Name of Claimant SASAKI, Mitsuye Case 312

Custodian File 6888

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	

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	
						2475	297.00	297.00

TOTAL RECOMMENDATION	297.00

CASE NO: 312

JAPANESE PROPERTY CLAIMS COMMISSION

Grand Forks, B.C.

June 4, 1948

IN THE MATTER OF THE CLAIM OF

MITSUYE SASAKI

PROCEEDINGS AT HEARING

Original

CASE NO: 312

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

(HIS HONOUR, JUDGE M.M. COLQUHOUN, SUB-COMMISSIONER)

Grand Forks, B.C.
June 4, 1948

IN THE MATTER OF THE CLAIM OF
MITSUYE SASAKI

PROCEEDINGS AT HEARING

APPEARANCES:

HAROLD W. McINNES, Esq.,	appearing for the Dominion Government
A. E. COBUS, Esq.,	appearing for the Claimant.

L.A. DODD, Esq.,	Secretary to Grand Forks Sub-Commission
MRS. I.C. SMITH,	Official Interpreter
G. HAMBLETON, Esq.,	Official Reporter.

MR. COBUS: The claim, your honour, of Sasaki, Mitsuye, No. 85 on the Secretary's original list. Mr. Secretary, what is the case Number of this one?

THE SECRETARY: Case No. 312.

MR. COBUS: That will be Case No. 312.

I call Mrs. Fujita.

(MRS) MITSUYE FUJITA, the claimant herein, being first duly sworn, testified as follows:

MR. COBUS: I would apply, your honour, to amend this claim, which originally was for $8500.00, I believe. We have broken that down now into two claims of personal property which should be shown under Item 5 (e). The first item would be an Iron Fireman for which claim is being made in the amount of $750.00, and hotel furnishings --

MR. McINNES: Excuse me, shouldn't you give a credit to the Custodian there?

MR. COBUS: I will show that after I have listed the other items. Hotel furnishings, $2846.00. The credit against the Iron Fireman is $500.00, and the credit against the furnishings is $1975.00, making a total credit of $2475.00. The total amount claimed, that is, the addition of the two items, the Iron Fireman and the hotel furnishings, is $3596.00. That leaves a net claim of $1121.00.

MR. McINNES: I missed one of them. What is your

total claim on hotel furnishings?

MR. COBUS: $2846.00.

MR. McINNES: Yes, thank you.

DIRECT EXAMINATION BY MR. COBUS:

Q: Witness, you submitted a claim under the name of Mitsuye Sasaki, is that correct?

A: Yes.

Q: You have since been married? A: Yes.

Q: And your present name is? A: Fujita.

Q: Fujita. A: Yes.

MR. COBUS: Would my learned friend produce the conditional sales agreement?

MR. McINNES: If it please your honour, I submit a copy which I think my friend will agree is an exact duplicate of the signed copy. The signatures are typed on this.

MR. COBUS: Well, no question is arising as to the contents. It will be filed on behalf of the Crown, your honour, for whatever it is worth. It is a conditional sales agreement between Toru Tamura and Shinchi Sato and Ichiji Sasaki dated the 19th day of July, 1937. It is a copy only, your honour, and there is attached to it what is headed "Exhibit "A" and referred to in the agreement as a schedule marked "A", but I would think that Exhibit "A" refers to it.

MR. McINNES: Yes, that is it.

MR. COBUS: I would ask to file the agreement.

MR. McINNES: You haven't filed your claim, yet.

MR. COBUS: No.

(AGREEMENT MARKED EXHIBIT NO. 1)

MR. COBUS: Would my learned friend produce, too, the notice which was given to the claimant demanding payment under the conditional agreement which is now filed as Exhibit 1?

MR. McINNES: This again, your honour, is a typewritten copy, but I believe it to be a true and exact copy -- no, this is a signed one, I am sorry. I am producing a notice addressed to Shinichi Sato and Ichiji Sasaki and Miss Mitsuye Sasaki issued by P.S. Ross and Sons as agents under the conditional sales agreement.

MR. COBUS: Your honour, the only comment I would like to make on this notice which is being filed now on behalf of the Crown is the fact that the Custodian joined with P.S. Ross and Sons in giving this notice which is dated the 13th day of November, 1942, and in part reads, if I may read this into the record: P.S. Ross and Sons, to whom has been delegated by the Custodian under Order of December, 19th, 1941 all power and duty conferred or imposed upon the Custodian by or under the Consolidated Regulations Respecting Trading with the Enemy (1939) with respect to the property of Toru Tamura, and herein acting pursuant to the said Order, and the said Custodian under and by virtue of the Consolidated Regulations Respecting Trading with the Enemy (1939) having been vested with all the right,

title and interest of Toru Tamura in the goods and chattels hereinafter set forth, and on behalf of the said Toru Tamura hereby gives you notice in writing that under the powers reserved under Conditional Sale Agreement dated the 19th day of July, 1937, between Toru Tamura as Vendor, and Shinichi Sato and Ichiji Sasaki as Purchasers, has retaken possession of the hereinafter mentioned goods on the 25th day of October, 1942, pursuant to the condition in the said Agreement, and that the Custodian shall retain possession of the goods for twenty days within which the Purchaser may redeem the same by paying the balance of the purchase price."

And thereafter follows an inventory of goods to which the notice refers.

(NOTICE MARKED EXHIBIT NO. 2)

Q: Witness, I produce to you a document described as an assignment between Shinichi Sato and Mitsuye Sasaki, and signed and sealed by S. Sato and I Sasaki. You produced this document to me, did you? A: Yes.

Q: And that is the document in which the assignors named assigned all of their interest in the conditional sales agreement or the chattels covered by that agreement to you? A: Yes.

Q: And it is dated the 29th day of April, 1942.

A: Yes.

MR. COBUS: I think we shall file that, your honour. I ask leave to file the assignment, your honour,

as the next exhibit.

(ASSIGNMENT MARKED EXHIBIT NO. 3)

Q: Witness, I produce to you a statement concerning the Iron Fireman for which you are making claim. Did you instruct me to prepare this statement for you and is that your signature?

A: Yes.

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

A: Yes.

MR. COBUS: I would ask to file the statement concerning the coal stoker as the next exhibit, which will be Exhibit No. 4, your honour.

(STATEMENT MARKED EXHIBIT NO. 4)

MR. COBUS: Referring to Exhibit 4, your honour, the statement concerns the automatic coal stoker known as the Iron Fireman which was purchased in 1937 new at a cost price of $850.00. Its condition when the claimant was evacuated was very good, and she places an estimated value of $750.00 on it. She says that the stoker was left in the building known as the World Hotel, 396 Powell Street, Vancouver, B.C. The heating unit, she says, was installed with the permission of Mr. Kodama, Mr. Tamura's representative. "By letter dated the 27th of October, 1942, the Custodian informed me that P.S. Ross and Sons were willing to allow $900.00 on the then owing balance pursuant to a certain conditional sale agreement. The Custodian finally credited

me with $500.00 for the stoker." She believes that $750.00 is a fair estimate of the market value of the heating unit when it was sold.

