

739

14
INFORMATION FROM R.C.M.P.

DATE April 28/43

Our File No. 739

Full Name SAKAI, Yoneichi
(Surname in Block Letters)

Registration No. 03323

Male - Female
(Check)

Age Apr. 24, 1894

Former Address P. O. Box 174, Steveston, B. C.

Date Evacuated May 11/42

V
Naturalized - Canadian-Born - National
(Check)

Present Address

Minto City, B. C. - Sub 5/47

V
Married - Single
(Check)

Name of Wife nee (NAKAMO) Watsu #11140

Name of Husband

Name of Mother SAKAI, Tsuru
(In Japan)

Name of Father Yonekichi (In Japan)

Names of Children under 16

Requested by E.C.T.

Registered with Custodian Yes
(Yes or No)

Additional Information Fish Packer. Owner of boat.

February 5th, 1947.

REAL PROPERTY SUMMARY

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JAPANESE NAME: Yoneichi SAKAI, Registration No. 03323, File No. 739.
CATALOGUE NO: 774
PROPERTY ADDRESS: 678 - 4th Avenue, Steveston, B. C.
LEGAL DESCRIPTION: Lot 10 and the south half of lot 11 of Block 20, Section 3, Block 3 North, Range 7 West, Map 249, Municipality of Richmond, District of New Westminster.

CLASSIFICATION: Small dwelling

ASSESSED VALUE: Land \$ 117.00 Annual Taxes \$ 30.21
Improvements 1710.00 Appraisal 854.00
(April 22, 1944)

TITLE: Registered in the name of Yoneichi SAKAI.

ENCUMBRANCES: Registered: Certificate of Vesting filed 25615 in the Custodian.

Unregistered: No indication.

Vesting Order No. 25615 - March 25, 1943, as to the interest of Yoneichi SAKAI.

HISTORY OF
ADMINISTRATION:

Yoneichi SAKAI declared this property on April 3, 1942. The Custodian's representative reported on April 14, 1942,

"Land consists of one and one half lots situated at 678 - 4th Avenue, Steveston. House is a 5 room frame, shingle roof building in poor condition and badly in need of paint. Inside toilet, no bath." He reports no fire insurance carried, and at that time, SAKAI wished to board up the property for the duration of the war.

On May 9, 1942, before evacuation, SAKAI entered into a Lease Agreement with one Hugh Eldon Skinner from the date of SAKAI's evacuation, for the sum of \$4.00 on delivery of this agreement, the receipt of which was acknowledged, and a further sum of \$4.00 on the 11th day of each and every month during the time of the Agreement. It was agreed and understood that if the lessor wishes to dispose of the property for sale, that the lessee would have the first opportunity of purchase and providing that he did not avail himself of the opportunity of purchase, then the lessor shall give to the lessee the usual statutory notice of 30 days to quit. The lessor to pay taxes and water rates.

February 5th, 1947. 14

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The first payment of \$4.00 was received from Thomas C. King, Custodian's agent in June 1942. From this amount \$1.00 was deducted by Mr. King for collection charges. This arrangement continued with Mr. King until the November rental and the collection was then taken over by Mr. C. C. Robinson. No commission charges were paid thereafter.

Repairs were required on the sceptic tank in the amount of \$29.50 and arrangements were made with Skinner to pay half of this amount, namely \$14.75, at the rate of \$1.00 per month. Mr. Skinner was allowed to vacate the property, by the Custodian, as of November 22, 1943, and in an arrangement with Mr. Robinson, Jules Therrien took over the tenancy under the terms of the Lease, and rented the property on a monthly basis. Therrien was to take over the unpaid balance of the sceptic tank. Repairs were again required for the plumbing and sceptic tank in the amount of \$50.00 which was paid by the Custodian from SAKAI's account, September 14, 1944. Therrien remained in possession until the sale of the property on November 30, 1944.

This property was offered for sale by tender under catalogue no. 774. An acceptable tender in the amount of \$870.00 was received from Mrs. H. Therrien on May 31, 1944. It was found that Therrien could not arrange the payment of the full purchase price until the end of August or September 1944. It was agreed that in the meantime, if the Custodian received a definite cash offer from another party to purchase, they would be given first refusal. The Therrien's could not raise sufficient money and the sale was cancelled.

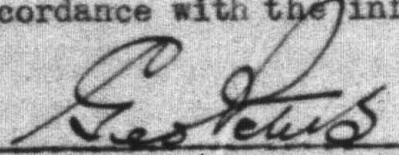
An acceptable offer was then received from W. H. Thompson in the amount of \$875.00 on November 13, 1944 and passed by the Advisory Committee on November 16, 1944.

Adjustments were calculated as of November 30, 1944. The gross amount of \$875.00 was transferred from the Custodian's Suspense account to the credit of SAKAI on February 28, 1945.

Certificate of Title No. 183024-E was delivered to the purchaser on March 17, 1945.

A complete statement of the transaction was sent to SAKAI on April 9, 1945.

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


George Peters,
Office of the Custodian.

File No. 739

February 5th, 1947.

PERSONAL PROPERTY SUMMARY

Re: Yoneichi SAKAI
Registration No. 03323

Chattels:

See chattel summary.

Specified
Articles:

There are no cameras, radios, motor vehicles or fire arms revealed in the registration or the file.

Vessels:

Although not declared by SAKAI, the file reveals the fishing vessel "Rice 3" was sold through the Japanese Fishing Vessel Disposal Committee and the net amount of \$5,049.00 was paid direct to Yoneichi SAKAI on March 27, 1942.

Bank
Accounts:

SAKAI declared \$800.00 at the Royal Bank of Canada, Steveston, B.C. As this did not come under the control of the Custodian, no action required.

Shares:

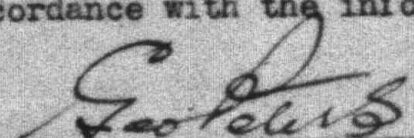
Although not declared by SAKAI, an extract appears on file dated December 14, 1943, with remarks "Holds 330 shares of Canada Mio Company Ltd."

Life
Insurance:

SAKAI declared \$1500.00 policy with the Sun Life Assurance Company, in owner's possession. As this did not come under the control of the Custodian, no action required.

No personal property interests other than those mentioned are revealed on the file.

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


George Peters,
Office of the Custodian.

GP/1c

14

SUMMARY TAKEN FROM VESSELS RECORDS

Date: March 22, 1944

Name: Yoneichi SAKAI

Reg. No. 03323

File: 739

Boat File No.: JFVDC 170

Name of Vessel: "Rice S" 48'x 10'9"x6'6"(1927) Atlas Imperial 60 HP(1936)

Lic. or Reg. No.: New Westminster 154, 435

Naval No.: NW.064-H

Owner's Valuation: \$8,000.00

JFVDC Valuation: None

Custodian Valuation: None

Date of Sale: March 23, 1942

Purchaser: Canadian Fishing Co.Ltd.

