Name of Claimant JINNOUCHI, Mrs Masuye Case 143

Custodian File 10215

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 % of Total	Total Award 80% of all Sale Prices Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Total Award 125% of all Sale Prices: Amount	

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	

TOTAL RECOMMENDATION	—

JAPANESE PROPERTY CLAIMS COMMISSION.

CASE No. 143.

Vancouver, B.C.

June 24th, 1949.

IN THE MATTER OF THE CLAIM OF

MASUYE JINNOUCHI.

(CONTINUATION OF PROCEEDINGS)

Further evidence on this claim is contained in file of claim No 165 R. Tagashira - ie Transcript evidence of H D Campbell pp 134 - to 140. copy whereof is incorporated in my report on this claim.

H.S.

Vancouver, B. C.

June 24th, 1949.

A R G U M E N T

MR. MacLENNAN: My lord, certain defences were suggested by Colonel Hunter that he was relying on in this matter, namely, that Mr. Campbell was not the agent of the Custodian. I think that has been disposed of. I have numerous references in the transcript and the various documents held to show he is the agent of the Custodian.

THE COMMISSIONER: I think in the circumstances that point has been covered.

MR. BRAIDWOOD: My lord, I take the position on the part of the Crown that he wasn't the agent of the Custodian. I would like that on the record.

THE COMMISSIONER: You are either in this or you are out. Just what stand are you going to take?

MR. I understood that when I had announced that the claim didn't fall within the terms of reference you had not anything further to offer other than the evidence I asked you to get.

MR. BRAIDWOOD: I didn't understand that, my lord. I merely wanted to reiterate that the Crown stood by the defences that Colonel Hunter raised.

THE COMMISSIONER: Colonel Hunter's position was taken before he was aware of what evidence was to be offered.

MR. BRAIDWOOD: Well, my lord, in view of the fact

that your lordship is making a special recommendation my own personal instructions of course, don't apply, and it is within your lordship's discretion to make whatever recommendation you wish, and I don't propose to call any evidence or offer any argument on behal fof the Crown on that matter,

THE COMMISSIONER: Let us analyse that position. Assuming that I am going to make a report in any case on this claim, is it not desirable that I should have the position taken by the Crown clearly set out on the record. I understood your first position that the claim does not fall within the terms of reference, and I have held with you on that; but now on the other phase of it if there is any further assistance you can give me, I would like to have it on the other features.

MR. BRAIDWOOD: I do have one point of argument but I don't want to interrupt my learned friend.

THE COMMISSIONER: Then I willhear from Mr. MacLennan and from you later.

MR. MacLENNAN: Colonel Hunter's position at the outset was that he was going to raise the question that Mr. Campbell was not the agent of the Custodian. I submit it has been amply demonstrated that Mr. Campbell was acting as agent for the Custodian throughout, and I direct your lordship's attention to Mrs. Jinnouchi's trasncript, page 13, lines two to ten.

THE COMMISSIONER: Just give me the page references and I can read the material. You do not geed to go

into the details.

MR. MacLENNAN: Then lines 20 to 30. On page 14 the question is gone into again, lines one to ten. And of course, there is Mr. Campbell's evidence today and there are the letters , the correspondence with Mr. Campbell writing to Mr. Tagashira as agent for the Custodian and reporting to the Custodian as the Custodian's agent, and so on. I would submit there is an abundance of evidence there.

Another defence raised by Colonel Hunter was that the Custodian was going to suggest he had no money to pay the premiums. That appears on page 25 of the transcript, line 15 to 25. That of course, isn't so, as the facts have shown.

Then another defence which was being raise d was that the intructions by Mr. Tagashira to Mr. Campbell, were inadequate. That is raised on page 26, lines 15 to 22. I submit ,my lord, that the instructions were definite enough now when Mr. Campbell has had an opportunity to go through his files and recall what did occur.

Apart from that, Exhibit 4 in the Jinnouchi claim -- "Will you kindly settle the following amounts for me from funds on hand to my credit from time to time as they fall due".-- that is perfectly definite and straight forward, I submit.

As to the confirmation of instructions given to Mr. Campbell which he was good enough to come forward with today also, it appears on page 30 of

the transcript of Tagashira's evidence lines 20 to 30, and page 31 lines 1 to 10.

MR. CAMPBELL: My lord, this is something which I just came across in my files, the actual order for my appointment.

MR. MacLENNAN: My lord, I would ask that this document be filed. It is a letter of instructions from W. G. McPherson, authorized deputy of the Secretary of State, dated October 1st, 1942, addressed to H. G. Campbell, Esquire, reciting (reading).

(LETTER DATED OCTOBER 1, 1942, MARKED EXHIBIT No. 143/28.)

MR. BRAIDWOOD: My lord, I would like to tell the court in connection with that letter just offered, that this is the first time I have seen it or any copy of it. I had no knowledge of the existence of it.

THE COMMISSIONER: I appreciate that. We are getting a lot of information we had not before.

MR.BRAIDWOOD: I wouldn't like the court to think I was withholding anything.

THE COMMISSIONER: Oh, no.

MR. BRAIDWOOD: I am also sure that Mr. Shears wasn't aware of it, because we discussed this matter very carefully.

THE COMMISSIONER: Yes.

MR.MacLENNAN: Another defence mentioned by Counsel for the Government was, that these were enemy policies and there was no obligation to pay them. That appears on page 44, line 6 of the transcript,

and my short answer in that regard is that they undertook to look after these. They didn't have an obligation possibly under the regulations until they undertook to dos o. Having received instructions to do so and having paid one of the premiums, it is no defence to say they have no obligation to pay.

THE COMMISSIONER: Whatever happened to that other policy on which the $7.00 premium was paid?

MR. MacLENNAN: That was allowed to lapse automatically after sixty days for non-payment of further premiums.

THE COMMISSIONER: I have no evidence as to that, you see. However, that is for you to deal with. You concede they were enemy policies but that the Custodian had received instructions to pay the premiums and had undertaken to do so.

MR. MacLENNAN: Yes, my lord.

THE COMMISSIONER: Of course, there will be the other angle to it, that it may be that these policies were the property of Mrs. Jinnai who was a resident Japanese in Canada.

MR. MacLENNAN: Yes, my lord. There is that, and I am not sufficiently familiar with the regulations. I can see where the beneficiary -- that does make a difference, but in this case I would like to retract that concession. I don't know whether it is an enemy policy within the regulations.

THE COMMISSIONER: You say if these were enemy policies the Custodian had received instructions to pay the premiums and agreed to do so.

MR. MacLENNAN: Yes. Another defence raised by Colonel

Hunter was that the Custodian had no instructions to pay. That appears on page 44 of the transcript lines 24 to 30. I direct your lordship's attention in that connection to Exhibit 12 in the Jinnouchi case, where before the earliest expiry of a policy a copy of those intructions were in fact sent by Mr. Campbell to the office of the Custodian , and the only defence which the government has raised of which I have a note is, that it is not a claim within the terms of reference, and I discussed that.

Just as an illustration of what I consider to be the absurd position being taken by the Custodian in regard to having no obligation to pay these premiums, and it being an enemy policy, supposing Mrs. Jinnai had died, say on January 10, 1943, and $5500.00 was payable to Mrs. Jinnouchi as a result, the Custodian would havebeen the first to take charge of that money and the collection of it. There is no argument about that, I would think.

MR. BRAIDWOOD: My lord, my learned friend has already dealt with the defences one would raise here, but on behalf of the Crown, I want to say this: that while Mr. Campbell may have been an agent of the Custodian in some matters I think your lordship has to decide, but the question as to whether or not he was at times the agent of Tagashira, I would submit with respect my lord, that since he took instructions from Tagashira, and had Tagashira's money and made payments out of Tagashira's money on behalf of Tagashira that in these matters he was

acting as agent for Tagashira and not as an agent for the Custodian.

THE COMMISSIONER: Referring to Exhibit 12, which is the letter of January, 1943, the policy had expired then, hadn't it?

MR. BRAIDWOOD: Yes, one day prior.

THE COMMISSIONER: This apparently was the first knowledge the Custodian had of it?

MR. BRAIDWOOD: Yes.

THE COMMISSIONER: Although whatever Mr. Campbell's status was, he had had the intructions for pretty nearly four weeks.

MR. BRAIDWOOD: That may be so, my lord, according to the evidence that came out, but I submit it is perfectly in order that a man may be at times an agent for one party and in another part of the transaction be an agent for the other, and I think the facts speak for themselves that Mr. Campbell was taking instructions generally from Mr. Tagashira and Tagashira said, " Pay the moneys out of the funds you are getting for me for my benefit", and I think your lordship noted the letters I filed yesterday, the long series of intimate reports which Mr. Campbell was giving to Tagashira, which would indicate to my mind his position of agency certainly is capable of being construed as fluctuating, and I would submit that Tagashira looked to Mr. Campbell to look after the insurance policies and not to the Custodian.

Further, of course, my lord, we had no knowledge

of these policies. They were never declared on the declarations.

THE COMMISSIONER: I take your position to be this, that Mr. Campbell acted in a dual capacity.

MR. BRAIDWOOD: Yes, my lord.

THE COMMISSIONER: In some matters he was agent for the Custodian, and in others he was agent for Tagashira.

MR. BRAIDWOOD: Yes.

THE COMMISSIONER: And that his default in the payment of the premiums was in respect of a matter wherein he acted as Tagashira's agent.

MR. BRAIDWOOD: That is my position, my lord, and I think that is borne out by the letter of September 20th, 1942, which was filed and which as far as I knew yesterday was the original letter of instructions giving Mr. Campbell specific authority to act in the man's tobacco business on behalf of the Custodian; except for one thing, and I think that adds to my argument, that Campbell in some instances may have acted as the Custodian's agent and in others as Tagashira's agent , and I think Tagashira's own actions bear out my submission because he came to Mr. Campbell's office and my learned friend indicated a memorandum was dictated in Mr. Campbell's office and signed there and Mr. Campbell was to use the money he had for the payment of those insurance policies.

THE COMMISSIONER: Doesn't this last document take that ground from under your feet?

MR. BRAIDWOOD: I think not, my lord, because I think the

last document is dated -- the subsequent document of September seems to minimize the agency to my mind.

THE COMMISSIONER: October 1st, 1942, was his appointment as agent in all matters, was it not?

MR.BRAIDWOOD: That is right, my lord. The other was September 30th,1942, from Mr. Shears, so there seems some slight conflict there. One is from Mr. McPherson and one day after the letter from Mr. Shears, but I would submit that the Custodian was looking to Mr. Campbell in the matter of the company only. The letters show that, my lord and Mr. Campbell's own statements in his letter in which he says, " I am handling this business as manager subject to the reference to the Custodian", and Mr. Campbell said in the witness box he was only interested in the company.

THE COMMISSIONER: Was Mr. Shears acting as early as September 1942?

MR. MacLENNAN: I don't think he was manager of the office at that time.

THE COMMISSIONER: Neither do I.

MR. BRAIDWOOD: The letter of September 30th, if my recollection is correct, is certainly signed by Mr. Shears.

THE COMMISSIONER: Have you got these other letters, Mr. Secretary that were filed yesterday.

This is it, Exhibit 16. It reads: (Reading).

MR. BRAIDWOOD: Is that signed by Mr. Shears, my lord?

THE COMMISSIONER: Yes, that is signed by Mr. Shears as Assistant Manager.

MR. BRAIDWOOD: Now then, proceeding to my second ground, and that is the Custodian had no knowledge of these matters, the insurance,--

THE COMMISSIONER: Until January 19th?

MR.BRAIDWOOD: That's right; at which time your lordship noted one lapsed.

THE COMMISSIONER: That would not relieve him in respect to the other one on which Mr, Campbell paid the premium.

MR. BRAIDWOOD: I will come to that in a moment. Mr. Campbell's letter of February 3rd, which is Exhibit 5, clearly to my mind shows that Tagashira himself was negligent in this matter, and the post script of that letter as your lordship recalls, says. (reading).

THE COMMISSIONER: Which exhibit is that?

MR.BRAIDWOOD: Exhibit 5, my lord, the postscript. There is no evidence that Tagashira did after that time give any directions to Mr. Campbell although it was specifically brought to his attention. That I believe was a $3,000.00 policy.

Now I go one step further in my next submission and say this, that even if your lordship should hold that Mr. Campbell was the agent of the Custodian in some matters and if your lordship should hold he was the agent of the Custodian as far as Tagashira was concerned, the connecting of Mrs. Jinnouchi with that agency has not been clearly established, and I submit that while your

lordship may find -- although I submit your lordship shouldn't -- that Mr. Campbell did act for the Custodian, that the connection between the Jinnouchi and Tagashira, undertaken to pay money on behalf of the Jinnouchi claim has not been established. There is no binding arrangement there, my lord. Why should Mr. Campbell pay money on a Jinnouchi claim while he was handling Tagashira's affairs.

THE COMMISSIONER: Isn't the answer to that, that Tagashira gave intructions to pay from his funds certain premiums payable either by Mrs. Jinnai or Mrs. Jinnouchi.

MR. BRAIDWOOD: That may be true, my lord, but if Mr. Campbell was doing that, he couldn't do that if he were an agent of the Custodian, because he would have only authority to handle Tagashira's affairs and if Tagashira did give him instructions to pay money on behalf of Mrs. Jinnouchi, I submit it adds weight to my argument that Mr. Campbell was the agent of Tagashira. He was no longer acting for the Custodian, because the Custodian was only interested in Tagashira, had no interest in Mrs. Jinnouchi at all and there was no evidence that Mr. Campbell acted at any time for Mrs. Jinnouchi or was appointed to look after Mrs. Jinnouchi's affairs and therefore Tagashira coming to Mr. Campbell and saying, " You pay this for me, because I want you to pay", it must have been only because Mr. Campbell was acting as Tagashira's agent.

THE COMMISSIONER: Couldn't it have been that Mr. Campbell being a sub-agent of the custodian that Tagashira gave him these instructions just as if he walked into the Custodian's office and said, " You have some money of mine. I want you to protect this policy".

MR. BRAIDWOOD: I submit the general conception of Mr. Campbell acting in general for the Custodian as an agent is erronious. We established he was appointed if at all for a certain purpose only, to handle Tagashira's affairs.

THE COMMISSIONER: And he couldn't handling Jinnouchi's affairs.

MR. BRAIDWOOD: I submit not, my lord.

THE COMMISSIONER: All right.

MR. BRAIDWOOD: We haven't even set up the Jinnouchi matter as a debt which Tagashira owed. We don't know why at that time Tagashira wanted the Jinnouchi's policies paid. There was no obligation there as far as we could see. If it was a trade debt or something in the business then Mr. Campbell had some right to act.

Now my lord, after having made that submission that we didn't in any event act on behalf of Mrs. Jinnouchi— rather that Mr. Campbell didn't in any event -- I would like to go to one or two other matters which my learned friend suggested.

The one that this was an enemy policy I don't think I need labour that. I think that matter has already been expressed before your lordship by

Colonel Hunter before your lordship ddecided the matter. I would like to say I think the arguments that applied there should be reiterated here. And with that of course, goes my argument that the Custodian at no time was charged with the responsibility of looking after an enemy interest of that nature under the orders-in-council whth which we are concerned.

The other matter I want to submit is again as submitted by Colonel Hunter and that is the matter of what right Mrs. Jinnouchi has within the terms of the insurance policy under ordinary insurance law, whether she was a beneficiary for value or not in any event, I think that has already been put to your lordship and I would like to have it noted here.

THE COMMISSIONER: Yes. There is some rather indefinite evidence of having an interest in these policies for value received. In other words, I think she said she had lent money to Mrs. Jinnai in consequence of which Mrs. Jinnai turned over these policies to her as some form of security.

MR. BRAIDWOOD: That is true, that indefinite evidence does exist, but I think under the ordinary insurance law in order to establish whether Mrs. Jinnouchi had a right or hot to bring a civil action it would have to be very clearly shown she was a beneficiary for value, and I submit that the evidence produced has not been sufficient to establish that position.

I believe that is all I have.

THE COMMISSIONER: Thank you. Any reply?

MR. MacLENNAN: If I may just shortly on the question of my learned friend's submission that there was no binding connection between Nagashira and Jinnouchi and the somewhat tenuous argument he has evolved that because it wasn't Mrs. Jinnouchi who gave the instructions that therefore Mr. Campbell or any other agent of the Custodian wouldn't be responsible for carrying it out. I would point out, my lord, that all property belonging to any person of the Japanese race was automatically vested in the Custodian on the evacuation. She was evacuated at this time and obviously it was the duty of the Custodian under the regulations to look after her interests for her protection, and shortly if someone comes along and says, " I want you to pay insurance premiums" --

THE COMMISSIONER: Just a moment. You are referring to the Custodian at the moment. Do not overlook the fact that these policies were not disclosed in any J.P. form.

MR. MacLENNAN: No, my lord, but I did endeavor to point out yesterday, that the J.P. form is hardly wide enough to be understood --

THE COMMISSIONER: I recall your submissions on that.

MR. MacLENNAN: And that if there is any ambiguity in that, it is certainly not to be laid at the door of Mrs. Jinnouchi, but I do say that upon her evacuation it becomes the duty of the Custodian , he is vested with everything she has in the way of property, and

certainly it is his duty to carry out instructions given by anybody who says, "I want to pay some money because there is an insurance policy of which she is beneficiary".

MR. BRAIDWOOD: I think in fairness it should be pointed out that while a vesting at that time did take place in the Custodian, in a great many instances any assets such as insurance policies, which could be taken by the Japanese from the area were taken away and so allowed by the Custodian.

THE COMMISSIONER: In point of fact these policies awere not produced to the Custodian or to any government official until this inquiry was undertaken. That is the first time they appeared, I think,

MR. BRAIDWOOD: I think that is so. Just particulars of the policies were given before that to Mr. Campbell, the numbers of them and the name of the company.

THE COMMISSIONER: That is true. Very well, I will take this matter under consideration and will report.

(Concluded)

I hereby certify the foregoing to be a true and accurate report of the said proceedings.

Deputy Official Stenographer

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)

Vancouver, B.C.

June 23rd, 1949.

IN THE MATTER OF THE CLAIM OF

MASUYE JINNOUCHI.

CONTINUATION OF PROCEEDINGS.

APPEARANCES:

D. T. B. BRAIDWOOD, Esq.,	appearing for the Crown.
J. A. MacLENNAN, Esq., and DONALD A. THOMPSON, Esq.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
MRS. E. BLYGH,	Official Reporter.
D. J. HANDFORE , Esq.,	Official Interpreter.

THE COMMISSIONER: Yes, Mr. Braidwood.

MR. BRAIDWOOD: My lord, my friend and I have the two claims this morning, number 143 and 165, Kinnouchi and Tagashira and I think your lordship is well aware of the material facts in each of these cases, and we propose my lord, to go ahead at the outset with the case of Jinnouchi.

THE COMMISSIONER: Yes.

MR. BRAIDWOOD: My lord, I think my friend has some material to file and probably some representations to make and I might say that I am calling this morning, Mr. Howard D. Campbell, who figured prominentaly in both of thes cases, and my friend and I discussed it this morning that I would call Mr. Campbell early this morning and let his evidence go in , although it may not go in in the usual order, I think it will help your lordship to come to a decision in the matter.

THE COMMISSIONER: Yes, that is satisfactory.

MR. BRAIDWOOD: I will have Mr. Campbell here at 10.30 and my friend could go along with his material that he has on hand first.

MR . MacLENNAN: My lord, I appear for the claimant and Mr. Thompson is with me. I would like first to deal with the Jinnouchi claim, my lord. Your lordship will recall that this is a claim by virtue of the allegation that the Custodian failed to pay certain insurance premiums on two policies of the claimant.

THE COMMISSIONER: Well, first of all, what is your position

in regard to the terms of reference. Do you contend that this claim falls within the terms of reference?

MR. MacLENNAN: Yes, my lord, I do.

THE COMMISSIONER: You had better deal with that first.

MR. MacLENNAN: The submission shortly in that regard is that this is a claim for personal property which the claimant was unable to take with him at the time of evacuation and it was lost or destroyed as a result.

THE COMMISSIONER: Now what is the personal property?

MR. MacLENNAN: The personal property, my lord, is the incohate claim which the beneficiary had under the policy ,namely a chosen action, and the claimant Mrs. Jinnouchi had the right to recover these policies on the happening of certain events, namely the death of Mrs. Jinnai.

THE COMMISSIONER: Now just a moment. Is not the claimant's claim one against the Custodian for a breach of duty?

MR. MacLENNAN: No, my lord. I think the claimant might have a claim in that regard quite apart from this reference entirely, but it is not based on the negligence of the custodian in that regard.

THE COMMISSIONER: Well, how can there have been said to have been a loss of personal property, when the alleged loss arises from somebody's failure to enforce, or keep in being a policy of insurance?

MR. MacLENNAN: My lord, it is the lost right to enforce that policy which was the chosen action, which was

the personal property.

THE COMMISSIONER: I am afraid I am not convinced, Mr. MacLennan.

MR. MacLENNAN: Well, I do submit with respect to it being a chosen action -- I do not think my learned friend will argue it is not, it is personal property, which is specifically referred to in the terms of the reference and it is personal property belonging to Mrs. Jinnouchi, the claimant, because she is the person who is entitled to recover on these properties as beneficiary.

Now there is evidence to which I will refer your lordship that she is a beneficiary for value, and there is also evidence --

THE COMMISSIONER: Am I not right in this: whatever it was Mrs. Jinnouchi lost, was a right of recovery under an insurance policy?

MR. MacLENNAN: She lost my lord, the money which she would have recovered under that insurance policy.

THE COMMISSIONER: Yes, and she lost it, according to your allegation in consequence of the failure of the custodian to do something which you say he ought to have done.

You see the whole premise of your claim is shortly this: we left money in the hands of the Custodian with directions to do a certain thing and he did not do it. Is that not your case.

MR. MacLENNAN: That is the case, my lord, and the money has been lost.

THE COMMISSIONER: Well, I would hold that this claim

does not fall within the terms of reference.

MR. MacLENNAN: Isn't it the same thing as if I left the piano in the hands of the custodian and it was lost -- as long as it is a personal claim, whihh it is.

THE COMMISSIONER: Bringing it closer to the circumstances we find here: assuming the custodian had delivered to him the policies of insurance, which was done, and due to his default he lost the actual policies of insurance, in consequence of which Mrs. Jinnouchi was unable to present her claim. There you might have something that falls within the terms of reference, but that is not what happened here. The custodian still has the policies.

MR. MacLENNAN: Well, my lord, actually the custodian I think did not have the policies in this particular case. The policies were not even delivered to the Custodian, but instructions were given by the custodian to pay the premiums; and if I am right in saying that, that came under the policy, being a chosen action, is a personal claim, and I think my lord, the terms of reference go that far, and in my humble submission it is certainly a right that belongs to the claimant, and it was situated in the protected area. The right of action was in Vancouver and there was a right to recover this money and Mrs. Jinnouchi is of a Japanese race.

THE COMMISSIONER: Well I am against you on that. As I told you previously, there was some discussion on this subject in Vernon and I intimated at the

time the circumstances were peculiar and involved a matter that should be reported to the government, and I will find here the claim as presented does not fall within the terms of reference. Nevertheless I will make a special report to the Minister of Justice in regard to it.

MR. MacLENNAN: I appreciate that, my lord. My lord, I endeavored to interrupt quite properly, because I did not want your lordship to give a ruling until I submitted a short alternative, and I would just ask your lordship to consider an alternative claim in this regard being for property loss, namely the premiums, which had been paid for the previous ten years, money being the property that was lost., because it was avowedly a payment, as it turned out. I will just ask your lordship to consider that in making your recommendation in that regard.

THE COMMISSIONER: Well that does not concern me any more than the other does. However, the matter will be brought up before the Minister of Justice in any event.

MR. MacLENNAN: My lord, before that case is closed, there was a discussion at Vernon of the death certificate which had been presented in the Japanese language and it was to be translated. I have had that translated, my lord, and I would like now to file it. It turns out it is a certificate from the Mayor, from a city in Japan, who certified that Mrs. Jannai, the wife of Orizo, died October 9th, 1947, at Tokumasa, in Japan.

THE COMMISSIONER: May I h ve that date again.

MR. MacLENNAN: October 9th, 1947.

THE COMMISSIONER: And the woman's name

MR. MacLENNAN: The woman's name?

THE COMMISSIONER: You said Jinnai, did you not?

MR. MacLENNAN: It is Jinnai, the wife of Morizo, but it does not give her christian name apparently, Hatzu -- that is the owner of the policy insured under the policy is Hatzu Jinnai, and this policy refers to the wife of Morizo Jinnai and Mrs. Jinnai, is here, if you would like evidenceon that, on the name of the wife of Morizo Jinnai.

THE COMMISSIONER: I think you had better establish what the woman's christian name is.

MR. BRAIDWOOD: My lord, I will have to get an interpreter.

THE COMMISSIONER: Very well, you can telephone for him now and I will adjourn for a moment. Mr. Watson seems to be having some trouble, and I will ask him to have the interpreter come up.

(PROCEEDINGS RESUMED AFTER SHORT ADJOURNMENT)

MR. MacLENNAN: My lord, I would like to tender as Exhibit 15, the Japanese certificate, together with the translation -- the certificate of death of the wife of Morizo Jinnai. I have a copy of the translation for your lordship.

THE COMMISSIONER: Very well.

(DOCUMENT MARKED EXHIBIT No. 15)

MR. MacLENNAN: I will call Mrs. Jinnouchi.

THE COMMISSIONER: This witness has already been sworn in these proceedings and you need not swear her again.

MASUYE JINNOUCHI, already sworn.

DIRECT EXAMINATION BY MR. MacLENNAN:

Q Mrs. Jimnouchi, you have already been sworn and you are under oath, do you understand that?

A Yes.

Q Mrs. Hatzu Jinnai, is what relation to Morizo Jinnai? A. They were husband a nd wife.

Q And what was the husband's name?

A His name was Morizo.

Q Do you know whose Tsurumatsu -- possibly I have not pronounced it correctly there -- Tsurumatsu Otsubo is?

A He is related to Jinnai -- Hatzu Jinnai.

Q What relation? A. Young brother. -- the younger brother.

Q Of Hatzu Jinnai?

MR.BRAIDWOOD: I have no questions, my lord.

THE COMMISSIONER: That is all, thanks.

(Witness aside)

THE COMMISSIONER: If you will proceed and outline the polsition you take, regardless of my ruling that it is not within the terms of reference, I shall be glad to have your submissions and will pass them on.

MR. MacLENNAN: Thank you, my lord.

THE COMMISSIONER: I would ask the reporter to take the argument in this c ase.

MR. BRAIDWOOD: My lord, I don't presume we shall need the interpreter for the time being, if he wishes to

be excused.

THE COMMISSIONER: Mr. Handford, you may go now, but we may require you again.

MR. MacLENNAN: I may then, my lord, briefly submit why I urge that the matter does come within the terms of reference, namely that the claim is a chosen action -- and incohate right to recover insurance on the happening of a certain event, namely the death of Mrs. Jinnai; it being a chosen action personally and it belongs to Mrs. Jinnouchi, because she is the person to recover under the policies. She could sue as beneficiary if the insurance company refused to pay, and in that regard there is conflicting evidence, or there is not entirely satisfactory evidence in the record -- when Mrs. Jinnouchi was first called she said that Mrs. Jinnai more or less voluntarily , of her own free will, and for no apparent reason, designated Mrs. Jinnouchi as beneficiary, and then she consulted a solicitor, Mr. Davidson; and when he appeared he apparently had obtained what I submit was the true story from her; and he called her to give evidence to the effect that Mrs. Jinnai, owed Mrs. Jinnouchi money, and the policy was taken out really to secure that indebtedness.

