

3357

**OFFICE OF THE CUSTODIAN
JAPANESE SECTION**

2 copies

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

PERSONAL INFORMATION

NAME: YAMASHITA, Tsuneto
 HOME ADDRESS: 249 E. Georgia St., Vancouver, B. C.
 REGISTRATION NUMBER: 01337 SEX: M AGE: 56
 OCCUPATION: Rooming-house

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

EMPLOYER: Himself

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Teru (nee Hada)

ADDRESS OF WIFE OR HUSBAND: 249 E. Georgia St., Vancouver, B.C.

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: None

AGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: Owns a 45 room house, at 249
E. Georgia St., Vancouver, B.C., he cannot give any other
information. Lot 20 Blk 17 D.L. 196

2. BUILDINGS AND OTHER IMPROVEMENTS: Part of the building is
45 room house only.
~~rest of the building is a 10 room house~~

3. INSURANCE (Give particulars; state where policies are) Pays \$49.00 per year
fire insurance, company and details unknown, Harry Fullerton & Co.,
Ltd., 553 Granville St., Vanc'r., handles same.

4. TAXES (Amount and where payable) \$479.00 payable at the Vancouver City
Hall, Vancouver, B. C.

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

6. OCCUPANCY AND LEASES (If vacant so state) None & Agent, Harry
Fullerton & Co. Ltd., 553 Granville St., Vancouver, B.C.

1942 Jan

Knock

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Whereabouts not known.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Lived at the rooming house,
at 249 E. Georgia St., Vancouver, B. C.
2. LANDLORD'S NAME AND ADDRESS: Himself, 249 E. Georgia St.,
Vancouver, B. C.
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None
4. STATE WHEREABOUTS OF LEASE: None
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: 5 trunks, 3 boxes, left at his house.
1 Radio turned over to the custody of the R.C.M.P., Vancouver,
B. C.
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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

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

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

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: Sun Life Assurance Co. Ltd., Vanc'r., B.C.
for \$5000.00, beneficiary Teru Yamashita, policy at the owner's
Home.

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: _____

LIABILITIES:

1. PERSONAL DEBTS: None ✓

2. TRADE DEBTS: None ✓

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

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 11th day of April 1942.

(Signature)

Teru Yamashita

M. Wright
Witness

FOR DEPARTMENTAL USE

P.D. 1/12/42

INFORMATION FROM R.C.M.P.

DATE 5/6/43

File No. 9357

Full Name YAMASHITA, Tsuneto
(Surname in Block Letters)

Registration No. 01337

☒ Male - Female
(Check)

Age May 15, 1884

Former Address 249 E. Georgia St., City

Evacuated Oct. 16/42

☒ Naturalized - Canadian-Born - National
(Check)

Present Address Tashme, B. C.

137 Hunter St., East Vancouver, Ontario

☒ Single
(Check)

nee
Name of Wife (TOO) Teru #01161

Name of Husband - - -

Name of Mother HATAKEYAMA, Tayo

Name of Father Kurazo (Dec'd)

Number of Children under 16 - - - -

Hosted by Mrs. Burraston

Registered with Custodian Yes
(Yes or No)

Additional Information

Rooming house. Owner of land & House at
249 E. Georgia St., City.

File No. 3357

--- SUMMARY ---

November 25th, 1946

--- REAL ESTATE ---

Reg. No. 01337

Catalogue No: 108

Japanese Name: Tsuneto YAMASHITA,

Civic Address: 249-251 East Georgia Street, Vancouver, B.C.

Legal Description: Lot 20, Block 17, District Lot 196, Plan 184, Vancouver, B.C.

Classification: Rooming house 43 rooms. Brick structure.

Registered in the name of: Tsuneto YAMASHITA

Title: Clear, except for unregistered encroachment of the Building on to Lot 19 adjoining, of which the purchasers were duly advised prior to purchase.

