

12193

✓
12193
~~74498~~
INFORMATION FROM R.C.M.P.

Date 21-4-43.

Our File No. ~~74498~~

Full Name

TANAKA - Fujikazu
(Surname in Block Letters)

Registration No.

00734

Male - Female
(check)

Age

16-7-1911

Former Address

2985 McGill St. Vanc. B.C.
2568 Wall Street. Vanc. B.C.

Date Evacuated

Naturalized - Canadian-Born - National
(check)

Present Address

Interned (May 22 - 1942)
5303 St Andre St. Montreal

Married - Single
(check)

Name of Wife

IZUMI - Miki (00730)

Name of Husband

Name of Mother

KUSUYAMIT

Japanese
(Japan)

Name of Father

Fujimatsu - Japanese

Names of Children under 16

Requested by

Registered with Custodian

(Yes or No)

Additional Information

general insurance

OFFICE OF THE CUSTODIAN—Enemy Section

File No. 895

Name: TANAKA, Fujikazu

Reg. No.: 00734

P/W/ A-157

Home Address 415 Powell Street, Vancouver, B. C.

STATEMENT OF ALL REAL PROPERTY

1. Location and Description

Vested

2. Buildings and Other Improvements

3. Insurance

4. Taxes (amount and where payable)

5. Encumbrances

6. Occupancy and Leases (if vacant so state)

7. State if any other person has any interest

STATEMENT OF PERSONAL PROPERTY OWNED

1. Give brief description and state location of Furniture, Fixtures, Equipment and Machinery, Stock in Trade and Personal Effects

1940 Plymouth Coach - sold to Mr.
R. H. Boyd for \$803.50. 1 Ballieard Anastigmat
Camera

2. Name and Address of any person having any claim on such Property

3. Insurance Carried on Personal Property

4. Bonds, Debentures, Shares, Stocks or other Securities

5. Bank Accounts and Disposition of same

Balance of \$ 5.98 on my
records.

6. Life Insurance

7. Liabilities other than items 4 and 5

debt - Willam Stationing -
\$ 16.99

8. Remarks

C L A I M

File No. 12193

Gibson

DATE

April 30th, 1942

CREDITOR

The Willson Stationery Co. Ltd.

DEBTOR

Tanaka Insurance Agency,
415 Powell Street,
Vancouver, B. C.

AMOUNT OWING

\$16.99

AGENT

ORIGINAL FILE

G/68

January, 1943

I.F.

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Mr. Fujikazu TANAKA

Tanaka B.C.

File No. 12193

Reg. No.

00734

Company Sun Life

Agency Vancouver

Policy No. 816362

Premium - \$49.90

Payable: ^X Annually, Semi-annually or monthly

Month November Day 1

REMARKS:

Letter sent 27/8/43

12193

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Fujikazu Tanaka

File No. 12193

Reg. No.

60734

Company London & Scottish Assur.

Agency

Corp Ltd.

Policy No. 127822

Premium - \$22.65

Payable: Annually, Semi-annually or monthly

Month July Day 15

REMARKS:

30

1404 Royal Bank Bldg.,
Vancouver, B. C.

5th March, 1942.

Austin Taylor, Esq.,
Chairman, Security Commission,
355 Burrard Street,
Vancouver, B. C.

Dear Sir:

I understand that Mr. F. Tanaka has applied to you
for permission to retain possession of his car.

As Mr. Tanaka is employed by the Custodian temporarily
on investigation work the Custodian will not object to him
being allowed to keep his car until such work is completed.

Yours truly,

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

HPG:LF

C O P Y

March 5th, 1942

Austin Taylor, Esq.,
Chairman, Security Commission,
355 Burrard Street,
Vancouver, B. C.

Dear Sir:-

This is to advise you that F. Tanaka has been associated with the Companies in this office as an Agent for the past six years. During that time he has proven to be a successful Agent. Always prompt in his payments and conducted himself to our entire satisfaction.

In order for him to carry out his duties we feel it is essential for him to have the use of his car.

Yours very truly,

John Anderson
Manager.

JA:HC

of Commercial Union Ins. Co.



COMMERCIAL UNION ASSURANCE COMPANY LIMITED

TELEPHONE:
SEYMOUR 8770-8771

TELEGRAMS:
CUACO, VANCOUVER
JNO. ANDERSON
MANAGER

BRANCH OFFICE FOR BRITISH COLUMBIA AND ALBERTA
626 WEST PENDER STREET, VANCOUVER, B. C.

TANAKA INSURANCE
— AGENCY —

田中保險代理社
415 POWELL STREET
PHONE HIGHLAND 2571
VANCOUVER, B. C.

March 6th, 1942

The Custodian of Enemy Property,
Department of the Secretary of State,
Royal Bank Building,
685 West Hastings Street,
Vancouver, B. C.

Attention of Mr. Gardner

Sir:-

Re: Special Permit to Drive My Car

After I obtained a letter from you addressed to Austin Taylor, Esq., for which I thank you very much, I went to the office of the Security Commission and submitted my application of which copy I enclose herewith. For your reference, I also enclose a copy of the letter from our Company.

I interviewed the Chairman, Mr. Austin Taylor, and he was of the opinion that he would like to see Mr. Coleman who is expected in the city on Monday.

I am writing to you requesting you to explain the circumstances to Mr. Coleman so that my application is received favourably.

Yours very respectfully,

TANAKA INSURANCE AGENCY

J. D. [Signature]

Per

FT:MY
Encl.



C O P Y

March 5th, 1942

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

Sir:-

I herewith apply for your permission to retain the possession and operation of my car for the reasons stated below. The letters supporting this application addressed to you from Mr. G.W. McPherson, the Deputy of the Secretary of State and/or Custodian, and from Mr. John Anderson, the manager of Commercial Union Assurance Company Ltd., are enclosed. These were requested by your office when I interviewed Mr. McNeil this morning.

At present, my office is the only general insurance office which accepts new insurance from and keep in force all policies already issued to persons of Japanese race. Without my office, therefore, almost entire Japanese community would be without insurance on their various properties.

While I feel responsible that I should do everything possible within my power to alleviate the difficult situation, I cannot accept new insurance or keep all the policies in force without my personal inspection of every risk we have or we will have in our books, and I cannot possibly give these inspections without the use of my car. Besides the Japanese people themselves, the Custodian of Enemy Properties is vitally interested in my business in so far as he feels that he must keep insurance in force on those properties which are in his custody.

For the above stated reasons, I shall feel extremely indebted to you, sir, if this application is accepted and if I may request your favourable reply at your earliest convenience.

Respectfully yours,

TANAKA INSURANCE AGENCY

Per

FT:MY

1404 Royal Bank Bldg.,
Vancouver, B. C.

7th March, 1942.

The Security Commission,
355 Burrard Street,
Vancouver, B. C.

Attention Mr. McNeil

Dear Sirs:

I wish to refer to our telephone conversation of today's date concerning Mr. F. Tanaka's application to you for permission to retain possession of his car. When he called here he distinctly told me that if he could obtain a letter from this office your Commission would give him the permit he required.

As Mr. Tanaka has done some work for the Custodian I considered that no harm would be done if he were allowed to retain his car while employed by the Custodian. It now appears that the only connection Mr. Tanaka had or has with this office is in connection with insurance on properties under control by the Custodian which cannot, by any stretch of the imagination, be considered vitally important, as stated by Mr. Tanaka in his letter of the 5th inst. addressed to your Commission. Since I wrote my letter to you of the 5th inst. certain information has come into my possession which indicates that Mr. Tanaka should not be granted any special concessions. I therefore wish to withdraw the statement contained in my letter to the effect that the Custodian will not object to Mr. Tanaka being allowed to keep his car.

Yours truly,

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

HPG:LF

"A"

This Indenture

made in the 25th day of March in the year
of our Lord one thousand nine hundred and forty-two

BETWEEN

State Full Name
Address and
Occupation.

FUJI TANAKA, doing business as the Tanaka
Insurance Agency, of 415 Powell Street, in
the City of Vancouver, in the Province of
British Columbia, Insurance Agent,

hereinafter called the "Grantor," of the

First part, and

State Full Name
Address and
Occupation.

RALPH GIBSON BOYD, of 5712 Olympic Street,
in the said City of Vancouver, Insurance
Inspector,

hereinafter called the "Grantee," of

the Second Part.

WHEREAS, the said Grantor is possessed of the goods, chattels and personal effects hereinafter set forth, described and enumerated, and hath contracted and agreed with the said Grantee for the absolute sale to him of the same, ~~for the sum of~~ upon the terms and considerations hereinafter set forth.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement, and in consideration of the sum of ONE dollar (\$1.00)

Dollars (\$ 1.00) of lawful money of Canada, now paid by the said Grantee to the said Grantor, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), the said Grantor HATH BARGAINED, sold, assigned, transferred and set over and by these presents DOTH BARGAIN, sell, assign, transfer and set over unto the said Grantee, ALL THOSE the said goods, chattels and personal effects hereinafter described that is to say: One 1940 six-cylinder Plymouth Sedan, B. C. License

No. 70-979, Serial Number 9615480, Motor Number P-10-C-8950, Model P-10.

all of which said goods, chattels and effects are now in the possession of Puji Tanaka and are situate, lying and being in or upon and about 415 Powell Street,

in the City of Vancouver in the County of Vancouver in the Province of British Columbia.

AND all the right, title, interest, property, claim and demand whatsoever both at law and in equity, or otherwise howsoever, of him the said Grantor, of, in, to and out of the same, and every part thereof:

TO HAVE AND TO HOLD the said hereinbefore assigned goods chattels and effects and all of them and every part thereof, with the appurtenances thereto, and all the right, title and interest of the said Grantor thereto and therein, as aforesaid, unto and to the use of the said Grantee to and for his sole and only use For Ever:

AND the said Grantor DOTH hereby Covenant, Promise and Agree with the said Grantee in manner following, that is to say: THAT the said Grantor is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods, chattels and effects and all of them, and every part thereof: AND that the said Grantor now hath in him good right to assign the same unto the said Grantee in manner aforesaid, and according to the true intent and meaning of these presents: AND that the said Grantee shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned goods, chattels and effects and every of them, and every part thereof, to and for his own use and benefit without any manner of hindrance interruption, molestation, claim or demand whatsoever of from or by the said Grantor or any person or persons whomsoever:

AND that free and clear, and freely and absolutely released and discharged or otherwise at the cost of the said Grantor, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever:

AND moreover, that the said Grantor and all persons rightfully claiming, or to claim any estate, right, title, or interest of, in, or to the said hereby assigned goods, chattels, and effects, and every of them, and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the said Grantee, but at the cost and charges of the said Grantee, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds, and assurances for the more effectually assigning and assuring the said hereby assigned goods, chattels and effects unto the said Grantee in manner aforesaid, and according to the true intent and meaning of these presents, as by the said Grantee, or his counsel, shall be reasonably advised or required.

AND it is expressly agreed between the parties hereto that all grants, covenants, rights, powers, privileges and liabilities, contained in this Bill of Sale shall be read and held to be made by and with, and granted to and imposed upon the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

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

Grantor has hereunto set his hand and seal
IN WITNESS WHEREOF, the ~~said parties have hereunto set their hands and seals~~ the day and
year first written above.

