1419

FORM "JP"

FILE No. 1419

BUREAU HASTINGS PARK
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: YAMASHITA, Manjiro

HOME ADDRESS: P. O. Box 250, Steveston, B. C. Atagi Dyke

REGISTRATION NUMBER 05041 SEX: Male AGE: 58

OCCUPATION: Fisherman,

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: Himself

MARRIED? ~~Xxx~~ Yes

NAME OF WIFE OR HUSBAND: Kozue

ADDRESS OF WIFE OR HUSBAND: P. O. Box 250, Steveston, B. C.

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: None

AGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS: None

3. INSURANCE (Give particulars; state where policies are) None

4. TAXES (Amount and where payable) None

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

6. OCCUPANCY AND LEASES (If vacant so state) None

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: None

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

9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Three room house, (Frame), at Steveston B. C.

2. LANDLORD'S NAME AND ADDRESS: Mr. Tomari, Steveston, B. C.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:
$10.00 per month paid for rent.

4. STATE WHEREABOUTS OF LEASE: None

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:
None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:

Dec 15/6/24 "my"

Boat, N.Y. 56, value $1300.00, turned over to the custody of the proper authorities at New Westminster, B. C.

Sewing machine valued at about $55.00, table, bed, and dressing table, kitchen stove and heater, left in the house at Steveston, B. C.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS
None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY
None

FORM "JP" FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) None

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: Sun Life Assurance Co. Ltd., Vancouver, B. C., policy for $1000.00, beneficiary wife Kozue Yamashita, policy at home.

10. INTEREST IN ANY ESTATES OR TRUSTS. None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

REMARKS: None

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 3rd day of April 1942.

(Signature) Masajiro Yamashita

M. Wright.
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE June 28/43

Our File No. 1419

Full Name YAMASHITA, Manjiro
(Surname in Block Letters)

Registration No. 05041 Male ✓ - Female (Check) Age Mar. 23, 1883

Former Address P.O. Box 250, Steveston, B. C.

Date Evacuated 1/5/42 Naturalized ✓ - Canadian-Born - National (Check)

Present Address Greenwood, B. C. - NOV 6/46.

Married ✓ - Single (Check)

Name of Wife nee (SAKAGUCHI) Kozue #05035

Name of Husband -

Name of Mother Dec'd Name of Father Dec'd

Names of Children under 16

Requested by R.C.M.P. Registered with Custodian yes (Yes or No)

Additional Information Fisherman. Owner of #1244, Van. Nagai Sev. #N.W. 082E.
House at P.O. Box 250, Steveston, B. C.

Claimant: Sanjiro YAMASHITA, Reg. No. 04051

Claim:	Loss of Building	$1,000.00
	Custodian Selling Price	300.00
	Total Loss on Sale of Property	700.00

The file reveals that YAMASHITA was the owner of a house built on the property owned by Kaoru and Hisao ATAGI, file nos. 8965 and 4829, known as Lot "B" of a 3 acre portion of Section 4, Block 3 North, Range 7 West, Map 3756, Municipality of Richmond, District of New Westminster. (See Map on file, RP-1, house #7 belonged to YAMASHITA.)

This house was rented by Thomas C. King, Custodian's agent to E. Brownlee in July 1942. Rent - July 1942 - $8.00 including water. August 1942 - on - $10.00 per month including water. Brownlee remained in possession until Real Property belonging to ATAGIs was sold in 1945.

See RP - 2 Copy of an independent appraisal on YAMASHITA's house in ~~in~~ the amount of $300.00.

April 21, 1945 In agreement with the ATAGIs this amount was credited to YAMASHITA's account.

File No. 1419 November 6, 1946.

PERSONAL PROPERTY SUMMARY

Re: Manjiro YAMASHITA
Registration No. 05041

CHATTELS: See Chattel Summary.

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

VESSELS: The file reveals the vessel "M.Y." sold through the Japanese Fishing Vessel Disposal Committee (See Vessel Summary)

LIFE INSURANCE: Sun Life Assurance policy for $1,000.00, in owner's possession. As this did not come under the control of the Custodian, no action required.

No property interests other than those mentioned above are found on the file.

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

George Peters,
Office of the Custodian.

GP/ic

Copy for Claim File 1419

SUMMARY TAKEN FROM VESSELS RECORDS

Date: June 15, 1944

Name: YAMASHITA, Manjiro Reg. No. 05041 File: 1419

Boat File No.: JFVDC 707

Name of Vessel: "M.K." 30' x 7' x 2'6" (1929) Atlas Imperial 6HP

Lic. or Reg. No.: VANCOUVER 1244

Naval No.: NW. 082-E

Owner's Valuation: $1400.00

JFVDC Valuation: $374.00 Survey #501 NW (Copy of Appraisal on File, see V-6)

Custodian Valuation: None

Date of Sale: June 9, 1942 (Released for use June 9; Sales papers signed July 28. See V-1 &2.

Purchaser: Nelson Bros. Fisheries Ltd.

Signature on Sales Papers: M. YAMASHITA (see V-2)

Selling Price: $375.00

Paid to JFVDC ~~per Custodian~~ 375.00

Supervision Costs: 6.25

Balance due Owner: 368. 75

Paid to: Note on outside of file says "Cheque taken by K.K." 31/8/42, receipt signed by M. YAMASHITA.

