Name of Claimant UYENO, Suyeki Case 796

Custodian File 7828

REAL PROPERTY

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

PERSONAL PROPERTY

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

NETS

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

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
411.00	66.50	19.95	46%	280.50	129.03	20.00	2.40	151.38

TOTAL RECOMMENDATION	151.38

1540

CASE NO. 796.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,
October 15th, 1948.

IN THE MATTER OF THE CLAIM OF
SUYEKI UYENO.

PROCEEDINGS AT HEARING.

Original

CASE NO. 796.

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

Lethbridge, Alberta,
October 15th, 1948.

IN THE MATTER OF THE CLAIM OF
SUYEKI UYENO.

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.
MRS. LUCIE HANDFORD,	Official Interpreter.
S.R. HOWARD, Esq.,	Official Reporter.

THE SECRETARY: Case No. 796, Suyeki Uyeno.

SUYEKI UYENO, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q Were you living in New Westminster when or before you were evacuated, Mr. Uyeno?

A Yes.

Q Were you in business there? A: Yes.

Q At 843 Columbia Street? A: Yes.

Q Is that a business street in New Westminster?

A Yes.

Q And what business were you engaged in?

A In the drygoods business.

Q How long had you been in business at that location?

A From 1935 until the beginning of the war.

THE SUB-COMMISSIONER: How long?

MR. VIRTUE: Q: From 1935 onward?

A Until the beginning of the war.

Q And were you in business right up to the time that you were evacuated? A: Yes.

Q And you left your business there when you were moved out of British Columbia?

A Yes.

Q Now, this is a form which we call a summary of evidence, with your name and your former address, and a list of your personal property and store fixtures and so on? A: Yes.

Q Did you prepare this with the assistance of an interpreter? A: I made it up

at home.

Q You made it up at home? A: Yes.

Q Well, you are familiar with this form? You know about this? A: Yes.

Q Is that your signature? A: Yes.

Q Now, all of these goods that are described in this form, did you leave them behind you when you left? A: Yes.

Q Whereabouts did you leave them?

A In 843 Columbia Street.

Q At the place that you were carrying on business?

A Yes.

Q Did you live in the back of the store?

A Yes.

Q Now, what about the prices you have put on these articles; what do you say about that?

A They are much lower thanthe real value.

Q They are much lower than the real value?

A Yes.

Q You know that the Custodian sold all these articles for $75.00; what have you to say about that?

A I did not know they had sold the articles for $75.00; I just received the $75.00.

Q Well, what do you think about that as payment for your goods that you left behind?

A I think it very low.

MR. VIRTUE: I will offer that as the first exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q: I am showing you a photograph; did you ever see that before? A: Yes, this is a

picture of my store.

Q Is this the store in respect of which you are claiming? A: Yes.

Q About when was that picture taken, just roughly?

A About two years before the war.

Q And are these fixtures shown in here the showcases and the counters and so on and so on? Were they in the store when you left? A: Yes.

Q And were they in as good condition when you left as they are shown here? A: There is no difference at all. There are a few more showcases not shown in the picture in the foreground.

Q Yes. Did you have a successful business there? Were you making a living out of it?

A Yes, we were getting on very well.

MR. VIRTUE: I will offer that as the next exhibit.

(PHOTOGRAPH MARKED EXHIBIT NO. 2)

MR. VIRTUE: Q: I show you a fire insurance policy dated the 20th of November, 1941, with $2500.00 on your stock in trade and $500.00 on your fixtures?

A Yes.

Q Did you put that insurance on?

A Yes, I did.

Q That is on the store premises in respect of which you are putting in a claim?

A Yes.

MR. VIRTUE: I will put that in as an exhibit.

(POLICY MARKED EXHIBIT NO. 3).

MR. VIRTUE: Q: And I show you a letter dated June 3rd, 1942; that was the year that you were evacuated?

A Yes.

Q Is that your signature? A: Yes.

Q Where were you when you signed that letter?

A 120 Tenth Street.

Q Were you still in Vancouver at that time? I mean in New Westminster? A: Yes.

Q You were still there? A: Yes.

Q In this letter you accept $190.00 for your stock in trade, as listed here? A: I owed the wholesale company $105.00 and a few cents, and I requested them to sell these articles to cover the debts.

Q Did you think $190.00 was a fair price for your stock in trade? A: No, not at all.

Q Not at all? A: No.

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

MR. RICE: That letter is from the Custodian's file.

(LETTER MARKED EXHIBIT NO. 4).

MR. VIRTUE: Q: Here is a letter which the Custodian wrote to you on February 23rd, 1948, and he sent you a list of goods moved to the Buddhist Temple. You got that, did you? Did you get that letter?

A Yes, I think I received it.

Q Yes. Iwill put this in, sir, and the object is merely to show that there was a large list of chattels moved from his premises to the Buddhist Temple at 120 Tenth Street, and there is a list of the articles which were moved.

(DOCUMENTS MARKED EXHIBIT NO. 5).

MR. VIRTUE: I haven't checked every item in there, but

it seems to me to include practically all the items which we are claiming for. And they were moved, apparently, in June, 1942.

I would ask to see a list which is, I think, at the very back of my learned friend&s Custodian file, undated, and it is attached to a report of McLeod & Company of May 18th, 1942. It is a long list and comes right at the back of the file. All right, thank you.

MR. RICE: I am submitting, your Honour, that the chattels were sold for their fair market value. I am submitting that any chattels that the Custodian can in any way be held responsible for, I submit that the claim made to the same is exorbitant.

I tender as an exhibit an analysis of personal property claim, to which is attached a me_morandum and a summary.

(DOCUMENTS MARKED EXHIBIT NO. 6).

MR. RICE: I am submitting as one exhibit two reports of Alfred W. McLeod Limited, Estate Managers in Vancouver, respecting the chattels owned by this claimant, which, apparently, were turned over to Alfred W. McLeod Limited to handle. One letter and report is dated May 19th, 1942, the other July 11th, 1942; a letter and a report in each case.

MR. VIRTUE: I take it those will go in on the usual basis, for information; that is, McLeod & Company will have to be called.

MR. RICE: Yes.

(DOCUMENTS MARKED EXHIBIT NO. 7).

CROSS EXAMINATION BY MR. RICE:

Q I show you a J.P. form dated the 6th of May, 1942 (indicating); will you look at that document and tell me if it was completed and signed by you? A: Yes.

(J.P. FORM MARKED EXHIBIT NO. 8).

MR. RICE: Q: I show you a proof of claim form that you completed on the 13th of November, and swore to on the same date (indicating); will you look at that document and tell me if you completed it and swore to it? A: Yes.

Q You did? A: Yes.

MR. RICE: I will tender that, your Honour.

(PROOF OF CLAIM MARKED EXHIBIT NO. 9).

MR. RICE: Q: You have already submitted a letter showing that you authorized the sale of your stock in trade for $190.00. Tell me why you filed a claim and swore that the Custodian owed you $673.60 in November last?

A In the first place, I asked them to sell the articles for what they could get and pay the debt of $105.00 odd, but they sold the entire amount on the list for $190.00 without my authority.

Q You signed a letter which has been produced here as an exhibit, No. 4, authorizing McLeod & Company to sell your stock in trade for $190.00?

A I didn't notice that they had put the amount of $190.00 in the letter at the time I signed it.

THE SUB-COMMISSIONER: Exhibit 4, Mr. Rice, refers only to the stock in trade.

MR. RICE: That is right.

THE SUB-COMMISSIONER: And not to fixtures.

MR. RICE: I am referring only to stock in trade, your Honour.

THE SUB-COMMISSIONER: Because the claim as filed does not include any stock in trade.

MR. VIRTUE: That is right, sir. The original proof of claim included this stock in trade, but the summary of evidence and the present claim we are not making any claim for the stock in trade.

MR. RICE: That is right. In 1942 he authorized McLeod & Company to sell his stock in trade for $190.00; and in 1947 he swears that the Custodian has his property worth $673.60 and files a claim for the same.

