

XI-796

INFORMATION FROM R.C.M.P.

Date July 10, 1943

Our File No. 28.796

Full Name KAWAI, Isaburo
(Surname in Block Letters)

Registration No. 01729

Male - Female
(check)

Age May 24, 1891

Former Address 12 E. 6th Ave. Vancouver, B.C.

Date Evacuated Released Naturalized - Canadian-Born - National
(check)

Present Address Interned May 29/42
May 14/46: 143 Chilton St, Montreal
Sept. 9/46: 7397 B Beformerville St, Montreal

Married - Single
(check)

Name of Wife (nee MIYASAWA) Yae 401754

Name of Husband

Name of Mother Kim n/r Name of Father (deceased)

Names of Children under 16 Gordon Hame 20/4/32
Shaw Akira 30/6/33

Requested by [Signature] Registered with Custodian yes
(Yes or No)

Additional Information Sailor
Father married into the KAWAI family

REAL PROPERTY SUMMARY

Isaburo KAWAI (Mr.)
(Interned May 29th, 1942).

Reg. No. 01729

File No. X.I.796

CATALOGUE NO: Sale by Tender. Advertised AUGUST 28, 1943.

PROPERTY ADDRESS: 18 East 6th Avenue, Vancouver, B. C.

LEGAL DESCRIPTION: East half (½) of Lot 2, Block 36, District Lot 200A, Group 1, New Westminster District, Plan 197.

TITLE: In the name of Isaburo KAWAI. Cert. of Title 2086-K

ENCUMBRANCES: None registered. No evidence of existence of any unregistered.

Vesting of interest of Isa buro Kawai filed as 34650 on August 17, 1942.

ASSESSED VALUE: 1942 - Land - \$370.00
Improvements - \$800.00 - \$1170.00. Taxes: \$38.50.

CLASSIFICATION: W. G. Moore, of Pemberton Realty Corporation Limited, inspected and reported on August 18, 1943, as follows:
"This house is in a run down condition. The plaster is badly broken and the tenant has tried to patch it and only made it look worse. Needs new roof. Will have to have a chimney built from the ground to the second storey to meet the present chimney which is on brackets in the upper bedroom. Sometime ago a furnace was installed in this house and the pipes from the furnace leading to the chimney have to pass through the dining room and up through the bedroom on the second floor to the chimney. This is against city regulations and a great fire hazard."

Mr. A. A. Cameron advised the Custodian that he had sold this house to Kawai in 1923 for \$2000.00. (See Aug. 10/42).

HISTORY OF ADMINISTRATION: Mrs. Kawai appointed A. A. Cameron, real estate agent of 2101 Main Street, rental agent for the property. (16/10/42). Mr. Cameron reported on October 28, 1942 that Mrs. Kawai had vacated the house on October 23, 1942 and that she had rented the premises at \$18.00 per month as from November 1st, 1942, receiving a deposit of \$2.00, which appears as a disbursement in Mr. Cameron's rental report for November. Name of tenant, James Gunn, who occupied until sale of property. Rentals from November 1st, 1942 to September 30th, 1943 (11 months), with total revenue \$198.00, credited to Isaburo Kawai's account.

APPRAISAL: By Pemberton Realty Corporation Limited who reported an estimated market value of \$800.00 on August 18, 1943.

ADVERTISED: For sale by tender in Vancouver Province on August 28, 1943.

OFFERS: Received in response to advertising - from Kathleen Edna Brook, \$800.00; from A. A. Cameron on behalf of Edith M. Frith, \$1000.00.

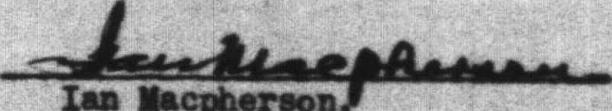
SOLD TO: Edith Minnie Frith for \$1000.00 as at October 1st, 1943.

TITLE: Certificate of Title No. 91974-L issued October 30th, 1943 in the name of Edith Minnie Frith, and was held to the order of the owner at the Land Registry Office.

FUNDS: Released to the credit of Isaburo Kawai - sale price of property \$1000.00, plus rental revenue \$198.00, adjustment credits \$24.59, Total \$1222.59; less commission on rentals \$11.00, repairs \$2.90, sundries \$14.00, taxes \$38.50, Certificate of Encumbrance \$1.00, inspection fee \$4.00, appraisal \$5.00, advertising \$16.56, registration fee \$9.50, commission on sale \$50.00, total \$179.21 Net amount released \$1043.38.

OLD TITLE: Certificate of Title 2086-K in Land Registry Office.

This summary is certified to be in accordance with the information on file and on record in accounting department.


Ian Macpherson.

DATED: October 21st, 1947

IM/ER

PERSONAL PROPERTY SUMMARY

Isaburo KAWAI (Mr.)

Reg. No. 01729

File No. X.I.796

Chattels: Chattels were declared by the above Japanese person as being left at 18 East 6th Avenue, Vancouver, B. C. (See Chattels Summary and Schedule attached).

Specified Articles: No Specified Articles belonging to the above Japanese person are revealed on this file.

Securities: In his JP Form dated March 30, 1942, Kawai declared "Four War Savings Certificates in owner's possession". On making inquiries as to the whereabouts of these Certificates a letter was received January 4th, 1943, from the Camp Commandant at Angler, Ontario, stating Kawai advised that the above War Savings Certificates belonged to his two children and were not his property. No further action regarding these Certificates has been taken by this office.

Bank Account:

A memo on file dated July 9, 1942 states that the Royal Bank of Canada advised this Japanese had the following accounts:

Current	- \$ 1.02
Savings	- .37

and that he had a Safety Deposit Box, No. 317, for which his wife, Yae, was deputy. The Royal Bank of Canada sent cheques for \$1.02 and .37 to this office for credit to Kawai's account with the Custodian on September 14, 1942. (No reference to Security Deposit Box on receipt - note, & no further reference to it appears on file)

NO OTHER PERSONAL PROPERTY BELONGING TO THE ABOVE JAPANESE PERSON IS REVEALED ON THIS FILE.

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

E. Robertson
E. Robertson.

/ER
October 21, 1947

CHATELAIN SUMMARY

Isaburo KAWAI (Mr.)

Reg. No. 07129

File: X.I.796

RE: WOOLEN GOODS LEFT AT KEMP & CO. LTD.

A letter on file dated March 30, 1942 from Kemp & Co. to Mr. I. Kawai acknowledged receipt from Kawai of two cases of unknown contents but said to contain woolen goods and trimmings, which cases were to be held at Kemp & Co. at the owner's risk, pending his instructions for disposal.

Mr. Wright's memo on file dated October 16, 1942 states that a list of the contents of the two cases held by Kemp & Co. Ltd. had been left with us and Mrs. Kawai wanted this left intact, that Mr. Kawai was a tailor and these articles were from his tailor shop. (List attached to memo).

In December 1942 Kemp & Co. demanded that these goods be removed as they needed the space and that the arrangements with the Kawais were that the goods would only be left for a day or so. No charge was made by Kemps and these goods were removed by the Custodian on January 12, 1943 (Custodian Inventory 321) to 604 Cordova Street, Vancouver. On January 4, 1943 the Internee requested that these goods be shipped to him at Angler, Ontario but on January 30, 1943 the Camp Commandant advised there was no accommodation at the Camp for such goods. On April 6, 1943 the B. C. Security Commission advised that Mrs. Kawai wished the goods shipped to her at Tashme (Cust. Release Form Apr. 5/43 attached) and according to Prisoner of War letter of April 20, 1943 the husband agreed to the above arrangement. A memo on file dated May 18, 1943 by Mr. K.W. Wright recommended that the goods be offered for sale by auction, as leaving them entailed risk of damage by moths, etc. However, a memo dated June 1st, 1943 states "Mr. G. W. McPherson's comments regarding these goods are to the effect that if this man has no debts why not ship to his wife as requested as the Internee agrees". Shipment was made to Mrs. Kawai at Tashme, B. C., via C. N. R. (Bill of Lading on file dated July 6/43) and the Internee was advised of the shipment on July 9, 1943.

