Name of Claimant YOSHIHARA, Motoharu Case 793

Custodian File 4684

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

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	
		345.00		99.32				99.32

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	
			645.00 85.00	511.	327.00	184.00

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	
55.20	31.25	9.37	56.82	33.30	18.92			28.29

TOTAL RECOMMENDATION	311.61

CASE NO. 793.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,

October 14th, 1948.

IN THE MATTER OF THE CLAIM OF

MOTOHARU YOSHIHARA.

PROCEEDINGS AT HEARING.

Original

CASE NO. 793.

IN THE MATTER OF THE "INQUIRIES ACT"

PA RT 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION.

B E F O R E

(HIS HONOUR JUDGE R.M. EDMANSON, SUB-COMMISSIONER).

Lethbridge, Alberta,

October 14th, 1948.

IN THE MATTER OF THE CLAIM OF

MOTOHARU YOSHIHARA.

PROCEEDINGS AT HEARING.

APPEARANCES:

G.E.A. RICE, Esq., K.C.,	appearing for the Dominion Government.
A.G. VIRTUE, Esq., K.C.,	appearing for the Claimant.

MISS LILLIE THOMAS,	Secretary.
D.J. HANDFORD, Esq.,	Official Interpreter.
S.R. HOWARD, Esq.,	Official Reporter.

THE SECRETARY: Case No. 793, Motoharu Yoshihara.

MOTOHARU YOSHIHARA, the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q Now, I show you a form called a summary of evidence. It contains a description of your boat, of your nets? A: Yes.

Q And your fishing outfit? A: Yes.

Q And of other personal property?

A Yes.

Q This claim was prepared by you with the assistance of a clerk in my office? A: Yes.

Q Will you sign your name to it, please?

A (Witness complies).

Q Now, are the statements conta ined in this form true statements? A: Yes.

Q Is the description of your boat and the value you have placed on it... A: ...Yes...

Q ...a true description and a fair value?

A Yes.

Q Your boat was the "M.Y."?

A Yes.

Q And you bought her in 1938, did you?

A 1938.

Q For $900.00? A: Yes.

Q And then you put on -- what is a "fishing chum"?

A Drum.

Q Oh, drum. That should be a fishing drum?

A Yes.

MR. VIRTUE: In the description of the boat, sir, we will make that correction, a fishing drum.

Q You put a new drum on in 1941?

A Yes.

Q That was a drum that you rolled up your nets on?

A Yes.

Q That cost you $160.00? A: That is complete.

Q You say that the fair market value of your boat at the time you turned it over to the authorities was $750.00? A: Yes.

Q What do you say about that price? Did you boost the price, or is that too low or too high?

A I think that is about medium fair.

Q A fair price? A: Yes.

Q You know it was sold for $345?

A Yes.

Q What do you say about that? A: Pretty cheap.

Q Now, your nets, t hat is a list made up by you of your nets and fishing equipment?

A Yes.

Q Did you leave those nets behind?

A Yes, at the Celtic Cannery net house.

Q Celtic Cannery net house? A: Yes.

Q That was in Vancouver, was it?

A Yes.

Q And the information that you have given here about the nets and their value, you have worked that out yourself? A: Yes.

Q And you say those are fair prices you have put on the nets? A: Yes.

Q When you left your nets in the cannery, did you tag them? A: Yes, I tagged them.

Q What was put on the tags? A: A number.

Q And your name too? A: Yes, my name and the number and the kind of net.

THE SUB-COMMISSIONER: Q: Number of the net, was it?

A Yes, it is all numbered.

MR. VIRTUE: Q: And did you put on the value too?

A No, no value.

Q No value was put on? A: No.

Q And when you left those nets there, were they hanging up? A: They were hung up on the ceiling.

Q Hanging up from the ceiling? A: Yes.

Q Now, we will take your household furniture and utensils;you have a list of that here too?

A Yes.

Q Are the values you have put on them totalling $132.75, would they be fair values?

A Yes.

Q But you are only claiming $100.00 for the whole lot? A: Yes.

Q You have reduced it to $100.00?

A Yes.

Q What do you say about that price?

A Some of that is pretty cheap.

Q But, on the whole, $100.00 would be low?

A Yes.

MR. VIRTUE: I will offer that as an exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q: Now, in 1941, the 31st of December, 1941 -- no. At any rate, a short time before you were evacuated, while you were still living there, you put on this insurance?

A Yes.

Q Of $500.00 on your household furniture?

A Yes.

MR. VIRTUE: I will tender that as an exhibit.

(POLICY MARKED EXHIBIT NO. 2).

MR. VIRTUE: This is put in from my learned friend's file. He knows I am going to put it in.

Q You don't know Mr. Gould, the surveyor?

A No.

Q But you do know that he has made a report here showing the estimated market value of your boat at $770.00? A: No.

Q Well, I am showing it to you now?

A Yes.

Q And this was the boat, the "M.Y.", the "M.Y. 1023", that is your boat? A: Pardon?

Q The "M.Y."? A: Yes, that is it. There is a mistake here on the boat; instead of a troller it is a gill net boat.

Q Instead of a troller it is a gill net boat?

A Yes.

(SURVEY REPORT MARKED EXHIBIT NO. 3).

Q And here is a description of your boat?

MR. RICE: They call it a vessel record.

MR. VIRTUE: Here is a description of your boat, apparently taken from some record, in both

English and Japanese. Did you sver see that before? A: Yes, sir.

Q You have seen that before? A: Yes, sir.

Q And this is your boat, is it, the "M.Y."?

A Yes, sir.

Q And the value placed in here is $700.00, you notice that, "present value"?

A Yes.

Q Do you know when this was made up?

A I don't remember.

Q You don't remember when it was made up?

A No.

Q Well, this comes from my learned friend's file, sir, so that I will put it in also.

(DOCUMENT MARKED EXHIBIT NO. 4).

MR. VIRTUE: And then a letter from the Custodian's file, from the Custodian's fishing vessel department to Edgar C. Thompson, dated the 31st of December, 1942, authorising him to release the fishing vessel in question to Joe Martin.

(LETTER MARKED EXHIBIT NO. 5).

MR. VIRTUE: All right, thank you.

THE SUB-COMMISSIONER: Your total claim now is $876.35? The reason I ask that is that on these other sheets and in the proof of claim it was $922.21.

MR. VIRTUE: Yes, it was reduced, sir. The loss on the boat we are cla iming is $405.00, on the nets $401.50, and on the personal chattels to $100.00 even, that is $906.50.

THE SUB-COMMISSIONER: The net loss on the chattels is

$69.85?

MR. VIRTUE: That is right, sir, $69.85; a valuation of $100.00 less $31.15, $69.85. That is a total, I make it, of $876.35.

THE SUB-COMMISSIONER: Yes, quite. All right, Mr. Rice.