THE SUB-COMMISSIONER: I see.

MR. RICE: Q: Isn't it set forth in that letter clearly that "this tender is for $190.00 and covers the purchase of the following stock which was listed by me with the Custodian"?

A This letter was sent to me while I was still in New Westminster.

Q And you signed it and returned it to McLeod & Company? A: I was called to the office and told to sign this and I did so, but it was on the understanding they were going to pay the $105.00 out of the proceeds.

Q And you were told that they had a tender for your stock in trade amounting to $190.00, and you told them to accept the same? A: No, I don't think

I said that at all. I just told them to pay the $105.00 and the odd cents.

Q From what? A: When the articles were sold.

Q When the articles were sold. Did you tell them to sell the articles? A: Yes, I had told them they could sell the articles, but I didn't notice the $190.00.

Q I am putting it to you: Didn't you tell them to sell the articles for $190.00? They told you they had a bid for that amount and that is why they sent for you to come and you signed that letter?

A No, I just told them they could sell the articles and pay that debt for me, and when they agreed to do that then I signed it as they told me to.

Q And you don't know what they were selling your stock in trade for? A: I didn't know what the amount of the sale would be, but I think -- I don't remember telling them $190.00 anyway; I think that is far too little.

Q So that you were foxy enough to file a claim against the Crown for the same chattels; and how could you do that when you knew they had been sold and your debt paid out of it?

A I received a letter from the Custodians telling me that the articles had been sold for that amount and, therefore, I wrote back and said, "Why is it that they were sold for such a small amount?"

Q Why did you authorize them to be sold at such a

small amount? You knew what they were doing? You could speak English to my learned friend when you were talking to him; but you have to talk through an interpreter now.

MR. VIRTUE: Now, my learned friend is making a statement that he can speak English. He can speak a few words of English, of course, but he requires an interpreter. When my learned friend starts telling this witness by reading his mind that he can speak English, and only asked for an interpreter when talking to him, he is going too far.

MR. RICE: Q: How long had you been in business? How long before you were evacuated?

A From 1935 up to the time I left.

Q To 1942? A: Yes, the beginning of the war.

Q And you were manager of that business, were you?

A Yes.

Q And you say when you went into McLeod & Company's office and signed that document that you didn't know what you were signing any more than they were going to sell some of your property and pay your debts, is that so? A: I didn't notice the $190.00 when I signed it.

Q Did they tell you that they had a tender for that property, that is, for your stock in trade?

A No, I didn't hear about that.

Q It is strange you can remember a part of that better and you can't remember the other part.

MR. RICE: I wish to refer your Honour to a report

of McLeod & Company submitted on May 19th, 1942, to the Custodian, which reads in part,

> "We would suggest that the stock and fixtures could be sold en bloc or separately, by our advertising them. We do not believe it would be possible to realize an amount anywhere near the value the owner has placed on them. His values on the stock are a little high, but we consider his value on the fixtures very much out of line."

THE SUB-COMMISSIONER: Who is that written to?

MR. RICE: That is a report from McLeod & Company to the Custodian.

THE SUB-COMMISSIONER: To the Custodian?

MR. RICE: Yes. And apparently when this claimant authorized his stock in trade that he valued at $673.60 be sold at $190.00 it was a bit out of line, and I am submitting that the value of the fixtures is just as much, if not more, out of line.

MR. VIRTUE: I will ask my learned friend to produce a letter of which I now show him a copy.

MR. RICE: I haven't got it here. I may have it in the other file.

RE DIRECT EXAMINATION BY MR. VIRTUE:

Q Well, I will ask the witness this question: Can you read English? A: I am afraid I can't. I left everything to my daughter.

Q Well, can you write English? A: No, not very much.

Q Well, there is a letter, and I guess you will have to read it over to him and ask him if he wrote that, or if his daughter wrote it for him, and sent it to the Custodian. If he remembers writing the letter you don't need to read it all to him, we will read it out.

A Yes, I remember this letter.

Q Your daughter wrote that for you and sent it to the Custodian?

MR. RICE: Let him say who wrote it.

A No, my daughter was away at the time so that I got a friend to write it for me.

Q You got a friend to write it for you?

A Yes.

Q And did you send it to the Custodian?

THE SUB-COMMISSIONER: What is the date of it?

MR. VIRTUE: It is undated, but it reads,

"General Delivery,
Taber, Alberta.

"The Japanese Property Claims Commission,
Court House,
Vancouver, B. C.

Dear Sirs:

"In regards to my property claims, I have a letter from the Custodian that I had signed a letter stating in approval of selling my stock which was left at the store (843 Columbia Street, New Westminster, B.C.) for the sum of $190.00.

"To this date I have no reason, nor any

knowledge of writing such a letter, and committing myself to such an indefinite understanding.

"I have though written and signed a letter stating that it would be with my approval that the A. W. McLeod Limited (Manager - Mr. A. W. MacLeod) of 50-52 Sixth St. New Westminster,) sell the stock what was left in the store, and pay with that $105.19 to three wholesale houses which I was in debt. Have knowledge of the above request of paying to wholesale houses.

"Since I have no letter stating the prices of the above stock sold I would like to have a complete report of the transaction of the stock and together with the personal chattels which I also left behind.

"Since the Custodian said that I had written a letter saying that I would sell the stock for $190.00 (I have no knowledge of that) I would appreciate very much if you could send me a copy of that letter of which I think the Custodian never has; Hoping that in the end the truth with out, I remain

Yours truly,

Suyeki Uyeno."

THE SUB-COMMISSIONER: What is the receiving date?

MR. VIR TUE: This is a copy of the letter which was sent and my learned friend hasn't it in his own file.

(LETTER MARKED EXHIBIT NO. 10).

MR. VIRTUE: Now, all I want to say about this transaction is this -- fortunately, this photograph turned up at the last minute.

THE SUB-COMMISSIONER: The which?

MR. VIRTUE: Fortunately, this photograph turned up at the last minute and speaks for itself. Our position will be that this business, a going concern, a going business, should have been sold as a going concern, and in that event a fair price would have been obtained for the stock in trade, not a distress price such as it was sold for, and a fair price would have been obtained for the fixtures.

Now, apparently this man was in New Westminster up to the time when at least the stock was sold, and he could have been left running the store so that the store could have been kept going and sold as a going concern. It was evidently a nice little business, and all he realized out of it was $190.00 plus $75.00.

THE SUB-COMMISSIONER: But the claim is based only on the value of the things listed in Exhibit 1.

MR. VIRTUE: Yes, that is right, sir.

THE SUB-COMMISSIONER: Why is all this conversation about the stock in trade that was sold?

MR.VIRTUE: Only to show the general circumstances, that is, the nature of the sale and the way it was sold, that's all. In other words, we are not claiming now, we realize now, whether we understood it or not at that time, that the letter approving the sale for $190.00 is binding on us. It might

have been under duress, but it is too late to go into that now. It is merely to show all the circumstances.

MR. RICE: My purpose was to show that this man deliberately attempted to defraud the Custodian of this amount of money.

MR. VIRTUE: My learned friend has that in his mind constantly. He seems to forget the circumstances under which these people were thrown out of British Columbia, and he has that in his mind constantly.

MR. RICE: After selling the articles for $190.00 he turns around and tries to claim $670.00 for the same things.

MR. VIRTUE: He makes a distress sale.

MR. RICE: Not a distress sale at all;he authorized it. Why did he come back and claim three or four times the amount of his original claim after he had himself authorized the sale of the same articles for $190.00?

MR. VIRTUE: I think probably if this were heard as a civil action that the distress sale wouldn't be upheld; but we can't go into that now.

MR. RICE: There are cheque artists and other people in Police Court every day on evidence like this claimant has brought out against him.

MR. VIRTUE: There are people in Police Court every day for doing things that the underlings of the government did in connection with these Japanese.

THE SUB-COMMISSIONER: What does strike me is this,

that on the 13th of November, 1947, he filed a claim for goods which he does not now make any claim for at all.

