

XI. 430

EXHIBIT
FORM "J"
DATE
FILED BY

816-2
9 apr 1948

J. W. G. Hunter

BUREAU HASTINGS PARK
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO. 430

To be completed by persons of the Japanese race having no property in any protected area.

NAME: CHIBA, Kinzaburo

HOME ADDRESS: Now at Hastings Park, Vancouver, B. C. REGISTRATION No. 10323
From Knight Inlet, B. C. and 771 Powell St., Vancouver, B. C.

SEX: male AGE: 42 MARRIED? yes

OCCUPATION AND EMPLOYER: Fisherman--self

ADDRESS: Hastings Park Hospital

NAME OF WIFE OR HUSBAND: Shitsuka ✓

ADDRESS: ----

NAMES OF LIVING CHILDREN: ----

ADDRESS: ----

ADDRESS: ----

I certify that the above information is true and complete and state that I have no property of any kind whatsoever in any protected area in British Columbia.

Dated this 17th day of August 1942.

WITNESS: Arta Wilcof

(Signature) K. Chiba.

Mr. Spain
Immigration Bldg.

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: Chiba, Kinzaburo
HOME ADDRESS: Knight Inlet Cannery, W. C.
REGISTRATION NUMBER 10323 SEX: M AGE: 41
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: selfMARRIED? yesNAME OF WIFE OR HUSBAND: ShitsukaADDRESS OF WIFE OR HUSBAND: Hastings ParkNAMES OF ANY LIVING CHILDREN: noneADDRESS OF CHILDREN: -AGE OF CHILDREN: -

EXHIBIT No.

816-3

DATE

9 apr 1948

FILED BY

J. W. G. Hunter

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

1. LOCATION AND DESCRIPTION:

Boat turned in to government.2. BUILDINGS AND OTHER IMPROVEMENTS: 35/3. 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) ✓

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: *Cannery House Knights Inlet*
2. LANDLORD'S NAME AND ADDRESS: *Knights Inlet Cannery*
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: *free*
4. STATE WHEREABOUTS OF LEASE: ✓
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) ✓
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: ✓

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
*6 Salmon Nets at New Castle Island
with father J. Inouye average price \$200. each*
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS: ✓
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY: ✓

4. INSURANCE CARRIED ON ABOVE PROPERTY: ✓
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: ✓
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) ✓
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) ✓
8. BANK ACCOUNTS: ✓
9. LIFE INSURANCE: ✓
10. INTEREST IN ANY ESTATES OR TRUSTS. ✓
11. SAFETY DEPOSIT BOX: ✓

LIABILITIES:

1. PERSONAL DEBTS: ✓

2. TRADE DEBTS: ✓

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 24th day of Sept. 1942.

W. H. Lypain
Witness

(Signature) *Refused to sign*

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Oct. 2/43

File No. 430

11 Name CHIBA, Kingahuro
(Surname in Block Letters)

Registration No. 10323

Male - Female
(check)

Age Sept. 20, 1922

Former Address Knight Inlet, Comox, B.C.

Is He Evacuated _____ Naturalized - Canadian-Born - National
(check)

933 Archway St. East (claim)
Moose Jaw

Present Address Interned: Moose Jaw Hostel
Moose Jaw, Sask. May 3/47

Married - Single
(check)

Name of Wife nee #10385
(TAKAHASHI) Shitanka

Name of Husband _____

Name of Mother CHIBA, Kichiro #02647

Name of Father CHIBA, Kenji #02646

Names of Children under 16 _____

Requested by T. B. Registered with Custodian
(Yes or No)

Additional Information Fisherman. New York
* Fisher's original name was Sugawara. He adopted
name of Chiba at marriage

35/108/13

LIABILITY SUMMARY

File XI. 430

May 3, 1947

Re: Kinsaburo CHIBA, Reg. No. 10123

The following claims were filed against this man:

1. Sajiro WAKITA - \$97.00. Statutory declaration in support of claim is filed under date of March 9, 1946. Payment on pro rata basis (52.36%) was made from funds in Chiba's account, on March 14, 1946, in the amount of \$50.82.
2. Toyokichi NAKANISHI - \$125.00. Statutory declaration in support of claim is filed under date of June 3, 1946. Payment on pro rata basis (52.36%) was made from funds in Chiba's account, on June 5, 1946, in amount of \$65.44.
3. Anglo-B. C. Packing Co. Ltd. / \$298.21. Claimant held unregistered chattel mortgage on vessel "Ruth G". Statutory declaration in support of claim filed January 29, 1943. Pro rata payment (52.35%) was made from Chiba's funds on February 14, 1946, in the amount of \$156.12.
4. Department of National Revenue, Income Tax Division - \$51.10. Claim based on information on file with Income Tax Division covering income for 1941. No return filed by CHIBA. Claim made up of tax of \$44.43, penalty for late filing of \$2.22 and interest of \$4.45. Payment made from Chiba's funds on July 16, 1943.
5. Singer Sewing Machine Co. Ltd. - \$79.26. This claim was settled direct with Singer Sewing Machine Company by a relative of Mr. CHIBA, according to letter from claimant, dated September 27, 1943.

Kinsaburo CHIBA neither denied nor acknowledged these claims when these were referred to him by the Custodian. His attitude is summed up in his letter of March 14, 1944 as follows:

"Affairs concerning me will be settled by myself after the war is over, therefore I do not wish to be touched by authorities."

The file of Mrs. Shitsuka CHIBA, wife of Kinsaburo CHIBA, reveals the following claims filed against her:

1. Retail Credit Grantor Bureau (acting for Drs. Cox & Johnson) - \$42.00
2. Collector of Institutional Revenue (Provincial Board of Health T. B. Unit) - \$1,206.00

These creditors have been supplied with the address of Mr. & Mrs. CHIBA and have been informed that no funds remain to the credit of these people from which the claims may be paid.

This summary is certified to
be in accordance with information
on file.

J. MacLellan

May 3, 1947.

LIABILITY SUMMARY

File XI.430

May 3, 1947

Re: Kinsaburo CHIBA, Reg. No. 10323

The following claims were filed against this man:

1. Sajiro WAKITA - \$97.00. Statutory declaration in support of claim is filed under date of March 9, 1946. Payment on pro rata basis of 52.36% was made from funds in Chiba's account. Payment to creditor was \$50.82.
2. Toyokichi NAKANISHI - \$125.00. Statutory declaration in support of claim is filed under date of June 3, 1946. Pro rata payment (52.36%) of \$65.44 was made from Chiba's funds on June 5, 1946.
3. Anglo-B. C. Packing Co. Ltd. - \$298.21. Claimant held unregistered chattel mortgage on vessel "Ruth G". Statutory declaration in support of claim filed January 29, 1943. Pro rata payment of \$156.12 made from Chiba's funds on February 14, 1946.
4. Department of National Revenue-Income Tax Division - \$51.10. Claim based on tax owing 1941 of \$44.43 (based on information filed with Income Tax Division) together with penalty for late filing of \$2.22 and interest of \$4.45. Payment made from Chiba's funds on July 16, 1943.
5. Singer Sewing Machine Co. Ltd. - \$79.26. This claim was settled direct with Singer Sewing Machine Ltd. by payment made by a relative of Mr. CHIBA. See letter of September 27, 1943.

Kinsaburo CHIBA neither acknowledged nor denied the claims filed against him. His attitude is summed up in his letter of March 14, 1944, as follows:

"Affairs concerning me will be settled by myself after the war is over, therefore I do not wish to be touched by authorities."

The following claims have been filed against Mrs. Shitsuka CHIBA, wife of Kinsaburo CHIBA, (File):

Retail Credit Grantors Bureau (acting for
Drs. Cox & Johnson) \$42.00

Collector of Institutional Revenue
(Provincial Board of Health, T.B. Unit) \$1,206.00

These creditors have been informed that there are no funds standing to the credit of either Mrs. CHIBA or her husband from which these claims may be paid. And the creditors have been given the addresses of Mr. & Mrs. Chiba.