MR. RICE: I am submitting, your Honour, that the claim for the boat does not come within the terms of reference, but if it does the same, I submit, was sold for its fair market value.

I am submitting that the nets were sold for their fair market value. Apparently one net is not accounted for. I am submitting that the chattels sold were sold for their fair market value, and if there are any chattels that the claimant has a claim for against the Custodian the claim made to the same is exorbitant.

I submit the following documents as exhibits: An analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 6).

MR. RICE: A net statement.

(STATEMENT MARKED EXHIBIT NO. 7).

MR. RICE: An extract of appraisals made on nets by Mr. C. P. Leckie.

(EXTRACT MARKED EXHIBIT NO. 8).

MR. RICE: A copy of an appraisal made on the vessel by O. W. Phillipson, valuing the vessel at $300.00, and the negotiating price of $345.00.

(APPRAISAL MARKED EXHIBIT NO. 9).

MR. RICE: A summary taken from vessels records.

(SUMMARY MARKED EXHIBIT NO. 10).

MR. RICE: With respect to the vessel, your Honour, I would point out while the Custodian had one valuation on the boat of $700.00, there was another valuation of $345.00. It should be pointed out that Mr. Gould's valuation was in August of 1942, and this boat was held until December, 1942, and an effort was made trying to sell it at the appraised value of $700.00, and, as you are aware, boats do not grow in value while in water, especially if unused, and that is why a second valuation was made by us and it was then sold.

MR. VIRTUE: My learned friend is giving evidence now. I take it Mr. Phillipson will give evidence.

MR. RICE: He will, yes. I am just saying what is in the summary, and the boat was finally sold for $345.00.

CROSS EXAMINATION BY MR. RICE:

Q I show you a J.P. form dated the 19th of April, 1942 (indicating); was that document completed and signed by you? A: Yes.

MR. RICE: I tender the J.P. form.

(J.P. FORM MARKED EXHIBIT NO. 11).

MR. RICE: Q: I show you a release form, apparently signed by you? A: Yes.

Q Dated August 2nd, 1943, where you released the Custodian from any claim to the chattels mentioned there? A: Yes.

MR. RICE: I tender the release form completed by the claimant. There is a note attached to it by Mr. McDonald of the B. C. Security Commission of

having received certain goods for shipment. I don't know whether any of them are covered by the claim that is now being made or not.

(RELEASE MARKED EXHIBIT NO. 12).

MR. RICE: Q: In your personal property claim you claim a chimney and roof plate; what is that?

A That is the tin chimney.

Q Tin chimney on top of the chimney on the roof of your house? A: Yes.

Q That would be part of the property, wouldn't it? It was put up with the intention of staying there?

A Pardon?

Q That tin chimney was put on the other chimney with the intention of staying there?

A No. We just bought that chimney to change it and we didn't put it on.

Q It wasn't on the house at all?

A No.

Q Did you declare it inyour J.P. form?

A Pardon?

Q Did you declare that article in yourJ.P. form?

A Yes.

Q The books that you are claiming for, the set of Dominion Education? A: Yes.

Q What was it, school books or what?

A It is school books, yes.

Q Just school books? A: Yes.

Q And how old were they? A: I bought in 1936, ten volumes.

Q 1936. The carpet you refer to is a piece of

congoleum, is it? A: Linoleum.

Q And you had used it for three years?

A I think it was bought in 1940; I think about 1940, two years.

Q Well, in your summary of evidence you swore that you purchased it in 1939? A: It must be then, yes.

Q It must be right. Was it cemented down to the floor or tacked? A: No, it is all up in the Celtic school house.

Q You had used it on the floor in your own home?

A Yes.

Q The car tire? A: Yes.

Q Where was that? A: At the Celtic school, Celtic Cannery school.

Q Had you used it? A: No, I didn't even use it.

Q Was it new? A: It was secondhand I bought it.

Q Secondhand? A: Yes.

Q A secondhand tire? A: Yes. I paid $20.00 for it.

Q All right.

THE SUB-COMMISSIONER: Anything else, Mr. Virtue?

MR. VIRTUE: That is all, thank you.

THE SUB-COMMISSIONER; That is all, thanks.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing transcript is a true and accurate record of the proceedings herein.

"S.R.HOWARD" Official Reporter

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

SUB-COMMISSIONER.

ACKNOWLEDGED
Case No. 793
NOV 27 1947

4684

Leth

Proof of Claim

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapter 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

1. Name of Claimant in full: Motoharu Yoshihara

   Registration No. 08126

2. Claimant's address at the time of his evacuation from the protected area: Celtic Cannery, South end of Blenheim St., Vancouver, B.C.

3. Claimant's present address: Taber Alta.

4. Claim relating to real property:

   (a) Street address of real property: nil

   (b) Legal description of property:

VIRTUE & RUSSELL, Barristers, Lethbridge.

(c) Type of real property, i.e., farm, residence, commercial, etc., and short description of it:

(d) Title or interest held by Claimant in the real property:

(e) Fair market value of real property at date of sale:

(I) Land— $ ---

(II) Buildings— $

(f) Amount of loss alleged to have been sustained by the Claimant under the terms of reference:

$ ---

5. Claims relating to personal property, etc.

(a) Location at which property was left by Claimant at date of evacuation:

Celtic Cannery in care of Custodian

(b) Type of premises in which property was left by Claimant and manner in which that property was stored or packed at time of evacuation:

Celtic Cannery School
and
Celtic Cannery net house

(c) In whose care was property left by the Claimant at date of evacuation?

Office of Custodian

(d) Itemized and detailed description of the property which is the subject of the claim, and itemized value thereof at the time of sale, loss or destruction:

Fishing Boat	$750.00
Fisfing Gear	$730.00
Household Utensils & Furniture	$100.00
Total	$1580.00

Amount allowed by Custodian

Fishing Boat	$298.14		345.00
Fishing Gear	$328.50	up to end of Dec. 1945	327 00
Sale by auction	$ 31.15		32.45
	$657.79		

(e) Amount of loss alleged to have been sustained by Claimant under the terms of reference:

~~$995.00~~ $922.21

6. I desire that my claim be heard at the City of Lethbridge in the Province of Alberta.

7. An Interpreter will be be required.

DATED this ~~22~~ 17th day of ~~October~~ November, A.D. 1947.

November

Samson Sanderson
Witness to Signature of Claimant.

M. Yoshihara
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

I, Motoharu Yoshihara
(Full Name of Claimant)

of Taber. Alberta. Carpenter
(Present Address) *(Occupation)*

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.

2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.

3. The above Claim is true and correct.

4. I have not received any payment upon the above Claim other than the following:

$500.00

And I make this declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED at Taber
in the Province of Alberta,
this 17th day of November
A.D. 1947.

M. Yoshihara

Samson Sanderson
A Commissioner for Oaths in and for the Province of Alberta.

VIRTUE & RUSSELL, Barristers, Lethbridge.