MR. RICE: This letter was a little too hot.

THE SUB-COMMISSIONER: That is what Mr. Rice had in his mind, when he first approached it, why he claimed at all.

MR. VIRTUE: It was a sale under duress, and we brought out all that evidence.

THE SUB/COMMISSIONER: He didn't say that on his claim at all.

MR. RICE: He forgot about the letter. He forgot that they had that letter on file.

I have an answer to that letter which my learned friend has just put in as an exhibit.

THE SUB-COMMISSIONER: You have something else?

MR. RICE: I would like to put in this letter, which is an answer to the letter my learned friend put in, dated March 31st, 1948, written to the claimant at Taber, Alberta.

"We have received today your letter undated and on looking at your file we find that on the 13th December, 1945, we sent you a copy of your acceptance dated June 3rd, 1942, of the tender for $190.00 received by Messrs. A. W. McLeod Limited for goods listed by you.

"Please also refer to our letter of October 4, 1945, with which we enclosed Auction SaleSheets showing how much received for

the various items."

THE SUB-COMMISSIONER: What date is that?

MR. RICE: That is March 31st, 1948.

THE SUB-COMMISSIONER: That is a copy of a letter?

MR. VIRTUE: I am willing that the copy go in. It shows that this letter of which we had only a copy did reach the Custodian, and he had it.

MR. RICE: My learned friend will admit that is a copy of a letter written to the claimant?

MR. VIRTUE: Yes.

MR. RICE: I will tender it, your Honour, as an exhibit.

(LETTER MARKED EXHIBIT NO. 11).

MR. RICE: You must bear in mind, your Honour, that in this claim which he filed in November he swore to it then that the Custodian had to account to him for $670.00 odd dollars worth of merchandise or stock in trade, and then when he was confronted with the fact that he had himself ordered it sold for $190.00 he withdraws his claim.

MR. VIRTUE: And which we still maintain in all equity would be a fair claim against the Custodian; and if there were any fairness on the part of the Custodian he would pay it.

THE SUB-COMMISSIONER: It may be that Exhibit 10 was written between the 13th of November, 1947, and the 31st day of March, in view of the date of this letter.

MR. VIRTUE: I think it probably was.

THE SUB-COMMISSIONER: I mean, this is an answer apparently to the other letter and acknowledges

receipt of the other letter; that is, this Exhibit 11 apparently acknowledges the receipt of Exhibit No. 10.

MR. VIRTUE: I think so. I don't think there is any doubt that it was.

THE SUB-COMMISSIONER: Anything else?

MR. VIRTUE: That is all, thanks.

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

1878 Re Case No. 796.

NOV 27 1947

Proof of Claim

Left

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: SUYEKI UYENO

   Registration No. 08297

2. Claimant's address at the time of his evacuation from the protected area:
   843 Columbia St., New Westminister, B. C.

3. Claimant's present address:
   Taber, Alberta

4. Claim relating to real property:

   (a) Street address of real property:

   (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:

843 Columbia St., New Westminister, B. C.

(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:

Left Store fixtures, furnitures and stocks in the store, in the care of Mr. A. Ktsua, 52 6th St., New Westminister, B. C.; key to the premises were also left with him.

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

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:

Fixtures, Furnitures Etc.		
Glass show case	(3)	$150.00
Wood show case	(3)	75.00
Cash register	(1)	50.00
Counter	(1)	25.00
Shelves		200.00
Tables	(2)	15.00
Mirror	(1)	25.00
Window stands	(30)	30.00
Clock	(1)	10.00
Cheque writer	(1)	15.00
Ladders	(2)	15.00
Paper roll holders	(2)	10.00
Files	(3)	3.00
Chairs	(9)	9.00
Pantry contents	(2)	2.00
Beds	(3)	45.00
Stoves	(2)	25.00
Bath	(1)	25.00
Chiffonier	(1)	10.00
Carriage	(1)	3.00
Rubber hose	(2)	4.50
Tables	(2)	20.00
		784.50

Stocks		
Summer underwear	(39)	$ 29.25
Dress shirt	(90)	157.50
Work shirt	(11)	5.50
Scarf	(11)	6.60
Pants	(8)	36.00
Overalls	(8)	10.00
Sweaters	(12)	27.00
Wool Underwears	(34)	51.00
Ties	(70)	52.50
Caps	(78)	97.50
Hats	(21)	27.25
Spring underwears	(40)	36.00
Dress shirts	(59)	103.25
Rain pant	(1)	2.75
Shoes	(7)	31.50
		673.60

Total value of Fixtures, Funitures and stocks--- $1458.10.

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

$1458.10

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

7. An Interpreter will ..... be required.

DATED this 13th day of ~~October~~ November, A.D. 1947.

Lawson Sanderson
Witness to Signature of Claimant.

Seijehei Ueno
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

I, SUYEKI UYENO
(Full Name of Claimant)

of TABER, ALBERTA. FARMER
(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:

Received cheque from Custodian to the amount of $75.00

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 13 day of November
A.D. 1947.

Suyeki Uyeno

Lawson Saunderson
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. 144

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Suyeki UYENO

EXHIBIT No. 196-1
DATE October 15/48
FILED BY G. G. Virtue

2. Registration Number: 08297

3. Present Address: Taber, Alberta

4. Address Prior To Evacuation: 843 Columbia St., New Westminister, B. C.

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
3 glass showcases	1935	$ 210.00	$ 150.00	
3 wooden showcases	1935	100.00	75.00	
1 cash register	1935	75.00	50.00	
1 counter	1935	40.00	25.00	
shelves		250.00	200.00	
2 tables	1935	20.00	15.00	
1 mirrow (big)	1935	30.00	25.00	
30 window stands	1935	37.50	30.00	
1 clock (big)	1935	15.00	10.00	
chegus writer	1935	20.00	15.00	
2 ladders	1935	17.00	15.00	
2 paper roll holders (big)	1935 1940	6.00 4.50	10.00	
3 Files			3.00	
9 chairs			9.00	
pantry contents			2.00	
3 Beds	1932 1935 1940	15.00 20.00 35.00	45.00	
2 stoves	1935 1937	15.00 25.00	25.00	
1 bath	1939	35.00	25.00	
1 chiffaner	1935	16.00	10.00	
1 carriage	1938	5.50	3.00	
1 rubber hoses (50 F)	1941	5.25	4.50	
2 tables	1935	25.00	20.00	
			$766.50	

(ADD ADDITIONAL PAGE IF NECESSARY)

(IF CLAIM FOR VESSEL DESCRIBE ON SEPARATE SHEET NUMBERED 6 A)

PAYMENTS RECEIVED FROM CUSTODIAN ON PERSONAL PROPERTY

Item:	Year:	Month:	Amount.

Total: $ 75.00

Total Claim for Personal Property ..... $ 766.50

Deduct Payments from Custodian ..... $ 75.00

Net Loss on Personal Property ..... $ 691.50

I Certify the above to be True and Correct.

Chas. H. Vail
Witness

Sueyoki Uyeno
Signature of Claimant.

