodian Yes
(Yes or No)

Additional Information

Grinder (Pulp Mill)

Name of Claimant **NAKAWITA, Yoshiko**Case **112**Custodian File **10218**

<u>REAL PROPERTY</u>										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
		1290.	125.	25.06						150.06
<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 & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
264.90	302.80	90.84	51.76%	40.	20.70	21.90	2.58	114.12		
TOTAL RECOMMENDATION										264.12

1947		Continental Insurance Co. (See also File 179 Int.)			1948	
COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Continental Fire Insurance Co.	<i>Not renewed by 3401065 - London & Lanc.</i> 32622	\$2000.	Nov.	27	1942	90 Moncton St., Steveston, B. C.
North West Fire Insurance Co.	<i>Renewed by 3401272 - London & Lanc.</i> 206110	\$1250	July	19	1943	Lot 9, No. 48 Moncton St., Steveston, B. C.
London & Lancashire Guarantee & Accident	<i>Renewed by 3401352 - London & Lanc.</i> 3401066	\$430.00	Jan.	29	1944	554 on South side Moncton St., Steveston, B. C.
London & Lancashire Guarantee & Accident	<i>Renewed by 3401352 - London & Lanc.</i> 3401068	\$630.00	Jan.	29	1944	558 on South side Moncton St., Steveston, B. C.
London & Lancashire Guarantee & Accident	<i>Renewed by 3401352 - London & Lanc.</i> 3401069	\$1,250	July	19	1944	558 on South side Moncton St., Steveston, B. C.
London & Lancashire Guarantee & Accident	<i>Cancelled Sept 8/47</i> 3401352	\$200.00	Jan.	29	1945	54 Moncton St., Steveston, B.C.
London & Lancashire Guarantee & Accident	<i>Cancelled Sept 8/47</i> 3401351	\$630.00	Jan.	29	1945	58 Moncton St., Steveston, B.C.

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Yoshisuke Nakashima

File No. 10218

Ashcroft B.C.

Reg. No. 11387

Company Sun Life

Agency Vancouver Agency

Policy No. 2046580

Premium - \$73.35

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

Month December Day 1

REMARKS:

Letter sent 13/12/43

16th December, 1947.

REAL PROPERTY SUMMARY
FOR
CLAIM

Yoshisuke NAKASHIMA

Regn. No.: 11387

Subject of
Claim

Lot 9, Block 5, Section 10, Block 3 North,
Range 7 West, Map 249, save and except the
West 19 feet thereof, in the Dist. of New.
West'r., B.C.,

known as

58 Moncton St., Steveston.

Description of
property

A 31 x 100' lot on which is erected a one-storey
building. Frame, shingle roof, containing store
in front and three living rooms at the rear, all
in rather dirty condition.

- (1) Picture.
- (2) Mather rpt
23/24 Jun 42.
- (3) Pemberton Appr
8 Sep 43.

HISTORY

Yoshisuke NAKASHIMA'S brother Kisaburo returned to
Japan during October 1941, and upon consideration of
\$1. gave title to the above property to Yoshisuke.

- (4) 28 Oct 41
to FECB

The Foreign Exchange Control Board, until 26 Nov. 1945,
considered the property to be Enemy property, and in
communications passed between that Office and the Cus-
todian, produced a letter (copy here only) which was
signed by Kisaburo prior to his leaving for Japan.
This letter quotes the property as being valued at \$2000

Yoshisuke claimed that the property was signed over to
him at the nominal consideration of \$1. due to him havin
worked for his brother Kisaburo for a considerable lengt
of time without having received adequate wages. The
property being compensation.

- (5) Robinson
21 May 43.
- (6) to Hobbs
14 Jul 43.

The property was rented by the Custodian for \$16. per
month until date of sale to the tenants (Hobbs).
Various repairs of a minor nature were made during the
tenancy, with one case of requested necessary repair
which was not made, and one improvement by the tenant
without cost to the Custodian.

- (7) Advert. &
att Memo.

The property was advertised for sale by tender on 28th
and 30th August, 1943, and ONE tender received.

Real Property Claim File
Summary

- (8) a,b,c, The one bid was received from Mr. & Mrs. P.P. Hobbs, tenants of the property, and was refused by the Custodian due to the offer being less than the appraised value of the property by \$250.00
- (3) Pemberton appraisal 8/9/43
- (9) Hobbs 20/9/43 The Hobbs were written to and advised of the rejection of their bid plus the appraised value, and a revised offer was received from them on 20th September, 1943.
- (10) Stmt. of Adjmts 2 Oct 43. This offer was subsequently accepted and the sale made as at 1 Oct. 1943.

#####

- (11) 1943 Tax
-
- Notice

ASSESSED VALUE: (1943) Land \$ 360.
Improvements 2370.
Total Assessed val 2730.

Taxable value \$1545.

1943 Rates bylaw 33.99
1943 Dyking charge 1.30
Total taxes \$ 35.29

- (12) C of E

CERTIFICATE OF
ENCUMBRANCE

Attached

#####

- (13) Stmt. of
-
- Acct.

FUNDS Credit balance as at 16 Dec 1947: \$1384.16

STATEMENT OF SALE NOT SENT.

2

11387

Registration Number ~~01354~~

NAKASHIMA, Yoshisuke

The Form "JP" and letter of authority in this case reads Joe Mizuhara, but apparently should read Yoshisuke Nakashima, on whose behalf Mizuhara filed the report.

LOCATION AND NATURE OF PROPERTY

I have been unable to examine the Title in this case, but from inquiry, believe the description as given in Form "JP" to be correct and I have checked with the description of adjoining property.

OWNERSHIP

It would appear that the property is owned by Yoshisuke Nakashima.

LAND AND BUILDINGS

There is one building on this property, a one-story frame, shingle roof, containing store in front and three living rooms at the rear. The house is in fair condition, but rather dirty. X

INSURANCE

I was unable to check the fire insurance policy, which is held by Mizuhara.

TAXES

Contrary to Form "JP", the Municipal Hall informs me that the taxes are paid to December 31, 1941.

FINANCIAL POSITION

Claims to have no liabilities. Inventory of goods in store and household furniture attached hereto.

REMARKS

This property has been occupied by one Foshichi Nakamura at \$15 per month and taxes, who has now been evacuated and the property is now boarded up. It might now be rented to advantage. W

RECOMMENDATION

I would recommend that the property be placed in the hands of T. C. King for management on behalf of the Custodian. ✓

June 23, 1942.

L. Mather

Registration Number 01354

YAMASHIMA, Yoshiuke

INVENTORY

GOODS IN STORE

- 1 Bath Room Scale
- 1 Clock
- 1 Table
- 3 Chairs
- 4 Stools
- 1 Mixer (Milk Shake)
- 1 Straw Holder
- 1 Gum Dispenser
- 2 Kraft Paper Roll Stands
- 1 Ice Cream Machine
- 1 Ice box for Soda Water
- 10 Assorted Show Cases
- 1 Cash register
- 40 Candy Jars
- 3 Counters
- 1 Scale

FURNITURE

- Sundry Kitchen Utensils
- 1 Bed Complete
- 2 Bureaus
- 1 Sofa
- 1 Ironing Board
- 1 Kitchen Stove
- 1 Singer Sewing Machine
- 6 Chairs
- 5 Tables
- 1 Kitchen Cabinet
- 1 8 Gal. Crock
- 1 Electric Iron
- 1 Heater
- About 200 Records mostly Japanese.

Registration Number 11387

YAKASHIMA, Yoshianke

58 Moncton Street, Steveston, B. C. (P. O. Box 226)

LOCATION AND NATURE OF PROPERTY

The description is correct as in Form

"JP".

OWNERSHIP

Have been unable to check Certificate of Title, as Yakashima has been evacuated, but believe the Title to be in his name as sole owner.

LAND AND BUILDINGS

1 Storey frame, shingle roof building, with store in front and 4 living rooms at the rear, in rather dirty condition, situated at 58 Moncton Street, Steveston.

REMARKS

wrong 3
This property has already been reported on under Joe Mizuhara, Registration Number 01354. ✓

RECOMMENDATION

As previously, I would recommend that the property be handed to Mr. T. C. King for management on behalf of the Custodian.

June 24, 1942.

A. Mather

EXHIBIT No. May 12 1948DATE _____
FILED BY Mr Cobas

PEMBERTON REALTY CORPORATION LIMITED

418 Howe Street,
Vancouver, Canada.

September 8th 1943.

File #199

Lot 9, Block 5, Section 10, 3N, 7W, Map 249,
save and except the west 19 feet thereof.
District of New Westminster.

Known as 58 Moncton Street. This property stands on 31 x 100 ft lot. It consists of a store building, occupied by Mr T.P. Hobbs as a dry good store. After careful examination we find the foundation timbers are badly rotted; the store sagging in several places; the roof leaking in several places. We are informed by Mr Hobbs that the bath fixtures and sink were installed by him and in case of him vacating would be removed.

It is also noted that about 5 feet of the west part of this lot has been incorporated into the grocery store adjoining.

Our valuation — Lot \$250; Building \$1,000; Total \$1,250.00.

"R.D. Sutherland"

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

June 10th 1948

John H. Sealy

Sept 10th 1943

8

Custodian of Enemy Property

Sir,
My bid for property lot 9. Block 5. Section 10. Block 3.
Range 7. West, Chap 249. Lane & except 19 ft west
north. Range 7. West. Westwarder known as
thereof in the district of New. Westwarder known as
3-8 Moncton street is one thousand dollars each.
Please find enclosed cheque for one hundred dollars
10% of purchase price.

Percy Phillip Webb.
Flouner Label Webb.
3-8 Moncton
Stueaton
B.C.

Webb Ready to wear.

September 12, 1943.
% Boston Flats Ranch,
Box 1830,
Ashcroft, B. C.

Canada
Department of the Secretary of State,
Office of the Custodian,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	SEP 14 1943
File No.	10219
Ans.	
Referred	<i>M. Arthur</i>

Re: the property located at 58 Moncton Street, Steveston, B. C.
Attention Mr. R. P. Alexander

Dear Sir:

Have you received my letter dated August 25, 1943
Concerning the agreement made between my brother Kisaburo
Nakashima ~~about~~ the property known as 58 Moncton Street.

In the newspaper of August 28, 1943, I have notice
the property, 58 Moncton Street located at Lot 9, Block 5,
Section 10, Block 3, North, Range 7 west, Map 249, save
and except the West 19 feet thereof, in the District of
New Westminster, was on sale list. I believe that this
was done because my letter of August 25, 1943 did not
arrive there soon enough. But since such is the conditions
as I have written in my previous letter, I beg your kind-
ness to hold the sale of this property until everything
is clear and my decision is made.

As yet, I wish to advise that I have received no
reply of any kind from you concerning the above letter
I wish you would be kind enough to give me reply immediately.

In advance, I wish to thank your for your kind and
immediate attention.

Yours very truly,

Y. Nakashima
Yoshisuke Nakashima,
Reg. No. 11387

MEMO FOR FILE NO. 10218

September 13th, 1943

Extract from report of R. F. Wray, dated
December 27th, 1941.

Re: Municipality of Richmond. Lot 9, Block 5 of Section 10,
Block 3N, Range 7W, Map 249, Save and except the West
19 Feet thereof, in the District of New Westminster.

Examined Deed from brother to him for \$1.00 on
October 15th, 1941.

Regulation 8 of the Foreign Exchange Control
Board Regulations provided as follows:

"8. General or specific instructions issued by the Board
to any person acting as agent of or under the authority
of the Board or holding any licence or permit from the
Board, or to any other person engaged in any transaction
or transactions affected by the provisions of this Order,
shall, with respect to such person and any other person
having notice of such instructions, have the same force
and effect as if contained in regulations made and published
as provided in the next preceding section".

SEE FILE NO. 199

Evacuation of Enemy Property

Sept 20th 1943

9

Dear Sir,

Received your letter of 18th regarding my offer of \$1,000.00 dollars on property at 5-8 Moncton St I am willing to pay value: price for same 12,500.00 dollars and enclose 10% of purchase price hoping this will be satisfactory

Yours Truly
Ernest F. Abbott
58 Moncton St

Abington B.C.

Rec'd	SEP 20 1943
File No.	
Ans.	
Retired	

199 & 10212
Legal Department

912 Royal Bank Bldg.,
Vancouver, B. C.
September 22nd, 1943.

G. W. McPherson, Esq.,
Executive Assistant,
Office of the Custodian,
Victoria Bldg., 7 O'Connor St.,
Ottawa, Ontario.

Dear Mr. McPherson: Re: Yoshisuke NAKASHIMA.

Enclosed herewith you will find Transmission and
Deed in duplicate for execution by the Deputy Custodian.

This property was advertised for sale by public
tender and the highest bid amounted to \$1000.00. Messrs.
Famberton Realty Corporation Limited reported on the 8th
instant as follows:

"Lot 9, Block 5, Section 10, 3N, 7W, Map 249, save and
except the west 19 feet thereof. District of New Westminster.

Known as 58 Moncton Street. This property stands on 31 x 100 ft.
lot. It consists of a store building, occupied by Mr. T. P.
Hobbs as a dry good store. After careful examination, we find
the foundation timbers are badly rotted; the store sagging in
several places; the roof leaking in several places. We are
informed by Mr. Hobbs that the bath fixtures and sink were
installed by him and in case of his vacating would be removed.

It is also noted that about 5 feet of the west part of this
lot has been incorporated into the grocery store adjoining.

Our valuation - Lot \$250; Building \$1,000; Total \$1,250.00."

We have now received an offer from the present tenant,
Percy Phillip Hobbs, to purchase the property for \$1250.00 and
he has deposited this sum with us, subject to your acceptance.
Sale is hereby recommended.

Your kind attention, please.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

34.
KWW/V
Encl.

10218
File No. 199

10
October 2nd, 1943

PERCY PHILLIP HOBBS

and

MRS. FLORENCE MABLE HOBBS

IN ACCOUNT WITH: THE CUSTODIAN OF ENEMY PROPERTY

STATEMENT OF ADJUSTMENTS
as at October 1st, 1943

RE: Lot 9, Block 5, Section 10,
Block 3N, Range 7W, Map 249,
(save and except the West 19
feet thereof) N.W.D., known as
58 Moncton Street, Steveston, B.C.

	DEBIT	CREDIT
Offered Price	\$1250.00	
By Deposits Received		\$1250.00
<u>Tax Adjustment</u>		
\$ of 1943 taxes, unpaid \$35.29		26.47
<u>Water Rates</u>		
\$ rates for 6 months ending December 31st/43, \$12.00	6.00	
<u>Adjustment of Rent</u>		
<u>Fire Insurance</u>		
London & Lancashire Guarantee & Accident, #3401272, \$1250.00, expiry July 19th, 1944	19.83	
<u>Registration Fees</u>	6.75	
Balance		6.11
	\$1282.58	\$1282.58
Balance	\$ 6.11	

1647
2583
764

GHP/JT

8c

File No. 199

Kisaburo NAKASHIMA

In Japan

ADDRESS - 58 Moncton Street, Steveston, B. C.

LEGAL DESCRIPTION - Lot 9, Block 5, Section 10, Block 3 North,
Range 7 West, Map 249, (Save and except the
West 19' thereof) New Westminster District

DESCRIPTION - 1 storey frame building

TITLE - Yoshisuke NAKASHIMA. Certificate of Encumbrance. Vested.
Search not on file. Transfer of property from enemy to
evacuee was not recognized by Foreign Exchange Control
Board. Enemy notified the Foreign Exchange Control Board
that he had transferred property to Evacuee within six
months of departure of Enemy for Japan.

ANNUAL TAXES - \$35.29 (1942)

ASSESSED VALUE - Land - \$360.00 Improvements - \$2370.00

VALUATION - \$1250⁰⁰ *Pemberton*

*360
1250*

FINANCIAL POSITION

Annual Income		\$216.00
Taxes	\$35.29	
Water	<u>24.00</u>	<u>59.29</u>
		\$156.71

Depreciation

Balance at Credit ... \$102.14

Tenders advertised August 28th, 1943. Tenders close September 15, 1943.

