Name of Claimant HOSAKI, Koto Case 1025

Custodian File 12890

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:		
						% of Total	Amount		% of Total	Amount	
9000.00 1200.00	510.00 36.50										546.50

PERSONAL PROPERTY

Motor Vehicles		Boats and Boat Gear					
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column

NETS

Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
518.10	243.40	73.02	42.05	1215.50	511.12	817.60	98.11	682.25

TOTAL RECOMMENDATION 1228.75

1540

CASE NO: 1025.

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

May 10, 1948.

IN THE MATTER OF THE CLAIM OF

KOTO HOSAKI (MRS.)

PROCEEDINGS AT HEARING.

Original.

CASE NO: 1025.

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

Toronto, Ontario,

May 10, 1948.

IN THE MATTER OF THE CLAIM OF

MRS. KOTO HOSAKI

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
R.A. BEST, Esq.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
D.J. HANDFORD, Esq.,	Official Interpreter.
A.G. VEITCH, Esq., C.S.R.,	Official Reporter.

MR. BEST: This is a case, my lord, where most of the assets are in the mother's name but a son who speaks English very well actually had the complete control of them. I think we may save time if we were to hear from him.

THE COMMISSIONER: Very well. I think we had better.

MR. BEST: If it is necessary to call the mother we will call her.

THE COMMISSIONER: Ask the lady to sit down close by. Very well; proceed.

SHIZUO HOSAKI, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BEST:

Q. Mr. Hosaki, I believe you are a son of Mrs. Koto Hosaki?

A. That is right.

Q. Is that your mother's signature?

A. Yes. I signed it for her.

Q. And were you present what that claim was prepared?

A. Yes, sir.

Q. On your mother's instructions? A. Yes.

(PARTICULARS OF REAL ESTATE, OTHER THAN FARM LAND, MARKED EXHIBIT NO. 1)

THE COMMISSIONER: Does that cover all of the four properties or only one?

MR. BEST: It covers two properties, my lord, 701 to 707 Hastings Street, and 474 Alexander Street. There are two blocks of real estate.

THE COMMISSIONER: Yes. That is the particulars of real estate relating to parcels No. 102 on the

claim.

MR. HUNTER: Yes, my lord.

MR. BEST: Q. Mr. Hosaki, first of all I wonder if you would direct your attention to a block of stores and buildings at 701 to 707 Hastings Street. Tell us exactly what is in that block of buildings?

A. 701, 705 and 707 is three stores. On top of that there are nine suites of apartments and at the back of there is a family house converted into four family houses, that is, with five or six rooms apiece. That is the one between 352 and 370 Heatley Avenue.

Q. So that now we have it straight, there are three store properties, nine suites of apartments above those stores?

A. That is right.

Q. And one house behind the stores facing Heatley. Is that correct?

A. That is right.

Q. And you have treated all those premises as one block of real estate?

A. That is right.

Q. And you or your family bought all of those premises as one block in 1928. Is that correct?

A. No. Just one part. The family house was at the front and we moved that back and built up a new block of stores and the apartment house in 1928. So, the improvements were made after purchase.

Q. But when was the property first purchased?

A. In 1928.

MR. BEST: If my friend would care to put in the valuation on this property at this time I would direct a few questions to it.

MR. HUNTER: I would file the appraisal of Loewen & Harvey, Limited, dated October 5, 1943, for $9,300, and the appraisal of George F. Jacobs & Company, dated January 17, 1944, for $8,500. I would suggest those go in as one exhibit, my lord.

THE COMMISSIONER: Yes.

(APPRAISAL, LOEWEN & HARVEY LIMITED, April 5, 1943; APPRAISAL, GEORGE F. JACOBS & COMPANY, JANUARY 17, 1944; MARKED EXHIBIT No. 2)

MR. BEST: Q. Mr. Hosaki, there seems to be a very large discrepancy between the price which you paid for the premises as they existed in 1928 and the valuation which you place upon them. I wonder if you could explain to us exactly why that is?

A. Well, the place was purchased with just that one family house for $9,000 in 1928. In the same year, right after the purchase, we built that block of stores with apartment houses on the top for approximately $35,000.

Q. I see.

THE COMMISSIONER: Q. You say in Exhibit No. 1 $26,000.

A. Which one is that?

Q. The new building which you put on in 1928. Is it correct that that cost $26,000?

A. I was figuring the cost price of $9,000 with it.

MR. BEST: Q. Actually you are saying that you built this block of stores and apartments over it at a cost of $26,000? A. Yes.

Q. And you paid $9,000 for what was there prior?

A. Yes; that is right.

Q. I see. Now, did you operate the whole premises sort of as a unit? I mean, you rented the three stores, as I understand it, and you or your family rented out the nine suites of apartments above. Is that it?

A. Yes; that is it.

Q. Did anyone else ever operate these premises for you? A. No.

Q. Now, Mr. Hosaki, there is a statement in Loewen & Harvey's appraisal to the effect that each of these suites consist of kitchen-dining-room. I take it that that is one room combined; and a bedroom-living-room, and there is a sink in each kitchen. Is that the situation? There were two rooms in each of these nine suites? Is that correct? A. That is right.

Q. And also the further remark?

"The exterior of the building is of narrow "siding which is cracked in one or two "places on the east wall, and the whole of "the building should be painted."

You have made very few remarks in your real estate claim about the condition of the building generally except that there is this remark made,

"Exterior completely painted in 1942" and this appraisal apparently was made by Messrs. Loewen & Harvey in October, 1943. What buildings were painted in 1942?

A. The whole thing was painted in 1941. It should be 1941. There was a balance owing to the painter of $80 through some misunderstanding. The Custodian wrote to us and told us to pay the balance of $80; so, it must have been painted in 1941.

Q. So, you are saying that all of the premises from 701 to 707 Hastings were painted in 1941? Are you?

A. Yes; that is right.

Q. As to the large house at the rear of these premises we have this remark:

"On the rear of the property there is an "old large house divided into four "occupancies, each with four rooms."

A. That is right.

Q. So that you rented it to four different tenants?

A. That is right.

Q. I read:

"This building is in a very general state "of dilapidation."

I do not know just what that means but what do you say about the condition of the house at the rear? A. The house, itself, was pretty old. I admit that.

Q. I see.

Would you kindly explain to your mother that if there is anything she wishes to say when you are through we will hear her?

A. Yes. The new foundation was put in in 1928 when we moved the house back to the Avenue. We kept up all the repairs but the building, itself, was pretty old.

Q. When you say you kept up all repairs, let me read this to you:

"The roof has been patched, the eave and "down pipes need replacing and the exterior "walls are in poor condition."

A. The whole roof was removed in 1938.

Q. Of the old building?

A. Yes. That is right.

MR. HUNTER: May I direct the attention of your lordship to the second appraisal of Jacobs & Company?

THE COMMISSIONER: Yes.

MR. BEST: There is this remark in the second appraisal, Mr. Hosaki:

"We cannot take the rent that the owner "is getting for the building at present as "a basis for setting the valuation ---"

This was in January, 1944;

"--- nor can we take the rent that the "lessee is getting as a basis for the "present valuation. As for the stores, "I think he is getting all they are worth "at the present time and as for the rooms

"above the stores and the old building at the "rear, I think he is getting far more than they "are worth."

As I understand it, these three stores and the nine apartments were all being rented by yourself at the date of evacuation. Is that correct?

A. That is right.

Q. And so far as you know that was the rent which the Custodian received after you left from those same people?

A. Well, I think the Custodian leased it out to the Chinese fellows. That appraisal was made in 1944?

Q. This was made in January, 1944.

A. Well, we were evacuated in 1942.

Q. Yes. I realize that.

A. And we had one of the Japanese fellows who was in the Canadian Army look at this place. We felt at least we should not put any improvements on it. We let things run as it was. When we had it we used to keep the walls clean and that sort of thing. We used to keep it in fair condition.

Q. Can you tell us just approximately, since we do not seem to have it in either appraisal, or on your claim, what rent per month you were getting for the whole of these premises at the date of evacuation, for the stores, the old building and the nine suites?

A. I would say close to $2400; about $200 a month.

Q. $200 per month? A. Per month.

Q. For the three stores?

A. Nine suites and the house at the back.

Q. That was your total rent for all those premises, $200 per month?

A. That is right; because my mother was living in the store, herself, you know, one of the stores.

Q. Which store? A. 701.

Q. Now then, about this property at 474 Alexander Street. I understand that you bought that house. It is, as I understand it, an ordinary house, referring to the Alexander Street house?

A. No. It used to be a rice mill and when I bought it it was converted into a factory with seven living rooms upstairs, so it is not just an ordinary house. It is more of solid construction than an ordinary house is.

Q. The ground floor was used as a factory and there were seven living or dwelling rooms upstairs?

A. That is right.

Q. And you paid $4,700 for that building alone in 1937? A. Yes.

Q. Did you occupy the premises continually there, from 1937 until evacuation?

A. That is right.

THE COMMISSIONER: That property is on Alexander Street?

MR. BEST: 474 Alexander Street, my lord.

If my friend would like to place a valuation on those premises on record perhaps there are one or two questions I might ask with respect to those premises, my lord.

MR. HUNTER: As requested by my friend I file the appraisals, first of all the appraisal of Johnson, Reeve & Watson, dated July 19, 1943, for $1,000; the second appraisal of Pemberton Realty Corporation Limited, dated April 15, 1944, for $1,000; both pertaining to 474 Alexander Street. I would suggest those be filed as one exhibit - Exhibit No. 3, I believe.

THE COMMISSIONER: Very well.

(APPRAISAL, JOHNSON, REEVE & WATSON, JULY 19, 1943; APPRAISAL, PEMBERTON REALTY CORPORATION, LIMITED, APRIL 15, 1944, MARKED EXHIBIT NO. 3)

MR. BEST: Q. These premises at 474 Alexander Street, as I understand it, were used by you as a factory for a fish-cake business. Is that correct? A. That is right.

Q. And were they used for any other purpose, for yourself?

A. Not for myself, no.

Q. I notice in the appraisal of Johnson, Reeve & Watson, the building is described in this way:

"The principal building is on the back of "the lot. It is a two-storey frame struc- "ture formerly used as a rice mill and "converted into dwelling quarters for two "tenants. First floor, three large rooms "not plastered."

I take it that a valuation was made by the Custodian after you left the premises. Is that correct? A. I think so.

Q. At any rate, or in any event, when you left the

factory it was purely a factory building?

A. For the first floor.

Q. Continuing on:

"The only plumbing is a water closet and "an old basin, no hot water tank. Electric "wiring in conduit."

What was the condition of the plumbing and the hot water when you left?

A. The hot water tank was there. The city by-law specifies that all food factories must have hot water.

Q. You used the hot water tank in your business?

A. Sure.

Q. I see. There is a further remark. You do not know anything about these rentals because they were made by the ---

A. I know about the one rental which was supposed to be to Mr. Barbaroff, New Westminster, at the time of evacuation. That was the top floor.

Q. He was going to live in it? A. Yes.

Q. I read:

"The buildings or of such a nondescript "character and arrangement that the pro- "perty would not appeal to buyers for use "and occupancy, without allowing for a "substantial expenditure for conversion. "We are of the opinion that the market "value is not more than $1,000."

So far as you were concerned it was a factory building only? A. Yes, sir.

Q. And you bought it as such and used it as such?

MR. BEST: I think that disposes pretty well of the real estate claims here. I do not know. It is up to Mr. Hunter whether he wishes to split this claim up into various parts, or just continue on.

THE COMMISSIONER: Is it convenient to present the whole claim.

MR. HUNTER: As far as I am concerned it would be more convenient that way, my lord.

THE COMMISSIONER: Very well.

What is 701-705 Hastings? Is that a real property claim?

MR. BEST: That is a real property claim, and then there is a business claim for these premises as well.

THE COMMISSIONER: I see.

MR. BEST: Q. Is that your mother's signature?

A. Yes, sir; that is right.

Q. And was that form prepared in your presence on your mother's instructions?

A. That is right.

(PARTICULARS OF PERSONAL PROPERTY, MARKED EXHIBIT NO. 4)

Q. Now, first of all, I understand from this claim that you are first claiming here for a fish-cake business which you operated in this factory at 474 Alexander Street. Is that correct?

A. That is right.

Q. I notice the claim is in your mother's name but you say that you operated the business. Is that

the situation?

A. Well, you know whatever I done it did not make any difference. We both took the responsibility for what each other did.

Q. You were sort of operating the business for your mother?

A. Yes. I was looking after whatever was necessary.

Q. That is the reason the claim was made in your mother's name? A. Yes.

THE COMMISSIONER: Is there any claim made in respect of this premises relating to the real estate alone?

MR. BEST: Yes, there is, my lord; a claim on 474 Alexander Street. You will notice that on the ---

THE COMMISSIONER: We have had that already.

MR. BEST: Yes, my lord.

THE COMMISSIONER: Just one minute. What is the situation in regard to 701-703 Hastings. Is that a real estate claim?

MR. BEST: That is, my lord; it is a real estate claim.

THE COMMISSIONER: It is a little confusing, having a real estate claim combined with what you call a business claim.

MR. BEST: Yes. It is confusing; I want to try and keep it separate in the claimant's mind.

THE COMMISSIONER: Suppose you go ahead and deal with the real property feature of the Hastings Street claim before you get into the question of chattels?

MR. BEST: Well now, so far as the real property on

Hastings Street alone is concerned, I do not think I am going to elaborate any further than I have gone, that is, that the claimant says that he built this building in 1928 after he bought it for $9,000. That is the gist of the claim. He paid $26,000, he says, to build the building ---

THE COMMISSIONER: That is not the Hastings Street. Is all this the same property?

You see, you have referred in your claim to 701-707 Hastings and Heatley. The real estate has been dealt with there.

MR. BEST: Yes, my lord.

THE COMMISSIONER: Then there is 474 Alexander Street and that, too, is purely a real estate claim?

MR. BEST: That is correct, my lord.

THE COMMISSIONER: Perhaps my confusion is becoming clarified. Now you are proceeding with a business claim in relation to the real property on Hastings Street, with which you have already dealt?

MR. BEST: Yes. That is correct. For the sake of following the form we will deal with the business claim on Alexander Street first, since it is number one on the personal property claim.

THE COMMISSIONER: Very good.

MR. BEST: Now, Mr. Hosaki, that was a fish-cake manufacturing business conducted by yourself, you have told us, on behalf of your mother at 474 Alexander Street?

A. That is right.

Q. Now, when was that business started?

A. You mean when did I buy it?

Q. Yes? A. 1937.

Q. You bought it in 1937? A. Yes.

Q. For how much?

A. The property and the business?

Q. Well now, one thing I am most anxious you do is to try to keep the business entirely separate from the property, since we have dealt with the property claim alone. We are talking about your fish-cake business only.

MR. HUNTER: My lord, at this point I should like to make the submission that this business not being sold as a going concern, there is no claim for good-will.

MR. BEST: Well now, the position we are in is similar to that in which we were in respect of one or two of those claims the other day.

I do not wish to take too much time elaborating on the point, but ---

THE COMMISSIONER: Of course you are bound, Mr. Best, by my ruling previously made.

MR. BEST: Yes; I appreciate that, my lord.

I think my friend will admit this, however, that the business was taken over as a going concern and on the ---

MR. HUNTER: I do not admit that, my lord.

THE COMMISSIONER: Well, if you have evidence to establish that in fact the business was taken

over by the Custodian as a going concern I will hear it.

MR. BEST: Yes, my lord.

THE COMMISSIONER: Then it will be for the Government to show, in view of Mr. Hunter's submission made now, that the Custodian did not take it over as a going concern nor did he dispose of it as a going concern.

MR. BEST: Yes.

THE COMMISSIONER: There is that difficulty in relation to these claims arising out of sale of a business at less than the fair market value.

MR. BEST: Yes, my lord. As I understand it if we can establish that the business existed as a going concern at the time the Custodian took it over then the onus shifts to the Government Counsel to prove that it either was impractical or impossible to sell the business as a going concern to enable us to claim for good-will?

THE COMMISSIONER: I would like to hear from Mr. Hunter on that point.

MR. HUNTER: I do not agree with that. My submission is that if it is not sold as a going concern then no claim for good-will exists. That is on the basis of your lordship's ruling. The question of negligence or anything of that sort has never come into these hearings.

THE COMMISSIONER: I have no authority to deal with a claim from that point of view. You are familiar with the order-in-council?

MR. BEST: Yes, my lord.

MR. HUNTER: If we sell as a going concern a business as a going concern then under your lordship's ruling evidence pertaining to good-will may be received, otherwise not.

THE COMMISSIONER: That is right; and your position is that there was vested in you not a business but certain chattels.

MR. HUNTER: That is the first one, my lord. The second one is that we did not sell it as a going concern.

THE COMMISSIONER: Yes. I follow you.

MR. BEST: On that point does it not get down to this, then: we admit in this case the Custodian did not sell this business as a going concern, or, so far as we know, make an effort to sell it as a going concern.

THE COMMISSIONER: Under those circumstances I think you are bound by the ruling, which I think we discussed some days ago.

MR. BEST: Yes. Just following your lordship's prior remarks, are we not in this position, in a claim of this type, that if the Custodian for some reason or other did not wish to sell it as a going concern, then he is free of any onus for not doing so? We admit that this was a rather specialized business which the Custodian took over, a young man evacuated rather rapidly, and I am concerned that the Custodian not be exonerated from any responsibility of attempting

to sell it as a going concern. There is the difficulty.

THE COMMISSIONER: Well now, that might well be the position you would be entitled to take, that the Custodian should have sold as a going concern and could have done so advantageously.

MR. BEST: That is our position here.

THE COMMISSIONER: That, then, does not involve good-will, as I see it, as well. It would involve this, that the Custodian did not sell at the fair market value.

MR. BEST: That is our precise position here.

THE COMMISSIONER: I do not look upon it, in view of the position you take, as a claim for good-will at all. You say he sold it at less than the fair market value because of the fact that he sold chattels and not the business.

MR. BEST: That is correct, my lord. The reason we have shown it as good-will is in effect the chattels apart from the good-will.

MR. HUNTER: My lord, this is a definite claim for good-will. He is particularly not alleging that the equipment and that property had a value of $10,000, plus $1,500, a total of $11,500, for this little place here, which ---

THE COMMISSIONER: No. Mr. Best seems to have shifted his ground from the position taken in the claim form.

MR. HUNTER: I mean, I do not wish to be difficult on this, but if he is no longer claiming for

good-will but merely claiming that we sold it at less than the fair market value, does my friend wish to amend his claim, because the claim becomes rather fantastic, I think.

MR. BEST: Certainly I will amend the claim.

The reason I have put that figure in as good-will is that the business, including the machinery and so on which was used to manufacture these fish-cakes in our honest opinion was not worth anything like $11,000 but the fish-cake manufacturing business as it existed at the date of evacuation, including machinery and good-will and possibly outstanding accounts and so on, we say as a going concern was worth $11,000.

THE COMMISSIONER: Of course, in the claim as originally filed there is no mention of a claim for good-will.

