Name of Claimant SAKAI, Toneichi Case 15

Custodian File 739

## 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 | Amount | Sale Price | Total Award 125% of all Sale Prices: % of Total | Amount | |
| | | 875 | 87.50 | 12.50 | | | | | | | 100.00 |

## 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 | |
|---|---|---|---|---|---|---|
| | | | 00<br>240.00 | | 00 | 168.00 |

## 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 | |
|---|---|---|---|---|---|---|---|---|
| 40.00 | 34.20 | 10.26 | 85.5% | 122.50 | 104.74 | | | 115.00 |

| TOTAL RECOMMENDATION | 383.00 |
|---|---|

1540

CASE NO: 15.

JAPANESE PROPERTY CLAIMS COMMISSION.

Kamloops, B. C.,

December 10th & 11th, 1947.

IN THE MATTER OF THE CLAIM OF

YONEICHI SAKAI.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 15.

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).

Kamloops, B. C.,

December 10th, 1947.

IN THE MATTER OF THE CLAIM OF

YONEICHI SAKAI.

PROCEEDINGS AT HEARING.

APPEARANCES:

| | |
|---|---|
| J.W.G. HUNTER, Esq., | appearing for the Dominion Government. |
| J.A. MacLENNAN, Esq., | appearing for the Claimant. |

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|---|---|
| A. WATSON, Esq., | Secretary. |
| G.N.R. UPTON, Esq., | Official Interpreter. |
| T.P. HORROBIN, Esq., | Official Reporter. |

MR. MacLENNAN: Subject to your Lordship's approval, the next case will be No. 14 on the list, that of Yoneichi Sakai. That will be Case No. 15.

YONEICHI SAKAI, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

MR. MacLENNAN: My lord, I would like to make an application to amend the claim insofar as the real property is concerned. It is a typographical error, $875.00 instead of $867.99. The balance of net loss is the same. Apparently it is a mistake in typing.

THE COMMISSIONER: The claim, as I have it, reads correctly.

MR. MacLENNAN: Oh, I see. The one I have hasn't been corrected.

THE COMMISSIONER: No other amendments?

MR. MacLENNAN: My lord, I wish to abandon a claim for 330 shares of Canada Mill Company Limited amounting to $330.00.

THE COMMISSIONER: Yes.

MR. MacLENNAN: And the claim for the fishing vessel amounting to $500.00, leaving a net claim for the chattels of $803.67, and the combined claim total is $1135.68.

THE COMMISSIONER: The combined claim is not shown in any event, is it?

MR. MacLENNAN: It is shown as at $1965.68.

THE COMMISSIONER: Oh yes. Now the combined claim is what?

MR. MacLENNAN: $1135.68.

THE COMMISSIONER: All right. No objection to that amendment, I take it, Mr. Hunter?

MR. HUNTER: No, my lord. Excuse me, my lord, just on that point I don't know exactly what my friend's attitude is on this, but in every case we always quote the gross amount received from a sale, and there is a tendency on the part of the claimants to quote the net amount. We have to pay real estate commissions, and things like that, and fire insurance adjustments and various types of adjustments and the net amount could conceivably be anywhere from $10.00 to $50.00 less than the gross amount of the sale.

THE COMMISSIONER: Does that point arise here?

MR. HUNTER: That point arises here. The actual sale price was $875.00 for the real property, but when the adjustments came along it was reduced to $867.99. There are charges for advertising and Land Registry Office fees and so on.

MR. MacLENNAN: My lord, I think practically all the forms will show the net amount which was received by the claimant. In many cases he doesn't know what the adjustments were, and in any event there may be an argument at the conclusion of this hearing on what should have been deducted by the Custodian and what is permissible and what is not. So I think it would be proper to show the net amount received at this stage.

THE COMMISSIONER: We know what the situation is then.

It might be they will satisfy you, or convince you, Mr. Hunter, that you made improper deductions.

MR. HUNTER: Yes, but it seems to me they provided for putting in the gross sale price in these cases.

THE COMMISSIONER: The gross sale price in this instance was $875.00.

MR. HUNTER: Yes, my lord.

DIRECT EXAMINATION BY MR. MacLENNAN:

Q Mr. Sakai, were you a fisherman at the time of the evacuation? A: Yes, I was a fish packer.

Q Before you were evacuated from the Coast area, did you complete a Custodian's form, or a J.P. form? A: Yes.

Q Is that your signature (producing)?

A Yes.

MR. MacLENNAN: The signature is on the J.P. declaration form, my lord, dated the 3rd of April, 1942. I would like to show the personal property the claimant disclosed.

MR. HUNTER: I suggest you file that, Mr. MacLennan.

MR. MacLENNAN: Very good. I will tender it as Exhibit 1, my lord, and proceed with it.

(J.P. FORM MARKED EXHIBIT NO. 1).

Q Mr. Sakai, at the time of your evacuation, did you enter into a lease with a man named Hugh E. Skinner in connection with that property?

A Yes.

Q Is that your signature and is that the lease,

Q Now, do you know what the house cost you to build?

A The lot and a half cost him $250.00. He says that he has forgotten.

Q As to the cost of the building of the house?

A Yes.

Q How did you happen to enter into this lease with Skinner on the 9th of May, 1942, at $4.00 a month?

A He says it wasn't in the nature of a rental, but rather that because it was due to wartime he wanted somebody to look after his property.

Q Did you leave your personal chattels there?

MR. MacLENNAN: My lord, I refer to the Custodian's file and I would like to read from a document dated April 14th, 1942, signed by J.D. Mather whom I understand was a valuator for the Custodian, or he was an agent for the Custodian, my lord. Under the heading "Recommendations":

> "Sakai wishes to board up property for the duration. The house would rent for at least $12.00 and with furniture for $15.00 per month. While I would consider it more advisable to rent the house, I can only recommend that the wishes of the owner be followed."

MR. HUNTER: Don't you want that in?

MR. MacLENNAN: I think not. So long as that part is on the record, I don't need to remove it from the Custodian's file, unless he wants it filed himself.

MR. HUNTER: I shall be filing it later. If you want

to file it now, you can.

MR. MacLENNAN: Very well. I file that document, my lord, to which is attached a list of chattels inventory as of April 10th, 1942.

(DOCUMENT MARKED EXHIBIT NO. 3).

THE COMMISSIONER: Have you compared the list of chattels with your claim?

MR. MacLENNAN: I have compared it in the main, my lord. It is pretty difficult to determine exactly but there are more goods on the claim of this claimant than are shown in that inventory, but it does appear from the Custodian's record -- now, I am not sure about this matter so I will just let that stand.

Q Did you have any insurance on that property, Mr. Sakai? A: Yes.

Q I am showing you an insurance policy of the London & Lancashire Guarantee & Accident Company from May 9th, 1942, to May 9th, 1945. Was that insurance policy your policy in respect of these premises? A: Yes.

MR. MacLENNAN: I tender that, my lord, as Exhibit 4.

(INSURANCE POLICY MARKED EXHIBIT NO. 4).

MR. MacLENNAN: There is a thousand dollars insurance on the building, my lord, and $200.00 on the household furniture and effects.

Q Mr. Sakai, at the time that you were evacuated or shortly before that time, did you receive any offers for the purchase of your house?

A Hugh Skinner was anxious to buy it.

Q That is the tenant under that lease?

A Yes.

Q Did he make any offer?

A He said -- that is the owner -- told Skinner he would sell for $1200.00.

Q And what did Skinner say about that?

A He would like to buy it.

Q Did you sell it to him?

A He said that Skinner could only pay $600.00 down, and he wanted all cash.

Q That is Mr. Sakai wanted all cash? Now, Mr. Skinner could pay $600.00. Was there any discussion of the other $600.00 to be paid?

A Skinner said with regard to the balance how would it be to pay the balance in two or three years' time on payments.

Q That wasn't satisfactory to you, Mr. Sakai?

A It was unsatisfactory to him.

Q Mr. Sakai, how long had it been before you evacuated that you had painted the house?

A He says he is not perfectly certain but between five to six years.

Q What was the condition of the paint?

A Good.

Q What was the condition of the roof? Did it leak at all? A: He says there was a portion of the roof where there was a small leakage -- a little.

Q Now the paper. The house was papered inside, was it? A: Yes.

Q What condition was the paper in? Was it cracked or not? A: It was good.

Q The house had a basement? A: Yes.

Q How high was the ceiling of the basement?

A I don't know. About six feet, I think he said.

Q Could you stand full height in the basement without stooping? A: Yes, he could stand in the basement.

