

1464

**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 INFORMATIONNAME: ~~SHIMIZU~~ SHIMIZU, Kiyoku

HOME ADDRESS: P.O. Box 3, Ueluelet, B. C.

REGISTRATION NUMBER 12112 SEX: Male AGE: 48

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: myself

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Miss 412

ADDRESS OF WIFE OR HUSBAND: P.O. Box 3, Ueluelet, B. C.

NAMES OF ANY LIVING CHILDREN: Kiyoshi (M) Teruo (M) Tamotau (M) Hisao (M)

Baiko (F) Fumiko (F) Eiko (F)

ADDRESS OF CHILDREN: P.O. Box 3, Ueluelet, B. C.

AGE OF CHILDREN: 15, 14, 12, 11, 5, 4, 2,

STATEMENT OF ALL REAL PROPERTY (Each parcel must be mentioned and particulars given)1. LOCATION AND DESCRIPTION: ~~Eight-room~~ None2. BUILDINGS AND OTHER IMPROVEMENTS: Eight-room frame house built on company's
land (Noyoke Banfield Packing Co., Ueluelet, B. C.)

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: Lived in my eight-room frame house built on company's land, Ucluelet, B. C.
2. LANDLORD'S NAME AND ADDRESS: Netoka Bamfield Packing Co., B. C.
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: \$5 per month for land, paid up to date
4. STATE WHEREABOUTS OF LEASE: None
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

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

35' 16 H.P. Gas boat named "Miss Ucluelet" in custody, at New Westminster, B. C.

24'X 51' boathouse at Ucluelet Bay, B. C.

17 pcs. ^{or parcels} Household goods, kitchenware, clothes etc. at C.P.R. Wharf, Vancouver, 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

4. INSURANCE CARRIED ON ABOVE PROPERTY: None5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
Seven \$100 shares in the Ucluelet Fishermen's Association Incorporated, Ucluelet, B. C.
\$50 Victory Bond, Maturity 1951. Four \$5 War Savings Certificates (in owner's possession)One \$5 War Savings Certificate each for Kiyoshi, Tamotsu and Hisao and Two Certificates for Teruo8. BANK ACCOUNTS: None9. LIFE INSURANCE: None10. INTEREST IN ANY ESTATES OR TRUSTS: None11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: \$100 to Nishi Shoten, Ucluelet, B. C. *P*\$70 to Furuya & Co., Vancouver, B. C.\$60 to Union Fish Co., Vancouver, B. C. *P**Shimizu states that he has arranged settlement at end of War Dec 20 7 42*2. TRADE DEBTS: None

REMARKS:

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 26th day of March 1942.

(Signature)

Kiuroku Shimizu

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE February 23/43

Our File No. 1464

Full Name SHIMIZU, Kuroku
(Surname in Block Letters)

Registration No. 12112

Male - Female
(Check)

Age Mar. 16, 1894

Former Address Box 3, Ucluelet, B. C.

Date Evacuated 5/9/42

Naturalized - Canadian-Born - National
(Check)

Present Address Slocan Extension, B. C.

RETURNED TO JAPAN
S.S. "MAGNIFICENT"
2nd OCTOBER, 1946.

14/2/46 = Lemon Creek, B.C.

Married - Single
(Check)

nee

Name of Wife (OKADA) Miss #12126

Name of Husband

nee

Name of Mother (HAMA) Niwa (Dec'd)

Name of Father Kyuzo (Dec'd)

Names of Children under 16 Kiyoshi (M) 16/5/26 #15569 Teruo (M) 30/7/27

Tanotsu (M) 30/6/29 Hisao (M) 31/10/30 Emiko (F) 30/3/36 Sumiko (F) 22/9/37

Eiko (F) 2/7/39

Requested by E. Sutton

Registered with Custodian

(Yes or No)

Additional Information Fisherman. Owner of boat "Miss Ucluelet" 1 house (not the land)

(Behind "JP" form)

File No. 1464.

(14/4/1944)

Name. Kiuroku SHIMIZU.

Reg. No. 12112.

Property Address. Port Albion (Shimizu Bay) - across inlet from Ucluelet.

Legal Description. MESSUAGE TENURE. Land owned by Banfield Packing Co. Ltd., Vancouver, B. C. (Parcel "A", Section 83, Alberni District, situate within Clayoquot District).

Classification. 8-room frame house, and another in course of erection.

File No. 1464

LIABILITY SUMMARY

April 24, 1946.

Re: Kiuroku SHIMIZU, Reg. No. 12112

This file reveals the following liabilities:

M. Furuya Co. lodged a claim for \$72.25 against SHIMIZU. SHIMIZU acknowledged this claim but stated that this company has agreed to wait till after the war for payment of this claim. *cf. memo. dated 10/6/44.*

M. Ebisunaki Co. lodged a claim for \$2.96. At SHIMIZU's request this claim was paid through this office on August 9, 1943.

O. Kondo Co. lodged a claim for \$26.95. At SHIMIZU's request this claim was paid through this office on August 9, 1943.

In his declaration to the Custodian he reported a debt of \$100.00 to Nishi Shoten. On July 20, 1943, he informed us that this debt had already been settled by him.

