Name of Claimant KAZUTA, Kiyoso Case 334

Custodian File 11007

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	
75.00	18.75							18.75

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	
85.00	46.00	13.80	54.11%	162.50	87.92	525.00	63.00	164.72

TOTAL RECOMMENDATION	183.47

CASE NO:334

JAPANESE PROPERTY CLAIMS COMMISSION

Grand Forks, B.C.

June 8, 1948

IN THE MATTER OF THE CLAIM OF

KIYOSO KAZUTA

PROCEEDINGS AT HEARING

Original

CASE NO: 334

IN THE MATTER OF THE "INQUIRIES ACT"

PART I, 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 8, 1948

IN THE MATTER OF THE CLAIM OF

KIYOSO KAZUTA

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 Kiyoso Kazuta, No. 24 on the Secretary's list. That will be Case No. 334.

THE SECRETARY: Yes, Case 334.

KIYOSO KAZUTA, the Claimant herein, being first duly sworn, testified through the official interpreter as follows:

THE COMMISSIONER: Do you speak English, witness?

THE WITNESS: A little bit.

MR. COBUS: I would ask leave, your honour, to amend the claim under 4 (e) which was originally shown as $1950.00.

THE COMMISSIONER: How much?

MR. COBUS: It was originally $1950.00, and it is now amended to read $932.00 and covers fixtures only.

MR. McINNES: 4 (e) (iii) is now?

MR. COBUS: Is now $932.00, and it is for fixtures only. We show $525.00 credit to the Custodian, leaving a net claim for fixtures of $407.00. With respect to the personal property which is the subject of the claim, item 1 is a little confusing, it originally read "six draws drawer lost," and that is a six drawer chest with contents.

MR. McINNES: That is what I was wondering. It should be a six drawer chest?

MR. COBUS: Yes, that is what it should be, a six drawer chest with contents, and the value re-

mains at $162.50. The Chrysler coupe, $200.00, remains the same, and the six months unexpired licence, item No. 3, is abandoned. The combination radio remains at $85.00. The total of the three items is now $447.50. The credit to the Custodian is $75.00 for the car and $46.00 for the radio, a total credit of $121.00.

THE COMMISSIONER: Leaving a net claim of $326.50.

MR. COBUS: $326.50.

THE COMMISSIONER: Amendment allowed.

MR. McINNES: Mr. Cobus, I am sorry, but I didn't get what you are claiming for the six drawer chest and contents.

MR. COBUS: It remains at $162.50.

MR. McINNES: Thank you.

DIRECT EXAMINATION BY MR. COBUS:

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

THE WITNESS: A: Yes.

Q: And in your statement you make reference to a list. I am producing to you a list. Is this the list of store fixtures which is the subject matter of the claim? A: Yes.

Q: And the estimated value that you have indicated here, item by item, is your opinion of the fair market value of those items?

A: Yes.

Q: And it totals $932.00? A: Yes.

Q: Are the contents of the statement and the list true to the best of your knowledge and recollection? A: Yes.

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

(STATEMENT AND LIST MARKED EXHIBIT NO. 1)

MR. COBUS: I don't have an extra copy of the statement, your honour, but the statement is self-explanatory. It gives the history of the purchase of the original business which this man owned, and traces the movement of the goods through various hands, and I don't propose to read it into the record.

Q: Witness, I produce to you a conditional bill of sale which is signed by you. A: Yes.

Q: That is your signature? A: Yes.

Q: And this represents the sale of certain store fixtures to one Amy Oki, is that correct?

A: Yes.

Q: And it was sold under this conditional sales agreement in October of 1940 for the sum of $1450 -- or $1451.00, is that correct?

A: Yes.

Q: That is correct, is it? A: Yes.

MR. McINNES: Are you putting this in as an exhibit?

MR. COBUS: Yes. I am filing the conditional sales agreement, your honour, as the next exhibit.

(AGREEMENT MARKED EXHIBIT NO. 2)

Q: I produce to you now an indenture, a bill of sale

between Chin Lin and Kiyoso George Kazuta and Morito Haramoto dated the 30th of August, 1935 and signed and sealed by Chin Lin. This, I take it, is the agreement under which you purchased the business of the English Bay Produce Company in the City of Vancouver from Chin Lin, is that correct? A: Yes.

Q: And the consideration for the business, which includes "goods chattels and personal property described and enumerated in the schedule hereto annexed together with the goodwill of the Produce and Grocery business of the Grantor carried on at 1200 Denman Street in the said City of Vancouver and also the right to the Grantees to use the trade name of English Bay Produce Company in the City of Vancouver,British Columbia," is shown as $3.174.81?

A: I paid the cash.

Q: And it was purchased by you and Morito Haramoto?

A: Yes.

Q: And I produce to you a document dated the 28th of February, 1937 at Vancouver, B.C. and apparently signed by M. Haramoto. Is that M. Haramoto's signature? A: Yes, it is his signature.

Q: And by this document he withdrew from the business? A: Yes.

Q: And that was in 1937? A: Yes, all his right.

MR. COBUS: I would ask to file the bill of sale and

the release as one exhibit.

(AGREEMENT AND RELEASE MARKED EXHIBIT NO. 3)

Q: Now, witness, I produce to you a statement concerning the personal chattels for which you are making a claim. Did you instruct Me to prepare this statement for you and is that your signature?

A: Yes, that is my signature.

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 personal chattels statement as the next exhibit, your honour.

(STATEMENT MARKED EXHIBIT NO. 4)

Q: In your list of items for which you are making claim, the first item under "Description of Major Items" refers to a chest of drawers (6 drawers) with contents as per attached list.

A: Yes.

Q: I produce to you a list. A: That is the list.

Q: This is the list of the contents of the six drawers? A: Six drawers, yes.

MR. McINNES: That is the second list, is it?

MR. COBUS: Yes. I would ask leave to file the list with the statement already filed as an exhibit.

The witness in his statement which has just been filed respecting personal chattels says that the Chrysler and the radio were turned over to the R.C.M.P. on March 10, 1942 and March 6, 1942 respectively. The chest of drawers was stored at the B.C. Purchasers Warehouse at 573 Hastings

East, Vancouver on or about October, 1942. The witness says that the Custodian was supplied with a list of his chattels left at the above mentioned warehouse. He is informed that the warehouse was broken and entered and ransacked. In his J.P. form he told the Custodian where he was storing his belongings. He was further informed that it was not until August, 1943, that the Custodian took any steps to see what was stored there.

Q: When you say "to see what was stored there" witness, you mean the warehouse at 573 Hastings East, Vancouver? A: I beg your pardon?

Q: I say, you say in your statement "I am further informed that it was not until August, 1943, that the Custodian took any steps to see what was stored there." "There" refers to 573 East Hastings, is that correct? A: Yes.