Sold to: Mah Young, Mah Dan and Peter Gee Van for \$11,000.00 Cash as June 10, 1944. Notice given prior to purchase of above mentioned encroachment, also of Lease dated June 20, 1942.

Title delivered to: Purchasers as August 17, 1944, Certificate No. 105607-L. Adjustments completed.

Funds released to account of: Tsuneto YAMASHITA as August 11, 1944.

Chattels: Not involved.

Fire Insurance: on Building transferred to purchasers.

Remarks: These premises were handled by the Agency of Knowles Company Limited. The business and chattels of Central Rooms operating in the Building were sold by YAMASHITA for the sum of \$2800.00 Cash and by Bill of Sale, was transferred to Harry Sing Lee as June 20, 1942. A lease for 3 years was given to Lee by YAMASHITA under the terms of which Knowles & Company Ltd. collected rents and made deposit of same with the Custodian. Other than the particular details of the sale of this property in respect to lease and encroachment, no unusual attention was required by the Administration Department. On being advised of the sale YAMASHITA objected as per his letter October 22, 1944 and again Aug. 7, 1945. We replied to his October 1944 letter in ours of the 1st November 1944.

Assessed Value 1944.
Land - \$2125.00
Improvements- 14500.00

(over)

SUMMARY — REAL ESTATE —

November 25th, 1946

Appraisal - \$8,000.00
Sale Price - 18,000.00

The above Summary is certified to be
in accordance with the information on file,
November 25th, 1946.


B.R. Dusenbury,
Office of the Custodian

Catalogue No. 108

File No. 3357

Japanese Name:

YAMASHITA, Tsuneto Reg. No. 01337

Civic Address:

249-51 East Georgia Street, Vancouver.

Legal Description:

Lot 20, Block 17, District Lot 196,
Group 1, New Westminster District,
Plan 184.

Classification:

Warehouse & rooms.

SOLD

Registered in the name of: Tsuneto YAMASHITA

Sold subject to existing lease (to June 20/45) and encroachment.

SOLD to Mah Young, Mah Dan and Peter Gee Van for \$11,000.00 Cash
as at June 10, 1944.

Title delivered to Registered Owners - Mah Young, Mah Dan and
Peter Gee Van. on August 17, 1944.

1942

Oct. 14th

Letter re chattels CLOSED (Stored)

1943

Mar. 10th

Memo re Claims (Nil)

File No. 3357

-- SUMMARY --

November 25th, 1946

-- PERSONAL PROPERTY --

Re:- Tsuneto YAMASHITA,
Reg. No. 01337

CHATELS: Contents of Central Rooms operating at 249-251 East Georgia Street were sold by YAMASHITA for \$2800.00 Cash to him as per Bill of Sale dated June 20, 1942. Chattels as declared on Page 2 of registration April 11th, 1942, were disposed of as per YAMASHITA's letter October 14th, 1942 received Nov. 16, 1942. Per memo (Spain) 22-1-43 1 package is noted as stored at Bowman Storage Ltd. This was authorized shipped as May 1st, 1945 to YAMASHITA at Tashme, B.C.

No further action is indicated on chattels.

LIFE INSURANCE: -- On Page 3 of registration dated April 11th, 1942 of Tsuneto YAMASHITA is recorded the following:-

"Sun Life Assurance Co. Ltd., Vancr. B.C. for \$5000.00, beneficiary Teru Yamashita, policy at the owner's Home."

As this did not vest with the Custodian no action was taken in this respect.

REFUND: A refund of \$2.00 for credit of Tsuneto YAMASHITA was received from B.C. Electric Railway Co. re Security Deposit for Light. Credit Aug. 1945.

SPECIFIED ARTICLES: A radio was declared by YAMASHITA as in possession of R.C.M.P. This was received by the Custodian as June 20, 1944 and was sold as June 28th, 1944 for a net amount of \$16.46 and same was credited to the account of YAMASHITA. Writing for R.C.M.P. radio receipt.

