Name of Claimant ARAI, Kozo Case 250

Custodian File 7832

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	
2010	120.50 12.50										133.00

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	
140	35.00							35.00

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	
			46%	178.00	81.88	400.00	48.00	129.88

TOTAL RECOMMENDATION 297.88

1540

CASE NO: 250.

JAPANESE PROPERTY CLAIMS COMMISSION

Grand Forks, B. C.,
March 1st, 1948.

IN THE MATTER OF THE CLAIM OF
KOZO ARAI.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 250.

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).

Grand Forks, B.C.,

March 1st, 1948.

IN THE MATTER OF THE CLAIM OF

KOZO ARAI.

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.
G.N.R. UPTON, Esq.,	Official Interpreter.
G. HAMBLETON, Esq.,	Official Reporter.

MR. McMASTER: Now with regard to claim No. 3, or No. 3 on the list, I am obliged to apply to withdraw the chattels referred to in the second inventory attached to the claim. This was also a forced sale.

THE COMMISSIONER: Just let me follow you, Mr. McMaster. Does this withdrawal relate to the entire chattel claim?

MR. McMASTER: No, my lord, to the second inventory attached to the claim.

THE COMMISSIONER: That is for $4326.15?

MR. McMASTER: Yes, my lord.

THE COMMISSIONER: For the record, the claim for $4326.15 in respect of chattels is withdrawn, leaving for consideration the real estate claim as well as a chattel claim for $3778.50.

MR. HUNTER: That latter claim, my lord, includes $2000.00 for goodwill, it is not just chattels.

MR. McMASTER: Yes, my lord, and that claim I am not asking the withdrawal of.

THE COMMISSIONER: You are asserting a right to recover?

MR. McMASTER: I am endeavouring to establish goodwill, my lord.

THE COMMISSIONER: Very well.

MR. McMASTER: With regard to the first list which is attached to the claim, the first inventory, I wonder if my lord would be good enough to note these new values set opposite the various items.

Just going right through them, the first item, the steam press, $350.00 instead of $700.00; the boiler, $235.00; Singer sewing machine, $115.00;

the Westinghouse electric iron, $10.00; the ironing boards, $8.00; the chairs, $6.00; the large store counter, $30.00; the two large work tables, $13.00; the cupboard, $5.00; the show cases, $65.00; instead of $100.00; the two large shelf cases, $15.00; the moveable clothes rack, $5.00; the clothes basket, $10.00; the portable Neon signs, $65.00;

THE COMMISSIONER: Were they owned outright?

MR. McMASTER: Yes, those were, my lord. The outside Neon sign under contract, $78.00; paper cutters, $3.50; wire window screen, $10.00; show card frame, $6.00; the tailor scissors, $7.00; He is not claiming for the yardstick. The McClary gas stove, $15.00; the double bed, $25.00; he is not claiming for the two sets of shelves because the Custodian says he did not get them, likewise the bookcase. The pails, $1.00; kitchen table, $3.00; the Viking heater, $10.00. Leaving the item of goodwill at $2000.00. That makes a total of $3,090.00.

THE COMMISSIONER: $3,090.00.

MR. McMASTER: Correct, my lord.

THE COMMISSIONER: I take it that these goods were used in connection with some business. What was the business?

MR. McMASTER: Cleaning and pressing and alterations, and most of the items were sold with the lands and premises by the Custodian.

THE COMMISSIONER: Did the Custodian sell the cleaning and pressing business as a going concern?

MR. McMASTER: That will be the allegation, my lord.

KOZO ARAI, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. McMASTER:

Q Witness, did you instruct me to prepare this statement with regard to your store premises and dwelling with respect to which you are making a claim?

A Yes.

Q Would you be good enough to sign it, please?

A (Witness complies).

Q Are the statements contained therein true to the best of your knowledge and recollection?

A The prices are about.

Q They are an estimate of prices, is that right?

THE COMMISSIONER: Mr. McMaster, if your interpreter desires to question the interpreter, I would like him to do so through you and you can address me rather than have these discussions taking place.

MR. McMASTER: I am sorry, my lord, he thinks the word "estimate" is not being conveyed to this man.

THE INTERPRETER: That is the word I have used before.

MR. McMASTER: Well now, we will just have the last question. If you will read the last question, Mr. Reporter.

(Question read by Reporter).

A He says with comparatively small variations.

MR. McMASTER: I would ask to have that statement filed as Exhibit 1 with respect to the real estate, my lord.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. McMASTER: Now, if I might refer to Exhibit No. 1. The Reporter doesn't need to take this. (Reading).

Q Now, witness, did you also instruct me to prepare this statement with regard to your business, the equipment and chattels relating to your business, and with respect to which you are making a claim?

A Yes.

Q Would you be good enough to sign it, please?

A (Witness complies).

Q Is the information contained in there true to the best of your knowledge and recollection?

A Yes.

