1793

FORM "JP"

FILE No. 1793

BUREAU HASTINGS PARK

# OFFICE OF THE CUSTODIAN

## JAPANESE SECTION

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

**PERSONAL INFORMATION**

NAME: HIRAOKA Masao

HOME ADDRESS: Bamfield, B. C.

REGISTRATION NUMBER 12131 SEX: M AGE: 26

OCCUPATION: Fisherman,

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

EMPLOYER: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Sumiko Hiro

ADDRESS OF WIFE OR HUSBAND: Bamfield, B. C.

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: ---

AGE OF CHILDREN: ---

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

1. LOCATION AND DESCRIPTION:

2. BUILDINGS AND OTHER IMPROVEMENTS:

3. INSURANCE (Give particulars; state where policies are)

4. TAXES (Amount and where payable)

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)

6. OCCUPANCY AND LEASES (If vacant so state)

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: None

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

9. IF FARM LAND STATE CROPS SOWN None

**STATEMENT OF REAL PROPERTY OCCUPIED**

1. LOCATION AND DESCRIPTION: 391 Powell St., Vancouver, B. C. Rooming.

2. LANDLORD'S NAME AND ADDRESS: Victory Rooming House, 391 Powell St., Vancouver, B. C.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: $16.00 per month, 1 months rent owing, will be paid up to date.

4. STATE WHEREABOUTS OF LEASE: None

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

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

**STATEMENT OF PERSONAL PROPERTY OWNED:**

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

In custody at New Westminster, B. C:-1 Gas Boat 15 H.P. Vivian Engine, 35'x7'6" Value app. $2000.00

In the custody of Mr. Kishi, Richmond Boat Works, Steveston, B.C.:-

| | | |
|---|---|---|
| 1 | 37'x10' Boat (no engine) app. value | $2800.00 |
| 1 | 24 H.P. Vivian Engine for above " | $ 700.00 |
| | | $3500.00 |

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

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

FORM "UP"

FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
One $50.00 Victory Bond (1941) in owner's possession.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS. 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) M Iberada

Geo Hunt
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE Nov. 25/43

Our File No. 1793

Full Name HIRAOKA, Masao
(Surname in Block Letters)

Registration No. 12131 V Male - Female (Check) Age July 9/1916

Former Address Bamfield, B.C.
391 Powell St., City

Date Evacuated 1/6/42 V Naturalized - Canadian-Born - National (Check)

Present Address c/o B.C.S.C. Fuel Wood Project, Hunter Siding, B.C.
~~Rowley Rt.~~ Lashme B.C.

V Married - Single (Check)

Name of Wife nee (YODOKAWA) Sumiko #03893

Name of Husband

Name of Mother nee (NUNOTA) Kise #12076 Name of Father Heijiro #12073

Names of Children under 16

Atsushi(M) 18/12/42

Requested by E.C.T. Registered with Custodian yes (Yes or No)

Additional Information FIsherman. Owner of Boat "S.S."

## SUMMARY TAKEN FROM VESSELS RECORDS

Date: May 5, 1944

Name: HIRAOKA, Masao Reg. No. 12131 File: 1793

Boat File No.: JFVDC 713

Name of Vessel: "TZAARTOOS" 36'x7'6"x3'8", Vivian 15 HP (1930) "H.H."2484

Lic. or Reg. No.: Victoria 1514

Naval No.: None

Owner's Valuation: $2,000.00

JFVDC Valuation: 863.00 - Survey #17 NW

Custodian Valuation: None

Date of Sale: Nov.9, 1942-Released to purchaser June 11,42

Purchaser: Fred N. Barber

Signature on Sales Papers: Custodian

Selling Price: $865.00

Paid to JFVDC ~~or Custodian~~ 865.00

Supervision Costs: 11.15

Balance due Owner: 853.85

Paid to: Custodian on behalf of Masao HIRAOKA

Location of Boat at Sale: New Westminster

Claims Against Canadian Govt.:

Repairs: Job #208 Star Shipyard - $105.72 (Paid) Through Dept of Fisheries JM

Additional Information:

F Watson
Oct 10/46

17

## PERSONAL PROPERTY SUMMARY

File No. 1793 October 9, 1946.

Re: Masao HIRAOKA, Reg.No.12131

This man signed a declaration to the Custodian on April 7, 1942. He was evacuated on June 1, 1942.

This man declared no real property and none is revealed by his file.

This man declared no household or other personal effects and none is revealed by his file, apart from the chattels reported on in the following paragraphs.

He reported ownership of a gas-boat, 35' x 7'6", valued at $2,000.00, in custody at New Westminster. This evidently is the vessel "Tsaartoos", Victoria 1514, which was sold through the Japanese Fishing Vessels Disposal Committee, on sales papers signed by the Custodian, as shown in the Vessels Summary. The net proceeds of this sale in the amount of $853.85 were credited to the account of Masao HIRAOKA in this office.

He reported a vessel (hull and 24 HP Vivian engine) valued at $3,500.00 in the custody of Mr. Kishi, Richmond Boat Works, Steveston. This vessel, under the name "Lambert Point" was sold by the Richmond Boat Works for $1,638.00. The vessel was building at the time of the evacuation, and according to Saeji KISHI, File 4592, of the Richmond Boat Works, HIRAOKA agreed to accept $650.00 in settlement of his equity in the vessel. This money, according to letter of May 31, 1944, from KISHI was paid to HIRAOKA on May 17, 1942.

The "Lambert Point" was sold as a hull only. The 24 HP Vivian engine which was to be placed in this vessel was delivered to Richmond Boad Works, according to information on file, on November 30, 1941. The cost of this engine was $700.00, plus $15.00 cartage, which was paid from funds belonging to HIRAOKA. On May 8, 1942, Vivian Engine Works agreed to take delivery of this engine and to endeavour to sell it. On June 25, 1942, Vivian Engine Works Ltd. wrote HIRAOKA that they had not received any inquiries in regard to the engine. Vivian Engine Works Ltd. (see letter of April 22, 1946) have stated that the engine was not received and that they know nothing of the whereabouts of this engine. This information was passed on to HIRAOKA on April 25, 1946, with a request for his comments. To this date we have heard nothing further from HIRAOKA in regard to this engine.

The vessel "S.S" Victoria 2104, reported by RCMP, was, as at May 18,1944, still licensed in the name of Masao HIRAOKA, although HIRAOKA informed us on May 22, 1944, that this vessel had been sold to an Indian, name unknown, prior to the departure of HIRAOKA from Bamfield.

HIRAOKA declared a $50.00 Victory Bond in his own possession. This did not come under the control of this office.

This file reveals considerable correspondence in connection with the estate of Nobuto YAMAMOTO, deceased, File 2144. The Family Beneficiary Society with whom the deceased was insured settled the insurance claim for $750.00, which was not sufficient to cover claims against the estate. HIRAOKA stated that he was not interested in the personal effects of YAMAMOTO, and in any case he does not appear to have any legal right to these., as his claim to an interest in this estate

was based on the fact that he was named beneficiary in the insurance policy of Nobuto YAMAMOTO.

The account of Masao HIRAOKA was credited with the sum of $12.25 in full settlement of claim filed with the Japanese Fishing Vessels Disposal Committee for refund of expenses incurred at the impounding of his vessel "Tsaartoos".

The following remittances have been made from this account: June 15/44 $11.03 to Receiver General as refund of maintenance; June 15/44 $40.00 remittance to Masao HIRAOKA; January 29/45 $50.00 remittance to HIRAOKA; June 29/45 $50.00 remittance to the wife of Masao HIRAOKA. This account shows a credit balance as at this date of $715.07, which is free of all encumbrances as revealed by the file.

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

/FM

October 9, 1946.

LIABILITY SUMMARY

File No. 1793 October 10, 1946.

Rei Mosao HIRAOKA, Reg. No. 12131

This file reveals no liabilities.

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

October 10, 1946.

/RM

Case No. 897 - Masao HIRAOKA; Reg. No. 12131

Claim- "TZAARTOOS" Victoria Lic.# 1514, troller
purchased new in 1931 at $2,600.00

Gross Claim: $2,000.00

Sale: June 11,1942, the Japanese Fishing Vessels Disposal Committee received from Frederick N.Barber the sum of $865.00 as full purchase price of this vessel, and on the same date the boat was released to Mr. Barber from custody. - Exhibit 3 & Exhibit 4
The registered owner, Masao Hiraoka, refused to sign Sales papers - See Exhibit #6.
November 9,1942, the Custodian signed Agreement for Sale - Exhibit #3

| | | |
|---|---|---|
| Sale Price: | $865.00 | |
| JFVDC Charges: | 11.15 | (1% of sale price, plus $2.50) |
| Net Proceeds | $853.85 | |

The net proceeds were paid to Custodian account Nov. 17,1942.

Valuation: O.W.Phillipson - $750.00 (JFVDC price - $863.00)

Age: According to the information given by boat-owner, as shown by JFVDC "catalogue sheet", this boat was built in December, 1930. Mr. Phillipson in his survey estimated that the bbat was 12 years old, and referred to new cabins. Claimant states that he had built new cabins.

Damage: This boat was sent to the shipyard by Naval Service and in June,1942 repairs to the value of $105.72 were made. The damage appears to have occurred after Mr. Phillipson's survey.

Loss: There is no evidence of what was on this boat at the time she was surrendered. The vessel appears to have carried all essential equipment when released to purchaser, as no claim for such equipment was filed.

The value shown in claim is the same as that shown in the JFVDC catalogue sheet. Age of boat in claim is approximately the same as shown in catalogue sheet.
Exhibit #6 shows claimant willing to sell boat at $1,600.00 on August 11, 1942.

/vs

MEMORANDUM: File 1793

November 14, 1944

The vessel "S.S" Victoria 2104, shown on Information from RCMP, was sold to an Indian (name unknown) before the owner Masao HIRAOKA left Bamfield.

This vessel had not been taken into custody by Naval Service.

F MacLean
Oct 10/46

GM

RECEIVED
AUG 14 1942
ANSWERED

Translation

Griffin Lake,
Via Fraser Valley, B.C.,
August, 12, 1942.

Japanese Fishing Vessel Disposal Committee,
Vancouver, B.C.

Dear Sirs:—

In reference to your letter of the 6th instant, I am sorry to inform you that I do not agree with the price set forth on the Bill of Sale. I think the price I set forth on my boat was two thousand ($2,000) Dollars.

Therefore I will be unable to sign and send you the Bill of Sale on my vessel. However, I will be willing to accept for sixteen hundred ($1600) Dollars.

May I hear from you in the near future, concerning this matter, and thanking you in advance, I am

Very truly yours,
Takeo Horioka

EXHIBIT No. 897-6
DATE Sept. 13/46
FILLED BY Crown

SURVEY No. 17. New Westminster

1930 TZARATOOS

Condition - Good
Damage - Nil

Boat - $950.
Engine - 800.
Ex. - 150.

V.15

Value New $1900.

* 1942 - $750.

This boat in fair state of repairs - boat about 12 years old but has new cabins.

.....

The above words are a true copy of an excerpt from the note book of the appraiser of the Japanese Fishing Vessels Disposal Committee. This book is among the records of the Japanese Fishing Vessels Disposal Committee in the possession of the Custodian.

June 23, 1948. D. Mathieson

Note: The JFVDC Suggested Negotiating Price was $863.00, approximately 15% above the valuation of the appraiser.

Mr. O. W. Phillipson was employed as appraiser by the Japanese Fishing Vessels Disposal Committee.

MEMORANDUM

June 23, 1948

Name: HIRAOKA, Masao

Reg. No. 12131

File: 1793

Subject of Claim: Fishing Vessel "TZAARTOOS" Licence No. Victoria 1514

Value claimed: $2,000.00

Sale Price: 865.00

LOSS $1,135.00

.....

This vessel was sold, on June 11, 1942, by the Japanese Fishing Vessels Disposal Committee, and on that date the vessel was released to Mr. Frederick N. Barber, the purchaser, who had paid the full purchase price.

At the request of the Committee, the Custodian on November 9, 1942, signed Agreement for Sale of Vessel, to enable Mr. Barber to obtain licence for the vessel for which he had paid.

The net proceeds of the sale ($865.00 less JFVDC charge of $11.15) paid to Custodian on behalf of the licensed owner, November 17, 1942.

J Matheson

MEMORANDUM TO File 1793 June 3, 1944

Re: Masao HIRAOKA, Reg. 12131

In regard to the 37'x10 Boat Hull and 24 HP Vivian engine declared on JP, this vessel, under the name "Lambert Point" was transferred from the Richmond Boat Builders to the Canadian Fishing Company Ltd. on May 12, 1942- See JFVDC Released Vessels.

In letter May 31, 1944, Saeji KISHI, former owner of the Richmond Boat Works, has given the following information:

| | |
|---|---|
| Agreed cost of building boat | $1,775.00 (hull only) |
| Hiraoka paid on account | 1,300.00 |

From this sum of $1,300.00, Kishi paid the Vivian Engine Works (with Hiraoka's knowledge) $515.00. Cement costing $4.00 was also purchased, which was exclusive of the cost of hull.

