

3271

OFFICE OF THE CUSTODIAN

252 - 6

JAPANESE SECTION

DA 2 Mar 1943

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: IWABAKI TORAO

HOME ADDRESS: Ganges B.C.

REGISTRATION NUMBER 10123

SEX: Male

AGE: 42

OCCUPATION: Fisherman, Farmer

(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: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: FUKU

ADDRESS OF WIFE OR HUSBAND: Ganges B.C.

NAMES OF ANY LIVING CHILDREN: TERUKO (F) TARO (M)

ADDRESS OF CHILDREN: Ganges B.C.

AGE OF CHILDREN: 11, 8 years

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

1. LOCATION AND DESCRIPTION: Six hundred acres Lot 4. Except parcel A

and pt registered under 293021 North Salt Spring Island CONICRAH DISTRICT
Also Lot 3, except Parcel A, North S.S. etc., ALSO Parcel A of Lots 3
& 4 North S.S. Co

2. BUILDINGS AND OTHER IMPROVEMENTS: One dwelling house, one bath and toilet house, one hay shed, two oil sheds, one smoke hangover house.

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

4. TAXES (Amount and where payable) \$117.20 paid to end of 1942 to Ganges Collector

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

6. OCCUPANCY AND LEASES (If vacant so state) Self

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Held by H. Beckwith, Union, Victoria,
B.C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN One acre sundry berries

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Dwelling house as above
2. LANDLORD'S NAME AND ADDRESS:
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:
4. STATE WHEREABOUTS OF LEASE:
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)
6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Personal property, farm equipment as per list herewith (to be sent
All held in house at above. Key held by neighbour B.A. Wilson later by ?)

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY

None

4. INSURANCE CARRIED ON ABOVE PROPERTY: 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)

Logging agreement for his property with A. Rednault, Glen Lake Logging Co., of Crofton B.C. on stumpage basis. Agreement in hand of A. Rednault

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

None

8. BANK ACCOUNTS: No. 1 43 Bk of Commerce Vancouver \$190

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS:

NONE

2. TRADE DEBTS:

~~I hereby 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.~~

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 5th day of April 1948

"H.F. Green"

(Signature)

"T. Iwasaki"

Witness

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

Date: April 12th 1948

mw

M. Seely

INFORMATION FROM (I.C.N.P.)

Date

Apr. 5/43

Our File No.

13050

Full Name

IWASAKI, Taro

(Surname in Block Letters)

Registration No.

10123

Male - Female
(check)

Age

Apr. 15, 1880

Former Address

139 E. Cordova St.

Vancouver, B.C.

Date Evacuated

May 3/42

Naturalized - Canadian-Born - National
(check)

Present Address

Greenwood, B.C.

Married - Single
(check)

Name of Wife

(SHIOKAWA) Fuku #10117

Name of Husband

Name of Mother

Deceased.

Name of Father

Deceased.

Names of Children under 16

Tsuruko (F) 5/6/30

Taras (M) 28/5/33

Requested by

Miss Chope

Registered with Custodian

No. Yes.
(Yes or No)

Additional Information

Farmer

Owner of 600 acres of

which 5 acres farmlands, 4 houses. Old

Ford Truck.

REAL PROPERTY SUMMARY

JAPANESE NAME: Toraso IWASAKI - - Reg. No. 10123

File 3271.

CATALOGUE NO: 552.

PROPERTY ADDRESS: North Salt Spring Island.

LEGAL DESCRIPTION: Lots 3 and 4, North Salt Spring Island, COWICHAN DISTRICT, including Parcel "A" (D.D. 58307-I) thereof, EXCEPT that part of said Lot 4 lying South of said Parcel "A" and South of the South Boundary of said Lot 3 and its production East to intersection with said Parcel "A".

TITLE: In the name of Toraso IWASAKI.

INCUMBRANCE: 97585-G Reservations of coal, petroleum and natural gas, in favour of Helen S. Pottinger.

97535-G Timber agreement as to Parcel "A" of Lots 3 and 4, dated 11.12.40 up to 31.12.45, in favour of Glen Lake Logging Company Limited from Toraso IWASAKI. Application received 13.12.40 at 11.05 a.m.

Vesting 50930 - 11th May 1943.

1943 -
ASSESSED VALUE: Land \$3450.00
Improvements 500.00 Total \$3950.00 Taxes \$117.20.

CLASSIFICATION: Timber land with dwelling. The property was inspected by D. Keith Wilson and a report dated the 5th August 1944 was received by the Custodian. From this report is quoted:- "Buildings on this property are to be considered of no value, consisting only of one very dilapidated shack and one tumbled down shed. Water frontage of approximately one half mile is considered to be the most valuable part of this property and includes several very nice bays. The property has, in general been logged off. There is at present a very rough road to the property boundary but to put in roads through the property would incur considerable expense. I estimate the value of this property to be \$5000.00."

HISTORY OF ADMINISTRATION: The building referred to in above report was rented through the agency of Gavin H. Mouat to B. COLLINSON at \$2.50 per month. During the term of this rental arrangement, 11 months, a total revenue of \$27.50 was received by the Custodian and credited to the account of Toraso IWASAKI.

Toraso IWASAKI entered into an agreement on the 10th December 1940, with the Glen Lake Logging Co. Ltd., by which the former contracted to sell to the latter all merchantable timber and trees on parts of Lots 3 and 4 (described as/needs and bounds and containing 524.8 acres) at \$2.00 per thousand feet, payable \$1000.00 cash and the balance by payments in advance for each 100,000 feet taken. A supplementary agreement of even date was made covering the easterly portion of the 74.05 acre plot owned by IWASAKI on 11.12.40 terms and conditions. Two agreements terminated on the 31st December 1945.

We have been unable to get complete or satisfactory statements of the account created by these contracts. The Director of Lands

informed us that up to the 31st October 1944, 1,377,419 feet had been logged from the land, and IWASAKI'S account with the Custodian showed that \$260.30 had been received by the Custodian and credited to him. The Glen Lake Logging Co., Mr. A.P. Dawe, Solicitor for that company, and Mr. Iwasaki had been asked for statements, and no statement has been forthcoming from any of them. Mr. IWASAKI states in a letter dated 7th February 1945, that the last payment made was that made to the Custodian of \$260.30. Mr. George A. Touche, to whom the matter was referred, was able to give only a partial and entirely unsatisfactory statement, as the account books of the Glen Lake Logging Company are missing. Mr. IWASAKI was asked by this office on the 15th February 1945, if he had received payment of all due him except the \$260.30 paid to the Custodian, and if he was willing to cancel the Agreements, but no reply from him appears on file. As the term of the Agreement is now expired, the contract as an encumbrance can be removed from title by the purchaser, who was aware of this charge existing at the time of the purchase. As Mr. IWASAKI has not filed a claim against the Glen Lake Logging Co., with the Custodian, the collection of any claim he may have is a matter to be pursued by himself. Mr. Touche reported that the company is in-active.

The Salt Spring Lands Limited offered under date of the 28th August 1944, to purchase this property at a price of \$5250.00 enclosing cash payment of \$2000.00 and balance paid within two years. This was amended by a cash offer of \$5250.00 on the 29th June 1945. On the 27th of that month, we notified the Salt Spring Lands Limited that conveyance of the title would be subject to the Timber Agreements registered, and the Salt Spring Lands Limited advised on the 22nd May 1945, that it was arranged to procure a Quit Claim of the Agreements from the Glen Lake Logging Co. Ltd. It also stated that it assumed that the outstanding amounts owing by the Glen Lake Logging Co., would be transferred to the purchaser. As to the latter assumption, this office replied on the 2nd June 1945, that any obligation attaching to the expired period of the contract would be for the account of Mr. IWASAKI.

Mr. D. Keith Wilson estimated the value of this property from the 5th August 1944, to be \$5000.00.

SOLD:

To Salt Spring Lands Ltd., for \$5250.00 cash as at 22nd March 1945.

Approved by the Advisory Committee on the 25th August 1944.

FUNDS:

Released to the credit of Torazo IWASAKI, sale price \$5250.00 plus stumpage fees \$260.30, rent of building \$27.50, insurance paid by Mr. IWASAKI, \$13.75, total \$5551.55; less Certificate of Encumbrance \$1.00, taxes \$237.48, insurance \$13.75, valuation fees \$7.50, advertising \$4.00, sundries \$5.79, registration \$17.75, commission on sale \$262.50, closing adjustments \$5.56, total \$555.33. Net amount released \$4996.22.

TITLE:

C. of T. 150954-I issued and the Salt Spring Lands Ltd., advised on the 17th May 1944, that title was being held at the Land

Land

OLD C. OF T.
NO. 122796-I:

Registry Office at Victoria to their order. Control of the property was acknowledged by the purchaser on the 23rd April 1945.

Was in the possession of H. Beckwith of Victoria who was requested on the 30th January 1945 to forward to this office. There is no record of this receipt.

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

DATED October 29th, 1946

John Macpherson

IM:ML

REAL PROPERTY SUMMARY

JAPANESE NAMES: Taraso IWASAKI - - Reg. No. 10123
Hyoosaku IWASAKI - - Reg. No. 07446

File 3271
File 3638.

CATALOGUE NO: 123 & 124.

PROPERTY ADDRESS: Joyce St. and School Road, Vancouver, B.C.

LEGAL DESCRIPTION: City of Vancouver, Lots 1 and 2, Subdivision "A" of Block 19,
District Lot 50, Group 1, New Westminster District, Plan 1820.

TITLE: In the names of Taraso IWASAKI and Hyoosaku IWASAKI.

ENCUMBRANCE: Vesting 35657 - 1st February 1943.

ASSESSED VALUE: 1942 -
Land \$230.00
Improvements None Total \$230.00 Taxes \$11.98.

CLASSIFICATION: Vacant lot.

HISTORY OF
ADMINISTRATION: No revenue.

SOLD: To Kristolina JONSSON for \$230.00 as at 27th May 1944.
Approval of Advisory Committee 24th May 1944.

FUNDS: Released to the joint account of Taraso IWASAKI and Hyoosaku IWASAKI,
sale price \$230.00, plus closing adjustments \$10.34, total \$240.34;
less taxes \$11.59, advertising \$8.00, Certificate of Encumbrance \$1.00,
valuation fee \$5.00, registration fee \$6.95, commission on sale \$11.50,
total \$44.04. Net amount released \$196.30.

TITLE: C. of T. 104746-L issued and receipt acknowledged by Kristolina
Jonsson on the 24th July 1944.

OLD C. OF T.
NO. 3747-G Absolute: Whereabouts unknown.

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

DATED October 19th, 1946

IN:HL

Kristolina Jonsson

GENERAL SUMMARY

File 3271.

Torazo IWASAKI.

Reg. No. 10123.

This 62-year old Fisherman-Farmer, a Naturalised-Canadian, from Ganges, Salt Spring Island, B. C., signed a Custodian "JP" declaration form on April 5th, 1942. He was evacuated on May 3rd, 1942.

His wife, Fuku (File 6798), signed a Custodian "No Property" card on the 28th April, 1942, and her file carries no evidence of any assets. She was evacuated on May 3/42.

The following is a summary of the contents of this file as disclosed by a review made today.

Real Property: (1) See Real Property Summary for particulars of a parcel of approximately 600 acres of logged off land with Dwelling and Outhouses, on Salt Spring Island, with extensive waterfront but no direct access by road). This property was sold (Mar. 22/45) for \$5,250.00, net proceeds (\$4,952.69) being credited to this account on the 23rd May, 1945.

(2) See Real Property Summary for half-interest in a Vancouver property, which was sold (May 27/44) for \$230.00, net proceeds released to Joint Account in which this property is carried, being \$196.30.

Personal Property: See G. C. Mout's letter of May 28/45, for report on complete disappearance of everything of any value. Evacuee was advised of position in our letter of the 11th February, 1946, and in the absence of any reply from him this department of the file is considered closed.

A cow and 3 calves, not previously listed, were sold by G. C. Mout, at owner's request, for \$90.00 (July 4/42). Mout remitted proceeds direct to IWASAKI.

Bills Receivable: Stumpage (\$260.30) payable by Glen Lake Logging Company under their Agreement, was collected and credited (Jan. 19/43) to this account.

Bank Accounts: No action was taken by this office with regard to a balance of \$190.00 declared to be in an account with the Bank of Commerce, Chemainus, B. C.

Bonds, Shares, etc.: None.

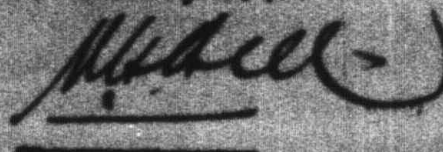
Life Insurance: None.

Liabilities: There are no claims recorded in this file at this date.

Funds: There is a balance of \$4,932.99 standing at the credit of this account at the present time.

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

13th AUGUST, 1947.



RUB/P.

MEMORANDUM

File 3271.

Cal. No. 552.

TO: Mr. F. G. Shears.

FROM: Mr. R. G. Bell.

November 30th, 1944.

Re: Torazo IWASAKI - Reg. No. 10123.

Delivery of the Salt Spring Island property known as:
"Lots 3 and 4, North Salt Spring Island, COWICHAN DISTRICT, including
Parcel "A" (D.D. 58307-I) thereof, EXCEPT that part of said Lot 4
lying South of said Parcel "A" and South of the South boundary of said
Lot 3 and its production East to intersection with said Parcel "A" is
temporarily held up by failure of the registered office of the Glen
Lake Logging Company Limited (holders of a Timber Agreement that runs to
31.12.1945) to supply us with a report on the present position of their
contract.

Through the courtesy of the Department of Lands we have
learned that a total of 1,377.419' was logged to 31.10.1944, on which
we have received \$260.30 of the \$2,754.83 (the balance probably having
gone direct to Torazo IWASAKI early in the Contract) *done*

While past promises have not been carried out Mr. A. P. Dawe
(Solicitor and representative of the Company) promises a statement will
be mailed (from Victoria) over the week-end, but I see no reason why
completion of sale documents should not be proceeded with in any case as
the Real Property sale was doubtless subject to the terms of the current
Timber Agreement.

H.B.

RGB/P.

*See 525-
See 525-
Kane*

MEMORANDUM

File No. 3271.

Reference No. 32.

TO: Mr. George Peters.

FROM: Mr. R. G. Bell.

August 25th, 1944.

Re: Toraco IWASAKI - Reg. 10123.

The attached Real Property Memorandum shows the above business to be the registered owner.

There are two Registered Charges: 97585-G. — Reservations of coal, petroleum and natural gas, in favour of Helen S. Pottinger, and 97533-G. — Timber agreement as to Parcel "A" of Lots 3 and 4, dated 11.12.40 up to 31.12.45, in favour of Glen Lake Logging Company Limited from Toraco Iwasaki. Application received 19.12.40 at 11.05 a.m.

Copies of the Timber Agreements (2) are attached. These are dated 10/12/1940 and expire 31/12/1945. The Glen Lake Logging Co. have been asked for a statement of the present position of this contract.

There is no evidence of any unregistered charge.

[Handwritten signature]

RGB/P.
Attach.

File #3271

6th February, 1945.

MEMORANDUM

To: Mr. Peters
From: Mr. F. G. Shears

Re: Catalogue No. 552
Salt Spring Island, B.C.
(Lot 3, pt. 4, incl. "A" (D.D. 58307-I))

Referring to your memo of February 2nd.

Since writing our letter of August 23rd to the Salt Spring Lands Ltd., circumstances have arisen which do not make it very desirable to sell this property on a time basis.

The Salt Spring Lands were contacted by telephone and have agreed to change their offer to a cash basis and Mr. Bell's letter of January 22nd refers to this matter.

It will be in order to proceed with the preparation of the documents and for them to be signed by the Assistant Deputy Custodian. When the documents are completed the balance of the purchase price is to be paid by the Salt Spring Lands.

F. G. Shears

F. G. Shears,
Director.

FGS/PMB

File 3271

June 5, 1945.

MEMORANDUM

To: FILE

From: Mr. Green

Re: IWASAKI, Torao

On October 7, 1942 Mr. Gavin Moust confirmed that the list of chattels declared by the above Japanese was correct. The property was rented to Mr. Collinson who bought an anchor.

We wrote to Mr. Moust on May 23, 1945 suggesting that any remaining chattels should be sold by auction, to which he replied that when Auction Sale Salt Spring 1 was held, it was agreed by Messrs Anderson and Carlsen and himself, that there was nothing of value left which justified transportation to Auction.

This property is in a very isolated spot and easily accessible to fishermen by boat. Cost of moving the contents would have been prohibitive, and it is difficult to see what could have been done to protect them. The writer does not recall anything of value here when he visited Salt Spring Island in April 1942.

cc.

I agree.

W. Anderson

CHATTLES SCHEDULE

File 3271.

Torazo IWASAKI.

Reg. No. 10123.

(*JP* Declaration: April 5th, 1942).

(Evacuated: May 3rd, 1942).

	Disclosed	Shipped	Sold	Stored	Remarks
(1)	Drilling Machine				
(2)	Augers (4)				
(3)	Magnet				
(4)	Generator				
(5)	Bearing				
(6)	Sledge Hammers (2)				
(7)	Iron Blocks (2)				
(8)	Pick				
(9)	Peeling Bars (2)				
(10)	Screw Jack				
(11)	Square				
(12)	Cream Separator				
(13)	Vice				
(14)	Crowbars (3)				
(15)	Fishing Net (1 box)				
(16)	Net (2 barrels)				
(17)	Net (Trolling)				
(18)	Sand Saw				
(19)	Brass Shaft (7' x 2 1/4")				
(20)	Propeller				
(21)	Axes (2)				
(22)	Blacksmiths Tongs (2)				
(23)	Pickaxe				
(24)	Brush Cutter				
(25)	Wetlock				
(26)	Shovel				
(27)	Garden Forks (2)				
(28)	Pitch Forks (3)				
(29)	Barrel				
(30)	Drums (4)				
(31)	Crocks (3)				
(32)	Saw Mill (Simplicity 15 H.P.)				
(33)	Donkey				
(34)	Injector				
(35)	Coil				
(36)	Writing Table				
(37)	Sewing Machine				
(38)	Dressers (2)				
(39)	Stoves (2)				
(40)	Cross Cut Saws (3)				
(41)	Felling Saws (2)				
(42)	Circular Saw (5-36", 28", 18")				

List brought in
by Custodian agent,
Gavin C. Mount, who
checked and confirmed
it (Nov. 1st, 1942).