Location of Boat at Sale: New Westminster

Claims Against Canadian Govt.: Claim #256 - Nelsons Bros. Fisheries Ltd. - $39.25 (Paid)

Additional Information:

Case No. 262 - Manjiro Yamashita, File 1419

Boat Claim: "M.Y." Vancouver Licence No. 1244
Built in 1930 at cost of $1,800.00 (hull & engine)

Gross Claim: $1,000.00

Sale: Sale by Japanese Fishing Vessels Disposal Committee. Boat released to purchasers, Nelson Bros. Fisheries Ltd., on June 9,1942.
Sales papers signed M.Yamashita dated July 28,1942.
Proceeds of sale paid to M.Yamashita, Aug.31/42.

Sale Price:	$375.00	
JFVDC Charges:	6.25	(1%, plus $2.50)
Net	368.75	

Valuation: Phillipson: $325.00 (JFVDC price: $374.00)

Damage & Loss: Claim for essential boat gear missing at time of release was paid to purchaser - $39.25. A list of the gear for which claim was paid is on file. On file also is a list of the gear the Japanese boat owner said had been left on his boat and list of the gear he had taken off

Age: JFVDC catalogue sheet said boat was built in 1929. This boat was licensed in January, 1930. At time of sale 12 or 13 years old.

/FM

File No. 1419 November 6, 1946.

LIABILITY SUMMARY

Re: Saajiro YAMASHITA
Reich Nation No. 05043

A claim from Saijiro NATIKA through F.D.Pratt, solicitor, in the amount of $502.75 was placed against the above Japanese.

A letter was received from YAMASHITA on February 25, 1943, denying this claim. YAMASHITA was notified on March 22, 1943. No further action required by Custodian.

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

George Peters,
Office of the Custodian.

GP/ic

609 Columbia Street,
New Westminster, B.C.
April 28th, 1944.

Catalogue No. 805,
Files 8765, 1629

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

APPRAISAL

re Lot 3 of a 3 acre part of Section 4, BIN/7W, Map 3756, Steveston
Townsite

Dear Sirs

This property is situated at the extreme West end of Chatham Street and the buildings are either on the dyke or outside of it. There are six shacks and a dwelling and a boat building establishment. The house is built over the inside dyke ditch and on a portion of the dyke itself and is on a post foundation which is not in good condition. It is finished on the inside with "V" joint and the upper portion of each room is papered. The fir floors are sagging and uneven due to poor condition of the foundation. It is poorly laid out and there is no plumbing other than a kitchen sink. The exterior is done in siding badly in need of paint. The roof leaks and the building is probably 40-50 years old. The floor space is 28' x 26'. There is city light and water. There is an outside toilet. Stoves provide the only heat. The large boat building shed is in exceptionally poor shape. The floor joists and the foundation are entirely gone. It may collapse at any time. It is unpainted and weather beaten.

The six shacks all have lean-to structures attached to them at different points probably used as Japanese baths. They are all built on posts over the dyke ditch into which is discharged all the sewerage causing an objectionable odour. They are cheaply built and unpainted. The three acres of land are divided into two parts by Lot "C" which is a board walk running through its entire length and they lie outside the dyke and are in a wild state being subject to flood during freshet season.
(Owners & Files - agreed by Mr.Peters Mar.21/45)
(T. Takeuchi, File 1734)
(K. Doi, File 3427
(T. Suzuki, File 1930
(H. Yamashita, File 1419)

Shack #1	- 20 x 20	- $50.00
" #2	- 42 x 24	- 100.00
" #3	- 30 x 24	- 75.00
" #4	- 45 x 20	- 200.00
" #5	- 20 x 20	- 100.00
" #6	- 24 x 20	- 75.00
Boat Building & Shed,	200 x 30	- 500.00
Blacksmith Shop, 16x16		- 50.00
Storeroom, 16x16		- 100.00
Dwelling		- 728.00
Three acres		- 300.00
		$2378.00

COULTHARD, SUTHERLAND & COMPANY LI

"F. H. Coulthard".

File No. 1419 November 6, 1946.

CHATTEL SUMMARY

Re: Manjiro YAMASHITA
Registration No. 05041

In his declaration of April 3, 1942, YAMASHITA declared chattels left in the house at Steveston, B.C.

The file reveals he was the owner of a house built on the property owned by Kaoru and Hisa9 ATAGI, file nos. 8965 and 4829, known as Lot "B" of a 3 acre protion of Section 4, Block 3 North, Range 7 West, Map 3756, Municipality of Richmond, District of New Westminster.

This house was rented by Thomas C. King, Custodian's agent, to E. Brownlee in July 1942 for $8.00 per month which included water. It is noted, however, in August 1942 a rental of $10.00 per month was charged which included water. Brownlee remained in possession until the Real Property of the ATAGIS was sold, and at that time, an independent appraisal was made on YAMASHITA's house in the amount of $300.00. In agreement with the ATAGIS, this amount was credited to his account on April 21, 1945. A ground rent of $12.00 per year was charged for the years 1942 and 1943.

The Chattel Schedule shows what chattels were declared and the file reveals on June 15, 1943, the tenant only signed for one round home-made table and two kitchen chairs.

On July 27, 1943, YAMASHITA was written the Custodian was unable to locate any chattels at his house on the ATAGI dyke, and we presumed, therefore, he took these when he left the protected area. He was again requested to answer this letter on July 8, 1944 and March 21, 1945. The file reveals no reply received from YAMASHITA so we must assume the chattels declared by him and his wife were removed after making their declaration.

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

George Peters,
Office of the Custodian.

GP/ic

File No. 1419

November 6, 1946.

CHATTEL SCHEDULE

Re: Manjiro YAMASHITA
Registration No. 05041

JAPANESE DECLARATION APRIL 3, 1942

Sewing machine value $55.00
Table
Bed
Dressing table
Kitchen stove
Heater
"Left in the house at Steveston, B.C."