Signed, Sealed and Delivered
IN THE PRESENCE OF

Tanaka Ins. Agency

"Fuji Tanaka"

State Full Name
Address and
Occupation.

"Eric R. Thomson"

615 Pender St. W.,
Vancouver, B.C.

Solicitor

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the witness
Eric R. Thomson
sworn before me this 26th
day of March A.D. 19 42

"D. W. Winch"

A Commissioner for taking affidavits within British Columbia.

AFFIDAVIT OF BONA FIDES

3. J. Ralph Gibson Boyd, Insurance Inspector of the Province of British Columbia

TO WIT:

That the assignment therein made is bona fide for valuable consideration, namely One (\$1.00) Dollars, and that the consideration is duly set forth in the said Bill of Sale; and that it is not for the purpose of protecting the Goods and Chattels mentioned in the said Bill of Sale against the claim against the Grantor therein named or of preventing the creditors of such Grantor from obtaining payment of any SWORN before me at the City of Vancouver this 30th day of March A.D. 1934

"Eric R. Thomson" A Commissioner for taking affidavits within British Columbia

DATED March 25 1942

FUJI TANAKA

TO

RALPH GIBSON BOYD

Bill of Sale

(ABSOLUTE)

Eric R. Thomson
Barrister and Solicitor
615 Pender St. West
Vancouver, B. C.

Murphy & Chapman Ltd., Law Printers and Stationers
Vancouver, B.C.

AFFIDAVIT OF WITNESS

3. ERIC HOGANWALD THOMSON, Solicitor, 615 W Pender Street, of Vancouver

TO WIT:

make oath and say as follows:

1.—That the paper-writing hereunto annexed, and marked "A," is a true copy of the Bill of Sale and every Schedule or Inventory thereto annexed, or therein referred to, and every attestation of the execution thereof, as made and given and executed by **Fuji Tanaka**

2.—That the said Bill of Sale was made and given by the said **Fuji Tanaka** on the 25th day of March Lord one thousand nine hundred and ~~thirty-two~~ **thirty-two**.

3.—That I was present and did see the said **Fuji Tanaka** in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said 25th day of March in the year aforesaid.

4.—That the said **Fuji Tanaka** said Bill of Sale, resided and still resides at 2568 Wall Street, Vancouver, B. C. and then was and still is an Insurance Agent set and subscribed as the witness attesting the due execution thereof, is of the proper handwriting of me, this deponent, and that I reside at 937 Moody Avenue, North Vancouver, B. C. Subscribed to and sworn before me, this 26th day of March A.D. 1934 at the City of Vancouver in the Province of British Columbia

"Eric R. Thomson" A Commissioner for taking affidavits within British Columbia

407

801 Royal Bank Bldg.,
Vancouver, B. C.,
March 27, 1942.

F. Tanaka, Esq.,
c/o Tanaka Insurance Agency,
415 Powell Street,
Vancouver, B. C.

Dear Sir:

Re: Special Permit for Car

I am informed that you have stated that you were using your car in the interests of the Custodian.

I do not like the third paragraph in your letter of March 5th to Mr. Austin Taylor, Chairman of the B. C. Security Commission.

It is suggested that you surrender your car immediately to the police in accordance with the law, and I would appreciate an explanation as to why you have stated, as a reason for having your car, that you were doing work for the Custodian.

Yours truly,

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

G.W.M./FC.

ERIC R. THOMSON

BARRISTER AND SOLICITOR
NOTARY PUBLIC

615 PENDER STREET WEST

TEL: PACIFIC 8545

VANCOUVER.

BRITISH COLUMBIA

March 31, 1942.

Mr. G.W. McPherson,
501 Royal Bank Building,
Vancouver B.C..

Rec'd	31/3/42
File No.	407
Ans.	
Referred	

Dear Sir:

Re: F. Tanaka, File 407.

Mr. Tanaka has sent me your letter of March 27th for reply. This letter makes reference to what Mr. Tanaka had stated in his letter of March 5th to Mr. Austin Taylor, and you ask for an explanation as to why Tanaka had stated that he was doing work for the Custodian.

I quote your letter of March 5th to Mr. Austin Taylor, referred to in Mr. Tanaka's letter:

"As Mr. Tanaka is employed by the Custodian temporarily on investigation work, the Custodian will not object to him being allowed to keep his car until such work is completed".

As a matter of fact Mr. Tanaka concluded that he would get nowhere with this application, and gave up driving and disposed of his car on March 4th or 5th, so your informant is unreliable.

Under the circumstances I deprecate the tone of your letter.

T.

Yours faithfully,

Eric R. Thomson

501 Royal Bank Bldg.,
Vancouver, B. C.,
April 2, 1942.

407

Eric R. Thomson, Esq.,
Barrister and Solicitor,
615 Pender Street West,
Vancouver, B. C.

Dear Sir:

Re: F. Tanaka

I have your letter of March 31st.

I have been advised by Mr. H. P. Gardner, who wrote the letter of March 5th quoted by you, that Mr. Tanaka called on Mr. Gardner and told him that he was working for me, representing the Custodian. At the time I was absent from the City and Mr. Gardner, having no reason to question the veracity of Mr. Tanaka's statement, wrote the letter. Upon my return Mr. Gardner spoke to me about Mr. Tanaka and as a result he wrote a further letter to the Security Commission, dated March 7th, revoking the letter of March 5th.

As I read the order of the Minister of Justice dated the 26th of February, all persons of the Japanese race were required to deliver their cars forthwith to the officers mentioned in the order. The Custodian does not ask special privileges for persons of the Japanese race either directly or indirectly connected with this office.

Up to the time of dictating this letter I know nothing about Mr. Tanaka or any association he has with this office or any work he has been doing for the Custodian, but I do know that I would not ask, under any circumstances, that a person of the Japanese race be allowed to have a car contrary to the order of the Minister of Justice.

The question of the disposal of the car will be further investigated and the purchaser may find that he has not obtained a good title. Mr. Tanaka may also find that he should have obeyed the police order.

Yours truly,

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

GWMcP/EC.

PROOF OF DEBT

"BANKRUPTCY ACT"

[Section 105]

IN THE MATTER of the estate of Tanaka Insurance Agency,
of 415 Powell St. *Vancouver, B.C.*I, Miss A. McAusland
of Vancouverof the City
in the Province of British Columbia

do solemnly declare and say:—

1. That I am the Secretary-Treasurer of the
undermentioned creditor, and have knowledge of all circumstances connected with the debt here-
inafter referred to.2. That the said Tanaka Insurance Agency
was, at the date of the authorized assignment (or receiving order) namely—the Thirtieth
day of April 1942, and still is justly and truly indebted to
The Willson Stationery Co. Limited in the sum of
Sixteen Dollars and Ninety-nine Cents
as shown by the account annexed and marked "A."

(a) The account attached must show the consideration such as "goods sold and delivered" or "money lent."

(a)

3. That the said Tanaka Insurance Agency has not,
nor has any person by his order, to my knowledge or belief, for his use, had or received any manner
of satisfaction or security whatsoever, save an except the following:—

(b)

(b) Here state particulars of all securities held and where the securities are on the property of the debtor from the date of such there-
of and give dates when given.AND I MAKE this solemn declaration conscientiously believing it to be true and knowing that
it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."DECLARED before me at the *city*
of *Vancouver* in the
Province of *B.C.*
this *30* day of *April*
*A.D. 19 42**Arthur T. Baird*A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.**GENERAL PROXY**

In the matter of

I, (or We)

of

, in the Province of

of the

a creditor, hereby appoint

of the

of

in the Province of

to be my (or our) general

proxy in the above matter (excepting only as to the receipt of dividends), with power of substitu-
tion and delegation.

DATED at

this

day of

A.D. 19

Signature of Witness:

Address:

157-00734

895

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

Victoria Building, 7 O'Connor St.,
Ottawa, Ont.ADDRESS ALL
COMMUNICATIONS
TO THE
CUSTODIAN'S OFFICE

PLEASE REFER

TO
FILE NO. MAB/MC

Dear Sirs:

FUGIKAZU TANAKA

In order to assist this office in the administration of your property, kindly submit a complete statement covering the following with full particulars in each case; should you have nothing to report, insert the word "NIL", sign your name and please return this letter at once:

A BANK ACCOUNTS: 1. Name of Bank.....

2. Branch.....

3. Cash Balance.....

B SECURITIES: 1. Description and quantity.....

2. Where deposited.....

C REAL ESTATE: 1. Description.....

2. Location.....

3. Municipality.....

D INSURANCE: 1. Name of Company.....

2. Number of Policies.....

3. Amount of each.....

E CLAIMS: 1. Nature.....

2. Amount.....

3. Name and address of debtor.....

F DEBTS: 1. Nature.....

2. Amount.....

3. Name and address of creditor.....

Witness

Signature

If you have appointed a relative or a friend to look after your interests, kindly furnish his name and address.

NAME

ADDRESS

Yours very truly,

A. H. Mathieu
(A. H. Mathieu)
Assistant Deputy Custodian

Quote: 101-P-157

DEPARTMENT OF NATIONAL DEFENCE
-Army-

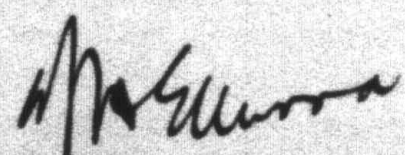
Internment Camp,
ANGLER, Ontario,
15th August 1942.

Authorized Deputy Custodian,
501 Royal Bank Bldg.,
VANCOUVER, B.C.

Rec'd	AUG 19 1942
File No.
Ans.
Referred

Re: P/W A-157. TANAKA, Fugikazu

1. Reference your letter file 895 dated August 11th regarding the m/n P/W.
2. The contents of your letter have been explained to the above P/W and according to his statement, he does not owe the Willson Stationery Company the \$16.99 which they claim, or anyone else.


(W.J.H. Ellwood) Lieut-Colonel,
Commandant,
Angler Internment Camp,
Veterans Guard of Canada.

CAR

COPY TO: C.I.O., Ottawa.

File

File No. 895

August 20th, 1942.

MEMORANDUM TO MR. ALEXANDER

Re: P/W A-157. TANAKA, Fugikazu

With reference to your memorandum of August 10th, I wish to advise that we have now consolidated 895
Files 407 and 895. I have also written to the Camp
Commandant in connection with the claim which you have
for \$16.99 by Willson's Stationery Limited against
the Tanaka Insurance Agency. The reply I received
under date of August 16th is to the effect that the
Internee claims that he does not owe the Willson's
Stationery any money. According to his Statement of
Assets and Liabilities he has no assets whatsoever.

J. Carroll

FC/DG

12193

DMG

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

RECEIVED

AUG 21 1942

238 (Int.)

5th January, 1943.

Camp Commandant,
Internment Camp #101,
Angler, Ontario.

Dear Sir:-

Int. 595
Re: Futikazu TANAKA - P/N A-157

Will you kindly parade the above named and obtain for us, if possible, the following information with reference to fire insurance covering 2568 Wall Street, Vancouver, belonging to Tokiju ONAMI (in Japan):-

The name of the Insurance Company,
Policy Number,
Amount, and
Expiry date.