CHATEL'S SCHEDULE...Page 2.

Disclosed	Shipped	Sold	Stored	Remarks
(43) Peevee (2)	}	}		List brought in by Custodian agent, Gavin C. Mount, who checked and confirmed (1/11/42)
(44) Garden Hoe				
(45) Incubator				
(46) Belt (Currie's)				
(47) Electric Engine (Currie's)				
(48) Anchor				7/4/43

Note: In reply to a letter from our Protection Department, Mr. Gavin C. Mount wrote as follows on the 28th May, 1945:

"We have your letter of May 23rd, and beg to report that there is nothing of any value left at this property, as the place was broken into, time and time again.

"At the time the other Auction Sale of Japanese goods was held, it was agreed by Messrs. Anderson and Carlson, and myself, that there was nothing of value left at that time to justify the transportation to the Auction Sale. The place is really in a terrible mess, all doors and windows have been taken from the house, and there is complete chaos everywhere.

"As you know the place was isolated, and still is, there being no road or trail open to the property."

E. & O. E.
8th February, 1946.

RGB/P.

LIABILITY SUMMARY

File 3271

Re: Torazo IWASAKI - 10123

October 29th, 1946.

There is no claim on file against the above.

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

J. L. Thompson

DATED October 29th, 1946.

IN:ML

FIRE INSURANCE SUMMARY

File 1271

Re: Torao IWASAKI - 10123
(New Set SPW 15 - C.J. 17-1)

October 29th, 1946.

The building on the above property was insured in the Norwich Union Fire Insurance Society policy 10223404, in the amount of \$670.00, for a term of 3 years expiring May 15th, 1945. This premium was paid by the Custodian and the amount was remitted by IWASAKI to the credit of his account with the Custodian. The policy was transferred to the Salt Spring Lands Ltd., on the 10th April 1945.

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



DATED October 29th, 1946.

IN:ML

327

[illegible]

(C O P Y)

Ganges, B. C.,

May 16th, 1942.

To:

Mr. G. W. McPherson,
Deputy Custodian,
Vancouver, B.C.

I hereby offer to rent the Iwasaki garden and berry patch for the period May 1st, 1942, to August 1, 1943, for the sum of Seventy-five Dollars (\$75.00), payable at the rate of \$5.00 monthly in advance. If this offer is accepted I agree to keep the said garden and berry patch in a proper state of cultivation at all times. In the event of the return of the Iwasaki family before August 1st, 1943, I agree to relinquish any rights I may have to the property subject to a fair adjustment on any crop that may be maturing. I hand you herewith a cheque for \$10.00, being rent for May and June, 1942.

Witness:

(Signed) GAVIN C. MOUAT

(Signed) MARGARET G. SIMSON

I recommend the immediate acceptance of this offer.

G.C.M.

Copied

R. M. D. 1

Salt Spring Island

June 23rd

Mr. S. C. Inoué
Sanger

Dear Sir I am writing to inform you that on account of the damage done to this year's strawberry crop by your sheep and the consequent damage to the plants which will affect the crop next season I cannot continue to rent the property belonging to Donelli.

Your suggestion that in order to remedy conditions we should fence a part of the beach, and raise the existing fence, entailing considerable labour on our part without your offering any

assistance or co-operation in keeping your
sheep off Frank's land is so very one sided
that it is not worth considering

When I complained to you of the damage
done by your sheep and said that I would be
forced to give up the place you replied

"Please Yourself" So the course I have taken
in writing this letter will not be unexpected

Signed Margaret J. Stinson

R. M. D. 1
Sak Spring Island
June 24

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUN 25 1942

Mr. G. W. McPherson
Royal Bank Building
Vancouver

Dear Sir

I enclose a copy of a letter which I
have sent to Mr. G. C. Mount, acting Custodian
of Japanese property here.

Because of the damage done by the sheep which
roke in continually, numbering from a dozen to
twenty two on one occasion there has been no fruit
at all on many of the trees and the following are
the amounts we have been able to pick

June 11th 1 $\frac{1}{2}$ pumelo
 13th 2 Cals sold to Mount Bros -
 18th 1 Cal
 5 lbs jam berries
 20th 2 Cals donated to War Effort Funds
 23rd 6 lbs jam berries -

Household table use 12 pumelo

In addition to the rent paid I employed a man for two days to help in weeding etc.

I am

Yours faithfully
 Margaret S. Simpson.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6121

PLEASE REFER TO

FILE NO. 3271

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

July 4th, 1942.

Mr. Torazo Iwasaki,
Greenwood, B. C.

Dear Sir:

Your cow and three calves have been sold *to General* for \$90.00 and your garden was rented to Mrs. Simpson at the rate of \$5.00 per month, commencing May 1st. At the end of June she decided to give it up. I have now given Mrs. G. C. Mouat the right to take any fruit now ripening or to ripen until the end of August, for the sum of \$10.00.

This makes a total amount of \$110.00 received on your behalf and cheque for this amount is enclosed herewith.

Yours truly,

Gavin C. Mouat
Gavin C. Mouat

GCM:ND
Encl.

phila

GLEN LAKE LOGGING COMPANY, LIMITED

REGISTERED OFFICE: 211 PEMBERTON BUILDING
VICTORIA, B. C.

July
31st.,
1942.

R. P. Alexander, Esq.,
Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Hastings & Granville Sts.,
Vancouver, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
AUG 1 1942

Dear Sir:-

RE: REFERENCE FILE No. 3271:
TORAZO IWASAKI.

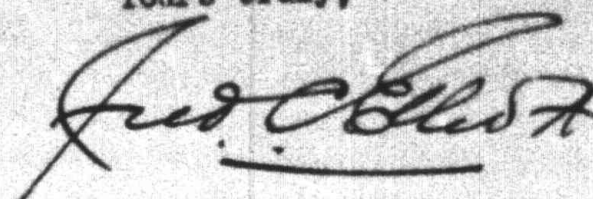
I have your letter of the 29th instant and now beg to enclose you herewith a copy of two contracts between the Glen Lake Logging Company Limited and Torazo Iwasaki.

I may say that this contract was varied subsequent to the execution of it by a verbal agreement whereby the Company was to pay \$1.50 per M for balsam and cedar.

The Company does not owe Iwasaki anything at the present time, but will later on. The Company cut some balsam on this man's property but it has to be seasoned before being shipped, as otherwise it would sink. The Company had to leave the logging of the balance of this timber for a time as it was necessary for it to operate on some other timber near Ganges Harbor which had been felled and bucked, but they were prevented from taking it out from the fact that a fire ran through and they could not take out the timber for some time afterwards. They are now engaged in taking out this fallen timber and some standing timber adjacent, but will return to the Iwasaki timber during the winter months.

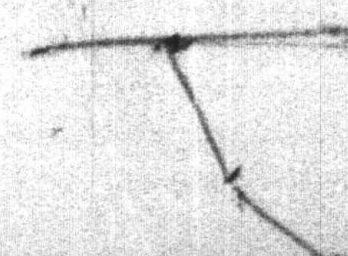
I understand that whatever monies may eventually become due to Iwasaki are payable to the Custodian, Japanese Evacuation Section, and will be so paid.

Yours truly,



Secretary.

Encs.
FCE/JR



GLEN LAKE LOGGING COMPANY, LIMITED

REGISTERED OFFICE: 211 PEMBERTON BUILDING
VICTORIA, B. C.

Mount

Phearo

15th August 1942.

R. P. Alexander, Esq.,
Manager, Department of Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Hastings & Granville Streets,
Vancouver. B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

AUG 17 1942

Dear Sir:

re Torazo Iwasaki - Your file 5271

Replying to your letter of the 12th instant, we beg to say that the last transaction we had with Torazo Iwasaki was on the 10th April 1942, when we paid him the sum of \$446.00 for stumpage for logs. Since then we have not got or taken any logs off the property, and we have a record that should we take any logs off the property we will pay the royalty under the agreement to you as Custodian of Japanese Evacuation Section.

We were forced to discontinue operations on this property by reason of the fact that we had a considerable quantity of timber that had been on other property on the north end of Salt Spring Island which had been scorched by a bush fire, and it was necessary to take this timber out this season, in order to save it.

We will be returning to the Japanese timber during the coming winter, as it is more of a winter operation than a summer one.

Yours very truly,

GLEN LAKE LOGGING COMPANY, LIMITED

per

[Signature]
Secretary.

FCE/DHW

August 27, 1942

Mr. T. Iwasaki,
Registration #10123,
Greenwood, B. C.

Dear Sir:

We have received a letter from Mr. F. E. Larnder as follows :-

"I am interested in purchasing a piece of property on Salt Spring Island, a portion of 600 acres at present owned by T. Iwasaki. The particular part I wish to acquire comprises 75 acres on which the buildings are at present located.

In the event of this property being put up for sale at any time, I would much appreciate being notified.

Thanking you in anticipation of your kind attention."

We are aware that you have sold the merchantable timber and trees on your property but we are not sure whether this would include the part on which your buildings are located and the adjacent land.

Will you kindly give us some information regarding this and also advise us if you would be interested in selling the part referred to in Mr. Larnder's letter, and if so would you let us have an idea of the price which would be satisfactory to you.

For your information the following is a copy of a letter received from the Glen Lake Logging Co., Ltd:-

"Replying to your letter of the 12th instant, we beg to say that the last transaction we had with Torazo Iwasaki was on the 10th April 1942, when we paid him the sum of \$446.00 for stumpage for logs. Since then we have not got or taken any logs off the property, and we have a record that should we take any logs off the property we will pay the royalty under the agreement to

you as Custodian of Japanese Evacuation Section.

We were forced to discontinue operations on this property by reason of the fact that we had a considerable quantity of timber that had been on other property on the north end of Salt Spring Island which had been scorched by a bush fire, and it was necessary to take this timber out this season, in order to save it.

We will be returning to the Japanese timber during the coming winter, as it is more of a winter operation than a summer one."

Any comments which you may have in regard to this will be appreciated.

Yours truly,

F. G. Shears,
Assistant Manager.

FGS/PMH

HAROLD A. BECKWITH

BARRISTER-AT-LAW

SOLICITOR, ETC.
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
SEP 18 1942

TELEPHONE E-2214

SUITE 205 UNION BUILDING
VICTORIA, B. C.

September 17, 1942

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

Dear Sirs:

Re: T. Iwasaki--
Your file-3271

The above-named is I understand a natural-
ized Japanese now resident in house #134, Greenwood,
B. C. Some time ago I attended to the making of
an agreement with Glen Lake Logging Co. Ltd. with
regard to certain timber cutting privileges on this
man's land. I have just recently heard from Iwasaki
with the request that I arrange to have stumpage
paid to me by the Glen Lake Logging Co. and the
statement that "Mr. Green, Custodian" said it made
no difference whether I looked after the property or
the Custodian. I do not want to approach the Glen
Lake Logging Co. in the matter without first having
referred to you so as to ascertain whether you
consider the Custodian is entitled to control the
agreement in question and receive the stumpage.

I shall be glad to hear from you on this at
your early convenience.

Yours truly,

Harold A. Beckwith

HAB/IR

September 19, 1942

Harold A. Beckwith Esq.,
Suite 206,
Union Building,
Victoria, B. C.

Dear Sir:

Re: Torazo IWASAKI

We are in receipt of your letter of the 17th instant in which you referred to the Agreement between The Glen Lake Logging Co., Ltd. and Mr. T. Iwasaki.

We have on our file a copy of this Agreement dated 10th December 1940.

On August 12th we wrote to the Secretary of the Glen Lake Logging Co., Ltd. for a statement of their more recent dealings with Iwasaki and received from them a reply as follows :-

"Replying to your letter of the 12th instant, we beg to say that the last transaction we had with Torazo Iwasaki was on the 10th April 1942, when we paid him the sum of \$446.00 for stumpage for logs. Since then we have not got or taken any logs off the property, and we have a record that should we take any logs off the property we will pay the royalty under the agreement to you as Custodian of Japanese Evacuation Section.

We were forced to discontinue operations on this property by reason of the fact that we had a considerable quantity of timber that had been on other property on the north end of Salt Spring Island which had been scorched by a bush fire, and it was necessary to take this timber out this season, in order to save it.

We will be returning to the Japanese timber during the coming winter, as it is more of a winter operation than a summer one."

Except for the completion of the Logging Company's operations to be not later than the 31st December 1945, the Logging Co. would appear to be within their rights to delay operations until next winter as mentioned in their letter. There would, therefore, not be any stumpage fees due for some time and as you will note this royalty under the Agreement will be paid by them to this office.

Unless you have any particular reason to contact the Glen Lake Logging Co., Ltd., as far as we can see there is no reason for you to approach them concerning the affairs of Iwasaki.

We may say that we advised Mr. Iwasaki on August 27th of the information which we received from the Glen Lake Logging Co., Ltd. with regard to the time they expected to resume operations.

Yours truly,

F. G. Shears,
Assistant Manager.

FGS/PMH

JOHNSON, REEVE AND WATSON

BANK OF NOVA SCOTIA BUILDING
602 WEST HASTINGS STREET
VANCOUVER, B. C.

28th July, 1943.

The Guardian's Office,
Vancouver, B. C.

File No. 3638/3271

Dear Sirs:

Catalogue Nos. 123 and 124
Lots 1 and 2 Sub. A Block 19 D. L. 50
Vacant Land, Joyce Road

We have inspected this property and beg to report
as follows:

Location: Close to Kingsway and Joyce Road School.

Remarks: This land is triangular in shape, being the remainder of
two lots reduced in size by the widening of Joyce Road.

Frontage on School Road	8 feet
" " Joyce Road	111.56 feet
" " Lane	77.13 feet

Area 4815 square feet.

Suitable for erection of a single house.

Convenient situation but surroundings not
attractive. Old commercial buildings opposite.

City Assessments	Lot 1	\$ 60.
	Lot 2	1170.
	Total	\$230.

We are of the opinion that the assessment represents
the fair market value, which we put at \$230.

Yours faithfully,

JOHNSON, REEVE & WATSON
Per: "D. W. Reeve"

For File 3271

File No. 375 & 376/1.
Catalogue No. 173 622.

May 30th, 1944.

MEMORANDUM

To: Mr. E. A. Tamm

From: Mr. E. A. Tamm

Transmit to Mr. Tamm
Transmit to Mr. Tamm
City of Chicago
Lots 1 & 2, Block 44 of E.H.
St. Louis, Mo. Co. 1, E. St. St.
File 173. Certificate of
Indefensible Title No. 375.

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

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

Certificate of Indefensible Title Number 375-6 is in the Land Registry Office.

RECEIVED
Date:

Adrian

**EXTRACT OF INCLUSIVE APPRAISALS BY
D. KETH WILSON, MADE AUG. 5, 1944**

IRAWA PARCEL Lots 3 and 4 North Salt Spring Isd.
including parcel 1 thereof, except that part of said lot 4,
lying South of said parcel 1 and South of the South boundary of
said lot 3 and its projection East to intersection with said
parcel 1, consisting of 572.25 Acres. Buildings on this
property are to be considered of no value, consisting only of one
very dilapidated shack and one tumbled down shed. Water frontage
of approximately one half mile is considered to be the most valuable
part of this property and includes several very nice bays. The
property has, in general, been logged off. There is at present a
very rough road to the property boundary but to put in roads through
the property would incur considerable expense. I estimate the value
of this property to be \$5000.00.

PRESIDENT: D. S. HARRIS

VICE-PRESIDENT: G. J. MOUAT

SECRETARY-TREASURER: A. INGLIS

SALT SPRING LANDS, LTD.

AGENTS FOR:

GUARDIAN ASSURANCE CO.
NORWICH UNION FIRE INSURANCE CO.
PHOENIX ASSURANCE CO.
THE UNION MARINE & GENERAL INSURANCE CO. LTD.

BOX 35
GANGES, B.C.

REAL ESTATE
STOCKS AND BONDS
MORTGAGES
CONVEYANCING

PHONE: GANGES 3-M

Your File No. 3271

August 14, 1944

Rec'd	AUG 15 1944
File No.	3271
Ans.	
Referred	

Mr. F.G. Shears,
Director, Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

Re: Catalogue No. 552

We have your letter of August 8th returning us our deposit money, and we note that your minimum price is \$5000.00.

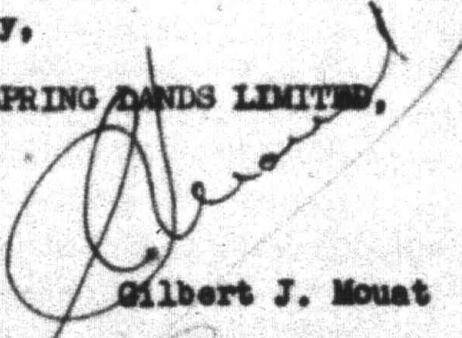
We do not know exactly how you are handling this situation. You did not tell us whether we were the highest bidder or not. If we are we think that we should have the first right to negotiate with you. We are basing our opinion on the general rule governing tenders. We are willing to make a higher offer, but we do not want to make offers just for the purpose of bidding the place up for someone else.

In view of the fact that your appraiser puts on a minimum figure of \$5000.00, would you be prepared to accept an offer of \$5250.00? In the opinion of the writer, I think that is a very fair price for it.

Please advise.

Yours very truly,

SALT SPRING LANDS LIMITED,


Gilbert J. Mouat

GJM/S

PRESIDENT: D. S. HARRIS

VICE-PRESIDENT: G. J. MOUAT

SECRETARY-TREASURER: A. INGLIS

SALT SPRING LANDS, LTD.

AGENTS FOR:
GUARDIAN ASSURANCE CO.
NORWICH UNION FIRE INSURANCE CO.
PHOENIX ASSURANCE CO.
THE UNION MARINE & GENERAL INSURANCE CO. LTD.
QUEEN INSURANCE COMPANY

BOX 35
GANGES, B.C.