My submission however is, that in either event, whether she is a beneficiary for valye or not, she , as a beneficiary, is entitled to sue if there would have been an action and she is the person entitled in law to receover the money, and

that the property -- the chosen action is something that was situated in the protected area. The right of action was in Vancouver, British Columbia, and Mrs. Jinnai of course, is a person of the Japanese race.

And my lord, under the terms of the order in council, No. 2483, certain things are excepted -- all property is subject to be vested in the custodian.

THE COMMISSIONER: Just a moment. You refer to order-in-council, 2483?

MR. MacLENNAN: Yes.

THE COMMISSIONER: Of what date?

MR. MacLENNAN: Of March 27th,1942. That is the amendment my lord, to P.C. 1665 of March 11th.

THE COMMISSIONER: Yes, I have it.

MR. MacLENNAN: It provides that subject hereinafter in the regulation provided as a protected measure only and I would emphasize those words: "All properties situated in the protected area"., and then excepted:fishing vessels , deposits of money, shares of stock, debentures, bonds and other securities."

And I would emphasize that it does not come within any of those exceptions, and it is property, and subject to that Order -in-council shall be subject to the control and management of the custodian.

This was not something, my lord, that the claimant could take with her. In other words, it was an incohate right which had not yet arisen

because Mrs. Hatzu Jinnai had not died and you could not take it with you at that stage, because it did not exist at that stage.

THE COMMISSIONER: Have you the insurance policy filed?

MR. MacLENNAN: Yes, my lord, there are two policies of insurance.

THE COMMISSIONER: Let me see your file.

MR. MacLENNAN: Exhibits 3, my lord — it is Exhibits 10 and 11. Exhibit 10 is probably the Mutual Benefit Association, and it provides for a benefit up to $3,000 depending on the number of members existing at the time of the death of Mrs. Jinnai, or the number who contributed, and my understanding is at that time the maximum amount had been paid by all the Associations.

THE COMMISSIONER: There is no policy of insurance filed here.

THE SECRETARY: Exhibits 10 and 11, two policies.

MR. BRAIDWOOD: Has your lordship by any chance the Tagashiro file instead of the Jinnouchi file.

THE COMMISSIONER: There is a copy of it. The original presumably must havebeen handed back to Mrs. Jinnouchi.

MR. BRAIDWOOD: My lord, I find the original is onmy file. The custodian apparently withdrew them again after the general arrangement. Would you care to see them?

THE COMMISSIONER: No, I do not particularly want them, but I will endorse on this copy where the original is. What is your file number?

MR. BRAIDWOOD: This is a file number under the case 143. -- my claim file 143, my lord, but I have a master file, 10215.

THE COMMISSIONER: Well, that is allright. You have it in your claim file.

MR. BRAIDWOOD: That is right.

THE COMMISSIONER: All right.

MR. MacLENNAN: I draw your lordship's attention to the fact that Exhibit 10 is for $3,000 and Exhibit 11 for $2500.00.

THE COMMISSIONER: Is this benefit association still in existence?

MR. MacLENNAN: My lord, I don't know that. It was at the time of the hearing.

THE COMMISSIONER: However --

MR. MacLENNAN: -- Because a telegram was filed.

THE COMMISSIONER: It is not very material in any case.

MR. MacLENNAN: On this point that this personality was something the claimant could not take with her, it being a dormant right and not capable of being acted upon or exercised at the time of evacuation, it was dependent on three factors: Mrs. Jinnouchi outliving Mrs. Jinnai, which did occur; and Mrs. Jinnai not changing the beneficiary, which she had the right to do and she didn't do; and depending on a third factor, which is in issue here -- the maintaining of the payment of premiums.

And because of that, it was something -- well because of the very nature of it it was something that the claimant could not and was unable to

take with her -- just as unable to take with her in that regard as say, a four-poster bed, which would have been too heavy to carry; one, because the law did not give her any right at that stage, and the other that it was physically impossible.

The Order-in-Council makes no distinction between that -- whether it is physically impossible, or just impossible by virtue of law and my position is therefore, that it is vested in the custodian, and alternatively if a chosen action such as this is not personalty then the claim is for property which was turned over to the Custodian by Tagashiro in this regard that claims for insurance premiums had been paid for over ten years. It was an asset which was -- the premium of course, was set on the basis of a woman ten years younger, and it is property. Money had been paid and was accumulating there. It was accumulating in this way. It was an asset being built up in those insurance policies, and therefore they were physical assets turned over to the custodian.

In that regard, turning over to the Custodian was through Harold D. Campbell and Mrl Campbell is here and will be giving evidence. I won't cover that aspect of it at the moment, my lord.

And lastly, while the matter comes within the terms of reference, the property is lost or destroyed. The right of action that the beneficiary had under the policy is lost or destroyed, because the policy has lapsed, and that was while it was under the

Custodian's control; and alternatively it was money lost. Premiums had been paid for ten years for nothing, as it turned out.

In regard to the evidence, my lord, Mr. Hunter in the course of the hearing referred to the failure of the claimant to declare the insurance policy on her J P. declaration.

I would draw your lordship's attention to the fact that the J.P. declaration refers only to life insurance of claimants; and if there is any ambiguity in the form of the declaration then surely this should not be charged to the claimant, and particularly to this woman, Mrs. Jinnouchi, who understands little or no English.

THE COMMISSIONER: You will note that in that J.P. form it reads, "Statement of property form," and then under that, policy life insurance.

MR. MacLENNAN: Which a person may take to mean life insurance on your own life.

THE COMMISSIONER: I notice the declaration has in it, "I the undersigned hereby turn over to the Custodian, all my property in the protected area, as set out above except --"

MR. MacLENNAN: Yes.

THE COMMISSIONER: You say not withstanding that declaration, there is included in all the property in the protected area, the rights under these policies of insurance.

MR. MacLENNAN: I do submit that, my lord.

THE COMMISSIONER: Would it be more convenient if you had Mr. Campbell's evidence now.

MR. MacLENNAN: I think it might. I see where I am going to overlap.

THE COMMISSIONER: All right, we will suspend the argument and go on and hear Mr. Campbell.

MR. BRAIDWOOD: My lord, I feel under your lordship's ruling, it is not necessary for the Crown to argue the matter, except I would like certain statements read into the record on behalf of the Crown. I don't know whether you want that now or later.

THE COMMISSIONER: Well, you will be presenting argument later, so why not have it all together.

MR. BRAIDWOOD: Your lordship wishes to hear Mr. Campbell, and I think to simplify the matter, Mr. Campbell should be called on the Kagashiro case. He also gave evidence in the Kinnouchi case, and if we call Mr. Campbell now on one case or the other, it might be on the understanding, between my friend and myself, that the evidence in one applies to the other.

MR. MacLENNAN: That is satisfactory.

MR. BRAIDWOOD: Well, we will call him in this case now,.

THE COMMISSIONER: And you might exhaust his evidence in relation to the both claims.

HAROLD D. CAMPBELL, a witness called on behalf of the Crown, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BRAIDWOOD:

THE COMMISSIONER: Mr. Campbell is being called by government counsel, or would you prefer that he be called as my witness, so that it would be open to both of you to cross-examine him.

MR. BRAIDWOOD: I would prefer that from this point of view. The custodian takes the stand that Mr. Campbell is not the custodian's agent and there is some dispute on that.

THE COURT: But he was the agent of the claimant, all right. We will keep Mr. Campbell called as a witness by myself and you can cross-examine.

MR. BRAIDWOOD: Thank you.

CROSS EXAMINATION BY MR. BRAIDWOOD:

Q What is your occupation, Mr. Campbell?

Q Charter accountant.

Q And I understand you were connected with the various Japanese interests shortly after the evacuation -- acting in various capacities, is that correct?

A That is right.

Q And that on occasions you acted on behalf of the Custodian of enemy property?

A That is true, yes.

Q In fact you acted in quite a number of cases for the Custodian of enemy property, is that right?

A Yes, I was appointed agent to the Custodian.

Q And where the custodian desired you to act in a particular case, you were given specific instructions?

A That is right.

Q And you then went in and took charge of the Japanese interests in the terms of your instructions?

A Quite true.

Q And carried on in the sense of Administrator in

these cases and made reports to the Custodian, is that right?

A Yes.

Q And in that capacity, of course, you were familiar with the various orders-in-council, which were being used by the government to govern the disposition of Japanese persons and property?

A Oh yes, I had my instructions.

Q Now is it not true, Mr. Campbell, that you also carried on business as agent for the various Japanese interests, directly with the Japanese?

A No, I wouldn't say that altogether. Any business that I did in connection with Japanese properties were originally through the Custodian. In other words, let me put it this way: these various properties that I handled were passed on to me by the Custodian's office to look into.

Q Well may I put my question this way: was there not a practice of the custodian to allow a Japanese or a Japanese interest to appoint - -A: Me -- -- it's own agent in an area, so that agent could carry on the business of the Japanese but at all times reporting to the Custodian.

A Well as far as I am concerned I don't think so really. There was this point: there would be occasionally a Jap business which was passed on to me by the Custodian's office and it was still running, and I would probably be required to look after the Japanese operations for a matter of weeks or months, while the business was still running on: for instance,

like a small grocery store or something of that nature.

Q Now when you say it was apassed on to you by the Custodian, do you mean to say you were referred to the Japanese interest by the Custodian, or the Custodian gave you specific orders to do something about the Japanese business?

A Well, the Custodian gave me definite orders to do so.

Q Were there not cases where the Custodian referred you to the Japanese interest and allowed you to make your own arrangements with the Japanese interests?

A Yes, more or less to supervise that interest until the Custodian was ready to give final orders for its disposal.

Q And then you would go --

A They were direct leads from the Custodian's office-- direct leads -- yes.

THE COMMISSIONER: You are dealing in generalities. Can you not bring down the relationship to these particular claimants.

MR. BRAIDWOOD: I am dealing with generalities specifically because I want to find the practice Mr. Campbell followed. I want to show that there were two general practices that Mr. Campbell was not at all times the Custodian 's agent.

THE COMMISSIONER: The only vital point is whether Mr. Campbell in this instance acted as agent for the claimant or as agent for the Custodian .

MR.BRAIDWOOD: I think my line of questioning has some merit in it. I shall attempt to show Mr. Campbell

in acting in these interchangeable capacities might be confused as to which capacity he was acting in.

THE COMMISSIONER: Well, if that would apply to Mr. Campbell, it would certainly apply to a very much greater extent to the Japanese interests concerned.

MR. BRAIDWOOD: Yes, my lord.

Q Now in the case of Tagishiro you were familiar with the Tagishiro matter?

A Yes.

Q What was your first knowledge of the Tagishiro matter? A. Well, that was one case that was passed down by the custodian for me to go into and for me to make reports on with regard to the various properties which he had; in other words the property known as the Heatley Avenue Company -- I think he ran it as the Tagishiro Company but he mainly used the name of Heatley Company, and he had his business there, which was mainly a tobacco jobbing business.

Q Now did you discuss this matter with the custodian?

A Yes.

Q And the custodian indicated to you I take it, that you might go in and look after this business, is that right?

A Yes, that is right.

THE COMMISSIONER: In what capacity?

A As his agent.

MR. BRAIDWOOD: Q; I am showing you a letter dated September 30th -- rather a copy -- of September 30th, 1942, purporting to come from Mr. F. G. Shears to

yourself. Have you the original of that letter, Mr. Campbell?

A Well, I imagine I would have it. I won't say I have, but I imagine I would have.

Q You remember seeing the original of this letter, do you?

A Yes, I can explain this.

Q Perhaps we had better read it in first. I would like to file it as an exhibit.

THE COMMISSIONER: There is no need to file it into the transcript if you intend to file it as an exhibit.

MR. BRAIDWOOD: There are only two paragraphs. Mr. MR. Campbell is going to explain I think. Whatever your lordship pleases. It is entirely up to you.

THE COMMISSIONER: There is no need to have it twice.

THE WITNESS: Shall I read it?

THE COMMISSIONER: If you wish.

THE WITNESS: My lord, the letter is dated September 30th, 1942, and is addressed to H. G. Campbell, from F.G.Shears, the Custodian, and it reads:

" Further to the conversation which you had with our Mr. Alexander in regard to the affairs of the above, it is our understanding -"

(that refers to Rinkichi Tagashira) -- "that you have made arrangements sith Mr. Tagashira to act on his behalf as a Chartered Accountant.

It also appears to be desirable that you should be appointed as our agent in connection with Mr. Tagashira's wholesale Tobacco business

and we are enclosing our authoritzation to investigate and take control on our behalf."

Now so far a I can remember that was just about the date I was handling Tagashira's business, in September 1942.

THE COMMISSIONER: September?

A September 1942, at which time I was appointed by the Custodian as well, but the idea of this first paragraph of the Custodian was this: Tagashira's accounts were not up to date or in shape and it was arranged that I should make a statement of his business so in the profits and losses and a statement of his accounts recei vable and payable, which were later submitted to the Custodian's office. That small part of the business I remember Tagashira paid me for my services rendered, rather than have any confusion between my office and his. It is not a great deal and that is the explanation with regard to Tagashira.

The stock had to be taken and there was a great deal of work which had to be done to get the position as clear as possible and later to be submitted to the custodian.

THE COMMISSIIONER: Shortly put, you were appointed to act as agent for the custodian?

A That is right.

Q And you rec ived authority from the custodian to also act as accountant for Tagashira?

A Yes, to prepare the statement.

MR. BRAIDWOOD: Q:I suggest to you that the Custodian

indicated to you that Tagashira's affairs needed someone to keep them in order, and you were the person to do it and you made your own arrangements to do it?

A Well, not to look after his books. The thing was to dispose of the business as quickly as possible. (LETTER MARKED EXHIBIT No. 16)

Q Well now, you did in fact carry on the business, didn't you?

A No, I didn't carry on the business at any time.

Q Well you did in fact carry on the accountng of the business, is that not correct?

A I prepared statements at that time of course, and after the business was disposed of I continued to act as accounant -- or as auditor for the company that took over, that was a Chinese company, of course.

Q Well now you have been kind enough to furnish me with a set of letters which purport to be true copies of letters sent by you to Rinkichi Tagashira. I think my learned friend has copies. These are signed copies and I propose to show the course of action between the --

THE COMMISSIONER: All right.

MR. MacLENNAN: I might say my learned friend has shown me these letters and whether Tagashira received all of those letters or not, I am not prepared to say. I did not bring up all the documents.

THE COMMISSIONER: Wellyou can take them after they have

been marked and if there is any question about it, you can let me know.

MR. BRAIDWOOD: Well, I think I can put it in this way. Mr. Campbell can testify whether he sent them to Mr. Tagashira.

Q Is that a true copy of the letter, dated April 1st, 1943, which was sent by you to Mr. Tagashira as of that date? A. Yes, I signed it.

Q These might all go in as one exhibit.

THE COMMISSIONER: Very well.

MR.BRAIDWOOD: Well, I believe they should be separately marked, because some of them refer to insurance and my friend might want to refer to them particularly. (LETTER MARKED EXHIBIT No.16)

Q Now the next letter is dated May 1st, 1943. Is that also a letter from you to Tagashira?

A Yes, a copy you submit was also signed by me. (LETTER MARKED EXHIBIT No. 17)

Q And a letter of March 8th, 1943. Is that a copy of a letter sent by you to Kr. Tagashira?

A Yes, I certify that is a true copy.

Q And the letter dated February 3rd, 1943, is that also a true copy of a letter sent by you to Mr. Tagashira? A. Yes.

Q And I have here two telegraph messages dated April 23rd. Now perhaps we had better take the first one first -- April 13th, 1943?

A Shall I read them?

Q Well, we will come to those in just a moment if you don't mind? A. Yes, these are

two telegrams ssent by me.

Q And one received by you?

A Yes, one received by me from Tagashira --April 13th is correct, 1943.

M.R BRAIDWOOD: I am sorry, my lord, these latter two documents are already in as exhibits.

THE WITNESS: I think my lord, in order to make things a little more clear in regard to my friend's question about carrying on the business, ,the statements that were sent to Mr. Tagashira and which are referred to in these letters, were statements I had arranged with the Custodian to send to him, and Mr. Tagashira himself, to send him every month as closely as possible, because at that time he was working under a partnership -owner agreement, ,which I believe was run by Mr. MacLennan, with the parties -- the Chinese who took over, the arrangement being that Tagashira was to get a certain proportion of the profits and the Chinese the other proportion and these statements were prepared not altogether for Tagashira, but for the custodian by me after an audit of the books.

Q Now may I have the exhibit of May 1st. Now would I be correct in assuming, Mr. Campbell, that these letters purport to be fairly full reports of your activities in Vancouver on behalf of Tagashira?

A Well, Tagashira and his late company, which was at that time being operated by Chinese, after the disposal of it through the Custodian's office.

Q Well now I refer to exhibit No. 18, which is a

letter of May 1st, 1943, in which you write as follows in paragraph 3, to Mr. Tagashira:

"Please understand your business is not being operated by the Government but by a Manager appointed by yourself under my direction and protection as your appointed representative with the Custodian's approval only".

And that is underlined " With the Custodian's approval only".

A Yes.

Q "In every case where a controller is continuing to operate a Japanese business, the cost of such operation, including the controller's fees, is naturally chargeable against the operation of the business."

A Yes.

Q And you continue on.

"I am not permitted, and havenot charged to the Office of the Custodian, any fees whatsoever, unless I have been required to perform some duty, or prepare some statement for that office which they judge necessary for their records."

A Yes.

Q "My services fall naturally into the following classes:

(1) Auditing of the Company books. This is chargeable to the company.

(2) Obtaining additional information over

and above profit and loss statements; drafting this information in letter on statement form, and engrossing and submitting to you. As this information is for your personal edification and at your personal request, it is not chargeable to the company but to you personally.

(3) Mr. Messenger's continued services "..-

Now Mr. Messenger, he was one of your employees?

A Yes.

Q "Mr. Messenger's continued services in maintaining and protecting the operation of this business. To develop this business from $6,000.00per month to $16,000.00 per month in the three month period, has necessitated continuous efforts and contacts with the suppliers on Mr. Messenger's part, which you must admit has been very much to your advantage. In addition to this, in order to re-establish the customers list, to which Heatley Trading Co. can sell, numerous conferences with the Wartime Prices and Trade Board and continuous arguments with competing jobbers have been involved " etc.,

A Yes.

Q And then you relate a number of things that you or Mr. Messenger did on behalf of the company?

A Yes.

Q Now isn't it logical to assume you were acting always under Mr. Tagashira's direction and looking

to him for payment?

A Well, I was advising Mr. Tagashira from time to time as to what was taking place and there was a tremendous lot of correspondence and one thing and another, because of the Wartime Prices & Trade Board requirements and other departments of the government.

In other words, Mr. Tagashira had left certain business behind him which was taken over by James T. Lim on a partnership ownership agreement as I have already said, and there were certain regulations that had to be maintained on account of the Government regulations, I would say -- that is the Wartime Prices & Trade Board Regulations, and these things were thrown in my lap and had to be attended to and kept in shape.

Q well is it not true you reported to and were directed by Mr. Tagashira?

A Well, there was very little in the way of instructions from Mr. Tagashira himself after he left the City.

Q Well, that wasn't necessary because there was a management contract, wasn't there?

A Yes, that is true.

Q And is it not true that you never at any time received any remuneration from the Custodian for the work that you did on the Tagashira matter?

A Oh no, that is not actually right, because I billed the Custodian's office on the work that was done on the Tagashira matter, but that did not cover actual auditing of the books or anything.

Q Well I suggest to you no payments were made to you by the Custodian on the Tagashira account, is that true?

A No, it isn't true, because as far as I remember I billed the Custodian with certain services rendered in connection with Tagashira from the very commencement, but I could easily look up my accouhs and tell you definitely.

Q Well, my instructions are, and I can bring evidence to prove it, that you have been paid nothing in connection with your work in connedtion with the Tagashira matter?

A Well that may be right, but I don't think so.

Q Well since there is dome dispute about it --

A Well, I am certain the Custodian did pay me fees for looking after certain parts of his estate. I am certain of that, because I was handling moneys which were remitted by me to the Custodian time after time and fairly large sums at that and everything was accounted for to the Custodian's office.

THE COMMISSIONER: I appreciate Mr. Campbell, that you cannot be expected things in your mind that occurred seven or eight years ago?

A No.

Q And if you would be good enough to look at your statements?

A I am certain that I was paid fees by the Custodian in the Tagashira estate.

Q Well, I understand from Counsel's statement his

instructions from the Custodian are, that is not so, so we have the two statements, and I presume Mr. Braidwood is genuine in his statement and those are his instructions.

A Well my lord, it may have gone under the Heatley Trading Company's name, which was Tagashira's company. It was one or the other.

Q Well, if you will look that up?

A I will look that up and find that out for you.

MR. BRAIDWOOD: I had Mr. Shears look into this matter yesterday and he gives me instructions that no sums were paid.

MR. MacLENNAN: He may owe him some money.

THE WITNESS: Yes, he may owe me some and it would be pretty steep.

MR. BRAIDWOOD: Well, would you look that up and advise us?

A Yes.

Q Now in any event did you receive any payments from Tagashira?

A Yes, I could tell you what these were, as a matter of fact. There was $165.00 paid to me in January 1943.

Q Yes. A .

THE COMMISSIONER: That is immaterial how much was paid .

THE WITNESS: Well in January 1943 there was some paid, and the only other sum I got from Tagashira was in May 1943 -- yes, May 1943.

Q Presumably you were paid for your services rendered, by the Heatley Trading Company?

A Yes, that was two small sums I got.

MR. BRAIDWOOD: Q: Now, Mr. Campbell, when did the

Heatley Trading Co. come into existence?

A Well they were in existence when Mr. Tagashira left town.

Q Do you know how long they had been in business?

A When they incorporated?

Q No, how long the partnership lasted?

A Well, it started on the 15th December, 1942, and that continued up until the end of 1944, that partnership agreement.

Q Well now, from your knowledge of the matter, can you say that Tagashira was trading under his own name up to the 15th December, 1942?

A Yes.

Q And from January 15th,1942, who purported to be trading under the Heatley Trading Company --

A Yes.

Q -- which was registered under the Partnership Act?

A Yes.

Q And at a sometime later date a limited company was formed? A. That is true.

Q Can you tell his lordship at what date a limited company was formed?

A Yes -- somewhere around January 1944, it was towards the end of 1943.

MR. McLENNAN: I happen to have a certified copy of the certificate of corporation, of the Heatley Trading Company dated the 30th day of December, of 1944.-

A 19-- ?

Q 1944?

THE COMMISSIONER: I don't know that you need file it.

MR. MacLENNAN: No, not as long as you agree.

MR. BRAIDWOOD: I agree on that, my lord.

Q Now during the main part of your administration of the business or your dealings with the company you were trading under the name of the Heatley Trading Company, is that correct?

A Yes.

Q Now there were two management contracts I believe during your period of association with the business, is that not correct?

A Yes, well there was one with a man called Frank Mahr, and that turned out to be a washout I might say.

Q Was that in existence when you first came in?

A No, not when I first came in. This was a Chinese that came to me and made this offer similar to the one later on but he could not put up the bond.

MR. BRAIDWOOD: My lord, I think we have had some evidence in regard to that bond once before. I don't think the agreement has been filed, but I don't think it would help much, my lord.

Q Later on a second a greement was formed, was it not?

A Yes, with James T. Lim.

Q And what was the purport of the Lim agreement?

A To take over the Healtey Trading Company business on a partnership agreement.

Q Yes? A. Out of which Hames Y. Lim was to get 70% of the gross profits and Tagashira 30% of the gross, except as to operating expenses, and we put a limit -- they were to be limited to

a certain amount each year. I think somewhere around $2100.00 each year.

Q Yes, and what date was that agreement, do you know, Mr. Campbell?

A Now offhand, I could not say, but if I saw a copy of the agreement, I think I could confirm that, it was sometime early in --

MR. MacLENNAN: December 16th,1942?

A I know it was sometime towards the end of 1942.

MR. BRAIDWOOD: Q: Now am I correct in assuming under the terms of that agreement, Mr. Lim was to handle the affairs of the proprietorship and receive a certain amount of money?

A That is right -- no, not to receive a certain amount of money.

MR. MacLENNAN: Well, the agreement speaks for itself, and I don't think the witness can do anything by interpreting it.

THE COMMISSIONER: I think that is right.

MR.BRAIDWOOD: It is in as Exhibit 11 in the Tagashira matter. Mr. Mahr's agreement came on first, did it not?

A Yes, but it did not really exist.

Q It was an abortive agreement?

A Yes, it was thrown out.

Q And did you arrange the Lim agreement?

A Yes, I made the arrangements through the Custodian of course, and the agreement I think was drawn by Mr. MacLennan himself.

Q Yes, and that of course, was before Mr. Tagashira

was evacuated, is that correct?

A I imagine it would be, yes, I think so.

Q It was signed in Vancouver at any rate?

A I don't know exactly the time when Tagashira left Vancouver.

Q Now as to the accounting under that agreement, did Mr. Lim account to you or directly to Mr. Tagaishira?

A No, the arrangement was this. I was appointed auditor of the company.

Q I beg your pardon? A. I was appointed auditor of the Heatley Trading Company and made statements monthly, which were sent to Mr. Tagashira, and showed his profits, which were quite handsome, because the operation expenses were limited, as far as Jim Lim was concerned, and Tagashira himself was drawing, you might say, as much as, and even more than Jim Lim was in some particular months.

Q Now you szy you remitted the monthly directly to Mr. Tagashira?

A No no, I turned the money over to the Custodian. The share of the profits was turned in by me to the Custodian's office. In fact I have all the payments I made to the Custodian's office in my ledger here.

Q But you sent reports to Tagashira, I take it?

A Oh yes, and copies to the Custodian at the same time.

A As a matter of fact, every move I made in regard to that matter was reported to the custodian's office as well as to Tagashira.

Q Well you were familiar with this operation?

A Yes.

Q And do you know whether the business under this agreement was being carried on in fact with the Lim's money or Tagashira's money?

A It was being carried on with Lim's money.

Q So Tagashira had no money in the business at that time? A. That is true.

THE COMMISSIONER: In other words, Lim provided the capital.

A Yes, Lim provided the capital.

MR.BRAIDWOOD: Q; And would it be correct for me to assume what Tagashira was getting paid for by Lim, was the right to do business in Tagashira's place?

A That is true. That is what it might be interpreted to mean. Let me put it this way, my lord: even after Tagashira left town, for a long, long time there was a certain amount each month being credited to him as his share of the profits of Heatley Trading Company, and these amounts, as I said, were remitted to the Custodian's office, and during the period of the whole ownership agreement it came to over $9,000. as the share profits alone, and I think in that particular case Tagashira really got a good deal.

THE COMMISSIONER: Q; Well when the deal with Lim was first made, was there any stock in trade still there?

A Yes, there was stock in trade for which he was paid in addition.

Q He was paid for that?

A Yes, he was paid extra money for that, too.

MR. BRAIDWOOD:Q:Am I not correct in assuming Lim bought out all Tagashira's stock-in-trade?

A That is true.

Q So he had no stock-in-trade left in the business?