The hull was sold by Richmond Boat Builders for $1,638.00. The difference of $137.00 between the agreed cost and the selling price was absorbed by Hiraoka taking a loss of $131.00 and the boat-builder a loss of $6.00; Hiraoka agreeing to accept $650.00 in settlement of his equity in the boat hull (Of the original $1,300.00, $519.00 had been paid out as shown in preceding paragraph.) $460 cash paid May 17/42

With regard to the engine, it would appear that Hiraoka has paid at least $515.00 to the Vivian Engine Works. And this sum must have been paid to him by the Vivian Engine Works, or that company is still holding the money. (Disposing of an engine under present conditions should be very easy). See letter 15/6/44

On April 22, 1946, Vivian Engine Works Ltd. stated that, although they had agreed to take back this engine and endeavour to sell it for HIRAOKA they have no record of the engine having been returned to them. Copy of letter sent to Hiraoka, who has not replied. See file 25/46.

D MacLean
Oct 10/46

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

August 18th, 1942.

Mr. Masao Hiraoka,
Griffin Lake,
VIA THREE VALLEY, B. C.

Dear Sir:

Re: "TZAARTOOS" VIC 1514

I beg to acknowledge receipt of your letter of the 11th instant and would point out to you that you have had several months in which to sell your boat. It is quite evident that your ideas of value are far too high otherwise the vessel would have been sold. The price at which your vessel was sold is considered a fair one, and we trust that you will re-consider your decision and sign the bill of sale. We would also point out that we cannot pay you any money until you do so.

Yours very truly,

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

PER

JAM:RO

TELEPHONE PACIFIC 9331

# JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

Committee:
THE HONORABLE MR. JUSTICE SIDNEY SMITH
CHAIRMAN
COMMANDER B. L. JOHNSON, O.B.E., R.C.N.R.
KISHIZO KIMURA

A. E. McMASTER, EXECUTIVE ASSISTANT

1928 MARINE BUILDING
VANCOUVER, B.C.

August 6th, 1942.

Mr. Masao Hiraoka,
THREE VALLEY, B. C.

Dear Sir:

Re.M.V. "TZAARTOOS" VIC 1514

For a period of over 5 months this Committee has operated facilities, designed to assist Japanese fishing vessel owners, to dispose of their vessels at fair prices.

In this period over 1000 vessels have been released through the offices of the Committee; and it has now become vitally necessary to promptly dispose of the remaining vessels in order that the Navy personnel, occupied in their custodianship, be relieved for other duties.

Having received an offer for your vessel "TZAARTOOS" License No. VIC 1514, which is considered a fair value, the Committee has sold this vessel for the sum of $865.00 in accordance with the attached Bill of Sale.

Please sign the attached Bill of Sale, together with the Claim Assignment form, also attached, and return to us.

On receipt of these documents properly executed, we shall remit the net value of the sale, with a statement thereof, to any address designated by you.

Yours very truly,
JAPANESE FISHING VESSELS DISPOSAL COMMITTEE.

A. E. McMaster,
Executive Assistant.

P. S. Please send us the license for this vessel.

3-43

| | | | | | |
|---|---|---|---|---|---|
| Name of Vessel (船名) | TZAARTOOS | Official Number (登記番號) | 1514 | Naval Control Number (海軍省ノ番號) | |
| Port of Registry (登記港名) | Victoria, B. C. | Date of Registry (登記期日) | Dec. 1930 | | |
| Length ⊙ (長サ) | 36' | Width ⊙ (幅) | 7' 6" | Depth ⊙ (深サ) | 3' 8" |
| Make of Engine (Present) (機械ノ名) (現在ノ) | Vivian Gas | Date When Re-Installed (若シ入替ヘタ場合ヘ其ノ期日) | Dec. 1930 | | |
| Horse Power (馬力) | 15 H.P. | Knot (Speed) (速力) | 6 Knots | | |
| When Hull Built (船体建造期日) | Dec. 1930 | When Hull Rebuilt (若シ改造ノ場合ヘ其ノ期日) | | | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Type of Vessel (船ノ型) | Seiner セイナー | ☐ | Packer パッカー | ☐ | Gill-Netter ギルネット | ☐ | Troller トローラー | ☒ | Trawler 底引キ ☐ | Other 其他 ☐ ✓ |

| | | | |
|---|---|---|---|
| Formerly Used as (従来ノ使途) | Troller | Value (Replacement) (船價) (建造スル場合) | $2,800.00 |
| Date When Surveyed Last (最近ノサーベイ サレタル期日) | | Value (Present) (船價) (現在ノ) | $2,000.00 |
| Pace of Operation (使用區域) | West Coast | Value (Insured) (船價) (保險ヲ附スル場合) | |
| Charter Rate: 1940 (傭船料金率) | | Chartered To: 1940 (傭船先) | |
| | 1941 | | 1941 |
| Amount of Mortgage, If Any (抵當權ノ金額) | | Mortgaged To: (抵當權者入先) | |
| Registered Owner's Name (登錄船主名) | Masao Hiraoka | Actual Owner's Name (現實所有者名) | Masao Hiraoka |
| ADDRESS (住所) | Bamfield, B. C. | ADDRESS (住所) | Bamfield, B. C. |

⊙ *Please refer to "Certificate" of British Registry" in filling this blank; special attention is required in cases of "Length" "Width" and "Depth"*
此ノ書式ヲ御記入前ニ充分「登錄證書」ヲ御覽下サイ 特ニ「長サ」「幅」及「深サ」ニ御注意願ヒマス

7 tons

File Please

File #

July 20/42

YAMAMOTO, Nakato. (Deceased)

The personal property of the above has been picked up from The C.N.R. & stored at 952 Powell St.

See inventory # 26.

Inventory

2 Suitcases
1 Clothing Bag } Personal Effects

2 Bank books & Key (in office). Held by Accts Dept

Beneficiary: MASAO HIRAOKA.

2144 - avl ← Green

Hastings Park, Clearing Station,
August 1, 1942,
Vancouver, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
AUG 4 1942

The Custodians,
Royal Bank Building,
Vancouver, B.C.

Dear Mr. Green:

I am writing on behalf of MASAO HIRAOKA, present 1793
address Three valley, Griffen Lake via Taft. As far
as I know the above person is beneficiary to a life
assurance carried by late NOBUTO YAMAMOTO, died at 2144
Yellow Head Pass, Camp B 1 some time ago. Will you
kindly let me know what Life Assurance Company
carried the policy of M. YAMAMOTO. Also what pro-
gress you have made to this above matter. I would
like to see this thing cleared up as soon as possible.

As one of the Committee I was asked by father of above beneficiary to look after this business before going to Camp. Will you kindly let me know if you find out anything definite. You can get in touch with me directly by phoning Hastings Park, "H" Bldg., or through Mr. Spain.

If there is any assistance I can give you regarding to this matter I will be only too glad to help.

Yours truly,

T. Uyeda

JAPANESE COMMITTEE.

Advised verbally 4-8 make in hand.

2144 & 1793

18th September, 1942.

S. A. Moore, Esq.,
Official Administrator,
Court House,
Vancouver, B. C.

Dear Sir:

Re: Estate of the late Mr.
Nobuto YAMAMOTO

We would appreciate your assistance in connection with the following matter:

Mr. Nobuto Yamamoto, who previously resided in Port Alberni, registered his assets with us on March 20th and declared that he had no property except the life insurance policy in the sum of $2,500.00 with the Family Beneficiary Society of Vancouver. Mr. Yamamoto also declared that he was unmarried, and we find no record in our files of any relations.

The B. C. Security Commission advised us on July 21st that Mr. Yamamoto died on July 3rd at Seton Hospital, Jasper, Alberta, and was buried in Jasper at the expense of the Commission. The Commission also stated that to the best of their knowledge the late Mr. Yamamoto had no relatives and left no will. At the same time the Commission forwarded to us an express parcel from Jasper purported to contain papers and personal effects of the deceased. The Security Commission placed with us a claim for $74.00 covering funeral expenses.

The Family Beneficiary Society have confirmed to us that the above deceased held a policy with them in the sum of $2,500.00 and that the named beneficiary was Mr. Masao Hiraoka. They further stated that to complete their files they required an official death certificate, certain medical forms completed by the attending physician and Membership Certificate No. A.3323. The death certificate and the necessary medical certificates have been obtained and forwarded to the Family Beneficiary Society but we can find no record of the custody of relative Membership Certificate.

We have received a letter from the beneficiary, Masao Hiraoka, Police Registration No. 12131, a fisherman, age 26, who, at the present time, is located in Three Valleys, Griffin Lake, B. C.

Alexander

OFFICE OF THE CUSTODIAN
SAMUEL A. MOORE
OFFICIAL ADMINISTRATOR
PHONE: MARINE 5141

RECEIVED
SEP 23 1942

OUR REF. NO. Gen.

COURT-HOUSE
VANCOUVER, B.C.

September 22nd, 1942.

CUSTODIAN OF ENEMY ALIENS,
Japanese Evacuation Section,
675 Hastings Street West,
VANCOUVER, B.C.

Attn. Mr. R. P. Alexander:

Dear Sir,-

re,- Estate of the Late Mr. Nobato Yamamoto,
Your file No. 2144 & 1793.

I have yours herein of the 18th instant. From what you say I think since the deceased was domiciled at Port Alberni that Mr. W. A. Ackland, the Official Administrator at Port Alberni, should apply for Letters of Administration if there are any assets.

If the only asset is the insurance in the Family Beneficiary Society, and Masao Hiraoka is the beneficiary, it is possible that Hiraoka would consent to the payment of the funeral expenses out of the insurance.

You say that you cannot find the Membership Certificate. Perhaps Hiraoka is holding it. In any event you could probably arrange with the Family Beneficiary Society to pay the insurance if you filed with them an affidavit setting out that you had searched for the certificate and were unable to locate it. They might insist that someone put up a Bond to indemnify the Society in case it turned out later that the Membership certificate had been hypothecated.

Yours very truly,

Samuel Moore
Official Administrator.

SAM:VA

2144 & 1793 September 29, 1942.

Mr. W. A. Ackland,
Official Administrator,
Port Alberni, B. C.

Dear Sir:

Re: Estate of the late Mr.
Nobuto YAMAMOTO

We would appreciate your assistance in connection with the following matter:

Mr. Nobuto Yamamoto, who previously resided in Port Alberni, registered his assets with us on March 20th and declared that he had no property except the life insurance policy in the sum of $2,500.00 with the Family Beneficiary Society of Vancouver. Mr. Yamamoto also declared that he was unmarried, and we find no record in our files of any relations.

The B. C. Security Commission advised us on July 21st that Mr. Yamamoto died on July 3rd at Seton Hospital, Jasper, Alberta, and was buried in Jasper at the expense of the Commission. The Commission also stated that to the best of their knowledge the late Mr. Yamamoto had no relatives and left no will. At the same time the Commission forwarded to us an express parcel from Jasper purported to contain papers and personal effects of the deceased. The Security Commission placed with us a claim for $74.00 covering funeral expenses.

The Family Beneficiary Society have confirmed to us that the above deceased held a policy with them in the sum of $2,500.00 and that the named beneficiary was Mr. Masao Hiraoka. They further stated that to complete their files they required an official death certificate, certain medical forms completed by the attending physician and Membership Certificate No. A.3323. The death certificate and the necessary medical certificates have been obtained and forwarded to the Family Beneficiary Society but we can find no record of the custody of relative Membership Certificate.

We have received a letter from the beneficiary, Masao Hiraoka, Police Registration No. 12131, a fisherman, age 26, who, at the present time, is located in Three Valleys, Griffin Lake, B. C.

As the deceased was domiciled in Port Alberni, we are wondering whether or not you should apply for Letters of Administration.

We have as yet been unable to find the Membership Certificate. If the only asset is the insurance in the Family Beneficiary Society and Masao Hiraoka the only beneficiary, it may be possible for us to obtain from Mr. Hiraoka payment of the funeral expenses out of the insurance.

Will you please advise us how we should proceed further in this matter. Your assistance would be greatly appreciated.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

1793 & 2144

23rd October, 1942.

Mr. I. Ueyoda,
152 - 9th Avenue,
Tashme, B. C.

Dear Sir:

Re: Estate of the late
Mr. Kobuto YAMAMOTO

Mr. Green has referred to me your letter to him dated October 16th. Thank you very much for forwarding to us Certified Extract of Registration of Death of the late Mr. Kobuto Yamamoto.

We have written to Mrs. Chiono Kuroyama, Bridge River, and have asked her to forward to us Family Beneficiary Society Certificate of Membership No. A.3323.

The question of the settlement of the estate of the late Mr. Yamamoto is now in the hands of Mr. W. A. Ackland, Official Administrator, Port Alberni, B. C. and as soon as Mr. Ackland has been successful in obtaining Letters of Administration following petition filed with the Supreme Court of British Columbia, the matter should be very shortly settled thereafter.

Yours truly,

R. P. Alexander
Manager

RPA:LF

# Agreement for Sale of Vessel

(Evacuee File # 1793)

BETWEEN:

THE SECRETARY OF STATE OF CANADA ACTING IN HIS CAPACITY
AS CUSTODIAN AS VESTED OWNER OF THE INTEREST OF

Kamo HIRAOKA

(hereinafter called the "Vendor")

OF THE FIRST PART

AND

FRED H. BARBER

(hereinafter called the "Purchaser")

OF THE SECOND PART

In consideration of the sum of $1.00, the receipt of which is hereby acknowledged, we agree to the sale and purchase of the vessel hereunder described:

Name of Vessel: "TZAARTOOS"

Port of Registry: Victoria Official Number: 1314

Length: 36' Breadth: 7'6" Depth: 3'8"

Propelling power: Vivian 15 H. P.