On October 21, 1943 Mrs. Kawai complained of shortages in the shipment and requested that we investigate the matter. In our reply of November 3, 1943 we stated we were unable to account for shortages, that the cases were intact when received by us from Kemp & Co. and were shipped by us in the same condition as received, and if any shortages existed they occurred when the cases were not in our custody. On November 27, 1943 Mr. Wright wrote to Walter Hartley, B. C. Security Commission at Tashme, stating Mrs. Kawai had said she had taken the matter of shortages up with him, that he had made a list of the items that had arrived and had stated he would send that list, together with the original list (copy of which had been handed to Mr. Wright) to the Custodian's office.

A long letter was received from Mr. Eastwood, B.C. Security Commission, dated January 4, 1944, enclosing the original inventory dated September 7, 1942 and the inventory made by them on July 26, 1943. They said there were a good many irregularities but just when this yardage disappeared they could not say. This file does not reveal that the matter of shortages was ever explained or cleared up. In the above letter Mr. Eastwood said they offered Mrs. Kawai \$1250.00 for the above-mentioned goods and would be very glad to accept the goods at that figure and sell them through their store at Tashme. Mr. Wright wrote January 10, 1944 to Mr. Eastwood stating that in view of both his and Mr. Kemp's opinion as to the value of the goods, the Custodian agreed to accept the offer of \$1250.00 as full purchase price of the goods now in their possession. The sum of \$1250.00 was credited to Mr. Kawai's account in this office on January 14, 1944.

In a letter dated February 9, 1944 Mrs. Kawai requested information as to who gave the order to sell these goods, what were they sold for and what amount was credited to her husband's account. Mr. Wright replied on February 12, 1944 that these goods were sold on the recommendation of the B. C. Security Commission who advised these goods were stored in their warehouse at Tashme, B. C., and it was feared that they would be destroyed by dampness, moths or some other unforeseen reason; that the goods were sold for \$1250.00 and the proceeds placed to the credit of her husband's account with this office.

Attached is a memo from Mr. Wright to Mr. Shears dated March 1st, 1944, relative to these woolen goods in which it is mentioned that this matter was considered at one of the Board meetings and in order to avoid expense and possible loss "we decided to sell the goods to the B. C. Security Commission at a price of \$1250.00." A copy of this memo was sent to Mr. G. W. McPherson at Ottawa by Mr. Shears on March 4, 1944, in reply to Mr. McPherson's letter of February 26, 1944.

Re: Goods left at 18 E. 6th Avenue, Vancouver and
154 W. 5th Avenue, Vancouver, B.C.

On March 30/42 Mr. Kawai declared a number of household and tailoring goods "all at 18 E. 6th Avenue, Vancouver, B. C." On April 13, 1942, the agent, Mr. G. L. Salter, stated Mr. Kawai wished to leave his tailoring equipment and personal property in the house, and leave them in storage there when his wife and family were evacuated, and that Kawai intended to board up the windows and lock up the house. Mr. Salter also provided us with an inventory of the goods belonging to Mr. Kawai at 18 E. 6th Avenue, which is similar to Mr. Kawai's JP declaration.

In our letter of April 15, 1942 we asked Mr. Salter to let us know when the family was evacuated, to take an inventory at that time and make sure that the premises were adequately secured. On June 26, 1942 Mrs. Kawai in further particulars of registration (attached to JP form) stated she had sold the piano, carpet and vacuum cleaner. A letter was sent to the Camp Commandant at Angler, Ontario asking him to ascertain what the Internee wished done with his effects and he replied on July 25, 1942 that Kawai wished these effects placed in care of his wife.

On October 1st, 1942 Mrs. Kawai, on behalf of her husband, gave further particulars of registration (attached to JP form on this file) regarding chattels which she stated were left in the Japanese School at 154 W. 5th Avenue, Vancouver, in care of Mrs. Ichiko Miyazaki, and goods left at 18 E. 6th Avenue, Vancouver, B. C. A check of Mrs. Miyazaki's file, 13214, does not reveal any mention of goods belonging to the Kawais. A memo dated October 16/42 by Mr. Wright states that Mrs. Kawai called at this office that day (Oct. 16/42) and said she had received notice relative to her evacuation on October 23, 1942. This memo states that all furniture, etc. was left at the Japanese School, 154 W. 5th Avenue. Nothing further appears on file relative to these goods until September 22, 1943 when Mr. Wright advised Mr. Spain that Mrs. Kawai reported chattels stored at 154 W. 5th Avenue and asked for a report on same. (List shown on Mr. Wright's memo consists of those shown on declaration by Mrs. Kawai on October 1/42). No reply to Mr. Wright's memo appears on file. On October 1st, 1943 Mr. Wright asked Mr. Spain to investigate and make sure that nothing of value belonging to the Japanese remained at 18 E. 6th Avenue as the real property was being sold. Mr. Spain reported on October 4, 1943

CHATELS SUMMARY - page 3

that a call had been made at 13 E. 6th Avenue and our representative was informed that the Japanese had removed or sold all chattels, and nothing remained on the premises. This would appear to verify the statement made in memo of October 16, 1942 that "all furniture, etc. had been left at 154 W. 5th Avenue".

On April 10/45 Mr. Spain stated when moving chattels from 154 W. 5th Avenue to auction at 992 Powell a home-made cupboard and 1 set of old shelves were discarded as of no value, that these had been offered to the Red Cross but were rejected by them.

According to Vancouver Auctions 44, 56 and 57 held on April 25, December 7 and December 14, 1945, respectively, dishes, kitchenware, pictures, records, books, 6 metal stands and coat hangers were sold and proceeds credited to Mr. Kawai's account with this office. The attached schedule shows a number of items as "missing" which may be due in part to the fact that the building at 154 W. 5th Avenue was ransacked on several occasions; also, it is possible that some of the goods declared on October 1st, 1942 by Mrs. Kawai were taken with her, or disposed of by her prior to evacuation, as she did not leave Vancouver until October 23, 1942.

In accordance with Custodian Release Form of February 9, 1944, forwarded to us by the B. C. Security Commission on March 9, 1944, one carton of dishes was forwarded to the Kawais at Tashue, B. C. as per B. C. Security Commission receipt on file dated April 24, 1944 (These goods from 154 W. 5th Ave., Vancouver.).

On May 14, 1946 Mr. and Mrs. Kawai requested information as to what happened "to the property kept at 154 W. 5th Avenue, Vancouver, B.C." and asked for "the whole record of credits and debits you have entered in our behalf since you have taken custody of our property". All funds belonging to the Kawais were forwarded on May 27, 1946 and a statement of their account was sent on August 8, 1946, but no information was given to them regarding the chattels left at 154 W. 5th Avenue, Vancouver. No further query appears on file relative to these chattels but a letter (the last) on file from Mr. Kawai dated December 10, 1946 indicates that he is very dissatisfied with the sale of his property and that a detailed letter will be written to us at a later date.

The above summary is certified to be in accordance with the information on file at this date:

E. Robertson
E. Robertson,
October 27th, 1947.

1337

NAME KAWAI, Teaburo

REGISTRATION NO. 01729

FILE NO. 1-1 706
P/W A-58

The following chattels were sold by public
auction at Vancouver, B. C. on December 14th, 1945.