MR. BEST: My lord, I wonder if I might look at that.

THE COMMISSIONER: There is a reference to the barber shop being valued as a going concern but that is the only reference I find in the claim to any suggestion of a claim based on sale of a going business.

MR. BEST: On the original claim, my lord, have you one or two attached sheets?

THE COMMISSIONER: I have four or five attached sheets.

Now, wait one moment. Yes, on the last attached sheet you have set it up on the basis that 474 Alexander Street could have been sold

to Mr. Takahashi of Tacoma, Washington, in 1939, as a going concern for $12,000.

MR. BEST: Our submission, briefly, is that this was a manufacturing business which existed as a business at the time of evacuation. Apparently it was not sold as a business by the Custodian and it puts us in this position that if we are debarred from claiming good-will at all and the Custodian merely decided to sell the machinery in the place, of course, what the claimant might receive would be a small fraction--

THE COMMISSIONER: You are familiar with the ruling I have made that a claim for good-will cannot be considered unless the Custodian sold a business as a going concern.

MR. BEST: Yes, I am.

THE COMMISSIONER: Now, that is the end of that.

MR. BEST: Yes.

THE COMMISSIONER: As I understood your somewhat changed position as stated by you a moment ago, you are now saying that this business which you concede was not sold as a going concern should have been sold as such a business.

MR. BEST: Yes.

THE COMMISSIONER: But that therefore you did not get the fair market value. Is that your position?

MR. BEST: Yes; that is our position.

THE COMMISSIONER: I will not hear evidence as to good-will in the circumstances but I will hear

you on the other footing, namely, that the Custodian should have sold as a going concern and could have done so.

MR. BEST: Yes.

THE COMMISSIONER: And that therefore you did not get the fair market value.

MR. BEST: Very well.

Q. About this fish-cake business of yours, you have told us that it existed for how long?

A. Since the time I bought it in 1937 until the time of evacuation.

Q. You were continuously in the business of manufacturing fish-cakes during that period?

A. Outside of the time I sold to the fellow for $20,000.

Q. I have as an exhibit ---

A. That is just a copy of the original.

Q. Have you the original?

A. No. The original was left in Vancouver. We do not know what happened to it. That was sent to me from the solicitor in Vancouver who made that copy up.

Q. Then, there was an agreement between yourself, described as manufacturer, of 701 East Hastings Street in the City of Vancouver and Gentaro Yamada, dated May 1st, 1939, and it purports to cover ---

MR. HUNTER: May I suggest this, that before we go on and hear the value of this business, we hear the evidence showing that it was left as an

operating business? I have not heard any of that, yet.

THE COMMISSIONER: All right.

MR. BEST: The witness has said that he was manufacturing fish-cakes in this place right up to the time of evacuation.

MR. HUNTER: Yes, but I would like to hear that it was continuing. He stated in his claim form that this was a very secretive business, carried on for generations in Japan.

THE COMMISSIONER: I made this note. I wish to be sure I have expressly corrected the position you now take, that you put the claim on the ground that the Custodian failed to sell the business, which he could have done and should have done, with the result that the Custodian failed to realize the fair market value.

MR. BEST: That is correct, my lord.

THE COMMISSIONER: Will you now proceed to adduce evidence to support the claim so expressed?

MR. BEST: Yes, my lord.

THE COMMISSIONER: Because that is the way I read the claim as it was originally expressed by the claimant, himself, or whoever assisted him, but now in your Exhibit 1, as I pointed out before, it appears to be set up on the basis of a claim for good-will.

MR. BEST: I am afraid that is largely a result of the way the form was set up. We utilized it as such perhaps with not true regard to the situation.

Q. Mr. Hosaki, as I understand it, you did, shall we say, attempt to sell this business to Mr. Yamada, in May, 1939?

THE COMMISSIONER: What interest have I in that?

Here is the situation, as I see it: All of the persons of Japanese origin were evacuated in 1942 from the coast area. This property and the business operated in it was situated in the protected area. If he could have sold it in 1939 for any sum of money it does not follow that he could have sold it in 1942 for any sum of money, nor that anybody else would buy it. That is what I wish to hear. Have you evidence to show that it could have been sold in 1942 after the evacuation policy was laid down by the Federal Government, that then a market could have been found for the business?

MR. BEST: Are we not then in the position that we are being prejudiced here by the mere fact of evacuation; and, as I conceive the order-in-council, we are to consider the fair market of this business apart from the fact of evacuation

THE COMMISSIONER: I do not follow you there at all.

I am not concerned with the merits or demerits of the evacuation policy. That is not a matter which has been left for my consideration at all. All I am concerned with, and the extent of my jurisdiction is, as I understand it, to determine whether properties were sold at a fair market value and if I find they were

not I am called upon to make a recommendation to the Executive Council.

MR. BEST: Exactly, my lord.

THE COMMISSIONER: So, I would ask you to direct the mind of your witness to what could have been done with these premises after the evacuation policy had been laid down.

MR. BEST: The only purpose for adducing this particular evidence was due to the fact that apparently in 1939 the property was worth $18,900.

THE COMMISSIONER: That would arise from the fact that there was a large Japanese community resident within the protected area. I am not sure, but I assume this particular type of business was a business catering to the Japanese community in Vancouver.

MR. BEST: We concede that largely to be the case but not exclusively. I understand that some Occidentals bought these fish-cakes.

THE COMMISSIONER: Will you go on and present your claim on that footing?

MR. BEST: Yes.

THE COMMISSIONER: I can quite appreciate that this may have been a very valuable business in 1939 when the Japanese community was resident in Vancouver but that is not the factual situation with which I am dealing.

MR. BEST: No. If your lordship thinks any evidence prior to evacuation is worthless then I will

not take any more time.

THE COMMISSIONER: I have no hesitation in saying that I feel that it is because of the facts I have just outlined to you there was a population of perhaps 15,000 persons of Japanese origin in Vancouver and 20,000 odd in British Columbia in 1939 but the majority of those people were moved elsewhere in the early part of 1942. I am concerned with 1942, not with 1939.

THE WITNESS: Excuse me. May I have a word?

THE COMMISSIONER: You are represented by counsel at this sittings and I will hear from him. If there is anything you wish to have expressed you may discuss it later with your counsel and he no doubt will determine whether or not it should be presented.

MR. BEST: Q. I understood from you that an offer had been made to you at the time of evacuation by - was it Black Brothers?

A. No, O'Connor Brothers, in Black Harbour, New Brunswick.

Q. For this fish-cake business? A. Yes.

Q. Is that correct? A. Yes.

Q. And how much were they prepared to pay you for your business at that time?

A. They were prepared to pay me the initial sum of $5,000, plus royalties on each one they sold. They were going to put it up in cans instead of fresh loaves. They never had a formula for things like that. They were going to pay me an

initial amount of $5,000, plus half a cent royalty on each tin sold.

Q. Was that offer ever reduced to writing?

A. It was sent to me in writing but I never paid any attention to it because at the time of evacuation we figured that some time we may be able to come back to Vancouver to operate that business again.

Q. You did not write and tell them that you rejected the offer. You just did not pay any attention to it?

A. I wrote to them that I would think it over. That was all that was said about it, and I was evacuated right after that.

Q. This firm of O'Connor Brothers, was that a firm operated by Occidentals?

A. Yes; that is right.

Q. I see. Now then ---

THE COMMISSIONER: Since there is correspondence in regard to this offer is that not available?

MR. BEST; Q. Have you got that original letter from O'Connor Brothers?

A. No. We had a lot of these important papers, letters and documents, and things like that, and we left them in Vancouver. At one time we wrote to the Custodian asking for permission to come back into the protected area so that we could bring these back with us. They refused us, that we cannot come into the protected area. The cost price of these properties, 701, and

everything like that, has just been lost.

Q. About this particular letter from O'Connor Brothers of which you have told us, this offer, that was one of the documents you left in Vancouver?

A. That is right.

Q. Have you any other correspondence relating to that offer, or any other offer relating to your business here which is available?

A. No; but there was quite a few Chinese fellows after me in Toronto to make me go back into the business again, but ---

Q. You mean to start a business here?

A. Yes.

Q. We are not concerned with that. A. No.

THE COMMISSIONER: What is the address of O'Connor Brothers?

THE WITNESS: Black Harbour, New Brunswick.

Q. Black Harbour? A. Yes.

Q. Did you inform the Custodian of the fact that you had had such an offer? A. No.

MR. BEST: Q. Now, Mr. Hosaki, in regard to your claim for your confectionery business at 701 Hastings, I notice that you place your gross turn-over at $2,800 and that the $2,000 item for net income, 1941, covers both the income from the confectionery and the barber shop businesses?

A. That is right.

THE COMMISSIONER: Q. This fish-cake business was

run in the Alexander Street premises? Is that right? A. That is right; but when the letter came from the O'Connor Brothers it came to 701 Hastings Street.

Q. But it related to the fish-cake business which you carried on at AlexanderStreet?

A. Yes.

Q. What was the amount of the offer, again?

A. $5,000 initial cash and half a cent a can for royalties, on each can.

Q. Well now, that, then, was an offer based on your continuing to operate the business?

A. No. They were going to take it over. The $5,000 was for the grinders and the machinery, etc.

THE COMMISSIONER: Yes; all right.

MR. BEST: Q. I understand that your confectionery business at 701 Hastings Street was taken over and was sold as a going concern by the Custodian. Is that the situation?

A. That is right.

Q. How long had you operated that business?

A. Since 1928, since the time we finished building that place on Hastings Street.

Q. You had operated a confectionery business continuously there since that time?

A. That is right.

Q. And the barber shop was really in the next shop, but sort of operated with it?

A. That is right.

Q. And you say that your net income in 1941 from

those two businesses was $2,000?

A. That is right.

Q. I see.

THE COMMISSIONER: This confectionery business was a merchant business? A. Yes.

Q. It was not manufacturing?

A. No. It was a merchant business.

MR. BEST: Q. I am producing to you, Mr. Hosaki, a bill of sale dated October 26, 1942, from Koto Hosaki, as grantor, to Yen Chong, as grantee, for the ---

THE COMMISSIONER: Mr. Best, did the claimant sell this business?

MR. BEST: No, my lord. It is the bill of sale, of which perhaps my friend has the original, which he can introduce as an exhibit. This is a copy, one of the originals of the bill of sale which the Custodian sent to the claimant to sign, having sold the business as a going concern.

THE COMMISSIONER: Who made the sale? Was it the Custodian or claimant who made the sale?

MR. BEST: The Custodian but it is made in the name of the claimant and the document was sent by the Custodian to the claimant to sign.

MR. HUNTER: For approval. The Custodian, where he was not getting the approval of the owner, always signed the bill of sale himself, as your lordship observed in the number which have been filed.

THE COMMISSIONER: Yes. That is what appeared to me,

and that is why I interjected. This sale appears to be a sale made by the claimant.

MR. BEST: That is not my understanding of it. My understanding is that the Custodian actually made the sale. I do not know why it was not in the name of the Custodian but apparently the document was sent to the claimant to sign and they refused to sign it. I have the document here with the Chinese signature on it, just as evidence of the fact that while it was never completed apparently the Custodian then did sell it to the Chinese, on his own, through his own name, rather.

THE COMMISSIONER: All right; go ahead.

MR. BEST: Q. Was that document sent to you for your signature? A. Yes.

MR. HUNTER: I presume when he says "you" he is referring to him, as agent for his mother?

MR. BEST: That is correct.

THE COMMISSIONER: That is as I understood it.

MR. BEST: That is correct.

THE COMMISSIONER: You are putting in the bill of sale?

MR. BEST: I think I had better.

THE COMMISSIONER: What is the date?

MR. BEST: The date is October 26, 1942.

THE COMMISSIONER: And you have said that this was sent from the Custodian but I have not heard that from the witness. You will bring that out?

MR. BEST: Yes, my lord.

Q. Was this bill of sale sent to you from the

Custodian's office? A. Yes.

Q. What did they ask you to do with it?

A. To sign it and send it back to the Custodian so the Custodian could deal with it.

Q. What did you do?

A. I left it alone. I ignored it. They had no business selling it for $320. It was a ridiculous sum.

Q. Did you write to them and say you would not sign the bill of sale?

A. I think I did. I am not quite sure if I wrote to them and told them that. We got the documents they sent to us to sign, so they never actually sold it with our permission.

(BILL OF SALE, OCTOBER 26, 1942, MARKED EXHIBIT NO. 5)

Q. So far as this business is concerned you have claimed $1,500 here which you say was the amount of the good-will of the business here. How did you calculate that sum?

A. At the time of evacuation, in 1942, we could have sold that business for $3,000. There was about---

Q. Just a minute, now. When you make a statement like that let me ask you to whom could you have sold it for $3,000?

A. I think a Chinese fellow.

Q. Do you know his name?

A. No, I do not know his name. I never even bothered to ask his name. We figured it was an insult to even come and offer to buy it just because the Japanese people were being evacuated and the

Chinese people had the upper hand.

Q. This was a verbal offer? A. Yes.

Q. Was he a stranger to you? A. Yes.

Q. For $3,000? A. Yes.

Q. For the confectionery business, stock-in-trade and everything? A. Yes.

Q. Did you have any other offers?

A. No; no, I do not think so.

Q. Can you break down for us what portion of your net income of $2,000 was from the confectionery business and what was from the barber shop business?

A. Well, the confectionery is about $50 a month, I think, income, and barber shop was about $40; that is, after paying for the barber and expenses and everything. That is a net income.

Q. I see. Now, so far as the barber shop business alone is concerned, what happened to it?

A. I think the Custodian sold the chattels.

Q. Pardon? A. I think the Custodian just sold whatever they could out of it. They never sold it as a going concern, I do not think.

Q. He sold the chattels?

A. At an auction.

Q. You are not a barber? A. No.

Q. How was this barber shop operated? Did you rent it?

A. I rented it to a barber.

Q. Another Japanese? A. Yes.

Q. And did he cut hair exclusively for Japanese

people or did he cut it for some Occidentals?

A. Mostly Occidentals.

THE COMMISSIONER: The barber shop apparently was operated by some one other than the claimant, or was he an employee of the claimant?

MR. BEST: He was an employee of the claimant, as I understand it.

THE COMMISSIONER: We have not that out, yet.

MR. HUNTER: I think he was a tenant.

THE COMMISSIONER: The witness said he rented it to another Japanese. What does that mean?

MR. BEST: The barber shop.

THE COMMISSIONER: But, the witness should give us the fact.

THE WITNESS: The equipment which was in the barber shop was ours. We bought it first. We set this lady up. She had no children. She stayed there and paid the rent as a tenant. On hair she cut she used to give us a percentage out of it, outside of the rent. She used to pay rent for the back which she used as living quarters for her husband and herself.

THE COMMISSIONER: Q. You rented the premises which were occupied by her as a barber shop and dwelling and you also rented her barber shop equipment?

A. May I have that again?

Q. You rented to this woman the equipment as well as the premises where the barber shop and equipment was?

A. We rented to her the back part, the living

quarters, the bedroom and the kitchen. There was a solid wall between the front and the back. We had equipment in there, barber chairs and heaters and everything like that. She carried on the business for us.

MR. BEST: Q. You said she gave you a certain percentage of her income. Was that figured out so much per haircut?

A. Yes. Individual haircuts, yes.

Q. In effect, you were in partnership with this woman and she did the actual cutting of hair?

THE COMMISSIONER: That is a matter for me to determine, whether it was partnership, or rental, or what it was.

MR. BEST: Yes.

Q. Mr. Hosaki, did you have any written agreement with this woman? A. No, no.

Q. Did you ever have any written agreement with her?

A. No.

Q. Will you tell us exactly how much she paid you for the use of the building and equipment and how your books were kept?

A. Oh, she paid us $25 for the rent for the back part, see; but that $25 included to a certain extent the use of the equipment alone, too. She paid us about $15 a month for commission on haircutting.

Q. And how was that calculated?

A. So much per haircut.

Q. How much per haircut?

A. I think it was five cents, something like that.

THE COMMISSIONER: It appears to me that that discloses that this business was not run by the claimant at all, but it was run by the Japanese woman using the equipment which was rented to her by the claimant.

MR. BEST: My lord, I would concede that if it were a straight case of rental that would be the case, but here they had some sort of arrangement.

THE COMMISSIONER: I can only take the evidence from the claimant as he is giving it here. That is the way he describes it.

MR. BEST: Q. Did this woman use any equipment other than yours, or did she use exclusively your equipment? A. All ours.

Q. Was she there up until the time of evacuation?

A. Yes; that is right.

Q. How long had she been there?

A. Since 1928.

THE COMMISSIONER: Q. She was a Japanese woman?

A. Yes, sir.

MR. BEST: Well, my lord, if I may interrupt here, I would contend that this was not a straight case of rental, but ---

THE COMMISSIONER: Argument will come later, Mr. Best. That is the way it appears to me at the moment but you may be able to convince me to the contrary.

MR. BEST: All right, my lord.

I do not think there are any further

questions relating to that particular business claim.

Q. Now, Mr. Hosaki, is that your mother's signature and was that claim prepared on your instructions with her? A. Yes.

(PARTICULARS OF PERSONAL CHATTELS CLAIM, MARKED EXHIBIT NO. 6)

Q. At the time you filed your claim last January, Mr. Hosaki, there were attached to the claim three lists of chattels. Is that correct?

A. That is one.

Q. One list, goods reported stolen and missing, with a certain valuation opposite each item?

A. That is right.

Q. The second list, No. 2, goods sold through auction, with the price at which they were sold and your valuation? A. Yes.

Q. And the third list, goods inventoried by Custodian but unaccounted for?

A. That is right.

Q. Now, do those lists, together with the list which we have on your personal chattels claim form, comprise your sole claim for personal chattels?

A. Yes.

Q. I wonder if you would tell us where those chattels were left?

A. Left in the basement of 701 Hastings East.

THE COMMISSIONER: Q. And does that relate to the chattels listed in the three numbered lists, No. 1, 2 and 3? A. Yes.

MR. BEST: As I understand it, my lord.

Q. Is that correct? A. Yes.

Q. All of the chattels were left there?

A. Yes.

MR. BEST: It may be that my friend wishes to cross-examine at length on these chattels but I think it is largely a question of valuation and I do not propose to take any time at this stage.

That is all.

THE COMMISSIONER: Before you conclude, I take it that Exhibit 6 shows only some of the chattels for which a claim is made?

MR. BEST: That is correct, my lord.

THE COMMISSIONER: And for the rest I can look at Exhibits 1, 2 and 3, attached to the claim form?

MR. BEST: Yes, my lord.

THE COMMISSIONER: Are the articles shown in Exhibit 6 also shown in one or the other of these three lists?

MR. BEST: I believe they are. I must confess I have not scanned it entirely with that in mind, but I think they are shown in the original lists as well as here. The larger items were simply taken out of the original list.

THE COMMISSIONER: Well now, I think I will ask you to point out to me where the articles shown in Exhibit 6 are listed in the three lists.

For instance, I see the chesterfield in list No. 1.