Would my learned friend produce the letter from the Custodian to the claimant dated the 27th day of October '42?

MR. McINNES: 27th of October?

MR. COBUS: Yes, the 27th of October.

(Handed to Mr. Cobus)

I have had produced from the Custodian's file, your honour, a carbon copy of a letter written by R.P. Alexander, manager, who, I presume, is a Custodian official, addressed to Miss Mitsuye Sasaki at Greenwood, B.C. on the 27th day of October, 1942. The letter is a letter advising the claimant as to the result of certain negotiations which were then going on with respect to this conditional sales agreement which is already on file, and the particular sentence that I would make comment on, after referring to what was owing on the original conditional sales agreement, says: "This would leave a balance of $900.00 still due, but Messrs P.S. Ross and Sons authorize us to make an allowance to you of $900.00 on the automatic coal stoker which is affixed to the building, and to offer you a release in exchange for your agreeing to sign bill of sale." In other words, in October, 1942, they were willing to value the coal stoker, by their own admission, at

$900.00 and yet, when the claimant eventually got a statement of a sort, they credit her with $500.00 thereon.

MR. McINNES: Well, that is hardly a fair statement, your honour. There was the matter of certain terms as set out in that letter.

THE COMMISSIONER: It speaks for itself, I suppose.

MR. COBUS: I think so, your honour. It is a question of value of the stoker, and furthermore the fact that they recognized the stoker as her own property.

(LETTER MARKED EXHIBIT NO. 5)

Q: Witness, I produce to you a statement concerning the hotel furnishings for which you are making a claim. Did you instruct me to prepare this statement for you and on the reverse side, at the end of the statement, is that your signature? A: Yes.

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

A: Yes.

MR. COBUS: I would ask leave to file the statement -- I am sorry, I still have the list of chattels.

Q: In your statement, witness, you make reference to a certain list of chattels, and I produce to you three typewritten pages listing certain items giving certain dates and values. Did you prepare this statement? A: Yes.

Q: And in the right-hand column you show certain values under the heading "Estimated Value."

Are those the values you place on them as a fair market value at the time of your evacuation? A: Yes.

MR. COBUS: I would ask leave, your honour, to file the statement and the list as one exhibit.

(STATEMENT AND LIST MARKED EXHIBIT NO. 6)

Q: Witness, will you tell me how you were able to prepare your list in such detail? For instance, how do you know whether, when you say "40 pillow slips purchased in 1937", let's say, there were at least 40 pillow slips purchased in '37; and how do you know that when you left you had at least 205 pillow slips?

A: Well, I made out the inventory myself before I left Vancouver.

Q: You had the list with you?

A: Yes.

Q: Did you itemize the articles in bulk or did you do it room by room? A: I did it room by room.

Q: Room by room. A: Yes.

Q: Did you provide anyone else with this list of goods? A: Yes, I gave it to the Custodian before I left Vancouver.

Q: I see. And did you make out a J.P. form before you were evacuated; do you recall that?

A: Yes.

MR. COBUS: I wonder if my learned friend would produce the J.P. form.

MR. McINNES: Yes.

MR. COBUS: Q: I produce to you a form, witness, known as a J.P. form which purports to be signed by M. Sasaki on the 29th day of April, 1942. Is that your signature? A: Yes.

Q: And under "Statement of Personal Property Owned" you describe your property as the "goodwill of the Hotel World at 396 Powell Street, Vancouver, furniture and fittings and all operational equipment of the above hotel contained in about 125 rooms. The declarant is at present negotiating the sale of this hotel as a going concern." That is your statement, is it, that was given at the time the J.P. form was made out?

A: Yes.

Q: Was it at this time that you delivered this minutely detailed inventory to the Custodian?

A: Yes.

Q: And was it --

MR. McINNES: I don't think there is very much that turns on that, your honour. I think it is pretty well generally conceded the list corresponds.

MR. COBUS: Well, if my friend will allow me to proceed I have a certain point to make.

MR. McINNES: I am trying to assist you, that is all.

MR. COBUS: I will file the J.P. form on behalf of the Crown.

(J.P. FORM MARKED EXHIBIT NO. 7)

MR. COBUS: Referring to the statement, your honour, which is Exhibit 6, it is a fairly lengthy statement and I would ask leave to read the state-

ment itself into the record.

THE COMMISSIONER: Well, the statement is filed. Why do you need to read that into the record?

MR. COBUS: Well --

THE COMMISSIONER: It is very, very clear and I don't think anyone will have any difficulty in understanding it.

MR. COBUS: All right, your honour.

THE COMMISSIONER: I don't think it is necessary to read it into the record.

MR. COBUS: Very well, your honour. My learned friend has had occasion to read the statement, so he is familiar with the contents of it.

MR. McINNES: You have filed that, haven't you?

MR. COBUS: Yes, that is Exhibit 6.

THE COMMISSIONER: Exhibit 6.

MR. COBUS: Yes.

Would my learned friend produce any tenders which were received for the chattels? I believe there is a letter on the Custodian's file. Perhaps the actual tenders themselves are not there, but there is a letter purporting to contain a list of the tenders which were received.

MR. McINNES: I am producing what purports to be, your honour, a copy of a letter from P.S. Ross and Sons to the Custodian dated November 27, 1942 showing five bids received with the amounts.

MR. COBUS: I ask leave, your honour, to file this.

THE COMMISSIONER: Those are bids for what?

MR. COBUS: These are bids received pursuant to a

notice of sale by public tender.

THE COMMISSIONER: For the furniture?

MR. COBUS: Yes, the furniture, your honour.

THE COMMISSIONER: Yes.

MR. COBUS: And I call attention to the fact that five bids were received, one from the Alberta Furniture Company, one from Russell and Company, one from LaSalle Recreations Limited, one from G. Dorigon, and one from Hudson Furniture Company. The last one, the Hudson Furniture Company, I believe was the actual bid received, or accepted.

MR. McINNES: That is the highest.

MR. COBUS: That is the highest one there, and I believe they were the purchasers.

MR. McINNES: I think that is correct.

(LETTER MARKED EXHIBIT NO. 8)

MR. COBUS: Q: Witness, do you know G. Dorigon?

A: No, I don't.

Q: You don't know Dorigon? A: No.

MR. COBUS: Your witness.

MR. McINNES: It will be submitted, your honour, that the chattels as set out in Exhibit 6 were sold for their fair market value. It will be submitted that the Iron Fireman was a fixture in the building and, in the alternative, that there was an allowance made to the claimant for the fair market value of that Iron Fireman.

Might I have Exhibit No. 1, please, and Exhibit 3?