MR. COBUS: Would my learned friend produce the appraisal on the Chrysler coupe and radio, and at the same time, might I have the R.C.M.P. receipt on the radio and Chrysler coupe.

MR. McINNES: I don't seem to have the original appraisals, I just have memorandums of them, but the car was appraised at $75.00 and the radio at $65.00.

MR. COBUS: That is according to an inter-office memorandum.

MR. McINNES: That is correct, that is all I have.

MR. COBUS: My learned friend might undertake to

produce such appraisals before the hearings in Vancouver.

MR. McINNES: I am going to put these in at the moment for whatever they may be worth.

THE COMMISSIONER: And you undertake to furnish the others if you can find them?

MR. McINNES: Yes.

(APPRAISALS MARKED EXHIBIT NO. 5)

MR. McINNES: I don't appear to have that receipt from the R.C.M.P., your honour.

MR. COBUS: Q: Witness, do you happen to have in your possession any receipts with respect to the Chrysler coupe or radio that you got when you turned those in to the Mounties?

A: Yes.

Q: Do you have them with you now? A: I think so.

MR. McINNES: I am prepared to admit that they did have them.

MR. COBUS: Yes. Witness, you needn't bother, then, as longs as that question won't arise again.

THE WITNESS: Those are the ones; here's the automobile.

MR. COBUS: Well, we won't require them, you keep them.

THE WITNESS: All right.

MR. COBUS: Q: Witness, I produce to you a sales slip which you produced to me from the Asahi Garage in Vancouver, B.C. bearing the date August 28th, 1941, and it is made out to Mr.

Kazuta, Canada Daily News, and is apparently a sales slip covering two tires, two four-ply tires, and two tubes, total $26.40. A: Yes.

Q: Were those tires on the Chrysler when you turned it over to the Mounties?

A: Yes, on the Chrysler.

Q: They were being used, were they? A: Yes, you see, they take it altogether.

Q: They weren't used very long? A: Not very long, about, oh, four months since I got them, I believe.

Q: And at the same time you got the usual one year's guarantee? A: Yes, a guarantee.

Q: On each tire, is that correct?

A: Yes, each tire.

MR. COBUS: I would ask leave to file those.

MR. McINNES: What are those, tire guarantees?

MR. COBUS: Yes, tire guarantees and the sales slips.

(SALES SLIPS MARKED EXHIBIT NO. 6)

MR. COBUS: Would my learned friend produce the appraisal on the store fixtures by Thompson and Company.

MR. McINNES: I am producing, your honour, an appraisal on the stationery of Thompson and Company dated the 23rd of November, 1944, purporting to be an appraisal of the fixtures claimed, $539.50.

MR. COBUS: I file it on behalf of the Crown.

(APPRAISAL MARKED EXHIBIT NO. 7)

MR. COBUS: Your witness.

MR. McKNNES: It will be submitted, your honour, with reference to the various items as follows:

With respect to the chest of drawers and contents, that these were stored, as stated in the claim, at 573 Hastings East, which is a building operated by the Japanese, and that this building was locked and was eventually opened by the Custodian in the presence of this claimant's solicitor among other people, at which time it was found that the building had been burglarized and a great deal of the contents of the building had been stolen and things were in such disorder it was impossible to determine who owned the various articles. That will be the evidence adduced in the defence.

With regard to the Chrysler coupe, it will be contended and submitted that this Chrysler coupe was sold for its fair market value or, in the alternative, for the ceiling price.

THE COMMISSIONER: I thought that the $75.00 just covered the tires.

MR. McINNES: I beg your pardon, your honour?

THE COMMISSIONER: My impression was that was a very low figure.

MR. McINNES: I can only go by what the file says, your honour; it was sold for its fair market value or alternatively for its ceiling price.

With respect to the radio, the same would apply. The appraisal on the radio was $65.00, there were apparently no bids, no tenders, and

it was auctioned off and brought $46.00.

With respect to the store fixtures, it will be submitted that this sale of the store fixtures was consummated at the sum of $525.00 with the consent of this claimant.

I would ask my friend, to save me the necessity of cross-examining, to admit that Messrs. Norris and McLennan, solicitors at Vancouver, were at all times material the solicitors for this claimant.

MR. COBUS: That is conceded, your honour.

MR. McINNES: And I would ask, therefore, to submit a letter dated the 12th of October, 1944, from Norris and McLennan to the Custodian which I would like to file as Exhibit 8.

(LETTER MARKED EXHIBIT NO. 8)

MR. McINNES: And a further letter from the same solicitors, Norris and McLennan, to the Custodian dated November 25, 1944. I would like to file that as Exhibit 9.

(LETTER MARKED EXHIBIT NO. 9)

MR. McINNES: I might say, the point of these letters, your honour, is simply this: that Norris and McLennan wished to sell these fixtures, in the first letter, for $450.00. The Custodian objected to that on the basis of the appraisal made by Thompson and Company, and they said they would be willing to sell the fixtures for $525.00 and Norris and McLennan then consented to the sale at the increased price of $525.00 and in-

structed the Custodian to execute the bill of sale on behalf of this claimant.

MR. COBUS: Would my learned friend admit that the bill of sale, however, which actually transferred the property was a bill of sale executed by the Custodian?

MR. McINNES: Well, I will check that, Mr. Cobus. I think that is correct. Undoubtedly the Custodian signed the bill of sale, and I would say, in view of Exhibit 9, that it was done under the instructions of this claimant.

THE COMMISSIONER: You put these in as one exhibit.

MR. McINNES: I put them in separately, your honour.

THE COMMISSIONER: Yes, that is right.

MR. COBUS: Your honour, with respect to the letters that have been filed bearing the name of the firm Norris and McLennan, there is no proof, of course, that those are the letters of Norris and McLennan as yet. I mean, I admit that Norris and McLennan were the solicitors.

MR. McINNES: That is all.

MR. COBUS: Your honour, the claimant has called one matter to my attention which I had noted but had overlooked. I think my friend will admit the question of the net proceeds from the sale of the automobile and the radio; that the net proceeds received by the claimant from the sale of the radio was $46.00.

MR. McINNES: I will just read the memorandum I have; in fact, I will file it if that is what you would

like.

MR. COBUS: Well, there is no necessity of making the exhibits any greater than necessary.

MR. McINNES: All right. There is an auction sheet dated the 23rd of March, 1944, showing that a radio and speaker was sold for $10.00; a Stromberg Carlson console, which is a radio, was sold for $46.00; a bed and spring for $5.00; a chesterfield for $22.00, making a total of $83.00. Their deductions from that: storage, $2.00; auctioneer fee, $8.30; advertising, $1.97; moving, $2.17; total deductions, $14.44; net to the claimant $68.56.