REAL ESTATE
STOCKS AND BONDS
MORTGAGES
CONVEYANCING

PHONE GANGES 3-M

August 28, 1944

Your File No. 3271

Rec'd	AUG 30 1944
File No.	3271
Ans.	That
Referred	Harrop

Mr. F.C. Shears,
Director, Japanese Evacuation Section,
506 Royal Bank Bdg.,
Vancouver, B.C.

Dear Sir: Re: Catalogue No. 552 - Salt Spring Island, B.C.

Replying to your favour of August 23, we note that you are recommending that our offer of \$5250.00 be accepted for this property, and we now enclose our cheque for \$2000.00 to apply on this purchase. We would like to pay the balance off in two years from date, or at our option, sooner. If, however, you wish intermittent payments, that will be alright with us too, and in that case we suggest another \$1000.00 a year from date.

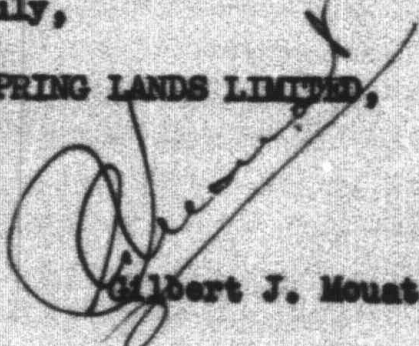
The property will be conveyed from the Salt Spring Lands Limited, Ganges, B.C., and all of the Shareholders are British Subjects.

As we understand the matter, you will guarantee us a good title in fee simple with any encumbrances whatsoever, and that the property being transferred to us is, - Lots 3 and 4, North Salt Spring Island, Cowichan District, including Parcel "A" (D.D. 58307-I) thereof, except that part of said Lot 4 lying South of said Parcel "A" and South of the South boundary of said Lot 3 and its production East to intersection with said Parcel "A", totalling 595 acres.

We want it clearly understood also that in the event of any Court decision making the sales of these lands illegal, any sums that we have paid will be returned to us. Please confirm and oblige.

Yours very truly,

SALT SPRING LANDS LIMITED,


Gilbert J. Mouat

GJM/s

SEP 1 1944
Registered 2000
28

3271.
Cat. No. 552.

October 25th, 1944.

The Chief Forester,
Forest Branch,
Parliament Buildings,
Victoria, B. C.

Dear Sir:

Re: TORARO IWASAKI - Reg. No. 10123.

Under a contract dated 10/12/1940 between the above Evacuee, the registered owner, and the Glen Lake Logging Co. Ltd., Victoria, the latter contracted to pay the former (\$2.00 per 1000') for all merchantable timber logged on the property (Wild Land) known and described as:

"Parts of Lots Three (3) and Four (4), North Salt Spring Island, Cowichan District, commencing at the North West corner of said Lot Four (4); thence North eighty-nine degrees forty minutes East (N. 89° 40' E.) for twenty-nine and seventy-two hundredths chains (29.72) more or less to the South East corner of Lot Two (2), North Salt Spring Island; thence South nineteen and seventy-seven hundredths (19.77) chains; thence South sixty-five degrees thirty-two minutes East (S. 65° 32' E.) for forty-five and fifty-one hundredths (45.51) chains more or less to the North West corner of Lot Five (5), North Salt Spring Island; thence South twenty-two degrees forty-nine minutes West (S. 22° 49' W.) along the Westerly boundary of said Lot Five (5) for thirty-nine and thirty-three hundredths (39.33) chains more or less to the South West corner of said Lot Five (5); thence South Sixty-five degrees thirty-three minutes East (S. 65° 33' E.) along the Southerly boundary of said Lot Five (5) for thirty-nine and eighty-five hundredths (39.85) chains; thence South twenty-seven degrees nineteen minutes West (S. 27° 19' W.) for nine and ninety-two hundredths (9.92) chains; thence South eighty-nine degrees forty minutes West (S. 89° 40' W.) for fifty-six and ten hundredths (56.10) chains; thence North forty-seven minutes East (N. 0° 47' E.) for six and ninety-one hundredths (6.91) chains; thence East one and thirty-seven hundredths (1.37) chains; thence North eighteen and eighty-five hundredths (18.85) chains; thence West thirty-eight and sixty-four hundredths (38.64) chains more or less to high water mark, thence following said high water mark in a Northerly direction to the point of commencement, containing 524.8 acres more or less, being the land shown on plan deposited under number 5742-I exclusive of that part coloured green thereon to which parcel of land hereby registered the Registrar has assigned "A" as a distinguishing letter"

and under a supplemental agreement of the same date, all the merchantable timber on the Improved Land described as:

The Chief Forrester, Victoria.

Page 2.

October 25th, 1944.

"The Easterly portion of the 74.05 acre plot" across which lot the timber mentioned in the principal agreement has to be taken out.

In conformity with the Government's policy of orderly liquidation this property is at the present time in course of being sold and in this connection we need to know the correct footage logged to date under this agreement, which runs to the 31/12/1945, and it would be much appreciated if you would supply us with the Scale and Royalty account numbers and footage of each scaling of timber logged off this property from date of above agreement, 10/12/1940, to the present time.

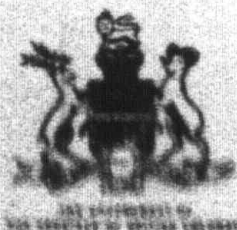
Thanking you for your co-operation,

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.

PLEASE ADDRESS CORRESPONDENCE TO
THE DISTRICT FORESTER



OFFICE OF DISTRICT FORESTER
MARINE BUILDING
VANCOUVER, B.C.

DEPARTMENT OF LANDS
FOREST BRANCH

November 2nd, 1944.

M. Sealing Sup. Record

R. G. Bell, Esq.,
Administration Department,
Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Hastings & Granville Streets,
Vancouver, B. C.

EVACUATION SECTION	
RECEIVED	NOV 17 1944
FILE NO.	3271
ALLS.	
Referred	Bell

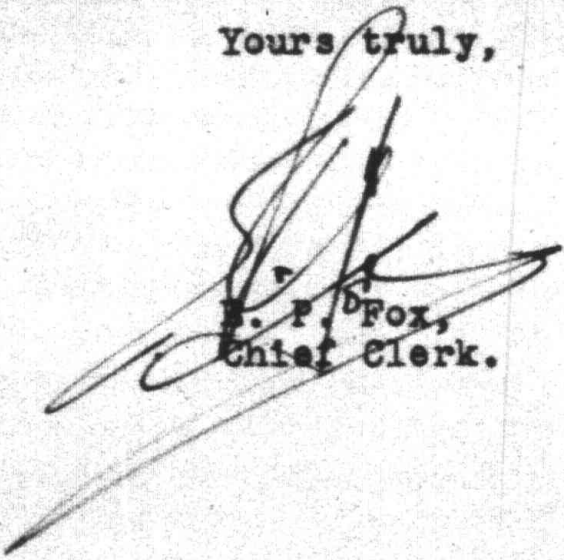
Dear Sir:

Your letter of the 25th ultimo
addressed to the Department in Victoria has
been referred to this office for attention.

In reply we would advise that
Timber Mark Q58(was transferred on the 17th
of February, 1941, from the name of P. Pedneault
to the name of the Glen Lake Logging Company
Limited and the registration was at that time
changed to cover Lot 3 and the northerly portion
of Lot 4 comprising 598.85 acres, (N. Div.)
Saltspring Island.

We enclose herewith an abstract
from our records of timber scaled since the
beginning of 1941 to date under the said timber
mark Q58(, which we trust will give you the
information desired.

Yours truly,


E. P. Fox,
Chief Clerk.

KPF/cp
Enc.

ABSTRACT OF TIMBER SCALED DURING THE YEARS
1941, 1942, 1943 AND 1944 (UP TO OCTOBER 30th)
UNDER TIMBER MARK Q58(

----- . . -----

<u>Date</u>	<u>Scale</u>	<u>S & R #</u>
<u>1941</u>		
Feb. 7	203,946	265508
Mar. 14	188,710	267292
June 19	189, 986	273056
Sept. 30	99,930	278436
Sept. 30	89,985	278437
<u>1942</u>		
Jan. 22	185,346	283519
Jan. 22	40,520	283520
Apr. 7	223,470	286682
Oct. 15	6,860	295773
<u>1943</u>		
Jan. 11	88,627	299004
Jan. 11	60,039	299005
<u>1944</u>		
Nil at October 30th, 1944.		

1,377,419' @ 82 = \$2,744.83

3271.

November 6th, 1944.

Glen Lake Logging Co. Ltd.,
c/o Arthur P. Dawe, Esq.,
Barrister & Solicitor,
211-212 Pemberton Building,
625 Fort Street,
VICTORIA, B. C.

Dear Sirs:

Re: Torazo IWASAKI - Reg. No. 10123.

In your letter of the 17th ultimo, replying to ours of the 7th, you stated that no cutting has been done since 14/1/1943 and that your statement of that date "appears to be the final statement in this matter".

The position of this office being that of Trustees your statement was inadequate and we referred to the Forest Branch, Department of Lands, for a correct statement of footage logged, together with particulars of Scale and Royalty account numbers.

We are now in receipt of their reply, which appears to confirm your statement, but to correct and complete our records we need to have your accounting of each Sealing, showing amount and date of each payment under the Company's Agreement with Mr. Torazo IWASAKI. For your information and guidance, we enclose duplicate copy of the statement received from the District Forester and would ask you to let us have the needed information promptly.

In your reply, please state whether the Company is going to do any more logging under their Agreement.

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.
Encl.

3271.
Cat. No. 552.

December 12th, 1944.

Messrs. George A. Touche & Co.,
Bank of Toronto Bldg.,
Victoria, B. C.

Dear Sirs:

Re: Torazo IWASAKI - Reg. 10123.

The property listed under our Catalogue No. 552 is in course of sale and in this connection, need to know the position of a Timber Agreement dated 11/12/1940 and running to 31/12/1945.

We understand that the registered offices of the party of the second part of this contract, the Glen Lake Logging Company Limited, are those of Mr. A. P. Dawe (211-212 Pemberton Building, Victoria), to whom we first wrote on the 28/8/1944 asking for the desired information. Since that date numerous communications, by mail, telephone, etc., have failed to get us this information and the object of this letter is to ask you to take the matter up with Mr. Dawe.

The Custodian is, as you know, empowered to demand the prompt production of any information he may require but we are reluctant to take any steps that would embarrass Mr. Dawe as we understand the trouble is due to pressure of work and the condition of records for which, we believe, he is not immediately responsible. However, delivery of the Real Property is being held up and we must now have the following information without further delay:

- (1) Statement of footage logged under the Agreement.
- (2) Statement of payments against above footage, giving date, amount, and to whom paid.

Subject to all obligations under the Agreement having been met, we are prepared to consider releasing the Company, further obligations under the contract if, as we understand is the case, they have no further interest in operating on this property.

For your information and guidance we enclose copies of the following:

- (A) Copy of Agreement dated 10/12/1940.
- (B) Copy of Supplemental Agreement of same date.
- (C) Copy of abstract of Timber scaled up to 30/10/1944 obtained by this office from the Department of Lands.

Page 2.

Messrs. George A. Touche & Co.

December 12th, 1944.

We would be obliged if you would kindly obtain for us, or ensure that Mr. Dave supplies without further delay, the information asked for, and it would be appreciated if, in view of the fact that the sum involved is small, that your costs be kept as low as reasonably possible.

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.
Encl.

GEORGE A. TOUCHE & Co.
CHARTERED ACCOUNTANTS

DONOVAN M. TOUCHE E. JAMES HENRY
JOHN FANTON GEORGE L. G. TOUCHE
FRANK P. TURVILLE J. HAYDEN YOUNG
HAROLD G. HINTON
EDWARD S. REAY

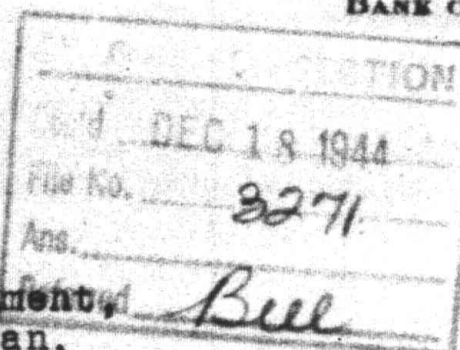
CABLE ADDRESS ALL OFFICES "ETERNAL"
CODES: BENTLEY'S A.B.C. WESTERN UNION

ENGLAND: LONDON AND BIRMINGHAM
CANADA: MONTREAL, TORONTO, WINNIPEG, REGINA, CALGARY,
EDMONTON, VANCOUVER, VICTORIA
U. S. A.: NEW YORK, CHICAGO, CLEVELAND, DETROIT,
ST. LOUIS, MINNEAPOLIS, LOS ANGELES

BANK OF TORONTO BUILDING,
VICTORIA, B. C.

16th December 1944.

R. G. Bell, Esq.,
Administration Department,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.



Your File No. 3271 Catalogue No. 552

Dear Sir:

re Torazo Iwasaki - Registration No. 10125

With further reference to yours of the 12th and in continuation of my letter of the 14th instant, I wish to report that Mr. A. P. Dawe, solicitor, was interviewed this morning regarding the information you have been endeavouring to obtain in connection with the logging operations carried out in the past by the Glen Lake Logging Company on the above listed property.

It will be seen by reference to the attached copy of a letter from Mr. Dawe, that he is not in a position to supply the required information immediately, due to the fact that the company's books are in Ladysmith, and, I might add, that he maintains no records on the subject in his office.

Mr. Dawe stated that it so happens that the company's secretary is in Victoria today and that he has made an appointment to go into the matter with him.

I am assured that the information asked for in your letter will be forthcoming not later than the 23rd instant. In the meantime, I will keep in touch with Mr. Dawe in order to ensure that no unavoidable delay takes place.

Yours faithfully,

EWP:MHK
Enc. 1.

HYAK INDUSTRIES LIMITED

Registered Office:
211 Pemberton Bldg.
Victoria, B. C.

Operations Office
Ladysmith, B. C.
December 18th., 1944

Mr. A. P. Dawe,
Barrister & Solicitor,
Pemberton Bldg.,
Victoria, B. C.

COPY

Dear Sir: Re: Agreement Glen Lake Logging Co Ltd.
and T. Iwasaki

The only information up hereon this matter
is a ledger sheet for "Royalties" which reads in part
as follows :

Nov. 30, 1942	Trans. from old ledger	1,004.15
Oct. 13	Paid by Plummer	751.78
13	" " "	44.52
Jan. 14 1943	By cheque to Iwasaki	260.30

I assume that the payments from Plummer's
account were to Iwasaki, but have no way of knowing
from the records here. I suggested to Mrs. Godfrey
that she may be able to locate the old ledger down
there; if so, I think all the required information
would be to hand.

Let me know if I can be of any further help
on this.

Yours very truly,

(signed) J. R. Clarkson

J. R. Clarkson

JRC/S

ARTHUR PARSONS DAWE

Barrister-At-Law

Solicitor

211-212 Pemberton Building
625 Fort Street
Victoria, B.C.

21st December 1944.

Colonel Pope,
GEORGE A. TOUCHE & COMPANY,
Bank of Toronto Building
Victoria,

Dear Sir,

RE GLEN LAKE LOGGING COMPANY LIMITED and
T. IWAZAKI

Herewith is a copy of a letter recently received
by me from Mr. J. R. Clarkson re the above matter.

It appears that the information which you
require is obtainable from Mr. A. A. Plummer. Mr.
Plummer is a log broker whose offices are at 850 West
Hastings Street in the City of Vancouver.

The 'Mrs. Godfrey' referred to in the above
alluded to letter is my bookkeeper; but she has been
unable to locate the old ledger referred to; nor is
that ledger anywhere in my office, nor do I know its
whereabouts as it has never, to my knowledge, been
in my possession.

Yours sincerely,

(signed) A. P. Dawe

A. P. DAWE.

APD:lh

GEORGE A. TOUCHE & Co.
CHARTERED ACCOUNTANTS

DONOVAN M. TOUCHE E. JAMES BENNETT
JOHN PARTON GEORGE L. G. TOUCHE
FRANK P. TURVILLE J. HAYDEN YOUNG
 HAROLD G. HINTON
 EDWARD S. READ

CABLE ADDRESS ALL OFFICES "REYNOL"
CODES: BENTLEY'S A & C WESTERN UNION

ENGLAND: LONDON AND BIRMINGHAM

CANADA: MONTREAL, TORONTO, WINNIPEG, REGINA, SASKATOON,
EDMONTON, VANCOUVER, VICTORIA.

U.S.A.: NEW YORK, CHICAGO, CLEVELAND, DETROIT,
ST. LOUIS, MINNEAPOLIS, LOS ANGELES.

BANK OF TORONTO BUILDING,
VICTORIA, B. C.

21st December 1944.

EVACUATION SECTION	
Recd	DEC 21 1944
File No.	3271
Ref	Bill

R. G. Bell, Esq.,
Administration Department,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Your File No. 3271 - Cat. No. 552

re Torazo Iwasaki - Registration No. 10123

With further reference to your letter of the 12th instant, I enclose: -

- (a) Letter signed by Mr. J. R. Clarkson, dated the 10th instant.
- (b) Letter from Mr. A. P. Dawe, solicitor, dated the 21st instant.

The information given in the former can hardly be considered as satisfactory, both as regards the period of time covered by the logging operations, as well as the nature of the payments therein disclosed.

Mr. Clarkson is the bookkeeper of the Glen Lake Logging Company at Ladysmith.

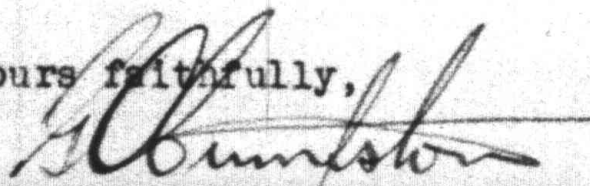
Mr. Dawe's letter, the contents of which were confirmed by a personal interview this day, acknowledges that no records regarding the operations, financial or otherwise, of the Glen Lake Logging Company Limited are available in Victoria.