In my check-up to locate insurance covering on the house as referred to above, I found that there is a Policy, being No. 205159 in the North West Fire Insurance Company covering on Furniture belonging to Mrs. F. Tanaka at 2568 Wall Street. I further understand that Mr. and Mrs. Tanaka were tenants of Onami's and did live at that address.

Would you kindly find out from Tanaka also as to whether the Furniture insured by Mrs. Tanaka under North West Policy 205159 is still at 2568 Wall Street or not, and if not, where it is located. If the coverage under this North West Policy is no longer required, we should have the policy cancelled and the return premium credited to Tanaka's account.

Yours very truly,

S.M. Gibson,
Insurance Department

SMG:FM

Bank of Montreal,
MAIN & HASTINGS STREETS BRANCH
390 MAIN STREET
Vancouver, B.C.

Rec'd	APR 3 1943
File No.	895
Ans.	MISS GRAHAM
Referred	

2nd April, 1943.

Attention: Miss F. Carroll

Authorized Deputy of the Secretary
of State and/or Custodian,
Royal Bank Building,
Vancouver, B.C.

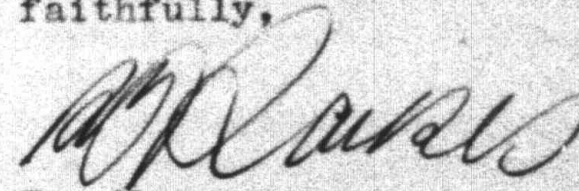
Dear Sir:

re P/W A157 - Tanaka, Fugikazu

With further reference to your letter of January 22nd (File No. 895) we have made enquiries regarding the outstanding cheques issued by the above named and assume that they have all gone astray. We are, therefore, asking your co-operation in obtaining the signature of the above mentioned internee on the four enclosed cheques. These cheques were certified by us and we are therefore attaching our bond of indemnity forms which we would ask you to have signed by Mr. Tanaka and witnessed.

If you will return the cheques to us, we will have them certified and negotiated. With reference to the three cheques in favour of C.G. Hori, we will turn these over to you and would refer you in this connection to our letter of today's date re C. G. Hori.

Yours faithfully,


Pro Manager
R.F. Raikes

RVM/EMH

April 13th, 1943.

K.W. Esq.,
Counsel to the Custodian.

Dear Sir:-

Your letter of the 7th. inst. was brought to my attention. I considered carefully the letter from the Bank of Montreal to you.

In reply I would like to state that since it is over a year after my office was closed and without a record at hand and no accountant to advise me, it is impossible for me to comply with your request at this moment. I do not want you to infer that I have any doubt regarding the Bank's record, yet at the same time I must have it checked from my side.

I would like to suggest that this matter be deferred until such time as I am back in Vancouver.

Yours very truly.

J. Tanaka.

Quote: 101-P- 157

DEPARTMENT OF NATIONAL DEFENCE
-Army-

Internment Camp,
ANGLER, Ontario,
April 27th 1943

Authorized Deputy Custodian,
912 Royal Bank Building,
VANCOUVER, B.C.

Re: P/W 157 TANAKA, Fujikazu

Receipt is acknowledged of your letter file
No. 895 dated April 22nd 1943 regarding m/n.

This Internee makes the following statement;
I have carefully noted the content of the communication
dated April 22nd 1943 addressed to you in connection with
certain cheques.

Sometime ago I made my position clear. Please
convey to the writer of the communication that I am not
refusing to sign as he stated, but simply requesting that
this matter be deferred until such time as I resume my
position formerly occupied. Present matter is just one of
the thousands that I had to attend to in a rush and I don't
remember anything about it now and it is my business
principle that I do not sign anything without convincing
myself. I grant, of course that the amount concerned is not
the question.

At any rate I do not want to be concerned
with any matter connected with my former business, while
I lack the full rights and privileges of any ordinary
citizen.

Yours faithfully,
(sgd) Fujikazu TANAKA #157

Copy to C.I.O.

A. P. Cameron
(A. P. Cameron) Major,
A/Commandant,
ANGLER Internment Camp,
Veterans Guard of Canada.

NOTICE OF RELEASE

Rec'd	MAY 29 1943
File No.	
Ang	

Internee's No. **J.157** Name **TANAKA, Fudijasu**

Camp **Angler, Ontario.**

Residence:

At time of internment: **Vancouver, B.C.**

To which proceeding on release: **Neys, Ontario.**

Date Released from Internment **22nd May, 1943.**

Authority **R.C.M.P. File No. C.11-19-2-13, dated May 12th, 1943.**

Conditions **Released conditionally upon accepting Employment offered him by Mr. Graham Pipher, Ontario representative of the British Columbia Security Commission**

H. N. Streight

(H. N. Streight),
Colonel,
Director, Prisoners of War.

OTTAWA, May 25th, 1943.

Copy:

R.C.M.P.
Custodian
Dependents' Section
File
Chief Postal Sensor

C
O
P
Y

Nov. 16th, 1943,
910 St. Denis Street,
Montreal, Que.

Mr. Gibb Boyd,
c/o Commercial Union Ass. Co.,
Royal Trust Building,
Vancouver, B. C.

Dear Gibb,

Well, long time no see, no write and no hear. But I'm sure everything is O.K. with you. I bet the baby Gibb is quite a man now. Say hello to Mary from us all.

With me, well, I've travelled quite a bit this year, nearly all over Canada. "See Canada first" idea proved very interesting. I was in Montreal in July and the first thing I did was to look up Messrs. Hall and Rodden. They were just swell to me. After what I went through it was really good to meet someone so sympathetic and willing to help especially in a new town where there is neither credit nor friend.

In the meantime, my mother-in-law got sick and I had to travel all the way to Slocan, expensive too, it was. Added to that there was all the expense of bringing the family over and getting settled down. By then I was thoroughly broke.

So, soon after I got here early last month, I got a job as assistant production manager in a medium sized industrial firm. Incidentally, it was partly due to Mr. Hall's excellent recommendation that I was able to get this job. Right now I'm making just about enough to scrape through somehow in spite of the terrific high cost of living. As you know, when one is new in a big city, one has to pay a big price for everything, e.g. our rent is something like \$80.00 and not a hot place at that.

Although I'm making enough to maintain my family, I have to have extra shekels to help my mother-in-law and also a sizable amount as an emergency fund. A fellow doesn't feel so comfortable with a good sized family and a scanty fund to his name. Christmas is coming too, and the severe winter must be prepared for.

The only way for me to get out of the difficulty is to sell the car. Besides, if stored further, the depreciation and storing expense would mount up. On the other hand, if sold, it will help me tremendously and also will relieve you of the responsibility.

I see in Vancouver papers that she's worth about \$1,000. Since it has good tires and eighty dollar air conditioning heater, unobtainable now, it should sell easily at that price with a private purchaser.

So if you can get that price, please sell it immediately but only for cash deal. Inform Eric of this letter and of the deal and give the proceed as well as the deal papers.

But if the best price is below that amount, let me know first, either directly or through Eric, preferable by night letter the expense for which Eric will pay.

If it's too much trouble for you, let a reliable company like Campbell Motors or those on Georgia streets handle it. However, if you can make a cash deal at the above figure or above, I agree to pay you five percent (5%) of the sales price through Eric. This offer is conditional to your making a deal with a private purchaser only.

At any rate, throughout the deal I want Eric, my lawyer, and power of attorney first informed. Finally, if you are too busy, Eric will handle everything for me.

Will you please do your very best at your earliest convenience. I will write Eric about this too. Some day I'll try to make up for all the favours you are doing for me.

Goodbye,

"Fuji"

Fuji

P.S. Please send me the camera. In case you're too busy please give it to Eric who will do the sending for me.

C
O
P
Y

COMMERCIAL UNION ASSURANCE COMPANY

FROM R. G. Boyd

TO Branch Manager AT Vancouver, B. C.

DATE December 30th 1943

Department

SUBJECT:- F. Tanaka.

ATTENTION OF MR. Anderson

You have asked me to put into writing the circumstances in connection with my acquisition of a Plymouth Coach formerly owned by our former Agent, F. Tanaka or as it was registered, Tanaka Insurance Agency.

Sometime early in February 1942 Tanaka offered the car to me rather than turn it in to the R.C.M.P. as the Japanese had been ordered and I told him to offer it to his lawyer, Eric Thomson. Thomson telephoned to me and said he had no garage to keep it in and as he had never owned a car he did not feel like assuming the responsibility of one at that time. He also said that I was the most logical one to have it as Tanaka considered me his very best friend - I had helped him build up his large insurance business and this was to be in the form of showing his appreciation for all I had done.

Tanaka then came to the office again and begged me to take the car in my name and if I wanted to continue with my own car then he wanted my wife to have the Plymouth. He very definitely wanted me to run the car and there was no suggestion that I was to store it if I took it over. I told him that I would like to talk it over with Mr. Anderson and also see if I could arrange for cheap storage for my own car. The three of us talked it over (Mr. Anderson, Mr. Chambers and myself) and we finally came to the conclusion that it would be alright providing it did not involve the Company in any way and that the Police were agreeable to the transfer. Tanaka saw me again that day and I told him that I thought it would be alright but first we must consult the R.C.M. Police and the City Police to see that there was nothing illegal about it and we received word back from both forces that they were encouraging the transfer of cars from Japanese to white people to save them the trouble of having to pick them up. I then told him that I would not accept the car with any reservations and if the transfer went through at the Provincial Police office I would require an outright Bill of Sale from Tanaka Insurance Agency to me. He agreed to do that. Whethen took the car down to the license office and the transfer was put through.

The only time that Tanaka was in the car after that was one Saturday afternoon when I drove him over 100 miles to Mission and back to make several calls to clean up his collections. By that time he was not permitted to drive a car and I did that as a favour to him. All the time that he was at this Coast he knew that my wife and I were driving the car

and maintaining it and that one of my neighbours was storing my other car in his garage. I kept after Eric Thomson for the Absolute Bill of Sale and it finally was delivered to me March 25th 1942. Several times during March he asked me how the car was running and told me that he would never want a small car like that again and when this war was over he would come back to Vancouver and buy a really big car. I stress all these points to show that the car was in operation from the day I got it with the full knowledge of Tanaka and that it was never stored as a letter from Tanaka to Thomson seemed to suggest.

About June 1st 1942 I found that the stored car was depreciating very rapidly and I decided to look for a purchaser. Dealers were selling the same type of car from four hundred to five hundred dollars at that time but after waiting for five or six weeks and rumours going around that the gasoline coupon value was going to be reduced I finally gave it to a dealer for two hundred and fifty dollars. That left me with the Plymouth car and I certainly did not anticipate Tanaka asking me for it back again.

The first time I heard that Tanaka was asking for the car was one day about August or September of this year when I was in to see Mr. Thomson on Company business. When I reminded him of all the foregoing circumstances and particularly about the Absolute Bill of Sale he said the car if yours I will just write and tell that to Tanaka. I have not spoken to him about this matter since that time. The next time the matter was brought to my attention was when I received a letter from Tanaka dated Nov. 16th from Montreal and again on Dec. 16th when he asked me for a reply to his first letter. I have been intending to discuss this matter with you and possibly with Mr. Thomson but we have both been so busy on other matters that it was delayed until you spoke to me about it yesterday.

The camera that Tanaka prized so highly was simply handed to me one day when we were having lunch together and it is in a cupboard at our home. There were no particular instructions about the camera except that I was to keep it and use it as I saw fit. I have tried to use it on a few occasions but it is too complex for me and I am through wasting film on it.