No Cameras, Vessels or other radio or Firearms are revealed in the registration or the file.

No other Personal Property of Tsuneto YAMASHITA is revealed on the file.

The above Summary is certified to be in accordance with the information on file, November 25th, 1946.

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

*Jan 3/47
Joint acct in names of
Chizuko Inagawa (formerly
Yamashita)
and Tsuneto Yamashita
states her work to be for his benefit
of Tsuneto Yamashita was
sent to the Official Guardian
of Ontario through
R.R. Evans. Barrow
plumpton
A.G.*

File No. 3357

March 10th, 1944

MEMORANDUM

RE CLAIMS.

Re: Tsuneto YAMASHITA, #01337

There are no claims on file against
the above party as at this date.

GDM/GH

File No. 3357

-- SUMMARY --

November 25th, 1946

-- LIABILITIES --

Re: Tsuneto YAMASHITA,
Reg. No. 0337

No Claims against or indebtedness of Tsuneto
YAMASHITA are revealed on the file.

NOTE: Encroachment on Lot 19 adjoining referred to in
Real Estate Summary.

The Above Summary is certified to be
in accordance with the information on file,
November 25th, 1946.

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

MEMORANDUM

September 10, 1943.

TO: FILE No. 3357
FROM: SPECIFIED ARTICLES DEPARTMENT

RE: YAMASHITA Tsuneto, Reg. No. 01337

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
RADIO	Combination gramophone Brunswick Serial No. B016250	\$30.00

3. Sold by auction 28/6/44
Kansai 25.

Receipt
received in letter
March 5/1948
D

HS

NAME YAMASHITA, Tomoto

REGISTRATION NO. 01337

FILE NO. 3357

The following chattels were sold by public
auction at 992 Powell St., Vancouver, B. C. on June 28, 1944.

Brunswick Console Combination

\$ 20.00

Total

(Auctioneer's Fee) \$ 2.00

\$ 20.00

Less Expenses:

(Advertising) 0.39

\$ 3.54

(Moving) 0.15

(Storage) 1.00

Net Proceeds Credited:

\$ 16.46

Members of Custodian Staff Present.

Mr. Wells

Extracted from Auctioneering List No.

Vancouver 25.

Remarks.

3357

File No. _____

Date: April 23, 1942

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

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
APR 29 1942

Attention Mr. C. L. Drewry

NAME: Yamashita, Tsuneto

ADDRESS: 249 E. Georgia Street, Vancouver, B. C.

Reg. No. 01337

Real Estate and Personal Property

1. Location: 249 E. Georgia Street- East end of Georgia Viaduct
poor location.
2. Real Property: 4 storey brick building, 25' frontage, x 120',
main floor is potato warehouse, rooms upstairs.
assessed value \$15,100.00)
3. Personal: (2,125.00) much too high.
4. Insurance: none stated.
5. Liabilities: none stated.
6. Recommendations: owner is operating rooms himself. We advised
him to sell his business, and give us full particulars.

E. T. Summers/H.

The Canada Permanent Trust Company

Per: E. T. Summers

Canada Perm Trust Co.

12 7221

No. *21337*

F. 112

Royal Canadian Mounted Police

\$

Vancouver B.C. 12-7-42
19

Received from *Tsuneto YAMASHITA*

249 E. Georgia St. Vancouver

One radio combination gramophone

Brunswick Serial No. B 016250

Dollars,

Signature

Cat. D. G. Sinclair
Reg. No. 13575

3357

August 6th, 1943

Mr. Green, Esq.,
545 Main St., #3,
Vancouver, B. C.

Dear Sir:

Re: Catalogue No. 100.

We are in receipt of your letter of even date in which you advise that your client, Mr. Tom Yee is prepared to revise his former bid and offers to purchase the above property for the sum of \$8,000.00.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for the full amount of the purchase price, namely \$8,000.00.

Kindly advise the full name, address and occupation in which this property is to be registered and also state whether or not the purchaser is a British subject.