This summary is certified to be
in accordance with information
on file.

G. MacKeson

May 3, 1947

/FM

SUMMARY TAKEN FROM VESSELS RECORDS

Date: November 1, 1944
Name: Kinsaburo CHIBA Reg. No. 10323 File: 430 Int.
Boat File No.: Custodian Int. 430
Name of Vessel: "Ruth C" 32'x8'x3½'(1939) Easthope 7 HP (1938)
"K.C."
Lic. or Reg. No.: Vancouver 6374
Naval No.: V.143-E
Owner's Valuation: \$900.00
JFVDC Valuation: 431.00 Survey #162 NW
Custodian Valuation: None
Date of Sale: November 2, 1942
Purchaser: Nelson Bros. Fisheries
Signature on Sales Papers: Custodian sale
Selling Price: ~~\$431.00~~ \$387.90 (\$431.00-10%)
Paid to JFVDC or Custodian: 387.90
Supervision Costs: 53.96 + 6.46 = 60.42
Balance due Owner: ~~333.94~~ 327.48 ~~352~~
Paid to: Cr. Account of Kinsaburo CHIBA
Location of Boat at Sale: Nelson's Wharf (ex New Westminster)
Claims Against Canadian Govt.:
Claim 352- Nelson Bros. Fisheries Ltd. - \$53.75 (Unpaid)
Pd 26/4/45 - Ref 6899

Additional Information:

Unregistered chattel mortgage held by Anglo-B. C. Packing Co.Ltd.
in the amount of \$298.21.

Survey Report NW.162 reads:

"K.C., V.143-E - Damage (\$25.00)
Value of Boat 1942 - \$375.00
Damage - guardrail & pilot house broken.

Boat - Built in amateurish
fashion - cheaply and unfinished
extremely poor sales value.
Estimated 3 years old
Price below actual value account
of undesirability.

J. Matheson
June 26/47

SUMMARY TAKEN FROM VESSELS RECORDS

Date: November 1, 1944

Name: Kinsaburo CHIBA

Reg. No. 10323 File: Int.430

Boat File No.: Custodian Boat Int.430

Name of Vessel: "Ruth C", 32'x8'x3 $\frac{1}{2}$ ' (1939) Easthope 7 HP (1938)

Lic. or Reg. No.: Vancouver 6374

Naval No.: V.143-E

Owner's Valuation: \$900.00 (See sheet of information supplied to JFVDC by representative of Japanese boat-owners)

JFVDC Valuation: 431.00 Survey No. 162 NW XX

Custodian Valuation: None

Date of Sale: November 2, 1942

Purchaser: Nelson Bros. Fisheries

Signature on Sales Papers: Custodian Sale

Selling Price: \$431.00 - 10% - \$387.90

Paid to JFVDC or Custodian: 387.90 (\$431.00 - 10%)

Supervision Costs: 60.42

Balance due Owner: 327.48

Paid to: Credited to account of Kinsaburo CHIBA

Location of Boat at Sale: Nelson's Wharf (ex New Westminster)

Claims Against Canadian Govt.:

Claim of Nelson Bros. Fisheries (NO. 352) - \$53.75 - Paid April 28, 1945 by Custodian Requisition #6899.
(Repairs & Equipment)

(Any essential equipment missing or any damage which might have been suffered while in Naval custody was covered by claim. Appraisal was based on vessel with essential equipment and in state of repair similar to that at time of Additional Information: impounding.)

An unregistered chattel mortgage in the amount of \$298.21 held by Anglo-B. C. Packing Co. Ltd. on this vessel.

xx Survey Report of J.F.V.D.C. Appraiser reads:

"K.C.V. V.143-E - Damage (\$25.00) Guardrail & pilot house broken
Value of Boat 1942 - \$375.00 (15% mark-up to reach price of \$431.00)

Boat - built in amateurish fashion - cheaply and unfinished. Extremely poor sales value. Estimated age - 3 years. Price below actual value on account of undesirability.

From Nelson
Reviewed June 26, 1947

PERSONAL PROPERTY SUMMARY

June 26, 1947.

File No. 430

Re: Mr. Kinzaburo CHIBA, Reg. No. 10323

On August 17th, 1942, this man signed a declaration to the Custodian in which he stated that he owned no property in the protected area. On September 24th, 1942, this man was placed in the Immigration shed to be held for internment. On September 24th, 1942, he was interviewed by a representative of the Custodian in the Immigration shed and while he appears to have reported that he owned six Salmon nets at Newcastle Island with his father, Y. INOUE, he refused to sign this declaration. An undated Statement of Assets and Liabilities received from the Internment Camp was signed by Kinzaburo CHIBA. This statement gives the following list of assets:

Fishing boat with six nets and three pairs lead corks
About \$500.00 worth of equipment in the boat
About \$800.00 worth of household furniture at Lyon Island, New Westminster
Balance on deposit at the Bank of Montreal, Main and Hastings - Sixty Cents

He stated that he had no liabilities. See Liability Summary. *and the July 7/47*

In regard to the fishing boat, there was sold by the Custodian, a fishing vessel known at the "Ruth C", Vancouver license 6374, which had been licensed in the name of Kinzaburo CHIBA. The sale price of this vessel was \$431.00. A commission of 10% was allowed Nelson Bros. Fisheries Limited in accordance with the agreement reached between that Company and the Japanese Fishing Vessels Disposal Committee. The proportionate share of boat expenses charged by this office against the vessel "Ruth C" was \$60.42. The net proceeds from the sale of this vessel amounted to \$327.48. This sum was credited to the account of Kinzaburo CHIBA.

With reference to the six nets and three pairs of lead corks, we wrote to the Custodian Agent at Nanaimo and asked him to investigate. On December 15th, 1942, Mr. J. W. James, Custodian Agent at Nanaimo, reported that Kinzaburo CHIBA's father, Y. INOUE, had lived at Double Island adjacent to Newcastle Island, and that when the goods were removed from Double Island no nets were found except some old rotten ones in two net houses, one on the land and the other on a float. Mr. James stated that all the nets found at the INOUE place were junk and that he had no record of a place belonging to INOUE on Newcastle Island. No nets or cork lines identified as the property of CHIBA have been found by the Custodian's office. On February 3rd, 1943, the sum of \$4.00 was paid from the account of Kinzaburo CHIBA to Mr. James in payment of his fee for investigating the fishing nets reported by CHIBA.

In regard to the furniture which CHIBA reported had been left at Lyon Island, Mr. Coulthard, of Coulthard, Sutherland, and Company, reported on December 17th, 1942 that when he had investigated properties on Lyon Island he had not found \$800.00 worth of furniture in any of the houses there. He said that the houses had been of a very flimsy nature and had been broken into and anything of value which had not been removed by the Japanese had been taken by thieves.

On January 7th, 1943, we asked the Camp Commandant to inform CHIBA of the information received in regard to his fishing gear and furniture. On January 12th, 1943, the Camp Commandant reported that a copy of our letter had been shown to CHIBA and that he had stated that he wished to let the property referred to in that letter go.

On June 25th, 1942, we received from the Anglo-British Columbia Packing Company, Ltd.

PERSONAL PROPERTY SUMMARY - File XI.430 - Page 2

a cheque for \$8.00 in payment of two cloth buoys purchased from CHIBA. On January 9, 1942, this sum was sent to the Internment Camp to be placed to the credit of CHIBA. The buoys had been left at Knight Inlet Cannery.

On July 9, 1946, this office received from the Internment Camp a cash balance of \$5.00 which had been to the credit of CHIBA at the camp. These funds were released to CHIBA on May 2, 1947.

At this time no funds remain to the credit of this man.

This file reveals no other property of any kind.

This summary is certified to be
in accordance with information
on file.

J. Matheson
June 27, 1947.

/ FM/fm

With reference to claim for loss in connection with vessel and material allegedly left on this vessel at the time of impounding, it should be noted that Naval Service did not take an inventory of the material on the vessels at the time of the impounding.