A Well, he had some little odd thing that he had left aside and had not tried to dispose of for some years, but it was a very small amount.

Q That Tagashira had got on consignment, I suppose?

A Yes.

Q And they did not amount to very much?

A No.

Q Now can you tell his lordship how the Lim agreement came to be terminated?

A Under the partnership owner agreement there was a date fixed for the termination of that agreement -- I think it was December 1944 and the profits were paid to him up to the 8th day of December, 1944.

Q Yes, and at the conclusion of the Lim management agreement, what transpired?

A Well, Jim Lim of course, took the whole thing over himself and incorporated his own company and financed his company. The sales dropped off tremendously because a lot of the customers were Japanese and they were not there any more and in the first year that Mr. Lim took over his sales practically doubled at the time he took over-- after a year his sales doubled up pretty well, and of course, Mr. Tagashira got the benefit of that.

Q Am I not correct in assuming that Tagashira's business was predicated upon his connection with the Japanese in the neighborhood and Japanese dealings?

A Well, not altogether. He had Chinese customers of course, but there were a lot of Japanese customers too.

Q And I think you indicated when the Japanese evacuated that part of the business fell off?

A That is true.

Q Now can you tell me anything of your own knowledge as far as Tagashira was concenned as to any firm committments he had from the Tobacco companies, to act as their agent?

A Yes, the Tobacco companies, as a matter of fact, were loath/ even to allow the business to continue in some cases and it was on ly after a great deal of persuasion that they allowed Jim Lim to carry on and continue the business as it was, but of course, they saw that it was all right afterwards. It might have been prejudice on their part, I don't know, but there was a little difficulty in regard to that.

Q Yes. Am I not correct -- now assuming -- if you have not any knowledge of this, tell me -- am I not correct in assuming that these tobacco franchises, as you might call them, are very valuable properties?

A They certainly are.

Q And dealers try very hard to get them?

A That is true.

Q And am I not correct in assuming in this instance, Tagashira had no formal committments from the tobacco company to continue on as their agent?

A I think that is right.

Q So it was a matter of negotations by some person to allow them to carry on as their agent?

A Yes.

Q And do you think at any time during those negotiations

there was some doubt as to whether Jim Lim would continue on as agent?

A Well, there was never any definite doubt but there seemed to be something in the air that suggested it might be so.

Q And I am not correct in assuming it was the responsibility of Lim or someone on his behalf -- the management part which undertook to persuade the company to continue using Lim as his agent?

A Yes, because he more or less guaranteed their accounts, and he was a wealthy man.

Q Lim was a business man of standing?

A Yes, he was.

Q And then eventually Lim formed a company and the business was sold to him, is that correct?

A Yes.

Q Do you know anything about the actual sale of the business?

A Well, the sale of the business to Lim of course, first of all was simply the purchase of the stock-in-trade, and his partnership owner agreement which I have already mentioned.

Q Yes. A. And then of course, the building was sold separately. That was not done through me. It went directly through the Custodian.

Q And the business continued then under the name of The Heatley Trading Company?

A Yes, and still does.

Q Do you know if it has been a profitable business since that time?

A Yes at times and at other times, no. One year they

actually made a loss but it has been a fairly profitable business, but is owing Jim Lim even at the present time amand $40,000.

Q It is owing? A. Yes, the business actually owing Jim Lim at the end of the last year, $40,000 loans, which he made to the company to carry it through. In other words he had to protect the creditors by paying his own money into the business from time to time. It varied of course, and at one time it was even more than that.

Q Did you take off any balance sheets of the firm at the time of the original management contract to Lim? A. I made statements, yes, of the position of the company. I had to do that as a matter of act to set them up properly for Jim Lim.

Q I think they have been filed.

THE COMMISSIONER: Do you wish to examine this file to see what has been filed?

MR. BRAIDWOOD: No, I am satisfied, my lord.

A The first actual report in the statments I made was up to June 1943. That was after Jim Lim took over, and that was for during the period of June 15th, 1942 -- or rather from that period, and that was when the actual stocktaking was done and a balance sheet prepared.

MR. BRAIDWOOD: Your lordship is aware there is a claim for good will here, and I tried to get as much information as I can from the witness.

THE WITNESS: Would you like me to mention that.

MR.BRAIDWOOD: Q; Well, it might be helpful.

A Well I did hear through the Custodian's office that Tagashira had thought that he should get a certain amount for good will. Now although Mr. Tagashira may not have been an enemy of the country, he was of the enemy race.

MR. MacLENNAN: My lord, I don't know that this is going to assist very much.

THE COMMISSIONER: Well, I cannot tell until I hear what it is.

THE WITNESS: Do you wish me to continue?

THE COMMISSIONER: Yes.

THE WITNESS: I say that although Mr. Tagashira may not have been an enemy of our country he was certainly of the enemy race, which meant that the good will was more or less a tangible asset and I would not take any business of that nature as being an asset of the company. The assets, as far as the good will was concerned, it meant nothing in my opinion. That is only my opinion as a chartered accountant of course, in regard to any business it might have.

THE COMMISSIONER: Q; Well tell me this: in the first instance I understand that Lim or someone else bought this stock-in-trade which Tagashira had left behind him?

A Yes, Lim did. He paid cash for that through the Custodian.

Q And had Tagashira any business contacts, either with the source of supply or with the customers which were turned over to him?

A Tagashira himself -- no, Jim Lim assumed all the liabilities of the company which he took over.

Q Yes. A. And during the period of the partnership agreement -- I call it a partnership agreement, partner-owner agreement, Tagashira actually received in addition to the amount for the stock-in-trade, an amount of $9,024.00 as profits, although he was up at the Japanese camp. In other words, he was sitting pretty and was drawing around $500.00 a month. That is what it amounts to.

Q And that was paid under the partnership agreement?

A Yes, but it was paid to the Custodian's office and direct to him.

Q And then when the business was sold to him, when did that occur?

A Well that partnership agreement finished on the 8th of December, 1944. After that Jim Lim took the whole business over and ran it himself as a limited company.

Q How did Jim Lim take over the business himself?

A Well, he had purchased the assets of the company, you might say, and by the agreement -- he had by the payment of the stock -- he simply carried on from there and formed a limited company which took over the assets of the Heatley Trading Company.

Q As a result of that last transaction, did Tagashira receive any consideration for any interest he had?

A No further consideration except the building.

MR. BRAIDWOOD: My lord, --

THE COMMISSIONER: Just a minute, I would like to get this clear from Mr. Campbell.

THE COMMISSIONER: Q; As I understand it, and you correct me if I am wrong, for a limited time Lim carried on the business and paid a portion of the profits to Tagashira? A. Yes.

Q Which in total amounted to $9,000.00?

A Yes.

Q And then when that partnership/owner agreement terminated -- A. Yes.

Q --By fluction of time, I take it --

A Yes.

Q -- it was then that Jim Lim took over the business entirely on his own and paid nothing more to Tagashira? A. That is right, my lord.

MR. BRAIDWOOD: My lord, I cannot agree with that, and if necessary I shall have to bring evidence -- and I think my learned friend agrees -- if I am wrong he can correct me -- after that time -- after the cessation of the agreement, there was considerable negotiation, between the Custodian's office and Mr. McAlpine, for the sale of whatever was left to Lim? A. That was the building.

THE COMMISSIONER: Q: The sale by whom?

MR.BRAIDWOOD: A sale by the Custodian of whatever interests Tagashira had left of $1800.00?

A I mentiomd that already -- that part of that $1800.00 for the stock. Am I not right?

THE COMMISSIONER: Well I perhaps confused you. At any rate there was a document. What was the date of the document?

MR.BRAIDWOOD: It was in October, 1944. I am just looking for the final copy. The file is Exhibit 20, my lord, in the Tagashira matter.

THE COMMISSIONER: In the Tagashira case?

MR.BRAIDWOOD: Yes.

MR. MacLENNAN: I think $760.00 was stock-in-trade which was previous stock left by Tagashira -- unsaleable stock and the balance for the good will or whatever it may be.

MR. BRAIDWOOD: Mr. Campbell referred to a small amount of stock left over, and I called it consignment stock, and that was the $760.00, and the balance to be submitted by the Crown was for whatever interest Tagashira had left.

THE COMMISSIONER: For whatever asset remained to him in the business.

MR. BRAIDWOOD: Yes. Your lordship will understand the name of the Heatley Trading Company was not sold.

THE COMMISSIONER: It was not sold.

MR. BRAIDWOOD: Whatever good will there was it was sold?

THE COMMISSIONER: Yes, I follow you.

MR. BRAIDWOOD: Now I propose to leave Mr. Campbell's evidence at this point and refer very briefly to the Jinnouchi case on which he was asked to give some evidence.

Q You are familiar with the Jinnouchi claim for insurance? A. Yes. I am not very familiar with it because it was not one of my cases that I handled directly. It was a part, you might say, that occurred in connection with Tagashira.

THE COMMISSIONER: Well, while you are on this subject, you will probably need these letters and I would like an explanation of what was said, it is exhibits 17 to 20 -- 19, there was reference made in Exhibits 17, 18 , 19 and 20, with reference to a matter of insurance premiums, and you might ascertain from the witness what explanation he has in regard to it.

MR. BRAIDWOOD: Very well.

THE COMMISSIONER: Counsel will want them.

MR. BRAIDWOOD: Apparently my lord, there is some little difficulty here, in the numbering of exhibits, and I note the secretary has marked the exhibit which I filed, that basically referred to the Tagashira matter as Jinnouchi, but as long as we understand it, all right.

THE COMMISSIONER: Yes.

MR. BRAIDWOOD: Your lordship wants this marked paragraph explained.

THE COMMISSIONER: I did mark the paragraph, but only those relating to the premiums.

MR. BRAIDWOOD: Q; Well, your letter of February 3rd, 1943, which is marked as Exhibit 20, Mr. Campbell, this appears as a post script:

> "As requested by you I have paid the various Mutual Benefit Associations, the amounts due to them, but in acknowledging payment of $7.00 the Provident Mutual Benefit Association advise me that there is now an amount of $5.00 due for annual dues."

A Yes.

Q "Please advise me if it is in order to pay this and also if in order to pay other dues and assessments for life insurance, if as and when they become due".

Would your lordship like all three matters put up at once.

THE COMMISSIONER: Yes, I think that is desirable. I notice the exhibits have not been put in in order of date.

MR. BRAIDWOOD: I am sorry. I am reading them in order of date now. On March 8th, 1943, which is Exhibit 19, you wrote:

"In my recent letter to you I pointed out that the premiums due on insurance on your own life and that of Mrs. Kinnouchi are accumulating, and I have no instructions from you to pay these as they come due. The only payments which I was in a position to make were in connection with particular premiums due and included in the list of payments which you requested me to settle on your behalf. Will you therefore give me immediately an open order to pay all premiums on yours and Mrs. Jinnouchi's life, as these fall due. I do not know just what the position of these policies is in respect to their reserve, but it is possible that some of these contracts may lapse if the premiums are not settled promptly. Please give this matter your immediate attention".

And then again on April 1st, 1943, which is marked Exhibit 17.

"You have not yet answered my letter requesting consent from you to pay life insurance premiums, etc., and I therefore trust you have not overlooked this matter".

Now can you explain writing those letters and particularly those paragraphs to Mr. Tagashira, and what if any response you are paid?

A Yes, there were certain premiums committments which I actually did pay for Tagashira.

THE COMMISSIONER: Q: Just a moment, were those insurance policies on Tagashira's life?

A Yes.

Q Did they have anything to do with Jinnouchi?

A Those that I paid, as far as I know,-- for instance the Canadian Mutual Benefit Association $3.00 the Pacific Mutual Benefit $5.00 and Provident Mutual Benefit $7.00 and the B.C.Mutual Benefit Association, $60.00 -- Q: There were two B.C.Mutual benefit policies?

A Well this one I paid would be on Tagashira's own life. I take it some of these policies have no cash surrender value at any time. They are Mutual Benefit Associations.

THE COMMISSIONER: Yes, I understand.

THE WITNESS: Now as far as the Jinnouchi payments are concerned, I have very little information about that, because it is rather vague and it is something that was outside, in a sense, of my sphere. I was not actin gin the Jinnouchi case at all, except for anything that may have occurred in regard to Tagashira himself.

THE COMMISSIONER: You had better bring out what if any instructions you had with regard to the payment of these Jinnouchi premiums, either from her or from Mr. Tagashira.

MR.BRAIDWOOD: Q: Did you ever receive any instructions from Mrs. Jinnouchi to pay premiums?

A No.

Q That is on the life of Mrs. Jinnai?

A No.

Q You never received any instructions of that nature?

A No.

Q Did you ever receive any instructions from Mr. Tagashira to pay premiums?

A Any intructions I got from Mr. Tagashira, to pay for insurance, if they were definite instructions I paid it. In other words, I paid exactly what Mr. Tagashira told me to pay in connection with his insurance policies that were in force. I do remember there was some little difficulty and I might have had some correspondence in regard to one of these premiums -- where we were advised the insurance policy had lapsed, but I believe these had actually lapsed prior to any offer of payment being made.

Q I am referring to the Provident Benefit, number 4042 in the name of Mrs. Jinnai, and the B.C. Mutual, A-1A543, also in the name of Mrs. Jinnai. Did you ever receive any instructions to pay these premiums? A. Not as far as I know.

Q In fact you didn't pay them?

A No, I simply paid what I was instructed to do. In fact in addition to these letters which you have given me here there was a telegram I sent to Mr. Tagashira, which I sent to him in the same matter warning him of things that had been brought to my attention.

MR.BRAIDWOOD: There are two telegrams, Exhibit 8 and Exhibit 9, I think they are of considerable importance.

A You might read them.

Q (Reading Exhibit 8)., and the reply to that -- (reading same) .That is from Tagashira?

A Well any statement he gave me at that time to pay, the account was paid.

THE COMMISSIONER: Q: Well haveyou not a memorandum to which he refers?

A Well my lord, it may be in my file somewhere.

Q It may be a matter of some importance , Mr. Braidwood.

MR. MacLENNAN: My lord, I think it is attached to Exhibit 2 in the Jinnouchi exhibits.

THE COMMISSIONER: Have you a copy of Exhibit 2 or the original?

MR. BRAIDWOOD: Well, I haven't the original my lord. I have a copy that was extracted from your lordship's file. I was just looking to see how it was put in, my lord. It is in the Jinnouchi transcript where it is referred to.

THE COMMISSIONER: Have you got it there?

MR. BRAIDWOOD: I am sorry.

THE COMMISSIONER: Haven't you got it there?

MR. BRAIDWOOD: No.

THE COMMISSIONER: I wanted you to put that document to Mr. Campbell.

MR. BRAIDWOOD: Q: Mr. Braidwood at the hearing of this matter which was previously held, a document was put in as Exhibit 2 and this document purports to be a memorandum, "Re Life Insurance: Mr. Tagashira called this office and discussed the attached list with me and asked that we take care of payment of premiums and assessments from time to time as they fell due. He originally had arranged with the office of Harold Campbell to do this". And that is dated the 5th of June, 1943.

THE COMMISSIONER: What is this you are reading now?

MR. BRAIDWOOD: This is Exhibit 2.

THE COMMISSIONER: It does not bear any relationship -- oh yes, there are two sheets.

MR. BRAIDWOOD: Yes, the list is attached to this, and on this list which is attached to Exhibit 2, are a number of policies concerned. I notice originally he arranged with the office of Harold Campbell and it is not reported that Mr. Campbell had that list.

THE COMMISSIONER: Well, if you put it up to Mr. Campbell-- that is the only way you can find out.

MR. BRAIDWOOD: Q: Now Mr. Campbell, I have read you Exhibit 2, and shown you the list attached to Exhibit 2 which was referred to in this June memorandum.

Was that list ever presented to you at that time?

A As far as I know I don't remember seeing most of these names on any list -- Jinnouchi and Jannai are the ones I had, that I have listed here -- five of them. But these I have no knowledge of.

Q An you say that the two policies listed under Jinnai you have no list of?

A I have no knowledge of having a list of Jinnai at all.

Q This memorandum is from Mr. Gibson of the Custodian's office.

THE COMMISSIONER: I appreciate that, but you will notice a copy is headed memorandum to Harold D. Campbell, from R. Tagashira, so that purports to have been signed by Tagashira.

MR. BRAIDWOOD: That is right, and Mr. Campbell now says he has never seen this list?

A I have no knowledge of that list at all. If I had it would be in my files, but I have no knowledge of it.

THE COMMISSIONER: Just one moment, where is the original?

MR. BRAIDWOOD: Mine is the typed copy my lord --oh, I see Exhibit 4-- I don't know why that was put in, except it is a signed copy.

THE COMMISSIONER: There is a certificate you will notice at the bottom on page 2. I cannot make out the signature. It is a certificate given on April 2nd, 1948. Is that in the Custodian's office?

MR. BRAIDWOOD: I don't have that exhibit on my file.

THE COMMISSIONER: Mr. Watson show those to Mr. Braidwood please.

MR. BRAIDWOOD: Well my lord, that is a certificte made by our stenographers -- when they make a copy of a court document they certify it is a true copy of the exhibit.

THE COMMISSIONER: Yes, but is it a true copy of the original?

MR. BRAIDWOOD: Well the original is in as Exhibit 4. I have the original in my files for some reason or other, and that is in as Exhibit 4 and is marked Exhibit 4. I will present your lordship with that, and neither one of them is dated.

THE COMMISSIONER: This copy must have been verybadly handled.-- this document which is marked as Exhibit 4 it bears no signature and the certificate which has been given by a stenographer purports to be dated the 5th of June.

MR. MacLENNAN: My lord, there was a discussion at the hearing about that and it is covered in the transcript and the situation is that the Custodian's office on the 5thof June made a memorandum with that list which had been handed in by Tagashira, but what date Tagashira had been to the Custodian it is not known, but it is a memorandum of the Custodian of the 5th of June, 1942.

THE COMMISSIONER: You had better put this document to Mr. Campbell. You will notice it is a carbon copy, and when he examines his file he may find he has it there.

MR.BRAIDWOOD: Q: Mr. Campbell, I show you a document marked Exhibit 4, which is a memorandum to Harold E.

Campbell and purports to be signed by Tagashira. Have you ever seen this document or the original of this document?

A As I have already said I have no knowledge of seeing this. This document, my lord says, " Will you kindly settle ~~xxxxx~~ the following amounts from me from funds on hand to my credit from time to time as they fall due and any other single outstanding accounts listed below". And the only amount that he has shown is the Sun Life policy --$81.68, and the Rest is all blank with one exception, a Dr. D.E.H. Cleveland, $18.00.

THE COMMISSIONER: I observe that.

A And that is in itself a foolish document to ask anyone to attend to.

MR. BRAIDWOOD: Q: You haven't seen it?

A I have no recollection of seeing that at all. I had instructions from Tagashira to pay five of these accounts namely the B.C.Mutual Benefit and the Provident Mutual and the Western Mutual. I suggest my lord, the information in regard to that B.C. Mutual Benefit Association could easily have been got from their files.

THE COMMISSIONER: I think we have had that put in previously?

A There may be some correspondence in regard to that with the Mutual Benefit, because I can remember something cropping up about it, mind you.

THE COMMISSIONER: There was something put in at the previous hearing I know, about it.

MR. MacLENNAN: Therewas a telegram, Exhibit 14, from the B.C.Mutual Benefit Association.

A I have a faint knowledge of one of them.-- and there was an effort made to revive it but it was impossible. The notification was given previous to my time.

THE COMMISSIONER: Q; What is the date of that document?

MR. BRAIDWOOD: There is no date.

THE COMMISSIONER: Have you the letters I handed down to you a moment ago?

MR. BRAIDWOOD: 17 --

THE COMMISSIONER: Those are all dated 1943, are they not?

MR. BRAIDWOOD: They are.

THE COMMISSIONER: I observe from Exhibit 14, that the assessment in respect of these Jinnai policies was made on December 15th, 1942 and I think you will find some discussion in the transcript in the earlier hearing, the effect of which is to show that the policy expired 30 days after the date of the assessment, so this policy would have expired on the 15th January, 1943 -- and all of these references in Exhibits 17, 19 and 20 are subsequent to January 1943, when the policies expired.

MR. BRAIDWOOD: Well your lordship will of course be aware, there were several insurance policies here and Mr. Campbell is probably writing about all the insurance policies.

THE COMMISSIONER: I appreciate that, but there is one of these letters that refers specifically to the Jinnouchi policy, and that was one written on March 8th.

MR. BRAIDWOOD: Now I wish to point out that Hatzu Jinnai

had never changed her address although she went back to Japan in 1936 and she had never taken steps to have a new address.

Now that is all .

(Witness aside)

THE COMMISSIONER: Is your argument going to be lengthy, Mr. MacLennan.

MR. MacLENNAN: It may be.

THE COMMISSIONER: I did not understand when I fixed this case this morning that ther was going to be further evidence called, and I made another appointment. Will it be convenient for you to go on tomorrow morning?

MR. MacLENNAN: Yes.

THE COMMISSIONER: I think we will let the list stand just as it is.

THE WITNESS: There is a chartered accountants meeting tomorrow morning and I do not know if I can attend.

THE COMMISSIONER: I will endeavor to suit your convenience. Is there something else you could go on with in connection with this claim?

MR. BRAIDWOOD: Well I think your lordship has disposed of the Jinnouchi claim subject to the argument which should be short. In the Jinnouchi claim there are a number of claims of real property and my friend and I discussed that last night and we are willing that your lordship's suggestion on the real property should hold.

MR. MacLENNAN: I think the main point will be the question of the business and good will, and in that regard I have a real estate agent to call as a witness who

might be called tomorrow.

THE COMMISSIONER: Well perhaps it would suit Mr. Campbell's convenience to come at two o'clock tomorrow and that will leaveyour morning free.

A Yes, except I am leaving town at five o'clock.

THE COMMISSIONER: Well then, we will go on with the other phases of the matter tomorrow morning.

MR. BRAIDWOOD: They will be very short and I could let my friend know if Mr. Pratt is coming, and if he is I could arrange time to suit both counsel.

THE COMMISSIONER: Well, I will leave it in your hands, I do not want to inconvenience you.

MR. BRAIDWOOD: Well might I suggest that we adjourn until ten o'clock.

THE COMMISSIONER: Will that suit you? We can take you in the morning if you wish?

A I think I would just as well make it in the afternoon if it is not going to be too lengthy.

MR. MacLENNAN: No, I shall probably think it over in the meantime and I can shorten it.

THE COMMISSIONER: Very well, Mr. Campbell, we won't need you until tomorrow afternoon, and incidentally I was wondering if you could get someone to examine your files?

A Well, the files are at home in the basement of my home because with the new associations I moved all the Japanese files to my basement, because I thought they were dead and buried forever.

MR. BRAIDWOOD: And I think also you were going to see if you received any payment from Tagashira.

A Yes, I will.

THE COMMISSIONER: Very well, we will adjourn until ten o'clock tomorrow morning.

(PROCEEDINGS ADJOURNED TO JUNE 24th, 1949 AT 10.00 A.M)

I hereby certify the foregoing to be a true and accurate report of the said proceedings.

L. Bligh

Deputy Official Stenographer

CASE NO: 143.

JAPANESE PROPERTY CLAIMS COMMISSION.

Vernon, B. C.,

February 16th, 1948.

IN THE MATTER OF THE CLAIM OF

MASUYE JINNOUCHI.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 143

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)

Vernon, B. C.,

February 16th, 1948.

IN THE MATTER OF THE CLAIM OF

MASUYE JINNOUCHI.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq., appearing for the Dominion Government.

No other appearance.

A. WATSON, Esq., Secretary.

D.J. HANDFORD, Esq., Official Interpreter.

G. HAMBLETON, Esq., Official Reporter.

MR. HUNTER: My lord, I suggest that the case of Mrs. Jinnouchi be heard. I understand that she will be conducting her own claim.

THE COMMISSIONER: What number is that?

MR. HUNTER: No. 4 on the list, my lord.

THE COMMISSIONER: Yes. It is on the list for Morrow. He is not appearing for her?

MR. HUNTER: She says she is conducting it herself.

THE COMMISSIONER: Very well. Would you call Masuye Jinnouchi, Mr. Secretary?

(MRS.) MASUYE JINNOUCHI, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

THE COMMISSIONER: Mrs. Jinnouchi, your claim is based entirely on the failure of the Custodian to pay the insurance premiums on the life of Mrs. Hatsu Jinnai, is that right?

A Yes.

Q That is your sole claim?

A Yes.

THE COMMISSIONER: Now perhaps Government counsel would give me an outline of the facts as they appear from the Custodian's records. I will hear from you in just a moment, Mrs. Jinnouchi, as soon as Government counsel tells me what it is about.

(Statement Interpreted).

MRS. JINNOUCHI: I see.

MR. HUNTER: It refers to two life insurance policies, my lord. For your Lordship's information these

policies were not declared in the claimant's J.P. Form.

THE COMMISSIONER: I see.

MR. HUNTER: She did declare one policy but that is not a policy which is the subject of claim here.

THE COMMISSIONER: You now refer to the claimant, Mrs. Jinnouchi?

MR. HUNTER: Right, my lord.

THE COMMISSIONER: Yes. You understand English, do you?

A Not very much.

THE COMMISSIONER: Well, will you interpret to the claimant Mr. Hunter's statement that these two policies on which she is now making her claim were not disclosed to the Custodian at the time she completed her J.P. Form -- and it might be as well to produce the form to the claimant.

(Statement Interpreted).

CROSS-EXAMINATION BY MR. HUNTER:

Q Is that your signature, Mrs. Jinnouchi?

A Yes.

Q And you completed that form?

A Yes.

Q And the facts in that form are what you gave the person who made it out for you?

A Yes.

MR. HUNTER: Would your Lordship like that filed?

THE COMMISSIONER: Yes, if you please. That will be Exhibit 1.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. HUNTER: These two policies, my lord, were on the life of Mrs. Hatsu Jinnai, who went back to Japan and I understand that she has since died.

THE COMMISSIONER: Yes. Is the Custodian informed on that subject and prepared to concede the fact of death?

MR. HUNTER: We have no formal notice, my lord, or proof.

THE COMMISSIONER: Yes.

MR. HUNTER: The first time these came to the notice of the Custodian and the Custodian was requested to pay the premiums on these policies, the Custodian investigated and found that both policies had lapsed.

THE COMMISSIONER: Is there a letter requesting payment of the premiums?

MR. HUNTER: There is some evidence here, my lord. It is rather an involved thing, my lord. There is no request by the claimant. These policies were apparently owned as far as we knew at that time by a chap, Tagashira, who has a claim later this week; for Thursday, I think it is, the whole day.

THE COMMISSIONER: That is the big claim.

MR. HUNTER: Yes, my lord. As far as we knew, these were his policies. He had appointed an agent, a Mr. Campbell, to look after his affairs, and there is a large volume of correspondence between Campbell and himself in which Campbell keeps pleading with him to give instructions as to whether he shall pay the premiums on these policies, and so on, and it goes on and on.

THE COMMISSIONER: Just a moment, I think we should have some of this interpreted to the claimant. Mr. Interpreter, will you tell the claimant that Government counsel says that he received no notice from the claimant regarding the existence of these policies until after the date when the policies had expired.

(Statement Interpreted).

THE INTERPRETER: My lord, the witness states that the Custodian should have known.

THE COMMISSIONER: Well, I will give her an opportunity to lead her evidence. I just want you to understand what Government counsel says.