Whilst it is not understood how this company could have carried on without keeping a proper record of their activities, I would suggest that an endeavour be made to obtain the required information from the Mr. Plummer referred to in Mr. Dawe's Letter.

I shall await your further instructions, if any, in the matter.

BWP:MHK
Encs. 2.

Yours faithfully,



3271.
Cat. No. 352.

January 27th, 1945.

Salt Spring Lands, Ltd.,
P. O. Box 35,
Ganges, B. C.

Dear Sirs:

Re: Torazo INASAKI - Reg. No. 10123.

We confirm this morning's telephone conversation between our Mr. K. W. Wright and your Mr. Gavin C. Mount regarding the property known as: Lots 3 and 4, North Salt Spring Island, Cowichan District, including Parcel "A" (D.D. 58307-I) thereof, Except that part of said Lot 4 lying South of said Parcel "A" and South of the South boundary of said Lot 3 and its production East to intersection with said Parcel "A".

For your information we enclose a spare copy of (1) Agreement between Torazo INASAKI and the Glen Lake Logging Company Limited dated 10/12/1940, (2) Supplemental agreement of same date between the same parties, and (3) copy of Certificate of Encumbrance showing Registered Charges on the property.

As agreed the usual documents are being forwarded to Ottawa at once and you will be advised as soon as they are received back--within say ten days to two weeks.

It having been agreed to convert this transaction from a "Terms" to a "Cash" basis, you undertake to pay the balance of purchase price on receipt of advice that we hold completed documents and are ready to apply for registration in your name.

Finally, it is understood and agreed that new Certificate of Title in your name will be subject to the Registered Charges shown on enclosed Certificate of Encumbrance, and that adjustment of taxes, etc., will be effected when we are ready to turn the new Certificate of Title over to you.

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.
Encl.

Box 481
Greenwood, B. C.
February 7, 1945

EVACUATION SECTION	
Box No.	327
File No.	Bell

Mr. R. G. Bell
506 Royal Bank Building
Hastings and Granville Strs.
VANCOUVER, B. C.

Dear Sir:

Cramer

In reply to your letter of January 27
the last stumpage payment from the Glen
Lake Logging Company was received by me
through your office in 1943. I did not
receive any scale papers from your office
so I am unable to supply you with the
scalings there. I have not received any
payment after that.

In reference to the former scalings
I am unable to supply you with them for
I have no account of the scalings.

Yours truly

T. Iwasaki

T. Iwasaki

3271

February 15, 1945

Mr. Torazo IWASAKI,
Reg. No. 10123,
Box 481,
Greenwood, B. C.

Dear Sir:

Re: Our letter of 27/1/1945.

We are in receipt of your letter of the 7th instant, from which we gather that the list of scalings referred to in our letter of the 27th ultimo was not enclosed therewith.

We enclose another copy, from which you will see that the total footage scaled from 7/2/1941 to 11/1/1943 was 1,377,419 ft. and that nothing has been scaled since the latter date.

The questions to which we need answers and to which we would appreciate receiving your early reply, are:-

(1) Are you satisfied that you have received payment direct from the Glen Lake Logging Company for all but the last two scalings? Payment for the last two was received by this office and credited to your account, as advised.

(2) The total footage scaled appears to be somewhat greater than was anticipated at the time the Logging Agreement was made, and in view of the fact that nothing has been scaled since 11/1/1943, and the Company appears to be inactive, if not actually dormant at the present time, are you prepared to release them from further obligations under the Agreement and cancel the unexpired term ending 31/12/1945? We will not ask the Company the same question unless we receive an affirmative reply from you. Our purpose is to simplify the sale of the property.

We enclose a stamped addressed envelope and would appreciate receiving a prompt reply.

Yours truly,

R. G. Bell
Administration Department

RGB/GH
Enc.

STATEMENT RE SALE OF:

Catalogue No: 123-124

Street Address: Joyce St. & School Rd.

Legal Description: Lot 1 & 2/A/19/50
Plan 1820

Name: IWABAKI, Torazo
File No: " Hyosaku

3271
3638
Reg. 10123
" 07116

Date of Sale and Adjustments May 27/44

Sale Price \$ 230.00

Real Estate Agent's Commission \$1.50

Charge for Valuation 5.00

Charge for Advertising 8.00

Land Registry Office Transmission Fee 3.50

Encumbrances:

~~Unpaid vendor~~

~~Mortgages~~

~~Arrears of Taxes~~

~~Other charges~~

Adjustments:

~~Fire Insurance~~

Taxes To May 27/44 4.70

~~Water~~

32.70 \$ 230.00

Net Proceeds credited to your account 197.30

Date: February 19th, 1945.

Compiled by: Mr. George Peters

PRESIDENT: D. S. HARRIS

VICE-PRESIDENT: G. J. MOUAT

SECRETARY-TREASURER: A. INGLIS

SALT SPRING LANDS, LTD.

AGENTS FOR:

GUARDIAN ASSURANCE CO.
NORWICH UNION FIRE INSURANCE CO.
PHOENIX ASSURANCE CO.
THE UNION MARINE & GENERAL INSURANCE CO. LTD.
QUEEN INSURANCE COMPANY

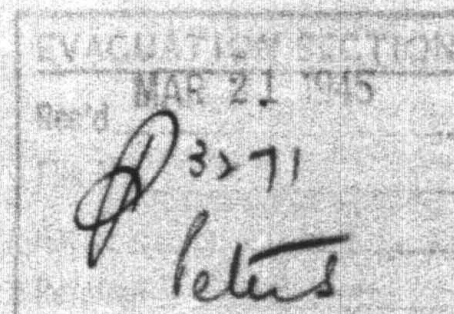
BOX 35
GANGES, B.C.

March 20-1945.

REAL ESTATE
STOCKS AND BONDS
MORTGAGES
CONVEYANCING

PHONE GANGES 3-M

file 3271.



George Peters, Esq.,
Administration Dept.,
Office of the Custodian,
Royal Bank Building,
Vancouver, B.C.

Calc. 552

Dear Sir:

You letter of March 15th has just come to hand, and as requested, we enclose herewith our cheque for \$3250.00. ✓

We understand that you will advise us when the deed is accepted for registration, and that you will forward our certificate of title to us when received from the Land Registry Office.

Thanking you, we are,

Yours truly,

SALT SPRING LANDS LIMITED.

\$2000 previously recd.

Gavin C. Mouat

Gavin C. Mouat.

Catalogue No. 552,
File No. 3271,
Salt Spring Island, B.C.
Lot 3, pt. 4, incl. "A" (D.D. 58307-1)

April 16th, 1945.

SALT SPRING LANDS LTD.

(purchasers)

In Account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(as at March 22nd, 1945)

	DEBIT	CREDIT
Purchase price	\$5,250.00	
Charges received		5,250.00
Seller's reversion of 1945 taxes 80/365 x 119.18		26.12
Registration fees on deed, \$5,250.00	15.25	
Insurance premium - 38.6% x 13.75	5.31	
Balance owing to purchaser	5.56	
	<u>5,276.12</u>	<u>5,276.12</u>

BALANCE OWING TO PURCHASER - \$ 5.56

Catalogue No. 552
File No. 3271
Salt Spring Island, B. C.
3, pt. 4/A (D.D. 58307-1)
Certificate of Title No. 150954

Control of property covered by Certificate of Title No. 150954 is by us hereby
acknowledged and we agree that all adjustments and incidents connected with the
sale to us of this property have been settled.

Receipt is also acknowledged of cheque for \$5.56 representing closing adjustments
on sale to us of the above property.

Dated at Ganges B. C., this 23rd day of April 1945.

SALT SPRING LANDS, LTD.

Signed

James C. Munro

Return to the Custodian

File No. 3271.
Catalogue No. 552.

May 15th, 1945.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Gramer

Torazo IWASAKI
Lots 3 & 4, N. Salt Spring Is.,
Cowichan Dist., including Parcel
"A" (D.D. 58307-I) thereof, etc.

With reference to the above property which was recorded in the Victoria Land Registry Office, April 6th, 1945, we attach herewith the following documents in connection therewith.

1. Copy of application number 150953-I, dated April 3rd, 1945, registering the property in the name of the Custodian (Transmission).
2. Copy of application number 150954-I, dated April 3rd, 1945, registering the property in the name of Salt Spring Lands, Limited (Deed).
3. Duplicate of Transmission dated March 1st, 1945.
4. Duplicate of Deed dated March 1st, 1945 - Secretary of State to Salt Spring Lands, Limited.
5. Post card acknowledgment dated May 14th, 1945, from the Victoria Land Registry Office, No. 150954-I. Certificate of Title held in Registry Office. Agreement No. 97535-G.

D. A. Gramer

DAC:JS
Atch.

STATEMENT RE SALE OF:

Name: IWASAKI, Torazo

Catalogue No: 552

File No: 3271

Street Address: N. Salt Spring Island

Reg. No. 10123

Legal Description: 3/pt. 4 incl. "A"(D.D. 58307-1)

Date of Sale and Adjustments March 22, 1945.

Sale Price \$5,250.00

Real Estate Agents Commission \$262.50

Charge for Valuation 7.50

Charge for Advertising 4.00

Land Registry Office Transmission Fee 2.50

Encumbrances:

~~Unpaid Vendor~~~~Mortgage~~~~Arrears of Taxes~~~~Other charges~~

Adjustments:

Fire Insurance 5.31

Taxes 26.12

~~Notes~~

\$302.62

\$5,255.31

Net Proceeds credited to your account

\$4,952.69

Date:..... May 23, 1945.

Compiled by:..... George Peters.....

G. J. MOUAT: PRESIDENT
D. S. HARRIS: TREASURER

GAVIN C. MOUAT:
VICE-PRESIDENT AND MANAGER
REG. PHONE: GANGES 92-L

A. INGLIS: SECRETARY
W. M. MOUAT: DIRECTOR

SALT SPRING LANDS, LTD.

AGENTS FOR:
GUARDIAN ASSURANCE CO.
NORWICH UNION FIRE INSURANCE CO.
PHOENIX ASSURANCE CO.
THE UNION MARINE & GENERAL INSURANCE CO. LTD.
QUEEN INSURANCE COMPANY

BOX 35
GANGES, B.C.

May 22-1945.

REAL ESTATE
STOCKS AND BONDS
MORTGAGES
CONVEYANCING
PHONE: GANGES
OFFICE 52-M

file 3271.

Mr. George Peters,
Administration Department,
Office of the Custodian,
Vancouver, B.C.

Re: Catalogue No. 552.

Dear Sir;

We have your letter of the 17th inst., and the enclosure, Norwich Union Fire Insurance Policy #10223465, for which many thanks.

We note that the Certificate of Title, #150954-I for the above property, is being held in the Land Registry Office, Victoria, on account of Agreement #97535-G, and we presume that you have notified the Land Registry Office that the said title will be at our call, subject to the aforementioned charge #97535-G. We deem it advisable that you should so advise the L.R.O.

In regard to the L.R.O. charge #97535-G. We understand this is in connection with a timber agreement with the Glen Lake Logging Company, and we assume that any outstanding amounts owing by the Glen Lake Logging Company, would now be transferred to us.

We do not have any intention of ~~being~~ to collect anything from the Glen Lake Logging Coy., on the other hand they have indicated that they are willing to quit-claim their interest in the Agreement, and we should like to be able to give them a complete clearance in so far as their responsibility is concerned.

Yours truly,

SALT SPRING LANDS LIMITED.

I phoned Mr. Gavin Mouat's Secretary
2.30 P.M. December 9th 1949, and
requested her to send me the Quit Claim. Val
he would have a photostatic copy made and
return the original back to them.
No last today, but will be sent out tomorrow 10/12/49
Boob

GAVIN C. MOUAT,
Manager.

EVACUATION SECTION	
Rec'd	MAY 23 1945
File No.	3271
Ans.	2/6
Referred	Peters

out to Bill

L.R.O. Charge

1271.
Cat. No. 552.

June 2nd, 1945.

Salt Spring Lands, Ltd.,
P. O. Box 35,
Ganges, B. C.

Dear Sirs:

Re: Torazo IWASAKI - Reg. No. 10123.

We are in receipt of your letter of the 22nd ultimo.

Your reference to the Certificate of Title is not quite clear to us. The new Certificate in your name is held at your disposal by the Land Registry Office, Victoria, B. C., subject only to the Registered Charge thereon.

With regard to the Timber Agreement with the Glen Lake Logging Company, we understand the Company has no intention of conducting further operations and is prepared to sign a release from obligations attaching to the unfinished period of their Agreement, which runs to the end of the current year. Any obligations of the Company attaching to the expired period would, of course, be to, and for the account of, the former owner, Torazo IWASAKI.

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.

G. J. MOUAT: PRESIDENT
D. S. HARRIS: TREASURER

GAVIN C. MOUAT:
VICE-PRESIDENT AND MANAGER
RES. PHONE: GANGES 53-1

A. INGLIS: SEC.
W. M. MOUAT: DIARY
FOR

SALT SPRING LANDS, LTD.

AGENTS FOR:
GUARDIAN ASSURANCE CO.
NORWICH UNION FIRE INSURANCE CO.
PHOENIX ASSURANCE CO.
THE UNION MARINE & GENERAL INSURANCE CO. LTD.
QUEEN INSURANCE COMPANY

BOX 35
GANGES, B.C.

June 14, 1945.

file 3271.
Cat. No. 552.

H.G. Bell, Esq.,
Administration Department,
Office of the Custodian,
Vancouver, B.C.

Re: Torazo Iwasaki - reg. #10123.

Dear Sir;

Since receipt of your letter of June 2nd, we wrote to the Land Registry Office in Victoria, under date of June 5th as follows:

"We understand from the Office of the Custodian that Certificate of Title #150954-I, covering certain property which has recently been purchased by us from the Custodian, is now in the Land Registry Office at our disposal. This being the case, may we ask you to forward the same to us."

We have today received their reply as follows:

"I am in receipt of your letter of the 5th inst., re Certificate of Title #150954-I. This Title is on file in this office to the order of the Custodian, also there is a Timber Agreement charge against the property under No. 97535-G, in which case the Title remains on file in this office."

We of course understand the situation in regard the Timber Agreement, and realize that the Title must remain in the L.R.O., until this Agreement has been satisfied.

However, our point is that the L.R.O. states that the said Title is "on file in their office to the order of the Custodian" - and we think that you should now write them and instruct them that the said Title should be on file to our order.

Will you please advise.

Yours truly,

SALT SPRING LANDS LIMITED.

Gavin C. Mouat.

REAL ESTATE
STOCKS AND
MORTGAGES
CONVEYANCING
OFFICE

EVACUATION SECTION
JUN 14 1945
Rec'd
File No. 3271
Ans.
Referred *Bell*
ans to Charlott

*The doc. file have
been attached to the
file.*

G.J.

Xaver

Gavin C. Mouat

la

3271.

January 30th, 1946.

Mr. Gavin C. Mount,
Ganges,
B. C.

Dear Sir:

Re: Torazo IWASAKI - Reg. No. 10123.

The above Evacuee has been offered a timber cutting contract if his portable sawmill can be shipped to him at Greenwood.

In reviewing this file we find that you wrote our Protection Department on the 28th May, 1945, reporting that the place (Iwasaki's property) was in a "terrible mess" and that nothing of any value was left, due to the place being broken into "time and time again".

While this very unsatisfactory state of affairs may be attributed to the isolated position of the property, and that it was open to passing boat traffic but not accessible by road, it would still appear to be inadequate to account for the disappearance of such heavy equipment as the portable sawmill, and other items included in the list of chattels checked and confirmed by you in October, 1942.

Mr. Iwasaki left the Keys of his property with Mr. B. A. Wilson, his neighbour, and as some, and we hope much, equipment may have been moved to the latter's premises for better protection, we would be obliged if you would again go into this matter and report back as fully and as promptly as possible, to enable us to reply to the proposition we have received through the Department of Labour.

Yours very truly,

R. G. Bell,
Administration Department.

RGE/P.

PRESIDENT: B. S. HARRIS

VICE-PRESIDENT: G. J. MOUAT

SECRETARY-TREASURER: A. INGLIS

SALT SPRING LANDS, LTD.

AGENTS FOR:
GUARDIAN ASSURANCE CO.
MONTICLOUT UNION FIRE INSURANCE CO.
PHOENIX ASSURANCE CO.
THE UNION MARINE & GENERAL INSURANCE CO. LTD.
CUBAN INSURANCE COMPANY

BOX 35
GANGES, B.C.
February 4-1946.

REAL ESTATE
STOCKS AND BONDS
MORTGAGES
CONVEYANCING

PHONE GANGES 3-M

file 3271

R.G. Bell, Esq.,
Administration Dept.,
Office of the Custodian,
Vancouver, B.C.

EVACUATION SECTION	
DATE	FEB 6 1946
FILE NO.	3271
ANS.	
REFERENCE	Bell

Re: Torazo Iwasaki - Reg. No. 10123.

Dear Sir;

We have your letter of the 30th ult., in re the above, and without hesitation I confirm anything I said in my letter of May 28th 1945, also, any reports in connection with the same property which I had previously made. I presume also that Messrs. Anderson & Carlsen made a report in connection with this property, as I also believe they visited this property in connection with listing the chattels for the Auction Sale which was held Nov. 3, 1943 - Messrs. Thwaites & Bazett, Auctioneers.

As regards the portable saw mill, I believe there is still a big engine down there and certainly as far as the Salt Spring Lands are concerned (the present owners) we would be glad to have anything and everything removed from the property, but I feel that it is quite probable that the condition and value of this equipment would not justify the freight charges.