MR. McMASTER: I would file that as Exhibit 2. This is a statement of personal property relating to the business and the chattels sold by the Custodian, my lord.

(STATEMENT MARKED EXHIBIT NO. 2).

MR. HUNTER: That also relates to goodwill, doesn't it?

MR. McMASTER: Yes -- well, that is part of the business.

THE COMMISSIONER: That is Exhibit 2.

MR. McMASTER: Exhibit 2, yes, my lord.

If I might refer to Exhibit 2, my lord. The claimant operated a dry cleaning and pressing and alteration business at these premises. They were near Main and Tenth Avenues in Vancouver. The gross turnover in '41 he estimates at $8000.00. The cost is at "about $6000.00", and his net income in '41 about $2000.00. I might say, my lord, that I received instructions from the claimant that he is prepared to have his income tax returns produced and filed if the Crown wishes to do so. He is not sure if he filed Dominion returns but he filed

Provincial returns so if the Crown wishes to do so, he may. In his business, as indicated, he required only a very small quantity of stock-in-trade, so that the small quantity that wasthere was sold to the person that he rented it to. He purchased the business in 1922 or '23, paid about $400.00 for it. There was no stock-in-trade at that time. Of the $400.00 it was made up of $250.00 for equipment, and $150.00 for goodwill. All of the equipment that he then purchased has since been replaced and none of it is the subject of this claim. He has forgotten what his income was the first few years of operation but it was very small and he states that he built up the business into a good business. He spent about $150.00 to $200.00 each year for advertising.

Then below are shown certain of the major items of the equipment and goods with respect to which he is claiming, and the balance as per the inventory which is attached to the claim and with respect to which I have already spoken.

Now he states that he rented his store and equipment to Chan Main as a going concern for $60.00 per month, and that Chan Main carried on under his trade name which was Lion Valet and had the advantage of his goodwill. The Custodian subsequently rented the business and premises several times and as far as he is aware, that is the claimant, it was carried on under his trade name. When the premises were sold it was a going concern and the purchaser not only acquired the premises but also the

equipment, and as far as we are aware the goodwill of the business.

Now, my lord, one other thing on this Exhibit 2 to be noted is with regard to this Neon sign, the outside Neon sign that he was buying under contract. The sign carried the name Lion Valet. In other words, it was not a name, or not his own name but a trade name.

I might say with regard to the subject of goodwill, my lord, that at the moment we are not informed as to whether this was carried on under that name after the sale; that is a matter that I will have to look into and call evidence on. With respect to the goodwill you will observe that he has estimated it on the basis of one year's income.

THE COMMISSIONER: Which was the firm that supplied the Neon display?

MR. McMASTER: It was, I think, the Neon Products Company, my lord.

I have here, my lord, a copy of the lease from the claimant to Chan Main, dated April 15th, 1942, describing the premises and stating the rent to be $720.00 for the year.

THE COMMISSIONER: Chan Main was not related to the purchaser?

MR. McMASTER: No, my lord.

MR. HUNTER: My lord, Chan Main only occupied the properties, so far as I understand, for one month.

MR. McMASTER: That is correct, my lord. I don't know whether you wish this lease filed or whether my

friend will admit that the lease was made by this man before he evacuated.

MR. HUNTER: Oh yes.

MR. McMASTER: Will my friend admit that it was subsequently rented on at least two occasions by the Custodian as a business?

MR. HUNTER: Not in those words, my lord. I think there are other factors.

MR. McMASTER: I will ask my friend to produce a letter from the Custodian to this man dated October 27th, 1942, and the inventory attached.

MR. HUNTER: An inventory of October 10th, is that what you mean?

MR. McMASTER: What I want is a letter of October 27th, 1942, to the man from the Custodian and the inventory.

This, my lord, is a copy of a letter produced from the Custodian's file dated October 27, 1942, addressed to this chimant, the first paragraph of which reads, "Referring to your letter in connection with your property at 155 East 10th Avenue, we are making arrangements to rent the premises to one Sung Chun for $40.00 per month andeavouring to get him to pay three months' rent in advance, and with the understanding that he is to pay for all repairs in connection with the conducting of this business."

Attached to this letter, or with it, is an inventory which was referred to in the letter and I will file that with some other correspondence which I want my friend to produce, my lord.

THE COMMISSIONER: All right. You will file the letter

along with other correspondence, is that it?

MR. McMASTER: Yes, my lord.

Might I have a letter from the claimant to the Custodian dated November 1st, 1942?

Q Witness, I produce to you a letter. Is that your signature on that letter?

A Yes.

MR. McMASTER: This is a letter dated November 1st, 1942.

THE COMMISSIONER: If that is going to be put in, it needn't be transcribed into the record.

MR. McMASTER: Very well, my lord, (Reading). That is the list that was referred to in the last letter.

Now if my friend would be good enough to produce a letter of November 10th, 1942, and the list.