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapted 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

Proof of Claim

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 155

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Motoharu YOSHIHARA

EXHIBIT No. 793-1
DATE October 14/48
FILED BY A. G. Virtue

2. Registration Number: 08126

3. Present Address: Taber, Alberta

4. Address Prior To Evacuation: Celtic Cannery, South End of Blenheim St. Vancouver, B.C.

FISHING VESSEL

Name of Vessel....."M. Y."

Registration Number.....N.W. 3180

Length....33'...Bredth..8'5".....Depth..3'5"

Powered by.....15 H.P. Vivian Engine

Year Purchased.....1938

Price Paid.....$ 900.00

Maintainence, Repairs & Improvement

a Repairs..... $ 60.00

b Addition of new fishing chum in 1941..... $160.00

Fair Market Value.....$ 750.00

Sold by..... 345.00

Loss.....$ 405.00

Remarks

This boat was appraised by Custodian appraiser John Gould who stated fair market Value was $ 770.00

NETS, CORK LINES & LEAD LINES

TYPE	PLY	SIZE	MESH	FATHOMS	SEASONS USED	PRICE NEW	ESTIMATED VALUE	REMARKS
						$	$	
Nets								
cohoe		6¾	50	110	2	200.00	100.00	Barbour, cork&lead
cohoe		7	50	80	1	190.00	90.00	" " " "
sockeye		5¾	50	80	1	170.00	100.00	" " " "
sockeye		5 7/8	50	90	1	165.00	70.00	" " " "
sockeye		5 7/8	50	85	2	175.00	55.00	" " " "
sockeye		5½	50	90	2	165.00	70.00	" " " "
spring		9¾	29	90	2	180.00	75.00	" " " "
cohoe		6¼	50	100	3	85.00	40.00	Rami, no cork&lead
sockeye		5¾	50	75	3	160.00	45.00	Barbour, cork&lead
14 "skidges" of complete dog fishing outfit						120.00	60.00	
500 corks & 40 fathoms lead line						25.00	18.00	
350 dog fishing corks						10.50	7.00	
Cork Lines								
Lead Lines								

Total Value	$ 730.00
Sold by Custodian for	328.50
Claim	$ 401.50

PERSONAL PROPERTY:

Item	Year Purchased	Price Paid $	Value $	Remarks
HOUSEHOLD UTENSILS & FURNITURES				
1 Bureau	1940	Material cost	15.00	Home made
2 pc. set of Kitchen Cabinet	1939	42.50	25.00	
Carpet	1939	15.00	10.00	
50 ft. Garden Hose & nozzle	1939	2.75	2.00	
7 ft. Cross cut saw & handle	1941	11.95	10.00	
Tentest top table	1939	Material cost	7.00	
Car tire	1942	20.00	20.00	
Woodburn heater	1940	14.95	10.00	
8 ft. 1¼ shaft, 6 ft. 2½" pipe (all brass)	1938		15.00	
11 Chairs	1935-38	11.00	6.50	
Books (set of Dominion Education)		25.00	10.00	
Chimney and roof plate	1942	2.25	2.25	
		TOTAL	$ 132.~~25~~ 75	

NOTE: Itemized value of all articles totals $ 132.~~25~~ 75 but Claimant makes claim of $ 100.00 only for the total list as per his Proof of Claim.

(Add additional page if necessary)
(If claim for vessel describe on separate sheet numbered 6A)

PAYMENTS RECEIVED FROM CUSTODIAN ON PERSONAL PROPERTY

Item:	Year:	Month:	Amount.

Total: $ 31.15

Total Claim for Personal Property ..... $ ~~132.25~~ 100.00

Deduct Payments from Custodian ..... $ 31.15

Net Loss on Personal Property ..... $ ~~101.10~~ 69.85

I Certify the above to be True and Correct.

Witness.

Signature of Claimant.

REMOVAL PERMIT

Agency VANCOUVER, B.C.

Company BANKERS & TRADERS INS. CO. LTD.

Policy No. 32-28330

Name of Insured MOTOHARU YOSHIHARA

Property Covered H.H. FURNITURE

Amount	Term	Expiration	Old Rate	New Rate	Extra Prem.	Return Prem.
$500.00	36 mos.	31st Dec. 1944	.60¢	*	NIL	NIL

Permission is hereby granted to remove the H.H. FURNITURE (State nature of the property) insured under items of this policy to the in storage (1st, 2nd, 3rd or all) story building built of FRAME and roofed with SHINGLES only while occupied as CELTIC CANNERY SCHOOL HOUSE and situate AND BEING at the foot of BLENHEIM STREET, in the city of VANCOUVER, B.C.

and for not exceeding five days from date hereof, this insurance, under the respective items affected, shall attach in both locations in proportion as the value of the property covered by such items affected in each location bears to the value in both locations, and after such five days in new location only, and not as heretofore.

Insurance map reference: Vol. Sheet * Block * No. *

Dated 15th APRIL 1942.

HOBSON, CHRISTIE & CO. LIMITED

Agent.

Form No. 28—B—12000—11-35
Hobson, Christie & Co. Ltd.

LICENSED UNDER THE BRITISH COLUMBIA INSURANCE ACT

Bankers & Traders
Insurance Company
(LIMITED)
of Sydney, Australia

EXHIBIT No. 793-2
DATE October 14/48
FILED BY A.S. Victor

Policy Number 32 — 28330

Amount $ 500. Rate .60 Premium $ 3.00

In Consideration of the Stipulations herein named

and of THREE & 00/100 Dollars premium to be paid by the Assured, does Insure MOTOHARU YOSHIHARA for the term of THIRTY-SIX months from the 31st day of DECEMBER 1941 at noon to the 31st day of DECEMBER 1944 at noon against all direct loss or damage by fire, except as hereinafter provided, to an amount not exceeding FIVE HUNDRED & 00/100 Dollars, to the following described property while located and contained as described herein, and not elsewhere, to wit:

DWELLING HOUSE AND / OR FURNITURE FORM

$ NIL — On the frame building, roofed with shingles occupied for dwelling purposes only, including additions adjoining and communicating, foundations, porches, verandahs, stationary heating apparatus, connections and pipe coverings, gas and water pipes and connections, electrical equipment, plate, stained or ornamental glass and other permanent fixtures belonging thereto, also window and door screens, storm windows and storm doors, while contained therein or thereon, or on the premises, situate and being No. 3282 on the south side of CELTIC STREET, on Lots 2 & 3, Block 15, D.L. 194, in the City of Vancouver, Province of British Columbia.