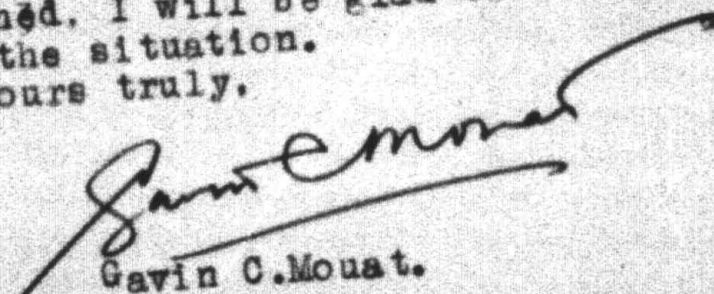
I have contacted Mr. B.A. Wilson and he states that Mr. Iwasaki did leave two locked boxes of steam fitters' tools in his basement, also an old roll of linoleum. Mr. Wilson knows of nothing further.

On second thoughts, I believe you will find that Mr. Green visited this property and made a report similar to mine.

I notice you say the Department of Labor has made a request in this connection, and I wonder if it would not be advisable for them to have one of their field men inspect the equipment before any decision is made in regard to the expense of moving it.

So far as I am concerned, I will be glad to co-operate in any way I can to help out in the situation.

Yours truly,


Gavin C. Mouat.

GCM/L

3271.

February 11th, 1946.

Mr. Torazo IWASAKI,
Registration No. 10123,
P. O. Box 481,
Greenwood, B. C.

Dear Sir:

Re: Chattels.

We have received a letter from Mr. R. C. Taylor of Greenwood, regarding a portable sawmill left by you on your property on Salt Spring Island.

Due to the isolated location of this property, with extensive water frontage but no direct access by road, it has been found impossible to prevent breaking-in and vandalism, and our agent, Mr. Gavin C. Mount, reports that practically everything movable is missing, and he questions whether the value of what is left would justify the heavy expense of removal. In November, 1943, representatives from this office visited the property for the purpose of removing everything of value for inclusion in a widely advertised auction sale of Chattels held, at Ganges, by our Chattels Department. The report of this visit reads in part "it was agreed that there was nothing of value left which justified transportation to auction" and "cost of moving....would have been prohibitive, and it is difficult to see what could have been done to protect them".

The loss of these chattels is a matter of regret. However, the monetary loss involved has been somewhat compensated for by the satisfactory price we have held out for and obtained for the real property. The buildings on the land have been wrecked by repeated visits of vandals, apparently from the water, but in spite of this the price realized was \$5,250.00 (the appraised value being \$5,000.00, the assessed value \$3,950.00).

We enclose copy of our letter of today to Mr. Taylor advising him that the equipment to which he referred is not available but we desire you to have the information why.

Yours truly,

R. G. Bell,
Administration Department.

*OK'd
by Mr. Bell*
RGB/P.
Encl.

3271.

Mailed 15/8/47

August 15th, 1947.

REGISTERED MAIL

Mr. Teraso IWASAKI,
Registration No. 10123,
P. O. Box 401,
Greenwood, B. C.

Dear Sir:

This file is up for review in connection with the transfer to the credit of your Personal Account of the sum of \$98.15, representing your half share of the balance in your Joint Account with Hyosaku IWASAKI, File 3638, whose account is also being credited with same amount.

These transfers will leave no balance in the Joint Account, in which no further entries are expected and which will therefore be closed.

The above transfer to your Personal Account increases the balance therein to \$4,932.99, i.e. \$4,838.54 as per last statement, less \$3.70 (L.D. telephone calls to Ganges re property sale), plus above \$98.15. We will refer to this balance again at the end of this letter.

Real Property: Your property (Cat. 552) on Salt Spring Island, consisting of about 600 acres of logged off timberland on which there was a dwelling and out-houses, was sold (Mar. 22/45) for \$5,250.00, net proceeds (\$4,952.69), being credited to your account on the 23rd May, 1945. A complete statement of the transaction was enclosed with our letter of the 23rd May, 1945.

The Vancouver property, consisting of 2 vacant city lots, in which you had a half-interest with Hyosaku IWASAKI, Reg. 07446, File 3638, was sold (May 27/44) for \$230.00, the net proceeds (\$196.30) from this sale being credited to a special Joint Account in the names of the two registered owners, as mentioned above.

We do not appear to have received from you the Certificates of Title (Nos. 122796-I and 3749-G) to either of the above properties and it would be appreciated if you would send them in to this office.

Personal Property: As explained to you in our letter of the 11th February, 1946, the isolated position of your property on Salt Spring Island, with extensive sea frontage but no direct access by road, made adequate protection impossible and breaking-in and pilferage occurred frequently, accounting for the loss of all movable articles of any use to the vandals responsible.

(Over)

Mr. Toraso IWASAKI.

Page 2.

August 15th, 1947.

Bills Receivables Balance of stumpage (\$260.30) payable by the Oler Lake Logging Company under your agreement with them (dated Dec. 10/40), was collected by this office and credited to your account on the 19th January, 1943.

Bank Accounts A balance of \$190.00 declared by you to be in an account with the Canadian Bank of Commerce, Chemsinus, did not come under our administration.

Funds As mentioned at the beginning of this letter the balance standing at the credit of your account at the present time is \$4,932.99. It is desired to close your account, in which no further entries are expected, and if you will advise us of the name and address of your Bank we shall be glad to remit this balance to them for your credit in their books.

We enclose a stamped addressed envelope for your convenience and would appreciate your prompt acknowledgment of this letter. We might add that we are in the process of closing inactive accounts, of which yours is now one, and if we do not receive the desired acknowledgment within a reasonable time, say before the end of this month, we shall proceed to close your account by remitting your balance to you direct, though we prefer the method outlined.

Yours truly,

R. G. Bell,
Office of the Custodian.

RGB/P.
Encl.

Box 481,
Greenwood, B. C.,
Aug. 19, 1947.

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

EVALUATION SECTION	
Rec'd	AUG 25 1947
File No.	32748
Ans.	
Referred	Butt

Dear Sir,

We received your letter of August 15th instant.
Regarding the sale of my property on Salt Spring Island, I fully disapprove of your actions which your department have taken. You have sold my property without my consent and furthermore the price of my property for which you have sold, is tremendously low at this time when property prices are so high.

At the time of evacuation G. C. Mouat of Salt Spring have prevented me from renting my property to such persons as Mr. B. A. Wilson and Mr. MacDermot of Salt Spring, who were willing to take care of my property.

Regarding our personal property, you stated that inadequate protection was blamed for being broken in and pilferaged, but was it not your department's responsibility to look after such property? I fully think you are merely stating your irresponsibility.

According to Mr. D. Taylor of Greenwood, who have written your dept. previously concerning my saw mill, you wrote him that it was auctioned and sold. To me you told me that its parts were stolen and thus would not complete a sawmill. Please explain to me which is true.

My property consists of two miles water frontage which consists of several good beaches suitable for swimming. These 52 acres of water frontage property suitable for resorts, would alone amount to a price more than you have sold my entire property.

Under such circumstances, I fully disapprove of your action against my property and I refuse to send my Certificates of Titles to you. I also refuse to accept such an inadequate amount.

Yours truly,

T. Iwasaki
T. Iwasaki

27/8/47: Copy
made for
Mr. Shears
R.P.

SALT SPRING LANDS, LTD.

GAVIN C. MOUNT, MANAGER
RES. PHONE: GANGES 55-L

BOX 35
GANGES, B.C.

May 18th 1948.

AGENTS FOR:
GUARDIAN ASSURANCE CO.
HARRISON UNION FIRE INSURANCE CO.
PHOENIX ASSURANCE CO.
THE UNION MARINE & GENERAL INSURANCE CO. LTD.
QUEEN INSURANCE COMPANY

EXHIBIT No. 252-7
DATE Jan 30-1950
FILED BY J. S. Macdonald

REAL ESTATE
STOCKS AND BONDS
MORTGAGES
CONVEYANCING
PHONE: GANGES
OFFICE 55-M

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

Attention Mr. Russell

Dear Sirs:

File No. 3271
Re: Torago Iwasaki

EVACUATION SECTION	
Rec'd	MAY 19 1948
File No.	3271
Ans.	
Referred	<u>Russell</u>

Your letter of the 7th instant duly received together with copy of claim as filed by Mr. Iwasaki and which said copy of claim I am returning herewith.

I am inclined to partly agree with your remarks with regard to the donkey engine. From what I remember I do not think this particular unit was very much good. However, strange enough some one went to an awful lot of trouble to steal it piece by piece.

xx With regard to the box mill, this apart from the huge engine was a very flimsy affair and I don't think much was produced by it. However, I can readily agree that the outfit should have been worth about \$250.00 at time of evacuation to someone who wanted the various machinery. The mill building is still there but of course very rotten as the foundation was built of green logs. Also parts of the engine (apparently too heavy to move) are still there but again the whole place has been plundered and pillaged.

With regard to list of smaller stuff I am of the opinion that these goods were all there and the values placed on them as at evacuation average up higher than prices obtained for similar goods at the 1943 auction sales at Salt Spring, May 3.

As pointed out above there is still part of an engine left on the property. This is the box mill engine. There are also parts of other material still on the property but as a result of vandalism and theft what is left is valueless. For instance the frame of the sewing machine is there but the machine itself was wrenched apart from the frame by use of considerable force, possibly pryed off by a crowbar, when it could have been removed by simple use of screw driver and a wrench.

SALT SPRING LANDS, LTD.

GAVIN C. MOUNT, MANAGER

RES. PHONE: GANGES 53-1

BOX 35
GANGES, B.C.

AGENTS FOR:

GUARDIAN ASSURANCE CO.
NORWICH UNION FIRE INSURANCE CO.
PHOENIX ASSURANCE CO.
THE UNION MARINE & GENERAL INSURANCE CO. LTD.
QUEEN INSURANCE COMPANY

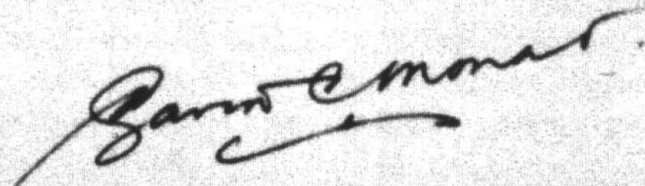
REAL ESTATE
STOCKS AND BONDS
MORTGAGES
CONVEYANCING
PHONE: GANGES
OFFICE 52-M

- 2 -

There seemed to be as much or more evidence of vandalism at this place as there was of theft and I tried and hoped to catch someone at it but without success. Perhaps just as well as the Department would probably not have prosecuted, which was the result in a similar case where we had evidence.

I have discussed this matter with Mr. D. A. Wilson and he cannot suggest anything further than the above.

Yours truly,



Gavin C. Mount

xx Since dictating above I made a visit to the old mill site and find that practically all of the old engine has disappeared. This could have happened quite sometime ago as I do not recall taking any particular notice of it for at least a year. I also noticed that the building is a total loss it was built on logs that have rotted and it is certainly an encumbrance now



LAND SALES & RENTALS

T. D. FLANAGAN
SUPERVISOR



TELEPHONE FAIRMONT 2711

VANCOUVER, B.C.

May 18th, 1948.

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

Attention Mr. P.H. Russell

Dear Sirs:

Re: Lots 1 & 2, Sub. A, Blk. 19,
D.L. 50, 5710 Joyce Road.

In response to yours of the 7th instant
I have compiled the following information with respect
to the above-noted property.

In November 1913 this property was sold
to Tarado and Hyosaku Iwasaki by Hugh C. Cochrane save
and except that portion of Lot 1 conveyed to the
Municipality of South Vancouver and lettered "A" on
reference plan #215. This parcel "A" is shown in blue
on the attached sketch.

The City of Vancouver acquired the further
portion shown in violet from T. and H. Iwasaki in June
1929 for the sum of \$50.00. It is noted that neither of
these parcels were expropriated.

I trust that the foregoing remarks will
suffice.

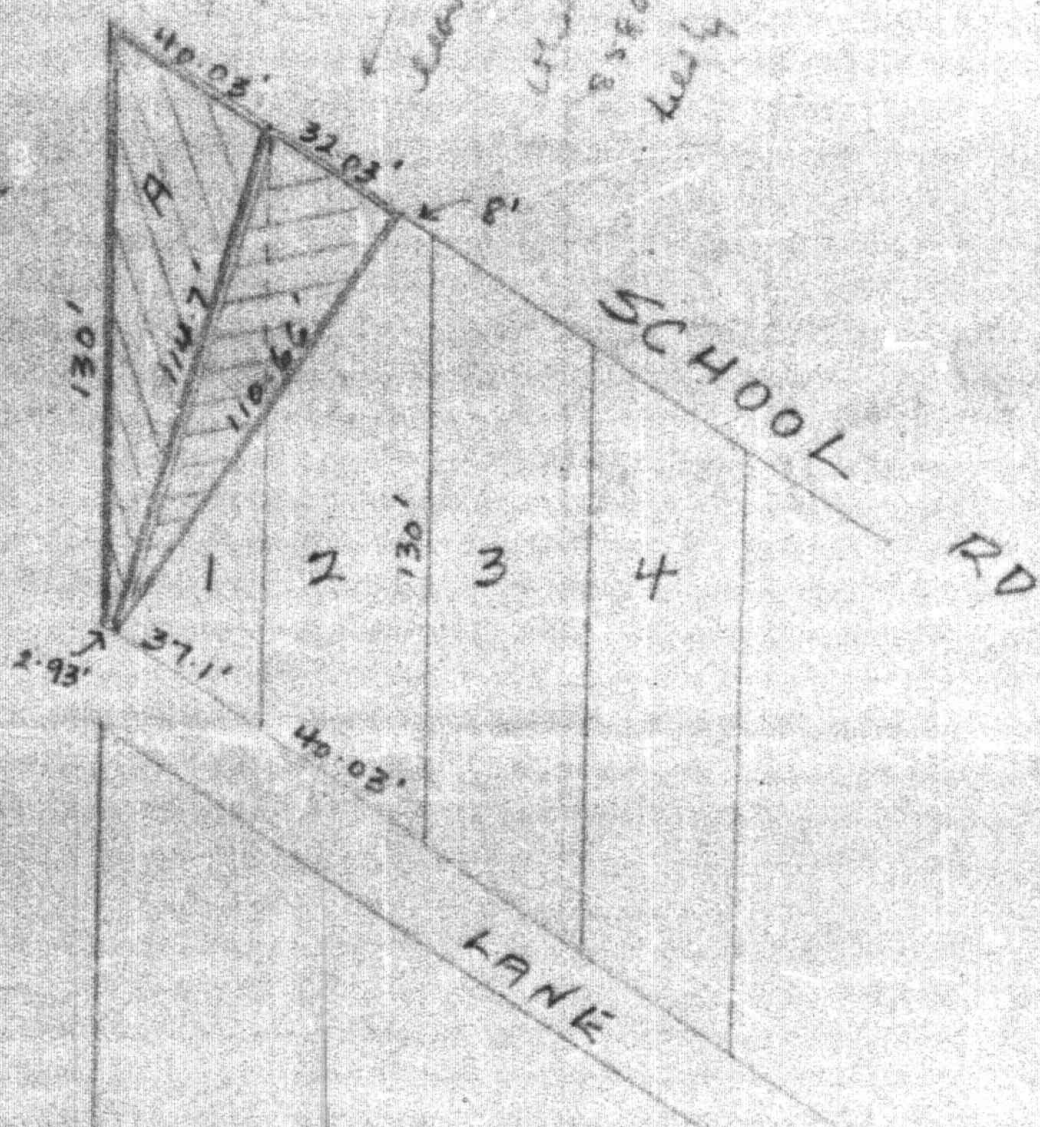
Yours truly,

T. Flanagan
Supervisor of Lands & Rentals.

SLG:EA
att.

YOCK
RD

RD



Survey 1913 = 2280
6230
Survey 1920 = 1800 110
4480
Area 1913
85800/112
less 4 3000
6230

May 7, 1948.

Land Department,
City Hall,
Vancouver, B.C.

Dear Sirs:

I notice that a number of years ago the City of Vancouver expropriated for the sum of \$50, Lots 1 and 2 of Subdivision A of Block 19 D.L. 50 Map 1820. It appears that part of Lot 1 and possibly part also of Lot 2 were in fact taken for road purposes. I believe that there were two expropriations, but I am not sure of this.

As the former Japanese owner is making what appears to be at first sight, an extravagant claim in respect of the value of the unexpropriated part of this property, it will be greatly appreciated if you will advise as to the dimensions and area of the parts which were taken. This, together with the date of expropriation, would offer some criterion of value of this property as of the date of its taking.

Your advice will be very greatly appreciated.

Yours very truly,

P. H. Russell.

PHR/mw

May 7, 1948.

Mr. Gavin C. Mount,
Ganges,
B. C.

Re: Torazo IWASAKI

Dear Mr. Mount:

You will remember that you checked the chattels on the property belonging to Torazo Iwasaki. It appears that most of these were stolen, but there are two major items which by their nature could not be taken away en bloc. These are a logging donkey and a box mill.

I enclose a copy of the claim as filed by the Japanese, which please return after you have perused it. Any general comments you might wish to offer will be appreciated. I might remark, however, that the logging donkey claim appears on its face to me to be rather absurd. He states that it was new in 1939 and had never been used, but also states that the value of the engine then put into this apparatus was \$50. I cannot conceive of any piece of heavy logging equipment such as this being powered effectively with a fifty dollar engine, and therefore think that the inference may arise that the real reason that the machine was never used was because it was completely worthless and had from the outset only scrap value. Furthermore, the scrap value on a relatively remote place like Saltspring Island would be nil to anyone but a Japanese as the motor would not be worth removing.

No such criticism appears possible as to the box mill, except that he has included the building in which it was housed, as part of the chattel property. You may, however, recall this mill and be able to offer some suggestions as to what its open market value might have been around 1942 or 1943.

I believe that there was still an engine left on the property which was too big for removal and perhaps was too big for theft, or may have been scrapped and not worth selling. Do you know if this engine belonged to the donkey or to the box mill. Is there any other material still on the premises and if so, to what did it pertain.

Your general comments will be very much appreciated. If it is possible, could you consult with Mr. D. Keith Wilson on these points. He may also have some knowledge of the facts concerning these chattels. The reason for this request is that Mr. Wilson valued the land itself, and it will possibly be desirable that he attend the sittings to be heard before Mr. Justice Bird when he sits in Vancouver. It would not be desired to trouble both you and him to come here to give evidence if the salient facts could be covered by Mr. Wilson alone.