Books

\$.50 *Wk*

Total

(Auctioneer's Fee \$.05

Less Expenses: Advertising .02

(Moving .03

Net Proceeds Credited:

\$.50

\$.30

\$.20

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 77

Remarks.

NAME KARAT, Isakura

REGISTRATION NO. 03754

FILE NO. Sub 704
P/W A-58

The following chattels were sold by public
auction at Vancouver, B. C. on December 7th, 1945.

Records & books
Books etc.
Books

\$.60 B.R.
1.00 B.R.
.60 B.R.

Total

\$2.20

Less Expenses: (Auctioneer's Fee \$.22
(Advertising .08
(Moving .30

\$.60

Net Proceeds Credited:

\$1.60

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 56

Remarks.

NAME KAWAI, Isaburo

REGISTRATION NO. 01729

FILE NO. Int. 796

P/W A-58

The following chattels were sold by public
auction at 992 Powell St., Vancouver, B. C. on April 25, 1945.

Carton dishes etc.
Box kitchenware
Dishes and pictures
Saucepan and bowl etc.
6 Metal stands
Coat hangers

\$ 0.75K
1.70K
0.25K
1.75K
0.60
1.25

Total

(Auctioneer's Fee \$ 0.63
Less Expenses: (Advertising 0.17
(Moving 1.12

Net Proceeds Credited:

\$ 6.30
\$ 2.92
\$ 4.39

Members of Custodian Staff Present: Mr. Wills

Extracted from Auctioneering List No. Vancouver 44.

Remarks. *not listed as inventory*

Advertisement in the Vancouver Daily Province, August 28, 1943.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA
OFFICE OF THE CUSTODIAN

REAL PROPERTY FOR SALE
BY TENDER

THE Secretary of State of Canada, acting in his capacity as Custodian of Enemy Property, hereby offers for sale by public tender such interests as are vested in him in the following properties situate in the CITY OF VANCOUVER:

Lot "A" of Lots 7 and 8, Block 13, D.L. 302, Group 1, New Westminster District, plan 5832, known as 306-316-330 WEST FIFTH AVENUE, being a one and one-half storey, five-room frame dwelling and a two storey frame store with living quarters above;

Lot "B" of Lots 7 and 8, Block 13, D.L. 302, Group 1, New Westminster District, Plan 5832, known as 3108 ALBERTA STREET, being a one and one-half storey, six-room frame dwelling;

Lot 30, Block 53, D.L. 196, Group 1, New Westminster District, Plan 196, known as 813 EAST CORDOVA STREET, being a two-storey, seven-room frame dwelling at front, and one and one-half storey, four-room frame dwelling at rear;

Lot 3, Block 58, D.L. 196, Group 1, New Westminster District, known as 536 EAST CORDOVA STREET, being a one and one-half storey, five-room frame dwelling at front, and small three-room frame dwelling at rear;

Lot 23, Block 5, D.L. 196, Group 1, New Westminster District, known as 328 POWELL STREET, being a two-storey frame store building with rooms above;

Parcel "B" of Lots 1 and 2 (reference Plan 35), Block 73, D.L. 304 "A," Group 1, N.W.D., Plans 381 and 1881, known as 1810 COTTON DRIVE, being a two-storey, seven-room frame dwelling;

Westerly ¼ of Subdivision 22 of Lot 35, Town of Hastings, Suburban Lands, Plan 364, Group 1, New Westminster District, known as 3365 PANDORA STREET, being a five-room frame bungalow and garage;

East ¼ of Lot 2, Block 36, D.L. 200 "A," Group 1, New Westminster District, known as 18 EAST 6th AVENUE, being a two-storey, six-room frame dwelling;

Lot 5, Block 4, D.L. 196, Group 1, New Westminster District, Plan 184, known as 116-118 MAIN STREET, being a two-storey frame store building;

Lots 6 and 7, Block "R," D.L. 138, Group 1, New Westminster District, Plan 5532, known as 2888 WEST 33rd AVENUE, being a one and one-half storey, six-room frame dwelling;

AND

The Following Properties Situate in the Municipality
of Richmond at STEVESTON:

Lot 9, Block 5, Section 10, Block 3, North, Range 7, West, Map 249, save and except the West 10 feet thereof, in the District of New Westminster, known as 68 MONCTON STREET, being a one-storey frame store building;

Lot 5, Block 6, Section 10, Block 3, North, Range 7 West, Map 249, in the District of New Westminster, known as 26 MONCTON STREET, being a one-storey frame store building with living quarters at rear;

Lot 7, Block 6, Section 10, Block 3 North, Range 7 West, Map 249, in the District of New Westminster, being a VACANT LOT on Moncton Street;

Lot 1, of the West part of Block 8, Section 10, Block 3 North, Range 7 West, Map 6392, in the District of New Westminster, known as 86 CHATHAM STREET, being a two-room frame dwelling and two-room frame store building.

Tenders for the purchase of such property interest vested in the Custodian will be received subject to the following terms and conditions:

1. Each tender must be for one of the parcels described, but a separate tender may be filed for each of several parcels.
2. A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.
3. A certified cheque payable to the order of "The Custodian" for ten percent (10%) of the amount offered must accompany each tender.
4. Each tender must be in a separate sealed envelope addressed to "The Custodian," 813 Royal Bank Building, 675 West Hastings Street, Vancouver, B.C., and each envelope must be marked on the outside "Tender for Real Estate."
5. Tender must be for purchase for cash.
6. All adjustments will be made at the date of conveyance.
7. Properties will be sold subject to existing leases and encumbrances, if any.

8. The Custodian reserves the right to cancel every accepted tender and to refund the deposit at any time prior to delivery by him of the conveyance.

9. The properties are offered for sale without any warranty whatsoever by the Custodian as to location or condition of buildings or improvements.

Cheques in respect of unaccepted bids will be returned in due course.

Neither the highest nor any tender will necessarily be accepted.

Tenders will be received by the undersigned up to Noon Daylight Saving Time on the Fifteenth Day of September, 1943. Further particulars may be obtained during office hours any day up to Noon on the Fourteenth Day of September, 1943, and arrangements made with the undersigned to inspect the said premises.

Similar arrangements will be made by Mr. C. C. Robinson, Steveston, to inspect properties situate in Steveston.

DATED at Vancouver, British Columbia, this 26th day of August, 1943.

The Custodian of Enemy Property,
813 Royal Bank Building,
Vancouver, B.C.

EXHIBIT No. 1337-6
DATE 2 June 1948
FILED BY J. W. Hunter

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

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE

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

10

Montreal, P.Q.,
June 2nd, 1948.

IN THE MATTER OF THE CLAIM OF
ISABURO KAWAI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
Dominion Government.

ROGER OUMET, Esq., K.C.,

appearing for the
claimant.

A. WATSON, Esq.,

Secretary.

MRS. F.L. HANDFORD,

Official Interpreter.

T.P. HORROBIN, Esq.,

Official Reporter.

30

I. Kawai,
In Chief.

MR. QUINCY: The first case we would like to submit to your Lordship is No. 10 on the list, Mr. Isaburo Kawai.

ISABURO KAWAI, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

10 MR. QUINCY: In this case, my lord, it is a claim both for property, chattels and buildings. The original claim was for \$7,413.50 for land and property, but this included a claim of \$1600.00 for goodwill. So the original claim must be amended by striking off the sum of \$1600.00 which was claimed as goodwill, although it wasn't mentioned but it was part of the original amount of \$7,413.50, less the sum of \$2,199.92, which is the amount credited by the Custodian, leaving a net of \$5,213.58, less the \$1600.00 again.