For the price or sum of $865.00 (Eight Hundred and Sixty-five Dollars)

Payable as follows: Cash

FURTHER, the Vendor covenants with the said Fred H. Barber and his assigns, that he has power to transfer, in the manner aforesaid, the premises hereinbefore expressed to be transferred, and that he has no knowledge of any encumbrances and accepts no responsibility for same other than to the amount of the purchase price referred to above.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 9th day of November, A. D. 1942.

SIGNED, SEALED and DELIVERED
in the presence of:

D. McCrea

G. W. McPherson

(G. W. McPHERSON)
Authorized Deputy of the Secretary
of State and/or Custodian

**MEMORANDUM**

April 8, 1943.

Re: Files Nos. [illegible] & [illegible]

From: [illegible]

---

**[illegible], Deceased**

In a conversation between Mrs. [illegible], Mrs. [illegible] and myself, it developed that [illegible], who is dead, owed certain monies for board to Mrs. [illegible]. These total [illegible].

Apparently for the purpose of securing Mrs. [illegible], [illegible] left with her (presumably with the intention of hypothecating it) a policy in the [illegible] Beneficiary Society. This policy appears to be payable to [illegible]. File No. [illegible].

Several considerations here have to be examined. The first is that Mrs. [illegible]'s claim must be verified. Any claim against the estate of a deceased person must, in some manner (no matter how slight), be corroborated. Assuming that her claim is justified, we must consider the effect of [illegible]'s hypothecation of this policy to her. It may possibly be the fact that this would have the effect of operating as a security against the insured fund, but this is doubtful. Nevertheless, I believe that this hypothecation has certain effect. The policy, regarded solely as a chattel, is an adequate subject for hypothecation and, while intrinsically valueless, could nevertheless be held by the creditor for whatever it might be worth to her as a security until her claim should be paid.

The Society demands that the policy or certificate be surrendered to it before the death claim is paid out. The situation therefore would be that, possibly while Mrs. [illegible] could not realize on her security owing to the lack of intrinsic value in the policy, nevertheless she would be entitled to retain it thereby preventing any other person from getting anything out of it.

At the instance of the Secretary, Mrs. [illegible] surrendered this policy to this office and possession of it has now been given by us to the Administrator of [illegible]'s estate. It is thought that Mrs. [illegible] should not be prejudiced by the acts of this office in this connection and that it will be necessary for this office to negotiate or direct a settlement of her claim, either with the Administrator or with the beneficiary under the policy.

It will be necessary, however, to obtain verification of Mrs. [illegible]'s claim in some acceptable manner.

[illegible]

[illegible]

[illegible]

B.44.

April 9, 1943.

Mr. E. A. Ashland,
Official Administrator,
Port Alberni, B. C.

Dear Sir:

Re: Estate of Kobuto ZEMMOTO,
Deceased

Reviewing this file, it appears as if it will be necessary for Mrs. Kuroyama's claim to be satisfactorily verified, if this has not already been done.

Subject to this verification, it appears as if Mrs. Kuroyama had a hypothecated interest in the policy in the Family Beneficiary Society, in which Mamo SUZUKA was named as payee. It is not suggested at this time that the fund was hypothecated, but merely that the chattel interest in the policy itself was so treated.

This office required Mrs. Kuroyama to surrender this policy, but it is held by the Custodian and by any under him, necessarily subject to whatever interests Mrs. Kuroyama may have. While the governed fund is not attached in any way, nevertheless without surrender of this policy to the Family Beneficiary Society, they will not pay out the fund and the Custodian requires (subject to the verification as previously mentioned) this physical possession of the policy be retained in protection of Mrs. Kuroyama's interest until such time as protection for that shall have been arranged.

Yours truly,

P. M. Russell,
Administration Department.

PMR:HER

cc: Files Nos. 1793 & 1692

1692 & 1793

April 20, 1943.

Mr. Hanae HIRAOKA,
Registration No. 12131,
Sanden, R. C.

Dear Sir:

As you know, you are named as beneficiary in the sum of $2,500.00 from a policy in the Family Beneficiary Society, owned by Kobuto YAMAMOTO who has died.

Before he died, Mr. Yammoto boarded with Mrs. Tokunaten KUROKAMA who kept him for a considerable time. Charges amounting to $485.30 have accrued. To secure Mrs. Kurokama for this debt, Mr. Yammoto left with her the Life Insurance Policy in question.

It is presumed that you will not object to this debt being paid from the proceeds of this Life Insurance Policy and it is intended to follow that proceeding.

We shall be glad to have your confirmation for our files.

Yours truly,

P. H. Russell,
Administration Department.

PHR:NDE

File No. 1692 & 2793

Dundee, S. C.
May 3, 1943.

F. H. Dunkle, Esq.,
Administration Department,
Office of the Governor.

Dear Sir:

I beg to acknowledge the receipt of your letter of April 30, 1943 regarding the late Malachi Inmates's Policy of $5,000.00.

If you think Mrs. T. Sorgum is entitled to get the charges amounting to $693.30, I have no objection about it.

Yours very truly,

(Signed) Hans Kinsler

1793 ✓
2144

5th May, 1943.

Mr. Masao HIRAOKA,
Registration No.12131,
Sandon, B.C.

Dear Sir:

re: The late Mr. Nobuto YAMAMOTO
and the Family Beneficiary Society.

We regret having to inform you that Mr. Garfield A. King, Solicitor for the Family Beneficiary Society, has refused to authorize payment of the amount due under Certificate of Membership #A3233 on the grounds that you, the beneficiary named, are not a dependent and that under the Societies Act the scope of activities of the Family Beneficiary Society is confined to "relieving husbands, wives, children and other dependents" against death, but "not otherwise to carry on the business of insurance". The insurance companies, therefore, get the stand that the policy is null and void, and the Society is prepared to refund certain premium.

The Custodian, however, is contesting the decision of the Family Beneficiary Society, and toward this end asks that you inform us immediately of any and all correspondence you have had, either with Mr. Garfield A. King or the Family Beneficiary Society, sending us originals of all letters to you. Please also indicate whether or not the late Mr. Nobuto Yamamoto at any time regarded you as a ward, if you are in any sense a dependent of his, or if he took any steps toward adopting you or if you are in any way whatsoever related to the late Mr. Yamamoto.

Yours truly,

R. P. Alexander,
Manager.

RPA:GF

1793

COPY

A. G. McCulloch
Barrister & Solicitor
Notary Public

Law Offices: Crell Block
Port Alberni, B. C.

May 11, 1943

The Department of Secretary of State,
Office of Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Vancouver, B. C.

Dear Sirs: Your File #2144

Re: Nobuto Yamamoto, Deceased

With reference to your letter of May 1st, which Mr. Ashland referred to me as I have the file here, I regret that I have been out of the office and just returned this morning.

I now enclose pertinent parts of my file. Would you please return these to me when you have used them. I would like you to particularly notice the copy of the Declaration of Mrs. Kuroyama at the 4th paragraph thereof.

You will also note that the Certificate of Membership was forwarded to the Society on January 20th with the other claim papers.

Yours respectfully,

(Signed) A. G. McCulloch

AGM:W

Encs. 23

Jan. 20, 1943.

Family Beneficiary Society,
553 Granville St.,
Vancouver, B. C.

Dear Sirs:

Re: Nobuto Yamamoto - deceased

With reference to the above mentioned Estate I now enclose Family Beneficiary Society Certificate of Membership #A3323; with request for change of Beneficiary attached in which Masao Hiraoka is named as beneficiary; Certified copy of Letters of Administration naming W. A. Ackland, Official Administrator, as Administrator; Certificate of Discharge of Provincial Probate and Succession Duties; Dominion Succession Duty Act Consent to the transfer of property #152745.

I would ask you to kindly forward the cheque herein to me, made payable to W. A. Ackland as set out in the Letters of Administration.

Yours truly,

A. G. McCULLOCH

AGM:W

Encs.

REGISTER

THE FAMILY BENEFICIARY SOCIETY

Head Office: 553 Granville St.

VANCOUVER, CANADA

January 22, 1943.

A. G. McCulloch, Esq.,
Barrister & Solicitor,
Port Alberni, B. C.

Dear Sirs

Re: Makato Yamamoto, Deceased

We have received your letter of the 20th inst. with enclosures as stated.

We don't see how the documents enclosed will authorise us to pay any claim under this Certificate to Mr. W. A. Ackland.

You might let us have your further views on this point however.

Faithfully yours,

THE FAMILY BENEFICIARY SOCIETY

E. Y. Grasett

Secretary

EYG/GMR

C O P Y

January 25, 1943

Family Beneficiary Society,
Suite 61 Leigh-Spencer Bldg.,
553 Granville Street,
Vancouver, B. C.

Dear Sir:

Re: Hobuto Yamamoto, Dec'd

Replying to yours of the 22nd inst., unless you have certain claim papers which you require to have signed on behalf of the estate, the documents enclosed with my letter of the 20th inst. will be all that is necessary to enable you to make payment of the insurance monies as requested in my said letter.

Trusting to receive this cheque in due course,
I am,

Yours respectfully,

A. G. McCULLOCH
Per:

KEW:EH

Feb. 20, 1943.

Family Beneficiary Society,
Suite 61 Leigh-Spencer Bldg.,
553 Granville St.,
Vancouver, B. C.

Dear Sirs

Re: Nobuto Yamamoto, dec'd.

Further to my letter of January 25th herein, the Custodian of Japanese Properties is enquiring as to the settlement received herein and I must ask you to let me have cheque, made payable to W. A. Ackland, Official Administrator, as Administrator of the said Estate, by return.

Yours truly,

A. C. McCULLOCH

ACMcW

C O P Y

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN PROBATE

C A N A D A

PROVINCE OF BRITISH COLUMBIA

TO WIT:

IN THE MATTER OF THE ESTATE OF NOBUTO YAMAMOTO, DECEASED

AND

IN THE MATTER OF A DEBT OWING TO MRS. TOKUMATSU KUROYAMA

I, MRS. TOKUMATSU KUROYAMA, Policy Registration No. 37654, formerly of Green Cover, in Uchuchlesit Harbour, Alberni Canal, in the County of Nanaimo and Province of British Columbia, but now resident in Bridge River, Province of British Columbia, do solemnly declare:-

1. That I formerly resided at Green Cove, in Uchuchlesit Harbour, on the Alberni Canal, in the County of Nanaimo, Province of British Columbia, but now reside at Bridge River, in the said Province c/o Bridge River Hotel, Bridge River, B. C.

2. That there is due and owing to me by the Estate of Nobuto Yamamoto, the sum of $485.30, for Room and Board, Monies Loaned and goods supplied by me to the said Nobuto Yamamoto, deceased, during his life time.

3. That now produced and marked Exhibit "A" to this, my declaration, is a true copy of a statement of account.

4. That during his lifetime Nobuto Yamamoto delivered to me as security for payment of the above mentioned debt, his Certificate of Membership #A 3325 in the Family Beneficiary Society.

5. That I have forwarded the said Certificate of Membership to the Custodian, Japanese Evacuation Section, 506 Royal Bank Bldg., Vancouver, B. C.

6. That I hold no security for this debt other than the above mentioned Certificate of Membership.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED to before me at the)
Town of Lillooet, in the ) (Signed) Chiemo
Province of British Columbia)
this 30th day of November )
A. D. 1942 ) (Sgd.)
Mrs. T. Kuroyama

(Sgd.) C. G. Price
A Justice of the Peace in and for the Province of British Columbia.

Stipendiary Magistrate in and for the County of Cariboo

C
O
P
Y

Garfield A. King
Barrister, Etc.

Suite 61, Leigh Spencer Building
553 Granville Street
Vancouver, B. C.

March 18, 1943

Mr. A. C. McCulloch,
Barrister &c.,
Grall Block,
Port Alberni, B. C.

Dear Sirs

Re: Noburo Yamamoto, dec'd and
The Family Beneficiary Society

Referring to yours of Feb. 20, 1943, to the above Society, in which request for payment of settlement under the Certificate of Membership held by the above-named deceased, I have been at a loss to know what possible claim either the Custodian of Japanese Properties or the Official Administrator has to the funds in question. I have been touch with the office of the Custodian of Enemy Property here and am advised that that office acknowledges the absence of any right to any moneys in this case, although they suggest they would like to be advised of any settlement. So far as I can see, the Official Administrator has no claim in law since there is a named beneficiary. Under the circumstances I have advised the Society that, in my opinion, no payment should be made either to the Custodian or the Official Administrator. If you hold to the contrary, I would be glad if you would make clear the basis of such claim.

As to the named beneficiary, with whom I am in communication, any settlement with him will be on the basis of direct negotiation with him.

Yours truly,

(Signed) Garfield A. King

K/

C O P Y

April 30, 1943.

Garfield A. King, Esq.,
Barrister, etc.,
Suite 61, Leigh Spencer Bldg.,
553 Granville St.,
Vancouver, B. C.

Dear Sir:

Re: Kobuto Yamamoto, dec'd and The
Family Beneficiary Society.

I greatly regret my oversight in failing to reply to your letter of March 18th in this matter. While it is true that there is a named beneficiary nevertheless the Membership Certificate was deposited with Mrs. Kuroyama to secure the payment of certain sums owing to her. Under these circumstances I am of the opinion that she is entitled to receive the amount owing to her as the beneficiary could not, as I understand it, receive payment of the Insurance monies without surrendering the Certificate and she would be entitled to hold the Certificate until she was reimbursed the amount owing to her. If your client is worried about a possible claim against it which might be presented by the named beneficiary I believe that the beneficiary would be prepared to sign a Release in favour of your client so that the money could be paid over to the Official Administrator, who has already paid the Succession Duties.

