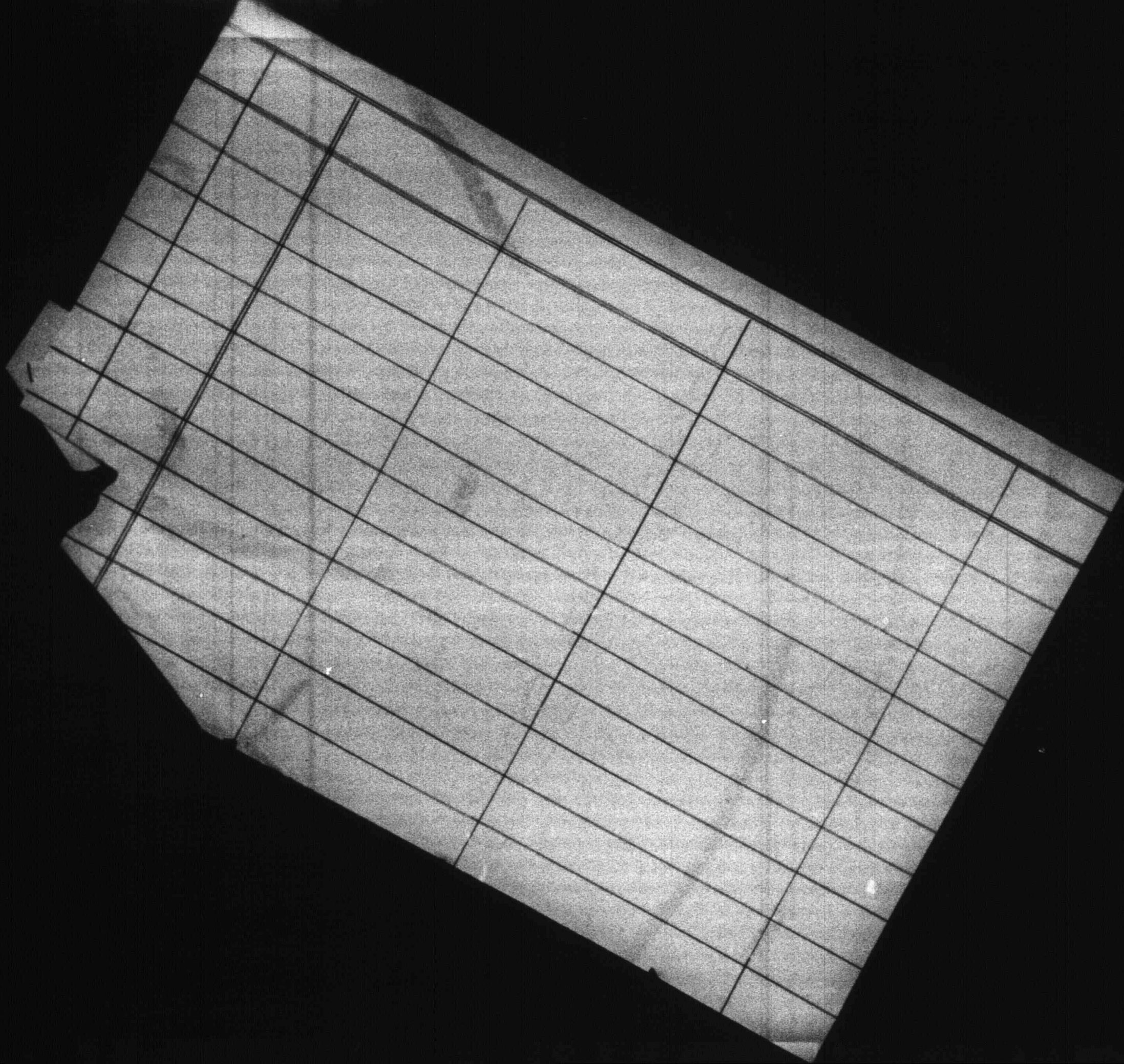


1763



BUREAU HASTINGS PARK
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO. 1763

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: YADA Goroemon

HOME ADDRESS 701 E. 4th St., Vancouver, B.C. (1149 Semlin Dr. Vancouver, B.C.)

REGISTRATION NUMBER 06093 SEX: M AGE: 29

OCCUPATION: Storekeeper-Grocer.

(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: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Kimi file 5265 no details

ADDRESS OF WIFE OR HUSBAND: 1149 Semlin Dr., Vancouver, B. C.

NAMES OF ANY LIVING CHILDREN: None

EXHIBIT NO. 5-5-18

DATE 9 Feb. 1948

FILED BY J. W. Hunter

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: 2 lots at 701 4th St. East, North Vancouver, B.C.

1 lot at 23rd & Lonsdale Ave., North Vancouver, B. C.

Both residential blocks, all cleared. Declarant came unprepared and therefore is not able to furnish full information offhand. He has promised to furnish official definitions at the earliest possible moment.

2. BUILDINGS AND OTHER IMPROVEMENTS: On the 2 lots at 701 4th St. East, N. Vanc.: one house and store under 1 roof, wood frame bungalow. Living quarters 8 rooms; store, one large room and one stock room.

3. INSURANCE (Give particulars; state where policies are) Pacific Coast Fire Insurance Co.: Fire Insurance on the above building \$5000.00. Premium about \$47.00 p.a., premium paid up to April 1943. Policy No. unknown, policy at home.

4. TAXES (Amount and where payable) \$130 p.a., 1942 tax paid. City of North Vancouver, B.C.

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

6. OCCUPANCY AND LEASES (If vacant so state) Yes. Declarant's lawyer, F. Drews Pratt, Bank of Nova Scotia Bldg., Vancouver, B.C. (602 W. Hastings St.), has entire charge of this.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In declarant's possession at 1149 Semlin Drive, Vancouver, B. C.
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: 1149 Semlin Dr., Vancouver, B. C. 6 roomed 2 storeyed dwelling house.
2. LANDLORD'S NAME AND ADDRESS: Mr. Y. Hirano, 1149 Semlin Dr., Vancouver, B. C.
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: Rent Free.
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:

At 701 E4th St., North Vancouver, B.C.: Furniture & household effects, including: one Hotpoint Electric Range, 1 Wood Range, 1 lg. Carpet covering 5 rooms, 3 beds, 3 pieces: Chesterfield suite, 1 Piano, kitchen utensils etc.

At Crone Storage, Beatty St., Vancouver, B. C.: 1 bedroom suite, 1 Singer Electric Sewing Machine, 6 boxes of Silverware.

Lent to Mr. J. Baird, 31st & McKenzie St., Vancouver, B. C.: 1 Frigidaire.

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: On the furniture etc., at 701 E 4th St.,
N. Vancouver, B.C.: \$1000.00 Fire Insurance, Pacific Coast Fire Ins. Co. Prem. \$8.00 p.a.
paid up to April 1943. Policy No. unknown. Policy at home.

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)

\$100 Victory Bond (1941) \$50 War Savings Certificates } In owner's possession.
\$ 50 Victory Bond (1942)

(\$10,000.00 Royal Bank of Canada, North Vancouver, B.C. Pass book--Y41.
\$ 2,000.00 Bank of Montreal, North Vancouver, B. C. Pass book--none.

8. BANK ACCOUNTS: \$10,000.00 Royal Bank of Canada, North Vancouver, B.C. Pass book--Y41.
\$ 2,000.00 Bank of Montreal, North Vancouver, B. C. Pass book--none.

9. LIFE INSURANCE \$5000 Sun Life Assnc. 20 yrs. End., Prem. \$242 p.a., arrears will be
paid up shortly. Beneficiary-father, Mr. S. Yada, in camp at Hope, B.C. Policy number
unknown, policy at home. - \$7000 Mfrs. Life Ins. Co., 25 yrs. End., prem \$207 p.a.
paid up to date. Beneficiary-father, Mr. S. Yada, in camp at Hope, B.C. Pol. no. unknown.

10. INTEREST IN ANY ESTATES OR TRUSTS. Policy at home.

None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS:

2. TRADE DEBTS:

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 7th day of April, 1942.

(Signature)

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

File No. 1763

Date Aug 3/43

Full Name YADA, Gorozaemon
(Surname in Block Letters)

Registration No. 06093

✓
Male - Female
(check)

Age Aug. 18, 1912

Former Address 701 E. 4th St., N. City

1149 Semlin Dr., City

Date Evacuated May 11/42

✓
Naturalized - Canadian-Born - National
(check)

Present Address Shalalth, B. C. Bridge River (4/10/46)

Tidewater, B.C. (RCMP Oct 14/47)

✓
Married - Single
(check)

nee
Name of Wife (HIRANO) Kimiya #07962

Name of Husband

Name of Mother TONOKAI, Tama (Dec'd)

Name of Father Satajira #06460

Names of Children under 16

Requested by E. C. T.

Registered with Custodian Yes
(Yes or No)

Additional Information

Storekeeper. Owner of store of above address

REAL PROPERTY SUMMARY

Catalogue No. 433

File No. 1763

Japanese Name: (Mr.) Gorosaeon YADA

Reg. No. 06093

Civic Address: Lonsdale and 23rd Avenue, North Vancouver, B. C.

Legal Description: City of North Vancouver, Lot 1, Subdivision "B", of
Lots 1 to 10, Block 215, District Lot 545, Group 1,
New Westminster District, Plan 1064.

Classification: Vacant Land (excavated for building).

-----S O L D-----

Registered in the name of: Gorosaeon YADA.

State of Title No. 63262-L Indef.: Clear.

Whereabouts of Title: In owner's possession (JP Form dated April 7, 1942.)

Registered Charges: Nil

Unregistered Charges: No evidence on file.

Vesting: In Custodian, Filing No. 35742 - February 13, 1943.

Valuation: \$775.00

Assessment: (1946). Land, \$1,100.00; Improvements, Nil.

Taxes: (1945) \$58.30.

Sold to: Standard Oil Company of British Columbia Limited, whose agents were
North Vancouver Realty (E. N. Copping) Limited, 143 Lonsdale Avenue, North Vancouver,
B. C. The Standard Oil Company address was given as Marine Building, Vancouver, B.C.
Property sold for the sum of \$850.00 cash. Date of Sale April 30, 1946.
Title No. 150461-L was forwarded to the Standard Oil Company of B.C., Ltd., Marine
Building, Vancouver, B. C., by registered mail with our letter dated July 8, 1946.

Funds derived from the above sale released to the credit of Gorosaeon YADA,
Registration No. 06093, File No. 1763, on May 30, 1946.

Sale approved by Advisory Committee: May 1, 1946.

Insurance: Nil

Chattels: Not involved.

ADMINISTRATION:

In his JP Form dated April 7, 1942, Mr. Yada declared owning one lot at
23rd and Lonsdale Ave., North Vancouver, B.C., the legal description of which is
as follows: City of North Vancouver, Lot 1, Subdivision "B",
of Lots 1 to 10, Block 215, District Lot 545,
Group 1, New Westminster District, Plan 1064.

P.T.O.

File No. 1763.

Catalogue No. 433.

The following Report dated June 4, 1942, was made by our Agent, Messrs. Irwin & Billings Co. Ltd., regarding this property:

"Legal Description: Lot One (1) of sub. "B" of Lots 1 to 10, Block 215, District Lot 545, City of North Vancouver, B.C. Area 64.5 x 139 feet. Owner-in-fee: Yada. Taxes for year 1942 (to Dec.31-42) \$67.86 — fully paid. Assessors Valuation of said Lot — \$1100.00

"Municipally owned lots in North Vancouver are sold at the price rate of one half of the Assessor's Valuation", thus showing the cost of said lot to Yada — \$550.00

IMPROVEMENTS on said Lot: No buildings. Excavation already made to hard-pan over the entire area — save a small strip on Western boundary, Large boulder on cent of lot broken in pieces but not removed. Wooden forms in place on the North and East side of lot — designed for moulds to hold concrete material for foundation. On the Western strip of this lot is a fabricated concrete form (about 10x15 feet) presumably intended as a floor for the mixing of cement, sand and gravel, for the proposed building.

GENERAL REMARKS: Estimated cost of the said excavation work and the placing of wooden forms — about \$1000.00. These improvements would be of little, if any value except for the very large building which was planned for — a business block. This portion of the City is mainly residential and therefore Yada's Lot has been made nearly valueless for residential purposes

This vacant property remained unoccupied until sold and, therefore, apart from payment of taxes, no other administration was necessary.

It was advertised in our Catalogue under No. 433, and although said Catalogue was widely distributed we only received two other offer to purchase, namely:
 (1) James Y. Lim, 701 E. 4th St., North Vancouver, B. C. — \$650.00
 (2) Henry Lord, 354 Tempe Crescent, North Vancouver, B.C. — \$775.00.

In a letter dated January 8, 1944, Mr. Yada wrote regarding this property in part, as follows:

"Re my property Lot 1; B.L. 10; D.L. 545; 23 & Lonsdale N.Van. I left this lot vacant, except we had in wooden forms ready to pour concrete in, around 1000 ft. of lumber was used. Mr. Beacham wrote telling me someone removed the forms, the party told him, he got permission from the Custodian, which he bought. Mr. Beacham knows the party."

We replied, in part, under date of January 13, 1944, as follows:

"The old lumber on your lot together with an old ^{shed} bed was sold for \$15.00 cash." Note: Reference to an "old bed" was incorrect. It was an "old shed." See letter dated July 5, 1943.

The above property was sold to the Standard Oil Company of B. C. Ltd., Marine Building, Vancouver, B. C., for the sum of \$850.00. This amount, less Real Estate Agent's Commission, \$42.50; charge for Valuation, \$5.00; Charge for Advertising \$4.00; Land Registry Office Fee, \$2.50; adjustment of taxes, \$19.01, was credited to Mr. Yada's account in our Office.

File No. 1761

Catalogue No. 433.

Certificate of Title No. 150461-L was forwarded to the purchaser by registered mail with our letter dated July 8, 1946.

Mr. Yada was forwarded particulars of this sale in letter dated October 5, 1946.

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

..........

December 29, 1947.
WJJ/HMS

REAL PROPERTY SUMMARY

Catalogue Nos. 434 and 435

File No. 1763.

Japanese Name: (Mr.) Gorozaemon YADA

Reg. No. 06093

Civic Address: 701 East 4th Street, North Vancouver, B. C.
(or 380 Queensbury Avenue)

Legal Description: Lots 1 and 2, Block 24, District Lot 273, Group 1,
New Westminster District, Plan 1063.

Classification: Store and rooms - Lot 1
Vacant Lot - Lot 2

----- S O L D -----

Registered in the name of: Gorozaemon YADA

State of Title No. 3971-L Indef.: Clear.

Whereabouts of Title: In owner's possession (JP Form dated April 7, 1942.)

Encumbrances: Nil

Unregistered Charges: No evidence on file.

Vesting in Custodian, Filing No. 35742 - February 15, 1943.

Valuation: \$5,000.00 to \$5,100.00.

Assessment: (1944). Land, \$1,100.00; Improvements, \$3,000.00. TOTAL: \$4,100.00.

Taxes: (1944) Lot 1 - \$107.50 (Improvements on Lot 1)
Lot 2 - 22.50
TOTAL \$130.00

Sold to: Mr. John Lim for the sum of \$5,200.00, cash, as at April 24, 1944.
Mr. Kim was stated to be a manager residing at 1749 Grant Street,
Vancouver, B. C., and his nationality was given as Canadian born
Chinese.

Title No. 103066-L was delivered to the purchaser Mr. John Lim personally
at our Office. His receipt dated June 23, 1944, is on file.

Sale approved by Advisory Committee: April 19, 1944.

Funds: Credit derived from the sale of this property was released to Gorozaemon YADA,
Registration No. 06093, account No. 1763.

Insurance: Transferred to purchaser.
Chattels: Not involved.

ADMINISTRATION:

Mr. Gorozaemon YADA declared in his JP Form dated April 7, 1942, owning the
following Real Property:

- "(1) 2 Lots at 701 4th St. East, North Vancouver, B.C.
- (2) 1 lot at 23rd & Lonsdale Ave., North Vancouver, B. C."

This summary deals only with real property at 701 East 4th Street, North
Vancouver, B. C., being Lots 1 & 2, Blk. 24, D.L. 273, Gp. 1, Plan 1063...with... one
house and store, under one roof, wood frame bungalow. Living quarters 8 rooms;
store one large room and one stock room.

P.T.O.

File No. 1761Catalogue Nos. 434 and 435.

(See additional Summary relating to Vacant Lot at 23rd and Lonsdale Avenue.)

Under "Occupancy and Leases" Mr. Yada stated his lawyer, F. Drewe Pratt, had entire charge of this, and we were subsequently advised that Mr. Pratt had a Power of Attorney from Mr. Yada.

Mr. Yada was Evacuated on May 11, 1942, but before his departure he leased the store for 5 years for \$60.00 monthly to Mr. Lin James Yuen and Mr. Fred Hunt and leased the living quarters for 2 years for \$30.00 monthly to the same parties. Signed copies of said Leases are on file. A schedule of household effects included in the \$30.00 rent is attached to respective Lease. One room was reserved for storage of personal effects. Date of Occupancy April 1, 1942.

Complete Reports regarding the above Real Property, signed by our Agent, Irwin and Billings Co. Ltd., are also on file.

Mr. Yada's Grocery business at the above address, including all stock of goods and merchandise, together with fixtures and equipment were sold to the above parties on April 1, 1942, for the sum of \$9,180.00 cash. Mr. Yada received these funds before Evacuation. Absolute Bill of Sale registered at Court House.

The above Lessees paid rents to Mr. Pratt who reported to us on our monthly Report Forms, enclosing cheque less fees and necessary expenditures. Revenues derived from rents were more than sufficient to cover carrying charges. Water Rates and Taxes were paid by us from Mr. Yada's account.

In a Report dated June 19, 1942, our Agent reported as follows:

1. Septic tank in a most unsanitary condition.
2. Store roof leaking in several places. Just a "rubberoid" covering which is not satisfactory for flat roof. Needed re-nailing and re-cementing in places.

The following is an extract from Mr. Yada's original letter dated May 22, 1943, to the tenant regarding repairs:

"About that roof Bill will you go ahead and get it fixed up. Will you phone up Mr. Marshall roofing Service 3540 - Fraser Ave., Fairmont 1022 for I think he knows the store and roof, he was over a couple of years ago, just get the house part and store done over, not the warehouse part for I think that is alright. I have written Mr. Pratt so you send the bill into him or take it of the rent, by the way just get the roof tar or gravel but get a good job done while you at it. That Septic tank needs fixing too so get that done too. If the rain has damage the wall paper in Fred room please get that fix up. If there anything else please write me Bill."

Repairs were made to the property and Mr. Pratt deducted charges from rents as shown in his August 1943, Rental statement, as follows:

Repairs to Septic Tank	\$40.00
Repairs to Roof	90.00
Repairs to Living room & kitchen	70.00
	<u>\$200.00</u>

Campbell and Pemberton's original tender, October 4, 1943, \$4,000.00 cash on behalf of Lessee. See letter dated February 7, 1944, regarding reason tenderer does

not think property worth the "asked price" of \$5,500.00. Campbell and Pemberton state property very much over valued in letter dated March 3, 1944. Letter dated March 14, 1944, states roof leaking very badly and recent redecoration has been entirely spoiled.

This property finally sold to one of the tenants, Mr. Lim, through Campbell and Pemberton for \$5,200.00.