Insurance Plan: Sheet 945 Block 28 No. 3282

$ 500. — On household Furniture and Utensils, useful and ornamental, including beds, bedding, linen, family wearing apparel and materials for same, crockery, glassware, plate, plated ware, magazines, periodicals, printed books and music, pianos and organs, their stools and covers, other musical instruments, music stands, mirrors, portraits, pictures, paintings, engravings, drawings and their frames, bric-a-brac, articles of virtu, statuary, casts, clocks, watches and jewellery in use, amateur photographic appliances and supplies, optical instruments, scientific apparatus, sporting goods, bicycles and attachments, sewing machines, gas and electric fixtures when not otherwise insured; travelling equipment, canes, umbrellas, parasols, tools, family provisions and fuel (excluding claim for merchandise kept for sale or on storage, motor vehicles of any description, money, books of accounts, securities for money, and evidences of debt or title), all the property of the assured or any member of the assured's family, only while contained in the above described building.

Loss, if any, payable to assured

No insurance attaches under any of the above items unless an amount is specified and inserted in the blank immediately preceding the wording of the item.

PERMISSION granted for temporary unoccupancy during absence of family for not exceeding three months in any one year, provided, however, that the personal property above described remains in place in said building during the absence of the family.

GUESTS AND SERVANTS CLAUSE: Not exceeding ten per cent. (10%) of the amount of this insurance may, at the option of the insured, be held to cover the personal effects of guests and servants; loss, if any, to be adjusted with and payable to the insured named in this policy.

LIMITATION OF AMOUNT RECOVERABLE ON ONE ARTICLE: Pictures, paintings, sculptures, curiosities, works of art, articles of virtu, to be valued at not exceeding cost in the event of loss.

OTHER CONCURRENT INSURANCE PERMITTED.

OIL BURNING FURNACE PERMIT—DOMESTIC: In consideration of the rate of premium at which this policy is written, permission is hereby granted, when not in violation of any law, statute or municipal restriction, for the Insured to use in the building described in this policy, One Domestic Oil Burning Furnace, PROVIDED only, that the grade of oil used has a flash point of not lower than 110 degrees Fahrenheit (Closed Cup Test).

PERMISSION is hereby granted the Insured to store on the premises described under Item No. ..... of this Policy two automobiles or other motor vehicles using gasoline for motive power.

LIGHTNING AND ELECTRICAL CURRENT CLAUSE:—(See Statutory Conditions).

Attached to and forming part of Policy No. 32/28330 of the BANKERS & TRADERS INSURANCE CO. LIMITED.

HOBSON, CHRISTIE & COMPANY LTD. Agent.

Secretary

General Agency of
Hobson Christie & Co. Ltd.

Form No. 2—50M-T.—12-39

This Policy is made and accepted subject to the conditions printed hereon, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the insured unless so written or attached.

IN WITNESS WHEREOF, the Bankers & Traders Insurance Company (Limited), of Sydney, Australia, has caused these presents to be signed by one of their British Columbia representatives, acting under power of attorney, but this Policy shall not be valid unless countersigned by a duly authorized agent of the Company, in British Columbia.

G. H. L. Hobson

For HOBSON, CHRISTIE & CO., LTD.
British Columbia Representatives.

Countersigned at VANCOUVER, B.C.

the 31st DECEMBER, 1941

HOBSON, CHRISTIE & COMPANY LTD.
Secretary

AGENT.

ONTARIO, MANITOBA
SASKATCHEWAN, ALBERTA
BRITISH COLUMBIA

STATUTORY CONDITIONS

Misrepresentation 1. If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.

Form of Contract **2.** After application for insurance, if the same is in writing, it shall be deemed that any policy sent to the insured is intended to be in accordance with the terms of the application, unless the insurer points out in writing the particulars wherein it differs from the application, in which case the insured may, within two weeks from the receipt of the notification, reject the policy.

Property Not Insured **3.** Unless otherwise specifically stated in the policy, money, books of account, securities for money, evidences of debt or title, and automobiles, tractors and other motor vehicles, are not insured.

Risks Not Covered **4.** Unless otherwise specifically stated in the policy, the insurer is not liable for the losses following, that is to say:

(a) for loss of or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the policy;

(b) for loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power;

(c) for loss due to the want, within the knowledge of the insured, of good and substantial chimneys; or caused by ashes or embers being deposited, with the knowledge and consent of the insured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the insured, in an unsafe condition or improperly secured; or

(d) for loss of or damage to goods while undergoing any process in or by which the application of fire heat is necessary.

Risks Not Covered Except By Special Permission **5.** Unless permission is given by the policy or endorsed thereon, the insurer shall not be liable for loss or damage occurring:

Repairs *(a)* to buildings or their contents during alteration or repair of the buildings and in consequence thereof; fifteen days being allowed in each year for incidental alterations or repairs without such permission;

Inflammable Substances *(b)* while illuminating gas or vapour is generated by the insured, or to his knowledge, in the building insured or which contains the property insured, or while there is stored or kept therein by the insured, or to his knowledge, by any person under his control, petroleum or any liquid product thereof, coal oil, camphene, gasoline, burning fluid, benzine, naptha, or any of their constituent parts (refined oil for lighting, heating or cooking purposes only, not exceeding five gallons in quantity, gasoline, if contained in a tightly closed metallic can free from leaks and not exceeding one quart in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than is required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds weight of gunpowder, dynamite or similar explosives;

Change of Interest *(c)* after the interest of the insured in the subject-matter of the insurance is assigned, but this condition is not to apply to an authorized assignment under *The Bankruptcy Act* or to change of title by succession, by operation of law, or by death;

Vacancy *(d)* when the building insured or containing the property insured is, to the knowledge of the insured, vacant or unoccupied for more than thirty consecutive days, or being a manufacturing establishment, ceases to be operated and continues out of operation for more than thirty consecutive days.

Explosion and Lightning **6.** The insurer will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gas works, whether fire ensues therefrom or not; and loss or damage by fire caused by any other explosion; but, if electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents is excluded and the insurer shall be liable only for such loss or damage to them as may occur from fire originating outside the article itself.

Material Change **7.** Any change material to the risk and within the control and knowledge of the insured shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the policy, or may notify the insured in writing that, if he desires the policy to continue in force, he must within fifteen days of the receipt of the notice pay to the insurer an additional premium, and in default of such payment the policy shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

Other Insurance **8.** *(a)* If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent. of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void.

(b) The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof.

(c) In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause *(a)* of this condition.

Mortgagees and Other Payees **9.** Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person wtihout reasonable notice to him.

Termination of Insurance **10.** (1) The insurance may be terminated:

(a) subject to the provisions of condition **9,** by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the *pro rata* premium for the expired time;

(b) if on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

(2) Repayment of the excess premium may be made by money, post office order or postal note or by cheque payable at par and certified by a chartered bank doing business in the Province. If the notice is given by registered letter, such repayment shall accompany the notice, and in such case the fifteen days mentioned in clause *(a)* of this condition shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.

Salvage **11.** After any loss or damage to insured property, it shall be the duty of the insured, when and as soon as practicable, to secure the insured property from further damage, and to separate as far as reasonably may be the damaged from the undamaged property, and to notify the insurer of the separation.