MR. HUNTER: My lord, I am not trying to deny that there were leases made but I did not like the wording that my friend used when he said that we leased it as a business. We did lease it as a business, but I don't think it was as simple as that. There were vacations here. It wasn't the same business that was leased.

THE COMMISSIONER: That is fairly obvious in view of the fact that the first man probably ceased to hold under the lease made by the tenant himself, and the business ceased operation for a time but was re-established.

MR. HUNTER: There may have been goodwill at the time it was sold, my lord, but it is not necessarily the goodwill -- that it would be the same goodwill as the original goodwill. I don't know how my friend

is going to establish just what its value is, because it is not the same unless he can produce gross profits from the tenant or something like that.

THE COMMISSIONER: Well that is for him to worry about.

MR. McMASTER: Perhaps I can shorten the correspondence that I want to file, my lord, if my friend will admit that the amended claim, as I stated there, were all of the articles which now appear, having dropped two or three of them, correspond with articles that were received by the Custodian and disposed of by him in one way or another.

THE COMMISSIONER: What would you say? There is no material change in the chattels that were left subsequently?

MR. McMASTER: That is correct, my lord.

MR. HUNTER: I am sorry, my lord, to be so dull on this, but I did not see this until after lunch.

THE COMMISSIONER: I appreciate your difficulty.

MR. McMASTER: I gave it to my friend this morning, but I do not suggest that that is too much time.

THE COMMISSIONER: I am very well satisfied that both of you are working under difficulties here.

MR. McMASTER: Perhaps we had better file the correspondence then, my lord. A letter dated November 10th, 1942, and the list.

THE COMMISSIONER: If you put it all in, I will read it.

MR. McMASTER: Yes, I will put it in altogether, my lord.

MR. HUNTER: From whom?

MR. McMASTER: I think it is from Ker & Ker to the Custodian.

T his is a letter, my lord, dated November 10th, 1942, from Ker & Ker to the Custodian stating that they are returning the list of articles, "covering our conversation of today's date in connection with the above property". The situation was that the claimant had written back and said as will appear from the correspondence, "This inventory does not include certain things." The Custodian sent it back to Ker & Ker and said, "Please check these", and it was not sent back. The inventory attached is headed, "Items missing from the list you supplied me", and various items are ticked and there are three items crossed, and written in ink is , "Not there, not there, not there" opposite them indicating that the others were actually there and they had missed them on their original inventory.

THE COMMISSIONER: I see.

MR. McMASTER: That I will file with these other items of correspondence. I would ask my friend if he would let me have a letter from the Custodian to the claimant dated November 13, 1942.

This is just a letter dated November 13th, 1942, confirming that situation, my lord, in which the Custodian advised that they had re-checked the inventory and found everything except these three items.

THE COMMISSIONER: Yes.

MR. McMASTER: And then I would like a letter dated January 6th, 1943, I think, from the Custodian to the claimant.

MR. HUNTER: There is one from Ker & Ker to the Custodian. (Handed to Mr. McMaster).

I don't quite know how these letters of Ker & Ker are to be proven, my lord. Are they just put in for information?

MR. McMASTER: My lord, for the time being I am obliged to put them in for information because Ker & Ker were the agents of the Custodian and I presume in due course they willbe called.

THE COMMISSIONER: As I see it, though, all your friend is endeavouring to establish is that there were a succession of tenancies here with some hiatus between them and he is hoping, as I understand his remark earlier, that he will be able to show there was some value in the goodwill as left by the evacuee claimant, not withstanding the hiatus that occurred between tenancies; is that the situation?

MR. McMASTER: That is correct, my lord.

THE COMMISSIONER: Well you are going to have some difficulty.

MR. McMASTER: We will have to see about that.

THE COMMISSIONER: Goodwill doesn't jump such breaks.

MR. McMASTER: I will come back to that, my lord, with regard to the statement my friend made. But this is a letter dated January 26th, 1943, from Ker & Ker to the Custodian. The first two paragraphs are the relevant ones, I think, "With regard to the above store, the present tenant cannot carry on any longer and wishes to move out of the premises on the 14th day of January, 1943".

THE COMMISSIONER: I would have thought you would endeavour

to suppress that.

MR. McMASTER: I am not worrying about that, my lord.

"As you know the rent is paid up until that date and we now have a proposal from Mr. Jim Wong, Chinese, who will rent this store at the present rent of $40.00 per month. Mr. Wong will pay one month's rent due January 15th, plus one month's rent on deposit which will be held as rent for the final month of his tenancy".

I would ask to file all of that correspondence to which I have referred as one exhibit.

THE COMMISSIONER: All those will go in as Exhibit 3.

(CORRESPONDENCE MARKED EXHIBIT NO. 3).

MR. McMASTER: My lord, I would ask my friend if he can supply me with information which is peculiarly within his knowledge as to the exact date that the original tenants vacated.

THE COMMISSIONER: It might be of some help to know the reason for his vacation. Was he ejected or --

MR. McMASTER: I don't think he bothered paying the rent, my lord.