TENDERS RECEIVED

<u>Name</u>	<u>Address of Bidder</u>	<u>Amt. Bid</u>	<u>Cheque Enc.</u>	<u>Disposition</u>
<i>X</i> Percy Phillip Hobbs and Florence Mabel Hobbs	58 Moncton St., Steveston	\$1000.00	\$100.00	<i>Reject task for revised offer Feb</i>

Advertisement in the Vancouver Daily Province, August 28, 1943.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA
OFFICE OF THE CUSTODIAN

REAL PROPERTY FOR SALE BY TENDER

THE Secretary of State of Canada, acting in his capacity as Custodian of Enemy Property, hereby offers for sale by public tender such interests as are vested in him in the following properties situate in the CITY OF VANCOUVER:

Lot "A" of Lots 7 and 8, Block 13, D.L. 302, Group 1, New Westminster District, Plan 5832, known as 264-316-322 WEST FIFTH AVENUE, being a one and one-half storey, five-room frame dwelling and a two storey frame store with living quarters above;

Lot "B" of Lots 7 and 8, Block 13, D.L. 302, Group 1, New Westminster District, Plan 5832, known as 3180 ALBERTA STREET, being a one and one-half storey, six room frame dwelling;

Lot 30, Block 53, D.L. 196, Group 1, New Westminster District, Plan 196, known as 819 EAST CORDOVA STREET, being a two storey, seven room frame dwelling at front, and one and one-half storey, four room frame dwelling at rear;

Lot 5, Block 38, D.L. 196, Group 1, New Westminster District, known as 806 EAST CORDOVA STREET, being a one and one-half storey, five room frame dwelling at front, and small three room frame dwelling at rear;

Lot 25, Block 5, D.L. 196, Group 1, New Westminster District, known as 236 POWELL STREET, being a two storey frame store building with rooms above;

Parcel "B" of Lots 1 and 2 (reference Plan 35), Block 73, D.L. 204 "A," Group 1, N.W.D., Plans 381 and 1881, known as 1810 COTTON DRIVE, being a two storey, seven room frame dwelling;

Westerly $\frac{1}{4}$ of Subdivision 22 of Lot 35, Town of Hastings, Suburban Lands, Plan 364, Group 1, New Westminster District, known as 2365 PANDORA STREET, being a five room frame bungalow and garage;

East $\frac{1}{4}$ of Lot 2, Block 35, D.L. 200 "A," Group 1, New Westminster District, known as 18 EAST 6TH AVENUE, being a two storey, six room frame dwelling;

Lot 5, Block 4, D.L. 196, Group 1, New Westminster District, Plan 196, known as 110-118 MAIN STREET, being a two storey frame store building;

Lots 6 and 7, Block "R," D.L. 139, Group 1, New Westminster District, Plan 5532, known as 2908 WEST 23RD AVENUE, being a one and one-half storey, six room frame dwelling;

AND

the following properties situate in the Municipality of Richmond at STEVESTON:

Lot 8, Block 5, Section 10, Block 3, North, Range 7 West, Map 249, save and except the West 19 feet thereof, in the District of New Westminster, known as 88 MONCTON STREET, being a one storey frame store building;

Lot 8, Block 5, Section 10, Block 3, North, Range 7 West, Map 249, in the District of New Westminster, known as 36 MONCTON STREET, being a one storey frame store building with living quarters at rear;

Lot 7, Block 5, Section 10, Block 3, North, Range 7 West, Map 249, in the District of New Westminster, being a VACANT LOT on Moncton Street;

Lot 1, of the West part of Block 5, Section 10, Block 3, North, Range 7 West, Map 6392, in the District of New Westminster, known as 58 CHATHAM STREET, being a two room frame dwelling and two room frame store building.

Tenders for the purchase of such property interest vested in the Custodian will be received subject to the following terms and conditions:

1. Each tender must be for one of the parcels described, but a separate tender may be filed for each of several parcels.
2. A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.
3. A certified cheque payable to the order of "The Custodian" for ten percent (10%) of the amount offered must accompany each tender.
4. Each tender must be in a separate sealed envelope addressed to "The Custodian," 513 Royal Bank Building, 5th West Hastings Street, Vancouver, B.C., and each envelope must be marked on the outside "Tender for Real Estate."
5. Tender must be for purchase for cash.
6. All adjustments will be made at the date of conveyance.
7. Properties will be sold subject to existing leases and encumbrances, if any.

8. The Custodian reserves the right to cancel every accepted tender and to refund the deposit at any time prior to delivery by him of the conveyance.
9. The properties are offered for sale without any warranty whatsoever by the Custodian of location or condition of buildings or improvements.

Cheques in respect of unaccepted bids will be returned in due course. Neither the highest nor any tender will necessarily be accepted.

Tenders will be received by the undersigned up to Noon Daylight Saving Time on the Fifteenth Day of September, 1943. Further particulars may be obtained during office hours any day up to Noon on the Fourteenth Day of September, 1943, and arrangements made with the undersigned to inspect the said premises.

Similar arrangements will be made by Mr. C. C. Robinson, Steveston, to inspect properties situate in Steveston.

DATED at Vancouver, British Columbia, this 28th day of August, 1943.

The Custodian of Enemy Property,
513 Royal Bank Building,
Vancouver, B.C.

The London & Lancashire

GUARANTEE & ACCIDENT

COMPANY OF CANADA

10218

HEAD OFFICE

TORONTO

REPLACING POLICY No. New.

SUM INSURED	RATE	PREMIUM	TERM	FROM NOON	TO NOON
\$ 400.00	1.51%	\$ 6.04	1 Year	Jan. 29th, 19 45	Jan. 29th, 19 44.

Whereas

THE SECRETARY OF STATE OF CANADA, Acting in His
Capacity as Custodian.

(hereinafter called the Insured),

having paid or agreed to pay to THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA (hereinafter called "the Company"), the amount of Premium above stated, the Company, in consideration of the material representations, covenants and warranties of the Insured, and of the said Premium, hereby insures the said Insured against direct loss or damage by fire (the amount of such loss or damage to be estimated according to the actual cash value of the property at the time of the loss or damage) if such loss or damage occurs between the times above stated, to an amount not exceeding the sums set opposite the several items below, and not exceeding in the whole the sum above stated as the sum insured, in respect of the property hereinafter described, namely:

MERCANTILE BUILDING AND CONTENTS

1. \$ nil On the two story brick building with patent roof
and its additions communicating and in contact therewith, foundations, landlord's permanent fittings and fixtures attached thereto and forming part thereof, including frescoes and plate glass, occupied as **GROCERY, RADIOS and REPAIRS,**
Situates **POST OFFICE, DRUGS, ROOMS (2nd.)**
and being No. 54 on the South side of Moncton Street, in the Town of Steveston, Province of British Columbia.



Storm doors and windows, door and window screens and shutters belonging thereto are also held covered while contained in the above described building or on the premises.

2. \$ nil On rents or rental value of the building described above, subject to the conditions of the rent clause attached hereunto.
3. \$ 400.00 On ~~the contents of the building~~ Ice cream, Frigidaire Machine (Mechanical) (4 Holes.)

all being the property of the Insured or sold but not removed; and (provided the Insured shall be liable by law for loss or damage thereto or shall have specifically assumed liability therefor), this insurance shall also cover, if not otherwise specifically insured, stock-in-trade held in trust, or on commission, or left for storage or repairs, but loss thereon shall be adjusted with and payable to the Insured named in this policy; all only while contained in the above-described building.

4. \$ nil On (State Specific Occupancy) trade and office furniture, fixtures (other than landlord's fixtures), fittings, utensils, and all other trade and office contents, excluding stock-in-trade and patterns only while contained in, or on the above-described building.
5. \$ nil On household furniture, supplies and personal effects (including paintings, sculpture, curiosities, works of art, articles of vertu, all at not exceeding cost), printed books, plate, plated ware, jewellery, scientific and musical instruments, clocks, watches, trinkets and mirrors, the property of the Insured or of any member of the Insured's family, all in private use and only while contained in the above described building. Not exceeding ten per cent. of the amount insured under this item may, at the option of the Insured, be held to cover the personal effects of guests and servants; loss, if any, to be adjusted with and payable to the Insured named in this policy.
6. \$ nil On the story building with roof,
and its additions communicating and in contact therewith, only while occupied as
and situate

Thomas L. Haig
Agent

[Signature]
Attorney and Agent of the Company

ATTACH
PART 1

PERMISSIBLE VACANCY

PERMISSION granted for the building insured under this policy to remain vacant from time to time without notice and without invalidating this insurance.

Attached to and forming part of Policy No. 5401066 Issued by London & Lancashire Guarantee & Accident Co. of Canada.

To THE SECRETARY OF STATE OF CANADA, Acting in His Capacity as Custodian.

Dated Jan. 29th 1943.

Agent Thomas C. Tug.

STATUTORY CONDITIONS

- Misrepresentation** 1. If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.
- Form of Contract** 2. After application for insurance, if the same is in writing, it shall be deemed that any policy sent to the insured is intended to be in accordance with the terms of the application, unless the insurer points out in writing the particulars wherein it differs from the application, in which case the insured may, within two weeks from the receipt of the notification, reject the policy.
- Property Not Insured** 3. Unless otherwise specifically stated in the policy, money, books of account, securities for money, evidences of debt or title, and automobiles, tractors and other motor vehicles, are not insured.
- Risks Not Covered** 4. Unless otherwise specifically stated in the policy, the insurer is not liable for the losses following, that is to say:
- (a) for loss of or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the policy;
 - (b) for loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power;
 - (c) for loss due to the want, within the knowledge of the insured, of good and substantial chimneys, or caused by ashes or embers being deposited, with the knowledge and consent of the insured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the insured, in an unsafe condition or improperly secured; or
 - (d) for loss of or damage to goods while undergoing any process in or by which the application of fire heat is necessary.
- Risks Not Covered Except By Special Permission** 5. Unless permission is given by the policy or endorsed thereon, the insurer shall not be liable for loss or damage occurring:
- Repairs** (a) to buildings or their contents during alteration or repair of the buildings and in consequence thereof; fifteen days being allowed in each year for incidental alterations or repairs without such permission;
- Inflammable Substances** (b) while illuminating gas or vapour is generated by the insured, or to his knowledge, in the building insured, or while there is stored or kept therein by the insured, or to his knowledge, by any person under his control, petroleum or any liquid product thereof, coal oil, camphene, gasoline, burning fluid, benzene, naphtha, or any of their constituent parts (refined oil for lighting, heating or cooking purposes only, not exceeding five gallons in quantity, gasoline, if contained in a tightly closed metallic can free from leaks and not exceeding one quart in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than is required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds weight of gunpowder, dynamite or similar explosives;
- Change of Interest** (c) after the interest of the insured in the subject-matter of the insurance is assigned, but this condition is not to apply to an authorized assignment under *The Bankruptcy Act* or to change of title by succession, by operation of law, or by death;
- Vacancy** (d) when the building insured or containing the property insured is, to the knowledge of the insured, vacant or unoccupied for more than thirty consecutive days, or being a manufacturing establishment, ceases to be operated and continues out of operation for more than thirty consecutive days.
- Explosion and Lightning** 6. The insurer will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gas works, whether fire issues therefrom or not; and loss or damage by fire caused by any other explosion, but, if electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents is excluded and the insurer shall be liable only for such loss or damage to them as may occur from fire originating outside the article itself.
- Material Change** 7. Any change material to the risk and within the control and knowledge of the insured shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the policy, or may notify the insured in writing that, if he desires the policy to continue in force, he must within fifteen days of the receipt of the notice pay to the insurer an additional premium, and in default of such payment the policy shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.
- Other Insurance** 8. (a) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent. of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void.
- (b) The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof.
- (c) In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (a) of this condition.
- Mortgages and Other Payees** 9. Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.
- Termination of Insurance** 10. (i) The insurance may be terminated:
- (a) subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the *pro rata* premium for the expired time;
 - (b) if on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

- (2) Repayment of the excess premium may be made by money, post office order or postal note or by cheque payable at par and certified by a chartered bank doing business in the Province. If the notice is given by registered letter, such repayment shall accompany the notice, and in such case the fifteen days mentioned in clause (a) of this condition shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.
- Salvage** 11. After any loss or damage to insured property, it shall be the duty of the insured, when and as soon as practicable, to secure the insured property from further damage, and to separate as far as reasonably may be the damaged from the undamaged property, and to notify the insurer of the separation.
- Insurance on Goods Moved** 12. If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; and the insurer will contribute *pro rata* towards any loss or expense connected with such act of salvage, according to the respective interests of the parties.
- Entry, Control, Abandonment** 13. After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.
- Who To Make Proof of Loss** 14. Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or in the like case or if the insured refuse to do so, by a person to whom any part of the insurance money is payable.
- Requirements After Loss** 15. Any person entitled to claim under this policy shall:
- (a) forthwith after loss give notice in writing to the insurer;
 - (b) deliver, as soon thereafter as practicable, a particular account of the loss;
 - (c) furnish therewith a statutory declaration declaring:
 - (i) that the account is just and true;
 - (ii) when and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarant knows or believes;
 - (iii) that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;
 - (iv) the amount of other insurances and names of other insurers;
 - (v) all liens and encumbrances on the property insured;
 - (vi) the place where the property insured, if moveable, was deposited at the time of the fire;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy. The evidence furnished under this clause shall not be considered proofs of loss within the meaning of conditions 18 and 19.
- Fraud** 16. Any fraud or wilfully false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.
- Arbitration** 17. If any difference arises as to the value of the property insured, the property saved, or the amount of the loss, such value and amount and the proportion thereof, if any, to be paid by the insurer shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the insured and the other by the insurer, and a third to be appointed by the persons so chosen, or on their failing to agree, then by a Judge of the County or District Court of the County or District in which the loss has happened; and such reference shall be subject to the provisions of *The Arbitration Act*; and the award shall, if the insurer is in other respects liable, be conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of costs shall be in the discretion of the arbitrators.
- When Loss Payable** 18. The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.
- Replacement** 19. The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild or replace the property within thirty days after receipt of the proofs of loss and shall thereafter proceed with all due diligence to the completion thereof.
- Action** 20. Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.
- Agency** 21. Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be the agent of the insurer for the purpose.
- Waiver of Condition** 22. No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.
- Notice** 23. Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.
- Subrogation** 24. The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

Yoshimoto NATASHIMA, File # 10218

FIRE POLICY
FILE 10218 (policy)
Policy No. 3401066
THE SECRETARY OF STATE OF CAN-
NAME ADA, Acting in His Capacity as
PROPERTY Custodian.
INSURED B/Grocery Store.

AMOUNT \$ 400.00 PREMIUM \$ 6.04
EXPIRES Jan. 29th, 1944. AT 12 O'CLOCK NOON



ALBERTA AND BRITISH COLUMBIA BRANCH
VANCOUVER
J. E. ROSE
MANAGER

AGENCY:
T. C. KING, B. C.
Steveston, B. C.

N.B.—Please examine your Policy, and if you find any error, return it immediately to be rectified, and if you effect or have effected Insurance on same Property with other Offices, you are particularly requested to see that the wording and terms of the Policies coincide, so that in the event of a loss, delay in the settlement may be avoided.

RECEIPT FOR CANCELLATION

TO BE SIGNED BY THE INSURED

No. of Policy.....

No. of Renewal.....

Amount Insured.....

Date of Cancellation.....

" " Policy.....

Time in force.....

If ANNUAL, GIVE NO. OF DAYS IN FORCE

Premium Paid..... \$

" Earned at..... rate \$

" Returned, \$

If PRO RATA, STATE REASON WHY

\$.....19
IN CONSIDERATION OF..... Dollars, return Premium,
the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to
THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA
and the Interim, and Renewal Certificate (if any), for same, acknowledged to be of none effect.

MORTGAGEE, (IF ANY,) MUST
DISCHARGE INTEREST

INSURED

MORTGAGEE

MEMORANDUM

October 14, 1943.

TO: File No. 10218

FROM: Specified Articles Department.

Re: Yoshisuke NAKASHIMO, Reg. No. 11387

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
RADIO	R.C.A. Victor VR 61 258	\$298.00

HELD AT J. W. KELLY PIANO CO. LTD.

