Name of Claimant NITSUI, Yoshio Case 42

Custodian File 1749

REAL PROPERTY											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:		
						% of Total	Amount		% of Total	Amount	
		750.									150.00

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	

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	
277.70	119.25	35.77						35.77

TOTAL RECOMMENDATION	185.77

CASE NO: 42.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lytton, B.C.,

January 15th, 1948.

IN THE MATTER OF THE CLAIM OF

YOSHIO NITSUI.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 42.

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)

Lytton, B.C.,

January 15th, 1948.

IN THE MATTER OF THE CLAIM OF

YOSHIO NITSUI

PROCEEDINGS AT HEARING.

APPEARANCES:

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

A. WATSON, Esq.,	Secretary.
D.J. HANFORD, Esq.,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

MR. McMASTER: Might I have the claim form, please, Mr. Watson? We won't require the Interpreter in this case.

YOSHIO NITSUI, the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. McMASTER:

Q Witness, is this your signature on this claim form and did you swear the declaration thereon?

A Yes.

MR. McMASTER: My lord, I would bring your attention to the fact that there are three types of claim involved in this claim; first of all, with regard to real estate; secondly, with regard to a vessel and its equipment; and thirdly, with regard to personal chattels whihh were on the vessel. I might say that some of these personal chattels relate to his fishing operation but werenot on the vessel in my submission.

Q Witness, I produce to you a form. Was that drawn by your solicitor on your instructions?

A Yes.

Q And is that your signature at the bottom?

A Yes.

Q You know the contents of that form. Do you swear they are true to the best of your knowledge and recollection?

A Yes.

THE COMMISSIONER: They are related to real estate?

MR. McMASTER: Yes, my lord. I file the statement as

Exhibit 1. This was a lot, my lord, in Port Alberni Land District at Fraser Bay, Ucluelet Inlet, B.C. The material filed in this statement shows that the lot was purchased as raw land in 1939 by the claimant for $150.00 and the size of the lot was --

Q 40 by?-? A: 100.

Q 40 by which? A: 100.

MR. McMASTER: I am sorry. I have made an error in drawing this form. The size of the lot is 40 x 100.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. McMASTER: This is a small fishing community, my lord, up the West Coast of Vancouver Island. The claim states that he cleared the lot and built a water reservoir at the back of the lot, showing the cost and he built a house there in 1940 at an approximate cost of one thousand dollars.

Now I would ask my learned friend to produce a report to the Custodian dated July 18th, 1942, from Mr. Hinton. This is a report produced, my lord, from the Custodian's file dated July 18th, 1942, addressed to the Custodian, attention Mr. R.P. Alexander re this claimant. It commences, "In accordance with your instructions I have investigated and taken control of the property of the above man as recorded on his registration form as follows:", and then it gives a description. "In connection therewith I have to report

as follows". Now he describes the location of the lands in his report and apparently forwarded a map which is not attached to the report and with respect to the buildings gives a description of the buildings in this way. "This is a one-storey, wood-frame building, three-roomed house with attic, shingle roof, brick chimney. Water piped into kitchen. Small shed at side. The house is clean and in fair condition."

Then he expresses an opinion as to the possible realizable value of the property as from $900.00 to $1000.00. As you will notice from the form which I filed as Exhibit 1, the claimant is prepared to agree with the general description of the property and the premises, but he suggests that the valuation is low. Now inasmuch as I wish to refer to that report again, I would ask to file it as an exhibit.

(REPORT MARKED EXHIBIT NO. 2).

MR. McMASTER: I would ask my learned friend to admit that the assessed values on these lands and premises -- what year is it?

MR. HUNTER: In 1944 it was $150.00 for land and $1000.00 for improvements.

MR. McMASTER: $150.00 for land, and $1000.00 for improvements.

Q I produce to you, witness, another statement which you asked Mr. Leckie or myself to prepare, is that correct? A: Yes.

Q Is that your signature on the document?

A Yes.

Q Do you swear that the contents are true to the best of your knowledge and recollection?

A Yes.

THE COMMISSIONER: That relates to--?

MR. McMASTER: That relates, my lord, to the fishing vessel and the gear which was left on the vessel, and in that respect, my lord, I would ask for leave to reduce the claim with regard to the fishing gurdy, spot-light, etc., as appears in Section 5(e) of the claim form from $300.00 to $235.00.

THE COMMISSIONER: $235.00.

MR. McMASTER: Yes. I might say, my lord, upon going into this matter with my client, I found he had included in the "etc." certain items which he agreed were the normal marine equipment in the boat and therefore ought not to be shown separately.

(STATEMENT MARKED EXHIBIT NO. 3).

Q Now, witness, was this boat your property?

A Yes.

Q And where did you leave it?

A In the hands of the Navy.

Q In the hands of the Navy pursuant to instructions from -- A: From the Navy.

Q --from the Navy, yes. You say that you don't know when the boat was purchased. Will you just explain the reason for it?

A It was given to me by my father.

Q Approximately when was it given to you by your father? A: 1936.

Q And that wasbecause he was retiring from fishing, I understand? A: Yes.

Q These items which you show on this form, the fishing gurdy, spotlight, and ropes, were they on the boat at the time that you handed it over to the Navy? A: Yes.

Q And are the valueshere shown on this Exhibit 3 in your opinion fair market values for those things? A: Yes.

Q I take it that the fishing gurdy is part of your winches and like equipment that you use in fishing? A: Yes, thatyou use in fishing.

Q And is an expensive piece of equipment?

A Yes.

Q Now you state on the boat you left an anchor and compass and other normal marine equipment?

A Yes.

Q Now with regard to the price that you have stated as the estimated value of the boat, do you consider that to be a fair market price for the boat at the date you were evacuated?

A Yes.

Q Witness, do you have any recollection whatsoever of signing a document such as this which I am now producing to you from the Custodian's files?

A No, no recollection.

Q None whatsoever? A: No.

Q This is what is called a Japanese declaration form and it is a form in which you were supposed to declare the property that you had, and you say you have no recollection of signing such a form? A: No.

MR. McMASTER: I would ask the Custodian if he can produce the original of that J.P. form? This is a copy, not signed.

THE COMMISSIONER: This is the J.P. form, is it?

MR. McMASTER: The J.P. form, my lord, yes.

MR.HUNTER: I can't produce it here.

MR. McMASTER: Q: Do you have any recollection, witness, at all of claiming to the Custodian or to any other person that the value of this boat was $1800.00 at any time?

A No.

Q Now would you explain to my lord why you consider that your boat was worth $1485.00?

A How much was it?

Q $1485.00 is what you have claimed.

A Yes.

Q Now, would you explain how you arrive at that value as being a fair value for your boat?

A Oh, I see. I spent certain money for upkeeps.

THE COMMISSIONER: Q: You must speak up, witness, so I can hear you.

A A certain amount of money put into her for the maintenance of the boat and engine overhauls and soon, and by the condition of the boat I

reach that price.

MR. McMASTER: Q: First of all, were you engaged actively in fishing prior to your evacuation?

A Yes, out in the Pacific.

Q Did you have occasion while so doing to be aware either particularly or generally of the sale price of boats in the few years preceding evacuation among fishermen?