MR. BEST: Yes, my lord. The Underwood typewriter is

also in list No. 1; the Electrolux vacuum cleaner is also in No. 1; the ultra-violet ray lamp is also in No. 1; the Acme washing machine is also in No. 1; the large chest of drawers filled with good clothing, valued at $150, is also in No. 1; the large ---

THE COMMISSIONER: Referring to the kimonas, Exhibit No. 6, is just a repetition of this Exhibit 1.

MR. BEST: I do not think Exhibit No. 6 contains the auto skid chains.

MR. HUNTER: Yes, it does.

THE COMMISSIONER: It does.

MR. BEST: Yes; up further, too. It looks very much as if the items are almost identical. We skip the two or three small items, the lawnmower, the bathtub and the toilet bowl, and the boom chains.

THE COMMISSIONER: The boom chains are included.

MR. BEST: And, to Exhibit 6 the Buddha cabinet seems to be added.

THE COMMISSIONER: The Buddha cabinet was not sold. I take it this falls in the same status as the other?

MR. HUNTER: Yes, my lord. We never sold them. They were always removed.

THE COMMISSIONER: Where does the walnut desk appear?

MR. HUNTER: In list No. 3, my lord; the same as the tennis raquets; the same with the chest of drawers; the same with the next one, large box, wedding veil and dresses.

THE COMMISSIONER: Carpetry tools?

MR. HUNTER: One large wooden box, carpentry tools, list No. 3.

THE COMMISSIONER: All right; that seems to cover it.

MR. BEST: Thank you, my lord.

MR. HUNTER: May I suggest we adjourn for luncheon?

THE COMMISSIONER: Yes. Since we are going to adjourn a little early this afternoon, would counsel prefer to start a little earlier after luncheon?

MR. BEST: That is quite all right with me.

THE COMMISSIONER: I am in your hands.

MR. BEST: I am prepared to go on at 2.00 o'clock, if your lordship prefers that.

MR. HUNTER: Mr. Matthew, the deputy Custodian, has asked me to do a bit of a job for him at lunch time.

THE COMMISSIONER: Very well; under the circumstances we will adjourn until 2.30 o'clock p.m.

(FURTHER PROCEEDINGS ADJOURNED UNTIL 2.30 O'CLOCK P.M., MAY 10, 1948.)

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

A.G. Veitch

"A.G. VEITCH"
Official Reporter.

(Page 45 follows.)

Toronto, Ont.,

May 10th, 1948. 2:30 P.M.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT).

THE COMMISSIONER: Have you finished with the witness, Mr. Best?

MR. BEST: Yes, my lord, I have.

SHIZUO HOSAKI, resumed the stand, testified further as follows:

MR. HUNTER: It is submitted, my lord, that the real properties were sold for their fair market values. It is submitted that insofar as the businesses are concerned, and that insofar as the fish cake business is concerned, there was no goodwill. It was not sold as a going concern. It is submitted similarly in the case of the other businesses, the tobacconist and grocery store or barber shop, that they were not sold as going concerns, and in the alternative that if they must be considered as having been sold as a going concern, that there is no claim for goodwill beyond what the Custodian obtained.

It is submitted that all personal property sold was sold for its fair market value and that the prices asked for personal property not sold by the Custodian are exorbitant.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Hosaki, is that a photograph of your business premises on Hastings Street?

A Part of it.

Q What is missing from that photograph?

A This photograph doesn't take it all in.

Q I say what is missing from it.

A The rear part of the back house.

Q Describe it graphically so that the reporter can get it down so that someone reading that report would know what is missing.

A The two places, 378 to 392, is partially missing.

Q Are you referring to the building behind the stores? Is that the one you are referring to?

A Yes.

Q That is the old house that was moved to the back of the lot? A: Yes.

Q So far as the business premises and the upstairs are concerned, they are all shown on this photograph?

A Yes.

(PHOTOGRAPH MARKED EXHIBIT NO. 7).

Q And what is that a photograph of (producing)?

A That is the property at 474 Alexander Street, looking from Alexander Street.

Q And in front of it is the garage. Is that your garage? A: Yes, that is our garage.

Q Well, how else would you look at this property other than from Alexander Street?

A The main part of the building was at the rear.

Q You say looking at it from Alexander Street. Is there any other way you would look at it? Does

it front on any other street, or face on any other street? A: Oh no, but the main part of the property that is in question is 474 Alexander Street, the factory building, is it not?

Q Never mind that. There is no other street that you would look at it from? That is the way you look at this property?

A Yes, that is right.

Q With the garage and the building behind it?

A Yes.

(PHOTOGRAPH MARKED EXHIBIT NO. 8).

THE COMMISSIONER: Q: Witness, would you come here a moment and look at Exhibit 7 and point out now where the dwelling in the rear is on this photograph? A: You mean from this block of stores here?

Q Yes. A: From this window back.

Q You indicate the third window from the right on the left hand facing of the building as we are looking at the picture now?

A That is right.

Q How far back does it extend beyond the photograph?

A You mean this block right here ? Right there (indicating).

Q That is in this building; but is there not another building behind it? A: This is it, (indicating). It isn't joined together. There is a space in between there, you know, but from the angle the picture was taken it looks as if they

were together.

Q You are referring now to the back of the building at the extreme left of the photograph?

A That is right.

Q With the chimney pot showing above?

A Yes.

THE COMMISSIONER: Very well.

MR. HUNTER: I would file the analysis of personal property claim as Exhibit 9.

(CLAIMS ANALYSIS MARKED EXHIBIT NO. 9).

MR. HUNTER: Q: Now this fish cake business of yours, you mentioned in connection with it machinery. What machinery did you leave on the premises there?

A Well you want each one?

Q Yes. A: There was a meat mincer.

Q Yes, how big was that? A: It wasn't very big, you know. It is about 1¼ inches by about a foot high, driven by electric motors.

Q The same kind of a thing they have in a butcher shop, is it? A: Only bigger.

Q Just how big was it, now? The measurement you gave doesn't indicate it is any bigger than the ones in a butcher shop?

A There is the different sizes of outlets on those meat mincers, you know. The one we had -- the size goes by the number of holes per square inch.

Q Yes, what horsepower was your motor?

A Two horse.

Q Two horse, all right. You had a meat mincer with

a two horsepower motor. Did it drive the mincer and anything else? A: It drove the grinder as well.

Q What was it? A: It was a stone grinder weighing about 1500 pounds.

Q What does it grind? A: Fish.

Q All right. Are those the two pieces of machinery you had? A: Then there were swing saws and things like that, and pulleys.

Q What were the swing saws used for?

A Cutting up little wooden boards for making fish cake.

Q Cutting them up -- boards? A: Boards. The fish cake was sitting on boards, you see, and we cut them by ourselves. We bought them in a length and we cut them to six inches long. That is what we used the swing saw for.

Q What do you mean by a swing saw?

A It is an ordinary saw you use to pull.

Q You mean a handsaw? A: No. It is driven by an electric motor and you bring the saw t towards you to cut the board.

THE COMMISSIONER: Q: That is it is suspended from the ceiling, I suppose, is it?

A Yes, that is right.

MR. HUNTER: Q: Anything else?

A There was a boiler made out of cement.

Q I presume that was a fixture in the place, was it?

A No, it wasn't a fixture.

Q Was it sitting there, floating in air, or was it

attached to something?

A It was sitting on the floor.

Q And what was it attached to?

A What do you mean, what was it attached to?

Q Was it attached to the floor?

A Yes. It goes right below. The base of the boiler was below the floor.

Q In other words, it was affixed to the property and was a fixture? A: Yes.

Q What else did you have? What was the boiler used for, incidentally? A: For steaming the fish cakes.

Q For supplying steam for cooking?

A Yes.

Q Anything else? A: And a hot water storage tank. There were a couple of big sinks and some cupboards, cash register and stoves.

Q Stoves? How many did you have?

A One stove, a gas oven.

Q Yes. A: And there were a lot of these different shapes for making the different shaped fish cakes, like moulds.

Q How many moulds? A: I couldn't say offhand how many moulds there were. Quite a bunch of them.

Q Ordinary tin moulds? A: No, they are dug out of wood, or carved out of wood, and there is some gas plate for deep frying.

Q Yes. A: And shelves, that is about all.

Q You bought those things when you took over the business, is that right?

A Yes.

Q How much did you pay for the business?

A For the business, or the property with it?

Q The business. A: The business alone was a thousand dollars. The business at that time was just shot.

Q The business alone. All right. We come to the time of your evacuation and you left everything there, did you? A: That is right.

Q And did you declare it to the Custodian?

A Yes.

Q It was all declared to the Custodian?

A Yes.

Q Any person walking in there could make fish cakes, is that right? A: Well anybody who knows how to make them, sure.

Q Yes, exactly. The only person who could make fish-cakes would be a person who knew the secret of making them? A: Yes.

Q Did you turn over the secret to the Custodian?

A He never asked for it.

Q Did you turn it over to him?

A No.

Q Did you ask him to sell it for you?

A No.

Q You still have it, have you? Did you ever sell it to anybody? A: I sold part in the States, yes.

Q Q In other words, you have sold part of it yourself?

A Yes.

THE COMMISSIONER: Just one moment. Is the witness speaking of something prior to the evacuation or something subsequent to evacuation?

MR. HUNTER: I was about to determine that, my lord.

Q When did you sell this part in the States?

A 1939.

Q So you had already sold part of it long before evacuation? A: That is right.

Q Now let us go to the part that is left? Have you ever sold any of it in Canada?

A No.

Q You never sold the secret? A: No.

Q Then you still have the secret, have you?

A I sold it as to the agreement there.

Q I beg your pardon? A: I sold it as to the agreement.

Q I am sorry, I can't make out what you say. You sold it? A: I sold the business at one time.

Q Yes, but that didn't go through.

A It went through but the fellow contacted T.B. and if anyone had a contagious disease --

Q I am not talking about that. I am talking about after evacuation. Did you ever sell any part of the business after evacuation?

A No.

Q You have never told anybody the secret?

A No.

Q And you have never sold it?

A No.

Q How did you expect the Custodian to sell the business with goodwill if you didn't give the thing necessary for goodwill?

A If they had an opportunity of selling it, they should write and say so.

Q Never mind what he is expected to do. How did you expect to sell it if you didn't tell him the secret? A: He never asked for the secret. Why should I give the Custodiam the secret?

Q Exactly. The Custodiam obviously couldn't sell the business if he hadn't the secret.

A If he had come to me with a half decent offer, maybe I would have told him the secret.

Q But you never did convey it to him?

A No.

Q You still have it and are able to sell it if there is a market? A: Yes, sure, if there is any market.

Q And you always were able to sell it if there was any market, weren't you?

A Yes.

Q All right, now we come down to the question of Alexander Street. Your mother decided to lease that, didn't she? First of all she appointed our friend, Mr. Campbell, to look after her affairs, didn't she? A: Yes.

Q And she made a lease or negotiated for a lease

with a Mr. Kozawko, is it?

A Not for 474 Alexander Street.

Q I am sorry, you are right. She made a lease to a Mr. F. Baronoff? A: Some name like that.

Q And she signed the lease? A: 474 Alexander? She says no.

Q Who did sign it? A: I think it was just on a rental basis, wasn't it?

Q On a monthly basis? A: Yes.

Q It was just an oral lease, was it?

A That is right.

Q And that was for the whole premises?

A No, just the one upstairs.

Q Are yousure now? A: I am quite sure because the machinery was sitting downstairs at the time we left Vancouver for the Interior.

Q You are sure that only that part of the building was leased? A:By us, yes.

THE COMMISSIONER: Q: That is to say the upper floor in which the dwelling premises were, is that the situation? A: That is correct.

Q Those were above the factory?

A That is right.

MR. HUNTER: Q: Was your sister in that property at all?

A No. She was running it for me while I was down in the States.

Q When did you go to the States?

A I went in 1940.

Q Yes, and your sister was there, was she, at 474

Alexander? A: In 1940.

Q Yes, how long was she there?

A No, not in 1940. She was there after I sold the business to Yamada, but he gave it back to me, then I let my sister run it. I couldn't do it because I was too busy.

Q Are you sure that your sister wasn't there in 1942?

A Oh, she was there in 1942.

Q I see, and this was after you had left, was it?

A You mean after evacuation?

Q Yes. A: Yes, sure.

Q Your sister was still there? A: I left on the last day of May or the first day of June.

Q And she stayed there doing what?

A Watching the place for me.

Q Where was she living? A: 474 Alexander Street.

Q But whereabouts? A: Upstairs.

Q She was living upstairs. So she was actually the tenant or person occupying it until it was rented, is that it? A: Yes.

MR. HUNTER: I see. Now the correspondence here, my lord, indicates that the whole property was rented. Whether that is so or not, we will have to find out when we call the witnesses. It is something one would infer from reading the correspondence.

THE COMMISSIONER: We have it from the witness' answer that only the upper part of the building was leased.

MR. HUNTER: Yes. Mr. Campbell had another belief, I

judge from the correspondence, but it may be he agrees with the witness. We will have to call him later and find out.

Q Regarding the Hastings Street property, your mother negotiated there, didn't she, with a Mr. Kozako, is it? A: Yes, at first.

Q And it was agreed that he would take over the lease of the place? A: Yes.

Q At, what is it, $125.00 a month?

A That is right.

Q And that in addition she would buy her stock-in-trade? A: Yes.

Q And an inventory of the stock-in-trade was made?

A Yes.

Q And it was to be taken over at invoice price?

A Yes.

THE COMMISSIONER: Q: Did this cover all the Hastings Street property, 701 to 703?

A Yes, the $125.00 a month lease covers the whole thing.

MR. HUNTER: Q: Whose signature is that?

A That is my mother's signature.

THE COMMISSIONER: Now, Mr. Best, will you tell the lady I would prefer she sit back, and then if she has any testimony that she wishes to give, she will be available to be called later. Perhaps the Interpreter can help you.

MR. HUNTER: This is a letter, my lord, dated October 23, 1942, to Harold D. Campbell, from the claimant, re 701 to 707 East Hastings Street,

352-370 Heatley Avenue. I am sorry, my lord, this is dated October 27th, 1942.

"Further to the arrangements already practically completed for Mr. Kozawko to take over the above property and the stock of my store at & 701 Hastings East, I have today been advised by Mr. Kozawko that an unforseen accident has happened to his partner which alters his financial position. Although he has already turned over to you as Agent for the Office of the Custodian three months advance rent amounting to $375.00 and paid another $125.00 to me covering the first month's rent under the lease already signed, he is now not in the position to pay me cash for the stock of the store and complete the Bill of Sale prepared by my solicitor, Mr. J.A. McLennan.

"As I am leaving tomorrow, and do not wish to have to make other arrangements, and am absolutely satisfied as to Mr. Kozawko's good faith in the matter and his integrity, particularly in view of the advance rent paid, I wish to turn over the stock as listed in the Bill of Sale to him and leave it to him to pay whatever he can from month to month with his rent. If the Custodian has no objection to this I will obtain from him an acknowledgement of the amount of stock so turned over and will file it with the Custodian in order that my interests may be protected. Will you kindly advise me immediately if the Custodian consents?"

I would file that as Exhibit 10.

(LETTER MARKED EXHIBIT NO. 10).

MR. HUNTER: Perhaps I should have read this letter I have here now before that one, my lord. This one could go in with it as Exhibit 10 after it is identified.

THE COMMISSIONER: Very well.

MR. HUNTER: Q: That is your mother's signature?

A Yes.

MR. HUNTER: This is the prior letter addressed to Campbell by Mrs. Koto Hosaki. It is dated October 23rd, 1942, re the same matter.

"This is to advise you, as Agent for the Office of the Custodian in respect to my above property, that I have received an offer to rent the above two premises and all sub-divisions thereof for a period of two years at a monthly rental of $125.00 from Ray Kozawko.

"In addition to the premises I am renting to him for this amount the chattels of the furnished or semi-furnished suites located on the Hastings Street property and also the fixtures and equipment of the grocery store at 701 East Hastings, previously operated by myself, and the fixtures and equipment of 705 East Hastings Street consisting of barber shop equipment, also owned by myself. This is to take effect from the 26th of October, 1942.

"It is understood that Mr. Kozawko will pay for the water rates for the duration of this lease.

"Mr. Kozawko is also purchasing from me for cash the stock of my grocery store at invoice. The stock is being mutually checked by us and we will advise you of the amount for which the Bill of Sale Absolute shall be drawn. As security for the chattels being leased in conjunction with the premises, Mr. Kozawko has agreed to deposit with the Custodian three months' rent to be applied against the last three months' rental due under the lease.

"Will you kindly obtain a written confirmation of this arrangement with Mr. Kozawko together with the deposit payable by him under the terms of the lease, and instruct the Solicitors, Norris & MacLennan to draw up the lease on the terms outlined above and also the Bill of Sale covering the stock, when the actual amount involved in the sale is obtainable.

"In closing I request that you handle the collections and management of my property for the duration of the lease or until such time as I return to the protected area."

THE COMMISSIONER: Was Campbell acting as an agent for the Custodian?

MR. HUNTER: I think possibly for the purpose of reporting and remitting money.

As your Lordship remembers, what quite often occurred was people would ask that so and so be appointed an agent of the Custodian to look after their property. That is, usually this was after they had already appointed him their agent to look after it, and they would ask that the Custodian

confirm it, and the Custodian very often did it. He retained an all-over right, but in many cases approve the larger transaction, but, generally speaking, in the ordinary management of it all the agent did insofar as the Custodian was concerned was to report to the Custodian telling him what was going on, and he would get periodic reports.

This is a report such as that that I propose to read next, which will go in for information subject to later proof.

THE COMMISSIONER: Yes. This is the report by Harold Campbell, is it?

MR. HUNTER: Harold E. Campbell, my lord, dated February 2nd, 1943.

"Further to recent conferences with Mr. Shears, Mrs. McArthur and Mr. Douet of your office, I have drawn a statement of reconciliation in connection with the different phases of the operation of the above property and/or business, and I am enclosing same to you herewith, in duplicate.

"To enable you to avoid going through the many detailed reports already on file, the following is a detailed summary of the situation which should make the attached statements quite clear.

"On October 23, 1942, Mrs. Hosaki made an arrangement with a Mr. Ray Kozawko, then a tenant of hers, to rent the entire premises on the property at the above address. These consisted of a two storey frame building with nine suites on the

"second floor and three stores on the ground floor, together with the chattels situated thereon. The other premises, on the same corner property, consist of a double duplex with four individual living quarters. These were to be rented to Mr. Kozawko for two years at a rental of $125.00 a month. In addition, Mrs. Hosaki proposed to sell to Mr. Kozawko the stock of the corner grocery store which she was operating herself; the price of the stock to him was to be the invoiced cost.

"Mrs. Hosaki brought Mr. Kozawko to my office to obtain your approval of this arrangement, which was received and the Solicitors, Norris & MacLennan, instructed to draw up the necessary documents covering the Lease and the Sale. The first month's rent of $125.00 was paid to Mrs. Hosaki by Kozawko and, in addition, $375.00 was deposited by him with the Solicitor, covering three months' advance rent.