In a letter dated April 27, 1944, Mr. Pratt wrote:

"I wish to place myself on record on behalf of Mr. Yada that he protests against this action on your part, and does not consent to same."

Also see letter dated May 19, 1944.

Certificate of Title No. 103066-L was delivered to the purchaser on June 23, 1944. Receipt on file.

A statement regarding the sale of his property and of his account with the Custodian were mailed to Mr. Yada on July 8, 1944.

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


.....

December 29, 1947.
WJJ/HMS

Peer
1763
Office of Irwin & Billings Co. Ltd.,
50 Lonsdale Ave., North Vancouver, B.C.
June 23rd, 1942

Mr. F. G. Shears,
Manager Administration Dept.,
Office of the Custodian, Japanese Evacuation
Vancouver, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

JUN 25 1942

RE: RENTAL OF JAPANESE PROPERTIES

Dear Sir:

Your File No. 162.

Japanese Owner's name: Corozasemon YADA, Reg.No.06093

Address of Property: 701 East 4th St. and 380 Queensbury Ave.,
North Vancouver, B. C. -- The two numbers on the one and
the same building.

Name of the Tenant: Lim James Yuen of 75 Pender St., Vancouver
and Fred Hunt c/o F. C. Park Co. of Lillooet, B.C.
These are the names which appear on the recorded "Absolute
Bill of Sale" which preceded the Rental arrangements.

Date of Occupancy: April 1st, 1942.

Amount of monthly rental: \$90.00

1. Assessment: Lot 1, Block 24, D. L. 273: Land \$650.00
Improvements (Buildings) 2850.00
Lot 2, Block 24, D.L. 273 Land 450.00

Total Assessment..... \$3950.00

Taxes for year 1942, on above property.... \$131.30 and Paid.

2. Assessment of Lot 1, sub. of Lot "B" of Lots 1 to 10, Block 215,
District Lot 545, also in City of North Vancouver
and situate at N. W. cor. Lonsdale & 23rd St
Land assessed at \$1100.00. No buildings.

Taxes on this last-mentioned property for 1942... \$67.86 and Paid.

SUMMARY OF ASSESSMENTS AND TAXES:

Item One (1) as above -- total Assessment.....	\$3950.00
Item Two (2) as above -- total assessment.....	1100.00
Aggregate assessment.....	\$5050.00
Taxes on property -- Item One (1) as above	\$131.30
do -- Item Two (2) as above.....	67.86
Taxes for 1942 and paid.....	\$199.16

PLEASE NOTE: We await your instructions as to taking charge
----- of collecting the above-mentioned Rent.

We are informed that, up to this date the rents have been
paid to Yada's Solicitor: Mr. F. D. Pratt, 602 West Hastings
St. Vancouver.

Faithfully yours, Irwin & Billings Co.

Per

W.J. Irwin

W.J. Irwin,
Director.

1763
Office of Irwin & Billings Co. Ltd.,
50 Lonsdale Ave., North Vancouver, B.C.
June 22nd, 1942

Mr. C. L. Drewery, Manager,
Office of the Custodian,
Japanese Evacuation Section,
Vancouver, B. C.

out → Shean
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUN 23 1942

Dear Sir:

Re. Korezemon YADA,
701 East 4th Street, North Vancouver, B.C.
Reg.No.06093

INVENTORY OF THE GOODS OF YADA, in storage at 701 East
4th Street (No 380 on the
Queensbury Ave. frontage) :--

BRIEF: Surplus furniture including kitchen utensils, books,
personal clothing and a miscellaneous assortment of accumulated
household goods -- all formerly used but not immediately needed in
the house or by Yada or family. This is only a rough or approximate
bulk inventory. The making of a complete or detailed inventory --
if required by the Custodian -- would require the work of a clerk
or assistant for one or two days, unpacking and re-crating the
several hundreds of small articles.

One four-piece Chesterfield Suite
One Bed -room Suite - including two chests of Drawers, one bed-stead
and two large mirrors. This suite is nearly new-only slightly
used -- exclusive of mattress, pillows and bed clothing.
Two Bed-room Suites, exclusive of mattresses, pillows, blankets and
other bed clothing. One bed spring only.
Two Book Cases with glass fronts.
One square dining room table,
One round dining room table,
Two small center tables,
One lamp stand,
Fifteen kitchen and dining room chairs,
Two small stands for use in living room,
One Sign-writer cabinet with rubber letters and sundry equipment
for use by a Store-keeper,
Two household trunks containing personal clothing.
One small electric heater,
Fifteen grocery store boxes, containing a miscellaneous assortment
of used household utensils -- loosely thrown in and box covers
not on or fastened.
Two boxes of used books and pamphlets.
Three boxes containing blankets, cushions, curtains and window
blinds, and sundry.
Also a miscellaneous assortment of household effects in the two
chests of drawers -- put away loosely. Also personal trinkets
of little value save to the owners.

All of the above-noted goods are stored or jumbled together,
as if placed there in a hurry, in a small room approximately
12x12 feet, thus adding to the amount of work necessary if a
detailed inventory were required. The key to this room is in the
custody of the Storekeeper -- the Lessee of the said premises of
which this room is a part.

Our W. J. Irwin, in the presence of and with the assistance of
Yada's Daughter, made this rough inventory on June 18th, 1942.

Faithfully yours,
Irwin & Billings Co. Ltd.,

Per

W. J. Irwin, Director.

W.J.I.

Shea
WH 1763

Office of Irwin & Billings Co. Ltd.,
North Vancouver, B. C. (50 Lonsdale Ave.,)
June 4th, 1942

Mr. C. L. Drewery, Manager,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg., Vancouver, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUN 5 1942

Dear Sir:

Re YADA Gorozaemon, of 701 East 4th St.,
Registration No. 06093. (Our Report No. 2.)

"BULK SALES ACT" -- Document recorded in the County Court Registry of
Office, as follows:-

Bill of Sale - Absolute, dated April 1st, 1942, Registry No. 51842
(B.S. 20-4-42) Grantor: YADA Gorozaemon to the Grantees: Lim James
Yuen of No. 75 East Pender St., Vanc'r, and Fred Hunt c/o F. C. Park
Co. of Lillooet, B.C., Merchant. Price paid \$9180.00.

GOODS AND CHATTELS CONVEYED: and situate at No. 701 East 4th St.
All the stock of goods and merchandise, including groceries,
confectioneries and other food products, together with fixtures
and equipment as follows:-

One Universal Electric Cooler, serial No. 215,
One Alex Gair Ice-Box -- 6 compartments,
One Toledo plaskon 18 lb. electric Scale, chart No. 21408 M.K.
One Dayton 16 lb. Scale, style No. 6570, serial No. 1164994,
One National Cash Register,
All Shelving, Store accessories, including knives, scoops
and sundry.

-- Search by W.J. Irwin, on June 1st, 1942
Cash disbursement 25¢

Report re Lot at N. W. cor. 23rd & Lonsdale Ave.,

Legal Description: Lot One (1) of sub. "B" of Lots 1 to 10,
Block 215, District Lot 545, City of North Vancouver, B.C.
Area 64.5 x 139 feet. Owner-in-fee: Yada.
Taxes for year 1942 (to Dec. 31-42) \$3- \$67.86 -- fully paid.
Assessor's Valuation of said Lot - \$1100.00

Municipally owned lots in North Vancouver are sold at the
price rate of "one-half of the Assessor's Valuation", thus showing
the cost of said lot to Yada - \$550.00

IMPROVEMENTS on said Lot:

----- No buildings. Excavation already made to hard-pan over the entire area -- save a small strip on Western boundary. Large boulder on center of lot broken in pieces but not removed. Wooden forms in place on the North and East side of lot -- designed for moulds to hold concrete material for foundation. On the Western strip of this lot is a fabricated concrete form (about 10x15 feet), presumably intended as a floor for the mixing of cement, sand and gravel, for the proposed building.

GENERAL REMARKS:

----- Estimated cost of the said excavation work and the placing of wooden forms -- about \$1000.00. These improvements would be of little, if any value except for the very large building which was planned for -- a business block. This portion of the City is mainly residential and therefore Yada's Lot has been made nearly valueless for residential purposes.

RECOMMENDATION:

----- It appears to us that Yada's interests would be best cared for by holding this property for his possible future use. Taxes could be easily paid out of the \$90.00 per month gross rental income of his property at No. 701 East 4th Street.

This, our Report, is respectfully submitted:

Faithfully yours,

Irwin & Billings Co. Ltd.,

Per

William J. Irwin
William J. Irwin, Director

Shear
1763

Office of Irwin & Billings Co. Ltd.,
50 Lonsdale Ave., North Vancouver, B. C.

Mr. C. L. Drewry, Manager,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg., Vancouver, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
MAY 22 1942

Dear Sir:

Re YADA Corozasemon
Registration No. 06093

Referring to your FORM "JP" of April 7th last, which was forwarded by you to our Company:

1. In view of your Statement (Clause 6 of said Form), that the Declarant's Lawyer, F. Drewe Pratt, has entire charge of this (the property of YADA), we are unable to understand in what respect, if any, we could be of practical service as to proper supervision and protection from loss or damage.
2. As we are not thus far entrusted with the collection of rentals the payment of taxes and the maintenance of Fire Insurance, in connection with the Declarant's property, and have no money on hand or forthcoming with which to pay any expenses of supervision or protection, we are without status either as Agent or Manager in those respects.
3. Today, we phoned Mr. Pratt (Yada's lawyer), offering to co-operate with him, subject to your approval, as local Agents in attending to the essential duties pertaining to the proper care and management of the several properties. In reply he mentioned YADA had been evacuated and that a report would be sent to you in that connection. Possibly he may discuss with you the advisability of appointing a North Vancouver Agent -- in which case your approval of our firm would likely solve the problem.

INTERIM REPORT

4. Re the property set out in your Form "JP", Clauses 1 & 2, of April 7th last, we made some investigation and received the following information -- principally from Jack Lem, the Chinese Storekeeper (701 East 4th St.) -- subject to further verification.
(a) The Stock of Groceries, supplies and portable equipment, were purchased outright from Yada and paid for. (Price not stated)
(b) Jack Lem, the said Chinese Storekeeper at 701 East 4th St., -- in addition to purchasing Groceries, etc. as aforesaid, is now paying \$90.00 per month Rent (to Yada's lawyer) for the said Store building and living premises including the two lots and all buildings -- subject to the reservation of a small up-stairs room, in which Yada has stored some personal effects, with door locked.

Awaiting your further instructions, we remain,

Faithfully yours,

Irwin & Billings Co. Ltd.,

per *William J. Irwin*

William J. Irwin,
Director.

W.J.I.

1763

out → shear

Office of Irwin & Billings Co. Ltd.,
50 Lonsdale Ave., North Vancouver, B. C.
June 19th, 1942

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

Mr. C. L. Drewery, Manager,
Office of the Custodian,
Japanese Evacuation Section,
Vancouver, B. C.

RECEIVED
JUN 20 1942

Dear Sir:

Re Corozasemon YADA, (701 East 4th St.)
Reg. No. 06093

1. Your letter of 15th inst. received and contents noted:
The Sale of the Stock, fixtures and equipment under "Bulk Sales Act", per our Report to you of June 4th last, was for the sum of \$9180.00 -- all Cash paid at time of sale, as certified in the Absolute Bill of Sale on record in the Land Registry Office.
We further confirmed this cash payment in full by enquiry of Mr. Pratt, the Solicitor of Yada -- the Vendor.
2. Our inspection of the premises at 701 East 4th St. (also numbered 380 on the Queensbury frontage), indicated the necessity of immediate cleaning and repairs to the Septic Tank. The effluent is oozing out on the grounds, causing an unsanitary condition. We recommend your authority for the necessary repairs.
3. On complaint of the occupying Storekeeper, as to a number of leaking spots on the ceiling of the Store roof, we examined the roof and found that instead of the usual "tar and gravel" for flat roof, it was only covered with "rubberoid" which in places needed re-nailing and re-cementing.
We recommend that you authorize us to employ a Roof Mechanic to make the necessary repairs--if at all practical and adequate.
4. With the exceptions above noted, we found the buildings in a fairly good state of repair, and being well looked after by the Lessee.
5. The Lease from Yada, which includes an inventory of the furniture in the residential portion of the premises, is said to be on record in the Registrar's Office. We will ascertain if this has been attended to. Mr. Pratt, the Solicitor of Yada, informed our W.J.Irwin that he held a copy of this Lease.
6. RE THE PERSONAL GOODS OF YADA IN STORAGE at 701 East 4th St.
We made a rough Inventory of the goods and chattels stored in a room, of which the door is kept locked and the key in the custody of the Storekeeper on the premises. This inventory was made personally by our W.J.Irwin and in the presence of and with the consent of YADA'S Daughter, the door re-locked and the key left in the same custody--which was to the entire satisfaction and approval of said Daughter. This partial inventory will be typed and mailed to you not later than 22nd inst.
7. EXCERPTS from the above -- matters needing immediate attention:
(a) Septic Tank Repairs, (b) Roof repairs. Your advice will be appreciated -- more particularly re item (a) hereof.
8. We note your having written to Mr. J. Baird, as to the frigidaire of Yada which was reported loaned to him.

Thanking you in anticipation of your further instructions.

Faithfully yours,

Irwin & Billings Co. Ltd.

W.J.I.

Per



(W.J.)

Office of Irwin & Billings Co. Ltd.,
50 Lansdale Ave., North Vancouver
B. C.

To the Office of the Manager, the Custodian,
Japanese Evacuation Section
Vancouver, B. C., 506 Royal Bank Bldg..

Duplicate Copy

Dear Sir:

Re YAM Coromamon, 701 East 4th St.,
Registration No. 06083 (North Vancouver,
B.C.)

INSPECTION AND INVESTIGATION

(1)

1942

May 21st: Inspection of property at 701 East 4th St., North Vancouver
and interview with the occupying Storekeeper, Jack Lam, per W.J.I.

May 21st: Our No. 1 Report to Custodian re the above per W.J.I.

May 28th: Our interview, per W.J.I., with Yada's Lawyer, Mr. Pratt
in reference to present standing as to supervision of Yada's
property.

June 1st: Search in the County Court Registry Office, as to alleged
Bill of Sale from Yada to the purchasers of the Stock of Goods,
equipment and fixtures, at 701 East 4th St.. Copying the particulars

June 2nd: Interview at City Hall, North Vancouver, as to Yada's
Real Property at N. W. Cor. 23rd & Lansdale Ave., checking as to
legal description, assessment and taxes. per W.J.I.

June 3rd: Personal inspection of the Lot at 23rd & Lansdale,
Lot 1, sub of Lot "F" of Lots 1 to 10, Block 215, D.L. 245, North Van.
as to certain improvements carried out by Yada, in preparation
for the erection of a Building thereon.

June 4th: Written Report to the Custodian, Mr. C. L. Drewery, as
to Sale of Yada's Grocery business to Lim James Yuen and Fred
Hunt -- per Bill of Sale on record in the County Court Registry.
Also Report as to Yada's Lot at N. W. cor. 23rd & Lansdale
are in North Vancouver.

June 17th: Interview, by phone, with Yada's Solicitor, F. D. Pratt,
as to (a) Balance, if any, remaining unpaid on the Sale of the
Grocery business at 701 East 4th St., in North Vancouver. Answer:
the purchase price of \$9,100.00 was paid in full -- as set out
in the Absolute Bill of Sale which is on record.
(b) Further question: Have you an inventory or list of Yada's
goods and chattels which are said to be stored in a room at No. 701
East 4th St. Answer: I have no list or particulars but I am informed
that the room in which these things are stored is currently leased

June 17th: Letter to Lim James Yuen the owner of the said Yada
premises, requesting permission to inspect the property in order
to report the condition thereof to the Custodian. Also, as to
custody of the key to the store-room in which Yada's chattels are
said to be stored. Also a personal trip of inspection by our
W.J.Irwin. See our report to Custodian for further particulars.

June 18th: Inventory of the property of Yada which is stored in
a room of the premises at 701 E. 4th St. & 4880 Queensbury Ave.
Also inspection of Septic Tank out of order and roof of the
building in need of repairs -- per W.J.Irwin

June 19th: Our Report to the Custodian re the three foregoing
accompanied by Inventory aforesaid.--per W.J.Irwin.

June 23rd: Our Report to Custodian as to Rental Arrangements
as per request of 19th ult.--Custodians File #162.

THIS IS THE BILL OF IRWIN & BILLINGS CO. LTD. \$

*Original
to Mr. Noble*

This Indenture

Made in triplicate the First day of April in the year of Our Lord one thousand nine hundred and forty-two.

In Pursuance of the "Short Form of Leases Act"

Between

GORDAEMON YADA, of 380 Queensbury Avenue, in the City of North Vancouver, in the Province of British Columbia, Merchant,

hereinafter called the Lessor of the FIRST PART; and

JAMES YUEN LIM, of 75 East Pender Street, in the City of Vancouver, in the Province of British Columbia, Merchant, and FRED HUNT, c/o F.C. Park Co., of the Town of Lillooet, in the Province of British Columbia, Merchant,

hereinafter called the Lessee of the SECOND PART;

WITNESSETH, that in consideration of the Rents, Covenants and conditions hereinafter respectively reserved and contained, the said Lessor doth demise and lease unto the said Lessee his Executors, Administrators and Assigns, ALL AND SINGULAR: the residence premises known as 380 Queensbury Avenue, in the City of North Vancouver, in the Province of British Columbia, situated on that certain parcel or tract of land and premises situate, lying and being in the City of North Vancouver, in the Province of British Columbia, and more particularly known and described as Lot One (1), Subdivision 10 B of Block 2150, District Lot Five hundred and forty-five (545).

From the **First** day of **April**
one thousand nine hundred and **forty-two.**
for the term of **two years** next ensuing

YIELDING AND PAYING, therefor, his heirs, or assigns the clear **monthly** rent or sum of **Thirty Dollars (\$30.00)** of lawful money of Canada, payable on the following days and times, that is to say: **The sum of \$30.00 on the date hereof, and the sum of \$30.00 on the 1st day of each and every month during the said term. The said monthly payments are to be made to Mr. F. D. Pratt, Barrister and Solicitor, 602 West Hastings Street, Vancouver, B. C., as agent and lawful attorney for the Lessor.**

THAT the said lessee, **COVENANTS** with the said Lessor to pay rent, ~~and to repair~~ and to repair (reasonable wear and tear and damage by fire and tempest excepted); **AND** the said Lessor may enter and view state of repair;

AND that the said Lessee will repair according to notice (reasonable wear and tear and damage by fire and tempest excepted);

AND will not assign without leave; and will not sub-let without leave; and will not carry on any business that shall be deemed a nuisance on the said premises;

AND that he will leave the premises in good repair (reasonable wear and tear and damage by fire and tempest excepted);

AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or if the said Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, **THE** then current quarter's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down or damaged by fire, so as to render the same unfit for the purposes of the said Lessee then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof, according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said Lessee.

PROVISO for re-entry by the said Lessor on non-payment of Rent, whether lawfully demanded or not; or non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

THE said LESSOR COVENANTS with the said LESSEE for quiet enjoyment.

The Lessor COVENANTS with the Lessee to allow the Lessee free use of the articles enumerated in the Schedule attached hereto, now situated in the residence premises hereby demised, during the term hereby demised, and the Lessee in consideration of the Loan of the said articles agrees to keep same in good state of repair (reasonable wear and tear and damage by fire and tempest excepted).

WHEREVER the singular or masculine is used throughout this Indenture the same shall be construed as meaning the plural or feminine or body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF, the said parties have hereto set their hands and Seals.