THE COMMISSIONER: That will make it \$3613.58, is that correct?

20 MR. QUINCY: Yes, my lord. Now, we have broken down the chattels or personal chattels claim into two different amounts, one for \$412.00 less \$9.00 received from the Custodian, leaving a net of \$403.00; and the other one for \$2,401.50, less \$250.00, leaving a net of \$1151.50. This is for chattels, because Mr. Kawai was a tailor so he is claiming his personal property in his own home as well as the property he had in his tailor shop.

30 He is also making a claim for \$3,000.00 for

3
I. Kawai,
In Chief.

the land and buildings.

THE COMMISSIONER: Is that included in the \$5,813.50 claim?

MR. OUMET: Yes, my lord. The original claim includes these amounts.

THE COMMISSIONER: I have your claim noted as \$3,613.58 on the real property, and \$1,554.50 on the chattels.

MR. OUMET: Yes, my lord.

10

DIRECT EXAMINATION BY MR. OUMET:

Q Mr. Kawai, I understand you are the claimant in this case?

A: Yes.

Q Would you look at the personal chattel claim form, apparently bearing your signature?

A Yes.

Q Do you identify your signature?

A Yes.

Q Would you look at the inventory of personal chattels attached to this form and say whether it is correct?

A Yes.

Q Would you file this claim, the personal chattel claim in the sum of \$403.00 as Exhibit 1?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

Q Would you look at a second personal chattel claim form apparently bearing your signature to which is attached an inventory of stock?

A At cost price.

30 Q Do you identify your signature?

I. Kawai,
In Chief.

A Yes.

Q And do you swear to the truth of the statements
and the inventory? A: Yes.

Q Would you file it as Exhibit 2? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 2).

Q Would you look at a real estate claim form apparent-
ly bearing your signature and identify your sig-
nature and swear to the truth of the statements
contained? A: Yes.

10 Q Would you file this real estate claim for \$3000.00
as Exhibit No. 3? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 3).

Q I understand, Mr. Kawai, that you were a tailor?
THE WITNESS: A: Yes.

Q You are not supposed to answer it until the
Interpreter has translated my question, and he
will translate your answer.

A Yes.

20 Q Now, Exhibit No. 2 contains an inventory of your
stock, does it? A: Yes.

Q Do I understand you to say that the amounts men-
tioned on the inventory were cost price amounts?

A Yes, they were.

Q Would you be able to tell his Lordship what per-
centage should be added to the cost price?

THE COMMISSIONER: For what purpose?

MR. QUIMET: Well, my lord, it seems to me that the
fair market value of any property owned by the
evacuees at the time of evacuation is not only
30 in the case of a tailor the cost price of the

I. Kawai,
In Chief.

merchandise, that was in his store, but the cost price plus whatever profit he could have made on the article if he had sold it at that time.

THE COMMISSIONER: So you are seeking to recover on a footing of what he might have realized had he been allowed to continue in business?

MR. QUINET: Yes, my lord.

THE COMMISSIONER: All right.

MR. QUINET: Would you repeat the question?

10 THE COMMISSIONER: Wait one minute. That does not mean very much unless you relate it to the profit. The purpose of adding it is for the purpose of realizing his prospective profit, is that so?

MR. QUINET: Yes.

MR. HURTER: My lord, I must object here. I can't see the relevancy of it. It is his labour, surely, which is involved as the tailor. It wasn't as if he was buying and selling cloth wholesale or selling retail, it is what he does.

20 THE COMMISSIONER: You can state your objection later. I will hear what he has to say on the subject.

A About 35%.

MR. QUINET: Q: About 35% on each item mentioned there? A: Yes, on each item.

MR. QUINET: My lord, I do believe that my learned friend might withdraw his objection if I point out that we are not actually claiming more than the cost price, but I am trying to establish our claim is very reasonable and not exorbitant in claiming
30 the cost price because we could have claimed

I. Kawai,
In Chief.

35% more. That is the only purpose of my question.

Q May I ask you, Mr. Kawai, was that stock paid for when you had to leave it in Vancouver?

A Yes.

Q And did you feel that \$1250.00 for which it was sold represents the fair market value for that stock?

THE COMMISSIONER: That is a matter for me to determine, is it not?

10 MR. QUINCY: I thought perhaps the witness could express an opinion, but if your Lordship feels he shouldn't, I will withdraw the question.

THE COMMISSIONER: I think you are putting him in my chair when you ask that.

MR. QUINCY: Yes, I will withdraw the question.

Q Did you recover any of that stock?

A No.

THE COMMISSIONER: Q: Was your home near Ontario Street on 6th Avenue?

20 A Near Ontario Street.

MR. QUINCY: Q: Did you give any instructions to anyone for the sale of your goods or the disposal of same?

THE COMMISSIONER: I do not think that question is necessary.

MR. QUINCY: I believe, my lord, learned counsel might bring that question up because there are letters in the file that are letters of protest as to the disposal of the goods for the prices and
30 under the conditions set.

I. Kawai,
In Chief.

THE COMMISSIONER: What is your suggestion, that he may have authorized the sale himself before he left?

MR. QUINCY: He might have, or after he left, too, as happened yesterday when one letter was filed.

THE COMMISSIONER: Q: Put the question. Did he give any instructions to anyone relative to the sale of his goods either before or after he was evacuated?

A No, I didn't, because I intended resuming my business.

10 MR. QUINCY: My lord, I have here two certified copies of insurance policies taken by the Custodian on the dwelling and the stock.

THE COMMISSIONER: I suppose Government counsel concedes the amount of insurance was carried.

MR. HUNTER: They appear to be in order, my lord.

MR. QUINCY: Then may I file those copies?

THE COMMISSIONER: Read into the record what insurance was carried. Government counsel concedes that it was so.

20 MR. QUINCY: There is an insurance policy expiring on the 25th of November, 1943, dated November 25th, 1942, in the Union Fire Accident and General Insurance Company of Paris, France, for the sum of \$2500.00.

THE COMMISSIONER: Covering --?

MR. QUINCY: Covering a stucco frame building.

THE COMMISSIONER: That is the dwelling?

MR. QUINCY: 604 on the south side of Cordova Street East.

30 THE COMMISSIONER: Wait a minute.

I. Kawai,
In Chief.

MR. HUNTER: I don't think my learned friend has that right. I think that was covering the merchandise.

THE COMMISSIONER: That is probably covering the merchandise, but his business was on Main Street, not Cardova.

MR. QUINCY: Oh, I am sorry, covering the woolen goods store.

THE COMMISSIONER: On Main Street.

MR. QUINCY: Yes, my lord.

10 THE COMMISSIONER: Is that covering the dwelling?

MR. QUINCY: 318 Homer Street.

MR. HUNTER: They were at that time left by the claimant in the custody of Kemp & Company Limited, who were on Homer Street.

THE COMMISSIONER: That is on the stock of goods.

MR. QUINCY: On the stock of goods, yes, \$2500.00, subject to an 80% code insurance clause.

THE COMMISSIONER: I am not concerned with anything except he carried that much insurance.

20 MR. QUINCY: Now, an insurance policy, dated December 7th, 1942, in the Federal Fire Insurance Company of Canada for the sum of \$1500.00, expiring on the 7th of December, 1945, on his house at 18, South side of East 6th Avenue, Vancouver.

Q Now, about the real estate claim, Mr. Kawai, I understand you are claiming on the property which was mentioned as insured for \$1500.00?

A Yes.

Q I also understand that this property was sold
30 by the Custodian for a thousand dollars?

A Yes.

Q Do I understand that you wish to amend your real estate claim by adding a balance of \$2000.00?