MR. COBUS: Yes, your honour, and I would like to indicate that $46.00 is more than half of $83.00 which was the gross sale price, therefore the administrative costs for the sale of a $46.00 radio would run roughly $7.94.

With respect to the automobile, it sold for $75.00, and according to a letter received by the claimant from the Custodian's office, administrative expenses are $27.23, and that netted the claimant for his Chrysler automobile with two new tires $47.77. I think my learned friend will admit that that is correct.

MR. McINNES: Yes, that is quite correct. It is obviously a letter he has from the Custodian.

THE COMMISSIONER: Yes.

MR. COBUS: I have no further questions, your honour.

MR. McINNES: That is all, thank you.

THE COMMISSIONER: That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hambleton
G. Hambleton
Official Reporter

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

M.M. Colquhoun
M.M. Colquhoun
Sub-Commissioner

Amended 8/6/48 pmc

Fixtures $407.00 nett claim

Other chattels $326.50 nett Claim.

DEC 16 1947

334

11007

FORM FOR CO-OPERATIVE COMMITTEE

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

This form containing the same material as the form to be sent to the Custodian's office is to be sent to either your National Japanese Canadian Citizens Association provincial chapter organization or the regional Co-operating Committee as listed.

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

4 forms

(1) NAME KAZUTA (Print) Surname KIYOSO Given Name (RCMP) Reg. No. 09387

(2) Pre-Evacuation Address 416 Cordova St., E., Vancouver, B.C.

ACKNOWLEDGED

(3) Present Address Brookmere, B.C.

(4) REAL ESTATE

(a) Street Address (if any) 1200 Denman Street, Vancouver, B.C.
City or Municipality, Province

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

Part of Lot Fourteen (14), Block Sixty-two (62),
District Lot One Hundred and Eighty-five (185).

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

(i) ~~Farm~~
(ii) ~~Residence~~ Type of business Grocery
(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 of business and tenant

(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 - - - - - - - - - - - - - - - - $ 1950.00
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 1950
(v) Amount at which Custodian sold property and credited your account - - $ 525.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 1425.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
573 Hastings St., E., Vancouver, B.C.
(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
B.C. Pur. Association's warehouse. (Brick building)
(c) How stored or packed at time of evacuation 6 draws drawer & every drawer was locked. Drawer made with Japanese Kiri. (A kind of catalpa)

(over)

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(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") Custodian care

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

1.	6 draws drawer ~~lost~~ Chest. Mun C.	Estimated Value $162.50
2.	Chrysler coupe. sold $75.00 less $27.23	Estimated Value $200.00(rec'd 47.77
3.	" " licence 6 months refund	Estimated Value $10.00
4.	Combination radio. sold $46.00 less $8.00	Estimated Value $85.00(rec'd 38.00)
5.	Personal property included in item 4(c)	Estimated Value $
6.		Estimated Value $
7.		Estimated Value $
8.		Estimated Value $
9.		Estimated Value $
10.		Estimated Value $

PERSONAL

TOTAL CLAIM FOR PROPERTY LOSS $457.50 less 85.77 bal. 371.73

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) - $1796.73

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

(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 British)
Columbia TO WIT:)

I, KIYOSO KAZUTA of the ~~x~~ Brookmere
of 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 Vancouver)
in the Province of British Columbia)
this 6th day of December)
A.D. 1947.)

K Kazuta

A Commissioner &c.

A Commissioner for taking affidavits within British Columbia

KAZUTA, Kiyoso
(Claimant's Name)

PERSONAL CHATTELS

09387
Reg. No.

Store fixtures

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
See list attached hereto.					937.00

EXHIBIT No. 334-1
DATE 8 June 1948
FILLED BY Claimant

Description of Storage of Goods:
The store fixtures were left in the store premises at 1700 Seaman St. Vancouver B. C. under a hire purchase agreement entered into between one Frank Lee and my solicitor who held my power-of-attorney.

General Statement as to Chattels not Described above:
In 1925 I and Maika Haramoto purchased the English Bay Produce Co. business for $1,745.81 which was paid for certain store fixtures, and for goodwill. In 1937 Mr. Haramoto withdrew from the business. During the years 1937 and 1938 I expended not less than $950.00 for additional equipment.

Additional Comments, if any:
In 1940 I entered into a Conditional Sales agreement with Amy Oki wherein I agreed to sell my store fixtures for $1451.00. She defaulted and I took possession. The goods & chattels appraised by Monypenny & Co. is not complete and I have no way of knowing what was essentially sold to Frank Lee for $575.00. The Coca Cola cooler was brand

K. Kazuta
SIGNATURE

new in 1941 and was finally paid for in March 1943 out of funds in the hands of my solicitor.

K. KAZUTA (Claimant's Name)

PERSONAL CHATTELS

#J.R 09387 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
1	Remington Cash register #C502-140308	Aug. 1935	used	Purchased with the all business	good	# 65.00
1	National " " # 5.30406 DD 711	"				40.00
1	Refrigerator A.M.C. 6½ cu.ft MOTOR # 35-24833	1937	"	"	good	169.50
1	Frigidaire Cabinet # 235684 Compressor # 5-15836 Register # 32422	Aug. 1935	"	#185.00	"	200.00
1	Dayton Scale 5 lbs # 542890	"	"	Purchased with business	"	25.00
1	Toledo scale 30 lbs style 1605 #55227	"	"	" "	"	
1	Electric Coca Cola Cooler Kulmeration	1941	New	# 203.00	"	80.00
1	General ham slicer (hand)	1938	New	12.50	"	203.00
1	Glass show case	Aug. 1935	used	Purchased with business	"	7.50
1	Mirror, 6' x 2½'	"	"	" "	"	35.00
2	24" paper cutter	"	1-used 1-new	" "	"	15.00
3	18" "	"	used	" "	"	3.00
	Description of Storage of Goods:		used & new	" " & new made	"	2.00
1	Biscuits show case	1937	new	6.50	"	30.00
1	Round table	Aug. 1935	used	Purchased with business	"	4.50
6	# stools	1939	new	21.00	"	1.50
12	Lights and shades	1935-1940	used and new	Purchased with Bisness & Raw. new.	"	15.00
1	Wall clock	Aug. 1935	used	Purchased With Business	"	10.00
2	Awnings	1941 (spring)	new.	22.50	"	10.00
	General Statement as to Chattels not Described above:					15.00
						# 932.00

Additional Comments , if any:

K Kazuta
SIGNATURE

Form No. 15. Conditional Bill of Sale. Murphy & Chapman Ltd., Law Printers and Stationers, Vancouver, B.C.