THE WITNESS: Yes.

THE COMMISSIONER: For the record, Mr. Hunter, would you say when the Custodian was first informed of the existence of the policies as being the property of Tagashira?

MR. HUNTER: In a memorandum, a copy of which I have here -- the original is in Mr. Tagashira's file -- the memorandum is dated the 5th of June, '43, my lord, there is the following information:

"Mr. Tagashira called at this office and discussed the attached list with me and asked that we take care of payments of premiums and assessments from time to time as they fall due. He originally had arranged with the office of Harold Campbell to do this".

THE COMMISSIONER: That is H.D. Campbell, the chartered accountant, isn't it?

MR. HUNTER: Yes, my lord. I have never seen these policies, my lord, and probably I went too far when I said we understand they were Mr. Tagashira's. As far as our files indicate, Mr. Shears tells me, they were the policies of Mrs. Hatsu Jinnai who went back to Japan;

THE COMMISSIONER: That is to say policies which she had procured on her own life?

MR. HUNTER: As far as we know, my lord.

THE COMMISSIONER: Now, we will let Mrs. Jinnouchi have a little more information. The Custodian, on June 5th, 1943, for the first time heard of these policies from one Tagashira. On that date, that is June 5th, 1942, Tagashira called at the Custodian's office and asked him to provide for payment of the premiums on the policy carried on Hatsu Jinnai's life. Tagashira then told the Custodiam that H.D. Campbell had been employed by him to look after the payment of these premiums.

(STATEMENT INTERPRETED).

THE COMMISSIONER: Was the Custodian then informed that Campbell had failed to carry out his instructions?

MR. HUNTER: There is a copy of a letter here, my lord, from the Custodian's office to Mr. Tagashira in answer to his request dated the 5th of June, 1943.

THE COMMISSIONER: Perhaps it would be as well to put that letter in. Of course, all of this is subject, Mr. Hunter, to whether Ihave any authority to consider a claim of this nature at all.

MR. HUNTER: That was a point I was going to raise right at the beginning, my lord, but I wondered whether you wished to apply the law before the facts were in.

THE COMMISSIONER: Well, go on; let us have the facts. I would like to hear the facts so that I can explain the Custodian's position to Mrs. Jinnouchi.

MR. HUNTER: Possibly, my lord, I should file this copy of the memorandum with the schedule of policies about which Mr. Tagashira gives instructions.

THE COMMISSIONER: Yes. Will you mark the ones that relate to the life of this woman?

MR. HUNTER: Very well, my lord. I have marked them in that manner, my lord. Possibly these should go in as one exhibit.

THE COMMISSIONER: This is a list of policies which Tagashira discussed with the Custodian on June 5th, 1943.

MR. HUNTER: Together with the memorandum of instructions, my lord.

THE COMMISSIONER: Yes.

(LIST MARKED EXHIBIT NO. 2).

THE COMMISSIONER: Now would you give those to the Interpreter and ask him to explain the contents to Mrs. Jinnouchi.

(Interpreted).

THE COMMISSIONER: She is concerned only with the two policies that are marked.

THE INTERPRETER: Yes, my lord.

MR. HUNTER: I should possibly explain to your Lordship

that these are typewritten copies which are made from the original copies -- or if it is an incoming letter, the incoming letter which is in Mr. Tagashira's file.

THE COMMISSIONER: I see. This is correspondence exchanged with Tagashira.

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: It would be as well to read it out. It would probably be quicker if I read it and let the Interpreter read it to the witness. These will be marked as Exhibit 3, a letter from the insurance department of the Custodian's office to Rinkichi Tagashira under date June 15th, 1943, a copy of a letter from Tagashira to the Custodian's office dated June 24th, 1943, and a further copy of a letter from the Custodian to Tagashira, dated 14th July, 1943. These three letters will be marked Exhibit 3.

(LETTERS MARKED EXHIBIT NO. 3).

THE COMMISSIONER: Would you ask the Interpreter to interpret that to Mrs. Jinnouchi?

(Interpreted).

MR. HUNTER: I can't really give you much more, my lord, subject to any information Mrs. Jinnouchi may have, except that as far as the Custodian was aware, these were on an enemy Japanese who was in Japan and under their regulations they were not compelled to pay it, anyway. As a matter of practice, they often did. The Custodian has never conceded that insurance policies vested in them;

it was always considered property which the evacuee was able to take with him. It is very difficult to understand from our files what position Mrs. Jinnouchi had, why she has any right to claim, because she was a beneficiary. Ordinarily if a policy is cancelled by the owner of the policy, the beneficiary named in the policy has no rights. Maybe in this case she has but we don't know what they are.

THE COMMISSIONER: Perhaps we might get that from her. Just to assist, I will ask questions that appear to me to be appropriate and it will be open to you to cross-examine subsequently.

Q Mrs. Jinnouchi, why are you making a claim now? Will you explain to her? What right does she consider she has to present her claim in respect of these policies?

A Because she was named as the beneficiary. The witness enlarged on the subject to the extent that she said, "As it was the fault of the Custodian that the policies lapsed, she is therefore claiming".

Q Well, get one thing at a time. She makes her claim because she was a beneficiary under the policy?

THE INTERPRETER: Yes, my lord.

Q Had you ever paid any premiums on either of the policies? A: Until she was evacuated she paid every and then at the time of evacuation, the matters were handed over to Mr. Tagashira.

Q I see. But, in any case, the claimant paid the premiums every year prior to her evacuation, is that right?

A Yes, every year she did, yes, my lord.

Q What relationship was there between her and the party named in the policy, Mrs. Hatsu Jinnai?

A She was the deceased's sister-in-law.

Q And why was it that you paid premiums on your sister-in-law's life?

A As her sister-in-law returned to Japan it would be awkward or difficult for her to make the payments. She made them instead.

Q When did your sister-in-law return to Japan?

A About 1934 or '5, I am not quite sure.

Q So that the claimant paid the premiums only after the date when her sister-in-law returned to Japan in 1934 or '5, is that right?

A There were occasions when the sister-in-law paid premiums herself and there were other occasions when the witness paid prior to 1934.

Q I see. Well then, I understood you to say that you handed the policies to Mr. Tagashira to look after them for you after you were evacuated, is that correct? A: Yes.

Q And what was Tagashira told to do with them? What did you tell Tagashira to do with them?

A She asked Mr. Tagashira to pay the premiums as they became due.

Q When was that? A: In October of 1942.

Q Had Tagashira been evacuated at that time?

A Yes, two or three days prior to evacuation of the witness.

Q Tagashira was evacuated before you were?

A About a couple of daysbefore me.

Q How was Tagashira going to pay the premiums?

A Because Mr. Tagashira had quite a large amount of property vested with the Custodian and had business with them, she asked him to make these payments on her behalf.

Q I see. Did you tell Tagashira to hand these premiums to H.D. Campbell, for him to look after the payment of premiums? A: No. She left it entirely to Mr. Tagashira. There was no mention of putting the matter through Mr. Campbell.

Q So that if Tagashira handed them to Campbell, that was satisfactory to her, is that the situation; she was prepared to let Tagashira deal with them in the best way he could; is that the situation?

A Yes, she handed to Mr. Tagashira and was content to let him handle it for her.

Q When did she learn that Tagashira had handed the policies to H.D. Campbell to look after the payment of premiums?

A I couldn't tell you. She is not quite sure. She thinks Mr. Tagashira has a better idea.

Q Well did you know that Tagashira had delivered the policies to Campbell to look after for him?

A At that time she had no idea.

THE COMMISSIONER: I don't know what her answer means.

THE INTERPRETER: She thinks she first heard of it in 1943, but she doesn't remember the month.

THE WITNESS: Mr. Tagashira explained to you more better.

THE COMMISSIONER: Is Tagashira here?

THE WITNESS: Yes.

THE COMMISSIONER: Well, perhaps he knows more about it than this womand does.

THE WITNESS: Yes, because I don't know very much about it. Could I call Mr. Tagashira?

THE COMMISSIONER: Just one moment. Do you want to cross-examine this witness, Mr. Hunter?

MR. HUNTER: I would like to try and get some more information.

THE COMMISSIONER: All right, you are free to go on. Perhaps it would be better to call her back after we hear what Tagashira's story is. Which would you prefer?

MR. HUNTER: I don't care; that would be fine.

THE COMMISSIONER: Ask Mrs. Jinnouchi to stand down for a moment and I will call Tagashira, to hear what his explanation of the situation is.

(Witness aside)

RINKICHI TAGASHIRA, a witness called on behalf of the claimant herein, being first duly sworn, testified through the Interpreter as follows:

THE COMMISSIONER: Q: Now, Mr. Tagashira, you were here when Mrs. Jinnouchi was giving evidence?

THE WITNESS: A: Yes, I was here.

Q Did you hear what she said?

A I got some but not all. I was out and just come in.

Q Well now, when did you deliver these policies to H.D. Campbell? A: December 20, 1942.

Q What month in 1942? A: December.

Q You delivered these policies to H.D. Campbell in December, 1942? A: Not policy, but I mail this document to Campbell as he said he is the agent of the Custodian.

MR. HUNTER: Now, just a minute.

THE COMMISSIONER: Just one moment. That is not what I am asking you. I want to know when you handed these policies to Campbell.

A I had the policies myself, but I ask Mr. Campbell to pay all the premiums from my fund on behalf Mrs. Hatsu Jinnai and beneficiary, M. Jinnouchi.

Q Now, Campbell's office was in the Standard Bank Building, was it not?

A Yes.

Q And were you to pay him for his services in looking after these premiums? A: No, she said in his office said, "I am agent of the Custodian and I acting just the same as Custodian so you don't need to pay any fee for this".

Q Who told you that -- Campbell, personally?

A That is the office, yes. And I was asking at the Custodian's office.

Q Now, wait one minute; one thing at a time. Did you talk to Campbell himself, H.D. Campbell?

A No, not Campbell, his assistant, I think Messenger.

Q Were you in his office when this conversation took place? A: Yes, I was in his office.

Q And one of his assistants told you that Campbell was agent for the Custodian, is that it?

A Yes, "We are agent of the Custodian".

Q Yes, and he undertook to pay the premiums in his capacity as agent for the Custodian, did he?

A Yes.

Q That was on December 20th, 1942?

A December 20th, 1942, I think. It is shown on there some place, right on the bottom.

Q There is no date on here.

A Yes, right on the bottom, Judge.

Q That is January 19th, 1943.

A Oh no, that is the top writing.

Q November 6th, 1947. A: December.

(Document handed to witness).

THE WITNESS: Right here (indicating). This is a copy of it.

Q Where? A: Right here (indicating).

Q Now at that time had you seen the Custodian and signed your J.P. Form? It is a form like that. (Handed to witness).

A Just -- I signed some time, I don't know, some part of 1942.

Q You signed a form like this some time in the early part of 1942? A: Yes.

Q That was before your evacuation, was it?

A Yes.

Q Well now, on the occasion when you talked to Campbell, was that before or after your evacuation from Vancouver?

A After. Once in October, 1942, I go back to Vancouver in case my business -- the Custodian take over my business and all kind of difficulty was there.

Q All right. You were evacuated in October, '42, and at the time you spoke to Campbell it was on an occasion when you came down to Vancouver on December 20th, 1942. A: Yes.

Q Did you see the Custodian on the occasion when you came down in December? A: Yes, I saw him, yes.

Q Where was his office? A: That is the Royal Bank Building.

Q In the Royal Bank Building?

A Yes.

Q Q That is on the corner of Hastings and Granville Streets? A: Yes.

Q Did you ask him about Campbell?

A Yes, I asked.

Q Who were you talking to? A: I saw manager of the Custodian and maybe director was there, too, same time in his office.

Q Mr. Shears, the gentleman who is sitting at the table? A: Yes.

Q You saw him? A: Yes. I speak principally with Mr. Alexander.

Q Mr. Alexander? A: Yes, he was manager of the Custodian.

Q Who was it told you about Campbell?

A That is Alexander, I think. Mr. Alexander told me he is agent of the Custodian.

Q Now, just one minute. I want one thing at a time. It was Alexander that you discussed Campbell with?

A Yes.

Q What did Alexander tell you in regard to Campbell?

A He said he is agent for the Custodian.

Q And was that the reason you went to see Campbell, or had you been to Campbell before?

A I was speaking before.

Q You had spoken to Campbell before?

A Yes, but as agent of the Custodian, you know.

Q Who directed you to Campbell?

A I can't remember. Maybe -- well, I don't know -- maybe Mr. Alexander or maybe Campbell's office staff. I don't remember exactly but --

Q Well, how did you get to Campbell's office? Who told you to go there? A: Well, maybe, I think Mr. Alexander, agent of the Custodian -- no, manager of the Custodian.

Q And you said it was Alexander who told you to go to Campbell? A: Yes, talk over.

THE COMMISSIONER: All right, Mr. Hunter, there is your story.

CROSS-EXAMINATION BY MR. HUNTER:

Q Nowwhen you went to see Mr. Alexander, Mr. Tagashira,--

A I don't know exact time, but --

Q Just a moment, now, wait until I finish my question. When you went to see Mr. Alexander, what did you go to see him about?

A I want to know what Custodian handling all our case.

Q Yes, and what do you mean by "your case"?

A Well, I have a business, I have a property, and all other kinds of stuff in my hands.

Q Yes; and when Mr. Alexander told you that Mr.Campbell was handling that -- that is it, Isn't it?

A No.

Q Well, what did he tell you?

A Mr. Alexander told me -- I said, "What mean 'the Custodian'? What for they handling our -- what you call it -- property, and so on", I said.

Q Yes. A: You want to know what he said?

Q I want to know. A: He said --

Q What did he tell you?

A Custodian mean is protecting all Japanese origins' property. Many, many Japanese original things, we destroying their property, but that is wrong, so every time Custodian see he is destroying their interest or property, he is protecting Japanese origins' property. He just explain about it because Custodian mean is protecting Japanese agents' property while they are evacuated.

Q All right, let's stop there. And he told you that the Custodian had appointed Mr. Campbell, did he?

A No, he don't.

Q He didn't. Well then, how did you get to Campbell

if he didn't tell you that Mr. Campbell was acting on this? A: I was speaking, "If I bring up to here, can you look after?" He says, "Yes, we can look after, but --"

Q Who saidthis? A: Mr. Alexander.

Q All right, go on.

A "But we are so busy that we have appointed many, many as Custodian's agents. Means they act just the same as we do."

Q Did he tell you they had appointed Mr. Campbell to look after your property?

A Yes. Don't say he appointed Campbell, but he told me what it means of Custodian's agent.

Q I know. We know what the meaning of "Custodian" is. You don't have to define it. What I want to know is how you got to Campbell?

A Well, Campbell had some Japanese origins' stuff.

Q Yes. A: And he conduct me.

Q Who did? A: What's his name -- Joe? Yes, Joe Midsuhara.

Q This is another Japanese, is it?

A Yes, Japanese origin.

Q He took you to Mr. Campbell?

A He walk into Mr. Campbell's office at that time.

Q Yes. A: And he explain to me by Japanese.

Q He which? A: He told me Campbell's office is agent of the Custodian.

Q This other Japanese told you that?

A Yes. People who walk in Campbell's office.

Q Yes. A: And Campbell's office drew everything, just like Custodian does, there is no difference.

THE COMMISSIONER: Q: Just let me get this straight. You told me, when I asked you, Mr. Tagashira, that it was Alexander who told you that Campbell was the agent of the Custodian?

A Yes, Mr. Alexander told me Campbell is agent of the Custodian.

Q Well now, that is not what you have told Mr. Hunter now. I want to know what is right. Was it this other Japanese who told you that, or what?

A Yes, Joe told me Campbell is the agent of the Custodian and Mr.Alexander told me is no doubt of Campbell is agent of the Custodian. I want to make sure whether he is telling the truth or misunderstanding, don't you see. I ask Mr. Midsuhara and Mr. Alexander, too. Joe told me so and so is the truth, I said Mr. Alexander said yes.

Q What is this man Joe's name?

A Joe Midsuhara.

Q How do you spell it?

A M-i-d-s-u-h-a-r-a.

THE COMMISSIONER: All right, Mr. Hunter, go on.

MR. HUNTER: Q: But Mr. Alexander did not tell you that Mr. Campbell would be looking after your property?

A I ask. He don't know.

Q He said he didn't know? A: "If I ask him he will look after", that is Mr. Alexander did.

Q Mr. Alexander said if you asked Mr. Campbell, he will look after it?

A Not Alexander. If I ask Mr. Campbell, Mr. Campbell look after my affairs.

Q I see. A: Just the same Custodian's office does.

Q Who placed your property under Mr. Campbell's management? Did the Custodian or did you?

A Pardon me?

Q Did you ask Mr. Campbell to take over your property?

A No.

Q Well who did? A: I think Custodian forced to look after my property.

Q I see. Is that your signature there?

A Yes, this is my signature.

Q Did you write that letter? A: Well this is mistake.

Q Never mind. Did you write that letter?

A No, not this.

Q You wrote the letter, did you?

A No, I say I didn't write that.

Q I beg your pardon? A: I don't write that.

Q That is your signature; you signed that letter?

A The signature is mine, yes.

Q Can you read English? A: Let me see.

Q How do you know it is a mistake if you don't read English? A: Well, you asked me so I was just giving answer, Mr. Hunter.

Q All right, go ahead, give an answer.

A Well, this business come this way:

Q Nevermind, just keep on with this letter, don't change the subject. I want to know whether you wrote that letter.

A No, this I don't write.

Q You didn't write the letter? A: No.

Q Why did you sign it?

A Because at that time, time is very short. Time very short, don't you see. We must go back before that.

THE COMMISSIONER: Q: Now, Mr. Tagashira, I have to hear this evidence and if you are going to conduct personal conversations with counsel, I am not going to be able to hear you. Will you let me have the explanation that you are giving to counsel? That is your signature, is it?

A Yes, my signature.

Q What is your explanation?

A Well, time is very short and Campbell's office wrote the letter once.

Q Who did, Campbell's office? A: He want to take over my business and everything but I ask Mr. McCrossan to look after my business.

THE COMMISSIONER: Let me see the letter and see what this is all about.

Q Now that is a letter signed by you on your letterhead and it asks the Custodian to appoint Campbell as agent in respect of your properties. Now, do you say that that is not your letter?

A Wholesale business.

Q No, no. All right, that is your explanation. You say it relates only to the wholesale business?

A Wholesale business, that is all.

THE COMMISSIONER: What is the date of that letter?

MR. HUNTER: 28th of December, 1942, my lord. I would like to file that. Now, possibly, my lord, I might read it and file it inconnection with the other claim of Mr. Tagashira's.

THE COMMISSIONER: Yes, it would be just as well.

MR. HUNTER: The letter is from Mr. Tagashira to R.P. Alexander of the Custodian's office.

It says,

"Dear Sir:

"As you know Mr. G.E. McCrossan, K.C. has been handling my affairs in respect to thecontact with your office regarding my accounts receivable from Japanese clients.

"However, I have been in touch with Mr. R.C. Messenger of Harold D. Campbell's office who is effecting a very satisfactory arrangement in connection with my wholesale tobacco business for the duration of the war and I request that he be appointed your agent in respect to my properties and business."

Q Now, Mr. Tagashira, regarding these insurance policies. A: Yes.

Q You told the Custodian about them, of course?

A I told the Custodian? What that mean? "I told the Custodian".

(Question Interpreted).

THE INTERPRETER: A: The witness says that he advised the Custodian and he expected that the premiums would be paid out of his properties.

Q When did you advise the Custodian?

A He says, "Does it mean the Custodian or the Custodian's agent"?

Q I am talking about the Custodian's Office; I am not talking about Campbell at all. You are the one who is saying Campbell is the Custodian's agent. We are not saying he is. We are expressly saying he was not. Now you are saying that you told the Custodian about these insurance policies. I am asking you when did you tell him?

A Well I think that the lawyer, may-be Mr. MacLennan, told the Custodian or Campbell's office not direct to myself.

Q You didn't tell him yourself?

THE WITNESS: A: No, I just comprehend it has happened but I don't ask to pay from my fund.

Q Is it not a fact that you instructed Mr. Campbell to pay these premiums and gave him written instructions to look after certain insurance policies of yours; is that not true?

A Yes, I asked that, yes, that is right.

Q And is it not a fact the first time you ever told the Custodian about these policies was when you found Mr. Campbell had allowed two of them to lapse, isn't that true?

THE INTERPRETER: A: He asked him before they lapsed, he claims.

THE COMMISSIONER: Q: Wait a minute, now; he asked who before they lapsed?

A Campbell's office.

MR. HUNTER: Q: Yes, and is it not true that Mr. Campbell wrote you repeatedly asking for instructions in regard to these two policies because they were lapsing; and is it not true that you did not answer him until after they had lapsed?

THE WITNESS: Q: Well, I told him in December. She wire me, I think, some time in January or February.

Q That was after he had written you about three or four times, wasn't it?

A I don't remember how many times.

Q But he did write you and he asked for instructions about these policies, didn't he?

A He did, so I did.

Q And he finally wired you? A: I answered to him.

Q Yes, and by that time they had lapsed, hadn't they?

A Well, before he ask me, they lapsed already.

Q He wrote you two or three times before they had lapsed asking for instructions -- he had no money or any instructions to pay these policies?

A No.

Q And he wrote you asking for instructions, didn't he? A: No, that is wrong.

Q All right. I am going to produce the letters and will see whether it is wrong. He asked you for instructions, whether he should pay these premiums

on these policies and he warned you they were going to lapse. Now you got those letters, didn't you?

A No, he said, "If lapsed, I would not be responsible", he said. But before he asked me, I asked Campbell's office to pay. I give instructions like this.

THE COMMISSIONER: Have you got the letters, Mr. Hunter?

MR. HUNTER: I don't know whether they are in this file or in his own file. I think they are in his own file but I can produce them; they are back in the hotel. There is a whole series of correspondence between Mr. Campbell and this witness in which Mr. Campbell repeatedly begged him for instructions because they are lapsing.

THE COMMISSIONER: I don't want the contents of the letters referred to if the letter are available.

Q You understand, witness, that counsel says there is a lot of correspondence between Campbell and you in which Campbell asks you for instructions about paying these premiums and tells you that he has no money to pay them, and you failed to write him until after the policies had lapsed. Now, do you understand that?

A No, Judge. They haven't the money. They have many thousands of dollars in hand. If they wrote down like that, something wrong.

Q Did he write you those letters?

A He wrote me. "Give me instructions", he said, so I give the answer to him.

Q Well, you see, counsel says now that he has the letters here in Vernon. A: Yes.

Q So that they can be produced.

A I see.

Q And will be produced before we finish here.

A Yes. Yes, yes, that is right.

Q I want you to understand what counsel is saying to you. A: Yes, I understand what counsel is saying, but at the same time I want to say, between Mr. Norris, MacLennan's office and Mr. Campbell's office, correspondence said--

Q Well, I am not concerned with that. As long as you understand what counsel is saying to you, I will let counsel proceed.

A Yes, all right.

MR. HUNTER: Q: You left these policies in Mr. Campbell's hands, didn't you? A: Policy I kept to myself.

Q Yes, but you left the instructions with him to pay them? A: Yes.

Q And the instructions which you left were inadequate, weren't they? A: What you mean, "inadequate"?

(Question Interpreted).

A He must have been fully understand.

Q Let's put it this way: To Mr. Campbell, the instructions were inadequate, weren't they; Mr. Campbell believed he was not fully instructed, isn't that correct? A: I don't think so.

Q Well didn't he write you asking for further instructions? A: Well in that time he contact Mr. MacLennan.

Q Didn't he write to you and ask for further instructions; are you going to deny that?

A Yes, because he want to know just to keep continue paying or not. I said, "Keep on paying".

THE COMMISSIONER: We are not going to get anywhere unless we have got these letters here. Are you ready to produce them tomorrow?

MR. HUNTER: If I can find them -- we have a pile of folders that thick.

THE COMMISSIONER: I don't care how thick they are. When will you be ready to produce them? There is no force in going ahead and cross-examining on the contents of letters which can be produced and are not produced.

MR. HUNTER: I was sure I had seen them; when I look at the memorandum I am not sure if I saw particulars in them for a memorandum to Mr. Campbell or whether I actually read the letter.

THE COMMISSIONER: This issue is getting down to a question as to whether this witness is telling the truth or not, and I don't think that his credibility should be attacked without the production of the letters. For that reason I would be disposed to stand over this examination until a later date when the letters can be produced.

MR. HUNTER : Well, I will search, my lord. The only thing I have here is a memorandum from Mr. Campbell setting out the dates of the letters and the contents of them.

THE COMMISSIONER: Supposing we stand this over until,

shall we say, tomorrow or the day following -- which would suit you?

MR. HUNTER: I will know whether we have the letters tonight. If not, we will have to wire Campbell for them.

THE COMMISSIONER: Very well. I think we will stand this claim down in view of the developments that have occurred.

Q Are you living in Vernon now, Mr. Tagashira?

A No, just staying here for the hearing.

Q Your own claim is coming on on Thursday, is it not?

A Yes, on Thursday.

Q So you will be here all of this week in any case?

A Yes.

Q All right. I am going to stand this matter over now until Government counsel finds out whether or not he has the actual letters that he has been referring to in his examination of yourself.

A Yes, all right.

Q So the letters will be produced before we will go on with it.

A I see, all right.

Q And the same thing will apply insofar as Mrs. Jinnouchi is concerned; we will simply adjourn the hearing of this claim until a later date. She will be advised. She is going to remaim here for the next few days?

A If necessary, she will stay, yes.

Q Well, I don't want to put her to any inconvenience.

A Well, I can give the whole evidence if that is

satisfactory to you and it would be all right, but if you want to know anything further--

THE COMMISSIONER: Well, we will find out.

MR. HUNTER: My lord, the question of agency has arisen, it is true, but I still have not been able to ascertain from the claimant's evidence what her claim is, why she has a claim. She says she has paid certain premiums but unless there is some kind of a contract which makes her a beneficiary of value, I can't see quite what her position is.

THE COMMISSIONER: I appreciate that, but in view of the way this matter has developed, I think it is desirable it be investigated; whether there be a claim which I have to consider or not.

MR. H UNTER: Very good, my lord.

THE COMMISSIONER: I think you will appreciate the thought that is in my mind in regard to that. We will stand this down until Government counsel advises you and Mrs. Jinnouchi when he is ready to go on. It will only be a matter of a day or two in any case.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

Vernon, B. C.,
February 23rd, 1948.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

N.A. DAVIDSON, Esq., appearing for the Claimant.

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THE COMMISSIONER: You were on cross-examination, Mr. Hunter. The last note I have was you were

examining Tagashira in regard to the payment of premiums.

MR. HUNTER: That is correct, my lord.

THE COMMISSIONER: The last note I have was that, "I asked Campbell to pay premiums before they had lapsed". Do you want to proceed with Tagashira?

MR. HUNTER: Yes, my lord, I would like to proceed with him.

THE COMMISSIONER: All right. Would you have Mr. Tagashira resume the stand?

RINKICHI TAGASHIRA, resumed the stand, testified further as follows:

THE COMMISSIONER: Q: You are still under oath, Mr. Tagashira. A: Yes.

CROSS-EXAMINATION CONTINUED BY MR. HUNTER:

Q Is that your signature, Mr. Tagashira?

THE INTERPRETER: A: Yes.

Q And the contents of this memorandum are what you intended to give Mr. Campbell?