Q How tall are you? A: Five foot, seven.

MR. MacLENNAN: I think my friend will agree probably to this, the date of sale by the Custodian was as of November 30th, 1944.

MR. HUNTER: The real property?

MR. MacLENNAN: Yes.

MR. HUNTER: Yes, the 30th of November, 1944.

MR. MacLENNAN: Q: Mr. Sakai, you prepared a type-written list of your personal property which you are claiming here?

A Yes.

Q Is this a copy of the one which is attached to your application form?

A Yes.

(DOCUMENT MARKED EXHIBIT NO. 5).

THE COMMISSIONER: How about the values shown on it?

MR. MacLENNAN: Yes, my lord. I was just waiting for it to be marked as an exhibit.

Q Mr. Sakai, you have shown certain values which you have called "Estimated value" for different

articles mentioned in that list?

A Yes.

Q How do you arrive at that value? What does it indicate? Is it the cost price or the price it was worth at the time of the evacuation, or worth now, or what? A: He says it is an approximate price, according to his reckoning, at the time of evacuation.

Q Dealing with the first item, 3 piece chesterfield suite, when was that purchased?

A Four years before evacuation.

Q Was it bought new or second-hand?

A It was new.

Q Do you know what it cost? A: $210.00.

Q What was the condition of it at the time of evacuation? A: Good.

Q How long had you had the gramophone?

A About seven years before. About seven years.

Q And had it been bought new or used?

A It was new at the time.

Q And what was the cost? A: $70.00.

Q What was the condition of it when you left it?

A Good.

Q Was it in working order?

A Yes, he could use it.

Q Mr. Sakai, you are claiming for four pieces of dogfish gear and four boats gear, $240.00.

A Yes.

Q What does that consist of? What kind of gear is it? A: Hooks and lines.

Q Hooks and lines; anything else?

A Anchor line.

Q How many dogfish hooks? A: Seven thousand.

Q Seven thousand dogfish hooks?

A Seven thousand.

Q That is the amount you are claiming for here, is it? A: Yes.

Q Now you also left some other dogfish hooks with the tenant, Mr. Skinner?

A Yes.

Q Did he sell some of those for you?

A Yes.

Q How many did Skinner sell?

A He sold them for $120.00. You wanted to know how many, wasn't it?

Q Yes. A: About 4600.

Q You received that money from Mr. Skinner?

A Yes.

THE COMMISSIONER: I take it he means what Skinner sold for him was the same type of thing that he is claiming for, 4 pieces dogfish gear, though it had 4600 hooks instead of 7000.

MR. MacLENNAN: That is right, my lord. As a matter of fact I will bring that out a little more clearly.

Q Mr. Sakai, these hooks were kept on what are called skates? A: I can't get this. There is no Japanese for it. He said they were subject to deterioration or spoilage if they were put on the ground, so they

were put on poles.

Q Yes, what kind of lines did you have?

A Manilla rope.

Q And how many lines? A: Four.

Q How old were those lines?

A The old ones, two years, and the new ones, one year.

Q There was one new one and three old ones, is that right? A: Yes, half and half. Two of each.

Q And what is the cost price new of one line?

A You want the price of the line only, not the hooks?

Q Yes, the line, that is right. We will ask him this; did these lines have hooks on them?

A Yes, they had hooks.

Q The lines that you are claiming for in this claim, did they have hooks on them or did they not?

A There were hooks attached to them.

Q And what is the value of a new line with hooks attached?

A $120.00.

Q Mr. Sakai, you are claiming for a sewing machine, $25.00, is that right?

A Yes.

Q Do you know what that cost you?

A About $90.00.

Q And about how old was it at the time of the evacuation? When did you get it?

A About 11 years. He is not quite certain.

Q Was it still useable, or was it broken or what

was its condition?

A It was useable.

Q You are claiming for two trunks and contents, $20.00. A: He had in one box some dolls which Japanese use at certain festivals.

Q In one box or trunk? A: Yes, in one trunk.

Q What value did he place on the dolls in that trunk? A: He put a price of about $15.00 on them.

Q These are what are called Japanese ceremonial dolls, are they? A: There is some festival -- I forget what it is now -- it is in May they have a festival and they get these dolls out. It is connection with a Japanese festival.

Q What was in the other trunk?

A It is porcelain.

Q Was it full or half full?

A You mean the one with the procelain?

Q Yes, how much was in there?

A About half full.

Q Now, you are claiming for a set of encyclopaedia, $50.00. Is that an English or Japanese encyclopaedia? A: English.

Q Do you know the name of it?

A No.

Q How long did you have it?

A About six years ago. At least before the evacuation.

Q Did you buy it new or secondhand?

A Yes, new.

Q What did it cost you?

A He thinks about $75.00, or in the neighbourhood of $75.00.

Q As a matter of curiosity, you don't read English, I suppose, Mr. Sakai?

A No, He can't read.

Q What did you want with an English encyclopaedia?

A He bought it for his children.

MR. MacLENNAN: My lord, I would like to tender as the next exhibit the auctioneer's report from the Custodian's file dealing with the articles sold by the office of the Custodian totalling $25.83, including 25 cents for the gramophone.

(REPORTS MARKED EXHIBIT NO. 7).

Q Did you receive that letter from the Custodian's office (producing)?

A Yes.

MR. MacLENNAN: This is a letter, my lord, dated February 5th, 1947, addressed to Mr. Yoneichi Sakai, registration number 03323, signed by George Peters, "Office of the Custodian". Part of this letter reads,

"We find that there is still outstanding a chesterfield suite and one Singer sewing machine which will be dealt with in the very near future."

Q Did you ever receive any money from the Custodian for the chesterfield?

A No.

Q Did you receive anything for the sewing machine?

A No.

Q I am showing you a letter of March 13th, 1947, from George Peters, Office of the Custodian, addressed to you. Did you see that letter?

A Yes.

MR. MacLENNAN: My lord, I tender that as Exhibit 8.

(LETTER MARKED EXHIBIT NO. 8).

MR. MacLENNAN: Part of that letter, my lord, reads,

"After the sale of your property, the Custodian removed chattels from your home and it was then discovered that in addition to your own chattels some were found in the names of",

and it gives the names.

"At that time, a chesterfield was left in the house with the tenant and your sewing machine was taken away by Mr. Skinner."

Then in the last paragraph,

"If you wish your sewing machine shipped to you, we would not object to you making your own personal arrangements with Mr. Hugh Skinner".

THE COMMISSIONER: Would you like to take a break now?

MR. HUNTER: I would, very much, my lord.

(PROCEEDINGS RESUMED AFTER SHORT RECESS)

MR. HUNTER: My lord, in connection with these chattels, reference is made to the J.P. form where it will be noticed that the declaration of

chattels is a general one and that reference will be made to the claim form where the chattels are itemized for the first time. Now, insofar as these itemized chattels are concerned, I shall endeavour to break them down into different categories. Some were sold at auction, my lord, and the auctioneer's lists have been filed. In a letter dated the 5th of December, 1947, a copy of which I have here, -- this is a letter to the present tenant, my lord, in which we set forth the items which are still on the premises belonging to the claimant.

THE COMMISSIONER: What is the date of the letter?

MR. HUNTER: The 5th of December, 1947.

In paragraph 2 of the letter, it says, "This is

> to advise you that the undermentioned articles which are the property of the Japanese named above",

who is the claimant,

> "are to be held in readiness for future disposition by the owner or this office",

and it enumerates them; one chesterfield suite, two chairs, broken, one gramophone, one baby carriage, small type, two beds, white. Those articles which are in the itemized statement in the claim haven't been sold. They still belong to the claimant and are still on the premises.

THE COMMISSIONER: Are you putting that letter in?

MR. HUNTER: I have no one here at the moment except Mr. Shears to identify this letter.

THE COMMISSIONER: Would you call off the items to me again? There is a chesterfield suite?

MR. HUNTER: And two chairs, broken; one gramophone; one baby carriage, small type; two beds, white. That letter is written to Mrs. Jules Therien at 1192 4th Avenue, and as far as I know, I am not sure whether she is the tenant or the owner. I think she is the owner. The last paragraph says,

> "In the event of you moving from that address, it is requested you advise this office prior to the move in order that we may charge these articles to the new tenant or effect their safekeeping".

I realize this matter isn't finished at the present time but I put that in to show that is the way we shall be disposing of those items, and I would suggest in the meantime on my friend's part he should ascertain those items are still there.