EXHIBIT No. 796-2
DATE October 15/48
FILLED BY A. G. Virtue



SUVIEKI UVIENO

EXHIBIT No. 796-2
DATE October 15/48
FILED BY A.C. Vitus

GUARANTEED BY
UNION ASSURANCE SOCIETY LTD.
OF LONDON, ENGLAND

FIRE POLICY

No 205751

SUM INSURED

$ 3,000.00

THE NORTH WEST FIRE INSURANCE COMPANY

VANCOUVER BRANCH

EXHIBIT No 796-3
DATE October 15/48
FILLED BY A.L. Virtue

Agency VANCOUVER, B.C. Rate 1.09% Premium $ 32.70

In Consideration of the stipulations herein named

and of THIRTY-TWO ..... 70/100 Dollars Premium,

THE NORTH WEST FIRE INSURANCE COMPANY, hereinafter called the Insurer

Does Insure SUEKI UYENO, hereinafter called the Insured,

for the term of TWELVE-MONTHS from the TWENTY-THIRD day of NOVEMBER, 19 41

at noon, to the TWENTY-THIRD day of NOVEMBER, 19 42 at noon,

against all direct loss or damage by fire, except as hereinafter provided, to an amount not exceeding

THREE THOUSAND ..... 00/100 Dollars

to the following described property while located as described herein and not elsewhere, to wit:

MERCANTILE BUILDING AND CONTENTS

1. $ Nil. On the two story brick **building** with patent roof,
and its additions communicating and in contact therewith, foundations, landlord's permanent fittings and fixtures attached thereto and forming part thereof, including frescoes and plate glass, occupied as Stores, Restaurant & Rooms,
Situate and being #843 on the North side of Columbia Street, between McNeely & McInnes Streets, in the City of NEW WESTMINSTER, B.C.

IT IS UNDERSTOOD & AGREED that this Policy does not extend to cover property insured while in addition in rear of the above described building and shown as Risk #41 on Insurance Map.

Storm doors and windows, door and window screens and shutters belonging thereto are also held covered while contained in the above described building or on the premises.

2. $ Nil. On rents or rental value of the building described above, subject to the conditions of the rent clause attached hereunto.

3. $ 2,500. On stock in trade, consisting principally of Dry-goods and such other merchandise as is usual to the business of a Retail Dry-goods Store,

all being the property of the Insured or sold but not removed; and (provided the Insured shall be liable by law for loss or damage thereto or shall have specifically assumed liability therefor), this insurance shall also cover stock-in-trade held in trust, or on commission, or left for storage or repairs, but loss thereon shall be adjusted with and payable to the Insured named in this policy; all only while contained in the above-described building.

4. $ 500. On Dry-goods Store (State Specific Occupancy) trade and office furniture, fixtures (other than landlord's fixtures), fittings, utensils, and all other trade and office contents, excluding stock-in-trade and patterns, only while contained in, or on the above-described building.

5. $ Nil. On household furniture, supplies and personal effects (including paintings, sculpture, curiosities, works of art, articles of vertu, all at not exceeding cost), printed books, plate, plated ware, jewellery, scientific and musical instruments, clocks, watches, trinkets and mirrors, the property of the Insured or of any member of the Insured's family, all in private use and only while contained in the above described building.
Not exceeding ten per cent. of the amount insured under this item 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.

6. $ Nil. On the story **building** with roof,
and its additions communicating and in contact therewith, only while occupied as
and situate

7. $ Nil. On stock-in-trade, consisting principally of
only while contained in last above-described building.

8. $ Nil. On

$ 3,000.00 B.C.U.A. map reference: Vol. Sheet 4 Block 49 No. 48-843

Loss, if any, on Buildings only, payable to --

subject nevertheless, to all the terms and conditions of this policy.

OTHER CONCURRENT INSURANCE PERMITTED.
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.
THIS INSURANCE DOES NOT COVER MOTOR VEHICLES unless specifically mentioned.
PERMISSION GRANTED to make ordinary alterations or repairs not to exceed fifteen days at any one time, but it is understood and agreed that extraordinary alterations, repairs or additions are prohibited without notice to and the consent of this Company obtained in writing.
LIGHTNING AND ELECTRICAL CURRENT CLAUSE:—See Statutory Conditions.

Attached to and forming part of Policy No. 205751 of The North West Fire Insurance Co.
TANAKA INSURANCE AGENCY 田中保険代理社

Dated 23rd. November, 1941

Per ..... Manager Agent.

BC STANDARD FORM UA

No. 2 (April, 1939)
15M-6-41

BOARD INSURANCE

Provisional Receipt No. –

This Replaces Policy No. ..... Cancelled / 205103 Expired

PLAN REFERENCE: Sheet No. 4 Block No. 49 Risk 48-843 New Westr.

PROVIDED THAT if the Insured shall pay or cause to be paid to the Insurer the said premium at or before the commencement date of the term aforesaid, and if the Insurer shall have accepted the said premium, then the Insurer will pay or make good to the Insured all such direct loss or damage which the Insured shall suffer by Fire on the property hereinbefore mentioned, not exceeding in respect of the several matters above mentioned the sums hereby insured thereon respectively, **AND PROVIDED FURTHER** that this policy is subject to the conditions and stipulations endorsed hereon or annexed hereto, which conditions and stipulations are hereby declared and agreed as constituting the basis of this Insurance.

IN WITNESS WHEREOF, the undersigned being fully authorized hereunto has subscribed his name to these presents, to be valid only when countersigned by a duly authorized Agent of the Insurer.

THE NORTH WEST FIRE INSURANCE COMPANY

TANAKA INSURANCE AGENCY
田中保険代理社

Countersigned:

Per ..... Manager

At Vancouver, B.C.,

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, naphtha, 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 gasworks, 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 without 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; and 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 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 declarant 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 moveable, 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.

ASSIGNMENT FORM AND CONSENT THERETO

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto

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

.....
.....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.....

Signed, Sealed and Delivered in presence of

{S}

.....

.....

THE NORTH WEST FIRE INSURANCE 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*

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto

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

.....
.....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.....

Signed, Sealed and Delivered in presence of

{S}

.....

.....

THE NORTH WEST FIRE INSURANCE 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*

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto

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

.....
.....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.....

Signed, Sealed and Delivered in presence of

{S}

.....

.....

THE NORTH WEST FIRE INSURANCE 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*

only while contained in last above-described building.

8. $ Nil. On

$ 3,000.00 B.C.U.A. map reference: Vol. Sheet 4 Block 49 No. 48-843

Loss, if any, on Buildings only, payable to --

subject nevertheless, to all the terms and conditions of this policy.

OTHER CONCURRENT INSURANCE PERMITTED.

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.

THIS INSURANCE DOES NOT COVER MOTOR VEHICLES unless specifically mentioned.

PERMISSION GRANTED to make ordinary alterations or repairs not to exceed fifteen days at any one time, but it is understood and agreed that extraordinary alterations, repairs or additions are prohibited without notice to and the consent of this Company obtained in writing.

LIGHTNING AND ELECTRICAL CURRENT CLAUSE:—See Statutory Conditions.

Attached to and forming part of Policy No. 205751 of The North West Fire Insurance Co.

TANAKA INSURANCE AGENCY
田中保險代理社

Dated 23rd. November, 1941

Per ..... Manager Agent.

B.C. STANDARD FORM U.A.

No. 2 (April, 1939)
15M-6-41

CANCELLATION RECEIPT

$..... ....., 19

Received *from* **THE NORTH WEST FIRE INSURANCE COMPANY,**

the sum of ..... *Dollars, in consideration of which this Policy is hereby cancelled and surrendered and the Provisional and Renewal Receipts, if any, for this policy, acknowledged to be of none effect.*

WITNESS..... .....
INSURED.

WITNESS..... .....
Mortgagee.

How Cancelled.....

FIRE POLICY
No. 205751

INSURED MR. SUEKI UYENO.

PROPERTY STOCK and TRADE & OFFICE FURN. & FIX.

AMOUNT $3,000.00 *PREMIUM* $32.70

EXPIRATION 23rd. NOVEMBER, 1942.

THE
NORTH WEST FIRE
INSURANCE COMPANY

GUARANTEED BY
Union Assurance Society Limited
of London, England

Branch Office for the Provinces of
BRITISH COLUMBIA and ALBERTA
VANCOUVER, B.C.

TANAKA INSURANCE AGENCY
田中保險代理社
GENERAL INSURANCE
PHONE HIGHLAND 2571
415 POWELL STREET VANCOUVER, B.C.

FOR YOUR OWN SECURITY, PLEASE READ YOUR POLICY, AS ON ITS CONDITIONS ONLY THE COMPANY IS LIABLE; AND IF IT BE NOT MADE OUT IN ACCORDANCE WITH YOUR APPLICATION IMMEDIATELY RETURN IT FOR ALTERATION.