GOODS SIGNED FOR BY TENANT, Mrs. E. Brownlee, JUNE 15, 1943.

1 round home made table
2 kitchen chairs
} No record of being picked up by Custodian, probably no value.

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

George Peters,
Office of the Custodian.

GP/ic

File No. 4173 November 6, 1946.

CHATTEL SUMMARY

Re: Kozue (Mrs. Manjiro) YAMASHITA
Registration Number 05035

In her declaration of April 15, 1942, Mrs. Yamashita declared the following:

1 trunk (clothes)
2 beds with spring and mattress
1 chiffonier

Her husband also declared chattels left at this address. No chattels were found by the Custodian, and her husband was written to on July 27, 1943, July 8, 1944 and again on March 21, 1945, to confirm their chattels were removed with them when they left the protected area. No answer was received so we must assume these were taken away.

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

George Peters
Office of the Custodian.

GP/ic

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE No. 1419

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

December 21, 1942

Mr. C. C. Robinson,
Steveston, B. C.

Dear Sir:

Re: YAMASHITA, Manjiro

The property on this file is situated on the Atagi Dyke, and the tenant's name is E. Brownlee. Manjiro Yamashita is now claiming ownership of it, but in his "JP" form to us he stated that he did not own any property. Would it be possible for you to forward the legal description of this land so that we may have the property searched.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

File No. 1419

MEMORANDUM

To: Mr. Hunter
From: B. MacAskill

Re: Manjiro YAMASHITA
Registration No. 04051

JP April 3rd, 1942, YAMASHITA declared chattels left in his house at Steveston.

July 1942 this house was rented by Thomas C. King, Custodian's agent, to E. Brownlee. Brownlee remained in possession until the Real Property of the ATAGAIs was sold - Feb. 1945. (See Memo from Mr. McPherson re.house -in envelope)

June 15, 1943, Mrs. E. Brownlee signed for one round homemade table and two kitchen chairs as being the only chattels belonging to YAMASHITA left in house.

July 27, 1943, July 8, 1944, and March 21, 1945, this office wrote YAMASHITA telling him that we had been unable to locate any chattels at his house on the ATAGI dyke, and that we presumed, therefore, that he took these when he left the Protected Area. The file reveals no reply received from YAMASHITA so it was assumed that the chattels declared by him and his wife were removed after making their declaration to the Custodian.

Note extract of Memo dated Oct. 28/43 (in envelope) from Mr. Green to File 4829, file of Hisao ATAGI, shows possible agency. The watchman was appointed by the owners of the land. On August 14th he contacted Custodian representative in Steveston for houses were being broken into and pilfering was high.

B MacAskill

† I do not think that there is any agency here except possibly that of the Tenant, Brownlee. The watchman was for Atagis benefit and Atagi had no interest in Yamashita dwelling

M.W.J. Note however this claim not received for almost 1 month after date of D.P. forms.

8965 & 1419

February 15, 1943

Mr. Kaoru ATAGI,
Reg. No. 05071,
Celista, B. C.

Dear Sir:

Re: YAMASHITA, Manjiro

M. Yamashita claims ownership of a house which we understand is built on your property. Would you be kind enough to advise us if you recognise if this Japanese have any interest in the house and if he is paying you any ground rent, and if you would have any objection to us sending him the rentals from this house.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

1419

February 15, 1943

Mr. Manjiro YAMASHITA,
Reg. No. 05041,
Building No. 7,
Greenwood, B. C.

Dear Sir:

We are in receipt of your letter of January 29th. Would you be kind enough to advise us if you have any arrangements with the Atagis in regard to the ground rent, and if they recognise your interest in this house which is built on their land.

As soon as this matter is straightened out, we will then be in a position to take under advisement the matter of sending you the rentals from the property.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

1419

February 15, 1943

The Corporation of the
Township of Richmond,
Richmond Town Hall,
Brighouse, B. C.

Dear Sirs:

Re: YAMASHITA, Manjiro

We understand that a Manjiro Yamashita has a house built on land known as the Atagi Dyke, which is either Lot "C" of Section 4, Block 3 North, Range 7 West Map 3756, or Lot "B", of a 3 acre portion of Section 4, Block 3 North, Range 7 West, Map 3756, which is owned by the Atagis.

If this house is built on property belonging to the Municipality, would you be kind enough to advise us if any ground rent is being paid or if you recognise M. Yamashita's interest in the house.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

The Corporation of the Township of Richmond

R. C. PALMER
CLERK MUNICIPAL COUNCIL
ASSESSOR AND COLLECTOR

TELEPHONE:
RICHMOND 1024

TOWN HALL
BRIGHOUSE. B.C.

WHEN REPLYING
PLEASE QUOTE OUR
FILE No.

February 16th, 1943.

CITATION SECTION
FEB 17 1943
1419
Ans.
Refer

Dept. of the Secretary of State,
Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B. C.

Your File 1419

Dear Sir:

Re: YAMASHITA, Manjiro

In answer to your letter of February 15th. Map 3756 covers 3 lots, A B & C.

Lot A is the land inside the dyke and ditch, Lot B is the land outside the dyke and Lot C is a right of way leading from the end of Chatham St. cutting Lot B into 2 portions and there are several buildings erected on this right of way.

The actual travelling road through Lot B is not located in the right of way as shown on Map No. 3756 deposited in the Land Registry Office.

A short while ago we sent you Tax notices showing values and taxes due on Lot B which notices included the buildings which are on the right of way.