THE COMMISSIONER: I think I must have missed one. I have the three piece chesterfield, the baby carriage, the gramophone, and two beds, white. Now one I omitted.

MR. HUNTER: Two chairs, broken.

MR. MacLENNAN: I would take it, my lord, that the Custodian has no record of any moneys going to the claimant in consideration off the rental, or any similar arrangement.

MR. HUNTER: For this furniture?

MR. MacLENNAN: For that furniture, yes.

MR. HUNTER:. No. With regard, my lord, to the sewing machine, by letter of even date to Mr. Hugh Skinner, he is advised that that sewing machine belongs to Mr. Sakai, and that it is to be held in readiness for future disposition. My friend could have Mr. Sakai or someone else check on it. I mean, we believe these things to be correct, and possibly if a disposition of these items could be indicated by my friend, they could be gathered together and given to him, or they could be sold by my friend. They were left there by the claimant, of course.

MR. MacLENNAN: Of course we haven't any information as to where Mr. Skinner would be.

MR. HUNTER: He is at 560 No. 1 Road in Steveston.

MR. MacLENNAN: My lord, it occurs to me it is hardly incumbent upon the claimant at this stage to have agents acting for him in Vancouver or Steveston looking for goods that were in the care of the Custodian. That is what arises in this claim, and if the Custodian is going to return the goods, I would suggest he should gather them up and say, "Here they are".

MR. HUNTER: My lord, I think that would be quite in order, and if the claimant would indicate he wants these goods, we shall gather them up.

MR. MacLENNAN: That all depends on the state they are in now after they have been used by various people without compensation to the claimant. They may possibly be no good to the claimant now.

MR. HUNTER: That is so, but they were left with Skinner. They were not left with us.

THE COMMISSIONER: Government counsel will have to determine what stand he proposes to ~~take~~ in regard to it. Apparently your offer isn't being accepted.

MR. MacLENNAN: It couldn't be accepted now, my lord, because I have no instructions.

THE COMMISSIONER: No, I appreciate that.

MR. HUNTER: Our stand at the present time, my lord, is we haven't disposed of these items, therefore he has no claim. They are still his and we will be glad to furnish them to the claimant.

THE COMMISSIONER: That is on the record, in any case.

MR. HUNTER: There are certain other articles here, my lord. There is a chiffonier mentioned in the items listed in the claim which wasn't found on the premises when Skinner left. There were three kitchen stoves mentioned. Two were broken and discarded and one was found to be the property of one Hashimoto and was transferred to his file, my lord. One dogfish gurdy. There is no record of that, my lord. Four chairs, two are still on the premises that we mentioned before, broken. The baby carriage is still on the premises. Three "X-cut" saws, cross-cut, I presume that means. He has been credited with one. There seems to be no record of the other two, my lord. The gramophone which sold for 50 cents isn't the same gramophone which is on the

premises, my lord.

There are a large number of individual items here, my lord, that were not declared and they were not found or inventoried.

THE COMMISSIONER: You are referring to the claim?

MR. HUNTER: They were not declared in the J.P. form, or in the claim form, my lord.

MR. MacLENNAN: I would like my friend to give me a sample of what he says isn't declared on the J.P. form.

MR. HUNTER: I was proposing to enumerate these.

THE COMMISSIONER: Just go slowly on this now, so I can get it.

MR. HUNTER: Three lanterns, two tables, one lawn mower, one typewriter, one 50-foot rubber hose, three stone crocks -- I am sorry, those were sold -- lumber, one set of encyclopaedia.

THE COMMISSIONER: That was not found?

MR. HUNTER: That wasn't found, my lord. Six wooden barrels, one electric heater. There was also claimed, my lord, one linoleum on the floor which was considered a fixture, and went with the house. There were two trunks and contents which have been referred to. These were removed to storage after which there is no further record.

THE COMMISSIONER: That is to say they were removed to storage by the Custodian?

MR. HUNTER: Removed to storage by the Custodian. They were lost, destroyed or stolen, I guess. Under four boxes, miscellaneous, there was one

box of corks discarded as of no value. There were two boxes of chinaware which were credited to Karahashi, or Kurahashi, I guess it is.

THE COMMISSIONER: Is there any explanation of why they should have been credited to him?

MR. HUNTER: I will have to ask the witness that, my lord. I think they were tagged in his name. One bed was similarly credited to him, and one cupboard. Similarly one chiffonier was credited to Yasuji, and also one dresser to the same person, my lord.

THE COMMISSIONER: In that instance tagged with Yasuji's name?

MR. HUNTER: I can only say that Mr. Shears states that to be a fact, my lord. That is mentioned in the letter of March 13th, my lord, which was filed by my learned friend.

THE COMMISSIONER: Is the balance of the articles accounted for?

MR. HUNTER: As far as I know, the balance are all accounted for now. There is some doubt about down below you remember we mentioned four boxes of miscellaneous. Further up the list there are two boxes of miscellaneous and it has been impossible, really, to decide what they were. If they were kitchen utensils, they were sold at auction and credited to Kurahashi.

THE COMMISSIONER: You have some cross-examination of this witness, have you?

MR. HUNTER: Very shortly. I thought we would try and

find out about these items credited to other people.

THE COMMISSIONER: Very well.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Sakai, there were two items tagged as belonging to Mr. Hurashi or Kurahashi, a bed and a cupboard and two boxes of chinaware -- three items altogether -- a bed, a cupboard, and two boxes of chinaware. Did these belong to him?

A Those belonged to Kurahashi.

MR. HUNTER: I presume he has been claiming as trustee, or in some other capacity.

Q There was one chiffonier and one dresser credited to Yasuji. Were these his property?

A What is a chiffonier? I don't know what it is, even in English.

THE COMMISSIONER: Q: It is a bureau or chest of drawers.

A They belonged to the individual in question, he says, but those items aren't down on this list here (indicating).

MR. HUNTER: Q: Well, they are shown here.

A They are not in this list, he says.

Q I see. Mr. Sakai, how did you prepare this list? A: Do you mean this list he has here?

Q I mean the list which he filed with his claim.

A Is this the list?

THE COMMISSIONER: Just one moment. Here is his claim.

MR.MacLENNAN: My lord, he has before him the one which has been marked Exhibit 5, which is a copy of the one in the claim.

THE COMMISSIONER: Oh, it is a copy of the one in the claim.

MR. MacLENNAN: Yes, my lord.

THE INTERPRETER: He says that is a list of the different things that he left with Hugh Skinner.

MR. HUNTER: Q: Well, how did he prepare that list at this time? From memory, or did he have some records?

A He did that from memory. They are things which were entrusted to him.

Q That were which? A: They were things that I entrusted to him. Yes, they were entrusted to him and put in his care.

THE COMMISSIONER: Q: Wait a moment; put in the witness' care or put in Skinner's care?

A Put in the witness' care.

MR. HUNTER: Q: All these items for which he is claiming were put in his care?

A Just the ones which were tagged with other people's names were put in his care. These are his own things. These items which you mentioned just now as having been tagged, those were put in his care. These are his own personal property.

Q Then when we take an item here which we have credited to someone else, there was an additional item which should be credited to Mr. Sakai? For instance, there was one cupboard credited

to Mr. Kurahashi? A: He said those items which you mentioned before belonging to Mr. Kurahashi belonged to Kurahashi and that other man Yasuji.

MR. HUNTER: I assume, my lord, where we have shown a cupboard credited to Kurahashi, he must have another one that didn't come into our possession.

THE COMMISSIONER: That appears to be the only explanation that one can extract from the witness' answers.

MR. HUNTER: Q: Were there two cupboards in the house?

A He says do you mean his things or somebody else's?

Q Two altogether. A: Yes.

Q I see. Mr. Sakai, you stated that the inside of the house was papered. Was the paper on wood, or was the house also plastered with the paper on the plaster?

A There was thick paper, a sort of cardboard, I take it -- some sort of wall board on the wood and on top of it, it was papered.

Q Sort of an insulating paper. I think, my lord, we are wasting time with this. The expert witness will give testimony about it.

THE INTERPRETER: It was some quarter inch building insulating material.

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

MR. MacLENNAN: My lord, may I clear up one aspect of the matter, if I can?

RE-DIRECT EXAMINATION BY MR. MacLENNAN:

Q Mr. Sakai, in connection with the J.P. form, Custodian's declaration, Exhibit 1, which I am showing you, where were you when you completed that? A: The day he was evacuated to Minto.

Q But where were you? Were you at home or at Hastings Park, or where were you?

A At Powell Street.

Q At Powell Street. A: He doesn't know, but Powell Street.