FORM OF REMOVAL

Permission is hereby granted to remove the property insured under (1st, 2nd, 3rd or all,)

items of this policy to the story building built of

and roofed with only while occupied as

and situate

Insurance map references: Sheet *Block* *No.*

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.

Dated 19 .

Agent.

New Rate.....%

Extra Prem. $.....

Return Prem. $.....

843 Columbia Street,
New Westminster, B. C.,
June 3rd, 1942.

Messrs. Alfred W. McLeod Limited,
50-52 Sixth Street,
New Westminster, B. C.

EXHIBIT No. 796-4
DATE October 15/48
FILED BY
G. M. Vickers

Dear Sirs:-

I hereby accept the Tender which you have received for all of the stock which I left in the Togo Clothing Store, 843 Columbia Street, New Westminster. This Tender is for ONE HUNDRED NINETY DOLLARS ($190.00) and covers the purchase of the following stock which was listed by me with the Custodian:-

9 Boxes Summer Underwear	34 Wool Underwear
4 Boxes Summer Underwear	70 Ties
33 Dress Shirts	78 Caps - 21 Box Hat
11 Work Shirts	40 Spring Underwear
11 Scarfs	59 Dress Shirts
8 pr. pants	1 pr. Rain Pants
8 sweaters	7 Boxes Shoes

I would ask you to pay the following accounts from the proceeds of the sale, which are owing my Wholesalers:-

H. S. Chachter, Reg'd., 1618 St. Lawrence Blvd., Montreal	$ 17.50
Alfred Lambert, 26 Notre Dame, Montreal	30.82
MacKay, Smith, Blair & Co., 206 Cambie St., Vancouver, B.C.	57.17

These are all of the accounts that are owing in connection with the business.

Yours very truly,

S Togo

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE No. 7828

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

February 23, 1948.

EXHIBIT No. 796-5
DATE October 15/48
FILED BY A. G. Virtue

Mr. Suyeki UYENO,
Registration No. 08297,
Taber, ALBERTA.

Dear Sir:

We are in receipt of your letter of the 16th instant and, in accordance with your request, we are enclosing herewith list of chattels removed from 843 Columbia Street, to 120 - 10th Street, New Westminster, B. C., by the Custodian.

Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN

WJJ/HMS
Enc.

C
O
P
Y

C. Uyena - Ex. 843 Columbia Street, to Buddhist Temple
120 10th St.
c/o Alfred McLeod Ltd., Letter June 10th, 1942.

1	Table	#1
2	Couch Ends	#2/3
1	High Chair	#4
1	Paper Holder	#5
1	Chair	#6
1	Couch Back	#7
3	Step Ladders	#8/10
5	Chairs	#11/15
1	Book Shelf	#16
1	Bdl. Files	#17
1	Suitcase Tools	#18
1	Cupboard	#19
1	Showcase	#20
1	Dresser Mirror	#21
1	Clock	#22
1	Cupboard	#23
2	Screens	#24/25
1	Chest Drawers	#26
1	Child's wagon	#27
1	Go Cart	#28
1	Kitchen Cupboard	#29
1	" Table	#30
1	Book Shelves	#31
1	Garbage Can	#32
1	Heater	#33
1	Carton	#34
1	Water Heater	#35
1	Chair	#36
1	Counter	#37
1	Check Stamp	#38
1	Long Table	#39
1	Counter	#40
1	Counter & Contents	#41
1	Glass Showcase(Cracked)	#42
2	Bed Ends	#43/44
1	Bdl. Bed Rails	#45
1	Bed Spring	#46
1	Stove	#47
1	Table	#48
1	Wall Showcase	#49
1	Mirror	#50
1	Stove Pipe	#51
1	Three Cornered Show Case - To come	

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 7823 EXHIBIT No.

NAME (Mr.) Suyeki UYENO REG. No. 88297

DATE
DECLARATION May 6/42
EVACUATION June 25/42

INVENTORY
TAKEN BY
DATE

All to be left in back of store at 843 Columbia St., New Westminster, B. C.:

Glass Showcase
Wood Showcase
Cash Register
Counter, Shelves
Tables
Chairs
Mirror
Window Stand
Pantry
Beds
Stoves
Bath
Ciffoneer
Watch (Large)
Ladder
Chairs
Carriage
Personal Clothing

Stock in trade:
9 box-Summer Underwear
4 box-Summer Underwear
33 Dress Shirts
11 Work Shirts
11 Scarf
8 Pants
8 Sweater
34 Wool Underwear
70 Ties
78 cap
21 Hat
40 Spring Underwear
59 Dress Shirts
1 Rain Pants
8 box - shoes.

Note:
Wood steps, Bookshelf, Cupboard, Counter shelf, 3 cornered showcase) also abandoned.

DETAILS OF CLAIM

Fixtures, Furnitures etc.

			SALES: AUCTION		SALES: TENDER &c		SOLD WITH REAL PROP.	DECL. NOT FOUND
Glass Show Case	(3)	$150.00	M	10.00				
Wood Show case	(3)	75.00	M	.75				
Cash register	(1)	50.00			M	20.00		
Counter	(1)	25.00						
Shelves		200.00						
Tables	(2)	15.00	F	2.00				
Mirror	(1)	25.00	F	3.50				
Window Stands	(30)	30.00						
Clock	(1)	10.00	F	2.00				
Cheque Writer	(1)	15.00	M	3.25				
Ladders	(2)	15.00	M	2.50				
Paper roll holders	(2)	10.00						
Files	(3)	3.00	M	2.75				
Chairs	(9)	9.00	F	3.50				
Pantry contents	(2)	2.00	K	4.25				
Beds	(3)	45.00	F	5.75				
Stoves	(2)	25.00	F	18.00				
Bath	(1)	25.00						
Chiffonier	(1)	10.00	F	3.00				
Carriage	(1)	3. 00	Spec.	3.00				
Rubber Hose	(2)	4.50						
Tables	(2)	20.00	F(1)	2.25				
Summer underwear	(39)	29.25						
Dress shirt	(90)	157.50						
Work shirt	)11)	5.50						
Scarf	(11)	6.60						
Pants	(8)	36.00						
Overalls	(8)	10.00						
Sweaters	(12)	27.00						
Wool Underwears	(34)	51.00			M	190.00 *		
Ties	(70)	52.50						
Caps	(78)	97. 50						
Hats	(21)	27.25						
Spring underwears	(40)	36.00						
Dress shirts	(59)	103.25						
Rain pant	(1)	2.75						
Shoes	(7)	31.50						
				$66.50		$210.00		

Total value of fixtures, furnitures and stocks $1458.10

M CORRECT TOTAL..... $1440.10

Below-mentioned sold at Auction but not claimed for:

Bookcase	F	.50	
Lumber	M	.50	
Clothes Wire etc.	M	1.50	
Garbage Can	M	3.00	
Wagon	M	6.00	
Fishing Tackle	Spec.	6.00	
Box Wire etc.	M	2.00	
2 Pair Roller Skates	Spec	1.50	
Christmas Decorations	M	1.25	
Bicycle	Spec.	12.00	
		$34.25	
	and above	66.50	
		$100.75	$210.00
			100.75
		TOTAL SALES -	$310.75

* Mr. U
New West
"I
in
ON
wh

Note:
In a

ILE No. 7828 EXHIBIT No. _____ 11 CASE No. _____

EG. No. 88297 VENUE Lethbridge, Alberta.