MR. HUNTER: I haven't perused the file as well as I might, my lord, but I see here a memo. It says, "The rental records on file show that Chan Main occupied the ground floor in July but it appears to have been vacant during the succeeding two months, Sung Chun being the tenant during October, November, December, at a rental of $40.00 per month. J. Sho succeeded this tenant in January, 1943, and remained there until the date of sale."

The exact date, I can't say from this. We would have to check more accurately, but it appears to have been vacant during the months of August and September, 1942.

MR. McMASTER: That is a matter, my lord, in which I will have to try to find some evidence. We have no way of knowing.

Q Witness, did you instruct me to prepare this statement with regard to your 1930 Ford coach with respect to which you are making a claim?

A Yes.

Q Would you be good enough to sign it, please?

A (Witness complies).

MR. McMASTER: I would ask to file that statement as the next exhibit, my lord, a statement with regard to his 1930 Ford coach.

(STATEMENT MARKED EXHIBIT NO. 4).

Q Witness, I produce to you a receipt from the Royal Canadian Mounted Police. Is that the receipt which you received for this automobile?

A Yes.

MR. McMASTER: I ask to file that as the next exhibit. It shows the date, March 9th, 1942, Ford"A" 1930, five tires, speedometer reading 66,817 miles.

THE COMMISSIONER: May I have that again?

MR. McMASTER: 66,817 miles. The condition is stated to be fair and a memorandum on it that the left and right fenders were dented.

On the statement with regard to the car made by the claimant, it shows the date of purchase by

him as 1939 or 1940. He paid $235.00 and expended about $65.00 painting the car and putting on four new tires and says that he had the car cared for mechanically and it was in good condition and left it with the R.C.M.P. We are not holding forth, my lomd, that he had any special knowledge as to the value of cars, but he does comment that he bought a 1928 Ford roadster in Grand Forks in April, 1944, and had to pay $180.00 for it.

I would ask my friend to admit that the car was appraised at $75.00 and sold for $140.00 on or about March of 1942 -- I am sorry, about August of 1942.

THE COMMISSIONER: Sold at $140.00, you say?

MR. McMASTER: Sold at $140.00, yes, my lord.

MR. HUNTER: Apparently there was an appraisal of $75.00, my lord.

(R.C.M.P. RECEIPT MARKED EXHIBIT NO. 5).

MR. HUNTER: It is submitted that the real property was sold for its fair market value. It is submitted that the vehicle was sold for its fair market value. It is submitted that the equipment sold was sold for its fair market value.

I file the appraisal of J.R. Reid & Company dated the 28th of February, 1944, in which he merely states, "This property comprises a lane corner with approximately 22 feet frontage on which is erected a two storey wooden building approximately 22 x 45 feet. The lower floor is occupied by a Chinese dry cleaning establishment with a kitchen

and bedroom at the rear, also toilet. Upstairs there is a four room suite with bathroom. Single garage on lane. Valuation, $1750.00."

(APPRAISAL MARKED EXHIBIT NO. 6).

It is further submitted, my lord, that if this business was sold as a going concern it was not the same going concern that was left by the claimant and that any goodwill attaching thereto has not been proven.

THE COMMISSIONER: That amounts to the same thing as saying that such goodwill there was, was not goodwill of the claimant.

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: Or that attached to the claimant's business?

MR. HUNTER: Yes, but I presume that the property belonging to the claimant, the equipment belonging to him, that if some goodwill had been worked up in the meantime by a tenant, such goodwill as there was might be passed along and might accrue to him. I just wish to make it clear that I submit he has not proven that, my lord.

I think the rest is a straight question of value, my lord.

MR. McMASTER: Perhaps my friend will admit, my lord, that the tenant who was occupying the premises at the time of sale made a tender on these premises.

MR. HUNTER: I don't think that is correct, my lord. According to our records J. Sho, a Chinese, was the tenant until the sale and the sale was to an

Anglo-Saxon, Abbott.

THE COMMISSIONER: Yes, but what your friend is asking is whether the tender, which was perhaps a lower tender --

MR. HUNTER: There is a list of tenders here, my lord, and there is no mention of his tender. There are about five here.

MR. McMASTER: My lord, I can check the Custodian's file on that point later and would ask leave to file it later.

THE COMMISSIONER: That is something you can bring out when the Government brings in the defence of the claim.

MR. McMASTER: Very well, my lord.

THE COMMISSIONER: Thank you, Mr. Arai.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hambleton

"G. HAMBLETON"
Official Reporter.

Case 250

NOV 25 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.

ACKNOWLEDGED

7837 & Forks Nelson

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

(1) NAME ARAI, KOZO (RCMP) Reg. No. 02775
(Print) Surname Given Name

(2) Pre-Evacuation Address 155 East Tenth Avenue, Vancouver, B.C.

(3) Present Address P. O. Box 218, Grand Forks, B.C.