Insurance on Goods Moved **12.** If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; the insurer will contribute *pro rata* towards any loss or expense connected with such act of salvage, according to the respective interests of the parties.

Entry, Control, Abandonment **13.** After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make an appraisement or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

Who To Make Proof of Loss **14.** Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or in the like case or if the insured refuse to do so, by a person to whom any part of the insurance money is payable.

Requirements After Loss **15.** Any person entitled to claim under this policy shall:

(a) forthwith after loss give notice in writing to the insurer;

(b) deliver, as soon thereafter as practicable, a particular account of the loss;

(c) furnish therewith a statutory declaration declaring:

(i) that the account is just and true;

(ii) when and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarent knows or believes;

(iii) that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;

(iv) the amount of other insurances and names of other insurers;

(v) all liens and encumbrances on the property insured;

(vi) the place where the property insured, if movable, was deposited at the time of the fire;

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy. The evidence furnished under this clause shall not be considered proofs of loss within the meaning of conditions 18 and 19.

Fraud **16.** Any fraud or wilfully false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

Arbitration **17.** If any difference arises as to the value of the property insured, the property saved, or the amount of the loss, such value and amount and the proportion thereof, if any, to be paid by the insurer shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the insured and the other by the insurer, and a third to be appointed by the persons so chosen, or on their failing to agree, then by a Judge of the County or District Court of the County or District in which the loss has happened; and such reference shall be subject to the provisions of *The Arbitration Act*; and the award shall, if the insurer is in other respects liable, be conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of costs shall be in the discretion of the arbitrators.

When Loss Payable **18.** The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

Replacement **19.** The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild or replace the property within thirty days after receipt of the proofs of loss and shall thereafter proceed with all due diligence to the completion thereof.

Action **20.** Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

Agency **21.** Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be the agent of the insurer for the purpose.

Waiver of Condition **22.** No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

Notice **23.** Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

Subrogation **24.** The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

Form 18—5M—Timms—3-40

TRANSFER OF INTEREST BY ASSURED

***Insert as the case may be:**
"The Purchaser of the Property"
"The Mortgagee of the Property"
"As Collateral Security"

For Value Received, _____ *hereby transfer, assign and set over unto* _____ *of* _____

* _____

all _____ *right, title and interest in this policy of Insurance and all advantage to be derived therefrom.*

WITNESS _____ *hand and seal at* _____ *this* _____ *day of*

(b) if on the cash plan, by the insured giving notice to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

Subrogation 24. The insurer may require the assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

Form 18—5M—Timms—3-40

TRANSFER OF INTEREST BY ASSURED

***Insert as the case may be:**
"The Purchaser of the Property"
"The Mortgagee of the Property"
"As Collateral Security"

For Value Received,_____hereby transfer, assign and set over unto

_____ of_____

*_____

all_____right, title and interest in this policy of Insurance and all advantage to be derived therefrom.

WITNESS_____hand and seal at_____this_____day of

_____19_____

_____Assured.

CONSENT BY THE COMPANY

The Company hereby consents to the above Assignment, subject, however, to all the provisos, conditions and stipulations contained in said policy, or endorsed thereon, it being understood that if the Assignment be made in favor of a Mortgagee, or for collateral security, the Insurance under said policy shall continue in the name of the insured, whose loss, if any, shall be payable to the Assignee, as the interest of such Assignee may appear.

Dated_____19_____ *Agent.*

TRANSFER OF INTEREST BY ASSURED

***Insert as the case may be:**
"The Purchaser of the Property"
"The Mortgagee of the Property"
"As Collateral Security"

For Value Received,_____hereby transfer, assign and set over unto

_____ of_____

*_____

all_____right, title and interest in this policy of Insurance and all advantage to be derived therefrom.

WITNESS_____hand and seal at_____this_____day of

_____19_____

_____Assured.

CONSENT BY THE COMPANY

The Company hereby consents to the above Assignment, subject, however, to all the provisos, conditions and stipulations contained in said policy, or endorsed thereon, it being understood that if the Assignment be made in favor of a Mortgagee, or for collateral security, the Insurance under said policy shall continue in the name of the insured, whose loss, if any, shall be payable to the Assignee, as the interest of such Assignee may appear.

Dated_____19_____ *Agent.*

CANCELLATION OF INTEREST BY PAYEE

THIS IS TO CERTIFY *that all interest in this Policy has ceased.*

Date,_____ *_____Payee.*

REGISTERED *for this Company.*

Dated,_____ *Agent.*

FORM FOR REMOVAL

Permission is hereby granted to remove the property insured by this Policy to the_____

_____

situate_____

_____

and this Policy is hereby made to cover the same property in new locality, all liability in former locality to cease from this date.

Rate increased to_____% Additional Premium $_____

Rate reduced to_____% Return Premium $_____

VANCOUVER, B.C.

Dated,_____ *Agent.*

31st DECEMBER, 1941

SHEET_____BLOCK_____No._____

TRANSFER OF INTEREST BY ASSURED

***Insert as the case may be:**
"The Purchaser of the Property"
"The Mortgagee of the Property"
"As Collateral Security"

For Value Received, _____ *hereby transfer, assign and set over unto* _____ *of* _____

* _____

all _____ *right, title and interest in this policy of Insurance and all advantage to be derived therefrom.*

WITNESS _____ *hand and seal at* _____ *this* _____ *day of* _____ *19*_____

_____ *Assured.*

CONSENT BY THE COMPANY

The Company hereby consents to the above Assignment, subject, however, to all the provisos, conditions and stipulations contained in said policy, or endorsed thereon, it being understood that if the Assignment be made in favor of a Mortgagee, or for collateral security, the Insurance under said policy shall continue in the name of the insured, whose loss, if any, shall be payable to the Assignee, as the interest of such Assignee may appear.

Dated _____ *19*_____ *Agent.*

TRANSFER OF INTEREST BY ASSURED

***Insert as the case may be:**
"The Purchaser of the Property"
"The Mortgagee of the Property"
"As Collateral Security"

For Value Received, _____ *hereby transfer, assign and set over unto* _____ *of* _____

* _____

all _____ *right, title and interest in this policy of Insurance and all advantage to be derived therefrom.*

WITNESS _____ *hand and seal at* _____ *this* _____ *day of* _____ *19*_____

_____ *Assured.*

CONSENT BY THE COMPANY

The Company hereby consents to the above Assignment, subject, however, to all the provisos, conditions and stipulations contained in said policy, or endorsed thereon, it being understood that if the Assignment be made in favor of a Mortgagee, or for collateral security, the Insurance under said policy shall continue in the name of the insured, whose loss, if any, shall be payable to the Assignee, as the interest of such Assignee may appear.