Signature on Sales Papers: No copy

Selling Price: \$5,100.00

Paid to JFVDC ~~ex-Custodian~~: 5,100.00

Supervision Costs: 51.00

Balance due Owner: 5,049.00

Paid to: Yoneichi SAKAI on March 27, 1942

Location of Boat at Sale: New Westminster

Claims Against Canadian Govt.:

Inventory Claim #79: Canadian Fishing Co. Ltd. - \$108.25 (Paid)

*Through the
Dept of Fisheries*

Additional Information:

*J. Macdonald
Feb 5, 1947*

February 4th, 1947.

CHATTEL SUMMARY

Re: Yoneichi SAKAI
Registration No. 03323

On April 3, 1942, Yoneichi Sakai declared chattels to the Custodian, see schedule. The Custodian's agent, J.D. Mather, inventoried the chattels found in Sakai's house on April 10, 1942. This does not agree with Sakai's declaration.

On February 24, 1943, the Custodian had the tenant of Sakai's former home sign for goods which were left in his possession by Sakai. This inventory is practically the same as the one sent in by J.D. Mather, with a few exceptions. At that time, Mr. Skinner, the tenant, confirmed that he sold approximately 5,000 dog fish hooks and lines at the request of Sakai and the money was forwarded to him direct. A new inventory was sent in by Sakai on January 12, 1945, which he claims is signed by Skinner, the tenant, before evacuation. We are using this list on our schedule as his declaration.

The Custodian's agent at Steveston removed chattels from Sakai's house on May 4 and 16, 1944, under the name of Y. Sakai and opposite a few goods, were marked the names of N. Kurahashi and F. Hashimoto.

Previous, on August 26, 1943, Sakai wrote to the Custodian with reference to one bag which was stored in his basement with the name of Shigeo Yokota on it. On December 28, 1943, Yasuji Sakai, cousin, file #15249 enclosed an inventory he left in Yoneichi Sakai's home. The schedule will show the disposition of the chattels that were removed.

Through some oversight the Custodian did not pick up the chesterfield suite but we have confirmed that this is still in the hands of the present tenant, Mrs. Therrien. A gramophone, two chairs, baby carriage, chiffonier, 2 or 3 white beds, and clock are still on the premises but Mrs. Therrien claims these items were abandoned by the Custodian's agent as being of no value. It is also confirmed that in the hands of Mr. Skinner, the former tenant, is a sewing machine. These two items will be attended to. The Custodian's memorandum of April 23, 1946, will cover this situation.

One net appears to be sold to a George Skinner, tagged A. Kana. This was transferred to file 12745, the Japanese of this name was never registered. Mr. Sakai was requested to supply this office with the proper name but his only reply was that he would check his records and would reply to us. No answer has yet been received.

The chattels that could be identified as belonging to the above mentioned Japanese were transferred to their respective files and the chattel schedule will show their disposition.

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

George Peters
George Peters,
Office of the Custodian.

GP/ic

Stevenson 1694

February 4th, 1947.

CHattel SCHEDULE

Re: Yoneichi SAKAI
Registration No. 03323

JAPANESE DECLARATION — APRIL 3, 1942.

dog fish gear
1 sewing machine
1 stove
living equipment
personal effects

Above left at 678 - 4th Ave., Steveston, B.C.

LIST SUPPLIED BY SAKAI LETTER OF JAN. 12, 1945, SIGNED BY FORMER TENANT - SKINNER.

1 3 pce. chesterfield suite	- still in hands of tenant, Mrs. Therrien
2 gramophones	- 1 auctioned, 1 in hands of Mrs. Therrien
3 chiffoniers	- 1 auctioned, 1 transferred to file #15249, Yasuji Sakai, 1 abandoned as stated by Mrs. Therrien.
1 dresser	- transferred to file #15249 Yasuji Sakai.
1 coal oil stove, 2 burner	- auctioned
4 chairs	- 2 auctioned, 2 abandoned states Mrs. Therrien.
1 baby carriage	- abandoned as stated by Mrs. Therrien.
2 cupboards	1 auctioned, 1 transferred to file #6650, M. KURAHASHI
3 crosscut saws	- 1 auctioned, 2 missing
6 boxes misc.	- missing
1 couch	- auctioned
5 beds	- 2 auctioned, 1 transferred to #6659, 2 transferred to INT #959, Yoshikazu HASHIMOTO.
3 lanterns	- missing
1 kitchen cupboard	- missing
1 sewing machine	- still in hands of former tenant, Hugh Skinner.
2 trunks	- missing
4 pce. dogfish gear	- 5000 hooks with line sold, money mailed to Sakai by Skinner, balance discarded.
4 boat gear	- auctioned 1 box corks, 12 fish picks, 1 cant hook.
5 scotch buoys	- abandoned

Chattel Schedule

February 4th, 1947.

- Page 2-

GOODS REMOVED FROM 678 - 4th AVE. MAY 4 and 16, 1944, IN ADDITION TO LIST
SUPPLIED BY SAKAI IN HIS LETTER OF JAN. 12, 1945.

4 stoves	- 2 junk, 2 missing
1 kitchen stove (F. Hashimoto)	transferred to file #INT 959, Y. HASHIMOTO.
1 small heater	- auctioned
2 large crocks	- auctioned
1 small crock	- auctioned
2 dunnage bags	- transferred to file #15249 Yasuji SAKAI.
1 small table (M. Kurahashi)	- transferred to file #6650, Mangiro Kurahashi
1 magazine rack	- auctioned
1 box kitchen utensils	- transferred to file #6650, Mangiro Kurahashi.

ADDITIONAL GOODS AUCTIONED:

2 iron pots
2 stone jars

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



George Peters,
Office of the Custodian.

GP/1c

File No. 739

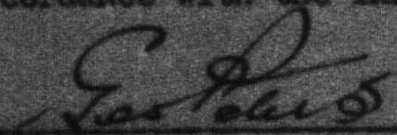
February 5th, 1947.

LIABILITY SUMMARY

Re: Taneichi SAKAI
Registration No. 93323

There are no claims against the above-named Japanese revealed on the file.

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


George Peters,
Office of the Custodian.

GP/10

File No. 739

April 9, 1945

MEMORANDUM
RE CLAIMS

Re: Yoneichi SAKAI

CREDITORS:

This party in his declaration of April 3, 1942
stated that there were no unpaid liabilities and
there are no claims filed against him as at this
date.