Yours very truly,

A. G. McCULLOCH

sgm;w

[redacted]

June 3, 1933.

To: Miss Rec. 3444 & 3795

From: H. M. Bozwell.

Concerning Estate [redacted], Covered by File Rec. 3444, and his membership in the Family Sanitology Society

Re concerning the rights of the Sanitology to recover the funds payable by virtue of the said Certificates

On July 4, 1928 Robert [redacted] became a member of the Family Sanitology Society and that Society issued to him its Certificate Rec. 3444.

This Certificate accompanied this memorandum and the effect is not being here examined, as at present the general right to recover under the Certificate is not questioned. The only question which has as far been raised is that of the particular right to recover in the present case by reason of circumstances collateral to the Certificate itself.

During the year 1929 the Beneficiary named in this Certificate, Ernest [redacted], died. His relationship to Robert [redacted] was not described in the Certificate.

On November 10, 1929 Robert [redacted] made a "request for change of Beneficiary". In this request, which was in writing and is now attached to the Certificate, a new Beneficiary was named: "Mamie [redacted], whose relationship to him is Cousin".

She appearing on the Certificate is a deletion of the name Ernest [redacted], followed by the words "Mamie Blundy, Daughter of the said Robert [redacted]". Adjacent to this change appears a rubber date stamp Rec. 6, 1929, with initials which appear below. This deletion would seem to be admitted and the effect can be determined (if at all) only by the amended "Request". But this "Request" is not under oath.

A technical point may have to mentioned;

A document under seal cannot be varied except under oath.

Parol evidence is not admissible to vary a written document.

Extrinsic evidence in a written document cannot be used to determine their original meaning (Knight Sugar vs. Webster S.C.R. 1930).

Hence;

1. The variation in the Certificate sought to be imported by the alteration is of no effect.

2. There is no usual beneficiary.

3. The benefit of the Certificate falls into the general residuary Beneficiary.

It follows that the "Supposed" has no actual effect on the Certificate, but that the real effect is that of a Will, as suggested below.

There will also probably arise an estoppel against the Society by reason of their having accepted the nomination of Hiroshi and their accepting assessments from Tomoshi between December 5, 1939 and the date of his death.

Finally, it is difficult to see how the Society can be found to be any longer of Hiroshi the general residuary Beneficiary, the Honourable Bishop was changed to the specific Beneficiary, Rose Hiroshi; and, unless prejudice existed, the Society should pay the Rose named Beneficiary, just as they should have paid Tomoshi's personal representative but no specific change has made.

It is thought that other facts should be discovered. The Executor, by virtue of his powers, can ask and demand the answer to any questions he wishes. In this manner, to my mind (before acting is brought) all the advantages of an examination for discovery in an action before Courts. Among the questions which should be asked at this time, perhaps, may will be a demand to see all correspondence leading to the change of Beneficiary, information as to who prepared the request for the change of Beneficiary, and information as to whether Tomoshi's membership in the Society was continuous and uninterrupted until the original named Beneficiary was changed. If any such interruption arose,

It would be necessary to discover in what manner it arose. If there were no such investigation, no representation (whether false or true) by Somerset as to the state of his health could alter the validity of the previously existing Certificate. There would then be invalid or void assignment.

Arising from the last-mentioned point, enquiry should be made as to what is meant by the use of the word "testamentary" in the fifth paragraph of Mrs. King's letter. Are the instructions effected? Is preparation of Legal Opinion on the Certificate sole, without proof of Legal and Beneficial Ownership, the Certificate might carry the vote value.

A general requirement could properly be made upon the Realty Development Company requiring full disclosure of all documents, facts, and circumstances bearing upon future Taxpayer's ownership in that Society; and further disclosure of all documents, facts and circumstances bearing upon all applications or holders of Loans or otherwise issued by the Realty and upon any alleged variations or changes in the effects of such applications or holdings. Similarly should further be required of any Taxpayer or corporation which was allowed to affect any rights or liabilities of a Realty shareholder, the Realty or any other person or persons thereto but or has or may have any interest in the subject-matter.

It is thought that perhaps the compulsory disclosure of the whole of these cases by the Realty might make them rather more willing to settle on the full figure that they at present represent themselves to be.

Those notes are made without the benefit of the Articles of Association or other documents of the Realty. Copies of these can be had from the Registrar under Section 23 of the Evidence' Act, but doubtless they could be had more cheaply from the Realty itself.

A copy of the Evidence' Act is in the file.

It is to be noted as a matter of interest that Miranda sent an order duly of her life certain correspondence. Evidently Mr. King was endeavouring to disassociate the Certificate and their correspondence was entered into without reference to the Certificate. Nor was the Certificate was entered into without reference whatsoever between Miranda, his Solicitor, and Townsend, which, while in no way constituting "solicitor-client" within the technical meaning in the English language, may still have been a "solicitor-client" contemplated amongst Japanese persons, who have a different concept from ours.

The foregoing notes have been directed without the advantage of any reference having yet to be brought that this whole situation should be considered very fully in the light of all facts to be gathered, as the Commissioner with the Realty Beneficiary Society have a very strong moral obligation to carry out the agreement implicit from their Certificate.

[illegible]

Mr. A. E. Wright

Files #1793 & 2144 June 10th, 1943.

MEMORANDUM

TO: MR. R. P. ALEXANDER

FROM: MR. K. W. WRIGHT

Re: Masao HIRAOKA and
Nobuto YAMAMOTO, Deceased.

In accordance with your memo of 26th ult., Mr. Russell submitted all data herein under date of 3rd instant. You will recall Mr. McPherson's instructions as follows:

"If a Court action is to be resorted to, then that step should only be taken when Evacuee agrees and there are sufficient funds in hand or he places the Custodian in funds to protect him against costs in the action if successful."

The Accounting Department advises that Masao HIRAOKA has $853.85 to his credit. Mr. Sheppard's bill for opinion will be paid from this amount, but if he recommends that legal proceedings be instituted, we will ask you to obtain the Evacuee's approval to use the money for such costs as we may be put to.

KWW/W

K. W. WRIGHT

Dale 2449 (Evacuee)
1793

COPY

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

703 Rogers Building,
Vancouver, B. C.
July 19th, 1943.

Office of the Custodian,
412 Royal Bank Bldg.,
Vancouver, B. C.

Attention Mr. Bridth.

Dear Sirs:

Re: Hana Hiraoka and Kobuto
Yamamoto, Deceased - Your files
No. 2144 and 1793 - Legal Department.

From your instructions Kobuto Yamamoto on July 4th, 1928 became a member of The Family Beneficiary Society and obtained a certificate of membership of the date, which included insurance on his life payable to Setsui Yamamoto. On September 12th, 1935 the insured Yamamoto made a further application to the Society for an insurance policy in which he made representations of good health. The significance and the reason for that application is not known to the Society; there appears to be no formal record of the original certificate having lapsed. On December 5th, 1939 the beneficiary was changed to "Hana Hiraoka, Dependent of the said Kobuto Yamamoto." This change was made by endorsement on the original certificate although this is also the beneficiary named in the application of September 12th, 1935. The insured has since died and the Society refuses payment on two grounds-

1. As stated by Mr. King, Solicitor, in his letter of April 29th, 1943: "It turns out that Hanae Hiraoka was in no sense a dependent, or even a relative of the deceased. It follows that the contract in which he is purported to be a beneficiary is a nullity, on the simple ground that it is beyond the statutory powers of the Society."

2. That the application for reinstatement of December 5th, 1939 was founded on misrepresentations in that the insured died on April 3rd, 1942 of chronic diabetes mellitus.

As to the first objection by the Society the Societies Act, Chap. 265, Section 3, subsection 2 provides as follows:

Office of the Custodian.

> "A Society may make provision for the benefit of its members by means of subscriptions against sickness, disability, unavoidable misfortune, or death, and for relieving their husbands, wives, children, or other dependents, but shall not otherwise carry on the business of insurance, and every society operating under this subsection shall notify the Superintendent of Insurance to that effect, and furnish him with such information as he requires in regard to such operations. A society required to be licensed under the "Insurance Act" shall not commence or carry on its operations unless it is licensed under and complies with that Act."

The objects of the Society as stated in its Declaration are the equivalent of the permitted objects stated in the quoted sections of the Act. The variations are not of importance. We agree with the Society that this section limits the powers of its Society in undertaking insurance and any insurance outside the Section is void as ultra vires. As to the position of Hiraoka, the designated beneficiary, it appears from his letters of November 14th, 1942 and of May 14th, 1943, that he was named as beneficiary because the assured had no close relatives and was a good friend of this beneficiary's father and that the beneficiary's father had given the insured money. It, therefore, appears that this beneficiary is not one of the designated relatives and is not a dependant of the insured, and therefore the designation of this beneficiary is outside the powers of this Society. We can find no reported cases of this Province covering the point and the matter must therefore be answered on principle but when the Section permits insurance for the benefit of relieving certain designated persons that is impliedly against benefitting others, and Hiraoka does not appear one of the designated persons. However, assuming the designation of Hiraoka to be ultra vires the Society we do not agree that the consequences raised by Mr. King do follow, or that the whole insurance has become invalid. The original designated beneficiary was Sotomi Yamamoto which according to your files referred to as wife of the insured, and we also understand that she has since died, but the date does not appear from the information submitted. There is a suggestion that the death was prior to November 15th, 1939 when Hiraoka was substituted. As against that there is the purported signature of Sotomi Yamamoto on that request for change of beneficiary.

We would suggest that the relationship of Sotomi Yamamoto to the insured be verified but assuming that she was the wife she further becomes one of the beneficiaries permitted by the Act and it would follow that the certificate of membership

Office of the Custodian.

of July 4th, 1928 was a valid contract of insurance so far as the powers of the Society are concerned, and under that certificate there was the undertaking to pay Setsuni Yamamoto or in the event of her death to pay the insured. On December 5th, 1939 by a purported contract between the insured and the Society the beneficiary was changed to Hiraoka. Assuming this latter contract to be ultra vires because Hiraoka was not a dependent or relative then it is void and of no effect on the certificate of insurance previously issued, and being void and of no effect the previous valid insurance of July 4th, 1928, remains unaffected, and continues payable to Setsuni during her life and in the event of her death to the insured.

Mr. King's argument contains statements mutually inconsistent in that he says on the one hand that the change of beneficiary is void as ultra vires and on the other hand that the change of beneficiary was not void but effective in order to substitute Hiraoka for Setsuni. We do not see how he can say that the change was void and at the same time say that the purported change was not void but an effective change of beneficiary.

Re - Misrepresentation.

The second contention of the Society is that the policy is void on the grounds of misrepresentation. The Insurance Act, Section 182, Subsection 3 makes Sec. 76 to 129 inclusive, applicable to this Society. Under Sections 83 and 84 the non-disclosure or misrepresentations of material facts would void the policy provided that the policy becomes incontestable after two years in the absence of fraud. The insured died according to the medical certificate on April 3rd, 1942 of chronic diabetes mellitus. Two years have now lapsed whether it be taken from 1928, the original application, or from September 12th, 1935, the second application, and therefore the insurance is incontestable unless the Society can establish that the insured knew the statements to have been false at the time of the application. There are two applications substantially similar excepting but in that of 1928 the insured stated he drank moderately and in 1935 he stated he did not drink. This appears to be immaterial in that the insured first disclosed that he did drink moderately. The important misrepresentations are that he had good health and in 1935 he stated he had not consulted a physician for the past three years, that he had never been told his urine contained albumen casts or sugar. These statements and failure to disclose facts material to the contract are made the basis of misrepresentations-

Office of the Custodians.

(a) To avoid the insurance in its entirety the Society must establish that on July 4th, 1938, the insured knew he was suffering from diabetes and misrepresented his condition or wilfully withheld the disclosure that he was suffering from diabetes. Physicians whom we have consulted in Vancouver inform us that it is quite possible he did not know he had that condition in 1938, and it was further possible that he did not have it, so the representations may have been truthful.

(b) As to the statement of September 12th, 1935, we have gone through the records of this Society so far as they are available, and cannot find any reason for such application. You could understand that had the original policy lapsed for non-payment of premiums then it would be necessary for the insured to apply for reinstatement, and such application must disclose his condition at that time so far as he knew, but the records of the Society do not show that the policy had lapsed, and if the policy had not lapsed and had continued throughout as a valid insurance then the representations in the statement of September 1935 are immaterial because they were not acted upon by the Society except possibly to change the beneficiary, but we do not see how the condition of the insured's health would be material to the change of beneficiary for two reasons-

1. The beneficiary was not changed - the purported designation was ultra vires.

2. The risk insured against is the death of the named insured and we cannot see that he is any more likely to die with Hiracka named as beneficiary than Sotoni.

We would suggest as a precaution that enquiries be made of the physician attending at the time of death to find out if he knows when the insured first knew that he did not enjoy good health, and in particular whether he knew that he had diabetes either in 1938 or in September 1935. From the information now available to us it would appear to us that this misrepresentation is not a defence but that may be modified by subsequent information.

It, therefore, follows that on the facts disclosed

Office of the Custodian.

there is prima facie a valid policy of insurance payable to the estate of the insured by reason of the prior death of the original beneficiary, Sotomi Yamamoto.

The Claim of Mrs. T. Yamamoto.

This woman claims as a creditor of the insured and also by deposit by way of security of the certificate of insurance. In that the monies go to the estate she as a creditor would have a preferred right, therefore, it is immaterial whether she claims as a creditor or in the hypothec.