(4) REAL ESTATE

(a) Street Address (if any) 153-155 East Tenth Avenue, Vancouver, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)

NOTIFIED

Ser. No D3196, Dist. Lot. 302, Block 28, Lots 4,5,6F

(c) Type of Real Property (cross out words which do not apply):

(i) ~~Farm~~
(ii) Residence & Type of business Cleaners & Dyers
(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 - - - - - - - - - - - - - - - - $ ~~5000.00~~
(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) - - - - - - - - - - - - - - - - $ 3090 ~~3778.50~~
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 8,778.50 8090
(v) Amount at which Custodian sold property and credited your account - - $ 2,274.50
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 6,504.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation Hastings Park (custodian)

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

(c) How stored or packed at time of evacuation

(over)

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

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

1. 1930 Model A Ford — Estimated Value $ 285.00
2. List attached (forced sale) — Estimated Value $ 4,326.15
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 $ 4,611.15

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.

Credit from Custodian 114.40
on forced sale by owner 1646.60

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 9,354.15

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

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

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

DOMINION OF CANADA)
of)
TO WIT:)

I, Kozo Arai, of the City
of Grand Forks, 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~~ ~~of~~ Grand Forks in the Province of BC. this 15th day of November A.D. 1947. William Bewley Stipendiary Magistrate in and for the County of Yale, Province of British Columbia.

K. Arai.

A Commissioner &c.

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

List covering 4 (e) subsection (iii)

8H Steam Press Machine	700.00	350
1 h.p. steam boiler with sawdust burner	260.00	235
singer sewing machine No. JA980311	145.00	115
Westinghouse Electric Iron	12.00	10
Ironing Boards(2)	10.00	8
4 only chairs	10.00	6
Large store counter	40.00	30
large work table (2)	20.00	13
cupboard	10.00	5
2 only large clothes show cases	100.00	65
2 only large shelf case	20.00	15
moveable clothes rack	10.00	5
clothes basket	15.00	10
portable neon signs 18 x 30(2 only)	130.00	65.
outside Neon sign (under contract)	150.00	78.
paper cutter	5.00	3.50
Wire Window Screen	15.00	10-
Show card frame (6 only)	9.00	6
1 pr. Tailor's Scissors	10.00	7.
yardstick	.50	
McClary three hole gas stove	25.00	15
double bed complete (steel)	35.00	25
~~8 sets shelves~~	~~10.00~~	
~~bookcase~~	~~15.00~~	
2 only pails	2.00	1-
kitchen table	5.00	3
1 only Viking heater	15.00	10.
goodwill	2,000.00	2000
	$ 3,778.50	3090-

amends.
HDB
Mar 14 R.

List covering 5 (e) subsection 2.

	Worth	Sold
Piano-Strauss	325.00	60.00
Chesterfield	75.00	35.00
5 tables	35.00	15.00
Radio-Westinghouse	100.00	35.00
Radio-Philco Combination	30.00	15.00
Radio- Silvertone	50.00	25.00
Stand Lamp	49.50	12.50
400 day clock	15.00	5.00
Gramaphone	25.00	10.00
Dining Room Suite	75.00	37.50
China Cabinet	75.00	25.00
Pictures & Miscellaneous	180.00	54.50
Chinaware	100.00	70.00
Record Player wireless	25.00	11.00
Ash Trays (4)	25.00	7.00
Small Desk	25.00	10.00
Axminster Rug	49.50	15.00
1 double bed complete	35.00	15.00
ice box	35.00	8.00
Washing machine	139.50	60.00
Eureka Vacuum Cleaner	50.00	20.00
Bookcase 5 leaf and top	40.00	15.00
Books & fixtures	200.00	42.00
desk	12.00	5.00
Toys(wagon,scooter etcetera)	125.00	27.00
Tools-automobile-carpenter	275.00	70.00
1941 Chevrolet sedan special deluxe	1,580.00	800.00
car accessories	48.05	17.70
2 tires 600x16	82.60	40.00
rare plants	350.00	57.00
Garden tools	35.00	7.40
Typewriter Remington	60.00	20.00
	4,326.15	1,646.60

withdrawn March 1. 48

H.S.B

out to Nelson

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
NOV 6 1942

R. R. #1,
Grand Forks, B.C.,
November 1, 1942.

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

c/o Peckland Shaw
100 Block Kaslo
Instead Fish Ave 7524

Dear Sir: Re: File No. 7832.

I am in receipt of your letter of October 27th and I wish to inform you that the items on the accompanying list are missing from the list which you supplied me.

Furthermore, I have been informed by Mrs. J. Reid of 153 East 10th Avenue that Chan Main took a portable electric sewing machine from the storage room at 153 East 10th Avenue and sold it for $25 or $35, I don't know which. As I have not been credited with this money, I would like to have you investigate this matter for me. I thank you.

Yours truly,
K. Arai.

EXHIBIT No. 250-3
DATE 1 mar 1948
FILED BY
J. R. McMaster.