GDM/GH

1

NAME SAKAI, YONEICHI

REGISTRATION NO. 03323

FILE NO. 739

The following chattels were sold by public

auction at Steveston, B.C. on May 12, 1944

Kitchen cabinet	EXHIBIT No. <u>Case 15-6</u>	\$ 5.25
Chest of Drawers	DATE <u>10 Dec. 1947</u>	2.25
Gramophone	FILED BY	0.25
Magazine Rack	<u>J.A. McLennan</u>	0.25
Bed & Spring		12.00
Double bed & spring		3.50
Winnipeg Couch		4.50

Total		\$ 28.00
Less Expenses:	(Auctioneer's Fee: \$2.80 (Advertising: 1.30 (Moving: 2.63)	\$ 6.73
Net Proceeds Credited:		\$ 21.27

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering List No. Steveston 13

Remarks:

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

DATE: March 18, 1948

B.L. Larsen

NAME SAKAI, Yoneichi

REGISTRATION NO. 03323

FILE NO. 739

The following chattels were sold by public
auction at Steveston, B.C. on August 11, 1944.

Cross Cut Saw

EXHIBIT No. _____

DATE _____

FILED BY _____

\$ 0.85

Total

(Auctioneer's Fee: \$0.08

\$ 0.85

Less Expenses: (Advertising: 0.05
(Moving: 0.10

\$ 0.23

Net Proceeds Credited:

\$ 0.62

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering List No. Steveston 13

Remarks:

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

DATE: March 18, 1948

B. L. Larsen

NAME SAKAI, Yoneichi

REGISTRATION NO. 03323

FILE NO. 719

The following chattels were sold by public
auction at Steveston, B.C. on June 2, 1944

2 Stone Jars	\$ 0.25
2 Iron Pots	0.50 ^m
Large Stone Jug	0.50
1 Large & 1 Small Jug	1.00 ^m
2 Kitchen chairs	1.10
Oil Stove	1.00
Heater Stove	1.00

Total

Less Expenses: (Auctioneer's Fee: \$0.53
(Advertising: 0.29
(Moving: 0.59

Net Proceeds Credited:

\$ 5.35

\$ 1.41

\$ 3.94

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering List No. Steveston 14

Remarks:

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

DATE: March 18, 1948.

B. J. Hansen

CASE NO. 15.

JAPANESE PROPERTY CLAIMS COMMISSION.

Kanloops, B. C.,

December 10th & 11th, 1947.

IN THE MATTER OF THE CLAIM OF
YONEICHI SAKAI.

739

PROCEEDINGS AT HEARING.

F.G. Shears, Esq.

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 22.

JAPANESE PROPERTY CLAIMS COMMISSION.

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

Kamloops, B. C.,
December 10th, 1947.

20

IN THE MATTER OF THE CLAIM OF
YOSHIOKI BAKAI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq., appearing for the
Dominion Government.

J.A. MacLENNAN, Esq., appearing for the
Claimant.

A. WATSON, Esq., Secretary.
G.H.K. UPTON, Esq., Official Interpreter.
T.P. HONROBIN, Esq., Official Reporter.

30

Y. Sakai,
In Chief.

MR. MacLENNAN: Subject to your Lordship's approval,
the next case will be No. 14 on the list, that
of Yoneichi Sakai. That will be Case No. 15.

YONEICHI SAKAI, the claimant herein,
being first duly sworn,
testified through the inter-
preter as follows:

MR. MacLENNAN: My lord, I would like to make an appli-
cation to amend the claim insofar as the real
property is concerned. It is a typographical
error, \$675.00 instead of \$67.99. The balance
of net loss is the same. Apparently it is a
mistake in typing.

THE COMMISSIONER: The claim, as I have it, reads
correct.

MR. MacLENNAN: Oh, I see. The one I have hasn't been
corrected.

THE COMMISSIONER: No other amendments?

MR. MacLENNAN: My lord, I wish to abandon a claim for
130 shares of Canada Mill Company Limited amount-
ing to \$330.00.

THE COMMISSIONER: Yes.

MR. MacLENNAN: And the claim for the fishing vessel
amounting to \$500.00, leaving a net claim for
the chattels of \$803.67, and the combined claim
total is \$1133.68.

THE COMMISSIONER: The combined claim is not shown in
any event, is it?

MR. MacLENNAN: It is shown as at \$1965.68.

THE COMMISSIONER: Oh yes. Now the combined claim
is what?

Y. Sakai,
In Chief.

MR. MacLENNAN: \$1135.68.

THE COMMISSIONER: All right. No objection to that amendment, I take it, Mr. Hunter?

MR. HUNTER: No, my lord. Excuse me, my lord, just on that point I don't know exactly what my friend's attitude is on this, but in every case we always quote the gross amount received from a sale, and there is a tendency on the part of the claimants to quote the net amount. We have to pay real estate commissions, and things like that, and fire insurance adjustments and various types of adjustments and the net amount could conceivably be anywhere from \$10.00 to \$50.00 less than the gross amount of the sale.

THE COMMISSIONER: Does that point arise here?

MR. HUNTER: That point arises here. The actual sale price was \$675.00 for the real property, but when the adjustments came along it was reduced to \$667.99. There are charges for advertising and Land Registry Office fees and so on.

MR. MacLENNAN: My lord, I think practically all the forms will show the net amount which was received by the claimant. In many cases he doesn't know what the adjustments were, and in any event there may be an argument at the conclusion of this hearing on what should have been deducted by the Custodian and what is permissible and what is not. So I think it would be proper to show the net amount received at this stage.

THE COMMISSIONER: We know what the situation is then.

Y. Sakai,
In Chief.

It might be they will satisfy you, or convince you, Mr. Hunter, that you made improper deductions.

MR. HUNTER: Yes, but it seems to me they provided for putting in the gross sale price in these cases.

THE COMMISSIONER: The gross sale price in this instance was \$875.00.

MR. HUNTER: Yes, my lord.

DIRECT EXAMINATION BY MR. MacLENNAN:

10 Q Mr. Sakai, were you a fisherman at the time of the evacuation? A Yes, I was a fish picker.

Q Before you were evacuated from the Coast area, did you complete a Custodian's form, or a J.P. form? A Yes.

Q Is that your signature (producing)?

A Yes.

MR. MacLENNAN: The signature is on the J.P. declaration form, my lord, dated the 3rd of April, 1942. I would like to show the personal property the claimant disclosed.

MR. HUNTER: I suggest you file that, Mr. MacLennan.

MR. MacLENNAN: Very good. I will tender it as Exhibit 1, my lord, and proceed with it.

(J.P. FORM MARKED EXHIBIT NO. 1).

Q Mr. Sakai, at the time of your evacuation, did you enter into a lease with a man named Hugh E. Skinner in connection with that property?

A Yes.

20 Q Is that your signature and is that the lease,

Y. Sakai,
In Chief.

(producing)?

At Yes.

MR. MACLENNAN: I tender that as Exhibit 2, my lord.

THE COMMISSIONER: What rental?

MR. MACLENNAN: It is a rental of \$4.00 per month.

THE COMMISSIONER: \$4.00?

MR. MACLENNAN: \$4.00.

(LEASE MARKED EXHIBIT NO. 2).

Q Now, Mr. Sakai, dealing with your J.P. declaration.