In his declaration to the Custodian he reported a debt of \$60.00 to the Union Fish Co. On July 20, 1943, he informed us that this debt had already been settled by him. However in March, 1945, Union Fish Co. lodged a claim for \$68.65 against SHIMIZU and on October 25, 1945 SHIMIZU admitted this claim and instructed us to pay this claim from money received from the sale of his house.² However, this sale has not been completed and this debt is still outstanding. *paid 10/25/46*

Tsunetaro KOYAMA, file No. 3929, filed a claim for \$100.00 against SHIMIZU, and on October 25, 1945 SHIMIZU admitted this claim and instructed us to pay this claim from money received from the sale of his house.² However this sale has not been completed and this debt is still outstanding. *claim settled - see Sept 19/46*

This file reveals no other liabilities.

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

J. MacKinnon

April 24/46

/m

File No. 1464

PERSONAL PROPERTY SUMMARY

April 24, 1946.

Re: Kiuroku SHIMIZU, Registration No. 12112

This man signed a declaration to the Custodian on March 26, 1942. He was evacuated on September 5, 1942.

In his declaration he reported owning an 8-room house on land owned by the Banfield Packing Co. This company offered to buy this house for \$200.00 but SHIMIZU refuses to sell for this price. As there is nothing further we can do in this regard we are leaving the matter open.

This man reported 17 pieces of household effects and clothing at the C.P.R. Wharf, Vancouver. As nothing appears on the file about this we assume that delivery was taken by SHIMIZU.

In his declaration SHIMIZU reported a gas boat named "Miss Ucluelet" in custody at New Westminster. This boat was sold through the Custodian as reported in the Vessel Summary and the net amount of \$646.42 was credited to this man's account.

The account of this man was credited with the sum of \$12.25 in full settlement of claim filed with the Japanese Fishing Vessels Disposal Committee for refund of expenses incurred at the time of the impounding of the vessel, "Miss Ucluelet".

SHIMIZU reported seven \$100.00 shares in the Ucluelet Fishermen's Association. This man was one of the 39 Evacuee members of this association whose shares of the funds which the Custodian handled were paid to the Association's lawyers, Messrs. Norris & MacLennan.

This man reported a \$50.00 Victory Bond and five \$5.00 War Savings Certificates in his own possession. These did not come under the control of this office.

From the account of this man we paid two claims in the total amount of \$29.91. A total amount of \$616.51 was remitted to this man from June, 1943 to November, 1944, to augment maintenance received from the B.C. Security Commission.

This file reveals no other property of any kind.

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

J. MacLennan

April 24, 1946.

/MM

SUMMARY TAKEN FROM VESSELS RECORDS

Date: August 24, 1944

Name: SHIMIZU, Kuroku

Reg. No, 12112

File: 1464

Boat File No.: CUSTODIAN 1464

Name of Vessel: "Miss Ucluelet" 31.5' x 8.4' x 5' (1930) Vivian 16 HP (1930)

Lic. or Reg. No.: Victoria 156, 476

Naval No.: None

Owner's Valuation: \$2,200.00

JFVDC Valuation: 748.00 Survey # 578 NW

Custodian Valuation: 450.00

Date of Sale: November 27, 1942

Purchaser: Marko CARR

Signature on Sales Papers: Custodian

Selling Price: \$748.00

Paid to ~~JFVDC~~ Custodian: 748.00

Supervision Costs: 101.50

Balance due Owner: 646.42

Paid to: Cr. Account of Kuroku SHIMIZU

Location of Boat at Sale: Coal Harbour (ex New Westminster)

Claims Against Canadian Govt.:

Claim #505 - Marko Carr - \$49.25 (Unpaid) Paid April 10, 1945
Ref # 6533
Jm

Additional Information:

Jm
April 24, 1946

CLAIM STATEMENT

File 1461.

Kiuroku SHIMIZU

Reg. No. 12112.

2/3/1945

Union Fish Co. Ltd., Vancouver

\$ 68.65

6/7/1943

Tsunetaro KOYAMA, File 3929

\$100.00

*Confirmed
28/10/45
J*

E. & O. E.

21st September, 1945.

[Signature]

MB/P.

17th June 1942.

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

Attention Mr. C. L. DREWY.

Dear Sir:

re: Kiuroku Shimizu. Registration No. 12112.
My File No. 31.

In accordance with your instructions I have investigated and taken control of the property of the above man as recorded on his registration form as follows:

Real Property:

"None."

Buildings:

"Eight-room frame house built on Company's (and Nootka Bamfield Packing Co., Ucluelet, B. C.) land."

Personal Property:

"24' x 51' boat house at Ucluelet Bay, B. C."

In connection therewith I have to report as follows:

Location:

At Port Albion, B. C., which is about half a mile across the Inlet from the village of Ucluelet, B. C., on the West Coast of Vancouver Island, B. C.

Real Property:

Building:

The building to which this registration form refers is erected on land belonging to Bamfield Packing Co. Ltd. The solicitors to the Company - Messrs. Lawson, Clark and Lundell, Vancouver, B. C. - acted for the Company in making a settlement for \$200.00 on behalf of Shimizu.