Items missing from the list you supplied me.

2 chairs
1 small chest of drawers
1 set of shelves
1 movable clothes rack.
1 clothes basket on rollers
1 portable electric neon sign 18"×30"
1 wired window screen for door
6 show card frames
1 pr. tailors' scissors
1 yardstick
1 double steel bed (complete)
1 pail
1 neon sign - outside (under contract with Walburn Neon).

7832

October 27, 1942

Mr. Kozo Arai,
Reg. No. 02775,
R. R. No. 1,
Sunnyside Ranch,
Grand Forks, B. C.

Dear Sir:

Referring to ycur letter in connection with your property at 155 East 10th Avenue, we are making arrangements to rent the premises to one Sung Chun for $40.00 per month, endeavouring to get him to pay 3 months' rent in advance, and with the understanding that he is to pay for all repairs in connection with the conducting of this business.

We have had our representative take an inventory of the goods on the premises, and for your record, we enclose a copy. Would you be kind enough to inform us if this list is correct.

Enclosed find a statement of rentals in connection with these premises and you will note that we were only able to collect one payment from your former tenant, Chan Main. We understand that the amount of $240.00 has been paid direct to you.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

Enc. 2.

Fast

INVENTORY OF ARTICLES IN STORE AT 155 West 10th Avenue

as at October 10th, 1942 - ARAI, Kozo

STORE:

1 Set of Shelves
1 glass door Wardrobe } B/S
1 glass door Wardrobe
1 Table B/S
Galvanized Piping for Clothes Rack no val
1 Table B/S
1 hand Electric Iron B/S
1 large Ironing Board } B/S
1 small Ironing Board
1 Singer Sewing Machine B/S
1 Chair B/S
1 Hoffman Steem Presser B/S
1 Counter B/S
1 Paper Rack B/S
1 Electric Window Sign no val
1 Chair B/S
1 Mirror B/S
1 Pail no val
1 Feather Duster no val

KITCHEN:

1 Step Ladder B/S
1 Table B/S
1 round Heater B/S
1 three ring Gas Stove B/S
1 set of Shelving fixture
1 Bath } fixtures
1 Toilet
1 Steam Boiler } B/S
1 Sawdust burner for Boiler

Sung Chen
.....

BACK ROOM:

1 Cupboard no val
1 Table no val
1 set of Shelves fixture
1 Closet
2 sets Curtains. no val

.....

Witness ..... Irene Los Wing

Mr Spain checked on July 21-44. Says all OK. WJP

KOZO ARAI
(Claimant's Name)

PERSONAL CHATTELS

02775
Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
1930 Ford A Coach Speedometer reading 66,817	1939 or 1940	used	235.00 (expended about 65.00 painting & putting on 4 new tires) Had it cared for mechanically	Good	$200.00

EXHIBIT No. 250-4
DATE 1 mar 1948
FILED BY
J R McMaster

Description of Storage of Goods:

Left with R.C.M.P.

General Statement as to Chattels not Described above:

Additional Comments , if any: I bought a 1928 Ford roadster in Grand Forks about Apr/44 and had to pay $180.00 for it

K. Arai
SIGNATURE

Kozo ARAI
(Claimant's Name)

PERSONAL PROPERTY

02775
Reg. No.

Type of BUSINESS	Location	Gross Turnover 1941	~~Average~~ Cost Mark Up	Net Income 1941	Estimated Value of Goodwill
Dry cleaning pressing + alterations	155 E. 10th Ave Vancouver B.C.	about $8000.00	about $6000	about $2000.00	$2000.00

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

very small quantity required
That on hand at date of evacuation sold to tenant

Whether prices mentioned are wholesale or retail:

n/a

I PURCHASED THE BUSINESS

Date of Purchase	Price	Value Stock Date of purchase	Value of Furniture equipment & Fixtures at date of purchase:	Value of Goodwill at date of purchase:
1922 or 1923	about $400	none	$250.00 (all replaced)	$150.00

I have forgotten what income over the first few years of operation but it was very small. I built this up to a good business. I spent from 150.00 to 200.00 each year for advertising.

Furniture equipment and fixtures acquired after purchases:

Description	Date Acquired	New or Used at Date Acquired	Price Paid	Condition when Evacuated:	Estimated value at date of Evacuation:
1 H.P. Steam Press machine	1928	New	$700.00	A-1 condition (kept in repair)	$350.00
1 H.P. steam Boiler & sawdust burner	1940	new	$260.00	Good	235.00
Singer sewing machine + electric motor	1940	new	$145.00	"	115.00
2 Large clothes show cases (glass doors)	about 1931	new	$100.00	"	65.00
2 Portable neon signs (could be used by anyone)	about 1936	new	$65.00 each	"	65.00
Outside neon Sign ("Lion Valet")	1940	Bought under contract over 3 years for 117.00 had paid off about 78.00	$78.00	"	78.00

major items

List of Accounts Receivable and Accounts collected by Custodian Attached:

Method of Storage and arrangements made at time of evacuation:

Additional comments, if any:

Balance as per inventory attached to claim

I rented my store & equipment to Chan Main as a going concern for $60.00 per month. He carried on under my trade name and had the advantage of my goodwill. The custodian subsequently rented the business & premises several times & as far as I am aware it was carried on under my trade name. When the premises were sold it was a going concern and the purchaser not only acquired the premises but also the equipment.