A You mean that price there?

Q No, I mean of any boats that were sold around that time. Did you have any general knowledge of what boats were going for prior to evacuation?

A Oh yes.

Q Have you any specific knowledge of boats of a like kind to your own being sold around that time?

A Yes.

Q Could you give us any specific case?

A No, I haven't any idea.

Q You haven't any specific cases that you are aware of? A: No.

Q So this is just your estimate?

A Yes.

Q Of what the value of the boat was at the time that you were evacuated?

A Yes.

Q Could you explain to the Commission why you arrive at an odd figure rather than just a rough even figure? I see you say $1485.00. Why didn't you say $1500.00?

A I count up everything, the equipment and things,

and arrive at that amount.

Q Now was that the normal equipment of the boat that you were counting in on that?

A Yes.

Q Did that estimate include any of the special itmms you have enumerated here?

A No.

MR. McMASTER: My lord, with respect to the personal chattels, I think perhaps I can shorten what may otherwise be a very lengthy procedure as there are a large quantity of chattels involved, by ffankly admitting that this claimant did not supply the Custodian with an inventory of his chattels, and not only did not supply him with it but refused to give him one saying to the Custodiam that he had left these chattels with the tenant of his house and that an inventory had been made at that time and that he wanted them kept by the tenant and he didn't want them taken by the Custodian.

THE COMMISSIONER: In other words, he delivered them into the custody of the tenant at the time he was evacuated?

MR. McMASTER: That is correct, my lord. Absolutely, my lord, that is not quite correct. He entered into a tenancy and the tenant didn't take occupation until after he left, but he handed the key to the premises over to the Provincial Policeman and shortly after he left, the tenant went into possession.

THE COMMISSIONER: That is this man Wesnedge, is that his name?

MR. McMASTER: Wesnedge is the tenant, yes, my lord.

THE COMMISSIONER: Then what is the situation? Did the Custodian ever get actual physical possession?

MR. McMASTER: The indication is from the claim analysis and also from the correspondence in the Custodian's file, and my learned friend can correct me if I am wrong, apparently the Custodian did go over there and did, in fact, go into these premises and take possession of certain goods and chattels. The claimant consulted Messrs. Norris & MacLennan concerning the same and letters went back and forth, I think a letter each, between the Custodian's Department and Norris & MacLennan, in which one of the members of the staff of the Custodian's office stated that he had personally been over at this place when the chattels were taken, that he had seen the goods removed from the house, and taken to auction, and that they had been auctioned, and that he was quite sure that nothing had been lost in the process of so doing and that he had checked all the goods that were there. Now, my lord, on the face of it, it looks as if we might, by the terms of reference, be barred to such goods as the Custodian got into his possession or were auctioned.

THE COMMISSIONER: Limited, you mean?

MR. McMASTER: I am sorry. We might be limited to

those things, my lord; however, there are two circumstances with regard to those, the first of them is the report which I have already filed and I would like to refer, if I might, to several items in that report. Now, first of all, Mr. Hinton, in writing his report, says he is acting on instructions and says, "I have investigated and taken control of the property of the above man as recorded on his registration form as follows". He only lists the real property and the two items which are shown on this copy of the J.P. form that my learned friend has produced to me.

THE COMMISSIONER: What was the date of the claimant's refusal to give the Custodian an inventory in terms of the report which you have put in?

MR. McMASTER: The refusal was dated July 28th, 1942.

THE COMMISSIONER: And the report?

MR. McMASTER: The report, July 18th, 1942.

Now I proceed, my lord, from that and I take it this man was instructed from his letter to take this man's property into his care and he only referred to those two items, and then at the end of his report he states, "Not shown on Registration Form:" "The tenant informed me that the owner had left in his care certain articles for storage and that these were in the house. When the Japanese owner was evacuated an inventory was made and Mr. Wesnedge receipted for the contents. I understand that

"the owner left instructions with Mr. Wesnedge regarding the sale of certain articles."

Then Mr. Hinton makes a recommendation to the Custodian that the tenant be asked to state what goods he now holds in storage on behalf of the owner. Now, as far as I can see from the Custodian's file, that recommendation was never acted upon.

THE COMMISSIONER: Was it not acted upon?

MR. McMASTER: It was not acted upon, I submit, until 1944 when they went over there to sell the goods. Then they took the goods and didn't make any inventory, apparently, and I will adduce evidence, my lord, from this witness that many of the goods that appear on the auction form were not his goods so that when Mr. Green says he is quite certain he took only his goods and he kept track of them all the time and can assure us in every detail these goods were looked after where, in point of fact, his goods quite obviously got mixed up with other goods and he is credited in his account with goods that are not his goods --

THE COMMISSIONER: But you are overlooking the fact on July 28th just ten days after that report was made, apparently a request was made to the claimant to deliver up an inventory and he refused to do so.

MR. McMASTER: I agree that is quite so, but on the

other hand the Custodian in the meantime had taken steps to know where the goods were, and had taken no steps to protect them.

THE COMMISSIONER: The shoe is rather on the other foot, is it not? The claimant, by reason of his stubborness, may have suffered a loss here.

MR. McMASTER: My lord, with respect, I don't think it is entirely subborness. It may have been under a misapprehension as to what his best interests were, but quite obviously at that stage he had greater confidence in his tenant than he had in the Custodian.

THE COMMISSIONER: That is apparent.

MR. McMASTER: I don't think the lack of his confidence in the Custodian at that stage, once the Custodian knew of the existence of these goods, is a matter of concern. The Custodian quite readily could have ascertained that they were there and could have protected them. Then I would submit it doesn't matter very much what the claimant says or does or desires.

THE COMMISSIONER: I am not greatly impressed, Mr. McMaster. You better elicit any evidence from this witness that you can about desire, then we will meet this problem when we come to it.

MR. McMASTER: It may be necessary, my lord, for me later on when I am able to get in touch with the tenant if I can locate him and perhaps call him to give evidence as to what was actually taken by Mr. Green.

THE COMMISSIONER: That will be open to you.

MR. McMASTER: Q: Now, witness, about the time you were evacuated from your home, did you enter into arrangements with Mr. Wesnedge concerning the renting of your premises?

A Yes.

Q And was that a written agreement?

A Yes.

Q Who drew that agreement for you?

A A local constable.

Q Yes, and did that agreement include your goods and chattels --

THE COMMISSIONER: Let the document speak for itself. I think you better put it in.

MR. McMASTER: Q Will you identify that document, witness? A: Yes.

Q Is that the rental arrangement you entered into?

A Yes.

MR. McMASTER: I file that as Exhibit 4.

(AGREEMENT MARKED EXHIBIT NO. 4).

Q At the same time you entered into that agreement was there an inventory taken of your goods and chattels? A: Yes.

Q And how were your goods and chattels stored?

A Packed in cartons and wooden boxes and put up in the attic of the house.

Q In the attic of the house?

A Yes.

Q Can you identify this document (producing)?

A Yes.

Q What is that? A: It is an inventory of the chattels I left.

Q And is that your signature on that document?

A Yes.

Q And is that Mr. Wesnedge's signature?

A Yes.

Q On both of those lists?

A Yes.

Q One list was taken March 6th, 1942, and the other list on March 9th, is that correct?