SALES AUCTION	SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	REMARKS
10.00								
.75								
	M 20.00							
					x			
					x			
2.00								
3.50								
						x		Probably sold with wire etc.
2.00								
3.25								
2.50								
						x		Probably sold with wire etc.
2.75								
3.50					(1) x			1 broken
4.25								
5.75								
18.00								
						x		
3.00								
s. 3.00								
						x		Not declared
1) 2.25					(1) x			
								13 boxes only
								92 dress shirts
								No overalls
								Only 9
	M 190.00 *							
								Only 92 dress shirts altoghether - see above
$66.50	$210.00							

EXHIBIT No. 196-6
DATE October 15/48
FILED BY G.R.G. Rice

*Mr. UYENO wrote Messrs. Alfred,W. McLeod Limited, on.June 3, 1942, while he was still in New Westminster,and stated as follows:

"I hereby accept the Tender which you have received for all of the stock which I left in the Togo Clothing Store, 843 Columbia Street, New Westminster. This Tender is for ONE HUNDRED NINETY DOLLARS ($190.00) and covers the purchase of the following stock which was listed by me with the Custodian:-

9 Boxes Summer Underwear	34 Wool underwear
4 Boxes Summer Underwear	70 Ties
33 Dress Shirts	78 Caps - 21 Box Hat
11 Work Shirts	40 Spring Underwear
11 Scarfs	59 Dress Shirts
8 pr. pants	1 pr. Rain Pants
8 sweaters	7 Boxes Shoes

Note: Stock and Fixtures were advertised in the "British Columbian" for one week.

In a Report to the Custodian dated May 18, 1942, the following remarks are found:

"His values on the stock are a little high, but we consider his value on the fixtures very much out of line. We do not consider it would be possible to sell this business now as a going concern since the door has been locked for some time and the stock is at a very low inventory."

.50			
.50			
1.50			
3.00			
6.00			
6.00			
2.00			
1.50			
1.25			
12.00			
$34.25			
66.50			
$100.75	$210.00		
	100.75		
TOTAL SALES -	$310.75		

RECAP:

Furniture & Fixtures valued by Claimant at	$412.00	were sold at Auction for.....$66.50
Furniture & Fixtures valued by Claimant at	50.00	were sold by tender etc., for $20.00
Merchandise stock valued by Claimant at	673.60	were sold by tender etc., for 190.00
Furniture & Fixtures valued by Claimant at	235.00	were abandoned.
Furniture & Fixtures valued by Claimant at	69.50	- not especially accounted for
TOTAL CLAIM	$1440.10	TOTAL $276.50

W. J. Johnston.

MEMORANDUM

File 7828 April 10, 1944.

To: The File

From: Mr. Iverson

Re: UYENO, Suyeki

All chattels of this Japanese have been removed from storage and sold at Public Auction with exception of any personal effects listed as being stored in the Buddhist Temple, New Westminster, or destroyed.

This completes the file so far as disclosed chattels are concerned.

WJI/pls

W. J. Iverson

CHATTEL SUMMARY

File No. 7828 October 2/45

RE: Suyeki UYENO

The above Japanese declared certain chattels and effects left in the back of his store at 843 Columbia Street, New Westminster. In addition a small stock of dry goods was left in the store which were advertised for sale by tender, by our agent, A. W. McLeod Ltd., and the highest tender, namely $190.00, was accepted, by Mr. UYENO, under date of June 3/42.

The balance of store fixtures and personal effects were removed to the Buddhist Temple for storage, and under date of Nov. 17/43 were taken to our auction rooms in New Westminster and sold, the proceeds being credited to Mr. UYENO's account.

Certain effects shown on list under date of Jan. 10/44 were abandoned as they were broken and of no commercial value. There remains only 1 carton of sundries now in storage.

All his declared belongings, with the exception of personal clothing, which were not revealed, are now accounted for.

The above summary is certified to be in accordance with the information on file.

W. J. Iverson

WJI:LBM

CHATTEL SCHEDULE

File No. 7828 October 2/45

RE: Suyeki UYENO

The above declared his effects on May 6/42 and was evacuated on June 26/42.

DECLARED	INVENTORIED	SOLD	ABANDONED
Glass showcase	1 Wall showcase		
	Glass showcase(cracked)	"	
Wood showcase	3 cornered showcase		"
Cash register		"	
Counter shelves	2 Counters	1 Counter	Shelves abandoned
Tables	3 Tables	2 Sold	1 Broken
Chairs	8 Chairs	7 Sold	1 Broken
Mirrors	2 Mirrors	"	
Window stand (fixture)			
Pantry (fixture)			
Beds	2 Couch beds		
	1 Bed complete	"	
Stoves	2 Stoves & pipe	"	
Bath chiffonier	Chest of drawers	"	
Watch (large)	Clock	"	
Ladder chairs	3 step ladders	"	
Carriage	Child's wagon	"	
	Go cart	"	
Personal clothing			
	Paper holder	"	
	2 Book shelves	1 Sold	1 Broken
	1 Bundle Files	"	
	Suit case of tools	"	
	2 Cupboards		2 Broken
	1 Kitchen cupboard	"	
	Garbage can	"	
	1 Carton (Stored)		
	1 Water heater	"	
	Check stamp	"	
	Long table	"	
	2 Boxes records	"	

DRY GOODS: Complete stock sold on tender accepted by Mr. UYENO.

The above schedule is certified to be in accordance with the information on the file.

W. J. Iverson

WJI:LBM

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EXHIBIT No. Oct. 15/48

DATE

FILED BY G. E. A. Rice

ALFRED W. McLEOD LIMITED

Insurance & Investments

McLeod Building, 50-52 Sixth Street

New Westminster, B. C.

May 19th, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
MAY 20 1942

Mr. C. L. Drewry,
Custodian's Office,
506 Royal Trust Building,
Vancouver, B. C.

Dear Mr. Drewry:- Re: Suyeki, Uyeno - Reg. No. 08297
Our File #McL. 0015

You will please find enclosed our report in connection with the above Japanese.

We would appreciate it if you would give this matter your immediate attention and let us hear from you by return mail.

Yours very truly,

ALFRED W. McLEOD LIMITED

"A. K. Gerow"

A. K. Gerow
Manager Estates Dept.

AKG/LAF
ENCL

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

Dec. 6, 1948

E. McGlaughan

Attached to 796 - 7

UYENO, Suyeki - Registration #08297 - Our File #McL. 0015-1

HOME ADDRESS - 843 Columbia Street, New Westminster, B. C.

REAL PROPERTY - Nil.

This Japanese occupies a store at 843 Columbia Street, New Westminster. In this store they have operated a Drygoods and Clothing Store under the name of "Togo" Clothing" and lived in the rear. The rental of the store is $40.00 per month and they advised us that they will pay the rent for the current month.

The contents of this store at present consist of considerable stock, furniture and fixtures, as well as furnishings in their living quarters at the rear. We enclose for your information, a copy of the Inventory which was supplied us by Mr. Uyeno in which he gives the sale price of the stock and his idea of the value of the furniture and fixtures.

FIRE INSURANCE

North West Fire Insurance Policy #205751, covering $3000.00 on contents, written through the Tanaka Insurance Agency.

We expect this Japanese will be evacuated the end of this week and would like to have your instructions as soon as possible in connection with the contents of this store. We would suggest that the stock and fixtures could be sold en bloc or separately, by our advertising them. We do not believe it would be possible to realize an amount anywhere near the value the owner has placed on them. His values on the stock are a little high, but we consider his value on the fixtures very much out of line. We do not consider it would be possible to sell this business now as a going concern since the door has been locked for some time and the stock is at a very low inventory.

Please give us your early instructions.

AKG/LAF
May 18/42.

ALFRED W. MCLEOD LTD.

Per "A. K. Gerow"

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

Dec. 6, 1948

D. C. MacLaughlan

Attached to 796 - 7

RE:M SUYEKI UYENO

INVENTORY OF FURNITURE, FIXTURES, and STOCK
AT 843 COLUMBIA STREET, New Westminster.