A The contents were things that he wanted to ask the Custodian to do.

THE COMMISSIONER: I did not get the answer.

THE INTERPRETER: The contents -- I asked the Custodian to carry out the contents of this document.

MR. HUNTER: Q: Now you see that it says, "Memorandum to Harold D. Campbell". A: Yes, he says that is written.

Q And where was that signed?

A In Campbell's office.

Q I see. When? A: About December 20th, 1942.

Q And you read this before you signed it?

A Yes.

MR. HUNTER: It is a memorandum undated, my lord, to Harold D. Campbell from R. Tagashira.

THE COMMISSIONER: You need not take the contents. We will have the document marked and put in as an exhibit.

MR. HUNTER: It shows a list of insurance premiums, the second and third policies shown on this statement are the two for which a claim is made.

(LIST MARKED EXHIBIT NO. 4).

MR. HUNTER: Q: And you left that memorandum with Mr. Campbell? A: I left it in Campbell's office.

Q I see. Did you give a copy of it to the Custodian?

A No, he did not.

Q Was there anything said about the agreement when you left -- about the memorandum?

THE INTERPRETER: When he was evacuated?

MR. HUNTER: No, when he left Campbell's office.

A What talk?

Q I am just asking him whether there was any or did you just sign it and leave it with him?

A He said it was fully discussed, signed and left in Campbell's office.

Q I produce a copy of a letter dated February 3rd, 1943, purporting to come from Campbell to you. Did you receive that letter?

A I am not quite certain now.

Q Well, have you read it so that you will be certain?

MR. HUNTER: My friend suggests that we just read the relevant portions to him, but I don't know whether that is sufficient to recall the letter to him, my lord.

THE COMMISSIONER: Well if there is any possibility of the witness misunderstanding --

THE INTERPRETER: This is a very long letter to translate at short notice.

THE COMMISSIONER: What you might do, Mr. Interpreter, is give him the gist of those parts of the letter that do relate to the Jinnouchi policy.

MR. HUNTER: It is only the postscript that relates to it.

THE COMMISSIONER: Those parts that relate to the policy I would like you to interpret to him fully.

(Letter Interpreted).

A He doesn't know anything about it.

MR. HUNTER: Q: You have never seen that letter?

A I don't remember whether I did or not.

MR. HUNTER: These are the letters, my lord, I was referring to the other day, signed "H.D. Campbell", whether they are signed by him personally or by Messenger for him, I don't know.

THE COMMISSIONER: What is the date of the first letter?

MR. HUNTER: Dated February 3rd, 1943, my lord. It is addressed to the claimant and it has a post-script in it which says, "As requested by you I have paid the various Mutual Benefit Associations the amounts due to them but in acknowledging payment of

"$7.00, the Provident Mutual Benefit Association advised me that there is now an amount of $5.00 due for annual dues. Please advise me if it is in order to pay this and also if in order to pay other dues and assessments for life insurance if, as and when they become due."

I would like to put that in, if I may.

(LETTER MARKED EXHIBIT NO. 5).

THE COMMISSIONER: The letter is received for information, but as I understand it has not been identified, it will have to be proved later. I think perhaps what we had better do is mark it for identification in the meantime.

MR. HUNTER: We also have, although they weren't brought to Court, certified copies of these letters, certified by Campbell. I don't know whether they would do or whether you want to have him personally identify them.

THE COMMISSIONER: They would have to be personally identified at some time. I am not disposed to accept them in the circumstances.

MR. HUNTER: Very good, my lord.

Q Here is another letter purporting to come from Campbell to you, Mr. Tagashira, dated March 8th, 1943. Did you receive that letter?

A I am not certain. I may have received it but I am not certain.

MR. HUNTER: I should like to put that in on the same terms, my lord.

THE COMMISSIONER: Very well, Mr. Hunter.

MR. HUNTER: It is dated March 8th, 1943, and at the

bottom of page 2, the last paragraph, says, "In my recent letter to you I pointed out that the premiums due on insurance on your own life and that of Mrs. Jinnouchi are accumulating and I have no instructions from you to pay these as they come due. The only payments which I was in a position to make were in connection with particular premiums due and included in the list of payments which you requested me to settle on your behalf. Will you therefore give me immediately an open order to pay all premiums on yours and Mrs. Jinnouchi's life as these fall due. I do not know just what the position of these policies is in respect to their reserve, but it is possible that some of these contracts may lapse if the premiums are not settled promptly. Please give this matter your immediate attention."

THE COMMISSIONER:, Re "Jinnouchi", is that the way the letter reads, because the policy is on the life of Mrs. Jinnai.

MR. HUNTER: It only refers to the policies on his life and those on Mrs. Jinnouchi's, but the other two were included im the original list, my lord.

THE COMMISSIONER: There were policies included in the list on Mrs. Jinnouchi's own life.

MR. DAVIDSON: There was one, my lord, on Mrs. Jinnouchi's own life, the Sun Life policy, and two on the life of Mrs. Jinnai.

THE COMMISSIONER: That is right; there are two on Jinnai and one on Mrs. Jinnouchi's life.

(LETTER MARKED EXHIBIT NO. 6).

MR. HUNTER: Q: This is a letter dated April 1st, 1943, purporting to come from Mr. Campbell to you, Mr. Tagashira. Did you receive that letter?

A I am not certain. It is a long time ago.

MR. HUNTER: I put that in for the same reason, my lord, if I may. The very last paragraph states, "You have not yet answered my letter requesting consent from you to pay life insurance premiums, etc., and I therefore trust you have not overlooked this matter".

(LETTER MARKED EXHIBIT NO. 7).

MR. HUNTER: Q: I show you a copy of a telegram purporting to come from Campbell to you. Did you receive that telegram? A: Yes.

Q You received that? A: Yes.

MR. HUNTER: It is a copy of a telegram, my lord, dated April 13th, 1943. It is signed, "H.D. Campbell, agent for the Office of the Custodian", and it is addressed to the witness, (reading).

THE COMMISSIONER: That telegram will be accepted in evidence having been identified as received by the witness. However, the documents marked Exhibits 5, 6, and 7 are received for identification only and are subject to proof.

(TELEGRAM MARKED EXHIBIT NO. 8).

MR. HUNTER: Q: I have here a copy of a telegram purporting to be from you to Campbell. Is that your telegram?

A He told them to pay the policies. He recognizes that.

Q He sent this telegram?

A Yes.

MR. DAVIDSON: What is the date of that, Mr. Hunter?

MR. HUNTER: This is dated 13th of April. I presume it is '43; it is in reply to the other one. It is addressed to Harold D. Campbell, agent for the Office of the Custodian, and it is signed by the witness. (Reading). It is rather uniquely worded but I think the intent is clear, my lord.

(TELEGRAM MARKED EXHIBIT NO. 9).

MR. HUNTER: Have you the policies?

(Policies handed to Mr. Hunter).

MR. HUNTER: Perhaps my friend can tell me whether there is any grace on these policies; I haven't read them before.

MR. DAVIDSON: I think it provides for it, if I may look at the policies. It is thirty days, I believe, on one of them. With reference to the B.C. Mutual policy, A-11,543, paragraph 5, it states in part, "Such assessments must be paid to the Secretary-Treasurer in Vancouver within thirty days of mailing the assessment notices".

MR. HUNTER: What I would like to determine, my lord, is whether, when Mr. Campbell started writing that correspondence, one of these had already lapsed, or the period of grace still held good. I wonder if I could have the memorandum showing the list of policies, my lord. Do you remember the expiry dates for these two policies, Mr. Davidson?

MR. DAVIDSON: The B.C. Mutual apparently lapsed on January 18th, 1943.

MR. HUNTER: This is the one with thirty days' grace, is it?

MR. DAVIDSON: Yes, I believe so.

MR. HUNTER: So that they had up until February 18th to pay, is that correct?

MR. DAVIDSON: No. The last assessment notices, I have been instructed by wire which I will file, was sent out on December 10th, 1942, addressed to Mrs. Hatsu Jinnai, 285 Heatley Avenue.

THE COMMISSIONER: Now, may I have that date?

MR. DAVIDSON: December 10th, 1942, my lord. I can file that, if you wish, right now, the wire.

THE COMMISSIONER: This is on which policy?

MR. HUNTER: I can't quite figure that one out, my lord. It doesn't seem reasonable that the policy would have expired before the due date. If the date were the 18th of January and the notice was given on the 10th of December and they had thirty days after that, it means the policy would have expired on the 10th of January prior to the due date.

THE COMMISSIONER: What was the policy number?

MR. HUNTER: The policy number is A-11,543.

THE COMMISSIONER: Sent on December 10th of 1942. You say the policy -- under what paragraph of number of the policy?

MR. DAVIDSON: Paragraph 5, I believe it is, my lord. Paragraph 5 of the constitution and by-laws.

That is with respect to assessment notices only, not dealing with annual dues.

MR. HUNTER: I wonder if we could have a break for five minutes or so, so that we could read this thing over and give it to you, my lord.

THE COMMISSIONER: All right; very well.

(PROCEEDINGS ADJOURNED FOR SHORT RECESS AND RESUMED).

THE COMMISSIONER: Have you solved it?

MR. HUNTER: Not completely, my lord, but we will try and give you some help in this.

Insofar as the Provident Mutual Benefit No. 4042, that, according to the Custodian's record, expired in March, 1943, and the policy is dated the 2nd of March, so that may be where they assumed that it expired at that date. But my friend advises me that according to information he obtained from the company -- is that right?

MR. DAVIDSON: From Mr. Pym, the manager of the Provident Mutual.

MR. HUNTER: --that it did not expire until 13 days after April --

MR. DAVIDSON: The 21st. I should correct that. He said that most policies ordinarily did not lapse until 13 days after the mailing of the last assessment notice, which in this particular case was April 21st, 1943. He didn't refer specifically to this policy.

THE COMMISSIONER: Thirteen days after what?

MR. DAVIDSON: The mailing of the last assessment notice,

my lord, which was April -- correction, May 21st, 1943.

MR. HUNTER: No, that would bring it up to the 5th of June, wouldn't it? There is a provision on the back of this providing for re-instatement upon production of a certificate of health. Your Lordship will remember that that was the reason this policy couldn't be reinstated because the insured was in Japan.

THE COMMISSIONER: Yes, I see.

MR. HUNTER: I might also mention that under paragraph 8 on the back of this policy, it says, "This Certificate shall not be binding upon the Society until signed by the member to whom it is issued." The place where the member was to sign has not been signed. I am giving that purely for your Lordship's information; I don't wish you to think I am trying to argue the case at this point.

THE COMMISSIONER: Policy 4042 is Exhibit 10, and it is produced from whose custody?

MR. HUNTER: From Mrs. Jinnouchi's.

(POLICY MARKED EXHIBIT NO. 10).

MR. HUNTER: Insofar as the policy of the British Columbia Mutual Benefit Association, my lord, that is the one, A-11,543, as my friend points out in paragraph 5 it says, "Such assessments must be paid to the secretary-treasurer in Vancouver within thirty days of mailing the assessment notices." In paragraph 6 it says, "Any member failing to conform with clauses 4 and 5 shall

stand suspended from all rights and privileges of the Association, without formal notice being given".

We were unable to find anything in the articles and by-laws on the back to indicate how one became reinstated after being suspended, my lord.

My friend, I believe, has some information as to the last assessment made in this case.

THE COMMISSIONER: Well, he has given it. It was December 10th, 1942.

MR. HUNTER: So that apparently on the 10th of January, the member would have been automatically suspended; is that your understanding, Mr. Davidson?

MR. DAVIDSON: That is my interpretation.

THE COMMISSIONER: This policy will now be marked Exhibit 11 as also produced from the custody of Mrs. Jinnouchi.

(POLICY MARKED EXHIBIT NO. 11).

MR. HUNTER: So that it would appear that the letters which Mr. Campbell wrote to the witness were not commenced until after one of these policies had already lapsed.

THE COMMISSIONER: What was the date of the first letter? 3rd of February, 1942?

MR. HUNTER: That is correct. At that time the policy with the B.C. Mutual Benefit Association had already lapsed.

MR. DAVIDSON: There is intervening correspondence, Mr. Hunter, prior to February 3rd.

MR. HUNTER: Does this touch the insurance?

MR. DAVIDSON: Yes, I believe it does.

MR. HUNTER: Maybe Mr. Tagashira can identify this letter. Shall I put it in for you?

MR. DAVIDSON: Yes, if you would.

THE COMMISSIONER: This letter is produced from Mr. Tagashira's file, is it?

MR. DAVIDSON: Yes, my lord.

(Letter handed to witness).

THE INTERPRETER: He says he received it because that is his writing there.

MR. HUNTER: This is a letter, my lord, dated January 19th, 1943, from Harold D. Campbell to the witness. The fifth paragraph states, "With regard to the third paragraph of your letter, I have to advise you that there was no blank sheet ofpaper signed by you but that my secretary was typing, under pressure, a list of accounts payable by yourself, mainly for insurance premiums, whichyou wished me to settle on your behalf out of moneys receivable to be paid to me by Mr. J. Y. Lim from the sale of the stock on hand. This was not entirely completed when you had to leave, and the sheets were taken from the typewriter and signed. This was duly completed and a copy retained by myself, one sent to the office of the Custodian, and I understand that a copy was forwarded to you under cover of my letter of the 6th instant. As this has apparently not been received or has been mislaid by you, I am enclosing herewith a copy for your records."

Apparently that explains how this Exhibit 4 is uncompleted. I file that on behalf of my friend, my lord.

(LETTER MARKED EXHIBIT NO. 12).

MR. HUNTER: Q: Mr. Tagashira, when was the first time that you ever discussed the question of these insurance policies with the Custodian's Office?

A About December 19th or 20th, 1942.

Q Now, I put it to you, Mr. Tagashira, that you are mistaken in that and that the first time you ever acquainted the Custodian's office with any particulars of this insurance was when you came into the office in the latter part of May, 1943?

A He wants to know which you mean, the Custodian's office in the Royal Bank Building?

Q That is what I mean, yes.

A I don't know.

Q He doesn't know; is that what he says?

A I don't remember.

THE COMMISSIONER: Well now, just let me understand it. When he says that he discussed the policies with the Custodian's office about December 19th or 20th of 1942, he means a discussion which he had with Campbell, is that correct?

A He discussed that in Campbell's office to Campbell as agent of the Custodian.

Q On December 19th, 1942?

A Yes.

Q And he didn't talk to anyone in the Custodian's office, Royal Bank Building, until some time later,

is that correct? A: After he had heard that they had lapsed, he discussed this matter with Mr. Gibson.

Q In the Custodian's Office?

A By letter first. I am not certain when I went to the office.

THE COMMISSIONER: I think that is clear now. All right.

MR. HUNTER: Did we file the original of his J.P. form?

THE COMMISSIONER: It must be in his own case.

MR. HUNTER: Yes, I remember.

THE COMMISSIONER: Yes, filed as Exhibit 9 in the Tagashira case.

MR. HUNTER: Q: In Exhibit 9, in your own case, Mr. Tagashira, your J.P. declaration form was filed. This is just a typewritten copy that I produce here. It says here, after mentioning certain policies, "Policies believed to be in his safe at 285 Heatley Street, Vancouver, B.C." Then it goes on to say, "Also another with the B.C. Mutual Benefit Association". Were those policies left in your safe there?

A At the time I made this out, they were in the safe.

Q And how long did they remain in the safe?

A Until the time of my evacuation and then I took them away with me.

Q You took these policies with you?

A Yes.

Q And the first knowledge that Mr. Campbell had of them was when you were in his office in December, 1942?

A Yes.

MR. HUNTER: I think that is all, my lord. I don't know whether I did announce my grounds of defence.

THE COMMISSIONER: No, you didn't. I made a note of that to have you do so.

MR. HUNTER: First, my lord, it is submitted that these were enemy policies and that the Custodian is under no obligation to pay enemy policies.

Secondly, that no evidence has indicated that the claimant is a beneficiary for value and that accordingly she has no interest in these policies. In the alternative, that if these were not enemy policies, my lord, that they did not vest under the Terms of Reference P.C. 1665 of '42.

Next, that if any liability exists in connection with the non-payment of premiums, it is not a liability of the Custodian.

THE COMMISSIONER: Now, just how far does that extend?

MR. HUNTER: Well, it covers previous statements which I have made insofar as that they were enemy policies; secondly, if they are not enemy policies, they don't vest; and, thirdly, that they had no instructions to pay same, and that if Mr. Campbell had instructions to pay the same, that he was not acting as agent of the Custodian.

THE COMMISSIONER: Well, you say he was agent of Tagashira and not of the Custodian, is that it?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: The Custodian has no liability for Campbell's default, if any.

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: And I suppose there is the overall objection that you took in opening, namely, that this is not a claim which I am authorized to consider under the Terms of Reference?

MR. HUNTER: Right, my lord. In other words, it is a claim for property which has not been sold and it is not personal property which has been lost, destroyed or stolen within the meaning of the Terms of Reference.

THE COMMISSIONER: Have you any reply, Mr. Davidson?

MR. DAVIDSON: My lord, I am at a disadvantage in not knowing what has transpired prior to now, and I don't know just where I should begin on this. Will I be allowed to examine Mr. Tagashira on his statements so far, and perhaps in the nature of cross-examination, adduce some evidence which has not come up yet.

THE COMMISSIONER: You hadn't been in all through?

MR. DAVIDSON: No, my lord, I wasn't in on the examination of Mrs. Jinnouchi nor Mr. Tagashira.

THE COMMISSIONER: Just a moment, and I will give you an outline. I will give you the notes I have. This you need not take, Mr. Reporter. (Reading). That is everything that transpired before you came in.

MR. DAVIDSON: Thank you, my lord. I will try to find out from my friend if he is intending to stay with the position that this interview with Tagashira in the office of H.D. Campbell took place on June 5th, 1943.

THE COMMISSIONER: The witness said so. Tagashira said that.

MR. HUNTER: Just prior to that, I think. I think I said the end of May.

MR. DAVIDSON: Yes, you said the end of May, but the correspondence dated June 15th, 1943, indicates the interview with Tagashira was on June 5th, 1943.

THE COMMISSIONER: This man said that himself. Tagashira said the interview took place on June 5th, 1943. I have just read that to you. It was probably a little difficult to follow all in one lot. Yes, "The Custodian on June 5th, 1943, -- I think Mr. Hunter said that,-- that Tagashira called to ask the Custodian to provide for payment of premiums on Jinnai policies. That was stated in Mr. Hunter's opening.

MR. HUNTER: I think what I was referring to, my lord, was a memorandum dated the 5th of June, 1943, and it says,"Mr. Tagashira called at this office and discussed the attached list with me". It doesn't say when he called.

THE COMMISSIONER: Yes,I see.

MR. HUNTER: I think in my cross-examination the witness said he couldn't quite remember when it was but it was later. I think that came out in answer to a question you asked, my lord.

THE COMMISSIONER: I will correct my notes to read, "Contains memo dated June 5th, 1943, that one Tagashira had called prior thereto". That corrects the situation from your point of view, Mr. Hunter,

does it?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER:. Add"prior thereto".

Just before you go on, Mr. Davidson, I think I should make clear my own views on the one question as to whether or not this claim falls within the Terms of Reference. I don't want to hear argument on it, but I would express the view, subject to argument that may be presented, that this claim does not fall within the Terms of Reference, being,as I see it now, in effect a claim against the Custodian for damages or negligence in having failed to pay the premiums on these policies before the policies had lapsed.

However, notwithstanding that I presently hold that view, I have heard the evidence up to date being of the opinion that whether or not the claim fallswithin the terms of reference, it was desirable that the evidence should be heard and a report made by myself to the Government of my conclusions as to the evidence which has been adduced before me. So that is the basis on which it proceeded. Under other conditions I mightwell have disposed of the matter immediately by refusing to entertain the claim; however, in the circumstances I thought that that course was undesirable.

All right, now, proceed.

MR. DAVIDSON: Very good, my lord. I might say summarily that the position we are taking is

that it does fall within the terms of reference as being personal property which was either destroyed or lost, and as it is an insurance policy it is a chose in action and therefore personal property.

RE-DIRECT EXAMINATION BY MR. DAVIDSON:

Q This memorandum dated December 20th, 1942 --

THE COMMISSIONER: What is this?

MR. DAVIDSON: It is an exhibit, my lord, I am not sure which exhibit number it is. It is the memorandum from H.D. Campbell to Tagashira -- Exhibit 4.

Q Who typed this memorandum?

A Campbell's office.

Q That is the original memorandum which is filed? Who typed it? A: Campbell's office.

Q On whose instructions? A: By Messenger.

Q Do you know? A: Yes, I think Mr. Campbell wasn't in the office at the time.

THE COMMISSIONER: Will you answer the question. On whose instructions was the document typed?

THE WITNESS: A: Messenger.

Q On your own? A: No, not me.

THE COMMISSIONER: You had better interpret the question.

(Question Interpreted).

A After a long discussion between Messenger and myself, Messenger dictated this to be typed.

MR. DAVIDSON: Q: I think I understood you to say that prior to the typing of this memorandum, you had discussed the matter fully with Mr. Messenger,

is that correct?

A Yes, a long time.

Q And that these instructions at the top of the memorandum, of which you are fully familiar, were dictated then by Mr. Messenger?

A Yes.

Q I show you Exhibit 12 in the Tagashira case. It is an original letter from Harold D. Campbell to R. Tagashira. You have seen it before and identified it before. Are you familiar with the contents? A: Generally speaking, I do.

Q Mr. Hunter has already read this, my lord. I would like to repeat the parts I consider to be important as an excerpt from this letter.

THE COMMISSIONER: You can read it into the transcript so as to avoid the necessity of marking it an exhibit in this case. They are extracts from a letter dated --?

MR. DAVIDSON: Dated January 19th, 1943, Harold D. Campbell to Rinkichi Tagashira at Revelstoke, "With regard to the third paragraph of your letter, I have to advise you that there was no blank sheet of paper signed by you but that my secretary was typing under pressure a list of accounts payable by yourself, namely for insurance premiums, which you wished me to settle on your behalf out of moneys receivable to be paid to me by Mr. J.Y. Lim from the sale of the stock on hand. This was not entirely completed when you had

to leave and the sheets were taken from the typewriter and signed. This was duly completed and a copy retained by myself, one sent to the office of the Custodian and I understand that a copy was forwarded to you under cover of my letter of the 6th instant."

I presume that a copy of this letter -- I am just speaking from deduction, -- was sent to the Custodian prior to January 6th, 1943.

THE COMMISSIONER: What is the date of this letter?

MR. DAVIDSON: The date of this letter is January 19th.

MR. HUNTER: Do you mean a copy of that letter or a copy of the memorandum?

THE COMMISSIONER: A copy of the memorandum sent, not a copy of the letter.

MR. DAVIDSON: Yes, a copy of the memorandum.

Q I show you what purports to be a statement of debits and credits unsigned , the dates of entry start January 20th, 1943, inclusive to January 11th, 1945, presumably dealing with the business of Heatley Trading Company. Can you identify that?

THE COMMISSIONER: Do you wish him to identify this?

MR. DAVIDSON: Can he identify it as something he has seen before?

A Yes, I saw it.

Q How did it come into your possession?

A I don't know whether it was from the Custodian or from Campbell's office.

Q Do you know who has made up the statement?

THE COMMISSIONER: Well now, what is this examination

leading to -- the fact that Campbell did pay some premiums?

MR. DAVIDSON: Yes, my lord.

THE COMMISSIONER: He said so himself in his letter.

MR. DAVIDSON: Yes, but this is another premium of which he has made no mention to date.

THE COMMISSIONER: I see.

A I think it was made in Campbell's office.

MR. DAVIDSON: Q: At any rate, it deals with the business of the Heatley Trading Company made out, presumably, by an accountant, does it?

A Both the Heatley Trading Company and insurance.

MR. DAVIDSON: I wish to read from this statement, my lord.

THE COMMISSIONER: You had better put the statement in, I think. Is it dated?

MR. DAVIDSON: It is undated, my lord, except for the dates of entry, the first date commencing January 20, 1943. It is headed up "R. Tagashira, file No. 5129".

THE COMMISSIONER: Yes.

MR. DAVIDSON: Under date February 1st there are four items, the last two of which are, a debit account, "To cheque Provident Mutual Benefit Association, $7.00"; the fourth item, "To cheque B.C. Mutual Benefit Association, $9.60".

THE COMMISSIONER: Well now, are those the two policies with which we are concerned?

MR. DAVIDSON: Those are the policies, presumably they are, my lord, in question.

THE COMMISSIONER: You contend they are; there is nothing

to show they are.

MR. DAVIDSON: Yes, my lord, that is the position.

Q Have you any personal knowledge as to whether or not premiums were paid by Mr. Campbell on these policies?

A From the statement of account I know it was paid.

(STATEMENT MARKED EXHIBIT NO. 13).

THE COMMISSIONER: Are you going to be long, Mr. Davidson?

MR. DAVIDSON: No, I expect to cut this down as shortly as possible.

THE COMMISSIONER: It is after one o'clock now. I was going to suggest we adjourn until after lunch, if you like. I don't want to hurry you.

MR. DAVIDSON: I expect to take about five minutes longer. I don't know how much longer Mr. Hunter will be.

THE COMMISSIONER: Are you going to call Mrs. Jinnouchi?

MR. DAVIDSON: Yes.

THE COMMISSIONER: All right; we will adjourn now until 2:30.

(PROCEEDINGS ADJOURNED UNTIL 2:30 P.M.)

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

Gordon Hambleton

"G. HAMBLETON"

Official Reporter.

(2:30 P.M. PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

MR. DAVIDSON: My lord, I would like to file, as an exhibit, a telegram dated February 21st, 1948, addressed to C.W. Morrow, from the B.C. Mutual Benefit Association, which was referred to earlier with reference to the mailing of the final assessment notice on this B. C. Mutual Benefit policy in question.

THE COMMISSIONER: Yes. It has been identified as having been dispatched by the claimant, has it?

MR. DAVIDSON: No, my lord. This is one that was received just two days ago.

THE COMMISSIONER: Oh yes, I see.

MR. DAVIDSON: It was received at my office, a wire from the B. C. Mutual Benefit Association.

(TELEGRAM MARKED EXHIBIT NO. 14).

RINKICHI TAGASHIRA, resumed the stand; testified further as follows:

RE-DIRECT EXAMINATION CONTINUED BY MR. DAVIDSON:

Q Mr. Tagashira, you are still under oath. I produce to you a letter dated October 20th, 1943, from Norris & MacLennan, Barristers & Solicitors, Vancouver, addressed to R. Tagashira, at Revelstoke. Would you identify it?

A Yes.

Q Did you receive that letter?

A Yes.

MR. DAVIDSON: I would like to read, my lord, from the middle of page 2 for what it is worth as evidence. It is not direct evidence but I would like to

quote from Mr. MacLennan's letter. "Our understanding in connection with the insurance policies which you mention was that for lack of instructions from you to Mr. Campbell, one of your policies lapsed, but that upon receipt of proper instructions from you Mr. Campbell had it reinstated and at that time handed them over to the Office of the Custodian for the attention of the Custodian in the future."

THE COMMISSIONER: Well now, can you establish the fact? You see, after all, that is a letter from Tagashira's solicitor.

MR. DAVIDSON: Yes, my lord. I was wanting to put it in for what it is worth. It may be possibly established at a later date.

THE COMMISSIONER: I am afraid not. It relates to a matter of fact that would have to be established otherwise. You could establish through this witness that he received information from his solicitor that the policy, or one of the policies, had been reinstated.