EXHIBIT No. 250-2
DATE 1 mar 1948
FILED BY
J. R. McMaster

K Arai
SIGNATURE

REAL ESTATE · RENTALS

LOANS · INSURANCE

MEMBERS
VANCOUVER REAL ESTATE
EXCHANGE LTD.

VANCOUVER INSURANCE AGENTS
ASSOCIATION

AGENTS
MARINE INSURANCE

AGENTS
STOCK EXCHANGE
BUILDING

TELEPHONES:
PACIFIC 3241-3242-3243

KER & KER
LIMITED

475 HOWE STREET
VANCOUVER, B. C.

AGENTS
LONDON GUARANTEE &
ACCIDENT CO., LTD.

ROYAL INSURANCE
COMPANY, LIMITED

THE NORTHERN ASSURANCE
COMPANY, LIMITED

SCOTTISH METROPOLITAN
ASSURANCE CO., LTD.

THE CASUALTY COMPANY
OF CANADA

OFFICE OF THE CUSTODIAN
JAPANESE SE...
RECE...
NOV 11 1942

November 10, 1942.

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

Dear Sirs: Re: File No. 7832 - Kozo ARAI -
155 East 10th Ave.

We return you herewith list of articles covering our conversation of today's date in connection with the above property.

Yours very truly,

KER & KER LTD.

J. M. Anderson

Rental Manager

JMA:HD

Ack. MK
RECEIVED
NOV 9 - 1942
REF. TO Jma
REMARKS:
ATT'D TO

"COPY"

ITEMS MISSING FROM THE LIST YOU SUPPLIED ME

	✓	2 Chairs
Not there	X	1 Small chest of drawers
	✓	1 Set of shelves
	✓	1 Movable clothes rack
Not there	X	1 Clothes basket on rollers
	✓	1 Portable electric Neon Sign 18" x 30"
	✓	1 Wired window screen for door
		6 Show card frames 4 only
	✓	1 Pr. Tailor's Scissors
	✓	1 Yardstick
Nowhere	X	1 Double steel bed (complete)
	✓	1 Pail
	✓	1 Neon Sign- outside (under contract with Walburn Neon)

Jma

7832

November 13, 1942

Mr. Kozo ARAI,
Reg. No. 02775,
R. R. No. 1,
Grand Forks, B. C.

Dear Sir:

Referring to your letter of November 1 enclosing list of articles which you state are on the premises at 155 East 10th Avenue, our agent has again inspected the premises and everything is there with the exception of 1 small chest of drawers, 1 clothes basket on rollers and 1 double steel bed. We are endeavouring to have Mr. Chan Main call at our office in regard to these items and also in connection with the matter of the missing sewing machine.

In regard to these premises, the only agreement we could make with the new tenant, Sung Chun, was that he was to pay three month's rent in advance, with the understanding that this amount was not to represent the final two months of the lease, but if everything, at the end of the three months, is satisfactory, we would consider giving him a one year lease of the premises.

There are several matters which we have written to you about and which have not received your attention. There is the matter of the claim against you for $27.35 made by Mr. Claire E. Henry in connection with an automobile accident and the matter of the claim against you from Oscar Burritt covering the 1½" encroachment on the Dalzell property; we have not heard from you in this connection.

27.35

Sometime ago we had word from Mr. H. M. Drost,

who is Solicitor for Mr. Burritt, stating that he might be willing to accept $20.00 in full settlement.

Your kind attention to these matters will be appreciated.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

REAL ESTATE · RENTALS

LOANS · INSURANCE

MEMBERS
VANCOUVER REAL ESTATE EXCHANGE LTD.

VANCOUVER INSURANCE AGENTS ASSOCIATION

AGENTS
MARINE INSURANCE

AGENTS
STOCK EXCHANGE BUILDING

TELEPHONES:
PACIFIC 3241-3242-3243

KER & KER
LIMITED

475 HOWE STREET
VANCOUVER, B. C.

AGENTS
LONDON GUARANTEE & ACCIDENT CO., LTD.

ROYAL INSURANCE COMPANY, LIMITED

THE NORTHERN ASSURANCE COMPANY, LIMITED

SCOTTISH METROPOLITAN ASSURANCE CO., LTD.

THE CASUALTY COMPANY OF CANADA

EDUCATION SECTION
JAN 7 1943
File No. 7832
Ans.
Referred

January 6th, 1943.

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

Dear Sirs: Re: File No. 7832 - Kozo ARAI - 155 E. 10th Ave.