"The stock was then inventoried but due to the imminent departure of Mrs. Hosaki, the stock was never actually priced at invoice but simply estimated by her.

"The following day, which was the one prior to Mrs. Hosaki's date of evacuation, Kozawko, instead of paying for the stock, advised me that through unforseen circumstances over which he had no control, he was unable to go through with the purchase of the stock and requested that the deal be called off. At my suggestion he discussed

"the matter with Mrs. Hosaki and she persuaded him to go ahead with the arrangement and pay her for the stock if, as and when he could. He reluctantly agreed to do so. The arrangement was confirmed by your office and Kozawko took over the control of the building and the stock of the store.

"Five or six days later Kozawko again contacted me and advised me that he found it impossible to carry on as, apart from the lack of working capital, the assistance with the operation of the store which he had expected to receive from his partner, was not available as his partner was very seriously injured and in hospital. I persuaded him to carry on temporarily and reported the matter to your office and it was arranged that I should endeavour to obtain someone who would take over the situation on the same basis as Kozawko.

"Due to a bad rental situation, resulting from Mrs. Hosaki's infraction of the Rental Control Board Regulations, it was found impossible for some time to close with any of the prospective lessees and/or purchasers.

"On the 12th of November, Mr. Kozawko advised me that it was simply impossible for him to carry on any longer and handed the keys of the premises and stock over to me. I arranged for the stock to be again inventoried in order to reconcile the merchandise returned with that which he originally took over from Mrs. Hosaki. In addtion, I arranged for a man to live on the rear premises of the store

for the purpose of looking after the hot water furnace, cleaning, garbage removal, collection of rents, etc.

"On the 20th of November, while the caretaker was out for his dinner, entry was forced to the premises by way of the basement and through the trap door to the living premises behind the store and the biggest percentage of the cigarettes and tobacco stock and sundry other articles stolen. This was immediately reported to the Police on the return of the caretaker but due to the type of articles stolen no recovery has yet been effected.

"It was then necessary to have another inventory taken to ascertain the amount of the loss. This was done and all three inventories priced at invoice by a jobber. As shown by my statement the estimated value placed on the goods by Mrs. Hosaki was considerably over the actual value, her figure being $401.27 but the inventory, when actually properly priced was found to be only worth $336.05.

"It was also found that the value of the stock return by Kozawko had been increased and was worth $456.73.

"On comparing thepriced inventory after the robbery with stock turned back to me by Kozawko, it was found that the value of the stolen merchandise was $121.28, leaving stock on hand of $335.45 (this sugject to reduction in event of sale for loss by perishables and unreturnable and

unsaleable magazines.)

"After a considerable amount of time and trouble I eventually obtained three Chinese who agreed to take over the situation and an Agreement was drawn and went into effect on the 10th of December, 1942. The premises in toto were rented to Charlie Lim and Lim Lip Foon and a Bill of Sale Absolute, for the stock, made to Yen Chong who entered into a sub-lease for the store premises from the two lessees. The basis of this arrangement is identical with that issued by Mrs. Hosaki, namely a rental of $125.00 for a period of two years and the sale of the stock at invoice, with the following exception; that no advance rent was obtained. They are apparently very satisfactory tenants, the two months' rent already due has been paid on the dot and I am quite satisfied with that the waiver of advance rent is of no moment.

"As you can understand, this situation has involved a tremendous amount of time and expense. The drawing of a comprehensive reconciliation from the several different statements covering the operations under different managements, and the allocation of the different costs incurred, loss involved and adjustment of rents, has been quite complicated. The basis of allocation was agreed on at a conference in Mr. Shears' office and the attached statement is split up into two parts, one covering the rental situation, the other the

different phases of the operation of the grocery store.

"This statement, which was submitted in rough to Mr. Douet and Mr. Shears, and, I understand, approved of, provides that Mr. Kozawko will be returned an amount of $332.24 of the $375.00 advance rent held. He is absorbing a loss here of $42.76 together with receiving no credit for his increase in the amount of stock at the time it was turned over to myself. His total loss is $75.29 which is the biggest part of the robbery loss of $121.28. I have discussed this settlement with him and have persuaded him to accept same in return for a full Quit Claim. The feeling of the conference was that if he had remained on the premises and operated the store the robbery would probably have been avoided and that it was only equitable that he bear a certain part of the loss involved.

"Mr. Kozawko has now beenwaiting some months for the return of his money and I suggest that if this statement is approved, as I understand it is, I be immediately instructed to refund Kozawko's money in return for a Quittance. I also suggest that the Lease and Bill of Sale, already in your hands, be now forwarded to Mrs. Hosaki for signature, together with one copy of this statement.

"If there are any points in this statement or report that are not entirely clear, I would appreciate your advising me and I will be only too glad to provide more detailed information. The work sheets

covering the adjustments, etc., are available at any time in event your office should find need of them. Yours very truly, H.D. Campbell, Per. R.C. Messenger.

N.B. Net amount due Mrs. Hosaki re sale of stock, $262.00; Amount due as per Rental Statement, $168.13; Total amount due as at January 10, 1943 $430.13.

"Of this amount $320.00 is being held in escrow by the Solicitors, Norris & MacLennan, pending return of completed Bill of Sale Absolute, signed by Mrs. Hosaki, and the Indenture of Lease. Also please note the allowance to Charlie Lim for rents collected in advance, as per Statement, in an amount of $74.35 has already been settled.

"I would also draw your attention to recent communications from the City Hall with regard to defective wiring in the Heatley Avenue part of this property and also that certain steps and verandahs on the same property are dangerous and the City Building Inspector requires them to be repaired. These are being attended to at the present time and will, of course, have to be charged against the amount due to Mrs. Hosaki."

Then there is a statement of the transactions re the grocery store attached, my lord, which should go in as part of the same exhibit. The letter is dated February 2nd, 1943, or the report, from Harold D. Campbell to the Office of the Custodian, and attached thereto is a statement of the account.

I will put those in as Exhibit 11, my lord.

(DOCUMENTS MARKED EXHIBIT NO. 11)

THE COMMISSIONER: While we are on the subject of that report, what stand does the Government take? That in carrying out this transaction Campbell was acting as agent for the Custodian or agent for the claimant?

MR. HUNTER: Our position, my lord, is that he was agent for the claimant. It may be that when the facts are more thoroughly examined and I have a chance to talk to some of the people involved, that he may turn out to be an agent also of the Custodian, but I am not in a position to make that statement at the present time.

THE COMMISSIONER: I take it you do not wish to take a definite stand as to just what his status was at the moment?

MR. HUNTER: I would like to have a chance to examine the witnesses, my lord, because you can only infer it from the correspondence now.

THE COMMISSIONER: That is right. No doubt the claimant will contend he was the Custodian's agent.

MR. HUNTER: I have no doubt of that. The claimant, I judge from the correspondence, has considered him an agent of the Custodian although it was at her request he was appointed.

THE COMMISSIONER: Yes, I see.

MR. HUNTER: The point I tried to make out of that letter, and which, of course, will have to be brought out later, was simply that the arrangement finally

made was practically identical with the arrangement made by the claimant herself.

There is a terrific amount of correspondence, and I am rather weary of putting in great masses of correspondence, and I am quite sure your Lordship will become weary ofreading it. I am trying to extract just portions of it. There is an appraisal by Willard's Auction Rooms, my lord, dated January 31st, 1945, of a large number of chattels situated at 701 to 707, whatever it is, Hastings Street. I would like to put that in as Exhibit 12.

(APPRAISAL MARKED EXHIBIT NO. 12).

THE COMMISSIONER: I notice there are some figures in Exhibit 12, Mr. Hunter, that have been struck through with pencil. Am I to take it that you are eliminating those particular articles?

MR. HUNTER: There was a letter came with it of even date which said:

"Acting under your instructions, I called at the premises at 701 East Hastings St., Vancouver, and there examined the goods of Mrs. Koto Hosaki, file no. 12890. The date of examination Nov. 21st, 1944. I submitted a valuation to you at that time which was incomplete, owing to the fact that I could not get into several of the rooms upstairs. I have been back several times in the last few days and finally succeeded in valuating all the rooms, so you will now have a complete picture, even though some of these goods have been sold, I will include the full list and

will mark 'Sold' anything that has been handled in my auction room."

I don't know whether you wish that attached to Exhibit 12.

THE COMMISSIONER: It might be just as well because it is a little doubtful .

MR. HUNTER: I produce a bill of sale, my lord, dated the 6th of April, 1945, from the Custodian to Lem Butt, and set out on page 2 there is an inventory of the items included in the bill of sale.

THE COMMISSIONER: Is this a sale of chattels or part of the equipment?

MR. HUNTER: It is both,my lord. It covers the chattels, that is furniture and that type of thing. It also covers the store fixtures at 701 East Hastings and at 705, some of them your Lordship will recall from the previous exhibit. The barber chair, and so on, were sold at auction, but it does include a large mirror and the linoleum in the barber shop. I will tender that as Exhibit 13. The consideration is four hundred dollars, my lord.

(DOCUMENT MARKED EXHIBIT NO. 13).

MR. BEST: Excuse me, my lord, I have a copy of it and it shows $497.60. Is that correct?

MR. HUNTER: Maybe they changed it. Originally it was $400.00. I am sorry, that was wrong, it is $497.60. Originally they had a more limited number of goods they were including and it was to be $400.00. It was approved by the advisory committee in February of 1945. From these long lists inventories

of the stock-in-trade were made, priced at invoice. The original list is of October 23rd, and then a new list on November 12th, when Mr. Kozawko left, and then a final list after the theft when they took a new inventory. I think Mr. Campbell's letter summarizes it very well, unless your Lordship would like to look at these. They are just things like Borden's Milk and Heinz' vegetables. Perhaps to complete the case it should be put in.

THE COMMISSIONER: I am quite content to take your statement that Campbell's letter does summarize it sufficiently and unless counsel for the claimant prefers the document, I do not desire it.

MR. BEST: I haven't any intention of scanning these, can by can. Unless they are going to be used, I don't think there is any point in them.

THE COMMISSIONER: You can dispense with the filing of them, Mr. Hunter.

MR. HUNTER: They are available in case they are ever wanted, my lord. I wonder if I could have Exhibit 11 again.

Q Your mother did wish Mr. Kozawko to go on with this deal, I judge, from Mr. Campbell's report?

A Yes.

Q And she persuaded him to carry on when he thought he couldn't. A: I don't know about the persuading business.

Q You don't know? A: No. At the time the lease was drawn up, I wasn't in Vancouver; I was already evacuated.

Q I don't know whether you remember this, but he says, "As shown by my statement the estimated value placed on the goods by Mrs. Hosaki was considerably over the actual value, her figure being $401.27 but the inventory, when actually properly priced was found to be only worth $336.05". Do you know whether it was a fact that your mother didn't

a actually add up the figures?

A Yes, maybe that is a mistake.

Q The letter says she was in such a hurry that she actually estimated the value?

A Yes, that is about it.

Q You think that is probably correct, is it?

A Yes.

Q I see here that there is a letter to your mother explaining about this theft. A: Yes, we received that letter.

Q The one in which she was advised that she had been charged with a portion of the theft. Did she ever reply to that, do you know?

A I think she did.

Q You don't know though, eh? A: No.

Q That is a letter of February 22nd. Do you remember whether your mother received that?

A I think this Mr. Kozawko, he left Vancouver, did he not?

Q I don't know. A: He left Vancouver and he wrote to my mother about that loss of $75.60, is it?

Q That he was charged with?

A He apparently didn't want to absorb the loss. He already absorbed it and raised a fuss about it and regretted it, and I think my mother sent him a cheque to square it for $65.00 or something.

MR. HUNTER: The reason I bring out this letter, my lord, is that while Mr. Hosaki had been charged up with $75.29 of the total loss at $121.28, the claimant had been charged up with the rest, and the explanation given in this letter is that in view of the fact that "this theft occurred due to your own tenant falling down on the original arrangement made, it is only fair that you should bear a portion of the loss". That was the position taken by the Custodian. It is up to your Lordship to decide whether it was a fair position, and I thought it should be placed before you.

THE COMMISSIONER: I think it would be as well to put that letter in. It may not appear clearly from the transcript. There again it is put in for information only.

MR. HUNTER: Yes, that will go in as Exhibit 14, or do you wish it to be attached to Campbell's report?

THE COMMISSIONER: I think it might better be attached to Campbell's report.

MR. HUNTER: This will become part of Exhibit 11 then.

Q Your mother did receive that letter, did she?

A Yes.

MR. HUNTER: This is a rather complicated thing, my lord. I feel that from my own point of view I am through, and it is clear to me but I am not sure I have made

it clear to your Lordship.

THE COMMISSIONER: I think I have the situation now and probably an examination of the documents will clarify any doubt I have on the situation now.

MR. HUNTER: The analysis is much longer than usual and there is a lot of information there when your Lordship comes to read the document. That is all.

THE COMMISSIONER: Any re-examination?

MR. BEST: Just one or two questions, my lord.

RE-DIRECT EXAMINATION BY MR. BEST:

Q Mr. Hosaki, Mr. Hunter was examining you in relation to your fish cake business. I understood you to say that you had been -- that you had not given the secret of making fish cakes to the Custodian since you were never requested for it. Now, in relation to this proposed sale to the O'Connor Brothers, I take it that you, of course, would have given the formulas necessary to the O'Connor Brothers since they would be making the fish cakes and paying you a royalty?

A That is right.

Q But the transaction didn't go so far as you actually turning it over to them? A: Yes.

MR. BEST: I think that is all, my lord.

MR. HUNTER: My lord, there is one submission I neglected to make, and that is it is submitted that a secret process which is not a document or not capable of being ascertained without reading a person's mind doesn't vest in the Custodian.

MR. BEST: Just on that point, my lord, I think possibly I have already made our position clear, that the Custodian knowing at the time of evacuation and taking over the business, that it could have been s sold as a going concern which would have involved--

THE COMMISSIONER: There is no evidence that the Custodian knew, is there? I asked the claimant, or the son of the claimant particularly whether he had made any such disclosure to the Custodian and he said no, even of the existence of a secret process.

Q Am I right in that? A: That is right.

MR. BEST: Q: Then you didn't tell the Custodian that there was a process, not that you told him what it was, but that there was a process?

A No, I never told him there was a process.

Q At the time it was taken over there wasn't any conversation with the Custodian's officers?

THE COMMISSIONER: Now this is getting pretty close to cross-examination of your own witness, is it not?

MR. BEST: All right, my lord. I don't want to disregard the rules of evidence too much.

THE COMMISSIONER: I thought possibly there had been some such disclosure made, that is why I asked the question, and he was perfectly frank and said no, there had not been anything said by him to indicate to the Custodian that there was a secret process. That is how I understood his answer, which he confirmed just now.

MR. BEST: I will let it stand that way, my lord.

THE COMMISSIONER: Now did you desire to call the mother for any purpose?

MR. BEST: I don' t believe so, my lord.

THE COMMISSIONER: It appears to me we have all the facts.

MR. BEST: The son is really more familiar with all the facts despite the fact that most of the letters are addressed to her.

THE COMMISSIONER: Thank you, Mr. Hosaki, that is all.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

T. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

JAN 14 1948

Case 1025

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

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

ACKNOWLEDGED

12890

Toronto

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

(1) NAME HOSAKI (Print) Surname Koto Given Name (RCMP) Reg. No. 12496

(2) Pre-Evacuation Address 701 Hasting St. E., Vancouver, B.C.

(3) Present Address 264 Gainsborough Road, Toronto, Ontario.

(4) REAL ESTATE

(a) Street Address (if any) (1)701-707 Hastings Ave. E., Vancouver, B.C.
352-392 Heatley Avenue " "
(2)474 Alexander St. " "
(3)701 Hastings Ave. Business City or Municipality, Province
(4) 705 Hastings Ave. Business

(b) Legal description (lot number, block number, section number, etc.) (1) Lots 39&40, Block 60 Plan 181, Vancouver
(2) Lot 14 Block 41 Plan 196 Vancouver (See attached List)
(3) Part of (1)
(4) Part of (1)

(c) Type of Real Property (cross out words which do not apply):
(i) ~~Farm~~
(ii) Residence & Type of business (1)Store and Apartments (2)Frame building and Fishcake Business (3) Confectionary Business (4) Barber Shop Business
(iii) Business
(iv) Any other type of property (describe)

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

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

(i) Land - - - - - - - - - - - - - - - - $

(ii) Buildings - - - - - - - - - - - - - - $

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - $ (1)29000.00 (2)12000.00 (3) 3000.00 (4) 700.00

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 44,700.00

(v) Amount at which Custodian sold property and credited your account - - $ 10,564.25 (1) 9000.00 (2)12000.00 (3)320.00 (4) 44.25

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 34,135.75

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
701-705 Hastings Ave and Heatley Ave. (Second Floors)

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

(c) How stored or packed at time of evacuation
Some smaller articles packed in boxes

(over)

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

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

1.	See attached list #1	Estimated Value $	1552.00
2.	See attached list #2 Value - 300.10	Estimated Value $	
3.	Sold by Custodian for 120.90	Estimated Value $	179.20
4.		Estimated Value $	
5.	See attached list #3	Estimated Value $	1442.00
6.		Estimated Value $	
7.		Estimated Value $	
8.		Estimated Value $	
9.		Estimated Value $	
10.		Estimated Value $	
	TOTAL CLAIM FOR PROPERTY LOSS	$	3173.20

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 37,308.95

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

(b) Do you require the services of an interpreter at the hearing? Yes or no Yes

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

DOMINION OF CANADA)
County of York)
TO WIT:)

I, Koto Hosaki of the City
of Toronto in the Province of Ontario

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the City)
of Toronto)
in the County of York)
this 10th day of January)
A.D. 1947.) KOTO HOSAKI

R A Best) A Commissioner &c.

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

January 10, 1948.

List #1

GOODS REPORTED STOLEN & MISSING

Goods stolen - valued by Custodian November 23, 1942 (stock)-		120.00
1	3 piece chesterfield suite	185.00
2	pairs new serge suit	95.00
1	pair new overcoat	45.00
1	Underwood typewriter	55.00
1	Electrolux Vacuum Cleaner (new)	99.00
1	Ultra Violet Ray Lamp	25.00
1	Acme washing machine (used 1½ years)	125.00
1	table lamp	10.00
1	step ladder	5.00
1	Large chest of drawers filled with good clothing	150.00
1	Large chest of drawers filled with Japanese festival kimonas	250.00
1	Complete set plumber tools	100.00
1	lawnmower (new)	15.00
1	Bathtub	50.00
1	toilet bowl	15.00
20	length boom chains	200.00
1	set 650/16 auto skid chains	8.00
		$1552.00

January 10, 1948.