At the time of sale this vessel was equipped with all essential equipment and was in a seaworthy condition. This was the basis on which the vessel was valued, and an allowance was made to the purchaser to bring the vessel up to this condition - See claim of \$53.75 paid to Nelson Bros. Fisheries Ltd. shown by vessel summary.

Unless this vessel was engaged in active fishing in December, 1941, it is not clear why a fish net should have been on the boat when she was turned over to Naval Service.

It is our understanding that boat-owners were permitted to remove personal effects from the vessels before surrendering these to Naval Service.

Somewhat contradictory information regarding his property is shown by the various reports made by Kinzaburo CHIBA, as shown by papers on file.

J. Matheson
Nov 25, 1947

C L A I M

File No. Int. 430

FEB 19 1943

DATE

December 14, 1942.

CREDITOR

Sajiro WAKITA

DEBTOR

Kanesaburo CHIBA

AMOUNT OWING

\$97.05

AGENT

Mr. F. Drewe Pratt,
602 Hastings St. West,
Vancouver, B.C.

ORIGINAL FILE

12966

Dec. 28/42.

D. Egglestone

C L A I M

File No. Int. 430

DATE

February 6th, 1945.

CREDITOR

Toyokichi NAKANISHI

DEBTOR

Kinsaburo CHIBA

AMOUNT OWING

\$125.00

AGENT

Nil

Taken from letter dated 6th Feb. '45.
Original in file Evac. 2403 - COPY
in this file, Int. 430.

ORIGINAL FILE

2403

*This claim is very
questionable*

695

JR #10323

CHIBA, KINZABURO

430

Office of the Custodian

Victoria Building, 70 Queen St.
Ottawa, Ont.

File No.....

Dear Sirs:

In order to assist this office in the administration of your property, kindly submit a complete statement covering the following with full particulars in each case; should you have nothing to report, insert the word "NIL", sign your name and please return this letter at once.

A BANK ACCOUNTS: 1. Name of Bank.....

2. Branch.....

3. Cash Balance.....

B SECURITIES: 1. Description and quantity.....

REAL ESTATE: 1. Description.....

2. Location.....

3. Municipality.....

D INSURANCE: 1. Name of Company.....

2. Number of policies.....

3. Amount of each.....

E CLAIMS: 1. Nature.....

2. Amount.....

3. Name and address of debtor.....

F DEBTS: 1. Nature.....

2. Amount.....

3. Name and address of creditor.....

Witness

Signature

If you have appointed a relative or a friend to look after your interests, kindly furnish his name and address.

NAME.....

ADDRESS.....

Yours very truly,

(A.H. Mathieu)

Assistant Deputy Custodian

EXHIBIT No. 816-4

DATE 9 apr 1948

FILED BY J. W. G. Hunter

Rec'd DEC 22 1942
File No. _____
Ans. _____
Referred _____

J. W. James
Auctioneer & Appraiser

General Insurance -- Fire and Auto, Etc.

Established 1912

Miss Carroll
EVACUATION SECTION
Rec'd DEC 18 1942
File No. _____
Ans. _____
Referred MR BELL

REF. File #430

Nanaimo, B. C. Dec. 15th. 1942
for file

Mr K.W.WRIGHT

Counsel for the Custodian

Dear Sir.

Re. your letter addressed to Mr E.W.FORWARD NANAIMO B.C.
DECEMBER 12th. 1942.

Re. Kinzaburo CHIBA P/W A-695

Your inquiry regarding the above,

His Father Y. INOUE lived on Double Island, which is adjacent
to Newcastle Island at Departure Bay,
When we took the goods and chattels
away from this Island, there were no nets except some old rotten ones.
in two net houses, one on the Island and the other on a float.

All nets on Inouye,s place were junk.

If they had a place on Newcastle
Island, we dont know anything about it.

Yours truly

J.W. James
J.W. JAMES

Agent for the Custodian

NANAIMO B.C.

COULTHARD, SUTHERLAND & Co., LTD.

ESTATE AND INSURANCE AGENTS
CAR FINANCING

TELEPHONE 106

609 COLUMBIA STREET.

NEW WESTMINSTER, B. C.

Your File: 430.

December 17, 1942.

Rec'd DEC 18 1942
File No. _____
Ans. _____
Referred MR. T. B. ELL

Office of the Custodian,
Royal Bank Building,
VANCOUVER, B.C.

Attention Mr. Wright.

RE: Kinzaburo CHIBA.

P/W A - 695.

Dear Sir:

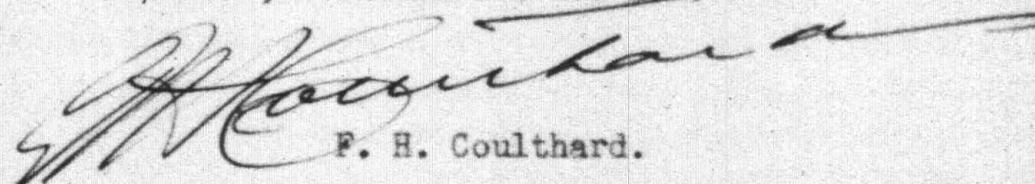
Replying to your letter of December 12th re the above, the writer can assure you that when the properties on Lyon Island were inspected he did not find eight hundred dollars worth of furniture in any of the dwellings there. As a matter of fact, all these houses which were of a very flimsy nature had been broken into and anything of any value had been removed either by the Japanese themselves or by thieves. We are of the opinion, however, that judging from the class of dwelling there was never this amount of furniture in any of them.

As far as the fishing nets are concerned, if these were left in his boat we presume that the Securities Commission should have a list of these as the vessels were all tied up behind the Jetty at Annacis Island and are under the jurisdiction of the Canadian Navy.

You can appreciate our difficulty in trying to trace the belongings of either this Japanese or his father as the white fishermen appear to be very disinterested. However, if there is anything further we can do in this connection kindly let us know.

Yours very truly,

COULTHARD, SUTHERLAND & CO. LTD.


F. H. Coulthard.

Dominion of Canada
Province of British Columbia
TO WIT:

} IN THE MATTER OF
Motor Vessel "Ruth C".

We, THE ANGLO-BRITISH COLUMBIA PACKING COMPANY LIMITED
of the City of Vancouver, in the Province of British Columbia,
DO SOLEMNLY DECLARE THAT:-

K. CHIBA, Fisherman,

Owner of the "Ruth C" is indebted to us to the amount of
Two hundred and ninety-eight dollars and twenty-one cents
(\$298.21) being balance due on the abovenamed vessel
financed by us, and we make this solemn Declaration con-
scientiously believing it to be true, and knowing that
it is of the same force and effect as if made under oath
and by virtue of the "Canada Evidence Act".

DECLARED before me at Vancouver
in the Province of British
Columbia, this 29th day of
January A. D. 1943.

Heinrich W. W. W.

A Notary Public in and for
the Province of British Columbia

Harry A. Lord
Production Manager.

DISCHARGE OF CHATTEL MORTGAGE

THE ANGLO-BRITISH COLUMBIA PACKING COMPANY, LIMITED, a
Company incorporated under the laws of Great Britain with head office
at 2-4 Idol Lane, Eastcheap, London, England, and licensed to carry on
business in the Province of British Columbia and having it's head office
for the said Province at the City of Vancouver, DO HEREBY CERTIFY:

THAT the Secretary of State of Canada, acting in his capacity
as Custodian, as the vested owner of the Interest of Kinzaburo CHIBA,
HAS SATISFIED AND PAID all moneys due or to accrue due under or by
virtue of a certain mortgage granted by the aforesaid Kinzaburo CHIBA
to the Anglo-British Columbia Packing Company, Limited, which said
mortgage covers that vessel known as "Ruth C", Licensed Vessel number
VAN 6374, Length 32'6", Breadth 7'6", Depth 3'4", and bears date the
8th day of July, 1939, and was not registered in the office of the
Clerk of the Court:

THE ANGLO-BRITISH COLUMBIA PACKING COMPANY, LIMITED FURTHER
DECLARE AND CERTIFY that such mortgage has not been assigned:

AND THAT the Anglo-British Columbia Packing Company, Limited
is entitled by law to receive such money, and that the aforesaid
mortgage is, therefore, discharged.