THE COMMISSIONER: Is that not all covered by the written documents that have been filed?

MR. QUINCY: Unfortunately the summary wasn't on the statement. We are claiming \$3000.00 and it should be only \$2000.00 as a balance.

10 THE COMMISSIONER: Wait a minute, let us understand each other. The claim, I thought, was \$3613.50, is that not right?

MR. QUINCY: That is the three exhibits, but I am taking the one exhibit, the real estate, Exhibit No. 3 which does not carry a summary and doesn't mention the fact the property was sold for a thousand dollars. The estimated value was originally \$3000.00, if I may write it on Exhibit 3?

THE COMMISSIONER: Yes, please do.

20 Mr. Hunter, the valuation of the real property is \$3000.00, it was sold for \$1000.00 and the claim, therefore, is for \$2000.00 on the real property.

MR. QUINCY: Instead of \$3000.00.

MR. HUNTER: Very good, my lord.

MR. QUINCY: Being the balance. So I come to a total claim, adding the three balances of \$3,554.50, my lord.

THE COMMISSIONER: Correct.

30 MR. QUINCY: Q: Do I take it that that is your claim for the balance owing to you for the fair market value of your property, \$3,554.50?

I. Kawai,
In Chief.

Discussion.

A Yes.

MR. QUINCY: Very well. Thank you, my lord, no more questions.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value.

It is submitted that the merchandise or stock-in-trade was sold for its fair market value.

10 It is submitted that personal chattels, household chattels sold were sold for their fair market values and that claims made for household chattels not sold by the Custodian are exorbitant.

It is submitted that many of the items for which claim is made were not declared and were never found.

I tender the appraisal of Pemberton Realty Corporation, Limited, dated August 18th, 1943, Referring to the property in question, East 6th Avenue, he says:

20

"This house is in a run down condition.

The plaster is badly broken and the tenant has tried to patch it and only made it look worse. Needs new roof. Will have to have a chimney built from the ground to the second story to meet the present chimney which is on brackets in the upper bedroom. Sometime ago a furnace was installed in this house and the pipes from the furnace leading to the chimney have to pass through the dining room and up through the bedroom on the second floor to the chimney. This is against city regulations and a great fire hazard.

30

I. Kawai,
Discussion:

"Price for cash, subject to existing
tenancies, \$800.00."

I tender that as Exhibit 4.

(APPRAISAL MARKED EXHIBIT NO. 4).

CROSS-EXAMINATION BY MR. HUNTER:

Q Are these two photographs of your property,
witness? A Yes.

10 MR. HUNTER: I tender two photographs of the property
which have been identified by the witness, one is
rather poor, obviously slightly over-exposed,
the other is clearer. I put those in as one
exhibit.

MR. OUMET: Might my learned friend mention which one
he feels is over-exposed, because it might not be
as obvious as all that. It isn't to me, anyway.

THE COMMISSIONER: Mark them "A" and "B", and then you
can state your position in regard to the two,
Mr. Hunter.

20 MR. HUNTER: Possibly, in view of the fact it is not
clear to my learned friend which is obviously
over-exposed, I will retract that statement, my
lord. It is quite obvious to me but it may not
be obvious to someone else.

MR. OUMET: I suppose my learned friend may be an
expert on photography.

THE COMMISSIONER: These are photos of the dwelling,
are they?

MR. HUNTER: Yes, my lord.

30 (PHOTOGRAPHS MARKED EXHIBIT NO. 5).

I. Kawai,
Crown-Examiner.

MR. HUNTER: I tender a copy of the advertisement in the "Vancouver Daily Province" dated August 28th, 1943, which includes this property in an advertisement for sale by public tender.

(COPY OF ADVERTISEMENT MARKED EXHIBIT NO. 6).

MR. HUNTER: It will be noticed from that advertisement that tenders closed on September 15th, 1943. On September 15th, 1943, a tender for \$830.00 was received from Mrs. K.S. Brook through Gordon M. Thompson. This was rejected. On September 4th, one had been received from Edith M. Frith through A.A. Cameron. This was approved by the Advisory Committee and it was accepted.

THE COMMISSIONER: The price being?

MR. HUNTER: A thousand dollars, my lord. It was sold with adjustments as of the 1st of October, 1943.

I would tender the analysis of personal property claim as Exhibit 7.

(ANALYSIS MARKED EXHIBIT NO. 7).

MR. HUNTER: On page 1 of the analysis your Lordship will see the analysis of the fixtures and equipment. On page 2 it deals with the stock-in-trade.

THE COMMISSIONER: I notice a large number of items under the "declared and not found" column of fixtures and equipment. What is the explanation there, Mr. Hunter?

MR. HUNTER: Well, subject to them having been there, my lord, which I suppose we must assume, the explanation is they were largely left in the Japanese school house in Vancouver which was

I. Kawai,
Cross-Exam.

as your Lordship may recall, broken into on a number of occasions.

THE COMMISSIONER: Yes. Within what length of time did the Custodian send a representative to inventory these goods?

MR. HUNTER: That I can't say, my lord. As your Lordship will realize there have been a few floods out west and our main files haven't arrived yet, and I can't refer to them.

10 MR. QUIMET: Do I take it, your Lordship, that my learned friend will be able to supply that information later on?

MR. HUNTER: Yes.

THE COMMISSIONER: Oh, ultimately, yes. When the Government's case goes in it will be for Government counsel to adduce evidence on that feature.

MR. HUNTER: Possibly to clear up this matter we might file the J.P. form at this stage.

Q Is that your signature? At Yes.

20 Q And is the J.P. form which was drawn up at your request? At Yes.

Q Is that your wife's signature there (indicating)?

A Yes.

Q Now when I say "there", I am referring to a memorandum on a yellow sheet of paper attached to this J.P. form on which the signature of the wife appears showing that she sold a piano, a carpet, and a vacuum cleaner. Is that your wife's signature on the blue memorandum?

30 A Yes.

Q And is that your wife's signature on the second blue memorandum? A: Yes.

Q The first one being dated October 1st, 1942, and the second one July 21st, 1942?

A Yes.

Q And under "statement of personal property owned", is the original statement of personal property which you yourself made?

A Yes. Just the big items alone.

10 MR. HUNTER: Perhaps my learned friend would be prepared to admit that this is a true copy of the original which has just been identified (producing). I would like to file a copy, my lord, and keep the original on the Custodian's file.

THE COMMISSIONER: Well, perhaps it will give Mr. Guimet an opportunity to examine it more closely if we leave it until the recess.

MR. GUIMET: It might be, my lord, although I don't think there is any reason for me doubting that it wouldn't be similar to the original.

20

THE COMMISSIONER: It will save a little time if you did it at recess.

MR. HUNTER: Very good, my lord. I would point out that under the statement of "personal property owned", this man declared one piano, chesterfield, phonograph, Hoover, one large tailor's mirror, one table, two bureaus, one book stand, one show cases, one coal stove, tailor's machine (3), tailor's stock amounting to about \$50.00.

30

Counters, one kitchen range, one washing machine,

I. Kawai,
Cross-Exam.

bedroom furniture, children's bedroom furniture, two dressers, blankets, and clothing, all at 18 East 6th Avenue, Vancouver, B.C.

Under a memorandum which the claimant has stated bears his wife's signature dated June 26th, 1942, a yellow paper, attached to the J.P. form, his wife advised she has sold the piano, carpet, and vacuum cleaner.

Under a memorandum again signed by the wife, dated July 21st, 1942, she says,

"Declarant states that since her husband registered on March 28th, 1942, tax on the property at 18 East 6th Avenue has been paid.

Declarant states that her husband does not wish the house to be rented and wishes the furniture to remain stored in the house.

