Name of Claimant MUKAI, Iwa Case 253

Custodian File 6658 & 5867

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	
		5900	590	00 12.50							602.50

PERSONAL PROPERTY

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

NETS

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

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
250	145	43.50	58%	650	377	465	55.80	476.30

TOTAL RECOMMENDATION $1078.80

1540

CASE NO: 253.

JAPANESE PROPERTY CLAIMS COMMISSION.

Grand Forks, B. C.,

March 2nd, 1948.

IN THE MATTER OF THE CLAIM OF

IWA MUKAI.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 253.

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,

March 2nd, 1948.

IN THE MATTER OF THE CLAIM OF

IWA MUKAI.

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. HANDFORD, Esq.,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

MR. McMASTER: My lord, with respect to this claim, I became aware of the fact for the first time when I saw the Custodian's file that apparently the property had formerly been the property of the claimant's husband and he died leaving a will and leaving his property to this claimant and her two sons. She was the executrix of the estate and I think the Custodian has a certified copy of the letters probate. So the claim ought to be amended to be on behalf of herself and her two sons named in the will, Kenji Mukai, and Hiroshi Mukai.

THE COMMISSIONER: Yes.

IWA MUKAI, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. McMASTER:

Q Witness, your two sons Kenji and Hiroshi reside with you at Greenwood, is that correct?

A Yes.

Q And have they consented to your making this claim on behalf of yourself and them?

A Yes.

MR. McMASTER: My lord, with respect to the claim for chattels appearing on the back, I would ask leave to reduce that claim from $3000.00 to $2500.00.

Q Witness, did you instruct me to prepare this statement with regard to your real property with respect to which you are claiming, and is that your signature on the statement?

A Yes.

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

A Yes.

MR. McMASTER: I will file as Exhibit 1, my lord, the statement re the real property.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. McMASTER: I would refer to Exhibit 1 and the Reporter doesn't need to take this down (reading).

THE COMMISSIONER: What was the date of the husband's death?

MR. McMASTER: It was about a year after evacuation. 1943, I believe, my lord.

THE COMMISSIONER: I wonder assuming that a recommendation is made here, should not the recommendation be made in favour of the claimant as executrix rather than to these individuals? What would you say, Mr. Hunter?

MR. McMASTER: That is correct, my lord.

MR. HUNTER: I am afraid I don't know what the provisions of your Act are.

THE COMMISSIONER: I think it would be safer if we proceeded with the claimant in her capacity as executrix.

MR. McMASTER: I think my friend has a copy of the letters of administration.

THE COMMISSIONER: Is she the executrix or administratrix?

MR. HUNTER: There is a will, my lord, I don't know.

MR. McMASTER: She is the executrix, my lord, of the estate of Yoshizo Mukai, who died at Lillooet, on or about the 18th of June, 1948. The letters

probate were taken out of the Lillooet Registry of the Supreme Court.

THE COMMISSIONER: I think that is the safest way to deal with it. All right, proceed.

MR. McMASTER: She points out further in the statement, my lord (reading Exhibit 1). I might say, my lord, I will endeavour to ascertain whether the solicitor of the estate had a valuation made at the time. (Reading Exhibit 1). My lord, we are making no special claim for goodwill in this case, except it may reflect on the value of the property that was continued in operation.

Q Witness, did you instruct me to draw this statement with regard to your personal chattels and equipment with respect to which you are making a claim, and is this your signature on the statement?

A Yes.

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

A Yes.

MR. McMASTER: This is a statement with regard to the personal chattels and equipment claimed for, my lord, as the next exhibit.

(STATEMENT MARKED EXHIBIT NO. 2).

Q Witness, had you actively engaged in the business operated by your husband at these premises from the time of their purchase in 1917?

A Yes.

MR. McMASTER: My lord, if I might refer to the last exhibit. Certain of the major items with respect

to which the claim is made are set forth there, and then she states, "I am claiming only for chattels and equipment left in the care of Mrs. Johnson and appearing on the Custodian's inventory signed by her. I consider the value of all these, including the above detailed chattels, to be at least $2500.00. The appraisal obtained on some of the equipment is very low having regard to the cost and condition. I understand that in 1945 when most of the goods were sold, store equipment was very difficult to obtain even second hand. I always bought new equipment so do not know the value of second-hand equipment, but I believe my values above are fair". Now, my lord, I might say one thing further; in the inventory of value and relationship, I believe the furniture was shown at $500.00 and the store equipment at $1500.00. The same statement that the claimant makes with regard to the showing of the value of the estate's real property would apply. I will endeavour to ascertain whether a valuation was made at that time.

Your witness.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is further submitted that the personal property which was sold was sold for its fair market value. It is submitted that the claim made for items which were not sold are exorbitant.

THE COMMISSIONER: Is this another case where there was pilfering?

MR. HUNTER: No, my lord, Idon't think so. I think that actually the odd item has disappeared or is missing, but I don't think there was any extensive pilfering. There were three appraisals made of this property, my lord.

THE COMMISSIONER: You are now referring to the real estate?

MR. HUNTER: Yes, my lord, the first one is by Johnson, Reeve & Watson on the 20th June, 1944, for $4500.00. Perhaps I should mention it last. The first one was January 31st, 1944, by Loewen & Harvey Limited and was for $3000.00. The second one was on the 26th of April, 1944, by Coulthard, Sutherland Company Limited and was for $7,372.60. The third one was made on the 20th of June, 1944, by Johnson, Reeve & Watson and was for $4500.00.

THE COMMISSIONER: What was the date of the Coulthard appraisal again?

MR. HUNTER: The 26th of April, 1944, my lord.

THE COMMISSIONER: There is quite a discrepancy in six months, is there not?

MR. HUNTER: Well the second appraisal is unquestionably higher than the other ones because the subsequent appraisal of Johnson, Reeve & Watson is again down to $4500.00, my lord.

THE COMMISSIONER: What did it sell for?

MR. HUNTER: It sold for $5900.00 in August, 1944, my lord.

MR. McMASTER: Is that including certain equipment?

MR. HUNTER: No, that is covered separately. This is

for the real estate. I file the three appraisals, my lord, as one exhibit, if it is in order.

THE COMMISSIONER: All right.

(APPRAISALS MARKED EXHIBIT NO. 3).

MR. HUNTER: I might add, my lord, that the appraisal which was produced for succession duty purposes was the one of Loewen & Harvey and was used at the time, that is the one for $3000.00. Upon the sale for $5,900.00 an adjustment was made, and the succession duty people, of course, as they will, insisted that the value be raised to $5900.00.