WITNESS THE corporate seal of the said Company and the
hands of the proper officers in that behalf, this 16th day of
February, A. D., 1943.

SIGNED, SEALED AND DELIVERED)
IN THE PRESENCE OF:)

Harry S. Lord
Vancouver, B.C.

THE ANGLO-BRITISH COLUMBIA PACKING
COMPANY LIMITED

[Signature]
Attorney-in-fact.

AFFIDAVIT OF WITNESS

TO WIT:

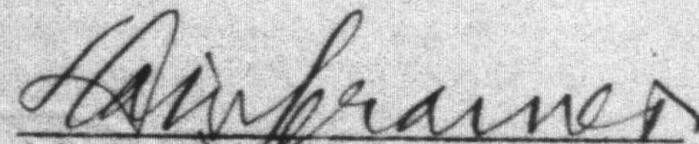
I, George Peters, of the city of Vancouver, in the Province of British Columbia, make oath and say:-

1. I was personally present and did see the within instrument duly signed and executed by Toyokichi NAKANISHI, the party thereto, for the purposes named therein.
2. The said instrument was executed at Vancouver, British Columbia.
3. I know the said party, and that he is of the full age of twenty-one years.
4. I am the subscribing witness of the said instrument and am of the full age of sixteen years.

Sworn before me at Vancouver

in the Province of British Columbia

this 3rd day of June, 1946



A Notary Public in and for the
Province of British Columbia.

DOMINION OF CANADA
PROVINCE OF BRITISH COLUMBIA

To wit:

In the Matter of A CLAIM BY
TOYOKICHI NAKANISHI AGAINST KINZABURO CHIBA
FOR \$125.00.

3. TOYOKICHI NAKANISHI

of the City

of Vancouver

in the Province of British Columbia,

Do Solemnly Declare that

1. Kinsaburo Chiba is indebted to me in the sum of One Hundred and Twenty-five (\$125.00) Dollars. I am attaching hereto a letter, in Japanese, addressed to the Japanese Fishing Vessel Disposal Committee, dated at Vancouver, B. C., on the 28th day of April, 1942, the English translation of which reads as follows:

"I, Kinsaburo Chiba, owner of the vessel: "K.C. 6201, V-143-E" hereby authorize Mr. Toyokichi Nakanishi to receive the sum of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) from the payment of the said vessel when she is sold, chartered or otherwise disposed".

2. The full amount of One Hundred and Twenty-five ^{Dollars} (\$125.00) is still outstanding as I have never received any payment or payments whatsoever from the Japanese Fishing Vessel Disposal Committee or Mr. Kinsaburo Chiba or anyone else acting on his behalf.

3. I hold no security whatsoever for this debt other than the above-mentioned letter.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the "CANADA EVIDENCE ACT."

DECLARED before me at

Vancouver in the
Province of British Columbia this
3rd day of *June*

A.D. 1946. Declaration

Witness attached
Sam Haines

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

T NAKANISHI

Canada
Province of Manitoba

To Wit:

In the Matter of Chiba, Kinsaburo and
Toyokichi Nakanishi and The Custodian, Department
of Secretary of State

I, SHIGERN HIRAYAMA

of the City of Winnipeg

in the Province of Manitoba Salesman

do solemnly declare that

- (1) I understand the Japanese language and can read what is written in that language.
- (2) THAT I have read over the document now produced and shown to me and marked exhibit "A" to this my affidavit.
- (3) THAT a portion of the said document is written in the Japanese language; that a true and correct interpretation of and transation into English of that portion of the said document written in Japanese is contained in the paper writing now produced and shown to me and marked exhibit "B" to this my affidavit, which said paper writing contains also, that portion of the document hereinbefore referred to as exhibit "A", which appears in English.

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

Declared before me at the City
of Winnipeg
in the Province of Manitoba

this 15th day of May

A.D. 194 6

Shigern Hirayama
Witness
A Notary Public in and for
the Province of Manitoba

Evacuation Section

Rec'd Feb 5 1946

File No

Ans

Referred

I. O. U.

The sum of One Hundred and Twenty-five dollars.

January 15th 1942

Chiba Kinzaburo

Mr. Toyokichi Nakanishi

To The Japanese Fishing Vessel Disposal Committee:

I, Kinzaburo Chiba, owner of the vessel: "K.C. 6201, V-143-E" hereby authorize Mr. Toyokichi Nakanishi to receive the sum of ONE HUNDRED TWENTY FIVE DOLLARS (\$125.00) from the payment of the said vessel when she is sold, chartered or otherwise disposed.

DATED at Vancouver, B.C., this 28th day of APRIL, 1942.

EVACUATION SECTION	
Rec'd	FEB 5 1942
File No.	
Ans.	
Referred	

[Handwritten signatures and notes in Japanese and English, including "Kinza Chiba" and "Toyokichi Nakanishi"]

To The Japanese Fishing Vessel Disposal Committee:

I, Kinzaburo Chiba, owner of the vessel: "K.C. 6201, V-143-E" hereby authorize Mr. Toyokichi Nakanishi to receive the sum of ONE HUNDRED TWENTY FIVE DOLLARS (\$125.00) from the payment of the said vessel when she is sold, chartered or otherwise disposed.

DATED AT VANCOUVER, B.C., THIS 28TH DAY OF APRIL, 1942.

IN THE MATTER OF A CLAIM BY SANJIRO WAKITA
AGAINST P/WA 695 MRS. KINZABURO CHIBA FOR
\$97.05

AND

IN THE MATTER OF A STATUTORY DECLARATION
BY SANJIRO WAKITA

I, SANJIRO WAKITA, of the City of Revel-
stoke, Province of British Columbia, DO SOLEMNLY
DECLARE:

1. That the debt of \$97.05 against Mrs.
Kinzaburo Chiba is still outstanding and that I
hold no security whatsoever for this debt.
3. This debt was incurred by Mrs. Kinza-
buro Chiba when she was teaching in the Japanese
School at Steveston, British Columbia.
4. The said debt was incurred after her
marriage to Kinzaburo Chiba.

AND I make this solemn declaration
conscientiously believing it to be true and know-
ing that it is of the same force and effect as
if made under oath and by virtue of "The Canada
Evidence Act".

Declared before me
at Revelstoke, in the
Province of British
Columbia this 9th
day of March, 1946.

John A. W. McNeil

A Commissioner for taking Affidavits
within the Province of British Columbia.

S. Wakita

File
JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

RELEASE AND DISCHARGE *Paid Recd 6899*

FISHING VESSEL: "Ruth C"

CLAIM No.: 352-C

REG. or LIC. No.: Vancouver 6374

Owner at Time of Impounding:
Kinsaburo CHIBA, #10323,
File Int. 430.

NAVAL No.: V.143-E

CLAIM PAYABLE TO:

Nelson Bros. Fisheries Ltd.

Present Owner:

Nelson Bros. Fisheries Ltd.

This vessel was released to Nelson Bros. Fisheries Ltd. from the custody of the Royal Canadian Navy on July 31, 1942, under a care and maintenance agreement. Under the terms of this agreement, replacements and repairs were effected by Nelson Bros. Fisheries Ltd. and claim for the expenses thus incurred was approved by the surveyor for Naval Service to the value of \$53.75, which sum is approved by the undersigned and accepted as adequate compensation.

In consideration of the payment of the sum of

FIFTY-THREE DOLLARS AND

SEVENTY-FIVE CENTS -----

(\$ 53.75)

(of lawful money of Canada) (the receipt of which is hereby acknowledged), we, the undersigned, being the owners and/or mortgagees, shipyard repairers and all others having any interest, claim or demand against the said motor vessel registered at the Port of Vancouver, B. C.