Your advice will be very greatly appreciated.

Yours very truly,

P. H. Russell.

PHR/mw
Enc.

6/2/49
1002 Government Street,
Victoria, B. C.

15th June 1949

Messrs. Campbell, Brasier, Fisher & McMaster,
Barristers and Solicitors,
Royal Bank Building, 675 W. Hastings Street,
Vancouver, B. C.

Attention: Mr. McMaster.

Dear Sir,

Re: Lots 3 and 4, North Salt Spring Island.

Acting upon instructions from you, I have made an examination of Lot 3 and part of Lot 4, North Salt Spring Island, comprising 598.85 acres, and beg to report as follows:-

It will be very difficult to estimate what timber has been taken off the property to this date without making a very exhaustive survey of the same, and having access to all logging records; those by the Glen Lake Logging Company and all subsequent operations. A definite estimate of all timber taken off the property will not be available until after the logging operations are completed. It might then be possible to obtain this information from the Scale and Royalty Accounts at the Forest Branch either in Vancouver or Victoria. I am informed that the present operation is being conducted by some loggers, directly for Mr. Mouat.

Some of the area appears to have been logged five or six years ago, and some two and three years ago, also during the last year, and logging operations are actually taking place on two portions of the area at the present time. Reference to the enclosed map will show you the areas in question which are marked in green.

I have, however, interviewed Mr. R. W. Hibberson, of the Ryan Hibberson Timber Co., who were in charge of the Province-wide timber cruise of all Crown granted lands for taxation purposes, in about 1921-22. Their cruise at that time of Lot 3 was 935,000 ft. B. M. and of the whole of Lot 4 (including Block B to the south) was 4,125,000 ft. B.M. making a total of 5,060,000 ft. B.M.

A rough estimate of the timber on said Block B would be about 725,000 ft., leaving 4,335,000 ft. on the 598.85 acres.

Apparently the Glen Lake Logging Co. cut about 1,250,000 ft. so that there should have been approximately 3,000,000 feet on the area in 1944 or 1945.

No Pee-wee logs were included in the said cruise, so that if they were now included, and also taking in the natural growth for 22 or 23 years, there should have been about 3,500,000 feet on the area at the time of sale.

I might add that most of those taxation cruises were very conservative and generally considerably more timber would be taken off than the cruise shows, generally from 10% to 15%.

There is no royalty on the timber cut on this property, and the stumpage in 1944 and 1945 jumped to double the stumpage in 1940. A conservative estimate of the value of the stumpage in 1945 would be \$4.00 per M. feet.

The main road has, I believe, been constructed by Mr. Mouat at his own expense. It has, of course, been invaluable to him for the logging operations. At a later date, this road, with possibly a little re-routing and re-grading, will be taken over by the Public Works Department, as it now goes right through and joins up with the road at the Easterly side of the Island.

I actually made a rough survey of the roads marked in yellow, by compass and pacing, but on the ground there appears to have been a recent survey made of the road, and possibly for sub-division purposes; possibly by Mr. Green, B.C.L.S. of Duncan, or Mr. Wolfe Milner of Ganges. Some of the logging roads, after logging is completed, will not be a loss, as they will be useful for access to any lots laid out in any future subdivision of the property.

With reference to the present logging operations, I noted in the log boom and dumps that the timber appeared to be of quite good grade, and with the price of logs as it is today, the owner must be doing extremely well out of it.

I also rowed up the shore to inspect the shoreline, and notes thereof will be found on the map accompanying this report.

Two parcels have apparently been sold off by Mr. Mouat, one of about two acres, shown on the map, to a Major Knapper, taking in the cottage that used to be occupied by Mr. Iwasaki, and some of the clearing, for which, I was informed, Major Knapper paid the sum of \$3,000.00; and another parcel in the North-Westerly corner, to a Mr. Guilbride; acreage and price not available. I met Major Knapper and he showed me where his boundaries were, approximately. I searched title again this morning, but neither of these sales has apparently been registered so that I could not verify the acreage or prices of these alienations.

The property, especially the sea frontage, together with a strip of land a few hundred feet deep, is an exceptionally desirable one. It can be subdivided into a great many plots, giving a certain amount of sea frontage to each parcel, say in one, two or three-acre blocks. There are a great many delightful building sites, especially where the small bays occur, and along the main bay itself. All this is shown on the map.

The land outside of this strip is at present of quite small value. Over the portions of the logged-off land that I traversed, there appeared to be a certain amount of grazing for sheep, but this will undoubtedly dry up as the summer approaches.

To summarize, however, taking into consideration the greatly enhanced value of the land from 1940 to 1945, and also of the timber thereon, I would state that a conservative valuation of the property at the date of sale thereof to the Salt Spring Island Land Company would be Twelve thousand dollars (\$12,000.00).

Respectfully submitted.

H. M. Hall.

November 14, 1949.

Mr. Eustace Smith,
510 West Hastings St.,
Vancouver, B.C.

Dear Mr. Smith:

Case 252 - Japanese Property Claims
Commission

Further to our telephone conversation, the legal description of the property is - Lots Three (3) and Four (4), North Salt Spring Island, COWICHAN DISTRICT, including Parcel "A" (D.D. 58307-1) thereof, EXCEPT that part of said Lot Four (4) lying South of said Parcel "A" and South of the South boundary of said Lot Three (3) and its production East to intersection with said Parcel "A".

The registered owner of this property was Torase Iwasaki, and at the time the Custodian became interested, there was a timber agreement - 11th December, 1940 up to the 31st of December, 1945 in favour of the Glen Lake Logging Company.

We sold this property to the Salt Spring Lands Ltd. in August of 1944 and the information which is being sought is the quantity of timber which has been taken off this property since the 1st of September, 1944.

It will be appreciated if you can, without too much trouble, secure this information, we presume from the Timber Office.

Yours very truly,

F.G. Shears,
Director.

FCS/GM

SALT SPRING LANDS, LTD.

GAVIN C. MOUAT, MANAGER

RES. PHONE, GANGES 52-L

AGENTS FOR:

GUARDIAN ASSURANCE CO.
NORWICH UNION FIRE INSURANCE CO.
PHOENIX ASSURANCE CO.
THE UNION MARINE & GENERAL INSURANCE CO. LTD.
QUEEN INSURANCE COMPANY

BOX 35
GANGES, B.C.

December 12th 1949.

REAL ESTATE
STOCKS AND BONDS
MORTGAGES
CONVEYANCING
PHONE, GANGES
OFFICE 52-M

Office of the Custodian,
506 Royal Bank Building,
Hastings & Granville Sts.,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	DEC 14 1949
File No.	
Ans.	
Referred	

Attention Mr. Good

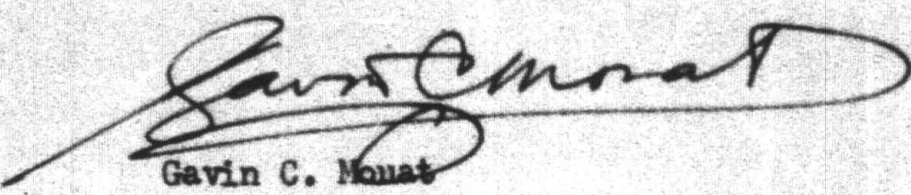
Dear Sirs:

As per our telephone conversations of today, I have asked Mr. Goldfinch of the Land Registry Office to forward you immediately a copy of our Application Form # dated July 17th, 1947, in which we asked for the removal of the timber agreement held by Glenn Lake Logging Co. as it had expired by effluxion of time.

We trust that you will have received this from the Land Registry Office.

Yours truly,

SALT SPRING LANDS LTD.


Gavin C. Mouat

Case 252 Inverness

ADDRESS ALL COMMUNICATIONS TO
THE REGISTRAR



LAND REGISTRY OFFICE
VICTORIA

IN YOUR REPLY
PLEASE REFER TO... HRG...

December 12th, 1949

EVACUATION SECTION	
Rec'd	DEC 13 1949
File No.	3271
Ans.	
Referred	

The Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir: Attention of Mr. Good

At the request of Mr. G.C.
Mouat of Ganges I am enclosing a copy of the
application which was my authority to cancel Timber
Agreement 97535-G between Torazo Iwasaki and Glen
Lake Logging Company Limited.

Yours truly,

H.J. Crane
Registrar

HRG/LS

per

HRG

December 13th, 1949

The Hon. Mr. Justice H. I. Bird,
Japanese Properties Claims Commission,
Court House,
Vancouver, B. C.

Dear Sir:

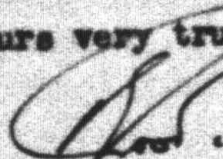
Re: Case Number 252 - Torazo IWASAKI

You telephoned me on the 9th of December to enquire if this office held a copy of the Quit Claim deed from Glen Lake Logging Company Limited to Salt Spring Lands Limited as mentioned in the letter received from the last named Company on 22nd May 1945.

I telephoned Salt Spring Lands Limited on receipt of your telephone call and they have examined their files only to find that they had not followed this matter up and had not obtained the Quit Claim deed from Glen Lake Logging Company Limited. Mr. Mount informs me that the Glen Lake Logging Company Limited has gone out of existence and he therefore applied to the Land Registry Office for cancellation of the charge mentioned on the deed of the property concerned in case number 252 above mentioned.

The Land Registry Office at Victoria has sent to this office a copy of the application made by Mr. Gavin C. Mount for cancellation of the charge, and I am attaching this document hereto.

Yours very truly,



B. Good
Comptroller

BG:BK
Encl.

3271
SALT SPRING LANDS, LTD.

Garvin C. Mount: Manager

DATE

FILED BY

EXHIBIT No.

DATE

FILED BY

252-7

Jan. 30 - 1948

J. A. Macdonald

Box 35,
Ganges, B.C.,
May 18th 1948.

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

Attention Mr. Russell

Dear Sirs:

File No. 3271

Re: Toram Iwasaki

Your letter of the 7th instant duly received together with copy of claim as filed by Mr. Iwasaki and which said copy of claim I am returning herewith.

I am inclined to partly agree with your remarks with regard to the donkey engine. From what I remember I do not think this particular unit was very much good. However, strange enough some one went to an awful lot of trouble to steal it piece by piece.

With regard to the box mill, this apart from the huge engine was a very flimsy affair and I don't think much was produced by it. However, I can readily agree that the outfit should have been worth about \$250.00 at time of evacuation to someone who wanted the various machinery. The mill building is still there but of course very rotten as the foundation was built of green logs. Also parts of the engine (apparently too heavy to move) are still there but again the whole place has been plundered and pillaged.

With regard to list of smaller stuff I am of the opinion that these goods were all there and the values placed on them as at evacuation average up a little higher than prices obtained for similar goods at the 1943 auction sales at Salt Spring and Mayne Islands.

As pointed out above there is still part of an engine left on the property. This is the box mill engine. There are also parts of other material still on the property but as a result of vandalism and theft what is left is valueless. For instance the frame of the sewing machine is there but the machine itself was wrenched apart from the frame by use of considerable force, possibly pryed off by a crowbar, when it could have been removed by simple use of screw driver and a wrench.

SALT SPRING LANDS, LTD.

- 2 -

There seemed to be as much or more evidence of vandalism at this place as there was of theft and I tried and hoped to catch someone at it but without success. Perhaps just as well as the Department would probably not have prosecuted, which was the result in a similar case where we had evidence.

I have discussed this matter with Mr. D. K. Wilson and he cannot suggest anything further than the above.

Yours truly,

"GAVIN C. MOUNT"

Gavin C. Mount

IX Since dictating above I made a visit to the old mill site and find that practically all of the old engine has disappeared. This could have happened quite sometime ago as I do not recall taking any particular notice of it for at least a year. I also noticed that the building is a total loss it was built on logs that have rotted and it is certainly an encumbrance now.

"G.C.M."

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

April 12, 1930.

G. Norrington

MEMO.

CLAIM No. 888 - IWAZAKI TORAZO.

MEMO OF CONVERSATION BETWEEN COMMISSIONER AND HALL

Meeting with H.M. Hall on January 18th, 1950, relative to his report on appraisal of this property -

Says approximately 100 acres extending along 1 1/2 miles of water frontage on Satellite Channel, with depth of approximately 300 ft. from high water mark, had a value in August, 1944, of from \$50.00 to \$100.00 per acre - in all, say, \$7000.00. The remainder of this 597 parcel is of little value, except for the timber standing thereon in August, 1944.

His estimate of 5,000,000 feet of timber as at August, 1944, is based upon his examination of the property, which appears to have been most thorough, upon the Ryan, Hibbertson cruise referred to in the appraisal, from which he has deducted the approximate 1,850,000 ft. of timber cut by Glen Lake Logging Co. Ltd.

Says that in August, 1944, none of the roads shown on his plan had been constructed except for the road marked "main road" in northerly portion, and the old logging road so marked on the plan.

In June, 1949, when he examined property, logging was being carried on in the south west portion, as well as in the area shown on plan north east of "lot 4", both areas being marked in green on plan.

Hall considers that his valuation is decidedly conservative, his estimate of valuation having been reduced, due to lack of roads and probable cost of subdivision of waterfront property.

H.M. Hall

MEMORANDUM OF AGREEMENT made in duplicate the 10th day of December, 1940.

BETWEEN:

TORAZO IWASAKI, of Salt Spring Island, in the Province of British Columbia,
(Hereinafter called "the Vendor"),

OF THE FIRST PART,

-and-

GLEN LAKE LOGGING COMPANY LIMITED, a Company duly incorporated under the laws of the Province of British Columbia, having its registered office at the City of Victoria, in the said Province,
(Hereinafter called "the Purchaser"),

OF THE SECOND PART.

WHEREAS the Vendor being the owner of the lands hereinafter described has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendor the merchantable timber thereon at the price and on the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that it is mutually agreed between the parties hereto as follows:-

(1) The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor all the merchantable timber and trees now standing, growing, lying or being on that parcel of land on Salt Spring Island, in the Province of British Columbia, more particularly known and described as parts of Lots Three (3) and Four (4), North Salt Spring Island, Cowichan District, commencing at the North West corner of said Lot Four (4); thence North eighty-nine degrees forty minutes East (N. 89° 40' E.) for twenty-nine and seventy-two hundredths chains (29.72) more or less to the South East corner of Lot Two (2), North Salt Spring Island; thence South nineteen and seventy-seven hundredths (19.77) chains; thence South sixty-five degrees thirty-two minutes East (S. 65° 32' E.) for forty-five and fifty-one hundredths (45.51) chains more or less to the North West corner of Lot Five (5), North Salt Spring Island; thence South twenty-two degrees forty-nine minutes West (S. 22° 49' W.) along the Westerly boundary of said Lot Five (5) for thirty-nine and thirty-three hundredths (39.33) chains more or less to the South West corner of said Lot Five (5); thence South Sixty-five degrees thirty-three minutes East (S. 65° 33' E.) along the Southerly boundary of said Lot Five (5) for thirty-nine and eighty-five hundredths (39.85) chains; thence South twenty-seven degrees nineteen minutes West (S. 27° 19' W.) for nine and ninety-two hundredths (9.92) chains; thence South eighty-nine degrees forty minutes West (S. 89° 40' W.) for fifty-six and ten hundredths (56.10) chains; thence North forty-seven minutes East (N. 0° 47' E.) for six and ninety-one hundredths (6.91) chains; thence East one and thirty-seven hundredths (1.37) chains; thence North eighteen and eighty-five hundredths (18.85) chains; thence West thirty-eight and sixty-four hundredths (38.64) chains more or less to high water mark, thence following said high water mark in a Northerly direction to the point of commencement, containing 524.8 acres more or less, being the land shown on plan deposited under number 5742-1 exclusive of that part colored green thereon to which parcel of land hereby registered the Registrar has assigned "A" as a distinguishing letter, with liberty to the Purchaser to enter on the said lands with its servants, agents and workmen and with machinery, plant, tools and equipment and to cut, fell and remove the said timber from the said lands upon and subject to the terms and conditions hereinafter appearing.

(2) As the purchase price therefor the Purchaser shall pay to the Vendor Two Dollars (\$2.00) per thousand feet board measure Government Scale payable as follows: the sum of One Thousand Dollars (\$1,000.00) in cash on the execution hereof as payment in advance for the first five hundred thousand (500,000) feet of the said material, and the balance of the purchase price shall be paid by the Vendor in installments of \$1,000.00 per thousand feet of the said material, until the total amount of \$2,000.00 has been paid.

(2) As the purchase price therefor the Purchaser shall pay to the Vendor Two Dollars (\$2.00) per thousand feet board measure Government Scale payable as follows: the sum of One Thousand Dollars (\$1,000.00) in cash on the execution hereof as payment in advance for the first five hundred thousand (500,000) feet thereof; immediately upon completion of cutting of the said first five hundred thousand (500,000) feet, a further sum of Two Hundred Dollars (\$200.00) as payment in advance for the next following one hundred thousand (100,000) feet; and additional payments of Two Hundred Dollars (\$200.00) each in advance for each succeeding one hundred thousand (100,000) feet; provided that when the balance of merchantable timber uncut and unpaid for shall have been reduced to less than one hundred thousand (100,000) feet, a final advance payment shall be made at the rate of Two Dollars (\$2.00) per thousand feet for the estimated quantity of such remaining timber.

(3) The Purchaser shall carry on and conduct its logging operations in a good and workmanlike manner and according to approved customs and methods of logging operations in British Columbia and in so doing shall log off and cut clean and clear as logging progresses, such merchantable timber as can in accordance with good logging practice be economically and profitably logged and in such manner as not to impair unnecessarily the value of the said lands.

(4) The Purchaser shall complete its said logging operations and remove its machinery, plant, tools and equipment from the said lands not later than the 31st day of December, 1945, from and after which date the rights of the Purchaser hereunder shall absolutely cease and determine and all timber and logs then situate, standing, growing, lying and being on the said lands shall remain and be the absolute property of the Vendor, but without prejudice to any other rights or remedies which the Vendor may then have against the Purchaser by virtue of these presents.