A Yes.

Q And was the police constable present when those lists were made and signed?

A Yes.

Q Anddid he, in fact, make them and type them out for you? A: Yes.

Q How many copies of that list were made?

A I believe there were three.

Q And who were the copies given to?

A One to Mr. Wesnedge and one to the local police, and one for myself.

Q And were all those goods on your land or property?

A Yes.

Q And were they left there at the date of your evacuation? A: Yes.

Q And are those the goods with respect to which you claim on your claim form in the sum of a total value of $1116.90, is that correct?

A Yes.

Q And are the values shown on your claim form

opposite each article in your opinion fair values for the properties listed there?

A Yes.

Q Sales values? A: Yes.

Q At the date you were evacuated?

A Yes.

MR. McMASTER: I would file that inventory, my lord, as Exhibit 5.

(INVENTORY MARKED EXHIBIT NO. 5).

Q Now, when you were at Hastings Park after you were evacuated from your home, did you have that list with you?

A Yes.

Q And have you had it ever since in your possession?

A Yes.

Q And if you had been asked for a list of your chattels at Hastings Park, might you or would you have produced that list? I mean as far as you can think back to that situation now.

A Produce?

Q Shown it to any person at the Park asking what chattels you left behind?

A No, no.

Q You don't think you would have?

A No.

Q And the reason is the reason set out, I take it, inyour letter to the Custodian, that you had left them with your friend?

A Yes.

Q And expected him to care for them?

A Yes.

Q Subsequently you ascertained that the Custodian had, in fact, taken some of your goods and had sold them at auction?

A Yes.

Q And you had some communication with the Custodian with regard to it?

A Yes.

Q When the Custodian alleged that those were all the goods that they had found on your premisses, did you have any correspondence with the tenant?

A Yes.

Q Concerning the missing articles?

A Yes.

Q Would you tell my lord what you wrote to the tenant?

THE COMMISSIONER: Well now, how about the letters? Have you not got the letters?

MR. McMASTER: Q: Have you any letters from the tenant?

A Well I believe I have at home. I didn't bring them over.

THE COMMISSIONER: Now if you care to file those letters later, Mr. McMaster, I would be glad to assist you, but in the circumstances if the letters are in existence, his recollection of the contents have not much value.

MR. McMASTER: Correct, my lord.

Q To the best of your knowledge has the tenant or any other person sold or disposed of any of

the chattels in that list which are not accounted for by the Custodian?

THE COMMISSIONER: Q: Do you know where Wesnedge is at the present time?

A He is still in my house or it is his house now but it is the same house.

Q He bought the house, did he?

A Yes.

MR. McMASTER: Q: Have you a copy, witness, of the auction sale of this property?

A You mean the statement from the Custodian?

Q The statememt from the Custodian.

A The chattels?

Q Of the chattels, yes.

A Yes.

Q Have you it with you? A: It is right outside there.

MR. McMASTER: May he be permitted to get it, my lord?

THE COMMISSIONER: Yes.

MR. HUNTER: My lord, purely as a matter of mathematics, there seems to be some slight discrepancy here. The total value for the chattels contained in the list attached to the claim form appears to be $1116.90. Is that correct, Mr. McMaster?

MR. McMASTER: That is correct.

MR. HUNTER: Then you make an allowance of the gross received from the sale of $147.00. That doesn't seem to end up with $997.00.

MR. McMASTER: Have you checked the net amount as well?

MR. HUNTER: Neither the net or the gross gibe.

MR. McMASTER: We will have to come at that, only allowing what he received for his own goods, Mr. Hunter. Could I see those auction reports, witness?

Q Now are these two sheets reports of auctions allegedly of your property which were sent to you by the Custodian? A: Yes.

Q And I notice on these two sheets that there are a number of items which are marked with "X's" in pencil? A: Yes.

Q Were those your property?

A No.

Q Have you any idea of whose property it was?

A I haven't.

Q Was anybody else's property stored in your premises when you left? A: No.

THE COMMISSIONER: Presumably Wesnedge's own goods would be there at that time, would they not?

A No, Wesnedge didn't take possession until after he left.

THE COMMISSIONER: Wesnedge might have been in possession at the time the Custodian went there.

MR. McMASTER: Yes, but I doubt that Wesnedge would let him take his own things away.

THE COMMISSIONER: That is what I say. Wesnedge's goods would have been in the house at the time he went in there.

MR. McMASTER: Yes. I asked him at the time he was evacuated and he has no knowledge after that

point. I would ask to have the file after my learned friend has had an opportunity to look at it.

Q Now in your claim form, witness, you gave credit to the Custodian with reference to the moneys received concerning your chattels? How much credit did you give him? I would like to produce the claim form so he might have that for his guidance. You might just explain how you arrive at the net amount for the chattels as attached to the inventory.

A Chattels at Custodian's sales value deducted from the estimated value of my own.

Q In taking the Custodian's sales value, did you take the value of your own property only or the value of the amount credited to you?

A I took the whole amount.

Q You took the whole amount. It apparently doesn't seem to work out. The total of these items is $1116.90?

A Yes.

Q What credit did you give the Custodian, do you know? A: $111.00 something.

MR. McMASTER: What was the net amount, Mr. Hunter?

THE COMMISSIONER: $1110.95.

MR. HUNTER: $1116.90 was the total. That is the total in the claim, my lord. The gross from the sale of all these chattels, including all those he says are not his own, is $147.00, my lord, and of that Mr. Shears now states that

$27.75 is not his own.

MR. McMASTER: By his own admission.

MR. HUNTER: By his own admission.

MR. McMASTER: They appear to be $7.75 out, my lord, on the net amount, taking the whole amount.

Q Were there any other credits to you by the Custodian? A: No, I don't remember any other.

MR. McMASTER: It is probably a mathematical error, my lord. On the basis of the claimant's admissions, the claim will have to be reduced with respect to those goods which he says are not his own.

MR. McMASTER: Have you the claim analysis? Your witness, Mr. Hunter?

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Nitsui, I produce a copy of a letter addressed to you dated July 22nd, 1942, and signed by Mr. Shears of the Custodian's office. Would you tell uswhether you received that letter?

A Yes.

THE COMMISSIONER: July 22nd.

MR. HUNTER: Yes, my lord. I will read the letter. I don't think it need go into the record, however, as I intend to file it now as an exhibit. (Reading).

(LETTER MARKED EXHIBIT NO. 7).

Q I produce a copy, or at least the original of a letter dated July 28th, 1942, addressed to the

Custodian, and would appear to be signed by you. Is this your letter?

A Yes.

MR. HUNTER: This is dated July 28th, 1942, my lord. As I intend to file this as Exhibit 8, I suggest when I read it there is no need to put it in the transcript (reading). It is signed by Yoshio Nitsui.

(LETTER MARKED EXHIBIT NO. 8).

Q Mr. Nitsui, I produce a letter dated the 1st of May, 1944, apparently from you to the Custodian. Is that your letter?

A Yes.

MR. HUNTER: I am proposing to file that with your consent, my lord, as Exhibit 9, dated the 1st of May, 1944, so, subject to its relevance, I see no need to put it in the transcript (reading). I don't know that it is so relevant really.