THE COMMISSIONER: The administration, I take it, was carried out through the Custodian's office, was it?

MR. HUNTER: No, my lord. It was carried out by a solicitor for the claimant, P.J. Wilson, at Lillooet. We have here a letter, or a copy of a letter, whihh was sent to the Custodian of a letter which was sent to Mrs. Iwa Mukai by Forsyth of the Department of National Revenue, Succession Duty Division, and in this it shows that the original value shown for the property was $3000.00, which was subsequently, as they put it, -- there was a "readjustment of real estate value to sale price, $5900.00", and they add an additional $2900.00 to the estate, being the difference between the $3000.00 and the $5900.00.

Q I presume, Mrs. Mukai, that you received the original of that?

MR. McMASTER: We will admit that document.

MR. HUNTER: I will file that, my lord, to show that

they were not claiming a very extravagant value at that time, to say the least.

MR. McMASTER: I take it, my lord, that the Custodian produced the valuation to them of $3000.00.

THE COMMISSIONER: Well the point ofview is somewhat different.

MR. HUNTER: There is the difference, I think, between property being valued for confiscation, and property being valued for expropriation.

MR. McMASTER: My lord, I object to that. I am going to ask my friend to file the copy of the affidavit of value and relationship which he has.

THE COMMISSIONER: Are you not making rather more of this facetious exchange than is necessary?

MR. McMASTER: Perhaps, my lord, I am still conscious of the last case; I am not sure.

MR. HUNTER: As far as the real estate is concerned, my lord, I submit it is a straight question of valuation. As far as the personal property is concerned, may I refer your Lordship to Exhibit 2 which my friend has filed. A certain amount of the items which are claimed and are set forth specifically in Exhibit 2 were appraised by Thompson & Company, auctioneers and appraisers, and while I propose to file those appraisals, it seems to me I can quickly indicate to your Lordship the appraised value of the specific items, if you take them running down the right side of the page. The cash register, $125.00, was appraised for $50.00. The scale, at $100.00, for $30.00. The frigidaire at $300.00 for $150.00.

The ice cream mixer at $30.00, for $30.00. The big showcase $25.00 for $12.50. They show one snooker table and four pool tables. The appraiser lists them as pool tables, appraised at $125.00. The McClary stove was appraised at $10.00.

THE COMMISSIONER: The billiard tables altogether were appraised at $125.00.

MR. HUNTER: At $125.00. The McClary stove at $10.00, my lord. The piano was not appraised but it was sold for $143.00. The dining room table and chairs were sold to the tenants for $50.00.

THE COMMISSIONER: I notice there is an item here for 70 cues, $150.00. Is that included in the $125.00, the pool tables and cues?

MR. HUNTER: I don't think the cues are appraised, my lord. Just a moment. They say five pool tables complete. Whether that includes cues and balls, I wouldn't know, my lord, but it sounds like it.

MR. McMASTER: Which were you reading from, Mr. Hunter, the revised appraisal or the original appraisal?

MR. HUNTER: I don't know exactly whether they are identical or not. I see someone has pencilled "revised" on it, but I don't know. A number of those items were sold by a bill of sale, my lord. The bill of sale includes five pool tables, complete, a frigidaire, coal register, ice cream mixer, electric clock, four show cases, a counter scale, a Coco Cola cabinet, tables and chairs, two counters, and a paper roll, for $465.00 which is slightly below the appraised value.

MR. McMASTER: Is my friend filing the appraisals and agreements?

MR. HUNTER: Yes, I think I shall. I don't think we need Thompson's accompanying letter, do we?

THE COMMISSIONER: You have the Thompson appraisal in complete, have you not?

MR. HUNTER: There are some other items in there, that might prove useful later, that I haven't mentioned and I thought I had better file the appraisals.

THE COMMISSIONER: Is the Thompson appraisal in with Exhibit 5?

MR. HUNTER: I would suggest that the letter from Thompson & Company enclosing their appraisals go in as Exhibit 5. I would file this copy, I guess it is, of the bill of sale. It seems to be an original although one of the affidavits doesn't appear to be completed. It isn't completed by the Custodian, otherwise it is completed.

(AGREEMENT MARKED EXHIBIT NO. 6).

MR. HUNTER: I will file the analysis of personal property claim, my lord, as Exhibit 7. I think if your Lordship would refer to the analysis, I can fairly quickly give the picture. The top items which were sold under the bill of sale for $465.00, I think I am correct in saying that the amount for which the claimants are claiming for these items run somewhere around $1700.00 or $1800.00 as set forth in Exhibit 2, and the piano was sold by auction for $143.00. The coal stove which is the McClary stove was sold

in a damaged condition for $2.00.

THE COMMISSIONER: Now is there any evidence to indicate when the damage occurred? Was it damaged subject to evacuation?

MR. HUNTER: I think so, my lord.

THE COMMISSIONER: You think it was?

MR. HUNTER: Yes, I think so. Certain of this property, my lord, was used by the tenant, as your Lordship will recall, under the lease. Whether the stove was one of those items so used, I am not prepared to say at the moment. So that it really boils down to this, my lord, that for items for which they are claiming $2500.00, we received $620.00. I think any items missing are comparatively few. Have you a list of those, Mr. McMaster? I notice included in the analysis no allowance has been made for the dining room suite which was claimed by the tenant, my lord. They claimed they had purchased it.

THE COMMISSIONER: The tenant claimed to have bought it from the claimant, is that it?

MR. HUNTER: Yes. A dining room suite appeared on the first appraisal made by Thompson & Company but the tenant claimed it was their property and the revised appraisal made by Thompson & Company later on January 8th, 1945, left this item off.

THE COMMISSIONER: Perhaps you had better follow that up with the claimant.

MR. HUNTER: I think there is a letter here which I

will try and find in connection with it.

MR. McMASTER: Is it the same table, Mr. Hunter?

MR. HUNTER: No, it is the dining room suite. You will notice it in your Exhibit 2.

THE COMMISSIONER: There is a memo on the appraisal which is Exhibit 7, "Dining Room Suite included in first inventory and appraisal by Thompson & Company but was claimed by tenants as their property and left off second inventory and appraisal."

MR. HUNTER: But in Exhibit 2 there is a claim for dining room table and chairs, $75.00. Is that what your claim is for? It was appraised originally for $50.00 and then when the tenants claimed it, it wasn't included in the revised appraisal.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mrs. Mukai, the tenants of your property claimed that they had purchased from you the dining room tables and chairs. What have you to say to that?

A These were not sold to the tenants. They were just left on the premises.