MR. HUNTER: My lord, we do know about that policy. It is not one of the policies in question. It is a different policy.

MR. DAVIDSON: Oh, is it? I beg your pardon.

THE COMMISSIONER: You are prepared to concede that that particular policy was reinstated?

MR. HUNTER: Oh yes, my lord. That was one of Tagashira's.

THE COMMISSIONER: Then it has no relation to this claim at all, has it?

MR. DAVIDSON: Apparently not.

Q Mr. Tagashira, why did you not answer the letters which Mr. Messenger sent to you with relation to t the payment of these premiums and assessments?

A He had discussed the matter fully with Mr. MacLennan -- with Mr. Campbell -- with Messenger of Campbell's on the 19th of December, 1942, and the whole thing was fully covered then and he didn't understand what further there was to say about the matter.

THE COMMISSIONER: Now does it follow from the answer the witness now makes that he is now acknowledging receiving Exhibits 5 and 6?

MR. DAVIDSON: I was just going into that, my lord.

Q Assuming you did receive those letters, the answer you have just given is the reason, is that correct? You stated earlier that you are not sure that you did receive those letters, is that correct?

A He doesn't fully recall whether he received those letters or not.

Q So when you received the wire which you acknowledged having received relative to this matter, what was your reaction at that time?

A On the 19th of December, 1942, he had fully discussed the matter and he didn't know what further question there was, or what there was to answer.

Q Did you ever receive any assessment notice addressed to Mrs. Jinnai at 285 Heatley Avenue?

A What is an assessment notice exactly?

Q Well, letters from the insurance company.

THE COMMISSIONER: Demands for payment of premiums.

A He says I have no knowledge of having received

anything. If I had, I would have referred the matter to the Custodian.

Q In all this correspondence with either Mr. Messenger or Mr. Campbell on your behalf, did you believe that Mr. Campbell was acting for you or the Custodian?

THE COMMISSIONER: Whatever his belief was is immaterial. He must have some foundation for it.

MR. DAVIDSON: Very well, my lord.

THE COMMISSIONER: He can say what took place between he and Messenger which may lead to establishing the fact that Campbell was the agent of someone else than this claimant.

MR. DAVIDSON: Q: In your conversations with Mr. Messenger--

THE COMMISSIONER: I think you had better put this question: What was the arrangement that you made on December 19th with Messenger?

MR. DAVIDSON: Q: Would you put that question, please?

A The conversation was generally in regard to my affairs, including the insurance policy.

MR. DAVIDSON: That is all I wish from this witness, my lord, except that I believe, although I may be in error, that there is some correspondence which would tend to show that the Custodian did pay the premium as it fell due, namely on February 1st, 1943, on one Sun Life Insurance policy on the life of Mrs. Jinnouchi. As I say, I may be in error in that, but I believe my friend has such a document somewhere in his files.

THE COMMISSIONER: Have you anything to say on that

subject, Mr. Hunter?

MR. HUNTER: Yes, my lord. That is the policy that is declared in Mrs. Jinnouchi's J.P. form.

THE COMMISSIONER: And the Custodian did pay the premium in respect of that policy?

MR. HUNTER: Yes, my lord. It is on the declarant; it isn't on Mrs. Jinnai.

THE COMMISSIONER: No, it is a policy on the life of Mrs. Jinnouchi.

MR. HUNTER: Yes, payable to her son.

MR. DAVIDSON: But it is one of the policies turned over in the memorandum noted.

MR. HUNTER: It may be included in that, but it is the only one shown on the J.P. form.

THE COMMISSIONER: Do you wish to examine Mr. Jinnouchi further?

MR. DAVIDSON: Yes, my lord.

THE COMMISSIONER: Could I see Exhibit 4, please, Mr. Secretary? The policy you refer to, I take it, is that referred to in Exhibit 4, namely, a Sun Life policy No. 2139579, Mrs. M. Jinnouchi, premium $81.68; is that correct, Mr. Hunter?

MR. DAVIDSON: That is the one to which I am referring.

MR. HUNTER: I think that is the one. The number isn't shown in the J.P. form. I know they did pay the one in the J.P. form for $1500.00. Doesit show the amount?

THE COMMISSIONER: It does not show it. The premium is $81.68. That premium on a policy of $1500.00 is a pretty big premium.

MR. HUNTER: Yes, unless it is some kind of an endownment policy, my lord.

THE COMMISSIONER: Yes.

MASUYE JINNOUCHI, the claimant herein, resumed the stand, testified further as follows:

RE-DIRECT EXAMINATION BY MR. DAVIDSON:

Q Mrs. Jinnouchi, you are still under oath?

A Yes.

Q I believe you have already told his lordship that you were the sister-in-law of the assured Mrs. Hatsu Jinnai? A: Yes.

Q And that you are the beneficiary under the two insurance policies in question, namely, B.C. Mutual and Provident Mutual Life?

A Yes.

Q And that Mrs. Jinnai left for Japan in what year?

THE COMMISSIONER: 1934, we have it. She deposed to her having left in 1934 or 1935.

MR. DAVIDSON: Well, I am now instructed, my lord, that was an error.

THE COMMISSIONER: You can recall to her that she said on the previous occasion that she returned to Japan in 1934 or 1935. Does she wish to change that evidence?

A I made a mistake. I think it was 1936 or 1937.

MR. DAVIDSON: Q: I believe you have also stated that when Mrs. Jinnai left, she gave you instructions to pay the premiums if she herself was not able to do so. Do you recall giving that answer?

A Yes.

Q Is it correct? A: Yes.

Q And who paid all the premiums since Mrs. Jinnai left for Japan?

THE COMMISSIONER: By asking that question, you are presumably proposing to contradict what she said before. Her previous evidence was that she paid some and Mrs. Jinnai paid some herself, and the only reason she had for paying them was it was difficult on occasions for Mrs. Jinnai to get money out.

MR. DAVIDSON: That was the purpose, my lord, was to attempt to alter that.

THE COMMISSIONER: I am dubious about this, Mr. Davidson. After all, she was here and she had her opportunity on a previous occasion.

MR. DAVIDSON: Well the story as I have it, my lord, is that the question was misconstrued -- that the questions were not properly understood by the witness.

THE COMMISSIONER: Well, I think your own interpreter was here to assist on that occasion -- were you not?

MR. OUCHI: It is quite difficult. She didn't get perfectly what the interpreter said.

THE COMMISSIONER: Well I will hear what you have to say now. I am frank to say it does not carry the weight it would have done had it been said on the first occasion.

MR. DAVIDSON: Very well, my lord.

Q Did Mrs. Jinnai pay any of the premiums on this

policy to your knowledge after having left for Japan? A: No.

Q What instructions did Mrs. Jinnai leave with you when the policies were turned over to you?

A She had borrowed $800.00 from the witness. Mrs. Jinnai had borrowed $800.00 from the witness, and she said if she died in Japan that she was to have the benefit of the policy.

Q Did Mrs. Jinnai have any other living relatives in Canada? A: No.

THE COMMISSIONER: The effect of her present statement is that the proceeds of the policy in the event of her death were to go to retire the loan, is that it?

MR. DAVIDSON: Yes, my lord.

THE COMMISSIONER: It is too bad she did not think of that earlier.

MR. DAVIDSON: Q: Have you any written notice proving, or tending to prove the death of the assured, Hatsu Jinnai? A: This is a cremation certificate (producing). This is from the Municipality.

MR. DAVIDSON: I propose to enter this as an exhibit, my lord. It is a memorandum written in Japanese which I am instructed does show —

THE COMMISSIONER: Written by whom and when?

MR. DAVIDSON: Q: By whom is that written and what is the date of it? A: 1947, November 21st.

Q From whom?

THE COMMISSIONER: No, by whom was it written?

A From the village or municipality.

MR. DAVIDSON: Q: Of what?

A Kansaki and Mitsumaru. That is Mistu village.

Q Does that contain notice of the death of Mrs. Hatsu Jinnai? A: Yes, it does.

MR. HUNTER: My lord, I would like to question that as evidence.

MR. DAVIDSON: All I am putting it in for is for future translation and for confirmation of that if it is admissible as evidence. I don't know what it is yet.

THE COMMISSIONER: Mr. Davidson, what do you seek to prove by this document, assuming it is admissible?

MR. DAVIDSON: Simply that the assured is dead, and if she has a claim that, of course, must be based on the death of the assured which is the best evidence.

THE COMMISSIONER: That would not be sufficient proof of the death of the policy holder.

MR. DAVIDSON: It would have to be confirmed, my lord. I would say it is temporary evidence of it, subject to later confirmation.

THE COMMISSIONER: I have allowed almost anything to go, but it does appear to me to be going rather far.

MR. DAVIDSON: If I can get further identification from the witness, would that be sufficient?

THE COMMISSIONER: No. Presumably someone has written something saying that so and so is dead. Now, the fact of death would have to be established by someone who was at the funeral or who saw the dead body and who knows it was Mrs. Jinnai.

MR. DAVIDSON: If it transpires that this is written by someone in authority, would you give it any weight?

THE COMMISSIONER: There are too many "ifs" and "ands" in it. I am afraid that is pushing it rather too far. There will have to be proper proof of death.

MR. DAVIDSON: That can be submitted later.

THE COMMISSIONER: That, of course, can be submitted later.

MR. DAVIDSON: Q: Did you ever receive any assessment notices, Mrs. Jinnouchi, addressed to Mrs. Jinnai?

A I know what the question is but she doesn't understand my interpretation of it.

THE COMMISSIONER: Can your assistant help, Mr. Davidson?

MR. OUCHI: I didn't catch what she said, my lord.

THE COMMISSIONER: Will you read the question again, please, Mr. Reporter.

(Question read by Reporter and put to witness by Mr. Ouchi).

MR. UPTON: A: I think I have these somewhere, but I don't know where exactly.

MR. DAVIDSON: Q: And does that include assessment notices addressed to Mrs. Jinnai mailed after the date of your evacuation?

A No.

Q Mr. Tagashira was acting as your agent presumably in all these matters? A: Yes.

THE COMMISSIONER: Do you wish to cross-examine, Mr. Hunter?

MR. HUNTER: There are a few questions, my lord, I would like to ask.

THE COMMISSIONER: Yes, very well. Relevant to that one

point, Mr. Davidson, as to the proof of death, if the death had occurred in Canada, it would have been a simple matter to have proved the fact of death either by a death certificate issued by the appropriate official, or by calling someone who saw the body of the deceased, the physician who attended her, or something of that kind. Now similar proof will have to be furnished from Japan of the fact of death.

MR. OUCHI: This is written by the Government of Japan to prove she passed away.

THE COMMISSIONER: Perhaps once you have that document translated, the situation may appear somewhat differently than it does at the moment.

MR. OUCHI: Here is the signature of the head of the municipality.

THE COMMISSIONER: We will look at it when it is translated, and this question of the proof of the policy holder's death may be spoken to at that time.

MR. DAVIDSON: Very well, my lord.

MR. HUNTER: May I have Exhibits 10 and 11, Mr. Watson? I don't know what clause 3 of this means, my lord, but it says, "The beneficiary must be a member of the certificate holder's family, a relative or dependent". I call it to your attention, my lord. It is endorsed on the back.

THE COMMISSIONER: And the relationship was that of a relative by marriage.

MR. HUNTER: Yes, my lord.

It may be subject to argument later, and I wanted to call it to the attention of my friend.

THE COMMISSIONER: Yes. That policy, is that Exhibit 11?

MR. HUNTER: That is on Exhibit 10, the Provident Mutual Benefit Association.

THE COMMISSIONER: It would be an extraordinary thing if, having accepted premiums over a period of years, they should be permitted to raise the defence that the beneficiary named was not a member of the family and therefore could not recover under that policy.

MRM HUNTER: That is the one with the other catch clause that she must have signed it too.

RE-CROSS EXAMINATION BY MR. HUNTER:

Q Mrs. Jinnouchi, you were the beneficiary under these two policies in question from the inception of the policies, weren't you?

A Yes.

Q Were these policies taken out prior to the loan which you state you made to Mrs. Jinnai?

A No, after.

Q These policies were taken out after, weren't they?

A Yes.

Q Let us have some particulars of the loan, Mrs. Jinnouchi. How did this question of the loan arise? A: She had a farm and as she was unable to pay the whole amount, she made the loan.

Q I see. What do you mean by pay the whole amount? You mean when Mrs. Jinnai purchased this farm, she

couldn' t pay the whole of the purchase price?

A Unless she paid up the amount, she was going to lose her equity in the farm, and for that reason she made the loan.

Q I see. Now, what happened to the farm?

A She sold the farm.

Q Mrs. Jinnai sold it? A: Her sister-in-law sold the farm.

Q Yes; and what did she do with the money?

A She hadn't completed the payments and she used that to pay for the balance on the farm.

THE COMMISSIONER: Q: I thought she sold it.

A There was a balance apparently owing upon the farm.

(Mr. Ouchi to the witness).

MR. OUCHI: After her husband passed away, she had to pay the funeral expense and many items. That is why all the money was spent for it. After her husband passed away, she sold the land and through that amount of money she paid for it.

MR. HUNTER:

Q What security did you have for this loan?

THE INTERPRETER: A: There was no security. There was no question of any security.

Q Who took out these policies -- Mrs. Jinnai?

THE COMMISSIONER: Could I see those policies for a moment, Mr. Secretary?

MR. HUNTER: Q: That is probably a badly phrased question. Perhaps I should change that question and make it clearer. Whose idea was it to take out these policies?

A My sister-in-law.

Q She went out and took out these policies by herself, did she? A: Somebody may have helped her, but she doesn't know.

Q Did you know she had taken them out?

A She knew.

Q You knew she had taken them out. Did you know at the time she took them out, or otherwise?

A Her sister spoke to her about it and told her she was taking out these policies.

Q Yes, and did she pay the premiums to take them out, or did you? A: While her sister was in this country, she paid them.

THE COMMISSIONER: Mr. Hunter, would you get from the witness the date when her husband died and also the date when she found it necessary to sell the farm?

MR. HUNTER: Yes, my lord. The date when Mrs. Jinnai's husband died?

THE COMMISSIONER: No, this woman's husband.

A September 16th, 1931.

MR. HUNTER: Q: And when was it that your sister-in-law found it necessary to sell her farm?

A Slightly before she left for Japan, but she doesn't know for certain.

THE COMMISSIONER: Perhaps it was that this witness said it was Mrs. Jinnai's husband who died and that was what caused her some economic difficulty, is that it?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: You might get the date of Jinnai's death, too.

MR. HUNTER: Q: When did Mr. Jinnai die?

MR. OUCHI: Yes, Mr. Jinnai's certificate is here too.

THE COMMISSIONER: The witness knows. What is the date of your husband's death? Just a moment.

THE INTERPRETER: A: I think in 1935, I am not sure.

MR. HUNTER: Q: How did you make this loan to Mrs. Jinnai -- in the form of a cheque?

A In cash.

Q There is no record of the transaction whatsoever?

A No.

Q I see. Where did you get the cash?

A I got it from the bank.

Q Why didn't you give her a cheque?

A She didn't know how to make out a cheque.

THE COMMISSIONER: Now I understood the witness to say that Mrs. Jinnai had the sale of her farm after her husband died, is that correct?

Q Mrs. Jinnai had the sale of her farm after her husband died? A: Yes.

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

THE COMMISSIONER: Just one moment now. I would like to clear up this question of the loan.

Q When was the $800.00 loan made in relation to the death of Mrs. Jinnai's husband? Did it occur before? That is, was the loan made before Mrs. Jinnai's husband's death or after?

A Before he died.

Q Before he died. How long before?

A About 1930, she thinks.

Q That is five years then before Mrs. Jinnai's husband's death, is that correct?

A Yes.

Q Now at the time that she sold the farm, she would have received the proceeds of the sale, would she not? For what price did Mrs. Jinnai sell the farm?

A I don't know.

Q Did she not receive the proceeds of the sale at that time?

A No, she didn't receive the proceeds of the sale.

Q Well now, who is "she" -- Mrs. Jinnai? Didn not Mrs. Jinnai receive the proceeds of the sale when she sold the farm? A: I don't know.

Q Did you not inquire then with a view to obtaining payment of your loan of $800.00?

A I didn't say anything about it. That is clear, my lord; she didn't say anything to her sister-in-law about it.

Q Yes, I see. Did Mrs. Jinnai take out these two policies of insurance before or after her husband's death? A: After he died.

Q How long after? A: Not very long after he died, but I am not certain.

Q For how long after the policies were taken out did Mrs. Jinnai live in Canada?

A I am not certain, but perhaps a year or a little longer.

THE COMMISSIONER: All right, thank you.

(Witness aside).

THE COMMISSIONER: I did not give you an opportunity to re-examine.

MR. DAVIDSON: I have no re-examination, my lord.

THE COMMISSIONER: Well, that concludes this case. The situation is not too convincing, Mr. Davidson. There are too many after thoughts here. However, We will leave it until later.

(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.

CASE No 143 JAN - 5 1948 NOTIFIED

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 10215.

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

(1) NAME JINNOUCHI, MASUYE Mas? (RCMP) Reg. No. 09070
(Print) Surname Given Name

(2) Pre-Evacuation Address 679 Cordova Street East, Vancouver, B.C. Vimy

(3) Present Address Revelstoke, B.C.

(4) REAL ESTATE NIL

(a) Street Address (if any) Cr. Hopcrow
City or Municipality, Province

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

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

(i) Farm
(ii) Residence Type of 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) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $
(v) Amount at which Custodian sold property and credited your account - - $
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $

(5) PERSONAL PROPERTY

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

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

(c) How stored or packed at time of evacuation

Pending production of further documents

(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") Harold D. Campbell, Agent for the Custodian

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

1. See Declaration attached — Estimated Value $ 5500.00
2. — Estimated Value $
3. — Estimated Value $
4. — Estimated Value $
5. — Estimated Value $
6. — Estimated Value $
7. — Estimated Value $
8. — Estimated Value $
9. — Estimated Value $
10. — Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 5500.00

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) - $ 5500.00

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

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

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)
of)
TO WIT:)

I, Masuye Jinnouchi of the City
of Revelstoke in the Province of British Columbia

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 Vernon)
in the Province of British Columbia) Masuye Jinnouchi
this 2nd day of January)
A.D. 1948) 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.

DOMINION OF CANADA)
(IN THE MATTER OF
PROVINCE OF BRITISH COLUMBIA)) PERSONS evacuated from the Protected Area of British Columbia and who resided in Canada on July 18th, 1947.
(- and -
TO WIT:)
(IN THE MATTER OF
the Claim of MASUYE JINNOUCHI, pursuant to Federal Order-in-Council P.C. 1810.

I, MASUYE JINNOUCHI, of the City of Revelstoke, in the Province of British Columbia, DO SOLEMNLY DECLARE THAT:-

1. I am a person of the Japanese Race, Registration No. 09070, who was evacuated from the Protected area of British Columbia, and that I resided in Canada on July 18th, 1947.

2. At the time of my evacuation I resided at 679 Cordova East, Street, Vancouver, British Columbia.

3. I am now residing at the City of Revelstoke aforesaid.

4. I was the beneficiary under British Columbia Mutual Benefit Association Policy No. A/11543 and Provident Mutual Benefit Association Policy No. 4042, both of which Policies were on the life of Mrs. Hatsu Jinnai.

5. The said Mrs. Hatsu Jinnai was a resident of the City of Vancouver, aforesaid, at the time of taking out the aforesaid Policies and that in 1936 or 1937 she returned to Japan.

6. I am informed and verily believe that on October 9th, 1947, the said Mrs. Hatsu Jinnai died at Yamatomura, Yamakadogun, Fukuoka, Kyushu, Japan.

7. At the time of my removal from the Protected Area of British Columbia, I ~THROUGH MY AGENT, R. TAGASHIRA~ left written instructions with Mr. Harold D. Campbell, agent for the Custodian, to make payment, out of the assets which the Custodian was holding, of the premiums on the aforesaid Policies, among others; it had been my practice since 1937 to make the premium payments on these Policies.

8. On or about the month of May, 1943, it came to my

attention that premiums were not being paid in accordance with my instructions and that my agent, Mr. R. Tagashira, then wrote to the aforesaid Harold D. Campbell, who instructed him that the two Policies in question had expired by reason of non-payment of the premiums.

9. Had the said Policies remained in good standing on the death of the aforesaid Mrs. Hatsu Jinnai, I would have been in a position to receive a maximum amount of Five thousand five hundred ($5,500.00) Dollars.

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 Vernon, in the Province of British Columbia, this 2nd day of January, A.D. 1948.

Masuye Jinnouchi

A NOTARY PUBLIC in and for the Province of British Columbia.

C. W. Morrow, LL.B.
Barrister-at-Law, Solicitor
Notary Public
SOLICITOR FOR THE CITY OF VERNON

N. A. Davidson, LL.B.
PHONE 429 P.O. BOX 232

Vernon,
BRITISH COLUMBIA

10215

January 3rd, 1948.

The Director,
The Japanese Evacuation Section,
Office of the Custodian,
The Royal Bank Building,
VANCOUVER, B. C.

Vernon

Dear Sir: Re: Masuye Jinnouchi, R.Tagashira

The Honourable Mr. Justice H.I. Bird has referred your letter to him, dated December 29th and regarding the above Masuye Jinnouchi and R. Tagashira, to us for attention. We are not able to contact the parties herein without some difficulty, so that as time is getting short and as we have the original instructions of the above to launch the claim, we enclose herewith Mrs. Jinnouchi's declaration, with attached supplementary affidavit herein. The delay in filing can, if necessary, be explained.

We have noted the contents of your letter and although the facts contained therein are somewhat at variance with the information given us by our clients, we feel that it is just possible a claim may lie and that should the hearing be held at Vernon, as Mr. Justice Bird indicated, ~~it might be~~ the application would undoubtedly be spoken to at that time.

Yours faithfully,

C.W. MORROW,

Per:

Enc.
NAD:G

22nd December, 1947.

C.W.Morrow, Esq.,
Barrister, etc.,
Vernon, B.C.

Dear Sir:

Re: R.Tagashira, Mrs. M.Jinnouchi
and Mrs. Hatsu Jinnai Vernon

The terms of Reference for the Inquiry upon which I am now engaged do not include a claim such as that referred to in your letter of the 17th inst.

My authority is limited to investigating sales of real and personal property made by the Custodian at less than fair market value, and to loss of personal property vested in the Custodian whereby the Japanese owner sustained pecuniary loss equal to the fair market value of the property.

The time for filing claims by evacuated persons resident in British Columbia was extended to December 31st. Consequently there is time to file a claim if your clients so desire.

The Commission will sit in Vernon at a date to be fixed later, probably early in February. Perhaps in the circumstances you would like to speak to this claim, even though it does not appear that such a claim falls within the terms of the Reference.

I have sent your letter on to the Custodian, with the request that he investigate the situation and write you advising.

Yours truly,

FORM "JP"

FILE No. 10215
EXHIBIT No. 143/1

OFFICE OF THE CUSTODIAN

DATE 16/2/48
FILE Mr. Hunter

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: JINNOUCHI Masuye (Mrs Shigeo

HOME ADDRESS: 679 Cordova St., Vancouver, B. C.

REGISTRATION NUMBER 09070 SEX: Female AGE: 33

OCCUPATION: Housewife

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

EMPLOYER: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: (Deceased)

ADDRESS OF WIFE OR HUSBAND: ------

NAMES OF ANY LIVING CHILDREN: Masayuki (M) Aiko (F)

ADDRESS OF CHILDREN: 679 Cordova Street., Vancouver, B. C.

AGE OF CHILDREN: 13, 11.

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

1. LOCATION AND DESCRIPTION: None

"Disregard see original this file" "D"

2. BUILDINGS AND OTHER IMPROVEMENTS: None

3. INSURANCE (Give particulars; state where policies are) None

4. TAXES (Amount and where payable) None

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

6. OCCUPANCY AND LEASES (If vacant so state) None

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: None

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

9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Renting 2 room dwelling at 679 Cordova St, Vancouver, B. C.

2. LANDLORD'S NAME AND ADDRESS: R.Tagashira Co. 285 Hearley Ave.,

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

Monthly rental of $15.00. Paid up to date (May 31/42)

4. STATE WHEREABOUTS OF LEASE: None

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

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

STATEMENT OF PERSONAL PROPERTY OWNED:

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

None

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

None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY

None

FORM "JP

FILE No.....

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) None

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: Sun Life Assurance Co., $1500.00 Policy No. Unknown Beneficiary Son, Masayuki, Policy in Declarant's possession.

10. INTEREST IN ANY ESTATES OR TRUSTS

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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

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

Dated this 30th day of May 194?

(Signature) "Masuye Jinnouchi"

"A.G. McArthur
Witness

FOR DEPARTMENTAL USE

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

Date April 2/48

M Marshall

C
O
P
Y

EXHIBIT NO. 143/2
DATE 16/2/48
FILED BY
Mr. Hunter

5129

MEMORANDUM

5th June 1943

Re:- Life Insurance

Mr Tagashira called at this office and discussed the attached list with me and asked that we take care of payments of premiums and assessments from time to time as they fall due. He originally had arranged with the office of Harold Campbell to do this.

(signed) S.M.G.

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

Date: Apr. 2/48

B.L. M. Manstead

COPY

"with memo June 5/43" "2"

MEMORANDUM TO HAROLD D. CAMPBELL
FROM R. TAGASHIRA.

"The original to Campbell was Jan 12/43"

Will you kindly settle the following amounts for me from funds on hand to my credit from time to time as they fall due, and any other single outstanding accounts listed below:

Sun Life, Policy No. 2139579 - Mrs M. Jinnouchi
Premium $81.68

Provident Mutual Benefit Association,
Certificate No.4042 - Mrs Hatsu Jinnai
Premium unspecified -------

B. C. Mutual Benefit Association
Certificate No.A/11543 - Mrs Hatsu Jinnai
Premium unspecified .....

B. C. Mutual Benefit Association,
Certificate No.A/9983 - R. Tagashira
Premium unspecified ---------

Canadian Mutual Benefit Association
Certificate No.B-3197 - R. Tagashira
Premium unspecified .....

Western Mutual Benefit Association,
Policy No. 4392/5706- R. Tagashira
Premium unspecified .....

The Pacific Mutual Benefit Association
Policy No. 2689 - R. Tagashira
Premium unspecified .....

Dr. D.E.H. Cleveland
925 West Georgia Street, Vancouver, B. C.

Donald Jinnouchi $18.00

(sgd) R. Tagashira

IBIT NO. 143/2
E 16/2/48
ED BY
Mr. Hunter

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

Date: Apr. 2/48 B.L. M. Wanstall

Copy

EXHIBIT No. 143/3
DATE 16/2/48
FILED BY Mr. Hunter

5129/1

15th June 1943

Mr. Rinkichi TAGASHIRA,
Registration No. 07988,
REVELSTOKE, B.C.

Dear Sir;- Re:- Life Insurance

Further to our conversation of recent date, we wish to report as follows regarding outstanding premiums, etc. which you asked us to take care of for you:-

Sun Life Policy No. 2139579 - Paid up-to-date. Next premium becomes due on February 1, 1944. (re Mrs. M. Jinnouchi)

Provident Mutual Benefit Association. Certificate No. 4042. (Mrs. Hatsu JINNAI). We are advised that this policy has lapsed, and as Mrs. Jinnai is in Japan we would be unable to have it reinstated.