Q The Custodian's office on Powell Street?

A Yes.

MR. HUNTER: I wonder if you could bring out at this time, Mr. MacLennan, whether this stove was left in Mr. Skinner's custody or what was the arrangement, because I think it will be relevant whether Skinner undertook to look after it or whether it was part of the rent or what was the arrangement so far as the furniture was concerned.

MR. MacLENNAN: Q: Mr. Sakai, what was the arrangement with Mr. Skinner over leaving that furniture and equipment on the premises?

A He was to keep it for him until the end of the war.

MR. MacLENNAN: My lord, there are only two matters in answer to my friend which I would like to mention where he suggests that a complete description of the articles hadn't been taken in the J.P. form. That is true enough, but my

submission is, and will be, that the form, as completed by this claimant at the office of the Custodian on Powell Street the day he was being evacuated, was the best he could possibly do and does, as a matter of fact, contain everything and is a general description of everything he is claiming for.

THE COMMISSIONER: I am not hearing argument now, Mr. MacLennan. That is a matter that can well be argued at a later date.

Q Witness, where were you when you made up the list that is found in the claim -- the list in front of you? A: He was at Minto.

Q And it was made from memory, five years after you were evacuated, is that right?

A He said he made this one in preparation for this present suit, sir --this list here.

Q And made it from memory?

A Made it from memory, but from a previous list that he had made at Powell Street before.

THE COMMISSIONER: Oh, I see. That gives the answer.

MR. MacLENNAN: My lord, my assistant interpreter here advises me there must be some misunderstanding in the interpretation that has just been given. I would like it if your Lordship would ask it again, as to whether he had any information from Mr. Skinner as to how to make this up.

THE COMMISSIONER: Q: Yes. Did you have any information from Mr. Skinner as to how you should make

up the list for the purpose of filing a claim?

A He sent a letter to Skinner some time back, but he had no reply.

THE COMMISSIONER: That meets the situation that you desire, Mr. MacLennan?

MR. MacLENNAN: My lord, I think the situation that I had in mind was at the time he was leaving did he have a list of the chattels from Mr. Skinner.

THE COMMISSIONER: Q: Yes, put it that way.

A Yes, he had a list from Skinner.

Q Did you have Skinner's list with you when you made the J.P. form at Powell Street?

A He didn't have it in his own possession, but he had it in another bag of his.

THE COMMISSIONER: I see. Are you re-examining further, Mr. MacLennan?

MR. MacLENNAN: That Skinner list has been mentioned, my lord, and I had better produce it to the witness. It was on my file and it might be filed as an exhibit.

Q Is that the list that you obtained from Mr. Skinner? A: Yes.

Q To Mr. King? A: Yes.

Q That is a list that was made with Mr. King, who was the Custodian's agent, is that so?

A Yes.

Q How long before evacuation was that?

A About ten days.

MR. MacLENNAN: All right, I tender that, my lord, as Exhibit No. 9.

(LIST MARKED EXHIBIT NO. 9).

MR. HUNTER: My lord, I think some definite arrangement should be made about these chattels that are still remaining -- the ones which are still on the premises and the sewing machine with Mr. Skinner. Am I to understand the claimant will refuse to take these things now and are we supposed to go out and sell them?

THE COMMISSIONER: I agree that the claimant should take a positive stand one way or another. Perhaps it would be better to leave it for Mr. MacLennan to speak to in the morning. He can see the claimant in the meantime and make his decision rather than require him to make a decision now.

MR. HUNTER: Well, as long as we know, my lord, because we will have to take some action.

MR. MacLENNAN: I gather from my friend that we will be given the power from the Custodian to go and pick them up, or the Custodian will pick them up and give them to us. We have no power to go and get them.

MR. HUNTER: We can get them at any time they request, providing they will pay for the shipping, and we will ship them anywhere they wish. That has always been the policy of the Custodian, to ship when requested and to deduct the cost of shipping from the amount of the claimant's credit, but I believe it is closed out now.

THE COMMISSIONER: Mr. MacLennan's position, as I understand it, is these goods were vested in the

Custodian at a time presumably at or about the time of the man's evacuation and if the Custodian had knowledge of the existence of these goods, it would appear to him he might still have some responsibility for them. I do not wish to determine anything now because I do not feel I have all the information.

MR. HUNTER: But I don't believe, my lord, the terms of reference took into consideration any responsibility. It is the question of the difference between the fair market at the time of sale and the sale price, and these haven't been sold, my lord.

THE COMMISSIONER: Nor have they been lost, destroyed or stolen. It is still, I should think, for the Custodian to account for them.

MR. HUNTER: We are accounting for them. We have them and we are ready to turn them over to the claimant or go ahead and get the fair market value today.

THE COMMISSIONER: That is why I would suggest Mr. MacLennan be allowed to make a decision in the morning as to whether his client wishes to take the goods or is simply standing pat and refusing to make a stand.

MR. MacLENNAN: Very well, my lord.

THE COMMISSIONER: I think it is only right he should make a decision one way or another, then the Custodian can determine what course he will consider. Is that clear?

MR. MacLENNAN: That is clear, my lord.

THE COMMISSIONER: We will adjourn now until 10 o'clock tomorrow morning.

MR. MacLENNAN: Very good, my lord.

(PROCEEDINGS ADJOURNED UNTIL DEC. 11, 1947).

Kamloops, B. C.,

December 11th, 1947.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT).

MR. MacLENNAN: My lord, speaking to Case No. 15 on the list, which your Lordship asked me to speak to this morning, the case of Sakai, in connection with the chattels which the Custodian admitted were, as far as he knew, in the hands of Mrs. Therien and suggested that we could pick up the goods, or that he might arrange to have the goods picked up and delivered to the claimant.

THE COMMISSIONER: Yes.

MR. MacLENNAN: My lord, the claimant in this particular instance is unable to accept that proposition for this reason: These particular chattels, the chesterfield suite, baby buggy, and so on, are chattels which deteriorate very rapidly unless proper care istaken of them. They were used by this Mrs. Therien, apparently, for about five years without any rental or allowance being made to the claimant, and they would likely be of little or no value now.

THE COMMISSIONER: I see.

MR. MacLENNAN: Now, if there is no value in them due to these five years' use, we take the attitude

that that is equivalent to being destroyed. If they have a value, then I would think it would be incumbent on the Custodian to ascertain that value, and the only way he could do it would be by selling it, and the question then would be whether he obtained a fair market price.

THE COMMISSIONER: Very well.

MR. MacLENNAN: Now, there are other cases, my lord, however, in which this doesn't apply, where there are goods which do not deteriorate such as hammers, and that sort of thing, where the claimants will be very glad in most instances to have their goods returned to them and that can be done where there is no depreciation.

THE COMMISSIONER: We do not know of any other instances outside of Sakai.

MR. MacLENNAN: No, my lord.

THE COMMISSIONER: We will deal with that alone. I take it you do not wish them at all and it is up to the Custodian to make his decision as to what he does with them?

MR. MacLENNAN: Yes, my lord.

MR. HUNTER: My lord, I don't know whether my friend appreciates it, but there is an awkward situation there, where nothing can be done, as I see it, that is if we do nothing under the terms of reference they are only compensated for the difference between the sale price and the fair market value. If the property has never been sold, then there is no difference. That is the

situation and it seems a little anamolous, but I suggest the terms of reference do not say -- on the terms of reference we can sit there until Kingdom come and there will be no value. Actually we will sell but I want to point out there is a situation there where apparently that property could go topieces, and as long as it is still in existence and has not been lost, destroyed or stolen, my friend would have no claim.

MR. MacLENNAN: I would point out if the Custodian sat back and did nothing, that would not be sufficient. He would have to bring evidence at some stage to prowe these things were where his files show they were. Mrs. Therien may have these goods or she may not.

THE COMMISSIONER: Your position is quite clear now. Now I think it is for the Custodian to determine what action he is going to take with regard to it.

MR. MacLENNAN: That is right.

THE COMMISSIONER: The question of the rights of the claimant and the responsibility of the Government can be dealt with when argument is presented later.

MR. MAcLENNAN: That is right.

(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 15. Kamloops 10 Dec. 1947.

**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.

File 739. Kamloops

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

(1) NAME SAKAI (Print) Surname YONEICHI Given Name (RCMP) Reg. No.) 03323

(2) Pre-Evacuation Address 678--4th Avenue, Steveston, B. C.

(3) Present Address Minto Mine, B. C.

