

11758

Pd
INFORMATION FROM R.C.M.P.

Date July 24/43

Our File No. 11738

Full Name NAKAMOTO (Toku) Mrs. Toyajiro
(Surname in Block Letters)

Registration No. 05748

Male - Female ☒
(check)

Age Apr 9, 1985

Former Address

55 E. 47th Ave. Vancouver, B.C.

Date Evacuated 28/3/47

Naturalized - Canadian-Born - National ☒
(check)

Present Address

Belista, B.C.

☒ Married - Single
(check)

Name of Wife

4633

Name of Husband

Toyajiro 05749

Name of Mother Deceased

Name of Father

SHIRO KOSHI Shingoro
(Deceased)

Names of Children under 16

(see husband's Reg.)

Requested by

ECN

Registered with Custodian

(Yes or No)

Additional Information

Best House

11738

January 10th, 1944.

Mrs. Toku NAKAMOTO,
Registration No. 05748,
Celista, B. C.

Dear Madam:

If you have no property of any kind remaining in the Protected Area please fill up, sign and return the enclosed yellow "No Property" Declaration card. We have written to you several times requesting you to register your assets with us but we have so far received no reply to any of our letters.

Please be sure to send us a completed card by return mail.

Yours truly,

D. M. Chope,
Administration Department.

DMC/HMS
Enc.

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

PHONE PACIFIC 6121
PLEASE REFER TO
FILE NO. 11738

808 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

Feb. 11, 1943.

EVACUATION SECTION
RECEIVED FEB 18 1943
File No. _____
Ans. _____
Ref. <i>McArthur</i>

Adolph & Bertha Markel,
55 E 47th Ave.,
Vancouver, B. C.

Dear Sir & Madam:

Re: Lots 20, 21, & 22, Blk. 3,
D.L. 647, G. 1, D.N.W. Plan 1504.

Upon searching the above property
we have been advised that sale was made by Toku
Nakamoto to you on the 26th of June 1942.

Would you please be good enough to
write to this office without delay stating the terms
of this transaction with particular reference to the
purchase price and whether or not the full amount was
paid in cash at the time of purchase.

Yours truly,

A. G. McArthur

A. G. McArthur,
Administration Department.

AGM:AS

*The purchase price of the property
referred to was One Thousand, Seven
Hundred and Fifty Dollars (\$1,750)
paid in cash at time of purchase.
A Markel*

CONFIRMATION OF OWNERSHIP

Name of Registrant: NAKAMOTO Toka

Former Address: Wife of Toyofire NAKAMOTO 55 East 47th Ave.

Legal Description of Land: City of Vancouver

Lots 20, 21 and 22, Block 3 District Lot 647, Group 1, New Westminster District,
Plan 1504

Title in name of: Adolph Markel and Bertha Markel (his wife)
joint tenants
111 S. E. Marine Drive

Encumbrances:

This property was sold by Toka NAKAMOTO to above parties 26th June 1942.

Confirmed by Land Registry Search: 6th January 1943.

C. of T. 75753-L Dated 26th June 1942.

In possession of:

January 13th, 1943.

File No. 11738

Police Registration No. 05748

Required - Vesting Certificate covering the above described
property.

Approved: _____

Registered as No. _____

433

claim no. 1396

file 1738

1.

UNION TRADING COMPANY LTD.

This corporation owned certain fishing vessels which were surrendered to the Navy soon after December 7th 1941, pursuant to Orders in Council relating to Japanese owned fishing vessels. The great majority of the shares of the corporation were then held by a Japanese, Toyojuro Nakamoto, and his Japanese wife.

The Director of Marine Services, by telegram dated December 31st 1941, formally requisitioned two of the vessels, - M/V "BARCLAY SOUND" and M/V "WESTERN MAID" for hire on a bare boat basis, the hire rate to be fixed later, as appears from a telegram marked as "Exhibit 1" in Claim #1396. However, possession actually had been taken by the D. M. S. on December 9th 1941.

These vessels remained under charter to the Director, until September 15th 1942, when both vessels were requisitioned for purchase by a department of the Government, and later were sold to private purchasers through the Japanese Fishing Vessels Disposal Committee.

The charter rate for these vessels was never fixed, as provided by the telegram (Exhibit 1), and no payment for charter hire was ever made.

The evidence discloses that prior to December 9th 1941, when the vessels were requisitioned by the D. M. S., the claimant had chartered these vessels to others on a bare boat basis, at \$20.00 and \$17.00 per day respectively. Such rates, in my opinion, were fair and reasonable.

The claimant established further that it had installed on these vessels certain articles of equipment, at a cost of \$404.30, none of which had been used for more than one month, all of which had been removed from the vessels while in the custody of the Navy and not subsequently returned to the claimant.