CONDITIONAL BILL OF SALE

EXHIBIT No. 334-21
DATE 8 June 1948
FILED BY Claimant

"CONDITIONAL SALES ACT"

These Presents Witness:

That KIYOSO GEORGE KAZUTA ----------

of 1200 Denman Street, Vancouver, British Columbia, hereinafter called the Seller, has delivered to AMY OKI ---------- residing at 553 Cordova Street East, in the City of Vancouver, British Columbia hereinafter called the Buyer, the goods hereinafter described, under a contract of conditional sale, the terms and conditions of which contract of conditional sale are as follows, to wit:

B.C. L.S. 504

1. Said goods are now and shall remain the absolute property of the Seller until after the full and complete payment of the purchase price therefor, which purchase price is the sum of $1,451.00 ----------

2. That the Buyer has this day paid to the Seller, on account of said purchase price, the sum of $1.00 ----------, the receipt of which is hereby acknowledged.

3. That the balance of said purchase price, to wit: $1,450.00 ----------, is evidenced by the following described promissory notes, to wit:

NUMBER	MAKER	DATE	DUE	AMOUNT
1	Amy Oki	Oct. 15, 1940	August 21, 1941	$725.00
2	Amy Oki	Oct. 15, 1940	August 21, 1942	$725.00

each of such promissory notes bearing interest at the rate of five percent. (5%) per annum as well after as before maturity thereof.

4. That on full payment of said promissory notes, principal and interest, according to their terms, the title of said goods shall vest in the Buyer subject to the conditions herein contained.

5. The said goods and every part thereof at all times while out of the possession of the Seller shall be at the risk of the Buyer, and all loss of or damage to said goods or any part thereof shall be borne by the Buyer, and no such loss or damage shall operate to extinguish or diminish any liability upon said notes or any of them; and the Buyer further agrees to keep the said goods insured in a sufficient amount in favor of the Seller to cover his interest at all times before the vesting of said title in the Buyer by the making of said payments as aforesaid.

6. The Buyer shall at all times while the said goods are in possession of the Buyer have the right to use the same for all uses and purposes for which said goods are designed.

7. Said goods are described as follows, to wit:

D.A.B.

1 Remington cash register, No. C 502-140308.
1 National cash register, No. S 304066DD 711.
1 Frigidaire, Cabinet No. 235684; Compressor No. 515836; Registered No. 324622.
1 Refrigerator A.M.C., 6½ cubic feet, Motor No. 3524853.
1 Dayton scale, 5 lbs.; No. 517890.
1 Toledo scale, 30 lbs.; Style 1605; No. 557227.
1 Coco Cola cooler.
1 Serv. All cooler.
1 General ham slicer (hand).
1 glass show case.
1 mirror, 6' x 2½'.
25 flower pots, painted.
2 24" paper cutters.
2 18" paper cutters.
1 Hamilton milk shaker, Serial No. 25 M 615353.
7 counters.
2 biscuit show cases.
1 gas range.
1 50 ft. water hose.
2 stone tables.
2 wooden tables.
6 chairs.
6 stools.
12 lights and shades.
1 wall clock.
1 delivery bicycle.
2 awnings.

amount of purchase price then still remaining unpaid.

9. Payment in full of the hereinbefore mentioned purchase price is a condition precedent to the sale and transfer to the Buyer of the above described goods.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this sixteenth day of October, A.D. 1940.

SIGNED, SEALED AND DELIVERED
In the presence of

K. G. Kazuta

D. Alvina Brewster
311-602 West Hastings St.
Vancouver, B.C.
Stenographer

Form No. 15. Conditional Bill of Sale. Murphy & Chapman Ltd., Law Printers and Stationers, Vancouver, B.C.

CONDITIONAL BILL OF SALE

EXHIBIT No. 334-21
DATE 8 June 1948
FILLED BY Claimant

"CONDITIONAL SALES ACT"

These Presents Witness:

That KIYOSO GEORGE KAZUTA ----------

of 1200 Denman Street, Vancouver, British Columbia, hereinafter called the Seller, has delivered to AMY OKI ----------

residing at 553 Cordova Street East, in the City of Vancouver, British Columbia hereinafter called the Buyer, the goods hereinafter described, under a contract of conditional sale, the terms and conditions of which contract of conditional sale are as follows, to wit:

B.C. L.S. 504

1. Said goods are now and shall remain the absolute property of the Seller until after the full and complete payment of the purchase price therefor, which purchase price is the sum of $1,451.00 ----------

2. That the Buyer has this day paid to the Seller, on account of said purchase price, the sum of $1.00 ----------, the receipt of which is hereby acknowledged.

3. That the balance of said purchase price, to wit: $1,450.00 ----------, is evidenced by the following described promissory notes, to wit:

NUMBER	MAKER	DATE	DUE	AMOUNT
1	Amy Oki	Oct. 15, 1940	August 21, 1941	$725.00
2	Amy Oki	Oct. 15, 1940	August 21, 1942	$725.00

each of such promissory notes bearing interest at the rate of five per cent. (5%) per annum as well after as before maturity thereof.

8. In case default shall be made in the payment of the said promissory notes or any of them or any renewal or renewals thereof, either on account of principal or interest, as and when the same shall become due and payable according to their terms and conditions, or should the Buyer at any time fail to do, observe, or perform any of the terms, covenants or conditions herein contained, or should the Seller feel unsafe with respect to said goods or the unpaid balance of purchase price, then upon giving notice to the Buyer in that behalf, the whole of the balance of purchase price remaining unpaid shall, notwithstanding the giving or accepting of the aforesaid promissory notes, immediately become due and payable and in default of immediate payment the Seller shall be empowered to take possession of the said goods with or without process of law, as the Seller may elect, and this contract shall thereupon be and become forfeited and determined at the election of the Seller and all sums theretofore paid by the Buyer shall be retained by the Seller as rent for the use of the said goods, but provided, however, that any such default on the part of the Buyer shall not operate to extinguish or diminish any liability upon the said notes or any of them. Provided further that the Seller may upon taking possession of the aforesaid goods elect to resell the said goods and apply the proceeds of such sale first in payment of all costs and expenses of seizure and sale, and the balance on account of the purchase price still remaining unpaid and in case of any deficiency the Buyer shall upon notice immediately pay the amount of purchase price then still remaining unpaid.

9. Payment in full of the hereinbefore mentioned purchase price is a condition precedent to the sale and transfer to the Buyer of the above described goods.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this sixteenth day of October, A.D. 1940.

SIGNED, SEALED AND DELIVERED
In the presence of

K. G. Kazuta

D. Alvina Brewster
311-602 West Hastings St.
Vancouver, B.C.
Stenographer

49253

Date October 16th 1940.