I have gone to some length to explain all that has transpired and my position in the case. I hope that I have covered every point so that you will have a clear picture of the whole transaction. You will see that I have had some loss in the forced sale of my car and in addition to that I have had to replace the battery, the water pump and the muffler in the Plymouth as well as the ordinary maintenance expense.

If there are any points that are not entirely clear to you or any points that you think I may have missed in this report I shall be glad to have your advices.

December 16th, 1943,
910 St. Denis St.,
Montreal, Que.

Mr. Gibb Boyd,
c/o Commercial Union Ass. Co.,
Royal Trust Bldg.,
Vancouver, B. C.

Dear Gibb,

I wrote you on Nov. 16th regarding the car and to date I haven't received any word from you. If you're too busy to write will you please tell Eric, as he says he sees you often. But I prefer if you wrote me yourself.

Since I wrote last, the flu got the whole family including myself. I have one of them in the hospital - perhaps pneumonia. I was able to get a small loan from my brother but I need a good sized fund desperately.

Will you please help by fixing up the car as I asked you in my last letter.

My family joins with me in wishing you and your family a very merry Christmas and a happy new year.

Yours very truly,

Fuji. "Fuji"

P.S. May I expect your kind reply by return?

835
2/29/44

CRAIG & TYSOE

BARRISTERS, SOLICITORS, ETC.

CHARLES W. CRAIG, B.C. (1940)

CHARLES W. TYSOE

E. J. C. STEWART

WINIFRED A. LANGFIELD

R. L. VAN MEGROET

ROGERS BUILDING

470 GRANVILLE STREET

VANCOUVER, B. C.

EVACUATION SECTION

Rec'd **FEB 16 1944**

TELEPHONE PACIFIC 2161

File No. **12193**

Ans. _____

Referred *Matteson*

15th February, 1944.

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

Dear Sir:

A client of ours has come to us for some advice. Before we give it we feel we should submit the facts to you and obtain a ruling.

On the 4th of March, 1942, a Japanese, Fuji Tanaka, who operated the Tanaka Insurance Agency here in Vancouver, gave to our client an automobile and the registration of that automobile was on that date transferred to our client. Tanaka at the time was afraid that in due course the car would be confiscated by you. Our client made a number of enquiries of the proper authorities and was informed by all parties that it was quite in order for him to accept the car from Tanaka.

Tanaka, who is now in Montreal, has now demanded the return of his car or its cash value. He now contends that he did not give the car to our client but that he simply left it with him for safekeeping and that he was to have it back whenever he wanted it. Our client is in complete disagreement with Tanaka on this point, but he is not disposed to get into an argument with a Japanese.

The advice sought by our client is whether he can lawfully turn the car back to Tanaka or alternatively pay Tanaka the value of the car.

It is, of course, quite apparent from Tanaka's standpoint that he contends he has at all times been the owner of the car. Our understanding is that cars belonging to Japanese were confiscated by you. If our understanding is correct, and if this particular car was at all times the property

Custodian of Enemy Property15th February, 1944.

of Tanaka, as he now contends, then presumably he should have disclosed it to you and you would have confiscated it.

As before stated, our client does not wish to get into a dispute with a Japanese, so, for the purpose of the ruling we seek from you, let us assume that Tanaka is right and that at all times the car belonged to him. Had you known Tanaka owned this car, would you have confiscated it? If you would have done so, presumably, again assuming Tanaka is right, our client should turn the car over to you for confiscation now.

Would you be kind enough to let us have your ruling as to what he should do.

Yours truly,

CRAIG & TYSON .

Per. *[Signature]*

CWT/R

*Order Feb 26 published
Feb 27 required surrender
Police took action Mch 6 required
surrender truck 9 to specified locations*

12193

Evacuee Section

509-10 Royal Bank Bldg.,
Vancouver, B. C.
February 25th, 1944.

Messrs. Craig & Tysoe,
Barristers & Solicitors,
470 Granville Street,
Vancouver, B. C.

Gentlemen:

Re: Fumikazu TANAKA

We regret that due to pressure of work it has not been possible to reply to your letter of 15th instant earlier.

The Order of the Minister of Justice dated 26th February, 1942, published in the Canada Gazette dated February 27th, 1942, required persons of the Japanese race to surrender their motor vehicles but the Police took no action until March 6th when they published a notice to Japanese to deliver their cars to specified locations by March 9th, 1942. Many Japanese disposed of their cars after the 26th of February, 1942, but prior to March 9th, 1942, and the Custodian has taken no action to upset bona fide transactions but has acknowledged the purchasers' titles in all cases where proper consideration for the transfers were proven.

Tanaka informed us that he had disposed of his car and it now appears from your letter that your client did not pay for it. Under the circumstances, the asset vests in the Custodian and we would not now permit your client to turn back the car to Tanaka.

In the ordinary course we would obtain an independent valuation and offer the car for sale publicly. The funds received would be credited to the account of the owner and after deducting expenses and paying claims that are filed with this office, the remainder would be forwarded to Tanaka upon request.

Please let us know when it will be convenient for our valuator to examine the car. If your client is interested in purchasing it and is willing to pay us the value as at the time he accepted transfer, a public offering may be avoided, but in any event we must have an independent appraisal. The matter of a private sale will receive our consideration following receipt of your views. Your early attention and cooperation will be appreciated.

Yours truly,

K. F. WRIGHT
COUNSEL TO THE CUSTODIAN

KFW/W

CRAIG & TYSOE

BARRISTERS, SOLICITORS, ETC.

CHARLES W. CRAIG, K.C. (9940)

CHARLES W. TYSOE

E. J. C. STEWART

WINIFRED A. LANGFIELD

R. E. VAN MEGROET

ROGERS BUILDING

470 GRANVILLE STREET

VANCOUVER, B.C.

ENEMY SECTION	
TELEPHONE PACIFIC 2161	
Rec'd	FEB 28 1944
File No.	
Ans'd	✓
Refer'd	

26th February, 1944.

Custodian of Enemy Property,
509 Royal Bank Building,
675 West Hastings Street,
VANCOUVER. B.C.

Attention Mr. K.W. Wright

Dear Sir:

Re File No. 12193 - Evacuee
Section - Fujikazu Tanaka

We thank you for your letter of the 25th instant.

Our client is Mr. R. Gibson Boyd of the Commercial
Union Assurance Company.

We are getting in touch with Mr. Boyd at once and
will ask him to communicate with you at the earliest possible
moment. We think you may expect to hear from him early next
week. He will co-operate with you to the fullest extent.

Thanking you for your attention to this matter,

Yours truly,

CRAIG & TYSOE

Per. *W. J. C. Stewart*

CWT/R

USED CAR APPRAISAL RECORD

NAME Mr. R. G. Bayt.

ADDRESS _____

Paint	\$ ✓	Make
Tires	\$ ✓	<u>Plym.</u>
Body & Fenders	\$ ✓	Body Style
Glass	\$ ✓	<u>bel</u>
Top	\$ ✓	<u>P10</u>
Nickelling	\$ ✓	Year
Radiator	\$ ✓	<u>40</u>
Running Boards	\$ ✓	License
Mats & Kick Pads	\$ ✓	<u>82397</u>
Upholstery	\$ ✓	Serial
Hardware	\$ ✓	<u>9615480</u>
Motor Expense	\$ <u>20.00</u>	Mileage
Transmission	\$ ✓	<u>28835</u>
Rear Axle	\$ ✓	Remarks
Universal Joints	\$ ✓	
Clutch	\$ ✓	
Steering	\$ ✓	
Brakes	\$ <u>22.50</u>	
Tighten Up	\$ ✓	
Muffler	\$ ✓	
Sundries	\$ ✓	
Wash & Clean Motor	\$ <u>2.50</u>	
Clean Interior	\$ <u>2.00</u>	
Oil & Grease, Change	\$ <u>6.00</u>	
Oil & Check Over		
Total	\$ <u>44.50</u>	

Mod. interested in _____

Selling price \$ 873.00

Salesman _____

Less Repairs \$ 44.50

Date _____

Appraised by _____

Allowance \$ 829.50

For immediate acceptance only.

File #12193

February 29th, 1944.

MEMORANDUM

TO: MR. F. G. SHEARS

Re: Fujikazu TANAKA and
1940 Plymouth Coach.

FROM: MR. K. W. WRIGHT

You were present yesterday when Mr. R. G. Boyd called relative to purchase of Plymouth Sedan obtained from the above named in the early part of March, 1942.

Mr. Boyd delivered the car to McDermott Motors yesterday in accordance with the arrangements made and we have their report, indicating that the selling price of the car is \$873.00 less repairs of \$44.50 - \$829.50. I talked to Mr. Groan at McDermott Motors this morning and asked him about the ceiling price and he advised that it is \$873.00. I pointed out that as Mr. Boyd had the use of the car, he may fairly be requested to assume the cost of the repairs and that we would be justified in asking \$873.00 rather than \$829.50. Mr. Groan admitted that we probably could find a dealer or individual willing to pay \$873.00. I then asked about the ceiling price as at the time the car was taken over by Mr. Boyd and was informed by Mr. Groan that at that date the ceiling price would be lower for the reason that the public were offering their cars freely and supply exceeded demand.

We have agreed that under the circumstances there is no need to offer this car publicly if we can get full value from Mr. Boyd. The question to decide is - are we going to charge him \$873.00 or follow Mr. Groan's valuation of \$829.50. I am paying the appraisal fee of \$3.00 and I think there are one or two creditors' claims on file. The owner has been asking for \$1000.00 and we have not yet advised him as to the steps we are taking.

KWW/W

K. W. WRIGHT

12193
Evacuee Section

509-10 Royal Bank Bldg.,
Vancouver, B. C.
February 29th, 1944.

Messrs. Craig & Tysco,
Rogers Building,
470 Granville Street,
Vancouver, B. C.

Gentlemen:

Re: Fujikasu TANAKA and
1940 Plymouth Coach.

With further reference to our letter under yesterdays date, we wish to advise that the car in the possession of your client, Mr. R. Gibson Boyd, has been appraised and we are willing to accept the sum of \$850.00.

Will you please get in touch with Mr. Boyd as soon as possible and if he is willing to take the car at this price, please forward cheque payable to the Custodian.

Your early attention would be appreciated.

Yours truly,

KWW/W

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

File #12193

MEMORANDUM

February 29th, 1944.

TO: MR. F. G. SHEARS

FROM: MR. K. W. WRIGHT

Re: Fujikazu TANAKA and
1940 Plymouth Coach.

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KWW/W


K. W. WRIGHT

CRAIG & TYSOE

BARRISTERS, SOLICITORS, ETC.

CHARLES W. CRAIG, B.C. 1940

CHARLES W. TYSOE

E. J. C. STEWART

WINIFRED A. LANGFIELD

R. L. VAN MEGROET

ROGERS BUILDING

470 GRANVILLE STREET

VANCOUVER, B.C.

File 12193

ENEMY SECTION	
Rec'd	MAR 2 1944
File No.	
Ans'd	
Refer'd	

1st March, 1944.

Custodian of Enemy Property,
509-10 Royal Bank Building,
675 West Hastings Street,
VANCOUVER. B.C.