Real Property:

Building: (continued)

Following my inspection of the property in May last and after discussing the matter with the accountant of the Nootka-Banfield Packing Co. Ltd. at Port Albion, I sent you a special report and recommended that \$200.00 cash be accepted in settlement of the offer set out in Messrs. Lawson, Clark and Lundell's letter to you under date of 13th April 1942. I attach a copy of a letter from the solicitors, which sets out the position as at 1st June 1942.

Personal Property:

None are recorded as being on the premises at Port Albion, B. C.

Liabilities:

According to a letter on file, which I hold, this Japanese owed The Union Fish Co. Ltd. \$60.00 for groceries and provisions sent to him.

Recommendations:

I recommend:

1. That a settlement be made for \$200.00 as proposed in the letter from Messrs. Lawson, Clark and Lundell, Vancouver, B. C., referred to above.

Yours faithfully,

H. G. Hinton

HGH:LMS

Enclosure:

Copy of letter from Messrs. Lawson, Clark & Lundell.

Standard Bank Building,

VANCOUVER, B. C.,

June 1st, 1942.

Harold G. Hinton, Esq.,
c/o George A. Touche & Co.,
Bank of Toronto Building,
VICTORIA, B. C.

Dear Sir:

re: Kiuroku Shimizu. Registration No. 12112.
File No. 31.

We have your letter of the 29th May.

Our client, Benfield Packing Company Limited, agreed with Shimizu some time ago to purchase a dwelling house and a boat house situate on land owned by the Company, and also Shimizu's interest in a new dwelling house which is in the course of construction with materials furnished by the Company, for a total purchase price of \$200.00.

This matter was then referred to the Custodian of Enemy Property by letter from our firm dated 13th April 1942 and on the 14th April we received a letter in reply advising that the case had been passed on to you for a report. Since that time we have had no further word from the Custodian's office here and we presume that he is waiting for a report from you. No doubt the Custodian's office here will be ready to complete the matter as soon as they receive your report.

Yours very truly,

LAWSON CLARK & LUNDELL,

Per: (Signed) O. F. Lundell

OFL:MS.

Lawson, Clark & Lundell

Barristers, Solicitors, Etc.

James H. Lawson, M. George L. Clark

John F. Lundell

TELEPHONE MARINE 8335

CABLE ADDRESS "LAWCLA"

Standard Bank Bldg.

Vancouver, B.C.

April 13th, 1942.

The Custodian of Japanese Property,
506 Royal Bank Building,
Vancouver, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
APR 13 1942

Dear Sir:

Attention Mr. C.L. Drewry

Mr. Shamizu?
Shimizu?
We act for Banfield Packing Company Limited, which owns a cannery at Ucluelet, B.C. The Company is willing to purchase from K. Shamizu, fisherman, formerly of Ucluelet and now located at Hastings Park, a dwelling house and boat house situate on land owned by the Company and also Shamizu's interest in a new dwelling house which is in the course of construction with materials being furnished by the Company, the whole purchase price to be \$200.00 cash. Mr. Shamizu is willing to sell at that figure and has so informed the Banfield Packing Company Limited verbally.

We shall be glad if you will give your approval to this transaction, in which case we understand that it will be in order for us to have Mr. Shamizu sign a bill of sale to the Company and then to forward the purchase price to you.

Yours very truly,

LAWSON, CLARK & LUNDELL,

OFL/MS.

PER: *[Signature]*

OFFICE OF THE CUSTOMS
JAPANESE SECTION

RECEIVED
MAY 18 1942

Ucluelet. B.C.
13th May 1942.

C. L. Drewry Esq.,
Vancouver. B.C.

Re Kiuroka Shimizu.

Your File #1464
My File #31

Dear Mr Drewry:

Referring to your letter of 14th April 1942 and 8th May 1942 from what I can gather at the office of the Bamfield Packing Co. Ltd across the channel from here that in the first place the Japanese originally had only squatters' rights but lately occupied the property under leases which had expired by "Formal notice to quit"

The \$200.00 offered by the company for the 8 room frame house built on the company's land merely represents the company's compensation to the Japfor his labour as the company supplied the lumber and material.

I would recommend that \$200.00 cash be accepted in settlement along the lines set out in Lawson, Clark and Lundell's letter to you under date of 13th April 1942.

Yours sincerely

H. H. Hinton

P.S. We are working under primitive conditions up here and have run into more than our share of snags. There are eight different localities which are only accessible by row boat or launch and to get there and return has taken a lot of time. To add to our difficulties, a letter I addressed to my assistant, Mr Edwards, went astray at the Post Office and as this contained instructions which were important, the fault of the post office has added to the time and expense. We have been ~~able~~ able, however, to recover and put into storage over \$1,000.00 of fishing gear (gurdies etc) which the Navy is most anxious to obtain. This stuff was out in the open and was collected by Mr Edwards at Bamfield.

There are eleven houses at Hakoda Bay with nobody to look after them. They are all boarded up but as the place is isolated anybody could break through. I have asked the air force to keep an eye on the settlement. There is a guard boat which anchors in the Bay during the day and this will afford some protection. I cannot get anyone to stay there although it is a delightful spot and some of the houses are not too bad. There is an Indian Village just round the point and this may be the reason.

H. H. Hinton

1464

June 2nd, 1942.

Messrs. Lawson, Clark &
Lundell,
Barristers, &c.,
510 West Hastings Street,
Vancouver, B. C.