Balance due above Co. ~~\$159.45~~

78.83 as at 10/11/43

33

HS

NAME W. J. Smith, Esq.

REGISTRATION NO. 11327

FILE NO. 10218

The following chattels were sold by public
 auction at Stevenson, S. C. on January 28, 1944.

Show Case
 Show Case
 2 Small glass show cases
 Miscellaneous
 Show Case (Damaged)
 Box heater
 Granite ware & aluminum pot

\$2.25
 1.75
 3.25
 6.60
 .75
 6.80
 2.75

*originals mailed
 11/2/48*

Total:

\$25.35

Less Expenses: Auctioneer's Fee \$ 2.54
 Advertising 1.47
 (Netting) 3.55

\$ 7.56

Net Proceeds Credited:

\$17.79

Members of Custodian Staff Present. Mr. Robinson

Extracted from Auctioneering list No. Stevenson 4

Remarks.

NAME W. J. Harris, Auctioneer

REGISTRATION NO. 11387

FILE NO. 40032

The following chattels were sold by public
auction at Steveston, B. C. on February 12, 1944.

Lat. Cash Register
Glass Show Case
Glass Show Case

\$ 11.00 —
4.00 —
8.00 —

Total:

Less Expenses: (Auctioneer's Fee: \$2.30
(Advertising: 1.38
(Moving: 2.99)
Net Proceeds Credited:

\$ 23.00

\$ 6.67

\$ 16.33

Members of Custodian Staff Present. Mr. Harris
Extracted from Auctioneering list No. Steveston 6
Remarks.

NAME NAKAMURA, Yoshinaka

REGISTRATION NO. 11387

FILE NO. 10218

The following chattels were sold by public
auction at Stevenson, E. Co. on March 17, 1944.

Wall clock
Sewing machine

\$ 5.50
50.00

Total:

\$ 55.50

Less Expenses: (Auctioneer's Fee: \$5.55
(Advertising: 2.41
(Movings: 8.24

\$ 16.20

Net Proceeds Credited:

\$ 39.30

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering list No. Stevenson 9

Remarks.

NAME NAKASHIMA, Yos isuke

REGISTRATION NO. 11387

FILE NO. 10218

The following chattels were sold by public
auction at Steveston, B.C. on April 14, 1944.

Kitchen Range
Double Bed & spring

\$ 10.00 =
13.00 =

Total:

(Auctioneer's Fee: 2.30
Advertising: 1.14
Less Expenses: (Moving: 2.22

\$ 23.00

\$ 5.66

\$ 17.34

Net Proceeds Credited:

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering list No. Steveston 11.

Remarks.

NAME

NAKASHIMA, Yoshiko

REGISTRATION NO. 11387

FILE NO. 10220

The following chattels were sold by public
 auction at 992 Paveall St., Vancouver on May 2, 1944.

Frigidaire cabinet & unit

\$ 107.00 —

6/5/49 80% of original
 value, machine ceiling

allowed by Wartime Price
 & Trade Board on used
 goods.

Note: Jap declared machine bought
 in 1929 new for \$600.00

Conclusion - maximum ceiling price used
 - due to age of machine fair market
 price obtained

Total:

Less Expenses: (Auctioneer's Fees \$ 10.70
 (Advertising 1.92
 (Movings 2.00

\$ 107.00
 \$ 21.62
 \$ 85.38

Net Proceeds Credited:

Members of Custodian Staff Present.

Mr. Wills

Extracted from Auctioneering list No.

Vancouver 15.

Remarks.

NAME NAKASHIMA, Yoshisuke

REGISTRATION NO. 11387

FILE NO. 10218

The following chattels were sold by public
auction at Steveston, B. C. on June 16, 1944.

Round heater

\$ 1.00

Total

Less Expenses:

(Auctioneer's Fee) \$ 0.10
(Advertising) 0.04
(Moving) 0.06

Net Proceeds Credited:

\$	1.00
\$	0.20
\$	<u>0.80</u>

Members of Custodian Staff Present.

Mr. Harris

Extracted from Auctioneering List No.

Steveston 15.

Remarks.

Not listed on inventory

NAME NAKASHIMA, Yoshioka

REGISTRATION NO. 11387

FILE NO. 10212

The following chattels were sold by public
auction at Stevenson, B. C. on October 13, 1944.

Milk shake machine and glasses

\$ 30.00

Total

\$ 30.00

Less Expenses: (Auctioneer's Fee: \$3.00

\$ 6.16

(Advertising: 1.06

(Haulage: 2.10

Net Proceeds Credited:

\$ 23.84

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering List No. Stevenson 22

Remarks.

NAME NAKASHIMA, Yoshinaka

REGISTRATION NO. 11387

FILE NO. 10218

The following chattels were sold by public
auction at Steveston, B. C. on October 27, 1944.

Chest of drawers

\$ 5.00

Total

\$ 5.00

Less Expenses: (Auctioneer's Fee: \$0.50

\$ 1.03

(Advertising: 0.20

(Moving: 0.33

Net Proceeds Credited:

\$ 3.97

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering List No. Steveston 23

Remarks.

NAME NAVASHIMA, Yoshitake

REGISTRATION NO. 11367

FILE NO. 10216

The following chattels were sold by public

auction at Steveston, B. C. on November 24, 1944.

Tricycle	\$ 2.75
Sofa	1.00
Table and 2 chairs	4.50
Stove top	0.70
5 Kitchen chairs	3.00
Baby bed	2.00
Desk	1.00
Small cupboard	0.35

Total

Less Expenses: (Auctioneer's Fee \$ 1.53
(Advertising) 0.82
(Moving) 2.00

Net Proceeds Credited:

\$ 15.30
\$ 3.84
<u>\$ 11.46</u>

Members of Custodian Staff Present.

Mr. Harris

Extracted from Auctioneering List No.

Steveston 25.

Remarks.

NAME WAKASHIMA, Yoshisuke

REGISTRATION NO. 11387

FILE NO. 10215

The following chattels were sold by public
auction at Steverson, B. C. on May 18, 1945.

Cases with cooler

\$ 8.00

Total

Less Expenses: (Auctioneer's Fee: \$ 0.50
(Advertising: 0.11
(Moving: 1.06

Net Proceeds Credited:

\$ 6.33

2.27

\$ 4.06

Members of Custodian Staff Present.

Mr. Harris

Extracted from Auctioneering List No.

Steverson 34.

Remarks.

NAME NAKASHIMA, Yeshisuke

REGISTRATION NO. 11367

FILE NO. 10218

The following chattels were sold by public

auction at Steveston, B.C. on June 8, 1945

3 Teapots	\$ 0.75
3 Teapots	0.75
Sealers	0.25
Room decorations	0.35
Lunch kit	0.50
Trays, china, 2 cushions	1.50
Baking powder etc.	0.20
Chinaware	1.35
2 Picture frames	0.25
Cups	1.25
Kitchen chair	0.75
Table	0.25
Baby Carriage	0.50

- Transferred from Savings Account
April 1, 1946

Total	(Auctioneer's Fee: \$0.81 0.86
Less Expenses	(Advertising: 0.39 0.41
	(Moving: 0.94 0.99

\$8.15 2.65

\$2.14 2.26

\$6.01 6.39

Net Proceeds Credited:

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering List No. Steveston 35.

Remarks.

NAME WATSON, Yoshisuke

REGISTRATION NO. 11387

FILE NO. 10218

The following chattels were sold by public

auction at Steveston, B. C. on November 7, 1945.

Carton of gramophone records
Cushions

\$.75
\$.25

Total

Less Expenses: (Auctioneer's Fee \$.10
(Advertising .05
(Moving .05

\$ 1.00

\$.20

Net Proceeds Credited:

\$.80

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Steveston 40

Remarks.

5

MEMORANDUM RE SALE OF CHATTELS

(Apart from Auction Sales)

FILE NO: 10218

NAME: NAKASHIMA Yoshisuke

DATE ADVERTISED: _____
(or other information)

APPRAISER'S NAME: W. G. B. THOMPSON

VALUATION: \$21.50

PURCHASE PRICE: \$21.50

COMMITTEE'S APPROVAL: May 15th, 1944

PURCHASER'S FULL NAME: MRS. FLORENCE M. HOBBS

ADDRESS: Steveston, B.C.

OCCUPATION:

BILL OF SALE REQUIRED:
(state if purchase
price already paid or
arrangements made)

YES

Paid in full

NO

ENCUMBRANCES, IF ANY: _____

LIST OF CHATTELS SOLD: Showcase and counter.

LOT 256. NAKASHIMA, T.
Box 226,
58 Houston St.

1 open carton

70: UNKRA

Extensive collection of
ping-pong nets, 2 tins of foodstuffs and
phonograph records and

58.

10218

1 open carton

1 man's overcoat
1 child's kimono
2 prs. socks

1 laundry bag

1 bundle odd stockings
2 dirty cushions

LOT 256. NAKASHIMA, K.

1 open small carton

Jap new printed books 2

2 leather bound
books

10218
received from Nakashima
as per list of goods

LOT 256. NAKASHIMA, F.

1 small open carton

10218

W

C
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P
Y

THE ROYAL BANK OF CANADA

Steveston, B. C., October 22nd, 1941

The Manager,
The Foreign Exchange Control Board,
Marine Building,
Vancouver, B. C.

Dear Sir: Re: Kisaburo Nakashima & Kishige Nakashima

We enclose herewith the following from the above named parties:-

Application for change of Status
Certificate relative to above
Declaration of Yen Purchases

Mr. & Mrs. Nakashima along with their Daughter "Fujie", who is six years of age, desire to leave Canada towards the end of this month to take up permanent residence in Japan. These people are old residents of Steveston and they have carried accounts with us for the past twenty years. We are inclined to believe the statements submitted on the application forms are authentic as our associations with them in business matters have been satisfactory.

Mr. Nakashima shows assets in the form of cash amounting to \$550.00 and of this amount \$162.50 will be used to purchase steamship tickets, \$30.00 for travelling expenses, approximately \$100.00 for clothing and the balance will be left on deposit with us to provide for life insurance premiums as they become due on the policy for \$1,000.00 shown on Mrs. Nakashima's application.

Awaiting your approval, we remain,

Yours truly,

(Signed) W. A. Rennison
Manager.

C
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Steveston, B. C.
October 28th, 1941

The Manager,
The Foreign Exchange Control Board,
Marine Building,
Vancouver, B. C.

Dear Sir:-

This is to certify that I have transferred the
following to my brother, Yoshisuki Nakashima, during the past
six months:

REAL ESTATE

Property, including store building, stock &
fixtures valued at - \$2,000.00

SECURITIES

1941 Victory Loan Bond - 50.00

CASH

NIL.

Aged 44 Years.

(Signed) Kisaburo Nakashima.

C
O
P
Y

4^B

Covering letter

B. C.
November 3, 1941

VAN 3.

The Manager,
The Royal Bank of Canada,
STEVESTON, B. C.

Dear Sir: #52 - KISABURO NAKASHIMA

From the statement of property transferred during the past six months received from the above named, it is noted that a store including stock and fixtures valued at \$2,000.00 and a Victory Loan Bond of \$50.00 have been transferred to his brother, Yoshisuki Nakashima.

Will you please advise us when this transfer was made and the terms of this transaction.

The transferee must be advised that no disposition may be made of this property without prior authority from this Board, as from the Board's viewpoint this transfer is not recognized, the property being regarded as belonging to a resident of Japan.

Yours very truly,

For Foreign Exchange Control Board

H. L. E. Priestman.

C
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P
Y

1012 Royal Bank Bldg.,
Vancouver, B. C.
December 20, 1941

Yoshisuki Nakashima, Esq.,
Steveston, B. C.

Dear Sir:

Re: Kisaburo Nakashima

Information which the Custodian has indicates that your father has returned to Japan and that you are operating a small store for him in Steveston.

Under the Trading with the Enemy Regulations you should report this matter immediately to Ottawa and the Custodian will hold you responsible to see that the store's affairs are properly managed. Any attempt to dispose of the assets or to liquidate the company by you will result in action being taken under the Regulations.

I understand that you are holding a \$50.00 Bond for your father. This should be reported and the Bond forwarded to Ottawa in due course.

There is also the question of his insurance policies and these should be reported, together with any monies or other assets which you hold for him. Failure to report will constitute an offence.

Yours truly,

(G. W. McPherson)
Authorized Deputy of the
Secretary of State and / or
Custodian.

GWMcP/TC

C
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Y

199

1404 Royal Bank Bldg.,
Vancouver, B. C.
22nd January, 1942.

Yoshisuki Nakashima, Esq.,
Steveston, B. C.

Dear Sir:

Re: Kisaburo Nakashima

Further to my letter of December 20th, I understand that you called and discussed this matter with Mr. Wray.

I have been in touch with the Foreign Exchange Control Board and find that the property consisting of the store was declared to the Board as being the property of the above party and that the Board refused to permit a transfer of same. It therefore appears that the above party is still the legal owner of the property in spite of any transfer and the Custodian holds you responsible for same. I am filing a Vesting Certificate immediately in the Land Rentals office and would appreciate it if you would let me have full information concerning the above party's affairs, at your earliest convenience.

I note that there is an insurance policy but the number is not given and the Sun Life have no record of any policy being in force on the life of the above party. Could you let me have the number of the policy.

Yours truly,

(G. W. McPherson)
Authorized Deputy of the Secretary
of State and/or Custodian

GWMcP/LF

C
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P
Y

199

1404 Royal Bank Bldg.,
Vancouver, B. C.
February 12, 1942

E. S. Stokes, Esq.,
Registrar,
Land Registry Office,
New Westminster, B. C.

Dear Sir:

Re: Kisaburo Nakashima

I am enclosing a vesting certificate covering property which I am advised is registered in the name of Yoshisuki Nakashima, but in which the Custodian believes his brother, Kisaburo Nakashima has an interest.

My information is that Kisaburo Nakashima returned to Japan in November 1941 and, contrary to instructions given to him by the Foreign Exchange Control Board, transferred the title to this property to his brother for \$1.00. The Custodian is not prepared to recognize this transfer as a transfer wiping out the enemy interest therein.

I would appreciate it if you would file the Vesting Certificate in order that the public may be notified that the Custodian is interested.

Yours truly,

(G. W. McPherson)
Authorized Deputy of the Secretary
of State and / or Custodian

GWMcP/FC

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
Rec'd APR 27 1942
RECEIVED
APR 14 1942
File No.
PMS
Refered

Not Reg

Stonington April 12-42

Office

506 Royal Bank Building

509
C. W. Gents

Re Lot-58 on munition st-
the owner K. Kishimura who
to Japan last fall just before
the war started with Japan
his brother was in charge he
was evacuated to Alberta this
property was turned in to your
board please let me know when
this property will be sold would
like to rent with option to buy
there is a woman has a small
stock of goods in the store at
present a Jap woman a
friend of Kishimuras any
information you can give
me will be appreciated where
do you think the Japs will be
evacuated from here.

Res

A. Campbell

506 munition st-

Stonington

SC

No 1 Lot-

East 31st & 1st

Block 5 to map 249

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6121

PLEASE REFER TO

FILE NO.

10218

Stevenson B.C.

21 May 1942

EVACUATION SECTION	
Rec'd	MAY 25 1943
File No.	
Ans.	
Refered	Russell
HASTINGS AND GRANVILLE VANCOUVER, B.C.	

To P.H. Russell
From C.C. Robinson

NAKASHIMA Yoshio K.

The freezer is still in the store of
J.E. Webb 54 Moncton St and is
not in use as it is unsuitable for the
preservation of meat.

Hobbs has recently taken over the restaurant
at 707 No 1 Road & may be able to find
use for the freezer there.

I will follow this up after he takes
possession of 707 No 1 Rd which will
be June first next.

C.C.R.

Check this in July
or August

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
AUG 24 1942

Alexander

August 24th, 1942

File # 559

MEMORANDUM

TO: MR. ALEXANDER

FROM: MR. K. W. WRIGHT

Re: K. Nakamura

We received the following Memorandum from Mr. Mouat, dated the 19th instant, -

"The property referred to on this file appears to be owned by Yoshisuke NAKASHIMA, who appears to be an evacuee and whose file number in the evacuation section is 10218.