List #2

GOODS SOLD THROUGH AUCTION

	SOLD FOR	VALUE
Books	.25	7.00
Clothing	4.00	8.00
Books	5.50	10.00
Records	1.25	5.00
Record carrier	1.50	3.00
Tins	.80	2.00
Box of crockery	2.20	5.00
Box of contents	.35	1.00
Box and contents	1.40	3.00
Light fixtures	1.00	2.00
Christmas decorations	.25	2.00
Basket and contents	.95	2.00
Box of iron	1.30	3.00
Crockery, dishes, etc.	4.55	10.00
Box of Misc.	1.05	2.00
Bamboo rods	.35	1.00
Broom	.25	.60
Stepladder	.50	2.50
Box and contents	.75	2.00
2 Tubs and contents	.50	4.00
1 Cocoanut mat	1.05	2.00
Partial bundle of shingles	.50	1.00
3 burner gas plate	1.75	3.00
Screen door and storm door	.75	3.00
Sleigh (child's)	.25	2.00
Old trunk, broken and damaged	.45	2.00
3 paper satchels	.25	1.00
Box of toys	2.80	5.00
Child's high chair	.50	3.00
Rocker and chair	1.25	5.00
Old broken camera	1.50	2.00
cushions	.25	1.00
14 Chairs	8.95	14.00
7 Chairs	6.00	14.00
4 Chairs	3.25	6.00
High chair	3.35	5.00
5 Mats	1.80	5.00
Chest of drawers	4.75	10.00
Panel bed	4.25	10.00
Bed	3.00	10.00
Gramaphone	5.00	10.00
Small heater	.75	3.00
1 Ice box	5.00	10.00
Small heater	2.50	5.00
Old chest of drawers	.50	1.00
Cupboard	2.50	5.00
	$91.60	$213.10

January 10, 1948.

List #2 (carried forward -	91.60	213.10
Cupboard	2.75	5.00
Gramaphone, no tone arm or winder	1.00	2.00
Copper cooker	4.50	14.00
Lamp (broken)	.85	2.00
Lacquer bowl	1.00	2.00
Christmas decorations	.25	2.00
Photographic equipment	.70	3.00
Sewing bos	.65	2.00
Hanging plate	.25	1.00
Crockery	2.10	4.00
Glassware	2.95	5.00
4 Bowls	1.00	3.00
1 Set dominion educator	1.50	25.00
3 odd chairs	.80	2.00
Wardrobe, homemade	9.00	15.00
	$120.90	$300.10

January 10, 1948.

List #3

GOODS INVENTORIED (BY CUST.) BUT UNACCOUNTED FOR

14	benches	28.00
3	rolls of Japanese carpet	15.00
2	doz. kitchen chairs	24.00
4	homemade tables	8.00
1	trunk and contents	30.00
1	rubber floor mat	2.00
1	large box	15.00
1	big lamp shade	7.00
4	boxes (clothing)	40.00
1	pile of boxes (contents unknown)	25.00
1	chest of drawers (filled with clothing)	50.00
1	walnut office desk	100.00
1	box Tennis racquets	75.00
1	basket Pot stands	50.00
1	carton books	15.00
1	baby crib	25.00
1	box trays (Jap, lacquer festival)	75.00
1	small box (contents unknown)(Jap."su")	5.00
1	set Curtains and dishes	15.00
1	box with two trays	10.00
1	Bedstead and spring	25.00
3	Bedsteads and 1 spring	40.00
6	Bedsteads and 1 spring	70.00
1	Bedstead and one spring	20.00
1	Flowerpot stand	5.00
1	chest of drawers	150.00
1	round table	8.00
1	kitchen cupboard with glass doors	25.00
1	small washstand and table	10.00
1	small table	5.00
1	gramaphone	15.00
1	box of books	25.00
1	large box (contains wedding veil and dresses)	100.00
1	large wooden box (carpenter tools)	50.00
1	small cabinet	5.00
1	small table	5.00
2	brown bedsteads and 3 springs	50.00
1	buddha cabinet	150.00
1	kitchen cabinet, top and bottom	35.00
1	three-quarter bed spring	10.00
1	album of gramaphone records	25.00
		$1442.00

January 10, 1948.

701-703-707 Hasting St. E. 39 & 40/60/181

Built in 1928 at cost of $37,700.00
Second floor included 9/2 roomed suites completely furnished with hot water system and 3 stores on the ground floor was a corner lot

352-368-370-392 Heatley Ave. a continuation of above property was a 4-family quadruplex

The two above mentioned buildings including property, furnishing on the second floor of 701 Hastings could have been sold to the company of 3 Chinese gentlemen who made an offer for $29,000.00 in January of 1944.

Refused to sell no matter what the amount was because we wanted someplace to come back to and there was a great personal tie involved with this property which was built by the late Mr. Hosaki. 29000.00

701 Hastings 39&40/60/181
sold for 9000.00

Store at 701 Hasting offer to purchase received by Chinese fellow at the time we left Vancouver Oct. 29, 1942 ..... 3000.00

Fixtures and goods sold at invoice price and amount credited to our account 320.00

Furnishing on the second floor of 701 Hastings and Fixtures in store sold for 497.60

Barber shop at 703 Hastings valued as a going concern 700.00

Fixtures sold at Auction and credited for 44.25

9861.85 $32700.00

January 10, 1948.

474 Alexander St. 14/41/196.

2 Storey frame mfg. building with 7 living rooms
2 bathrooms including extra large tin wood shed
and 2 car garage also made of tin rock garden
and glass enclosed fish pool
sold for..... 1200.00

Could have been sold to Mr. Takahashi of Tacoma, Wash.
in 1939 as going concern for 12000.00

This plant operated under the trade name of "YAMASAN"
above mentioned price included property, etc.

The reason this business was so highly valued was that
it was a very secretive business handed down through
generations in Japan. Bought in 1937 for $5700.00 from
Mr. Kagawa now in Japan.

Claim $10,800.00

HOSAKI - Koto
(Claimant's Name)

REAL ESTATE
(Other than farm)

12496
Reg. No.

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
(1) Block of stores	(1) 3 stores 9 suites Apts upstairs	Frame siding	Stores & Apts	50 x 120	1928	Mch. 1928
(2) Factory (going concern)	(2) 7 rooms over factory	Frame	Manufacture of fish cakes	25 x 122	1937	May

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
(1) Commercial & business	$9000.00 (approx.) for land & old bldg	Front block built; installed hot water system - bath, at cost of $26,000.	$29,000.00
(2) Commercial & business	$~~7~~700.00 -	(2) None	~~$8,000.00~~ H, 5,700.

Comments re upkeep of premises: (1) Claimant lived close by and cared for property personally. Exterior completely painted in 1942

Comments re Appraiser's report not covered above: (1) Claimant moved old house to rear of lot and built new store premises in 1928-1929. Property assessed in 1942 at $9900.00. Initial cost price has therefore, no relationship whatever to value at the time Custodian sold property.

(2) Property assessed in 1942 at $2230.00

EXHIBIT No. 1025-1
DATE 10 May 1948
FILED BY R. a. Bert

Koto Hosaki
Signature

C. J. LOEWEN
NOTARY PUBLIC

A. ROUT HARVEY

LOEWEN & HARVEY, LIMITED

FIRE. CASUALTY. BURGLARY
AUTOMOBILE. PLATE GLASS
INSURANCE
AGENTS FOR
EAGLE, STAR AND BRITISH
DOMINIONS INSURANCE
COMPANY LIMITED
OF LONDON, ENG.

ESTATE AGENTS INSURANCE
MORTGAGES REAL ESTATE

TELEPHONE
MARINE 4341
CODES
A.B.C. 5TH EDITION
WESTERN UNION
CABLE ADDRESS
"LOWHAR"

EXHIBIT No. 1025-2
DATE 10 May 1948
FILED BY J. W. G. Hunter

751 DUNSMUIR STREET
VANCOUVER. B.C.

5th October, 1943.

Rec'd OCT 6 1943
File No.
Ans.
Referred

Department of The Secretary of State,
(Japanese Evacuation Section)
506 Royal Bank Bldg.,
Granville & Hastings Street,
Vancouver, B.C.

Dear Sir:-

Re: Catalogue "a" - 116, 701-707 E. Hastings Street, and 352 - 370 Heatley Avenue, Lots 39-40, Blk 60, DL. 181.

This property is on the North East corner of East Hastings Street and Heatley Avenue and is 50x120 feet to a 20ft lane. The lots are 9 to 10 feet below the level of Hastings Street and some 3 feet below the level of Heatley Avenue at the lane.

On the corner there is a two (2) storey frame building with full basement 50x55 feet. XX The foundations are of cement to street level and all posts are on cement footings. There is no floor except for the Hot Water Boiler which stands on a cement slab. There is an outside entrance to the basement but the inside entrance is through a trap door at the back of the corner store and the stair is exceptionally steep. There are five (5) single flue chimneys complete from the ground.

The first floor contains three (3) stores facing on Hastings Street. These are divided into store and living quarters, and each contains a toilet and sink, the centre store having in addition a hand basin.

Entrance to the second floor is by an outside stair at the back of the building and a through hall leads from the top of the stairs to the front. There are two (2) public toilets and one (1) bathroom, and nine (9) two (2) roomed suites leading off the hall. Each suite consists of Kitchen-diningroom, and Bedroom-livingroom. There is a sink in each kitchen. XX

The exterior of the building is of narrow siding which is cracked in one or two places on the east wall, and the whole of the building should be painted. The roof is of flat tar and gravel surface, but there was no means of access to this. The tenant in the inside store advised that it was leaking, but this leak appears to come from the roof above the back portion of his store where the second floor has been built back four (4) feet from the East wall. XXX

On the rear of the property there is an old large house divided into four (4) occupancies, each with four (4) rooms. This

building is in a very general state of delapidation. The roof has been patched, the eave and down pipes need replacing and the exterior walls are in poor condition. There is no Hot water in these suites and the water pressure is poor. Recently the wiring has been renewed in conduit.

In my opinion a fair valuation is $9300.00 . XXX

Yours faithfully,

Loewen and Harvey, Limited.

A. Rout Harvey.

Director.

ARH/F.

GEORGE F. JACOBS
NOTARY PUBLIC

PHONE PACIFIC 6636

GEORGE F. JACOBS & CO.

REAL ESTATE, INSURANCE AND FINANCIAL BROKERS
LOANS, RENTALS AND COLLECTIONS

245 EAST HASTINGS ST.

Vancouver, B. C., January 17th *1944*

Messrs. Campbell & Pemberton,
506 Crown Building,
615 West Pender Street,
VANCOUVER, British Columbia.

Dear Sirs:

I have this day inspected the property known as Lots 39 and 40, in Block 60, D. L. 181 and 196, in the City of Vancouver, in the Province of British Columbia. The said property is situated on the north-east corner of Hastings Street and Heatley Avenue, in the City of Vancouver. This street is sparsely settled and mostly by foreigners.

The building on the corner is a two-storey frame structure with three stores on the ground floor and nine bachelor suites above. The owner furnishes a gas range in each suite. There are two lots, 25 feet by 122 feet, each. In the front, on Hastings Street, they are about nine feet below the sidewalk which gives the building a natural basement and there is a twenty-foot lane at the rear.

There is, besides the store in the front, an old building that was originally on the front of the lot on Hastings Street, and which has been moved to the back. This building is made up of four-room suites and there are toilets in the building for each suite but no baths. It would take considerable money to put this building into a condition that would be acceptable by the Health Department. I further might state that there is one bath in the building that is situated on Hastings Street and the tenants in this building may use this bath. There is no heating system in either the front or the rear building.

We cannot take the rent that the owner is getting for the building at present as a basis for setting the valuation nor can we take the rent that the lessee is getting as a basis for the present valuation. As for the stores, I think he is getting all they are worth at the present time and as for the rooms above the stores and the old building at the rear, I think he is getting far more than they are worth.

After weighing the thing up very carefully, I would place the valuation on the above property at $8,500.00.

GFJ/S.

Geo F. Jacobs

Yours very truly,
GEORGE F. JACOBS,

DOUGLAS W. REEVE, F. S. I.
CHARTERED SURVEYOR AND VALUER
GEORGE A. WATSON

TELEPHONE MARINE 8264
CABLE ADDRESS "JONREE" VANCOUVER

JOHNSON, REEVE AND WATSON

ESTATE AGENTS

VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES

MEMBERS VANCOUVER REAL ESTATE EXCHANGE

BANK OF NOVA SCOTIA BUILDING
602 WEST HASTINGS STREET
VANCOUVER, B.C.

19th July, 1943.

EXHIBIT No. 1025-3
DATE 10 may 1948
FILED BY J. W. G. Hunter.

The Custodian's Office,
VANCOUVER, B.C.

File No. 12890

Dear Sir: re Catalogue No. 12
Lot 14 Block 41 D.L. 196
474 Alexander Street

We have inspected this property and beg to report as follows:

Location Industrial district near waterfront, slow in development.
Land 25' x 122'
Buildings The principal building is on the back of the lot. It is a 2 storey frame structure formerly used as a rice mill and converted into dwelling quarters for 2 tenants. 1st Floor. 3 large rooms (not plastered). The only plumbing is a w.c. and an old basin. (no hot water tank). Electric wiring in conduit.
2nd Floor. 6 rooms (not plastered) 1 w.c. 1 sink. There are a garage and a woodshed on the front of the lot, with plank floors, corrugated iron walls and sheet rubberoid roofs.
Condition The shingled roof is in fair condition, but the siding on the east wall is broken and falling away. The plumbing is old and defective as well as deficient. General condition is unsatisfactory.
Rent From 2 tenants $20.+50 per month.
City Assessment $2,180 (Land $700. Buildings $1,480)
Taxes $76.51
Appraisal The buildings are of such a nondescript character and arrangement that the property would not appeal to buyers for use and occupancy, without allowing for a substantial expenditure for conversion. We are of the opinion that the market value is not more than $1,000.

Yours faithfully,

JOHNSON, REEVE & WATSON

per DeReeve

DWR

ESTABLISHED 1887

Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

418 HOWE STREET
VANCOUVER, CANADA

April 15th, 1944
"One Day Nearer Victory".

File 12890

Catalogue #12.

474 Alexander Street, 14/41/196.

Lot 25 by 122.

XXXX

This is a two-storey frame building. First floor was used as a candy factory, now used as living quarters. Second floor has six rooms, all wood partitions; sink and toilet on each floor. Very old and run-down.

Value for Sale $1,000

PEMBERTON REALTY CORPORATION LIMITED

W G Moore

XXXX

W. G. Moore.

WGM-JM

HOSAKI - Koto
(Claimant's Name)

PERSONAL PROPERTY
(Business)

12496
Reg. No.

Type of BUSINESS	Location	Gross Turnover 1941	Average Mark Up	Net Income 1941	Estimated Value of Goodwill
Fish Cake Business	474 Alexander St. Vancouver, B.C.	$5000.	40%	2000.00	$1,000
Confectionary "	701 Hastings Ave. Vancouver	$2800.	6⅔%	$2000.00	1,500.
Barber Shop Business	703 Hastings Ave. "			$2000.00	

Description of Stock-in-trade at evacuation (Attach inventory with cost prices)

Whether prices mentioned are wholesale or retail:

I PURCHASED THE BUSINESS

Date of Purchase	Price	Value Stock Date of Purchase	Value of Furniture equipment and Fixtures at date of purchase	Value of Goodwill at date of purchase:

EXHIBIT No. 1025-4
DATE 10 may 1948
FILED BY
R. a. Bell

Furniture equipment and fixtures acquired after purchases:

Description	Date Acquired	New or Used at Date Acquired	Price Paid	Condition when Evacuated:	Estimated value at date of Evacuation:
(1)				good	~~$10,000.00~~
(2) Ice-cream refrigerator		new	$1200.00	good	1500.00 ~~3,000.00~~
(3) Show cases, scales, chairs, tables, register		new	$759.00	good	700.00
Mirror, L inoleum, barber chair clipper; barber seat for child		new			

List of Accounts Receivable and Accounts collected by Custodian Attached:

Method of Storage and Arrangements Made at Time of Evacuation:

Additional comments, if any: (1) This [redacted] rather high valuation placed on this business is a result of its very secretive nature and the fact that the formula for fish cakes was known to claimant and very few other persons. As an example of the worth of the business Mr. Takahashi of Tacoma, Wash. offered claimant $12,000. for his American business of a similar nature in 1939

(2)

(3)

Koto Hosaki
Signature

"A"

This Indenture

made in triplicate the 26th day of October in the year of our Lord one thousand nine hundred and forty-two.

BETWEEN

State Full Name Address and Occupation.

KOTO HOSAKI, formerly of 701 East Hastings Street, in the City of Vancouver, in the Province of British Columbia, Widow,

hereinafter called the "Grantor," of the

First part, and

State Full Name Address and Occupation.

YEN CHONG, of 154 East Pender Street, in the City of Vancouver, in the Province of British Columbia, Merchant,

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 Three Hundred and Twenty ($320.00)..Dollars.

AND WHEREAS the said sale was agreed to on October 26th, 1942 but not acknowledged by formal agreement as herein provided due to circumstances beyond the control of the parties hereto.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement, and in consideration of the sum of

Three Hundred and Twenty. . . . . Dollars ($320.00) 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:

The candies, groceries, cigarettes, tobaccos, confections and all stock-in-trade situate in, on or about the store premises at 701 East Hastings Street, in the City of Vancouver, in the Province of British Columbia, and the Goodwill of the store business formerly carried on by the Grantor.

EXHIBIT No. 1025-5
DATE 10 May 1948
FILED BY R. A. Best

all of which said goods, chattels and effects are now in the possession of the Grantor and are situate, lying and being in or upon and about

the premises at 701 East Hastings 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.

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

Signed, Sealed and Delivered
IN THE PRESENCE OF

J. A. [illegible]
Cor W Hastings St.
Vancouver B.C.
Solicitor.

State Full Name
Address and
Occupation.

as to the signature of Yan Chong.

Yan Chong

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the witness sworn before me this

day of A.D. 194

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

AFFIDAVIT OF BONA FIDES

"Bills of Sale Act"

British Columbia } I, Yen Chong of the City of Vancouver, in the Province
TO WIT: } of British Columbia, the Grantee in the foregoing Bill of Sale, make oath and say:

That the assignment therein made is bona fide for valuable consideration, namely Three Hundred and Twenty ($320.00) 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 creditors of the Grantor therein named or of preventing the creditors of such Grantor from obtaining payment of any claim against the said Grantor.

SWORN before me at the City of Vancouver, in the Province of British Columbia, this 10th day of December A.D. 194 2.

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

Bill of Sale

(ABSOLUTE)

FORM NO. 14

DATED October 26th 194 2.

KOTO HOSAKI

TO

YEN CHONG

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

MORRIS & MacLENNAN,
Barristers, etc.
Vancouver, B. C.

AFFIDAVIT OF WITNESS

British Columbia } I,
TO WIT: } of in the Province of British Columbia 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 Koto Hosaki.

2.—That the said Bill of Sale was made and given by the said Koto Hosaki on the day December in the year of our Lord one thousand nine hundred and forty -two.

3.—That I was present and did see the said Koto Hosaki, in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said day of December in the year aforesaid.

4.—That the said Koto Hosaki at the time of making and giving the said Bill of Sale, resided and still resides at and then was and still is

5.—That the name 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 and am a

Subscribed to and sworn before me, this day of December A.D. 194 2 at the of in the Province of British Columbia.