Dear Sir:

Re Fujikazu Tanaka - 1940
Plymouth Coach - Your File
No. 12193 - Evacuee Section

We thank you for your letter of February 29th.

We take it from the last paragraph of yours of the 25th ultimo that you would not be averse to receiving our views as to what would be a fair price for Mr. Boyd to pay for the car.

It does seem to us that the price to be fixed for the car should be its value on March 4th, 1942, when our client accepted transfer. We think that was your own view when you wrote us on February 25th. According to reliable information obtained by us the value on March 4th, 1942, was substantially less than the value now. At that time used cars were a glut on the market, largely owing to the number owned by Japanese which were for sale. Some of these cars had to be practically given away. In fact it was because Tanaka could realize only a small amount for his car that he gave it to our client. The latter pressed him to sell it, but his reply was to the effect that if he had to "give it away" he would go all the way and take nothing at all for it.

It would, we submit, be allowing Tanaka to take advantage of his own wrong to give him the benefit of the advance in price. Had he sold his car or turned it over to you as he should have done in March, 1942, he would have received or been credited with the amount realizable on a

Custodian of Enemy Property1st March, 1944.

sale at that time. But he deliberately misled you and pretended he had sold his car. Actually on his story now he was hiding it from you to get the benefit of it later on when the demand for cars exceeded the supply. It does seem to us, therefore, that to obtain for Tanaka the present value of the car would be preferring a Japanese who has not played the game over the Japanese who did play the game.

Then, as you say, your objection to the transaction with our client is that he did not pay for the car. Had he paid for it that would have been the end of the matter. We submit he should not now be asked to pay more than a bona fide purchaser would have paid on March 4th, 1942.

Moreover, the car would not be worth what it is today were it not for the care and attention given to it and the money spent upon it by our client for maintenance. We submit consideration should be given to this.

We would ask that, the circumstances of this case being what they are, rules other than the routine ones, be applied and our client be given special consideration. If the present day value is to be taken, surely he is entitled to a fair deduction for the money he has spent on maintenance and for the two years care and protection of the car. Had it been stored the storer would we suppose be allowed his storage charges.

Our client feels that under the circumstances a fair figure to both Tanaka and himself for him to pay for the car would be \$750.00 and no more.

We have asked our client to deliver this letter to you and to discuss the matter further with you.

Yours truly,

CRAIG & TYSON

Per. *[Signature]*

CWT/R

C
O
P
Y

CRAIG & TYSON
Barristers, Solicitors Etc.

Rogers Building,
470 Granville Street,
Vancouver, B. C.

1st March, 1944.

Custodian of Enemy Property,
509-10 Royal Bank Building,
675 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Fujikazu Tanaka - 1940 Plymouth Coach
Your file No. 12193. Evacuee Section.

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Our client feels that under the circumstances a fair figure to both Tanaka and himself for him to pay for the car would be \$750.00 and no more.

We have asked our client to deliver this letter to you and to discuss the matter further with you.

Yours truly,

CRAIG & TYSON

Per: "C.W. Tyson."

5712 Olympic Street,
Vancouver, B.C.
March 2nd 1944.

Custodian of Enemy Property,
509-10 Royal Bank Building,
675 West Hastings Street,
Vancouver, B.C.

EVACUEE SECTION

MAR 3 1944

No.

Ans'd

Refer'd

Dear Sir:-

Re Fujikazu Tanaka - 1940
Plymouth Coach - Your File
#12193 - Evacuee Section.

I wish to acknowledge your letter of Feb. 28th together with the enclosures mentioned therein.

Further to my interview of this date with Mr. Wright I would like to place on record the expense that has been mine to keep this car in its present good condition. Since March 1942 there has been a new battery, water pump and muffler installed in the car and those together with other expenses amount to just over \$60.00. I showed my receipted accounts amounting to \$54.03 and there is another account of \$7.21 for the new muffler that is not in my file at the moment. I submit that some consideration should be given to this upkeep and also the fact that I had the responsibility of the car for the past two years. If there had been the slightest suggestion in March 1942 that I would have to give this car back to Tanaka or pay him a sum of money for it at his convenience I certainly would never have assumed any responsibility for it.

I have already explained to you that I sacrificed my own car in 1942 which is something I would not have done if this Plymouth had not been mine. I would have kept it or turned it in on another car and received far more than \$250.00 for it. The Wartime Prices and Trade Board has advised me that my 1935 Oldsmobile has a ceiling price of \$588.00 now so you will see that there has been considerable financial loss to me there. I mention this to try to show that there is some merit to Mr. Tysoe's suggestion of dealing with the sale of this car to me at the sacrifice prices of March 1942.

I shall be glad if you will give this letter and the last letter written by Mr. Tysoe your further kind consideration and let me know your decision. Mr. Tysoe has asked me to let you know that we both feel that he cannot do any more in this case and it will help my expenses if you write directly to me.

Yours truly,

R.G. Boyd.

File No. 12193

MEMORANDUM TO THE FILE

March 2nd, 1944

MY SECTION	
MAILED	MAR 3 1944
By	
Refer'd	

McDermott Motors Limited phoned today and stated they were willing to pay the full ceiling price for the 1940 Plymouth Coach which they recently appraised.


G. H. PEERS

GHP/JF

12193
Evacuee Section

509-10 Royal Bank Bldg.,
Vancouver, B. C.
March 6th, 1944.

Mr. R. G. Boyd,
5712 Olympic Street,
Vancouver, B. C.

Dear Sir:

Re: Fujikazu TANAKA and
1940 Plymouth Coach.

We have your communication of the 2nd instant as well as a letter from Messrs. Craig & Tysse under date of 1st instant, suggesting that the Plymouth Coach be sold to you for the sum of \$750.00.

When you were in the office a few days ago you were shown the independent appraisal and in view of the valuation, the Custodian could not accept your offer of \$750.00 unless you obtain the written approval of Fujikazu TANAKA to sell at this sum.

Will you therefore be good enough to send the owner a letter by airmail and let us hear from you on or before the 15th instant.

Yours truly,

KFW/W

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

C
O
P
Y

MUTCH TIRE COMPANY

Vancouver, B. C.

March 9, 1944

Mr. R. G. Boyd,
5712 Olympic St.,
Vancouver, B. C.

Dear Mr. Boyd:

Our service man has today examined the five tires on your car and his report is as follows:

Left front - now ready for recapping
Left rear - " " " "
Spare - " " " "
Right front - good for approximately 5000 miles before recapping
Right rear - good for approximately 3000 miles before recapping

The price for recapping will be \$9.00 per tire.

Yours truly,

MUTCH TIRE COMPANY LTD.

H.

"J. P. Holmes"

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

Dear Sir:-

Re Fujikazu Tanaka
Plymouth Coach
#12193 - Evacuee Section

5712 Olympic Street, Vancouver, B.C. March 10th 1944.	
ENEMY SECTION	
Rec'd	MAR 11 1944
File No.	
Ans'd	
Refer'd	
EVACUATION SECTION	
Rec'd	MAR 11 1944
File No.	12193
Ans.	
Referred	Strigher

Pursuant to our conversation held on the 7th inst. and as suggested by you at that time I have obtained an independent report on the present condition of the five tires on this car from a reputable tire dealer and same is enclosed herewith. You will see that three of the tires are now ready for recapping and there is very little mileage left in the other two. If we can agree on a fair price for the car it is my intention to have four of the tires retreaded at once at a cost of \$36.00.

Since I was in to see you I have spoken to a neighbour of mine by the name of Lord who found himself with the same problem as mine last year and he arrived at a fair price for his car at that time. Applying the same method as used in his case I arrive at a value of \$763.00. The figures in my case are as follows:-

Original price - - - - -	\$873.00
motor overhaul - - - - -	24.00
Brakes relined - - - - -	20.00
Tires recapped - - - - -	36.00
Amount spent on new battery, muffler and water pump.	30.00
Balance - - - - -	\$763.00

I shall be glad if you will give this matter your further kind consideration and let me know your decision.

Yours very truly.

R.G. Boyd.

MUTCH TIRE COMPANY LIMITED

BATTERIES • VULCANIZING • RETREADING

Goodyear Tires

MOTOROLA RADIOS

VANCOUVER . . B.C.

March 9, 1944.

Mr. R. G. Boyd,
5712 Olympic St.,
Vancouver B.C.

Dear Mr. Boyd:

Our service man has today examined the five tires on
your car and his report is as follows:

Left front - now ready for recapping

Left rear - " " " "

Spare - " " " "

Right front - good for Approximately 5000 miles before
recapping.

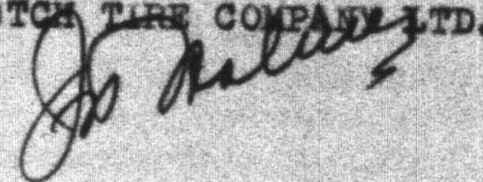
Right Rear - good for approximately 3000 miles before
recapping.

The price for recapping will be \$9.00 per tire.

Yours truly,

MUTCH TIRE COMPANY LTD.

H.



C
O
P
Y

5712 Olympic Street,
Vancouver, B. C.
March 10th 1944.

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

Dear Sir:-

Re: Fujikazu Tanaka - 1940 Plymouth Coach
Your file # 12193 - Evacuee Section

Pursuant to our conversation held on the 7th inst. and as suggested by you at that time I have obtained an independent report on the present condition of the five tires on this car from a reputable tire dealer and same is enclosed herewith. You will see that three of the tires are now ready for recapping and there is very little mileage left in the other two. If we can agree on a fair price for the car it is my intention to have four of the tires retreaded at once at a cost of \$36.00.

Since I was in to see you I have spoken to a neighbour of mine by the name of Lord who found himself with the same problem as mine last year and he arrived at a fair price for his car at that time. Applying the same method as used in his case I arrive at a value of \$763.00. The figures in my case are as follows:-

Ceiling price - - - -	\$873.00
Motor overhaul - - -	24.00
Brakes relined - - -	20.00
Tires recapped - - - -	36.00
Amount spent on new battery muffler and water pump.	<u>30.00</u>
Balance - - - - -	\$ 763.00

I shall be glad if you will give this matter your further kind consideration and let me know your decision.

Yours very truly,

"R. G. Boyd"
R. G. Boyd

File 2002

13th March, 1944.

MEMORANDUM

To: Mr. E. J. Wright

From: Mr. F. G. Shears

Re: Billings TANAKA and 1940 Plymouth coach

Referring to your memorandum of the 13th March.

In reviewing this file I think it will be in order to sell this car to Mr. R. D. Boyd providing he is willing to pay the present value of the car based on the ceiling price. This would be the maximum amount that Tanaka could receive for the car. The ceiling price I understand is \$875.00 and to place the car in condition so that the ceiling price could be obtained would apparently cost

Motor expense	\$20.00
Brakes	22.50
Re-capping three tires	27.00
	<hr/>
	\$ 69.50

The amount to be paid by Mr. Boyd would therefore be \$805.50 and if he is prepared to pay this the sale can be completed.

I notice that Mr. Boyd is holding a camera belonging to Mr. Tanaka and this should be delivered into our custody.

F. G. Shears,
Director.

FUG/PS

12193
Evacuee Section

509-10 Royal Bank Bldg.,
Vancouver, B. C.
March 14th, 1944.