Dated _____ *19*_____ *Agent.*

CANCELLATION OF INTEREST BY PAYEE

THIS IS TO CERTIFY *that all interest in this Policy has ceased.*

Date, _____ _____ *Payee.*

REGISTERED *for this Company.*

Dated, _____ *Agent.*

FORM FOR REMOVAL

Permission is hereby granted to remove the property insured by this Policy to the _____

_____

situate _____

_____

and this Policy is hereby made to cover the same property in new locality, all liability in former locality to cease from this date.

Rate increased to _____ *% Additional Premium $* _____

Rate reduced to _____ *% Return Premium $* _____

VANCOUVER, B.C.

Dated, _____ *Agent.*

31st DECEMBER, 1941

SHEET _____ BLOCK _____ NO. _____

HOBSON, CHRISTIE & COMPANY, LIMITED

GENERAL AGENTS

163 WEST HASTINGS STREET, VANCOUVER, B.C.

British Columbia Statutory Policy

Expires DECEMBER 31, 1944

Property HOUSEHOLD FURNITURE

Amount - - - - - $ 500.

Premium - - - - - $ 3.00

Assured MOTOHARU YOSHIHARA

Policy Number 32 — 28330

Bankers & Traders Insurance Company

(LIMITED)

OF SYDNEY, AUSTRALIA

W. S. YOUNG

It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once.

Bankers & Traders Insurance Company

(LIMITED)

OF SYDNEY, AUSTRALIA

Head Office:
52 Pitt Street,
Sydney, Australia

Directors:

GEORGE WRIGHT, Chairman

JAMES BURNS ALEXANDER MCVERNON

The Hon.
SIR ARCHIBALD HOWIE, K.B., M.L.C.

General Manager:
A. S. LLEWELYN

If this Policy is cancelled the following receipt is to be filled up and signed by the Insured and Payee (if any).

....., 19.....

In Consideration of ..... *Dollars*

Return Premium, the Receipt of which is hereby acknowledged, this Policy is cancelled and surrendered.

..... *Assured.*

The above cancellation and surrender is hereby agreed and consented to.

..... *Payee.*

JOHN GOULD
Marine Surveyor and Appraiser
VANCOUVER, B. C.

CABLES:
"GOULD" VANCOUVER, B. C.
TELEPHONE:
PACIFIC 9046

No.11. A

"M.Y. 1023".

Survey Report

EXHIBIT No. 793-3
DATE October 14/48
FILED BY R. G. Virtue

To whom it may concern:

Name	"M.Y. 1023".		
Official no.	N.W. 022 D.	Type	Troller
Owner	M. Yoshihara.		
Dimensions	L..33 ft. B. 7.5 ft. D 3.5 ft.		
Engines	Gasoline. Vivian.		
Horsepower	15 B.H.P.		
Fuel	Gasoline.		
Tank Capacity	60 Gallons.		
Pumps	None.		
Lighting	Electric.	Drive	Off main engine.
Anchors	None.		
Chains	None.	Rope	None.
Compass	None.		
Stoves	1 Stove.		
Fire Extinguishers	None.		
Valuation	Seven Hundred ($700.00) dollars.		
Estimated Market Value	Seven Hundred seventy ($770.00) dollars.		

Remarks: 2 Valve rods missing.

August 1942.
Vancouver, B. C.

John Gould.
Marine Surveyor

Name of Vessel (船 名)	M. Y.	Official Number (登記番號)	NW 3180	Naval Control Number (海軍省ノ番號)	NW 022 D
Port of Registry (登記港名)	New Westminster	Date of Registry (登記期日)			
Length ⊙ (長サ)	33'	Width ⊙ (幅)	7'6"	Depth ⊙ (深サ)	3'
Make of Engine (Present) (機械ノ名) (現在ノ)	Vivian	Date When Re-Installed (若シ入替ヘタ場合ハ其ノ期日)	1930		
Horse Power (馬力)	15	Knot (Speed) (速力)			
When Hull Built (船体建造期日)	1925	When Hull Rebuilt (若シ改造ノ場合ハ其ノ期日)			
Type of Vessel: (船ノ型)	Seiner セイナー ☐	Packer パッカー ☐	Gill-Netter ギルネット [x]	Troller トローラー ☐	Trawler 底引キ ☐ Other 其他 ☐
Formerly Used as (從來ノ使途)		Value (Replacement) (船價) (建造スル場合)			
Date When Surveyed Last (最近ノ サーベイ サレタル期日)		Value (Present) (船價) (現在ノ)	$ 700.00		
Pace of Operation (使用區域)	Fraser River	Value (Insured) (船價) (保險ヲ附スル場合)			
Charter Rate: 1940 (傭船料金率)		Chartered To: 1940 (傭船先)			
1941		1941			
Amount of Mortgage, If Any (抵當權ノ金額)		Mortgaged To: (抵當權書入先)			
Registered Owner's Name (登錄船主名)	Yoshihara, Motoharu	Actual Owner's Name (現實所有者名)	Yoshihara, Motoharu		
ADDRESS (住所)	Celtic Cannery Vancouver, B. C.	ADDRESS (住所)	Celtic Cannery Vancouver, B. C.		

EXHIBIT No. 793-4
DATE October 17/45
FILED BY A.S. Virtue

⊙ *Please refer to "Certificate" of British Registry" in filling this blank; special attention is required in cases of "Length" "Width" and "Depth"*
此ノ書式ヲ御記入前=充分『登錄證』ヲ御覽下サイ 特=『長サ』『幅』及『深サ』=御注意願ヒマス

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.

31st December, 1942.

EXHIBIT No. 793-5
DATE October 14/48
FILED BY A.S. Matas

To: Mr. Edgar C. Thompson,
Columbia Boat Basin.

This will be your authority to release the Fishing Vessel "M.Y. 1023" Official No NW 3180 to her owner, Joe Martin, Steveston, B. C.

The receipt on this page should be signed by the above and the original retained by you.
Duplicate to be returned to this office.

M. Sullivan
FISHING VESSEL DEPARTMENT

Receipt is hereby acknowledged of the

Fishing Vessel "M.Y. 1023"
Official No. NW 3180

Joe Martin

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 4684 EXHIBIT No.