THE COMMISSIONER: On the face of it, it does not come in here at all.

MR. HUNTER: I don't think it is relevant. I think we will excuse it. This, I think, has some relevancy, my lord. It is a letter dated December 12th or December 17th, I am not sure which, addressed to Mr. Green, Protection Department, Custodian's Office, and purporting to be signed by the claimant.

Q Is that your letter, Mr. Nitsui?

A Yes.

Q Is it December 12th or 17th?

A The 12th.

MR. HUNTER: I think this will be relevant, my lord, in which case I propose to file it so I see no need to put it in the transcript (reading). I think, my lord, that has some relevanee, insofar as the question may come up as to whether the Custodian has acted outside of the scope of his authority and whether some of this claim can be brought within the temms of reference.

THE COMMISSIONER: I will receive it in ay case.

MR. HUNTER: I don't think any of the rest of this will be relevant at this time, in any event, my lord, in view of the fact it is more in the nature of a reply.

THE COMMISSIONER: Very well.

MR. HUNTER: Q: Mr. Nitsui, you remember receiving a copy of this letterf from the Japanese Fishing Vessels Disposal Committee?

A Yes.

Q Or the original letter, of which this is a copy?

A Yes.

MR. HUNTER: This is a copy of a letter dated August 4th, 1942, my lord, from the Disposal Committee tothe claimant advising him they have received an offer for his vessel, the "Amphitrite" Y.N. (reading). This is a sort of printed letter, my lord, and I judge it is a form letter they would use ima case after a certain period.

THE COMMISSIONER: Does that relate to the same vessel on which evidence was given earlier?

MR. McMASTER: I believe so, my lord.

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: The date is August 4th, 1942, is it?

MR. HUNTER: August 4th, 1942, my lord. Your Lordship will recall the 1st of August was the vesting date under the Order-in-Council. I would like to file that as an exhibit, my lord.

(LETTER MARKED EXHIBIT NO. 10).

Q Mr. Nitsui, this is a letter dated August 20th, 1942, written to the Japanese Fishing Vessels Disposal Committee and apparently signed by yourself. Is this your letter (producing)?

A Yes.

MR. HUNTER: This is a letter, my lord, from Lillooet, B.C., dated the 20th of August, 1942, saying, (reading).

THE COMMISSIONER: That was sent to the Custodian, was it, the letter of August 20th?

MR. HUNTER: No, my lord, that was addressed to the Japanese Fishing Vessels Disposal Committee.

MR. McMASTER: I will admit that agreement.

MR. HUNTER: This is a copy of the Agreement for Sale enclosed which my friend has admitted the signature. It is dated August 20th and it is easy to understand the celerity with which my friend admits the document. I would like to put the letter in first.

(LETTER MARKED EXHIBIT NO. 11).

MR. HUNTER: I will file the Agreement for Sale,

Exhibit 12.

(AGREEMENT FOR SALE MARKED EXHIBIT NO. 12).

MR. HUNTER: Might I have Exhibit 12 back, please?

Q This Agreement for Sale, Mr. Nitsui, the boat described in that is the boat for which you are now claiming compensation? is it?

A Yes.

Q And the price here is $635.00?

A Yes.

Q Why did you agree to sell this boat for $635.00?

A I couldn't help it.

Q Why couldn't you? A: They are priced by the surveyors, and even if I asked more they wouldn't give more.

Q Did you have to sell it? A: Yes, it was kind of a forced sale.

MR. McMASTER: My lord, I would like to draw attention to the document which my learned friend has filed, in which the man was advised the boat was sold and would he please execute the bill of sale.

MR. HUNTER: I would also point out to my friend that the Japanese Fishing Vessels Disposal Committee had no power on earth to sell the vessel. All they could do was to arrange a sale and ask the owner to sell it. The letter is filed.

THE COMMISSIONER: Did not one of the preceding letters ask for his authority?

MR. HUNTER: Yes, Exhibit 10.

THE COMMISSIONER: Is Exhibit 10 the one that asks

for authority?

MR. HUNTER: No, my lord, that enclosed a bill of sale.

THE COMMISSIONER: Exhibit 10 is a copy of the letter from the Disposal Committee to the claimant. Have you that there?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: You see, in this letter of August 4th, they do say, "The Committee has sold this vessel for the sum of $635.00". They do not ask there for any authority.

MR. HUNTER: I say they had no power to sell it under their Order-in-Council.

THE COMMISSIONER: I think you are entirely right in that, but the fact is they are saying bluntly to this man that the Committee has sold it. That justifies the answer he has just given you now that he had no alternative.

MR. HUNTER: Very well, my lord.

THE COMMISSIONER: Once again that particular letter raises a question as to the terms of reference as it relates to sales by the Custodian. Obviously this is not a sale by the Custodian.

MR. McMASTER: My lord, surely if it is vested in the Custodian, after the Japanese Disposal Committee made a sale, they must be deemed to be their agents. They are two branches of the Government.

THE COMMISSIONER: Oh, I do not think that follows at all.

MR. McMASTER: On the other hand, there has been no sale. That must be the alternative.

THE COMMISSIONER: You see, the terms of reference read in this way, "Was disposed of by the Custodian".

MR. HUNTER: Yes, "Was disposed of by the Custodian" are the words I think your Lordship is thinking of. Here is a copy of the combined Orders-in-Council, my lord.

THE COMMISSIONER: I have it here, "That real and personal property vested in the Custodian . . . . . was disposed of by the Custodian for less than the fair market value". On the face of it, Mr. McMaster, does that not rule you out, whether or not this vessel was vested in the Custodian? On these documents it is obvious he had nothing to do with the sale.

MR. McMASTER: I would submit, my lord, under P.C. 6247 passed July 20th, 1942, which was the Order-in-Council vesting, it recites the fact that these vessels had been under the other Committee.

THE COMMISSIONER: Yes, but am I greatly concerned with that? Here is the point I am putting forward for your submission; under the terms of reference to me I am directed to take into consideration claims arising in relation to real and personal property vested in the Custodian. Now with regard to that, we will go this far that presumably this vessel was vested in the Custodian pursuant to the above-mentioned orders,

but was it disposed of by the Custodian? It is obvious this vessel was not disposed of by the Custodian.

MR. McMASTER: Yes, my lord, but surely we are entitled to go on to Clause "B". In effect it is lost or destroyed as far as this claimant is concerned. I won't go on to the third one, my lord.

THE COMMISSIONER: Well, that is attempting to put a construction on language which I am afraid it would not bear. On the material you have filed on behalf of the claimant, it is apparent to me this claim is one which I may not consider under the terms of reference. There was doubt arising in regard to the other case, the Asari case. It was not there shown who had made the sale, but here it is so clearly shown that it was the disposal committee that made it, even though the vessel, perhaps, was vested in the Custodian.

I will be glad to give you an opportunity to give some further consideration to this question and I would be glad to hear from you before we leave Lytton.

MR. McMASTER: Very well, my lord.

THE COMMISSIONER: But I can tell you now, as presently advised, I am afraid you are out. There is not any possibility of my considering this claim. However, as I say, I would be glad to hear anything further you have to say after you have had another opportunity to consider it.

Is that all, Mr. Hunter?