CROSS EXAMINATION BY MR. McINNES:

Q: This chap Sasaki named in Exhibit 1 is your brother? A: He is my father.

Q: Your father, I beg your pardon. And when this agreement was assigned to you, as it purports to have been under Exhibit 3, I take it you did not pay any money for that; it was turned over to you? A: Yes, it was turned over to me.

Q: And you agree that the agreement was originally for $3000.00, of which $500.00 was paid at the time the agreement was entered into on the 19th of July, 1937? A: Yes, that is right.

Q: And from then on until the place was seized only $100.00 had been paid?

A: That is right.

Q: That is, in the period of five years only $100.00 had been paid on account? A: Yes.

Q: Although the agreement provides that $150.00 a month shall be paid, that is the term of the agreement. A: That is right.

Q: This Iron Fireman, was it installed by you or by your father? A: By my father.

Q: You were familiar with it, yourself?

A: Oh, yes.

Q: And it was attached to your furnace?

A: Yes.

Q: To the furnace in the building, I should say.

A: That is right.

MR. McINNES: That is all, thank you.

MR. COBUS: Your honour, I haven't read the statement with respect to chattels, but I think contained therein is an explanation of the reason why $100.00 was paid.

THE COMMISSIONER: I was going to ask that. Perhaps the witness could explain why it was.

MR. COBUS: Perhaps the witness could explain it.

RE-DIRECT EXAMINATION BY MR. COBUS:

Q: Witness, would you tell his honour why $100.00 was paid pursuant to the conditional sales agreement over that period of time?

A: Well, at the time of that agreement, my father and Mr. Sato had an agreement with Mr. Kodama, who was the representative of T. Tamura, and, as the furniture was all mostly old and they were all mostly 25 years old what we bought from them, and we bought the goodwill mostly at that price at that time, so Mr. Kodama made a suggestion that we replenish the furniture and then he wouldn't make any demand on the payment until we replenished the furniture. That was why we didn't have to pay the $150.00 monthly, but we always paid him $250.00 a month rent; we were never behind so he knew that we were putting in the furnishings and everything and we had the money in the bank and he knew how we were putting in the money for the furniture and everything so he never made any demands, neither Mr. Noritake nor Mr. Kodama made any demands

until the war started and they were sent back to Japan.

THE COMMISSIONER: I see.

MR. McINNES: I meant to clear that up

RE-CROSS EXAMINATION BY MR. McINNES:

Q: Your father and this other chap went back to Japan? A: Not my father, but Mr. Kodama, he is a representative for Mr. Tamura and Mr. Noritake, he went back.

Q: I see. When did your father and this other chap go?

A: My father is in Midway and Mr. Sato is in Ontario.

Q: What were the circumstances under which it was transferred to you, why was it transferred to you?

A: Well, Dad had to go to camp and I was of age. Before that, he though he would let it go until I came of age, before he assigned it to me. But I was mostly acting as assistant manager and bookkeeper for the hotel so I did most of the business myself.

MR. McINNES: I see.

MR. COBUS: One question, your honour.

Q: If you had had the opportunity to go to the coast at the time these goods were seized, would you have been able to have done anything in the way of completing a better deal than the Custodian, or the Custodian's agent, P.S. Ross and Sons?

A: Yes.

Q: You are quite certain you could have?

A: I am certain, yes.

Q: Did you ask for leave to go down to the coast?

A: Yes, I asked Mr. Eastwood to let me go down.

Q: Who is Mr. Eastwood?

A: I think he was the head of the B.C. Security Commission at that time.

MR. COBUS: Yes. I produce, your honour, a letter which I intended to produce earlier from the B.C. Security Commission, clearly in answer to a request from the claimant to be allowed to go to the coast to clear this matter up.

I should prove it, I suppose.

Q: Witness, I produce to you a letter from the British Columbia Security Commission, dated October 8th, 1942, addressed to Miss Mitsuye Sasaki, Greenwood, B.C., and signed by W.A. Eastwood. Was this letter received by you?

A: Yes.

MR. COBUS: In the second paragraph, your honour, it reads: "Please be advised that the Custodian is of the opinion that for the time being at least, there is no need for you to return to Vancouver. As a matter of fact the Custodian's office is quite confident that they will be able to handle this transaction quite satisfactorily."

I file that.

THE COMMISSIONER: That letter is from Mr. Eastwood?

MR. COBUS: From Mr. Eastwood, B.C. Security Commission.

(LETTER MARKED EXHIBIT NO. 9)

MR. COBUS: I have nothing more, your honour.

MR. McINNES: That is all.

THE COMMISSIONER: Thank you, that is all.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

G. Hambleton
Official Reporter

10

I hereby certify that the foregoing transcript purports to be an accurate record of the evidence adduced before me.

M.M. Colquhoun
Sub-Commissioner.

20

30

Mrs. H. Fujita,
Box 64,
R. R. #1,
Penticton, B. C.

Amended. Net Claim $1121.00 Mun. C. 312 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 6884

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

(1) NAME SASAKI (Print) Surname MITSUYE Given Name (RCMP) Reg. No. 01792

(2) Pre-Evacuation Address 396 POWELL STREET VANCOUVER B.C.

(3) Present Address MIDWAY B.C.

(4) REAL ESTATE

(a) Street Address (if any) 396 POWELL ST. VANCOUVER B.C.
City or Municipality, Province

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

NOTIFIED

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

(i) ~~Farm~~
(ii) ~~Residence~~ Type of business HOTEL
(iii) ~~Business~~
(iv) ~~Any other type of property~~ (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) SOLE OWNER

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - - - - - - - - - - - - $

(ii) Buildings - - - - - - - - - - - - - - - $

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $ 8500.00

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 8500.00

(v) Amount at which Custodian sold property and credited your account - - $ 1975.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 6525.00

(5) PERSONAL PROPERTY

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

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

(c) How stored or packed at time of evacuation

(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. _____ Estimated Value $_____
2. _____ Estimated Value $_____
3. _____ Estimated Value $_____
4. _____ Estimated Value $_____
5. _____ Estimated Value $_____
6. _____ Estimated Value $_____
7. _____ Estimated Value $_____
8. _____ Estimated Value $_____
9. _____ Estimated Value $_____
10. _____ Estimated Value $_____

TOTAL CLAIM FOR PROPERTY LOSS $_____

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) - $ 6525.50

(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 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.

Not declared

DOMINION OF CANADA)
of)
TO WIT:)

I, Mitsuye Sasaki of the TOWN

of Midway 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 TOWN)
of Midway)
in the PROVINCE of B. C.)
this 18th day of NOVEMBER.)
A.D. 1947.)

John Zuffluh. J. P.
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.

_____

_____

_____

_____

EXHIBIT No. 4 June 1948
DATE
FILED BY Crown

THIS AGREEMENT made this 19th day of July, in the year of our Lord one thousand nine hundred and thirty-seven.