Testamentary dispositions.

In our opinion the change of beneficiary although signed before two witnesses is not a Will of the insured in that it is not intended to take effect only in the event of death, but is intended to take effect presently. It is, therefore, not a testamentary disposition but an intended immediate change of existing contract.

Re-Estoppel

We are of the opinion that the Society is not estopped from denying that Hirooka is a dependent for two reasons:-

1. An estoppel could not make valid a contract which is otherwise ultra vires.

2. Neither the insured, nor Hirooka, could be misled by any conduct of the Society in that they both knew whether or not the latter was a beneficiary; not being misled there could be no estoppel.

Probable interest in the insurance monies.

As monies payable to the Administrator they would be held first for the creditor. The surplus, if any, after paying the administrator's costs will devolve upon the next-of-kin of the insured, if any. Hirooka stated the insured had no relatives. In that event the monies would be bona vacantia and pass to the Crown in the right of the Province. On the other hand if the insured had relatives and they are enemies then the monies would pass to the Crown in the right of the Dominion.

Office of the Custodian

Re-Limitation

We would point out that under the Insurance Act, Sec. 124, any action must be commenced within one year next after the furnishing of reasonably sufficient proof of the maturity of the contract and of the right of the claimant to receive payment. The insured died on April 3rd, 1942 but that does not fix the date when the year begins to run. We observed that on September 4th, 1942 you forwarded to the Society the official death certificate and medical forms duly completed. However, you did not then forward the original membership certificate which had been requested by the Society. On September 8th, 1942 the Society required proof of the identity and existence of the beneficiary Hiraoka and "her relationship"; on January 23rd, 1943 the Society wrote asking for further information about the named beneficiary; April 29th, 1943 the Society wrote it was not satisfied of the claim of the named beneficiary. It, therefore, appears that it might well be contended that the year had not begun to run but it would be proper precaution for you to assume that the year runs from September 4th, 1942 and therefore any action should be brought on or before September 3rd, 1943.

In conclusion we are of the opinion as follows:-

(a) On the facts submitted there is a probable cause of action.

(b) Whether the Custodian has any interest must depend upon whether the monies devolve upon escheat whose interest would thereupon vest in the Crown in the Right of the Dominion.

(c) An action should be brought by the Official Administrator, the personal representative of the insured, but in that he would be held liable for costs we think it would be a proper precaution on his part to obtain indemnity from those who will benefit by his action. In any event if he recovers the monies he should apply to the Court for directions before disbursing it in order that the Court may determine whether the surplus monies pass to the Crown in the Right of the Province or to the Crown in the Right of the Dominion.

We have discussed the matter with Mr. Ajay pointing out that we are of the opinion that his contention that the

Office of the Custodian.

policy was ultra vires was not well founded, and also the difficulties of establishing fraud. He wished to know whether we would not accept a settlement if the offer was raised from $450.00 to $485.30, the amount of the creditors' claims. The value of the claim must depend upon the information received from the Doctor and we would suggest that these enquiries be made before any offer of settlement is accepted, bearing in mind the period of limitation. In any event we would suggest that a Writ be issued not later than September 3rd as we are satisfied that the Society would make settlement without allowing it to go to trial.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD

Per :- "F.A.S."

FAS/EH.

MEMORANDUM TO FILE No. 1793 May 5, 1944

Re: Masao HIRAOKA, Reg. 1514

With reference to the hull, 37'x10', and the 24 HP Vivian engine, left at Richmond Boat Works, as declared by this man in his JP form, I have been unable to find a record of this boat. 1 1

The boat would appear to have been at the Richmond Boat Works, as at April 7, 1942, and therefore was not among the boats surrendered to Naval Service.

There is no name, or numbers of any kind given in connection with this boat. However, the RCMP Information says that HIRAOKA owned a vessel "S.S.". Information supplied by the Registrar of Shipping, Victoria, under date of April 26, 1943, showed, "#2104 - "S. S." owned by Masas (?) HIRAOKA." This, in addition to the "Tz aartoos" Victoria 1514 referred to on memo of this date. 2 2

It will be necessary to investigate this matter to find out if HIRAOKA sold this boat privately, or just what did happen.

GM

1. See "Lambert Point" Ifode Released Vessels and Letter, May 31, 1944 from Sage Kiichi.

2. See Letter May 27, 1944 G Matheson

Ex. 1798

Copy Only

REG. SH. (C)
Of Schedule to Chap. 44, R.S. of Canada, 1934.

1504
5-40

CANADA

# LICENCE

No. 2104

*Port of Registry,* Victoria B.C.

**This is to Certify** that the Launch "S.S." of which the particulars are herein contained, was this day licensed by me, REGISTRAR OF SHIPPING VICTORIA, B.C. Collector or Chief Officer as the case may be of Customs at VICTORIA, B.C. under the provisions of Part I of the *Canada Shipping Act, 1934.*

Ship or Vessel as the case may be and state her name

Name of Port

| MEASUREMENTS | FEET | INCHES | TONNAGE | NUMBER OF TONS |
|---|---|---|---|---|
| Length | 33 | | Approximate | 6 |
| Breadth | 7 | | | |
| Depth | 3 | 6 | Vivian. | |

| NAMES OF OWNERS (OR NAME OF OWNER) | NUMBER OF SHARES HELD BY EACH* |
|---|---|
| Masao Hiraoka Banfield B.C. | 64 |

*(If the property in the Ship or Vessel is not divided into shares, this column need not be filled up.)

Signature R. E. Wise

For REGISTRAR OF SHIPPING
VICTORIA, B. C.

Dated this Victoria B.C.

day of 2nd January 1940

See 22/5/44 in regard to sale of this boat to an Indian

Sandon, B. C.,
May 22, 1944.

EVACUATION SECTION
Rec'd MAY 26 1944
File No. 1773
Ans.
Referred Matheson

Department of State,
Office of the Custodian,
Japanese Section,
506 Royal Bank Building,
VANCOUVER, B.C.

ATTENTION: Mr. F. Matheson.

Dear Sir:

RE: Masao Hiraoka, #12131

The vessel enquired about was only partially completed at time of sale, had no name or registration number. Certain monies were still owing on the vessel to The Richmond Boat Works, Steveston (Mr. Kishi) and boat was left in his custody, and further information can be obtained from him. The engine was a contingent purchase and was to be installed when the necessary stage in construction was reached. Information on this might be obtained from Vivian Engine Works.

The vessel License #2104 has no connection with above and was sold to an Indian, name unkno n, before leaving Bamfield, Vancouver Island. Record of sale should be at Bamfield or Victoria.

This statement signed for Masao Hiraoka by his father, Heijiro Hiraoka.

Yours truly,

Masao Hiraoka, #12131

per H. Hiraoka

Heijiro Hiraoka, #12073

# MEMORANDUM

File Nos. 1793
4592

November 6th, 1945.

TO: The File

FROM: Mr. A. B. Mackedie

RE: Masao HIRAOKA
Saeji KISHI

In a letter dated August 25th, 1944, on file 1793, Mr. HIRAOKA states as follows: "I removed an engine from the Richmond Boat Works to the Vivian Boat Works just before I evacuate".

This would appear to settle the disposition of the Vivian 26 H.P. engine as far as File 4592 is concerned.

RBM:LBM

R.B.M.

1793

May 27, 1944

Vivian Engine Works Limited,
1100 West 6th,
Vancouver, B. C.

Dear Sirs:

Masao HIRAOKA, #12131
Fisherman- Bamfield, B.C.

This man declared ownership of a new hull and engine. Of the engine, he has written us as follows:

> "The engine was a contingent purchase and was to be installed when the necessary stage in construction was reached. Information on this might be obtained from Vivian Engine Works."

We would be pleased, therefore, to hear from you in regard to this engine. Had any payments been made to your company in connection with the purchase? If so by whom? Was the engine installed in the boat when she was completed? Do your records indicate that Masao Hiraoka has any interest in the engine?

Yours very truly,

F. Matheson,
Specified Articles Department.

EVACUATION SECTION
Rec'd JUN 2 1944
Ans.
Referred Madison

Cascade, B.C.,
May 31st, 1944.

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

Sirs:-

Attention Miss F. Matheson.

Re: Your File No. 1793 and 4591,
and re: Masao Hiraoka, Reg. 12131.

Referring to your favor of 27th inst., addressed to Mr. Kiheiji Kishi, which letter was given to me for a reply, in regard to an unfinished vessel and an engine said to have been declared to you by Masao Hiraoka, I beg to state that;

(1) Hiraoka requested me to build a hull for a trolling boat at the agreed cost of $1,775.00 (Bare hull).

(2) Hiraoka is said to have purchased under contingent sale agreement a second hand engine from the Vivian Engine Works, the cost of which was not known to me.

(3) Hiraoka paid me on account $1,300.00.

(4) Vivian Engine Works demanded payment of $515.00 (Probably $15.00 were for transportation to Steveston) and the said sum was paid to them with the knowledge of Hiraoka out of the $1,300.00 first paid into me (Ref. 3 aforesaid). Also $4.00 worth of cement was purchased, which item was exclusive of the price of the hull contracted.

(5) Before the hull was completed, evacuation order was issued and Hiraoka requested me to dispose the hull, if at all possible, as there was no certainty of him accepting the hull nor of my completing the hull then - a case of force majeure.

-Continued-

(6) A manager of a Skeena River cannery belonging to Canadian Fishing Company came to me and was willing to buy the hull at a price governed by the stage of construction. Fortunately, the hull was completed prior to my evacuation and it was sold to the cannery at $1,638.00.

1775 K38 $137

(7) Hiraoka, knowing that I have suffered a loss to the extent of $137.00 (Difference between $1,775.00 and $1,638.00), agreed to take $650.00 in settlement thereby absorbing himself a loss of $131.00 (Difference between $1,200.00 and $515.00, $4.00, and $650.00). The $650.00 was paid to him on May 17th, 1942.

4300 1169 711

K38 515 1123 65 473

(8) As much as I have no knowledge of the purchase price of the engine in question and also what arrangement Hiraoka entered into with the Vivian Engine Works as to the return of $515.00 or thereabouts, I am unable to comment on the matter. However, I presume that the engine people is still holding the engine and that they are to return the money to Hiraoka as soon as the said engine is disposed of.

Trusting that these are the information you require, I am,

Yours faithfully,

S. Kishi

SAEJI KISHI,
Former Owner,
Richmond Boat Works.

4592

Miss Matheson:

This vessel was said to have been named "Lambert Point" after an engine was installed by the Canadian Fishing Company. If you will check up the "List of Released Vessels" I am sure that you will find it.

K. Kamura

CABLE: "ENGINES" VANCOUVER

# Vivian ENGINE WORKS LIMITED

MANUFACTURERS OF GASOLINE AND DIESEL
MARINE AND STATIONARY ENGINES

All communications to be addressed to the Company.

Telephone BAyview 1526
1100 West Sixth Avenue

Vancouver, B.C.



June 6, 1944.

Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Hastings and Granville,
Vancouver, B.C.

Re File 1738. 3916/03191 SUGA Hisao

Dear Sirs:

In reply to your letter of May 15th, we enclose herewith our cheque No. 1784 in the amount of $200.00 covering refund of deposit on account of engine purchase Hisao Suga.

Refund of deposit re purchase of engine

Duly extracted to 3916/1.

Re File 1793.

In reply to your letter of May 27th, we wish to advise that we have not had any dealings with Masao Hiraoka, but we hold a $500.00 deposit on an engine sales contract from the Ucluelet Fishing Company. Possibly there is some connection between these two accounts.

We would be pleased to hear from you in this connection.

Bulkley Valley 15-6-44

Yours very truly,
VIVIAN ENGINE WORKS LIMITED

Ernest W. Dunn

EWD:eb
Encl.

REGISTERED VIVIAN TRADE MARK

1793

June 12, 1944

Vivian Engine Works Limited,
1100 West Sixth Avenue,
Vancouver, B. C.

Dear Sirs:

Attached is Custodian receipt No. 9115, acknowledging the sum of $200.00 received on behalf of Hisao Suga.

With reference to the engine which Masao HIRAOKA is said to have purchased from yourcompany, the following information has been supplied to this office:

"Hiraoka is said to have purchased under contingent sale agreement a second-hand engine from the Vivian Engine Works, cost,unknown.

"Vivian Engine Works demanded payment of $515.00 (probably $15.00 was for transportation to Steveston) and the sum was paid to them by Saeji KISHI, of "Richmond Boat Works, out of money paid to him by Hiraoka." (This money had been paid to Kishi as part of the contract price of a hull which he was building for Hiraoka).

The engine does not appear to have been delivered. At any rate, the hull was sold without an engine.

We have no record of Masao Hiraoka having had any connection with the Ucluelet Fishing Company.

According to Masao Hiraoka this engine was a 24 HP Vivian and was valued at $700.00.

Yours very truly,

F. Matheson,
Specified Articles Department.

Enclosure

1793

June 27, 1944

Mr. Masao HIRAOKA,
Registration No. 12131,
Sandon, B. C.

Dear Sir:

With further reference to our letter of June 3rd, in regard to the hull and engine, declared by you as being in the custody of Mr. Kishi, of the Richmond Boat Works, we attach copy of letter and statement received from the Vivian Engine Works Limited.