Declarant states that a letter has been sent to the manager of the Royal Bank of Canada, Main Street and 6th Avenue, requesting him to pay the 1943x tax out of Mrs. Kawai's account."

By a further memorandum dated October 1st, 1942, which the claimant says bears his wife's signature, it says, "When declarant's husband registered,

he registered his real property but failed to register the following personal property:

One big box", containing, apparently, "one morning coat, 6 frames for suits, two ironing boards, etc., one ladder on top of the box".

I. Kawai,
Cross-Exam.

It then goes on and lists a box of pictures, one box of lightbulbs, tailoring goods, scissors, one box of new coat hangers, and so on, various tailoring equipments; and down below it says,

"These things have been left in the Japanese School at 154 West 5th Avenue". That was the first notification, on October 1st, 1942, my lord, that those were left anywhere.

10

Then down below it says, "One Singer tailoring sewing machine and certain other things have been left in the kitchen at 18 East 6th Avenue". One 5-piece bedroom suite has been left in the bedroom at 18 East 6th Avenue, and wood and sawdust, ladders (2) have been left in the basement. One store steel net has been placed in front of the door at 18 East 6th Avenue and the key has been given to A.A. Cameron, 2101 Main Street, agent. Declarant also states that it has been settled with Mr. Cameron that her husband's house be rented for \$18.00 per month."

20

THE COMMISSIONER: File the copy in the meantime and if there is any question about it afterwards, counsel will advise.

MR. HUNTER: Thank you, my lord. I would tender that as Exhibit 8.

MR. QUINCY: My lord, I believe I will accept the copy.

THE COURT: Very good.

30 MR. HUNTER: Thank you.

I. Kawai,
Cross-Exam.

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

THE COMMISSIONER: Just while we are on the subject of these goods and referring particularly to the analysis, Exhibit 7, you observe the notation on the right hand side of the second page relating to the shipment of these goods to the claimant at Tashme and the subsequent sale. Now, it does not appear whether that was a sale authorized by the claimant, or directed by the Custodian.

10 MR. HUNTER: It will, my lord, after I go through this correspondence.

This is a letter dated October 29th, 1942, my lord, from Kemp & Company Limited to the Custodian, saying,

"This is to advise you Mr. I. Kawai of 2410 Main Street, Vancouver, B.C., met two cases with us before he was sent to Ontario, and asked us to hold them, awaiting his instructions.

20 "Upon instructions from his wife, Mrs. I. Kawai, these two cases were opened October 21st, just before she went to Tashme, B.C.

"We find there is a certain amount of merchandise we could use, and would be glad to make an appraisal, and submit an offer, if you would be interested."

I would tender that as Exhibit 9.

(LETTER MARKED EXHIBIT NO. 9).

30 THE COMMISSIONER: Now, might all this correspondence

I. Kawai,
Cross-Exam.

be filed as one exhibit, Mr. Hunter?

MR. HUNTER: Well, there is a considerable amount of it which I think will be identified by the claimant, my lord.

THE COMMISSIONER: Oh, I see. Very well.

MR. HUNTER: Then there is a letter from the Custodian, or a copy of a letter to the camp Commandant at Angler dated November 3rd, 1942, pointing out they have a letter from Messrs. Kemp & Company Limited as follows and they quote, my lord, the letter which has just been filed as Exhibit 9 and then they say,

"Will you be kind enough to parade the above-named and ask him if he is interested?", and the original reply from the internment camp commandant saying,

"The contents of your letter has been shown to the above internee, and he states that he has no intention to sell the property mentioned in your letter until his return to Vancouver, B. C."

Q Mr. Kawai, were you notified of the contents of this letter, and does this letter from the Commandant of the internment camp (producing) express your wishes?

THE COMMISSIONER: Just before that question is translated, I wonder if counsel would concede it was shown to him. It will save a good deal of time.

MR. QUINER: I will, my lord. Of course regularly the copy ought to be replaced by an original, but

I. Kawai,
Cross-Exam.

I suppose it has been shown that copies have been filed instead of originals which were not available.

THE COMMISSIONER: That is what we have been doing, unless the original has been lost by the claimant.

MR. QUINET: This original wasn't sent to the claimant.

THE COMMISSIONER: Oh yes, quite right.

MR. QUINET: It was sent to the camp Commandment, so probably it isn't available. There is no reason
10 to presume it isn't a true copy.

THE COMMISSIONER: The point I am making is if all this correspondence has to be translated, it is going to take us a long time, and I have no doubt you have already been instructed.

MR. QUINET: I have seen the correspondence, and I believe if the claimant is asked the general question if he was made aware of the correspondence between these parties he would say yes, and we will admit all the letters as having been received.

20 THE COMMISSIONER: Suppose you deal with it that way, Mr. Hunter.

MR. HUNTER: Very good, my lord. The next letter is from Kemp & Company, Limited, dated December 21st, 1942, merely referring to --

THE COMMISSIONER: In terms of Mr. Quinet's suggestion, suppose you put the general question first and then get the witness' answer that he was apprised of this whole matter regarding the prospective sale to Kemp & Company Limited of his woolsens.

30 MR. HUNTER: This situation keeps changing all the time,

I. Kawai,
Cross-Exam.

my lord.

THE COMMISSIONER: Well perhaps I am not saving time. I may be stretching it out. I will leave it in your hands.

MR. QUINCY: May I state, my lord, it does seem that Mr. Kawai was sent to Ontario and it seems that his wife stayed in Vancouver, and she is the one who corresponded with the different parties, you see, the Custodian, and the people at the camp and Kemp & Company, Limited, so naturally Mr. Kawai might not have a personal first hand knowledge.

Is
THE COMMISSIONER: Mrs. Kawai available?

MR. QUINCY: She is not here.

Q Is Mrs. Kawai here?

A: No.

Q Where is Mrs. Kawai?

A: She is not

well. She is ill at the present time.

Q Where is she?

A: At home.

Q Here in Montreal?

A: Yes.

20 THE COMMISSIONER: Mr. Hunter, could it not be put in in a general way that there were negotiations between the Custodian, the camp and the claimant's wife which finally had a certain result?

MR. QUINCY: And if he knows about it, he can say so.

MR. HUNTER: These are largely communications to the interment camp, my lord.

THE COMMISSIONER: That is all right if he was apprised of it. However, if you want to spend the next hour having these things translated, it will be your problem, not mine.

I. Kawai,
Cross-Exam.

MR. HUNTER: I assure you I get no fun out of this at all. I am just wondering if each little block of communication between them couldn't be admitted.

MR. QUINCY: If I only knew what my learned friend intends to prove, I might be in a position to admit all kinds of things that might be favourable to his case and favourable to my own, but I don't know what he wants to prove, or disprove.

MR. HUNTER: I don't want to prove anything particularly,
10 I want to show what happened, and that is this; that these goods were stored with Kemp & Company Limited. The Custodian was notified by Kemp & Company Limited who indicated that having inspected them prior to Mrs. Kawai's evacuation, there were some things there in which they would be interested. They therefore stated that if the claimant was interested in selling, they would take an inventory and make an offer. The claimant refused to sell
20 to Kemp & Company Limited and asked that they be sent to him at the internment camp. They were not sent to him at the internment camp because the commandant of the internment camp refused to permit them to be stored there, that he had enough personal things to look after without having any merchandise or stock-in-trade. Thereupon the claimant suggested that they be sent to his wife at Tashme and they were sent to his wife, and when they got there there was no place for his wife to store them. She had no room for them so the B.C.
30 Security Commission stored them.