MR. MACLENNAN: I would like to read, my lord, for the
10 record the statement of personal property as
contained in the declaration, "Dog fish gear,
1 sewing machine, 1 stove, living equipment and
personal effects at 678 4th Avenue West, Steveston,
B.C., in owner's possession." And the real estate
referred to, my lord, is Lot and one-half at
678 West 4th Avenue.

Q Mr. Sakai, your claim for real estate in this
matter is in connection with 678 4th Avenue West,
Steveston?
At Yes.

20 Q What kind of property is that -- house property?

A I can't get it.

Q Is it residential property? Is it a house and
lot?
At Yes.

Q When did you become the owner of it?

A 1926.

Q Was the house on it then? At No. I
put it up myself.

Q When did you build the house?

THE INTERPRETER: At At the time that he bought the
30 property.

Y. Sakai,
In Chief.

Q Now, do you know what the house cost you to build?

A The lot and a half cost him \$250.00. He says that he has forgotten.

Q As to the cost of the building of the house?

A Yes.

Q How did you happen to enter into this lease with Skinner on the 9th of May, 1942, at \$4.00 a month?

A He says it wasn't in the nature of a rental, but rather that because it was due to wartime he wanted somebody to look after his property.

Q Did you leave your personal chattels there?

MR. MacLEHMAN: My lord, I refer to the Custodian's file and I would like to read from a document dated April 14th, 1942, signed by J.D. Hather whom I understood was a valuator for the Custodian, or he was an agent for the Custodian, my lord. Under the heading "Recommendations":

"Sakai wishes to board up property for the duration. The house would rent for at least \$12.00 and with furniture for \$15.00 per month. While I would consider it more advisable to rent the house, I can only recommend that the wishes of the owner be followed."

MR. HESTER: Don't you want that in?

MR. MacLEHMAN: I think not. So long as that part is on the record, I don't need to remove it from the Custodian's file, unless he wants it filed himself.

MR. HESTER: I shall be filing it later. If you want

to file it now, you can.

MR. MacLENNAN: Very well. I file that document, my
lord, to which is attached a list of chattels
inventory as of April 10th, 1942.

(DOCUMENT MARKED EXHIBIT NO. 3).

THE COMMISSIONER: Have you compared the list of
chattels with your claim?

MR. MacLENNAN: I have compared it in the main, my
lord. It is pretty difficult to determine
10 exactly but there are more goods on the claim
of this claimant than are shown in that inventory,
but it does appear from the Custodian's record --
now, I am not sure about this matter so I will
just let that stand.

Q Did you have any insurance on that property,
Mr. Sakai? At Yes.

Q I am showing you an insurance policy of the
London & Lancashire Guarantee & Accident Company
from May 9th, 1942, to May 9th, 1945. Was that
20 insurance policy your policy in respect of these
premises? At Yes.

MR. MacLENNAN: I tender that, my lord, as Exhibit 4.

(INSURANCE POLICY MARKED EXHIBIT NO. 4).

MR. MacLENNAN: There is a thousand dollars insurance
on the building, my lord, and \$200.00 on the
household furniture and effects.

Q Mr. Sakai, at the time that you were evacuated or
shortly before that time, did you receive any
offers for the purchase of your house?

30 A Hugh Skinner was anxious to buy it.

Y. Sakai,
In Chief.

Q That is the tenant under that lease?

A Yes.

Q Did he make any offer?

A He said -- that is the owner -- told Skinner he would sell for \$1200.00.

Q And what did Skinner say about that?

A He would like to buy it.

Q Did you sell it to him?

10 A He said that Skinner could only pay \$600.00 down, and he wanted all cash.

Q That is Mr. Sakai wanted all cash? Now, Mr. Skinner could pay \$600.00. Was there any discussion of the other \$600.00 to be paid?

A Skinner said with regard to the balance how would it be to pay the balance in two or three years' time on payments.

Q That wasn't satisfactory to you, Mr. Sakai?

A It was unsatisfactory to him.

20 Q Mr. Sakai, how long had it been before you evacuated that you had painted the house?

A He says he is not perfectly certain but between five to six years.

Q What was the condition of the paint?

A Good.

Q What was the condition of the roof? Did it leak at all?

A: He says there was a portion of the roof where there was a small leakage -- a little.

30 Q How the paper. The house was papered inside, was it? A: Yes.

Y. Sahni,
In Chief.

- Q What condition was the paper in? Was it crumpled or not? A It was good.
- Q The house had a basement? A Yes.
- Q How high was the ceiling of the basement?
- A I don't know. About six feet, I think he said.
- Q Could you stand full height in the basement without stooping? A Yes, he could stand in the basement.
- Q How tall are you? A Five feet, seven.

MR. MACLENNAN: I think my friend will agree probably to this, the date of sale by the Custodian was as of November 30th, 1944.

MR. HUNTER: The real property?

MR. MACLENNAN: Yes.

MR. HUNTER: Yes, the 30th of November, 1944.

MR. MACLENNAN: Q: Mr. Sahni, you prepared a type-written list of your personal property which you are claiming here?

A Yes.

Q Is this a copy of the one which is attached to your application form?

A Yes.

(DOCUMENT MARKED EXHIBIT NO. 5).

THE COMMISSIONER: How about the value shown on it?

MR. MACLENNAN: Yes, my lord. I was just waiting for it to be marked as an exhibit.

Q Mr. Sahni, you have shown certain values which you have called "Estimated value" for different

Y. Sakai,
In Chief.

articles mentioned in that list?

A Yes.

Q How do you arrive at that value? What does it indicate? Is it the cost price or the price it was worth at the time of the evacuation, or worth now, or what?

A: He says it is an approximate price, according to his reckoning, at the time of evacuation.

10 Q Dealing with the first item, 5 piece chesterfield suite, when was that purchased?

A Four years before evacuation.

Q Was it bought new or second-hand?

A It was new.

Q Do you know what it cost? A: \$220.00.

Q What was the condition of it at the time of evacuation? A: Good.

Q How long had you had the gramophone?

A About seven years before. About seven years.

Q And had it been bought new or used?

20 A It was new at the time.

Q And what was the cost? A: \$70.00.

Q What was the condition of it when you left it?

A Good.

Q Was it in working order?

A Yes, he could use it.

Q Mr. Sakai, you are claiming for four pieces of dayfish gear and four boats gear, \$240.00.

A Yes.

30 Q What does that consist of? What kind of gear is it? A: Hooks and lines.

Y. Sakai,
In Chief.

Q Hooks and lining anything else?

A Anchor line.

Q How many dogfish hooks? A Seven thousand.

Q Seven thousand dogfish hooks?

A Seven thousand.

Q That is the amount you are claiming for here, is it?

A Yes.

Q How you also left some other dogfish hooks with the tenant, Mr. Skinner?

20 A Yes.

Q Did he sell some of those for you?

A Yes.

Q How many did Skinner sell?

A He sold them for \$120.00. You wanted to know how many, wasn't it?

Q Yes.

A About 4600.

Q You received that money from Mr. Skinner?

A Yes.