BETWEEN:

TORU TAMURA, Merchant, of 213 Dunlevy Avenue, in the City of Vancouver, Province of British Columbia and also of Kobe, Japan, (hereinafter called "the Vendor")

OF THE ONE PART:

AND

SHINCHI SATO, Cleaner, of 210 Union Street, in the City of Vancouver, Province of British Columbia and ICHIJI SASAKI, Merchant of 358 East Cordova Street in the said City of Vancouver, (hereinafter called "the Purchasers")

OF THE OTHER PART:

W H E R E A S the Vendor is the owner of the furniture set out in the Schedule to this Agreement marked "A", which is presently situate in the premises known as the World Hotel, 396 Powell Street, in the City of Vancouver, Province of British Columbia and which is hereinafter called "the said furniture".

AND WHEREAS the Purchasers have agreed to purchase the said furniture from the Vendor on the terms and conditions and for the price hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The Vendor agrees to sell and the Purchasers agree to buy all the said furniture more particularly set forth in Schedule "A" to this Agreement.

2. The Purchasers agree to pay for the said furniture the sum of Three Thousand Dollars ($3,000.00) at the times and in the manner following: Five Hundred Dollars ($500.00) on the execution of this Agreement; One Hundred and Fifty Dollars ($150.00) on the 1st day of August, 1938; and One Hundred and Fifty Dollars ($150.00) on the 1st day of each and every month thereafter until the balance of the purchase price shall have been paid PROVIDED and it is understood and agreed that the

Purchasers may at any time within the above mentioned period pay the balance of the purchase money remaining due hereunder.

3. The sale hereby agreed upon is conditional upon the due payment by the Purchasers of the above mentioned sums at the times aforesaid; and the Purchasers agree that all titles and rights of property in the said furniture shall remain in the Vendor until fully paid for and the Purchasers will not remove any of the said furniture from the premises without the consent in writing of the Vendor.

4. The Purchasers may with the consent in writing of the Vendor sell or otherwise dispose of, freed and discharged from the lien hereof, any of the furniture referred to in Schedule "A" which is or has become worn or damaged or otherwise unsuitable for use by the Purchasers provided that other furniture of at least equal value shall be or shall have been substituted therefor and placed in the premises aforesaid subject to the lien of these presents and free from prior liens or charges, it being the intention of the Parties that all furniture purchased in substitution by the Purchasers under the provisions of this clause shall be deemed to be the property of the Vendor, until the full payment of the purchase price payable hereunder and wherever used in this Agreement the expression "the said furniture" shall be deemed to include all furniture purchased in substitution as aforesaid.

5. The said furniture shall at all times be at the risk of the Purchasers and all loss of or damage to the same or any part thereof shall be borne by the Purchasers, and no such loss or damage shall operate to extinguish or diminish any liability of the Purchasers hereunder, and the Purchasers agree to keep the said furniture in good condition and repair, reasonable wear and tear only excepted, and to insure and keep the same insured at their expense to its full insurable value, the loss if any payable to the Vendor as his interest may appear.

6. The Purchasers covenant that they will well and

truly pay or cause to be paid all of the said sums as and when they shall become due and in default of such payment of any of the said sums as and when the same shall become due the Vendor shall have the right forthwith to take possession of the said furniture and the Vendor may resell the same at any time in such manner and subject to such conditions as he may think fit. Any deficiency in price and all charges incurred by reason of such resale shall be paid by the Purchasers to the Vendor upon demand and in case of nonpayment shall be recoverable by the Vendor from the Purchasers as and for liquidated damages and the Vendor will have the right to retain all payments made by the Purchasers hereunder.

7. If the Purchasers shall fail to make any of the payments aforesaid as and when the same shall become due or shall without the consent in writing of the Vendor remove or sell or mortgage the said furniture or any part thereof or allow the same to be attached or taken in execution or if the Purchasers shall become bankrupt or insolvent or take the benefit of any act for insolvent debtors which may then be in force or make any assignment for the benefit of creditors or any compromise with their creditors the Vendor may thereupon forthwith enter upon the premises where the said furniture then may be and may seize, take possession of and remove the said furniture or any part thereof without any notice of demand and without being deemed guilty of any trespass or wrong and the Purchasers hereby waive any claim for damages by reason of such seizure or taking possession.

8. Upon payment of all the sums hereinbefore mentioned and the due performance of all covenants herein contained the said furniture shall become the absolute property of the Purchasers and the Vendor will release all claims and rights to the same.

9. It is hereby agreed that the covenants herein

contained on the part of the Purchasers shall be considered as being several as well as joint.

10. The Purchasers and each of them hereby acknowledge having received a copy of this Conditional Sale Agreement.

11. This Agreement shall be binding upon and enure to the benefit of the Parties hereto, their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF these presents have been executed by the Parties hereto the day and year first above written.

SIGNED SEALED AND DELIVERED by TORU TAMURA in the presence of:

T. Hara,
1823 8th Ave, East.,
Vancouver, B.C.

Toru Tamura
M.G. Kodama

SIGNED SEALED AND DELIVERED by SHINICHI SATO in the presence of:

T. Hara,
1823 8th Ave, East.,
Vancouver, B.C.

Shinichi Sato

SIGNED SEALED AND DELIVERED by ICHIJI SASAKI in the presence of:

T. Hara,
1823 8th Ave, East.,
Vancouver, B. C.

Ichiji Sasaki

EXHIBIT "A"

HOTEL WORLD

FURNITURE etc.

BEDS

14 Double Beds (Mahogany Finish)
4 " " (Ivory ")
21 " " (White ")
5 " " (Brass)
44

27 3/4 Beds (White)
35 Single Beds

SPRINGS

48 Double Size.
22 3/4 "
34 Single "

MATTRESS

47 Double Size.
21 3/4 "
34 Single "

127 Blankets
125 Quilts
170 Sheets
74 Spreads
130 Pillows
119 " Cases
148 Kitchen Chairs
2 Chairs
3 Arm Chairs
74 Tables
47 Bureaus (Mahog. Fin.)
"?" Chest of drawer
56 Medicine Cabinets.
48 Blinds
126 Curtains
11 Rugs (9x10, 9x12, 9x12, 8x12, 8x10, 2x5, 6x8, 4x12, 4x12, 8x10, 8x10)

1 Cash Register (National #595229)
1 Clock (New Haven Clock Co.)
1 Linoleum Carpet 8x10'.
1 Settee (Leather)
4 Japanese cushions.
40 Table covers.
130 Towels.
1 Sofa (2 cushions, 1 lost)
1 Sofa
2 Wash Stands
1 Hall Rack
45 Lamps 60 W
127 " 25 W
2 " 150 W
36 Lamp shades.