B.C. Mutual Benefit Association. Certificate No. A/11543 - (Mrs. Hatsu JINNAI). Policy lapsed.

B.C. Mutual Benefit Association. Certificate No. A/9983 - covering on your life; July 2nd assessment was paid on 7th June. The sum of $10.80 has been charged to your account here.

Canadian Mutual Benefit Association. Certificate No. B-3197 covering on your life. We are advised that this policy has lapsed and cannot be reinstated.

Western Mutual Benefit Association: On June 10th we paid the sum of $3.50 to cover Mortuary Reserve Trust Fund Call No. 34, which becomes due on July 15th next.

Pacific Mutual Benefit Association. Policy No. 2689. We are today making payment of two assessments past due and annual dues, totalling $15.00.

Regarding the sum of $18.00 owing to Dr. D.E.H. Cleveland for services rendered to Donald Jinnouchi, we have asked Dr. Cleveland to send us his bill for this amount. Payment of this account will be attended to by our Claims Department.

Yours truly,

S.M. Gibson
Insurance Department.

SMG:FM

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

April 2, 1948 B.L. Mulvihill

COPY

5129/2

14th July, 1943.

143/3
EXHIBIT No.
DATE 16/2/48
FILED BY
Mr. Hunter

Mr. Rinkichi TAGASHIRA,
Registration No. 07988,
P.O. Box 666,
Revelstoke, B.C.

Dear Sir: Re:-Life Insurance

Following receipt of your letter of June 24th, we have checked up as you requested with the three Mutual Benefit Associations, as follows:-

Re:- Provident Mutual Certificate No. 4042 - Hatsu JINNAI. This policy has been out of force since March, 1943. It would require a Certificate of health from Mrs. Jinnai before it could be reinstated and as I understand she is in Japan, this would be impossible.

Re:- B.C. Mutual Benefit Certificate A11543 - Hatsu JINNAI. This certificate has lapsed and cannot be reinstated for the same reason as in the case of the Provident certificate.

Mr. Vaux, Secretary of the B.C. Mutual, advises that they will discuss this matter at the next Director's Meeting which will be held in August, and advise if they would be willing to allow for any change in the above ruling.

Re: Canadian Mutual Benefit Certificate No.B-3197-R. TAGASHIRA This Certificate lapsed in December, 1942. Their age limit for accepting new business or reinstatements is 55 years and they are unable to entertain application for reinstatement in this case because you are apparently over the age limit.

Yours truly,

S.M. Gibson,
Insurance Department.

SMG:FM

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

April 2, 1948 B.L. M. Macdonald

COPY

P.O. Box 666,
Revelstoke, B.C.
June 24th, 1943

Mr. S.M. Gibson,
Insurance Dept.,
Vancouver, B.C.

EXHIBIT No. 143/3
DATE 16/2/48
FILED BY
Mr. Hunter

Dear Sir: Re:- Life Insurance

I received your letter dated June 15th list of insurance.

According to the list,

Provident Mutual Benefit Association Certificate No.4042 (Mrs.Hatsu Jinnai) We are advised that this policy has lapsed and as Mrs. Jinnai is in Japan we would be unable to have it reinstated.

B.C.Mutual Benefit Association. Certificate No. A/11543 (Mrs.Hatsu Jinnai) 9983
Policy lapsed.

Canadian Mutual Benefit Association, Certificate No.B-3197 covering on your life. We are advised that this policy has lapsed and cannot be reinstated.

Above lapsed three policy, can you give me advice what is the best way to do as responsible of Beneficial of first 2 policy.

Around 20th December 1942 I gave the whole list of what you sent me and many thousand dollars of money on Mr. H.D. Campbell's hand to take of such account and my Canadian Benefit Association account too.

On the other hand all those notified I understand will be followed to me if they mailed. But until today I did not receive such notification from those parties.

I do not want my policy lapsed. I was suprise to hear that Mrs. Hatsu Jinnai's policy was lapsed who is in Japan at present, therefore I was continuing payment until I heard about her. Therefore I wish you'd check again and make sure if that party did not make a mistake. If it has lapsed, how can I continue my policy and up to what date was it good to make claim of those policy if she was gone.
Expecting your advise.

Yours truly,

(signed) Rinkichi TAGASHIRA,
File 5129/1
Reg. No. 07988

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

April 2/48 B.L. M. Macdonald

EXHIBIT No. 143 - 4
DATE Feby 23. 48
FILED BY J.W.G. Hunter

MEMORANDUM TO HAROLD D. CAMPBELL
FROM R. TAGASHIRA

Will you kindly settle the following amounts for me from funds on hand to my credit from time to time as they fall due, and any other single outstanding accounts listed below:

1 Sun Life, Policy No. 2139579 - Mrs. M.Jinnouchi
Premium $ 81.68

2 Provident Mutual Benefit Association,
Certificate No. 4042 - Mrs. Hatsu Jinnai
Premium unspecified ---

3 B.C. Mutual Benefit Association,
Certificate No. A/11543 - Mrs. Hatsu Jinnai
Premium unspecified ---

4 B.C. Mutual Benefit Association,
Certificate No. A/9983 - H. Tagashira
Premium unspecified ---

5 Canadian Mutual Benefit Association,
Certificate No. B-3197 - R. Tagashira
Premium unspecified ---

6 Western Mutual Benefit Association,
Policy No. 4392/5706 - R. Tagashira
Premium unspecified ---

7 The Pacific Mutual Benefit Association,
Policy No. 2689 - R. Tagashira
Premium unspecified ---

8 Dr. D. E. H. Cleveland,
925 West Georgia Street, Vancouver, B.C.

Donald Jinnouchi $ 18.00

"R. Tagashira"

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

B.L.

April 2, 1948 M Adamstall

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EXHIBIT NO. 143 - 5
DATE 23 Feb. 1948
FILED BY J.W.G. Hunter

February 3, 1943.

Mr.Rinkichi Tagashira,
P. O. Box 666,
Revelstoke, B.C.

Dear Sir:

I duly received your letter of the 26th ultimo and am of the opinion that you have not interpreted my various letters correctly.

When you forwarded the telegram on the 14th of January, 1943, to "send list of names and amount of invoices which Mah purchased", this has been attended to by my giving you a complete statement, setting out the names of such suppliers, etc. (see my letters to you of January 6 and January 12, 1943.)

In regard to the furniture and fixtures referred to in the third paragraph of your letter, so far as I am aware it was not suggested at any time that a charge should be made for the chattels which comprise the office furniture and are quite apart, of course, from personal furniture of your own. The Agreement between you and Mr. J. Y. Lim does not set out anything in regard to charging such rental and if Mr. Lim is going to run the business in accordance with the mutual agreement between you and him, then it is necessary, of course, that the office furniture and fixtures should remain intact.

I am of the definite opinion that you will, in due course, do very well out of the business by having Mr. Lim manage same and if you begin to press for something more than was originally agreed to, you may cause a disturbance in the business and in the end suffer by so doing.

In regard to the audit fee, as already mentioned to you in my letter of the 19th ultimo, there was no audit fee of any sort charged during Mr. Frank Mah's regime and the account of $165.00 referred to in the fourth paragraph of your letter, covered services on your behalf which were set out in detail to you, a copy of the account given to you and your signature given me agreeing to such charge, which was extremely moderate under the circumstances. I find from my records that, in addition to the great deal of time put in by Mr. Messenger and myself, all members of my staff were working on your behalf and one of my Senior Assistants spent fourteen days during the month of December, doing nothing else but your work; that is to say, straightening out the mess in regard to inventories, etc., and producing results which were necessary in order to start Mr. Lim off on a proper basis.

The account rendered was up to December 15, 1942, and since then, following your instructions by telegraph and in writing, I have put in quite a great deal of extra work which I expect, of course, to be paid for by you.

Coming to the last paragraph of your letter, I have not prepared any statement as at January 15, 1943, as the most logical period is the end of each month and I am therefore making arrangements to have a statement forwarded to you, dated from the time Mr. Lim took over to January 31, 1943 and hereafter monthly statements will be forwarded. You must realize that to break into a month in order to prepare a statement is awkward, and I feel sure that you will find it more satisfactory to have statements prepared to the end of each month during the time Mr. Lim is running the business.

You can also be assured that to the best of my ability I shall, at all times, protect your interests in the business.

It was rather unfortunate that Mr. Frank Mah did not keep his records in a clear and concise manner but for your information I may say that Mr. Lim has installed a very excellent bookkeeping system, including a perpetual inventory, which is being kept up to date and which was installed, on my suggestion, by a member of my staff.

Mr. Messinger has contacted Mr. macLennan to enquire if he remembers any arrangement or verbal agreement that there should be a rental charge for the office furniture and equipment and he advises that he has no recollection of this, and further points out that there was no such charge in either the proposed arrangement with Mr. Hem or the agreement with Mr. Frank Mah and under these circumstances he considers it impossible to insist on Mr. Lim paying for such a charge in view of the fact that it is not included in the agreement. I therefore suggest, as above, that it would be advisable for you to drop this idea.

Yours very truly,

(Sgd.) H. D. CAMPBELL

HDC:JM Agent for the Office of the Custodian.

P.S. As requested by you I have paid the various Mutual Benefit Associations the amounts due to them but in acknowledging payment of $7.00 the Provident Mutual Benefit Association advise me that there is now an amount of $5.00 due for Annual Dues. Please advise me if it is in order to pay this and also if in order to pay other dues and assessments for Life Insurance if, as and when they become due. H.D.C.

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

April 3, 1948 B.L. M. Wanstall

143-6

COPY

EXHIBIT No. 23 Feb. 1948
DATE
FILED BY J. W. G. Hunter

March 8, 1943.

Mr. R. Tagashira,
P. O. Box 666,
Revelstoke, B. C.

Dear Sir:

I received your telegram at the beginning of last week and must apologize for not having forwarded the statement of the Heatley Trading Co. for the period ending January 31, sooner. At the time I made the audit, and later, after taking up certain items with Mr. J. Lim, I had to make a few adjustments which necessitated re-setting up the statements.

Enclosed please find Profit and Loss statements for six weeks ending January 31, 1943 which shows a net loss of $192.74 for the six weeks period. This may be accounted for in several ways:

1. There is charged against the business the sum of $85.00 paid to Messrs. Norris & MacLennan for legal expense. The expenses also included new books and records which the Company had to purchase. There is also charged $37.50 for 1½ months Audit.

2. There is also to be taken into account the fact that for the first few weeks after the beginning of their operations, particularly in December when plans were being laid, they did very little business, but apparently much progress is now being made and the statement for February, which I hope to send you very soon, should certainly show a marked improvement.

3. In the commencement of any new business, there is always extra expense in connection with office supplies, new stationery, etc., and in the case of the Heatley Trading Co. this would happen when Mr. Lim took over. That accounts for the item of $67.62 shown (~~on the statement as the third item under General and Administrative~~) on the statement as the third item under General and Administrative Expenses. The item of $49.72 under General Expense is also an extra-ordinary expense due to the organization of the business under the new Manager. However, this does not concern you particularly as any expense over and above the $350.00 allowed is chargeable to Mr. J. Lim.

For your information one salary has been set at $150.00 per month and the other salaries at $100.00 and $70.00 per month respectively for two employees. The Company has now a very good bookkeeping system which includes a perpetual inventory. In addition to the book inventory as at the end of February, 1943, an actual inventory was taken which balanced with the Perpetual inventory to within a few packages of cigarettes.

In regard to the present statement for the six weeks ended January 31, 1943, I found that the salaries not having been fixed, one employee had drawn $245.00 for the six weeks and the two other assistants $284.50 for the same period. The difference in these has been charged against said employees to be deducted in February. The rent was also paid for two months, being a half month in advance, and I have also adjusted this in the present statement. In regard to telephone, this was shown as $18.32 for the six weeks period instead of $13.50 and a difference of $4.82 is probably a legitimate charge against you personally.

Mr. R. Tagashira, (Continued) March 8, 1943.

If there are any questions arising out of the statements I should be glad if you will kindly contact me from time to time as I do not wish any misunderstandings to arise.

On the 16th day of February I had a meeting in my office with Messrs. Jim Lim, John Lim, Peter Hem and my assistant Mr. R. C. Messenger. At that meeting I suggested that all salaries should be fixed and Mr. Jim Lim therefore arranged immediately that from the very commencement his son John Lim should receive a salary of $150.00 per month and his two assistants $100.00 and $70.00 respectively.

I understand the Profit and Loss Statement for February is now being completed by John Lim and should be available to forward to you shortly. The sales for February apparently are in excess of $8,000.00 for the month which I consider quite a satisfactory increase. I might also add that the deliveries from the Imperial Tobacco Co. have been stepped up considerably, a delivery of over $2,000.00 being received on the last day of February. This, of course, is not reflected in February sales but should certainly reflect a further increase in the sales for March. The delivery referred to above brought the actual deliveries from the Imperial Tobacco Co. for February to or over $4,000.00 which, I think you will agree, is most satisfactory.

I hope you will appreciate the effort that has been required by myself and Mr. Messenger to insure this increase in supplies available for the Heatley Trading Co. The continued satisfactory operation of the Company is now assured - all manufacturers are now making deliveries satisfactorily.

In my recent letter to you I pointed out that the premiums due on insurance on your own life and that of Mrs. Jinnouchi are accumulating and I have no instructions from you to pay these as they come due. The only payments which I was in a position to make were in connection with particular premiums due and included in the list of payments which you requested me to settle on your behalf. Will you therefore give me, immediately, an open order to pay all premiums on yours and Mrs. Jinnouchi's life as these fall due. I do not know just what the position of these policies is in respect to their reserve, but is possible that some of these contracts may lapse if the premiums are not settled promptly. Please give this matter your immediate attention.

Yours very truly,

(Sgd.) H. D. CAMPBELL

HDC:JM
Encl.

Agent for the Office of the Custodian.

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

APRIL 5, 1948

B. I. Lemer

COPY

EXHIBIT No. 143-7
DATE 23 Feb. 1948
FILED BY J. W. G. Hunter

April 1, 1943.

R. Tagashira, Esq.,
P. O. Box 666,
Revelstoke, B. C.

Dear Sir:

I enclose herewith an amended Profit and Loss Statement for the six weeks ended January 31, 1943. At the time this was prepared I was of the opinion that in addition to the allowance of $350.00 per month for expenses the rent and audit fees were also to be allowed before distribution. I now have before me a copy of the Agreement between you and Mr. Lim and find that I was in error in regard to these matters.

There is no change, of course, in the actual figures showing a Net Loss of $192.74 for the six weeks ended January 31, 1943, but taking the Gross Profit at $660.25 and deducting the expenses shown on the amended statement the Loss for distribution is only 75¢ for the six weeks period. Of this your share is only 22¢.

I also enclose statement for the month of February, 1943 which, after deduction of the $350.00 expenses allowed as per Agreement leaves an amount of $519.03 for distribution. Of this Mr. J. Lim's share is $363.32 and your share $155.71.

As the accounting system of the Company is now properly installed there should be less difficulty in preparing these monthly statements in future and they should reach you more promptly than in the past.

I understand that the gross sales for the month of March are in the neighbourhood of $10,000.00 so that the results for that month should be very favourable. I expect to make the audit for March during the course of next week and shall forward a statement to you as soon as possible after that.

In regard to the delay in your receipt of mail from me, I am of the opinion that the fault lies entirely with the authorities who are probably censoring letters before they reach you. I mention this as I understand that Mr. MacLennan received from you a letter dated about two weeks after my last letter to you was forwarded and up to that date you had not received my letter. In accordance with arrangements which are now made this delay in receipt of letters by you should be remedied.

I shall be glad to hear from you at your earliest possible convenience in regard to the statements now submitted and feel sure that you will be well satisfied with the statement now submitted for the month of February.

You have not yet answered my letter requesting consent from you to pay Life Insurance Premiums, etc., and I therefore trust you have not loverlooked this matter.

Yours very truly,

(Sgd.) H. D. CAMPBELL

Agent for the Office of the Custodian.

HDC:JM
Encl.

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

DATE: April 5, 1948

B. J. Lemon

C.D. 2X

CLASS OF SERVICE	
Full Rate	
Day Letter	X
Night Message	
Night Letter	
Evening and Sunday Messages	

Please mark an X opposite the class of service desired.

CANADIAN PACIFIC TELEGRAPHS

World Wide Communications

W.D.NEIL, GENERAL MANAGER OF COMMUNICATIONS, MONTREAL

CHECK

TIME FILED

Send the following message, subject to the conditions on the back thereof, which are hereby agreed to.

COPY

VANCOUVER, B. C., APRIL 13, 1943.

RINKICHI TAGASHIRA,
BOX 666, REVELSTOKE, B. C.

HAVE REPEATEDLY DRAWN YOUR ATTENTION THAT I HAVE NO AUTHORITY FROM YOU TO PAY YOUR INSURANCE PREMIUMS FALLING DUE STOP IF ANY POLICIES CANCELLED FOR NON PAYMENT OF PREMIUM IT WILL BE ENTIRELY YOUR RESPONSIBILITY UNLESS INSTRUCTIONS RECEIVED TO SETTLE SAME STOP HEATLEY TRADING CO MARCH SALES OVER SIXTEEN THOUSAND STATEMENT FORWARD SHORTLY.

(H. D. CAMPBELL.
AGENT FOR THE OFFICE OF THE CUSTODIAN

EXHIBIT No. 143-8

DATE 23 Feb. 1948

FILED BY J. W. G. Hunter

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

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

DATE: APRIL 5, 1948

C.D. 2X

CLASS OF SERVICE	
Full Rate	
Day Letter	
Night Message	
Night Letter	
Evening and Sunday Messages	

Please mark an X opposite the class of service desired.

CANADIAN PACIFIC TELEGRAPHS

World Wide Communications

W.D.NEIL, GENERAL MANAGER OF COMMUNICATIONS MONTREAL

CHECK

TIME FILED

Send the following message, subject to the conditions on the back thereof, which are hereby agreed to.

COPY

RW D 56/55NL

REVELSTOKE B C APRIL 13

HAROLD D CAMPBELL
AGENT FOR THE OFFICE OF THE CUSTODIAN 808-812 STANDARD BANK BLDG VANCOUVER

RECEIVED YOUR WIRE I WANT YOU TO SETTLE ALL INSURANCE POLICY ALSO ACCORDING TO THE MEMORANDUM WHICH I GAVE YOU AT YOUR OFFICE DECEMBER ALSO MX YOU HAVE MADE A COPY OF THE MEMORANDUM JANUARY 19 I WANT TO DRAW YOUR FULL ATTENTION TO THE ABOVE MENTIONED MEMORANDUM LIST FULLY SETTLED WITHOUT ANY CANCEL OR COLLAPSE

R. TAGASHIRA

725P

EXHIBIT No. 143-P

DATE 23 Feb. 1948

FILED BY J. W. G. Hunter

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

DATE: April 5, 1948 B. I. Larsen

CASE 143 - MASUYE JINNOUCHI

originals in Custodian claim file 143. KJB

EXHIBIT No. 143-10
DATE 23 Feb. 1948
FILED BY J. W. G. Hunter

This Exhibit is the Certificate of Membership in the Provident Mutual Benefit Association stating that Mrs. Hatsu Jinnai of Vancouver is a member of this society and that it will pay to Masuye Jinnouchi at the death of the registered member "an amount equal to the amount received by virtue of an assessment of $1.00 on each and every member in good standing at the time of death of such registered member, such amount not to exceed $3000.00"; signed March 2, 1936 by C.C. R. Hunter, President and M.C. Pym, Secretary. (card attached)

EXHIBIT No. 143 - 11
DATE 23 Feb. 1948
FILED BY J. W. G. Hunter

This Exhibit is the Certificate of Membership in the British Columbia Mutual Benefit Association, Membership Certificate No. A-11,543, Date of Issue July 6th, 1935, showing: "Does hereby agree with Mrs. Hatsu Jinnai, of Vancouver, B.C. registered as a Member of the Association, to pay at its Head Office at Vancouver, B.C., to Masuye Jinnouchi, (Sister-in-law) ..... etc. shall receive One Dollar ($1.00) from each and every member in good standing at the time of death of such member, and that if and when the membership exceeds 2,500 the said beneficiary shall receive a specified sum from each and every member in good standing as aforesaid, namely the proportion of One Dollar ($1.00) which 2,500 bears to the membership of the Association in actual members.": signed at the City of Vancouver on the 6th day of July 1935 by President and Secy-Treas. - Signatures Illegible.

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

DATE: April 5, 1948

B. I. Lamont

HAROLD C. CAMPBELL
Chartered Accountant
808-812 Standard Bank Building
Vancouver, B.C.

Telephone
Pacific 1357

January 19, 1943.

Mr. Rinkichi Tagashira,
P.O. Box 666,
Revelstoke, B. C.

EXHIBIT No. 143 - 12
DATE 23 Feb. 1948
FILED BY
J.W.G. Hunter

Dear Sir:

This is to acknowledge receipt of your letter of the 15th inst. and I am replying to your enquiries in detail as follows:

As the Agreement which you entered into with Mr. Frank Mah provided that no credit was to be extended, the accounts receivable, as per my statement, are therefore Mr. Frank Mah's responsibility entirely and I am looking to him for their collection. These amount to $69.48 owing by the Steveston Drug and $26.79 by Johnstons. I am enclosing herewith a copy of my letter to Mr. Frank Mah in this connection, under date of January 14. In event of his non collection of these items they will naturally be charged to any amount accruing to him under your previous arrangement with him.

With regard to the office furniture and equipment, I have been advised by the Office of the Custodian, the information being confirmed by Mr. McCrossan's office, that all personal furniture and chattels previously located on the premises of the Heatley Trading Co. have been removed to storage to Crone Storage Co. Ltd. This has been done, I understand, under authority of Mr. McCrossan's office and is only logical in view of the fact that I am advised by the Protection Department of the Office of the Custodian, that you refused to avail yourself of the storage provided by the Custodian and that these chattels had to be removed from the premises on which your business is being continued. The particular typewriter desk which you mention is in use now that the other furniture has been removed and is not in any danger from any hot water heater.

With regard to your request to me to suggest a reasonable price for renting to your own manager the furniture and fixtures of the business premises, I wish to advise that I am at an absolute loss to understand your intention. These are definitely part of the business and/or the premises which were turned over to your Manager, J. Y. Lim, under your Owner-Manager Agreement. Just how you expect to tax Mr. Lim for additional rental for the chattels is something that is beyond my understanding. I can only conceive that the whole matter is a misunderstanding.

With regard to the third paragraph of your letter, I have

to advise you that there was no blank sheet of paper signed by you but that my Secretary was typing, under pressure, a list of accounts payable by yourself, mainly for insurance premiums, which you wished me to settle on your behalf out of monies receivable to be paid to me by Mr. J. Y. Lim from the sale of the stock on hand. This was not entirely completed when you had to leave and the sheets were taken from the typewriter and signed. This was duly completed and a copy retained by myself, one sent to the Office of the Custodian and I understand that a copy was forwarded to you under cover of my letter of the 6th inst. As this has apparently not been received or has been mislaid by you, I am enclosing herewith a copy for your records.

With regard to the stock inventory as at December 8, a special copy of this was typed off in my office and handed to you on your departure. In event this has also been mislaid, I am enclosing to you herewith a carbon copy of same.

I cannot understand the matters outlined in the last paragraph of your letter. I have never, at any time, made any charge for auditing fees against either you, R. Tagashira & Co. or the Heatley Trading Co. to Norris & MacLennan. In addition, there was no charge for audit fee for the period during which Frank Mah was in charge of the operation of your Company. The only fee which I have charged to you is an amount of $165.00 for the reconciliation of Frank Mah's operation to December 15, 1942, which account was submitted to you, accepted and authorized for payment against monies held by me to your credit. Any account which may be on Norris & MacLennan's books charged against you can certainly have no connection with any account which I have against you.

With regard to the proposed charge for audit fees under the present Owner-Manager Agreement, my conception is that there is no particular amount stated. It is more or less understood that outside of setting up the books of the Company and the necessary supervisory work with regard to their proper operation and the balancing of same in order to instruct the Manager in making a Profit and Loss Statement at the end of the first month - this for the proper future guidance of your Manager - it is my understanding that there will only be a complete audit made every six months, but in addition I shall be making a monthly check of sales, purchases and expenses, etc. It is provided by the Contract that an audit can be made oftener, but only at the expense of the party requesting it.

Yours very truly,

" H. D. Campbell "

RCM:JM
Encl.

Agent for the Office of the Custodian.

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

April 5, 1948 B.L. Mulvaney

EXHIBIT No. 143-13
DATE 23 Feb 1948
FILED BY n.a. Davidson

R. TAGASHIRA — File No. 5129.

		Debits	Credits	Balance
1943				
				Inventory
Jan. 20	By Cash		$ 2,951.67	#3393.55
Jan. 21	To Ck. H. D. Campbell	$ 165.00		295-1.67
	" " Royal Can. Tobacco	272.24		441.58
28	By Cash - W. L. McKenzie & Co. re refund adj. purchases by Heatley during F. Mah operation		19.88	$ 2,534.31 CR.
Feb. 1	To Ck. Can. Mutual Benefit Ass'n.	3.00		
	To Ck. Pacific Mutual Benefit Ass'n.	5.00		
	To Ck. Provident Mutual Benefit Ass'n.	7.00		
	To Ck. B. C. Mutual Benefit Ass'n.	9.60		2,509.71 CR.
5	By Cash - Heatley re rent Dec. & Jan. $25.00 as part Feb. rent		100.00	2,609.71 CR.
26	By Cash - J. Y. Lim, bal. of amt. due re inventory		441.58	3,051.29 CR.
Mar. 18	By Cash - Heatley Trading, Feb. rent (balance)		25.00	
Apr. 9	By Ck. - Heatley Trading, March rent		50.00	
" 30	By Ck. - Heatley Trading, April rent		50.00	
Mar. 25	To Ck. - Custodian of Enemy Property	2,000.00		
31	To Ck. Benson & Hedges - c/s acct. 1941	12.16		
Apr. 15	To Ck. Western Mutual Benefit Ass'n.	12.50		1,151.63 CR.
June 1	By Heatley Trading - May Rent		50.00	
2	By Canadian Chewing Gum Sales Ltd.		.89	
May 17	To Ck. H. D. Campbell (settlement of account as agreed by Tagashira)	125.00		
June 14	By Heatley Trading Co. June rent		50.00	1,127.52 CR.
11	To Ck. Custodian	1,000.00		
July 7	By Ck. Steveston Drug - Pay o/s acct. (Frank Mah) $69.48 less ex. $.25		69.23	
	By Ck. Heatley Trading Co. July/43 rent		50.00	
9	By Ck. M. B. Johnston - Steveston o/s acc't. owing for goods (Frank Mah) $25.50 less ex. $.25		25.25	272.00 CR.
16	To Ck. Collection chgs. on $375.00	18.75		
Aug. 16	By Heatley Trading Co., Rent Aug. 1 to Aug. 31		50.00	
28	To Coll. Fees	2.50		
Sept. 13	By Ck. Heatley Trading Co. Rent 1/9 - 30/9/43		50.00	
17	By Ck. Heatley Trading Co. 6 mos. share net profits due to R. Tagashira		1,278.05	
Oct. 14	By Ck. Heatley Trading Co. Rent 1/10 - 31)10/43		50.00	1,678.80 CR.
Nov. 3	To Coll. Fees on $100.00	5.00		
8	By Heatley Trading Co. Rent 1/30 Nov.		50.00	
Dec. 9	To Collection Fee	2.50		
	To Custodian - cheque	1,546.25		
13	By Heatley Trading Co. December rent		50.00	225.05 CR.