It would appear that the contents of your file # 559 should be handed over to the evacuation section for their file # 10218."

We also received the following "Confidential" Memorandum from Mr. Mouat, dated the 20th instant, -

"In making investigations for you in re your File # 559 I had occasion to look up file # 10218 of the Evacuation Section and therein I noticed that a Mr. T. C. King of Steveston had recently been appointed agent for the property involved.

You may remember that sometime ago I made an investigation for you in connection with File 484 and subsequently a Chinese by the name of Lum Poy visited your office and from statements made by him regarding leases he held from Mr. King in connection with Japanese property, it was considered possible that these leases did not conform with the general policy of this office.

Just recently I have been confidentially informed by representatives of the S. S. B. that they do not approve of the type of some of the agreements made by Mr. King, and it might be, therefore, desirable to examine some of these agreements and see if they are equitable and generally satisfactory to the office of the Custodian.

If you consider this matter of sufficient importance, would you bring it to the attention of Mr. Alexander."

I do not know Mr. King but mentioned the matter to Mr. Milsom, as he was in the office in connection with another case. Mr. Milsom says that King has an excellent reputation and is the appointee of J. D. Mather of this City. An expression of your views would be appreciated as we may have occasion to engage the service of someone at Steveston and our practice should be uniform. I am having the contents of our file # 559 handed over to your section for file # 10218.

KWW/CM

K. W. Wright
K. W. WRIGHT

Thomas C. King
REAL ESTATE AND INSURANCE
COMMISSIONER
FOR TAKING AFFIDAVITS

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
AUG 31 1942

*Shears
out to Sauck*

PHONE STEVENSON 128

78 GEORGIA STREET

Stevenson, B.C.

August 28th, 1942.

Mr. R. P. Alexander, Manager,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

Re: Yoshiduke MAKASHIMA, File #10218.

As I have the opportunity of renting this store, and there is a Fridigaire machine with four holes in it for keeping Ice Cream, also for freezing purposes etc, I would suggest that this machine be rented to the man next door Mr. J. E. Webb, who wishes to rent it and has offered me \$3.50 per month. This I think is a very fair rental as it is not a new machine by any means, I would judge that it would not fetch more than \$250.00 if sold. This you can see is a good percentage for it.

The parties who are taking the store do not want this as they are opening a Ladies and Gents ready to wear.

Please let me know as soon as possible if I may make this deal.

Yours very truly,

Thomas C. King

*P.S. It will not deteriorate so much
if in use, it is getting fairly
rusty now.*

10218

September 8, 1942

Thomas C. King, Esq.,
78 Georgia Street,
Steveston, B. C.

Dear Sir:

Re: Yoshisuke NAKASHIMA

Referring to your letter of August 28, we understand that you have found a tenant for the above party's property at 58 Moncton Road, said person to use the present household furniture. Will you please obtain the tenant's receipt for these articles. Kindly note that the Custodian will not rent any house furnished, using the furniture without the owner's permission.

We further note that the store equipment is being removed to central storage; we would also appreciate an inventory of these goods.

In reference to the Fridigaire machine, it will be in order for you to rent it to Mr. J. E. Webb at a monthly rental of \$3.50, as we understand that this machine will not deteriorate in use as much as it will in storage.

Yours truly,

G. D. Wilsom
Administration Department

GDM/GH

COPY

10th September 1942.

List # 69

NAKASHIMA, ~~X~~ Y~~OKASHIMA~~

From: 58 Moncton Street

To: Jap Church

Store rented to Mrs. P. P. Hobbs at \$20.00 per month.

1 Carton
1 Cece Cola tank
Chairs
1 Babby buggy
4 Tables
1 Stool
1 Wooden Cabinet
1 Desk
1 Chest Drawers
1 Iron bed, spring and mattress
4 Iron Stools
1 Iron Table
3 Iron Chairs
1 Suit case
1 Small gramophone
10 Cartons
1 Dresser with mirror
1 Crib
1 Old sofa

Left in store and house

Electric Frigidare, but this
may be taken by Mr. Webb next
door at a rental of \$3.50
per month

1 Cook Stove
1 Round heater
1 Hall clock
1 Sewing machine
4 Glass show cases
3 Counters in store

File No. 10318

MEMORANDUM

To: Major Hollister

November 15, 1942

From: Mr. Wilson

Re: YAKASHIMA, Yoshisuke

You will note on this file a claim from the J. W. Kelly Piano Co. for \$199.45, representing the balance due on a Victor Radio. This was given as a reward producing property at Stevenson and I think that the taxes should be paid from this amount and should not be held up on account of money due on a radio on which there is probably a lien.

Will you kindly investigate and report.

WJW/CH



November 28, 1942.

To: Mr. Wilson

From: Major Hollister

Re: YAKASHIMA, Yoshisuke

Replying to your memo above. The position at this date of the Japanese is that he owes the J. W. Kelly Piano Co. \$199.45 and B. C. Electric Railway Co. \$1.11. His credit balance is \$21.90. This means that in about two months time his debts could be paid and in about another two months his taxes could be paid. Actually I do not see any advantage in paying the taxes at the present time, as the penalty date has already passed. My interest

WJW

10218

January 13, 1943.

Mr. Yoshisuke NAKASHIMA,
Registration Number 11387,
Bridge River, B. C.

Dear Sir:

Re: North West Insurance Policy
Number 206110

We wish to acknowledge your letter of
December 23rd in connection with the above numbered policy.

First, I wish to advise that information
on file indicates that the location of the buildings covered
under this policy should read No. 58, Moncton Street, instead
of No. 90, and we have instructed the Insurance Company to
change this by endorsement.

The file also indicates that the building
at 58 Moncton Street is rented to P. P. Hobbs. As to further
detail in connection with rental arrangements made in connection
with your property, I will refer the file to Mr. Wilson from
whom you, no doubt, will receive further information.

I would like also to draw your attention to
the fact that there was a Policy being No. 82622 in the Sen-
tinel Fire Insurance Company which expired November 27th,
1942. This Policy covered to the extent of \$1,000.00 on
stock in trade consisting principally of confectionery goods
usual to the business of the insured.

This Policy was not renewed and we take
for granted you are no longer interested. If that is not
correct, kindly advise.

Yours truly,

E. M. Gibson,
Insurance Department.

SMG:MAD

*Not
needed
see 24/41
Jan 18/43*

MEMORANDUM

File No. 10218

January 16, 1943

To: Mr. C. C. Robinson

From: R. B. Mackenzie

Re: Yoshisuke NAKASHIMA

Will you please let us have a reply to our letter of December 3rd?

The property is at 58 Moncton Street. We understand that the tenant, Mr. P. P. Hobbs, is using some of the household furniture, so we would like a signed acknowledgment on form 14. We should also like the same from Mr. J. E. Webb (next door) who is renting a refrigerator.

We would also like a list of what effects were sent to storage to one of our warehouses.

Enclosed is a copy of J. D. Mather's list of effects.

RBM:NDE

COPY

Registration No. 01354

NAKASHIMA, Yoshisuke

INVENTORY

Goods in store:

1 bath room scale
1 clock
1 table
3 chairs
4 stools
1 mixer (milk shake)
1 straw holder
1 gum dispenser
2 kraft paper roll stands
1 ice cream machine
1 ice box for soda water
10 assorted show cases
1 cash register
40 candy jars
3 counters
1 scale

Furniture:

Sundry kitchen utensils
1 bed - complete
2 bureaux
1 sofa
1 ironing board
1 kitchen stove
1 Singer sewing machine
6 chairs
5 tables
1 kitchen cabinet
1 8-gal. crock
1 electric iron
1 heater

About 200 records - mostly Japanese

Bridge River Townsite
Shalalth P. O.
February 8th. 1943.

EVACUATION SECTION	
Rec'd	FEB 10 1943
File No.	10218
Ans.	W. A. McCall
Refer to	Milson

W. A. McCall

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Hastings and Granville,
Vancouver, B. C.

File No. 10218.

Attention: Mr. G. D. Milson.

Dear Sir:

Thank you kindly for your letter dated January 26th inst. with reference to various informations re. my property and my outstanding debts.

I understand from you that there is a credit balance in my favour for \$15.13. However, there is outstanding account for \$35.29 being the 1942 taxes and \$1.13 to B. C. Electric Railway Company. It would be appreciated if the above sums will be paid as soon as the sufficient amount is derived from the rent.

There is a claim against me from J. W. Kelly Piano Company for \$56.33. I beg to inform you regarding this matter as follows:-

I have bought a radio from J. W. Kelly Piano Company about November 1941 for the sum of \$300.00 and the insurance fee for one year being \$3.00. I have paid up all, save the above amount. When the rumour was in circulation that all the radios in possession of by the Japanese to be confiscated, J. W. Kelly Piano Company agent took my radio for safekeeping on February 17th. 1942. In view of the above fact, I feel it unnecessary to pay the balance for time being. If your opinion differs, I would appreciate to hear from you.

Thanking you for your kind attention regarding the above matters.

Yours truly,

Yoshisuke Nakashima

Yoshisuke Nakashima.
Reg. No. 11387.

C. B. 33 12 on 19-2-43

10218

February 12, 1943.

Mr. Yoshisuke NAKASHIMA,
Registration Number 11387,
Bridge River, B. C.

Dear Sir:

Re: London & Lancashire Policies #3401066,
and #3401068.

Following your letter of January 18th, I asked our representative, Mr. Robinson, at Steveston to check up on the insurance on your store furniture and fixtures, and after doing so, he has had Mr. King, Insurance Agent at Steveston, issue London & Lancashire Policy #3401066, to cover for \$400.00 on Ice Cream Frigidaire Machine, annual premium \$6.04, located in a building at 54 Moncton Street, and also London Lancashire Policy #3401068.

This latter policy covers for \$600.00 on the store furniture and fixtures and fittings, etc. located at No. 58 Moncton Street. The total of these two premiums, being \$17.98 has been paid and charged to your account in this office.

We trust this arrangement is satisfactory to you and, as far as I can tell, is in line with your request of January 18th, with the exception that you mentioned household furniture and there is no coverage on household furniture on any policy in force at the present time that I know of.

The North West Policy No. 206110 covers for \$1,250.00 on the building located at No. 58 Moncton Street (previously described as No. 90).

Yours truly,

S. M. Gibson,
Insurance Department.

SMG:MAD

March 8, 1943.

MEMORANDUM - MR. K. W. WRIGHT

Re: Yoshisuke NAKASHIMA - Evacuee
and Kisaburo NAKASHIMA - Enemy

Major McAllister has brought me this file. It is desired that \$56.33 be paid to the J. W. Kelly Piano Company on behalf of Evacuee Nakashima. The correctness of the claim has been acknowledged by Evacuee Nakashima who has asked us to make payment of this amount on his behalf.

On file is our copy of your memorandum dated February 26th addressed to the Accounting Department freezing the account.

Upon looking over our evacuee file which you will find attached, we note that Evacuee Nakashima declared that he was the owner of the property, that the title has been searched, that the claim made by Evacuee Nakashima is correct, that Vesting Certificate, Certificate of Encumbrance, etc., all show that the property belongs to Evacuee Nakashima.

Apparently the Land Registry Office had no objection to transfer of this property from Enemy Nakashima to Evacuee Nakashima and it is recalled that at the time of transfer both parties were not classed as enemies or evacuees.

It is quite possible, of course, that Enemy Nakashima transferred the property to Evacuee Nakashima, not with any thought of defrauding your Department, but purely as an elementary precaution to enable his relative to deal adequately with the property, and as such it may even be regarded as a trusteeship.

The property is revenue-producing for more than sufficient to meet carrying charges.

Surely the Evacuee who obtained title to the land is definitely entitled to some consideration and I would, therefore, request your authorization for meeting claim of the J. W. Kelly Piano Company and thereafter at your convenience would appreciate discussing with you our respective Sections' interests in the matter. I do not understand how the Foreign Exchange Control Board is in any way interested.

Evacuee File No. 10218
Internes File No. 199

March 16th, 1943.

MEMORANDUM

TO: Mr. K.W. Wright

FROM: Mr. G.H. Pears

Re: Kisaburo NAKASHIMA (In Japan)
and
Yoshisuke NAKASHIMA (Evacuee)

With regard to Mr. Alexander's memorandum of March 8th, below
is a summary of the transfer of the property from the above
named enemy to the above named evacuee -

October 15th, 1941	Transfer of property described as East 31 ft. of Lot 9, Block 5, Section 10, Range 7 West, Map 249, from enemy to evacuee.
October 28th, 1941	Letter from enemy to the Foreign Exchange Control Board, notifying them of the transfer of the real property, stock, fixtures and the \$50.00 Victory Bond to the evacuee.
November 5th, 1941	Letter from the Foreign Exchange Control Board to the Royal Bank of Canada, Steveston, stating that they do not recognize the transfer of the above property.
November 12th, 1941	Letter from the Royal Bank of Canada, Steveston, to the Foreign Exchange Control Board, stating that they had notified the evacuee that the trans- fer was not recognized by the Foreign Exchange Control Board, and stating that the consideration paid to the enemy was \$1.00.
December 20th, 1941	Mr. G.W. McPherson's letter, asking the evacuee to report the property owned by the enemy.
December 27th, 1941	The evacuee was interviewed by Mr. Wray and stated that the property, fixtures and stock were valued at

*Balance - Page 2 - dated
Nov 1, 1943 G.V.*

Ev. 10218
Int. 189

Mar. 1/43.

To - Mr. Wright.

- 2 -

\$2,000.00 and that it had been
deeded to him for \$1.00. He also
stated that the \$50.00 Victory Bond
was given to him by his brother.

We have blocked any payment to the evacuee of the net revenue
of the property.

Presumably the evacuee has disposed of the stock-in-trade and
still holds, or has sold, the Victory Bond and retained the
funds.

Mr. Alexander now asks us to pay an account owing by the
evacuee to Mr. J.W. Kelly of the J.W. Kelly Piano Company,
amounting to \$56.33, against which they hold a Radio, which
was sold to the evacuee in November, 1941, by the piano company
for \$300.00.

If we agree to Mr. Alexander's request, it will be the equival-
ent of agreeing that the evacuee is the owner of the property
and that there is no enemy interest. Mr. Alexander states
that he does not understand how the Foreign Exchange Control
Board is interested. ✓

Would you kindly let me know whether we should cancel our
instructions to the Accounting Department, withholding funds
from the evacuee or not.

GHP:JH.

9. first hand of them
letter.
see entry in file
16/3 -

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

MAY 25 1943

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO.

10218

Stevenson B.C.

21 May 1943

File No.

Ans.

306 ROYAL BANK BLDG.

Referred

MARTING AND GRANVILLE

VANCOUVER, B.C.

To P.H. Russell
From C.B. Robinson

NAKASHIMA Yoshinuke

P.P. Hobbs rents this store for \$18⁰⁰ per month including water rates. He carries a \$3000⁰⁰ stock of ladies ready to wear dress goods here and this is being damaged seriously thru leaky roof. He has tried to patch the roof but the shingles are so old that the only proper plan is to reshingle.

An estimate by Fletcher Wells Hunter Co. of Vancouver is as follows

22 squares 5x shingles @ 4 ⁷⁵	108 ⁰⁰
Labor @ 2 ⁰⁰	44 ⁰⁰
	152 ⁰⁰

Hobbs will advance the cost of the above providing he has the store rent free until the account is paid. I have inspected the roof and find its condition as described herein & something will have to be done at once.

Please advise

C.B.R.

Files: Int. 199 &
Evac. 10218.

July 7th, 1943.

MEMORANDUM

To: Mr. R. P. Alexander.

From: Mr. K. W. Wright.

Re: NAKASHIMA, Kisaburo.
NAKASHIMA, Yoshisuke.