KIYOSO GEORGE KAZUTA

AND

AMY OKI



CONDITIONAL BILL OF SALE

Murphy & Chapman Ltd., Law Printers and Stationers,
Vancouver, B.C.
Form No. 15

NORRIS & PRATT
Barristers and Solicitors,
VANCOUVER, B.C.

Form No. 13. Bill of Sale (Absolute) 12-34 The Clarke & Stuart Co. Ltd., Law Printers, and Stationers, Vancouver, B. C.

"A"

This Indenture

made the 30th day of AUGUST in the year of our Lord one thousand nine hundred and thirtyfive:

In Pursuance of the "Bills of Sale Act"

Between

CHIN LIN, of 1200, Denman Street, in the city of Vancouver, province of British Columbia, trading under the firm name and style of ENGLISH BAY PRODUCE COMPANY and ENGLISH BAY PRODUCE COMPANY, Merchants,

(hereinafter called the Grantor) of the First Part

Insert full Names, Addresses and Occupations of Parties

AND

KIYOSO GEORGE KAZUTA of 416, Cordova Street East and MORITO HARAMOTO, of 433, Alexander Street, both of the city of Vancouver aforesaid, said province of British Columbia, Merchants,

(hereinafter called the Grantee) of the Second Part

Whereas, the Grantor is possessed of the goods and personal chattels hereinafter set forth, described and enumerated, and hath contracted and agreed with the Grantee for the absolute sale to him of the same, upon the terms and considerations hereinafter set forth.

Now this Indenture Witnesseth, that in pursuance of the said Agreement, and in consideration of the sum of THREE THOUSAND ONE HUNDRED AND SEVENTY FOUR and eighty one cents ($3,174.81) ----------DOLLARS of lawful money of Canada, paid by the said Grantee to the said Grantor, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), the said Grantor **hath bargained,** sold, assigned, transferred and set over, and by these presents **Doth bargain,** sell, assign, transfer and set over unto the Grantee:

All those the said goods and personal chattels described and enumerated as follows:

ALL the goods, chattels and personal property described and enumerated in the Schedule hereto annexed together with the good will of the Produce and Grocery business of the Grantor carried on at 1200, Denman Street in the said city of Vancouver and also the right to the Grantees to use the trade name of ENGLISH BAY PRODUCE COMPANY in the city of Vancouver, British Columbia.

EXHIBIT No. 334-3
DATE 8 June 1948
FILED BY Claimant

All of which goods and personal chattels are now in the possession of the Grantor and are situate, lying and being in, upon or about 1200, Denman Street in the city of Vancouver in the County of Vancouver in the Province of British Columbia.

And all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, otherwise howsoever, of the said Grantor, of, in, to, and out of the same, and every part thereof:

To have and to hold the said assigned goods and personal chattels and each and every of them and every part thereof, with the appurtenances, and all the right, title and interest of the said Grantor thereto and therein, as aforesaid, unto and to the use of the said Grantee, to and for his sole and only use Forever:

And the said Grantor **Doth** hereby Covenant, Promise and Agree with the said Grantee, in manner following, that is to say:

That the said Grantor is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods and personal chattels, and every of them, and every part thereof: **And** that the said Grantor now has in himself good right to assign the same unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these presents; **And** that the said Grantee shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned goods and personal chattels and every of them, and every part thereof, to and for his own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever, of, from or by him, the said Grantor, or any person or persons whomsoever; And that free and clear, and freely and absolutely released and discharged, or otherwise, at the cost of the said Grantor, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever:

And moreover, that the said Grantor, and all persons rightfully claiming, or to claim, any estate, right, title, or interest of, in or to the said hereby assigned goods and personal chattels and every of them, and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the said Grantee, but at the cost and charges of the said Grantee, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said hereby assigned goods and personal chattels unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these presents as by the said Grantee or his Counsel shall be reasonably advised or required.

AND the said Grantor doth hereby covenant, promise and agree with the said Grantees that he shall neither directly or indirectly carry on or be engaged in as Principal, partner or servant in the business of Produce merchants within one mile of 1200, Denman Street aforesaid, Vancouver, B.C.; and in case of a breach of this clause he shall pay to the Grantees the sum of Five Hundred Dollars ($500.00) as liquidated damages and not as a penalty;

Wherever the singular or masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require, and shall include the parties, hereto, their and each of their heirs, executors, administrators, successors and assigns, respectively.

In Witness Whereof the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF

SIG. OF WITNESS: Jane Lee

ADDRESS 1114 Dominion Building Vancouver B.C.

OCCUPATION Solicitor

Chin Lin

English Bay Produce Ltd.

Per Chin Lin

This is the paper-writing marked "A" referred to in the Affidavit of Samuel A. Moore sworn before me this 30th day of August A.D. 193 5.

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits within British Columbia

"BILLS OF SALE ACT."

COUNTY OF
TO WIT:

I, KIYOSO GEORGE KAZUTA of the city of Vancouver, in the Province of British Columbia, the Grantee in the foregoing Bill of Sale named, make oath and say: That the sale therein made is bona fide and for valuable consideration, namely, the consideration of the sum of THREE THOUSAND ONE HUNDRED AND SEVENTY FOUR and eighty one cents ($3,174.81) dollars; as set forth in the said Bill of Sale; and not for the purpose of enabling me this deponent to hold the goods and chattels mentioned therein as against the creditors of the said grantor; and that said Bill of Sale is not given for the purpose of protecting the goods and chattels mentioned therein against the creditors of the grantor or of preventing such creditors from obtaining payment of any claim against the grantor.

Sworn before me at the city of VANCOUVER in the Province of British Columbia, this 30th day of AUGUST A.D. 1935

K.G. Kazuta

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits within British Columbia.

Samuel A. Moore;
Vancouver. B.C.

VANCOUVER REGISTRY AUG 30 1935

The Clarke & Stuart Co., Ltd., Law Printers and Stationers, Vancouver, B.C.
Form No. 13

Bill of Sale

(ABSOLUTE)

CHIN LIN
—TO—
K.G. KAZUTA and
M. HARAMOTO

Dated 30th August 1935.

43271

"BILLS OF SALE ACT"

COUNTY OF
TO WIT:

I, SAMUEL ALFRED MOORE of the city of Vancouver, B.C. as follows: make oath and say

1. That the paper-writing hereunto annexed, and marked "A," is a true copy of a Bill of Sale and every Schedule or Inventory thereto annexed, or therein referred to, and of every attestation of the execution thereof, as made and given and executed by CHIN LIN

2.—That the Bill of Sale was made and given by the said Chin Lin on the 30th day of August, in the year of our Lord one thousand nine hundred and thirty five;

3.—That I was present and did see the said Chin Lin, in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said 30th day of August in the year aforesaid.