No ground rent is being paid and we recognise Yamashita's interests in the house.

If you would like to have a copy of our plan covering this lot, showing buildings, kindly ask for Plan #2-13 for which a charge of$1.00 would be made.

I am

Yours very truly,

R C Palmer

R. C. Palmer,
C.M.C.

1416

February 17, 1943

Mr. Manjiro YAMASHITA,
Reg. No. 05041,
Building No. 7,
Greenwood, B. C.

Dear Sir:

Referring to your letter of January 29th in connection with the revenues from your property, we have received advice from the Corporation of the Township of Richmond that while no ground rent is paid, they recognize your interest in the house, but before we can pay out any revenues from this property to you, we would call your attention to a claim that has been filed against you by Saijiro Watika for the amount of $502.75. Will you kindly advise us if this claim is correct.

Yours truly,

G. D. Milsom
Administration Department

GDM/CH

12966 & 1419

March 22, 1943.

Mr. Sujiro NAKITA,
Registration No. 04/72,
Revelstoke, B. C.

MacLeod

Dear Sir:

We note that Manjiro YAMASHITA is supposed to be indebted to you in the sum of $502.75. Who is this man? We have no record of him, but have heard of an K. Yamashita whose address is at the foot of Jordan Street, Lulu Island.

We thought this debtor was possibly Manjiro YAMASHITA, Registration No. 05041, but he states very definitely that he did not have an account with you and owes you nothing. Will you please confirm this as soon as you can? - at the same time telling us who is the person indebted to you.

Yours truly,

P. H. Russell,
Administration Department.

PHR:EDE

COPY

Below is an extract from Memo dated Oct. 28/43
from Mr. Green to File 4829 (Hisao Atagi)

From this file it appears (see C.C.Robinson's undated memo) that a Mr. C. Bredeson had been appointed watchman by the Atagi brothers. Mr. Robinson's memo follows:-

"On August 14th received request from C. Bredeson, watchman for Atagi Boat House and nets, that houses were being broken into and pilfered. He said he reported to police who came out but could do nothing.

"I reported to you and was instructed to move the remainder.

"This was done but my opinion is that a lot of furniture and utensils and clothes had been stolen and removed before we arrived. It took us three days and even then we noticed evidence of pilfering over night.

"The Custodian only became responsible after the watchman reported the thefts as the owner boarded up the house and left in care of the watchman. This is a very bad case of Pilfering."

RP-2

COPY

Below is an extract from the appraisal made on this land and buildings by Coulthard, Sutherland & Company, April 28th, 1944.
Original is on File 4829.

The six shacks all have lean-to structures attached to them at different points probably used as Japanese baths. They are all built on posts over the dyke ditch into which is discharged all the sewerage causing an objectionable odour. They are cheaply built and unpainted. The three acres of land are divided into two parts by Lot "C" which is a board walk running through its entire length and they lie outside the dyke and are in a wild state being subject to flood during freshet season.

(Owners and files agreed by Mr. Peters Mar.21/45.)

Shack #1 - 20x20	-$50.00	(T. Tabuchi, File 1731)
" #2 - 42x26	-100.00	(M. Doi, File 3427)
" #3 - 30x24	- 75.00	(T. Suzuki, File 1500)
" #4 - 46x20	-300.00	(M. Yamashita, File 1419)
" #5 - 20x20	-100.00	
" #6 - 24x20	- 75.00	
Boat Building & Shed, 200x30	-500.00	
Blacksmith Shop, 18x18	- 50.00	
Storeroom, 18x18	-100.00	
Dwelling	-728.00	
Three acres	-300.00	