EVACUATION SECTION	
Rec'd	JUL 8 1943
File No.	
Ans.	
Referred	

We have your memo of the 5th instant. A memo was forwarded to the Accounting Department under date of February 26th, 1943, as follows:

"With reference to the rentals received from the property known as '58 Moncton Street, Steveston', located on land described as Lot 9, Block 5, Section 10, Lot 3 North, Range 7 West, Map 249, the Custodian does not recognize the transfer of the title from NAKASHIMA, Kisaburo, to NAKASHIMA, Yoshisuke. This transaction was for the sum of \$1.00 and was made just prior to Kisaburo's departure for Japan, and it was not recognized by the Foreign Exchange Control Board at that time.

Rentals for this property are at present credited to the Evacuee Account #10218 and no disbursements, except for expenses of the property, may be made unless authorized by this department. Please make reference on your account to Internee File 199."

Just prior to the declaration of war with Japan, many Japanese applied to the Foreign Exchange Control Board for change of status. In this case Kisaburo Nakashima, according to a letter dated October 22nd, 1941, sent to the Board by the manager of the Royal Bank at Steveston, showed assets of \$550. cash. A certificate dated October 28th, 1941, was filed with the Board, indicating transfer of real estate valued at \$2000. and Victory Bond amounting to \$50.

On November 3rd, 1941, the Foreign Exchange Control Board advised the Manager of the Royal Bank at Steveston to inform the transferee, Yoshisuke Nakashima, that no disposition was to be made of the property without authority from the Board, as the transfer by Kisaburo Nakashima to Yoshisuke Nakashima was not recognized, and the property was regarded as belonging to a resident of Japan.

On the 22nd of January, 1942, Mr. G. W. McPherson wrote to Yoshisuke Nakashima that he had been in touch with the Board, and that the Custodian was holding Yoshisuke responsible for the property, also that a Vesting certificate was being filed by the Custodian. Further, Mr. G. W. McPherson wrote to the Registrar under date of February 12th, 1942, that the Custodian is not prepared to recognize the transfer as a transfer wiping out the enemy interest therein.

(over)

Insofar as our records are concerned no evidence of consideration for the transfer has been furnished, and you should write to the Evacuee and obtain all possible particulars with regard to same.

Nominal consideration is disclosed in the deed, although there may have been valid reason for the transfer in the event that the transferor was indebted to the transferee.

There is no doubt as to the Foreign Exchange Control Board's authority, as under their regulations, whenever in their opinion any person has committed or is about to commit an offence, the Board may prohibit absolutely any dealings with the property, even if it has passed from the ownership of the individual.

Upon the declaration of war, the Consolidated Regulations Respecting Trading with the Enemy (1939), become applicable, and under Section 58, the onus of proof shall rest upon the person who asserts that any property claimed by him is not within the provisions of these regulations.

We will consider the payment of Kelly Piano Company Ltd.'s claim, if you will furnish us with a copy of the reply you receive to the above suggested letter, but payment of any sum from the revenue derived from the property will be made without prejudice to the Custodian's right to claim ownership of the real estate as an enemy asset.

We return your file No. 10218 herewith.



KWW/MS

10212 & Int. 199

July 9, 1943.

Mr. Yoshinaka HAKASHIMA,
Registration No. 11367,
c/o Boston Flats Ranch,
Ashcroft, B. C.

Dear Sir:

Thank you very much indeed for your letter dated June 29th. On your behalf we have discussed with Mr. S. W. Wright, Legal Counsel to the Custodian and Manager of the Enemy Section, the matter of your interest and the interest also of Kinsaburo Hakashima in the property known as 38 Ruxton Street, Stoverton, B. C.

It is our understanding that transfer of this property was made for the sum of \$1.00 just prior to departure for Japan by Mr. Kinsaburo Hakashima and that the transaction in question was not recognized by the Foreign Exchange Control Board at that time.

On November 3, 1941 the Foreign Exchange Control Board advised the Manager of the Royal Bank in Stoverton to inform you that no disposition was to be made by you of the property in question without approval of the Foreign Exchange Control Board, as they did not recognize transfer and regarded the property as belonging to a resident of Japan.

On January 22, 1942 Mr. G. W. McPherson, Authorized Deputy of the Custodian, wrote to you to the effect that the Custodian was holding you responsible for the property and notified you at the same time that the Custodian had filed a Vesting Certificate on the property.

Insofar as our records are concerned, we have no evidence of consideration for the transfer having been furnished to us and we ask that you provide us with all possible particulars with regard to same by return mail. A nominal consideration of course is disclosed in the deed although there may have been valid reason for the transfer in the event Mr. Kinsaburo Hakashima was indebted to you. ?

There is no doubt as to the authority of the Foreign Exchange Control Board as under their regulations whenever, in their opinion, any person has committed, or is about to commit an offence, the Board may

proceeds absolutely and dealings with the property even though it has passed from the ownership of the individual. Upon destruction of war with Japan the Consolidated Regulations respecting trading with the enemy (1937) became applicable and under section 38 of said Regulations, the responsibility rests on you for proof that the property claimed by you is not within the provisions of these Regulations.

It is possible that our Enemy Section may agree to payment being made to the Kelly Plans Company of the amount claimed by them from funds which have accrued through rental of the property at 36 Hudson Street but without prejudice to the Custodian's right to claim ownership of the real estate as an enemy asset.

We look forward to hearing from you fully as to circumstances involved in the transfer of the real estate in question, as to why transfer was made and the nature and nature of the consideration which may have been involved.

In conclusion we say and it is obvious from the property at 36 Hudson Street, Manhattan, is being credited to your account with the Custodian, and the cost of taxes, etc., have been charged against the same account. The credit balance in the account in question as of today is \$109.00 but until the matter of your interest in the property has been definitely ascertained, the Enemy Department must be in a dissatisfied position with your account except for the expense of the property interest authorized by them.

Yours truly,

E. J. Alexander,
Manager.

RECEIVED

10218

6
July 14, 1943.

Mr. P. P. Hobbs,
c/o Mr. C. C. Robinson,
P. O. Box 635,
Steveston, B. C.

Dear Sir:

With reference to your request to install a bath and hot-water boiler at the premises, 58 Moncton Street, Steveston, with the understanding that when you leave you may take these items with you. We have no objections providing that the premises are left in the same conditions as before installation and in no way damaged through these installations.

Yours very truly,

Geo. Peters,
Administration Department.

GP:EB

1033A &
Encl. 199

August 18, 1943.

Mr. Yoshiohiko HAKAGISHI,
Registration No. 11387,
c/o Boston Flats Ranch,
Box 1830,
Ashcroft, B. C.

Dear Sir:

Thank you for your letter dated August 16th and for the information contained in your letter. We will on your behalf further discuss the matter of your interest in the property known as 38 Houston Street, Dorchester, with Mr. E. W. Wright, Legal Counsel to the Custodian and Manager of the Enemy Section, Office of the Custodian.

It would be of help both to you and to us if you would, in support of your contention, forward to us not only the Certificates of Title mentioned by you but if you would also provide us with more particulars covering your final arrangements with your brother. Specifically, we request that you give us information as to the total amount due to you by your brother for wages from February 1936 to November 1941, estimate the cost of the free board you obtained and give us an indication of the value at which you and your brother regarded the property as being worth at the time you reached settlement with him.

Yours truly,

R. P. Alexander,
Manager.

RP:MA

REC'D AUG 17 1943

File No. _____

Ans. _____

Referred *Alexander*

August 16, 1943.

4-Boston Flats Ranch,
Box 1830,
Ashcroft, B. C.

Canada
Department of the Secretary of State,
Office of the Custodian,
Vancouver, B. C.

File No. 10218 & Int. 199

Attention Mr. R. P. Alexander

Re: the property known as 58 Moncton Street, Steveston, B. C.

Dear Sir:

Thank you kindly for your letter dated July 9, 1943 Re:
the above.

I beg to inform you the matter in question as follows:

Ever since I came to Canada on February 1936, until
the out break of war between Canada and Japan, I have worked
steadily for my brother, Kisaburo Nakashima while he was
carrying on with his business.. Due to the business con- *claim vs*
ditions he has failed to pay my wages except that I was *brother's money*
getting free board from him. *is property?*

Prior to his sailing for Japan I have requested him
to pay up my back wages for these years. He lacked the
cash to pay me. As a result he has agreed and I also
agreed with him that I should take full and legal possession
of the above property. I am now in possession of the title
for the above property. The said title being issued to
me on the 7th day of November, 1941. From certificate
No. 67841 E and No. 146997 E.

Trusting the above informations be sufficient to clear
up the matter and meet with your approval.

Yours truly,

Y. Nakashima

Yoshisuke Nakashima
Reg. No. 11387

August 25, 1943.
% Boston Flats Ranch,
Box 1830,
Ashcroft, B. C.

Canada
Department of the Secretary of State,
Office of the Custodian,
Vancouver, B. C.

File No. 10218 & Int. 199

Attention Mr. R. P. Alexander

Dear Sir:

Answering your letter of August 18, 1943 inst Re- the property known as 58 Moncton Street, Steveston B. C. I beg to inform you as follows:

From March 1, 1936 to December 1938 my wages was agreed at \$50.00 per month and board. In the year 1939 I have worked full 12 month at \$75.00 and board. In the 1940 I have worked for 4 months, that is from January to end of April at the same rate of \$75.00 per month and board. In the year 1941 again 4 months from August to end of November at the rate of \$75.00 per month and board. The total amount owing to me by my brother Kisaburo Nakashima was \$3,200.00 out of which I have received from him from time to time as my spending money to the approximate amount of \$225.00. Furthermore as to the cost of free board which I have received was about \$18.00 per month.

As to the valuation of the above described property at that time was about \$ 3,000.00.

Trusting this would meet with your approval and thanking your kind attention.

Yours truly,

Y. Nakashima
Yoshisuke Nakashima,
Reg. No. 11387

EVACUATION SECTION	
Rec'd	AUG 31 1943
File No.	10218 & Int 199
Ans.	DM
Referred	W. J. Anderson

September 2, 1943.

MEMORANDUM - MR. WRIGHT

Re: Enemy File No. 199 and 58 Moncton Street, Steveston.

Would you please be good enough to refer to your memorandum of July 7th in connection with your Enemy Kinsaburo NAKASHIMA and his brother, Evacuee Yoshisuke NAKASHIMA, with specific reference to the property mentioned above. You will recall that three small matters are at present at issue and these are:

1. You state that you are willing to consider payment of the amount due to the Kelly Piano Company of \$56.33 conditional upon our providing you with copy of letter to us from Yoshisuke NAKASHIMA. The required copy is attached and we look forward to receiving your authorization for requisition of cheque to the Kelly Piano Company.
2. You will recall that claim to ownership of the real estate as an enemy asset is in part attributable to the purely nominal consideration discussed in the deed although you agree, of course, that there may have been valid reason for the transfer in the event that the transferor was indebted to the transferee. Your surmise regarding possible indebtedness appears to be quite correct as you will note from attached copies of letters to us from Yoshisuke NAKASHIMA dated August 16th and August 25th respectively. Are you prepared to regard the real estate at 58 Moncton Street as a purely evacuee property subject, of course, to the possible rulings of the Foreign Exchange Control Board?
3. On the presumption that you agree to evacuate control of the property and to extinguishment of what may have been regarded at one time as an enemy interest, would you please indicate whether or not you have any objection to my writing to the Foreign Exchange Control Board for their decision in the matter as suggested in memorandum to you from Mr. Pears dated August 20th.

Purely for your ready reference, you may wish to refer to memorandum to you from the Evacuation Section dated March 18th.

I must confess that I cannot quite appreciate the interests in the matter of the Foreign Exchange Control Board and having reviewed both files, the property appears to me to be purely evacuee owned and I do not see basis of justification for interest in the matter either by the Foreign Exchange Control Board or the Enemy Section.

EP:MA
Encs.

Page 2 of 2

RECEIVED - 10.10.1942

NO. 100	1
NO. 100	
NO. 100	
NO. 100	

Re: Winston Churchill (in Japan) and
British Intelligence Service

Receipt is acknowledged with thanks of your communication
dated September 24th.

I note that you are currently advertising this particular
matter for sale. I understand from you previously that the Foreign
Exchange Control Board absolutely prohibited any dealings with the
property.

I do not see that there is much further that the Executive
Committee can do in connection with either the real estate
or the business of the company with the Kelly Pinn Company's claim
of ownership. If you so desire, I am quite prepared to have a notice
of sale transferred permanently to the Navy Section so that you may,
in the future with any interest in the property of your own, deal also
with British Intelligence Service.

I would appreciate hearing from you as to whether you
will be willing to accept the revenue file. Alternatively, if you desire
the revenue Section to continue any work on this file, please let us
know as early as possible to you of September 2nd.

Handwritten:
The case
is now
open
with the
Navy
Section
opened
W.W.V.

EVACUATION SECTION	
Rec'd	SEP 23 1943
File No.	10218
Ans.	✓
Referred	Gibson

September 20, 1943
 % Boston Flats Ranch,
 Box 1830,
 Ashcroft, B. C.

sent to Wright

Canada
 Department of the Secretary of State,
 The Custodian's Office,
 Vancouver, B. C.

Gentlemen:

re Sun Life Pol. # 2046580

In reply to your letter of September 18th 1943 concerning the insurance premium, which I have the responsibility of paying, I wish to advise you that the policy assures the life of my sister who sailed for Japan some time ago, while I being the beneficiary of this insurance.

Kosuke Nakashima

Nov. 1/41

If such is the case, is it possible that I, the beneficiary of this insurance, have the right to obtain the face value of the policy at maturity? In addition, I wish to advise you that assured my sister requested me for the payment of its premium and the receiving of the face value at maturity.

I am very much eager to hear your reply, so please give this matter your full and prompt attention.
 Thank you.

Yours very truly,

Y. Nakashima

Y. Nakashima
 Reg. No. 11387

Policy matures Dec. 1/44

*See Memo
 Oct 25/43*

199
Legal Department

912 Royal Bank Bldg.,
Vancouver, B. C.
October 2nd, 1943

Percy P. Hobbs & Mrs. Florence Hobbs,
58 Moncton Street,
Steveston, B. C.

Re: Lot 9, Block 5, Section 10,
Block 3N, Range 7W, Map 249,
(save and except the West 19
feet thereof) H.W.D., known as
58 Moncton Street, Steveston, B.C.

Dear Sir and Madam:

With reference to your offer to purchase the above noted property, attached please find a Statement of Adjustments as at October 1st, 1943, showing a balance of \$6.11, in favour of the Custodian. Upon receipt of your remittance for this amount, we will proceed to register title to the property in your names. It is understood that possession of the property does not pass to you until registration is complete.

In the meantime, you may withhold payment of your October rent and if sale is completed, no rent for October will be due to us.

Taxes for 1943 have been paid and we have credited you in the Statement of Adjustments with the portion for the period from January 1st to September 30th.

Water Rates have been paid for the six months ending December 31st, 1943, and we have debited you in the Statement of Adjustments with one-half of these rates.

When registration is complete, Fire Insurance will be transferred to your names and the policy sent to you.

Certain chattels owned by Yoshisuke NAKASHIMA

199

-2-

October 2nd, 1943

Percy P. Hobbs & Mrs. Florence Hobbs,

are on the premises in your custody and it is understood that we are to have access to these goods for the purpose of either removal or sale, both prior to and after completion of the sale of the property to you.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GHP/JT
Encl.

November 2, 1943.
% Boston Flats Ranch,
Box 1830,
Ashcroft, B. C.

Canada
Department of the Secretary of State,
The Custodian's Office,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	NOV 5 1943
File No.	10218
Ans.	
Referred	Nakashima

Gentlemen:

I have written to enquire on the matter concerning my Victor radio 59 #258 stored at J. W. Kelly's Piano Co. Ltd. I purchased this radio at the sum of \$300.00 and have paid \$250.00 of this sum. But unfortunately I am very glad if you could postpone my payment till coming year.

If this could be done please give me your approximate value of my radio at present moment. Kindly communicate with Kelly's and please give me your reply soon.

Yours truly,

Yoshisuke Nakashima
Reg. No. 11387

Y. Nakashima

To: Mr. Wright

Memorandum to File 10218

Nov. 8, 1943

From: Specified Articles Dept.