(4) REAL ESTATE

(a) Street Address (if any) Municipality of Richmond City or Municipality, B. C. Province

(b) Legal description (lot number, block number, section number, etc.)
Catalogue No. 774 ; 678--4th Avenue.
10, S½ 11/20/3/B3N/R7W/249.

(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.) Sole Owner

(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) - - - - - - - - - - - - - - - - - - - - - - $1200.00 gross sale price.
(v) Amount at which Custodian sold property and credited your account - - $867.99 875

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $332.01

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
678 - 4th Avenue, Steveston, B. C.

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

(c) How stored or packed at time of evacuation
Packed and stored in the above premises.

(over)

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

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

1. Written on separate sheet — Estimated Value $
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 $ 1633.67

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) - - - - - - - - - - - - - - - - - - - - - - - - - - - $ ~~1965.68~~ 1635.68

(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, YONEICHI SAKAI of the Townsite
of MINTO MINE in the PROVINCE of B. C.
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 Townsite of Minto Mine in the Prov. of BC this 17 day of Nov. A.D. 1947. Yoneichi Sakai

A Commissioner &c. Notary Public

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.

Personal property left by the claimant at
678 - 4th Avenue, Steveston, B. C.

Itemized description of personal property which is the subject of the claim:

| | | Estimated Value | |
|---|---|---|---|
| A. | 2 beds white | | |
| A. | 2 chairs broken | | |
| A. | 1 three piece chesterfielf suite | cost new 4 years before 300. | $ 150.00 |
| | 1 gramaphone | 4 years old. cost new 50 | 25.00 |
| C | 1 chiffonier | | 13.00 |
| | 1 chiffonier | | 13.00 |
| | 1 dresser | | 15.00 |
| | 4 piece dogfish gear - 4 boats gear - (7000 hooks) | | 240.00 |
| | 5 Scotch buoys | | 15.00 |
| | 3 kitchen stoves | | 15.00 |
| E | 1 dogfish gurdy | | 5.00 |
| | 1 coal-oil stove -2 burner | | 5.00 |
| | 4 chairs | | 2.00 |
| A. | 1 baby carriage | | 5.00 |
| | 1 cupboard | | 5.00 |
| F | 3 crosscut saws | | 3.00 |
| | 2 boxes miscellaneous | | 60.00 |
| A | 1 gramaphone | | 5.00 |
| | 1 couch | | 2.00 |
| | 1 cupboard | | 10.00 |
| | 1 chiffonier | | 7.00 |
| | 1 bed | | 5.00 |
| K | 3 lanterns | | 1.00 |
| | 1 Kitchen cupboard | | 7.00 |
| Q | 4 boxes miscellaneous | | 40.00 |
| | 4 bedsteads | | 20.00 |
| B. | 1 sewing machine | | 25.00 ? |
| L? | 2 trunks and contents | | 20.00 |
| K | 1 linoleum on floor | | 6.00 |
| K | 2 tables | | 15.00 |
| K | 1 lawn mower | | 5.00 |
| K | 1 typewriter | | 15.00 |
| K | 1 50 ft. rubber hose | | 5.00 |
| K | 3 stone crocks (2 gals; 5 gals; 6 gals) | | 3.00 |
| K | lumber | | 5.00 |
| K | 1 set encyclopedia | 6 years old. | 50.00 Eng. |
| K | 6 wooden barrels | | 6.00 |
| cred- | ~~350 shares of CANADA MIO COMPANY LIMITED~~ | | ~~350.00~~ |
| K | 1 electric heater | | 6.00 |
| | ~~1 fishing vessel (Fair Market Value $5600.00~~ | | |
| | ~~Forced to sell because of evacuation 5100.00~~ | | ~~500.00~~ |
| | TOTAL | | $ 1659.50 |
| | LOSS AMOUNT CREDITED FROM THE CUSTODIAN | | 25.83 |
| | TOTAL CLAIM FOR PROPERTY LOSS | | $ 1633.67 |

802.67.

FORM "JP"

FILE No. 734

Hastings Park

# OFFICE OF THE CUSTODIAN

## 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.

EXHIBIT NO. Case 15-1
DATE 10 Dec 1947
FILED BY J. A. McLennan

**PERSONAL INFORMATION**

NAME: SAKAI, Yoneichi

HOME ADDRESS: P. O. Box 174, Steveston, B. C.

REGISTRATION NUMBER 03323 SEX: Male AGE: 48

OCCUPATION: Fish packer

(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: B. C. Packers, Steveston, B. C.

MARRIED? yes

NAME OF WIFE OR HUSBAND: Matsu Y.

ADDRESS OF WIFE OR HUSBAND: P. O. Box 174, Steveston, B. C.

NAMES OF ANY LIVING CHILDREN: none under 16.

ADDRESS OF CHILDREN: none

AGE OF CHILDREN: none

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

1. LOCATION AND DESCRIPTION: Lot and one half at 678 4th Ave. West, Steveston, B. C. Legal description, unknown. Certificate of Title in owner's possession.

2. BUILDINGS AND OTHER IMPROVEMENTS: 5 room frame house on the above property.

3. INSURANCE (Give particulars; state where policies are) none

4. TAXES (Amount and where payable) $27.00 per year. 1941 taxes paid. Payable to the District of Richmond at Brighouse, B. C.

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: in owner's possession.

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

9. IF FARM LAND STATE CROPS SOWN none

---

**STATEMENT OF REAL PROPERTY OCCUPIED**

1. LOCATION AND DESCRIPTION: 5 room frame house at 678 4th Ave., West, Steveston, B. C.

2. LANDLORD'S NAME AND ADDRESS: declarant.

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

none

4. STATE WHEREABOUTS OF LEASE: none

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

none

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

---

**STATEMENT OF PERSONAL PROPERTY OWNED:**

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

Dog fish gear, 1 sewing machine, 1 stove, living equipment and personal effects at 678 # 4th Ave., West, Steveston, B. C. in owner's possession.

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: $800.00 Royal Bank of Canada, Steveston, B. C.

9. LIFE INSURANCE: $1500.00. Sun Life Assurance Co. Policy No. unknown. Premium, $100.00 per year paid to date. Beneficiary, wife, Matsu. Policy in owner's possession.

10. INTEREST IN ANY ESTATES OR TRUSTS. none

11. SAFETY DEPOSIT BOX: none

**LIABILITIES:**

1. PERSONAL DEBTS: none

2. TRADE DEBTS: none

REMARKS: none

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 3rd day of April 1942.

(Signature) Yoneichi Sakai

E. Nelson
Witness

FOR DEPARTMENTAL USE

B

Form No. 8. Statutory Lease. 9-41. The Clarke & Stuart Co. Limited, Law Printers and Stationers, Vancouver, B.C.

# This Indenture

Made in duplicate the Ninth day of May in the year of Our Lord one thousand nine hundred and forty-two.

**IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"**

**Between:**

YONEICHI SAKAI, of the Townsite of Steveston, in the Province of British Columbia, Fish Collector.

Insert full Names, Addresses and Occupations of parties.

hereinafter called the "Lessor" of the First Part:

*And*

HUGH ELDON SHINNER, of the townsite of Steveston, in the Province of British Columbia, Canneryman.

hereinafter called the "Lessee" of the Second Part:

**Witnesseth,** the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, **All and Singular** that certain parcel or tract of land and premises situate, lying and being in the Minicipality of Richmond in the Province of British Columbia and mor particularly known and described as:

EXHIBIT No. Case 15-2
DATE 10 Dec 1947
FILED BY J. A. McLennan
N

Lot Ten (10) and the South Half of Lot Eleven (11) of BLOCK TWENTY (20) of Section Three (3) Block Three (3) North Range Seven (7) West Map Two Hundred and forty-nine (249) in the District of New Westminster. and being No. 678-4th Avenue in the Townsite of Steveston.

**Together** with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining. together with Inventory attached and which is hereby made part of this agreement.

From the date of the evacuation of ~~day of~~ Lessor from Steveston, one thousand nine hundred and forty-two. for the term of duration of the war with Japan. ~~thence ensuing.~~

**Yielding** during the said term therefor the rent of-----Four ($4.00)--------- Dollars, per month----------
of lawful money of Canada, payable on the following days and times that is to say:

The sum of Four Dollars ($4.00) on the delivery of this agreement, the receipt of which is hereby acknowledged, and the further sums of Four Dollars ($4.00) on the Eleventh (11th) day of each and every month during the term of this agreement.