FURNITURE, FIXTURES, ETC.			
Glass Showcase 25 1a	3		$150.00
Wooden Showcase 9	3		75.00
Cash Register S	1		50.00
Counter a	1		25.00
Shelves	FIXTURE		200.00
Tables a	2		15.00
Mirror S	1		25.00
Window Stand	30	STORE	30.00
Watch	1	MISSING	10.00
Cheque Writer S	1		15.00
Ladders S	2		15.00
Paper Roll Holders	2	MISSING	10.00
Files	3		3.00
Chairs S	9	①	9.00
Pantry Contents S	2		20.00
Beds	3	18	45.00
Stoves	2	18	25.00
Bath S	1		25.00
Chiffonier S	1		10.00
Carriage S	1		3.00
Rubber Hose	2	MISSING	4.50
Tables S	2		20.00
			784.50
			673.60

STOCK			
Summer Underwear	9 ✓27	75	$20.25
Summer underwear	4 ✓12	75	9.00
Dress Shirts	33 ✓90	1.75	157.50
Work Shirts	✓11	50	5.50
Skaff	✓11	60	6.60
Pants	✓ 8	4.50	36.00
Overalls	8	1.25	10.00
Sweaters	⑧ 12	2.25	27.00
Underwear (wool)	✓ 34	1.50	51.00
Ties	✓ 70	.75	52.50
Caps	✓ 78	1.25	97.50
Hats	✓ 21	2.25	27.25
Underwear (Spring)	✓ 40	.90	36.00
Dress Shirts	✓ 59	1.75	103.28
Rain Pants	✓ 1		2.75
Shoes	✓ 7	4.50	31.50
			673.60

TOTAL 1458.10

ACCOUNTS OUTSTANDING

H.S. Chachter, Reg'd., 1618 St. Lawrence Blvd., Montreal - 17.50

Alfred Lambert, 26 Notre Dame, Montreal 30.82

MacKay, Smith, Blair & Co., 206 Cambie Street, Vancouver, B. C. 57.17

105.49

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

Dec. 7, 1948

C. MacGregor

Attached to 796 - 7

ALFRED W. McLEOD LIMITED
New Westminster & Vancouver
Insurance and Investments
McLeod Building, 50-52 Sixth Street

New Westminster, B. C.
July 11th, 1942.

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

Dear Sirs:-

Re: Your File #7828
Suyeki Uyeno

We now enclose our Report in connection with the sale of the stock, storing of fixtures, etc. in respect to the aboveJapanese.

We also enclose the following:-

Paid Accounts

1.	A. Schachter Reg'd.	$17.50
	Mackay Smith, Blair & Co. Ltd.	57.17
	Alfred Lamberts, Inc.	30.82
	City of New Westminster Light	14.90
	The Columbian Co. Ltd. -	12.00
		$132.39

Ck enclosed #7761

Unpaid Accounts

2.	F. W. Cunningham - Rent	40.00
	Belyea & Co. Ltd. - Moving Furniture and Fixtures -	11.25
		51.25

Registered & paid to end May. Claim is for June

3. 2 Copies of advertisement which was inserted in the "British Columbian" for 6 days.

4. Our account for Services.

5. 2 Copies of Acceptance and Instructions from the Japanese.

The Office of the Custodian

6. Cheque in favor of Mr. G. W. McPherson, Deputy Custodian, for the balance of $77.61.

We trust that you will find this Report and the enclosures in order. The keys for the premises have been turned over to Mr. F. W. Cunningham and, with the exception of a further bill from Belyea & Co. Ltd. for piling and checking the furniture and fixtures, we believe this case is now complete.

Yours very truly,

ALFRED W. McLEOD LIMITED

"A. K. Gerow"

A. K. Gerow
Manager Estates Dept.

AKG/LAF
Encl.

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

Dec. 7, 1948

C. McClughan

Attached to 796 - 7

UYENO, Suyeki - Registration #08297 - Our File #McL. 0015-2.
Your File #7828

HOME ADDRESS - 843 Columbia Street, New Westminster, B. C.

All the details are practically complete in connection with our handling of the above dase. In accordance with your instructions to our report dated May 18th, 1942 we advertised the stock and fixtures for one week in the "British Columbian" (2 copies of advertisement enclosed.) We only had two tenders, both of which were for the stock. One bid was for $100.00 and the second for $190.00. We were able to contact the Japanese and secure his written acceptance of the $190.00 bid as well as his authority to pay three outstanding wholesale accounts (two copies of this authority are enclosed for your information.) The only fixture in the store for which we received any offer was the cash register which we received an offer of $20.00 for and accepted.

The balance of the furniture and fixtures in the store as well as the personal property of the Japanese were removed by Belyea and Company to the Community Storage. There was one corner counter showcase which we found too large to be removed from the premises without completely dismantling it. This would have made the showcase of no value and we then tried to arrange with the agent of the store to take it. He stated that it was of no value in the store and we were therefore forced to give it away in order to get it removed.

The following is a statement of receipts and disbursements in connection with this case:

By Cash - B. Obtover in full of stock		$190.00
" " - B. Obtover in full of cash register		20.00
To"British Columbian" - advertising stock and fixtures for sale for one week	$12.00	
" City of New Westminster Electric Light Department in full	14.90	
" Alfred Lambert in full of account	30.82	
" A. Shachter, Reg'd. in full of account	17.50	
" Mackay, Smith, Blair Co. in full of account	57.17	
" Balance, Cheque #57423 enclosed herewith	m77.61	
	$210.00	$210.00

We enclose certified accounts from the three wholesalers as well as receipt from the "British Columbian" and the City of New Westminster.

The building in which this store is located was, we understood, owned by M. Nishinguchi Company and Mr. F. W. Cunningham claims to be their agent. The Japanese paid the rent on the store to May 31st, 1942 but it was actually the end of June before we were able to remove all of the furnishings. Mr. Cunningham is therefore claiming rent for the month of June in the amount of $40.00 and we enclose his account for this.

We also enclose Belyea and Company's accounts for moving the fixtures and furnishings and we understand there will be a further account from them for piling and checking the property.

ALFRED W. McLEOD LTD.

AKG:PS
July 10/42

Per "A. K. Gerow"

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

A. McLeod

Dec. 7, 1943

FORM "JP"

New Westminster, B. C.

FILE No. "7828"

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

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EXHIBIT No.

DATE Oct. 15/48

FILED BY G.E.A. Rice

NAME: UYENO Suyeki

HOME ADDRESS: 843 Columbia St., New Westminster, B. C.

REGISTRATION NUMBER 08297 SEX: Male AGE: 36

OCCUPATION: Log Scaler.

(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: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Natsue

ADDRESS OF WIFE OR HUSBAND: 843 Columbia St., New Westminster, B. C.

NAMES OF ANY LIVING CHILDREN: Tomiko (F) Sumiko (F) Tommy (M) Rosy (F)

ADDRESS OF CHILDREN: 843 Columbia St., New Westminster, B. C.

AGE OF CHILDREN: 13, 9. 7, 4.

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

1. LOCATION AND DESCRIPTION: Drygood store at 843 Columbia St., New Westminster, B. C.

2. BUILDINGS AND OTHER IMPROVEMENTS: none

3. INSURANCE (Give particulars; state where policies are) North West Fire Insurance Co. on Stock and Trade, Office Furnitures and Fixtures. $3000.00 Policy No. 205751.

4. TAXES (Amount and where payable) Taxes $20.00. City Hall, New Westminster 1941 Paid.

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

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by owner. (Living quarters at Back of Store).

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: none

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

9. IF FARM LAND STATE CROPS SOWN none

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Living at back of drygood store, at 843 Columbia St., New Westminster, B. C.

2. LANDLORD'S NAME AND ADDRESS: Mr. Nishiguchi, 837 Columbia St., New Westminster, B. C.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: Monthly rental of $40.00 Paid up to date.

4. STATE WHEREABOUTS OF LEASE: none

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) none

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:

Glass showcase, wood showcase, cash register, counter shelves, tables, chairs, mirror, window stand, pantry, Beds, stoves, Bath chiffoneer, Watch (Large) Ladder Chairs, Carriage.

Personal Clothing all to be left in back of store at 843 Columbia St., New Westminster, B. C.

See back page.

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: North West Fire Insurance Co.

$3000.00 on Stock and Trade, Furniture and Fictures,
Policy #205751. Policy in owners possession.