(5) The Purchaser shall, during the continuance of these presents, observe and carry out the provisions of the "Forest Act" and all and any regulations passed thereunder and all other laws and regulations of the Province of British Columbia and Dominion of Canada now or hereafter in force, relating in any way to logging operations.

(6) The Purchaser shall indemnify and save harmless the Vendor against and from all claims and demands for labour, wages or material, arising out of or in connection with the operations of the Purchaser hereunder, and shall not do or omit any act, matter or thing whereby any lien shall be filed against the said lands.

(7) The Purchaser shall pay all royalties, rates, taxes, assessments and dues, whether municipal, provincial or federal, which, during the continuance of these presents, may be or become payable in respect of the timber or logs situate, standing, lying, growing or being on the said lands or which during the continuance of these presents, may be cut thereon or removed therefrom; provided that if the Purchaser shall make default in making any payment in pursuance of this paragraph, the Vendor may at his option, make such payment and the same shall thereupon become forthwith payable by the Purchaser to the Vendor on demand, together with interest at the rate of six per centum (6%) per annum until payment.

(8) The Purchaser shall take all proper precautions and make all proper provisions for the prevention of fire.

(9) All timber and logs situate, standing, growing, lying and being on the said lands shall be at the risk of the Purchaser during the continuance of these presents.

(10) Time shall be the essence of this agreement.

(11) This agreement and the covenants, provisos and conditions herein contained shall enure to the benefit of and be binding upon the said parties hereto and their and each of their respective heirs, executors, administrators, successors and assigns as fully and effectually as if the words, "heirs, executors, administrators, successors and assigns" had been written in all necessary and proper places.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand and seal and the Corporate Seal of the Company has been hereunto affixed by its proper officers in that behalf first duly authorized on the day and in the year first above written.

SIGNED, SEALED and DELIVERED)
by Torazo Iwasaki in the)
presence of:)

"T. Iwasaki" (Seal)

"H. A. Beckwith")

The Corporate Seal of Glen)
Lake Logging Company Limited)
was hereunto affixed in the)
presence of:)

"Fred C. Elliott")

(Company Seal)

MEMORANDUM OF AGREEMENT made in duplicate this 10th day of December, in the year of our Lord one thousand nine hundred and forty.

BETWEEN:

TONAZA IWASAKI, of Salt Spring Island, in the Province of British Columbia,
(Hereinafter called the "Vendor"),

OF THE FIRST PART,

-and-

OLEN LAKE LOGGING COMPANY LIMITED, a Company duly incorporated under the laws of the Province of British Columbia, having its registered office at the City of Victoria, in the said Province,
(Hereinafter called the "Purchaser"),

OF THE SECOND PART.

Supplemental to the agreement of even date herewith the vendor hereby agrees to and with the purchaser to sell to the purchaser, who agrees to purchase of and from the vendor, all merchantable timber on the ~~east~~^{east}erly portion of the 74.05-acre plot owned by the vendor at the same rate and consideration as that contained in the principal agreement, and the purchaser shall have the right to construct roads across the easterly portion of the 74.05-acre plot for the removal of said timber and for the removal of the timber from the easterly portion of Lot Four (4) lying east of said 74.05-acre plot.

And the said purchaser shall have the right of access to the bay on the north-west corner of said 74.05-acre plot for the purpose of booming all or any of the logs purchased by the purchaser from the vendor.

This agreement and the principal agreement are entered into by the purchaser on the undertaking of the vendor to make a merchantable title to the timber on the lands described in the principal agreement as well as the lands described in this agreement, and in respect to all collateral agreements the covenants and conditions of the principal agreement shall be binding upon the

parties hereto.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand and seal, and the Corporate Seal of the Company has been hereunto affixed by its proper officers in that behalf first duly authorized on the day and in the year first above written.

SIGNED, SEALED and DELIVERED
by Torasa Iwasaki in the
presence of,

"H. A. Beckwith"

"T. Iwasaki" (Seal)

The Corporate Seal of Glen
Lake Logging Company Limited
was hereunto affixed in the
presence of,

"Fred C. Elliott"

(Company Seal)

Director & Treasurer

CLAIM ON REAL AND PERSONAL PROPERTY

Claimant: Toraso IWASAKI.

File 3271.

<u>Amount</u>	<u>On</u>	<u>Jan. Valuation</u>	<u>Ass. Value</u>	<u>Appr. Value</u>	<u>Sold for</u>	<u>Remarks</u>
(1) \$60,000.00	600 acres Logged Timberland on Salt Spring Island	\$60,000.00	\$ 3,950.00	\$5,000.00	\$5,250.00	(1) This Salt Spring Island property (Cat. 552) proved difficult to sell. It consists of 600 acres of logged off timberland with no direct access by road. The buildings are described by appraiser as dilapidated and of no value. The most valuable feature of the land is its half-mile of water-frontage with several very nice bays.
(2) \$ 1,500.00	Half interest in 2 vacant City lots in Vancouver	\$ 1,500.00	\$ 230.00	\$ 230.00	\$ 230.00	(2) In the large city market in which these 2 lots (Cat. 123 & 124) were sold the price realized can be taken as a reasonable indication of fair market value at date of sale.
(3) \$ 4,800.00	"Business"	—	—	—	—	(3) No information is supplied as to what this item represents.
\$66,300.00	Real Property total					
\$ 4,932.95	Acknowledged Custodian Credits					
\$61,367.05	Amount of Real Property claim					
(4) \$ 2,224.00	Personal Property total as listed in Claim					
\$63,691.05	Inclusive total of claim					
\$ 12.00	Mistake in addition					
\$63,679.05	Actual grand total					

(4) The articles listed in claim are in substantial agreement with the list supplied by owner and confirmed (Oct. 7/42) by Custodian agent on the spot, Gavin C. Mout. Everything movable appears to have been stolen in innumerable raids on the property, from the water.

Vancouver, B. C., February 6th, 1948.

RGB/P.

3271

November 8th, 1950.

Mr. Torazo IWASAKI,
P. O. Box 481,
Greenwood, B. C.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 252

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$8,083.50.

Cheque in your favour is enclosed for \$7,608.95
and we have paid the Co-Operative Committee .. \$ 474.55
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS/js
1 encl.

BRIEF

Notes in Defence

Torazo IWASAKI

File No. 3271

Case No. 252

- Claims:
1. Salt Spring Island Land
 2. South Vancouver Land
 3. Chattels.

Claim 1:- Salt Spring Island Land

Two possible points appear.

- a. The value of the land itself.
- b. Was any merchantable timber left.

The value of this land is a matter of evidence. The Commissioner is clear that he thinks the claim is grossly excessive. The evidence of the appraiser may be enough.

Remaining value of merchantable timber adding to land value - The claimant has not been deprived of this interest. It was the subject of a Timber Agreement registered as 97535G. It was a chose in action clouding the land, owned by the claimant and not interfered with by the Custodian. It must be surmised that if there was left any timber worth the cutting, the owners of the timber agreement would have cut it.

It must follow that there was no remaining value on merchantable timber and that the market value of the land itself as appraised was the sole value of the property.

Claim 2:- South Vancouver Land - Property B in Claim.

Straightforward question of valuation.

To discover the area proportionate to the whole, and the date, respecting the expropriated part of the land which was taken by the City for \$50.00, a letter of enquiry was addressed to the City Hall. Apart from this collateral evidence, the evidence of the appraiser should be sufficient.

Note reply attached, with sketch. The original area of Lots 1 & 2 was 8580 square feet. The Claimants acquired this less part A leaving about 6230 square feet. Of this, they sold about 1800 square feet, or one quarter of the whole, for \$50.00, and now claim \$3000. for the remaining $\frac{3}{4}$. Note also that the total street frontage, which presumably is the most valuable part of the property, was reduced by this sale from 146 feet to 110 feet.

Claim 3:-

Chattel Claim

The articles marked with a red pencil dot on the copy of the exhibit also appear on the Schedule of Goods listed by Mouat.

The inference is that the rest, if they ever were there, were stolen between the date of evacuation and the date of the inventory. No list of goods accompanies the J.P. Form despite the note on page 2.

The Custodian is not responsible for any missing articles until after his agent received the key from Wilson. The dates are uncertain of the thefts of the articles which do not appear on Mouat's list so no responsibility can definitely be placed in respect of these. The value ascribed by the claimant for these totals \$649.00.

Logging Donkey - The account of the logging donkey given by the claimant is not credible. He states that it was new in the summer of 1939 and had not been used. If this were so, there would have heavy depreciation simply by reason of the disuse.

Probably the key to this is given by the first item "Gas engine - \$50.00". No engine of the least use for such heavy duty work could be had for that price. Taking the statement at face value, it can be assumed that the claimant put together a junk engine with some other material and the result was a still larger piece of junk which would not and could not work. This would explain why it was "not yet used". This item should be written down as scrap, of no value in its location, costing more to remove than it was worth, except to thieves who stole it piece by piece. The fact that it was stolen does not prove that it had any real market value.

Box Mill - Included in this item is the building in which the mill was housed. This is part of the real property and so must come out. This leaves the claim for the machinery at \$369. less \$70., net \$299.00.

Mr. Mouat may recollect this installation and may be able to give a value for it.

Smaller Items - The asserted values appear to be fair to high. E.G., the 1920 brass shaft, which probably was scrap, a piece of machinery costing \$140.00 new, down in value to \$25.00, is worthless to any but Japanese eyes. Probably generous justice would be done by allowing the claim at 25% of all small items which appear on both the claim and the Mouat inventory.

The claim allowable might then work out somewhat thus:

	<u>Claim</u>	<u>Allow</u>
Logging Donkey (Useless)	542.00	Nil
Small items on both schedules	649.00	162.25
Small items on claim only	212.00	53.00
Box Mill	369.00	200.00
	<u>1772.00</u>	<u>415.25</u>

Evidence

As to Claim 1.

Valuator D. Keith Wilson of Vesuvias Lodge, Ganges,
Salt Spring Island.

Claim 2.

Valuator D.W. Reeve of Johnston Reeve & Watson, 602 W.
Hastings St., Vancouver. (Bank of Nova Scotia Building)

Letter and sketch from City of Vancouver: Call T.
Flanagan, Supervisor of Lands & Rentals, if necessary.

Claim 3.

Mr. Mouat, Mr. D.Keith Wilson, or other person, who
saw the chattels and has any knowledge of their value.

See annexed letter from Mr. Gavin C. Mouat. Wilson,
the valuator of the land, also knows of this matter and
discussed it with Mouat.

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION

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

20

Grand Forks, B. C.,
March 2nd, 1948.

IN THE MATTER OF THE CLAIM OF
TORAZO IWASAKI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
Dominion Government.

R.J. McMASTERS, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

D.J. HANDFORD, Esq.,

Official Interpreter.

T.F. HORROBIN, Esq.,

Official Reporter.

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T. Iwasaki,
In Chief.

MR. McMASTER: No. 10 on the list, my lord, T. Iwasaki.

TORAZO IWASAKI, the claimant herein, being
first duly sworn, testified through
the interpreter as follows:

DIRECT EXAMINATION BY MR. McMASTER:

MR. McMASTER: My lord, with regard to the claim, referring
to the first page, the value placed on the property
at Salt Spring Island is \$60,000.00 by the claimant.
He has no special knowledge of values, and on pro-
perty of that kind I am sure I haven't any. It
will be a matter of proof, and I will leave it stand.

THE COMMISSIONER: What is the acreage?

MR. McMASTER: It is quite a large acreage, about 600
acres. With regard to property "B" which is shown
on the front, that is property situated in the
City of Vancouver. The claimant has only a half
interest, being a joint owner with a nephew at New
Denver whom I am advised is making a separate claim
and has engaged his own solicitor. So, this
claimant will make his claim on his half interest.

Now with regard to the claim for the chattels
and goods and equipment, there is an inventory
attached to the claim form, and I will file in the
course of putting in the claimant's evidence another
inventory, the total of which will reduce the
chattel claim to \$1772.00.

THE COMMISSIONER: That is in lieu of \$2,224.00, is it?

MR. McMASTER: Yes, my lord. Perhaps my friend will
be able to advise as to what credit, if any, the
Custodian says should be deducted off that. I think

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T. Iwasaki,
in Chief.

it is pretty small, whatever it is.

Q I would like to deal first with the property situated in Vancouver which you owned jointly with your nephew.

A: Yes.

Q Did you instruct Mr. Leckie to prepare this statement (producing) with regard to that property?

A Yes.

Q Would you be good enough to sign it, please? Are the contents of that statement true, to the best of your knowledge and recollection?

A Yes.

MR. McMASTER: I will file that as Exhibit No. 1. This statement is marked "claim 2" referring to the claim for property in Vancouver.

THE COMMISSIONER: What is it, a house property?

MR. HUNTER: Vacant land.

MR. McMASTER: Vacant land, my lord.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. McMASTER: I will file as Exhibit 2 a copy of the appraisal on behalf of my learned friend. This property is situated in South Vancouver as appears from the statement, my lord, and was purchased in January, 1912, for a price of \$3000.00. After buying the city expropriated two small portions for roadway purposes and paid \$50.00 for each piece.

THE COMMISSIONER: He is not applying 1912 values, is he?

MR. McMASTER: Apparently so. He states, "In my opinion the appraisal of \$230.00 on the basis of the land assessment is wrong and is far below the fair market

T. Iwasaki,
in Chief.

value of these lots. I believe that the value of the land at the time of the sale by the Custodian (he sold for \$230.00, the amount of the appraisal in May, 1944) would be at least \$3000.00, which was the amount I paid in 1912."

THE COMMISSIONER: I suppose he has paid taxes for 35 years and he has to get it out of somebody.

MR. McMASTER: To whence it goes, he expects it to return, my lord.

10 Q Witness, did you instruct Mr. Leskie to prepare this statement with regard to your property situated on Salt Spring Island?

A: Yes.

Q Would you be good enough to sign it?

I might say with respect to the last appraisal, my lord, as I said before, this man has no special knowledge of real estate values and it will be a matter of calling expert evidence. I would ask to file this statement with regard to the real estate on Salt Spring Island as the next exhibit.

20

(APPRAISAL MARKED EXHIBIT NO. 2)

(STATEMENT MARKED EXHIBIT NO. 3)

Q Witness, are the statements contained in Exhibit No. 3 true to the best of your knowledge and recollection?

A Yes.

THE COMMISSIONER: Just before you get into the Salt Spring Island property, as a matter of interest, where is this piece of vacant land in South Vancouver? What is the street address of it?

MR. McMASTER: Q: Could he advise us at what streets the property in Vancouver is situated?

30

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T. Iwasaki,
In Chief.

A The corner of Joyce Road and School Road.

Q Joyce Road and School Road. That is a few blocks off Kingsway where Joyce Road crosses, my lord. On behalf of my learned friend I would file what purports to be an extract of the appraisal of D. Keith Wilson with regard to his property, dated August 5th, 1944.

THE COMMISSIONER: That is of the Salt Spring Island property.

10 MR. McMASTER: The Salt Spring Island property.

The statement shows, and the reporter doesn't need to take it down, I am going to refer to the statement, my lord, (reading).

THE COMMISSIONER: I do not think I will allow this claim to pass, Mr. McMaster, without making some comment on the extravagance of the claim. I know something of Salt Spring Island and anyone who came up with a proposition that Salt Spring Island lands were worth a thousand dollars an acre would make it ridiculous.

20 MR. McMASTER: Probably the problem is the claimant is expanding his idea of the development of the land into the future rather than the present time.

THE COMMISSIONER: Very far into the future. However, I will say nothing more on the matter at present.

MR. McMASTER: I appreciate that, my lord. It will be a matter of expert evidence on it. He states, (reading). Unfortunately we haven't advice from the Custodian's file or otherwise as to what was the ultimate end of that contract.

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T. Iwasaki,
In Chief.

THE COMMISSIONER: When did the logging operation take place?

MR. McMASTER: The contract was entered into on the 10th day of December, 1940, my lord, and he agreed to sell all the merchantable timber on the lands.

THE COMMISSIONER: At what price per thousand?

MR. McMASTER: As to purchase price the purchaser was to pay to the vendor \$2.00 per thousand feet board measure. (Reading Exhibit 1). Now, what he says, my lord, is --

THE COMMISSIONER: Just a moment, please. It appears that the operator, having a stumpage contract at \$2.00 per thousand, ceased operations, the claimant says, before all the timber was cut off, is that it?

MR. McMASTER: I think that is a presumption on his part, my lord. His money ceased coming in, so he frankly doesn't know what happened, but in his opinion there was much more timber than was represented by the money he received.

20 THE COMMISSIONER: No operator having any sense was going to pass up the opportunity to cut at \$2.00 a thousand stumpage in 1940 and succeeding years. However, I can pass that up.

MR. McMASTER: That is a matter to investigate, my lord.

MR. HUNTER: I have some information from the Director of Lands.

THE COMMISSIONER: I am simply commenting from my own knowledge of what the market conditions for readily accessible timber were in 1940. \$2.00 per thousand was pretty cheap timber if it was at all accessible.

30

MR. McMASTER: He points out in his statement he had
in contemplation the development of the property,
(reading).

THE COMMISSIONER: Does he declare who the parties were?

MR. McMASTER: I regret, my lord, he doesn't recall their
names, (Reading). Then he states he has no
special knowledge.

THE COMMISSIONER: That is very obvious.

10 MR. McMASTER: I think so, my lord. However, my lord,
that is a matter that we will have to inquire into
as far as the property is concerned and ascertain.

THE COMMISSIONER: I am reluctant to make any comment
with regard to claims, but when a claim so grossly
extravagant, as this is, is made, I think comment should
be made upon it.

MR. McMASTER: Q: Witness, did you instruct Mr. Leckie
to prepare this statement with regard to your personal
chattels and equipment with respect to which you are
making a claim?

A: Yes.

20 Q: Would you be good enough to sign the statement, please?
Are the statements contained therein true to the
best of your knowledge and recollection?

A: Yes.