Q Well, the tenants have made a definite statement that they are their goods. Are they stating something that is untrue when they said that?

MR. McMASTER: Is that a correct statement, that the tenants have said they were their goods?

THE COMMISSIONER: I do not know. Your friend says it is. What are your instructions, Mr. Hunter?

MR. HUNTER: The tenants claim this as their property.

MR. McMASTER: The thing I am concerned about is whether we are talking about the same table. There are tables shown on the analysis of personal property and if you look opposite "table" there is an "X" under "No account"; then under the right hand column under "Remarks" it says "signed for by tenants, Mrs. Johnston and Mrs. Watts on inventory July, 1942, but not in inventory and appraisal February 7th, '44. Credit in chattel suspense account." Apparently there is some money sitting in chattels suspense account in addition to some tables taken from this.

MR. HUNTER: You feel that may be other than the dining room?

MR. McMASTER: Yes, that may be other than what is in the appraisal. It seems strange to me to put it to the witness that the tenants said they were their chattels.

MR. HUNTER: Wait a minute, I am not speaking of that.

THE COMMISSIONER: Suppose you dispose of the witness except for the dining room suite and perhaps you can have a little informal discussion about it when we recess and get the dining room suite problem ironed out. Have you any further cross-examination, Mr. Hunter?

MR. HUNTER: Not offhand, I haven't, my lord.

THE COMMISSIONER: Well, would you like to recess now for a few minutes and perhaps get this dining room suite matter settled?

MR. HUNTER: Yes, I think that would be a good idea, my

lord.

(PROCEEDINGS RESUMED AFTER SHORT RECESS)

MR. HUNTER: My lord, there may have been two dining room suites, I don't know. The tenant may have had one, and this witness one. The only thing I can suggest is for her to describe her's and we can check up.

THE COMMISSIONER: I think you had better do that because I take it if the dining room suite claimed by the tenant is the same article that this woman claims, then she has got nothing for it. That is what it comes down to, isn't it?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: Certainly no dining room suite of hers was disposed of by the Custodian.

MR. HUNTER: No dining room suite of hers was disposed of by the Custodian.

THE COMMISSIONER: I think we better find out about it.

IWA MUKAI, resumed the stand, testified further as follows:

CROSS-EXAMINATION CONTINUED BY MR. HUNTER:

Q Mrs. Mukai, would you describe your dining room suite? A: There were six leather covered chairs, a large dining table, with a very shiny surface, and one cabinet. The dining table was an extension table. It had two or three leaves which could be inserted for extension.

Q What would it be made of and what finish was it on the wood? A: If she saw the wood she would be able to recognize it, but she doesn't know the name of it.

Q Was it oak or walnut or mahogany or any of those woods? A: It was something after this style of grain (indicating) but a little smaller. The grain was a little smaller but it was a large table.

THE COMMISSIONER: It sounds like Mission oak.

MR. HUNTER: Q: Was the colour of the finish much like that oak table there?

A She says very similar to this. It may have been a little darker.

THE COMMISSIONER: Were the chairs leather padded chairs or had they filled seats?

MR. HUNTER: She just said leather seats. I will find out.

THE INTERPRETER: Yes, leather-covered seats.

MR. HUNTER: Q: Were they padded?

A Yes, they were padded.

Q Did they have springs? A: No, no springs.

Q And this cabinet that you had, what shape was it?

A It had two drawers, she thinks -- two or three drawers. It had two or three drawers.

Q And what type of a top above the drawers?

A The three drawers were long-ways, horizontally arranged, she thinks. She says about seven years ago she saw it and she is getting old and she has forgotten it to some extent.

THE COMMISSIONER: I think that is about as far as you can get, Mr. Hunter.

MR. HUNTER: Q: Yes. Mrs. Mukai, I understand you offered to sell your property to Mrs. Johnston and

Mrs. Watts before you left for $4500.00, is that correct? A: No, that isn't so. I wouldn't think of selling it at that price.

Q Possibly my statement isn't accurate. I have a letter here which says they were offered the property at $4500.00 by Mr. Yoshize Mukai before they left. Do you know whether that would be correct?

A I didn't hear anything about that.

Q You can't say that that is wrong then?

A No. I didn't hear anything about it.

MR. HUNTER: Do you know which lease it is, Mr. McMaster, which lets certain of the furniture?

THE COMMISSIONER: Q: Mr. Interpreter, would you put this question to the witness; was there any discussion between you and the tenants regarding the sale of your dining room suite to them at any time?

A No. There was never any suggestion from their side of buying, nor from her side of selling.

MR. HUNTER: Q: This lease which was made to Mrs. Johnston and Mrs. Watts included some furniture, I believe, didn't it, or some of the fixtures?

A Well, yes, on the assumption I would be back in about six to twelve months, the furniture was included for $15.00 a month.

Q Yes, did that include the McClary stove?

A Yes, that was included.

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

THE COMMISSIONER: Any re-examination, Mr. McMaster?

MR. McMASTER: Yes, my lord. Would my friend be good enough to produce from his file a copy of the

inventories "X" and "Y" to the Affidavit of Value and Relationship?

MR. HUNTER: I don't know what "Y" is. We have "X".

MR. McMASTER: My lord, the letters probate were issued on September 9th, 1943, and I am producing from the Custodian's file a copy of inventory "X" to the affidavit of value and relationship of the claimant. This is not a certified copy. It is dated August 31st, 1943, immediately prior to the granting of the letters probate. I don't know whether my friend would admit this is a true copy or whether he wants me to go to the expense of obtaining one.

THE COMMISSIONER: I fancy it is if it comes from the Custodian's file.

MR. HUNTER: All I know is I found it there.

MR. McMASTER: I will have to try to file a certified copy.

THE COMMISSIONER: What is the purpose of it?

MR. McMASTER: The purpose is to try and clarify the succession duty letter which he filed. It appears at the time the probate was taken out, and this inventory was made, immediately prior to it, that the value of the premises were stated to be $8100.00 odd. In other words, that was the original inventory. Now it would appear that they obtained through the Custodian a valuation for $3000.00, and naturally they went to the Succession Duty Department and said, "Here is a payment", or probably the Succession Duty Department asked for a payment.

THE COMMISSIONER: That is what I would assume.

MR. McMASTER: Whether it is necessary for me to file it to establish the original value at the time of the succession duty which was $8100.00 --

THE COMMISSIONER: I do not think you need file it. I assume your friend concedes his file contains an inventory "X", which shows the $8100.00 valuation. That is all you require.

MR. HUNTER: That is correct, my lord.