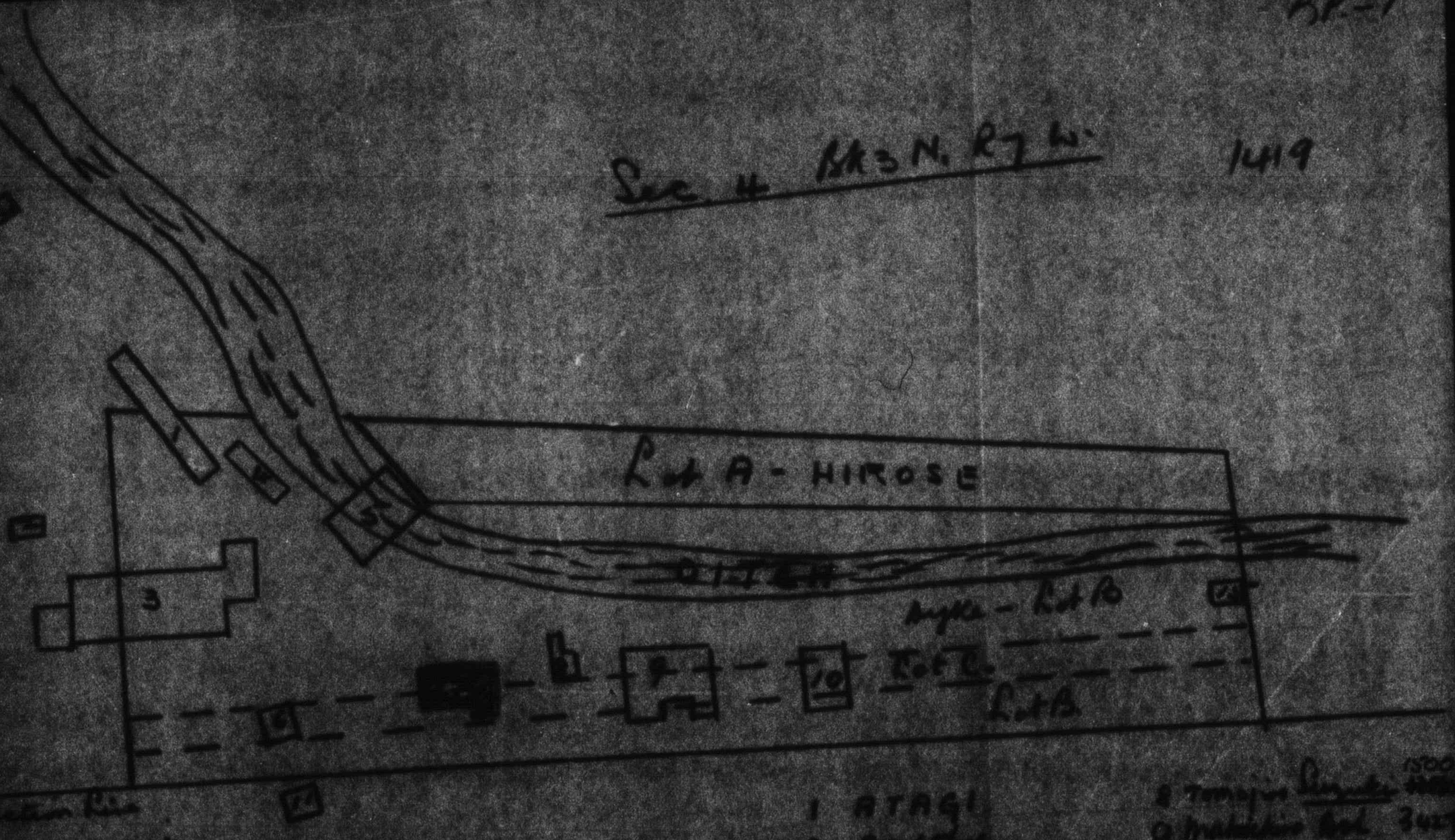
$2378.00

COULTHARD, SUTHERLAND & COMPANY LIMITED

" F. H. Coulthard"

BP-1

Sec 4 R3N. R7W. 1419



C-2.

1419, 5243 & 4173

July 27, 1943.

Mr. Manjiro YAMASHITA,
Registration No. 05041,
Greenwood, B.C.

Dear Sir: Re: Chattels

As we have not been able to locate any of the chattels declared by yourself, your wife and your daughter-in-law at your house on the Atagi Dyke, we must presume you took these with you when you left the protected area.

Will you kindly acknowledge that this is the case and that you have nothing left of which the Custodian need care.

Yours truly,

R. B. Mackedie
Protection Department

RBM/ms

MEMORANDUM

File Nos. 1419, 4173

December 13th, 1944

To: Mr. C.M. Harris

From: Mr. Macleodie

Re: YAMASHITA, Henjiro

The above declares chattels as follows, left in his house on Angi Dyke:

1 sewing machine
1 table
1 bed
1 dresser
1 kitchen stove
1 heater

Mrs. Yamashita (file 3173) declares:

1 trunk
2 beds with mattresses
1 chiffonier

We wrote to the above on July 27/43 as per copy enclosed, and a "follow-up" July 8/44, but to date we have had no reply.

RMacL:H

C 4

1419

March 21, 1945

Mr. Manjiro YAMASHITA,
Reg. No. 05041,
Greenwood, B. C.

Dear Sir:

Referring to your letter in regard to your house situated on the Atagi Dyke, this property is rented at $8.00 per month plus $2.00 for water and the rent is paid to February 28, 1945. We have paid the ground rent of $12.00 a year to the ATAGIS for the year 1944.

At the present time your credit balance with us is $254.18 and should you desire any of this money, we would suggest that you get in touch with your local Supervisor.

We would call your attention to our letters of July 27, 1943 and July 8th, 1944 advising you that we were unable to find any chattels on your premises. Would you be kind enough to confirm to us that these were removed when you left the Protected Area.

We might state that we have received an acceptable offer for the purchase of your property and you will be advised in due course of the particulars.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

BP-3.

MEMORANDUM

File 1419 February 11, 1948.

TO: Miss B. MacAskill

FROM: Mr. Ian McPherson.

Re: Manjiro YAMASHITA - Reg. No. 05041.

Reference is made to copy (file 1419) of Map 3756 being a plan of subdivision of Section 4, Block 3N, R.7.W. This subdivision consists of three parcels known as Lots A, B, and C.

This parcel of land is at the extreme Western limit of Steveston, and lots B. and C. are outside the Dyke.

Lot A, was the property of Toku HIROSE, sold to the VLA, and in which YAMASHITA had no interest.

Lot C, is a public highway, and title stands in the name of the Corporation of the Township of Richmond.

Lot B, is the remaining portion of the parcel subdivided and title thereto is in the names of Kaoru ATAGI and Hisao ATAGI, clear of encumbrance.

The sketch plan of Map 3756 was furnished the Custodian by the clerk of the Township of Richmond, a copy (on file 4829) shows the location of various buildings as plotted by Hisao ATAGI on 16/4/3. One of these buildings shown as No. 7 was owned by Manjiro YAMASHITA, and was situated partly on Lot B, and partly on Lot C. YAMASHITA paid $1.00 per month as ground rent to the brothers ATAGI, but no rent to the Corporation of Richmond, which nevertheless recognised YAMASHITA'S interest in the house (letter 16/2/3). The ground rent owing to the ATAGI'S was paid by YAMASHITA to the 31/12/41, and by the Custodian, on instructions from YAMASHITA (6/5/3) to 31/12/3. The Custodian also paid this rent to 31/12/4 on 31/5/4. This rental rate was confirmed by K. and H. ATAGI 15/5/3.