Re: Yoshinaka NAKASHIMA, Reg. #11387

This man owns a radio on which the J. W. Kelly Piano Company have a lien. This radio was purchased at a price of \$300.00, and has been valued at \$298.00.

In November, 1942, a payment of \$104.12 was made on this radio, leaving a balance of \$56.33. The account at presents is as follows:

Balance due on lien	\$67.33
Cartage	1.50
Storage @ .50 per month	<u>10.00</u>
	\$78.83

The carrying charge is \$1.00 per month.

On February 27, 1943, Nakashima agreed that the lien should be paid off at the rate of \$15.00 per month. No payment was made, however, as the funds credited to his account were derived from property which had been transferred to him by his brother in October 1941, and the funds have been frozen pending a decision in regard to this transfer. See memorandum of August 20, 1943.

Has any decision been reached in regard to this matter?

C
O
P
Y

SUN LIFE ASSURANCE COMPANY OF CANADA

Royal Bank Building,
Vancouver, B. C.
December 3rd, 1943

Mr. S. M. Gibson,
Office of the Custodian,
Insurance Department,
5th Floor, Royal Bank Building,
Vancouver, B. C.

Dear Mr. Gibson: Re: Policy No. 2,046,580 - Nakashima, Mrs. Koshiga

The request of the Assignee, Yoshisuke Nakashima, through your Department to be advised of the status of the policy and asking if there would be any difficulty in him receiving the policy proceeds as Assignee has had the attention of our Montreal Office. We are now informed that the Company has an arrangement with the Custodian whereby the proceeds of Endowments due to enemies are to be paid to the Custodian regardless of the fact that Evidence of Existence is not available. In such cases we pay the maximum amount known to be payable at the date of maturity, subject to any necessary adjustment when communications are restored.

In this particular case both the assured and beneficiary are believed to be in Japan and they both joined in an assignment dated the 25th of October, 1941, to Yoshisuke Nakashima. It would therefore seem in the circumstances as they exist at the present time, that the Company would be prepared, without evidence of existence, to pay the maximum amount definitely known to be payable under the policy either to the assignee and the Custodian jointly, or upon the Custodian's written instructions to the assignee alone, and subject, of course, to surrender of the policy contract which we presume is in the keeping of the Assignee.

It should be particularly noted this is not to be taken as any definite indication of what will be done upon the maturity date, but just what can possibly be done if circumstances continue as they are at the present time.

Yours faithfully,

"C. E. Hay"

BRANCH SECRETARY

CEH/ILQ

10218

January 31, 1944.

Mr. Yoshisuke NAKASHIMA,
Registration No. 11387,
c/o Boston Flats Ranch,
P. O. Box 1830,
Ashcroft, B. C.

Dear Sir:

Re: Fire Insurance

London & Lancashire Guarantee & Accident
Policy No. 3401352 has been issued to cover for
\$400.00 on Ice cream, Frigidaire Machine while lo-
cated at 54 Moncton Street, Steveston, B. C. This
is a renewal of Policy No. 3401066.

London & Lancashire Guarantee & Accident
Policy No. 3401351 has been issued to cover for
\$600.00 on store trade and office furniture and fix-
tures while located at 58 Moncton Street, Steveston,
B. C. This is a renewal of Policy No. 3401068.

The premiums for one year amounting to \$17.98
are being paid to the insurance company and charged
to your account.

Yours truly,

S. M. Gibson,
Insurance Department

SMG:JS

Thompson & Binnington Limited

AUCTIONEERS AND APPRAISERS

ESTABLISHED 20 YEARS

ROYAL TRUST BUILDING.

626 PENDER STREET WEST.

VANCOUVER, B. C.

4
EVACUATION SECTION

Rec'd FEB 26

File No. 10218

Ans.

Referred *Peters*February 23rd. 1944. *Green*

Department of the Secretary of State.
Office of the Custodian.
Royal Bank Bldg.
City.

Attention Mr Peters.

Dear Sir:

Re. ^a Nakishimi. 58 Moncton St. Steveston. B.C.

As per your request the writer personally inspected and appraised the fixtures belonging to the above party.

The following is an Inventory and appraisal of each article :-

1- 5' Showcase
1- 8' Fir Counter

\$17.50
4.00

Yours truly.
THOMPSON & BINNINGTON LIMITED.

W. S. D. Thompson

10218
53.12.44
9/12

Files 10218
4932

March 17th, 1944.

MEMORANDUM

To: Mr. Green

From: Mr. Mackenzie

Re: Yoshisuke NAKASHIMA
Tsumikishi HAMAGUCHI

Your memorandum of March 11th, 1944

1. 58 Moncton Street occupied by Mr. and Mrs. Hobbs who have purchased the property from Y. Nakashima contains the following chattels as shown on List No. 69:

1 Cook Stove
1 Round Heater
1 Wall Clock
1 Sq. Sewing Machine
1 Refrigerator (at Webbs next door)

These will be brought to the kindergarten to be sold at auction.

1 8' Fir Counter (appraised by Thompson and Binnington, February 23rd at \$4.00. Hobbs would like to buy this and will probably pay the appraised price which I would recommend)

1 5' Show Case (appraised by Thompson and Binnington on February 23rd, at \$17.50)

2. 1 6' Show Case priced by Thompson and Binnington February 23rd, ~~\$23.20~~ 2. ~~23.20~~
1 6' Show Case priced by Thompson and Binnington February 23rd \$17.50
1 6' Show Case priced by Thompson and Binnington February 23rd (Damaged) \$15.00
1 6' Show Case priced by Thompson and Binnington February 23rd \$20.00

Owned by Tsumikishi Hamaguchi (File 4932) 67 Moncton Street, loaned to Mr. and Mrs. Hobbs 58 Moncton Street.

3. Mr. and Mrs. Hobbs wish to buy the five Show Cases mentioned above (1 belonging to Yoshisuke Nakashima and 4 belonging to Tsumikishi HAMAGUCHI) and have offered \$75.00 for the lot. I would recommend acceptance of this offer as I do not believe we could obtain nearly that amount in an auction after deducting the expense of same.

(over)

MEMORANDUM

To: Mr. Green

From: Mr. MacKedzie

B. At 67 Moncton Street are 4 Hall Cabinets
priced by Thompson and Birmingham on Feb-
ruary 26th as follows:

1 Hall Cabinet
49 Small Drawers
4 Large Drawers (very old) \$12.00

1 Hall Cabinet
49 Small Drawers
4 Large Drawers (very old) 12.00

1 Hall Shelving
6 Glass doors 6.00

1 Hall Cabinet
2 Glass doors 7.00

Blackburn wants to buy these and would prob-
ably pay the appraised prices. I would re-
commend acceptance.

RM

RM:JS

MEMORANDUM

File No.: 10218
4932

March 11th, 1944

To: Mr. Mackedia

From: Mr. Green

Re: NAKASHIMA, Yoshisuke
HAMAGUCHI, Tsunikichi

Before I put up to Mr. Shears the question of disposal of the fixtures on these two files, I should like to recapitulate the position and have your advice on one or two points.

Mr. and Mrs. Hobbs, have purchased 58 Moncton Street, being premises belonging to Yoshisuke Nakashima, file 10218, of which they were tenants. Contents were moved to storage September 10th, 1942, except for:

1 Cook stove	} and one refrigerator next door.
1 Round heater	
1 Hall clock	
1 Square sewing machine	
4 Glass show cases	
3 Counters	

Apparently these still remain except that there are now only:

1 Large show case	valued by Thompson at \$17.50
1 Counter	valued by Thompson at \$ 4.00

The other showcases and counters have been moved to storage 6/3/44.

Turning now to Tsunikishi Hamaguchi, 67 Moncton Street, file 4932, it appears that everything was moved 28/9/42 except:

Glass showcases	
1 Cook stove	
1 Round heater	
1 New sink (since stolen)	
1 Large clothes press	
2 Kitchen tables (and built-in fixtures)	

March 11th, 1944

It later appears (September 22nd, 1943) that there were six large and two small showcases of which four 6 ft. long have been appraised by Mr. Thompson at \$20.00, \$17.50, \$15.00, and \$20.00 respectively. This appraisal was made on February 23rd, 1944, and some other fixtures at the same address on February 26th.

Apparently Mr. Hobbs wrote to Tamm's Law Firm - such as per letter of December 15th and offered \$75.00 for the showcases. This was turned down by the owner, though from the valuation given above, it appears a reasonable price and we have also a letter from Mr. J. R. Anderson, putting them at \$15.00 apiece and saying that he is doubtful whether we would obtain this price at auction.

To clear the position, I should like the following comments and action.

(1) Josephine HAKKENIN, file 10318-6 is the refrigerator still next door and should it not be moved to sale by auction.

(b) I think the machine should also go to auction together with the case and round heater unless Hobbs wishes to buy them, in which case, we will have them valued and sold to him.

(c) When I know about this, I will put a recommendation before the Committee that Mr. Hobbs be allowed to buy the items appraised by Mr. Thompson if they are still required.

(2) Tamm's Law Firm, file 10318-6 (a) Does Hobbs wish to buy all the appraised items? If he does, I will put these up to Mr. Spence at the same time.

(b) This will leave only the case stove and round heater which should be removed to auction if Mr. Hobbs does not wish to buy them.

HRO:IL

MEMORANDUM

File No.: 10218
4932
1366

March 22nd, 1944

To: Mr. Shears

From: Mr. Green

Re: HANAGUCHI, Teimikichi
MIKI, Dorothy Haruko
YAKUSHIMA, Yoshiyuko

Showcases, as you know, are very difficult to dispose of at reasonable prices. I recommend the following sales be passed at prices appraised by Mr. Thompson of Thompson and Hinington.

1 x 5' Showcase.....	\$17.50
1 x 8' Fir Counter.....	4.00
	<u>\$21.50</u>

Appraised on 23/2/44, File 10218, Yoshiyuko Yakushima whose property they are, and situated at 50 Houston Street, sold to Mr. Hobbs.

1 x 6' Showcase.....	\$23.30
1 x 6' " "	17.50
1 x 6' " "	15.00
1 x 6' " "	20.00
	<u>\$75.80</u>

Appraised 23/2/44, File 4932, Teimikichi Hanaguchi whose property they are, and situated at 50 Houston Street, where they have been on loan to Mr. Hobbs. Teimikichi Hanaguchi's address was 67 Houston Street; these premises were broken into, so that it was thought advisable to have contents moved to storage, except for the showcases, which were loaned as already mentioned.

(P.T.O.)

1944

Finally, there is a home-made combination counter and drawers, the property of Mrs. Dorothy Harris, 4110 51st, valued at \$10.00 by Thompson on 2/2/44. This was originally stored at 49 Madison St. and loaned to Mr. Henderson when contents were moved. I recommend sale of this piece, as these articles are frequently knocked down for a song at auctions, and are also scarce.

1	Roll Cabinet.....	\$12.00
1	"	12.00
1	Roll operating, glass	6.00
1	Cabinet, glass	4.00
1	Roll.....	1.00
1	Roll.....	1.00
1	Roll.....	1.00

Also belonging to Frederick Thompson are the following, appraised by Thompson 2/2/44 on file 4932. These are seat-fixtures and I recommend their sale to Mr. Henderson at the appraised prices.

Mr. Hobbs wrote Frederick Thompson direct and offered \$15.00 for these four pieces, but was turned down 12/12/43 on file 4932. Mr. Henderson (of only store) gave Mr. Hobbs a letter on this file (undated) to say that \$15.00 pieces would be a good price and that they would probably not fetch this at auction.

MEMORANDUM

File No.: 10218

April 4th, 1944

To: Mr. Shears

From: Mr. Green

Re: Yoshisuke NAKASHIMA

Will you kindly put before the Rural Advisory Committee the following offer.

The following showcases belong to this Japanese and are situated on his premises at 58 Moncton Street. These premises have been sold to Mr. Hobbs and Mr. Hobbs wishes to buy the showcases. They were inspected and appraised by Mr. Thompson of Thompson and Binnington on February 28th and we have on file his signed statement valuing them as follows.

1 x 5' Showcase.....\$17.50

1 x 8' Fir Counter.... 4.00

\$21.50

L.A.S. will advise

HFG:IF

file time

MEMORANDUM

April 17, 1944.

File 10218

To: Mr. Green

From: Mr. Spain

Re: Y. NARAHITA

A. Mole Frigidaire Ice Cream Machine.

The above mentioned article has been brought from Steveston to Vancouver and will be included in Vancouver Auction No. 17 on April 18, 1944.

Wm. W. Hyman

WWS/pls

Not advertised in time - sent one R. and 7th

10218

To Mr. R. Z. Mackenzie

M. M. Harris

Stenshi
27 March 4

Re NAKASHIMA Y

The A hole Originals Ice
cream machine lately stored
in West's Store, has been brought
to our No. 1 who for auction
either here or to be sent to
Vancouver await instruction.

M. M. Harris

Order Given Richmond
april 10/44
W. W.

P. Span

via Richmond
banger, I
think

bring in please
to auction in Vancouver

10218

May 30, 1944

Mr. Yoshisuke NAKASHIMA,
Registration 11387,
Box 1830,
Ashcroft, B. C.

Dear Sirs

In reply to your letter of May 29th,
we wish to advise that the Custodian has no objection to
your arranging with the J. W. Kelly Piano Company for the
shipment of the radio which you stored with that company.

Yours very truly,

F. Matheson,
Specified Articles Department.

cc: J. W. Kelly Piano Co. Ltd.

10218

May 30, 1944

The J. W. Kelly Piano Co. Ltd.,
632 Seymour Street,
Vancouver, B. C.

Dear Sirs:

Yoshisuke NAKASHIMA, #11387
Box 1830, Ashcroft, B. C.

This man has written us asking for permission to have the radio, which is stored at your warehouse, released for shipment.

As we know of no reason why this radio should not be shipped, we have written Nakashima as shown in the copy of letter attached hereto.

According to our records, your company had a claim for the unpaid balance of the purchase price of this radio. In order that our records may be complete, please advise us when shipment is made, and also let us know if the outstanding balance has been settled.

Yours very truly,

F. Matheson,
Specified Articles Department.

Enclosure

26th June, 1944.

MEMORANDUM

To: Mr. Green

From: Mr. F. G. Shears

Re: Yoshinaka NAKASHIMA

In reference to your memorandum of April 4th the matter was considered by the Advisory Committee on the 16th May and they have advised that it will be in order to dispose of these items to Mr. Hobbs at the appraised price of \$21.50.

attached to RDM

F. G. Shears

F. G. Shears,
Director.

753/752

File No 10218

EX-100-100000	Box 1830
Rec'd JUL 4 1944	Ashecroft B.C.
File No.	
Ans. 7/7/44	July 3 1944
Referred	Spain

Dear Sir

I would like to have my
double bed complete, all my spoons,
forks and knives, and one dozen cups
and saucers, and Japanese tea pot
and kettle, also all 6 aluminum pots
and frying pans. which I left in
back of my store which located
in Steveston. The ^{former} address is
58 Moncton St. Steveston

Will you please send these goods
as soon as possible

Yours Truly

Y. Nakashima

My address is
Y. Nakashima
c/o Mr. T. Dor
Box 1830
Ashecroft B.C.

July 5th, 1944

File No. 199 &
Evacuee 10218

MEMORANDUM

TO: MR. K. W. WRIGHT

FROM: MR. G. H. PEERS

RE: Yoshisuke SAKASHIMA, Evacuee
& Kinsuro SAKASHIMA, (IN JAPAN)

With reference to Mr. Wilson's memo of the 4th instant, my memo to you of March 16th, 1943 covers the reasons for blocking payments of funds to the Evacuee derived from the property or equipment owned by the enemy.

Since the date of my memo, the Evacuee has written us stating that the transfer of the assets from his brother to him was in payment of wages from 1936 to the Outbreak of War. See letter of August 16th, 1943. The Evacuee was asked for further proof but it has not been supplied.