Signed, Sealed and Delivered
IN THE PRESENCE OF

"James Lorne Pyke"
1443 W. 59th, Vancouver, B. C.
State full name, address and occupation of witnesses. Solicitor as to signature of Gorozaemon Yada & James Y. Lim
"John Lim"
1749 Grant St., Vancouver, B.C.
Merchant.
as to signature of Fred Hunt.

"Gorozaemon YADA" (Seal)

"Fred Hunt" (Seal)

"James Y. Lim" (Seal)

Dated 1st day of April 1942

GOROZAEEMON YADA

—TO—

JAMES YUEN LEE and
FRED HUNT

Form No. 25

House Lease

April 1st, 1942

—TO—

Mar. 31st, 1944

F. D. PRATT

SHIPPY & GILBERT LTD., PRINTERS AND STATIONERS
VANCOUVER, B.C.

FOR MAKER (INCLUDING MARRIED WOMEN)

I **hereby** Certify that, on the **2nd** day of **April**, 1942, at **Vancouver**, in the Province of British Columbia, ~~whose identity has been proved by the evidence of~~ **Gorozaemon Yada**, who is personally known to me appeared before me and acknowledged to me that **he is** the person mentioned in the annexed instrument as the Maker thereof, and whose name **is** subscribed thereto as part **7** and that **he knows** the contents thereof, and that **he** executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at **City of Vancouver**, in the Province of British Columbia, this **2nd** day of **April**, in the year of our Lord, one thousand nine hundred and forty **-two.**

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

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I,
of

, of the

, in the Province of British Columbia, make oath and say:

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

Sworn before me at
in the Province of British Columbia, this
day of

194

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

SCHEDULE OF ARTICLES REFERRED TO IN
HOUSE LEASE DATED April 1st, 1942,
MADE BETWEEN GOROZAEMON YADA and
JAMES YUEN LIM AND FRED HUNT.

One Hot Point Electric Range, R.A. 135,
type O.2, Serial No. 146083.

One Electrolux Cleaner, 1940 model

One David Spencer coal and wood, six-hole
Range

Six Venetian blinds and curtains

Three-piece Chesterfield suite

* Floor carpets now installed in five rooms *

This Indenture

Made in triplicate the 1st day of April in the year of Our

Lord one thousand nine hundred and forty-two

In Pursuance of the "Short Form of Leases Act" 

Between

GOROZARON YADA, of 380 Queensbury Avenue, in the City of North Vancouver, in the Province of British Columbia, Merchant,

hereinafter called the Lessor of the FIRST PART; and

JAMES YUEN LIM, of 75 East Pender Street, in the City of Vancouver, in the Province of British Columbia, Merchant, and
FRED HUNT, c/o F. C. Park Co., of the Town of Lillooet, in the Province of British Columbia, Merchant,

hereinafter called the Lessee of the SECOND PART;

WITNESSETH, that in consideration of the Rents, Covenants and conditions hereinafter respectively reserved and contained, the said Lessor doth demise and lease unto the said Lessee his Executors, Administrators and Assigns, ALL AND SINGULAR: the store premises known as 701 - 4th Street East, in the City of North Vancouver, Province of British Columbia, situated on that certain parcel or tract of land and premises situate, lying and being in the City of North Vancouver, in the Province of British Columbia, and more particularly known and described as Lot One (1), Subdivision 10B of Block 2150, District Lot Five Hundred and forty-five (545).

From the **First** day of **April**
one thousand nine hundred and **forty-two**
for the term of **five years** next ensuing

YIELDING AND PAYING, therefor, his heirs, or assigns the clear **monthly** rent or sum of **Sixty Dollars (\$60.00)** of lawful money of Canada, payable on the following days and times, that is to say: The sum of \$60.00 on the date hereof, and the sum of \$60.00 on the 1st day of each and every month during the said term. The said monthly payments to be made to Mr. F. D. Pratt, Barrister and Solicitor, of 602 West Hastings Street, Vancouver, B. C. as agent and lawful attorney for the Lessor.

THAT the said lessee, COVENANTS with the said Lessor to pay rent, ~~and to repair~~ and to repair (reasonable wear and tear and damage by fire and tempest excepted); **AND** the said Lessor may enter and view state of repair;

AND that the said Lessee will repair according to notice (reasonable wear and tear and damage by fire and tempest excepted);

AND will not assign without leave; and will not sub-let without leave; and will not carry on any business that shall be deemed a nuisance on the said premises;

AND that he will leave the premises in good repair (reasonable wear and tear and damage by fire and tempest excepted);

AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or if the said Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, **THE** then current quarter's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down or damaged by fire, so as to render the same unfit for the purposes of the said Lessee then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof, according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said Lessee.

PROVISO for re-entry by the said Lessor on non-payment of Rent, whether lawfully demanded or not; or non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

THE said LESSOR COVENANTS with the said LESSEE for quiet enjoyment.

WHEREVER the singular or masculine is used throughout this Indenture the same shall be construed as meaning the plural or feminine or body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF, the said parties have hereto set their hands and Seals.

Signed, Sealed and Delibered
IN THE PRESENCE OF

"James Lorne Pyke"
1443 W. 59th, Vancouver,
Solicitor, B.C.
as to signature of
Gorozaemon Yada & James
Y. Lim

State full name,
address and oc-
cupation of wit-
nesses.

"John Lim"
1749 Grant St., Vancouver, B.C.
Merchant
as to signature of Fred Hunt

"Gorozaemon YADA" (Seal)

"Fred Hunt" (Seal)

"James Y. Lim" (Seal)

WATSON & GUTHRIE LTD., PRINTERS AND STATIONERS
VANCOUVER, B.C.

F. D. PRATT

Mar. 31st, 1947

April 1st, 1942

House Lease

Form No. 28

JAMES YUEN LIM AND
FRED HUNT

-TO-

GOROSAEON YADA

Dated 1st day of April 1942

FOR MAKER (INCLUDING MARRIED WOMEN)

I hereby Certify that, on the 2nd day of April 1942 at Vancouver, British Columbia, Gorosaeon Yada, [whose identity has been proved by the evidence of who is] personally known to me appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the Maker thereof, and whose name is subscribed thereto as part Y and that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at City of Vancouver in the Province of British Columbia, this 2nd day of April, 1942, in the year of our Lord, one thousand nine hundred and forty-two.

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I, of the, in the Province of British Columbia, make oath and say:

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

Sworn before me at
in the Province of British Columbia, this
day of 1942

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

1763.
File No. ~~1763~~

Contents of Safety Deposit Box at Bank of Montreal, Hastings & Homer Streets,
Vancouver, in the name of ~~George YADA~~ YADA. GOROZARON

* Nov. 24/47 This should read "ROYAL BANK OF CANADA"
I telephoned Bank of Mont. at Hast. & Homer and
they had no record of Box for YADA. ROYAL BANK
said he opened one at Hast. & Homer on Apr. 14/42
and closed it on June 3/44

See letter 23 pps. 1088

Crown Life Policy	#286094	\$3000.00
Sun Life Policy	#854436	\$2000.00
Sun Life Policy	#854457	\$2000.00
Pacific Coast Fire Ins. Co.	#188042	\$1000.00
New Zealand Fire Ins. Co.	#6251534	\$2000.00 expired

Share deposit receipts - Durant Motors of Canada Ltd.

Dominion Motors Ltd.	20 shares
"	10 "
"	10 "
"	10 "
"	10 "

Leat
with YB
2/15

Monarch Life Assurance Co. Policy	# N47003	\$5000.00
"	# N47002	\$5000.00
"	# P80709	\$10,000.00
Sun Life Ins. Co.	#666833	\$5000.00
Manufacturers Life Ins. Co.	#787079	\$7000.00

Japanese Paper Currency Notes	Total - Yen 40.70
2 U. S. Gold Coins	Value - \$2.50 each

5 Dominion of Canada Victory Loan Bonds	@ \$50.00	=	\$250.00
1 " " " " " "	@ \$100.00	=	\$100.00

City of Yokohama Loan (External) No. 10881 - 6% - \$1000.00 X

2 - \$1.00 Canadian Bank Notes
1 - \$2.00 " " "
1 - \$5.00 " " "
10 - \$5.00 War Saving Certificates.

Yokohama Specie Bank, Yokohama - Deposit Receipt - Yen	5508.80
" " " " " "	16423.43
" " " " " "	2012.13

Several Family Seals

Marriage Certificate
Birth Certificate

1 Lot Silver & Copper Coins (small collection, little value)

1 Rolled Gold Waltham Watch, gold chain and \$10.00 gold piece fob.
(this was removed by Mr. Yada.)

Verified by

Geo. B. Spain

Geo. B. Spain.

File No. 1763.
Catalogue No. 433.

July 9th, 1946.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Gorosaamen YADA
City of North Vancouver
Lot 1, Subd. "B" of Lots 1 to 10,
Blk. 215, D.L. 545, Op. 1, N.W.D.,
Plan 1064.

With reference to the above property which was recorded in the Vancouver Land Registry Office, June 7th, 1946, we attach herewith the following documents in connection therewith.

1. Copy of application number 150460-L, dated June 7th, 1946, registering the property in the name of the Custodian (Transmission).
2. Copy of application number 150461-L, dated June 7th, 1946, registering the property in the name of Standard Oil Company of British Columbia Limited (Deed).
3. Duplicate of Transmission dated May 30th, 1946.
4. Duplicate of Deed dated May 30th, 1946 - Secretary of State to Standard Oil Company of British Columbia Limited.
5. Certificate of Indefeasible Title number 150461-L, dated June 26th, 1946, covering the above property in the name of Standard Oil Company of British Columbia Limited.

D. A. Cramer

DAC:JS
Atch.

File No. 1765.
Catalogue Nos. 434 & 435.

June 13th, 1944.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Grouse

Grossman YADA
City of North Vancouver
Lots 1 & 2, B.L. 24, D.L. 273,
S.S. 1, B. V. D. Plan 1062.

With reference to the above property which was recorded
in the Vancouver Land Registry Office, dated May 20th, 1944,
we enclose herewith the following documents in connection
therewith.

1. Copy of application number 103065-L, dated May 20th,
1944, registering the property in the name of the
Custodian (Transmission).
2. Copy of application number 103066-L, dated May 20th,
1944, registering the property in the name of John
Lin (Deed).
3. Duplicate of Transmission dated May 8th, 1944.
4. Duplicate of Deed dated May 8th, 1944 - Secretary
of State to John Lin.
5. Certificate of Indefeasible Title No. 103066-L, dated
June 9th, 1944, covering the above property in the
name of John Lin.

DAG:JS
Encls.

Debrauer

File No. 1763.
Catalogue Nos. 434, 435.

May 4th, 1944.

MEMORANDUM

To: Mr. L. E. Wright

FROM: Mr. L. A. Gower

Sanitation 1281 - Reg. No. 04093
City of North Vancouver
Lots 1 & 2, Bldg. 24, Bldg. 273,
Cty. 1, S.W.B., Plan 1063.
Sanitation of Building No. 1742.

To enclose herewith the following documents in connection with the sale of the above described property.

1. Original Certificate of Encumbrance.
2. Transmission in duplicate.
3. Deed in duplicate JOHN LEE.
4. Copy of letter showing to whom sold and price paid for the property.
5. Memorandum from the Administration Department confirming valuation, and approval of Advisory Committee.

Certificate of Indefeasible Title No. 3971-1 is in the owner's possession.

W.L.G.
L.A.G.

L. A. Gower

Catalogue No. 433
File No. 1763
Lonsdale & 23rd Ave., North Van.
1/Subd.B of 1-10/215/545

June 12th, 1946.

STANDARD OIL COMPANY OF BRITISH COLUMBIA LIMITED
(Purchaser)

In account with: The Custodian of Energy Property

STATEMENT OF ADJUSTMENTS

(As at April 30, 1946)

	DEBIT	CREDIT
Purchase price	\$850.00	
Cheque received		\$850.00
Seller's proportion of taxes for 1946 - 119/365 x \$58.30		19.01
Registration fees on deed - \$850.00	5.70	
Balance owing to purchaser	13.31	
	<u>\$869.01</u>	<u>\$869.01</u>

BALANCE OWING TO PURCHASER \$13.31

May 4th, 1944.

REAL PROPERTY MEMORANDUM

FILE NO: 1763
NAME: Gorosamenon YADA
CATALOGUE NO: 434, 435
RE: 701 East 4th (380 Queensbury Ave.) North Vancouver, B.C.
Store and rooms on Lot 1, and vacant lot.

CERTIFICATE OF ENCUMBRANCE:

Description of Property: City of North Vancouver, Lots 1 and 2,
Block 24, District Lot 273, Group 1,
New Westminster District, Plan 1063.

Encumbrances: None

Taxes: Lot 1-\$118.25 for 1943 - paid.
Lot 2-\$ 24.75 " " - "
No arrears.

Vested: No. 35742

VALUATION BY APPRAISER: \$5000.00 to \$5100.00

AMOUNT OF BID: \$5200.00

APPROVED BY ADVISORY COMMITTEE: April 19th, 1944.

AMOUNT RECEIVED BY CUSTODIAN: \$5200.00

NAME OF PURCHASER: John Lim

KWW/W

K. W. WRIGHT

Catalogue Nos. 434 & 435
File No. 1763
701 East 4th Avenue, North Vancouver
1 & 2/24/273

June 21, 1944

JOHN LIN

In account with The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(as at April 24, 1944)

	DEBIT	CREDIT
Purchase price	5,200.00	
Cheques received		5,200.00
114/365 x \$143.00 seller's proportion of 1944 taxes		44.66
Water from April 1 to April 23 - 23 days @ 4¢		1.03
(Amount of rental \$90.00 less agent's fees \$3.00)		
April 24th to April 30th - 6/30 x \$27.00		17.40
My lot to My flat		87.00
Registration fee on deed - \$5200.00	14.20	
Insurance premium - 93.25 x \$50.50	47.07	
Water paid from April 1st to June 30, 1944	4.05	
Balance owing purchaser	84.77	
	<u>\$5,350.09</u>	<u>\$5,350.09</u>

BALANCE OWING TO PURCHASER

\$84.77

STATEMENT RE SALE OF:

Name: YADA, Corraeason #06093

Catalogue No: 434 & 435

File No: 1763

Street Address: 701 East 4th (380 Queensbury Ave.) North Vancouver.

Legal Description: Lots 1 & 2, Block 24, D. L. 273

Date of Sale and Adjustments April 24th, 1944.

Sale Price

\$ 9,200.00

Real Estate Agent's Commission

\$ 260.00

Charge for Valuation

15.00

Charge for Advertising

8.00

Land Registry Office Transmission Fee

3.50

Encumbrances:

~~Unpaid Vendor~~~~Mortgages~~~~Arrears of Taxes~~~~Other Charges~~

Adjustments:

Fire Insurance

47.07

Taxes

44.66

Water

3.02

\$ 331.16

\$ 5,250.09

Net Proceeds credited to your account

\$ 4,918.73

Date:..... July 8, 1944.

Compiled by:..... George Peters

Catalogue No. 433
File No. 1763
Lonsdale & 23rd Ave., North Vancouver
1/Subd. B of 1-10/215/545

Control of the above described property is by me hereby acknowledged and
I agree that all adjustments and incidents in connection with the sale to
me of this property have been settled.

Receipt is acknowledged of cheque for \$13.31, representing closing adjust-
ments on sale to me of this property.

Dated at Vancouver B. C., this 16 day of June 1946.

STANDARD OIL COMPANY OF BRITISH COLUMBIA LIMITED

By:

Signed

J. M. Macmillan
ASST. MGR.

Return to the Custodian

May 20th, 1946.

REAL PROPERTY MEMORANDUM

FILE NO: 1763

NAME: Gorosamen YADA

CATALOGUE NO: 433

RE: Lonsdale and 23rd Ave., North Vancouver, B.C.
- Vacant Land.

CERTIFICATE OF ENCUMBRANCE:

Description of Property: City of North Vancouver, Lot 1,
Subdivision "B" of Lots 1 to 10,
Block 215, District Lot 545,
Group 1, New Westminster District,
Plan 1064.

Encumbrances: None

Taxes: \$144.88 paid - being
Tax arrears for 1944 and
1945 plus interest to
May 22nd, 1946.

Vested: No. 35742.

VALUATION BY APPRAISER: \$775.00.

AMOUNT OF BID: \$850.00.

APPROVED BY ADVISORY COMMITTEE: May 1st, 1946.

AMOUNT RECEIVED BY CUSTODIAN: \$850.00.

NAME OF PURCHASER: Standard Oil Company of
British Columbia Limited.

Prepared by: *[Signature]*

Approved by: *[Signature]*

DAC:JS

POST OFFICE DEPARTMENT
COMMUNICATIONS SECTION
08-10-1947
This card is to be filled in by the sender of the article.
The card is to be filled in by the sender of the article.
REGISTERED ARTICLE
Date of receipt
Date of return
Date of return
Date of return

ACKNOWLEDGE
AVL

To be filled in by sender
indicate below his full
A remplir par l'expéditeur
inscrivez ci-dessous son
complète



DATE _____
ORDER NO. 22570
ADDRESSED TO: Mr. GOROSAMON YAN
Reg. No. 06093
Lillooet, B. C.

RETURN TO: Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C. (1763-H.S.)
STREET AND NUMBER
Lieu et numéro
(1) PLACE OF ORIGIN OF REGISTERED ARTICLE
Lieu d'origine de l'objet recommandé
(1) IN PRINTED CHARACTERS
En lettres moulées
CANADA

POST OFFICE DEPARTMENT
ADMINISTRATION DES POSTES
CANADA

This note to be filled in by office of origin
Ce note est à remplir par le bureau d'origine

REGISTERED ARTICLE
Article recommandé

ENTERED AT THE OFFICE OF
Déposé au bureau de poste de

DATE _____ UNDER NO. _____

ADDRESSED TO Standard Oil Co.
Adressé à

of B. C. Ltd.

at Marine Bldg. Vancouver.

ACKNOWLEDGMENT
AVIS DE RÉCEPTION

To be filled in by addressee
À remplir par le destinataire

A receipt for the registered article must be
complété. Réception des articles recommandés.

ANS.

Received

RETURN TO The Custodian of

Enemy property

506 Royal Bank Building

STREET AND NUMBER

Place of VANCOUVER, B. C. 6763-1003

PLACE OF ORIGIN OF REGISTERED ARTICLE
Lieu d'origine de l'objet recommandé

(1) IN PRINTED CHARACTERS
En lettres imprimées

CANADA



North Vancouver Realty (E. N. Capping) Ltd.

143 HILL LONSDALE AVENUE
NORTH VANCOUVER, B.C.

Rec'd	APR 18 1944
File No.	1763
Ans.	✓
Refused	HARRIS

17 April 1944 ✓

F. G. Shears Esq.,
Director,
Department of Secretary of State,
Japanese Evacuation Section,
Vancouver, B.C.

re File No. 1763
Cat: Nos. 434 & 435
Lots 1 & 2/24/273.

Dear Sir,

Following your letter of 21st. February,
and our more recent telephone conversation, I
have been reviewing my report on the above, dated
5th. November last.

In arriving at a figure of \$5500.00, I
felt at the time that sufficient allowance had been
made for necessary repairs. However it might be
fairly argued that my allowance was too low. It was
pointed out in my letter that the roof over the
older portion of the building evidently leaks badly,
that foundations and drainage under this same portion
require attention, that there is evidence of dry rot
in places, and that the heating plant, judged from
occidental standards, appears inadequate.