MANJIRO Yamashita claims no interest in the land, and his ownership of the house is acknowledged by both parties on whose land it is situated - Kaoru and Hisao ATAGI and the Corporation of Richmond.

On file is a letter dated 21/10/2 from Thomas C. King, in which he stated that "Manjiro YAMASAKI, File 1419" was rented by him at a monthly rental of $10.00. Obviously the name is incorrectly given, and that the reference is to ~~the~~ Manjiro YAMASHITA (file 1419) house. The ledger shows a rental payment of $8.00, made 6/8/2, and subsequent to that date to 28/2/5 - $310.18, making a total credit of $318.18 in the YAMASHITA account.

A description of the property and appraisal value by F.H. Coulthard, of New Westminster, dated 28/4/4 is on file 4829.

Ref = 100-
Asst - 200-

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

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE

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

Grand Forks, B. C.,
March 3rd, 1948.

IN THE MATTER OF THE CLAIM OF
MANYEO YAMASHITA.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

R.J. McMASTER, Esq., appearing for the Claimant.

A. WATSON, Esq., Secretary.
G.E.R. UPTON, Esq., Official Interpreter.
G. HAMILTON, Esq., Official Reporter.

Re Yamashita,
In Chief.
Direction.

MASUMO YAMASHITA, the claimant herein, being first duly sworn, testified through the interpreter as follows:

MR. McMASTER: My lord, with respect to this claim I would ask for leave to withdraw the claim concerning the chattels other than the fishing vessel. The claim for the fishing vessel will be a claim for one thousand dollars. The Custodian sold it for $375.00. That claim will be $625.00.

With regardto the real estate claim or the claim on the face of the claim form, the accounts receivable are out, the claim for $800.00, and I would ask leave to reduce the claim on the building to $50000. It was sold for $300.00 so the net claim is $200.00.

DIRECT EXAMINATION BY MR. McMASTER:

Q Witness, did you instruct me to prepare this statement with respect to the house which you are claiming for, and is this your signature on the statement?

A Yes.

Q And are the statements contained therein true to the best ofyour knowledge and remllection?

A Yes.

MR. McMASTER: I ask to file that statement as Exhibit 1, my lord.

(STATEMENT MARKED EXHIBIT NO. 1).

THE COMMISSIONER: This is the statement of real property, is it?

MR. McMASTER: Well it is a statement with regard to a house on real property, my lord. It just relates to the house.

THE COMMISSIONER: All right. It is a house on land which belongs to somebody else.

MR. MACKAY: That is correct, my lord, and that situation was recognized by the Custodian and by the owner of the land and a certain proportion of the sale price was paid to this man supposedly representing the value of his house or his share of the sale price. You will observe from Exhibit 1 that it is the house only. I did have a plan that I was going to draw on this, my lord, but apparently it isn't drawn there.

I don't think I will file this as an exhibit, my lord. It is just a rough draft the man drew for me and I would like you to see it. It gives the picture.

Q Witness, is that a rough plan of your house which you drew for me? A: Yes.

MR. MACKAY: My lord, you will observe from Exhibit 1 that the building was on posts on the dyke. It was out at Steveston. The new part, which I will refer to, was shingled on the outside, and the old part was siding with a shingle roof and a brick chimney. It was used as a dwelling. About 20 years ago he built this first part which was just 15 feet by 20 feet but in 1941 he put on an addition 20 feet by 26 feet, also put on a new roof and put in a new floor in the old part of the house, and he changed the windows and the door casings. It cost him about $600.00. He finished it with V-joint in the new part and had wall paper

over tar paper in the old part and the ceilings of the old part were V-joint.

The appraiser refers to the sewage system prevalent in the vicinity of the property and suggests that it was rather unpleasant and the claimant states, "While due to the nature of the sewage system there may have been a smell about the place, "it never bothered him and he did not think it would bother any other fisherman. If his house were on anyone else's property he would consider it was worth one thousand dollars in view of the fact that it was on somebody else's property and as to its situation he thinks the above value, as a minimum, would be $500.00 and that that is fair.

Q Witness, did you instruct me to draw the statement with regard to the vessel with respect to which you are making a claim, and is that your signature?

A Yes.

Q Are the statements contained therein true to the best of your knowledge and recollection?

A Yes.

MR. McMASTER: I file that as the next exhibit, my lord. This is the statement with regard to his fishing vessel.

(STATEMENT MARKED EXHIBIT NO. 3).

THE COMMISSIONER: What is the situation regarding the fishing vessel? Is there no question that it was sold by the Custodian?

MR. McMASTER: This is a very interesting one. My lord,

my allegation will be that it was either sold by the Custodian or else that the Custodian has not sold it and therefore must account for it. The situation briefly is that I will file a letter which this man received from the Japanese Fishing Vessels Disposal Committee advising him that his boat had been sold and that if he would execute two documents that were enclosed, one being a bill of sale and the other an assignment of a damage claim, he would be paid his $375.00. As his statement shows he didn't see he had any other alternative and he would like to have the money so he signed the documents and sent them back.

THE COMMISSIONER: In the face of that, how can he prefer a claim?

MR. McMASTER: My lord, as I realize, we are going to have to argue this point at a later date. As indicated in the memorandum filed by my learned friend concerning fishing vessels, the Fishing Vessels Disposal Committee had no legal authority to sell the boat without the man's consent.