The necessary documents will then be prepared and forwarded to the Secretary of State at Ottawa, and if our recommendation is acted upon, the documents will be signed and returned.

A statement of adjustments of taxes, etc. will then be prepared, including registration fees, and forwarded to you, after which the documents will be submitted for registration.

The tenant will then be advised that the property has been sold, subject to the existing tenancy, and your client will then be in a position to assume control of this property.

Yours truly,

F. G. Shears
Director

FUS/WH

JOHNSON AND REEVE
ESTATE AGENTS
VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES
MEMBERS VANCOUVER REAL ESTATE EXCHANGE

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

16th. August, 1948.

The Custodian's office,
806 Royal Bank Building,
875 West Hastings Street,
Vancouver, B. C.

EXHIBIT No. 1019-2
DATE 7 May 1948
FILED BY J. W. Reeve

File No. 3387

Dear Sir:-

re Catalogue No. 108
249-251 East Georgia Street

At the request of Mr. Durkee we beg to submit our full report on this property.

The dimensions of the land are 25 feet by 120 feet.

The building, which covers the whole site, is a four storey brick structure with a concrete basement.

On the three upper storeys there are 45 rooms with a wash basin in each, 3 bathrooms (1 without a tub) and 5 lavatories with urinals. These are occupied by a Chinese tenant who has a lease for 3 years from 1st. September 1942 and an option for a further 3 years' lease at a rental to be agreed upon, subject to the owner's right to purchase the furniture at a price to be agreed upon, and to resume possession. The tenant purchased the furniture from the owner for \$2800. The tenant pays the water rates and operates the hot water heating plant. This tenancy includes the basement, except for a portion reserved by the owner for storage.

The ground floor, which has a front of wood folding doors, is rented from month to month to a wholesale potato merchant.

The City Assessment of the property is as follows:-

Building	\$14,800.
Land	<u>2,125.</u>
Total -	<u>\$16,925.</u>

The building is about 35 years old and is in fairly good condition except as to the plumbing. As mentioned above one bath tub is missing. The other two are in bad condition, one having no enamel left on the bottom. None of the wash basins have been renewed, and the water pressure is low, which may indicate pipe corrosion. \$500 should be allowed for the necessary repairs and replacements.

The revenue is estimated as follows:-

Rent of rooms \$116.56 per month - per year -	\$1400.
" " Store 40. " " " "	<u>480.</u>
	\$1880.

Taxes -	478.07	
Fire Insurance \$10,000 -	82.	
Maintenance -	250.	
Collections 5% -	<u>84.</u>	
	904.07	say 900.
Carried forward - Surplus -		\$980.

JOHNSON AND REEVE
ESTATE AGENTS
VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES
MEMBERS VANCOUVER REAL ESTATE EXCHANGE

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

Page 2.

The Custodian's Office

16th. August, 1945.

re Catalogue No. 108
240-251 East Georgia Street

Brought forward -	Surplus -	\$880.
Allow for depreciation	\$225.	
" " vacancies	50.	
Net investment revenue -		<u>\$ 705.</u>

The surplus provides less than 6% per year, and the net investment return only a little over 4% per year of the assessed value. A buyer of this class of property usually expects to get 12% yearly of the amount invested before allowing for depreciation and contingencies, such as vacancies, major repairs and replacements which are required from time to time especially in such items as roofing, plumbing, heating and electric wiring. He would usually expect to realize not less than 10% yearly after making allowances.

In a district of this kind the letting of rooms is affected severely during periods of depression. Present conditions are favourable, but the roomers available are usually in the low wage class. Improvement in wages of tenants results in migration to better neighbourhoods. This is a hazard which justifies a high rate of investment return.

In considering the market value we have also to bear in mind not only that the present numerous offerings, by your office, of buildings of a similar class provide more competition than is normal, but that full payment in cash is required.