One feature which I overlooked at the time,
and for which possibly some allowance or deduction
should be made, is that of the plumbing system.
This though satisfactory from an Oriental point of
view, does not measure up to ordinary standards.
To wit, there is an excellent Pembroke bath tub in
the house, but it is set up in the basement; and for
most people much of the plumbing system would need
to be altered.

Taking into consideration the above, and
making a more generous allowance for necessary repairs,
I think for a cash sale we might make the value,
\$5000.00 to \$5100.00.

Yours truly,

E. N. Capping
E. N. Capping

NORTH 841
PHONE NORTH 8841

ASSOCIATE MEMBER
INSURANCE INSTITUTE OF AMERICA

INSURANCE, REAL ESTATE
NOTARY PUBLIC

North Vancouver Realty (E. N. Copping) Ltd.

Agents for:

Sun Insurance Office Ltd.
Caledonian Insurance Company
Phoenix Assurance Co. Ltd.
The Century Insurance Co. Ltd.
The Liverpool-Manitoba Assurance Company
Norwich Union Fire Insurance Society Ltd.

142 LONSDALE AVENUE
NORTH VANCOUVER, B.C.

Agents for:

Mercantile Insurance Co.
The Sea Insurance Co. Ltd.
The Casualty Company of Canada
North British & Mercantile Insurance Co. Ltd.
British Traders Insurance Co. Ltd.
Alliance Assurance Co. Ltd.

November 6th, 1943. ✓

F. G. Shears Esq.,
Director,
Department of the Secretary of State,
Japanese Evacuation Section,
Vancouver, B.C.

Re File No. 1763,
Cat. Nos. 434 & 435,
Lots 1 & 2, Block 24, D.L. 2732

EVACUATION SECTION	
Rec'd	NOV 8 1943
File No.	✓
Ans.	
Referred	<i>Shears</i>

Dear Sir:-

The above two parcels can only be valued as one unit, the buildings thereon occupying a considerable portion of both lots.

The property consists of two lots 100' by 137' at the S.E. corner 4th. and Queensbury Avenue on which is a one storey frame and stucco building consisting of store, dwelling and warehouse.

The building has evidently been enlarged and improved from time to time, and the business was approximately first established some 30 years ago. We understand the present occupant pays a rent of \$90.00 a month on lease.

The roof over the older portion of the building, particularly the dwelling evidently leaks badly and is in need of thorough repair. The foundation and drainage under this same portion need attention and there is evidence of dry rot in places. The heating plant appears very inadequate.

We value the entire property No. 434 and 435 at \$5500.00.

Yours very truly,

E. N. Copping
E. N. COPPING.

c/o Rough sketch enclosed.

If you desire more detailed description of the building (interior)
Please let me know

EXHIBIT No. 53-20
DATE 20 June 1949
FILED BY D. J. Anderson

North Vancouver Realty (E. N. Copping) Ltd.

143 LONSDALE AVENUE
NORTH VANCOUVER, B.C.

12 June 1944

F.G. Shears Esq.,
Director,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Vancouver, B.C.

File 1763

Re Cat. No. 433.

Dear Sir,

I have inspected the above, being Lot 1,
Sub "B", Bk. 10, Bk. 215, D.L. 545, City of North Vancouver,
assessed at \$1100.00.

This is situated at the N.W. corner of Lonsdale
Avenue and 23rd. St. West, a good location for a store or gas
station should traffic or population demand.

I consider \$750.00 to \$800.00 would be a
fair valuation.

However, as time goes on, this valuation
ought to be reviewed.

Yours truly,

E. N. Copping

C. J. [unclear]

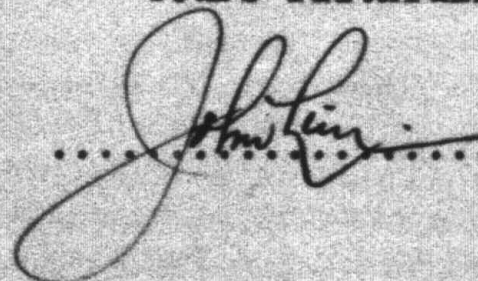
To The Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sirs:-

Re: 701 E. 4th. Ave - N. Van.

I understand that any Japanese effects and furniture on the premises are not included in the sale. These will be removed by the Custodian as soon as possible but in cases where the furniture is included in the lease to the present tenant it cannot, of course, be removed until he is ready to vacate the premises. I undertake to give the Custodian at least two weeks notice of the date on which the tenant is vacating the premises and to allow the Custodian access to the premises in order to remove the furniture at a reasonable and convenient time following the termination of the lease.

Yours faithfully,

.....Signed

23 1944

Catalogue No. 434 & 435
File No. 1763
701 East 4th Avenue - North Van.
182/24/273

Receipt of Certificate of Title No. 103066-L is by me hereby acknowledged and I agree that all adjustments and incidents in connection with the sale to me of property covered by the said certificate have been settled.

Receipt is also acknowledged of Pacific Coast Fire Insurance Co., Policy No. 187725 which has been assigned to me, and cheque for \$84.77 representing closing adjustments on sale to me of 701 East 4th Avenue, North Vancouver.

Dated at Vancouver, B. C., this 23 day of June 1944.



PERSONAL PROPERTY SUMMARY

File No. 1761

December 27, 1947.

Re: (Mr.) Goroemon YADA
Registration No. 06093

CHATELS: Mr. Yada declared owning the following chattels at 701 East 4th Street, North Vancouver, B. C.:
"Furniture & effects, including: one hotpoint Electric Range, 1 Wood Range, 1 lg. Carpet covering 5 rooms, 3 beds, 3 piece Chesterfield Suite, 1 Piano, kitchen utensils etc.
"At Crown Storage, Beatty St., Vancouver, B. C.: 1 bedroom suite, 1 singer Electric Sewing Machine, 6 boxes of silverware.
"Lent to Mr. J. Baird, 31st & McKenzie St., Vancouver, B.C.: 1 Frigidaire
Disposition of these effects will be found in the general Chattel Summary

BONDS: Mr. Yada declared owning the following securities:
"\$100.00 Victory Bond (1941) \$50 War Savings Certificates
\$50 Victory Bond (1942) "
He stated the above were in owners possession.

The above did not come under the control of the Custodian at any time.

BANK ACCOUNTS: Mr. Yada declared the following:
"\$10,000.00 Royal Bank of Canada, North Vancouver, B. C. Pass book -Y4
"\$ 2,000.00 Bank of Montreal, North Vancouver, B. C. Pass book-none."

The above accounts did not come under the control of the Custodian.

LIFE INSURANCE: Mr. Yada declared the following:
"\$5000 Sun Life Assnc. 20 yrs. End., Prem. \$242 p.a., arrears will be paid up shortly. Beneficiary-father, Mr. S. Yada, in camp at Hope B.C. Policy number unknown, policy at home. \$7000.00 Mfrs. Life Ins. Co., 25 yrs. End. prem \$207 p.a. paid up to date. Beneficiary-father, Mr. S. Yada, in camp at Hope, B. C. Pol. no. unknown."

We received a cheque for the sum of \$185.71 from the Sun Life Assurance Company in connection with Policy No. 2398871 and same was forwarded to Mr. Yada with our letter dated October 4, 1945.

On Mr. Yada's instructions, in letter dated October 20/45, we forwarded to the Crown Life Assurance Co., with letter dated October 24, 1945, from his account, the sum of \$146.52, in payment of premium due September 16, 1945, on Life Policy No. 286094, the assured being his wife, Mrs. Kimiyo, File No. 8565.

In a letter received October 7/46, Mr. Yada requested us to pay the premium on the same policy and with our letter dated October 7, 1946 we forwarded the Crown Life Ins. Co. our cheque for the sum of \$148.26, same being charged to Mr. Yada, at his request.

The balance of his Insurance Policies did not come under the control of this Office at any time.

P.T.O.

(2)
PERSONAL PROPERTY SUMMARY
CONTINUED.

File No. 1763

December 27, 1947.

SAFETY DEPOSIT BOX: When Mr. Yada registered his assets with the Custodian on April 7, 1943, he declared that he had no safety deposit box.

The Royal Bank of Canada, Hastings & Homer Branch, telephoned us on February 22, 1943, and advised us that Mr. Yada had a safety deposit box in their Bank and it was arranged to have a representative from our Office attend when the box was opened by Mr. Yada.

According to a letter dated May 26, 1944, Mr. G. B. Spain was present when the contents of said safety deposit box was opened in the presence of Mr. Yada and the contents of the box were listed, as per the attached statement.

Mr. H. L. E. Priestman, Foreign Exchange Board, instructed Mr. Yada that the coins mentioned in the list should be turned into the Bank.

None of the contents of the box came under the control of the Custodian.

SPECIFIED ARTICLES: Re Radio.

Crone Storage Limited, Vancouver, B. C., wrote us on August 16, 1943, as follows:

"Mr. Gorozaemon Yada of Shalalth has requested that his radio be shipped to him.

"Your permission to ship will be much appreciated."

We advised them under the same date that the Custodian had no objection to the radio being forwarded; subject to them first obtaining permission from the Royal Canadian Mounted Police.

No further reference to Mr. Yada's radio is found on file.

Re Car.

The following is an extract from a letter dated February 26, 1943, received from Mr. F. Drewe Pratt, Barrister, and agent for Mr. Yada:

"Re: GOROZAEON Yada"

"On behalf of the above man I have collected the sum of \$760.25 being the balance on the sale of his motor-car sold by my client before he was evacuated. This is made up of \$500.00 represented by a Dominion of Canada Victory Bond, and the balance of \$260.25 in cash. In accordance with advice received from your Mr. Nilson, I have today forwarded the Victory Bond direct to Mr. Yada at Shalalth, B. C., and I am enclosing herewith my cheque in your favour in the amount of \$235.25, having charged Mr. Yada the sum of \$25.00 for my services.

The Custodian did not have any further interest in the sale of this car, apart from placing the funds received from Mr. Pratt in Mr. Yada's account in this Office and forwarding same to him at a later date.

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

[Signature]
.....
P.T.O.

(3)
PERSONAL PROPERTY SUMMARY
CONTINUED.

File No. 1763

December 27, 1947.

ACCOUNTS RECEIVABLE: Mr. Yada declared, in his JP Form dated April 7, 1942, that he did not have any monies owing to him. However, we received a refund covering 1½ wage deductions for the first six months of 1941 from the Provincial Collector, Vancouver, for his credit, and these funds were placed in his account in this Office.

No other Accounts Receivable appear on this file.

WJJ/HMS



MEMORANDUM

File No.: 1763

July 20th, 1943

To: FILE

From: Mr. Green

Re: Gorosamon YADA

Personal property on this file is covered as follows.

(1) Furniture etc. declared as left at 701 East 4th Avenue, North Vancouver. This is inventoried as per report of 22/6/42 and the key of the room in which it is stored is in the hands of the tenants, J. Y. Lim and Fred Hunt.

See ②
below

(2) Articles declared as left at Crone's. Shipment of these has now been applied for and is shortly being made. It will appear that memorandum of January 29th referring to effects stored at Bowman's does not refer to this Japanese.

(3) Frigidaire left with Mr. J. Baird, 31st and McKenzie Street. Although our letter of June 15th says that confirmation from this gentleman is being obtained, nothing appears to this effect on file and Form Letter 14 should be sent.

19. 5/24/43
please
*

HFG:IF

*Since moved to Crone's & presumably shipped
for. see letter 8/1/43 - all except radio shipped.*

- also also
- (1) Receipt 8-7-43 - (1) for articles for furniture - see letter 8/1/43.
 - (2) Same shipment - by freight 20-7-43, M. Bonchum: appears from 8/1/43 - everything under inventory 22-6-42 shipped except few things. Tables & chairs.
 - (3) Finally, included in base 1/5/43 - see letter 29/4/43

MEMORANDUM

File No.: 1763

July 4th, 1944.

To: FILE

From: Mr. Green

Re: 701 E. 4th Ave., North Vancouver
Gorozaemon YADA

Mr. Gorozaemon Yada was in Vancouver for several days towards the end of May and made satisfactory arrangements for the disposal of all his belongings left in the protected area. The only exception was the matter of the carpet and venetian blinds which was left for discussion between his lawyer and Mr. Messenger for agent John Lim. It is assumed that a mutually satisfactory arrangement was reached.

HFG:IF

MEMORANDUM

File No. 3312
2046
1761
8554

please file

April 15th, 1946.

TO: The File

FROM: Mr. W. B. Spain

RE: YADA Genichiro
" Ganya
" Gorosawson
" Guntli

Revan Storage Ltd. hold the following goods. The exact ownership of these goods is unknown, but it does belong to someone with the surname "YADA".

Storage charges in the sum of \$6.00 are due on these goods.

3 Packages - candy machine
1 Carton parts

GBS:LEN

Copy for Agent

December 29, 1947.

CHattel Summary

Re: (Mr.) Gorosamon YADA
Registration No. 06093
701 East 4th Street, North
Vancouver, B. C.

Mr. Yada declared owning furniture and effects at 701 East 4th Street, North Vancouver, B. C., and also at Crane Storage, Beatty Street, Vancouver, B. C. Further, he advised us that he had loaned one Frigidaire to Mr. J. Baird, 31st & McKensie St., Vancouver, B. C.

All of Mr. Yada's furniture and effects were either sold by him privately or shipped to him at Shalalth, B. C., with the exception of Venetian blinds and carpets, which were left on the premises at the time the Real Property was sold.

Mr. Yada declared in his JP Form that said carpet covered 3 rooms. In letter dated October 5, 1945, he stated that it was loaned with the real property for 2 years to Mr. William Lim. The Real Property was sold by the Custodian to Mr. Lim on April 24, 1944; Mr. Yada was advised accordingly.

A Memorandum dated July 4, 1944, reads as follows:

"Mr. Gorosamon Yada was in Vancouver for several days towards the end of May and made satisfactory arrangements for the disposal of all his belongings left in the protected area. The only exception was the matter of the carpet and venetian blinds which was left for discussion between his lawyer and Mr. Messenger, for agent John Lim. It is assumed that a mutually satisfactory arrangement was reached."

The Custodian has taken the position that the venetian blinds and carpets is a matter for settlement between Mr. Lim, the Lessee and purchaser of the property, and Mr. P. Drews Pratt, who holds a Power of Attorney for Mr. Yada. A letter written by Mr. R. C. Messenger dated October 12, 1944, outlines the situation quite clearly and indicates, as well as subsequent correspondence on the file, that settlement of the matter has been delayed by Mr. Pratt.

Apparently no further action has been taken regarding this matter and as stated previously this Office accepts no responsibility in this connection.

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

[Signature]
.....

File No. 1763

October 10, 1947.

MEMORANDUM

TO: File

FROM: Mr. W. J. Johnston

Re: (Mr.) Gorosamon YADA
Registration No. 06093

I spoke to Mr. Drewe Pratt on the telephone this morning regarding payment of his account dated April 25, 1945, and he stated that this charge was for the collection of \$100.00 from Mr. William Lim and had nothing to do with any settlement regarding Venetian Blinds and Carpets. This was confirmed by Mr. Yada in letter dated November 14, 1945, and we believe this account should have been paid at that time.

Regarding the Venetian Blinds and Carpets, which were retained by the tenant after he purchased the property, Mr. F. Drewe Pratt stated he had written several letters to Mr. Lim but had failed to make any satisfactory settlement. He stated he would communicate with Mr. Yada for instructions regarding taking action in this connection and agreed that this matter was not the responsibility of the Custodian.

W. J. Johnston

WJJ/HMS

File No. 1763

November 26th, 1943

Memo for File.

Re: Claims.

As at this date there are no claims on this
file.

See letter May 1/42
Workmen's Compensation
claim against above for \$5.00
Paid
Roff

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name MR. GOROZAEMON YADA,

Shalath B.C.

File No. 1763

Reg. No. *06093*

Company Sun Life

Agency VANCOUVER

Policy No. 660833

Premium - \$ 242.00

Payable: ^X Annually, Semi-annually or monthly

Month October Day 1st

REMARKS:

Letter sent 22/8/43

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Gorozoemon Yada

File No. 1763

Shalath B.C.

Reg. No. *06093*

Company Manufactures Life Ins. Co.

Agency Vancouver

Policy No. 787,079

Premium - \$ 203.00

Payable: Annually, Semi-annually or monthly

Month February

Day 17th

REMARKS:

MEMORANDUM TO FILE

File No. 1763

March 3, 1943

Re: Mr. International Y.M.C.A. Fire Insurance

Property at 701 Fourth Street East, North

Vancouver is covered to the extent of \$5,000.00 under Pacific
Coast Fire Policy expiring March 30th next.

Mr. Gardiner, Insurance Agent, called this morning
to ask about renewing this coverage. I phoned Mr. F. Brown
Prest, who is acting as rental agent. He was agreeable to
have Mr. Gardiner put the renewal through.

I have instructed Mr. Gardiner to renew for the
same amount as on the expiring policy and to let us have a
certified copy to send to Mr. Prest.

S. H. Gibson.

SHG:GAB

File No. 1741

July 28th, 1943.

Mem for File.

Re: J.M. Thompson

In connection with the premises at 701 E. 4th
Street, or 380 Commercial Ave., North Vancouver, B.C.
P. Bruce Pratt informed us yesterday that the store
premises are leased for five years as from April 1942
and that the living quarters are leased for two years.

File No. 1763

MEMORANDUM

To: Mrs. Harrop

April 21st, 1944

From: Mr. Wilson

Re: Catalogue No. 434,435,
701 E. 4th St., North
Vancouver.

Please note that the store premises
at the above address are leased at \$40.00 per
month for a period of five years from April 1st,
1942. The living quarters were leased at \$30.00
per month for two years from April 1st, 1942
(Lease now expired).

OWH/WH

May 23, 1944.

MEMORANDUM -- MR. SHEANS

Re: Catalogue Nos. 434 & 435
701 East 4th Avenue - North Vancouver
1 & 2/24/73

Mr. F. Drews Pratt, representing Gorosemon YADA, telephoned enquiring as to the amount for which the above property was sold. This information was given to him, that is \$5,200.00. He complained very bitterly that this property was worth \$10,000.00 owing to the fact that the rental for the store and rooms amounted to \$90.00 per month. He said he was leaving for Ottawa tonight and would take the matter up with the authorities at that end and probably to the floor of the House.

He also asked if there would be any commission paid out of this amount and whether he would participate in this as he represented the Japanese, collected rents and looked after the property in general, however, he was told he would not as the given agent in the catalogue was Jack Loutet, North Vancouver, and the agents responsible for the sale were Campbell & Pemberton. On rechecking with Mrs. McArthur it was found that he was given an opportunity to be catalogue agent but refused to have anything to do with the sale of Japanese properties.

The assessed value of the land is \$1100.00 and the improvements are worth \$3000.00. This property was appraised originally at \$5500.00 on November 6, 1943, and as there was not enough allowed for certain repairs that had to be done the appraisal was revised on April 17, 1944 to \$5000.00 or \$5100.00. The original offer for this property was \$4000.00, and the final offer being \$5200.00, the sale was approved by the Advisory Committee on April 19, 1944. The present tenant is the purchaser.

GP:EB

1763

May 27th, 1942.

Messrs. Irwin & Billings Co.Ltd.,
50 Lonsdale Avenue,
North Vancouver, B.C.