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)

13 War Savings Stamps, in declarants possession.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: Monarch Life Assurance Co. $1000.00. Policy #P98805
Beneficiary Wife - Natsue. Monarch Life for Son Tommy. $1000.00.
Policy No. P102910. Beneficiary Father. Suyeki. Prudential Life Insurance
for daughters, Sumiko - Tomiko - Rosy #383322709-383322708-383322706.

10. INTEREST IN ANY ESTATES OR TRUSTS SHIGEYO All in father's possession.

none

11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: A. S. Chachter, 1618 Lawrence Blvd., Montreal, $17.50.
A. L. Fred Lambert 26 Nortedame, Montreal, $30.82
MacKay Smith and Blair Co. 206 Cambie St., Vancouver, B. C. $57.17.

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 6th day of May 1942

(Signature) "S. Uyeno"

"F. T. Williams"
Witness

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

FOR DEPARTMENTAL USE

Dec. 7, 1948

STATEMENT OF PERSONAL PROPERTY OWNED

Stock in trade.

9 Box - Summer Underwear.
4 Box - Summer Underweare.
33 ~~Box~~ - Dress Shirts
11 ~~Box~~ - Work Shirts
11 - Skarf
8 ~~Box~~ - Pants
8 ~~Box~~ - Sweater
~~XXXEXXXXX~~
34 ~~Box~~ - Wool Underwear
70 ~~Box~~ - Ties
78 ~~Box~~ - Cap - 21 Box - Hat
40 ~~Box~~ - Spring Underwear
59 ~~Box~~ - Dress Shirts
1 ~~Box~~ - Rain Pants
7 Box - Shoes,

796 - 9

EXHIBIT No. Oct. 15/48

DATE

FILED BY G. E. A. Rice

PROOF OF CLAIM NOV 27 1947

IN THE MATTER OF Order-in-Coundil 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: SUYEKI UYENO

   Registration No. 08297

2. Claimant's address at the time of his evacuation from the protected area:
   843 Columbia St., New Westminster, B. C.

3. Claimant's present address:
   Taber, Alberta

4. Claim relating to realnproperty:

   (a) Street address of real property:
   (b) Legal description of property:

(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:

843 Columbia St., New Westminster, B. C.

(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:

Left Store fixtures, furnitures and stocks in the store, in the care of Mr. A. Ktsua, 52 6th St., New Westminster, B. C., key to the premises were also left with him.

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

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:

Fixtures, Furnitures Etc.			Stocks		
Glass show case	(3)	$150.00	Summer underwear	(39)	$ 29.25
Wood show case	(3)	75.00	Dress shirt	(90)	157.50
Cash register	(1)	50.00	Work shirt	(11)	5.50
Counter	(1)	25.00	Scarf	(11)	6.60
Shelves		200.00	Pants	(8)	36.00
Tables	(2)	15.00	Overalls	(8)	10.00
Mirror	(1)	25.00	Sweaters	(12)	27.00
Window Stands	(30)	30.00	Wool Underwears	(34)	51.00
Clock	(1)	10.00	Ties	(70)	52.50
Cheque writer	(1)	15.00	Caps	(78)	97.50
Ladders	(2)	15.00	Hats	(21)	27.25
Paper roll holders	(2)	10.00	Spring Underwears	(40)	36.00
Files	(3)	3.00	Dress shirts	(59)	103.25
Chairs	(9)	9.00	Rain pant	(1)	2.75
Pantry contents	(2)	2.00 ~~18.00~~ off	Shoes	(7)	31.50
Beds	(3)	45.00			673.60 ✓
Stoves	(2)	25.00			
Bath	(1)	25.00			
Chiffonier	(1)	10.00			
Carriage	(1)	3.00			
Rubber hose	(2)	4.50			
Tables	(2)	20.00			
		~~784.50~~ 766.50			

Total value of Fixtures, Furnitures and stocks ~~0-- $1458.10~~ $1440.10

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

$1458.10

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

7. An Interpreter will.....be required.

DATED this 13th day of ~~October~~ November A. D. 1947.

"Samson Sanderson"
Witness to Signature of Claimant

"Suyeki Uyeno"
Signature of Claimant.

STATUTORY DECLARATION

I, SUYEKI UYENO
(Full Name of Claimant)

of TABER, Alberta. FARMER
(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:

   Received cheque from Custodian to the amount of $75.00.

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 The Canada Evidence Act.

DECLARED at Taber)
)
in the Province of Alberta,)
)
this 13 day of November) "Suyeki Uyeno"
)
A. D. 1947.)
)
"Samson Sanderson")
A Commissioner for Oaths in and)
for the Province of Alberts.)

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

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

Dec. 8, 1948

W. Ivo Virtue

BXXXX General Delivery
Taber, Alberta.

THE JAPANESE PROPERTY CLAIMS COMMISSION
COURT HOUSE
VANCOUVER, B.C.

Dear Sirs:-

In regards to my property claims, I have a letter from the Custodian that I had signed a letter stating in approval of selling my stock which was left at the store (843 Columbia St, New Westminster, B.C.) for the sum of $190.00.

To this date I have no reason, nor any knowledge of writing such a letter, and committing myself to such an indefinite understanding.

I have though written and signed a letter stating that it would be with my approval that the A.W.Mcleod Limited (Manager -Mr. A.W.Macleod) of 50-52 Sixth St. New Westminster,) sell the stock what was left in the store, and pay with that $105.19 to three wholesale hauses which I was in debt. Have knowledge of the above request of paying to whole sale houses.

since I have no letter stating the prices of the above stock sold I would like to have a complete report of the transaction of the stock and together with the personal chattels which I also left behind.

Since the Custodian said that I had written a letter saying that I would sell the Stock for $190.00, (I have no knowledge of that) I would appreciate very much if you could send me a copy of that letter of which I think yeu the Custodian never has. Hoping that in the end the truth with out, I remain,

Yours Truly,

XUYS Suyeki Uyeno
Reg. No/ 08297.

EXHIBIT No. 796-10
DATE October 15/48
FILED BY A. G. Virtue

7828

March 31st, 1948.

Mr. Suyeki UYENO,
Reg. No. 08297,
Taber, Alberta.

Dear Sirs:

We have received today your letter undated and on looking at your file we find that on the 13th December, 1945, we sent you a copy of your acceptance dated June 3rd, 1942, of the tender for $190.00 received by Messrs. A. W. McLeod Limited for goods listed by you.

Please also refer to our letter of October 4, 1945 with which we enclosed Auction Sale Sheets showing how much received for the various items.

Yours truly,

B. Good
Comptroller.

BG/el.

EXHIBIT No. 796-11
DATE October 15/48
FILED BY G. R. A. Rice

COPY. Rec'd.March 30/48.

General Delivery,
Taber, Alberta,

THE JAPANESE PROPERTY CLAIMS COMMISSION,
COURT HOUSE,
VANCOUVER B.C.

Dear Sirs:-

In regards to my property claims, I have a letter from the Custodian that I had signed a letter stating in approval of selling my stock which was left at the store (843 Columbia St.New Westminster B.C.) for the sum of $190.00.

To this date I have no reason, nor any knowledge of writing such a letter, and committing myself to such an indefinite understanding.

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Since the Custodian said that I had written a letter saying that I would sell the Stock for $190.00 (I have no knowledge of that) I would appreciate very much if you could send me a copy of that letter of which I think the Custodian never has. Hoping in the end the truth with out, I remain,

Yours truly,
SUYEKI UYENO
Reg.No.08297.

March 30th 1948.

Mr. Suyeki Uyeno,
General Delivery,
Taber, Alberta.

Dear Sir,

We have today received your letter (undated) asking for a report regarding the sale of your stock and chattels.

We have referred your letter to the Custodian's office, as you will understand we have no records in regard to the sale of any of your property at this office. We trust that the Custodian's office may be able to answer your enquiries satisfactorily.

Yours truly,

A. WATSON
Per.

SECRETARY.

VW.