Q: And in this list, that is this typewritten list,
— was that prepared by you in conjunction with this
statement that you had Mr. Leckie draw?

A: Yes.

30 Q: To the best of your recollection, do the items shown
on there, the prices paid, the condition at evacuation,
and your estimated value, are those true to the best

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T. Iwasaki,
In Chief.

of your recollection and your ability to estimate
the values? A Yes.

MR. McMASTER: I file the statement, my lord, with regard
to personal chattels and the inventory as one
exhibit.

(DOCUMENTS MARKED EXHIBIT NO. 5).

MR. McMASTER: Do you wish to file your statement on
this, Mr. Hunter?

MR. HUNTER: I don't know. I don't think so.

10 MR. McMASTER: My lord, there is a detailed statement on
this exhibit which shows the various items and from
the Custodian's file perhaps my friend will admit
it appears that the items claimed for substantially
agreed with the list supplied by the owner to the
Custodian and confirmed by the Custodian, and perhaps
also my friend will agree that everything moveable
appeared to have been stolen in innumerable raids on
the property from the water. That is the only
information I have is the information from his file.

20 THE COMMISSIONER: Will you concede that there was
extensive pilferage in this instance?

MR. HUNTER: Whatever was there was stolen, my lord.

THE COMMISSIONER: Whatever was there was stolen.

MR. McMASTER: I take it my friend is conceding that the
articles claimed are substantially the same as those
declared in the inventory by the Custodian.

MR. HUNTER: I think that is correct, my lord.

MR. McMASTER: My lord, the last exhibit shows that the
goods were left in the house and in the warehouse.

30 The logging and donkey engine and box mill were

T. Iwasaki,
In Chief.

dismantled and the parts stored in the warehouse and the house. The house and warehouse were locked, planked and boarded and the keys handed to Mr. Mount, the Custodian's agent. He states in estimating values for the items claimed that he has valued at cost price for all new and unused articles, and as to the used articles he has allowed depreciation, taking into consideration their use and condition at the time of his evacuation.

10 THE COMMISSIONER: If he had been less extravagant in his real estate claim, I would give more credence to his claim for chattels.

MR. McMASTER: I would submit that I regret his extravagance on the real estate claim, my lord, but the man knows very little about real estate matters. On the other hand, he has had experience in logging matters and would likely know the cost of his equipment. He might not know the used sale price of equipment, but he ought to know the cost of his equipment new. Your witness.

20 MR. HUNTER: It is submitted, my lord, that both of these pieces of property, both in Vancouver and on Salt Spring Island, were sold for their fair market value. It is submitted that the values for which the claim was made in connection with the chattels are exorbitant. It is submitted that there may be some question of under whose custody control or management these chattels were left, and I would like to make that statement at this time in case
30 when we investigate further what I suggest may be

T. Iwanski,
In Chief.

substantiated, my lord.

THE COMMISSIONER: Am I to infer from that that the defence of agency will be raised here?

MR. HUNTER: Yes, my lord. I don't say that definitely. I don't know enough about it yet, but that may be raised.

THE COMMISSIONER: Have you any questions?

MR. HUNTER: The Salt Spring Island property, my lord, was sold on the 22nd of March, 1945, for \$5,250.00. I presume my friend will admit that the assessed value of that land was \$3700.00.

MR. McMASTER: If my friend says it was, my lord, I will.

THE COMMISSIONER: It was sold in 1945 for \$5,250.00, was it?

MR. HUNTER: Yes, my lord, the 22nd of March, 1945.

THE COMMISSIONER: What was the assessed value again? \$3250.00, was it?

MR. HUNTER: In 1945 it was assessed in two parcels, one for \$2700.00 and another for a thousand dollars, my lord, making a total of \$3700.00. I see by my records in 1943 it was assessed at a slightly larger figure, for a total of \$3950.00. The Vancouver property was sold for \$230.00, my lord, the vacant land.

THE COMMISSIONER: The appraisal was \$230.00, was it not?

MR. HUNTER: Yes, my lord. I was trying to find the date for you.

MR. McMASTER: The assessed value was also \$230.00 if I might state it on the Vancouver property.

MR. HUNTER: That is correct; that is also the assessed

T. Iwasaki,
In Chief,
Cross-Exam.

value, my lord. I don't seem to have the date of sale here, but I will just check it.

THE COMMISSIONER: Reeve puts his valuation on the basis of the assessment. He says, "We are of the opinion the assessment represents the fair market value".

MR. HUNTER: Yes, my lord. I don't seem to have the date of that sale. I think that the material I have here was taken off another file as it was only a half interest this man was claiming. I haven't as full details of the property as I should have.

THE COMMISSIONER: It was not appraised until July of 1943.

MR. McMASTER: There is a memorandum in the claimant's statement with regard to the property, that it was sold in May of 1944. I presume that must have been taken from the Custodian's file.

MR. HUNTER: It may be here somewhere.

THE COMMISSIONER: Well you can establish it later.

MR. HUNTER: Yes, Mr. McMaster is right. I find it here, May 27th, 1944, \$23.00.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Iwasaki, I notice in your statement concerning personal property, you state the key was left with a Mr. Mount. In your J.P. form you say the key was left with a neighbour, B. A. Wilson. Now, which is correct?

A I left the key with Bishop Wilson with the request that he hand it to Mr. Mount, and I understand that Mr. Mount did receive the key from Bishop

T. Iwasaki,
Cross-Exam.

Wilson.

Q I see. Did you notify the Custodian that the key was with Wilson aside from the J.P. form? Let us change that question. Did you notify the Custodian that Wilson was to hand it to Mount?

A A Mr. Green came to the island and I told him all the details with regard to these arrangements.

Q Was that before or after you completed your J.P. form?

10 MR. McMASTER: Will my friend make sure this man knows what a J.P. form is?

THE COMMISSIONER: Show him the document and have him identify his signature.

MR. HUNTER: Q: Is that your signature (producing)?

A Yes.

Q And you completed this form?

A Yes, he told the Custodian.

Q Where was this completed?

A: On Salt

Spring Island, in his house.

20 Q This is dated the 5th of April, 1942. Was Mr. Green there to see you before or after this date?

A I don't remember.

THE COMMISSIONER: What was the other document in which he said the key was left with Mount? You mentioned it earlier.

MR. HUNTER: That was in his statement of personal property, my lord, one of the exhibits.

THE COMMISSIONER: Oh yes.

MR. HUNTER: Q: When you completed this J.P. form, and you put in that the key was held by B.A. Wilson,

T. Iwasaki,
Cross-Exam.

did you give them any further detail?

A I asked when Mr. Mount came to Salt Spring Island that the key be given to him.

Q Who did you make that request of?

A Bishop Wilson.

Q What time were you evacuated from Salt Spring Island?

A About the 20th of April, I think.

Q You are sure this form was made on Salt Spring Island?

10 Q This J.P. form, you are sure it was made on Salt Spring Island? A Yes.

THE COMMISSIONER: It might be as well to put that in since you have cross-examined on it, Mr. Hunter.

MR. HUNTER: Yes, I am intending to do that, my lord.

Q Was there a Japanese interpreter present when this was filled in, or can you speak some English?

A I am not very good at English. There was no interpreter.

Q How did you give this information to the person if you can't speak English?

20 A My English speaking children were present.

Q And they gave the information? The information they gave was in accordance with your direction?

A Yes.

MR. HUNTER: That will be Exhibit 6, my lord, the J.P. form. That is all, my lord.

(J.P. FORM MARKED EXHIBIT NO. 6).

MR. McMASTER: My lord, I would ask my learned friend to admit that Gavin C. Mount did, in fact, on or about October 7th, 1942, attend at these premises and take an inventory.

T. Iwasaki,
Cross-Exam.
Discussed on.

MR. HUNTER: I beg your pardon?

MR. McMASTER: I am asking my friend to admit that Gavin G. Mount did, in fact, attend these premises on the 7th of October, 1942, and take an inventory.

MR. HUNTER: That may be correct. I can't admit it, I am not sure.

MR. McMASTER: It is in your statement, and I would ask my friend to produce the inventory that Gavin G. Mount took and the report that Gavin G. Mount made when he took the inventory.

10

MR. HUNTER: I don't think it is here, Mr. McMaster.

MR. McMASTER: I would ask my friend to produce it then. They have referred to it in their claims analysis, which is the only information I have with regard to this matter.

THE COMMISSIONER: The claims analysis has not been put in, has it?

MR. McMASTER: No, my lord.

THE COMMISSIONER: If you have a report from Mount, it should be filed, Mr. Hunter.

20

MR. McMASTER: Perhaps my friend would admit that Gavin G. Mount was the agent of the Custodian.

MR. HUNTER: That is something I wouldn't care to admit, my lord. He may have had a limited agency, but I wouldn't like to say he was the general agent of the Custodian.

MR. McMASTER: Perhaps my friend will admit he was the agent of the Custodian when he took this inventory.

MR. HUNTER: I don't care to make any admissions at this point.

30

T. Iwasaki,
Discussion.

THE COMMISSIONER: It is just as well to have it on the record because that is a matter that should be cleared up when the Custodian comes to put in his case.

MR. HUNTER: Yes, my lord. What is it you want, Mr. McMaster, the inventory?

MR. McMASTER: The inventory, and any report that Gavin G. Mount made. Could I see the J.P. form, Mr. Secretary, please? Now, I draw attention to the J.P. form which is filed as an exhibit. It is marked at the top, "Ganges, B.C." and purports to be witnessed by one Green. No further questions, my lord.

MR. HUNTER: For your Lordship's information, I see here a statement that the K Director of Lands informs us that up to the 3rd of October, 1944, 1,577,429 feet had been logged from the land, and then there is an account of what happened after that. I thought possibly that information might be of some interest to your Lordship.

20 THE COMMISSIONER: Yes. Apparently there was quite an extensive stand of timber there.

MR. McMASTER: Can my friend advise me whether the money was collected for stumpage and paid to the claimant?

MR. HUNTER: I can read this.

MR. McMASTER: Perhaps it is a matter of accounting, my lord. I could check on it afterwards.

MR. HUNTER: It gives the history of the deal if you are interested.

30 THE COMMISSIONER: I do not know that this is a matter with which I am concerned. I take it the timber

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was removed before the land was sold, so the value of timber does not come into the question of the value of the lands sold.

MR. McMASTER: May I see it for a minute, please, Mr. Hunter?

THE COMMISSIONER: Let me know what the situation is with regard to Mount having taken an inventory and when.

MR. HUNTER: That is what I understand I am to file.

10 THE COMMISSIONER: Oh, I thought you set it out.

MR. McMASTER: My lord, I think my friend ought to file this analysis of real and personal property which he prepared and which was to be the notice to me of what the Custodian's position was with regard to this matter because the statement is quite clearly made with regard to these articles. If it is not correct, I am grossly misled.

20 THE COMMISSIONER: In this instance it is a matter of considerable moment as to whether there is any record to show that this chattel property was there. I have indicated in the remarks I have made previously that I have not been at all impressed with this claimant in view of the values he has put on real estate. Now, if there is anything in this chattel claim at all, it is bound to be affected by the view I have taken of the claimant in regard to his real estate, and if the Custodian did make a check on the chattel property, I would like to know it.

30 MR. HUNTER: What Mr. McMaster is referring to, my lord,

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is a statement here in a sort of analysis of the claim for real and personal property. I am not sure that the facts in this are as stated, but for his benefit I am willing to have it read into the record. It says, "The articles listed in the claim are in substantial agreement with the list supplied by the owner and confirmed October 7th, 1942, by Custodian's agents on the spot, Gavin C. Mount. Everything movable appears to have been stolen in innumerable raids on the property from the water." Now, agency is a matter of law in many cases and I am not at all sure that the person in the Custodian's office was on sound ground when he said Mount was an agent.

THE COMMISSIONER: That will be a defense that will be open to you, Mr. Hunter. All I wish to know at the moment is this, was there an inventory taken by anyone subject to the departure of the claimant? and, if so, did the inventory so taken to any degree verify the claim as to chattel property being present. I take it from this document that you read that there was such a check made.

MR. HUNTER: It would appear so. That is the only information I can give you, my lord, I am sorry.

MR. McMASTER: I notice further on looking at this statement it says, "The Salt Springs Lands Limited offered under date of the 28th August, 1944, to purchase this property at a price of \$5,250.00, enclosing cash payment of \$2000.00 and balance to be paid within two years. This was amended by

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a cash offer of \$5,250.00 on the 29th of June, 1945. On the 27th of that month, we notified the Salt Springs Lands Limited that conveyance of the title would be subject to the timber agreements registered, and the Salt Springs Lands Limited advised on the 28th May, 1945, that it was arranged to procure a quit claim of the agreements from the Glen Lake Logging Company Limited. It also stated that it assumed that outstanding amounts owing by the Glen Lake Logging Company would be transferred to the purchaser."

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THE COMMISSIONER: Well that is a matter --

MR. McMASTER: That is a matter we will have to look into, but it would indicate those agreements were still in effect and a quantity of timber still remained on the land.

THE COMMISSIONER: It is highly improbable that any logging operator left any standing timber for \$2.00 stumpage in 1940.

20 MR. McMASTER: My point is this, that from that report, and I will have to look into it, it appears possible that the operation was still going on.

THE COMMISSIONER: That is a possibility.

MR. McMASTER: I would ask if my friend would be good enough to give me a copy of the report with regard to the history of the land; not to file now, but at a later date.

MR. HUNTER: I think we could probably give you that. I would like you to understand that this report is drawn up for my benefit and taken from the

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file. You have the privilege of going through that file and these are not made available to counsel on the other side, simply because the facts in them are supposed to be taken from documents on file and Mr. McMaster has the same privilege of going through it and making it himself.

MR. McMASTER: I have no comment.

THE COMMISSIONER: You are not committed by anything that is said in that report, is that the situation?

10 MR. HUNTER: This obviously is a report based on facts in the file, and if they mistake a fact or something like that, I am not going to consider myself bound by that.

THE COMMISSIONER: I think you are wise to take that position. Mr. McMaster knows what the situation is.

MR. McMASTER: I would like to say this with regard to it, I have appreciated, my lord, the cooperation of the Custodian's office, but sometimes there are statements as, for instance, in this claim report which was delivered to us and in the other report which are not substantiated by the documents in the file produced to us, and it sometimes makes it difficult. I appreciate my friend has a difficult job in producing these files.

THE COMMISSIONER: It probably cuts both ways in many cases. All right, thank you, Mr. Iwasaki.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

30
J. P. Horrabin
"J.P. HORRABIN"
Official Reporter.

Name of Claimant **TSUBAKI, TOSHI**Case **252**

Custodian File

2072 3871

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
115.00	5.75 6.25	3290		162.50 14.00					6750.00 12.00 276.50	
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price			
					550.00	245.00			245.00	
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
				1422.00					800.00	
TOTAL RECOMMENDATION									800.00	



Former Address

→ R.R.#1, Milner, B.C.

Date Evacuated

10/9/42

Naturalized - Canadian-Born - National
(check) ☒

Present Address

Slocan Extension B.C.

Married - Single
(check) ☒

Name of Wife

Name of Husband

Name of Mother

^{nee} KASHIHARA, Shina (dec'd)

Name of Father

ABO, Katsutaro

Names of Children under 16

Our File No.

3272

Registered with Custodian
(yes or no)

Requested By

OB

Additional Information

Farmer

LIABILITY SUMMARY

File No. 3272.

November 9th, 1946.

Re: Mr. Mitsuo ABO
Reg. No. 12818.

The above named Japanese declared on his Form J card signed April 14th, 1942, that he had no personal or trade debts.

We can find no evidence of any claims having been filed against him.

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

E. Robertson
E. Robertson.

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PERSONAL PROPERTY SUMMARY

File No. 3272.

November 9th, 1946.

Re: Mr. Mitsuo ABO - Reg. No. 12818.

SPECIFIED
ARTICLES:

No specified articles to be found on this file.

LIFE
INSURANCE:

No insurance was declared by Mitsuo ABO on our Form J card signed April 14th, 1942. However on Form "D" received from the Prudential Insurance Company, Policy No. 63990825 is in the name of Mitsuo ABO and the Father, Katsutaro ABO, File 3965, being the owner of same. There is a notation on this Form "D" stating that the Father is applying for cash surrender. No mention of this policy is made on the Father's file. No action regarding this policy has been taken by the Custodian.

No other property of any kind whatsoever belonging to the above Japanese person is revealed on this file.

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

E. Robertson
E. Robertson.

ER/JS

THE CUSTODIAN
DEPARTMENT OF THE SECRETARY OF STATE
45A CENTRAL CHAMBERS
OTTAWA, CANADA

C O P D K
Y
THE CUSTODIAN
REGULATIONS RESPECTING
TRADING WITH THE ENEMY (1939)
FORM "D"

Ref. No. Prudential Insurance
From the Prudential Insurance
Company
Date of Discovery.

Particulars of Life Insurance Policies and Annuity Contracts on Life of an Enemy

N.B. Separate forms should be used for each policy
or annuity contract for each "enemy."

Policy No.	63990825	Date of Policy (i.e. due date of first regular premium)	7-27-25
Life Insured	- Name Mitsuo Abo Born 11-7-22 Address Vancouver, B.C.	Plan of Policy	Children's End't.
Owner - if third party insurance	- Name Katsutaro Abo Address 2127 Burrard St., Vancouver, B.C.	Sum Assured or Amount of Annuity	\$253.00
Beneficiaries	- Names None indicated. Addresses Relationship to Life Insured	Premium - Amount 25 cents How Payable Weekly Due Dates Monday of each week	
Record of Current Assignments (other than to company for policy loan) - give names and addresses -		Policy Loans (automatic or otherwise)	None indicated.
		Approximate Cash Value, if any, including dividends, after deducting all policy indebtedness	\$247.17
		Nature of Automatic Non-forfeiture Provision	Extended term Ins.
		Approximate Cancellation Date under Automatic Non-forfeiture	Extended period expires approximately 1945.

Special Notes:

District report indicates that insured is Canadian born. Although the father, who is applying for cash surrender, was born in Japan, he is naturalized.