Dear Sirs:-

re Yada. Gorozamon

We have your undated report in connection with the above received on May 22nd. We are somewhat at a loss with regard to the general nature of your remarks. You state that you are unable to understand in what respect you can be of practical service in view of the fact that the JP form refers to Mr. F.Drew Pratt as being in charge of this property, and also that thus far you have not been entrusted with the collection of rentals, payment of taxes, etc.

This file was sent to you for the purpose of an investigation and for you to report to us fully in connection with all matters, together with your recommendations to us as a result of your first-hand investigation. The whole of this report needs some clarification. Two properties are referred to; one at 701 East 4th Street, and the other at 23rd & Lonsdale Ave. Whether this second parcel is a vacant lot, or whether there are buildings on it is not entirely clear. Yada is also declared as renting property at 1149 Semlin Drive.

Yada is the declared owner of a grocery store. You refer to this as having been bought by Jack Lem but you do not give us any details. Was this transaction completed while Yada was still here? Was there any declaration made under the "Bulk Sales Act"? Some personal effects are declared on the JP form and in order to clear our files the present location and a confirmation from the one in whose care these effects have been placed, will need to be obtained from them. Some of these may be in the room which you state is located at 701 East 4th St. but this must be definitely on record.

A copy of any lease agreement will be required

Messrs. Irwin & Billings Co.Ltd. -2-

for our files, and our present policy is that all rental collections are to be forwarded to this office and the taxes, etc. paid for out of available funds. If Mr. Pratt has this information you might be able to secure same from him.

Yours truly,

R.P.Alexander
Assistant Manager

FCS:EB.

1763

June 15th, 1942.

Messrs. Irwin & Billings Co. Ltd.,
50 Lonsdale Ave.,
North Vancouver, B. C.

Dear Sirs:

Re: Gorozaemon YADA

We beg to acknowledge, with thanks, your report on the above dated the 4th instant.

We note that the sale of the stock, fixtures and equipment of the store at 701 E. 4th Street, was prior to the registration of Yada and we are, therefore, not concerned with this transaction unless there is a balance still remaining unpaid. Please let us know what were the terms of the payment of the purchase price of \$9180.00.

As yet we have had no report from you regarding the condition of the property at 701 E. 4th Avenue, or the personal property claimed to be stored there by Yada.

We are writing to Mr. J. Baird, mentioned in the "JP" form as being in possession of a frigidaire for confirmation of his having custody of this article.

Thanking you in anticipation of your reply,
we remain

Yours truly,

R. P. Alexander
Assistant Manager

CHP:ND
[Signature]

J. Breine Pratt
BARRISTER AT LAW, SOLICITOR
NOTARY PUBLIC

CABLE ADDRESS "MACMON"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 8884

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B.C.

Febr 26th, 1943.

EVACUATION SECTION	
Rec'd	FEB 27 1943
File No.	✓
Ans.	
Referred	<i>Milson</i>

Custodian of Enemy Property,
675 West Hastings Street,
Vancouver, B.C.

Dear Sir: RE: GOROZAEMON YADA - Your file #1763

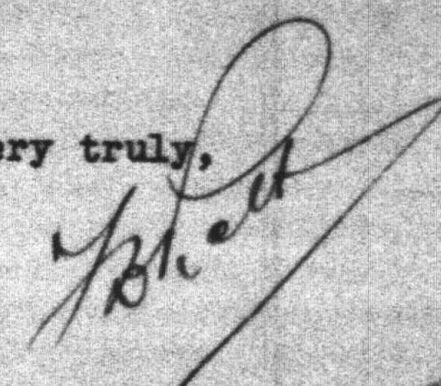
On behalf of the above man I have collected the sum of \$760.25 being the balance on the sale of his motor-car sold by my client before he was evacuated. This is made up of \$500.00 represented by a Dominion of Canada Victory Bond, and the balance of \$260.25 in cash. In accordance with advice received from your Mr. Milson, I have today forwarded the Victory Bond direct to Mr. Yada at Shalalth, B.C., and I am enclosing herewith my cheque in your favour in the amount of ~~\$235.25~~ having charged Mr. Yada the sum of \$25.00 for my services.

Mr. Yada is very anxious to receive this money and I would appreciate it if you would forward same on to him at the earliest possible moment.

I am sending a copy of this letter to Mr. Yada for his information.

I am,

Yours very truly,



FDP:G.
Encl:

YADA, Gorozaemon *Lab. file of*
File 1763 Reg. 06093. Lm. Comm. *Car. 26025*
25
235.25

File 1763
October 7, 1943.

Relative information to attached letter written by the Japanese Evacuee owner of the property 701 East 4th (380 Queensbury Ave.) North Vancouver, to Bill Lim, Manager of the Victory Market, who is also the son of the lessee J. Y. Lim.

This letter is more or less self explanatory and is the authority under which Mr. Lim effected the repairs, amounting to approximately \$170.00, which amount he has deducted from rental payments.

You will note that it covers authorization for -

- (1) Repairs to the roof.
- (2) Repairs to the septic tank.
- (3) Decorating repairs.

It will be noted that the Japanese states he does not think the warehouse roof needs repairing and there is no authority for repairs effected in this connection. In actuality these repairs are more important than any others in that there is, on the average, between \$12,000.00 and \$15,000.00 worth of stock stored in the warehouse and during the last rainy season a considerable loss by damage to stock by water was suffered by the Lims. The repairing of this roof is obviously not only urgent but essential.

Shelbourn P.O.
Bridge River B.C.
May 11

Dear Bill

You must pardon my laziness for not writing you sooner. Alden told me all about you and how well the stone was going, it seems like this natural course gives you plenty of extra work. I guess he told all about me and what I look like when he returned.

About that roof - Will you go ahead and get it fixed up. Will you phone up Mr. Marshall, roofing service 3540 - Horn Ave, Fairmont 1022 for I think he knows the stone and roof, he was over a couple of years ago, just got the house part and stone done over, not the garage part for I think that is alright. I have written Mr. Pratt so you send the bill into him or take it of the rent, by the way just get the roof tar or gravel - get a good job done while you at it. That gutter tank needs fixing too so get that done too. If the rain has damaged the wall paper in Fred Room please get that fixed up. If there anything else please write me Bill.

I might be getting a house to myself soon, so I would like some of that furniture sent up so I will write Alden if you not too busy. Could you give him a hand.

About that Radio Bill my father in law would like to have it sent up so could you have it crated and sent to Fred's place just mark it S.C. Parks Tellock, I told

And all about it and he said it was alright. I'll change
the standing and express to Oliver who has some money
for me, could you see to it soon, much obliged.

Many thanks for your trouble Bill and my regards
to you, Margaret and the baby. Always yours

Yours sincerely
Geo.

Bill

1763

December 11th, 1943

Mr. Gorosamon YADA,
Reg. No. 06093,
Shalalth, B. C.

Dear Sir:

Enclosed please find our cheque for \$100.00, being a portion of the rentals from 701 East 4th Street, North Vancouver.

We would appreciate a reply to our letter of November 12th in regard to the \$200.00 deducted by the tenant for repairs to the roof, septic tank and decorating, which he stated was done with your authorization. Your prompt attention to this will be appreciated.

We understand from Mr. Beacham that 29 boxes of goods, 4 cartons and 6 chairs were shipped to you by him and that the Crone Storage Co. have also shipped all the goods which you left with them for storage, including the Frigidaire; this according to our records cleans up all your chattels. Will you kindly advise us if this is correct.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

Enc.

Coroza Mon YADA

OFFICE OF CUSTODIAN

UPR. POWER B.C.

Ref. 06093, SHALATH BE

JAN 8 - 1944

Rec'd	JAN 11 1944
File No.	1763
Ans.	W. L. Wilson
Referred	W. L. Wilson

Dear Sir

Referring to letter 7/63. I'm sorry for my delay in answering your letter.

Re repairs to my building in North Vancouver I authorized them to go ahead with the repairs but not to that amount (200⁰⁰) but seeing that it is now done, it's alright. Any further repairs will be done Mr. L. D. Pratt my charister.

Re furniture of Gene Storge I have received all including my frigidaire, only leaving my radios, which I claim cannot be shipped.

Re my furniture in N. Van, Mr. Beacham has sent it all up except a few dresses, tables & chairs left. The carpets, stove are all included in the lease of the building.

Re my property Lot 1; B.L. 10; D.L. 545; 23+1 on SDN M. Van. I left this lot vacant, except we had in wooden forms ready to pour concrete in, around 1000 ft of lumber was used. Mr. Beacham wrote telling me someone removed the forms, this party told him, he got permission from the Custodian, which he bought. Mr. Beacham knows the party. I would like to know how much it was sold for. Is it possible to get a statement from you. I remain yours truly
G. W. Wilson

RIC W. PEMBERTON
RES. PACIFIC 9404

FRANK G. CAMP,
RES. DAVEN

PROPERTY MANAGEMENT
MORTGAGES

Campbell & Pemberton

REAL ESTATE AND FINANCIAL BROKERS

Telephone Pacific 9635

808 CROWN BUILDING,
818 WEST PENDER STREET.

VANCOUVER, B. C.

INSURANCE
Rec'd MAR 14 1944
File No. 1762
Ans. *FWK*
Referred *HARRIS*

March 14, 1944.

Your File No. 1752

Office of the Custodian,
Department of the Secretary of State,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sirs:

Attention Mr. F. G. Shears:

Re- Catalogue Nos. 434-435,
701 East 4th Avenue,
North Vancouver, B. C.

Further to our letter of the 8th inst., we have now to advise you that we have had a lengthy discussion with Mr. Lim in connection with the offer to purchase the above property. While nothing final or definite eventuated we feel that if you were prepared to make the adjustments as from the date of Mr. Lim's original offer in October, 1943, he could be persuaded to pay your asking price of \$5,500.00.

Mr. Lim has drawn to our attention that the roof over the house portion of the building is leaking very badly and the recent redecoration of the kitchen has been entirely spoiled and will have to be redecorated if, as and when the roof is repaired. He has received a price for repairing the roof of between \$80.00 and \$90.00. This, of course, will have to be repaired by you if the building is not sold and in our opinion should be included in the adjustments.

We hope it will be possible for you to give this suggestion immediate consideration, while we have Mr. Lim in the mood to give serious consideration to a transaction along the above lines, and advise us.

Yours very truly,

CAMPBELL & PEMBERTON.

Per. *F. G. Campbell.*

J. Drewe Pratt
BARRISTER AT LAW, SOLICITOR
NOTARY PUBLIC

CABLE ADDRESS "MACMOR"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 2284

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B.C.

April 27th, 1944.

(ATTENTION MR. MILSON)

EVACUATION SECTION	
Rec'd	APR 28 1944
File No.	176.3
Ans.	<i>[Signature]</i>
Referred	<i>Milson</i>
<i>Out to Milson</i>	

Custodian of Enemy Property,
675 West Hastings Street,
Vancouver, B.C.

Dear Sir:

RE: GOROZAEMON YADA - #1763
701 East 4th St. North Vancouver.

draw

I have received a telephone message from your office to the effect that you have sold the above party's property at North Vancouver. I wish to place myself on record on behalf of Mr. Yada that he protests against this action on your part, and does not consent to same.

I am instructed to inform you that he has requested that his furniture at North Vancouver be sent to him at Shalalth, B.C., with the exception that he may be able to sell his piano to a Mrs. R. Gillies, 758 East 3rd Street, North Vancouver, B.C.

As requested by you I am enclosing herewith copy of House Lease dated April 1st, 1942 covering residence premises at 380 Queensbury Avenue, and House Lease dated April 1st, 1942 covering store premises at 701 East 4th St., North Vancouver, from Gorozaemon Yada as Lessor to James Yuen Lim and Fred Hunt, as Lessees. When these documents have served your purpose, will you please return same to me.

I am,

Yours very truly,

J. D. Pratt

FDP:G.
Encls:

1763

April 29th, 1944

F. Drewe Pratt, Esq.,
Barrister & Solicitor,
602 West Hastings St.,
Vancouver, B. C.

Dear Sir:

Re: Gorozaemon YADA,
701 East 4th Street,
North Vancouver.

We are in receipt of your letter of April 27th enclosing copy of Leases covering Gorozaemon YADA's property at 701 East 4th Street, North Vancouver. These Leases will have to be assigned to the new purchaser, therefore we will have copies made and forward to you for your file.

not on file 2/5

X

It will be in order to sell YADA's piano to Mrs. R. Gillies provided the Japanese consents to the selling price, and we will arrange to forward to him the balance of his furniture in the house, which is not rented with the home.

Since sold by
Sp. Jada to
another party &
cash received

Should YADA require any of the articles rented with the house, it will be in order for you to write the tenant and ascertain if he would be willing to give them up. We will hold up the shipment of his chattels until we hear from you in this regard.

not clear
about this -
checking with G.D.P.
yes - included in
lease since received
dated 1/5/42

Yours truly,

G. D. Milson
Administration Department

ODM/GH

EVACUATION SECTION	
Date	NOV 16 1945
File No.	1763
Ass.	
Referred	Secretary

ROZAE MON YADA

Shalalth P.O.

Reg #06393

BRIDGE RIVER BC

Nov 14th.

1945

DEPT. of POST OFFICE
VANCOUVER BC
File # 1763

Dear Sir

Many Thanks for your letter of Nov 9th.
About this matter of 100⁰⁰ was personal ^{HOUSEHOLD} goods
sold to Mr. Tim when I was in Town last
year which consist of (DINNING TABLE, CHINA CABINET
Kitchen TABLE & CHAIRS, SMALL 316. SCALE) which I had
stored in 1 room. Since the house was sold, I had
to dispose of these things which Mr. Tim
bought and agreed to pay me on the first of
the new year 1945. So I had Mr. Pratt write
a letter demanding the 100⁰⁰ when he fail to pay
me in January. Soon afterwards I received the
100⁰⁰ so I informed Mr. Pratt on this matter.

The above goods have nothing to do with
the Venetian Blinds & carpets, which was dealt
with the Building.

I would appreciate an early settlement.

~~Not for
our profit~~

I remain

Yours truly
Rozae Mon Yada

Frederic Pratt
BARRISTER AT LAW, SOLICITOR
NOTARY PUBLIC

EXHIBIT No. 5-8-11

DATE 9 Feb 1948
FILED BY J. M. G. Hunter

CABLE ADDRESS "MACMOR"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 8884

EVACUATION SECTION	
Rec'd	JUN 5 1944
File No.	1763
Ans.	
Referred	<i>[Signature]</i>

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B.C.

[Signature] June 3rd, 1944.

(ATTENTION MR. PETERS)

Office of the Custodian,
Department of the Secretary of State,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

Your file #1763
Re: Gorozaemon Yada
701 East 4th Street,
North Vancouver

With reference to your notification to me that you have disposed of the above man's property at North Vancouver, I have today been advised by Mr. Yada that while in the City he has been endeavouring to obtain possession of the carpets installed by him on the premises at an outlay of approximately \$740.00, and the venetian blinds at a cost of \$52.00. The purchaser, whom I understand is one Jim Lim, refuses to deliver up the carpets and blinds and contends that they were included in the sale by you to him of the real property. In your letter to me of the 22nd ultimo you advised that you only sold the real property. I would appreciate an assurance from you that you have not disposed of the chattels in question.

I also wish to bring to your attention that when the property was leased on February 1st, 1942 by Mr. Yada to James Yuen Lim and others, he conceded the sum of \$25.00 in order that they could make certain alterations to the front of the store. These alterations were never made and the tenants, in my opinion, should return the sum of \$25.00 that was retained by them. Will you kindly therefore let me know what settlement has been made with the tenants when they gave up possession of the property.

FDP:G.

I am,
Yours truly,

[Signature]

Frederic Pratt
ATTORNEY AT LAW, SOLICITOR
NOTARY PUBLIC

EXHIBIT No. 55-10
DATE 9 Feb. 1948
FILED BY J. W. G. Hunter

Shear
CABLE ADDRESS "MACKER"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 8884

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B.C.

June 15th, 1942.

Custodian of Enemy Property,
506 Royal Bank Bldg.,
Hastings and Granville Sts,
Vancouver, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
JUN 16 1942

Dear Sir:

Re Yada , Gorozaemon
Your No. 1763

I beg to refer to your letter of the 1st instant herein. In connection with this man's property I am now advised that he has left the defence area and has taken up residence at Shalalth P.O. Bridge River, B.C.

This man's property at North Vancouver consisting of a grocery business and dwelling house was on the 1st of April leased to James Y. Lim and Fred Hunt and at the same time these gentlemen purchased the stock and fixtures of the grocery business heretofore carried on by Mr. Yada . At the same time Mr. Yada executed a power of attorney in my favor with instructions to manage the property. That is, out of the rents totalling \$90.00 a month I am to pay the taxes and such other assessments as are levied against the property, and to look after the repairs to same. The balance is to be deposited in Mr. Yada's Savings Account No. 441 in the Royal Bank of Canada

Custodian of Enemy Property

- 2 -

North Vancouver. For these services I am to receive
\$5.00 a month .

Will you kindly advise me if this
arrangement is satisfactory to you.

I am,

Yours very truly,

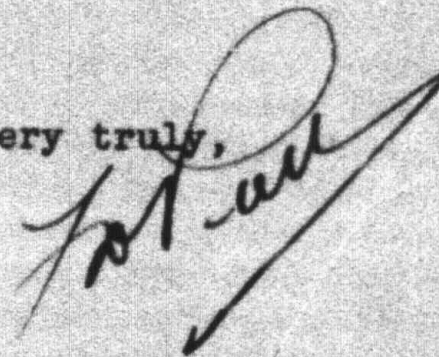
A handwritten signature in dark ink, appearing to be "J. A. [unclear]", written over the typed signature line.

EXHIBIT No. 55-9
DATE 9 Feb. 1948
FILED BY J. W. G. Hunter

GORO ZAE MON YADA
Reg # 06093
SHALATH B.E.
Oct 5/45

OFFICE OF CUSTODIAN
VANUEWER B.E.
File # 1763

EVACUATION SECTION
OCT 9 1945
File # 1763
Name [Signature]
Address [Signature]

W. 10-45

Dear Sir

Re your letter of Oct 2 - 1945
I would like a settlement first on my
house, re venetian blinds & carpets before
Mr. Mune Pratt is paid for his legal
services

This carpets was laid down in 1941
at the cost of 600⁰⁰ and it was leased to
William Tim for two years. It in 1942. The
house & property was sold in 1944

Is it up to the Custodian to have these
matters settled up for us. Otherwise inform
Mr. Mune Pratt that I want immediate
action on my venetian blinds & carpets

I would ~~like~~ appreciate an answer
soon as possible. Thanking you for
your letter. Remain

Yours truly
Goro Zae Mon Yada

**BARRISTER AT LAW, SOLICITOR
NOTARY PUBLIC**

VANCOUVER, CANADA

602 HASTINGS ST. WEST

VANCOUVER, B.C.

May 19th, 1944.

(ATTENTION MR. PETERS)

EVACUATION SECTION

Rec'd MAY 20 1964

File No. *100-3*

Ans. *[Signature]*

Referred *Peters*

Office of the Custodian,
506 Royal Bank Building,
675 West Hastings Street,
Vancouver, B.C.

Dear Sir: Your file #1763 - GOROZAEMON YADA
 701 East 4th St. North Vancouver

I beg to confirm advice from your Mr. Peters of this date to the effect that you have now sold the above property which I understand comprises residence and store on Lots 1 and 2, Block 24, D.L.273, for \$5,200.00.