THE COMMISSIONER: We will meet that situation when we come to it.

MR. McMASTER: Yes, my lord. This is going to be one of the cases that will be referred to in that general argument.

I would just point out in regard to his statement, my lord, the boat is described therein. The one thing that is missing is the measurements of the boat. The length, 30 feet, breadth, 7 feet,

depth, 2 feet, six inches; tonnage, approximately 3; and he points out that he purchased the boat in 1930. At that time it cost him as shown $1500.00 for the hull. It had an Atlas Imperial 6 horsepower heavy duty engine and fittings. He had brass fittings on the exhaust pipe and other hull pipe fittings, and they had it up on the ways each year. He copper painted spring and fall, scraped every three years, and had necessary repairs made to the hull and overhauled the engine each year.

He delivered it to the Navy at Steveston and he states that the boat was in exceptionally good condition and then he gave the explanation; that I have given, my lord, as to the signing of the bill of sale and the assignment of claim.

Might I have this appraisal of yours, Mr. Hunter ? I presume my friend is going to file the appraisal that was made of this boat, my lord. Perhaps he would be good enough to indicate.

THE COMMISSIONER: Yes.

MR. HUNTER: That is just an extract.

THE COMMISSIONER: This is the Committee's appraisal, is it?

MR. McMASTER: This purports to be an extract of the J.P.V.B.C. appraisal of the vessel belonging to this claimant. It does the condition is good, damage, nil, the estimate of new value of the boat here is $1175.00. Its value in 1942 is appraised at $325.00 and underneath they show $374.00. Is that their mark up for sale price, Mr. Hunter?

MR. HUNTER: I presume that would be their suggested negotiating price, my lord.

MR. McMASTER: Yes, I ask to file that, my lord.

(DOCUMENT MARKED EXHIBIT NO. 4).

MR. McMASTER: I don't know whether my friend desires to file the Bill of sale and the assignment of damage claim.

MR. HUNTER: Yes, I think so.

MR. McMASTER: If there is going to be a dispute over it, perhaps it should be filed. I am prepared to admit that the claimant signed these, my lord. The documents which I will file them, my lord, produced from the Custodian's file, are a receipt from thisman dated August 31st,1942, for $368.75 on account of this sale of the "M.Y." Japanese Fishing Vessels Disposal Committee form headed "Assignment of Claim",which advises, "Whilst in Navy custody my boat 'M.Y.' official number— and it gives the official number—suffered damage as set forth in the surveyor's report. If the Dominion Government will allow me $39.25 to make good that damage including missing inventory, I agree that I shall not make further claim of any nature whatsoever against the Dominion Government and hereby authorize the Japanese Fishing Vessels Disposal Committee to pay the sum so allowed to Nelson Brothers Fisheries Limited ". It is signed by the claimant. "The damage claim of $39.25 is fair and just". That is signed by the surveyor for the Japanese Fishing Vessels Disposal Committee and the surveyor for the Navy.

M. Yamashita,
In Chief.

The document is dated July 28th, 1942.

The next document is a record of fishing vessels headed at the top, "Japanese Fishing Vessels Disposal Committee". It states the name of the boat and the owner. The purchaser, Nelson Brothers Fisheries. The date of sale, June 9th, 1942, $375.00. Underneath the heading of "additional memoranda" there are these words, "This is a forced sale. Released at New Westminster June 10th, '42."

THE COMMISSIONER: Well, that undoubtedly relates to the terminology adopted by the Committee.

MR. McMASTER: That is correct, my Lord. I think it has possibly been taken over by the Japanese.

The next document is the agreement for sale which is signed by the claimant and is the last document. I think it is interesting to file these, my Lord, because it—

THE COMMISSIONER: Yes, they will be helpful.

MR. McMASTER: This is a copy of a document dated June 9th, 1942, addressed to the Registrar of Fishing, Vancouver, B.C., re this man's boat, and it says, "The owner of this vessel declines to sell at a reasonable price. Nelson Brothers Fisheries Limited, whose signature for identification purposes, appears below, has offered to purchase the vessel for the sum of $375.00, which sum is considered reasonable and has been accepted as the purchase price by this Committee pending completion of the bill of sale. You are requested to permit the purchaser, Nelson Brothers Fisheries Limited, to operate the

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but until the presently licensed owner completes the execution of the bill of sale or some other provision has been made . . .". The name, A.H. McMaster, is printed on the form. He did not sign it, my lord.

THE COMMISSIONER: That price was the appraised price?

MR. McMASTER: That was their appraisal, my lord, yes. No! #325 and #326

I think some of these documents of that nature, not those particular ones, are referred to in the memorandum of my friend.

(DOCUMENTS MARKED EXHIBIT NO. 5).

Q Now, witness, is this a letter which you received some time ago with regard to your boat?

A Yes, he recognizes that.

MR. McMASTER: This is a letter, my lord, dated July 28th, 1942, addressed to the claimant from the Japanese Fishing Vessels Disposal Committee. I don't propose to read it all. The third paragraph reads, "Having received an offer for your vessel -- and it describes it -- which is considered a fair value, the Committee has sold this vessel for the sum of $375.00 in accordance with the attached bill of sale. Please sign the attached bill of sale together with the claim assignment form also attached and return to us".

I file that as the next exhibit.

THE COMMISSIONER: What is the date of it?

MR. McMASTER: The 28th of July, 1942.

THE COMMISSIONER: By the way, did the claimant identify his signature on the document?

MR. McMASTER: I submitted them, my Lord.

THE COMMISSIONER: Yes.