20 THE COMMISSIONER: I take it he means what Skinner sold for him was the same type of thing that he is claiming for, 4 pieces dogfish gear, though it had 4600 hooks instead of 7000.

MR. MacLENNAN: That is right, my lord. As a matter of fact I will bring that out a little more clearly.

Q Mr. Sakai, these hooks were kept on what are called skates? A I can't

get this. There is no Japanese for it.

30 He said they were subject to deterioration or spoilage if they were put on the ground, so they

Y. Sakai,
In Chief.

were put on poles.

Q Yes, what kind of lines did you have?

A Manila rope.

Q And how many lines? A: Four.

Q How old were those lines?

A The old ones, two years, and the new ones, one year.

Q There was one new one and three old ones, is that right?

A: Yes, half

10 and half. Two of each.

Q And what is the cost price now of one line?

A You want the price of the line only, not the hooks?

Q Yes, the line, that is right. We will ask him thing did those lines have hooks on them?

A Yes, they had hooks.

Q The lines that you are claiming for in this claim, did they have hooks on them or did they not?

A There were hooks attached to them.

Q And what is the value of a new line with hooks attached?

20

A \$120.00.

Q Mr. Sakai, you are claiming for a sewing machine, \$25.00, is that right?

A Yes.

Q Do you know what that cost you?

A About \$90.00.

Q And about how old was it at the time of the evacuation? When did you get it?

A About 11 years. He is not quite certain.

30 Q Was it still useable, or was it broken or what

Y. Sakai,
In Chief.

was its condition?

A It was useable.

Q You are claiming for two trunks and contents,
\$20.00.

A: He had in one

box some dolls which Japanese use at certain
festivals.

Q In one box or trunk?
trunk.

A: Yes, in one

Q What value did he place on the dolls in that
trunk?

A: He put a price

of about \$15.00 on them.

Q These are what are called Japanese ceremonial
dolls, are they?

A: There is some

festival -- I forget what it is now -- it is in
May they have a festival and they got these dolls
out. It is connection with a Japanese festival.

Q What was in the other trunk?

A It is porcelain.

Q Was it full or half full?

20 A You mean the one with the porcelain?

Q Yes, how much was in there?

A About half full.

Q Now, you are claiming for a set of encyclopedia,
\$50.00. Is that an English or Japanese
encyclopedia?

A: English.

Q Do you know the name of it?

A No.

Q How long did you have it?

A About six years ago. At least before the
evacuation.

Y. Sakai,
In Chief.

Q Did you buy it new or secondhand?

A Yes, new.

Q What did it cost you?

A He thinks about \$75.00, or in the neighbourhood of \$75.00.

Q As a matter of curiosity, you don't read English, I suppose, Mr. Sakai?

A No, he can't read.

Q What did you want with an English encyclopedia?

10 A He bought it for his children.

MR. MACLENNAN: My lord, I would like to tender as the next exhibit the auctioneer's report from the Custodian's file dealing with the articles sold by the office of the Custodian totalling \$25.85, including 25 cents for the gramophone.

(REPORTS MARKED EXHIBIT NO. 7).

Q Did you receive that letter from the Custodian's office (producing)?

A Yes.

20 MR. MACLENNAN: This is a letter, my lord, dated February 5th, 1947, addressed to Mr. Yoneichi Sakai, registration number 95325, signed by George Peters, "Office of the Custodian". Part of this letter reads,

"We find that there is still outstanding a chesterfield suite and one Singer sewing machine which will be dealt with in the very near future."

Q Did you ever receive any money from the Custodian for the chesterfield?

30

Y. Salvi,
In Chief.

A No.

Q Did you receive anything for the sewing machine?

A No.

Q I am showing you a letter of March 15th, 1947, from George Peters, Office of the Custodian, addressed to you. Did you see that letter?

A Yes.

MR. MACLENNAN: My lord, I tender that as Exhibit 8.
(LETTER MARKED EXHIBIT NO. 8).

10 MR. MACLENNAN: Part of that letter, my lord, reads,
"After the sale of your property, the
Custodian removed chattels from your home
and it was then discovered that in addi-
tion to your own chattels some were found
in the names of",

and it gives the names.

"At that time, a chesterfield was left in
the house with the tenant and your sewing
machine was taken away by Mr. Skinner."

20 Then in the last paragraph,

"If you wish your sewing machine shipped
to you, we would not object to you making
your own personal arrangements with Mr.
Hugh Skinner".

THE COMMISSIONER: Would you like to take a break now?

MR. HUNTER: I would, very much, my lord.

(PROCEEDINGS RESUMED AFTER SHORT RECESS)

MR. HUNTER: My lord, in connection with these
chattels, reference is made to the J.P. form

30 where it will be noticed that the declaration of

Discussion.

chattels is a general one and that reference will be made to the claim form where the chattels are itemised for the first time. Now, insofar as these itemised chattels are concerned, I shall endeavour to break them down into different categories. Some were sold at auction, my lord, and the auctioneer's lists have been filed. In a letter dated the 5th of December, 1947, a copy of which I have here, -- this is a letter to the present tenant, my lord, in which we set forth the items which are still on the premises belonging to the claimant.

THE COMMISSIONER: What is the date of the letter?

MR. HUNTER: The 5th of December, 1947.

In paragraph 2 of the letter, it says, "This is to advise you that the undenominated articles which are the property of the Japanese named above",

who is the claimant,

"are to be held in readiness for future disposition by the owner or this office", and it enumerates them: one chesterfield suite, two chairs, broken, one gramophone, one baby carriage, small type, two beds, white. These articles which are in the itemised statement in the claim haven't been sold. They still belong to the claimant and are still on the premises.

THE COMMISSIONER: Are you putting that letter in?

MR. HUNTER: I have no one here at the moment except Mr. Shears to identify this letter.

Discussion.

THE COMMISSIONER: Would you call off the items to me again? There is a chesterfield suite?

MR. HINTER: And two chairs, broken; one gramophone; one baby carriage, small type; two beds, white. That letter is written to Mrs. Jules Tharion at 1192 4th Avenue, and as far as I know, I am not sure whether she is the tenant or the owner.

I think she is the owner. The last paragraph says,

"In the event of you moving from that address, it is requested you advise this office prior to the move in order that we may charge these articles to the new tenant or effect their safekeeping".

I realize this matter isn't finished at the present time but I put that in to show that is the way we shall be disposing of those items, and I would suggest in the meantime on my friend's part he should ascertain those items are still there.

20 THE COMMISSIONER: I think I must have missed one. I have the three piece chesterfield, the baby carriage, the gramophone, and two beds, white. Now one I omitted.

MR. HINTER: Two chairs, broken.

MR. MacLENNAN: I would take it, my lord, that the Custodian has no record of any moneys going to the claimant in consideration of the rental, or any similar arrangement.

MR. HINTER: For this furniture?

30 MR. MacLENNAN: For that furniture, yes.

Discussion.