Mr. Durkee has asked for an explanation of the difference between our appraisal and the value indicated by the City Assessment.

So far as the building is concerned the assessment of \$14,500 is a fair appraisal of the structural or replacement value, less depreciation. Renting conditions may have justified the construction of such a building in this location, when it was erected, but very few people would consider duplicating this building at the present time in a similar district. A similar building would cost no more in much better locations, where better rents could be obtained. In other words there is evidently a considerable loss of value through neighbourhood obsolescence.

In this respect the Assessor's position is a difficult one, because if a very substantial reduction were made in the building valuation, other owners of similar buildings elsewhere would complain of discrimination. Taxpayers are notoriously hard to convince upon such controversial aspects as obsolescence.

The amount of the yearly taxes has a direct bearing upon the earning power. When this building was erected the tax rate was much lower. The tax rate has a good deal to do with the lowering of market values over a period of years and it is extremely difficult to adjust assessments to that condition. It always will be difficult until the system of taxation on rental values is adopted.

We are of the opinion that the present fair market value of this property, on a cash basis, is Eight thousand dollars (\$8000.)

Yours faithfully,
JOHNSON, REEVE & WATSON,
per. *Durkee*

3377

June 10th, 1944

Knobbs Company, Limited,
Leigh Spencer Building,
553 Granville Street,
Vancouver, B.C.

Dear Sirs:

Re: Catalogue No. 108,
249-51 East Georgia Street,
Vancouver, B.C.

This will acknowledge receipt of your letter dated June 9th, 1944, written on behalf of your clients and in which you enclose your certified cheque for \$10,500.00. We have now received \$11,000.00 the full amount of the purchase price for the above property.

We note that you wish this property to be registered in the names of Mah Young, Mah Dan and Peter Gee Van, 27 East Pender Street, Vancouver, British Columbia, Merchants. None of the above Chinese are naturalized Canadians.

As previously advised, conveyance will be prepared and forwarded to Ottawa with our recommendation for acceptance, and if accepted, adjustments will be calculated as of the date of this letter.

Yours very truly,

F.G. Shears,
Director

FCS:lm

3357

October 6th, 1944

Mr. Tsuneto KAWASHITA,
Registration No. 01337,
Tashua, D.C.

Re: Catalogue No. 106
249-51 East Georgia
20/17/196

Dear Sir:

Please be informed that the above property has been sold as of June 10th, 1944, for the sum of \$11,000.00. An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

Rents, less expenses up to the mentioned date, have been credited to your account and adjustments of unearned taxes and any insurance premiums have also been credited to you.

The net result of this sale appears on an attached statement, and the proceeds have been credited to your account. We are also enclosing a general statement of your account up to date which includes the net figure to which reference has already been made.

Yours truly,

George Peters,
Administration Department.

GP/MH
encl. (2)
cc: B. C. Security Commission

3357

Continued

October 22, 1944

The Custodian,

506 Royal Bank Building,

Vancouver, B. C.

File No. 3357

EVACUATION SECTION	
Rec'd	BC 24 1944
File No.	3357
Att.	
Referred	Pitua

over to you

Dear Sir:

You have informed me that my property known as 20/17/196 has been sold. As you are aware, I have never consented to the sale nor ratified it but have at all times and do now object to the sale of my said property.

Since you have sold my property against my wishes I do not feel justified in paying the Agent's Commission as I have never asked anyone to sell the property.

Yours truly,

T. Yamashita

Tsuneto Yamashita
Reg. No. 01337
Tashme, B. C.

AGREEMENT made this 20th day of June, A. D. 1942

BETWEEN:

TSUNETO YAMASHITA, Rooming House
Keeper, of 249 East Georgia Street
in the City of Vancouver, Province
of British Columbia, hereinafter
called the Party of the First Part

AND:

HARRY BING LEE, Cafe Operator, of
207 East Georgia Street in the City
of Vancouver, Province of British
Columbia, hereinafter called the
Party of the Second Part.