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

August 30, 1948. G Hyde

EXHIBIT No. 312 - 2
DATE 4 June 1948
FILED BY Crown

TO: Shinichi SATO, Registration No. 02852, Slocan, B. C.

and Ichiji SASAKI, Registration No. 07736, Greenwood, B. C.

and Miss Mitsuye SASAKI, Registration No. 01792, Greenwood, B. C.

P. S. ROSS & SONS to whom has been delegated by the Custodian under Order of December 19th, 1941 all power and duty conferred or imposed upon the Custodian by or under the Consolidated Regulations Respecting Trading with the Enemy (1939) with respect to the property of Toru Tamura, and herein acting pursuant to the said Order, and the said Custodian under and by virtue of the Consolidated Regulations Respecting Trading with the Enemy (1939) having been vested with all the right, title and interest of Toru Tamura in the goods and chattels hereinafter set forth, and on behalf of the said Toru Tamura hereby gives you notice in writing that under the powers reserved under Conditional Sale Agreement dated the 19th day of July, 1937, between Toru Tamura as Vendor, and Shinichi Sato and Ichiji Sasaki as Purchasers, has retaken possession of the hereinafter mentioned goods on the 25th day of October, 1942, pursuant to the condition in the said Agreement, and that the Custodian shall retain possession of the goods for twenty days within which the Purchaser may redeem the same by paying the balance of the purchase price.

AND FURTHER TAKE NOTICE that

(a) the description of the goods is as follows:

103	Tables - various types
6	Tables - small
6	Couches
108	Lino Floor covers
104	Dressers
35	Beds and Springs - Single
34	Mattresses - single
11	Beds and Springs - 3/4 and 4 Ft.
11	Mattresses - 3/4 and 4 ft.
54	Beds and Springs - Double
51	Mattresses - Double
183	Chairs - assorted
7	Rugs
48	Blinds
22	Medicine cabinets
143	Curtains - single
50	Curtains - side drape
149	Hand towels
90	Table covers

51	Dresser runners
128	Pillows
227	Pillow slips
292	Bed sheets
88	Blankets - double
72	Blankets - single
58	Comforters
119	Counterpanes
10	Gas stoves - two ring
1	Gas stove - three ring
1	Gas stove - four ring
40	Glass tumblers
51	Towel racks
40	Glass and wooden shelves
28	Waste paper cans
1	Cushion
1	Ash tray
5	Kitchen utensils - various lots
1	Bed frame
1	Large looking-glass
20	Cupboards and wardrobe
1	Ice box
1	Cash register
1	Bureau
5	Book shelves
1	Closet
1	Buffet cupboard
1	Gramaphone stand
1	Medical stand
1	Baby chair
1	Gas heater
1	Gas oven
1	Glass shelf and brackets
110	Curtain racks
	Carpets and brass fenders for five (5) flights of stairs
	Carpets for nine (9) hallways
9	Blinds - hallway windows
80	Rolls wall-paper
4	Large paper-hanging brushes
3	Flashlights
	Miscellaneous carpenter tools
6	Mattresses
4	Tables
4	Bed springs
7	Kitchen chairs
1	Mat

(b) an itemized statement of the price due is as follows: (there being no costs of taking or keeping possession) "P.S.R.S."

Balance due per renewal statement dated 30th July, 1940 $2,400.00 "F.F."

(c) payment of the balance of the price is hereby demanded on or before the 23rd day of November, 1942.

(d) unless the amount so stated is paid within the time mentioned the goods will be sold either at private sale or advertised and sold by public auction.

P. S. ROSS AND SONS, "P. S. Ross, Sons"
Duly appointed controllers of the affairs of Toru Tamura pursuant to Section 62 of the Consolidated Regulations Respecting Trading with the Enemy (1939)

DATED this 13th day of November, A.D. 1942.

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

August 30, 1948. M.W. [signature]

312 - 3
EXHIBIT No.
DATE 4 June 1948
FILED BY Crown

THIS ASSIGNMENT, made the 29th day of April, in the year of our Lord One-thousand-nine-hundred and forty-two:

BETWEEN:

SHINICHI SATO, Cleaner, of #210 Union Street, in the City of Vancouver, Province of British Columbia, and ICHIJI SASAKI, Rooming-house proprietor, of #396 Powell Street, in the City of Vancouver, British Columbia,

(Hereinafter called the "ASSIGNORS")

Of the One Part,

AND -

MITSUYE SASAKI, Clerk, of #396 Powell Street, in the City of Vancouver, Province of British Columbia,

(Hereinafter called the "ASSIGNEE")

Of the Other Part,

WHEREAS by a Conditional Bill of Sale dated the 19th day of July, A.D., 1937, and made between TORU TAMURA, merchant of #213 Dunlevy Avenue, in the City of Vancouver, Province of British Columbia, as Vendor and the Assignors herein as Purchasers therein, the said Vendor agreed to sell to the said Assignors, and the said Assignors agreed to purchase from the said Vendor rooming-house furniture, fixtures and equipment situate in the premises known as the "World Hotel" #396 Powell Street, in the City of Vancouver, Province of British Columbia, for the price of Three-thousand ($3000.00) Dollars, payable at the times and in the manner set forth in the said Conditional Bill of Sale and subject to all the conditions and covenants therein contained;

AND WHEREAS, the said Assignors have agreed to grant and assign the Conditional Bill of Sale and all their interest therein and in the rooming-house furniture, fixtures

and equipment described in the Schedule "A" of the said Conditional Bill of Sale unto the said Assignee;

AND WHEREAS, the said Assignee has agreed to assume the payment of the balance of the purchase price due and owing under the said Conditional Bill of Sale.

NOW THIS ASSIGNMENT WITNESSETH: that in consideration of the premises and of the sum of One Dollar ($1.00) of lawful money of Canada now paid by the Assignee to the Assignors (the receipt whereof is hereby acknowledged), they, the Assignors, have granted, bargained, sold, assigned, transferred and set over and by these presents do grant, bargain, sell, assign, transfer and set over unto the Assignee, her executors, administrators and assigns, forever, all the right, title, interest, claim and demand whatsoever, both at law and in equity of them the said Assignors, of, in and to the rooming-house furniture, fixtures and equipment described in the Schedule "A" to the right and interest of the said Assignors in or under the said Conditional Bill of Sale together with all benefits and advantages that can or may be derived therefrom, with full power and authority to the said Assignee, her executors, administrators and assigns, to use the names of the Assignors, their executors or administrators, to enforce the said Conditional Bill of Sale subject to the conditions contained therein and to the payment of the balance due and accruing due thereunder, which is to be assumed and paid by the Assignee; TO HAVE and to HOLD the same with all and every benefit that may or can be derived from the said rooming-house furniture, fixtures and equipment described in the Schedule "A" to the said Conditional Bill of Sale unto and to the use of the Assignee, her executors, administrators and assigns, forever, subject nevertheless to the terms of the aforesaid Conditional

Bill of Sale and the covenants and conditions therein contained and the payment of the balance of the purchase price due and owing thereunder.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED and DELIVERED by the above-named SHINICHI SATO and ICHIJI SASAKI, the Assignors in the presence of me Albert Henry Young of the City of Vancouver, British Columbia, Solicitor of the Supreme Court of British Columbia, the effect of this Assignment having been explained by me the said Albert Henry Young, in the Japanese language to the said Assignors.