MR. HUNTER: No. With regard, my lord, to the sewing machine, by letter of even date to Mr. Hugh Skinner, he is advised that that sewing machine belongs to Mr. Sakai, and that it is to be held in readiness for future disposition. My friend could have Mr. Sakai or someone else check on it. I mean, we believe these things to be correct, and possibly if a disposition of these items could be indicated by my friend, they could be gathered together and given to him, or they could be sold by my friend. They were left there by the claimant, of course.

MR. MacLENNAN: Of course we haven't any information as to where Mr. Skinner would be.

MR. HUNTER: He is at 360 No. 1 Road in Steveston.

MR. MacLENNAN: My lord, it occurs to me it is hardly incumbent upon the claimant at this stage to have agents acting for him in Vancouver or Steveston looking for goods that were in the care of the Custodian. That is what arises in this claim, and if the Custodian is going to return the goods, I would suggest he should gather them up and say, "Here they are".

MR. HUNTER: My lord, I think that would be quite in order, and if the claimant would indicate he wants these goods, we shall gather them up.

MR. MacLENNAN: That all depends on the state they are in now after they have been used by various people without compensation to the claimant. They may possibly be no good to the claimant now.

Discussion.

MR. HUNTER: That is so, but they were left with Skinner. They were not left with us.

THE COMMISSIONER: Government counsel will have to determine what stand he proposes to take in regard to it. Apparently your offer isn't being accepted.

MR. MacLENNAN: It couldn't be accepted now, my lord, because I have no instructions.

THE COMMISSIONER: No, I appreciate that.

10 MR. HUNTER: Our stand at the present time, my lord, is we haven't disposed of these items, therefore he has no claim. They are still his and we will be glad to furnish them to the claimant.

THE COMMISSIONER: That is on the record, in my court.

MR. HUNTER: There are certain other articles here, my lord. There is a chiffonier mentioned in the items listed in the claim which wasn't found on the premises when Skinner left. There were three kitchen stoves mentioned. Two were broken and discarded and one was found to be the property of one Hashimoto and was transferred to his file, my lord. One dogfish gurdy. There is no record of that, my lord. Four chairs, two are still on the premises that we mentioned before, broken. The baby carriage is still on the premises. Three "X-cut" saws, cross-cut, I presume that means. He has been credited with one. There seems to be no record of the other two, my lord. The gramophone which sold for 50 cents isn't the same gramophone which is on the

20

30

Discussion.

premises, my lord.

There are a large number of individual items here, my lord, that were not declared and they were not found or inventoried.

THE COMMISSIONER: You are referring to the claim?

MR. HUNTER: They were not declared in the J.P. form, or in the claim form, my lord.

MR. McLEHANE: I would like my friend to give me a sample of what he says isn't declared on the J.P. form.

MR. HUNTER: I was proposing to enumerate these.

THE COMMISSIONER: Just go slowly on this now, so I can get it.

MR. HUNTER: Three lanterns, two tables, one lawn mower, one typewriter, one 50-foot rubber hose, three stone crocks -- I am sorry, those were sold -- lumber, one set of encyclopaedia.

THE COMMISSIONER: That was not found?

MR. HUNTER: That wasn't found, my lord. Six wooden barrels, one electric heater. There was also claimed, my lord, one linoleum on the floor which was considered a fixture, and went with the house. There were two trunks and contents which have been referred to. These were removed to storage after which there is no further record.

THE COMMISSIONER: That is to say they were removed to storage by the Custodian?

MR. HUNTER: Removed to storage by the Custodian.

They were lost, destroyed or stolen, I guess.

Under four boxes, miscellaneous, there was one

box of corks discarded as of no value. There were two boxes of chinaware which were credited to Kurehashi, or Kurehashi, I guess it is.

THE COMMISSIONER: Is there any explanation of why they should have been credited to him?

MR. HUNTER: I will have to ask the witness that, my lord. I think they were tagged in his name. One bed was similarly credited to him, and one cupboard. Similarly one chiffonier was credited to Yamaji, and also one dresser to the same person, my lord.

THE COMMISSIONER: In that instance tagged with Yamaji's name?

MR. HUNTER: I can only say that Mr. Shears states that to be a fact, my lord. That is mentioned in the letter of March 15th, my lord, which was filed by my learned friend.

THE COMMISSIONER: Is the balance of the articles accounted for?

MR. HUNTER: As far as I know, the balance are all accounted for now. There is some doubt about down below you remember we mentioned four boxes of miscellaneous. Further up the list there are two boxes of miscellaneous and it has been impossible, really, to decide what they were. If they were kitchen utensils, they were sold at auction and credited to Kurehashi.

THE COMMISSIONER: You have some cross-examination of this witness, have you?

MR. HUNTER: Very shortly. I thought we would try and

Y. Sakai,
Cross-Exam.

find out about these items credited to other people.

THE COMMISSIONER: Very well.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Sakai, there were two items tagged as belonging to Mr. Kurehshi or Kurehashi, a bed and a cupboard and two boxes of chinaware -- three items altogether -- a bed, a cupboard, and two boxes of chinaware. Did these belong to him?

A Those belonged to Kurehashi.

MR. HUNTER: I presume he has been claiming as trustee, or in some other capacity.

Q There was one chiffonier and one dresser credited to Yamaji. Were these his property?

A What is a chiffonier? I don't know what it is, even in English.

THE COMMISSIONER: Q: It is a bureau or chest of drawers.

Q A They belonged to the individual in question, he says, but these items aren't down on this list here (indicating).

MR. HUNTER: Q: Well, they are shown here.

A They are not in this list, he says.

Q I see. Mr. Sakai, how did you prepare this list?

A: Do you mean this list he has here?

Q I mean the list which he filed with his claim.

A Is this the list?

Q THE COMMISSIONER: Just one moment. Here is his claim.

Y. Sakai,
Gross-Exam.

MR. MacLENNAN: My lord, he has before him the one which has been marked Exhibit 5, which is a copy of the one in the claim.

THE COMMISSIONER: Oh, it is a copy of the one in the claim.

MR. MacLENNAN: Yes, my lord.

THE INTERPRETER: He says that is a list of the different things that he left with Hugh Skinner.

MR. HUNTER: Q: Well, how did he prepare that list at this time? From memory, or did he have some records?

A: He did that from memory. They are things which were entrusted to him.

Q: That were which? A: They were things that I entrusted to him. Yes, they were entrusted to him and put in his care.

THE COMMISSIONER: Q: Wait a moment; put in the witness' care or put in Skinner's care?

A: Put in the witness' care.

MR. HUNTER: Q: All these items for which he is claiming were put in his care?

A: Just the ones which were tagged with other people's names were put in his care. These are his own things. These items which you mentioned just now as having been tagged, those were put in his care. These are his own personal property.

Q: Then when we take an item here which we have credited to someone else, there was an additional item which should be credited to Mr. Sakai? For instance, there was one cupboard credited

Y. Sakai,
Cross-Exam.

to Mr. Kurahashi?