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

HOSAKI - Koto
(Claimant's Name)

PERSONAL CHATTELS

12496
Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
1-3 pc. Chesterfield suite see list 1.	1939	new	$235.00	good	185.00
1 Underwood typewriter " "	1938	new	85.00	good	55.00
1 Electrolux Vacuum cleaner " "	1941	new	99.50	good	99.00
1 Ultra Violet Ray lamp " "	1931	new	75.00	good	25.00
1 large chest of drawers filled with good clothing see list 1.	1940	"	200.00	good	150.00
1 large chest of drawers filled with Jap. Festival kimonas see list 1.	1940	"	300.00	good	250.00
20 length boom chains do do	1927	"	240.00	good	200.00
1 set auto skid chains do do	1939	"	12.00	good	8.00
2 prs new serge suit; 1 new overcoat do	1940	"	165.00	good	140.00
1 Acme washing machine see list 1.	1939	new			125.00
1 walnut office desk see list No 2	1939	"	139.00	good	100.00
1 box Tennis racquets do	1940	"	125.00	good	75.00
1 chest drawers do	1940	"	95.00	good	150.00
1 large box(wedding veil & dresses) do	1938	"	180.00	good	100.00
1 box (carpenter tools) see list 3.	1938 on	"	125.00	good	50.00
1 Buddha cabinet	1939	"	100.00	good	150.00
			500.00 (belonged to the Church).		

Description of Storage of Goods:

Left at 701-705 Hastings Ave. (second floor and basement

General Statement as to Chattels not Described above:

Great many additional chattels, some of which were sold by auction, others were stolen or missing, and goods inventoried by Custodian seem to be unaccounted for.

EXHIBIT No. 1025-6
DATE 10 May 1948
FILED BY R. a Best.

Additional Comments, if any: The claimant and family had been in business in Vancouver, B.C., for a great many years, and had naturally acquired a large stock of chattels of both a business and personal nature

List as per claim with valuations.

Kato Hosaki
Signature

HASAKI, Koto (Mrs. Yonekichi)
701-707 Hastings St., Vancouver, B.C.
Evac. File 12890



Picture Taken April 8, 1943

EXHIBIT No. 1025-7
DATE 10 may 1948
FILED BY

HOSAKI, Koto (Mrs. Y.)
474 Alexander St., Vancouver, B.C.
Evac. File 12890



(House behind garage)
Picture Taken April 8, 1943

EXHIBIT No. 1025-8
DATE 10 May 1948
FILED BY J. W. F. Hunter.

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 12890 EXHIBIT No.

NAME Koto HOSAKI REG. No. 12496

DATE	INVENTORY	DETAILS OF CLAIM		SALES			
DECLARATION Sept.24/42 EVACUATION Oct.28/42	TAKEN BY H.D. Campbell DATE April 10, 1943			AUCTION	TENDER &c	~~SOLD WITH REAL PROP.~~ see Auction	~~DECL.~~ Reported NOT FOUND
Statement of Personal Property owned,	re Lease -	"In no one's care"					
	(1) Equipment, goods and chattels situate in, about or upon the Barber Shop premises at 705 East Hastings St, Vancouver, British Columbia.	Item 1- Store at 701 E. Hastings Street,	3000.00	2nd Floor -	320.00 189.35 279.25	Grocery stock as amd part of 497.60(shown part of 497.60(shown	
Apartment House and Confectionery Store		Item 2- Barber Shop at 703 E. Hastings St.	700.00	25 1.00 7.00 36.00	25.00 4.00	part of 497.60(" " " "	
(Will submit details later)		Item 3- List #1- "Goods reported stolen and Missing" as follows:-		44.25	as shown in claim		
H.D.Campbell C.A. at request of Koto HOSAKI acted for her and also the Custodian in respect to all her Real and Personal property,	1 Gas Burner and Boiler 1 Koken Barber Chair 1 large size mirror, 1 Barber's Cabinet Sterilizer, 1 Garbage pail(Sanette) 1 Set Moore Electric Hairclippers No. 79529, complete with stand, 1 Barber seat for child Linoleum on floor in Barber Shop,	Goods stolen 1-3 pc.Chesterfield suite 2 pairs new serge suit 1 pair new overcoat 1 Underwood typewriter 1 Electrolux Vacuum Cleaner (new) 1 Ultra Violet Ray Lamp 1 Acme Washing machine(used 1½ years) 1 Table Lamp 1 Step Ladder 1 Large Chest of Drawers filled with good clothing 1 Large chest of drawers filled with Japanese Festival kimonas 1 Complete set Plumber tools, 1 Lawnmower(new) 1 Bathtub 1 Toilet bowl 20 length boom chains 1 Set 650/16 auto skid chains,	120.00 185.00 95.00 45.00 55.00 99.00 25.00 125.00 10.00 5.00 150.00 250.00 100.00 15.00 50.00 15.00 200.00 8.00	 see auction " " See auction 	44.71 75.29	chargeable to Mrs.H. Recovered from Kozawk 10.00 5.00 X 250. 00 $265. 00	95.00 55.00 99.00 150.00 15.00 50.00 464.00
The details above referred to, were in possession of Campbell and as to chattels are shown in a Lease dated April 10, 1943 with Lim Lip Foon, and Charlie Lim in respect to premises at 701-7 East Hastings St. and contents. The list of chattels under Lease are noted in Column 2 of this Analysis as Inventory of chattels therein of Koto HOSAKI by H.D. Campbell, C.A.	(2). Equipment, goods and chattels situate in, about or upon the store premises at 701 East Hastings Street, Vancouver, British Columbia.	List #1-Total-$1552.00					
June 25*43 - Koto HOSAKI reported the following as "short" in the above Lease as listed:-	2 Stools affixed to the floor, 2 Counters, 1 Two-in-One Paper Hanger, 1 Four-Cabinet Ice Cream Refrigerator, 1 National Cash Register, No. 1142214,	Item 4- List #2- "Goods sold through Auction" as follows:-					
1 Lawn-mower 1 Large box dishes 1 Box kitchen utensils 8 Garden shears 2 boxes blankets(12) 6 Pillows 2 Wedding veils 1 Wedding dress 2 prs Silver slippers 1 Congoleum rug 4 doz. chairs 2 ten gal. crocks 2 shallow Jap.flower vases, 1 Man's new felt hat, 2 Ladies black hats 1 Bathtub 1 Eng. Pram (Grey) 1 Set Encyclopedia books, 2 boxes Comforters, 1 Roll Tar paper 2 new blinds Bedspreads, curtains, sheets(in a drawer of chest of drawers) 2 Large glass jugs with lid, 2 new pillows in drawers 4 Leather chair cushions	1 Ice Cream Dispenser (Scoop) 1 Eight-day Wall clock, 1 6 ft. Glass Showcase 1 Soda Counter, 1 Counter with glass front, 1 Four Cabinet Ice Box, 1 Table 1 Glass case 1 Pennsylvania Scale #6085(broken glass) 1 Three piece Cookie Jar(Aridor) 1 20 lbs John Chatillon Scale, 1 Cookie Jar(Round) 1 Johns-Manville Fire Extinguisher #B. 854477, 1 Electric Cash Register #S195365 U. 8 Gum Jars, 10 Tumblers, 11 Ice Cream dishes, 5 Soda Spoons, 5 Ice Cream spoons,	Books Clothing Books Records Record carrier Tins Box of crockery Box of contents Box and contents Light fixtures Christmas decorations Basket and contents Box of iron Crockery, dishes etc. Box of misc. Bamboo rods Broom Stepladder Box and contents 2 tubs and contents 1 Cocoanut mat Partial bundle of shingles 3 Burner gas plate Screen door and storm door Sleigh (Child's) Old trunk, broken and damaged	7.00 8.00 10.00 5.00 3.00 2.00 5.00 1.00 3.00 2.00 2.00 2.00 3.00 10.00 1.05 1.00 .60 2.50 2.00 4.00 2.00 1.00 3.00 3.00 2.00 2.00	.25 4.00 5.50 1.25 1.50 .80 2.20 .35 1.40 1.00 .25 .95 1.30 4.55 2.00 .35 .25 .50 .75 .50 1.05 .50 1.75 .75 .25 . 45			

EXHIBIT N
DATE 16
FILED BY

No. 12890 EXHIBIT No. CASE No.

No. 12496 VENUE TORONTO

SALES ction	TENDER &c	SOLD WITH ~~REAL PROP.~~ see Auction	Reported ~~DECL.~~ NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
	320.00							Grocery stock as amount shown in claim(on basis of Invoice)
	189.35							part of 497.60(shown in claim)
d Floor -	279.25							part of 497.60(shown in claim)Appraisal by Willard as per attached (Jan.21*45)
25	25.00							part of 497.60(" " ")
1.00	4.00							" " " " " "
7.00								
36.00								
44.25	as shown in claim							
	44.71							chargeable to Mrs.H. as Kozawko arranged with Mrs.H.(mutually)in respect to business & merchandise.
	75.29							Recovered from Kozawko(see Cust.ltr. to Mrs. H.Feb.22/43)included in adjustments by Campbell
				185.00				
			95.00					
				45.00				
			55.00					
			99.00					
				25.00				
				125.00				
auction		10.00						
"		5.00 X						X possibly one of 2 mentioned in Lease.
								X not included in Inventory Jan 30/43
			150.00					
auction		250. 00						
				100.00				
			15.00					
			50.00					
				15.00 X				X possibly one mentioned in Lease
				200.00				X not included in Inventory Jan.30/43
				8.00				
44.71								
75.29		$265. 00	464.00	703.00				Totals re List 1-

.25
4.00
5.50
1.25
1.50
.80
2.20
.35
1.40
1.00
.25
.95
1.30
4.55
2.00
.35
.25
.50
.75
.50
1.05
.50
1.75
.75
.25

. 45

EXHIBIT No. 1025-9
DATE 10 May 1948
FILED BY

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 12890 EXHIBIT No.

NAME Koto HOSAKI - 2 - REG. No. 12496

DATE
DECLARATION Sept 24/42
EVACUATION Oct. 28/42

INVENTORY
TAKEN BY H.D. Campbell
DATE Apr. 10, 1943

DETAILS OF CLAIM

SALES — AUCTION | TENDER &c | SOLD ~~WITH~~ REAL PROP. | DECL. NOT FOUND

2 Clay Picks
1 Electrolux
1 Heater
1 Square Point Shovel
2 Scoop Shovels
2 Rakes
1 Gramaphone
1 70' Hose
1 Copper Boiler
1 Outdoor tent
6 spare beds(3/4 & dbls)
1 Highchair
Water pipes & gas pipes
3 Wash tubs (small)
1 Typewriter Underwood
2 Men's suits(1 black 1 navy)

UPSTAIRS APARTMENT
Bathroom 1 heater
1 Bureau
6 spare beds
1 Stepladder

re Lease contined

(3). Furniture, goods and chattels situate on the second storey at 701-7 East Hastings St. Vancouver, British Columbia, being living quarters.

9 Gas Stoves,
9 Small Coal heaters,
7 Bureaux
7 Brown Iron Beds complete with mattresses and springs,
8 Tables,
27 Chairs,
8 Cupboards,
Linoleum in halls & all rooms,

(4). Goods and chattels situate in the Basement of 701-7 East Hastings Street, Vancouver, British Columbia.

1 Spare Toilet bowl
2 Stepladders,

Basement at 701 East Hastings St. by H.D. Campbell, C.A. as Jan. 30, 1943 -

List of chattels in basement in premises at 701 East Hastings St. These chattels, in main, belong to Mrs. K. Hosaki but in addition, chattels previously located at 474 Alexander Street, belonging to Mrs. Hosaki 's daughter, Mrs. Fujiwara, were moved into this basement. Neither the daughter's belongings which were moved by herself, nor Mrs. Hosaki's belongings were listed. When the inventory of the chattels in the suites was taken, which is incorporated in the lease of the premises, Mrs. Hosaki refused to permit these chattels in the basement to be inventoried. As it is impossible to separate the items as belonging to either party, a copy of this inventory should be placed on each file.

14 Benches

		AUCTION	TENDER &c	SOLD ~~WITH~~ REAL PROP.	DECL. NOT FOUND
3 Paper Satchels	1.00	.25		See Auction	
Box of toys	5.00	2.80			
Child's High Chair	3.00	.50			
Rocker and chair	5.00	1.25			
Old Broken Camera	2.00	1.50			
Cushions	1.00	.25			
14 Chairs	14.00	8.95			
7 Chairs	14.00	6.00			
4 Chairs	6.00	3.25			
High Chair	5.00	3.35	($2.35 should be)		
5 Mats	5.00	1.80			
Chest of drawers	10.00	4.75			
Panel bed	10.00	4.25			
Bed	10.00	3.00			
Gramaphone	10.00	5.00			
Small heater	3.00	.75			
1 Ice box	10.00	5.00			
Small heater	5.00	2.50			
Old Chest of drawers	1.00	.50			
Cupboard	5.00	2.50			
Cupboard	5.00	2.75			
Gramaphone, no tone arm or winder	2.00	1.00			
Copper cooker	14.00	4.50			
Lamp(broken)	2.00	.85			
Lacquer bowl	2.00	1.00			
Christmas decorations	2.00	.25			
Photographic equipment	3.00	.70			
Sewing bos	2.00	.65			
Hanging plate	1.00	.25			
Crockery	4.00	2.10			
Glassware	5.00	2.95			
4 Bowls	3.00	1.00			
1 Set dominion educator	25.00	1.50			
3 odd chairs	2.00	.80			
Wardrobe, homemade	15.00	9.00			
Total-List #2- $300.10			120.90 (Less $1.00 error Claimant) 119.90)		
Item 5- List #3- "Goods inventoried (by Custodian) but unaccounted for" as follows:-					
14 Benches	28.00				
3 rolls of Japanese carpet	15.00				
2 doz. kitchen chairs	24.00	(see Auct.(25 chairs)		24.00	
4 Homemade tables	8.00				
1 Trunk and contents	30.00	(see Auct.)		30.00	
1 Rubber floor mat	2.00	" " (cocoanut mat)		2.00	
1 Large box	15.00				
1 Big Lamp shade	7.00				
4 boxes(clothing)	40.00	Auction 58		40.00	
1 Pile of boxes(contents unknown)	25.00				
1 Chest of drawers(filled with clothing)	50.00	See Auct.		50.00	
1 Walnut Office desk	100.00				
1 Box tennis racquets	75.00				
1 Basket pot stands	50.00				
1 Carton books	15.00	See Auct.		15.00	
1 Baby crib	25.00				
1 Box trays(Jap, lacquer festival)	75.00				
1 small box(contents unknown)(Jap."su")	5.00	See Auct.		5.00	
1 Set Curtains and dishes	15.00				
1 Box with two trays	10.00				
1 Bedstead and spring	25.00				
3 Bedsteads and 1 spring	40.00				

LE No. 12890 EXHIBIT No. CASE No.

G. No. 12496 VENUE TORONTO

SALES		SOLD ~~WITH REAL PROP.~~	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	Not ~~NO ACCOUNT, THEFT~~ &c accounted for	UNSOLD	Not found at Removal (Missing)	REMARKS
AUCTION	TENDER &c	See Auction							
.25									
2.80									
.50									
1.25									
1.50									
.25									
8.95									
6.00									
3.25									
3.35	($2.35 should be)								
1.80									
4.75									
4.25									
3.00									
5.00									
.75									
5.00									
2.50									
.50									
2.50									
2.75									
1.00									
4.50									
.85									
1.00									
.25									
.70									
.65									
.25									
2.10									
.25									
2.10									
2.95									
1.00									
1.50									
.80									
9.00									
120.90	(Less $1.00 error Claimant) 119.90)								
						28.00			
							15.00		
	Auct.(25 chairs)	24.00							
						8.00			
	Auct.)	30.00							
	" (cocoanut mat)	2.00							
							15.00		
							7.00		
	ion 58	40.00							
							25.00		
	Auct.	50.00							
								100.00	
								75.00	
								50.00	
	Auct.	15.00							
								25.00	
								75.00	
	Auct.	5.00							
								15.00	
								10.00	
							25.00		
						40.00			

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 12890 EXHIBIT No.

NAME Koto HOSAKI - 3 - REG. No. 12496

DATE
DECLARATION Sept. 24/42
EVACUATION Oct. 28/42

INVENTORY
TAKEN BY H.D. Campbell
DATE April 10, 1943

DETAILS OF CLAIM		SALES: AUCTION	SALES: TENDER &c	SOLD WITH ~~REAL PROP.~~	DECL. NOT FOUND
3 rolls Japanese carpet,	6 Bedsteads and 1 spring 70.00				
2 doz. kitchen chairs,	1 Bedstead and 1 spring 20.00				
4 Homemade tables	1 Flower stand 5.00				
1 Trunk	1 Chest of drawers 150.00				
1 Rubber door mat	1 round table 8.00				
1 Large box	1 kitchen cupboard with glass doors 25.00				
1 Big Lamp shade					
4 boxes	1 small washstand and table 10.00				
1 Pile of boxes					
1 Chest of drawers	1 small table 5.00				
1 Office desk	1 Gramaphone 15.00	see Auct.		15.00	
1 Box tennis rackets	1 Box of books 25.00	" "		25.00	
1 Basket of pot stands	1 Large box(contains wedding veil and dresses) 100.00				
1 Carton books Sundry other junk	1 Large wooden box(carpenter tools) 50.00				
1 Baby crib	1 small cabinet 5.00				
1 Ice box	1 small table 5.00				
1 Baby buggy	2 brown bedsteads and 3 springs 50.00				
1 Box trays	1 Buddha cabinet 150.00				
1 Suitcase full of books	1 Kitchen cabinet, top and bottom 35.00				
1 Small box(contents not known)	1 Three-quarter bed spring 10.00				
1 Set of curtains and dishes,	1 Album of gramaphone records 25.00	See Auct.		25.00	
1 Box with 2 trays	Total List #3 - $1442.00				
2 Wash tubs					
1 High Chair					
1 Bedstead and spring	Grand Total of above $6994.10				
3 bedsteads 1 spring					
6 Bedsteads 1 spring					
1 Bedstead 1 spring		18.00	Swing saw,etc.		
1 Round table		1.00	Cast iron pot		
1 Flower pot stand		6.00	Meat mincer		
1 Chest of drawers		4.00	piece of machinery		
1 Kitchen cupboard, glass doors,		2.00	4 Hangers		
		.40	Scooter		
1 Gramaphone		2.75	3 tins odd lot		
1 Small wash stand and table		2.25	lino & 4 bamboo poles		
1 Heating Stove		1.15	Lamp		
1 Small table		27.00	Combination radio etc.		
1 High Chair		100.00	National cash register		
1 Gramaphone					
1 Box of books	Total Auction Sales	328.70		231.00	
1 large box(details not known)					
2 cartons	RECAP. - 3 pages attached - explanatory -				
1 large box wood					
1 small cabinet					
1 small table					
1 new chest of drawers					
2 Brown bedsteads 3 springs,					
1 Buda cabinet					
1 Kitchen cabinet,top and bottom,					
1 3/4 bed spring					
2 Suitcases					
1 Albmm gramophone records,					

E No. 12890 EXHIBIT No. CASE No.