"A. H. Young"

"S. Sato" "SEAL"

"I. Sasaki" "SEAL"

DOMINION OF CANADA:

Province of British Columbia,

TO-WIT:

I, ALBERT HENRY YOUNG, of #1009 Dominion Bank Building, in the City of Vancouver, in the Province of British Columbia, Make Oath and Say as follows:-

1. I was personally present and did see the annexed Assignment duly signed and executed by Shinichi Sato and Ichiji Sasaki, the parties thereto for the purposes named therein.

2. That the said Assignment was executed at the City of Vancouver, in the Province of British Columbia.

3. The name "A. H. Young" subscribed to the said Assignment as that of the witness attesting the due execution thereof is the proper handwriting of me, this deponent.

4. I am a Solicitor of the Supreme Court of British Columbia and I have an educated knowledge of and am thoroughly familiar with the Japanese language.

5. That before the execution of the said Assignment by the said Shinichi Sato and Ichiji Sasaki, I read over and thoroughly explained to them the contents, nature and effect thereof in the Japanese language and they appeared to fully understand the nature and effect of the said Assignment and voluntarily executed the same.

SWORN before me at the City of Vancouver, in the Province of British Columbia, this 29th day of April, A.D., 1942.

"Elizabeth W. Grant"

A COMMISSIONER for taking Affidavits within British Columbia.

"A. H. Young"

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

August 30, 1948.

DATED April 29th, A.D., 1942

SHINICHI SATO
and
ICHIJI SASAKI

- TO -

MITSUYE SASAKI

ASSIGNMENT

A. H. YOUNG
Barrister & Solicitor
1009 Dominion Bank Bldg.
VANCOUVER, B.C.

1

SASAKI, Mitsuye
(Claimant's Name)
(NOW FUJITO, Mitsuye)

PERSONAL CHATTELS

~~6558~~ 01792
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
AUTOMATIC COAL STOKER "IRON FIREMAN"	1937	NEW	$850.00	Very good	$750.00

EXHIBIT NO. 312-H
DATE 4th June 1948
FILLED BY Claimant

Description of Storage of Goods:

This stoker was left in the building known as "World Hotel" 396 Powell St., Vancouver, B.C.

This heating unit was installed with the permission of Mr Kadama, Mr. Tamura's representative. By letter dated 27 Oct 42

General Statement as to Chattels not Described above:

the Custodian informing me that P. S. Rose & Sons were willing to allow $900.00 credit on the then owing balance pursuant to a certain conditional Sale agreement. The Custodian finally credited me with $500.00 for the stoker. I believe that $750.00 is a fair estimate of the value of the heating unit when it was sold.

Additional Comments, if any:

M. Fujito
SIGNATURE
Mrs Mitsuye Sasaki

EXHIBIT No. 312 - 5

DATE 4 June 1948

FILED BY

Crown

6888
Enemy File No. 560

27th October, 1942.

Miss Mitsuye SASAKI,
Registration No. 01792,
Greenwood, B. C.

Dear Madam:

This will confirm our conversation on the telephone of October 26th during the course of which, following consultation with Messrs. P. S. Ross and Sons, we offered to you the following settlement in connection with your debt of $2,400.00 in favour of Toru Tamura.

We advised you that the total amount of your debt was $2,400.00, that Mr. Noritake, previous to leaving for Japan, authorized a credit of $300.00 on water bills, which would leave a balance of $2,100.00 still due From this sum of $2,100.00 there would be deducted $1,200.00 provided you agreed to sell all the chattels of the New World Hotel at that figure, and provided you were willing to sign relative bills of sale. This would leave a balance of $900.00 still due but Messrs. P. S. Ross and Sons authorize us to make an allowance to you of $900.00 on the automatic coal stoker which is affixed to the building, and to offer you a release in exchange for your agreeing to sign bill of sale.

Thereafter we advised you on the telephone that in the event that you were unwilling to accept the settlement outlined above, Messrs. P. S. Ross and Sons would find it necessary to advertise relative chattels for sale and then, after completing sale on behalf of Toru Tamura, they would be compelled to proceed against you for the balance thereafter remaining.

We took the liberty of pointing out to you the advisability of your accepting immediately the release settlement we conveyed to you and you agreed to advise us of your decision by telegram. We have just received your wire reading, "WILL NOT SELL", and we are advising Messrs. P.S.Ross and Sons accordingly.

We cannot conclude this letter without expressing our regret that you are unwilling to accept the settlement offered to you as the new owner of the building, as we told you yesterday, is demanding possession of the building and it will probably be necessary to have all the furniture removed forthwith. The removal of the furniture from the premises will, as you know, not enhance prospects of securing good offers.

Yours truly,

R. P. Alexander
Manager

RPA:LF

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

August 30, 1948.

Sasaki, Mitsuye (now Mrs. Fujita) Reg# 01797

Personal Property

EXHIBIT No. 317-6
DATE FILED BY Claimant 4 June 1948

The items for which this claim is submitted are listed on the three pages attached hereto.

All chattels claimed for were left in the World Hotel, 396 Powell St., Vancouver, B. C.

The articles listed herein for which I am claiming are articles purchased between 1937 and 1941.

After the acquisition of the World Hotel business by Shinichi Sato and Seiji Sasaki my predecessors in title such articles were purchased in substitution for goods and chattels acquired under an agreement. Much of the old furnishings were abandoned. These new goods were part of the inventory taken by P.S. Ross & Sons. A comparison of the inventory attached to the agreement and that taken by P.S. Ross & Sons indicates that many of furnishings had been replenished though such comparison cannot reflect exactly replenished goods.

The quantity of articles for which I am claiming are underestimated and many minor items have been excluded entirely. In addition I have allowed an average depreciation of 30% before arriving at an estimated value on all the articles listed.

At the time the Conditional Sales Agreement was entered into it was understood by the parties thereto that no demand would be made for monthly payments as long as substitutional purchases were being made. No demand for payment was ever made by the vendor or either of his representatives, Mr. Kagama and Mr. Moritake. As a matter of fact after the $500.00 payment was made on execution of the agreement only one payment of $100.00 was made pursuant to the written agreement and no demand was made by the vendor as P.S. Ross & Sons and the Custodian seemed to have complete control at the time of giving notice demanding payment it appeared to be futile to explain this arrangement to them.