A: He said these items which you mentioned before belonging to Mr. Kurahashi belonged to Kurahashi and that other man Yasuji.

MR. HUNTER: I assume, my lord, where we have shown a cupboard credited to Kurahashi, he must have another one that didn't come into our possession.

THE COMMISSIONER: That appears to be the only explanation that one can extract from the witness' answers.

MR. HUNTER: Q: Were there two cupboards in the house?

A: He says do you mean his things or somebody else's?

Q: Two altogether.

A: Yes.

Q: I see. Mr. Sakai, you stated that the inside of the house was papered. Was the paper on wood, or was the house also plastered with the paper on the plaster?

A: There was thick paper, a sort of cardboard, I take it -- some sort of wall board on the wood and on top of it, it was papered.

Q: Sort of an insulating paper. I think, my lord, we are wasting time with this. The expert witness will give testimony about it.

THE INTERPRETER: It was some quarter inch building insulating material.

MR. HUNTER: I think, my lord, that is all.

MR. MACLENNAN: My lord, may I clear up one aspect of the matter, if I can?

Y. Sakai,
Re-Direct Exam.

RE-DIRECT EXAMINATION BY MR. MacLENNAN:

Q Mr. Sakai, in connection with the J.P. form, Custodian's declaration, Exhibit 1, which I am showing you, where were you when you completed that?

A: The day he was evacuated to Hinto.

Q But where were you? Were you at home or at Hastings Park, or where were you?

A At Powell Street.

10 Q At Powell Street.
but Powell Street.

A: He doesn't know,

Q The Custodian's office on Powell Street?

A Yes.

MR. HUNTER: I wonder if you could bring out at this time, Mr. MacLENNAN, whether this stove was left in Mr. Skinner's custody or what was the arrangement, because I think it will be relevant whether Skinner undertook to look after it or whether it was part of the rent or what was the arrangement so far as the furniture was concerned.

20

MR. MacLENNAN: Q: Mr. Sakai, what was the arrangement with Mr. Skinner over leaving that furniture and equipment on the premises?

A He was to keep it for him until the end of the war.

MR. MacLENNAN: My lord, there are only two matters in answer to my friend which I would like to mention where he suggests that a complete description of the articles hadn't been taken in the J.P. form. That is true enough, but my

30

Y. Sakai,
Re-Direct Exam.

submission is, and will be, that the form, as completed by this claimant at the office of the Custodian on Powell Street the day he was being evacuated, was the best he could possibly do and does, as a matter of fact, contain everything and is a general description of everything he is claiming for.

THE COMMISSIONER: I am not hearing argument now, Mr. MacLennan. That is a matter that can well be argued at a later date.

Q Witness, where were you when you made up the list that is found in the claim -- the list in front of you? A: He was at Hinto.

Q And it was made from memory, five years after you were evacuated, is that right?

A He said he made this one in preparation for this present suit, sir -- this list here.

Q And made it from memory?

20 A Made it from memory, but from a previous list that he had made at Powell Street before.

THE COMMISSIONER: Oh, I see. That gives the answer.

MR. MACLENNAN: My lord, my assistant interpreter here advises me there must be some misunderstanding in the interpretation that has just been given. I would like it if your Lordship would ask it again, as to whether he had any information from Mr. Skinner as to how to make this up.

THE COMMISSIONER: Q: Yes. Did you have any information from Mr. Skinner as to how you should make

Y. Sakai,
Re-Direct Exam.

up the list for the purpose of filing a claim?

A He sent a letter to Skinner some time back, but he had no reply.

THE COMMISSIONER: That meets the situation that you desire, Mr. MacLennan?

MR. MACLENNAN: My lord, I think the situation that I had in mind was at the time he was leaving did he have a list of the chattels from Mr. Skinner.

THE COMMISSIONER: Q: Yes, put it that way.

10 A Yes, he had a list from Skinner.

Q Did you have Skinner's list with you when you made the J.P. form at Powell Street?

A He didn't have it in his own possession, but he had it in another bag of his.

THE COMMISSIONER: I see. Are you re-examining further, Mr. MacLennan?

MR. MACLENNAN: That Skinner list has been mentioned, my lord, and I had better produce it to the witness. It was on my file and it might be
20 filed as an exhibit.

Q Is that the list that you obtained from Mr. Skinner?

A: Yes.

Q To Mr. King?

A: Yes.

Q That is a list that was made with Mr. King, who was the Custodian's agent, is that so?

A Yes.

Q How long before evacuation was that?

A About ten days.

MR. MACLENNAN: All right, I tender that, my lord,
30 as Exhibit No. 9.

Y. Sakai,
(Discussion).

(LIST MARKED EXHIBIT NO. 9).

MR. HUNTER: My lord, I think some definite arrangement should be made about these chattels that are still remaining -- the ones which are still on the premises and the sewing machine with Mr. Skinner. As I to understand the claimant will refuse to take these things now and are we supposed to go out and sell them?

10 THE COMMISSIONER: I agree that the claimant should take a positive stand one way or another. Perhaps it would be better to leave it for Mr. MacLennan to speak to in the morning. He can see the claimant in the meantime and make his decision rather than require him to make a decision now.

MR. HUNTER: Well, as long as we know, my lord, because we will have to take some action.

MR. MacLENNAN: I gather from my friend that we will be given the power from the Custodian to go and pick them up, or the Custodian will pick them up and give them to us. We have no power to go and get them.

MR. HUNTER: We can get them at any time they request, providing they will pay for the shipping, and we will ship them anywhere they wish. That has always been the policy of the Custodian, to ship when requested and to deduct the cost of shipping from the amount of the claimant's credit, but I believe it is closed out now.

30 THE COMMISSIONER: Mr. MacLennan's position, as I understand it, is these goods were vested in the

Custodian at a time presumably at or about the time of the man's evacuation and if the Custodian had knowledge of the existence of these goods, it would appear to him he might still have some responsibility for them. I do not wish to determine anything now because I do not feel I have all the information.

10 MR. HUNTER: But I don't believe, my lord, the terms of reference took into consideration any responsibility. It is the question of the difference between the fair market at the time of sale and the sale price, and these haven't been sold, my lord.

THE COMMISSIONER: Nor have they been lost, destroyed or stolen. It is still, I should think, for the Custodian to account for them.

MR. HUNTER: We are accounting for them. We have them and we are ready to turn them over to the claimant or go ahead and get the fair market value today.

20 THE COMMISSIONER: That is why I would suggest Mr. MacLennan be allowed to make a decision in the morning as to whether his client wishes to take the goods or is simply standing pat and refusing to make a stand.

MR. MacLENNAN: Very well, my lord.

THE COMMISSIONER: I think it is only right he should make a decision one way or another, then the Custodian can determine what course he will consider. Is that clear?

30 MR. MacLENNAN: That is clear, my lord.

Y. Sakai,
(Discussion).

THE COMMISSIONER: We will adjourn now until 10 o'clock tomorrow morning.