It is agreed and understoon that if the Lessor wishes to dispose of this property by sale, that the Lessee shall have the first opportunity of purchase, and providing the Lessee does not want to avail himself of the opportunity to purchase, than the Lessor shall give to the Lessee the usual Statutory Notice of 30 Days to quit.

the first payment to be made on the day of , 194

**That** the said Lessee covenants with the said Lessor to pay rent; ~~and to pay taxes~~; and to pay rates for water, electric light, gas and telephone.

**And** to repair; and to keep up fences; and not to cut down timber;

**And** the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

**And** will not assign without leave; and will not sublet without leave.

**And** that he will leave premises in good repair;

**And** that he will not carry on any business that shall be deemed a nuisance on the premises.

**Proviso** for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.

**Proviso** for re-entry on seizure or forfeiture of the said term.

The said Lessor covenants with the said Lessee for quiet enjoyment.

Proviso for re-entry on the usual 30 days notice being given on the termination of the war with Japan or on the return of the Lessor to Steveston.

**And also** that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

**And it is hereby Declared and Agreed** that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Wherever the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

**In Witness Whereof** the said parties have hereunto set their hands and seals the day and the year first above written.

**Signed, Sealed and Delivered**
IN THE PRESENCE OF

Signature of Witness Thomas C. Tuft

Street Address 78 Georgia Street,

City or Town Steveston, B.C.

Occupation A Commissioner Etc.

Yoneichi Sakai

Hugh E. Skinner

Dated May 9th, 1942.

YONICHI SAKAI.

—TO—

HUGN ELDON SKINNER.

# Statutory Lease

## SHORT FORM

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C. Form No. 8

Thos. C. King
78 Georgia St. - Phone 138
Steveston, B. C.

EXHIBIT No. Case 15-3 739
DATE 10 Dec 1947
FILED BY J. a. McLennan 731

Registration Number 03323

SAKAI Yonerchi

678-4th Ave. (P. O. Box 174) Steveston, B. C.

LOCATION AND NATURE OF PROPERTY

Lot 10 and S 5½ of Lot 11, Block 20, Section 3, Block 3 North, Range 7 Map 249, Dist. of New Westminster City lots.

LAND AND BUILDINGS

Land consists of one and one half lots situated at 678-4th Ave. Steveston. House is a 5 room frame, shingle roof, building in poor condition and badly in need of paint. Inside toilet, no bath.

OWNERSHIP

Have checked Certificate of Title in name of above Sakai, sole owner.

INSURANCE

No Fire Insurance

FINANCIAL POSITION

Claims to have approximately $900 in Royal Bank of Canada, Steveston. No liabilities. Inventory attached hereto.

RECOMMENDATIONS

Sakai wishes to board up property for the duration. The house would rent for at least $12.00 and with furniture for $15.00 per month. While I would consider it more advisable to rent the house, I can only recommend that the wishes of the owner be followed and he be permitted to board up the house.

April 14th, 1942

D. Mather

SAKAI, YONEICHI No. 03323.

Inventory as at April 10th, 1942.

1-3 piece Chesterfield Suite
1 Gramaphone with 36 Records
4 Tables
8 Chairs, (Kitchen)
2 Linoleum Rugs on Floor
1 Clock
1 Wood Stove
1 Coal Hod
Sundry Blinds and Curtains for all windows
1 Sewing Machine Treadle
1 Cot and Mattress
1 Kitchen Stove
Sundry Kitchen utensils
Sundry Cutlery and Crockery
1 Bed, Spring and Mattress
1 Bureau
1 Chest of Drawers

In Basement.

Sundry Dog Fishing Equipment including 7000 Hookswith Lines

2 Coal Stoves.

This is J. D. Mather inv. as contained in his report of April 14, 1942

J

POLICY No. 3400776

# The London & Lancashire
## GUARANTEE & ACCIDENT
### COMPANY OF CANADA

HEAD OFFICE - TORONTO

EXHIBIT No. Case 15-U
DATE 10 Dec. 1947
FILED BY J. A. McLennan

REPLACING POLICY Nº New

| SUM INSURED | RATE | PREMIUM | TERM | FROM NOON | TO NOON |
|---|---|---|---|---|---|
| $ 1200.00 | 1.40% | $ 16.80 | 3 Years | May 9th, 1942 | May 9th, 1945. |

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

ATTACHED TO AND FORMING PART OF THIS POLICY.

## DWELLING BUILDING AND CONTENTS

**(This form does not apply to farm property)**

1. $ 1000.00 On the one story frame Building with shingle roof, and its additions communicating and in contact therewith, foundations, landlord's permanent fittings and fixtures attached thereto and forming part thereof, including frescoes and plate glass, while occupied only as a Private Dwelling, situate On Lot 10 and the South half of Lot 11, Block 20 of Section 3, Block 3 North, Range 7 West, Map 249 in the District of New Westminster, and being No. 678 on the East side of 4th Avenue, in the Town of Steveston, Province of British Columbia.

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

The amount of insurance, if any, under this item shall (if the risk is under fire department protection, but not otherwise) be extended to cover fences and walks immediately surrounding said dwelling.

2. $ nil On rents or rental value of the building described above, subject to the conditions of the rent clause attached hereto.

3. $ 200.00 On household furniture, supplies and personal effects (including paintings, sculpture, curiosities, works of art, articles of vertu, all at not exceeding cost) printed books, plate, plated ware, jewellery, scientific and musical instruments, clocks, watches, trinkets and mirrors, the property of the Insured or of any member of the Insured's family only while contained in the above described building.

This item may, at the option of the Insured, be held to cover the personal effects of guests and servants; loss, if any, to be adjusted with and payable to the insured named in this policy.

Not exceeding ten per cent. of the amount insured under the household furniture item of this policy may at the option of the Insured, be extended to cover ordinary household contents while contained in outbuildings on the same premises, it being understood that the total liability shall not exceed the amount insured under this item.

4. $ nil On the story Building with roof, and its additions communicating and in contact therewith, while occupied only as and situate

HYDRANT CLAUSE

5. $ nil On

In consideration of the rate of premium at which this policy is written it is understood and agreed between the Company and the Insured that this risk is located within 500 feet of a standard hydrant on not less than a 4-inch main.

6. $ nil On

BOARD INSURANCE

---

**No Insurance shall apply** to the item or items opposite which no specific amount is inserted.

$ 1200.00

**If the Insurance** under this policy covers more than one of the above items, the liability under each item shall be limited to the specific amount set opposite each item.

B.C.U.A. map reference: Vol. Sheet 3 Block 30 No. 60.

Loss, if any, ~~[illegible]~~, payable to The Official Custodian of Alien Property.

located at subject, nevertheless, to all the terms and conditions of this policy.

**Other Concurrent Insurance Permitted.**

**Permission granted** to make ordinary alterations or repairs, not to exceed fifteen days at any one time, (but it is understood and agreed that extraordinary alterations, repairs or additions are prohibited without notice to and the consent of this Company obtained in writing) and for the storage of not exceeding three private automobiles in the building(s) described, it being understood and agreed by the Insured that not more than one (1) gallon of gasoline except that contained in the reservoirs of the automobiles or as otherwise herein provided will be kept in the building(s).

**Lightning and Electrical Current Clause:** (See Statutory Conditions).

Attached to and forming part of Policy No. 3400776 of London & Lancashire Guarantee & Accident Co. of Canada.

Dated May 9th, 194 2.

Thomas C. Kuig Agent.

B.C. STANDARD FORM U.A. No. 1 (Sept., 1937)

IN WITNESS WHEREOF, I, the undersigned being duly authorized by the Company, have executed and attested these presents dated at Vancouver, B. C. this 9th day of May 19 42.

Not valid unless countersigned by Agent.

Thomas C. Tunig.
Agent

*Attorney and Agent of the Company*

ALBERTA, BRITISH COLUMBIA
MANITOBA, NEW BRUNSWICK
NOVA SCOTIA, ONTARIO
SASKATCHEWAN

# STATUTORY CONDITIONS

**Misrepresentation** **1.** If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.

**Form of Contract** **2.** After application for insurance, if the same is in writing, it shall be deemed that any policy sent to the insured is intended to be in accordance with the terms of the application, unless the insurer points out in writing the particulars wherein it differs from the application, in which case the insured may, within two weeks from the receipt of the notification, reject the policy.

**Property Not Insured** **3.** Unless otherwise specifically stated in the policy, money, books of account, securities for money, evidences of debt or title, and automobiles, tractors and other motor vehicles, are not insured.