WHEREAS the Party of the First Part is the owner
in fee simple of those lands and premises situate in the City
of Vancouver, Province of British Columbia, and described as
Lot Twenty (20), Block Seventeen (17), District Lot One Hundred
Ninety-six (196), Group 1, New Westminster District and is the
absolute owner of the goods, chattels and effects more par-
ticularly described in the Schedule hereto annexed and is the
owner and operator of a rooming house business situate on the
said lands and premises and known as "The Central Rooms",
249 Georgia Street East, Vancouver, B. C. *M. G.*

AND WHEREAS the parties hereto have agreed to a sale
and purchase of the said rooming house business and of the
goods, chattels and effects in the Schedule hereto described.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in con-
sideration of the premises and of the mutual promises, covenants
and agreements hereinafter appearing, the parties hereto agree
as follows:

1. The Party of the First Part agrees that he will sell
and the Party of the Second Part agrees that he will purchase
the aforesaid rooming house business at or for the price or
sum of Twenty-eight Hundred Dollars (\$2800.00) of lawful money
of Canada payable in cash upon or before the execution or
delivery of a Bill of Sale covering the same, such sale and
purchase to be effected on or before the 15th day of July,
1942 subject to the conditions hereinafter appearing.

2. The Party of the First Part covenants that he will upon the completion of the said sale concurrently therewith give and grant unto the Party of the Second Part a lease of the lands and premises hereinbefore described for the term of three years yielding and paying during the said term a monthly rental of One Hundred fifteen Dollars (\$115.00) per month during the first two years of the said term and One Hundred Twenty Dollars (\$120.00) per month during the third year of the said term, such lease to contain and include the usual and proper covenants respecting the lease of lands and shall reserve to the Party of the Second Part the sole and exclusive right and option to re-lease the said lands and premises hereinbefore described for a further term of three years yielding and paying during the said further term a monthly rental to be determined in the same manner as that set forth Paragraph (3) hereof with respect to the option of the Party of the First Part to repurchase, except that the remuneration of the arbitrators shall in this instance be 50% of one month's rent at the monthly rental so fixed.

3. In the event of and upon the completion of the said sale of the said rooming house, the Party of the Second Part doth covenant and agree that he will give unto the Party of the First Part the sole and exclusive right and option to repurchase the said rooming house business and the said goods, chattels and effects or any additions or substitutions thereto at any time after the expiration of the period of three years from the date of the execution of the said Bill of Sale at such price as shall be at the time of such re-sale agreed upon and unless such agreement can be reached, then at such price as shall be determined by three arbitrators, namely, Wallace Hong Lee of 630 Keefer Street in the City of Vancouver, B. C. Seikichi Mizuhara of 243 Powell Street, Vancouver, B. C. and Robert James McMaster of 4168 West 11th Avenue, Vancouver, B. C., or their respective appointees, or failing them by three arbitrators to be appointed under the provisions of the "Arbitration Act", and the price fixed by the majority of the said arbitrators shall be the price of such re-sale and the parties hereto shall be bound thereby; and the remuneration of the arbitrators shall be 5% of the price so fixed.

4. In the event of the exercise of the option hereby granted and of the resale being consummated, it is provided and agreed that the lease hereinbefore stipulated for shall be cancelled and determined and possession of the lands and premises shall be forthwith delivered and surrendered by the Party of the Second Part to the Party of the First Part subject to adjustment in respect of the then current month's rent.