RE-DIRECT EXAMINATION BY MR. McMASTER:

Q Witness, prior to your evacuation, do you recall any discussion between your husband and yourself or with any other persons as to selling this property? A: Yes, somebody came along and made an offer of ten thousand dollars but my husband thought it wasn't quite enough, so he refused to sell it.

Q Now do you recall any other discussions with regard to the sale of the property?

A No, I recall no others specifically.

Q Didyou or your husband, to the best of your knowledge, have any intention of selling the property at the time of your evacuation?

A No, we expected to return fairly soon.

Q Now who is Mr. Johnston, or, rather, who is Mrs. Johnston's husband?

A He worked at the Court House. I have known him for thirty years.

Q Yes, what did he do at the Court House?

A He was the chief at Steveston.

Q The Chief of Police? A: Yes.

Q And at the time you made this rental arrangement, did Mr. Johnston make any comment with regard to the rent you were going to charge?

A He agreed to take care of the property until we came back, and because of that we leased it at a low rent.

Q Yes, I see. I wonder if the Interpreter would be good enough to put the question again and ask the witness to give the same answer.

A At the time the arrangements were made for rental, Mr. Johnston offered to pay more rent than was finally fixed, but we said we would be satisfied if he would take good care of our furniture and possessions.

Q Was it her husband's practice to discuss with her business matters relating to the operation of the business? A: Yes, we consulted on everything.

Q Did he, in fact, consult with her before this rental arrangement was made?

A Yes.

Q And if your husband had any offer to sell the place to the Johnstons or to anybody else, is it likely that he would have consulted with you when he was dealing with such an offer?

THE COMMISSIONER: I do not think you need put that question. I am not particularly impressed even though the low rent was taken.

MR. McMASTER: It is on the other point of the alleged offer and the tenancy.

THE COMMISSIONER: Yes. It is very dubious whether she could give an answer to the question.

MR. McMASTER: She could to the last question, my lord.

THE COMMISSIONER: I take it from the fact that they collaborated, it is probable he would have discussed it with her. All right, Mrs. Mukai, that is all, thankyou.

(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.

case 253

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

14

5967

for herself and for Kenji and Hiroshi sons of deceased husband.

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

(1) NAME Mukai (Print) Surname Iwa, Given Name (RCMP) Reg. No. 04273

(2) Pre-Evacuation Address 98 Moncton Street, Steveston, B.C.

(3) Present Address P.O.Box 422, Greenwood, B.C.

(4) REAL ESTATE

(a) Street Address (if any) 88.90,92,98 Moncton Street, Steveston, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Lots 8, Block 2 of part of Section 10, B3N, R7W, Map 249, Municipality Richmond, B.C.

NOTIFIED N

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

(i) ~~Farm~~
(ii) Residence Type of business Grocer, Confectionery, Pool Room.
(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 - - - - - - - - - - - - - - - - $ 10.000.00.
(iii) If business, put value on business as going concern (including land and buildings, tenancies, ~~chattels~~, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $ 3.000.00.
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 13.000.00.
(v) Amount at which Custodian sold property and credited your account - - $ 6.364.00.
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 6.636.00.

(5) PERSONAL PROPERTY

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

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
Left Stoe and living room, upstairs, 98 Moncton St., Steveston, B.C.

(c) How stored or packed at time of evacuation Beds, tables, chairs, parlor sets, trunks, new Iron, wardrobe were left at upstairs living room other chattels at store room.

(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") _____

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

1. See attached statement — Estimated Value ~~$.000.00.~~
2. _____ — Estimated Value $ 2500-
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 $ 6.636.00. 6,136.00

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) - $ _____

(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 _____

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 B. C.)
TO WIT:)

I, Iwa Mukai of the City of Greenwood in the Province of British Columbia

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the City of Greenwood in the Province of B. C. this 18th day of November A.D. 1947.

Iwa Mukai

~~A Commissioner &c.~~ Notary Public in & for the Province of British Columbia, Canada.

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.

_____

1 Cash Register. 1 Frigidair. 4 Show Cases.

1 Scale. 1 Ice Cream Mixer. 5 Pool Tables with 70 cues, ball setters and other accessories.

1 Coca Cola Cabinet. 2 Counters.

1 Paper Roll. 1 Electric Clock. 1 Wall Clock.

2 Big Chairs. 2 Small Chairs.

Stored at Main floor store room.

Beds, Tables, Chairs and Parlor sets.

2 Trunks. 1 New Iron. 1 Wardrobe. 1 Piano.

Stored at living room upstairs.

---

1 Cool Stove. 1 Bureau. Dining sets.

Stored at Kitchen.

IWA MUKAI
(Claimant's Name)

REAL ESTATE
(Other than farm)

EXHIBIT No. 253-1
DATE 7 mar 1948
FILED BY
R.J. mcmaster

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
Stores & Dwellings at 88-90-92 & 98 Moncton St Steveston BC	1. (98 Moncton) Two storey frame building on cement foundations (Confectionery, lunch counter & Pool Room main floor) (Dwelling accomodation 12 rooms upstairs) Flat tar & gravel roof - With addition 15-1" x 60' kitchen for lunch counter & family use 1 storey shingle roof 2. (92 Moncton) 1 storey frame bldg shingle roof 24' x 50' used as a restaurant. 3. (90 Moncton) 1 storey frame bldg Patent roof 21' x 42' used as intention to restaurant at time of evacuation 4. (88 Moncton) 1½ storey frame Bldg about 21' x 42' shingle roof - up to time of evacuation used as store & dwelling			Bldgs on land	1917

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
In the centre of the business Community at Steveston	$8000.00	Raised main Bldg #1 above & put in cement foundation & new floor about 1939 cost about $1000.00 Tore down Bldg #2 above in 1930 and rebuilt it - cost approx $2500.00. At the same time put in flush toilets for #3 & #4 and an extra one in the main bldg. #1 Cost approx. $150.00 Added extention to main bldg #1 about 1928 approximate cost $700.00	$10,000.00

Comments re upkeep of premises:
In the main building #1 replaced floors twice 1917 & 1939. On this Bldg. put new tar on roof each year & repaired shingles on the other buildings from time to time. I kept #1 premises painted & in good repair. I did not give as much attention to other premises.

Comments re Appraiser's report not covered above:
As indicated above all the buildings are quite old except #2 which was rebuilt in 1930. The main building #1, however, was improved and well preserved. The other buildings at the time of evacuation may have required repairs but were in contant use and were revenue producing. While the plumbing system is criticised by some of the appraisers it was the prevalent system in Steveston. The location of these premises were such that I had no difficulty in renting the premises not used by myself & my family.