. No. 12496 VENUE TORONTO

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	Not found at Removal	REMARKS
UCTION	TENDER &c	See Auct.				Not accounted for			
					70.00				
					20.00				
								5.00	
								150.00	
						8.00			
					25.00				
					10.00				
						5.00			
uct.		15.00							
"		25.00							
						100.00	X		X does not name contents in Invnt.Jan 30/43
						50.00	X		X does not " " " " "
					5.00				
						5.00			
								50.00	
						150.00			
						35.00			
								10.00	
Auct.		25.00							Sgt. KATO, on behalf of Mrs. HOSAKI and Mrs. FUJIWARA, her daughter, in July-August 1944 searched the basement at 701-7 East Hastings St. and according to memo "we do not know what he removed"-(Spain memo August 19/44)

18.00	Swing saw,etc.
1.00	Cast iron pot
6.00	Meat mincer
4.00	piece of machinery
2.00	4 Hangers
.40	Scooter
2.75	3 tins odd lot
2.25	lino & 4 bamboo poles
1.15	Lamp
27.00	Combination radio etc.
100.00	National cash register

Total of List #3

328.70	231.00	206.00	440.00 X	$565.00

X $150.00 doubtful as claimed.

Statement of Auction Sales attached.

March 30, 1948

File No.
12890

Koto HOSAKI,
Reg. No. 12496

ANALYSIS OF PERSONAL PROPERTY CLAIM

SUMMARY OF RECAPS: with 2 pages attached

	1 Amount claimed	2 Gross Amount realized	3 Going concern	4 Included in Auctions	5 Reported not found	6 no record at any time	7 Abandoned.	8 Not accntd for	9 Missing Not found	10 Sundry
Item #1	$3000.00)								in basement when removing chattels	
" 2	700.00)	990.00	2710.00							
" 3	1552.00	75.29		265.00	464.00	703.00				chargeable 44.71 to claimant. Excess 143.80
" 4	300.10	119.90 36.40								
" 5	1442.00			231.00			206.00	440.00	565.00	
	$ 6994.10	1221.59	2710.00	496.00	464.00	703.00	206.00	440.00	565.00	188.51

Reconcilement

6994.10	1221.59
	2710.00
	496.00
	464.00
	703.00
	206.00
	440.00
	565.00
	188.51
$6994.10	6994.10

File No.
12890

Koto HOSAKI,
Reg. No. 12496

March 30, 1948
PERSONAL PROPERTY
SECTION

ANALYSIS OF PERSONAL PROPERTY CLAIM

RECAP. - First 2 items of Claim on Analysis

Item #1 - " Store at 701 East Hastings St."
Claim - $3000.00

Item #2 " Barber Shop at 703
E. Hastings St."
Claim - 700.00

Realized - through Custodian-

(a)	Grocery Stock	$320.00
	Furniture, goods and Chattels on 2nd floor	
(b)	701 East Hastings St. Equipment goods & chattels	279.25
(c)	at Store premises 701 East Hastings St. Equipment, goods & chattels	189.35
(d)	at Barber Shop, 705 E. Hastings St.	29.00
(e)	Same place - Chattels at Auction	44.25
(f)	Lamp, Radio and gramaphone and National Cash Register	128.15
		990.00

Total of Claim as above $3700.00 - $990.00
" realized as shown 990.00

Apparent claim in
addition as "going concern - $2710.00

NOTE: (a)- Sold on basis of Invoice and Inventory
(b) (c) & (d) - sold on appraisal - Willard -
(e) & (f) sold per auction

Item #3 List #1- as shown in Column 3 of Analysis

Total claimed - $1552.00

"Goods reported stolen and
Missing" -

Realized per Custodian (Campbell)	75.29
Chargeable to Claimant (")	44.71
Included in Auction as shown	265.00
Reported "not found"	464.00
"No record at any time"	703.00
$1552.00	$1552.00

March 30, 1948

File No.
12890

Koto HOSAKI,
Reg. No. 12496

PERSONAL PROPERTY
SECTION

ANALYSIS OF PERSONAL PROPERTY CLAIM

RECAP: continued

Item #4- List #2- as shown in column 3 of Analysis

Total claimed -	$300.10	
" Auction sales		119.90
" " "		36.40
Claim - Difference in Claim value & Auction value		143.80
	$300.10	300.10

Item #5 - List #3- as shown in Column 3 of Analysis

Total claimed -	$1442.00	
Included in Auctions		231.00
" Abandoned" -		206.00
"not accounted for"		440.00
"not found at date of removal(Missing)		565.00
	$1442.00	1442.00

B.R. Dusenbury,
Office of the Custodian.

C
O
P
Y

WILLARD'S AUCTION ROOM
Auctioneer and Valuator

1047 Seymour Street,
Vancouver, B.C.

Jan. 31, 1945.

The Office of
The Custodian, Etc.,
675 Hastings St., W.,
Vancouver, B.C. Attention Mr. G. Spain

Dear Sir:-

Acting under your instructions, I have called at the premises at 701-705 Hastings St., E., Vancouver, B.C., and there examined the goods of Mrs. Koto Hosaki, file #12890.

The following is a list of the goods located and valuated.

(1). Equipment, goods and chattles situated in, about or upon the barber-shop premises at 705 Hastings St.,E., Vancouver B.C.

1 Large sized mirror	25.00
Linoleum on floor in barber-shop	4.00

(2). Equipment, goods and chattles situated in, about or upon the store premises at 701 Hastings St.,E., Vancouver, B.C.

2 stools affixed to floor	3.00
2 counter	3.00
1 Two-in-one paperhanger	1.50
1 four-cabinet ice cream refrigator	100.00
1 National cash register #1142214	15.00
1 Ice-cream dispenser (scoop)	.25
1 eight-day wall clock	6.00
1 6ft. glass show-case	20.00
1 soda counter	5.00
1 counter with glass front	4.00
1 four cabinet ice box	20.00
1 table	1.00
1 glass case	1.00
1 Pennsylvania scale #6085 (broken glass)	2.50
1 3piece cookie jar (Aridor)	1.00
1 20 lb. John Chatillon Scale (broken)	2.00
1 cookie jar (round)	.50

C
O
P
Y

WILLARD'S AUCTION ROOM
Auctioneer and Valuator

1047 Seymour Street,
Vancouver, B.C.

1 Johns-Manville Fire Extinguisher #B.854477	$1.00
8 gum jars	.50
10 tumblers	.50
11 ice cream dishes	1.10
5 soda spoons	.50

218.35

(3) Furniture, goods and chattles situated on the second floor at 701-7 Hastings St., E., Vancouver, B.C. being the living quarters.

Room #1	
1 gas stove	7.00
1 kitchen table	.50
3 kitchen chairs	1.50
1 kitchen cabinet	5.00
1 small heater	3.00
1 bed complete	11.00
1 dresser	5.00
Room #2	
1 bed complete	7.00
1 dresser	5.00
1 small heater (broken)	2.00
1 gas stove	9.00
1 kitchen cabinet	10.00
2 chairs	1.00
Room #3	
1 gas stove	7.00
2 kitchen tables (home-made)	.50
3 chairs	1.50
1 kitchen cabinet	6.00
1 small heater	3.00
1 bed complete	6.50
Room #4	
1 cupboard	2.50
Room #5	
1 3 burner gas stove	6.00

C
O
P
Y

WILLARD'S AUCTION ROOM
Auctioneer and Valuator

1047 Seymour Street,
Vancouver, B.C.

Room #6	
1 gas stove	$8.00
1 kitchen cabinet	6.00
1 small heater	3.00
2 chairs	1.00
1 bed and spring	12.00
1 cong. rug 9 x 12 (old)	2.00
1 dresser	30.00
1 vanity and bench to match	30.00
Room #7	
1 bed complete	9.00
1 dresser	7.00
2 chairs	1.00
1 kitchen table (home-made)	.25
1 gas stove	5.00
1 heater	3.00
1 cupboard	4.00
Spare Room.	
1 gas stove	4.00
1 heater	No value
1 dresser	1.50
4 wire springs	No value
1 broken coil spring	.50
1 iron bed	No value
1 small step ladder	.50
2 old tables	.50
Room #9	
1 chest of drawers	3.50
1 gas stove	6.00
1 heater	3.00
Articles found in the back of store -	
Office desk	10.00
Chest of drawers	5.00
1 hall settee	2.00
1 gas stove	3.00
1 bed and spring	9.00
1 dresser	4.50
1 end table	2.00

COPY

WILLARD'S AUCTION ROOM
Auctioneer and Valuator

1047 Seymour Street
Vancouver, B.C.

Page 4.

1 Bronze flower holder $3.00 249.25

Thanking you for your courtesy, and trusting this meets with your approval, I am

49760

Yours truly,

"W. G. Willard"

WGW/AHW

March 30, 1948

File No.
12890

Koto HOSAKI,
Reg. No. 12496

STATEMENT OF AUCTION
SALES as shown in
General Statement

1944	Gross	Expenses
Aug.17 #505	83.35	24.45
" 23 # 30	36.40	6.27
1945		
Jan 11- #523	197.95	36.90
Dec. 21 #58	11.00	2.54
	$328. 70	70.16

Net amount $258.54

701 East Hastings Street,
Vancouver, B. C.,
October 23, 1942.

H. D. Campbell, Esq., C.A.,
Agent for the Office of the Custodian,
812 Standard Bank Building,
Vancouver, B. C.

Attention Mr. R. C. Messenger;

Dear Sir: Re- My property 701-707 East Hastings Street.
352-370 Heatley Avenue.

This is to advise you, as Agent for the Office of the Custodian in respect to my above property, that I have received an offer to rent the above two premises and all sub-divisions thereof for a period of two years at a monthly rental of $125.00 from Ray Kozawko.

In addition to the premises I am renting to him for this amount the chattels of the furnished or semi-furnished suites located on the Hastings Street property and also the fixtures and equipment of the grocery store at 701 East Hastings, previously operated by myself, and the fixtures and equipment of 705 East Hastings Street consisting of barber shop equipment, also owned by myself. This is to take effect from the 26th of October, 1942.

It is understood that Mr. Kozawko will pay for the water rates for the duration of this lease.

Mr. Kozawko is also purchasing from me for cash the stock of my grocery store at invoice. The stock is being mutually checked by us and we will advise you of the amount for which the Bill of Sale Absolute shall be drawn. As security for the chattels being leased in conjunction with the premises, Mr. Kozawko has agreed to deposit with the Custodian three months' rent to be applied against the last three months' rental due under the lease.

Will you kindly obtain a written confirmation of this arrangement with Mr. Kozawko together with the deposit payable by him under the terms of the lease, and instruct the Solicitors, Norris & MacLennan to draw up the lease on the terms outlined above and also the Bill of Sale covering the stock, when the actual amount involved in the sale is obtainable.

In closing I request that you handle the collections and management of my property for the duration of the lease or until such time as I return to the protected area.

Yours truly,

K. T. H. HOSAKI

(Mrs. Koto Hosaki)

EXHIBIT No. 102 5-10
DATE 10 May 1948
FILED BY

701 East Hastings St.,
Vancouver, B. C.
October 27th 1942.

Attention Mr. Messenger

Harold D. Campbell, C. A.
812 Standard Bank Bldg.,
Vancouver, B. C.

Re - 701 - 707 Hastings East
352 - 358 Heatley Avenue

Dear Sir:-

Further to the arrangements already practically completed for Mr. Kozawko to take over the above property and the stock of my store at 701 Hastings East, I have to-day been advised by Mr. Kozawko that an unforseen accident has happened to his partner which alters his financial position. Although he has already turned over to you as Agent for the Office Of the Custodian three months advance rent amounting to $375.00 and paid another $125.00 to me covering the first month's rent under the lease already signed, he is now not in the position to pay me cash for the stock of the store and complete the Bill of Sale prepared by my solicitor, Mr. J. A. McLennan.

As I am leaving to-morrow, and do not wish to have to make other arrangements, and am absolutely satisfied as to Mr. Kozawko's good faith in the matter and his integrity, particularly in view of the advance rent paid, I wish to turn over the stock as listed in the Bill of Sale to him and leave it to him to pay whatever he can from month to month with his rent. If the Custodian has no objection to this I will obtain from him and acknowledgement of the amount of stock so turned over and will file it with the Custodian in order that my interests may be protected. Will you kindly advise me immediately if the Custodian consents?

Yours truly,

EXHIBIT NO. 1025-10
DATE 10 May 1948
FILED BY Jas. Munro.

K. T. HOSAKI
(Mrs. Koto Hosaki)

EVACUATION SECTION
Rec'd FEB 2 1943
File No. 12890
Ans.
Referred Shears

HAROLD D. CAMPBELL
CHARTERED ACCOUNTANT
808-812 STANDARD BANK BUILDING
VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

February 2, 1943.

Your File No. 12890.

Office of the Custodian,
Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Attention Mr. F. G. Shears:

Dear Sirs:

Re- Mrs. Koto HOSAKI
701-707 East Hastings Street,
352-370 Heatley Avenue.

Further to recent conferences with Mr. Shears, Mrs. McArthur and Mr. Douet of your office, I have drawn a statement of reconciliation in connection with the different phases of the operation of the above property and/or business, and I am enclosing same to you herewith, in duplicate.

To enable you to avoid going through the many detailed reports already on file, the following is a detailed summary of the situation which should make the attached statements quite clear.

On October 23, 1942, Mrs. Hosaki made an arrangement with a Mr. Ray Kozawko, then a tenant of hers, to rent the entire premises on the property at the above address. These consisted of a two storey frame building with nine suites on the second floor and three stores on the ground floor, together with the chattels situated thereon. The other premises, on the same corner property, consist of a double duplex with four individual living quarters. These were to be rented to Mr. Kozawko for two years at a rental of $125.00 a month. In addition, Mrs. Hosaki proposed to sell to Mr. Kozawko the stock of the corner grocery store which she was operating herself; the price of the stock to him was to be the invoiced cost.

Mrs. Hosaki brought Mr. Kozawko to my office to obtain your approval of this arrangement, which was received and the Solicitors, Norris & MacLennan, instructed to draw up the necessary documents covering the Lease and the Sale. The first month's rent of $125.00 was paid to Mrs. Hosaki by Kozawko and, in addition, $375.00 was deposited by him with the Solicitor, covering three months' advance rent.

The stock was then inventoried but due to the imminent departure of Mrs. Hosaki, the stock was never actually priced at invoice but simply estimated by her.

February 2, 1943.

Your File No. 12890.

Office of the Custodian, (Continued)

The following day, which was the one prior to Mrs. Hosaki's date of evacuation, Kozawko, instead of paying for the stock, advised me that through unforeseen circumstances over which he had no control, he was unable to go through with the purchase of the stock and requested that the deal be called off. At my suggestion he discussed the matter with Mrs. Hosaki and she persuaded him to go ahead with the arrangement and pay her for the stock if, as and when he could. He reluctantly agreed to do so. The arrangement was confirmed by your office and Kozawko took over the control of the building and the stock of the store.

Five or six days later Kozawko again contacted me and advised me that he found it impossible to carry on as, apart from the lack of working capital, the assistance with the operation of the store which he had expected to receive from his partner, was not available as his partner was very seriously injured and in hospital. I persuaded him to carry on temporarily and reported the matter to your office and it was arranged that I should endeavour to obtain someone who would take over the situation on the same basis as Kozawko.

Due to a bad rental situation, resulting from Mrs. Hosaki's infraction of the Rental Control Board Regulations, it was found impossible for some time to close with any of the prospective lessees and/or purchasers.

On the 12th of November, Mr. Kozawko advised me that it was simply impossible for him to carry on any longer and handed the keys of the permises and stock over to me. I arranged for the stock to be again inventoried in order to reconcile the merchandise returned with that which he originally took over from Mrs. Hosaki. In addition, I arranged for a man to live on the rear premises of the store for the purpose of looking after the hot water furnace, cleaning, garbage removal, collection of rents, etc.

On the 20th of November, while the caretaker was out for his dinner, entry was forced to the premises by way of the basement and through the trap door to the living premises behind the store and the biggest percentage of the cigarettes and tobacco stock and sundry other articles stolen. This was immediately reported to the Police on the return of the caretaker but due to the type of articles stolen no recovery has yet been effected.

It was then necessary to have another inventory taken to ascertain the amount of the loss. This was done and all three inventories priced at invoice by a jobber. As shown by my statement the estimated value placed on the goods by Mrs. Hosaki was considerably over the actual value, her figure being $401.27 but the inventory, when actually properly priced was found to be only worth $336.05.

It was also found that the value of the stock returned by Kozawko had been increased and was worth $456.73.

February 2, 1943.

Your File No. 12890.

Office of the Custodian, (Continued)

On comparing the priced inventory after the robbery with stock turned back to me by Kozawko, it was found that the value of the stolen merchandise was $121.28, leaving stock on hand of $335.45 (this subject to reduction in event of sale for loss by perishables and unreturnable and unsaleable magazines).

After a considerable amount of time and trouble I eventually obtained three Chinese who agreed to take over the situation and an Agreement was drawn and went into effect on the 10th of December, 1942. The premises in toto were rented to Charlie Lim and Lim Lip Foon and a Bill of Sale Absolute, for the stock, made to Yen Chong who entered into a sub-lease for the store premises from the two lessees. The basis of this arrangement is identical with that issued by Mrs. Hosaki, namely a rental of $125.00 for a period of two years and the sale of the stock at invoice, with the following exception; that no advance rent was obtained. They are apparently very satisfactory tenants, the two months' rent already due has been paid on the dot and I am quite satisfied that the waiver of advance rent is of no moment.

As you can understand, this situation has involved a tremendous amount of time and expense. The drawing of a comprehensive reconciliation from the several different statements covering the operations under different managements, and the allocation of the different costs incurred, loss involved and adjustment of rents, has been quite complicated. The basis of allocation was agreed on at a conference in Mr. Shears' office and the attached statement is split up into two parts, one covering the rental situation, the other the different phases of the operation of the grocery store.

This statement, which was submitted in rough to Mr. Douet and Mr. Shears and, I understand, approved of, provides that Mr. Kozawko will be returned an amount of $332.24 of the $375.00 advance rent held. He is absorbing a loss here of $42.76 together with receiving no credit for his increase in the amount of stock at the time it was turned over to myself. His total loss is $75.29 which is the biggest part of the robbery loss of $121.28. I have discussed this settlement with him and have persuaded him to accept same in return for a full Quit Claim. The feeling of the conference was that if he had remained on the premises and operated the store the robbery would probably have been avoided and that it was only equitable that he bear a certain part of the loss involved.

Mr. Kozawko has now been waiting some months for the return of his money and I suggest that if this statement is approved, as I understand it is, I be immediately instructed to refund Kozawko's money in return for a Quittance. I also suggest that the Lease and Bill of Sale, already in your hands, be now forwarded to Mrs. Hosaki for signature, together with one copy of this statement.