MR. MacLENNAN: Very good, my lord.

(PROCEEDINGS ADJOURNED UNTIL DEC. 11, 1947).

Kamloops, B. C.,

December 11th, 1947.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT).

10 MR. MacLENNAN: My lord, speaking to Case No. 15 on the list, which your Lordship asked me to speak to this morning, the case of Sakai, in connection with the chattels which the Custodian admitted were, as far as he knew, in the hands of Mrs. Therien and suggested that we could pick up the goods, or that he might arrange to have the goods picked up and delivered to the claimant.

THE COMMISSIONER: Yes.

20 MR. MacLENNAN: My lord, the claimant in this particular instance is unable to accept that proposition for this reason: These particular chattels, the chesterfield suite, baby buggy, and so on, are chattels which deteriorate very rapidly unless proper care is taken of them. They were used by this Mrs. Therien, apparently, for about five years without any rental or allowance being made to the claimant, and they would likely be of little or no value now.

THE COMMISSIONER: I see.

30 MR. MacLENNAN: Now, if there is no value in them due to these five years' use, we take the attitude

Y. Sakai,
(Discussion).

that that is equivalent to being destroyed.
If they have a value, then I would think it would
be incumbent on the Custodian to ascertain that
value, and the only way he could do it would be
by selling it, and the question then would be
whether he obtained a fair market price.

THE COMMISSIONER: Very well.

MR. MACLENNAN: Now, there are other cases, my lord,
however, in which this doesn't apply, where there
are goods which do not deteriorate such as
hammers, and that sort of thing, where the claimants
will be very glad in most instances to have their
goods returned to them and that can be done where
there is no depreciation.

THE COMMISSIONER: We do not know of any other in-
stances outside of Sakai.

MR. MACLENNAN: No, my lord.

THE COMMISSIONER: We will deal with that alone.

I take it you do not wish them at all and it is
up to the Custodian to make his decision as to
what he does with them?

MR. MACLENNAN: Yes, my lord.

MR. HUNTER: My lord, I don't know whether my friend
appreciates it, but there is an awkward situation
there, where nothing can be done, as I see it,
that is if we do nothing under the terms of
reference they are only compensated for the
difference between the sale price and the fair
market value. If the property has never been
sold, then there is no difference. That is the

Y. Sakai,
(Discussion).

situation and it seems a little anomalous, but I suggest the terms of reference do not say -- on the terms of reference we can sit there until Kingdon come and there will be no value. Actually we will sell but I want to point out there is a situation there where apparently that property could go to pieces, and as long as it is still in existence and has not been lost, destroyed or stolen, my friend would have no claim.

10 MR. MACLENNAN: I would point out if the Custodian sat back and did nothing, that would not be sufficient. He would have to bring evidence at some stage to prove these things were where his files show they were. Mrs. Therien may have these goods or she may not.

THE COMMISSIONER: Your position is quite clear now. Now I think it is for the Custodian to determine what action he is going to take with regard to it.

20 MR. MACLENNAN: That is right.

THE COMMISSIONER: The question of the rights of the claimant and the responsibility of the Government can be dealt with when argument is presented later.

MR. MACLENNAN: That is right.

(PROCEEDINGS ADJOURNED SINE DIE).

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

J. P. Harrobin
"J.P. Harrobin"
Official Reporter.

KAMLOOPS
10th & 11th Dec. 1947

Defence Brief

Yoneichi SAKAI

File No. 739

Case No. 15

REAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 1 Land & Buildings

678 - 4th Avenue, Steveston

Appraised at

Sale Price

\$875.

Claim

\$854.

\$1200.

Witness: Appraisers, Coulthard Sutherland.

Appraisers (Coulthard Sutherland) report -
House in fair condition with poor foundation.
Property in good locality and good surroundings.

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

Household Goods value \$569.50
Fishing Gear 260.00
\$829.50

Claim 2 Household Goods

Amended Claim

\$569.50 (Trans. Page 2)

Sold for

\$34.20

Claim for \$330. Canada Mio Shares and
Fishing Vessel \$500. withdrawn. (Trans. Page 2)

(a) Goods value	\$53.00	Sold by auction for \$34.20
(b) " "	211.00	Left on premises with Agent (Therien).
(c) " "	25.00	Sewing machine taken by Mr. Skinner.
(d) " "	6.00	Fixture (Linoleum on floor).
(e) " "	20.00	Recorded now missing. (Trunks)
(f) " "	25.00	Abandoned (Stoves etc.)
(g) " "	22.00	Sold and credited to Yasuji.
(h) " "	81.50	" " " " Murahashi.
(i) " "	5.00	" " " " Hashimoto.
(j) " "	121.00	No record at any time (Books, etc.)
	<u>\$569.50</u>	

Claimant stated that he asked Mr. Hugh
Skinner to look after his goods for him,
many of which he did not declare on his J.P.
Form.

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Some goods were tagged in the names of
M. KURAHASHI, Y. SAKAI, and F. HASHIMOTO
and these were sold and amounts credited to
their respective owners.

The sewing machine is in the possession of
Mr. Skinner and is stated to belong to Y. SAKAI,
the claimant.

Claimant stated that he did now wish for
the return of his goods left on the
property with Mrs. Therien and it remains
in the hands of the Custodian what he
intends doing with these goods. (Trans. page 31)
These goods have been in use by Mrs. Therien
for about 5 years. Custodian stated that
he had not disposed of these goods therefore
he has no claim, they are still his and
Custodian will be glad to furnish them to
claimant.

Claim 3 Fishing Gear

Claim \$260.

(a)	Goods value	\$120.00	Declared not found. (Dogfish gear)
(b)	" "	15.00	Abandoned (Buoys)
(c)	" "	5.00	No record at any time (Gurdy)
(d)	" "	120.00	Sold by claimant's agent.

\$260.00

4600 Dog Fish hooks were sold by Mr.
Skinner for \$120. and credited to
claimant's account.

Summary of Defence Witnesses

Coulthard Sutherland
Mr. King
Mr. Skinner
Thompson & Co.
Mr. Harris

Where required

1	Appraisers
2 (f) 3 (b)	Custodian's Agent
2 (b) (c)	Agent for claimant.
2 (a)	Auctioneers
2 (a)	Staff

NOTE

The Commissioner thought it was for the Custodian to determine
what action he is going to take with regard to the disposal of the goods left
on the premises.

No submissions.

BMP/mw

Name of Claimant **SAKAI, Taneichi**Case **15**Custodian File **739**

<u>REAL PROPERTY</u>										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		
		875	87.50	12.50					100.00	
<u>PERSONAL PROPERTY</u>										
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			
<u>NETS</u>										
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	
						00 240.00			00	
<u>MISCELLANEOUS CHATTELS</u>										
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			
40.00	34.20	10.26	85.5%	122.50	104.74					
TOTAL RECOMMENDATION										353.00