The consideration $2000.00 on the agreement was more for goodwill than for goods which were largely of poor quality and it was for this reason the arrangement mentioned above was agreed upon.

From the date of the agreement until April 29, 1942, I acted as bookkeeper and assistant manager of the World Hotel. On April 29, 1942 the purchasers assigned their interests to me.

Just before we were evacuated in May, 1942, we received an offer of $8000.00 for the business as a going concern which offer was withdrawn when it became apparent no lease could be had of the premises under the encumbrances as they then were.

Mrs. H. Tuyll

(1)

Description of Items	Date Purchase	Price Paid	Est. Value
Dresser Runners			
10	1938	3.50	
15	1939	5.30	10.00
22	1940	8.00	
4	1941	2.10	
Pillows			
6	1937	6.00	
10	1938	12.50	27.00
12	1939	15.00	~~24.~~
12	1941	15.00	
Pillow Slips			
40	1937	10.00	
25	1938	6.25	
30	1939	7.50	27.50
60	1940	15.00	
50	1941	12.50	
Sheets			
50	1937	50.00	
50	1938	50.00	
40	1939	40.00	165.00
65	1940	65.00	
60	1941	60.00	
Blankets			
10	1938	50.00	
15	1939	75.00	137.50
15	1940	75.00	
Comforters			
7	1938	35.00	
8	1939	48.00	77.00
5	1940	27.00	
2	1941	10.00	
Counterpanes			
12	1938	21.00	
12	1939	24.00	66.00
20	1940	45.00	
10	1941	23.00	
Gas Stoves			
11	1939	30.00	22.00
1	1938	52.00	53.00
Glass Tumblers			
40	1937	2.00	2.00
Towel ~~Racks~~ Racks 51	1938	7.65	no claim
Glass Shelves			
21	1938	7.35	
			567.00

(2)

Description of Items	Date Purchase	Price Paid	Est. Value
Tables			
21	1937	$45.00	
15	1938	34.00	110.00
11	1939	24.00	
17	1940	35.00	
Couches			
1	1939	12.00	16.50
2	1940	14.00	
Linoleum			
24	1937	144.00	
27	1938	121.50	495.00
36	1939	432.00	
19	1939	112.00	
Dressers			
18	1937	297.00	605.00
17	1938	104.00	
36	1941	324.00	
Beds			
4 single, springs mattresses	1941	52.00	
11 4-ft., 3/4, Springs, mattresses	1939	165.00	
6 double, springs mattresses	1939	150.00	550.00
12 double, springs mattresses	1938	180.00	
16 double, springs mattresses	1939	195.00	
Mattresses			
30	1939	90.00	66.00
7	1939	50.00	
Chairs			
35	1938	78.00	
26	1939	48.00	99.00
22	1940	37.00	
Blinds			
12	1938	36.00	
14	1939	42.00	77.00
20	1940	60.00	
Curtains			
64	1937	65.00	
52	1939	55.00	88.00
35	1940	37.00	
50	1940	25.00	
Towels			
45	1940	9.00	10.00
60	1941	12.00	
Table Covers			
15	1937	7.50	
22	1938	11.00	
30	1939	15.00	23.00
12	1940	6.00	
			2139.50

(3)

Description of Items	Date Purchase	Price Paid	Est. Value
Waste Cans 28	1938	7.00	3.50
Wardrobes 2	1939	30.00	22.00
Ice Box 1	1940	5.00	2.00
1 Buffet Cupboard	1938	15.00	8.00
Cupboards 2	1939	10.00	8.00
Curtain Racks 110	1937	16.50	22.00
Brass Fenders	1939	65.00	
Blinds-Hallway 9	1938	9.00	4.50
Wallpapers 80 rolls	1941	40.00	34.00
Electric Globes 225		33.75	25.00
Brushes			
Paper Hangings 4	1940	12.00	8.00
		P_3	139.50
		P_2	2139.50
		P_1	567.00
		Total	2846.00

"Enemy property Inventory in duplicate handed to Mr. Read by G.G.S.. Dealt with by Mr. Read. Filed by request of Miss Carroll."

FORM "JP"

EXHIBIT No. 312 - 7
FILE No.
DATE 4 June 1948
FILED BY Crown

BUREAU POWELL STREET

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: SASAKI, Mitsuye

HOME ADDRESS: 396 Powell St., Vancouver, B. C.

REGISTRATION NUMBER 01792 SEX: Female AGE: 22

OCCUPATION: ~~None~~ Bookkeeper

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: None

MARRIED? No

NAME OF WIFE OR HUSBAND: None

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: - -

AGE OF CHILDREN: - -

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

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS: None

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

4. TAXES (Amount and where payable) None

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

6. OCCUPANCY AND LEASES (If vacant so state) None

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: None

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

9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 396 Powell St., Vancouver, N.C. 3 floors in business bldg., hotel.

2. LANDLORD'S NAME AND ADDRESS: Mr. T. Tamura, Japan

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: $250.00 per month, paid to date, lease expiring Aug. 1st. 1942

4. STATE WHEREABOUTS OF LEASE: Copy in owner's possession.

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

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

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Goodwill of the Hotel World @ 396 Powell St., Vancouver, B. C.
Furniture & Fittings and all operational equipment of the above Hotel contained in about 125 rooms.
The declarant is at present negotiating the sale of this Hotel as a going concern.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

FORM "JP

FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: $2000.00 Bell Irving Ins. Agency, Vancouver, B.C. Prem. $35.40 for 3 yrs. expiring Dec. 1944. Other details unknown. Policy at home.

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) $100.00 Victory Bond 1941 issue, in owner's possession.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: $2400.00 to Mr. T. Tamura, Japan. Representing balance of original purchase price of the Hotel World.

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 29th day of April 1942

(Signature) "M. Sasaki"

"Geo. F. Arab"
Witness

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

FOR DEPARTMENTAL USE

"I.C.B."

August 31, 1948.

EXHIBIT No. 312 - 8
DATE 4 June 1948
FILED BY Crown

P. S. ROSS & SONS
Chartered Accountants

Royal Bank Building,
Vancouver, B. C.
27th November, 1942.

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

Attention Mr. Edgar T. Read

Dear Sir: Re: Furnishings in Tamura Building
and I.Sasaki et al

The furnishings contained in the hotel section of the Tamura Building were offered for sale by public tender pursuant to the pwoer of sale contained in the Condition Sale Agreement between Toru Tamura and Shinichi Sato and Ichiji Sasaki.

The closing time for bids on these furnishings was Noon on the 26th instant. The bids were opened at 12/30 P.M. on the 26th instant in the presence of Messrs. Wright and Read and our Mr. Field. The following is a list of the bids received:

Alberta Furniture Company	$1,375.00
Russel and Company	1,325.00
LaSalle Recreations Limited	600.00
G. Dorigon	1,100.00
Hudson Furniture Company	2,100.00

We recommend the acceptance of the offer or the Hudson Furniture Company.