Mr. R. G. Boyd,
c/o Commercial Union Assurance Co.,
Royal Trust Building,
626 West Pender St.,
Vancouver, B. C.

Dear Sir:

Re: Fumikazu TANAKA and 1940 Plymouth Coach.

We have your communication of the 10th instant enclosing estimate from Mutch Tire Company Ltd. and have given the matter careful consideration.

The Custodian is willing to sell you this car provided you will pay the present value based on the ceiling price. We are informed that the ceiling price is \$873.00, and to put the car in condition so that the ceiling price could be obtained, the following expenditures would be necessary:

Motor Expense.....	\$20.00
Brakes.....	22.50
Re-capping three tires.....	27.00
	<hr/>
	\$69.50

These are the only items we are prepared to allow and you will therefore be required to send us forthwith a cheque for \$803.50.

According to your communication of December 30th, 1943, addressed attention of Mr. Anderson, you have a camera in your possession belonging to Mr. Tanaka and we would be obliged if you would deliver same to this office as soon as possible, as well as any other articles you may have belonging to the above named.

Yours truly,

KWW/W

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

12193
Evacuee Section

509-10 Royal Bank Bldg.,
Vancouver, B. C.
March 20th, 1944.

H. S. Durkee, Esq.,
Executive Assistant to the
Advisory Committee on Japanese
Properties in Greater Vancouver,
1012 Royal Bank Bldg.,
Vancouver, B. C.

Dear Mr. Durkee:

Re: Fujikazu TANAKA and
1940 Plymouth Coach.

We send you the file herein. You will note from the communication addressed to the Custodian by Messrs. Craig & Tysoe under date of Feb. 15th that their client, Mr. R. G. Boyd, obtained a car from the above named in March, 1942. Subsequent correspondence on the file reveals our attitude in connection with the transaction. We have suggested a price of \$803.50 but Mr. Boyd feels that he should have the car for \$763.00 and in the absence of the Committee's approval, we are not prepared to accept this sum.

Will you be kind enough to review the correspondence and let us have the Committee's opinion.

Yours truly,

KWF/W
Attach.

K. E. WRIGHT
COUNSEL TO THE CUSTODIAN

ADVISORY COMMITTEE ON JAPANESE PROPERTIES
IN
GREATER VANCOUVER

Committee:
THE HONORABLE MR. JUSTICE SIDNEY SMITH
CHAIRMAN
ALDERMAN CHARLES JONES
KISHIZO KIMURA
A. E. McMASTER, EXECUTIVE ASSISTANT

TELEPHONE PACIFIC 4688

1012 ROYAL BANK BUILDING
VANCOUVER, B.C.

Your file 12193.

March 22nd, 1944.

Mr. K. W. Wright
Counsel to the Custodian,
509 Royal Bank Bldg.,
Vancouver, B. C.

Dear Mr. Wright:

Re: Fujikazu TANAKA and
1940 Plymouth Coach.

ENEMY SECTION	
Rec'd	MAR 23 1944
File No.	
Ans'd	
Refer'd	

With reference to your letter of the 20th instant, and your file 12193 which we are returning herewith:

Inasmuch as McDermott Motors have expressed their willingness to pay the ceiling price of \$873.00 less repairs of \$42.50 for the car in its present condition, it does not seem reasonable to accept the offered amount of \$763.00.

Under the circumstances the Committee approve the sale to Mr. Boyd for \$803.50 but would not agree to your acceptance of a lesser amount.

Yours truly,

H. S. Durkee
H. S. Durkee
Executive Assistant

MS
Attach.

20/12/193

THIS INDENTURE made in duplicate this 3rd day of ~~April~~^{May}, in the 5th year of our Lord one thousand nine hundred and forty-four.

BETWEEN:

THE HONOURABLE THE SECRETARY OF STATE OF CANADA
acting in his capacity as Custodian under the
Revised Regulations Respecting Trading With The
Enemy (1943)

(Hereinafter called the "GRANTOR")

OF THE ONE PART:

AND:

RALPH GIBSON BOYD (Insurance Inspector)
of 5712 Olympic Street, in the City of
Vancouver, in the Province of British
Columbia.

(Hereinafter called the "GRANTEE")

OF THE OTHER PART:

WHEREAS Fujikazu TANAKA, Police Registration Number 00734,
is a person of the Japanese race and was required to leave the
protected area in the Province of British Columbia by order of the
Minister of Justice pursuant to the provisions of the Defence of
Canada Regulations (Consolidation) 1941;

AND WHEREAS the Grantor under and by virtue of Order in
Council Number P.C. 1665 of 1942 and amendments thereto including
P.C. 2483 of 1942 and P.C. 469 of 1943 and of the applicable
provisions of the Revised Regulations Respecting Trading With The
Enemy (1943) is vested with all the right, title and interest of the
said Fujikazu TANAKA in the goods and chattels hereinafter described
and enumerated, and hath contracted and agreed with the said RALPH
GIBSON BOYD for the sale of the interests of the said Fujikazu TANAKA
in the said goods and chattels for the sum of Eight Hundred and Three
Dollars and Fifty Cents (\$803.50), such sale to be executed by a Bill
of Sale to the Grantee herein;

WITNESSETH that in consideration of the premises and of the
said sum of Eight Hundred and Three Dollars and Fifty Cents (803.50)

of lawful money of Canada paid by the Grantee to the Grantor at or before the sealing or delivery of these presents (the receipt whereof is hereby acknowledged) the Grantor hath bargained, sold, assigned, transferred and set over and by these presents doth bargain, sell, assign, transfer and set over unto the Grantee, his respective executors, administrators and assigns, all those goods and chattels hereinafter set forth, described and enumerated as follows:

One (1) 1940 Plymouth Coach, Serial Number 9615480, Motor Number P-10-C-8950, Model P-10, including heater and equipment.

all of which goods and chattels are now in the possession of the Grantee, and all the right, title and interest, property, claim and demand whatsoever both at law and in equity or otherwise howsoever of me the Grantor of, in, to and out of the same and every part thereof TO HAVE AND TO HOLD the said hereinbefore assigned goods, chattels and effects and all of them and every part thereof, with the appurtenances thereto, and all the right, title and interest of the said Grantor thereto, and therein, as aforesaid, unto and to the use of the said Grantee to and for his sole and only use for ever; PROVIDED that any covenants express or implied on the part of the Grantor are excluded.

The Grantor does not guarantee or warrant and has not made any representations whatsoever to the Grantee as to the quantity, quality, character and condition of the said goods and chattels and the Grantee acknowledges that he has purchased the said goods and chattels after personal inspection thereof and his own investigation without any representation or warranty whatsoever of the Grantor; AND the Grantee further acknowledges that he has received and accepted delivery of all of the said goods and chattels from the Grantor.

IN WITNESS WHEREOF the said Grantor acting in his capacity as Custodian under the Revised Regulations Respecting Trading With

The Enemy (1943) has executed these presents by his Deputy and the Grantee has hereunto set his hand and seal on the day and year first above written.

SIGNED, SEALED and DELIVERED)

in the presence of:

Samuel G. Lurich

Eric R. Thomson

F. G. Shears

(F. G. SHEARS)
Authorized Deputy of the Secretary
of State and/or Custodian.

Robert L. B. B. B.

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the witness Samuel G. Lurich

Sworn before me this 2d day of May A.D. 1944.

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

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA } I, Dorothy Warrick, of the City of Vancouver,
TO WIT: } in the Province of British Columbia,
MAKE OATH AND SAY AS FOLLOWS:-

1. That the paper-writing hereunto annexed, and marked "A" is the Bill of Sale and every schedule or inventory thereto annexed, or therein referred to, and every attestation of the execution thereof, as made and given and executed by Frank Gould Shears, Authorized Deputy of the Secretary of State of Canada and/or Custodian
2. That the said Bill of Sale was made and given by the said Frank Gould Shears, Authorized Deputy of the Secretary of State of Canada, on the *3rd* day of *May* ~~April~~, 1944.
3. That I was present and did see the said Frank Gould Shears, Authorized Deputy of the Secretary of State of Canada in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said *3rd* day of *May* ~~April~~, 1944.
4. That the said Frank Gould Shears at the time of making and giving the said Bill of Sale, resided and still resides at the City of Vancouver, in the Province of British Columbia, and then was and still is the Authorized Deputy of the Secretary of State of Canada.
5. That the name Dorothy Warrick set and subscribed as the witness attesting the due execution thereof is of the proper handwriting of me, this deponent, and that I reside at the City of Vancouver, in the Province of British Columbia, and am a stenographer.

Sub Subscribed to and sworn before me, this }
2d day of *May* ~~April~~, 1944, at }
the City of Vancouver, in the Province }
of British Columbia. }

Frank Gould Shears

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

Dorothy Warrick

BRITISH COLUMBIA

TO WIT:

Affidavit of Bona Fides

"Bills of Sale Act"

I, Ralph Gibson Boyd, of the City of Vancouver, in the Province of British Columbia, the Grantee in the foregoing Bill of Sale, make oath and say:-

1. That the Assignment therein made is bona fide for valuable consideration, namely the consideration of the sum of Eight Hundred and Three Dollars and Fifty Cents (\$803.50) and that the consideration is duly set forth in the said Bill of Sale; and it is not for the purpose of enabling the Grantee, Ralph Gibson Boyd, to hold the goods and chattels mentioned therein as against the creditors of the Grantor, The Honourable the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943); and that the said Bill of Sale is not given for the purpose of protecting the goods and chattels mentioned therein against the creditors of the Grantor or of preventing such creditors from obtaining payment of any claim against the said Grantor.

SWORN before me that the City
of Vancouver, in the Province
of British Columbia, this 3rd
day of May, A.D. 1944.

Eric R. Thomson
A Commissioner for taking Affidavits
within British Columbia.

Ralph Gibson Boyd

ENEMY SECTION	
Rec'd	
File No.	
Ans'd	
Refer'd	

5712 Olympic Street,
Vancouver, British Columbia.
March 29th 1944.

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

Dear Sir:- Re:- R. Tanaka and Plymouth Coach.
Your file #12193.

Your letter of March 23rd inst. received and contents noted.

Herewith you will please find my cheque for Eight Hundred and Three Dollars and fifty cents (\$803.50) payable to your order and dated April 1st 1944.

I shall be glad to have your receipt in due course and also an Absolute Bill of Sale to complete the transaction.

Yours very truly

H. G. Borg.

12193
Evacuee Section

509-10 Royal Bank Bldg.,
Vancouver, B. C.
May 3rd, 1944.

Mr. Fujikasu Tanaka,
910 St. Denis Street,
Montreal, Quebec.

Dear Sir:

Re: 1940 Plymouth Coach.

The Custodian received certain information some time ago relative to the disposition of a Plymouth car which you owned and which was in the possession of Mr. R. G. Boyd, 5712 Olympic Street, Vancouver, B. C.

According to the evidence and in the opinion of the Custodian, consideration was not sufficient to establish proper transfer and it became apparent that the asset should be taken under the Custodian's control.

We obtained an independent appraisal and submitted the case to our Advisory Committee with the result that a sale was effected in accordance with the regulations of the War Time Prices and Trade Board governing ceiling prices. The amount realized was \$803.50. Expenses have reduced this figure, and we now have to your credit a total of \$812.67.