I operated the businesses in #1 above very profitably. Just prior to evacuation I was renting #2 for 23.00 per mo #3 for $15.00 per mo. & #4 for 15.00 per mo.

When my husband died in Dec 1943 I valued the whole property at $8140 in my affidavit of Value & relationship. This was a rough estimate for succession duty purposes. I do not know whether my solicitor had a valuation made. I consider this value to have been on the low side. I believe also that values had increased by Aug 1944 when the premises were sold. On the basis outlined above I consider $10,000 a fair value although I have no special knowledge.

I rented #1 & certain equipment of the business, when I evacuated to Mary Johnston & Margaret Watts for 15.00 per mo. The rent was very low because they promised to give me possession upon my return which I did not expect to be long and agreed to buy the Stock-in-trade. These persons carried on the business continuously until they purchased in Aug/44. They had the advantage of the goodwill which I had built up over the years.

I Mukai
SIGNATURE

IWA MUKAI
(Claimant's Name)

EXHIBIT No. 253-2
DATE 2 Mar 1948
FILED BY
R.J. McMaster

PERSONAL CHATTELS

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 (appraisal by 1 Thompson 2 Binnington)	
Cash Register	1936	new	$175.00	Good	$125.00	50-
Scale (about 20 lb)	1938	"	about $150.00	"	100.00	00
Frigidaire (Ice Cream)	1930	"	$600.00	good working order	300.00	150-
Ice Cream mixer (milk shakes)	1939	"	about 35.00	Good	30.00	30-
1 big show case	1932	"	45.00	"	25.00	12.50
1 Shooker table	1939	"	250.00 + trade on old table	"	250.00	125-
1 Pool table	1939	"	200.00	"	150.00	
1 " "	1937	"	200.00	"	150.00	
2 " "	1934	"	@ 170.00 each	"	170.00	
70 Cues	from time to time	"	$2.50 to $7.50	Fair	150.00	
1 Mac Lary's stove	1931	"	70.00 wholesale	average good	50.00	10-
1 Piano	1928 or 1929	"	(added sawdust burner & topper $35.00 about 1937)		200.00 sold	143
Dining table & chairs (polished)	1939	"	$550.00 wholesale $105.00	good Good	75.00	50-
						600.50

Description of Storage of Goods:

I am claiming only for chattels & equipment left in the care of Mrs. Johnson & appearing on the Custodians Inventory signed by her. I consider the value of all these including the above detailed chattels to be at least $2500.00

General Statement as to Chattels not Described above: see above

The appraisal obtained on some of the equipment is very low having regard to the cost and condition. I understand that in 1945 when most of the goods were sold store equipment was very difficult to obtain even second hand. I always bought new equipment so do not know the value of 2nd hand equipment but I believe my values above are fair.

Additional Comments, if any:

J. Mackai
SIGNATURE

EXH 253 - 3

D/ 2 Mar 1948

FILE

J.W.G.Hunter

JOHNSON REEVE AND WATSON
Estate Agents

20th June 1944

The Custodian's Office,
509 Royal Bank Building,
Vancouver, B. C.
File No.6658
Attention of Mr Peters

Dear Sir: re Steveston Property
Lot 8 Block 2 Section 10
Block 3N Range 7W Map 249

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

The location os a prominent corner in the village of Steveston, at the South West corner of No.1 Road and Moncton Street, near the water-front.

The lot has a frontage of approximately 50 feet on No.1 Road and 132 feet on Moncton Street. These dimensions are scaled from the map provided by you and checked by measurements made byme, but I do not vouch for their accuracy. The total measurement from the street corner to the westerly building at the lane corner is 135 feet, but I believe that this westerly building No.88 Moncton Street, encroaches about 3 feet on the lane. This encroachment is indicated on the map which I am informed was prepared for you by the Municipal Engineer.

The principal building, on the Street corner is a two storey wood frame building about 40 years old. The foundations are apparently of wood and there are signs of settlement and decay in the crocery store near the street. The size of the building is approximately 28 ft by 60 ft.

The ground floor is occupied as a grocery store and a pool room with v-joint ceilings and walls. On the second floor there are 11 rooms and a washroom with sink and w.c. These rooms have plastered ceilings and walls.

The whole interior needs redecorating and painting, besides repairs to the shop floor and foundations. The exterior siding needs painting and the roof appears to be leaking.

Attached to this building is a lean-to kitchen about 14'x 24' with a shingle roof in bad condition. In this there is a sink, and there is a w.c. outside in the yard. There is also an old building with two rooms, but this is in a dilapidated condition and of very little, if any, value.

On the westerly part of the lot there are three shop buildings, one storey wood structures. They are in very poor condition and what little plumbing exists appears to drain into the ditch along the lane. Because of the unsanitary conditions, these buildings may be condemned unless a septic tank and new plumbing are installed. In one case there is only a sink and an earth closet. The rents produced by these buildings can hardly be regarded as permanent unless the buildings are rehabilitated and it is doubtful whether it is worth while to spend the money required.

I understand that the principal building has been rented to one tenant by the owner at $15. per month, which is obviously too low. A purchaser could no doubt let the shop, the pool room and the rooms separately to much better advantage. To let the rooms at a fair rent and perhaps to satisfy the health authorities it might be necessary to instal a bathroom. It is somewhat difficult to estimate what rents could be obtained, but there is no doubt that a considerable expenditure is required in repairs and redecorating to make the premises attractive.

In view of the age and condition of the buildings and the encroachment mentioned, I am of the opinion that the fair market value of the property is not more than $4,500.

Yours faithfully,
"D.W.Reeve"

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

Date. April 12th 1948

FORMING PART OF 253-3

LOEWEN & HARVEY LIMITED

751 Dunsmuir Street,
Vancouver, B. C.
January 31st 1944

Department of the Secretary of State,
Office of the Custodian,
(Japanese Evacuation Section)
506 Royak Bank Bldg,
Granville & Hastings Streets,
Vancouver, B. C.

Dear Sir:-

Re: ESTATE OF YOSHIZO MUKAI (Your File #6658/1)

In reply to your letter of 23rd December 1943 - the following is my report and valuation of the property known as numbers 88 - 90 - 92 and 98 Moncton Street - Steveston, B. C.

The legal description of the property is Lot 8 of Block 2 of Section 10, Block 3, North, Ranage 7, West, Map 249. It is situated on the South-West corner of Moncton Street and Number One Road - having a frontage of 132 feet on Moncton Street by 50 feet on No.1 road. At the back and parallel with No.1 Road there is a lane running from Moncton Street to the dyke of the Fraser River. The lot is level with both streets, but at the back lane corner is approximately two(2) feet below road level.