**Risks Not Covered** **4.** Unless otherwise specifically stated in the policy, the insurer is not liable for the losses following, that is to say:

(*a*) for loss of or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the policy;

(*b*) for loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power;

(*c*) for loss due to the want, within the knowledge of the insured, of good and substantial chimneys; or caused by ashes or embers being deposited, with the knowledge and consent of the insured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the insured, in an unsafe condition or improperly secured; or

(*d*) for loss of or damage to goods while undergoing any process in or by which the application of fire heat is necessary.

**Risks Not Covered Except By Special Permission** **5.** Unless permission is given by the policy or endorsed thereon, the insurer shall not be liable for loss or damage occurring:

**Repairs** (*a*) to buildings or their contents during alteration or repair of the buildings and in consequence thereof; fifteen days being allowed in each year for incidental alterations or repairs without such permission;

**Inflammable Substances** (*b*) while illuminating gas or vapour is generated by the insured, or to his knowledge, in the building insured or which contains the property insured, or while there is stored or kept therein by the insured, or, to his knowledge, by any person under his control, petroleum or any liquid product thereof, coal oil, camphene, gasoline, burning fluid, benzine, naphtha, or any of their constituent parts (refined oil for lighting, heating or cooking purposes only, not exceeding five gallons in quantity, gasoline, if contained in a tightly closed metallic can free from leaks and not exceeding one quart in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than is required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds weight of gunpowder, dynamite or similar explosives;

**Change of Interest** (*c*) after the interest of the insured in the subject-matter of the insurance is assigned, but this condition is not to apply to an authorized assignment under *The Bankruptcy Act* or to change of title by succession, by operation of law, or by death;

**Vacancy** (*d*) when the building insured or containing the property insured is, to the knowledge of the insured, vacant or unoccupied for more than thirty consecutive days, or being a manufacturing establishment, ceases to be operated and continues out of operation for more than thirty consecutive days.

**Explosion and Lightning** **6.** The insurer will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gas works, whether fire ensues therefrom or not; and loss or damage by fire caused by any other explosion; but, if electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents is excluded and the insurer shall be liable only for such loss or damage to them as may occur from fire originating outside the article itself.

**Material Change** **7.** Any change material to the risk and within the control and knowledge of the insured shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the policy, or may notify the insured in writing that, if he desires the policy to continue in force, he must within fifteen days of the receipt of the notice pay to the insurer an additional premium, and in default of such payment the policy shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

**Other Insurance** **8.** (*a*) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent. of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void.

(*b*) The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof.

(*c*) In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (*a*) of this condition.

**Mortgagees and Other Payees** **9.** Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

**Termination of Insurance** **10.** (1) The insurance may be terminated:

(*a*) subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the *pro rata* premium for the expired time;

(*b*) if on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

(2) Repayment of the excess premium may be made by money, post office order or postal note or by cheque payable at par and certified by a chartered bank doing business in the Province. If the notice is given by registered letter, such repayment shall accompany the notice, and in such case the fifteen days mentioned in clause (*a*) of this condition shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.

**Salvage** **11.** After any loss or damage to insured property, it shall be the duty of the insured, when and as soon as practicable, to secure the insured property from further damage, and to separate as far as reasonably may be the damaged from the undamaged property, and to notify the insurer of the separation.

**Insurance on Goods Moved** **12.** If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; and the insurer will contribute *pro rata* towards any loss or expense connected with such act of salvage, according to the respective interests of the parties.

**Entry, Control, Abandonment** **13.** After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

**Who To Make Proof of Loss** **14.** Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or in the like case or if the insured refuse to do so, by a person to whom any part of the insurance money is payable.

**Requirements After Loss** **15.** Any person entitled to claim under this policy shall:

(*a*) forthwith after loss give notice in writing to the insurer;

(*b*) deliver, as soon thereafter as practicable, a particular account of the loss;

(*c*) furnish therewith a statutory declaration declaring:

(i) that the account is just and true;

(ii) when and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarant knows or believes;

(iii) that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;

(iv) the amount of other insurances and names of other insurers;

(v) all liens and encumbrances on the property insured;

(vi) the place where the property insured, if moveable, was deposited at the time of the fire;

(*d*) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy. The evidence furnished under this clause shall not be considered proofs of loss within the meaning of conditions 18 and 19.

**Fraud** **16.** Any fraud or wilfully false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

**Arbitration** **17.** If any difference arises as to the value of the property insured, the property saved, or the amount of the loss, such value and amount and the proportion thereof, if any, to be paid by the insurer shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the insured and the other by the insurer, and a third to be appointed by the persons so chosen, or on their failing to agree, then by a Judge of the County or District Court of the County or District in which the loss has happened; and such reference shall be subject to the provisions of *The Arbitration Act*; and the award shall, if the insurer is in other respects liable, be conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of costs shall be in the discretion of the arbitrators.

**When Loss Payable** **18.** The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

**Replacement** **19.** The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild or replace the property within thirty days after receipt of the proofs of loss and shall thereafter proceed with all due diligence to the completion thereof.

**Action** **20.** Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

**Agency** **21.** Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be the agent of the insurer for the purpose.

**Waiver of Condition** **22.** No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

**Notice** **23.** Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

**Subrogation** **24.** The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

NOTE - ENDORSEMENTS HEREON MAY BE APPROVED ONLY BY HEAD OFFICE, BRANCH OFFICE, OR THE AGENT ISSUING THIS POLICY

# ENDORSEMENT FORMS

## FOR ACTUAL SALE ONLY

FOR VALUE RECEIVED, hereby transfer, assign, and set over unto (the purchaser) all right, title and interest in this Policy of Insurance, and all benefits and advantage to be derived therefrom.

WITNESS hand and seal this day of 1

*Signed, Sealed and Delivered in presence of*

.....

.....INSURED.

**THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA** hereby consent that the interest of in the within Policy be assigned to subject nevertheless to all the conditions and stipulations therein contained.

Policy No. .....AGENT.

Endorsement Fee $

## COLLATERAL SECURITY

1

**THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA** is hereby requested by the Insured to make loss, if any, under this Policy, payable to of Mortgagee, in so far as buildings only are concerned.

.....INSURED.

1

At the request of Insured Loss, if any, under this Policy, is made payable to of Mortgagee, in so far as buildings only are concerned, subject nevertheless to all the conditions and stipulations therein contained.

Policy No. .....AGENT.

Endorsement Fee $

## REMOVAL OF FURNITURE OR STOCK

THIS POLICY shall hereafter cover the within described property only while contained in the building roofed with occupied as situate No. on the side of Street, ceasing to cover as heretofore, subject nevertheless to all the conditions and stipulations therein contained.

.....AGENT.

Endorsement Fee $

# FIRE POLICY

POLICY No. 3400776

NAME YONEICHI SAKAI

PROPERTY INSURED B/C/Dwelling

AMOUNT $ 1200.00 PREMIUM $ 16.80

EXPIRES May 9th, 1945. AT 12 O'CLOCK NOON

THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT Co

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

AGENCY:

THOMAS C. KING,
Steveston, B. C.

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

THOMPSON & SONS LTD., TORONTO

## RECEIPT FOR CANCELLATION

TO BE SIGNED BY THE INSURED

$..... ..... 19.....

IN CONSIDERATION OF.....Dollars, return Premium,

the receipt of which is hereby acknowledged. this Policy is cancelled and surrendered to

**THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA**

and the Interim, and Renewal Certificate (if any), for same, acknowledged to be of none effect.

MORTGAGEE, (IF ANY,) MUST ..... INSURED
DISCHARGE INTEREST

..... MORTGAGEE

No. of Policy.....

No. of Renewal.....

Amount Insured.....

| | DAY | MONTH | YEAR |
|---|---|---|---|
| Date of Cancellation, | | | |
| " " Policy, | | | |
| Time in force, | | | |

IF ANNUAL, GIVE NO. OF DAYS IN FORCE

Premium Paid.....$.....

" Earned at.....rate $.....

" Returned, $.....

IF PRO RATA, STATE REASON WHY

.....

.....

STATUTORY CONDITIONS

Personal property left by the claimant at
678 - 4th Avenue, Steveston, B. C.