We would like to have your approval as soon as possible in order that we may arrange for the tenderer to complete his purchase and remove the furniture from its present location, as we no longer have control of this property.

Yours faithfully

"P.S. Ross & Sons"

COPY - original on Enemy File 560

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

August 31, 1948.

Telephone PAcific 7531

BRITISH COLUMBIA SECURITY COMMISSION

MARINE BUILDING
VANCOUVER, B.C.

October 8th, 1942.

EXHIBIT No. 312-9
DATE 4 June 1948
FILLED BY Clement

Miss Mitsuye Sasaki,
Serial # 01792,
GREENWOOD, B.C.

Dear Madam:

1. In acknowledgment of your letter of September 25th in which you ask for permission to return to Vancouver for three or four days in order to complete a business transaction concerning the New World Hotel, 396 Powell Street.

2. Please be advised that the Custodian is of the opinion that for the time being at least, there is no need for you to return to Vancouver. As a matter of fact the Custodian's office is quite confident that they will be able to handle this transaction quite satisfactorily. No doubt you will be advised by Mr. Field of the progress made in this matter.

Yours very truly,

W.A. Eastwood,
General Manager,
B.C. Security Commission.

WAE/DR

May 7th 1948.

The Custodian,
Department of Secretary of State,
675 W. Hastings St.,
Vancouver, B.C.

Attention of Mr.Russell

Dear Mr.Russell,

Re claim of Mitsuye Sasaki (01792)
Your file 6888.

With regard to your letter of May 6th,- The only transfer of this case of which we have record is from Grand Forks to Nelson, in response to written requests from the Japanese Canadian Citizen Association Feb.16th and from Mr.McMaster's office Feb.20th.

We presume that the Commissioner's copy of the claim is with the Sub-Commission Secretary at Nelson, but we have not been supplied with a list. We are asking him to forward the claim to Grand Forks Sub-Commission.

Yours truly,

VW.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE NO.

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

May 6, 1948

Miss V. White,
Japanese Claims Commission,
Room 125,
Court House,
Vancouver, B.C.

Dear Miss White:

The case of Mitsuye SASAKI, Registration No. 01792, Our File 6888, has been transferred and re-transferred recently to Vernon as the claimant had moved to Kelowna. I accordingly sent the file to Vernon for hearing but now have a letter copied herewith.

Presumably, therefore, the case should be again set for Grand Forks. It was originally on the Commissioner's list but was set over the Sub-Commissioner's hearings.

Yours very truly,

P. H. Russell.

PHR/mw
Enc.

DONALD S.McTAVISH
Barrister and Solicitor
Notary Public

P.O. Box 188,
Salmon Arm,
British Columbia

May 4th, 1948.

P.H. Russell, Esq.,
Office of the Custodian,
506 Royal Bank Building,
VANCOUVER, B.C.

Dear Mr. Russell:

Re: Mitsuye Sasaki - Your File No. 6888.

I am returning herewith the master file and claim file in the above matter. McMaster checked with Miss Sasaki and found that she had not requested that the case be transferred from Grand Forks to Vernon and wishes it to be heard at Grand Forks as originally scheduled.

Yours very truly,

"Donald S.McTavish".

Donald S. McTavish.

DSMcT/mm
Encls.

C
O
P
Y

P.S. to Letter to Mr. Watson Feb. 20/45

P.S. Re Miss Mitsuye Sasaki - claim to be transferred to Nelson list as per letter today's date.
Will you either let me know the new date or let the British Columbia Japanese Canadian Citizen Association at Greenwood and Mr.McMaster know thedate. as they are asking for this.

February 21st 1948.

Messrs.Campbell,Brazier,Fisher & McMaster,
Barristers and Solicitors,
675 W. Hastings St.,
Vancouver, B.C.

Attention: Miss Murdoch

Dear Sirs,

Re Miss Mitsuye Sasaki, Midway B.C.

Your letter of the 20th inst. received. We have written to Mr.Watson, the Secretary of the Commission, at Vernon presently, regarding the request of Miss Sasaki, and no doubt her claim will be put on the list for hearing at Nelson, as requested. We are not able to advise you of the new date for hearing at this time.

Yours truly,

VW.

TELEPHONE PACIFIC 9164

Campbell, Brazier, Fisher & McMaster

Barristers and Solicitors

A. T. R. CAMPBELL
C. W. BRAZIER
A. W. FISHER
R. J. McMASTER
A. J. F. JOHNSON

ROYAL BANK BUILDING
675 WEST HASTINGS STREET
VANCOUVER, B.C.

OUR FILE No.

February 20th, 1948.

Office of the Commissioner,
Japanese Property Losses,
Court House,
Vancouver, B. C.

Attention: Miss White.

Dear Sirs:

Re: Miss Mitsuye Sasaki, Midway, B.C.

We enclose a copy of a letter which we have received from the Japanese Canadian Citizen Association relative to the hearing of the above claim at Nelson instead of Grand Forks. Would you kindly advise us if it is possible to accede to her request and the date of the hearing.

Yours truly,
CAMPBELL BRAZIER FISHER & McMASTER

Per: M. M.

MM
encl.

British Columbia

JAPANESE CANADIAN CITIZEN ASSOCIATION

Greenwood, B. C.

February 16, 1948.

COPY

Mr. R. J. McMaster
675 West Hastings St.,
Vancouver, B. C.

Dear Sir:

Re: Claims Hearings of Miss Mitsuye Sasaki
Midway, B. C.

Prior to her departure for a trip, the above claimant had requested us to write you that she wishes her hearing to be taken up at Nelson, B. C.

She feels certain that she will not be able to return in time for her hearing set for March 4, at Grand Forks, B. C.

We will appreciate it very much if this could be arranged.

Yours truly,

BC JCCA

"K. Sano"

K. Sano, Secretary.

February 20th 1948.

British Columbia Japanese Canadian
Citizen Association,
Greenwood, B.C.

Dear Sirs,

Re Miss Mitsuye Sasaki - Midway B.C.

We have forwarded your request of February 16th to the Secretary of the Commission presently at Vernon B.C. and no doubt the hearing of Miss Sasaki's claim will be transferred to the Nelson list as requested. We cannot, however, give you the exact date at this time.

Yours truly,

VW.

President..... Secretary.....

British Columbia

Japanese Canadian Citizen Association

Greenwood, B.C.

February 16, 1948

Japanese Claims Dept.
Custodian's Office
Royal Bank Building
Vancouver, B.C.

Dear Sir:

We have been requested by Miss Mitsuye Sasaki of Midway, B.C. to ask you whether her claims may be heard at Nelson, B.C. although it is scheduled to be heard on March 4th at Grand Forks.

Hoping that her request will be granted, we are

Yours truly,
BC JCCA

K. Kano, Secretary.