Of the chattels sold by the Custodian some, no doubt, are the personal belongings of the Evacuee and funds from the sale of these might be remitted to him but it must be kept in mind that prior to Evacuation, the Evacuee disposed of the stock in trade and retained a \$50.00 War Bond both of which had been the property of the enemy. The personal chattels sold from the Auction sheets on the Evacuee file appear to be as follows:

Kitchen Range	\$10.00
Bed and Spring	13.00
Wall clock	5.50
Sewing Machine	50.00
Granite Ware & Aluminium pot	<u>2.75</u>
	\$81.25
Less Auction expense	<u>22.68</u>
Net	<u>\$58.57</u>

G. H. PEERS

CHP/PA

199 Int.
10218 Evac.

509 Royal Bank Building
July 6th, 1944

Mr. Yoshisuke NAKASHIMA
Ashcroft, B.C.
Box 1830.

Dear Sir:-

With reference to your letter of June 27th, 1944 we enclose, herewith, our cheque in your favour amounting to \$58.57 which is the proceeds of the Sale of Chattels owned by you which have been sold at Public Auction as listed below:

Kitchen Range	\$10.00
Bed and Spring	13.00
Wall clock	5.50
Sewing Machine	50.00
Granite Ware & Aluminium pot	2.75
	<u>\$81.25</u>
Less Auction expense	22.68
NET	<u>\$58.57</u>

The Custodian has also sold the following goods:

Frigidaire & cabinet	\$107.00
Cash Register	11.00
Glass show case	4.00
Glass show case	8.00
Show Case	2.25
Show Case	1.75
2 small glass show cases	3.25
Miscellaneous	6.60
Show damaged	.75
	<u>\$144.60</u>
Less Auction expense	32.66
NET	<u>\$111.94</u>

These goods would appear to be part of the store equipment owned by your brother, Kisaburo NAKASHIMA, and transfer of ownership of your brother's assets to you was not recognized by the Foreign Exchange Control Board. However, if any of these goods do not belong to your brother, upon receipt of documentary evidence of your ownership, the Custodian will give consideration to the matter of releasing the proceeds of their sale to you.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GHP/PR
Encl.

Antist Colombia
Security Commission
360 Adams Street
Vancouver B.C.

1830
August 18.6
Aug 8.21

ENEMY SECTION	
Rec'd	AUG 10 1944
File No.	
Ans'd	
Refer'd	

Dear - Sue

I received your letter of July 22 and I hope
because we little money I can't really
Please not for money if you ~~may~~ think so
Karlens relationship is thing
I don't know as would you like him money
Please send for me it is because I am for to them

177 107
JLH:10
10013
your sincerely
J. relationship

10218

509 Royal Bank Building
Vancouver, B. C.
August 10th, 1944

Mr. Y. Nakashima
Box 1830
Ashcroft, B. C.

Dear Sir:-

We have received your letter of the 8th instant but regret to advise you that we are unable to understand what you wish to say.

Will you kindly write us again and we suggest that you have some friend or relative assist you so that your meaning may be clear.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GWP/TR

Box 1830

Ashcroft B.C.

Aug 16 1944

ENEMY SECTION	
Rec'd	AUG 17 1944
File No.	
Ans'd	
Refer'd	

Dear Sir:

File No. 10218

In answering to your letter of Aug. 10.
The store which located on 58 Monckton St.
Stevedon you said that belong to my brother
H. Nakashima. You said the store doesn't belong
to me but I worked for my brother when he
was in Stevedon and in change he had
given me his store when he was going away.
I don't know what you did to my store and the
goods if you action them please send me
the money.

Yours truly

Y. Nakashima

Int. 1502
Int. 199
10218

November 25, 1944.

Sun Life Assurance Company of Canada,
Royal Bank Building,
VANCOUVER, B. C.

Dear Sirs:

Re: Policy No. 2046580
Mrs. Koshige HAKASHIMA

I wish to acknowledge yours of November 13th. We have studied the information on file concerning this policy and we understand that the policy is a 15 year endowment plan maturing on December 1st with cash equity as shown in your letter to be \$933.57 at December 1st, 1944, this amount including an annual dividend of \$7.16 payable at maturity date upon receipt of evidence of existence of the assured.

We further understand that the contract was assigned to Yoshisuke Nakashima by both the assured and the beneficiary, Kiseburo Nakashima, who left this country for Japan, and that this assignment took effect on the 25th day of October, 1941, prior to the outbreak of war with Japan. Under these circumstances we understand that Yoshisuke Nakashima is entitled to receive the proceeds of this policy.

Please be advised that the Custodian has no objection to the Sun Life making payment to Yoshisuke Nakashima. Your cheque should be made payable to him and directed to him through this office in the usual way.

We understand that the annual dividend of \$7.16 cannot be paid until the Assignee can furnish you with evidence of existence of the assured as at maturity date of the contract. We have written to Yoshisuke Nakashima to send the policy contract to you direct or through this office, and if received here, we will forward same to you.

Yours truly,

S. M. Gibson,
Insurance Department

SMG:JS

The Royal Bank of Canada

Please address
all communications
to the Manager

Refer to file

Steveston, B.C.

December 18, 1944

Mr Yoshisuke Nakagima,
Registration Number 11387.
P.O. Box 1830.
Ashcroft, B.C.

EVACUATION SECTION	
Rec'd DEC 20 1944	
File No. 10218	
Ans.	
Referred	<i>Gilson</i>
<i>des Charlotte</i>	

Dear Sir:

With reference to your letter regarding Life Insurance Policy, which you say is in your safedeposit box. We note that you have no safe deposit box rented from this branch, but you did have a safe-keeping envelope, which may have contained the policy.

In accordance with instructions from the Department of the Secretary of State, we forwarded the safe-keeping envelope to them February 3rd, 1942, and we advised them accordingly December 6th, with respect to their letter to you of November 25th, last.

A copy of this letter is being forwarded to the Department.

Yours truly,

J. Grisdale

J. Grisdale.
Manager.

Copy for Department of Secretary of State.

SUN LIFE ASSURANCE COMPANY OF CANADA

HEAD OFFICE: MONTREAL

VANCOUVER BRANCH
A.L. WRIGHT, C.L.U., BRANCH MANAGER
H.A. FAIRBAIN, ASSISTANT MANAGER
G.E. HAY, BRANCH SECRETARY

ROYAL BANK BUILDING

VANCOUVER, B.C.

EVACUATION SECTION

IN ALL CORRESPONDENCE ABOUT POLICIES
REFER TO THEIR NUMBERS

Rec'd DEC 21 1944

December 19, 1944.

File No. 10218

Ans. *Sm (JS)*

Referred

Attention: Mr. S. M. Gibson,
Office of the Custodian,
Royal Bank Building,
Vancouver, B. C.

Dear Sirs: Re: Policy #2,046,580 - Koshige Nakashima (Mrs.)

Please accept our thanks for your letter of the 19th instant enclosing the above mentioned policy. This completes our requirements and we are pleased to enclose the Company's cheque for \$926.71 payable to the order of "Yoshisuke Nakashima", assignee, in full settlement of all claims which please forward to him in due course.

Yours faithfully,

HA

BRANCH SECRETARY.

CEH:WR
Encl. 1

P.O. Box 1830

Oshagami, B.C.

Dec. 27 1944

The Custodian's Office
The Secretary of State of Canada
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	DEC 27 1944
File No.	102187
Ans.	
Date	Gibson

Gentlemen —

I received your letter of November 25th concerning about my life insurance being matured on December 1st 1944.

In your letter it said to send the policy to you or to the Sun Life Insurance directors.

Therefore I sent the letter asking the Bank Manager to send the policy which was in the Royal Bank of Canada as instructed.

But, few days ago I received the letter from the Manager of the Bank, Mr. Goodale saying that he would send it to you on February 3rd 1945 according to your instructions.

Why is it that you send us such letters saying to send the policy when you have the policy almost 7 years.

When he send me the cheque soon as possible for I am in great need of it.

Trusting that you will do your best and send it to me in your earliest convenience.

Yours truly,

J. Nakashima

File 2022

26th November, 1945.

MEMORANDUM.

To: Mr. Peters

From: Mr. F. G. Shears

35 Monston Street.
Re: Yoshisuke NAKASHIMA

I have seen Mr. E.N. Johnston of the Foreign Exchange Control Board in reference to their letters of November 3rd and 14th, in which they rule that disposition of this property should not be made without the consent of the Board.

I have advised Mr. Johnston that the property has been liquidated and the funds are held by this office and I am expecting a letter from him in which he will state that they have no further interest in this matter and in view of the fact that the transfer of the property took place prior to the outbreak of war, it will be in order for funds on hand to be released to Mr. Yoshisuke Nakashima.

F. G. Shears,
Director.

FCS/RMS

Foreign Exchange Control Board

VANCOUVER, B. C.

WHEN REPLYING
PLEASE GIVE THIS REFERENCE

ENEMY SECTION

Rec'd DEC 19 1945

File No. _____

Ans'd _____

Refer'd _____

November 26, 1945

EVACUATION SECTION

Rec'd NOV 27 1945

File No. _____

Ans. _____

Refer'd _____

The Custodian of Enemy Property,
675 West Hastings Street,
VANCOUVER, B. C.

Attention F.G. Sheares, Esq.,

Dear Sir:

*name
interchanged*
Yoshisuke NAKASHIMA x

When, in 1941, the
above-named turned over certain real
property to his brother, ~~Kisaburo~~
Nakashima for the consideration of \$1.00
and then returned to Japan we forwarded
to you copies of our letters to the
Royal Bank of November 3rd and 14th, 1941
requesting that no further dealings
in the property take place without our
consent.

We understand that you
have now sold this property and wish to
distribute the proceeds. The conditions
set out in our letters of November 3rd and
14th are withdrawn.

Yours truly,

E. M. Johnston
E. M. Johnston,
Vancouver Office.

1021E
4743

February 5th, 1946.

Mr. Yoshisuke NAKASHIMA,
Reg. No. 11387,
Box 1830,
ASHCROFT, B.C.

Dear Sir:

On reviewing the file of Mrs. Yasuno NAKAMURA it is noted that she declared the following chattels left at 58 Moncton Street, Steveston, this property then being owned by you.

1 Bed	Kitchen utensils
1 Heater	1 Kitchen stove

On reviewing your file it is noted that among other goods removed from this address on September 10th, 1942, sold at auction and credited to your account, were the following:

Double bed	Kitchenware
box heater	Kitchen range

Will you confirm that these goods belong to Mrs. NAKAMURA so that we may credit her account with the proceeds?

Yours truly,

A. B. Mackenzie
Protection Department

RBH:LEE

P.O. Box 1830

Chicago Bldg

February 26th 1946

Department of the Secretary of State
Office of the Custodian
506 Royal Bank Bldg.

Hunting and Grinnell

Denver Bldg

EVACUATION SECTION	
Rec'd	FEB 28 1946
File No.	10218
App'd	W. L. Smith R. M.
Referred	Peters

Dear Sir—

Owing to your letter of February 5th you wanted me to confirm the goods you mentioned belongs to Mrs. Takemura, but, the good you mentioned belongs to me. Mrs. Takemura had a bed with her but, she took it with her when she moved to Bridge River. Therefore there are no articles that belongs to Mrs. Takemura as 58 Moncton Street, Montreal. I would like you to know the article left as 58 Moncton Street belongs to me.

Will you please tell me what happened to the article beside the one you said as

the auction sale. There should be quite
a number of articles yet that you have not
mentioned anything about it, because, when
leaving Staverton I did not take anything
not thinking that I may be able to come
back in few months, and I have the list
of things that I left at my house at 58 Merton
Street, Staverton.
Concerning about the property and stock
fixtures on 58 Merton Street which was transferred
to me by my brother. When I have the docu-
mentary evidence of the ownership, why is it
that you do not recognize it? I would be
much obliged if you would tell me
the reason in your earliest convenience.

Yours truly,

Y. Nakashima

REC. No. 11387

4743
10218

March 2, 1946.

Mrs. Yasuno NAKAHURA,
Reg. No. 11304,
TAMMIE, D.C.

RE: Chattels

Dear Madam:

When you made your declaration to the Custodian on April 21, 1942, you declared the following:

1 Bed, kitchen utensils
1 Kitchen stove, 1 heater,

left at 58 Moncton Street, Steveston. We wrote to Mr. Yoshisuke NAKASHIMA to confirm that you left these articles in his house at the above mentioned address.

He wrote to us on February 26th, 1946, advising that you had taken your goods with you to Bridge River or otherwise disposed of them, and that all the goods in the house belonged to him.

Will you please confirm that you took the effects you declared with you or otherwise disposed of them and that you left nothing in the protected area of British Columbia for which the Custodian need care.

Your prompt reply will be much appreciated.

Yours truly,

R. B. Mackenzie
Protection Department

RBM:LEM

Kusui, Nada mura, Hidaka gun,
Wakayama Prefecture, Japan
18th December 1947

Ex. 112-1
may 12/48
Mr. Cobas

TO WHOM IT MAY CONCERN:

This is to certify that I, Kinsaburo Nakashima, presently residing at Kusui, Nada mura, Hidaka gun, Wakayama Prefecture, Japan, owe the sum of two thousand nine hundred seventy five dollars (\$2,975.00) to my brother, Yoshisuke Nakashima, presently residing at Ashcroft, British Columbia, Canada, for the following services rendered:

Salaries (including board):

From 1st March 1936 to 31st December 1938	\$1,700.00
34 months @ \$50.00 per month	
From 1st January 1939 to 30th April 1940	1,200.00
16 months @ \$75.00 per month	
From 1st August 1941 to 30th November 1941	300.00
4 months @ \$75.00 per month	
Total	\$3,200.00
Less Advance Given	225.00
	<u>\$2,975.00</u>

I also wish to confirm that at the time of my departure from Canada, I came to a verbal agreement with my brother in which I transferred all my properties and other assets in Canada, to my brother in settlement of the amount owing to him for the above salaries.

Kinsaburo Nakashima

P.O. Box 1830

Adams B.C.

January 1st, 1948.

Department of Secretary of State
Office of the Canadian
Vancouver B.C.

EVACUATION SECTION	
Rec'd	JAN 25 1948
File No.	61303 / 10718
Ans.	
Referred	<i>Germany</i>

Dear Sir:

Thank you for your letter dated January 6th and the information contained in your letter.

• Owing to some reason you still have not approved the transferring of the property to me by my brother Kenjiro Nakashima.

I am enclosing a letter which I received from my brother in Japan stating all the facts, which may interest you.

• I hope this enclosed letter will convince you that I am the sole owner of the property known as 58 Winston Street, St. Vincent B.C.

Yours truly,

J. Nakashima

10218

24th January, 1948.

Mr. Yoshisuke NAKASHIMA,
Regn No 11387,
Box 1330, Ashcroft, B.C.

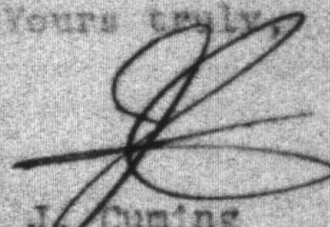
Dear Sir,

Your letter of the 14th inst acknowledged together with attached letter under date of 18 December 1947 over the signature "Kisaburo NAKASHIMA".

For your information, we have now received notification from the Foreign Exchange Control Board of Canada to the effect that funds held to your credit at this office may now be released to you.

Your credit balance as per our communication of 6th January, 1948, is \$1354.16 and if you wish to be in receipt of these funds, please advise this office, and upon receipt of your letter a cheque will be issued in your favour.

Yours truly,



J. Cuming
OFFICE OF THE CUSTODIAN.

JC/..

May 2nd, 1949

MEMORANDUM

TO: MR. P. G. SHEARS

FROM: MR. B. GOOD

Re: Yoshisuke NAKASHIMA
Case No. 112

The above Japanese includes in his claim the amount of \$1,250.00 covering property at Steveston - Lot 9, Block 5, Section 10, Block 3 N, Range 7 W, Map 249 (save W 19 feet) D. N. W. known as 58 Moncton Street, Steveston.

The registered owner of this property was Yoshisuke NAKASHIMA. The property having been transferred to him on the 12th November, 1941 from the name of his brother, Kinaburo NAKASHIMA, who had gone to Japan in November 1941 and was therefore an enemy.

The above property was declared by Yoshisuke NAKASHIMA on his J.P. form.