MR. HUNTER: That is all, my lord.

THE COMMISSIONER: Is there any re-examination that you have, Mr. McMaster?

MR. McMASTER: No, my lord.

THE COMMISSIONER: Very well, we will adjourn now until 10 o'clock tomorrow morning.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

T.P. Horrobin

"T.P. Horrobin"
Official Reporter.

28. Case 47

DEC - 2 1947

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

NOTIFIED N ACKNOWLEDGED

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

1749

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

(1) NAME MITSUI (Print) Surname YOSHITO Given Name (RCMP) Reg. No. 11998

(2) Pre-Evacuation Address McLUCLET, B.C.

(3) Present Address EAST LILLOOET, LILLOOET B.C.

(4) REAL ESTATE

(a) Street Address (if any) ASS. DIST. ALBERNI, LAND DIST. CLAYOQUOT, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
LOT 6 OF SECTION 21 PLAN 1116

(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) - $ 1250.00
(v) Amount at which Custodian sold property and credited your account - - $ 743.63

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 506.37

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
McLUCLET, B.C.

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

(c) How stored or packed at time of evacuation PACKED IN WOODEN BOXES AND PAPER CARTONS WITH ROPE AROUND EACH PARCEL.

(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") UNDER CARE OF TENANT (MR. W. WESNAGGER.) LATER TAKEN OVER & DISPOSED BY CUSTODIAN.

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

1.	Re. INVENTORY ATTACHED	Estimated Value $ 1997.00
2.	FISHING BOAT, OUTBOARD MOTOR ETC.	Estimated Value $ 850.00
3.	FISHING GURDY, SPOT LIGHT ETC.	Estimated Value $ ~~200.00~~
4.		Estimated Value $ 235
5.		Estimated Value $
6.		Estimated Value $
7.		Estimated Value $
8.		Estimated Value $
9.		Estimated Value $
10.		Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 2147.00

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) - $ 2633 37

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

(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)
Province of British Columbia) TO WIT:)

I, Yoshio Nitsui of the District
of Lillooet 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 Village of Lillooet in the Province of British Columbia this 19th day of November A.D. 1947.

Yoshio Nitsui

A Commissioner &c. A Commissioner for taking Affidavits within British Columbia

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.

INVENTORY - YOSHIO NITSU

$100.00	1		DUOTHERM OIL HEATER
15 00	1		KEROSENE STOVE
8 00	2		COLEMAN CAMP STOVE
25 00	1		LAVATORY SET
6 00	6		WINDOW SHADES
1 00	7		CURTAIN RODS
5 00	1		ROUND TABLE
6 00	6		CHAIRS
2 00	1		ROCKING CHAIR
8 00	1		ALADDIN LAMP
2 00	1		TABLE
2 00	1		CARDBOARD GARMENT CLOSET
3 00	1		BABY CHAIR
1 00	1		IRONING BOARD
5 00	1		STORAGE BATTERY
50	1		EXTENSION WIRE
1 00	1		BABY BATH
50	1		WASH BOARD
2 50	5		BUCKETS
1 00	2		DOOR MATS
30 00	1	CTN.	EARTHERN WARE
25	1	"	" " & UTENSILS
1 00	1	"	TRAYS
60 00	2	"	CHILD. FESTIVAL DECORATIONS
300 00	3	"	NEW & USED FISHING GEARS
150 00	2	"	ELECTRICAL ENG. BOOKS
30 00	1	"	UTENSILS
10 00	1	"	ANCHOR (GALVANIZED)
50	1	TN.	GREASE
20 00	40	FATHM.	MANILA ROPE
15 00	3	pcs.	BOAT MATTRESS
9 00	3	"	COMFORTERS
2 00	1		PIPE WRENCH
2 00	1		DOUBLE AXE
50	1		DECK BRUSH
1 00	1		PIKE POLE POINT
6 00	3	LGTH.	½" GAL. PIPE
	80	LBS.	LEAD LINE
	10	pcs.	5# SINKERS
	7	"	3 "
38 70	12	"	2 "
	1	"	35 "
	2	"	30 "
	4	"	15 "
	100	LBS	PIG LEAD
2 70	3	GAL.	LUB. OIL
64 00	2		STAUNCHION WITH 8 BLOCKS
20 00	1		ANCHOR WITH 25 FT. CHAIN
15 00	1		COMPASS
20 00	4		TROLLING FLOATS
2 00	1		HAND SAW
1 50	1		HAMMER
1 50	1		HATCHET
1021 90			

1021 90		
15 00	16 pcs.	2x6 CEDAR LUMBER
50	1 "	1x6 " "
50	1 "	2x12 FIR "
4 00	1	15 GAL OIL DRUM
2 00	1	5 " " CAN
2 00	1	WORK BENCH
20 00	2	15x15' CARPETS
4 00	1	ALUMINUM LEVEL
5 00	2	COMFORTERS
3 00	1	LOND SPEAKER
30 00	1	PORTABLE PHONO.
1 00	1	BED TABLE
1 50	1 set	ANTENNA
1 50	1	CLOTHLINE
1 00	1	GLASS CASE
50	1	DISH PAN
50	1	MOP
50	1	DUST PAN
2 00	22 pcs	COAT HANGERS.
50	2	1 GAL. GLASS JARS.
$1116.90		
147.		
969.90		

Yoshio Nitsui
(Claimant's Name)

EXHIBIT No. 42-1
DATE 15 Jan 1948
FILED BY R. J. McMaster

REAL ESTATE
(Other than farm)

11998
Reg. No.

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
Lot 60 Sec 21 Plan 1116 Alberni District situate at Frasers Bay Ucluelet Inlet B.C.	3 rooms and bathroom with toilet, bath (home made) and basin built on behind kitchen	Frame, shingle roof, walls shiplap sheeting and papered	Residence	40 X 100		Nov. 1939

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Small fishing community	Bought lot as bush land and paid $150.00 for it	Cleared and built water reservoir at back of lot cost $200 Built house in 1940 approx cost $1000	Land $200.00 Improvements 1050.00 $1250.00

Comments re upkeep of premises:
I kept the house in good condition at all times and it was in good condition at the time of my evacuation in March 1942.

Comments re Appraiser's report not covered above:

I agree with the description of the lands and buildings contained in a report by Mr. Hinton to the custodian dated July 18, 1942. I think the value stated in that report is lower than a fair value. On being wakened I let the house unfurnished to Mr. Wesnedge. While the formal lease was for $24.00 I verbally agreed to reduce the rent to $12.50 per mo. I permitted the tenants the use of the heater and stove I also verbally agreed to give the tenant first option to buy the premises if I wanted to sell but no price was ever mentioned.

SIGNATURE

EXHIBIT No. 42-2
DATE 15 Jan 1948
FILED BY R. J. McMaster.

1749

18th July 1942.

Office of the Custodian,
506 Royal Bank Building,
VANCOUVER, B. C.

Attention Mr. R. P. Alexander.

Dear Sir:

re: Yoshio Nitsui. Registration No. 11998.
My File No. 82.

In accordance with your instructions I have investigated and taken control of the property of the above man as recorded on his registration form as follows:

Real Property:

"Lots 6 of Section 21, Clayoquot District, Plan 1116, Alberni Assessment District.