Official or License No. 6374 DO HEREBY RELEASE and forever discharge His Majesty the King, as represented by Royal Canadian Naval Service or any patrol or auxiliary service, acting through or under the authority of Royal Canadian Naval Service, and all boards, commissions or departments of His Majesty's Canadian Government of and from claims which we may now have or which hereafter may arise and which now could or at any time hereafter be made in consequence of damage sustained or any alleged damage sustained, to the above-named motor vessel while in custody of His Majesty's Royal Canadian Naval Service or any auxiliary patrols, commissions, boards or departments hereinbefore named.

AND FURTHER, we covenant that we are the owners and/or mortgagees, shipyard repairers and all others having any interest, claim or demand against the said vessel and are the only parties or persons having any interest, claim, lien, demand or charge over the above-named motor vessel, and should any claim hereafter be made by or through any parties whatsoever, we hereby agree to indemnify and save harmless His Majesty the King as represented by any of the naval services, boards, patrols, departments, or commissions hereinbefore referred to.

AND FURTHER, that this discharge and release enures to the benefit of and is binding upon all the parties hereto, their respective heirs, executors, administrators, assigns, successors and representatives.

DATED at Vancouver, British Columbia, this

21st day of

April 1942

WITNESS:

R. G. Ransford

NELSON BROS. FISHERIES LTD.

Per *[Signature]*

"A"

This Indenture

made the **eighth** day of **July** in the year of our Lord
one thousand nine hundred and thirty **nine**

In Pursuance of the "Bills of Sale Act"

Between

K. Chiba of the city of Vancouver, in the Province of British
Columbia

"FISHERMAN"

hereinafter called the "Grantor," of the FIRST PART
AND

The Anglo-British Columbia Packing Company, Limited a company
incorporated under the laws of Great Britain with Head Office
at 2, 3 & 4 Idol Lane, Eastcheap, London England and licensed
to carry on business in the Province of British Columbia and
having its Head Office for said Province at the City of
Vancouver

hereinafter called the "Grantee," of the SECOND PART

WITNESSETH that the said Grantor, for and in consideration of the sum of **Eight hundred and forty- one (\$841.00) 00/100** ----- dollars
of lawful money of Canada to in hand well and truly paid by the said Grantee, at
or before the sealing and delivery of these Presents (the receipt whereof is hereby acknowledged),
HATH granted, bargained, sold and assigned and by these presents DOTH GRANT, bargain, sell,
and assign unto the said grantee, ALL AND SINGULAR the goods and chattels hereinafter par-
ticularly mentioned and described, and all and singular the goods and chattels which during the
continuance of these Presents shall be brought on the premises hereinafter mentioned, either in
addition to or in substitution for the goods and chattels hereinafter set forth, and all the right
and interest of the said Grantor therein and thereto, which said goods and chattels may be more
particularly described as follows:

Gasoline Powered Fishing Boat

Length - Thirty- two feet six inches 32' 6"

Breadth - Seven feet six inches 7' 6"

Depth - Three feet four inches 3' 4"

Engine - Easthope 7-9 H.P. Marine Engine No. NA 3553

ALL WHICH said goods and chattels are in possession of the Grantor at

Knight Inlet, in the Province of British Columbia

in the Province of British Columbia.

TO HAVE AND TO HOLD all and singular the said goods and chattels unto the said Grantee TO THE ONLY PROPER USE AND BEHOOF of the said Grantee FOREVER: PROVIDED ALWAYS and these presents are upon this express condition, that if the said Grantor do and shall well and truly pay, or cause to be paid unto the said Grantee the full sum of

dollars, with interest for the same at the rate of **six** per centum per annum, from the **First** day of **October** on the following days and times, that is to say:

Oct. 1st. 1939

THEN THESE PRESENTS and every matter and thing herein contained, shall cease, determine, and be utterly void to all intents and purposes, anything contained to the contrary thereof in anywise notwithstanding.

AND the said Grantor shall and will warrant and forever defend by these Presents ALL AND SINGULAR the said goods and chattels by these Presents unto the said Grantee against him and the said Grantor, and against all and every person and persons whomsoever:

AND the said Grantor doth hereby COVENANT, PROMISE, and AGREE, to and with the said Grantee that the said Grantor, or some one of them, shall and will well and truly pay, or cause to be paid, unto the said Grantee the said sum of money, in the above proviso mentioned, with interest for the same as aforesaid, on the days and times and in the manner above limited for the payment thereof: PROVIDED that in default of payment of any of the payments or instalments hereinbefore mentioned, or any part thereof, the principal sum then unpaid and hereby secured shall become due and payable; AND ALSO that in case default shall be made in the payment of the said sum of money in the said proviso mentioned, or in the interest thereon, or any part of the principal or interest, or in case the said Grantor shall attempt to sell or dispose of or in any way part with the possession of the said goods and chattels, or any of them or to remove the same, or any part thereof, from the premises upon which they are now located, or suffer or permit the same to be seized or taken in execution without the consent of the said Grantee to such sale, removal, or disposal thereof first had and obtained in writing, or in case default shall be made in the performance of any of the covenants by the said Grantor in these presents contained, or in case the Grantee shall feel unsafe or insecure or deem said goods and chattels in danger of being sold or removed, THEN in such case it shall and may be lawful for the said Grantee with his servant or servants, and with such other assistant or assistants as they may require, at any time during the day, to enter into and upon any lands, tenements, houses, and premises wheresoever and whatsoever where the said goods and chattels or any part thereof may be, and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places for the purpose of taking possession of and removing the said goods and chattels: AND upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful, and the said Grantee and each and any one of them, is and are hereby authorized and empowered to sell goods and chattels, or any of them, or any part thereof, at public auction or private sale as to them, or any of them, may seem meet; with liberty to the said Grantee to buy in any of said property at any sale by auction or to rescind or vary any contract for sale, and to resell the same without being responsible for any loss or diminution in price, and to give effectual receipts for any purchase-money, and to do all other acts and things which the said Grantee may think necessary; AND from and out of the proceeds of such sale in the first place to pay and reimburse themselves all such sum and sums of money as may then be due by virtue of these Presents, and all such costs and expenses as may have been incurred by the said Grantee in consequence of the default, neglect or failure of the Grantor in payment of the said money, with interest thereon, as above mentioned, or in consequence of such sale or removal, as above mentioned, and in the next place to pay unto the said Grantor all such

surplus as may remain after such sale, and after payment of all such sum or sums of money, and interest thereon, as may be due by virtue of these Presents at the time of such seizure, and after payment of all costs, charges and expenses incurred by such seizure and sale as aforesaid; **PROVIDED** that the said Grantee may, in default of any one of the payments or instalments hereinbefore mentioned, or any part thereof distrain for the whole principal sum then unpaid. **PROVIDED ALWAYS** nevertheless, that it shall not be incumbent on the said Grantee to sell and dispose of the said goods and chattels, but that in case of default of payment of the said sum of money, with interest thereon, as aforesaid, it shall and may be lawful for the said Grantee peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said goods and chattels, without the let, molestation, eviction, hindrance, or interruption of the said Grantor, or any part of them, or any other person or persons whomsoever; **AND** the said Grantor doth hereby further **COVENANT, PROMISE and AGREE** to and with the said Grantee that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that the said Grantor, shall and will forthwith pay, or cause to be paid, unto the said Grantee all such sum or sums of money, with interest thereon, as may then be remaining due; as well also as all costs and expenses as may be incurred by any seizure.