NAME Motoharu YOSHIHARA REG. No. 08126

DATE
Declaration Apr.19/42
Evacuation Apr.28/42

INVENTORY
Taken by
Date

DETAILS OF CLAIM			SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
			AUCTION	TENDER &c		
At Celtic Cannery, Van. - in Storage House:	Boat:	1 fishing boat - 33' long, 7'6" wide, 3' deep, 15HP Vivian engine, used only 8 season on engine, with complete set of 1 yr.old fishing drum	750.00	345.00		
4 Bureau (in boxes)	Nets	1. Barbour 6¾ x 50 x 110, 2 seasons, cork & lead line	100.00	72.00		
4 beds		2. Barbour 7 x 50 x 80, 1 season, cork & lead line	90.00	45.00		
4 springs		3. Barbour 5¾ x 50 x 80, 1 season, cork & lead line	100.00	25.00		
gramaphone & records		4. Barbour 5⅞ x 50 x 90, x 1 season, cork & lead line	70.00	50.00		
1 lounge		5. Barbour 5⅞ x 50 x 85, 2 seasons, cork & lead line	55.00	25.00		
1 box children's toys		6. Barbour 5½ x 50 x 90, 2 seasons, cork & lead line	70.00	45.00		
1 radio table		7. Barbour 9¾ x 29 x 90, 2 seasons, cork & lead line	75.00	40.00		
1 - 7' saw		8. Rami 6¼ x 50 x 100, 3 weeks without lines	40.00	20.00		
1 table		9. Barbour 5¾ x 50 x 75, 3 seasons, cork & lead lines	45.00	5.00		
children black board		10. 14 Skidges of complete dog fish gear	60.00			30.00
2 box mechanic tools		11. 500 corks & 40 fa. lead line	18.00			18.00
1 Jap festival dolls		12. 300 dog fishing cork	7.00			7.00
1 tire		Total	730.00	327.00		55.00
1 stove	Household goods:					
1 baby carriage		1. Bureau	15.00	4.00		
11 chair		4. 2 pc. set of kitchen cabinet	25.00	7.00		
3 box glass jars		5. Carpet 8 x 12	10.00	2.25		
chimney & roof plate		13. Garden hose (over 50') with nozzle)	2.00	8.50		
1 box sheep wool		15. Radio table	2.00	1.20		
		16. 7 ft. saw, brand new with handle	10.00			10.00
-In Net House		18. Living room table with masonite top	7.00	4.25		
11 pieces as labelled valued at $723.00		19. 29 Buick tire	20.00			20.00
		20. Heater (wood)	10.00			10.00
		29. 1¼" shaft, 2" pipe (all brass)	15.00			
		31. 11 chairs	6.50 (7)	2.75		
		34. Whole set of Dominion Educator book	10.00	2.50		
		39. 6 chimneys & roof plate (never used)	2.25			2.25
		Total	134.75	32.45		42.25
	Other Sales:	Tools		2.85		
		Kitchen utensils		4.40	1.25	
		Misc.		1.15		
				40.85	1.25	
				1.25		
		Total Sale Household Goods		42.10		

Recap: Household Goods.

Items claimed for value of $75.10 Sold at auction for $32.45
Items claimed for value of $42.25 Declared, not found.
Items claimed for value of $15.00 No record at any time.
Items claimed for value of $ 2.40 Not accounted for
$ 134.75 $32.45

Recap: N
Items cla
Items cla
Items cla

o. 4684 EXHIBIT No. CASE No.

o. 08126 VENUE LETHBRIDGE

SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	REMARKS
							Original Vessels Registration form is on file, it lists value of vessel at $700.00. This vessel was appraised (1) by O.W. Phillipson (undated appraisal) for JFVDC to be worth $300. (2) by John Gould for Custodian on August,1942, to be worth $700.00.
345.00							This vessel was sold Dec.31/42 for $345.00 by the Custodian.
72.00							
45.00							
25.00							
50.00							
25.00							Appraised to be worth $35.00 - C.P.Leckie - appraisal on file.
45.00							Appraised to be worth $45.00 - C.P.Leckie - appraisal on file.
40.00							Appraised to be worth $58.00 - C.P. Leckie - appraisal on file.
20.00							Appraised to be worth $20.00 - C.P. Leckie - appraisal on file.
5.00							
		30.00			30.00		Dog fish hooks valued by Japanese at $30.00, appraised by C.P. Leckie at $30.00, now missing
		18.00					
		7.00					
327.00		55.00			30.00		
.00							
.00							
.25							
.50							
.20							
		10.00					
.25							
		20.00					
		10.00					
			15. 00				
.75					(4) 2.40		
.50							
		2.25					
.45		42.25	15.00		2.40		
.85							
.40	1.25						
.15							
.85	1.25						
.25							
.10							

B. MacIskill

EXHIBIT No 793-6
DATE October 14/48
FILED BY G.R.A. Reece

Recap: Nets:

Items claimed for value of	$645.00	Sold by tender for	$327.00
Items claimed for value of	55.00	Declared, not found.	
Items claimed for value of	30.00	Not Accounted for	
	$730.00		$ 327.00

EXHIBIT No. October 14/48

DATE

YOSHIHARA, Motoharu,
Registration No. 08126,
File No. 4684

June 28, 1948. G.E.A. Rice

NET STATEMENT

Cust. No.	Description	Japanese Value	Appraised Value	Sale Price
1501	5/40 x 7 x 50 - 80	$ 90.00	$	$ 45.00
1464	4/40 x 5½ x 50 - 90	70.00	45.00	45.00
1465	10/40 x 9¼ x 29 - 90	75.00	58.00	40.00
1466	6/50 x 6¼ x ? - 110	40.00	20.00	20.00
1467	4/40 x 5⅞ x 50 - 85	55.00	35.00	25.00
Unnumbered	6/40 x 6¾ x 50 - 110			72.00
Unnumbered	5¾ x 50 - 75			5.00
Cannery	4/40 x 5⅞ x 50 - 64			50.00
Cannery	4/40 x 5⅞ x 50 - 75			25.00
	TOTAL SALES.....			$ 327.00

Unaccounted For:

1489	Dog Fish Gear - 1200 hooks	$30.00	$30.00	- - -

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

December 3, 1948.

N. Steeves
Ed.

EXHIBIT No. October 14/48

DATE

FILED BY G.E.A. Rice

Extract of Appraisals on Nets made by Mr. C.P. Leckie, Originals on File G/168/A

November 10/42:

			Value.
C-1464	1 net 40/4 x $5\frac{1}{2}$ x 50 x 90 fa.,	Hung on Lines, 27 lbs.	$45.00
C-1465	1 net 40/10 x $9\frac{3}{4}$ x 29 x 90 fa.,	Hung on Lines 40 lbs.	58.00
C-1466	1 net 50/6 x $6\frac{1}{4}$ x ? x 100 fa.	Stretched, Ramie, 1 year	20.00
C-1467	1 net 40/4 x $5\frac{7}{8}$ x 50 x 85 fa.,	Hung on Lines, Poor Lines,	35.00
C-1489	1 net Dog Fish Skates with total of 1200 hooks		30.00

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

December 3, 1948. M. Stevens
G.A.

EXHIBIT No. 793 - 9

DATE October 14/48

FILED BY G.E.A. Rice

Extract from Appraisals on Vessels made by O.W. Phillipson, Originals in Custodian's office.

Codfisher

1925 M.Y. N W. 022 D

Cond. - Good
Damage Nil

Boat New $500.00

Engine new 800.00

Extras 150.00

Total (new) $1450.00

Value 1942 $300.00

V.15 - 1930

Suggested Negotiation Price $345.00

Codfish plugs in bottom.

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

December 3, 1948. M. Steeves G.L.