3 room house frame buildings, shingle roof."

Personal Property:

"Stove and heater left in house and key given to local police."

In connection therewith I have to report as follows:

Location:

Ucluelet is a village on Barclay Sound on the West Coast of Vancouver Island, B. C., about sixty miles west of Port Alberni, B. C. There is a Japanese settlement at Fraser's Bay adjacent to the village. The settlement consists of nine houses built on the foreshore or on land close to the high water mark. The location commands an excellent view of Ucluelet Harbour. The approach to the settlement is by a rough trail from the village, by water, or along the foreshore.

HAROLD [illegible]NTON, C.A., LICENSED TRUSTEE

Location: (continued)

A rough plan of the subdivision and index of property owners is attached to my report on Tomizo Yamanaka, Registration No. 12355, My File No. 79.

Land and Buildings:

Land:

The legal description of the property is Lot 6, Section 21, Clayoquot District, Plan 1116, Ucluelet. (Lot is 40 feet wide and 100 feet deep).

According to the Provincial Collector's office at Alberni, B. C., the assessed owner is Y. Nitsui. The assessed values are:

Land	$ 100.00
Improvements	-

Taxes are paid for 1942.

I hold a Certificate of Encumbrance showing that Yoshio Nitsui is the registered owner, Indefeasible Title No. 116,885-I.

Buildings: (House No. 6)

This is a one-storey, wood frame building, three-roomed house with attic, shingle roof, brick chimney. Water piped into kitchen. Small shed at side. The house is clean and in fair condition. The possible realizable value of the property is $900.00 to $1,000.00.

When I inspected the property in June last the house was rented to Mr. William Wesnedge, Junior, who stated that he was paying rent at the rate of $24.00 per month unfurnished, which included the use of stoves. From recent advices I understand that he is still living in the house.

Mr. Wesnedge informed me that he entered into a verbal agreement with the Japanese owner prior to evacuation that in the event of the house being put up for sale he would have the first option to buy. No price was mentioned.

Land and Buildings: (continued)

Agent:

For some reason or other the owner did not appoint Mr. Ronald Matterson as his agent. Wesnedge informed me that he had accounted direct to the owner for all rents owing up to 1st June 1942. I asked Mr. Wesnedge if he was able to produce receipts. Mr. Wesnedge claimed to have lost these in moving. Upon further questioning him if there was any reason why he should not pay the rent to Mr. Matterson in the same manner as the other Fraser Bay tenants, Mr. Wesnedge replied that he preferred to account direct. Under the circumstances I advised him that he should send the money direct to your office and not to the owner. Mr. Wesnedge lodged a complaint that he considered the rent too high.

Personal Property:

As Shown on Registration Form:

The stove and heater were in the house at the date of my inspection. ✓

Not Shown on Registration Form:

The tenant informed me that the owner had left in his care certain articles for storage and that these were in the house. When the Japanese owner was evacuated an inventory was made and Mr. Wesnedge receipted for the contents. I understand that the owner left instructions with Mr. Wesnedge regarding the sale of certain articles. ✓ see Y. A's letter

Insurance:

No details are given.

Property Realized:

My representative found outside the house about 265 pounds of Lead. This was sold and realized - $ 7.95. ✓
The above amount was remitted to you.

Recommendations:

I recommend:

(1) That the owner be asked to confirm to what date the rentals have been paid by Mr. Wesnedge.

(2) That consideration be given by the Custodian's office to the appointment of Mr. Ronald Matterson as agent for the Custodian to collect rentals and to account for any sales of the owner's property disposed of by Mr. Wesnedge.

(3) That the tenant be asked to state what goods he now holds in storage on behalf of the owner.

Yours faithfully,

Hy Hinton

HGH:LMS

Yoshio Nitsui
(Claimant's Name)

PERSONAL PROPERTY
(Fishing vessels, gear and equipment)

11998
Reg. No.

NETS:

Type	Size	Mesh	Fathoms	Age at Evacuation	Original Value	Estimateded value at Evacuation

EXHIBIT No. 42-3
DATE 15 Jan 1948
FILED BY
R-J. McMaster

VESSELS SOLD BY CUSTODIAN

NAME	Reg. No.	Type	Date Purchased	New or Used	Price Paid	Maintenance Work	Condition When Evacuated	With whom left	Estimated Value
Amphetrite YN	Victoria 11430	trolling	Don't know	used.	Landed to me by my father	put up on skids twice a year, scraped and copper-painted — all essential repairs done	condition good.	navy	$1495

Improvements to Vessel since date of purchase:

Type	Date	Cost

OTHER GEAR:

Description	Date Purchased	New or Used	Price Paid	Condition when Evacuated	Estimated value at date of evacuation
left anchor, compass and other normal marine equipment on boat when delivered to navy also left the following items:					
Fishing Gurdy					$200.00
Spotlight					15
Ropes					20
					$235.00

Arrangements made for storage when evacuated:

Additional Comments, if any:

Y. Nitsui
SIGNATURE

CANADA)
County of Nanaimo,) UCLUELET.
Province of British Columbia)

EXHIBIT No. 77-4
DATE 15 Jan 1948
FILED BY
R. J. McMaster

March 10, 1942.

STATEMENT REGARDING THE PROPERTY OF YOSHIO NITSUI

I, YOSHIO NITSUI, Fisherman, Ucluelet, Province of British Columbia due to the present emergency making it necessary for me to evacuate this Protected Area under orders of Extra contained in the Canada Gazette, No. 174, dated Ottawa, Monday, February 2nd, 1942, hereby turn over my property described as follows:

Lot No. 6, Section 21, Plan 1116, Alberni Assessment District, Clayoquot Land District.

to William Wesnedge, Junior, Ucluelet, Province of British Columbia, under the following conditions:

(a) That William Wesnedge, Jr., forwards to me as rental monies for this property on the first day of each month while he is tenant, the sum of twenty four dollars ($24.00), to wahtever place I designate.

(b) That while William Wesnedge, Jr. is the tenant of my property he will look after the general welfare of same and be responsible for all necessary repairs and upkeep.

(c) That if William Wesnedge, Jr. and his family vacates from my property, he will not sub-let this property to any other person, but will turn same over to the constable in charge of the British Columbia Police of this district, who in turn will appoint an agent of good character, who will dispose of it as he sees fit, notifying me of these arrangements.

(d) That I, Yoshio Nitsui, will allow fifteen days of grace to William Wesnedge, Jr. to move out of my property, when I return to Ucluelet, B.C., or at any time I may decide to sell my property, or at any time that William Wesnedge, Jr. fails to carry out above ~~clauses~~ (a) (b) (c) (d).

SIGNED (YOSHIO NITSUI) SEAL

(K. HAMANISHI) WITNESS

(WILLIAM WESNEDGE) WITNESS

I, Donald Harris Howell, of Ucluelet, County of Nanaimo, Province of British Columbia, Constable British Columbia Police, make oath and say that I did personally see the above statement signed and sealed and delivered in the ~~xxxxxxxxxxxxx~~ presence of witnesses, by Yoshio Nitsui,

(D.H. HOWELL) WITNESS

That I know said party.