It will now be necessary for the Custodian to review the file and pay off any claims that may have been recorded in this office against you. In the meantime, if you are in need of funds we will be glad to remit a portion of the above sum upon request.

Please let us hear from you in this connection.

Yours truly,

KWW/W

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

12193
Evacuee Section

509-10 Royal Bank Bldg.,
Vancouver, B. C.
May 3rd, 1944.

Mr. Fujikazu Tanaka,
910 St. Denis Street,
Montreal, Quebec.

Dear Sir:

Re: 1940 Plymouth Coach.

The Custodian received certain information some time ago relative to the disposition of a Plymouth car which you owned and which was in the possession of Mr. R.G. Boyd, 5712 Olympic Street, Vancouver, B. C.

According to the evidence, consideration for the transfer was insufficient and the asset was taken under the Custodian's control.

We obtained an independent appraisal and submitted the case to our Advisory Committee with the result that a sale was effected in accordance with the regulations of the War Time Prices and Trade Board governing ceiling prices. The amount realized was \$803.50.

It will now be necessary for the Custodian to review the file and pay off any claims that may have been recorded in this office against you. In the meantime, if you are in need of funds we will be glad to remit a portion of the above sum upon request.

Please let us hear from you in this connection.

Yours truly,

KWE/W

E. F. WRIGHT
COUNSEL TO THE CUSTODIAN

File No. 12193 (Evac)

May 9th, 1944

MEMORANDUM

TO: MR. K. W. WRIGHT
FROM: MR. G. H. PEERS
RE: Fujikazu TANAKA, and
1940 Plymouth Car

With reference to your memo of the third instant, this file shows a debt to Willson's Stationery Company Limited of \$16.99, which is supported by a Statutory Declaration.

TANAKA declared from Internment Camp that he did not owe this bill, but he has been neither co-operative nor truthful throughout his dealings with the Custodian.

Shall I pay the Willson Stationery account and write the B. C. Security Commission to see if they have any claim?

TANAKA has a credit balance of \$812.67.

GHP/JF


G. H. PEERS

Payment approved
[Signature]

9/5/44

16.99
795.69

DEPARTMENT OF

LABOUR



CANADA

EVACUATION SECTION

Rec'd MAY 11 1944

File No. 12193

Ans.

Referred

Wright

out to Wright

BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,

Vancouver, B. C.

May 10th 1944

ENEMY SECTION

Rec'd MAY 11 1944

File No.

Ans'd

Refer'd

Ms Warrick

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

Attention Mr K.W.Wright

Dear Sir,

Re Fujikazu TANAKA #00734
Custodian File #12193 - Evac

Replying to your letter of May 9th please accept our thanks for drawing this matter to our attention. In this regard we enclose an undertaking signed by the above named in which he promises to pay the sum of \$65.15 being the amount of transportation from Nelson to Montreal advanced by this Commission.

We shall appreciate receiving a cheque for this amount.

Yours truly,

M.L. Brown
Office Manager.

MLB/MS
enc

DEPARTMENT OF
LABOUR



BRITISH COLUMBIA SECURITY COMMISSION

Lemon Creek, B. C.,
September 28, 1943.

UNDERTAKING

I, Fujikazu TANAKA, Reg. #00734, hereby agree to repay the British Columbia Security Commission, Vancouver, the sum of Sixty-five dollars and fifteen cents (\$65.15). This amount representing cost of transportation from Nelson to Montreal and advanced to me by the said Commission.

Payment of the sum herein mentioned shall be made on or before July 1st, 1944.

Signed in the presence.

Witness:

Signed:

*T.R.s taken off file
for Treasury & my file
CWS 10/1/43
Copy agreement to Treasury
as to CWS*

June 10th, 1944,
5303 St Andre St. (NEW)
Montreal, Que.

Custodian's Office,
509-10 Royal Bank Bldg.,
Vancouver, B.C.

Your File No. 12193
Re: 1940 Plymouth Coach

ENEMY SECTION	
Rec'd	JUN 13 1944
File No.	
Ans'd	✓
Refer'd	MR Pears

Gentlemen:-

I am acknowledging with thanks your letter dated May 3rd relative to the above matter.

My opinion is that the price you mentioned is insufficient to the extent corresponding to the total value of the special heater \$85.00, bumper guard \$15.00, special jack \$7.00 and miscellaneous special equipment \$10.00. However, I believe the matter is a fait accompli now.

You stated that you are reviewing the file for claims against me. I desire to make it definitely clear that I left Vancouver with not one cent of claim against me.

However, since bringing the family here, I have run into much financial difficulties and I seem to run into such continually -- for a short while to come I hope. To start with I was "broke"; my income is extremely low; medical bills have to be met every once in a while. Insurance has to be kept up. My rent for the first five months here was \$78.00 per month and I had to like it. When I found a house recently for \$40.00 per month, I had to pay a whole year in advance. Absolutely essential household and family necessities amounted to a few hundred dollars. So on and so forth up the "tuff" hill".

My income being just a slightly more than enough to "bring home the bacon and rice", I had to manœuvre the above chiefly by private loans on the promise of repayment as soon as I realized the car money.

So I am sure that clearly see how immediately and desperately I need that \$804.50 now in your custody.

I have also to my credit an amount of \$6.19 reported to me by Can. Credit Men's Ass. 111 Bank of Nova Scotia Bldg. Vancouver, last Aug. 11th, being the bankruptcy dividend of Kawade Box Co.

Will you be so kind as to remit me at your earliest convenience the total amount above mentioned. I shall then feel very relieved and at the same time very obliged to you.

Yours very truly.

F T anaka

J. T. anaka

June 13th, 1944

STATEMENT OF FUJIKASU TANAKA

	<u>DR.</u>	<u>CR.</u>
Bank of Montreal, Balance of Account	\$	\$ 4.78
McGregor Johnson & Thomas. Return premium		1.20
C.C.M.T.A. dividend Kawade Box		6.19
Sale of Plymouth Coach		803.50
Car appraised	\$ 3.00	
Debts: Willson Stationery Co.	16.99	
H.C. Security Comm. re Transportation	65.15	
By cheque	<u>730.59</u>	
	<u>\$815.67</u>	<u>\$815.67</u>

July 26th, 1944

File No. 12193 Evacuee.

MEMORANDUM

TO: MR. E. W. WRIGHT

FROM: MR. G. H. PERNS

RE: Claim, Willson Stationery Company Ltd.
vs. Fujikazu TANAKA, \$16.99

This claim, supported by a Statutory Declaration, was filed with the Custodian on April 30th, 1942 and was made payment on May 9th, 1944 as funds became available contrary to Tanaka's instructions.

and

Below are excerpts from Tanaka's letters of July 5th/21st, last regarding this account:

July 5th, 1944

Regarding Willson Stationery Co. I would like you to explain why you paid them arbitrarily. To an issue there are always two stories, one to each side. The case was they quoted a certain price and when the goods came they wanted that much extra because they had to obtain that from out of town. This they did without consulting me first. Naturally, I only paid them what they quoted and I agreed. It's not the amount, it was the principle. Also in this regard my family tradition tests even one cent debt. And I do not regard this amount as a debt. At any rate, why should you pay my money just listening to the claimant without a single word with me.

July 21st, 1944

Pursuant to my letter of July 5th, I wish to say that I would still like to have the matter of Willson Stationery \$16.99 settled to my satisfaction. I cannot conceive of an idea that just because the country is at war any problem can be settled arbitrarily, involving a perfectly innocent and harmless Canadian citizen. Just to check up on the statement I made in my last letter, will you please ask them to show you my letter to them at the time of the incident wherein I clearly stated why I should not have to entertain their claim. Briefly speaking, they quoted one price and demanded a higher price after they delivered the goods. The above amount is the difference between those two prices, I having paid them the originally quoted price. Besides I gave them a sizeable amount of business after the incident too and they have not mentioned this matter all the time.

Will you kindly instruct me in this matter so that I may reply to Tanaka in regard to the above matter as well as the other matters mentioned in his letters.

Attached are Tanaka's letters of July 5th and July 21st, last.

G. H. PERNS.

GHP/PR
ATTACH.

ENEMY SECTION

Rec'd JUL 24 1944

File No.

Ans'd

Refer'd

MR PEERS

July 21st, 1944,
5303 St-Andre St.,
Montreal, Que.

Custodian's Office,
509-10 Royal Bank Bldg.,
Vancouver, B.C.

Your File No. 12193

Gentlemen:-

Re: Wilson Stationery

Pursuant to my letter of July 5th, I wish to say that I would still like to have the matter of Wilson Stationery \$16.99 settled to my satisfaction. I cannot conceive of an idea that just because the country is at war any problem can be settled arbitrarily, involving a perfectly innocent and harmless Canadian citizen. Just to check up on the statement I made in my last letter, will you please ask them to show you my letter to them at the time of the incident wherein I clearly stated why I should not have to entertain their claim. Briefly speaking, they quoted one price and demanded a higher price after they delivered the goods. The above amount is the difference between those two prices, I having paid them the originally quoted price. Besides I gave them a sizeable amount of business after the incident too and they have not mentioned this matter all the time.

Re: Camera

I was recently informed that Gibb Boyd had turned over to you some time ago a camera belonging to me which I had loaned to him. At the beginning of this year when he refused to sell or pay me for the car, he informed his Head Office manager in Montreal through his Vancouver manager that he is willing to and will send the camera to me. Repeated requests, however, brought no result. The story is that at the time when it was intimated that soon Japanese, regardless of citizenship, would be forbidden the use of cameras, I loaned him my camera so he can get good picture of his new-born baby from time to time, reminding him that when I write for it from outside of B.C. that he will have to send it to me in good shape. We were good friends, both recognized "big-man" of the same company. I sincerely wrote him I was really "broke" and was in a strange, big and distant city with a responsibility of supporting a family of five. I asked him to help me by selling the car if for no other reason, and what a friend he turned out to be. At any rate, he got a real bargain from the car deal (2½ years of free use after promising not to use it, and then buy it at a greatly depreciated price) But he wasn't satisfied with that (of course no conscience of whatever kind, I suppose) He went ahead and turned the camera over to you. He just wanted to be mean instead of being grateful for the car deal. I explained to him that the people who kept their cameras and radios with the R.C.M.P. got theirs when they wrote and asked for them from outside of B.C. and that I wanted to take pictures of my children. At any rate the camera which is claimed to have been turned over to you is a Rollicord, 3.5, in a leather case with two attachments also in leather cases (a filter and a shade) If you got it from him really, will you please send it to me properly packed to avoid damage in transit. If you have not please so inform me.

Yours very truly.

Fujikazu Tanaka

F Tanaka

Custodian's Office,
509-10 Royal Bank Bldg.,
Vancouver, B.C.

Your File No. 12193
Re: 1940 Plymouth Coach

July 5th, 1944.
5303 St-Andre St.,
Montreal, Que.

ENEMY SECTION	
Rec'd	JUL 10 1944
File No.	
Ans'd	MR. PEERS

EVACUATION SECTION	
Rec'd	JUL 10 1944
File No.	12193
Ans.	
Referred	Thyler

Gentlemen:-

I acknowledge with thanks your letter of the 13th ultm enclosing a cheque in my favour in the amount of \$730.53 as per your statement.