AND the said Grantor doth put the said Grantee in full possession of the said goods and chattels by delivering to him these Presents in the name of all the said goods and chattels, at the sealing and delivery thereof; **AND** the said Grantor covenants with the said Grantee that he will, during the continuance of this mortgage, and any and every renewal thereof, insure the chattels hereinbefore mentioned against loss or damage by fire in some insurance office (authorized to transact business in the Province of British Columbia) in the sum of not less than their full insurable value, and will pay all premiums and moneys necessary for that purpose, as the same become due; and will, on demand, assign and deliver over to the said Grantee the policy or policies of insurance and receipts thereto appertaining; **PROVIDED** that if on default of payment of said premium or sums of money by the Grantor the said Grantee may pay the same, **AND** such sums of money shall be added to the debt hereby secured, and shall bear interest at the same rate from the day of such payment, and shall be repayable with the sum hereby secured.

WHEREVER the singular or the masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them (where the context or the parties so requires.)

IN WITNESS WHEREOF the Parties to these Presents have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
In the presence of

Signature of Witness *D. D. O'Leary*

Street Address _____

City or Town _____

Occupation of Witness *Bookkeeper*

K. Chiba

THIS is the paper-writing marked the letter "A" referred to in Affidavit of
SWORN before me this _____ day of _____

A.D., 193

ORIGINAL

DOMINION OF CANADA

T. 7a No. Z— 35596

DEPARTMENT OF NATIONAL REVENUE—INCOME TAX DIVISION
MINISTÈRE DU REVENU NATIONAL—DIVISION DE L'IMPÔT SUR LE REVENU

INSPECTOR OF INCOME TAX

INTERIM RECEIPT
REÇU PROVISOIRE

DISTRICT

Vancouver

DATE

July 24

19 43.

RECEIVED FROM
REÇU DEADDRESS
ADRESSE

* Kinzaburo Chiba,
c/o Office of the Custodian,
912 Royal Bank Bldg,
75 West Hastings St.,
Vancouver, B.C.

526

ON ACCOUNT OF INCOME TAX FOR TAXATION YEAR
À COMPTÉ DE L'IMPÔT SUR LE REVENU POUR L'ANNÉE FISCALE — 19 41

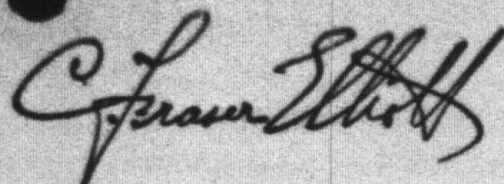
TAX—IMPÔT : 51.10

PENALTY—AMENDE :

INTEREST—INTÉRÊT :

TOTAL : 51.10

112



DC

COMMISSIONER OF INCOME TAX
COMMISSAIRE DE L'IMPÔT SUR LE REVENU

SIGNATURE OF CASHIER — SIGNATURE DU CAISSIER

THIS RECEIPT IS NOT VALID UNLESS SIGNED BY THE CASHIER—CE REÇU N'EST VALIDE QUE S'IL EST SIGNÉ PAR LE CAISSIER

Form G

DEFENCE BRIEF

Moose Jaw, Sask.,
April 9th, 1948.

Kinsabura CHIBA

File No. 430

Case No. 816

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

1. Vessel Claim

\$992.00

Appraised at

\$431.00
(including 15% mark-up)

Sold for

\$431.00 - 10% = \$387.90

Witness: 1. O.W. Phillipson, Appraiser for
J.F.V.D.C., April 1942.
'Damage \$25.00, Guardrail
and pilothouse broken. Value
of boat, 1942, \$375.00.
Boat built in amateurish
fashion, cheaply and unfinished.
Extremely poor sales value.
Estimated age, 3 years.
Price below actual value because
of undesirability.'
Survey # 162 N.W.

N.B. The vessel claim includes \$92.00 worth of essential equipment, which
was included in the appraisal, and, as is the normal practice,
sold in conjunction with the vessel.

2. Fishing Gear & Equipment Claim

\$552.00

No Record at any time.

Witnesses:

1. F. G. Shears - J.P. Form,
Exhibit No. 3, which the
claimant refused to sign.
2. J.M. Murphy - Com. Engineer,
R.C.N.R. Naval Surveyor,
dated July 16, 1942 - to be filed.

Summary of Defence
Witnesses

Where
Required

Summary of Documents
to be filed

Witness Proving
Same

O. W. Phillipson

1

F. G. Shears

2

J. M. Murphy

2

Survey Report
dated July 16/42.

HAC/mw

Extract from O.W. Phillipson's notebook. Mr. Phillipson was employed by the Japanese Fishing Vessels Disposal Committee as appraiser in April and March, 1942.

Survey No. 162 - New Westminster boats.

K.C. V. 143 E

Condition -
Damage - Med (\$25)

Boat New
Engine " E.7

Value 1942 - \$375.

(431)

Boat built in amateurish fashion.
Cheaply & unfinished - extremely poor sales value.
Estimated - 3 years old.
Guardrail & Pilot House broken
Price below actual value acc. of undesirability.

////////////////////////////////////

\$431.00 was the JFVDC suggested negotiating price.

COPY

"Ruth C"
"G.N."

"K. C." V-143 E

July 16, 1942.

This boat was surveyed at New Westminster in the presence of Mr. Radford of B. C. Packers Ltd., and Mr. Newcome, of Nelson Bros. Fisheries. Claim for missing inventory noted as follows:

- 1 Compass
- 1 Battery
- 1 KW Coil & Wiring
- Net Drum & Parts
- 1 Stern Roller
- 1 Wico
- 1 Anchor & Line

Damage to starboard guard rail approximately 12 feet.

J. M. Murphy,
Com. Engineer, R.C.N.R.
Naval Surveyor.

JMM/FM

Case No. 816 - Kinzaburo Chiba, File XI.430

Boat Claim: "Ruth C" Vancouver Licence 6374
Hull built by claimant, 1940 - cost of Materials \$700.00 (original claim \$600.
Engine new in 1940 cost \$400.00

Gross Claim:	Boat	900.00
	Searchlight	37.00
	Batteries	25.00
	Compass	30.00
		<u>992.00</u>

Sale: This was one of the boats turned over to Nelson Bros. Fisheries Ltd.
under custody agreement between that company and the JFVDC in July, 1942.

Sold to Nelson Bros. Fisheries Ltd. on November 2, 1942, by Custodian.

Sale Price: \$387.90 (\$531.00 less 10%)
Expenses: 60.42 (proportionate share)
Net Credit: 327.48

Valuation: Phillipson (March or April, 1942) \$375.00 (JFVDC price: \$431.00)
Gould: No appraisal.

Damage: At time of survey by Phillipson guardrail and pilothouse were broken.
At time of survey by Naval surveyor and representatives of Nelson
Bros. Fisheries, July 16, 1942, the guardrail only was in need of repair.
Pilothouse possibly repaired by Naval personnel.
Claim for \$6.89 covering repair to guardrail paid to Nelson Bros.
Fisheries under terms of custody agreement. Payment from Naval Claim Fund.

Equipments: Essential Gear missing on July 16, 1942, was listed. Claim for \$46.95
paid to Nelson Bros. Fisheries in connection with missing gear.
Payment from Naval Claim Fund.

Information supplied by claimant: JFVDC "catalogue sheet" shows that claimant placed a value of \$900.00
on his boat. This sheet does not refer to the materials and fishing
gear which he ^{now} claims were on the boat at time of surrender to Navy.

Information supplied to Custodian was not consistent, in regard to his
assets. In regard to his liabilities it was untrue.
Ltr. of June 5, 1947, first information given to Custodian that boat
had anything other than essential gear on board.

Age: Phillipson estimated the boat to be 3 years old. Poorly built.
"Catalogue Sheet" reported hull 2 years old - Engine 3 years old.

Valuation: The boats sold at Japanese Fishing Vessels Disposal Committee price
were sold on the understanding that any recent damage (which might
have occurred after seizure) and any missing ~~equipment~~ essential
boat equipment had not been considered by the appraiser in reaching
his valuation. That is that the valuation was of the boat with
recent damage repaired and essential boat equipment supplied.

Sale Price: Under the terms of the custody agreement, Nelson Bros. Fisheries Ltd.
were given an option to purchase the boats in their care at a deduction
of 10% below the JFVDC "suggested negotiating price".