On behalf of my client I wish to place myself on record in protesting against the sacrificing of this property at that price. The rental of \$90.00 a month, with taxes of not more than \$150.00 a year, would indicate that the property is worth far more than the price you have now obtained. I would appreciate it if you would let me have particulars of the appraisal you have had of this property, as it is my intention to have this matter further investigated, as I feel an injustice has been done to Mr. Yada in selling this property at such a low figure.

Will you kindly advise me what this sale includes; have you taken steps to protect Mr. Yada's ownership in the fixtures in the house and store?

I am,

Yours very truly

FDP:G.

210 CAMPBERTON
RES. PACIFIC 5400

PROPERTY MANAGEMENT
MORTGAGES

Campbell & Pemberton

REAL ESTATE AND FINANCIAL BROKERS

Telephone Pacific 9635

506 CROWN BUILDING,
616 WEST PENDER STREET.

VANCOUVER, B. C.

FRANK G. CAMPBELL
RES. BAYVIEW 2728L

REC'D	9-1944	INSURANCE
Rec'd		APPRAISALS
File No.	1763	
Ans.		
Referred		

Your File No. 1763.

February 7, 1944.

Office of the Custodian,
Department of the Secretary of State,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sirs:

Attention Mr. F. G. Shears:

Re- Catalogue Nos. 434 & 435
701 East 4th Avenue

On October 4, 1943 we submitted a tender on behalf of our client, Mr. John Lim, to purchase the above property for the sum of \$4,000.00 cash. Subsequently our client's certified cheque for \$400.00 was returned with the advice that no offer could be considered under \$5,500.00. As the appraisal which we had obtained for our client, prior to his making the above offer, was approximately \$3,600.00, our client was naturally not interested at the price quoted by you.

In view of special circumstances surrounding this situation, we feel it would be advisable for you to give this matter further consideration.

The building on this property consists of store premises and residential portion at the rear presently rented to the Lims, who own the business. The buildings themselves were built by the Japanese and are very light and of poor construction, our appraiser expressing surprise that certain portions of the building had been passed by the Building Inspectors. It would seem that the value placed by you on this property was determined almost entirely on the revenue therefrom.

This building has never been considered satisfactory by the Lims for the permanent location of their business - they have suffered considerable loss to stock from water and frost. With a view to building their own properly constructed and modern store, the Lims purchased, last year, two vacant lots on the opposite corner, marked "A" on the attached sketch. This is a preferable location in view of the car stop as shown. You will note from the sketch that this intersection is not built up at all, the business carried on by the Lims consisting almost

February 7, 1944.

Office of the Custodian, (Continued)

entirely of telephone orders and delivery service. In our opinion it would be impossible for two stores at the same intersection to operate profitably.

The reasons underlying Lim's offer to purchase were, first, to determine the high rental being paid and secondly, they could make use of the present store premises for storage tearing down or ignoring the present warehouse in the rear which is so poorly constructed, after they had built the new store. These considerations do not warrant their paying your asking price of \$5,500.00, which is apparently based on revenue, not on real value.

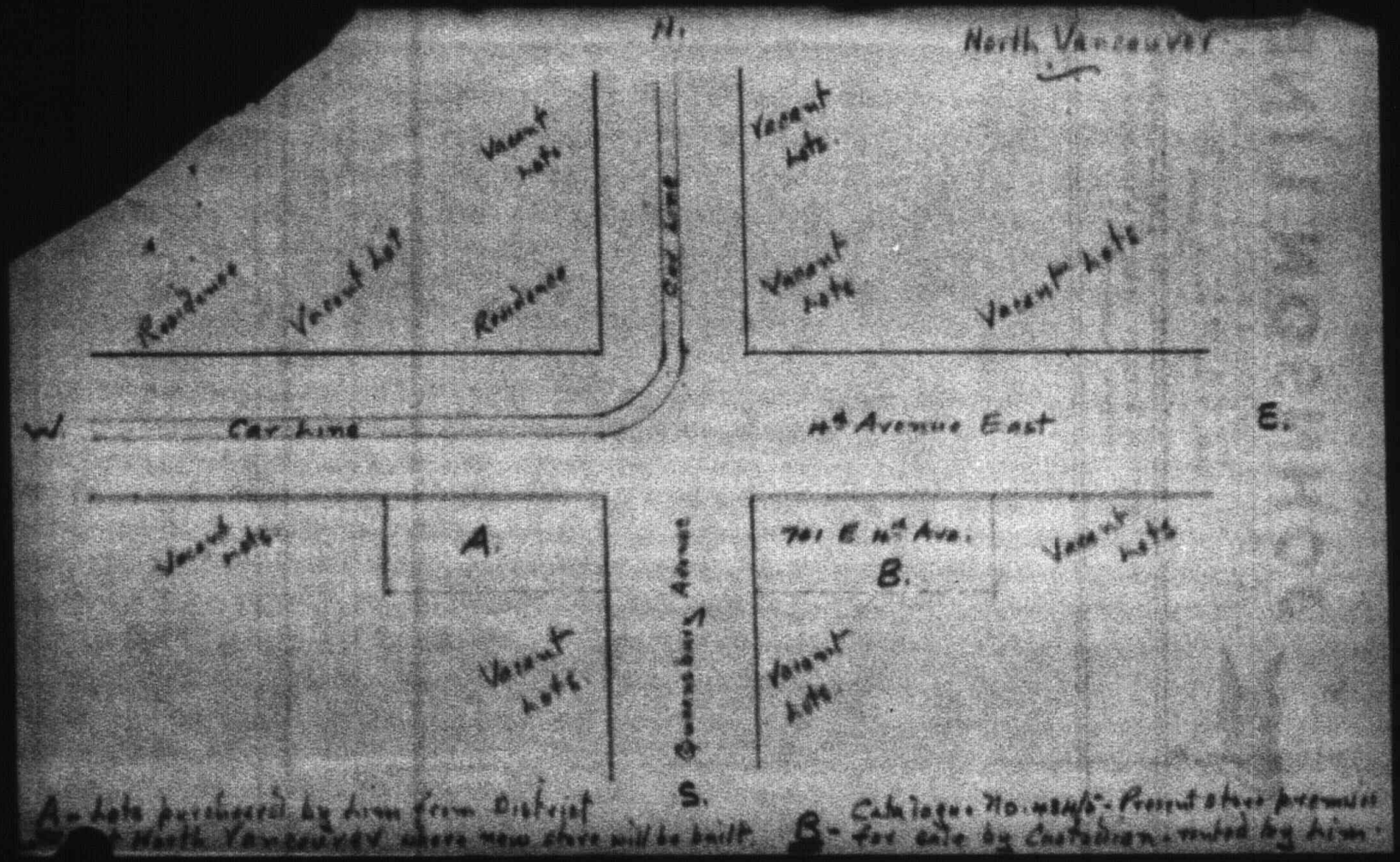
What we wish to draw to your attention is that on the completion of the new store and transfer of the Lims' business thereto, there will, in our opinion, be no demand for this property either for purchase or for rent, except at a fraction of the present asked price or rental.

If you can reconsider your valuation in light of the above information, we feel there is a possibility of persuading our clients to increase somewhat their previous offer in order to meet a reduced asking price. This would appear to be in the interests of the Japanese owner as, on the Lims' plans being completed, this property will probably become a liability instead of an asset.

Yours very truly,

CAMPBELL & PEMBERTON.

Per. *F. G. Campbell.*



HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

LICENSED TRUSTEE
IN BANKRUPTCY

VANCOUVER, B. C.
EVACUATION SECTION
Rec'd OCT 13 1944
File No. 1763
Ans. *[Signature]*
Referred *[Signature]*
over to you

TELEPHONE
PACIFIC 1357

October 12, 1944.

Mr. F. Drewe Pratt,
Barrister,
311 - 602 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re- G. Yada
701 East 4th Street,
North Vancouver, B. C.

From a conversation the writer had with Mr. Milson of the Custodian's Office on Tuesday, there seems to be a misunderstanding as to the situation which has developed in connection with certain chattels situated on the above premises.

You wrote me on June 14 of this year in this connection, as the result of which the writer called at your Office and discussed the matter. You made the suggestion at that time that a definite price should be paid for the venetian blinds by my client, Mr. J. Y. Lim, and that the carpets in question should be appraised by any mutually satisfactory appraiser and Mr. Lim should pay to your client, Mr. Yada, half of the appraisal value.

On the 20th of June the writer again called at your Office and advised you that I had discussed the matter with my client who was agreeable to your suggestion, and was prepared to proceed with the deal on that basis.

However, on thinking the matter over you apparently were doubtful as to whether the offer advanced by you to me agreed with the instructions which you had previously received from your client, and requested me to let the matter rest until you had obtained confirmation of this arrangement from Mr. Yada.

Since that time the writer has not heard from you, with the exception of an accidental meeting on the street, at which time the writer asked you if you had heard from your client and you advised that you had and would be contacting me in that connection in due course. To date I have had no communication from you of any kind.

The reason I am drawing this matter to your attention is that Mr. Milson advised me that you were awaiting some action on my part in the matter, which seems to be entirely contrary to the actual situation.

Yours very truly,

H. D. CAMPBELL.

Per: *[Signature]*

RCM:JM

File
No. 1763

ANALYSIS OF
CLAIM
RE CHATELS

December 29, 1947

PERSONAL PROPERTY
SECTION

Gorozaemon YADA,
Reg. No. 06093

CLAIM \$550.00	Jap. val'n	Remarks
Venetian Blinds	50.00	With the exception of Venetian Blinds and Carpets all the chattels of Gorozaemon YADA in the protected area of British Columbia before, at or subsequent to his evacuation May 11/42 have been satisfactorily accounted for
Carpets(laid in 5 rooms)	500.00	
Total -- -	\$550.00	

and YADA is not making any claim in respect to them.

The Venetian Blinds and Carpets, however, have been the subject of considerable correspondence culminating in a memo, dated October 10, 1947, from which we quote as follows:-

"Regarding the Venetian Blinds and Carpets, which were retained by the tenant after he purchased the property, Mr. F. Drewe Pratt stated he had written several letters to Mr. Lia but had failed to make any satisfactory settlement. He stated he would communicate with Mr. YADA for instructions regarding taking action in this connection and agreed that this matter was not the responsibility of the Custodian."

The records indicate that these articles did not come under the control of the Custodian but were the concern of F. Drewe Pratt, Barrister, acting on behalf of YADA and holding his Power of Attorney.

B.R. Dusenbury
B.R. Dusenbury,
Office of the Custodian.

File No. 1763

ANALYSIS OF
CLAIM

December 29th, 1947

REAL PROPERTY
SECTION

Gorozaemon YADA
Reg. No. 06093

REAL ESTATE: -(a) Lots 1 and 2/24/273 known as 701 East 4th Street (or 380
Queensbury Avenue) North Vancouver, B.C.
Catalogue #434 and 435
and (b) -Lot 1/B/1-10/215/545 located at 23rd and Lonsdale Avenue,
North Vancouver, B.C.
Catalogue #433

Gorozaemon YADA claims on these
2 Realities (gross)

(a) 701 East 4th Avenue, Cat. #434-5 - \$12000.00
(b) 23rd and Lonsdale- Cat. #433 - 2000.00

Sale Price - Catalogue #434 and 435 Gross - \$5200.00
Sale Price - Catalogue #433-Gross 850.00

Appraisal -Cat. #434 & 435
(1943) North Vancouver Realty (E.N. Copping)
Ltd. - \$5500.00
(1944) " " " " 5000-5100.00

Appraisal Cat. #433
North Vancouver Realty (E.N. Copping) Ltd. \$ 775.00
(\$750.00 - \$800.00)

Tenders - Cat. #434 and 435
John Lim - 4000.00
" " 5200.00

Acceptance of tender \$5200.00

Tenders - Cat. #433
James Y. Lim 650.00
Henry Ford 775.00
Standard Oil Co. of B.C. Ltd. 850.00

Acceptance of tender \$850.00

Less - Deduction by Claimant

Net amount claimed on these 2 Real
properties

5685.82

8314.18

B.R. Dusenbury
Office of the Custodian.

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E
(THE HONOURABLE MR. JUSTICE H.I. KIRD, COMMISSIONER)

10

Kamloops, B.C.,
February 9th, 1948.

IN THE MATTER OF THE CLAIM OF
GOROAKIYON YADA.

PROCEEDINGS AT HEARING.

20

APPEARANCES:

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

P. BREWE PRATT, Esq., appearing for the
Claimant.

A. WATSON, Esq., Secretary.
G.H.E. UPTON, Esq., Official Interpreter.
G. HAMBLETON, Esq., Official Reporter.

30

THE COMMISSIONER: The Government defence, Mr. Hunter?

MR. HUNTER: It will be my endeavour, my Lord, to show that these properties with the real property were sold for their fair market value. I shall also endeavour to show that the question of the carpets is my learned friend's responsibility as he was looking after the property on behalf of the claimant. I should like to --

THE COMMISSIONER: There is a claim for loss of carpets, is there?

MR. HUNTER: There is a claim for the price of carpets laid in five rooms, on page 2 of the claim, my Lord.

THE COMMISSIONER: Yes, but how does the claim arise -- loss of them, or the sale with the property?

MR. PRATT: If I can assist here. Briefly, the facts are these: Mr. Yada, when he was evacuated, rented the property to a Mr. Lim, and his associates, a Chinese company, and they took over the store and the house in conjunction with it. In that house were these carpets that had been laid, and some Venetian blinds. The Custodian, when he sold the property, did not take into consideration the value of these carpets and the Venetian blinds.

THE COMMISSIONER: I see; and they were delivered along with the real property?

MR. PRATT: They went with the real property.

MR. HUNTER: I should also like to call to your Lordship's attention that in the claim the amount which has been credited to the Custodian is

Apparently some net amount. The actual amount received, gross amount from the sales, is \$6,050.00, which would reduce the claim on page 1 to \$7950.00, my lord.

THE COMMISSIONER: Well, what is the explanation?

MR. HUNTER: The difference between the gross and the net under your Lordship's ruling.

THE COMMISSIONER: Commission, and so forth?

MR. HUNTER: That is right, my lord, and adjustments, of course.

MR. PRATT: All right. Now, my lord, I have endeavoured also to compile these forms, or complete these forms, and they are divided into three: one deals with the vacant property at Fourth Street, North Vancouver, and the other with the business and residence property at Lonsdale Avenue, and 23rd Street, North Vancouver, the third form deals with these carpets and four Venetian blinds we have discussed.

THE COMMISSIONER: It would be well if you have those verified.

MR. PRATT: Very well, my lord.

GOROSAMON YADA, the Claimant herein,
being first duly sworn,
testified as follows:

DIRECT EXAMINATION BY MR. PRATT:

Q What is your full name, sir?

A Gorosamon Yada.

Q Mr. Yada, before you were evacuated from the Coast, what was your business?

G. Yada,
In Chief.

A Retail merchant.

Q Retail merchant. Whereabouts?

A North Vancouver.

Q In North Vancouver. Did you own certain real properties over there?

A: Yes.

Q Where was this retail store of yours located?

A At 4th and Queensbury, North Vancouver.

Q 4th --

A: 701 Fourth

Street East.

10 Q 701 Fourth Street East, I see. Would you describe to his Lordship what it consisted of?

A A store and warehouse and an eight room dwelling.

Q And an eight room dwelling?

A: Yes.

Q How long had you had that property?

A Well, I had taken it over from my father.

Q When?

A: In 1932.

Q In 1932 you took it over from your father.

I show you this form made up by you regarding this property. Can you verify what is on there?

20 You have signed it, have you?

A Yes, I have, yes, sir.

Q I see.

MR. PRATT: This form, my lord, is the property where the commercial business was carried on.

THE COMMISSIONER: That is Exhibit 1.

MR. PRATT: Exhibit 1.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. PRATT: Q: Now, Mr. Yada, you had another piece of real property; where was that located again?

30 A 23rd and Lonsdale.

Q 23rd and Lonsdale. What did that consist of,
what was that property?

A One lot about 60 x 140.

Q One lot, 60 x 140? When did you acquire that lot?

A 1941.

Q In 1941. What did you pay for it?

A \$550.00.

Q \$550.00.

from the City Tax Sale.

A: It was bought

10 Q Tax sale?

A: Yes.

Q I show you the form you have completed in regard
to that property. Do you identify that?

A Yes, sir.

Q Is that your signature on there?

A Yes.

MR. PRATT: I submit that, my lord, as Exhibit 2.
THE COMMISSIONER: What is the price?

MR. PRATT: The price was \$550.00, that is what it was
bought for, and he is claiming \$2550.00 for it.

20 THE COMMISSIONER: I see.

(STATEMENT MARKED EXHIBIT N O. 2).

MR. PRATT: Q: Now in your property at 702 Fourth
Street, you are claiming. I see, for some carpets
and four Venetian blinds and you have completed
this form, have you, the condensed form of claim?

A Yes.

Q Is that your signature on there?

A Yes.

MR. PRATT: All right, I submit this as Exhibit 3, my
30 lord.

6
G. Yada,
In Chief.

(STATEMENT MARKED EXHIBIT NO. 3).

THE COMMISSIONER: This property, I take it, Mr. Pratt, was a rented property, was it? or is there no claim on the real estate?

MR. PRATT: The claim is on the real estate, my lord, yes.

THE COMMISSIONER: Oh, I see, this is real property shown in Exhibit 1.

MR. PRATT: Yes, there are two real properties, my lord.

10 THE COMMISSIONER: I appreciate that, but the blinds and carpets were on No. 1.

MR. PRATT: On No. 1, yes.

THE COMMISSIONER: Yes.

MR. PRATT: Q: Now, Mr. Yada, you are claiming in respect of the commercial property a valuation of some twelve thousand dollars?

A Yes.

Q Could you give us some indication of how you arrived at that figure? A: At the

20 time it was sold I did consider it was worth \$12,000.00.

Q You considered it was worth \$12,000.00. Did you do anything to the building at any time; did you put any money into it?

A It was rebuilt in 1932.

Q At what cost?

A: At approximately \$5000.00.

Q \$5000.00. And did you add anything after that to it?

30 A: And in 1938 there was a warehouse built, oh, approximately

G. Yada,
In Chief.

\$1500.00.

Q Approximately \$1500.00. Was there anything further done to it?

A: I think it was re-painted in that year, but that was about all that was done.

Q It was re-painted in that year. When you were evacuated, you rented this property, did you not?

A Yes.

Q You entered into a lease with whom?

10 A Mr. Lim and Fred Hunt.

Q Mr. Lim and Fred Hunt. What were the terms of that lease?

A: Five years' lease at \$90.00 a --

Q A month?

A: A month.

Q Five years' lease at \$90.00 a month. Did you receive any offer for the property at that time?

A At the time of negotiations there was -- they offered to buy it for \$10,000.00.

Q Mr. Gordon Lim and Mr. Hunt offered to buy it for \$10,000.00, I see.

20 A: Because they thought -- \$90.00 -- it was better to buy it, and if they could buy it reasonable enough instead of paying \$90.00 --

Q Yes, I see. And you at that time made a deal whereby you turned over the grocery business there was to these people?

A Yes, sold that personally, yes.

Q And what was your turnover in that business?

A Approximately about \$70,000.00.

30 Q Approximately \$70,000.00 per annum, was it?

G. Yada,
In Chief.

A Yes.

THE COMMISSIONER: Well that wouldn't affect the value of the real estate, would it?

MR. PRATT: Well, my lord, I submit, to some extent, it would.