Dear Sirs:-

re SHIMIZU, Kiuroku

We regret the delay in bringing the matter of your offer of \$200.00 on behalf of Banfield Packing Company to a conclusion. We have, however, only recently received a report from our investigating agent Mr. Hinton. In your letter of April 13th you state that Mr. Shimizu is willing to sell the dwelling and boat house and has so informed the Banfield Packing Company. This will be confirmed, as far as our files are concerned, if we are provided with a signed copy of the bill of sale and we will have no objection to this transaction being completed.

Will you, therefore, kindly let us have your cheque for \$200.00 and a copy of the bill of sale and this deal can then be closed.

Yours truly,

FGS:EB.

R.P.Alexander
Assistant Manager

Lawson, Clark & Lundell

Barristers, Solicitors, Etc.

James M. Lawson, M. George L. Clark

Oscar F. Lundell

TELEPHONE MARINE 8338

CABLE ADDRESS "LAWCLA"

Standard Bank Bldg.

Vancouver, B.C.

June 17th, 1942.

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

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUN 18 1942

Dear Sir: Your File 1464 - Shimizu Kiuroku

Shimizu called at our office by arrangement and when asked to execute the Bill of Sale took the position that he had not agreed to sell his interest in the house which he was building with material supplied by the Benfield Packing Company Limited.

Our clients are definite in their instructions that this property was included in the sale.

There appears therefore nothing further that can be done in this matter.

Yours very truly,

LAWSON, CLARK & LUNDELL,

PER:

G. K. Munroe

OFL/MS.

EXPENSE

CLAIM

Nov. 22, 1944

FILE: 1464

CREDITOR: Kuroku SHIMIZ U, 12112

DEBTOR: Canadian Government

AMOUNT: \$12.25

Expenses incurred in connection with the seizure and removal from Barclay Sound to Fraser River of the M/V "MISS UCLUELET".

Jm

Recd - 10/4/1945

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

File 1464

RELEASE AND DISCHARGE

FISHING VESSEL "MISS UCLUELET"

REG. or LIC. No.: Victoria 156476

NAVAL No.: None

CLAIM PAYABLE TO:

Marko CARR

CLAIM No.: 505-C

Owner at Time of Impounding:

Kuroku SHIMIZU, #12112

File 1464

Present Owner:

Marko Carr

This vessel was sold to Marko Carr by the Secretary of State of Canada acting as Custodian as vested owner of the interest of Kuroku SHIMIZU on November 27, 1942, and, as a condition of sale, all interest in claim for the loss and/or damage referred to herein was assigned to the purchaser.

While in the custody of the Royal Canadian Navy, this vessel suffered loss to the value of \$49.25, as assessed by the surveyor of Naval Service, which sum is approved by the undersigned and accepted as adequate compensation.

In consideration of the payment of the sum of FORTY-NINE DOLLARS AND TWENTY-FIVE CENTS ----- (\$ 49.25)

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

Official or License No. **156476** DO HEREBY RELEASE and forever discharge His Majesty the King, as represented by Royal Canadian Naval Service or any patrol or auxiliary service, acting through or under the authority of Royal Canadian Naval Service, and all boards, commissions or departments of His Majesty's Canadian Government of and from claims which we may now have or which hereafter may arise and which now could or at any time hereafter be made in consequence of damage sustained or any alleged damage sustained, to the above-named motor vessel while in custody of His Majesty's Royal Canadian Naval Service or any auxiliary patrols, commissions, boards or departments hereinbefore named.

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

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

DATED at Vancouver, British Columbia, this **10** day of **April** 19**45**

WITNESS:

*W. J. Jacobs
2456 Hastings St.
Vancouver B.C.*

A Notary Public in and for
the Province of British Columbia

Marko Carr

Long Creek,
Alaska, P.E.
Dec. 29th, 1945.

R. G. Bell, Esq.,
Office of the Canadian
Administration Dept.,
Vancouver, P.E.

EVACUATION SECTION	
Rec'd...	JAN 11 1946
File No.	1461
Ans.	Bell
Referred	

sent to you

Dear Sir:

Re: File # 1461

Re: Your letter of Nov. 29th, 1945.

I am in receipt of your letter of the 29th relating to the subject of the outstanding debts.

Regarding this matter, I suggested a solution in my letter of Oct. 25/45 to which you informed me that it is not practicable. According to your records, I do not own any real property in the protected areas of P.E.

In connection with this matter, you referred to your letter of July 7, 1944, of which content was said to have been confirmed by the officials of the Hooten - Hamfield Packing Co. Ltd.

In regards to this claim of the above mentioned Co., I am annoyed and disgusted and their action is beyond my consideration. The properties at

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Port Alberni, V. C. is my most
prized possession and the fruit of my long
arduous struggle and hardship. Under
these facts, whatever the N. B. C. Pky. Co.
Ltd. had claimed and informed you, I
do not confirm it nor approve of its action.
In regards to this matter, I have the
strong confidence and fact that the
properties are legally and rightfully mine.

In this letter, I am informing you
the detailed facts in regards to this matter
between the Co. and myself, and also,
I am consulting you for a suggestion,
as to the best solution to settle the matter.
In view of the following circumstance
I request your consideration.