With regard to the above store, the present tenant cannot carry on any longer and wishes to move out of the premises on the 14th day of January, 1943.

As you know, the rent is paid up until that date, and we now have a proposal from Mr. Jim Wong, Chinese, who will rent this store at the present rent of $40.00 per month. Mr. Wong will pay one month's rent due January 15th, plus one month's rent on deposit which will be held as rent for the final month of his tenancy. The rents will then be paid regularly on the due date.

Mr. Wong will also accept responsibility for the equipment in the Cleaner's as per inventory now held by the present tenant.

It will be understood that Mr. Wong will occupy these premises on the same conditions as the former tenant in that he will keep the store in condition and make all the necessary interior repairs.

We are advising that this proposal be accepted, otherwise, it will mean that the store will be empty and we will again be faced with the difficulty of procuring a settlement from a man who has no money.

Kindly confirm this arrangement as soon as possible so that we can have Mr. Wong move into the premises on January 15th, 1943.

Yours very truly,

KER & KER LTD.

JMA:HD

Rental Manager

Form 246

ROYAL CANADIAN MOUNTED POLICE
EXHIBIT REPORT

Detachment
Seizure No. 34
FOR USE WHEN APPLICABLE

Detachment File No.	Detachment
Sub-Division File No.	Sub-Division
Division File No.	Division
Headquarters File No.	Date 19

RE:- Kozo ARAI 155 E Tenth Vancouver BC
NAME OF FILE

On Mar 9 19 42, I Goodfellow K
MEMBER'S NAME

Came into possession of the following goods by:-

EXHIBIT No. 250 - 5
DATE 1 mar 1948
FILED BY
J. R. McMaster

STATE BRIEFLY AUTHORITY, ETC., WHETHER BY SEARCH WARRANT, ETC.

NO. OF PKGS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
		(42) 67717 5
		LICENSE NO. Ford A (30) TIRE NUMBERS
		MAKE & MODEL CAT8961
		SERIAL NO. "
		ENGINE NO. 66817
		SPEEDOMETER READING Fair
		CONDITION
		Nil
		EXTRA EQUIPMENT
		Left And Right Fender Dented
		DESCRIPTION & CONDITION VERIFIED

03110
Signature of Owner
Japanese Registration No.

Handed over to representative of Custodian whose signature in receipt thereof appears hereunder

E. N. Cruise

DATE: Mar 9/42

140.00 - 25.66 = 114.40

SIGNATURE OF MEMBER SUBMITTING REPORT

EXHIBIT No. 250-6
DATE
FILED 1 Mar 1948
J.W.G.Hunter

J. R. REID & CO.,

515 Granville Street,
Vancouver, Canada.
February 28th 1944

#379 153 - 155 East 10th Ave.

This property comprises a lane corner with approximately 22 ft frontage. on which is erected a two storey wooden building approximately 22 x 45 ft.

The lower floor is occupied by a Chinese dry cleaning establishment with a kitchen and bedroom at the rear, also toilet.

Upstairs there is a four room suite with bathroom.

Single garage on lane.

Valuation $1,750.00

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

April 10th 1948

KOZO ARAI
(Claimant's Name)

REAL ESTATE
(Other than farm)

EXHIBIT No. 250-1
DATE 1 mar 1948
FILED BY
J.R. memarler

02775
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
Store & dwelling 22' x 45' Single garage	main floor Store kitchen, bedroom & toilet 0th floor 4 room suite & bathroom	Frame - siding Painted grey Cement foundation Half basement concrete floor. Hot air furnace & water jacket	Dry cleaning business & dwelling	22' x 120'	Land & Bldg	1929

Type of Locality	Cost Price
153 & 155 E 10th Ave Vancouver B.C. Good accidental business suburban district	$3600.00

Comments re upkeep of premises:

See under improvements

Improvements made by Claimant		Estimated Value Date of Sale
1929-32 added 18'x30'x6' cement bowl	370.00	
22'x60' Roof changed asphalt	120.00	
General repair & remodelling & painting	700.00	$5000.00
new Hot air furnace & added tin retention to brick chimney	250.00	
Back fence & woodshed	40.00	
Hot water jacket heater & 2 tanks	100.00	
12' x 20' new garage concrete floor	120.00	
1935 Change stringer & concrete post. Installed cement sidewalks	170.00	
Repair brick chimney & extended 6' (debris)	40.00	
Repainted	70.00	
1936 New hot water coil in furnace & overhaul	30.00	
upstairs back porch 4'x22' rebuilt & steps renewed	140.00	
	$2150.00	

Comments re Appraiser's report not covered above:

When evacuated I rented the store premises and living quaters behind them & my business & equipment for 60.00 per mo. I rented the suite upstairs ex capt. room to friends for 20.00 per mo.

The custodian sold the whole premises for $2410.00 including equipment. The division of the sale price by the custodian provided $2010.00 for the property. The date of sale was Aug 22/44.

K. Arai
SIGNATURE