As you will note, the Vivian Engine Works Limited state that the engine was delivered to Richmond Boat Works on December 3, 1941. This does not agree with the information given by Mr. Saeji Kishi in his letter of May 31st, a copy of which was sent to you with our letter of June 3rd. The paragraph (8) of Mr. Kishi's letter read:

> "As much as I have no knowledge of the purchase price of the engine in question and also what arrangement Hiraoka entered into with the Vivian Engine Works as to the return of $515.00 or thereabouts, I am unable to comment on the matter. However, I presume that the engine people is still holding the engine and that they are to return the money to Hiraoka as soon as the said engine is disposed of."

It is possible that you may have disposed of this engine yourself. If not, would you kindly let us hear from you (giving any information that you think will be of aid in tracing the engine), and we will go into the matter further on your behalf.

Yours very truly,

F. Matheson,
Specified Articles Department.

Enclosure

CABLE "ENGINES" VANCOUVER

# Vivian ENGINE WORKS LIMITED

MANUFACTURERS OF GASOLINE AND DIESEL
MARINE AND STATIONARY ENGINES

All communications to be addressed to the Company.



Telephone BAyview 1526
1100 West Sixth Avenue
Vancouver, B.C.

File No. 1793. June 15, 1944.

EVACUATION SECTION
Rec'd JUN 16 1944
File No. 1793
Ans.
Referred Matheson

Mr. F. Matheson,
Office of The Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

We wish to acknowledge your letter of June 12th, and thank you for your receipt No. 9915, for the sum of $200.00 which you have received on behalf of H. Suga.

We have checked into the business which we had with Mr. M. Hiraoka and attach herewith a statement of the account. The engine purchased by Mr. Hiraoka was delivered to Richmond Boat Works on December 3, 1941, and was signed for by S. Kishi. Delivery was made by the Arrow Transfer Company, and they collected the balance owing of $515.00, at the time of making delivery.

We will be pleased to know what you wish us to do with the money which we have from the Ucluelet Fishing Company.

Yours very truly,

VIVIAN ENGINE WORKS LIMITED

C.W. Christian

C.W. Christian

CC/eb

REGISTERED VIVIAN TRADE MARK

File No. 1793.

Roseberry B.C.
July 15, 1944.

Mr. F. Matheson,
Office of the Custodian,
506 Royal Bank Building,
Vancouver B.C.

EVACUATION SECTION
Rec'd JUL 19 1944
File No. 1793
Ans.
Referred Matheson

Dear Sir:
Thank you for the letter I received on July 8.
I should have written about the matter more sooner, but I had little trouble moving to Roseberry that keeps me late.
The letter from the Vivian Engine Works Ltd ● night. $20.00 was paid direct from me first, and the $5.15.00 was paid by Mr. S. Kishi at the time of making delivery, so that makes $15.00

Yours truly,

Masao Hiraoka

Roseberry B.C.

1795

July 19, 1944.

Mr. Masao HIRAOKA,
Registration No. 12131,
Roseberry, B. C.

Dear Sir:

Thank you for your letter of July 15th, in which you state that the letter from the Vivian Engine Works Ltd. was correct.

We understand that this engine was delivered to the Richmond Boat Works, and in your statement of personal property you declared this engine to be in the custody of the Richmond Boat Works. Did you sell this engine since registering with the Custodian? If the engine, as far as you know, is still unsold, and you have not received payment, would you kindly let us know, and we will endeavour to trace it. Unless we hear from you, we shall assume that you have sold the engine and that you have no property requiring our attention.

As you are aware, the M/V "Tzaartoos" was sold for the total sum of $865.00, from this was deducted the supervision charges of the Japanese Fishing Vessels Disposal Committee, and the balance of $853.85 was placed to your credit in the Custodian trust account. Funds have been sent to you from this amount, leaving a credit balance of $802.82 in your account at the present time.

We note that the vessel "S.S.", Victoria Licence 2104, was sold to an Indian at Bamfield. In order that the Shipping records may be corrected, would you kindly give us the name of the Indian.

Yours very truly,

F. Matheson,
Specified Articles Department.

If Hiraoka doesn't write again,
he must have sold the engine.
FM

File 1772.14-4392

Fire Protection Dept. August 7, 1944.
From: F. Matheson

**HIROSHIMA Re: Engine at Richmond Boat Works**

On FP of File 1772, Messr HIROSHIMA declared: In custody of Mr. Kiehl, Richmond Boat Works, Steveston, B. C.

1 27'-30' Boat (No engine) Appr. value $2,000.00
1 24 HP Vivian engine for above 700.00
$2,700.00

Saabi KIEHL, File 4392, of the Richmond Boat Works, in letter of May 23, 1944, stated that Hiroshi had paid him $1,300.00 to build a hull for a trolling boat at an agreed cost of $1,774.00 (bare hull). From the $1,300.00 the sum of $715.00 was paid to Vivian Engine Works for the engine, and $4.00 for extras (this item was exclusive of the agreed cost). The hull was sold for $1,638.00. Kiehl said in his letter thereon, inquiring that I have suffered a loss to the extent of $137.00 (difference between $1,775.00 and $1,638.00) agreed to take $650.00 in settlement thereby absorbing himself a loss of $131.00 (difference between $1,300.00 and $715.00, $4.00 and $650.00) the $650.00 was paid to him on May 17, 1942."

Kiehl further stated "I presume that they (Vivian Engine Works) are still holding the engine and that they are to return the money to Hiroshi as soon as the said engine is disposed of."

Vivian Engine Works, however, report that the engine was fully paid for with the final payment of $715.00 when the engine was delivered, that delivery was made to Richmond Boat Works on December 3, 1941 and was signed for by S. Kiehl.(Letter, June 13,1944)

Messrs HIROSHI, in letter of August 2, 1944, says "my engine is still unsold and I have not received payment."

Until Kiehl's FP shows a 24 HP Vivian, valued at $700.00, which could very well be Hiroshi's engine, but the file does not indicate what happened to this engine.

Messrs HIROSHI paid $700.00, plus delivery charge of $15.00, for an engine, which was delivered to S. Kiehl. If the 24 HP Vivian is the engine in question, he has a claim for whatever money was received from the sale of the engine.

NCJ - mmt yf - 8.8.44

[redacted]

Files No. 1793 and 4992 August 18th, 1944

1. Saeji KISHI declared on April 21st, 1942, a Vivian 24 horse power engine, valued at $700.00, left at his boat house at the Phoenix Cannery.

2. Hanae HIROAKA declared on April 7th, 1942, a 24 horse power Vivian engine, valued at $700.00, left in care of the Richmond Boat Works, Steveston, being the boat works owned by Saeji KISHI.

3. Mr. Mather, our investigating agent, reports on May 20th, 1942 - "the Vivian engine referred to in form J.P. (Saeji KISHI's declaration) has apparently been disposed of".

4. Mr. Lord of Phoenix Cannery reports on August 17th, 1944, that he is certain that no Vivian engine was on these premises at the time of evacuation.

5. Saeji KISHI writes on May 31st, 1944 - "I presume that the Vivian Engine people are still holding the engine".

6. The Vivian Engine Works reports on June 15th, 1944 - "The engine purchased by Hanae HIROAKA was delivered to the Richmond Boat Works on December 3rd, 1941 and was signed for by Saeji KISHI. Delivery was made by the Arrow Transfer Company and they collected the balance owing of $515.00, at the time of making delivery".

7. On July 15th, 1944, Hanae HIROAKA writes - "$200.00 was paid direct from me first and the $515.00 was paid by Mr. Saeji KISHI at the time of making delivery".

It seems clear from the above that the engine was delivered to Richmond and paid for but subsequently disposed of or removed by one of the two evacuees concerned.

H. F. Green,
Protection Dept.

HFG/MEC

Rosebery B.C.
August 3, 1944

File No. 1795

Mr. F. Matheson,
Office of the Custodian
506 Royal Bank. Bldg.
Vancouver B.C.

EVACUATION SECTION
Rec'd AUG 7 1944
File No. L'795
Ans. 8/8
Referred Matheson

Dear Sir:

Thank you for your letter which I received on July 25rd
My engine is still unsold and I have not received payment. I think it's still at the Vancouver Engine Works Ltd.
I don't know the name of the Indian which I sold the vessel "S.S." Victoria Licence 2104, will you please ask at the custom office of Bonfield, I think they will know the name of the ~~Hindu~~ Indian.

Yours truly
Moses Hiaoka.

45 97

1793
4592

August 18th, 1944

Mr. Hanno HIRAOKA,
Registration No. L/131,
Roseberry, B.C.

Dear Sir:

Thank you for yours of August 3rd. Our files show many conflicting statements, as per our enclosure. This is sent to you in duplicate and we suggest you send one to Mr. Saeji KISHI at Christina Lake and get more information from him.

It seems clear both from his declaration and from the Vivian Engine Works' statement, that the engine was received by him. What happened to it?

Yours truly,

H. F. Green,
Protection Department.

HFG/MEG
encl.

Roseberry B.C.
August 25, 1944

Letter 1703
4592

EVACUATION SECTION
Rec'd AUG 29 1944
File No. 1793 & 4592
Ans. 9/9
Referred Green
civil defence

Mr. T. H. Green
Office of the Custodian,
504 Royal Bank Bldg.
Vancouver B.C.

Dear Sir:

Thank you for your letter of August 18th.
In that letter you asked me to get information from Mr. Kishi. ~~It~~ but I think there's nothing to get from him. because the $300.00 and $615.00 ~~is~~ (which Mr. Kishi paid) is all my money. I left the money to Mr. Kishi to paid for me at the time of making delivery.
I removed the engine from the Richmond Boat Works to Vancouver Engine Works just before I ~~re~~evacuate. They said they will keep still the Engine is sold and then they will send me the money. Since then I haven't write nor heard from the Vancouver Engine Works so I don't know that the engine is sold or not. I am very sorry for all the trouble.

Yours truly,
Masao Hiraiska
Roseberry B.C.

* Quick Company

1793

August 31st, 1944.

The Vivian Engine Works Ltd.,
1100 West Sixth Ave.,
Vancouver, B. C.

Dear Sirs:-

Re: Masao HIRAOKA

With further reference to yours of June 15th, we have made enquiries about the engine purchased by the above and delivered by you to S. Kishi at the Richmond Boat Works. Mr. Hiraoka now advises that he removed the engine from the Richmond Boat Works back to your good selves just before evacuation sometime in the latter part of May 1942. He writes that you were willing to keep this engine until it was sold and send him the money, but since then he has not heard from you. Would you kindly let us know about this?

Yours truly,

H. F. Green
Protection Department

HFG:IF

This was merely an accomodation for the Jap.

Rep. Dunn of V.E. Co. called 8/9 + stated that they had no record of ever having received this enquiry back. Rep. Nelson sales manager states being a member at one time of a shed at 6th + Pine from the Arrow Transfer, + it is possible that the enquiry was returned there, but he has no record, neither Arrow Transfer.

1793

September 9th, 1944

Mr. Masao HIRAOKA,
Registration No. 12131,
Rosebery, B.C.

Dear Sir:

On receipt of yours of August 25th we wrote again to the Vivian Engine Works and have now heard from Mr. Dunne as follows. He confirms that they have no record of ever having received your engine back from the Richmond Boat Works.

Mr. Nelson, Sales Manager, states that at one time they rented a shed from the Arrow Transfer and that it is possible that the engine was returned to that shed. Neither he nor the Arrow Transfer have any record of this.

We have found the Vivian Engine Works very reliable in their dealings and in the absence of any receipt handed to you at the time the engine was returned, we cannot press this matter further, especially as their taking the engine back was merely a courtesy to you. At the same time, we are anxious to trace this engine and we wonder if you can recollect any more particulars. Do you recall which transfer company moved the engine? Were you given any receipt at the time the engine was taken away? Please give us all the information you can and we will follow this further on your behalf.

Yours truly,

Cannot follow this up without more information

H. F. Green,
Protection Department.

HFG/MHG

CLAIM Nov. 9, 1944

CREDITOR: Masao HIRAOKA, #12131 FILE 1793

DEBTOR: Canadian Government

AMOUNT: $12.25

Expenses incurred in connection with the seizure and removal from Barclay Sound to Fraser River of M/V "Tz aartoos", Vic. 1514.

1793
2144

May 4th, 1945.

Mr. Masao HIRAOKA,
Reg. No. 12131,
Rosebery, B. C.

Dear Sir:-

Re: Nobuto YAMAMOTO (Deceased)

Further to our letter of November 24th 1943, we find on reviewing your file and that of the above deceased, that the only residue of his estate consists of two suitcases and one canvas bag. The contents are photographs, letters, and clothes but the clothes are of no value having been attacked by moths.

We propose to destroy the unsalable and valueless articles such as the clothes but the remaining items can, if you wish, be sent to you. We recall that previously you did not require these items and if you are still of the same opinion, they can remain here at least for the time being. You might, however, let us know your wishes.

Yours truly,

H. F. Green
Protection Department

HFG:IF

Feb 20. 1793

March 17, 1944
Lasher B.C.

Mr. W. J. Grayer,
Protection Department,
506 Royal Bank Bldg.
Vancouver B.C.

EVACUATION SECTION
MAR 19 1946
1793
Referred Motion

Dear Sir:

I am very sorry to write to you now about my engine which I left at Vivier Engine Works Ltd. on M.4. Shed before the evacuation. I should have answer your letter long time ago but I didn't get the receipt and I don't remember the name of the transfer which delayed for not writing so please forgive me.

Couple of month ago I found a letter from which I received from Mr. Fred K Nelson before I evacuate about the engine. I am sending a copy of one and another is a answer from Mr. Fred K Nelson which I written at Griffin Lake Road Camp. In his letter shows that the Engine was still there. after that I don't known what happen to the engine. I send a same copy to Vivier Engine Works to ask about the engine, but they say there is no engine.