THE COMMISSIONER: I appreciate it might be some indication of the worth of the site.

MR. PRATT: You see, my lord, if the property had been sold to some other type of business, then I would naturally agree, but here were these people who rented the property from Mr. Yada, who carried on the business, and I submit there was some value in that goodwill.

THE COMMISSIONER: Well, I have ruled out goodwill, Mr. Pratt, except from the point of view of a sale of a business as a going concern.

MR. PRATT: Yes, my lord. I can't want to labour it, but, nevertheless, --

THE COMMISSIONER: I get your point.

MR. PRATT: -- to these people who bought it I would say that that would certainly enhance the value of that real property.

THE COMMISSIONER: Did this man Lin buy it from the Government?

MR. PRATT: I beg your pardon, my lord?

THE COMMISSIONER: Did this man Lin buy it from the Government?

MR. PRATT: Yes. Just in that connection, my lord, I draw your attention to the notes I have made on this form I that the valuation was made as of

G. Yada,
In Chief.

November 6th, 1943, the sale by the Custodian was made a year later.

THE COMMISSIONER: Yes.

MR. PRATT: Or not a year later, a matter of six or eight months later.

Q Now, Mr. Yada, let us take the next property you have described on Exhibit 2. Where was that located and what was the nature of it?

10 A 23rd and Lonsdale, North Vancouver. It was a vacant lot bought from the City Hall on June 1st, 1941. We took out a permit for \$5000.00 building to be built on that property and we had excavated ready for the building, and approximately six months' work done on it and we had the concrete forms already put in, ready for the concrete to be poured in the spring.

Q You had put in your concrete forms and you had excavated it and you said this had taken about six months?

A: Six months, yes.

20 Q I see. I notice that you are claiming the value at the time you excavated of \$1350.00?

A Yes.

Q And you base that, do you, on this work that you had done?

A: Yes, on the work that was done and the value of the property.

Q What was the original value to you of the property?

A: \$550.00.

Q \$550.00. And had you received any offer for this property?

30 A: No, we have only had it for six months and we had intended to

G. Yada,
In Chief.

build ourselves.

Q I see. Well, now, Mr. Yada, going back to the first property we had discussed here, you have set out a claim for these Venetian blinds and carpets?

A: Yes.

Q Would you tell his Lordship -- let us take the carpet item first -- when did you acquire these carpets and what did you pay for them?

A Four carpets were laid in the first part of the year.

Q What year?

A: 1941.

Q In 1941, at a cost of how much?

A \$470.00.

Q \$470.00.

A: And a

second carpet --

Q Just a minute, please.

A: Oh, sorry.

Q Where did you buy these carpets, Mr. Yada?

A David Spencer's.

Q David Spencer's. I show you a document; what is this?

A: That was

a receipt for the four carpets laid.

Q What is the date of it?

A: February

17th, 1941.

Q That was \$470.00?

A: Yes.

MR. PRATT: I tender this as Exhibit A.

(RECEIPT MARKED EXHIBIT NO. A).

Q That is \$470.00 receipt you paid for --

A Four carpets.

Q For four carpets?

A: And then

we had one more laid in July of 1941 at \$140.00.

G. Yada,
In Chief.

Q \$140.00.

A: From the same company which I have no receipt for.

Q You have no receipt?

A: Well, I guess I have, but I haven't one right now.

Q You haven't been able to locate it, is that it?

A No.

Q That makes a total of \$610.00, is it, you have paid for these carpets in 1941?

A Yes.

10 Q All right. You claim in respect of these, by the way, these carpets, \$500.00?

A Yes, or approximately. I would like to have a fair price on it.

Q All right. Then the four Venetian blinds you are claiming \$50.00?

A: Yes.

Q Would you tell his Lordship when you acquired them, and at what price?

A They were acquired in 1940, I think it was in the summertime, I am not exactly sure, and they cost \$52.00, and the carpets and Venetian blinds were on a lease drawn up at the time of --

20

Q All right, we will come to that, but you are claiming \$50.00 for these four Venetian blinds which cost you \$52.00?

A: Yes.

Q Will you tell his Lordship the circumstances under which you left these carpets and Venetian blinds?

A: That was leased on a lease up to Mr. Lim and Mr. Hunt. They were supposed to take care of the house while I was evacuated.

30

G. Yada,
In Chief.
Cross-Exam.

Q Yes. A: That's about all, I think.

Q Well, did you make any deal to sell them to Mr. Lim and Mr. Hunt? Did you make any deal to sell them these carpets or blinds?

A Well, I asked them to have an appraiser appraise them and I would take what the appraiser said they were worth.

Q Did you ever get anything from them for them?

10 A No, I never received anything.

Q And these were in the properties that were taken over by the Custodian, were they?

A Yes.

MR. PRATT: Yes, all right.

THE COMMISSIONER: Q: Did you declare these carpets and blinds in your J.P. Form?

A Yes.

THE COMMISSIONER: All right, Mr. Hunter.

20 CROSS-EXAMINATION BY MR. HUNTER:

MR. HUNTER: I should like to first call to your Lordship's attention that the valuation which my friend said was made almost a year before--

MR. PRATT: I said six months before.

MR. HUNTER: --six months before, that there was another valuation which was made in April, 1944, my Lord, considerably before the sale which was a lower valuation than the previous one, and which will be put in in evidence when we are putting in our --

30

G. Yada,
Cross-Exam.

THE COMMISSIONER: You would prefer to put them in later, would you?

MR. HUNTER: I could put them in now, my lord.

MR. PRATT: I would certainly want to cross-examine Mr. Copping. I don't mind if my friend puts them in now or not, but I would like to cross-examine.

THE COMMISSIONER: You can put them in later; you are simply calling it to my attention. There was a valuation in April, 1944.

MR. HUNTER: Q: Attached to this valuation of the 17th of April, 1944, there is a sketch showing the relative positions of the buildings. Would you say that sketch is reasonably accurate?

A Yes.

THE COMMISSIONER: Just to avoid any possible question later on, I think perhaps you had better mark that document, either for identification or in some way, so there is no question about what document you put before the witness. Have it marked for identification -- "A" for identification.

MR. HUNTER: Just mark it "A", my lord?

THE COMMISSIONER: Yes.

(SKETCH MARKED "A" FOR IDENTIFICATION).

MR. HUNTER: This is a valuation of Mr. Copping of the North Vancouver Realty, H.E. Copping, my lord, dated the 17th of April, 1944, and addressed to Mr. Shears, Director of the Department of the Secretary of State. It is referring to Lots 1 and 2 upon which the business, the store,

G. Yada,
Gross-Sum.

the dwelling and the warehouse were situated.
THE COMMISSIONER: All right, I think that is sufficient
for future purposes.

MR. HUNTER: Q Now in this report, Mr. Yada, Mr.
Copping states that, "The roof over the older
portion of the building evidently leaks
badly".

What have you to say as to that?

10 A Well, I think it was in November, if I remember
right, in 1943--they had wrote me previously
regarding that and I told them -- I gave them
instructions to have it repaired, which they sent
Mr. Pratt a bill for \$90.00 for the repair of the
roofs which were supposed to be put in good shape.
I asked them to have a reliable man fix it up
and they charged \$90.00.

Q You didn't know whether it was still leaking in
April '44 or not?
A: No, I
don't.

20 Q What were the foundations under that old building?
A Of concrete.

Q And what was the drainage?

A There was tile drainage around the outside of the
buildings and there was no cement floor underneath
the house.

Q In this report he says that, "There is evidence of
dryrot in places"; is that correct?

A I think so in parts -- the older part of the
building.

30 Q He said, "The heating plant, judged from Occidental

G. Yada,
Cross-Exam.

standards, appears inadequate." What have you
to say as to that?

A: Well, yes,
I guess so. It served the purpose all right, but
it wasn't what you call up-to-date.

Q Now he says, "The plumbing system, though sat-
isfactory from an Oriental point of view, does not
measure up to ordinary standards, to wit, there
is an excellent Pembroke bathtub in the house
but it is set up in the basement and for most
people much of the plumbing system would need
to be altered". What have you to say as to that?

A Yes, just the bath was down in the basement and
the rest of the plumbing fixtures were upstairs.

Q And when he says, "Much of the plumbing system
would need to be altered", is he correct when he
says that? That is, if he were selling to an
Anglo-Saxon, that is an Occidental?

A Maybe the bathtub, just the bathroom only.

Q Wouldn't that necessitate considerable changes
for drainage, and so on?

A No, I don't think so, not very much.

Q Now, you were talking about this other vacant lot
of yours. You were proposing to build what there?

A Store building.

Q Store building? A: Yes.

Q And what was around there in the form of build-
ings?

A: There was
a -- there would be a vacant lot and then there
was another large building on one side and in
front of it was the North Vancouver High School

G. Yada,
Cross-Exam.

and about a block south was Lonsdale Public School which there were two or three smaller buildings.

Q What was it, all business or mixed?

A Well, mostly business.

Q What kind of a store were you proposing to build?

A A retail store, grocery store.

Q And you had got to the point where the excavations were made and the forms were made for pouring the concrete, is that right?

10 A Yes.

Q And that had taken you six months?

A Yes, roughly six months, that is with one person working.

Q Yes. In other words, it was the kind of thing that would take a normal builder a maximum of a week and he would probably do it in about three or four days, isn't that right?

A No, I don't think so because there was a lot of work, because there was about two to three feet
20 of earth to be removed.

Q Yes. They would remove that in half a day now.

A Maybe they do now.

MR. PRATT: If you pay the cost of a bulldozer, yes.

MR. HUNTER: Q Yes, I know. I am talking about modern methods of construction; they put a bulldozer in and do it in half a day, isn't that right?

A Maybe so.

Q And they build the forms very rapidly -- a skilled
30 carpenter, isn't that correct?

G. Yada,
Cross-Exam.

A Yes.

Q And the size of this excavation?

A 60 x 80.

Q And I presume that excavation would have some value to you? A: Yes.

Q And why do you consider it would have any value to a purchaser? A: Well, if

10 a person was going to do any building, any person-- for instance, a gas station or any building, he would have to excavate the property to build.

Q But would it be likely the building they would plan would be the same size as yours?

A Well, maybe not the exact size but near.

Q In other words, the forms would have to be changed if they weren't going to adopt your plans, isn't that correct? A: Yes, but

we had no intention of selling that.

Q No, but we are trying to arrive at fair market value. A: Yes, yes.

20 THE COMMISSIONER: Q: I suppose the enhancement of value that you are seeking to recover relates to a rise in property more than it does to the value of any excavation, isn't that true? You see, you are claiming nearly \$1000.00 profit on your purchase?

A Yes. We consider the work we had done on it was of some value.

Q So you don't rely entirely on the general rise in property values; you do attribute some value to the work you had done?

G. Yada,
Gross-Kush.

A Some work and the value of the property.

THE COMMISSIONER: Yes, all right.

MR. HUNTER: Q: Now let us go back to this other property where you had the store, the dwelling and the warehouse.

A Yes.

Q When were the store and dwelling originally built; do you know? A: Oh well,

the store was rebuilt in 1917 after a fire, and then the whole thing was rebuilt over in 1932.

Q What is when you rebuilt it, but it was a very old building when you decided to renovate it or rebuild it? A: Yes, it

was--

Q And how did you go about renovating it; was it just a question of shoring it up or --

A We tore the residential part out altogether and built it new.

Q You built a new house?

A: Just

20 the store foundation is the older part.

Q The store and the foundation, or the store foundation?

A: The store

foundations and parts of the store.

Q You built a new store and new house?

A The warehouse and dwelling is new.

Q Yes.

MR. HUNTER: You haven't a photograph of that place, have you, Mr. Pratt?

MR. PRATT: No, I haven't. I think it is in the
30 Custodian's file.

G. Yada,
Cross-Exam.

MR. HUNTER: Q: They are frame, are they, these buildings?

finish.

A: Yes, stucco

Q: How are they finished inside?

A: Plaster.

Q: Plaster. Two storeys?

A: No, one.

Just one storey is plastered.

Q: And the roof is flat or peaked?

A: Flat.

10 Q: That is, for both the store and house? They are built together, are they?

A: Yes, all built together.

Q: The warehouse you built in 1938, you said?

A: Yes, yes.

Q: What was that?

A: That is just a stucco finish outside, but wasn't finished inside, just shelving put inside, shelving and benches.

Q: Just sort of shiplap inside?

A: Outside, yes, full concrete inside.

20 Q: Yes, but the finish inside is?

A: Yes, that is just not finished.

Q: Just the 2 x 4's and the shiplap?

A: Yes.

Q: And you said it was a concrete foundation, did you?

A: Foundation and floor.

Q: And floor?

A: Yes.

Q: I see. It is just almost sort of sitting on the ground, is that the idea?

30 A: Yes.

THE COMMISSIONER: Q: That was 1938?

A: '38, yes.

MR. HUNTER: Q: How big is that?

A: 30 x 48. I think it was 48 or 50.

Q: One story?

A: One story,

yes.

Q: What kind of a roof had that?

A: That is a flat roof.

Q: Now you say Lim and Hunt offered to buy it for
10 \$10,000.00. When was that?

A: That was at the time of negotiations to sell the
store in 1942, in March, I think it was.

Q: How definite was their offer?

A: Well, they wanted to buy it and they thought they
would rather buy the whole building instead of
paying \$90.00 a month rent and they offered to
buy it for \$10,000.00.

Q: This was a verbal offer, was it?

A: Yes.

20 Q: And what did you say to that?

A: I told them I wasn't interested because I didn't
want to sell it at that time.

Q: Did you think it was a fair offer?

A: Well it was a good offer but it wasn't enough to
tempt me to sell.

Q: Well if you had been thinking of selling, you
might have thought that was quite a reasonable
offer?

A: Well no, I
thought it was worth a little more than that at
that time.

G. Yada,
Gross-Regent

THE COMMISSIONER: Q: At that time I suppose you hoped to get back to the Coast, did you?

A Yes, sir.

Q That was the reason for your refusal?

A Yes, sir.

MR. HUNTER: Q: What did that \$10,000.00 include? Did it include any of the stock-in-trade?

A No, that was sold privately.

Q That was just for the real property, was it?

10 A Just for the real property.

Q Now regarding these Venetian blinds and carpets, what were your instructions to Mr. Pratt in connection with these?

A Why, I asked him to get a — because they were leased to them — to get a fair price for them, and there were a few letters between Mr. Pratt and Mr. Lim, but Mr. Lim never seemed to come to any definite figure.

Q Well, you were relying on Mr. Pratt to negotiate this, weren't you?

20 A Yes, because he had the lease for the building at that time.

Q And even when the sale was made, there were still negotiations going on between Mr. Pratt and Mr. Lim?

A: I don't know at that time if there was or not. I remember the Custodian writing me, too, about it.

Q But the Custodian didn't purport to sell the carpets with the house, did he?

30 A Well, they wrote and said they will make some

G. Yada,
Cross-Exam.

price but there was nothing done.

THE COMMISSIONER: Well now, if there is such a letter it ought to be put in.

MR. HUNTER: That is what I am just trying to find, my lord.

THE COMMISSIONER: Yes.

MR. HUNTER: Q: That is a letter of May 2nd, 1944, addressed to you. Did you receive that letter?

10 A Yes, I received that but this settlement was for goods that I had left in the house.

MR. PRATT: That has nothing to do with the blinds, Mr. Hunter.

MR. HUNTER: It says so right there.

MR. PRATT: Well it is wrong, because I didn't make that statement.

MR. HUNTER: Well, I will put it in. This is a letter, my lord, dated May 2nd, 1945.

THE COMMISSIONER: Has Mr. Pratt the original letter?

20 MR. PRATT: No, my lord, I haven't, and there is a letter in that file in which the Custodian writes to this effect, sir: that he has endeavoured to make a settlement about it.

THE COMMISSIONER: You will be free to deal with that, Mr. Pratt, later. The witness acknowledges having received the original of this letter, does he?

MR. HUNTER: Yes, my lord. It is a letter addressed to the witness from G.D. Nilson of the Administration Department of the Custodian, which says (reading).

30 THE COMMISSIONER: The date of that letter?

G. Yada,
Cross-Exam.

MR. HUNTER: May 2nd, 1945.

(LETTER MARKED EXHIBIT NO. 5).

MR. PRATT: My lord, in admitting that letter, I want to make this objection now; that I at no time made the representations that are contained in that letter.

THE COMMISSIONER: You will be free to say so, Mr. Pratt. There is no occasion to call counsel. I will take counsel's statement to that effect now.

10 MR. HUNTER: A letter dated May 25th, 1945, addressed to Mr. Yada.

Q Did you receive that letter?

A I don't know. I couldn't say if I did or not. I don't remember.

MR. HUNTER: This is a copy of a follow-up letter to the original, my lord, addressed to the witness from the same member of the Custodian's office and it merely says: (Reading). I should like to put that in even though the witness doesn't

20

(LETTER MARKED EXHIBIT NO. 6).

MR. HUNTER: This is a letter, undated, but which was received by the Custodian on May 31st.

Q Is that your letter, Mr. Yada?

A Yes, that is my writing.

Q You wrote that letter then, did you?

A Yes, I wrote that letter.

MR. HUNTER: This is a letter, undated, my lord, but it has the Custodian's stamp showing that it was received on May 31st, 1945, from the witness to

30

the Custodian. It says: (Reading).
That was received May 31st, my lord, but the letter
itself is undated; I presume it would be a couple
of days before.

(LETTER MARKED EXHIBIT NO. 7).

MR. HUNTER: This is a letter I propose to put in, Mr.
Pratt. It is actually written to you. I presume
you received that letter?

10 MR. PRATT: I don't remember that, but I guess I must
have got it.

MR. HUNTER: This is a letter dated May 31st, my lord,
1945, and it is addressed to Mr. F. Drews Pratt,
and it is re Geronasson Yada, 701 East 4th Street,
North Vancouver, B.C. It says: (Reading).

(LETTER MARKED EXHIBIT NO. 8).

MR. HUNTER: That letter is from the same person in
the Custodian's office.

This is a letter of October 5th, 1945, and
appears to come from Mr. Yada.

20 Q Is that your letter? A: That is
my writing, yes. Yes, I remember writing that now,
yes.

Q You wrote this letter then?

A Yes.

MR. HUNTER: This is a letter from the witness to the
Custodian, dated October 5th, 1945. (Reading).

(LETTER MARKED EXHIBIT NO. 9).

30 MR. PRATT: Of course I don't know what my friend is
leading up to here. The fact of the matter is,
if he will call the tenant who bought the

G. Yada,
Gross-Exan.

property -- he says, "I bought the blinds and property with the house".

THE COMMISSIONER: It is perfectly obvious he is trying to lay the chattels to your door.

MR. PRATT: Yes.

MR. HUNTER: Exactly, my lord. I propose to show that these were placed under the custody and management of some person other than the Custodian, appointed by the owner of the property.

10 MR. PRATT: The point is this: When the Custodian sold the property he didn't accept these blinds and these carpets.

THE COMMISSIONER: That is a matter for argument later, Mr. Pratt.

MR. PRATT: And the tenant claims he acquired them from the Custodian. He told the Custodian that.

MR. HUNTER: Perhaps we could just go back a little, my lord. Is that your letter, Mr. Pratt?

MR. PRATT: Yes, that is my letter.

20 MR. HUNTER: This is a letter, my lord, dated June 15th, 1942, from F. Drewe Pratt, addressed to the Custodian of Enemy Property, "re: Yada, Grossman, Your No. 1763". (Reading).