Forward

	Forward				$ 225.05 CR.
1943 Dec. 20	To Coll. Fees on $50.00	$	2.50		
	To Ck. Custodian (rent)		47.50		
1944 Aug. 19	By Heatley Trading Co. Bal. R. Tagashira profits to 31/12/43			$ 2,393.57	
Nov. 9	By Heatley Trading Co. Bal. R. Tagashira profits to 30/6/44			3,036.91	
1945 Jan. 11	By Heatley Trading Co. Bal. R. Tagashira profits to 8/12/44			2,515.60	$ 8,121.13 CR.

April 6/45 entry.
See other statement

CD 1M

CANADIAN PACIFIC TELEGRAPHS

World Wide Communications

STANDARD TIME

W. D. NEIL, GENERAL MANAGER, MONTREAL

20VR F 19/16 COLLECT

VX VANCOUVER BC FEB 21 1948 1138 AM

C W MORROW
SOLICITOR VERNON BC

ASSESSMENT MADE DECEMBER FIFTEENTH FORTYTWO ADDRESSED TO MRS HATSU

JINNAI 285 HEATLEY AVENUE VANCOUVER BC

B C MUTUAL BENEFIT ASSOCIATION

1147A

EXHIBIT No. 143-14
DATE 23 Feb 1948
FILED BY M. A. Davidson

EXHIBIT No. 143-15
DATE 23 June 1949
FILED BY I a mackenzie

TRANSLATION.

No. 1 of 920 TOKUMASA, OAZA, YAMATO-MURA, YAMAKADO-GUN, FUKUOKA-KEN.
HOUSEHOLDER — TSURUMATSU OTSUBO'S ELDER SISTER MARRIED TO MORIZO JINNAI (SOMETIMES READ AS MORIZO JINNOUCHI) ON FEBRUARY 1st, 2nd YEAR OF TAISHO (1913), AND REGISTERED AS LAWFUL WIFE ON THE SAME DAY.
HUSBAND MORIZO DIED JUNE 29th, 10th YEAR OF SHOWA (1935), AND MARRIAGE WAS DISSOLVED.
THE WIFE OF MORIZO DIED AT 4.30 A.M., OCTOBER 9th, 22nd YEAR OF SHOWA (1947) AT 1 of 920 TOKUMASA, OAZA, YAMATO-MURA, YAMAKADO-GUN, FUKUOKA-KEN.
TSURUMATSU OTSUBO, INMATE OF THE HOUSE, REPORTED OF HER DEATH ON THE 10th TO THE MAYOR OF THE VILLAGE, Kiyoshi FUJIKI, AND IT WAS PUT ON RECORD ON THE 9th NOVEMBER OF THE SAME YEAR.

No. 8 of 95 MISE, OAZA, MISEMURA.
HOUSEHOLDER — EIKICHI SONODA'S FOURTH DAUGHTER MARRIED TO SHIGEŌ JINNAI ON FEBRUARY 7th, 2nd YEAR OF SHOWA (1927), AND WAS REGISTERED AS LAWFUL WIFE ON THE SAME DAY.
DUE TO HUSBAND OF SHIGEŌ'S DEATH ON SEPTEMBER 15th, 6th YEAR OF SHOWA (1931), THE MARRIAGE WAS DISSOLVED.

WIFE OF GREAT-UNCLE.					GRANDMOTHER.			
BIRTH		TO CONTINUE FAMILY LINE	MOTHER	FATHER	BIRTH		MOTHER	FATHER
DECEMBER 2nd 41st YEAR OF MEIJI (1908)	MASUE	DECEASED UNCLE WIFE OF SHIGEO	KUI	EIKICHI SONODA	AUGUST 26th 22nd YEAR OF MEIJI (1889)	HATSU	AKURI	ZENJIRO OTSUBO
			FOURTH DAUGHTER				ELDEST DAUGHTER	

THIS IS TO CERTIFY THAT NO DUPLICATE HAS BEEN ISSUED.

(SIGNED) EIJI KIMURA.
MAYOR OF MISE-MURA, ~~KANAGAWA~~ KANZAKI-GUN, SAGA-KEN.

2nd PAGE.

PERMANENT PLACE OF REGISTER.	FORMER HOUSEHOLDER
No. 2780 FUJIWARA, OAZA, MISE-MURA, KANZAKI ~~KANAGA~~-GUN, SAGA-KEN.	MORIZO JINNAI (JINNOUCHI)

PRESENT HOUSEHOLDER				
	BIRTH	MOTHER	FATHER	CONTINUATION OF FAMILY
BUNJI JINNAI (JINNOUCHI)	JANUARY 7th 32nd YEAR OF MEIJI (1899)	DECEASED, SHIMA ELDEST SON	DECEASED MORIZO JINNAI	DECEASED MORIZO JINNAI (ELDEST SON)

Translated by

I. C. Smith

October 21st 1948

EXHIBIT No. 143 - 16
DATE 23rd June 1949
FILED BY
D.T.Braidwood

COPY.

September 30, 1942.

5129

Harold D. Campbell Esq.,
Standard Bank Building,
Vancouver, B.C.

Dear Sir:

Rinkichi Tagashira

Further to the conversation which you had with our Mr.Alexander in regard to the affairs of the above, it is our understanding that you have made arrangements with Mr.Tagashira to act on his behalf as a Chartered Accountant.

It also appears to be desirable that you should be appointed as our Agent in connection with Mr.Tagashira's Wholesale Tobacco business and we are enclosing our authorization to investigate and take control on our behalf.

Yours truly,

F.G.Shears,
Assistant Manager.

FGS/PMH

Encl.

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

March 28, 1950. G. Norrington

EXHIBIT No. 143 - 17
DATE 23 June 1949
FILED BY
D.T.BRAIDWOOD.

COPY.

April 1, 1943.

R. Tagashira, Esq.,
P.O.Box 666,
Revelstoke, B.C.

Dear Sir:

I enclose herewith an amended Profit and Loss Statement for the six weeks ended January 31, 1943. At the time this was prepared I was of the opinion that in addition to the allowance of $350.00 per month for expenses the rent and audit fees were also to be allowed before distribution. I now have before me a copy of the Agreement between you and Mr.Lim and find that I was in error in regard to these matters.

There is no change, of course, in the actual figures showing a Net Loss of $192.74 for the six weeks ended January 31, 1943, but taking the Gross Profit at $660.25 and deducting the expenses shown on the amended statement the Loss for distribution is only 75¢ for the six weeks period. Of this your share os only 22¢.

I also enclose statement for the month of February 1943, which, after deduction of the $350.00 expenses allowed as per Agreement leaves an amount of $519.03 for distribution. Of this Mr.J.Lim's share is $363.32 and your share $155.71.

As the accounting system of the Company is now properly installed there should be less difficulty in preparing these monthly statements in future and they should reach you more promptly than in the past.

I understand that the gross sales for the month of March are in the neighborhood of $10,000.00 so that the results for that month should be very favorable. I expect to make the audit for March during the course of next week and shall forward a statement to you as soon as possible after that.

In regard to the delay in your receipt of mail, from me, I am of the opinion that the fault lies entirely with the authorities who are probably censoring letters before they reach you. I mention this as I understand that Mr.MacLennan received from you a letter dated about two weeks after my last letter to you was forwarded and up to that date you had not received my letter. In accordance with arrangements which are now made this delay in receipt of letters by you should be remedied.

I shall be glad to hear from you at your earliest possible convenience in regard to the statements now submitted and feel sure that you will be well satisfied with the statement now submitted for the month of February.

You have not yet answered my letter requesting consent from you to pay Life Insurance Premiums, etc., and I therefore trust you have not overlooked this matter.

Yours very truly,
(sgd) H.D.CAMPBELL
Agent for the Office of the Custodian.

HDC:JM
Encl.

CERTIFIED A TRUE COPY
"H.D.CAMPBELL"

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

March 28, 1950. G. Norrington

May 1, 1943.

DOCUMENT No. 143-18
DATE 23 June 1949
FILED BY D.J. Braidwood

Rinkichi Tagashira, Esq.,
P.O. Box 666,
Revelstoke, B. C.

Dear Sir:

I have for acknowledgment your letter of the 27th of April received yesterday. I note that you have received my letter of April 22, together with the statement of Profit and Loss for the Heatley Trading Co. for March, 1943.

The contents of the balance of your letter is taken up entirely with the matter of the remuneration for my services, without any mention whatsoever of the development of your business under my guidance and protection. You apparently feel that the cost of my services, in serving you personally, in maintaining and developing your business as your financial agent, for some reason should be paid by the Custodian, in other words the Government and in the last analysis, the Canadian taxpayers. This seems to me an absurd assumption. That all the information which you have required from time to time, to enable you to personally audit operations, which I have already audited on your behalf, should be paid by the taxpayers is simply ridiculous.

Please understand your business is not being operated by the Government but by a Manager, appointed by yourself under my direction and protection as your appointed representative, with the Custodian's approval only. In every case where a controller is continuing to operate a Japanese business, the cost of such operation, including the controller's fees, is naturally chargeable against the operation of the business. In your particular case my normal charges are against the business, but in view of the profit sharing basis of the Owner-Manager Agreement, it is impossible to charge to the business the services, which I have in the past performed for you at your personal request and which, in the main, were unnecessary except to satisfy you of my ability, as a Chartered Accountant, to perform a normal function of a Chartered Accountant.

I am not permitted, and have not charged to the Office of the Custodian, any fees whatsoever unless I have been required to perform some duty or prepare some statement for that Office which they judge necessary for their records. My services fall naturally into the following classes:

(1) Auditing of the Co's. books. This is chargeable to the Company.

(2) Obtaining additional information over and above Profit and Loss Statements; drafting this information in letter or statement form; engrossing the submitting to you. As this information is for your personal edification and at your personal request, it is not chargeable to the Company but to you personally.

(3) Mr. Messenger's continued services in maintaining and protecting the operation of this business. To develop this business from $6,000.00 per month to $16,000.00 per month in the three month period, has necessitated continuous efforts and contacts with the suppliers on Mr. Messenger's part, which you must admit has been

very much to your advantage. In addition to this, in order to re-establish the customers list, to which Heatley Trading Co. can sell, mumerous conferences with the Wartime Prices and Trade Board and continuous arguments with competing jobbers have been involved. There has been one complaint after another made to the Wartime Prices and Trade Board which Mr. Messenger has had to take up and counteract.

A week ago a serious complaint and allegation against the operation of the Company was formally lodged with the Wartime Prices and Trade Board by the Jobbers' Association, resulting in a thorough investigation by the Investigation Department of that Board. This took up almost three solid days of Mr. Messenger's time, in obtaining evidence that the allegations were untrue and unfounded, in conferences with the Officials of the Wartime Prices and Trade Board, and in drafting lengthy statements and reports to them. This immediate matter has been dealt with satisfactorily but there is nothing more certain than that continued efforts will be made from time to time to discredit, harm and if possible terminate the operation of the Heatley Trading Co. This is understandable in view of the racial prejudice developed by the war situation. I think it should be understandable to you that the competing jobbers, who seriously resented even the continued operation of your business on its reduced basis last year, are even more resentful of the increasing volume of business being done, bringing the business gradually back to its position before the war situation arose. There is no doubt whatsoever that my services have been essential to you in the past and my fees to you in their connection more than justified, together with my account which is going forward to you in the near future. I do not think that it is open to doubt that my services will be just as essential in the future. That however, is for you to decide.

Your statement that you were advised by Mr. Messenger and Mr Mizuhara that all charges in connection with your Company would be paid by the Custodian's Office is not only untrue but ridiculous. You were advised that it would cost nothing to register the property with that Office and to obtain the protection afforded the Japanese under the Order in Council establishing that Office. The businesses of the other Japanesse tobacco jobbers who did not declare their property are closed up and from my own knowledge, despite a number of attempts on the part of the previous operators, are unable to re-establish their business. My personal feeling is that the protection affoded you by the Custodian's Office has been very adequate and the results thereof should be extremely satisfactory to you, and that you should also be extremely satisfied with the way your business has been and is being developed under your Manager in conjunction with my and Mr. Messenger's efforts on your behalf.

I would draw your attention to the conference in my office in December last, at which time my account for services rendered to that date was submitted to you, examined by you and authorized for payment by you in writing. If you were actually uhder the impression that charges for my services were payable by the Custodian, how can you reconcile the above payment with your present attitude?

You state in your letter that there are a number of questions and services which you apparently wish to request me to attend to. As outlined above the time and expense involved in obtaining the information required and drafting the reports to you thereon will be chargeable to yourself. I cannot see, in view of the satisfactory operation of the business, that these can be in anyway necessary to yourself except to satisfy your personal curiosity as to numerous minor details which are of no importance to the actual situation. I am prepared to attend to such requests if you feel that they are of sufficient importance for you to pay for the services required in obtaining the information for you, but in your own interests suggest that you keep these to a minimum as I can see no point in wasting your money and my time simply to satisfy your curiosity, however natural it may be.

I am forwarding your letter of the 27th inst., to the Office of the Custodian together with a copy of this letter, requesting them to write you direct in connection with the basis of charges in connection with the Heatley Trading Co.

Yours very truly,

"H. D. CAMPBELL"

RCM:JM

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

March 28, 1950. G. Barrington

March 8, 1943.

EXHIBIT No. 143-19
DATE 23 June 1949
FILED BY D. L. Braidwood

Mr. R. Tagashira,
P. O. Box 666,
Revelstoke, B. C.

Dear Sir:

I received your telegram at the beginning of last week and must apologize for not having forwarded the statement of the Heatley Trading Co. for the period ending January 31, sooner. At the time I made the audit, and later, after taking up certain items with Mr. J. Lim, I had to make a few adjustments which necessitated re-setting up the statements.

Enclosed please find Profit and Loss statements for six weeks ending January 31, 1943 which shows a net loss of $192.74 for the six weeks period. This may be accounted for in several ways:

1. There is charged against the business the sum of $85.00 paid to Messrs. Norris & MacLennan for legal expense. The expenses also included new books and records which the Company had to purchase. There is also charged $37.50 for 1½ months Audit.

2. There is also to be taken into account the fact that for the first few weeks after the beginning of their operations, particularly in December when plans were being laid, they did very little business, but apparently much progress is now being made and the statement for February, which I hope to send you very soon, should certainly show a marked improvement.

3. In the commencement of any new business, there is always extra expense in connection with office supplies, new stationery, etc., and in the case of the Heatley Trading Co. this would happen when Mr. Lim took over. That accounts for the item of $67.62 shown on the statement as the third item under General and Administrative Expenses. The item of $49.72 under General Expense is also an extraordinary expense due to the organization of the business under the new Manager. However, this does not concern you particularly as any expense over and above the $350.00 allowed is chargeable to Mr. J. Lim.

For your information one salary has been set at $150.00 per month and the other salaries at $100.00 and $70.00 per month respectively for two employees. The Company has now a very good bookkeeping system which includes a perpetual inventory. In addition to the book inventory as at the end of February, 1943, an actual inventory was taken which balanced with the Perpetual inventory to within a few packages of cigarettes.

In regard to the present statement for the six weeks ended January 31, 1943, I found that the salaries not having been fixed, one employee had drawn $245.00 for the six weeks and the two other assistants $284.50 for the same period. The difference in these has been charged against said employees to be deducted in February. The rent was also paid for two months, being a half month in advance, and I have also adjusted this in the present statement. In regard to telephone, this was shown as $18.32 for the six week period instead of $13.50 and a difference of $4.82 is probably a legitimate charge against you personally.

If there are any questions arising out of the statements I should be glad if you will kindly contact me from time to time as I do not wish any misunderstandings to arise.

On the 16th day fo February I had a meeting in my office with Messrs. Jim Lim, John Lim, Peter Hem and my assistant Mr. R. C. Messenger. At that meeting I suggested that all salaries should be fixed and Mr. Jim Lim therefore arranged immediately that from the very commencement his son John Lim should receive a salary of $150.00 per month and his two assistants $100.00 and $70.00 respectively.

I understand the Profit and Loss Statement for February is now bein completed by John Lim and should be available to forward to you shortly. The sales for February apparently are in excess of $8,000.00 for the month which I consider quite a satisfactory increase. I might also add that the deliveries from the Imperial Tobacco Co. have been stepped up considerably, a delivery of over $2,000.00 being received on the last day of February. This, of course, is not reflected in February sales but should certainly reflect a further increase in the sales for March. The delivery referred to above brought the actual deliveries from the Imperial Tobacco Co. for February to or over $4,000.00 which, I think you will agree, is most satisfactory.

I hope you will appreciate the effort that has been required by myself and Mr. Messenger to insure this increase in supplies available for the Heatley Trading Co. The continued satisfactory operation of the Company is now assured - all manufacturers are now making deliveries satisfactorily.

In my recent letter to you I pointed out that the premiums due on insurance on your own life and that of Mrs. Jinnouchi are accumulating and I have no instructions from you to pay these as they come due. The only payments which I was in a position to make were in connection with particular premiums due and included in the list of payments which you requested me to settle on your behalf. Will you therefore give me, immediately, an open order to pay all premiums on yours and Mrs. Jinnouchi's life as these fall due. I do not know just what the position of these policies is in respect to their reserve, but it is possible that some of these contracts may lapse if the premiums are not settled promptly. Please give this matter your immediate attention.

Yours very truly,

(Sgd.) H. D. CAMPBELL.

Agent for the Office of the Custodian.

HDC:JM
Encl.

" CERTIFIED A TRUE COPY"
"H. D. CAMPBELL"

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

March 28, 1950. G. Harrington

February 3, 1943.

EXHIBIT No. 143-20
DATE 23 June 1949
FILED BY D. T. Braidwood

Mr. Rinkichi Tagashira,
P. O. Box 666,
Revelstoke, B. C.

Dear Sir:

I duly received your letter of the 26th ultimo and am of the opinion that you have not interpreted my various letters correctly.

When you forwarded the telegram on the 14th of January, 1943, to "send list of names and amount of invoices which Mah purchased", this had been attended to by my giving you a complete statement, setting out the names of such suppliers, etc. (see my letters to you of January 6 and January 12, 1943).

In regard to the furniture and fixtures referred to in the third paragraph of your letter, so far as I am aware it was not suggested at any time that a charge should be made for the chattels which comprise the office furniture and are quite apart, of course, from personal furniture of your own. The Agreement between you and Mr. J. Y. Lim does not set out anything in regard to charging such rental and if Mr. Lim is going to run the business in accordance with the mutual agreement between you and him, then it is necessary, of course, that the office furniture and fixtures should remain intact.

I am of the definite opinion that you will, in due course, do very well out of the business by having Mr. Lim manage same and if you begin to press for something more than was originally agreed to, you may cause a disturbance in the business and in the end suffer by so doing.

In regard to the audit fee, as already mentioned to you in my letter of the 19th ultimo, there was no audit fee of any sort charged during Mr. Frank Mah's regime and the account of $165.00, referred to in the fourth paragraph of your letter, covered services on your behalf which were set out in detail to you, a copy of the account given to you and your signature given me agreeing to such charge, which was extremely moderate under the circumstances. I find from my records that, in addition to the great deal of time put in by Mr. Messenger and myself, all members of my staff were working on your behalf and one of my Senior Assistants spent fourteen days during the month of December, doing nothing else but your work; that is to say, straightening out the mess in regard to inventories, etc., and producing results which were necessary in order to start Mr. Lim off on a proper basis. The account rendered was up to December 15, 1942, and since then, following your instructions by telegraph and in writing, I have put in quite a great deal of extra work which I expect, of course, to be paid for by you.

Coming to the last paragraph of your letter, I have not prepared any statement as at January 15, 1943, as the most logical period is the end of each month and I am therefore making arrangements to have a statement forwarded to you, dated from the time Mr. Lim took over to January 31, 1943 and hereafter monthly statements will be forwarded. You must realize that to break into a month in order to prepare a statement is awkward, and I feel sure that you will find it more satisfactory to have statements prepared to the end of each month during the time Mr. Lim is running the business.

You can also be assured that to the best of my ability I shall, at all times, protect your interests in the business.

It was rather unfortunate that Mr. Frank Mah did not keep his records in a clear and concise manner but for your information I may say that Mr. Lim has installed a very excellent bookkeeping system, including a perpetual inventory, which is being kept up to date and which was installed, on my suggestion, by a member of my staff.

Mr. Messenger has contacted Mr. MacLennan to enquire if he remembers any arrangement or verbal agreement that there should be a rental charge for the office furniture and equipment and he advises that he has no recollection of this, and further points out that there was no such charge in either the proposed arrangement with Mr. Hem or the agreement with Mr. Frank Mah and under these circumstances he considers it impossible to insist on Mr. Lim paying for such a charge in view of the fact that it is not included in the agreement. I therefore suggest, as above, that it would be advisable for you to drop this idea.

Yours very truly,

(Sgd.) H. D. CAMPBELL.

Agent for the Office of the Custodian.

HDC:JM

P.S. AS requested by you I have paid the various Mutual Benefit Associations the amounts due to them but in acknowledging payment of $7.00 the Provident MutualBenefit Association advise me that there is now an amount of $5.00 due for Annual Dues. Please advise me if it is in order to pay this and also if in order to pay other dues and assessments for Life Insurance, if, as and when they become due.

"H. D. C."

CERTIFIED A TRUE COPY
"H. D. CAMPBELL"

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

March 28, 1950. G. Norrington

May 10th 1949.

J. A. MacLennan, Esq.,
602 W. Hastings St.,
Vancouver, B.C.

Dear Sir,

Re Mrs. Masuye JINNOUCHI, Case #143.

With reference to your letter of the 4th inst.- We note that you are acting as Counsel for the above claimant, and that it is your intention to present argument.

In due course we shall advise you the date on which argument will be heard.

Yours truly,

A. WATSON
Secretary.

AW/W.

J. Arthur MacLennan
BARRISTER AT LAW, SOLICITOR
NOTARY PUBLIC

TELEPHONE: TAtlow 4354

430 - 433 ROGERS BUILDING
470 GRANVILLE ST.
VANCOUVER, B. C.

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

May 4th, 1949.

A. Watson, Esq.,
Secretary,
Japanese Property Claims Commission,
Court House,
Vancouver, B.C.

Dear Sir:

Re: Claims

JINNOUCHI	Mrs. Masuye	- #143 — macLennan.
IWASA	Tatsumi	- #24 mcmaster.
KAMEDA	Mrs. Shimo	- #44 & #39 mcmaster.
KAWASE	Tadayoshi	- #68 mcmaster.
IWASHITA	Kesahiro	- #80 — mcmaster.
NISHIMURA	Mitsuo	- #212 mcmaster.

I acknowledge with thanks your letter of the 26th ultimo. The only one of the above-named claimants for whom I am acting in this matter in so far as I am aware is Jinnouchi, Mrs. Masuye, No.143. It is my understanding that Mr. T.G. Norris, K.C., represents Iwashita, Kesahiro No.80, and that Mr. R.J. McMaster is representing the other claimants mentioned.

On behalf of Jinnouchi Mrs. Masuye, I wish to advise that it is my intention to present argument and, if at all convenient, I would appreciate it if I could be consulted on the question of a suitable date as the months of May and June are particularly congested ones for me.

I am today communicating with Mr. McMaster about the four claimants whom I believe he represents.

Yours sincerely,

J. A. MacLENNAN

JAM/AD.

143

May 2nd 1949.

Messrs. Morrow & Davidson,
Barristers and Solicitors,
Vernon, B.C.

Dear Sirs,

Re claim - Masuya JINNOUCHI

The Commissioner directs me to advise you that he expects to conclude Sessions of the Commission during the month of June 1949. Your name is shewn on the Commission's records as Solicitors for the claimants whose names are set out above.

Government Counsel has informed the Commissioner that in answer to the foregoing claims the Government will rely on the documentary evidence which was adduced before the Commission, when each of the claimants was heard, as well as evidence of general application which has been introduced since September 1943,- the latter being of a general character relating to the administration of the Custodian's office and the conduct of sales of evacuee property by the Custodian. The Government does not propose to adduce other specific evidence relating to your clients' claims.

In these circumstances the Commissioner instructs me to ascertain whether or not you desire to present argument in support of the claims enumerated above.

Will you kindly advise me on or before May 14th next whether or not it is your wish to present argument. If so, a date will be fixed for the hearing of such argument, subsequent to May 16th next, at Vancouver B.C. Otherwise, the Commissioner proposes to make his recommendations upon the claims above noted based on the material which is now before the Commission.

Please note that unless advice is received before May 14th next of your desire to present argument, the Commissioner will assume that you do not wish to do so, and will make his recommendations accordingly.

Yours truly,

A. WATSON
Secretary.

TELEPHONE: TAtlow 4354

J. Arthur MacLennan
BARRISTER AT LAW, SOLICITOR
NOTARY PUBLIC

J. A. MACLENNAN, LL.B.
BERYL M. ROBINSON, LL.B.

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

December 9th, 1948

A. Watson, Esq.,
Secretary,
Japanese Property Claims Commission,
Court House,
Vancouver, B. C.

Re Masuye JINNOUCHI, Case No. 143, Vernon, B. C.

Dear Sir:

Please be advised that I have been instructed by Mrs. Masuye Jinnouchi to act on her behalf in respect of the further services necessary for the presentation of her claim, and I would ask you kindly to keep me advised of the dates on which she will require further representation before the Commission. Thanking you, I am,

Yours sincerely,

J. A. MacLENNAN

JAM/w

May 11th 1949.

Messrs. Morrow & Davidson,
Barristers and Solicitors,
Vernon, B. C.

Dear Sirs,

Re claim - Masuye Jinnouchi

Referring to your letter of the 10th inst.- Mr.J.A.MacLennan has advised us that he is acting as Counsel for the above claimant, and that it is his intention to present argument in this case. It will not, therefore, be necessary for you to do anything in connection with the further hearing of this claim.

Trusting this information meets with your requirements,

Yours truly,

A. WATSON
Secretary.

AW/W.

Morrow & Davidson
BARRISTERS - SOLICITORS
NOTARIES

C. W. MORROW, M.L.A.
N. A. DAVIDSON, LL.B.

PHONE 429

3001 - 31ST STREET,
Vernon, B. C.

May 10th, 1949.

Mr. A. Watson,
Secretary,
Japanese Property Claims Commission,
Court House,
VANCOUVER, B.C.

Dear Sir: Re: claim- Masuye Jinnouchi

Yours of the 2nd instant received and contents noted.

We are under the impression that Mr. J. A. MacLennan, Barrister & Solicitor, Nova Scotia Building, Vancouver, B.C., will be presenting Mrs. Jinnouchi's claim further, and your letter has been forwarded to him for his attention. However, should this not be the case, we are reasonably sure Mrs. Jinnouchi would wish counsel in the further hearing, so that in the meantime, we will attempt to ascertain whether or not she has counsel, and if not, will make all possible arrangements at an early date.

Yours faithfully,

MORROW & DAVIDSON.

Per:

NAD/M.

ack

January 31st 1948.

C. W. Morrow, Esq.,
Solicitor,
Vernon, B.C.

Dear Sir,

Re claim of Jinnichi Masuye

The above claim will be heard at the Court House, Vernon B.C. on Monday, 16th February next at 10 A.M.

Yours truly,

SECRETARY

AW/W.