Expenses: Although this boat was in the care of Nelson Bros. Fisheries Ltd.
a proportionate share of the expenses incurred by Custodian in caring
for boats in his care was charged to this boat.

/FM

Handwritten: 11/11/48 9M
CASE NO: 816.

JAPANESE PROPERTY CLAIMS COMMISSION

Moose Jaw, Saskatchewan,
April 9th, 1948.

IN THE MATTER OF THE CLAIM OF
KINZABURA CHIBA.

PROCEEDINGS AT HEARING.

CASE NO. 816.

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

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE
 (THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

10

Moose Jaw, Saskatchewan,
 April 9th, 1948.

IN THE MATTER OF THE CLAIM OF
KINZABURA CHIBA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
 Dominion Government.

B. MOORE, Esq.,

appearing for the
 Claimant.

A. WATSON, Esq.,

Secretary.

D.J. HANDFORD, Esq.,

Official Interpreter.

T.P. HORROBIN, Esq.,

Official Reporter.

30

K. Chiba,
In Chief.
Discussion.

MR. MOORE: We will take first the Chiba claim, my lord.
It is very short actually.

KINZABURA CHIBA, the claimant herein, being
first duly sworn, testified through the
Interpreter as follows:

THE COMMISSIONER: Was this vessel sold by the Custodian,
Mr. Hunter?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: All right, proceed, Mr. Moore.

10

DIRECT EXAMINATION BY MR. MOORE:

Q Your name is Kinzabura Chiba? A: Yes. A

Q And your number was 10323? A: Yes.

MR. HUNTER: My lord, could I possibly correct my
previous statement? The Custodian signed the bill
of sale, but it was one of these ones which was
arranged by the Japanese Fishing Vessels Disposal
Committee through the cannery, and while I am not
saying that we are adopting this position, it may
be when we analyze it more carefully, we may find
all we did was complete a deal that had been
arranged.

20

THE COMMISSIONER: May I explain what the situation there
is, Mr. Moore? Originally there was a special
committee appointed by the Federal Government or
some branch of it to dispose of Japanese Fishing
vessels, and that Committee caused appraisals to
be made of all vessels and then negotiated sales
with the consent of the owner.

30 MR. MOORE: I see.

K. Chiba,
In Chief.

3

THE COMMISSIONER: That continued down to the end of July, 1942, and at that time there were approximately 200 vessels that had not been disposed of. Those vessels were turned over to the Custodian, and he actually sold them. Now, falling between those two categories were a number of vessels which the Japanese Fishing Vessels Disposal Committee had negotiated sales for but which had not been finally completed, to the extent of delivering title, and the Custodian did deliver title.

10 MR. MOORE: I see.

THE COMMISSIONER: So your claim may be in one of the two latter positions. It may be a sale by the Custodian, or it may be a sale completed by the Custodian which was arranged by the Disposal Committee.

MR. MOORE: I presume the question would also arise as to whether an owner consented to the sale in the first place.

20 THE COMMISSIONER: Yes. I omitted to tell you there were some instances where the Disposal Committee put some degree of pressure on the claimant to effect a sale at a price that the Committee approved.

MR. MOORE: Yes. I note also in the Custodian's file this vessel was purchased by the agency in charge of the sale, and he received a commission on the sale as well.

MR. HUNTER: Oh no.

30 MR. MOORE: That is the way it appears in the record.

4
K. Chiba,
In Chief.

MR. HUNTER: That is not quite true, my lord. Your Lordship will remember from the summary I drew up they made a special deal with the Nelson Brothers Fisheries whereby they would take them over and keep them up and maintain them and they would be permitted to buy them at a certain discount below the suggested price, I think 10% lower. In other words, the boats were maintained and looked after thus saving the Disposal Committee quite a bit of money. Whether it was a proper deal or anything else, I don't know, but it was the deal.

THE COMMISSIONER: It may not be as bad as you think it looks.

MR. MOORE: Yes.

Q Mr. Chiba, do you recall the date of your evacuation from British Columbia? A: November 12th, 1942.

Q Now, prior to your evacuation, whereabouts in British Columbia were you living?

A 771 Powell Street.

20 Q Whereabouts is that — which city?

A In Vancouver.

THE COMMISSIONER: Now, Mr. Moore, you are starting in on these claims; we have evolved a method of proof that may appear to be including many shortcuts. You may ask your claimant to verify the facts contained in his claim and I will accept his testimony as prima facie proof of the facts contained therein. You need not go through everything as you would do on a trial.

30 MR. MOORE: Q: What was your occupation?

K. Chiba,
In Chief.

A Fisherman.

Q I am showing you a statement, Mr. Chiba, showing certain personal chattels with the values set out against each one. Would you look at that and identify that?

A: Yes.

Q This was prepared by me under your direction, is that correct?

A: Yes.

Q And this is your name on the bottom? You signed it?

A Yes.

10 MR. MOORE: I will tender this, my lord, as an exhibit. This is actually the same as in his declaration but summarized and set forth a little better.

(STATEMENT MARKED EXHIBIT NO. 1).

Q This fishing vessel, the "Ruth 'C'", did you buy that vessel or build it yourself?

A I built it myself.

Q When did you build that vessel?

A In 1940.

Q And that was a power vessel?

20 A 7 Horsepower Easthope.

Q What did you estimate the cost of that vessel to you?

A: More than \$1200.00, but I had \$900.00 when I tied it up with the Navy.

Q What did the engine cost you? A: \$400.00.

Q Was the engine new? A: Yes, brand new.

Q In what year? A: 1939.

Q And you estimate the vessel cost you to build about \$1200.00, is that right? A: Yes, that is so.

D Q You have placed a valuation in this statement of

K. Ohiba,
In Chief.

\$900.00 at the time you were evacuated?

A Well it isn't quite done with the pilothouse. I used it for 2 years myself for fishing.

Q Is that to your mind a fair valuation?

A I think it is a fair valuation for the size of my boat.

Q Now, when you were evacuated, where did you leave this vessel?

A: I left it and handed it over to the Navy at Bidwell Bay, Vancouver.

10 THE COMMISSIONER: Q: Bidwell Bay? A: Bidwell Bay on Burrard Inlet.

MR. MOORE: Q: Would you know if that vessel stayed at Bidwell Bay?

A: No, I don't know. The boats were at Westminster at that time.

Q After you left your vessel at Bidwell Bay, did you see it again?

A: No.

Q Now, apart from the vessel itself, were there any other goods or materials that you left on or inside the vessel?

A: Yes, about one

20 net and a Beed line on.

THE COMMISSIONER: You have listed these articles on Exhibit 1.

MR. MOORE: Yes, they are all there, my lord.

Q Of the articles set forth in that statement, do you say they were on the vessel when you left it at Bidwell Bay?

A: Just before evacuation I intended to finish building the pilothouse and I went to a place about four miles from Westminster and bought the materials with which to build it, but I didn't get a chance to

30

work on the construction, but all those materials were on board the boat when I left it at Bidwell Bay along with the things listed on the form.

Q And were they inside the cabin or outside the cabin?

THE WITNESS: A: All inside the cabin.

Q Was the cabin locked? A: I locked it but they ordered it unlocked and wanted the key for that boat and I gave the key to the Navy at Bidwell Bay.

Q When you left the vessel, was the cabin door locked?

10 A No, it wasn't locked.

Q All these values that are set forth in your statement, were they values you would expect to realize if you sold those articles?

A Yes. I didn't wish to sell, but that is about the price that I would have to pay.

Q When you left your vessel at Bidwell Bay, did you give any person or any organization any authorization to sell your vessel and contents?

A No.

20 THE COMMISSIONER: Q: And you gave no consent to sell at any subsequent time, is that the situation?

A Yes, I did give consent.

MR. MOORE: Q: When did you give that consent?

A I think it was in May or June of 1942.

THE COMMISSIONER: Q: And at what price?