On the street corner there is a two storey frame building on cement foundations 30 x 60 feet, with a one storey addition on the South side 15 x 60 feet. The two (2) storey portion has a flat tar and gravel roof and the one(1) storey addition a shingle roof. The lower floor is occupied as confectionery store, lunch counter and ppol room, and there are twelve rooms on the second (2nd) floor - but only 1 toilet and 1 kitchen sink (no bath or basin). Yhe exterior is of narrow siding-patched at the joints, and is inneed of paint.

To the West of the building and facing on Monction Street are three other old buildings. The first (No.92) is a one storey frame with shingle roof 24 x 50 feet occupied as a chinese restaurant. The second(No.90) is a one storey frame with Patent roof 21 x 42 feet, formerly a store, now used as living quarters. The third (no.88) is a one &½ storey frame with shingle roof, formerly a store with rooms above now used as living quarters only. At the back of these latter two buildings is a raised wooden platform and walk with wood-sheds, giving access also to the back of the restaurant. These three buildings are on wood foundations in poor condition. From their general appearance style and condition I should judge these buildings to be at least forty (4) years old.

The corner appears to be one of the main business corners of the town, but it must be born in mind that while there is always some business, Steveston is only an active business centre during the fishing season and is largely vacant during the other monghs of the year.

In my opinion a fair valuation for the property is $3000.00.

Yours faithfully,
"A Ronald Harvey"
Director.

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

Date: April 12th 1948

M. Staley

Forming part of 253-3

GOULTHARD SUTHERLAND & CO.LTD

609 Columbia Street,
New Westminster, B. C.

26th April 1944

Re: Catalogue 811

File #6658

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

Dear Sir:

Re: Lot 8, Block 2, Sec.Pt 10
B3N/7W Map 249

There are four buildings on this lot as follows:-

#98 Moncton, large hotel building - two storey frame construction 28 x 60' with two additions on south side 12 x 32'. Lower floor used as General Store and Pool Room finished in V joint. Upstairs divided into 12 rooms, all rooms and hall plastered. Plumbing - Toilet and hand basin upstairs and toilet and basin down, heated by stoves. City light and water. Exterior- gray siding with white trim on concrete foundation throughout. Good roof. In good state of preservation, and exceptionally good corner location.

#92 Moncton - One story, frame store front 20 x 46, operated as Cafe, rented to S. Wong for $14.00. Exterior-Siding well painted. Interior- V joint, very poor roof, fir floors badly sagging, indicating foundations completely gone. Plumbing - sink and toilet. Heated by stoves. City water and light. Cheap poor construction, probably 40 to 50 years old. Good location.

#90 Moncton Street - Frame 36 x 18' rented to Wong and included in above rent of $14., shoe repair business, condition very poor throughout. Similar to $92.

#88 Moncton. Rented to J. Werseen for $10 per month, two story frame 18 x 36 store fromt with lean to at rear. Exterior-siding, roof poor. Interior - finished in V joint, floors poor and sagging, open post foundation in poor condition. Plumbing-sink and toilet. Stove heated, City light and water. Good location on corner. Open ditch with sewerage at side.

This lot is 44' on #1 Road and 132' on Moncton Street and is an exceptionally good corner.

VALUATION:	#98	Moncton	$5054.60
	#92	"	690.00
	#90	"	485.
	#88	"	660.
			$7372.60

Yours very truly,
Coulthard,Sutherland & Co.Ltd.,
"F.H.Coulthard"

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
April 12th 1948

COPY

253 - 4

EXHIBIT No.

DEPARTMENT OF NATIONAL REVENUE SUCCESSION DUTY DIVISION

DATE 2 Mar 1948

FILED BY J.W.G.Hunter

'COPY TO CUSTODIAN'

937 W. Hastings St.,
Vancouver, B. C.
January 15, 1945

Mrs Iwa Mukai,
Executrix of the Estate of
Yoshizo Mukai,
Midway, B. C.

Dear Madam:

Re: Yoshizo Mukai, Deceased

The Succession Duty on your late husband's estate has been devalculated as shown below, The Real Estate has been valued at the Sale price, and the insurance polocy, on which the premiums were paid by your husband, has been included at the cash surrender value. Please note these figures are subject to final assessment and approval by the Department at Ottawa.

Aggregate Net Value per letter to P.J.Wilson dated 22nd Feb.,1944		$8,970.85
Readjustment of Real Estate value to sale price	$5,900.00	
Previously adjusted to	3,000.00	2,900.00
Add Sun Life Assce Co. Pol.2045190 on life of Hiroshi Mukai for $1000. Cash surrender value at date of death	~~615.68~~	615.68
		$12,486.53

Initial Rate - Nil

	Class		Succession	Rate	Duty
IWA MUKAI (Deduction $20,000.00)	A	1/3 Residue	$3,328.85		
HIROSHI MUKAI	B	1/3 Residue	3,328.84	1.4%	$46.60
KENJI MUKAI	B	$2,500.00			
		3,328.84	5.828.84	2.0%	116.58
			$12,486.53		$163.18

Duty	$163.18	
Int @ 5% Dec 18/43- Mar 7/44	1.76	
	164.94	
Paid March 7,1944	110.79	
	54.15	
Int @ 5% on $52.39 Mar 7/44 to Jan 31/45	2.37	
Balance due Jan 31, 1945	$56.52	

The duty is due and payable within six months from the date of death and interest at 5% per annum will be charged from the due date on any amount from time to time unpaid. You will note that interest has been calculated to January 31, 1945.

Yours faithfully,
"D.H.S."

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

Date: 15/4/48

M. Seeley

253 - 5

EXHIBIT No.

DATE 2 Mar 1948

FILE Mr W.G.Hunter

THOMPSON & COMPANY

Royal Trust Building,
626 West Pender Street,
Vancouver, B. C.

January 8th 1945.

Department of the Secretary of State.
Office of the Custodian,
Vancouver, B. C.

Attention Mr Peters. File #6658

Dear Sirs:

Re: G. MUKAI. 98 MONCTON ST. STEVESTON.B.C.

As per request of your Mr Harris the writer inspected certain Goods & Chattels on the above premises for the purpose of placing a valuation on same.

We are enclosing Inventory & Appraisal as per list supplied by Mr Harris.

We note by our records that in February 1944 - we appraised for you a majority of the items mentioned in enclosed Inventory, the enclosed list includes everything mentioned in previous list, except 1-Walnut Dining Suite.