If there are any points in this statement or report that are not entirely clear, I would appreciate your advising me and I

February 2, 1943.

Your File No. 12890.

Office of the Custodian, (Continued)

will be only too glad to provide more detailed information. The work sheets covering the adjustments, etc., are available at any time in event your office should find need of them.

Yours very truly,

H. D. CAMPBELL.

Per. R. C. Messenger

RCM:JM
Encl.

N.B.	Net amount due Mrs. Hosaki re sale of stock	$ 262.00
	Amount due as per Rental Statement	168.13
	Total amount due as at January 10, 1943	$ 430.13

Of this amount $320.00 is being held in escrow by the Solicitors, Norris & MacLennan, pending return of completed Bill of Sale Absolute, signed by Mrs. Hosaki, and the Indenture of Lease. Also please note the allowance to Charlie Lim for rents collected in advance, as per Statement, in an amount of $74.35 has already been settled.

I would also draw your attention to recent communications from the City Hall with regard to defective wiring in the Heatley Avenue part of this property and also that certain steps and verandahs on the same property are dangerous and the City Building Inspector requires them to be repaired. These are being attended to at the present time and will, of course, have to be charged against the amount due to Mrs. Hosaki.

R.C.M.

STATEMENT OF TRANSACTIONS RE GROCERY STORE
701 East Hastings

Proposed sale of Stock to Kazowko 23/10/42 (Estimated prices)	$ 401.27
Security Deposit money (B. C. Electric Railway)	65.00
Coal, wood, paper bags, etc.	23.15
	489.32

When inventory of above properly priced at Invoice- it was necessary to reconcile Stock turned over by Kazowko to H. D. Campbell on November 12, 1942 with original inventory,- value was found to be as follows: (*)

Stock at invoice value		$ 336.05
Coal, Wood, etc.		23.15
B. C. E. Rly. Security Deposit Money		65.00
		424.20
Stock at invoice price returned by Kazowko to H. D. Campbell on Nov. 12, 1942		$ 456.73
Less original stock at invoice		424.20
(**) Credit to Kazowko		$ 32.53
Loss by robbery on 20/10/42 as shown by new stock taking & pricing		$ 121.28
Deduct from stock returned by Kazowko		456.73
Gross stock on hand		335.45
Less allowance for perishable goods on Bill of Sale executed for $ 320.00		15.45
		320.00
Less Credit for coal & wood used between Nov. 12 & Dec. 10 1942	23.85	
Magazine Acct. paid by new operator (owed by Kazowko)	6.51	
Credit Allowance for old Magazines unreturnable & unsaleable	25.15	
	55.51	
Less Charge to Kazowko of above	6.51	49.00
Net to Mrs. Hosaki on sale of stock at Dec. 10,1942		$ 271.00

EXHIBIT NO. 1025-11
DATE 10 May 1948
FILED BY J. W. G. Mundell

Brought forward				$ 271.00
Deduct:	Replacing broken lock after robbery		2.75	
	Legal fees re lease to Tim Tip Foon & Charlie Lim and Bill of sale to Yen Chong	22.50		
	Less amount chargeable to above	16.25	6.25	9.00
				262.00

(*)

N.B. Letter agreement covering sale of stock and lease of premises specifically stated the goods to be priced at invoice, but due to rush in completing details before Mrs. Hosaki left, above price of $401.27 was estimated by her.

(**)

This credit has not been allowed to Kazowko, but has been applied to offset his share of the responsibility for the occurance of the robbery. The amount to be refunded to Kazowko under the above statement from the $ 375.00 advance rent being held is $ 332.24. He is accordingly absorbing a loss of $ 42.76 in cash plus the overage in stock which he paid for amounting to $ 32.53 making a total loss to him of $ 75.29. The robbery loss amounted to 121.28.

GROSS RENTALS ACCRUING TO MRS. K. HOSAKI
October 23, 1942 to January 10, 1943

1 month rent of whole property paid by R. Kazowko		$ 125.00	
Rentals collected in advance of Oct. 23, 1942 by Mrs. Hosaki		47.48	
" " by H. D. Campbell between Nov. 12 and Dec. 10, 1942		176.00	
Rent due Dec. 10, 1942 under new lease - C. Lim		125.00	
" " Jan. 10, 1943 " " " - C. Lim		125.00	$ 598.48
Less amounts already received by Mrs. Hosaki		125.00	
		47.48	172.48
			426.00

Deductions

Wages, Coal & Wood, etc. during period November 12 to December 10 when property under control of H.D. Campbell	136.55		
	6.50	143.05	
Allowance to Charlie Lim for rents collected in advance of Dec. 10, 1942		74.35	
Water Rates to December 10, 1942	17.65		
Less proportionate amount chargeable to Kazowko	6.55	11.10	
B. C. Electric - Gas & Light to Dec. 10, 1942	38.00		
Less Amount chargeable to Kazowko	13.45		
	24.55		
Add Security Deposit belonging to Mrs. Hosaki	$ 65.00		
Less Final Account to October 23, 1942 by Mrs. Hosaki	42.27	22.73	1.82	230.32
Net rentals accruing to Mrs. Hosaki				195.68
Less Rental Collection fees on $ 551.00				27.55
			$	168.13

12890, ~~3595~~,
~~6039~~, ~~12915~~.

February 22, 1943.

Mrs. Yonekichi Koto Hosaki,
Japanese Registration No. 12496,
Slocan Extension, B. C.

Dear Madam:

With reference to your property at 352-370 Heatley Avenue and 701-707 East Hastings Street, you are aware of the difficulties experienced by Mr. Kozawko, to whom you originally rented this property and to whom also you sold the stock. We would advise that there have been many complicated points arising from the fact that the above was unable to carry out the original arrangements, and you are doubtless aware that Mr. Messanger, of Messrs H. D. Campbell who have been handling this matter, has made other arrangements with the new tenants, viz. Charlie Lim and Lim Lip Foon. For your information we enclose a copy of statement prepared by Mr. Messenger, which gives in detail the final arrangements made, and from which you will see that Mr. Kozawko has absorbed a total loss of $75.29 in connection with the robbery which took place at these premises while same was in the hands of a caretaker after Mr. Kozawko had left. It was necessary for Mr. Messanger to put a caretaker in from the time Kozawko vacated, viz. the 12th of November until December 10th, when the Chinamen took over. The robbery occurred during the above period and while the caretaker was out to dinner one evening. The police of course were informed, but owing to the nature of the theft, viz. tobacco, cigarettes, etc., it has been impossible to recover any of the stolen stock.

In view of the fact that this theft occured due to your own tenant falling down on the original arrangements made, it is only fair that you should bear a portion of the loss.

In view of the enclosed statement being so detailed, we do not propose to go at further length into this matter, but we think you will agree that same has been dealt with equitably.

We would here mention that the City of Vancouver Electrical Department has insisted on defective wiring being put in good condition, and also certain repairs to the roof of your building. This matter is being attended to immediately--details of the cost of this work will be forwarded to you at a later date.

Yours truly,

P. Douet,
Administration Department.

PD:BT
Encl.

W. G. WILLARD
MANAGER

TELEPHONE: MARINE 5542
RES. TELEPHONE: MARINE 9680

WILLARD'S AUCTION ROOM

AUCTIONEER and VALUATOR

SALES CONDUCTED ANYWHERE IN THE CITY

1047 SEYMOUR STREET
VANCOUVER, B. C.

Jan. 31st.,1945.

The Office Of
The Custodian, Etc.,
Royal Bank Bldg.,
675 Hastings St., W.,
Vancouver, B.C.

Attention Mr. G. Spain.

Dear Sir:-

Acting under your instructions, I have called at the premises at 701-705 Hastings St., E., Vancouver, B.C., and there examined the goods of Mrs. Koto Hasaki, file #12890.
The following is a list of the goods located and valuated.

(1). Equipment, goods and chattles situated in, about or upon the barber-shop premises at 705 Hastings St., E., Vancouver B.C.

~~1 Koken Barber chair~~	~~$30.00~~ -Sold.
✓ 1 Large sized mirror	25.00
~~1 set of Moore's barber clipper #79529, with stand~~	~~5.00~~ -Sold.
~~1 barber seat for child~~	~~2.00~~ -Sold.
✓ Linoleum on floor in barber-shop	4.00

(2). Equipment, goods and chattles situated in, about or upon the store premises at 701 Hastings St., E., Vancouver, B.C.

2 stools affixed to floor	3.00
2 counter	3.00
1 Two-in-one paperhanger	1.50
1 four-cabinet ice cream refrigator	100.00
1 National cash register #1142214	15.00
1 ice-cream dispenser (scoop)	.25
1 eight-day wall clock	6.00
1 6ft. glass show-case	20.00
1 soda counter	5.00
1 counter with glass front	4.00
1 four cabinet ice box	20.00
1 table	1.00
1 glass case	1.00
1 Pennsylvania scale #6085(broken glass)	2.50
1 3piece cookie jar (Aridor)	1.00
1 20lb. John Chatillon Scale(broken)	2.00
1 cookie jar (round)	.50

EXHIBIT NO. 1025-12
DATE 10 may 1948
FILED BY

W. G. WILLARD
MANAGER

TELEPHONE: MARINE 5542
RES. TELEPHONE: MARINE 9680

WILLARD'S AUCTION ROOM

AUCTIONEER and VALUATOR

SALES CONDUCTED ANYWHERE IN THE CITY

1047 SEYMOUR STREET
VANCOUVER, B. C.

1 Johns-Manville Fire Extinguisher #B.854477	$1.00
~~1 National Cash register #S195365U~~	~~60.00~~ sold
8 gum jars	.50
10 tumblers	.50
11 ice cream dishes	1.10
5 soda spoons	.50
	218.35 not 2pgs

(3) Furniture, goods and chattles situated on the second floor at 701-7 Hastings St., E., Vancouver, B.C. being the living quarters.

Room #1.	
1 gas stove	7.00
1 kitchen table	.50
3 kitchen chairs	1.50
1 kitchen cabinet	5.00
1 small heater	3.00
1 bed complete	11.00
1 dresser	5.00
Room #2.	
1 bed complete	7.00
1 dresser	5.00
1 small heater (broken)	2.00
1 gas stove	9.00
1 kitchen cabinet	10.00
2 chairs	1.00
Room #3.	
1 gas stove	7.00
2 kitchen tables (home-made)	.50
3 chairs	1.50
1 kitchen cabinet	6.00
1 small heater	3.00
1 bed complete	6.50
Room #4.	
1 cupboard	2.50
Room #5.	
1 3burner gas stove	6.00

W. G. WILLARD
MANAGER

TELEPHONE: MARINE 5542
RES. TELEPHONE: MARINE 9680

WILLARD'S AUCTION ROOM

AUCTIONEER and VALUATOR

SALES CONDUCTED ANYWHERE IN THE CITY

1047 SEYMOUR STREET
VANCOUVER, B. C.

Room #6.	
1 gas stove	$8.00
1 kitchen cabinet	6.00
1 small heater	3.00
2 chairs	1.00
1 bed and spring	12.00
1 cong. rug 9x12 (old)	2.00
1 dresser	30.00
1 vanity and bench to match	30.00
Room #7.	
1 bed complete	9.00
1 dresser	7.00
2 chairs	1.00
1 kitchen table (home-made)	.25
1 gas stove	5.00
1 heater	3.00
1 cupboard	4.00
Spare Room.	
1 gas stove	4.00
1 heater	No Value.
1 dresser	1.50
4 wire springs	No Value.
1 broken coil spring	.50
1 iron bed	No value
1 small step ladder	.50
2 old tables	.50
Room #9.	
1 chest of drawers	3.50
1 gas stove	6.00
1 heater	3.00
Articles found in the back of store-	
Office desk	10.00
Chest of drawers	5.00
~~Combination radio~~	~~40.00~~ sold
1 hall settee	2.00
1 gas stove	3.00
~~3 chairs and 1 stool~~	~~4.00~~ sold
~~1 wardrobe~~	~~7.00~~ sold
1 bed and spring	9.00
1 dresser	4.50
1 end table	2.00

W. G. WILLARD
MANAGER

TELEPHONE: MARINE 5542
RES. TELEPHONE: MARINE 9680

WILLARD'S AUCTION ROOM

AUCTIONEER and VALUATOR

SALES CONDUCTED ANYWHERE IN THE CITY

1047 SEYMOUR STREET
VANCOUVER, B. C.

1 bronze flower holder $3.00

279.25 nok -3pc -

Thanking you for your courtesy, and trusting this meets with your approval, I am

Yours truly,

W.G.Willard. W. G. Willard

WGW/AHW.

*

25.00
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3.00
497.60

W. G. WILLARD
MANAGER

TELEPHONE: MARINE 5542
RES. TELEPHONE: MARINE 9680

WILLARD'S AUCTION ROOM

AUCTIONEER and VALUATOR

SALES CONDUCTED ANYWHERE IN THE CITY

1047 SEYMOUR STREET
VANCOUVER, B. C.

File 12890

Jan. 31st., 1945.

The Office Of
The Custodian, Etc.,
Royal Bank Bldg.,
675 Hastings St., W.,
Vancouver.

Dear Sir:-

Attention Mr. G. Spain.

Acting under your instructions, I called at the premises at 701 East Hastings St., Vancouver, and there examined the goods of Mrs. Koto Hosaki, file no. 12890. The date of examination Nov. 21st, 1944. I submitted a valuation to you at that time which was incomplete, owing to the fact that I could not get into several of the rooms upstairs. I have been back several times in the last few days and finally suceeded in valuating all the rooms, so you will now have a complete picture, even though some of these goods have been sold, I will include the full list and will mark "Sold" anything that has been handled in my auction room.

Please find enclosed list of goods valuated and my valuation of same and my fee for same which will cancel my former bill which has not been paid to date.

Trusting this meets with your approval,

I am

Yours truly,

W.G.Willard. W G Willard

WGW/AHW.

15⁵
497.60
15².60

THIS INDENTURE, made in triplicate, the 6th day of April

in the year of our Lord one thousand nine hundred and forty-five.

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:

LIM BUTT, Merchant, of the City of Vancouver, in the Province of British Columbia

(Hereinafter called the "GRANTEE")

OF THE OTHER PART:

EXHIBIT No. 102 5-13
DATE 10 may 1948
FILED BY

WHEREAS Koto HOSAKI, Police Registration Number 12496, was formerly a merchant in the City of Vancouver, in the Province of British Columbia;

AND WHEREAS the said Koto HOSAKI, a person of the Japanese race, 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 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 Koto HOSAKI in the goods and chattels hereinafter described and enumerated, and hath contracted and agreed with the said Lim Butt for the sale of the interest of the said Koto HOSAKI in the said goods and chattels for the sum of Four Hundred Ninety-Seven Dollars and Sixty Cents ($497.60), 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 Four Hundred Ninety-Seven Dollars and Sixty Cents ($497.60) 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:

Room #1

1 Gas Stove
1 Kitchen Table
3 Kitchen Chairs
1 Kitchen Cabinet
1 Small Heater
1 Bed Complete
1 Dresser

Room #2

1 Bed Complete
1 Dresser
1 Small Heater
1 Gas Stove
1 Kitchen Cabinet
2 Chairs

Room #3

1 Gas Stove
2 Kitchen Tables
3 Chairs
1 Kitchen Cabinet
1 Small Heater
1 Bed Complete

Room #4

1 Cupboard

Room # 5

1 3-Burner Gas Stove

Room #6

1 Gas Stove
1 Kitchen Cabinet
1 Small Heater
2 Chairs
1 Bed and Spring
1 Congoleum Rug 9x12
1 Dresser
1 Vanity and Bench to match

Room #7

1 Bed Complete
1 Dresser
2 Chairs
1 Kitchen Table
1 Gas Stove
1 Heater
1 Cupboard

Spare Room

1 Gas Stove
1 Heater
1 Dresser
4 Wire Springs
1 Broken Coil Spring
1 Iron Bed
1 Small Step Ladder
2 Old Tables

Room #9

1 Chest of Drawers
1 Gas Stove
1 Heater

Articles in back of store

Office Desk
Chest of Drawers
1 Hall Settee
1 Gas Stove
1 Bed and Spring
1 Dresser
1 End Table
1 Bronze Flower Holder

<u>At 705 East Hastings Street</u>

1 Large Sized Mirror
Linoleum on floor in barber shop

<u>At 701 East Hastings Street</u>

2 Stools affixed to floor
2 Counters
1 Two-in-one Paperhanger
1 Four-Cabinet Ice Cream Refrigerator
1 National Cash Register #1142214
1 Ice Cream Dispenser
1 Eight-Day Wall Clock
1 6-Foot Glass Showcase
1 Soda Counter
1 Counter with Glass Front
1 Four Cabinet Ice Box
1 Table
1 Glass Case
1 Pennsylvania Scale #6085
1 3-Piece Cookie Jar
1 20-lb. John Chatillon Scale
1 Cookie Jar (round)
1 Johns-Manville Fire Extinguisher
8 Gum Jars
10 Tumblers
11 Ice Cream Dishes
5 Soda Spoons

all of which goods and chattels are now in the possession of the Grantee and are situate, lying and being at 701-707 East Hastings Street, in the City of Vancouver, in the Province of British Columbia, 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 forever;

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 representation 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 Assistant 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:)
F. Barrell)
Dept. Secretary of State)
Ottawa Secretary)
as to signature of Assistant)
Deputy Custodian)
Ottawa)
as to signature of Grantee)

A.W. Mathieu
Assistant Deputy Custodian

Linn Butt
Grantee

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the witness F. Barrell
Sworn before me this 7th day of April A.D.1945.

G. G. Burnett
A Notary Public in and for the Province of Ontario

AFFIDAVIT OF WITNESS

PROVINCE OF ONTARIO)
(I, Florence Carroll
TO WIT:) of the City of Ottawa, in the Province of Ontario,

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 Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943)

2. That the said Bill of Sale was made and given by the said Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada on the 6th day of April ,1945.

3. That I was present and did see the said Albert Honore Mathieu, Assistant 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 6th day of April ,1945.

4. That the said Albert Honore Mathieu at the time of making and giving the said Bill of Sale, resided and still resides at 15 Arthur St. in the City of Ottawa, in the Province of Ontario and then was and still is the Assistant Deputy of the Secretary of State of Canada.

5. That the name F. Carroll 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 24 Woodlawn Ave. and am a Secretary

Subscribed to and sworn before me, this)
7th day of April ,1945,)
at the City of Ottawa, in the Province) F. Carroll
of Ontario)
G. G. Beckett)
A Notary Public in and for the Province)
of Ontario

BRITISH COLUMBIA)
(
TO WIT:)

Affidavit of Bona Fides

"Bills of Sale Act"

I, Lim Butt, Merchant, 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 Four Hundred Ninety-Seven Dollars and Sixty Cents ($497.60) 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 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 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 at the City of)
Vancouver in the)
Province of British Columbia, this)
29th day of March A.D.1945)

D W Graves)
A Notary Public in and for the
Province of British Columbia

Lim Butt

DATED April 6th 1945

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

LIM BUTT

BILL OF SALE

RE: Koto HOSAKI

approved as to form