That I know said party to be over the age of 21 years.

Sworn before me, this 11th day of March, A.D.1942, Ucluelet, County of Nanaimo, Province of British Columbia.

A Justice of the Peace in and for the said County of Nanaimo, Province of British Columbia, Canada.

March 6th 1942.
Ucluelet, B.C.

EXHIBIT NO. 47-5
DATE 15 Jan. 1948
FILED BY R. J. McMaster

1 Only Duo Therm Oil Heater
X 1 " Kitchen Range Comp. with Burner
1 " Kerosene Stove
2 " Coleman Camp Stoves
X 1 set Bed with spring
X 1 " Complete Baby crib
1 " Complete Lavatory set
6 " Window shades
7 " Curtain Rods
1 " Round table
6 " ~~xxxxxx~~ chairs
1 " Easy rocking chair
1 " Alladin Lamp
1 " Table lamp
1 " Card board Garment closet
1 " Baby chair
1 " Ironing Board
1 " Storage battery
1 " Extention wire
1 " Baby bath tub
1 " Wash Board
5 " Galv. Bucketts
2 " Picture frames
2 " Door Mats
X 1 " Tricycle
1 Box Garthen ware
1 " " " and utensils
1 " Tray
2 Box Child's Festival Decoration Dolls
3 " New and used fishing gears
2 " Electrical Engineering ~~xxxxx~~ Books
X 11 bottles Japnese Shoyu
1 Box Utensils
1 only Galv. Anchor ✓
1 tin Cup Grease
40 fthm Manila Rope ✓
3 pcs. Boat Mattress
3 only Comforters
1 " Pipe wrench
1 " Double Axes
1 " Deck Brush
1 " Pike Pole head
3 pcs. Galv. Pipe
80 lbs. Lead line
10 pcs. 5 lbs. cannonball sinkers
7 " 3 " sinkers
12 " 2 " "
1 " 35 " "
2 " 30 " "
4 " 15 " "
100 lbs Piglead
3 gal. Lubricating Oil
2 pcs. Staunchion with blocks ✓
1 " 25# Anchor with 4Fth Chain ✓
1 " Compass
6 " Trolling Floats
1 " Hand Saw
1 " Hammer
1 " Hatchet
16 " 2x6 Cedar Lumber
1 " 1x6 " "
1 " 2x12 Fir "
1 " 15 Gal. Oil Tank
1 " 5 " " Can
1 " Work Bench
2 " 15' each Carpets
1 " Aluminum Level

60 0
2 1
2 4
3 6 0
2 4 0

265 LBS Sold to Lo. Brand.
(RE. CUSTODIAN'S STATEMENT)
165. STILL LEFT STORED.

THE ARTICLES MENTIONED ON THIS PAGE HAVE BEEN LEFT IN MY CARE (WILLIAM WESNEDGE JR.) TENTANT OF MY PROPERTY WHO WILL LOOOK AFTER SAME AND ALL THESE ARTICLES WILL BE TURNED BACK AT ANY TIME I SEE FIT. INVENTORY CHECKED AND FOUND CORRECT.

William Wesnedge
(WILLIAM WESNEDGE)

Sophia Wilson

YOSHIO NITSUI:

March 9th 1942.
Uchelet, B.C.

X 1 only Baby Crib Mattress
2 " Comforters
100 pcs. Records
1 only Loud Speaker
1 " Portable Phonograph
1 " Bed Table
1 " Antenna
1 " Cloth-line
1 " Glass Case
1 " Enamel Dish Pan
1 " Dusting Mop
1 " Dust Mop Pan
22 pcs. Garment Hangers
2 pcs 1 gal. Glass Jar

Couple of CARTONS of SMALL PERSONAL EFFECTS ALSO STORED, BUT NOT MENTIONED IN ABOVE LIST. LEFT AT LAST MINUTE.

X MARKED ARTICLES ARE Disposed By MYSELF.

THE ARTICLES MENTIONED ON THIS PAG
HAVE BEEN LEFT IN MY CARE (WILLIAM
KENNEDGE JR.) TENTANT OF MY PROP
WHO WILL LOOCK AFTER SAME AND ALL
THESE ARTICLES WILL BE TURNED BAC
AT ANY TIME I SEE FIT. INVENTORY
CHECKED AND FOUND CORRECT.

William Kennedge
(WILLIAM KENNEDGE)
Yoshio Nitsui
(YOSHIO NITSUI)

MAR MDR. 17, 45

EXHIBIT No. 42-6
DATE 15 Jan. 1948
FILED BY R. J. McMaster

NAME NITSUI, Yoshio

REGISTRATION NO. 11998 FILE NO. 1749

The following chattels were sold by public auction at Ucluelet, B.C. on July 25, 1944.

Duo Therm Oil Heater	$ 40.00
6 Chairs	2.50
1 Round table	3.00
Kerosene Lamp	0.50
" "	0.25
Ironing board	0.25
Baby bath	0.50
Washing board & buckets	0.50
X Bed	0.50
X "	0.50
Dishes	4.25
Dishes	3.25
Dishes	1.00
X Peavey	2.25
X "	2.00
Dolls	4.50
Dolls	1.50
Doll	1.75
Silver ware	7.25
Platter	1.50
Toys	9.75
Toys	3.50
Silverware	2.50
Silverware	1.50
Silverware	3.00
Silverware	0.25
Toy	1.75
Box	2.00
Total carried forward:	$102.00
~~Less Expenses~~:	$
~~Net Proceeds Credited~~:	$

~~Members of Custodian Staff Present.~~

~~Extracted from Auctioneering List No.~~

~~Remarks~~.

NAME NITSUI, Yoshio

REGISTRATION NO. 11998 FILE NO. 1749

The following chattels were sold by public auction at Ucluelet, B.C. on July 25, 1944.

	Brought forward:	$ 102.00
X	Dresser	10.25
	Miscellaneous	3.75
X	Freezer	1.00
X	Door	2.25
X	Kindergarden set	4.00
	Toy	1.50
	Table	3.00
	Kiddie Car	4.00
	High chair	2.75
	2 Trays	2.00
	Violin	5.50
X	Violin	5.00

X Marked articles are not mine.

Total			$ 147.00
Less Expenses:	(Auctioneer's Fee:	$14.70	
	(Advertising:	- - -	$ 35.05
	(Moving:	20.35	
Net Proceeds Credited:			$ 111.95

Members of Custodian Staff Present.

Extracted from Auctioneering List No. Ucluelet, B.C.

Remarks.

EXHIBIT No. 42-7
DATE 15 June 1948
FILED BY
J. W. F. Hunter.

1749

July 22, 1942

Mr. Yoshio Nitsui,
Reg. No. 11998,
Lillooet, B. C.

Dear Sir:

In connection with your property at Ucluelet which you rented to Mr. W. Wesnedge, Jr., we are informed that Mr. Wesnedge has paid you $24.00 per month for two months and for June and July, we have received from Mrs. Wesnedge the sum of $12.50 per month which she states is the rental agreed upon with you. Will you kindly advise us in regard to this.

In your declaration to us, you stated that you left a stove and a heater in the house, which we understand the tenants are using, in addition to this, our agent advises us that you left certain articles in the house for storage and that you had given Mr. Wesnedge instructions to sell some of these. Would you be kind enough to supply us with an inventory of the articles which are to be stored and those which are to be sold.