793 - 10

EXHIBIT No. October 14/48

DATE

FILED BY G.E.A. Rice

SUMMARY TAKEN FROM VESSELS RECORDS

Date: October 30, 1944

Name: Motoharu YOSHIHARA Reg. No. 04054 File: 4684

Boat File No.: CUSTODIAN 4684

Name of Vessel: "M.Y.1023" 33' x 7'6"x3' (1925) Vivian 15 HP (1930)

Lic. or Reg. No.: New Westminster 3180

Naval No.: NW.022-D

Owner's Valuation: $700.00

JFVDC Valuation: 345.00 Survey NW. 511

Custodian Valuation: 700.00

Date of Sale: December 31, 1942

Purchaser: Joseph Martin

Signature on Sales Papers: Custodian Sale

Selling Price: $345.00

Paid to ~~XXXXX~~ ~~xx~~ Custodian: 345.00

Supervision Costs: 46.86

Balance due Owner: 298.14

Paid to: Cr. Account of Motoharu YOSHIHARA

Location of Boat at Sale: Coal Harbour (exNew Westminster)

Claims Against Canadian Govt.:

Claim #519 (Inventory) Jos. Martin $20.00 (~~Unpaid~~) "Paid"

Additional Information:

"F.M."

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

December 3, 1948. M. M. Steeves E.D.

FORM "JP"

CELTIC CANNERY Vancouver, B. C.

FILE No. 793 - 11

EXHIBIT No.

DATE Oct. 14/48

FILED BY G.E.A. Rice

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: YOSHIHARA Motoharu

HOME ADDRESS: Celtic Cannery, Ft. Blenheim St., Vancouver, B. C.

REGISTRATION NUMBER 08126 SEX: Male AGE: 23

OCCUPATION: Fisherman

(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: Himself

MARRIED? No

NAME OF WIFE OR HUSBAND: ---

ADDRESS OF WIFE OR HUSBAND: ---

NAMES OF ANY LIVING CHILDREN: ---

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:

3. INSURANCE (Give particulars; state where policies are)

4. TAXES (Amount and where payable)

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)

6. OCCUPANCY AND LEASES (If vacant so state)

None

7. STATE WHEREABOUTS OF TITLE DOCUMENTS:

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST:

9. IF FARM LAND STATE CROPS SOWN

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Celtic Cannery, Vancouver, B. C.

6 roomed 2 storeyed wooden frame dwelling house. (family)

2. LANDLORD'S NAME AND ADDRESS: Celtic Cannery, Vancouver, B. C.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: $2.00 per month

All paid up.

4. STATE WHEREABOUTS OF LEASE: None

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

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:

In STORAGE HOUSE: 4 bureau (inboxes) 4 beds, 4 springs, gramaphone & records, 1 lounge, 1 box childrens toys, 1 radio table 1-7' saw, 1 table, children black board, 2 box mechanic tools, 1 Jap. festival dolls, 1 tire, 1 stove, 1 baby carriage, 11 chair, 3 box glass jars, chimney & roof plate, 1 box sheep wool

IN NET HOUSE: 11 pieces as labelled valued at $723.00

(1 gas boat in custody of Navy) #N.W022D

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: $500.00 on furniture Details unknown Policy left 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) None

8. BANK ACCOUNTS: Royal Bank of Canada, Main & Hastings, Vancouver, B. C. (Joint account with father.) $132.00

9. LIFE INSURANCE: Sun Life Assurance Co. of Canada, Vancouver, B. C. Beneficiary, father, Shimetaro. $1500.00 #2216793. Policy in owner's possession.

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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 19th day of April 1942.

(Signature) "N. Yoshihara"

"F.P. Williams"
Witness

FOR DEPARTMENTAL USE I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.

December 3, 1948 M. Steeves

Attached to Exhibit 793 - 11

Received from Custodian for shipment to

Motoharu Yoshihara #08126. from Celtic School

2 Boxes Glassware #2 & 3
1 Bamboo Basket.
1 Ctn. Children's Toys #11
1 Childs' Walker
1 " Blackboard. #19
1 Ctn. Boat Tools #20
1 " Jap Dolls. #21
1 Baby Carriage #25
1 Box Carpenter's Tools #30
2 Crocks and Contents #37
1 Bundle Bed Ends (4)
1 Bdle. Springs (2 & 2)
2 3/4 Bed Springs
1 Couch

To Bowman's W.House.
for Crating & shipping

1 Bureau with mirror #12
1 " without " #22
1 " withGlassware #8
1 Gramaphone #6
1 Mirror for Bureau #40

34

19th Oct. 43

M. D. MacDonald

B. C. Security Comm.

Location South - East
Corner of School
Building

G-165-A

EXHIBIT No. 793 - 12
DATE Oct.14/48
FILED BY G.E.A.Ric

BRITISH COLUMBIA SECURITY COMMISSION

CUSTODIAN RELEASE FORM

Address % Fred Haws,
Barnwell, Alta.

Date Aug. 2/43

EVACUATION SECTION
Rec'd Aug 31 1943
File No. 4684
Ans.
Referred

ToL The Secretary of State, acting in his capacity as Custodian, Vancouver, B. C.

I, Motoharu YOSHIHARA, Policy Registration No. 08126

hereby request you to releast to me the under-noted property

stored at Celtic Cannery School

in possession of B. C. Packers. Ltd. Vancouver. B.C.

and I release you from any claim whatsoever with respect to

such property.

Description of Property:

Box No. 2 - glassware - No. 3. Glassware - No. 6 gramaphone - No.8 bureau with glassware, picture and frames - No. 9. lounge - No. 10 bamboo basket - No. 11 childrens toys - No. 12 bureau with mirror - No. 19 childrens blackboard - No. 20 boat tools - No. 21 Japanese childrens dolls - No. 22 bureau - No. 25 baby carriage - No. 26-2 double beds - No. 27 2 double bed springs - No. 28-2 - 3/4 bedspring - No. 30 carpenter tools - No. 37 - 2 - 6 gal. cradles - No. 42 kitchenware.

Original Address Celtic Cannery, Foot of Blenheim St., Vancouver,B.C.

Date Evacuated to Vancouver

Date Evacuated to Present Address April 30/42

Number in Family - 12 years and over 6

Number in Family - 5 to 11 years old none

Number in Family - under 5 none

TOTAL NUMBER IN FAMILY 6

I agree to pay all charges as required by the British Columbia Security Commission.

APPROVED:
BRITISH COLUMBIA SECURITY COMMISSION

Per: _____ "Motoharu Yoshihara"
Claimant Signs Here

Deposit of $20.00 received Aug. 25/43.
Draft mailed Aug. 27/43.

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

December 3, 1948. N. Steeves
E.L.

Custodian Royal Bank Bldg. Vancouver
Shall ship first opportunity
B.C. Sec. Comm. C. W. Fisher
Vancouver 8/20/43

Two copies to you