4.—That the said Chin Lin at the time of making and giving the said Bill of Sale, resided and still resides at City of Vancouver; and then was and still is

5.—That the name Samuel A. Moore 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 Vancouver, B.C. and am a Barrister.

Subscribed to and sworn before me this 30th day of August A.D. 1935 at the city of Vancouver in the Province of British Columbia.

Samuel A. Moore

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

I here by release all claims against Mr. K.G. Kazuta and The English Bay Produce Company.

I acknowledge that I have no interest of any kind on the said business or its assets.

This is on 28th day of February 1937 at Vancouver, B. C.

M Hanamoto

Witness

IN THE MATTER of the "BULK SALES ACT"

AND IN THE MATTER of the sale of certain goods, chattels and personal property situate, lying and being in, upon or about 1200, Denman Street, Vancouver, British Columbia, of Chin Lin to Kiyoso George Kazuta and Morito Haramoto;

STATEMENT AND DECLARATION.

Statement showing names and addresses of all creditors of Chin Lin trading under the firm name and style of ENGLISH BAY PRODUCE COMPANY in connection with the business carried on by him at 1200 Denman Street, Vancouver, British Columbia.

Name of creditor	Post Office Address	Nature of Endebtedness	Amount	When due
Nil	Nil	Nil	Nil	Nil

I, CHIN LIN trading under the firm name and style of ENGLISH BAY PRODUCE COMPANY, of 1200, Denman Street, Vancouver, B.C. DO SOLEMNLY DECLARE that the above is a true and correct statement of the names and addresses of all my creditors in connection with the business now carried on by me at 1200, Denman Street, in the city of Vancouver, British Columbia, and shows correctly the amount of endebtedness or liability, due owing and payable or accruing due or to become due and payable by me in connection therewith to each of my said creditors.

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 Vancouver in the Province of British Columbia this 30th day of August A.D. 1935.

Chin Lin

A Commissioner for taking affidavits within British Columbia.

THE SCHEDULE HEREIN REFERRED TO

1 set Toledo Scales No. 557227 Style No. 1605

1 " Dayton Scales - No. 517890

1 " Pensilvania Scales No. 6384

1 Cash Register Remington - C502 - No. 140308

1 " Register National No. 711

1 1928 Dodge Truck - Style Screen Engine No. D973167
Serial No. A897784

1 small show case

1 soda fountain.

1 Serveall Soda Water Cooler

Equity in Frigidaire Refrigerating Cabinet.

1 Counter

6 Chairs.

2 Tables

1 Desk.

All electric Lights and fixtures, all shelves, and fruit stands.

TOGETHER with the stock in trade, auto licence, trade licence, telephone number and all personal property of the Grantor in round or about the said premises.

Clinton Lim

K. J. Wynne

A Commissioner for taking Affidavits
within British Columbia.

Lost 6 drawer dresser

description of major items

3 suits.	1 - M.	2 Pants	1938	New	$54.00
	1 - F.	2 pants	1938	"	54.00
	1 - T.	1 pant	1937	"	35.00
2 Pairs	shoes. @ $5.00		1938	"	10.00
5	shirts (collars) @ 1.50 (cleaning)			"	7.50
1 Pair	fancy dress shoes		1938	"	7.00
7	underwear, Sox Garters & ecte. estimate				10.00
2 pairs	Window curtains		1938	"	10.00
1 set	skiffer pen		1938	"	15.00
1 set	Desk pen		1937	"	10.00
1	Gold watch metal		1931	"	7.50
2 set	cuff buttons		1938	"	7.00
10 book set.	Book of knowledge		1930	"	60.-
					$287.00
	6 drawer dresser				12.50
					$299.50

KAZUTA Kiyoso
(Claimant's Name)

PERSONAL CHATTELS

09357
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
1 chest of drawers (6 drawers)	1937	used	35.00	Good	12.50
with contents as per attached list ---.---	at various times	new	over 250.00	✓	150.00
Chrysler coupe 1928	1936	used	450.00	✓	200.00
Combination radio (Stromberg Carlson Consd) Serial #61381	1937	used	115.00	✓	85.00
					$ 447.50

Description of Storage of Goods:

The Chrysler and radio were turned over to the RCMP on March 10, 1942 and March 6, 1942, respectively. The chest of drawers was stored at the BC Purchasers Assn warehouse at 573 Hastings E. Vancouver on or about October 1942.

EXHIBIT No. 334-H
DATE 8 June 1948
FILED BY Claimant

General Statement as to Chattels not Described above:

Additional Comments, if any: The Custodian was supplied with a list of my chattels left at the above mentioned warehouse. I am informed that the warehouse was broken and entered and ransacked. In my PP form I told the Custodian where I was storing my belongings. I am further informed that it was not till Aug. 1943 that the Custodian took any steps to see what stored there.

K. Kazuta
SIGNATURE

EXHIBIT No. 334 - 5
DATE 8 June 1948
FILED BY
Crown

MEMORANDUM

To: File 11007 10th August 1943

From: Specified Articles Department

Re: KAZUTA, G. Kiyoso - Reg: 09387

ARTICLE	DESCRIPTION	APPRAISED VALUE
CAR	1928 Chrysler Coupe No: C79 License No: (42) 92147	$ 75.00

Sold to: G. P. Rogers Date: 19th Sept. 1942

Selling Price: $75.00

"O.B."

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

August 31st 1948 _____

EXHIBIT NO. 334 - 5
DATE 8 June 1948
FILED BY
Crown

MEMORANDUM June 28th, 1943.

To: File 11007

From: Specified Articles Department

Re: KAZUTA, Kiyoso - Reg. 09387

ARTICLE	DESCRIPTION	APPRAISED VALUE
RADIO	Radiola, Model AR-954A and loud speaker.	$ 4.50
	Stromberg-Carlson Radio. Serial No. 61381.	65.00
CAMERA x	Cine-Kodak Eight Model 25 No. 57947	42.50
	Agfa folding camera f 6.3/10.5 CM - and leather case.	15.00

x released

"Sold to F. Cameron, B.C.S.C, Tashme"

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

August 31st 1948 _____

EB

"1- Sold by auction 23/3/44. Vancouver 14"

EXHIBIT No. 334-6
DATE 8 June 1948
FILLED BY Clamart

IMPERIAL
PRODUCTS

THIS ENVELOPE
CONTAINS YOUR

ATLAS
TIRE
Guarantee

IMPERIAL OIL LIMITED

MR KAZUTA

CODE 973844

House Phone
HIgh. 3777-R

Phone PAcific 4950
231 Gore Ave.