The Foreign Exchange Control Board refused to recognise the transfer of the real property and also \$50.00 Victory Bond (see letter Foreign Exchange Control Board to Royal Bank, Steveston November 14th, 1941 on enemy file 199). Yoshisuke NAKASHIMA was advised by this office on 22nd January, 1942 that the transfer of the property was not recognised and that the real property was considered as belonging to a resident of Japan.

The real property was sold by this office as at October 1, 1943 in response to special advertisement of August 28th, 1943.

The Foreign Exchange Control Board letter of the 26th November, 1945 withdrew their objection to the transfer of all property from the enemy to his brother, Yoshisuke NAKASHIMA and on the 20th December, 1945 this office transferred the sum of \$1,115.80 from the enemy account to the account of Yoshisuke NAKASHIMA.

In view of the above either the real property should be classified in the Special Advertised Properties list if it is considered that the property sold rather than the funds on hand was the property of an evacuee or else the real portion of Nakashima's claim should be cancelled.

Will you please let me have a ruling.

*Just this as I say an evacuee property.
Sally Special advertisement.*

*BC:EK Property has already been given to
Yoshisuke as an evacuee. L. Shears*

Yoshihiko HAKASHIMA

File No. 10216
Reg. No. 11387

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 December 1	Rents collected - 3 months @ \$12.00	2.00	\$ 54.00	
	Agent's commission	2.50		
	Glass in door	34.37		
December 16	Fire insurance premium			
1943 February 22	Account paid - B. C. Electric Railway Co.	1.13	180.00	
September 8	Rents collected - 10 months @ \$18.00	17.98		
	Insurance premium	24.88		
	"	24.00		
	Water rates	28.50		
	Repairs	1.00		
September 21	Land Registry Office - Certificate of Encumbrance		1,250.00	
	Sale of 58 Moncton St., Steveston	16.56		
	Advertising	5.00		
	Valuation	46.96		
	Taxes	10.25		
	Registration Fees		6.11	
	Closing adjustments	66.54		
December 11	Sun Life Insurance Company			
	Insurance premium	17.98		
1944 February 4	Appraisal of show cases	2.50		
March 8	Sale of show cases		21.50	
September 6	Proceeds Auction Sale		17.79	
March 11	"		16.33	
March 24	"		39.30	
April 17	"		85.39	
May 25	"		17.34	
June 1	"			
July 7	Cheque to you	56.57	.80	
July 20	Proceeds Auction Sale		4.13	
September 15	Refund Fire Insurance premium		23.84	
November 29	Proceeds Auction sale		3.97	
December 12	"			
1945 January 30	Proceeds Auction Sale		11.46	
June 19	"		5.73	
July 26	"		6.01	
1946 January 12	"		.80	
April 26	"		.38	
Accounting Department		\$ 360.72	\$1,744.88	CR \$ 1,384.16
January 5th, 1948				

10218

JAN 8 1951

Mr. Yoshisuke NAKASHIMA,
Ashcroft, B. C.

Dear Sir:

Re: Japanese Property Claims Commission

Case No.

112

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

\$ 264.18.

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

\$ 219.49

\$ 44.69

Yours truly,

F.G. Shears
Director

FGS:RK
Encl.

RURAL PROPERTY
KAMLOOPS, B.C.
May 12, 1948.

DEFENCE BRIEF

Yoshisuke NAKASHIMA

File No. 10218

Case No. 112

REAL PROPERTY CLAIMS

1. Claim - Real Property situated at Steveston.
31'x100' Lot. Contains one storey building,
Frame, shingle roof, containing store in front
and 3 living rooms in rear.

<u>Claim</u>	<u>Assessment</u>	<u>Sale Price</u>
\$1800.00	Land \$360 Buildings \$2370.00 Taxes \$35.29	\$1250.00

Appraiser - Pemberton Realty.
Custodian Valuation Land - \$250.00
Buildings - 1000.00

Purchase Price - Not ascertainable.
Property was handed over to claimant
by brother for nominal consideration.
Claimant was owed money by brother
and property was turned over to partly
satisfy this debt.

Question of Valuation only.

PERSONAL PROPERTY CLAIMS

2. Claim

\$693.90

Question of Valuation only - For Property Sold
For Goods now Sold - Claimant's Valuation

Amount received Sales by Auction - \$302.80

Amount received Sales by Tender - \$ 21.50

Using Claimant's Valuation:

Sales by Auction	\$584.90	- WITNESSES - MR. HARRIS MR. HARRIS MR. HARRIS
Sales by Tender	50.00	
Abandoned	2.00	
Recorded now missing	40.00	
No record at any time	17.00	

Percentages:-

Custodian Sales To Claimant's valuation
of goods - Auction 51%
Tender 43%

JLG/ma

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E
(HIS HONOUR, JUDGE J.R. ARCHIBALD, SUB-COMMISSIONER)

10

Kamloops, B.C.

May 12, 1948

IN THE MATTER OF THE CLAIM OF
YOSHISUKE MATASHIMA

PROCEEDINGS AT HEARING

20 APPEARANCES:

D.S. McTAVISH, Esq.,

appearing for the
Dominion Government.

A.E. CONUB, Esq.,

appearing for the
Claimant.

J.R. COLLEY, Esq.,

Secretary to Kamloops
Sub-Commission.

G.H.R. UPTON, Esq.,

Official Interpreter

G. HAMBLETON, Esq.,

Official Reporter.

30

MR. COBUS: I will call the case of Yoshisuke Nakashima, No. 106 on the list.

YOSHISUKE NAKASHIMA, the Claimant herein, being first duly sworn, testified through the official interpreter as follows:

MR. COBUS: Your honour, I would ask to amend the claim to show \$1800.00 for ready, credit of \$1250.00 to the Custodian. In personal property, a total claim of \$893.90. We are unable to determine the exact credit itself due the Custodian on the personally, so we shall leave that to the Custodian to determine.

DIRECT EXAMINATION BY MR. COBUS:

Q: Witness, at the time of your evacuation, were you the registered owner of property at No. 58 Moncton Street, Steveston, B.C.? A: Yes.

Q: From whom did you purchase this property?
A: From my brother.

Q: What consideration did you give for this property?
A: My brother went back to Japan and I didn't pay anything for it.

Q: Why did your brother transfer the title to this property to you? A: I was working at the store from the time I came from Japan and for six years --

Q: Well, did your brother owe you money?

A: (Question interpreted)

Q: Witness, I don't want to know how much at this time, I want to know how this came about; if your

brother owed you money and if he did, what was the money for. A: Yes, for wages. He owed me some money for wages.

Q: I produce to you, witness, a document which purports to be signed by Kisaburo Nakashima dated the 18th day of December, 1947 at Wakayama Prefecture, Japan. Is that the signature of your brother?

A: Yes.

Q: Do you know the contents of that document?

10 A: Yes.

Q: Are the contents contained therein true?

A: Yes.

MR. COBUS: I would ask to file this document, your honour, as the first exhibit. It is a document signed by Kisaburo Nakashima dated as above addressed to whom it may concern indicating that he was indebted to the claimant in the amount of \$2,975.00 for wages from the 1st of March, 1936 to the 30th of November, 1941 and he confirms the fact that before leaving Canada for Japan he had come to a verbal agreement with his brother in which he had transferred all properties and other assets in Canada to the claimant.

20 MR. McTAVISH: Your honour, this is a document signed by someone other than the claimant. Did the claimant identify this signature as that of his brother?

MR. COBUS: Yes, he did.

(DOCUMENT MARKED EXHIBIT NO. 1)

30 Q: Now, witness, I produce to you a statement con-

cerning the realty for which you are claiming.
Did you instruct Mr. Leckie to prepare this
statement for you and is that your signature?

A: Yes.

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

A: Yes.

MR. COBUS: I would ask to file that as the next exhibit,
your honour.

10

(STATEMENT MARKED EXHIBIT NO. 2)

MR. COBUS: Referring to Exhibit No. 2, the subject
matter of the claim is a four room building with
a store in front. Apparently the dwelling por-
tion had a flush toilet and wash basin and a
Japanese bath. It was a frame building with a
shingle roof. There was no basement. As indicated
by examination of the witness, this property was
included in a \$2975.00 cancelled debt which his
brother owed him. It was located in the busi-
ness section of Steveston and was acquired in
1941. He estimates its value at the date of
sale at \$1800.00.

20

The claimant comments that he was not aware
of any incroachment of the store building adjoin-
ing on the west.

Will my friend produce the appraisal if
he has one, or more? (Handed to Mr. Cobus)

I would ask to file what purports to be an
appraisal by Pemberton Realty Corporation, Limited
dated September 8, 1943. One paragraph indicates:

30

"It is also noted that about 5 feet of the west part of this lot has been incorporated into the grocery store adjoining."

MR. McTAVISH: I would ask my friend if he is filing that on the Crown's behalf.

MR. COBUS: On behalf of my learned friend.

(APPRAISAL MARKED EXHIBIT NO. 3)

10 MR. COBUS: Continuing with the statement, the claimant says that if the tenant Hobbs installed an Occidental bath and a new toilet and sink this must have been done after I left and after the Custodian rented to him." He denies that there was any rotting of the foundation timbers when he left the property and states that there were no roof leaks. He believes that the appraisal at \$1250.00 was substantially below a fair value. The Custodian, he says, rented the premises for \$18.00 per month and that he is advised that the assessment for 1945 was \$2750.00, and he considers
20 that the property at the date of sale would be worth at least \$1800.00.

Will my learned friend admit that the assessment in the year 1945 on this property was \$2750.00?

MR. McTAVISH: That is correct, your honour.

MR. COBUS: Q: Witness, I produce to you a document which appears to be an insurance policy. What property does that policy cover?

A: It is put on my house.

30 Q: The property you are claiming for now?

A: Yes.

Q: Who insured that building? A: I did. I put it on.

10 MR. COBUS: Then I suggest to the witness, your honour, that he probably misunderstands my question. The document I have in my hand shows that the property which is being claimed for was insured by K. Nakashima and was assigned to the claimant in 1941 and the endorsement on the policy is attached to it. The value shown on the policy is \$1250.00. I don't think there is any need of filing the document if my learned friend will admit that these statements are correct.

MR. McTAVISH: That is correct, your honour.

MR. COBUS: Q: Now, witness, I produce to you a document concerning the personal property for which you are claiming. Was that statement prepared at your instructions by Mr. Leckie for you and is that your signature? A: Yes.

20 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 as the next exhibit.

(STATEMENT MARKED EXHIBIT NO. 4)

Q: Witness, I produce to you a list of articles. Did you prepare that list or have it prepared for you? A: Yes, I prepared this.

Q: Is that your signature on the list? A: Yes.

30 Q: And the values you show in the sixth column under "estimated value," are what you consider to be

fair market values for the articles?

A: Yes.

MR. COBUS: I would ask to file this inventory as part of the last exhibit. It is referred to under items on the statement respecting personalty, items 5, 6 and 12, which indicate that a detailed list is attached.

10

The comments respecting the chattels claimed, your honour, indicate that the Custodian insured the ice cream frigidaire machine in January 1943 for \$400.00 in the London and Lancashire Insurance Company and that he insured as well the store furniture and fixtures and fittings in the same company for \$600.00. He adds that all the goods for which he is claiming were sold by the Custodian or, if not sold, were covered by an inventory sent by him to the Custodian in April 1942. The goods were also declared in his J.P. declaration. The values as set out in the statement above were revised as noted above.

20

I would ask my learned friend to produce the inventory of chattels registered by the Custodian on the 23rd day of April, 1942.

MR. McTAVISH: There doesn't appear to be any such document in the Custodian's file, your honour.

MR. COBUS: Would my learned friend, then, produce the summary respecting the personal chattels claimed for. (Handed to Mr. Cobus)

I file that on behalf of my learned friend.

30

(SUMMARY MARKED EXHIBIT NO. 5)

MR. COBUS: Will my learned friend admit that a
\$1,000 insurance policy was placed on the office
furniture and fixtures and on the household
furniture?

MR. McTAVISH: There doesn't appear to be anything
in this file to show that, your honour.

MR. COBUS: Well, will my learned friend undertake to
produce the inventory registered by the Custodian
on the 23rd day of April, 1942 and initialled
10 by E.R. Coffy -- it appears the document is headed,
"Bureau, Powell Street" -- if such a document
exists.

MR. McTAVISH: Yes, your honour.

MR. COBUS: Concerning the insurance policy on the ice
cream frigidaire for \$400.00 and the \$600.00 item
of insurance on store furniture and fixtures,
I have a letter from the Custodian's office
addressed to the claimant dated February 12, 1943
signed by S.M. Gibson in which the claimant is
20 advised that such a policy for \$1,000 was placed
on the articles mentioned. Would my learned
friend admit that the letter contains that infor-
mation?

MR. McTAVISH: It appears to be correct, your honour.

MR. COBUS: Your witness.

MR. McTAVISH: It is submitted that the real property
was sold for its fair market value. It is sub-
mitted that the personal property which was sold
was sold for its fair market value. It is sub-
30 mitted that the prices claimed for the personal

property which was not sold are exorbitant.

CROSS EXAMINATION BY MR. McTAVISH:

Q: Witness, I show you a snapshot taken August 10, 1943. Is that a photograph of the premises on which you are claiming? A: Yes.

MR. McTAVISH: I put this in as the next exhibit.

(PHOTOGRAPH MARKED EXHIBIT NO. 6)

10 Q: Witness, when did you come to this country from Japan? A: 1936.

Q: And you joined your brother at Steveston after you arrived? A: Yes. My brother was a carpenter and I looked after the store when I came from Japan and my sister-in-law had a child and she couldn't look after the store, and therefore I looked after it.

20 Q: Now, the insurance policy on this store: Is the value of the property shown in that insurance policy correct? A: I don't think that is the correct price; I think it is cheaper, or less.

Q: Did you at any time ever buy any property in Canada? A: No.

Q: On what do you base your knowledge of prices, then?

A: By comparing the price of my place with others.

Q: With others in the same locality?

A: Yes, places in the neighbourhood.

Q: Did your store have a basement in it?

A: No.

30 Q: Did you ever go underneath the floor?

Y. Nakashima
Cross exam.

A: No, I want to look at the outside pipes on the left side.

Q: Now, then, are you able to make the statement there was no rotting of the foundation timbers?

A: I examined the side where the pipes were, and on the other side there was grass which I used to cut.

Q: The location in Steveston where this store was was mainly Occidental or mainly Oriental in population? A: Japanese.

10 MR. COBURN: Your honour, would the interpreter perhaps clarify my friend's question? I believe he meant at the date of evacuation.

MR. McTAVISH: That is correct.

(Interpreter to witness)

A: Japanese.

Q: Now, witness, I show you what purports to be a J.P. form dated the 30th of May, 1942. Is that your signature on this form?

A: Yes, that is my signature.

20 Q: And is this the J.P. form that you had completed for you? A: Yes.

MR. McTAVISH: I put in the witness' J.P. form as the next exhibit, your honour.

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

MR. McTAVISH: Your honour, I would point out that on the J.P. form there are no detailed lists, neither are there on the claim forms, so it is rather difficult to prepare a defence with regard to these matters. However, on the statements which
30 I obtained from the claimant's solicitors last

evening, it shows an ice cream machine valued at \$300.00 which was sold at \$107.00; cash register for which there is a claim of \$50.00 was sold for \$11.00; kitchen stove, for which there is a claim of \$50.00, was sold for \$10.00; a bed set complete, for which there is a claim of \$25.00, was sold for \$12.00; and 200 Japanese records, for which there is a claim of \$25.00, were sold for 75¢.

10 I think, on the whole, your honour, both with regard to the personal property and with regard to the real property, it is a pure question of value.

THE COMMISSIONER: Is that all, Mr. Cobus?

MR. COBUS: Just one question, your honour.

RE-DIRECT EXAMINATION BY MR. COBUS:

Q: Witness, the floor in your building, did it appear to be sound enough to carry whatever weight you had on the floor during your occupancy?

A: It was in good order.

MR. COBUS: No further questions, your honour.

THE COMMISSIONER: That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

Walter Hambleton
W. Hambleton
Official Reporter

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

J.R. Archibald
Sub-Commissioner.