I am very sorry to trouble you but I thought it was best to write to you again and see about it.
It is my fault for not getting the receipt when I left the engine at Vernon on Mr. Shel, but it happen like this.
Thanking you so much for troubling you but will you help me.

Yours truly,
Mrs Newmarch,
Registration No. 12131.
Fashme B.C.

Vancouver B.C.
June 25th, 1912.

Mr. M. Wenska,
Griffin Lake, B.C.

Dear Sir:

We have not had any inquiries as yet regarding this engine. When we do, we will communicate with you

Yours truly,
Vancouver Engine Works Ltd.
Signed by.
FRED'K NELSON
SALES MANAGER.

Closed 19/3/42
to Tomlinson
will please return

Vancouver, B.C.
May 8, 1942.

Mr. M. Hiraika.
% Kishi Boat Works.
Steveston B.C.

EVACUATION SECTION
MAR 19 1946
Received

Dear Sir:

Following our conversation of to day's date we are pleased to advise that it is in order for you to deliver your 3 cylinder 24 H.P. Vivian Gasoline Engine to us. We will endeavour to sell this engine for you for the sum of $90.00. We are not to be held responsible for this engine, but if a sale is effected and you have written us to us telling us where the monies are to be sent, we will remit to you if it is in order.

Yours truly,
Vivian Engine Works, Ltd.
Signed by.
FRED'K NELSON
SALES MANAGER.

1591
1592

CABLE "ENGINES" VANCOUVER

# Vivian ENGINE WORKS LIMITED



MANUFACTURERS OF GASOLINE AND DIESEL
MARINE AND STATIONARY ENGINES

All communications to be addressed to the Company.

Telephone BAyview 1526
1100 West Sixth Avenue
Vancouver, B.C.

April 22nd, 1946.

EVACUATION SECTION
Rec'd APR 24 1946
File No. 1793
Ans.
Referred Peters

Department of the Secretary of State
Office of the Custodian
Japanese Evacuation Section
506 Royal Bank Bldg.
Vancouver, B. C.

**Attention: Mr. George Peters, Administration Department**

Dear Sir:

Your letter of March 22nd has been held for my return. Mr. Dunn and I have tried to arrange a visit to your office within the last few days but have not been successful.

What has previously been said is true. We have no record of this engine. I remember distinctly the sale being made and that the engine was delivered to the Kishi Boat Works. It then seemed to the Japanese better to re-sell the engine and he asked our permission to return it and we would state a price to try and dispose of same for him. This is covered in my letter of May 8th, 1942. We never received the engine and our letter of June 25th, 1942 points out that we have had no inquiries.

The only place I can suggest for you to get information as to the whereabouts of this engine is from Kishi himself of the former Kishi Boat Works in Steveston.

Yours very truly,

Fred'k Nelson

FRED'K NELSON
Sales & Service Manager

FN/em

REGISTERED VIVIAN TRADE MARK

NOV 28 1947

**IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.**

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

1793

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

(1) NAME HIRAOKA, Masao (RCMP) Reg. No. 12131
(Print) Surname Given Name

(2) Pre-Evacuation Address Bamfield, B. C.

(3) Present Address Box 19, Oakville, Man.

(4) REAL ESTATE

(a) Street Address (if any) Nil
City or Municipality. Province

(b) Legal description (lot number, block number, section number, etc.)

Nil

(c) Type of Real Property (cross out words which do not apply):

(i) Farm
(ii) Residence Type of business
(iii) Business
(iv) Any other type of property (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.)

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - - - - - - - - - - - - - - $ Nil
(ii) Buildings - - - - - - - - - - - - - - - - $ Nil
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - - - - - - - - - - - - - - - - - - $ Nil
(v) Amount at which Custodian sold property and credited your account - - $ Nil

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - - $ Nil

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
New Westminster, B. C.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)

(c) How stored or packed at time of evacuation

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care") Turned over to Fishing Vessels Dispersal Committee

(e) Itemized description of personal property which is the subject of the claim:

| | | | Sold | Loss |
|---|---|---|---|---|
| 1. | Fishing Vessel - TZAARTOOS | Estimated Value $ | | |
| 2. | Licence No. Vic. 1514 | Estimated Value $ | 2000.00 | 865.00 |
| 3. | Memo: Due to evacuation from the Coastal | Estimated Value $ | | 1135.00 |
| 4. | Area I was forced to sell my fishing vessel | Estimated Value $ | | |
| 5. | "TZAARTOOS" at a very low price. I asked for | Estimated Value $ | | |
| 6. | $2000.00 at the time but it was sold for $865.00 by the Fishing Vessels Dispersal Committee | Estimated Value $ | | |
| 7. | | Estimated Value $ | | |
| 8. | | Estimated Value $ | | |
| 9. | | Estimated Value $ | | |
| 10. | | Estimated Value $ | | |

TOTAL CLAIM FOR PROPERTY LOSS $ 1,135.00

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - $1,135.00

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.) Winnipeg

(b) Do you require the services of an interpreter at the hearing? Yes or no Yes

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

this man is in a bad camp in Ontario and could not locate a Commissioner. The form was prepared in Winnipeg and forwarded to him for signature and return. J.A. Coleman

DOMINION OF CANADA,
Province of Manitoba )
TO WIT: )

Masao Hiracka

I, Masao HIRACKA
of Oakville of the Post Office
in the Province of Manitoba

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me at the City
of Winnipeg
in the Province of Manitoba
this 21st day of November,
A.D. 1947.

X

A Commissioner &c.

N.B. — THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

[redacted] (Claimant's Name)

# PERSONAL PROPERTY

(Fishing Vessels, gear and equipment)

[redacted] Reg. No.

**NETS:**

| Type | Size | Mesh | Fathoms | Age at Evacuation | Original Value | Estimated value at Evacuation |
|---|---|---|---|---|---|---|
| | | | | | | |

**VESSELS SOLD BY CUSTODIAN**

| NAME | Reg. No. | Type | Date Purchased | New or Used | Price Paid | Maintenance Work | Condition When Evacuated | With whom Left | Estimated Value |
|---|---|---|---|---|---|---|---|---|---|
| [redacted] | Victoria B.C. 1514 | trailer | 1931 bought 15 H.P. Vivian (engine and other equipment) | New | $2500.00 | | good | Navy | 3000.00 |

**Improvements to Vessel since date of purchase:**

| Type | Date | Cost |
|---|---|---|
| repaired one side of boat, and built new cabin | 1933 | 800.00 |
| Engine - overhauled, rebored cylinders new pistons & new propeller | Nov. 1941 | 200.00 |

**OTHER GEAR:**

| Description | Date Purchased | New or Used | Price Paid | Condition when Evacuated | Estimated value at date of evacuation |
|---|---|---|---|---|---|
| | | | | | |

EXHIBIT No. 897-1
DATE Sept 13/48
FILED BY Clarmont

**Arrangements made for storage when evacuated:**

I took the boat to the Navy at New Westminster, B.C. and reported to the Custodian.

**Additional Comments, if any:** Although the boat was 11 years old at the time of evacuation, I always had in it in A1 shape in order to fish out in the Pacific Ocean. I believe that the fair market value of this boat at date of sale was at least $3000.00

Signature

EXHIBIT No. 897-2

DATE Sept.13/48

FILED BY Claimant

JAPANESE FISHING VESSELS DISPOSALS COMMITTEE

1528 Marine Building,
Vancouver, B.C.

August 18, 1942.

Mr.Masao Hiraoka,
Three Valley, B.C.

Dear Sir,

Under date of August 6th, we advised you of the circumstances relating to the disposal of fishing vessel "TZAARTOOS" Licence No Vic.1514. for the sum of $865.00.

With this letter we enclosed a standard Bill of Sale form and a Claim Assignment form, advising you that on receipt of these documents, properly executed, the Committee would immediately remit the net proceeds of the sale of the vessel, to any address you designated.

As the principal work of this Committee has been completed, it is intended to transfer all the records and accounts to the Custodian of Enemy Property. Such transfer will include the net proceeds of the sale of your vessel, as above, unless we receive the completed Bill of Sale prior to such transfer, which will probably be made at August 31st 1942.

The Committee is of the opinion that if this transaction is not concluded prior to that time, and the money is not transferred to the Custodian, there will probably be a long period of delay before you could recover the amount from the Custodian funds; and, therefore, we urge you to execute these documents and forward them by return mail.

Yours very truly,

A.E. McMASTER

AEM/PH

Executive Assistant

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

8th December 1948. B Phinney

EXHIBIT 897-3
DATE
FILED BY Sept.13/48
Claimant

## AGREEMENT FOR SALE OF VESSEL

Evacuee File # 1793

BETWEEN:

THE SECRETARY OF STATE OF CANADA ACTING IN HIS CAPACITY AS CUSTODIAN AS VESTED OWNER OF THE INTEREST OF

Masao HIRAOKA

hereinafter called the vendor

OF THE FIRST PART

AND

Fred N. Barber

hereinafter called the "Purchaser"

OF THE SECOND PART

In consideration of the sum of $1.00, the receipt of which is hereby acknowledged, we agree to the sale and purchase of the vessel hereunder described:

Name of Vessel: "TZAARTOOS"

Port of Registry: Victoria Official Number: 1514

Length: 36' Breadth: 7'6" Depth 3' 8"

Propelling power: Vivian 15 h.p.

For the price or sum of $865.00 (Eight hundred and sixty-five dollars)

Payable as follows: Cash

FURTHER, the Vendor covenants with the said Fred N.Barber and his assigns that he has power to transfer, in the manner aforesaid, the premises hereinbefore expressed to be transferred, and that he has no knowledge of any encumbrances and accepts no responsibility for same other than to the amount of the purchase price referred to above.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 9th day of November, A.D. 1942

SIGNED, SEALED AND DELIVERED

in the presence of (Sgd.) D. McCREA

(Sgd.) G.W. McPHERSON

Authorised Deputy of the Secretary of State and/or Custodian

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

8th December 1948. B Plummer K.C.

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE
VANCOUVER, B.C.

June 11th 194 8

$865.00

RECEIVED from FREDERICK N. BARBER

the sum of EIGHT HUNDRED AND SIXTY-FIVE AND - - 00/100 DOLLARS

on account of sale of Vessel "TZAARTOOS" VIC 1514

Ck # 22940 - Dom Bk 6/11
Dep 6/12

Lf 713 CB48

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

PER

TELEPHONE PACIFIC 9331

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

Committee:
THE HONORABLE MR. JUSTICE SIDNEY SMITH
CHAIRMAN
COMMANDER S. L. JOHNSON, D.S.O., R.C.N.R.
KISHIZO KIMURA

A. E. McMASTER, EXECUTIVE ASSISTANT

1928 MARINE BUILDING
VANCOUVER, B.C.

June 11, 1942.

To Custodian of Japanese Fishing Vessels:

This will be your authority to release the Fishing Vessel "TZAARTOOS" Official No. VIC 1514 to her owner FREDERICK N. BARBER.

The receipt on this page should be signed by the new owner and the original retained by you. Duplicate to be returned to this office.

A. E. McMaster

A. E. McMaster
JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

---

Receipt is hereby acknowledged of the Fishing Vessel "TZAARTOOS"
Official No. VIC 1514

EXHIBIT No. 897-4
DATE Sept. 13/48
FILLED BY Crown

F N Barber

# JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

*Committee:*
THE HONORABLE MR. JUSTICE SIDNEY SMITH
CHAIRMAN
COMMANDER S. L. JOHNSON, D.S.O., R.C.N.R.
KISHIZO KIMURA

A. E. McMASTER, EXECUTIVE ASSISTANT

1526 MARINE BUILDING
VANCOUVER, B.C.

June 11th, 1942.

**To The Registrar of Shipping**
**Vancouver, B.C.**

Sir:

Re Ex-Japanese Fishing Vessel: "TZAARTOOS" VIC 1514

Length: 36' Breadth: 7' 6" Depth: 3' 8"

Engine: Vivian 15 H.P.

The owner of this vessel, M. HIRAOKA
declines to sell at a reasonable price.

FREDERICK N. BARBER , whose signature, for identification purposes, appears below, has offered to purchase the vessel for the sum of EIGHT HUNDRED AND SIXTY-FIVE AND 00/100 - - - - - Dollars ($ 865.00 ), which sum is considered reasonable and has been accepted as the purchase price by this Committee, and is being held in trust by the Committee, pending completion of Bill of Sale.

You are requested to permit the purchaser, FREDERICK N. BARBER
to operate this boat until the presently licensed owner, M. HIRAOKA
completes the execution of Bill of Sale, or some other provision has been made.

This letter is issued in duplicate, one copy of which is to be retained in your files, the other to be in the possession of FREDERICK N. BARBER.
for clearance and navigation purposes.

Yours faithfully,

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE.

A. E. McMASTER,
*Executive Assistant.*

EXHIBIT No. 897-5
DATE Sept. 13/44
FILLED BY Crown.

*Signature of:*

F. N. Barber

CASE NO. 827

IN THE MATTER OF THE "INQUIRIES ACT"

PART I, REVISED STATUTES OF CANADA 1927, CHAPTER 99

JAPANESE PROPERTY CLAIMS COMMISSION

(SUB-COMMISSION)

B E F O R E

(THE HONOURABLE MR. JUSTICE A.C. BUCKINGHAM, SUB-COMMISSIONER)

Winnipeg, Manitoba.