In our opinion if you can get an offer around $450.00 for everything as is, it would be advisable to accept, rather than move same to Auction Room.

Yours truly,

THOMPSON & COMPANY

"W.G.B.Thompson"

Does not belong to evacuee - owned by Mr Johnston 20/1/4 S.P.

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

Date: April 12th 1948

Attached to Exhibit 253-5 (')

THOMPSON & COMPANY

Royal Trust Building,
626 Pender Street W,
Vancouver, B. C.

Department of the Secretary of State,
Office of the Custodian,
Vancouve, B. C.

File 6658

INVENTORY & APPRAISAL RE G. MUKAI. 98 MONCTON ST STEVESTON

5 Pool Tables Domplete	$125.00
Frigidaire	150.00
Coal Register	50.00
Ice Cream Mixer	30.00
Electric Clock	10.00
4 Show cases	50.00
Counter Scale	30.00
1 Coca Cola Cabinet (leaking)	5.00
Tables & Chair	3.00
3 beds Tables & Chairs	3.00
2 Counters	4.00
Paper Roll	4.00
Heaters	10.00
	$474.00

We hereby certify that the sum of $474.00 in our opinion, is a just and fair valuation of all the goods and chattels above mentioned.

THOMPSON & COMPANY

"W.G.B.Thompson

(2)

Attached to 253-5

THOMPSON & BINNINGTON LIMITED

Royal Trust Building,
626 Pender Street W,
Vancouver, B. C.

Department of the Secretary of State,
Office of the Custodian,
Vancouver, B. C.

Re: Y. MUKAI FILE #5749
98 MONCTON ST. STEVESTON. B. C.

INVENTORY & APPRAISAL

This did not belong to Joseph Belongs to Mrs Yukai

1- Nizen Frigidaire with 5 hole cabinet	$175.00
1- Computing Counter scale	30.00
2- Pool tables complete	100.00
2- Pool tables (dismantled,no cloths,cushions poor)	50.00
1- Heater	10.00
3- Iron Beds & straw mattresses	4.50
1- Walnut dining suite(table, buffet, & 6 chairs)	50.00
1- Heater	10.00
	$429.50

We hereby certify that the sum of $429.50, in our opinion, is a just ans fair valuation of all the goods and chattels above mentioned.

THOMPSON & BINNINGTON LIMITED

"W.G.B.Thompson

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

Date: April 12th 1948

M. Scaly

EXHIBIT No. Exhibit No. 253- 6
DATE Date 2nd Mar 1948
FILED BY J.W.G. Hunter

THIS INDENTURE made in triplicate the day of in the year of our Lord One thousand nine hundred and forty five.

BETWEEN:

THE HONOURABLE THE SECRETARY OF STATE OF CANADA ACTING IN HIS CAPACITY AS CUSTODIAN UNDER THE REVISED REGULATIONS RESPECTING TRADING WITH THE ENEMY (1943)

(hereinafter called the "Grantor")

OF THE ONE PART:

AND:

MARY BELLA JOHNSTON AND MARGARET MARY YOUNG WATTS, Storekeepers and Restauratuers, of Steveston in the Province of British Columbia

(hereinafter called the "Grantees")

of the OTHER PART

WHEREAS YOSHIZO MUKAI, Police Registration Number 04274, was formerly a Grocer at Steveston, in the Province of British Columbia;

AND WHEREAS the said YOSHIZO MUKAI, a person of the Japaneserace, was required to leave the protected area in the Province of British Columbia by order of the Minister of Justice pursuant to the provisions of the Defence of Canada Regulations (Consolidation) 1941;

AND WHEREAS The Grantor under and by virtue of Order in Council Number P.C. 1665 of 1942, as amended, and of the applicable provisions of the Revised Regulations Respecting Trading With the Enemy (1943) is vested with all the right, title and interest of the said YOSHIZO MUKAI in the goods and chattels hereinafter described and enumerated, and hath contracted and agreed with the said Grantees for the sale of the interest of the said YOSHIZO MUKAI in the saidgoods and chattels for the sum of Four Hundred and Sixty-Five ($465.00) Dollars, such sale to be executed by a Bill of Sale to the Grantees herein:

WITNESSETH that in consideration of the premises and of the said sum of Four hundred and sixty-five ($465.00) Dollars of lawful money of Canada paid by the Grantees to the Grantor at or before the sealing or delivery of these presents (the receipt whereof is hereby acknowledged) the Grantor hath bargained, sold, assigned, transferred and set over and by these presents

doth bargain, sell assign, transfer and set over unto the Grantees, their respective executors, administrators and assigns, all those goods and chattels hereinafter set forth, described and enumerated as follows:

5	Pool Tables Complete
	Frigidairs
	Coal Register
	Ice Cream Mixer
	Electric Clock
4	Show Cases
	Counter Scale
1	Coca Cola Cabinet
	Tables and Chairs
2	Counters
	Paper Roll

all of which goods and chattels are now in the possession of the Grantees and are situate, lying and being at 98 Moncton Street, Steveston, in the Province of British Columbia, and all the right, title and interest, property, claim and demand whatsoever both at law and in equity or otherwise howsoever of me the Grantor of, in, to and out of the same and every part thereof.

TO HAVE AND TO HOLD the said hereinbefore assigned goods, chattels and effects and all of them and every part thereof, with the appurtenances thereto, and all the right, title and interest of the said Grantor thereto, and therein, as aforesaid, unto and to the use of the said Grantees to and for their sole and only use forever;

PROVIDED that any covenants express or implied on the part of the Grantor are excluded.

The Grantor does not guarantee or warrant and has not made any representations whatsoever to the Grantees as to the quantity, quality, character and conditionof the said goods and chattels and the Grantees acknowledge that they have purchased the said goods and chattels after personal inspection thereof and their own investigation without any representation or warranty whatsoever of the Grantor;

AND the Grantees further acknowledge that they have received and accepted delivery of all the said goods and chattels from the Grantor.

IN WITNESS WHEREOF the said Grantor acting in his capacity as Custodian under the Revised Regulations Respecting Trading With the Enemy (1943) has executed these presents by his Assistant Deputy and the Grantees have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED and DELIVERED)
)
in the presence of:)
)
) Assistant Deputy Custodian
)
)
as to the signature of Assistant)
)
Deputy Custodian)
)
"Sidney A. Watts") "Mary Bella Johnston" L.S.
)
)
as to signature of Grantee,) Grantee
)
Mary Bella Johnston)
) " Margaret M.Y.Watts
"Sidney A. Watts")
) Grantee L.S.
as to signature of Grantee,)
Margaret Mary Young Watts)

This is the paper writing marked with the letter "A" referred to in the

Affidavit of the witness Sidney A. Watts

Sworn before me this 28th day of March, A.D. 1945

_____

A Commissioner for taking Affidavits
within British Columbia.