ASAHI GARAGE

Prop. T. SAKAKI

3 Star Imperial Products For Sale

AUTO TOWING & STEAM CAR WASH

Vancouver, B.C., August 28 1941

M S Kayuta

Canada Daily News

	Account Forwarded		
2 Tires 525-50x18 4ply		22	40
2 Tubes		4	00
Bal		26	40

44

IMPERIAL OIL LIMITED

No. A 681612

Passenger Car Service ✓

Commercial Car Service

Guarantees

Date AUGUST 27 1934

To MR. KAZUTA

Street Address 416 E CORDOVA ST

City VANCOUVER Prov. BC

Atlas Tire Serial No. V-718880 Size 525-50 x 18 No. Ply 4

Junior Atlas Tire Serial No. Size No. Ply

In accordance with the guarantee printed on the reverse side of this card, adjustments on Atlas Brand and Junior Atlas Brand tires can be secured wherever Atlas Brand and Junior Atlas Brand tires are sold in Canada or U.S.A. but this guarantee must be presented when making claim.

DO NOT RUN THIS TIRE FLAT — KEEP THIS GUARANTEE

We recommend that tire air pressure be checked once a week—this service is gratis at all Imperial service stations and dealers where Atlas tires are sold.

Guarantee

If ATLAS BRAND, for a period of twelve months from date of purchase for passenger car service or six months from date of purchase for commercial car service; if JUNIOR ATLAS BRAND, for a period of six months from date of purchase for passenger car service or three months from date of purchase for commercial car service, against any condition that may render the tire unfit for further service where such condition is due to ordinary wear or tear or injuries thereto caused by blowouts, cuts, bruises, rim cuts, underinflation, wheels out of alignment, faulty brakes, or any other road hazard.

The liability of the Imperial Oil Limited under this guarantee is strictly limited either to repair the tire without charge or to replace it with a new tire of the same brand at its option. If so replaced, Purchaser is to be charged and agrees to pay, if ATLAS BRAND 1/12 of the current retail price if in passenger car service or 1/6 of the current retail price if in commercial car service, for each month or fraction thereof which has elapsed since the date of purchase; if JUNIOR ATLAS BRAND 1/6 of current retail price if in passenger car service or 1/3 of the current retail price if in commercial car service, for each month or fraction thereof which has elapsed since the date of purchase.

Provided, however, that if a cross appears in any of the following boxes: Faulty Brakes☐, Improperly Mounted☐, Wheels out of Alignment☐, Overloaded (on trucks) ☐, such cross indicates that the tire listed above has been sold as a replacement under the STANDARD ATLAS GUARANTEE, and that the undersigned shall not be liable under the above guarantee for injuries or wear and tear resulting from the cause or causes checked above.

This guarantee does not cover punctures, tires ruined in running flat, fire or theft, clincher tires, tubes used in any form, or tires used in taxicab or common carrier bus service.

This guarantee does not cover consequential damages. Alterations or erasures in this guarantee will render it void.

In addition, ATLAS BRAND and JUNIOR ATLAS BRAND used in commercial car service are covered by the Manufacturers' Standard Warranty as follows:

"Every ATLAS BRAND and JUNIOR ATLAS BRAND Pneumatic tire, used in commercial car service bearing the name ATLAS and serial number, is warranted by us against defects in material and workmanship during the life of the tire to the extent that if any tire fails because of any such defect, we will either repair the tire or make a reasonable allowance on the purchase of a new tire."

Countersigned:

ASAHI GARAGE

IMPERIAL OIL LIMITED

By _____

Vice-President

Per _____

Service Station or Dealer's address _____

Adjustments on ATLAS BRAND and JUNIOR ATLAS BRAND Tires can be secured wherever ATLAS BRAND and JUNIOR ATLAS BRAND Tires are sold in Canada and U.S.A., but THIS GUARANTEE MUST BE PRESENTED WHEN MAKING CLAIM.

This Guarantee is hereby assigned to Mr. Kayula

Date Aug 27/41 By _____ Purchaser

IMPERIAL OIL LIMITED

No. A 681613

Passenger Car Service [V]

Commercial Car Service [ ]

Guarantees

Date AUGUST 29 1941

To MR KAZUTA

Street Address 416 E CORDOVA ST

City VANCOUVER Prov. B.C.

Atlas Tire Serial No. V-718329 Size 525-50 x 18 No. Ply 4

Junior Atlas Tire Serial No. _____ Size _____ No. Ply _____

In accordance with the guarantee printed on the reverse side of this card, adjustments on Atlas Brand and Junior Atlas Brand tires can be secured wherever Atlas Brand and Junior Atlas Brand tires are sold in Canada or U.S.A. but this guarantee must be presented when making claim.

DO NOT RUN THIS TIRE FLAT — KEEP THIS GUARANTEE

We recommend that tire air pressure be checked once a week—this service is gratis at all Imperial service stations and dealers where Atlas tires are sold.

Guarantee

If ATLAS BRAND, for a period of twelve months from date of purchase for passenger car service or six months from date of purchase for commercial car service; if JUNIOR ATLAS BRAND, for a period of six months from date of purchase for passenger car service or three months from date of purchase for commercial car service, against any condition that may render the tire unfit for further service where such condition is due to ordinary wear or tear or injuries thereto caused by blowouts, cuts, bruises, rim cuts, underinflation, wheels out of alignment, faulty brakes, or any other road hazard.

The liability of the Imperial Oil Limited under this guarantee is strictly limited either to repair the tire without charge or to replace it with a new tire of the same brand at its option. If so replaced, Purchaser is to be charged and agrees to pay, if ATLAS BRAND 1/12 of the current retail price if in passenger car service or 1/6 of the current retail price if in commercial car service, for each month or fraction thereof which has elapsed since the date of purchase; if JUNIOR ATLAS BRAND 1/6 of current retail price if in passenger car service or 1/3 of the current retail price if in commercial car service, for each month or fraction thereof which has elapsed since the date of purchase.

Provided, however, that if a cross appears in any of the following boxes: Faulty Brakes☐, Improperly Mounted☐, Wheels out of Alignment☐, Overloaded (on trucks) ☐, such cross indicates that the tire listed above has been sold as a replacement under the STANDARD ATLAS GUARANTEE, and that the undersigned shall not be liable under the above guarantee for injuries or wear and tear resulting from the cause or causes checked above.

This guarantee does not cover punctures, tires ruined in running flat, fire or theft, clincher tires, tubes used in any form, or tires used in taxicab or common carrier bus service.

This guarantee does not cover consequential damages. Alterations or erasures in this guarantee will render it void.