Itemized description of personal property which is the subject of the claim:

Bobcat

EXHIBIT NO. Case 15-5
DATE 10 Dec 1947
FILED BY J. A. McLennan

| | Estimated Value |
|---|---|
| 1 three piece chesterfield suite | $ 150.00 |
| 1 gramaphone | 25.00 |
| 2.25 1 chiffonier | 13.00 |
| 1 chiffonier | 13.00 |
| 1 dresser | 15.00 |
| 4 piece dogfish gear-4 boats gear | 240.00 |
| 5 Scoth buoys | 15.00 |
| 3 kitchen stoves | 15.00 |
| 1 dogfish gurdy | 5.00 |
| 1 coal-oil stove-2 burner | 5.00 |
| 4 chairs | 2.00 |
| 1 baby carriage | 5.00 |
| .25 1 cupboard | 5.00 |
| 3 crosscut saws | 3.00 |
| 2 boxes miscellaneous | 60.00 |
| .25 1 gramaphone | 5.00 |
| 4.50 1 couch | 2.00 |
| 1 cupboard | 10.00 |
| 1 chiffonier | 7.00 |
| 3.50 1 bed | 5.00 |
| 3 lanterns | 1.00 |
| 5.25 1 kitchen cupboard | 7.00 |
| 4 boxes miscellaneous | 40.00 |
| 1 at 12 4 bedsteads | 20.00 |
| 1 sewing machine | 25.00 |
| 2 trunks and contents | 20.00 |
| 1 linoleum on floor | 6.00 |
| 2 tables | 15.00 |
| 1 lawn mower | 5.00 |
| 1 typewriter | 15.00 |
| 1 50 ft. rubber hose | 5.00 |
| 3 crocks (2 gals; 5 gals; 6 gals) | 3.00 |
| lumber | 5.00 |
| 1 set encyclopedia | 50.00 |
| 6 wooden barrels | 6.00 |
| 330 shares of CANADA MIO COMPANY LIMITED | 330.00 |
| L electric heater | 6.00 |
| 1 fishing vessel (Fair Market value $5600.00 (Forced to sell because of evacuation 5100.00 | 500.00 |
| TOTAL | $ 1659.50 |
| LOSS AMOUNT CREDITED FROM THE CUSTODIAN | 25.83 |
| TOTAL CLAIM FOR PROPERTY LOSS 1659.50 | $ 1633.67 |

830.00

$ 803.67

NAME SAKAI, Yoneichi

REGISTRATION NO. 03323 FILE NO. 739

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

EXHIBIT No. Case 15-6
DATE 10 Dec 1947
FILED BY J. A. McLennan

| | |
|---|---|
| √Kitchen cabinet | $5.25 |
| √Chest of drawers | 2.25 |
| √Gramophone ✓ | 0.25 |
| √Magazine rack | 0.25 |
| √Bed & spring | 12.00 |
| √Double bed & spring | 3.50 |
| √Winnipeg Couch | 4.50 |

| | | |
|---|---|---|
| Total | | $ 28.00 |
| Less Expenses: (Auctioneer's Fee: | $2.80 | |
| (Advertising: | 1.30 | $ 6.73 |
| (Moving: | 2.63 | |
| Net Proceeds Credited: | | $21.27 |

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering list No. Steveston 13

Remarks.

NAME SAKAI, Yoneichi

REGISTRATION NO. 03323 FILE NO. 739

The following chattels were sold by public auction at Steveston, B. C. on August 11, 1944.

| | |
|---|---|
| —Cross cut Saw | $ 0.85 |

| | | | |
|---|---|---|---|
| Total | | | $ 0.85 |
| Less Expenses: | (Auctioneer's Fee: | $0.08 | $ 0.23 |
| | (Advertising: | 0.05 | |
| | (Moving: | 0.10 | |
| Net Proceeds Credited: | | | $ 0.62 |

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering List No. Steveston 18

Remarks.

NAME SAKAI, Yoneichi

REGISTRATION NO. 03323 FILE NO. 739

The following chattels were sold by public auction at Steveston, B. C. on June 2, 1944.

| | |
|---|---|
| 2 Stone Jars | $ 0.25 |
| 2 Iron Pots | 0.50 |
| Large Stone Jug | 0.50 |
| 1 Large & 1 Small Jug | 1.00 |
| 2 Kitchen chairs | 1.10 |
| Oil Stove | 1.00 |
| Heater Stove | 1.00 |

| | | |
|---|---|---|
| Total | | $ 5.35 |
| Less Expenses: (Auctioneer's Fee: | $0.53 | $ 1.41 |
| (Advertising: | 0.29 | |
| (Moving: | 0.59 | |
| Net Proceeds Credited: | | $ 3.94 |

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering list No. Steveston, 14

Remarks.

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE No. 739

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

February 5th, 1947.

EXHIBIT No. Case 15-7
DATE 10 Dec 1947
FILED BY J. A. McLennan

REGISTERED

Mr. Yoneichi SAKAI,
Registration No. 03323,
Minto City, B. C.

Dear Sir:

The Custodian has now completed the review of your file and we are enclosing herewith our cheque in the amount of $38.87 being your entire balance with the Custodian.

We find that there is still outstanding a chesterfield suite and one Singer sewing machine which will be dealt with in the very near future.

The proceeds from the sale of auctions belonging to N. Kurahashi, F. Hashimoto, Shigeo Yokota, Yasuji Sakai have been transferred to their respective files.

We are still waiting for information with reference to one net size 5/50 x 5 13/16" x 50 m x 200 fathoms which was found in your basement under the name of A. Kana. We have no such person registered. The amount of the sale, $50.00, has been placed into the Custodian's Suspense account for identification.

Kindly acknowledge receipt of this cheque.

Yours truly,

George Peters

George Peters,
Office of the Custodian.

GP/ic

Encl. - cheque $38.87

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE NO. 739

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

EXHIBIT NO. Case 15-8
DATE 10 Dec 1947
FILED BY J. A. McLennan

March 13th, 1947.

Mr. Yoneichi SAKAI,
Registration No. 03323,
Minto Mines, B. C.

Dear Sir:

This will acknowledge receipt of your letter of February 22nd, 1947.

In your original declaration to the Custodian on April 3, 1942, you declared the following goods at 678 - 4th Avenue West, Steveston, B.C.

Dog fish gear
1 sewing machine
1 stove
living equipment
personal effects

On April 10, 1942, Mr. King made an inventory of the goods left by you in your home. Later, we find you made an arrangement with Mr. Hugh Skinner to look after your chattels.

After the sale of your property, the Custodian removed chattels from your home and it was then discovered that in addition to your own chattels some were found in the names of

M. Kurahashi
Y. Sakai
Y. Hashimoto

Goods that were tagged in their names and identified were transferred to their accounts with the Custodian. At that time, a chesterfield was left in the house with the tenant and your sewing machine was taken away by Mr. Skinner.

The list that you sent into this office in 1945 varies considerably from the inventory that was taken by Mr. King, and we are of the opinion that you were at the house at the time Mr. King took this inventory. On the removal of your goods, the Custodian's agent discarded as of no saleable value:

1 gramophone
2 chairs
baby carriage
chiffonier
2 or 3 white beds
clock
2 stoves
scotch buoys

For your information, we are enclosing herewith a list of the articles that were auctioned and credited to your account by the Custodian.

...2/

March 13th, 1947.

Regarding the 7,000 hooks with lines, Mr. Skinner informs this office that 5,000 of these hooks with lines were sold by him and the money forwarded direct to you.

If you wish your sewing machine shipped to you, we would not object to you making your own personal arrangements with Mr. Hugh Skinner. His address is 560 No. 1 Road, Steveston, B. C.

Yours truly,

George Peters,
Office of the Custodian.

GP/ic

Encl. - list of chattels auctioned.

LIST OF CHATTELS BELONGING TO Yoneichi SAKAI
SOLD AT AUCTION

Cross cut saw
2 stone jars
2 iron pots
large stone jug
1 large and 1 small jug
2 kitchen chairs
oil stove
heater stove
kitchen cabinet
chest of drawers
gramophone
magazine rack
bed and spring
double bed and spring
Winnipeg couch

EXHIBIT No. Case 15-9
DATE 10 Dec. 1947
FILED BY
J.A. McLennan
K.

Living Room:
1 three piece chesterfield suite
1 gramaphone

Back Bedroom:
1 chiffonier

Front Bedroom:
1 chiffonier
1 dresser

Basement:
4 piece dogfish gear-4boats gear
5 Scotch buoys
3 kitchen stoves
1 dogfish gurdy
1 coal-oil stove - 2 burner
4 chairs
1 baby carriage
1 cupboard
3 crosscut saws
2 boxes miscellaneous
1 gramaphone
1 couch
1 cupboard
1 chiffonier
1 bed
3 lanterns
1 kitchen - cupboard
4 boxes miscellaneous
4 bedsteads
1 sewing machine
2 trunks

Hugh Skinner