(LETTER MARKED EXHIBIT NO. 10).

MR. PRATT: My recollection is that I was advised that you were going to handle it yourselves.

MR. HUNTER: Is there a letter in answer to that one of Mr. Pratt's to the Custodian?

THE COMMISSIONER: June 15th is the date of Mr. Pratt's letter to the Custodian.

G. Yada,
Cross-Exam.

MR. SHEARS: There is no reply.

MR. HUNTER: There seems to be no reply.

MR. PRATT: My recollection, then, to assist the Court, is that I was told the Custodian looked after these matters and I hadn't been authorized to take care of it.

MR. HUNTER: Well, my lord, we will see whether the balance of this correspondence adds up to that.

10 THE COMMISSIONER: Very well. Mr. Shears, if there is a reply to this letter of June 15th of Mr. Pratt's, I would like to have it put in, whether it is available now or not.

MR. SHEARS: Yes, my lord.

THE COMMISSIONER: Will you make a note of that, Mr. Secretary, that a further document to be put in by Mr. Shears being a letter from the Custodian to Mr. Pratt at a date subsequent to June 15th?

20 MR. HUNTER: Next, my lord, is a letter, June 3rd, from Mr. F. Drove Pratt to the Custodian — when I say June 3rd, this is 1944, this is considerably later — and it is re the same matter. (Reading).

(LETTER MARKED EXHIBIT NO. 11).

MR. HUNTER: This would appear to be the reply to that, my lord. It is a copy of a letter dated June 6th, 1944, from the Custodian's Office to F. Drove Pratt re the same matter.

(LETTER MARKED EXHIBIT NO. 12).

MR. PRATT: What is that date, Mr. Secretary?

30 THE SECRETARY: June 6th, 1944.

G. Yada,
Gross-Khan.

MR. HUNTER: We then go back to the original date, after that last letter from Mr. Yada to the Custodian which was dated some time in '45, wasn't it? I think your Lordship has that letter.

THE COMMISSIONER: Yes, October 5th, 1945.

MR. HUNTER: Yes. This is a copy of a letter dated November 9th from the Custodian's office to P. Drews Pratt.

MR. PRATT: 1944?

10 MR. HUNTER: No, this is 1945. The letter reads as follows (reading).

(LETTER MARKED EXHIBIT NO. 13).

MR. HUNTER: This is apparently a 'chaser', my lord, dated November 17th, 1945, addressed to Mr. Pratt from the Custodian's office and saying: (Reading).

(LETTER MARKED EXHIBIT NO. 14).

MR. HUNTER: Q: Do you remember receiving the original of that letter, Mr. Yada?

20 A Yes, I think I do, yes.

MR. HUNTER: This is a letter dated December 3rd from the Custodian's office to the claimant.

Q You acknowledge having received this letter, Mr. Yada?

A: Yes.

MR. HUNTER: (Reading letter).

(LETTER MARKED EXHIBIT NO. 15).

MR. HUNTER: This is a letter dated March 7th from the Custodian's office to Mr. Yada -- I should have said a copy of a letter, my lord.

30 Q Did you receive that letter, Mr. Yada?

G. Yada,
Cross-Exam.

MR. PRATT: What year is that, Mr. Hunter?

MR. HUNTER: '46, I am sorry.

THE WITNESS: '46, March 7th, 1946.

MR. PRATT: I would like to see those before you put them to the witness.

THE WITNESS: I don't remember, but there was quite a few letters regarding carpets and Venetian blinds.

THE COMMISSIONER: Why don't you show it to Mr. Pratt, Mr. Hunter? (Letter handed to Mr. Pratt).

10 MR. HUNTER: Q: You wouldn't deny that you received this?

A: No, I

wouldn't say I didn't receive it.

Q Well, it is just another one --

A Another one about the carpets.

MR. HUNTER: -- about the same thing, my lord, dated March 7th, 1946, addressed to the witness from the Custodian, "Re Venetian blinds and carpets--re F. Drews Pratt". (Reading).

(LETTER MARKED EXHIBIT NO. 16).

20 MR. PRATT: Now, would you read that one. (Letter handed to Mr. Hunter). I suppose you got that, Mr. Hunter, that letter?

MR. HUNTER: I don't know. You had better put that in.

MR. PRATT: No, I think as you are putting them all in, you had better put that in.

MR. HUNTER: It refers to the value of the real property, nothing to do with the Venetian Blinds.

THE COMMISSIONER: Well, put it in, Mr. Hunter, if Mr. Pratt asks for it.

30 MR. HUNTER: It is a letter dated May 19th, 1944.

My lord, I would suggest that I just check here and see if there is anything more on the blinds and go on to this, because I am going to do it anyway.

THE COMMISSIONER: All right.

MR. HUNTER: These two memorandums from the Custodian's office are only informative and I suggest that they be filed, to speak to the question.

10 MR. PRATT: That is all right. Well, these are only inter-departmental memos, aren't they? I don't think they should go in here. They are from one department to another.

THE COMMISSIONER: If that is what they are, Mr. Hunter, I think you had better put that in by oral evidence when the Government testimony is going in.

MR. HUNTER: Very good, my lord. This is a copy of a letter -- have we the original here?

MR. SHEARS: No, not here.

20 MR. HUNTER: A letter dated May 19th, 1944, my lord, and I presume it is from you, Mr. Pratt?

MR. PRATT: Yes.

MR. HUNTER: It is to the Custodian, (reading).

(LETTER MARKED EXHIBIT NO. 17).

MR. HUNTER: Q: I produce a form called a J. P. Form, Mr. Yada. Is this your signature?

A Yes.

Q And the information contained in this was filled out in accordance with your instructions?

30 A Yes. It was done in a hurry when I went to register and they told me I had to declare it at one time

and I did it to the best of my knowledge.

Q But what went in here was information given by you?

At Yes.

MR. HUNTER: My lord, this is dated the 7th of April, 1942. It lists the real properties which are the subject matter of the claim and under paragraph No. 6, "Occupancy and Leases (If vacant as state)", it says, "Yes. Declarant's lawyer, F. Dews Pratt, Bank of Nova Scotia Building, Vancouver, B.C., (602 West Hastings Street), has entire charge of this".

(J.P. FORM MARKED EXHIBIT NO. 18).

MR. PRATT: What do you call that form again?

MR. HUNTER: A J.P. Form, Mr. Pratt. That is all, my lord.

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

MR. PRATT: Well, there are just one or two things I would like to put to this witness.

I would like to put in evidence a letter from the Custodian to myself, a letter dated March 28th, 1944, from E.M. Gibson, Insurance Department, of the Office of the Custodian. (Reading).

(LETTER MARKED EXHIBIT NO. 19).

MR. PRATT: I tender, in support really of that, the original policy taken out on the 30th of March, 1943, in favour of the Secretary of State of Canada acting in his capacity as Custodian, in the amount of \$5000.00 covering this property, my lord.

G. Yada,
(Discussion).

THE COMMISSIONER: Is there any need to file the actual policy as long as it is conceded there was \$5000.00 insurance carried?

MR. HUNTER: On the store and dwelling, my lord, I believe that is correct.

THE COMMISSIONER: Yes. I don't think there is any need to file that.

MR. PRATT: I just wanted to establish that, my lord.

Now, my lord, from the evidence my friend has attempted to introduce, whether it calls for an explanation on my part as to these blinds or whether I should give evidence, the fact of the matter is that the Lima take the position that when they bought this property they bought these blinds and carpets. We have endeavoured to collect from them, and the Custodian has been so notified, without success. I might also add for the benefit of the Court that I have full authority to act on behalf of Mr. Yada; I had his power of attorney, for what that is worth, and we endeavoured to collect that and you will notice in my letter there of May, 1944, when I was orally advised the property had been sold, I asked for an explanation of what they had done with the blinds and carpets.

THE COMMISSIONER: All right. Thank you, Mr. Yada.
(Witness aside)

THE COMMISSIONER: You are through with this case?

MR. PRATT: Yes.

(PROCEEDINGS ADJOURNED SINCE HERE)
I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

Gordon Hambleton
"G. HAMBLETON"
Official Reporter.

Discussion.

Vancouver, B. C.,

June 24th, 1949.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

D.T.B. BRAIDWOOD, Esq., and
J. CAMPBELL, Esq.,

appearing for the Dominion
Government.

F. DREW PRATT, Esq.,

appearing for the Claimant.

10 MR. PRATT: My lord, in case No. 55, Gorosamen Yada,
this man's claim was of a two-fold nature. He
operated a store in North Vancouver, at 701
I think, East Third Avenue, and also had a piece
of vacant property in North Vancouver. 701
4th Street East, I should say. This store and
real property consisted of a warehouse and an
eight room dwelling house, and the store itself,
and he turned it over to two Chinese to operate,
when he was evacuated from the Coast territory.

20 The main property was sold eventually by
the Custodian for \$5200.00, and there is the
difficulty. I haven't been able to obtain any
independent valuation, for the simple reason that
all the real estate operators in North Vancouver,
Messrs. Irving & Billings, Mr. Copping, and the
other firm over there, I have forgotten the name,
were all employed at the time by the Custodian,
and I haven't been able to obtain an independent
valuation.

30 So I have discussed that with Mr. Yada, who
was here the other day, and he agrees we have

Discussion.

exhausted everything we can in that regard. In his evidence before your Lordship at Kamloops, he pointed out that Mr. Jim Lim and John Lim, the two Chinese, who took over the operation of the store, offered him \$10,000.00 for the property, which he turned down. He claimed, as your records will show, it was worth \$12,000.00, in his opinion.

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The property was subsequently sold, as I say, by the Custodian for \$5200.00, and I have filed with your Lordship at the hearing at Kamloops the policy of insurance put on by the Custodian for \$5000.00 on the buildings on this property. Notwithstanding that, the whole property was sold for \$5200.00.

THE COMMISSIONER: Have you any confirmation of the claimant's contention that he had an offer for \$10,000.00?

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MR. PRATT: Mr. Lim is very reluctant to come forward, because he is the man that got the property at \$5200.00. I have talked with him and he doesn't wish to come forth, apparently, and give any evidence. Now, that is how we stand in this case.

THE COMMISSIONER: When was the property sold?

MR. PRATT: The main property was sold in April, 1944, for \$5200.00. Mr. Gopping's valuation was made in June of 1944, and, according to my records, the property was sold in April of 1944. I am sorry, that is not right. I can't seem to put

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Discussion.

my finger on it. April 17th, 1944.

THE COMMISSIONER: Have you the file in this case here, Mr. Secretary?

MR. PRATT: My lord, he arrives at a figure of \$5500.00 in his letter of April 17th, 1944, to Mr. Shears. He says further, (reading). Then he deals with the question of repairs to the property and winds up in the last paragraph by saying, (reading). He had made a previous valuation of \$5500.00.

10

Now I think Mr. Copping is, to say the very least, conservative because you will note in another letter which my friend has of June 12th, 1944, in dealing with the properties the other lot he gives a valuation of \$750.00 to \$800.00, and the Custodian got in that case \$850.00.

THE COMMISSIONER: Have you anything further to add, Mr. Pratt?

20

MR. PRATT: No, my lord, I have nothing further to add, except included in this claim there is a claim for the loss of the blinds and carpets, and these items, you may recollect, when my client rented the property to the two Chinese, he left the blinds and the carpet in the premises, but then when the Custodian sold them --

THE COMMISSIONER: The question is whether you are liable or the Custodian.

MR. PRATT: Yes. We say we were debarred from handling these items, and we had not say in their disposal, with the result that the purchasers

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Discussion.

refused to negotiate with us.

As to the lot, it was separately sold for \$850.00. I can't add anything further to it, because I couldn't get my further valuation.

THE COMMISSIONER: Yes, Mr. Braidwood.

MR. BRAIDWOOD: There is another appraisal by Mr. Copping, my lord. I don't want to take my friend by surprise. My lord, I have very little to add to what my friend has said. This property was appraised, and I have Mr. Copping's appraisals here. They haven't been filed. I don't know whether your Lordship would like to have them or not.

THE COMMISSIONER: I think perhaps it is desirable they should be filed. Let me have the date of each of them again.

MR. BRAIDWOOD: I was just referring to the one property. My friend is really dealing with that this morning. There was one of November 6th, 1943. This was the first appraisal at \$3500.00, and then, as my friend has indicated, on April 17th, 1944, Mr. Copping again made a report to Mr. Shears, and at that time he suggested that on a cash sale \$5000.00 to \$5100.00 might be accepted.

In both appraisals, my lord, he refers to the condition of the property and there is one bit of information, my lord, which I think is of interest, and that is that the tenant was paying \$90.00 a month for the premises. So, that might

Discussion.

be of interest to your Lordship.

THE COMMISSIONER: The property, I take it, had been catalogued, and advertised for sale, during the interval of a year.

MR. BRAIDWOOD: Yes, my lord. That is my understanding of the matter.

THE COMMISSIONER: Any other offers?

MR. BRAIDWOOD: I have no record of other offers, my lord.

I will put these in, then, my lord.

(APPRAISALS MARKED EXHIBIT NO. 55-20).

MR. BRAIDWOOD: I think, my lord, there are two or three things to be pointed out about the property that your Lordship should know; that is, the sanitary conditions weren't too good, the septic tank wasn't too good, and this roof situation appears to be fairly serious and needs quite a amount of repairs. I also understand that under Mr. Pratt's directions repairs were made.

I think that is correct.

MR. PRATT: That is correct.

MR. BRAIDWOOD: Mr. Pratt, I believe, was collecting the rents at the time.

MR. PRATT: Yes.

MR. BRAIDWOOD: I am sorry, my lord, Campbell & Femberton, I see, made the original offer in October, 1943, of \$4000.00, and Campbell & Femberton at that time thought the property was very much overvalued at \$5500.00, which was Gopping's appraisal, and later on the property was sold to Mr. Lin

Discussion.

who was one of the tenants on the property for \$5200.00. I might say, on behalf of my friend, Mr. Pratt, that he protested the sale, on behalf of his client.

MR. PRATT: Very strenuously.

MR. BRAIDWOOD: I have nothing more to add, my lord.

THE COMMISSIONER: What have you to say about the blinds and carpets, and what was the other thing?

MR. PRATT: There were three carpets, my lord, and Venetian blinds, for a total claim of \$610.00.

THE COMMISSIONER: And that was all lost?

MR. PRATT: That was lost, yes. The Chinese, represented later by Mr. Messungen, contended they went with the house.

MR. BRAIDWOOD: Now, my lord, the latter, of course, fall into the category of chattels, unless they were attached to the property, and they were sold with the property, and my information is that the claimant made a declaration upon his departure, that is a J.P. declaration of furniture and effects, and certain named items like that, (reading).

THE COMMISSIONER: That should be sufficient to include all household effects. Would you not think so?

MR. BRAIDWOOD: That would include the carpets, my lord, but I would submit that the Venetian blinds, have not been declared or treated individually, and probably treated by the appraiser as going with the property. They would be attached to the windows.

Discussion.

THE COMMISSIONER: Screwed on.

MR. BRAIDWOOD: Yes, my lord.

THE COMMISSIONER: So far as the claim in respect of the real property is concerned, I am not disposed to treat this claim any differently than on the over all basis. There is not sufficient evidence to justify any additional recommendation, in my judgment. So far as the chattel claim is concerned, an allowance should be made. Were other chattels sold?

10

MR. BRAIDWOOD: Yes, I believe there were, my lord. I haven't the form with me on that, but there would be a ratio established for lost goods, if these goods were to go in at their claimed value in the lost column.

THE COMMISSIONER: I would allow the claim for these lost articles on the same ratio that goods sold there to the price claimed.

MR. BRAIDWOOD: That would be about \$500.00, I think you said.

20

MR. PRATT: \$610.00.

MR. BRAIDWOOD: That would put \$610.00 into the lost column, my lord.

THE COMMISSIONER: Yes.

MR. PRATT: That is as it bears to the whole?

THE COMMISSIONER: The way we work it out, Mr.

Pratt, is this; that where a man had certain goods which were sold at auction, and certain goods which he alleged were lost, destroyed or stolen, if he recovered 50% of his claim, or if the

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Discussion.

Custodian recovered 50% of the claim for goods actually sold, that he would be allowed 50% of the claim for the goods sold. I have given a lot of consideration to this question of lost goods, and I have not been able to find any plan that seems fairer than that.

MR. PRATT: That is all right, my lord. I can't add anything, or help you in that respect, I am sorry.

THE COMMISSIONER: That is the best approach I have been able to make to it, in any event.

MR. PRATT: I think that is all I can deal with this morning, my lord, and thank you.

MR. BRAIDWOOD: I will advise my friend as to what that will make his total, so he will have his records straight.

MR. PRATT: Yes, I wish you would.

THE COMMISSIONER: Incidentally, Mr. Pratt, if you should reach a conclusion to accept the formula on the other claims, I assume you will communicate that to your friend?

MR. PRATT: Yes. I think that would dispense with them, and I have written recommending it, but apparently they are living in that area in different spots and have suggested a family get-together on it.

THE COMMISSIONER: Yes, that is quite understandable, and it is not causing any delay.

(Concluded)

I hereby certify the foregoing to be a true and accurate report of the said proceedings.

J. P. Hauriol
Deputy Official Stenographer

BRIEF

Notes in Defence

KAMLOOPS
9 Feb. 48

Gorozaemon YADA

File No. 1763

Case No. 55 ✓

Claims:

1. Land & Bldgs. (Business property)
2. Land only.
3. Chattels.

Claim 1:-

	Sold for	Claim
Land & Bldgs. 12,000.00	5,200.00	6,800.00

Trans.P.9 - Valuation made 6 Nov. 43 - sale 6 or 8 mos. later.

Trans.P.12 - Another valuation was made 17 Apr. 44 before the sale which was lower than the previous one, by E.W. Copping of North Vancouver Realty Co.

Mr. Pratt will want to cross examine Mr. Copping.

Trans.P.20, 21 - Verbal offer 10,000.00 refused in March 1942 for real property only.

E.W. Copping appr.

Claim 2:-

	Sold for	Claim
Land 1550.00	850.00	700.00

Question of valuation only.

E.W. Copping appr.

Claim 3:-

Chattels \$550.00 left with agent.

Trans.P 21 - Venetian blinds and carpets. Claimant was relying on Mr. Pratt to negotiate the sale, which is borne out by exhibits.

A memo signed by Lim now on file indicates that the purchaser was fully aware that the chattels were not included in the sale, *of the building*

Submission:- These goods were placed under the custody and management of some person other than the Custodian appointed by the owner of the property.

RNN/mw

Name of Claimant **YADA, Geronimo**Case **35**Custodian File **1763**

<u>REAL PROPERTY</u>										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
250.00 3000.00	42.50 380.00 25.00									387.50
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION										387.50

1763

April 28, 1951.

Messrs. Pratt & Mitchell,
Barristers & Solicitors,
Bank of Nova Scotia Bldg.,
602 Hastings St. West,
Vancouver, B.C.

Attention. Mr. F. Drew Pratt

Dear Sir:

Re: Japanese Property Claims Commission
Commission YADA - Case 55

We thank you for your letter of April 25th enclosing
Release duly signed by the above together with letter authorising
payment of legal fees.

Cheque in favour of Mr. Yada is enclosed in the amount
of \$315.21 and we enclose cheque for \$12.29 covering your legal
fees.

Yours truly,

F. G. Shears,
Director.

FGS/GW
Encl.