In addition, ATLAS BRAND and JUNIOR ATLAS BRAND used in commercial car service are covered by the Manufacturers' Standard Warranty as follows:

"Every ATLAS BRAND and JUNIOR ATLAS BRAND Pneumatic tire, used in commercial car service bearing the name ATLAS and serial number, is warranted by us against defects in material and workmanship during the life of the tire to the extent that if any tire fails because of any such defect, we will either repair the tire or make a reasonable allowance on the purchase of a new tire."

Countersigned: ASAHI GARAGE

IMPERIAL OIL LIMITED

By _____

Vice-President

Per _____

Service Station or Dealer's address

Adjustments on ATLAS BRAND and JUNIOR ATLAS BRAND Tires can be secured wherever ATLAS BRAND and JUNIOR ATLAS BRAND Tires are sold in Canada and U.S.A., but THIS GUARANTEE MUST BE PRESENTED WHEN MAKING CLAIM.

This Guarantee is hereby assigned to _____

Date _____ *By* _____ Purchaser

334 - 7
EXHIBIT No.
8 June 1948
DATE
FILED BY Crown

THOMPSON & COMPANY

Auctioneers and Appraisers

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

November 23rd.1944.

Department of the Secretary of State.
Office of the Custodian.
675 West Hastings St.
Vancouver.B.C.

Inventory & Appraisal re Kiyoso Kazuta.
1200 Denman Street.

1- Cash Register Remington # S.304066 D.D.711	$25.00
1- Cash Register National # C.502-140308	35.00
1- Frigidaire Cabinet #235684, Compressor # 515836	150.00
1- Refrigerator A.M.C. 6' capacity motor #3524853 (Ceiling price)	169.50
1- 5lb Dayton Scale #517890	15.00
1- Toledo Hanging Scale, 30lbs #557227	40.00
1- Coca Cola Cabinet	25.00
1- 4' Show Case	7.50
1- 6' x2½' Mirror	10.00
2- 24" Paper Cutters	3.00
2- 18" Paper Cutters	3.00
1- 7' Counter	5.00
2- Fir Counters	4.00
1- Biscuit Case	1.00
6- Stools	12.00
12- Lights & 2 Shades	10.00
1- Wall Clock	8.00
1- "General" Hand Slicer	7.50
1- Round Table	1.50
Awning (If moved no value)	7.50
	$539.50

We hereby certify that in our opinion the sum of $539.50 is a fair and just valuation of the above chattels & effects at to-days market.

"W. G. B. Thompson"

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

August 31st 1948

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EXHIBIT NO. 334 - 8
DATE 8 June 1948
FILED BY Crown

NORRIS & MacLENNAN
Barristers at Law,
Solicitors,
Notaries Public

Bank of Nova Scotia Building
602 Hastings St. West
VANCOUVER, B. C.

October 12, 1944.

The Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.

Your File #11007

Dear Sir: re George Kiyoshi Kazuta

As you know, certain chattels of the above-named are on the premises at 1220 Denman Street, Vancouver, on a rental basis of $12.00 per month. Frank Gee, the Chinaman who is renting the chattels, advised the writer recently that either he would buy the chattels at a reasonable figure or we must arrange to remove the chattels, as he would buy new ones. As a result of correspondence with Mr. Kazuta, we have arranged now to sell the chattels in question to Mr. Gee for $450.00 cash. Mr. Kazuta wants us to place the money in Dominion Government Bonds for him when it is received. Please let us know if these arrangements will be satisfactory to your office before we proceed to prepare the necessary documents of sale for the signature of Mr. Kazuta.

It is questionable whether more could be obtained at an auction, although there are 3 items which should bring in good prices, namely, 1 A.M.C. Refrigerator, (a domestic unit,) a Coco Cola electric cooler and an ice cream freezer. The ceiling price on the refrigerator is $169.50, that is subject to being a fair price and in A1 condition, whereas the defrosting unit is not working on the refrigerator and we would consider that ceiling price could not be obtained. About $150.00 is the ceiling price on the Coco Cola cooler. The ice cream freezer, we are informed, is in poor condition but possibly $100.00 could be received for it. These prices we have mentioned are absolutely top prices and to remove the equipment it would cost something. In addition, Mr. Kazuta would be selling certain other

chattels, such as counters, scales, tables, stools and cash registers, most of which are practically worthless.

We would like to have your instructions in this connection by return.

Yours truly,

NORRIS & MacLENNAN,

per (signature illegible)

JAM/CK

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

August 31st 1948

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EXHIBIT No. 334 - 9
DATE 8 June 1948
FILED BY Crown

NORRIS & MacLENNAN
Barristers at Law,
Solicitors,
Notaries Public

Bank of Nova Scotia Building
602 Hastings St. West
VANCOUVER, B. C.

November 25, 1944.

The Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.

Attention Mr. Shears

Dear Sir: re George Kiyoshi Kazuta, your file No. 11007

We acknowledge your letter of the 24th instant.

We have been in touch with Mr. Gee who advises that he is prepared to pay the sum of $525.00 in order to wind up this matter. Mr. Gee feels and we believe rightly that the price on the domestic refrigerator estimated by Mr. Thompson is high. The $169.00 is a ceiling price, but that price can only be obtained if it is fair and reasonable, and to show that, the refrigerator would have to be in first-class condition. The refrigerator itself is several years old and we are informed the defrosting system does not work. Under the circumstances, we feel that the price of $525.00 mentioned is a fair one.

We enclose, herewith, copy of letter dated November 11th, 1944, which we received from Mr. Kazuta asking us to effect sale of the chattels in question for $450.00 provided we could invest the proceeds in Government bonds, for the benefit of Mr. Kazuta. This, of course, cannot be done in view of the claims of creditors in this connection. Under the circumstances, Mr. Kazuta, presumably, will not care himself to execute the Bill of Sale as he will think it may be taken as an admission by him that the claims of his alleged creditors should be paid. In order to save time it would be best, and we presume you have no objections to executing the Bill of Sale to Mr. Gee, and before delivering the Bill of Sale to him we shall collect the sum of $525.00 and undertake to remit the same to you.

You might kindly advise whether this is agreeable.

Yours truly,

NORRIS & MacLENNAN,

JAM/CK

per (signature illegible)

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

August 31st 1948

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C. – J. A. MacLENNAN, LL.B.

TELEPHONE PACIFIC 5254
CABLE ADDRESS: "NORRIS"
VANCOUVER, CANADA

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS STREET WEST
Vancouver, B.C.

December 15th, 1947.

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

11007

Dear Sir:

Re: KAZUTA (Kiyoso)
Reg.No. 09387.

E. Jouta

We enclose herewith in duplicate for filing claim forms of the above-named in the matter of the Commission investigating Japanese losses.

Yours truly,

NORRIS & MacLENNAN

Per:

JAM:mk
Encl.