In connection with the statement I desire to point out the following:

In my opinion there should have been no balance left at the Bank. All the latest cheques were cashified. I arranged it so that the balance is exactly nil. Being current account, there would be no interest. If there was a balance, it must be a fund provided for some cheques issued in which case this amount should have been left there. My family for many generations has never issued a single N.S.F. cheque and I do not desire to break the tradition.

Regarding Willson Stationery Co. I would like you to explain why you paid them arbitrarily. To an issue there are always two stories, one to each side. The case was they quoted a certain price and when the goods came they wanted that much extra because they had to obtain that from out of town. This they did without consulting me first. Naturally, I only paid them what they quoted and I agreed. It's not the amount, it was the principle. Also in this regard my family tradition detests even one cent debt. And I do not regard this amount as a debt. At any rate, why should you pay my money just listening to the claimant without a single word with me.

Will you please straighten up everything.

Yours very truly.

F. Tanaka

F. Tanaka

File No. 12193 Evacuee.

MEMORANDUM

TO: MR. K. W. WRIGHT

FROM: MR. G. H. PEERS

RE: Claim, Willson Stationery Company Ltd.
vs. Fujikazu TANAKA, \$16.99

July 26th, 1944

ENEMY SECTION

Rec'd

File No. 12193 26 1944

Ans'd

Refer'd MR Peers

This claim, supported by a Statutory Declaration, was filed with the Custodian on April 30th, 1942 and we made payment on May 9th, 1944 as funds became available contrary to Tanaka's instructions.

Below are excerpts from Tanaka's letters of July 5th/21st, last regarding this account:

July 5th, 1944

" Regarding Willson Stationery Co. I would like you to explain why you paid them arbitrarily. To an issue there are always two stories, one to each side. The case was they quoted a certain price and when the goods came they wanted that much extra because they had to obtain that from out of town. This they did without consulting me first. Naturally, I only paid them what they quoted and I agreed. It's not the amount, it was the principle. Also in this regard my family tradition detests even one cent debt. And I do not regard this amount as a debt. At any rate, why should you pay my money just listening to the claimant without a single word with me. "

July 21st, 1944

" Pursuant to my letter of July 5th, I wish to say that I would still like to have the matter of Wilson Stationery \$16.99 settled to my satisfaction. I cannot conceive of an idea that just because the country is at war any problem can be settled arbitrarily, involving a perfectly innocent and harmless Canadian citizen. Just to check up on the statement I made in my last letter, will you please ask them to show you my letter to them at the time of the incident wherein I clearly stated why I should not have to entertain their claim. Briefly speaking, they quoted one price and demanded a higher price after they delivered the goods. The above amount is the difference between those two prices, I having paid them the originally quoted price. Besides I gave them a sizeable amount of business after the incident too and they have not mentioned this matter all the time. "

Will you kindly instruct me in this matter so that I may reply to Tanaka in regard to the above matter as well as the other matters mentioned in his letters.

Attached are Tanaka's letters of July 5th and July 21st.

*Mr. Peers to Mr. Wright
He calls at the
office. Will keep you advised
W.W.W.
26/7/44*

*Miss McClelland interviewed
Aug 4. Will supply information
Aug 31. Phoned no instructions
She will let us have information
before Sept. 9.*

12193
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.
September 28th, 1944

The Willson Stationery Company,
830 Pender Street West,
Vancouver, B. C.

Attention: Miss McAusland

Re: Fujikazu TANAKA

Dear Madam:

With reference to our interview of August 4th last, and subsequent telephone calls regarding your claim amounting to \$16.99, against Fujikazu Tanaka, which was paid in full on May 9th last, as you are aware, Mr. Tanaka denies owing this amount. Mr. Tanaka states that the amount of \$16.99 represents the difference between the prices of certain goods quoted to him at the time of ordering and the prices he was charged for these goods on delivery.

Will you kindly let us have your comments in this matter as soon as possible.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GHP/JF

12193
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.
September 28th, 1944

Superintendent Gray,
R. C. M. P.
"E" Division,
Vancouver, B. C.

Re: Fujikazu TANAKA, Reg. No. 00734,
(released Internee), present address,
5303 St. Andre Street, Montreal, Quebec

Dear Sir:

The above named released Internee was the owner of a 1940 Chevrolet Sedan and a Rollicord Anastigmat Camera. Evidently to avoid seizure by the R.C.M.P., he delivered the camera to Mr. Ralph Gibson Boyd, and also executed a Bill of Sale covering the car to Mr. Boyd for the sum of \$1.00. Upon release from Internment, Tanaka claimed the car and camera from Mr. Boyd.

The matter of the car was settled on May 3rd, 1944, by Mr. Boyd's purchasing it through the Custodian at the price of \$803.50, and the camera was delivered to us by Mr. Boyd.

We are now in receipt of a letter from Tanaka requesting that we ship his camera to him in Montreal. Will you kindly advise us if it is in order to ship the camera as requested by this released Internee.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GHP/JF

THE WILLSON STATIONERY COMPANY LIMITED

830 PENDER ST. WEST

ENEMY SECTION	
Rec'd	OCT. 2 1944
File No.	
Ans'd	MR PEERS

VANCOUVER, B. C.

30th. Sept. 1944.

Office of the Custodian,
Department of the Secretary of State
509 Royal Bank Building,
City.

Dear Sirs,

File 12193 Evacuee Section Fujikazu TANAKA.

We acknowledge yours of 28th. inst. under the above File number.

Mr. Tanaka was indebted to us for the amount of \$16.99. This amount represents the difference in price between stock Metal Tab Guides and Specially made up Metal Tab Guides. Our Sales Manager personally quoted Mr. Tanaka on the stock Guides, and pointed out at the time of sale that specially made Tabs would cost considerably more than stock ones.

Specially made Guides were ordered and invoiced to Mr. Tanaka.

We trust this is the information you require.

Yours very truly,
THE WILLSON STATIONERY COMPANY LIMITED

12193
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.
October 3rd, 1944

Mr. Fujikazu Tanaka,
Registration No. 00734,
5303 St. Andre Street,
Montreal, Quebec,

Dear Sir:

With reference to your letters of July 21st and September 15th last, we beg to advise you that we have received a letter under date of September 30th, 1944, from the Willson Stationery Company Limited, in regard to your account with them, and this letter reads in part as follows:

"Mr. Tanaka was indebted to us for the amount of \$16.99. This amount represents the difference in price between stock Metal Tab Guides and Specially made up Metal Tab Guides. Our Sales Manager personally quoted Mr. Tanaka on the stock Guides, and pointed out at the time of sale that specially made Tabs would cost considerably more than stock ones.

Specially made Guides were ordered and invoiced to Mr. Tanaka".

In view of the above and the Willson Stationery Company Limited's Statutory Declaration covering the above mentioned account, the Custodian will take no further steps in this matter.

In regard to your camera, we beg to advise you that we have requested permission from the R.C.M.P. to make shipment to you. We will inform you in this matter as soon as possible.

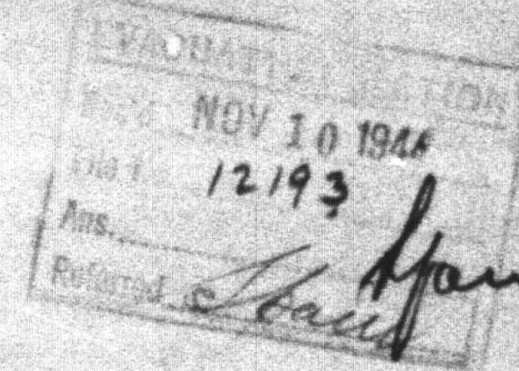
Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

CHP/JF

Nov. 6th, 1944.
5303 St. Andre St.
Montreal, Que.

Mr. Geo. B. Spain,
Protection Dept.
Office of the Custodian,
506 Royal Bank Bldg.
Hastings and Granville Sts.
Vancouver, B.C.



Your File No. 12193
Subject Rollicord Camera

Dear Sir:-

I acknowledge the receipt of your letter dated Oct. 17th, with thanks. As per your instruction I am herewith enclosing postage stamps valued 43 ¢.

When dispatching the camera will be kind enough to see that the following items are with the camera: camera leather case, filter and leather case, and lens hood and its leather case.

Will you also see that it is properly packed and marked fragile. I will gladly send extra expense of shipment if you will choose the safest way of sending such a delicate camera.

I thank you in anticipation of your kindness.

Yours very truly.

Received
43 cents
in stamps
Yours
Hosh
Fuji. Tanaka.

Fuji Tanaka, B.A., C.S.C.
REGISTERED PUBLIC ACCOUNTANT
COMMISSIONER OF SUPERIOR COURT

4871 Westmore
XXXXXXXXXXXX STREET
MONTREAL 34, CANADA

WA 6291
XXXXXXXXXX

EVACUATION SECTION		
Rec'd	DEC 5	1950
File No.		
Ans.		
Entered	<i>Altan</i>	

Dec. 1, 1950

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

Your File No. 12193
9571

Dear Sir:-

I have your letter of the 17th ultm
concerning the Canada Mio Company Limited.

In reply I would like to state that
I am a shareholder of the above company
for many years.

I would like to state also that when
I was pushed out of Vancouver in such a
rough manner as you know very well, I had
no time to straighten up my papers. The
whereabouts of these papers including my
insurance policies and other share certi-
ficates are totally unknown to me. I
understand that after I left my office
was rooted and messed up. Now you come
along after eight years to find those papers.
I would like to inform you that that was
only a small portion of what I lost and
for which nobody gives any thought.

Yours,

F. Tanaka
F. Tanaka

DECLARATION RE LOST CERTIFICATES

I,
of _____ do hereby declare that I
owned _____ shares in CANADA MIO COMPANY LIMITED, and certificates
were issued in my name.

I have made a most diligent search for the said
certificates and have not found them, and the reason for non
production of these certificates is that they have been lost or
destroyed.

I also declare that I have not pledged the shares of
the CANADA MIO COMPANY LIMITED as security for any purpose
whatsoever.

That I, _____ the owner of these
shares am entitled to my portion of the distribution from the
assets of the CANADA MIO COMPANY LIMITED.

I also undertake to forward to the Office of the
Custodian, the certificates should they be found and come into
my possession at some future date.

Name & Registration No.

Witness

12193

15th December, 1950.

Mr. Fujikazu TANAKA,
Regn. No. 00734,
4871 Westmore Street,
Montreal 34, Quebec.

Dear Sir:

We wish to acknowledge receipt of your letter of the 1st instant, and note that your certificates covering Canada Mic Company Limited shares have been lost.

Final distribution to shareholders of this Company will be made shortly, and a Declaration Form regarding loss of certificates is enclosed, which please sign and return in order that you may receive your share in the distribution.

Yours truly,

Office of the Custodian.

HA
Encl.

12193

17th July, 1951.

Mr. Fujikazu TANAKA,
Regn. No. 00734,
4871 Westmore Street,
Montreal 34, Que.

Dear Sir:

Your account at this office has been credited with the sum of \$39.18, being final distribution to shareholders of the Canada Mio Company Limited at \$.508708 per share.

We sent you a declaration re loss of certificates in December 1950, but this has not been completed and returned. The funds can not be forwarded to you until we receive the certificates covering the shares or the above mentioned declaration re loss.

Yours truly,

Office of the Custodian.

HA