September 13th, 1948.

IN THE MATTER OF THE CLAIM OF

MASAO HIRAOKA

PROCEEDINGS AT HEARING

APPEARANCES:

F.M.FENG, Esq., Appearing for the Dominion Government.

S.M.CHERNIAK, Esq., Appearing for the Claimant.

- - - - -

G.M.R.Upton, Esq., Official Interpreter.

MARK H. PEARCE, Esq., Official Reporter.

M.Hiraoka
In Chief.

MASAO HIRAOKA, the Claimant herein being first duly sworn, deposed as follows:-

DIRECT EXAMINATION BY MR. CHERNIAK:

Q Mr. Hiraoka, I show you a typewritten statement relating to your boat Tsuritoo, was this prepared in accordance with your instructions?

A Yes.

Q And is that your signature?

A Yes.

Q Does this statement contain the truth to the best of your knowledge and recollection?

A Yes.

MR. CHERNIAK: I tender this as Exhibit 1, Your Honour.

(PERSONAL PROPERTY STATEMENT, EXHIBIT 1.)

MR. PENN: Your Honour, I think maybe I should intervene just here in connection with this case. The position I am taking on behalf of the Custodian is that this boat was sold by the Japanese Fishing Vessel Disposal Committee prior to the vesting order of July 20th which vested all vessels, then undisposed of, in the hands of the Vessel Disposal Committee and they then came into the hands of the Custodian as of August 1st. This boat was actually sold prior to the vesting. The boat was sold in June, 1948 by the Committee and the document was signed by the authorities giving the purchaser physical possession of the boat and the document enabled the purchaser to register it but, apparently, it happened that

the Fishing Vessel Disposal Committee forwarded to the Claimant a form of transfer which he refused to sign and, consequently, the actual title to the boat wasn't given until after the 1st of August. After the 1st of August the Custodian had the power to sell without the signature of the claimant and so the deal was then completed. We take the position that the Custodian was not responsible for the sale of the boat or the purchase price except to account to the Claimant for the monies that came into the Custodian's hands after the 1st of August. In that connection I wish to make the submission that this evidence is given or taken subject to our objections.

MR. CHERNIAK: Your Honour, we are not going to argue this out before you this afternoon. I am sure this point has been fully taken up before, before the Commissioner on similar facts although I haven't argued it out with my learned friend. The Japanese Fishing Disposal Committee never had the legal right to sell any of the possessions that they had taken over. They never had the right to sell a boat, although they had the right to attempt to sell the boat and to attempt to get the owner of the boat to agree to the sale. After it was found that certain of the boat owners refused to accept the terms which the Fishing Vessel Disposal Committee got for them, then it was found that these boats were lying around.

possession had been turned over to ostensible purchasers but they never had the legal right to these goods. It was then that the Custodian was given the right to sign these transfer papers. Although my learned friend says that the Fishing vessel disposal Committee sold the boat our contention is that they did not because they had no right to do so. All they did was to negotiate a sale. And when he says that the Custodian signed the transfer papers our contention is, is that is what made the sale. Nor does this document give title, all it does is explain to the registrar of licenses the reasons that they did not have the proper transfer of title. That is our contention and I fully believe that it has already been accepted by the Commission. But as long as the evidence goes in I don't think it need be argued out here.

Q I show you Mr. Hiranka a letter from the Japanese Fishing Disposal Committee addressed to you, dated August 15th, 1942, do you recognize this letter? I don't remember.

Q Well, did you give me this letter; is this the letter that you gave me at our last interview?

A I had this letter in my possession

Q This is the letter you received from the Japanese Fishing Vessels Disposal Committee?

A Yes.

Q This letter says "Dear Sir, Under date of August 6th we advised you of the circumstances relating

M.Hiraoka
In Chief.

to the disposal of fishing vessel "TSAARTOOS"
License No. Vic 1514.
for the sum of $665.00

With this letter we enclosed a standard Bill of Sale form and a Claim Assignment form, advising you that on receipt of these documents, properly executed, the Committee would immediately remit the net proceeds of the sale of the vessel, to any address you designated.

As the principal work of this Committee has been completed, it is intended to transfer all the records and accounts to the Custodian of Enemy Property. Such transfer will include the net proceeds of the sale of your vessel, as above, unless we receive the completed Bill of Sale prior to such transfer, which will probably be made at August 31st, 1942.

The Committee is of the opinion that if this transaction is not concluded prior to that time, and the money is transferred to the Custodian, there will probably be a long period of delay before you could recover the amount from the Custodian funds; and, therefore, we urge you to execute these documents and forward them by return mail. Yours very truly" And it is signed A.R.McMaster, Executive Assistant . Did you agree to sell your boat after you got that letter from the Japanese Fishing Vessels Disposal Committee? A No, I never dgned anything.

MR. CHERNIAK: I will file that letter as an Exhibit

Your Honour.

(LETTER, EXHIBIT S.)

MR. CHERNIAK: I file that letter, Your Honour, intentionally so that the methods used by the Japanese Fishing Vessels Disposal Committee in attempting to gain an acceptance or the signature to this transfer, the methods used by the Committee in saying that they would send the money immediately and further saying that it would be a long time before they got their money if they didn't do it that way "there will probably be a long period of delay before you could recover the amount from the Custodian funds and, therefore, we urge you to execute these documents and forward them by return mail ", well, letters of this nature are the basis of our application to the cabinet to extend the terms of reference.

THE COMMISSIONER: That may be your contention, but the point still arises as set up by Mr. Berg as to whether or not this vessel ever did come into the possession of the Custodian and whether it is therefore under the terms of reference after the 1st of August.

MR. CHERNIAK: I think the document that I will file will answer the question as to whether or not it comes within their scope.

THE COMMISSIONER: Well, the evidence is taken without prejudice and subject to objection.

MR. CHERNIAK: I understand that, Your Honour. Your Honour, I produce from the Custodian's file and

M.Hirsche.
In Chief.

tender as Exhibit 5 and Agreement for Sale of Vessel, dated November 9th, 1948 and signed by O.E.McPherson, authorized Deputy of the Secretary of State and or Custodian. The agreemnt is in printed form and starts out by saying "Between the Secretary of State of Canada acting in his capacity as Custodian as vested owner of the interest of Masao Hirsche (hereinafter called the "Vendor" of the first part and Fred H. Barber (Hereinafter called the "Purchaser" of the Second Part." It then sets out "In consideration of the sum of $1.00, the receipt of which is hereby acknowledged, we agree to the sale and purchase of the vessel hereunder described:

Name of Vessel: "TSAATOOS"
Port of Registry: Victoria Official Number: 1514
Length: 36' Breadth: 7'6" Depth: 3'6"
Propelling power: Vivian 15 H.P.
For the price or sum of $865.00 (Eight Hundred and Sixty-five Dollars)
Payable as follows: Cash
Further, the Vendor covenants with the said Fred H. Barber and his assigns, that he has power to transfer, in the manner aforesaid, the premises hereinbefore expressed to be transferred, and that he has no knowledge of any encumbrances and accepts no responsibility for same other than to the amount of the purchase price referred to above."
That forms the basis of our contention, Your Honour.

(AGREEMENT FOR SALE OF VESSEL, EXHIBIT 5.)

MR. FERG: It is submitted Your Honour that if, assuming that this is a Custodian matter, it is submitted on behalf of the Custodian that the boat in question was sold at its fair market value. In this connection I would like to file a receipt, a copy of a receipt of the Japanese Fishing Vessels Disposal Committee, Vancouver, B.C., dated June 11th, 1948 which reads as follows: "Received from Frederick M. Barber the sum of Eight Hundred and Sixty-five and 00 Dollars on account of sale of vessel TZAARTOOS, VIC 1514", and attached to that receipt is a document on the Japanese Fishing Vessels Disposal Committee letter head, dated June 11th, 1948 and addressed to Custodian of Japanese Fishing Vessels: This will be your authority to release the Fishing Vessel "Tzaartoos" Official No. VIC 1514 to her owner Frederick M. Barber.

The Receipt on this page should be signed by the new owner and the original retained by you. Duplicate to be returned to this office" and it is signed A.E.McMaster, Japanese Fishing Vessels Disposal Committee and at the bottom is a receipt "Receipt is hereby acknowledged of the fishing vessel "Tzaartoos" official No. VIC 1514 and it is signed F.M.Barber."

(RECEIPT, EXHIBIT 4.)

MR. FERG: I will file a further document, dated June 11th, 1948 and addressed to The Registrar of Shipping, Vancouver, B.C. "Re Ex-Japanese Fishing

Vessel: "TZAARTOOS" VIC 1514
Length: 36' Breadth: 7'6" Depth: 3'8"
Engine: Vivian 15 H.P.
The owner of this vessel, M. Hiraoka declines to sell at a reasonable price. Frederick N. Barber, whose signature, for identification purposes, appears below, has offered to purchase the vessel for the sum of EIGHT HUNDRED AND SIXTY-FIVE AND 00/100 DOLLARS ($865.00) which sum is considered reasonable and has been accepted as the purchase price by the Committee, and is being held in trust by the Committee, pending completion of Bill of Sale.
You are requested to permit the purchaser Frderick N. Barber to operate this boat until the presently licensed owner, M. Hiraoka completes the execution of Bill of Sale, or some other provision has been made.
This letter is issued in duplicate, one copy of which is to be retained in your files, the other to be in the possession of FREDERICK N. BARBER for clearance and navigation purposes" and it is signed 'Yours Faithfully, Japanese Fishing Vessels Disposal Committee, A.E.McMaster, Executive Assistant.

(LETTER, EXHIBIT 5.)

MR. FERG: I would also like to file, Your Honour, or I will put on the record Your Honour, a statement from the true copy of exerpt from the note book of the appraiser of the J.F.V.D.C. This book has among its records - - -

MR. CHERNIAK: I assume it will be subject to the production - - -

MR. FENG: Yes. "Condition good. Damage nil. Boat, $950.00, Engine $800.00, extras $150.00. Value new $1,900.00. Value, 1942 $750.00. This boat in fair state of repairs. Boat about 12 years old but has new cabins. The J.F.V.D. C. suggested negotiating price $863.00, approximately 15% above the valuation of the appraiser. Mr. O.W.Phillipsen was employed as appraiser by the J.F.V.D.C.

Q What are you claiming for your boat?

A $2,000.00

Q You are claiming $2,000.00?

A Yes.

Q And you claim that is the value of your boat?

A Yes.

Q You offered to sell it for less than that?

A For cash, yes.

Q What did you offer to sell it for?

A $1,600.00

Q And you wrote a letter to the Japanese Fishing Vessels Disposal Committee on August 11th, 1942 that you would sell the boat for $1,600.00?

A Yes, but I never wrote to the Fishing Disposal Committee.

Q I will show you your letter, that is your letter, is that your writing? A Yes.

Q And that is your signature at the foot of the letter? A I think it is.

Q Well, you know your own writing, tell me, isn't
A My wife's writing.
Q But is that your signature?
A No, not mine.
Q Well, your wife wrote this letter under your instructions? A It is not my wife's writing.
Q Do you know whose writing it is?
A I don't know.
Q Is it your own writing? A No.
Q Do you know anything about the letter? Would you read that letter to the witness
(Note) Interpreter reads letter in Japanese to witness.

BY THE WITNESS: I think it was written by my brother-in-law.

MR. FENN:

Q But under your authority, you approved of it?
A Yes.
Q You told him to write that letter?
A Yes.
Q And you agree with these contents of it "Dear Sir:- In reference to your letter of the 6th instant, I am sorry to inform you that I do not agree with the price set forth on the Bill of Sale. I think the price I set forth on my boat was two thousand ($2,000.00) Dollars. Therefore I will be unable to sign and send you the Bill of Sale on my vessel. However, I will be willing to sell it for Sixteen Hundred ($1,600.00) dollars.

M Hiraoka.
Cr-Exam.
Re-Exam.

May I hear from you in the near future, concerning this matter, and thanking you in advance, I am, Very truly yours Mamo Hiraoka." You agree with these contents? A Yes.

(LETTER, EXHIBIT 6.)

Q You didn't have any person value the boat for you at the time of evacuation or since?

A No.

MR. FENG: That is all, Your Honour.

RE-EXAMINATION BY MR. CHERNIAK:

Q Mr. Hiraoka, you say that you wrote the committee some time ago, in 1943, was it, August 11th, 1942, that you would take $1,600.00 for it; you are now claiming $2,000.00 for it?

A Yes.

Q How much do you think is the fair market value of the boat as of the date they sold it in August 1942? A Two thousand dollars.

Q And what did you think was the fair market value at the time you wrote the letter when you said you would take $1,600.00, what did you think then was the fair market value?

A Two thousand dollars.

Q That is what you thought then?

A Yes.

Q Why is it that you said you would take sixteen hundred dollars for it?

A I needed money badly at that time and also I

felt if I left the boat tied up without being used it would deterriorate, that is why I told them to sell it for $1,600.00

MR. CHERNIAK: That is all your Honour

THE COMMISSIONER: All right, witness.

(PROCEEDINGS ADJOURNED SINE DIE)

Certified to be a true and accurate transcript.

(MARK H. PEARCE)
OFFICIAL REPORTER

I, the undersigned Sub-Commissioner hereby certify that the foregoing 13 pages of typewritten matter contain a true and accurate record of the sub-commission held in the Law Courts Building, Winnipeg, Manitoba, at the time and date first above mentioned.

(SUB-COMMISSIONER)