My history at V. C. is as follows:
as far back as the year 1918, when I went
for the first time and settled there. At that
time, the land was owned by a person
residing at Victoria, B.C. The agent
for this landowner then, was Mr. R.
Johnson, who was also J. P. of the district
and at present residing in N. Vancouver.
I consulted the agent about buying a
lot, however, he advised me that I
either buy the whole land (I recall
it had 80 acres) for \$10,000 or else the

owner would not sell late since. I could not acquire it, I rented a piece of land of 100 ft. along the waterfront at \$6.00 a month. In November, that same year, I built a 51' x 24' boathouse, and along by this, I built a 20' x 38' home with a 4 ft. wide veranda surrounding it. I had been engaged in salmon trading in summer and in winter working in my boathouse. Since then, I had been leading a satisfactory and peaceful living with my family. Time had elapsed and in 1927, the N. B. & C. Pkg. Co. Ltd. built and started operation of a Reduction Plant near my home. However, things did not change very much until 1929 when the Co. built a Cannery, and in between the latter and my home, they built a big building for their office and store. The Co. then wanted to insure this building against fire, and they further informed me that they were of the intention to build a shipyard at the place where my boathouse was standing. Thus, the Co. was expanding its operation. They wanted me to move my home for this reason. Under this circumstance,

I consulted the General Manager of the Leo.
Mr. Joe Lyons and the agreement was made.
Under this agreement, I was to give my
home to the Leo. and they would use it
as a bunkhouse on their own accord. In
exchange the Leo. was to provide material
for my new home which was later
built on the Leo.'s land where it was clear
off the way of their expansion. Further,
I was to build it with my own labor
and the interest in my new home was
naturally and legally, the property of myself.
This was understood. The manager accepted
and agreed to this and gave his O.K. The
material was then brought over on the
Leo.'s vessel and with the assistance of my
sons I unloaded it. The site of my home
was picked out by the Leo. foreman, and
as it was an uncleared spot, it took
me one and a half months to clear the
land of stumps & shrubs. Then the work
on my new home started. It was a
● 36' x 54', 2 story building with 5 rooms
on the main floor and 3 at the top.
It was nearly almost completed when
we were compelled to evacuate in the 19th
of March 1942, whereby, I was sent to
Hasting Park along with my family.

the next day.

As regards to my boathouse, the les. started having it. while I was still there and offered me to pay rent for it. Instead of accepting rent, I advised them that they may use and take care of it until I return. As for my new home, they also offered to pay rent for using it, but instead, I permitted them to use and take care of it as above.

On Vancouver, the les. asked me to sell my home for \$200. For this matter, I visited their office in the Yorkshire Bldg. with Mr. T. Ide who held an office at 23 Ponce St. In regard to the above offer, I had negotiated, but the manager would not yield his original offer of a meagre \$200. It was too little an offer to give it another thought. My labour alone would by far exceed that sum and I flatly declined his offer. He said he is unable to offer any more than that sum since his superior, Mr. Rosenberg, the Head Manager was out of town on account of his business. Under this circumstance there was nothing further, I closed as in the negotiation. On asking Mr. Lysons that he talk the matter over

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with the Head Manager, we left the office.
I had positively no intention to sell
my house for a measly 200 and I decided
to let the matter stand.

On 6/17/42 in Hastings Park, I received
notice that the lawyers for the Les. Messrs.
Hansen, Clark & Lundell at the Standard Bank Bldg.
wanted to see me. For this purpose, I was
arranged a special pass from Hastings Park.
On arrival at their office, I was asked
to sign the Bill of Sale covering the trans-
action of my properties. However, I had
never at any time promised nor had any
intention to sell as that offer. It was
ridiculous and their action was beyond
my comprehension. It being very unplea-
sant I refused to sign, however, I advised
them that they may use it during my absence.
This being the fact, I did not receive
or accept any money for the above
properties nor did I accept any rent for it.
Since nothing further could be done
towards settlement of the matter, it was
left off here.

The situation between the Les. and
myself is under such circumstances as
mentioned and I again request your
consideration and solution to the matter.

The following is an itemized list of articles ^{which} I sold to the above les. before evacuation and which I am stating it for reference:

- 1 Army Saw. (4 H.P. Standard Engine).
- 1 Crosscut pile length 70 ft.
- 1 Ice Set. (Screw Plate) complete in hardwood case.
- 24 6" Boat clamps.
- 1 3' Horse clamp.
- 3 2' Clamp.
- 1 Pump Jack
- 2 Screw Jacks.
- 1 Heavy.
- 1 Handie Winch
- 1 Boat Carriage
- 1 Sheep Hammer
- 2 Wedges
- 4 gal Prim's Oil.
- 1 - 14 Plate Storage Battery (Practically New).
- House Paint (Exterior) value \$4.00
- 1 of each of Shovel Mattock, hoe,
- Double Axe, single axe.
- 1 Singer Sewing Machine.
- 1 Oak. Glo. Heater Stone.
- 1 Good Cheer Kitchen Range.
- 2 Double Beds.
- 1 3/4 Bed.

- 7 chairs
- 1 sofa
- 2 tables
- 3 Gas lamps.

This is the list of articles I sold to the Leo. for a small sum of \$200 of which cash I received at the office of the Leo. at P. O. Union, N.C. I hereby state definitely that this amount was accepted for the above list of articles alone and it has nothing to do with my said properties whatever.