A I received an offer of \$441.00, I think.

MR. MOORE: Q: Ask him if that was for the vessel and all the articles that were inside it?

A No, just the boat alone.

30 MR. MOORE: I think that is all the questions, my lord.

8
K. Chiba,
In Chief.
Discussion.
Cross-Exam.

THE COMMISSIONER: Very well.

MR. HUNTER: It is submitted, my lord, that the fishing vessel was sold for its fair market value. It is submitted that many of these items were undeclared, and were not found.

CROSS-EXAMINATION BY MR. HUNTER:

Q Is that your signature, Mr. Chiba?

A Yes.

10 MR. HUNTER: This is one of these forms, my lord, in which he certifies he had no property of any kind whatsoever in the protected area. It is dated the 17th of August, 1942, and signed by the claimant.

Q Do you remember being asked to sign this form when you were in Hastings Park, I believe?

A No.

Q You don't remember it?

A No, I didn't sign that. No, I don't remember.

20 Q You don't remember refusing to sign that document before you left Vancouver?

THE COMMISSIONER: I am afraid he does not understand it. Will you put the question to him in Japanese, Mr. Interpreter? You do not remember being asked to sign a document similar to this and having refused to do so?

THE INTERPRETER: A: Yes, I refused to sign it when I was in the Immigration Building.

MR. HUNTER: I see. I thought in fairness to the claimant that this should go in because apparently
30 at that time he told someone there, a Mr. Spain,

E. Ohiba,
Cross-Exam.

that he had these salmon nets at Newcastle Island with the father, Y. Inouye, average price \$200.00 each, and then he refused to sign it. There is marked underneath where there is a place for the signature, "Refuses to sign".

THE COMMISSIONER: You might pursue that with him as to whether he did have such nets at Newcastle Island.

MR. HUNTER: Q: Yes. Did you have six fishing nets at Newcastle Island?

A: No, I didn't.

10 Q You didn't?

A: No, I didn't.

Q Do you remember signing this form in the internment camp?

A: Yes, I remember it.

When was it?

Q It doesn't show any date on it, but this was a form that was sent to people in those camps, my lord, asking for further particulars if they didn't have them already.

THE COMMISSIONER: Yes.

MR. HUNTER: It is just a mimeographed form which he
20 filled out, or which was filled out for him, and it shows the fishing boat with six nets, 3 pairs of lead corks, about \$500.00 worth of equipment on the above boat, and about \$800.00 worth of household furniture at Lyon Island, New Westminster, and signed by the claimant. It is undated.

THE COMMISSIONER: Would you please tell this man to get rid of his chewing gum or whatever it is, if he is going to stand there and give evidence.

A The witness' explanation is that he has bad breath
30 and he doesn't wish to annoy anyone.

K. Chiba,
Cross-Exam.

(CARD MARKED EXHIBIT NO. 2).

(J.P. FORM MARKED EXHIBIT NO. 3).

(STATEMENT MARKED EXHIBIT NO. 4).

MR. HUNTER: Q: Do you read English?

A A little.

Q Do you remember being shown a copy of that letter by someone up in the internment camp? Possibly you should read him the letter.

A Yes, I saw it.

10 MR. HUNTER: Well now, this is a letter dated January, 7th, 1943, my lord, from Mr. Wright, counsel to the Custodian, to the Camp Commandant, Internment Camp, Angler, Ontario.

"Dear Sir: Re: P/W A-695 Chiba, Kinzaburo.

"In his statement of assets and liabilities as well as particulars given at his registration completed at the Immigration Building, Vancouver, the above internee stated that he owned the following: 6 nets and 3 pairs of lead lines
20 left with his father, Y. Inouye, at Newcastle Island, and household furniture valued at \$800.00 at Lyon Island.

"The only Inouye that we have been able to trace who lived in the vicinity of Newcastle Island, has given his age as 41 which is the same age as the internee, therefore, he cannot be the father. We have tried to trace his furniture at Lyon Island, but nothing can be found for the particulars the internee gave us were very scanty.

30

"Will you kindly parade the above and inform

K. Chiba,
Cross-Exam.

the above that unless we have full and explicit details of the whereabouts of this furniture and nets, we are unable to do anything about protecting them.

"We have been advised that the internee owes the Singer Sewing Machine Company \$79.26 on a Singer Sewing Machine, and we would like to know the whereabouts of this machine and what he suggests we should do in regard to the claim."

10

(LETTER MARKED EXHIBIT NO. 5).

Q After writing that letter which was shown to you, Mr. Chiba, we received a reply from E.D.B. Kippen, Lieutenant-Colonel, Commandant, Angler Internment Camp. After acknowledging our letter he says, "Copy of your letter has been shown to the above internee, and he states that he wishes to let his property, mentioned in your letter, go." Did you give him those instructions?

A Yes, that is true.

20

Q He then goes on to state, "As regards the Singer Sewing Machine, he states that the Singer Sewing Machine Company's agent, Mr. M. Yanagisawa, and the internee have already discussed this matter and made a settlement." So that is apparently not relevant again, my lord.

THE COMMISSIONER: That will be Exhibit 6, Mr. Secretary.

(LETTER MARKED EXHIBIT NO. 6).

MR. HUNTER: This property, that is the fishing vessel, was appraised, my lord, by the J.F.V.D.C. appraiser for \$375.00. This appraisal reads, "K.C. V.143-B -

30

K. Chiba,
Cross-Exam.

Damage \$25.00. Guardrail and pilothouse broken. Value of boat, 1942, \$375.00 (15% mark-up to reach price of \$431.00".

10 If your Lordship recalls, they usually add about 15% to make up what they call the suggested negotiation price. Then they add this, "Boat built in amateurish fashion, cheaply and unfinished. Extremely poor sales value. Estimated age, 3 years. Price below actual value on account of undesirability." I haven't the name of that appraiser. That was a J.F.V.D.C. appraisal. I will have to check the records, and he will have to be called of course.

THE COMMISSIONER: The understanding upon which I received such evidence, Mr. Moore, is that it is purely informative both from your point of view and my own,, and Government counsel must prove the facts later.

20 MR. HUNTER: It is submitted, my lord, as far as this equipment was concerned that was on the boat, that such equipment never came under the custody, control or management of the Custodian and accordingly does not fall within the terms of reference.

I don't think the analysis has been filed.

THE COMMISSIONER: No, it has not.

(ANALYSIS MARKED EXHIBIT NO. 7).

30 MR. HUNTER: I see on the analysis it does give the name of the appraiser, my lord, O.W. Phillipson. I don't know of him, my lord. Perhaps your Lordship does.

K. Chiba,
Discussion.

THE COMMISSIONER: No, I do not. Is that your case,
Mr. Hunter?

MR. HUNTER: Yes.

THE COMMISSIONER: Any re-examination?

MR. MOORE: No, my lord, but in regard to the searchlight,
batteries and compass, I believe the Custodian
acknowledged they were on the vessel at the time
of sale.

MR. HUNTER: Where is that?

10 MR. MOORE: I have a letter to us dated March 18th, 1947,
"In regard to the searchlight, batteries, and
compass, such equipment is considered essential to
the operation of a vessel and is generally sold
with the vessel. The essential boat equipment
was included in the sale of the vessel "Ruth 'C'",
and it is signed F. Mathison.

MR. HUNTER: That is probably true. These vessels were
all sold for use as fishing vessels.

20 THE COMMISSIONER: That is a matter of argument, Mr. Moore,
as to whether these articles enhance the value.
That is all, thank you, Chiba.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

T. P. Horrobin
"T.P. HORROBIN"
Official Reporter.

Name of Claimant

CHIBA, Kinsaburo

Case

816

Custodian File

X1 430

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 % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
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 & Recorded Now Missing	45% of amount in next preceding column			
		387.90								
			95.15		6.80					101.95
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
							.00 552.00		386.40	- 386.40
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			
TOTAL RECOMMENDATION										488.35