As there is no fire insurance on the house, we are issuing a policy for $1,000.00 to cover these premises.

Yours truly,

GDM/GH

F. G. Shears
Assistant Manager

1949

Revs. Hillcrest B.C.
July 28. 42.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
JUL 30 1942

EXHIBIT No. 42-8
DATE 15 Jan 1948
FILED BY
J. W. G. McMaster

THE CUSTODIAN'S OFFICE
VAN. BC.

DEAR SIR:-

IN ANSWERING TO YOUR LETTER REGARDING MY PROPERTY AT MCLUELET I SURE HAVE RECEIVED $24.00 IN ADVANCE AS RENTAL FOR APR. AND MAY. AND THE AMOUNT YOU RECEIVED FOR JUNE AND JULY FROM MRS. WESNEDGE IS THE EXACT AMOUNT I AGREED WITH THEM THROUGH CORRESPONDENCE. ✓

OF THE ARTICLES I LEFT IN THE HOUSE

Reply to this portion when replyneed from matterson and send funds when sent to sale price of stove come to hand

I INSTRUCTED MR. WESNEDGE TO <u>KEEP EVERYTHING</u> EXCEPT KITCHEN RANGE COMPLETE WITH OIL BURNERS WHICH I NOTICED BY LETTER FROM MR. WESNEDGE THAT HE HAD SOLD IT ALREADY, BUT BEFORE HE COLLECT THE MONEY YOUR AGENT HAS TAKEN OVER THE TRASACTION. SO HE COULDN'T COLLECT THE MONEY. SO PLEASE TAKE UP THE MATTER AND SEND ME THE MONEY. THIS GOES THE SAME WITH RENTAL FEE BECAUSE WE ARE THE ONE OF SELF-SUPPORTING EVACUEES AND OUR LIVING IS PARTLY DEPENDS ON THE RENTAL FEE WHICH I THINK WE HAVE A RIGHT TO

Receive.

I also noticed by letter that the Navy had seized 250 lbs. of made up leads out of the lot I stored in the house, so please kindly check up on this.

As I have written before, I want to keep the whole works as I left. So I'm not going to send any inventory.

Yours truly

Chris Thibou

* sold by Hinton
$7.95 rec'd

EXHIBIT No. 42 - 9

DATE 15 Jan. 1948,

FILED BY J. W. G. Hunter.

Re: Yoshio Nitsui Reg. No. 11998.

1749

Lillooet, B. C.
Dec. 12, 1944.

Mr. H. T. Green,
Protection Dept.,
Custodian's Office,
Vancouver, B. C.

Dear Sir:

I am herewith dropping you few lines to remind you the proceedings of the auction. In your letter of August 17th you wrote me proceedings will be available in short time, but since then I haven't heard from you a single word referring the auction. So I figured delaying means you still have some of my effects in your hand unsold, if so, I am again asking you to send me the remaining effects. I'll pay the freight charge.

If you are going to object again please refer to a letter you sent me on Sept. 19, 1942. By that letter one can understand that my personal belongings are not under your care but entirely in care of Mr. Wesnedge. Since then I have no idea I ever handed the matter over to you, so you have done wrong when you auctioned off my effects without my consent. Between Mr. Wesnedge and myself, we have made the legally witnessed and signed inventory, so auction off my effects means breaking of law which Govt. have made.

So please kindly take up the matter and send me the remaining effects (if any) along with the itemized proceedings. (I have in hand some of my friend's effects so wishing a brief report.)

Please note that you haven't done anything with my brother's effects which have been taken care just same as mine, yet you have taken mine over, What's the difference? I'd like your explanation.

Hoping to hear from you soon,

Yours truly,

Yoshio Nitsui.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

May 14, 1948. C. McGlaughan

EXHIBIT No. 42 - 10

DATE 15 Jan. 1948

FILED BY J. W. G. Hunter.

Re: Yoshio Nitsui, Reg. No. 11998.

Mr. Yoshio Nitsui,
Lilloet, B. C.

Dear Sir:

Re: M.V. "AMPHITRITE" (Y.N.) VIC 1430 V037R

For a period of over 5 months this Committee has operated facilities, designed to assist Japanese fishing vessel owners, to dispose of their vessels at fair prices.

In this period over 1000 vessels have been released through the offices of the Committee; and it has now become vitally necessary to promptly dispose of the remaining vessels in order that the Navy personnel, occupied in their custodian-ship, be relieved for other duties.

Having received an offer for your vessel "AMPHITRITE" (Y.N.) License No. VIC 1430, which is considered a fair value, the Committee has sold this vessel for the sum of $635.00 in accordance with the attached Bill of Sale.

Please sign the attached Bill of Sale, together with the Claim Assignment form, also attached, and return to us.

On receipt of these documents properly executed, we shall remit the net value of the sale, with a statement thereof, to any address designated by you.

Yours very truly,

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE.

A. E. McMaster,
Executive Assistant.

P. S. Please send us the license for this vessel.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

May 14, 19481

C. McClughan

42 - 11

EXHIBIT No. 15 Jan. 1948

DATE

FILED BY J. W. G. Hunter.

Re: Yoshio Nitsui Reg. No. 11998.

Lillooet, B. C.
August 20, 1942.

Japanese Fishing Vessels,
Disposal Committee,
Vancouver, B. C.

Dear Sir:

I am herewith returning the signed Bill of Sales and Claim Assignment forms.

I am sorry I cannot forward the boat license for it is in hand of Chief H. Fukuyama at Alpine Inn, Christiana Lake so please kindly write to him for it.

Yours truly,

"Yoshio Nitsui" (Signed)

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

May 14, 1948. C. McClughan

42 - 12

Jan. 15, 1948

J. W. G. Hunter

Re: Yoshio Nitsui Reg. No. 11998

AGREEMENT FOR SALE OF VESSEL

BETWEEN: YOSHIO NITSUI
(hereinafter called the "Vendor") OF THE FIRST PART

AND

FRASER RIVER FISH COMPANY
(hereinafter called the "Purchaser" OF THE SECOND PART

In consideration of the sum of $1.00, the receiptof which is hereby acknowledged, I agree to the sale and purchase of the vessel hereunder described:

Name of Vessel: " AMPHITRITE" (Y.N.) VIC 1430 V 037R

Port of Registry: VICTORIA Official Number: VIC 1430

Leggth: 32' Breadth: 7' Depth: 4'

Propelling power: VIVIAN 15 HP

For the price or sum of $635.00 (SIX HUNDRED AND THIRTY-FIVE DOLLARS)

Payable as follows: CASH

FURTHER, I the said YOSHIO NITSUI

for my heirs, covenant with the said FRASER RIVER FISH COMPANY and THEIR assigns, that I have power to transfer in the manner aforesaid, the premises hereinbefore express ed to be transferred, and that the same are free from encumbrances, exceptnas hereunder set out:

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 20th day of August A.D. 1942.

SIGNED, SEALED and DELIVERED

in the presence of:)
)
"J.M.") Y. Nitsui. (Signed)
)

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

May 14, 1948

C. McGuigan