Besides this list of goods, I left some materials in my boat house viz. Manila ropes, Boat lumber sufficient to build a 15' x 4' rowboat, etc. As for these things I advised them that they may use if necessary, however, on my return they were to give it back to me.

I had never thought that the Leo. would claim ownership of my properties in such a manner. I am annoyed about the fact that the Leo. had taken advantage of our evacuation and absence, and further, arrange things at their own accord, such as claiming ownership of my properties. I hereby deny their claim.

It is my intention and desire to adhere to my right as legal owner of the properties.

I will appreciate it very much if
you will give your early and
utmost consideration on the matter.
Thanking you. I remain

Yours truly,

K. Shimizu

* Kuroku Shimizu
J. Leg. #12112

Norris & MacLennan

BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.

J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"

VANCOUVER, CANADA

TELEPHONE: PACIFIC 8854

EVACUATION SECTION	
Date	FEB 12 1946
File No.	1464
Ans.	Bell
Referred	<i>Over to you</i>

BANK OF NOVA SCOTIA BUILDING
602 HASTING ST. WEST

VANCOUVER, B. C.

February 11th, 1946.

The Custodian,
Administration Dept.,
Royal Bank Bldg.,
Vancouver, B.C.

Attention Mr. Bell

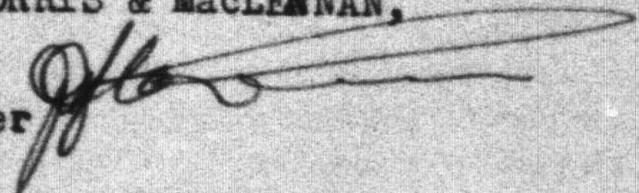
Dear Sir: re K. Shimizu Registration No. 12112,
Your File 1464 and
re Nootka-Bamfield Packing Co. Ltd.

We have been consulted by Mr. Kiuroku Shimizu in connection with his house and boathouse, apparently erected on the premises of Nootka-Bamfield Packing Co. Ltd. He has forwarded us a copy of his letter to you of December 29th, 1945 and it appears to us that he has a real claim against this Company for compensation for the use of his house and payment for the house if the Company intends to use it permanently. Apparently, the Nootka-Bamfield Packing Co. Ltd. recognize that responsibility when they offered him \$200.00 for his house.

We would appreciate it if you would advise us what the situation is now and whether the Company is prepared to pay Mr. Shimizu the sum of \$1,300.00, which is the value of the new house and the sum of \$300.00 which is the value of the boathouse. We would appreciate having copies of your correspondence with the Nootka-Bamfield Packing Co. Ltd. in this connection and also your letters to Mr. Shimizu if indeed you have replied to his letter of December 29th.

Your attention to this, by return, would be appreciated.

Yours truly,
NORRIS & MACLENNAN,

per 

JAM/CW

February 13th, 1946.

Messrs. Morris & MacLennan,
Barristers and Solicitors,
Bank of Nova Scotia Building,
602 Hastings Street West,
Vancouver, B. C.

Dear Sirs:

Re: Kiuroku SHIMIZU - Reg. No. 12112.

We are in receipt of your letter of the 11th instant and note that the above Evacuee has consulted you on the subject of his dealings with the Nootka-Banfield Packing Co. Ltd., regarding certain buildings at Port Albion, Ucluelet Inlet, B. C.

Pressure of work connected with prospective repatriates has prevented us replying to Mr. Shimizu's last letter on this subject but we wrote him on the 29th November and enclose copy of this letter, and that of the 7th July, 1944, referred to therein.

We would also add that on the 26th March, 1942, Kiuroku SHIMIZU declared ownership of "Eight-room frame house built on company's land (Nootka Banfield Packing Co., Ucluelet, B. C.)" and on the 4th April, 1942, this office wrote the Company as follows:

"I am informed by Mr. Kiuroku Shimizu, an evacuated Japanese, that he is the owner of an eight-room frame house built on land owned by your company.

"If this is so, will you please confirm stating the terms of his occupancy."

to which the Company replied on the 13th April through Messrs. Lawson, Clark & Lundell, as follows:

"We act for Banfield Packing Company Limited, which owns a cannery at Ucluelet, B. C. The Company is willing to purchase from K. Shimizu, fisherman, formerly of Ucluelet and now located at Hastings Park, a dwelling house and boat house situate on land owned by the Company and also Shimizu's interest in a new dwelling house which is in the course of construction with materials being furnished by the Company, the whole purchase price to be \$200.00 cash. Mr. Shimizu is willing to sell at that figure and has so informed the Banfield Packing Company Limited verbally.

(Over)

February 13th, 1946.

"We shall be glad if you will give your approval to this transaction, in which case we understand that it will be in order for us to have Mr. Shimizu sign a bill of sale to the Company and then to forward the purchase price to you."

On the 17th June, 1942, Messrs. Lawson, Clark & Lundell wrote again as follows:

"Shimizu called at our office by arrangement and when asked to execute the Bill of Sale took the position that he had not agreed to sell his interest in the house which he was building with material supplied by the Banfield Packing Company Limited.

"Our clients are definite in their instructions that this property was included in the sale.

"There appears therefore nothing further that can be done in this matter."