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

Dated April 14th 1948

M Sadler

Attached to 253-6

AFFIDAVIT OF WITNESS

PROVINCE OF ONTARIO)
) I, of the City of Ottawa, in the Province of Ontario,
TO WIT:)

MAKE OATH AND SAY AS FOLLOWS:

1. That the paperwriting hereunto annexed, and marked "A" is the Bill of Sale and every schedule or inventory thereto annexed, or therein referred to, and every attestation of the execution thereof, as made and given and executed by Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943)

2. That the said Bill of Sale was made and given by the said Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada on the day of 1945.

3. That I was present and did see the said Albert Honore Mathieu Assistant deputy of the Secretary of State of Canada in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said day of 1945.

4. That the said Albert Honore Mathieu at the time of making and giving the said Bill of Sale, resided and still resides at in the City of Ottawa, in the Province of Ontario and then was and still is the assistant Deputy of the Secretary of State of Canada.

5. That the name set and subscribed as the witness attesting the due execution thereof is of the proper handwriting of me, this deponent, and that I reside at and am a

Subscribed to and sworn before me this)
)
day of 1945)
)
at the City of Ottawa, in the Province)
of Ontario.)
)

A Notary Public in and for the Province of Ontario.

Attached to 253-6

BRITISH COLUMBIA)
)
TO WIT)

Affidavit of Bona Fides

"Bills of Sale Act"

I, Mary Bella Johnston, storekeeper and restaurateur, of Steveston, in the Province of British Columbia, one of the Grantees in the foregoing Bill of Sale, make oath and say:-

1. That the assignment therein made is bona fide for valuable consideration, namely, the consideration of the sum of Four Hundred and Sixty Five($465.00) Dollars and that the consideration is duly set forth in the said Bill of Sale; and it is not for the purpose of enabling the Grantees to hold the goods and chattels mentioned therein as against the creditors of the Grantor. The Honourable The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Reppecting Trading With the Enemy (1943) and that said Bill of Sale is not given for the purpose of protectingthe goods and chattels mentioned therein against the creditors of the Grantor or of preventing such creditors from obtaining payment of any claim against the said Grantor.

SWORN before me at the Town of Steveston)
)
in the Province of British Columbia, this)
)
28th day of March 1945) "Mary Bella Johnston"
)
)
"Thomas C. King")
A Commissioner for taking
Affidavits within British Columbia

DATED 1945

THE HONOURABLE THE SECRETARY OF STATE
OF CANADA ACTING IN HIS CAPACITY AS
CUSTODIAN UNDER THE REVISED REGULATIONS
RESPECTING TRADING WITH THE ENEMY(1943)

AND

MARY BELLA JOHNSTON

AND
MARGARET MARY YOUNG WATTS

BILL OF SALE

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 6658 EXHIBIT No.

Mrs. Iwa MUKAI, Executrix of the Estate of

NAME Yoshizo MUKAI REG. No. 04274

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
			AUCTION	TENDER &c		
Declaration April 28/42 Evacuation May 21, 1942	Taken by Custodian Agent Date July 23, 1942.					
In the 2 Storey Wooden Frame Dwelling House at the Corner of Moncton St., & No. 1 Rd., Steveston, B.C.	Chattels signed for by Tenants, Johnston & Watts, 98 Moncton St.	Main Floor Store Room				
3 Stoves	4 Pool Tables	1 Cash Register				
2 Beds	1 Snooker Table	1 Scale				
2 Tables	47 Billiard Cues	1 Coca Cola Cabinet				
6 Chairs	5 Sets Pool Balls	1 Paper Roll				
Also Pool Room Equipment.	Sundry pool room equip. racks, etc.	2 Big Chairs				
(Key turned over to the Lessees, M.B.Johnston & M.M. Young Watts who have agreed to rent the house with the above furniture.)	3 Counters	1 Frigidair				
	1 Cash Register	1 Ice Cream Mixer		465.00		Claimed
	1 Paper roll stand	2 Counters				
	1 Electric Clock	1 Electric Clock				
	2 Large Showcases	2 Small Chairs				
	2 Small showcases	4 Showcases				
	1 Scale	5 Pool tables with 70 cues ball setters and other accessories.				
	1 Ice Cream Refrigerator	1 Wall Clock.				
	1 Milk Shake mixer	At Living Room Upstairs				
	1 Coca Cola Cooler	Beds				
	2 Tables	Tables				
	4 Chairs	Chairs and Parlor Sets				
	Sundry shelves & fixed showcases attached - fixtures of building	2 Trunks	10. 00			
		1 New Iron				
		1 Wardrobe				
		1 Piano	143. 00			
	1 Heater	At Kitchen				
	5 Settees HM	1 Coal Stove	2. 00			
	1 Globe of world	1 Bureau				
	25 Candy jars	Dining Sets				
	1 Kitchen range					
	2 Beds complete					
	2 Tables					
	6 Common chairs					
		TOTAL CLAIM	3000.00	155. 00	465.00	

and

damaged condition caused subsequent to evacuation.

EXHIBIT No. 253-7
DATE 2 mar 1948
FILED BY J. W. F. Hunter

Tem

LE No 6658 EXHIBIT No. CASE No.

EG. No. 04274 VENUE GRAND FORKS

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT. THEFT &c	UNSOLD	REMARKS
AUCTION	TENDER &c							
	465.00			claimed at 1700-1800 on Ex 2				Valuation made by Thompson & Co. Auctioneers - Feb. 7/44 and again Jan. 8/45. Goods sold to tenants, Mrs. Johnston & Mrs. Watts for $465.00 (Copy of Bill of Sale on Claim File.) Mrs. Mukai authorized sale of these goods. (See letter from C. F. MacLean, Barrister, October 12, 1944.)
				X				
						X		Signed for by Tenants, Mrs. Johnston &
						X		Mrs. Watts on inventory, July 1942, but
						X		not in inventory and appraisal Feb.7/44
10. 00								Credit in Chattel Suspense Account.
						X		(Not identified as belonging to Mukai.)
				X				
143. 00								CREDITED TO MRS. MUKAI'S ACCOUNT
2. 00		damaged condition caused subsequent to evacuation.						
				X&				
						X		Dining Room Suite included in 1st inventory and appraisal by Thompson & Co. but was claimed by tenants as their property and left off second inventory and appraisal.
155. 00	465.00							

Tenants claimed dining suite