I. Kawai,
Group-Exam.

10 In the meantime Kemp & Company insisted they be withdrawn from their storage. They stated they were not providing free storage any longer and they wanted them out of their place. When it was suggested by the claimant they be sent to Tashu and the B.C. Security Commission provide storage for them, then they obviously got very restive about it themselves and suggested the claimant's wife sell them there, or rather the claimant's wife wished to sell them there but they wouldn't permit such a thing and suggested the Custodian sell them to the B.C. Security Commission, who, in turn, would sell them to various people there. It proved a rather anomalous situation because in view of the fact these were woolen goods and might deteriorate through moths and dampness, the Custodian agreed to this thing but I am not sure he had any authority to do it, because the goods being shipped outside of the
20 protected area, I am not sure they were vested in the Custodian.

Your Lordship will remember in the original Orders-in-Council vesting these things in the Custodian, it had to be something within the protected area, and these goods having gone outside of the protected area, it is very dubious in my mind whether they were vested legally in the Custodian and whether he had any authority to sell them. The upshot of it all is this,
30 the Custodian took it upon himself to make a

I. Kawai,
Cross-Exam.

sale to the B.C. Security Commission.

THE COMMISSIONER: That was his decision, whether right or wrong.

MR. HUNTER: Right or wrong. There were some very long meetings about it and very long memorandums of meetings held between people in the Custodian's Office and correspondence between Vancouver and Ottawa, and the upshot was as a matter of exigency or something.

10 THE COMMISSIONER: I can quite appreciate the practical situation dictated a disposition of them in some form.

MR. HUNTER: The whole point boils down to this, my lord, that when Kemp & Company Limited had made their offer, they were offering roughly a thousand dollars for these things and then later on Mrs. Kawai indicated to Kemp & Company Limited she thought they were worth \$1500.00 anyway. Then when they were shipped to Tashme soon afterwards, she wrote to the Custodian saying there were very large shortages.

Now, as far as the Custodian could ascertain he obtained these boxes in a certain condition from Kemp & Company Limited and he shipped them in that condition. As far as the Custodian is aware, those were received by the B.C. Security Commission at Tashme in the same condition as they were shipped and in which they were received by the Custodian, but I can't find anything on the file to show the condition they were shipped

I. Kawai,
Cross-Exam.

in is not exactly the same as received at Tashme. There is nothing to indicate otherwise, but there is nothing to indicate a theft couldn't have occurred before the shipping, or even before the Custodian got it that there were thefts.

THE COMMISSIONER: That is a matter that will have to be dealt with later when the Custodian's evidence is taken. What was the final upshot, the sale by the B.C. Security Commission to Kemp & Company?

10 MR. HUNTER: Oh no, my lord.

MR. QUINET: It wasn't sold to Kemp & Company Limited.

MR. HUNTER: It was never sold to Kemp & Company, it was sold to the B.C. Security Commission.

MR. QUINET: By the Custodian.

THE COMMISSIONER: For \$1250.00.

MR. HUNTER: For \$1250.00.

THE COMMISSIONER: And that was done by the Custodian?

What is your suggestion? You may be able to show that Mrs. Kawai acceded to the Custodian's proposal, or what?

20

MR. HUNTER: No, my lord, I propose to prove they were not worth anymore.

THE COMMISSIONER: Now, Mr. Quinet, do you accept in substance the statement made by Mr. Hunter as to the contents of that file of correspondence he has in front of him?

MR. QUINET: Yes, my lord, I do, except I feel he has maybe not given your Lordship the substance of the contents of the second paragraph of a letter sent by Mrs. Kawai to Mr. Wright at the office of

30

I. Kawai,
Cross-Exam.

the Custodian, Royal Bank Building, Vancouver,
on February 9th whereby she says:

"Upon the arrival of the goods, the
authorities here claimed that the materials were
frozen goods and could not be handed over to me
and so I could not obtain even certain materials which
were required for personal use. The goods were
left in the local warehouse from July, 1943.

10

"The local authorities had approached me
on several occasions, persuading me to sell the
materials, but I explained that the goods did not
belong to me but to my husband.

"On January 17th, 1944, the materials were
suddenly sold at the local general store. When I
asked Mr. Orfers and Mr. Byrnes under whose
authorization and order were the goods sold, they
explained that it was upon the written order from
the Custodian's Office.

20

"On October 14th, 1943, a letter from the
Custodian's office to Kemp & Company stated that
once the goods were outside of the protected area,
the Custodian had no more responsibility over
same".

30

I feel once it is in the record, that under
the circumstances that the Custodian is taking the
attitude that he was responsible before he had
them sold, but he ceases to have responsibility
the moment they were sold, then I know I can
quote the terms of the Order in Council, and I
suppose my learned friend was referring to P.O.

I. Kawai,
Crown-Exam.

1665 as amended by P.C. 2483, "Goods and property situated in any protected area --"

THE COMMISSIONER: "shall be vested".

MR. QUINN: "--delivered up to any person . . .
. . . subject to the control and management of the Custodian".

Now there might be a very fine point of law there as to whether or not the Custodian having taken constructive possession--

10 THE COMMISSIONER: In the protected area.

MR. QUINN: In the protected area -- ceases to have any authority.

THE COMMISSIONER: That is a matter of argument.

I think if counsel can agree on the facts, that is to say the contents of that correspondence, we will take it to be filed.

MR. QUINN: Yes. I believe it would be better if the correspondence were filed as a whole, because, of course, we might agree on the contents but
20 there might be a viewpoint that could be elucidated.

MR. HUNTER: I have here, my lord, the original of the letter my friend was reading from and I will add it to the correspondence.

THE COMMISSIONER: Yes, put it all in as Exhibit 9.

MR. HUNTER: Yes, very well, my lord.

THE COMMISSIONER: Mr. Watson, when an opportunity affords itself, I would like you to staple them together to be sure none are lost.

THE SECRETARY: Yes, my lord, it will be done.

30 MR. HUNTER: Q: Where did you buy this merchandise, Mr.

I. Kawai,
Cross-Exam.

Kawai? Was it bought through jobbers?

A From a wholesale firm.

Q It was bought from wholesalers? Who would be a likely purchaser of a stock-in-trade like that -- a jobber?

A: In my opinion anyone would be interested, wholesalers or retailers.

THE COMMISSIONER: Q: Would you speak up, please, Mrs. Handford, I do not hear you?

10 A In my opinion the witness says anyone would be interested in a stock like that. It might be wholesalers, or it might be retailers, who might buy such a stock.

MR. HUNTER: Q: Why would they pay you the price you paid for it? They could buy it from the manufacturer at a lower price.

20 MR. QUINCY: I wish to object to this question, my lord, as being first of all hypothetical and secondly, as taking for granted the fact that wholesalers could buy this merchandise at a lower price. It has not been established before your Lordship that they could, so I don't see how the witness could answer it properly.

THE COMMISSIONER: Even if he could answer it, would it be of very much help to me? I do not appreciate how it would be.

30 MR. HUNTER: Very good, my lord. I would like to point out, my lord, that I don't think it is necessary to establish that a wholesaler buys more cheaply than the people to whom he sells. If he doesn't, he shouldn't be in business.

I. Kawai,
Cross-Exam.

Re-Direct Exam.

MR. QUINET: Some of them go bankrupt.

MR. HUNTER: There are no questions, my lord. It appears to be largely a question of values and certain shortages which appear.

THE COMMISSIONER: Any re-examination, Mr. Quinet?

MR. QUINET: Yes, my lord.

RE-DIRECT EXAMINATION BY MR. QUINET:

15 Q Mr. Kawai, concerning your house, on August 18th, 1943, it was appraised?

A Yes.

A And the appraiser fixed a price of \$800.00 on it?