(LETTER MARKED EXHIBIT NO. 6).

MR. McMASTER: Q: Now, witness, were you ever advised before you received that letter that your subset had been dumped in any way?

A No.

MR. McMASTER: Your witness.

MR. HUNTER: It is submitted, my lord, that the building was sold for its fair market value. It is submitted that the fishing vessel heretofore the terms of reference and that it is not even in the disputed category but it is unquestionably a fishing vessel which was disposed of by some one other than the Custodian and accordingly never vested in the Custodian and was never disposed of by him, was never sold by him, and accordingly doesn't come within the terms of reference under any heading.

There is no cross-examination, my lord.

MR. McMASTER: That is all, thank you.

(Witness aside)

MR. McMASTER: I would like to call Mr. Hamma in support of this case.

THE COMMISSIONER: Yes.

MR. McMASTER: Mr. Hamma.

SELIM HAMMA, a witness called on behalf of the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. McMASTER:

Q Mr. Hamma, what was your occupation prior to

evacuation? A: I was a fish buyer.

Q For whom; by whom were you employed?

A I was employed by Cole Brothers.

Q And how long had you been engaged in that occupation?

A From July, 1940, I believe, until March of 1942.

Q Yes. Prior to that what occupation were you engaged in? A: Still in the fishing business. I worked for my uncle in Nanaimo for about a year as a fish buyer there. I looked after hisbusiness. Prior to that I was in the fishing business, I fished myself, and I worked as a skipper on a collector.

Q Yes. In the course of your duties as a fish buyer, and fish collector, did you have occasion from time to time to know the prices at which boats were being bought and sold? A: Yes, especially when I started working for Mr. Cole because I was appointed as his outside manager.

Q I see. Do you recall the boat, "The M.Y.", which was owned by the claimant?

A Yes, I do.

Q How do you recall it? A: I was buying blue backs for my uncle at Nanaimo at the time Mr. Yamashita was fishing for him.

Q I see. Did you see the boat at that timeat all?

A No, I haven' t seen it since I was buying fish.

Q And when would that be, the last time you saw that?

A It would be — it will be about July of 1940, I believe.

Q Yes. In what condition did the claimant keep his

boat? A: Very good condition.

Q Could you give us any estimate of what that boat might have sold for around 1940 or '41 when you saw it?

A Well I believe $1000.00 would be a fair price but maybe others would pay more.

Q I see. Witness, what would you say generally as to the manner in which Japanese fishermen kept up their boats?

THE COMMISSIONER: I won't let that in as it is of no value. We have it from this witness that this particular fisherman kept up his boat well, and that wouldn't be of anymore value than other Japanese fishermen.

MR. McMASTER: My lord, I was thinking of general evidence rather than this case.

THE COMMISSIONER: I think evidence of so general a character is hardly worth anything.

MR. McMASTER: Very well, my lord. Your witness.

CROSS-EXAMINATION BY MR. HUNTER:

Q Were you ever in the business of appraising fishing vessels? A: No, but I had made inquiries in 1941 for fishermen that wanted to build a boat.

Q Yes. Just answer the question. Were you ever in the business of appraising fishing vessels?

A No, that wasn't my line.

Q No. Were you ever a qualified surveyor of vessels?

A No, I never was.

Q Do you know how they go about it?

A I have a general idea.

Q You, and have you ever gone about it that way?

A No, because it wasn't my business.

MR. HEWES: That is all, thank you.

THE COMMISSIONER: Thank you, Mr Hamm.

(Witness exits)

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hambleton

MR. HAMBLETON'S
Official Reporters.

Defence Brief

Manjiro YAMASHITA

File No. 1419

Case No. 262

GRAND FORKS
3 March 1948

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

Claim for all Chattels except Fishing Vessel withdrawn. (Trans. Page 2)

Claim 1 House, Lot B of a 3 acre portion of Sec. 4, Block 3 North, Range 7 West, Map 3756.

Claim reduced to	Appraised at	Sale Price
$500. (Trans. Page 2)	$300.	$300.

Witness: Appraisers, Coulthard Sutherland.

This house was built on land belonging to other persons, Messrs. K. and H. ATAGI, claimant having no interest in the land and his ownership of the house is acknowledged by the owners of the land and when their property was sold, they credited claimant with the appraised value of his house.

Appraisers (Coulthard Sutherland) report - This shack is built on posts, cheaply built and unpainted.

It is submitted that the building was sold for its fair market value.

Claim 2 Fishing Vessel

Claim	Appraised at	Sold for
$1000. (Trans. Page 2)	$325. (Negotiating Price $374.)	$375.

Witness: Appraiser, O.W. Phillipson (J.F.V.D.C.)

Appraiser reported the vessel to be in good condition and undamaged.

This vessel was about 12 years old and was sold by the Japanese Fishing Vessels Disposal Committee and claimant signed the Bill of Sale.

It is submitted that this fishing vessel is outside the terms of reference and that it is not even in the disputed category and was disposed of by someone other than Custodian and accordingly never vested in the Custodian and was never disposed of by him, was never sold by him and accordingly doesn't come within the terms of reference under any heading.

Summary of Defence Witnesses	Where required	
Coulthard Sutherland	1	Appraisers
O.W. Phillipson (J.F.V.D.C.)	2	Appraiser

BMP/mw

Name of Claimant YAMASHITA, Sanjiro Case 262

Custodian File 1419

REAL PROPERTY

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

PERSONAL PROPERTY

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

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	
						300	36	36.00

TOTAL RECOMMENDATION 36.00

1540