We shall be glad to supply you with any further information we have on this file that would be of assistance to you.

Yours very truly,

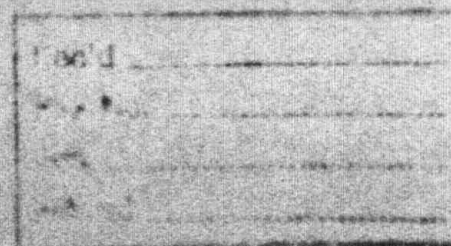
R. G. Bell,
Administration Department.

RGB/P.
Encl. 2.

Norris & MacLennan

BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C. - J. A. MACLENNAN, LL.B.



BANK OF NOVA SCOTIA BUILDING
802 HASTINGS STREET WEST

Vancouver, B.C.

TELEPHONE PACIFIC 5254

CABLE ADDRESS: "NORRIS"
VANCOUVER, CANADA

August 14, 1946.

The Custodian,
Royal Bank Bldg.,
Hastings & Granville Sts.,
Vancouver, B.C.

Attention Mr. Shears

Dear Sir: re Kiuroku Shimizu - Registration No.
12112 - formerly of Lemon Creek, B.C.
Your File 1464

We have had some correspondence, in connection with this matter, with your Mr. Bell of the Administration Department but are addressing this for the attention of Mr. Shears because of subsequent telephone conversations we have had with him.

Mr. Shimizu has authorized us to make any settlement we could with the Banfield Packing Company Limited and we have now settled the claim for \$600.00 which we received from Messrs. Lawson & Lundell, on condition that we provide a satisfactory Quit Claim Deed whereby Shimizu will release them from further claims arising from the buildings in question.

We are enclose, herewith, for your information, copies of letters from Mr. Shimizu to our firm, dated April 15, July 3 and June 13, 1946, together with copy of our letter to Mr. Shimizu of June 8th, 1946.

We are also enclosing, herewith, in duplicate, Quit Claim Deed which we would ask you kindly to have executed by the Secretary of State of Canada in order that we may deal with the \$400.00 which is now in our Trust Account.

Yours truly,

NORRIS & MacLENNAN,

per 

JAM/CW
Encls.

Lemon Creek,
Slocan, B.C.,
April 15, 1946.

Norris & MacLennan,
311 Bank of Nova Scotia Bldg.,
Vancouver, B.C.

Dear Sirs:

I am writing to express my regret for delaying the reply that it should be done as quickly as I possibly can in reference to your letter of April 4th.

In fact I was absent on a journey to my friend being dispersed to eastern Canada when your letter arrived.

Now, in regard to your question I state hereunder.

I have reported to the Custodian's office for \$1300.00 as my minimum house value on the basis of following particulars that house materials cost at least \$800.00 (estimated by the manager of the Company) but in general, carpenters wages used to be appraised as 30 percent of materials and in my case the house was 80 percent upon completion. Therefore \$500.00 comes as a result, but as I had no intention of selling off the house at that time, the value of my labour was not minute, for instance the following particulars has not been counted:

1. Clearing the bush for construction.
2. Transportation of materials.
- Etc.

By reason of above mentioned strictly speaking the estimation of \$1300.00 is rather small.

As I leave this matter entirely at your discretion please continue your favours toward me.

Yours truly,

"KIUROKU SHIMIZU"

Lemon Creek,
Slocan, B.C.,
June 18, 1946.

Norris & MacLennan,
Bank of Nova Scotia Bldg.,
Vancouver, B.C.

Dear Sirs:-

In accordance with your letter of
June 8th, I herein reply as follows.

I have fully understood the purport
of your letter and I am very regrettable
that I have to concede considerable claims
at the point of view of Law, but there
is no alternative for it, so I leave the
matter entirely to you so that you may
dispose it at your best will.

Thank you.

Yours truly,

"KIUROKU SHIMIZU"

Lemon Creek,
Slocan, B.C.,
July 3, 1946.

Norris & McLennan,
311 Bank of Nova Scotia Bldg.,
Vancouver, B.C.

Dear Sir:-

We have been living up to government's preconceived plan and the repatriation upon us is to be near. Well, I have been paying much regard to my case and through the good offices of you I should think the finale is already in your hand. (I have volunteered to sail on the third boat)

Under such assumption as my position is above the same, I would like to request that you shall have good reward of my case from the claim and the balance be forwarded to me at your first convenience because of past 4 years of detention camp life, I have exhausted all my pocket money so I am in need of some cash at present as preparation for resettlement.

For your information in regard to the Custodian at first, my debt has been recorded as \$160.00 for 2 claims, but one claim of \$100.00 has been paid up already and there is a credit of \$12.00 (in Custodian) from the Canadian Navy and so the balance is \$48.00 accordingly and this will be bargained between the parties concerned.

Yours truly,

"KIUROKU SHIMIZU"

June 8th, 1946.

Kiuroku Shimizu, Esq.,
Lemon Creek,
S. Ocean, B.C.

Dear Sir: re Nootka-Banfield Packing Co. Ltd.,
and Kiuroku Shimizu

Further to our correspondence herein we have written to Messrs. Lawson & Lundell demanding settlement in this matter on your behalf and they have replied that the property is now owned by the Canadian Fishing Company Limited and have sent that Company a copy of our letter for their reply. We have not heard from the Canadian Fishing Company Limited and it is apparent that they are not prepared to recognize your claim.