A Yes.

Q In his appraisal he says that the house was in a rundown condition. A: When I was living in the house, I always kept it in good condition.

Q When you left this house, was the plaster badly broken? A: When I was residing

20 there, it wasn't in that condition.

THE COMMISSIONER: Q: I am sorry, I cannot hear you.

A I am sorry, my lord. When I was residing there, it wasn't in that condition. It was in quite a good condition.

MR. QUINET: Q: Did you try to patch the plaster?

MR. HUNTER: It says the tenant did.

A No, I didn't do so.

MR. QUINET: Q: Did you authorize anyone to do so?

A No, I didn't.

30 Q Did your house need a new roof?

I. Kawai,
Re-Direct Exam.

A No. Two or three years before I left, I had the roof re-shingled.

Q Would you be able to remember offhand how much it cost you? A: I don't remember, but in the neighbourhood of \$100.00.

MR. QUINET: My lord, may I say I am quoting from Exhibit 4. I have a copy here.

Q Now, it is said in Exhibit 4 that your house will have to have a chimney built from the ground to the second storey to meet the present chimney which is on brackets in the upper bedroom? Was that true when you left?

THE INTERPRETER: My lord, may I have my co-interpreter read this document because I left my glasses behind this morning?

THE COMMISSIONER: Yes.

MR. HANDFORD: A: There were pipes, but it was --

THE COMMISSIONER: Just one minute, now, one at a time, if you please.

Q Witness, when the Interpreter is speaking in English, I would like to hear him and not other conversation in Japanese. All right, Mr. Handford.

MR. HANDFORD: A: The heating was through pipes from the ground floor to the second floor. The pipes were set in cement and had fire-proofing material and there was no danger of a fire through this construction.

MR. QUINET: Q: Had this been inspected by any fire inspector?

A Yes, he came occasionally and inspected it.

I. Kawai,
Re-Direct Exam.

Q What was his reaction?

THE COMMISSIONER: What did he say?

MR. QUINET: Q: What did he say?

A He said it was quite O.K. at that time, there was no danger.

Q Now, Mr. Kawai, looking at Exhibit 5"A", you identify this as being a picture of your house?

MRS. HANFORD: A: Yes.

Q Does this picture represent your house as you left it? A: Yes.

Q It hasn't changed since the time you left it and the date the picture was taken, which is the 3rd of May, 1943?

A It is in about the same condition.

THE COMMISSIONER: Do you find it necessary to go into so much detail, Mr. Quinet? It is not very helpful to me.

MR. QUINET: If it isn't, I won't go into any more detail.

20 THE COMMISSIONER: I can appreciate the claimant contents as he set out in his written form that the property had a certain value. Those details I fully expect he will repudiate.

MR. QUINET: Naturally, but I thought I had to take the statement as made, because the details cover other matters. If I can put the general question, "Have you heard this and do you say it is right or wrong?" and he says, it is wrong, that finishes it.

30 THE COMMISSIONER: I do not find it necessary in his

I. Kawai,
Re-Direct Exam.

interest for you to go into an amount of detail that you have in the written document.

MR. OUMET: Q: Now, Mr. Kawai, generally speaking, did you ever give any instructions to anyone as to the disposal of your property?

A The household chattels?

Q Your property in general?

A: No.

I didn't.

Q Do you have anything to add to your former testimony?

10 A I think this house is fully worth \$3000.00.

Q Anything else?

A I had several offers before I evacuated. It was a very good neighbourhood.

MR. OUMET: Thank you very much. Nothing else, my lord.

MR. HUNTER: There is one thing I would like to establish, my lord, and that is:

Q It was your agent, A.A. Cameron, who put the leases in there? A: Yes, after I evacuated.

Q And your wife signed the lease?

20 A I think so. I am not sure because my wife was still there when I left.

MR. HUNTER: Yes, thank you.

THE COMMISSIONER: That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

J. C. Harshin

"T.P. HORROBIN"
OFFICIAL REPORTER.

DEFENCE BRIEF

Isaburo KAWAI

File No. 796

Case No. 1337

Urban land & Bldgs.
Chattels.

Montreal, P.W.
2/6/48

- Ex. 1 - Personal Property Statement (Chattels).
- Ex. 2 - Personal Property Statement (Merchandise)
- Ex. 3 - Real Property Statement.
- Ex. 4 - Appraisal of Pembertons Aug. 43.
Cost price - through jobber?
- Ex. 5 - Photographs (2) of dwelling.
- Ex. 6 - Advertisement 28 Aug. 43
- Ex. 7 - Analysis of Personal Property Claim
- Ex. 8 - J.P. Form copy.
- Ex. 9 - (Kamp & Co. to Custodian letter
(Correspondence re merchandise.

REAL PROPERTY CLAIM

Es Lot 2, Blk 30, D.L.200A, Address 18 E. 6th Ave., Vancouver, B.C.

<u>Claim</u>	<u>Assessed</u>	<u>Appraised</u>	<u>Sold</u>
3000.00	1170.00	800.00	1000.00

Appraised by Pembertons Realty.

Advertisement in Vancouver Daily Province (Ex.6)
Aug. 28/1943 brought the following tenders:

Sept. 15/43	K.S. Brook	\$830.	Rejected
Sept. 4/43	E.M. Frith	\$1000.	Accepted.

Property was insured by Custodian 7/12/42
for \$1500.

Submission: Real property sold for its fair market value.

A question of value only.

PERSONAL PROPERTY CLAIM

Chattel Claim #1

Tailors tools & fixtures.

Claiming 412.00

Claiming 67.00 for goods sold at auction for 4.55

Witness: Mr. Wills - Custodian Agent

124.00 Declared not found)Inventory taken by

128.00 No record at any time)G.L. Salter Apr.13/42

93.00 No account, theft, etc.)Premises inspected by

412.00

D.A. Smith on 16/6/43 -

See Memo on file

dated 30/6/43

Chattel Claim #2

Claiming 2401.50 for goods sold for 1250.00

For history of this transaction, see Chattels Summary
(filed under "Woolen Goods") by E. Robertson, 27/10/47.

Due to amount of correspondence filed as Exhibit 9, it
will be necessary for counsel to advise which witnesses
should be called for this part of the defense to the claim.

Submissions: (1) Stock-in-Trade was sold for fair market value -

Kemp and Co. made offers for these goods,
inspected them, stored them etc., and
should be a valuable witness in proving
they were sold for fair market value.

Mr. Eastwood of B.C. Security Commission
purchased the goods for 1250.00 - See
letter dated 4/1/44 on file. (Ex.9)

- (2) Personal chattels sold for fair market value and
claim for those not sold is exorbitant. (Mr. Wills)
- (3) Items for which claim is made were not declared
and not found. D.A. Smith, etc.

Summary of Witnesses

- (1) Pembertons Realty - Appraised real estate.
- (2) Custodian - To prove advertisement and tenders received, etc.
- (3) Mr. Wills - Custodian representative at auction.
- (4) Mr. D. A. Smith - inspected chattels on premises 16/6/43.
- (5) Mr. G.L. Salter - took inventory 13/4/42.
- (6) Kemp & Co. - Stored woolens, offered to purchase, etc.
- (7) Mr. Eastwood of B.C. Security Commission - purchased goods, etc.

HAI/mw

Name of Claimant KAWAI, Teaburo

Case 1357

Custodian File Int. 736

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				
1000.00	50.00 25.00										75.00	
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					
NETS												
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim			Deduct Custodian Sale Price
MISCELLANEOUS CHATTELS												
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price					
			40%	345.00	150.70				1069.70			
									911.00			
TOTAL RECOMMENDATION											1144.76	