In my judgment the missing equipment had a market value of \$300.00 at the date of its removal by the Navy.

The claimant presented an additional claim for loss sustained, by virtue of the termination of existing charters of M/V "B.C.PRIDE" and M/V "MARMAE" at \$40.00 and \$25.00 per day respectively, caused by the seizure of the vessels by the Navy on December 9th 1941.

It was shown that the vessels were later sold by the claimant, with the consent of officials of the Navy, to the former charterers of the vessels, namely, - Nelson Bros. Limited, fish packers, on December 19th 1941 and March 17th 1942 respectively.

The claim now made in relation to the latter vessels is for loss of charter hire between the date of seizure and the date of sale, since it is alleged that the vessels subsequent to seizure by the Navy were permitted by the Navy to be used by the former charterers, Nelson Bros. Limited, who paid no charter fees for such use.

After hearing the evidence in support of the claim, I held that the claim as presented did not fall within the terms of reference laid down in the several Orders in Council relating to this Enquiry. However, I consider that in the circumstances the claimant has a justifiable claim for charter hire in respect of the M/V "BARCLAY SOUND" and M/V "WESTERN MAID", covering the period before mentioned, as well as for the value of the missing equipment as at the date of removal by the Navy. This conclusion is founded upon the telegram of the Director of Marine Services (Exhibit 1) and the subsequent use of the vessel by the D. M. S. which, in my opinion, constituted a contract under which the D.M.S. must be held to have agreed to pay a reasonable charter hire for the period of use which, from the evidence, I would assess at \$20.00 and \$17.00 per diem respectively.

I therefore recommend payment to the claimant of the sum of \$10,660.00, made up as follows:

1. Charter hire M/V "BARCLAY SOUND"
December 9th 1941 to September 15th
1942, i.e., 280 days at \$20.00 per diem - \$5600.00
 2. Charter hire M/V "WESTERN MAID"
December 9th 1941 to September 15th
1942, i.e., 280 days at \$17.00 per diem - 4760.00
 3. Equipment losses - 300.00
- \$10,660.00

I make no recommendation in respect of loss of charter fees for M/V "B.C.PRIDE" or M/V "MARMAE", since the position of the claimant is no different from that of any other person of Japanese origin whose vessel or motor vehicle was required to be surrendered to a Government authority forthwith after the declaration of war. However, it is to be observed that Nelson Bros.Limited benefited by the seizure to the extent that the company had the use of these vessels for 10 days in the case of M/V "B.C.PRIDE" and for 96 days in the case of M/V "MARMAE", without payment of charter fees, due to the fact that charters existing at December 9th 1941 were terminated by the surrender, resulting in a corresponding loss to the claimant, amounting to \$400.00 in the case of M/V "B.C.PRIDE" and \$2400.00 on M/V "MARMAE".

In the result, Nelson Bros.Limited appear to have benefited at the expense of the claimant by way of unpaid charter fees in the sum of \$2800.00, due to the action of the Naval authorities in seizing the vessels and handing the same over to Nelson Bros.Limited for use by them.

H. J. Pind *compt.*

Case 1396.

506 Royal Bank Bldg.,
Vancouver, B. C.,
June 27, 1930.

Envy 101

E. W. Wright, Esq.,
Chief Counsel,
Office of the Custodian,
Victoria Building,
7 O'Connor St.,
Ottawa, Ont.

Dear Mr. Wright:

Re: Union Trading Company Ltd.
Claim No. 1396.

As I have not previously written directly to the Justice Department, I am writing asking if you will kindly take up the following matter with I presume, Mr. Clouston.

The Commissioner wrote to Mr. D. T. Braithwaite on February 2nd last and stated -

"Since this claim has been held to be outside the terms of reference, no decision will be delivered. I have prepared a report to the Governor-General-in-Council, which will be sent forward with the principal report. If the Council decides to award any compensation, presumably the decision will be communicated to the claimant by the Clerk of the Privy Council."

Mr. Justice Bird tells me that he thinks he did make a special report on this case, but he has no copy of same, nor does this office. I am rather inclined to think the Commissioner overlooked the preparation of this report, as it does not form one of the "16 Special Recommendations".

Mr. Justice Bird has asked me to enquire if there is a special recommendation covering this case among the records sent to Ottawa, and if so, to obtain a copy. On the assumption that no such recommendation can be located, the Judge asks that

the complete file of this case should be returned to us and I will deliver it to him, so that if necessary he may be able to make a special report to Ottawa.

Yours very truly,

F. G. Shears,
Director.

FGB/UN