It does seem to us that you would have considerable difficulty in establishing your claim in a Court of Law. We feel that you will not succeed in receiving any monies apart from the original offer which was made to settle the matter for \$200.00. If you like we can try to settle for somewhere in the neighborhood of \$300.00 or \$400.00 with a possibility of succeeding but we do not think you will be able to recover \$1,300.00.

You might let us have your final instructions in this connection.

Yours truly,

NORRIS & MacLENNAN,

per "J. A. MacLENNAN"

JAM/CW

Form CT-JAP-9
Rev. 1973

1464/12112

DOMINION OF CANADA
DEPARTMENT OF FINANCE

No 1058

Issued at London Creek, B.C.

Date August 30th, 1946.

The Government of Canada acknowledges that SHIMIZU, Kinoshita
has surrendered property situated in Canada as described herein and agrees to remit the yen equivalent of the net proceeds
of such property immediately, or upon liquidation if such action is required, to Japan under arrangements made with,
and approved by, the United States Government and the Military Authorities in Japan; Provided that from the proceeds
of such property there shall be retained such amounts as are required to repay advances made by the Government of Ca-
nada by way of Repatriation Grant.

War Savings Certificates

NOT \$0.00
20 \$10.00

16 War Savings Stamps

NIL

[Signature]
For Comptroller of the Treasury

137

Lemon Creek 7.

G2657-A

1464.

DEPOSIT FORM

Reg. No. 1242 NAME: SHIMIZU Kiuroku
(please print) Surname Given Name

Cheques (must be certified)		Cash	Dollars	Cents
List Bank Name and Branch	Amount	X 1		
		X 2		
		X 5		
		X 10		
		X 20		
		X 50		
		X 100		
		Total Bills		
		Silver		
		Copper		
		Total Cheques		
Total Cheques		Total Amount		
		Teller's Initials		

Herewith monies as shown above.

I wish to take all of these funds with me to Japan, plus \$ NIL
now on deposit with the Custodian. Yes: _____ No: _____

I wish to take with me only the amount of the Government Guarantee
Yes _____ No _____

Date: _____, 1946

Signature

OR

I have no money to turn in.

Date: Aug 30th, 1946

K Shimizu
Signature

C.T. JAP.2 - WORKSHEET

G-673

The following have been turned in by SHIMIZU KIYOKU Reg. No. 12112
for which C.T. Jap.2 is to be issued. C.T. Jap.2 issued . . 1058

Available for immediate
transfer on C.T. Jap. 1

To be Negotiated
by Custodian

hit.

War Sav Bonds

*5 @ 5.00
2 @ 10.00*

16 War Sav Bonds

4 xup

6 of 1. # 2350, \$ 400.00

2m.
711 Stock Exchange Bldg.,
475 Howe Street,
Vancouver, B.C.,
Nov. 20/46

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

TREASURY DEPT. CLAIM \$ 400

Dear Sir:

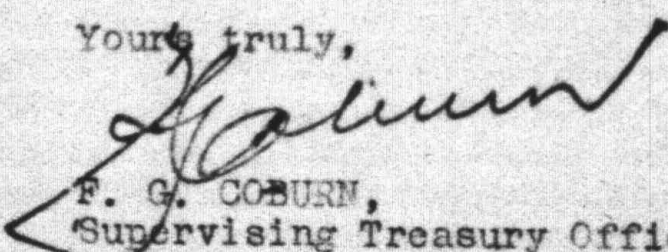
Re: SHIMIZU, Kiuroki #12112

Please note that the above has been repatriated to Japan. At the time of repatriation, the following transactions took place:

Cash turned in - - - - -	\$ Nil
Draft Issued - - - - -	\$ 400.00

It will be seen that this Japanese is indebted to the Department on account of repatriation in the amount of \$ 400.00. Therefore should you receive further funds on this account such funds should be turned into this office. It will be applied first to recoup the expenditure made and, second, if there is any surplus such surplus will be remitted to Japan for the account of the Japanese in question.

Yours truly,


F. G. COBURN,
Supervising Treasury Officer.

FGC/EJ.

711 Stock Exchange Bldg.,
475 Howe Street,
Vancouver, B.C.,
March 5th, 1947.

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

TREASURY DEPT. CLAIM \$ 353⁹/₁₀

Dear Sir:

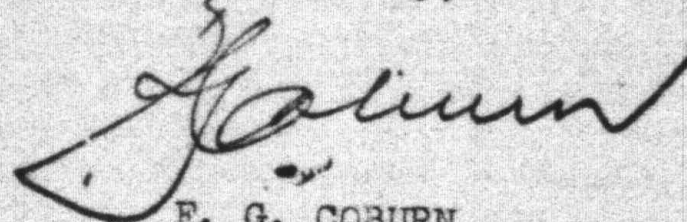
1464

Re: SHIMIZU, Kinroku #12112

This will acknowledge the sum of \$ 44.31
received from you on account of the above mentioned which
has been accounted for by this office in the proper manner.

There has been no No.2 Receipt issued in
this instance.

Yours truly,



F. G. COBURN,
Supervising Treasury Officer.

FGC/EJ.