5. For the better securing of the covenants and agreements herein contained and as consideration therefor, the parties hereto do further agree as follows:

(a) The Party of First Part shall deposit with Mr. R. J. McMaster, solicitor, of the City of Vancouver, the certificate of title covering the aforesaid lands and premises and agrees that in the event of his for any reason failing to execute the aforesaid Bill of Sale and lease, or either of them, pursuant to the agreement hereinbefore contained, then he shall execute in favour of the Party of the Second Part a mortgage over the said lands and premises in the principal amount of Three Hundred Dollars (\$300.00) repayable together with interest at 5% thereon one year from the date of the execution thereof, and it is understood and agreed that the giving and taking of such mortgage shall be as ascertained and liquidated damages to the Party of the Second Part for the failure of the Party of the First Part to carry out the terms of this agreement; and in the event of and upon the due completion of the said sale and purchase and the execution of the said Bill of Sale and lease the said R. J. McMaster shall return to the said Party of the First Part the certificate of title deposited with him, and the said R. J. McMaster and the Party of the First Part shall have no further or other claim thereto or to the said lands

and premises except as a tenant under the aforesaid lease.

(b) The Party of the Second Part shall deposit with the said R. J. McMaster a certified cheque made payable to the Party of the First Part in the sum of Three Hundred Dollars (\$300.00) and in the event of the Party of the Second Part failing to complete the aforesaid purchase and sale or of entering into a further agreement herein expressed, then the said R. J. McMaster shall deliver to the Party of the First Part the said cheque to be retained by him as ascertained and liquidated damages for failure to carry out the terms and conditions of this agreement; and in the event of and upon the completion of the said purchase and sale and the execution of the said Bill of Sale and lease the said cheque shall be delivered to the Party of the First Part as part of the consideration for the purchase price hereinbefore provided.

IT IS EXPRESSLY PROVIDED AND AGREED that time shall be considered to be of the essence of this agreement.

The Party of the First Part covenants with the Party of the Second Part that he is the absolute owner of the said lands and premises and the said goods and chattels and of the said rooming house business and that each of them is free and clear of all charges and encumbrances whatsoever.

The Parties hereto do agree that they will do and execute such further acts, deeds and assurances for the carrying out of the agreements herein expressed as in the premises shall be required or as counsel shall or may advise.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

as to both signatures
"Margaret Bay" }
4848 - W. 19th Ave.,
Tanner, B.C.
Secretary

"J. Yamashita"

"H. Sing Lee"

SCHEDULE

9 Single Beds
51 Double Beds
47 Bed Spreads
145 Towels
45 Dressers
75 Chairs
29 Double Blankets
16 Single Blankets
120 Sheets
122 Pillow Cases
76 Pillows
30 Tables
40 Comforters
15 2-plate Gas Ranges and tables
1 Gas Range in kitchen with two plates and oven
33 pairs Curtains
1 Sofa in office.

"m.g."

301

File No. 3377.
Catalogue No. 103.

June 16th, 1944.

MEMORANDUM

To: Mr. E. F. Wright

FROM: Mr. D. J. Cramer

Transit YAMAGUCHI - Reg. No. 0137
City of Vancouver
Lot 20, Bldg. 17, Bldg. 19, Qp. 1,
S. W. Co., Fls. 104.
Certificate of Title No. 15167.

We 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..... RAY YOUNG, RAY DUN and
PETER WILSON VAN.
This Deed has been signed by the three Grantees.
Will you please ask Officer to date the Deed the
16th of June, 1944, so as to coincide with the
date in which it was signed by the Grantees.
4. Copy of letter showing to whom sold and price
paid for the property.
5. Memorandum from the Administration Department
confirming valuation, and approval of Advisory
Committee.

Certificate of Infeasible Title No. 15735-4 is in
the Land Registry Office.

WJG:JB
Encls.

D. J. Cramer

June 16th, 1944

REAL PROPERTY MEMORANDUM

FILE NO: 3357

NAME: Tsuneto YAMASHITA

CATALOGUE NO: 108

RE: 249-251 East Georgia Street, Vancouver, B. C.
Warehouse and rooms

CERTIFICATE OF ENCUMBRANCE:

Description of Property: City of Vancouver, Lot 20, Block 17,
District Lot 196, Group 1, New
Westminster District, Plan 184

Encumbrances: None

Taxes: 1943 taxes of \$478.07 paid. No arrears.

Vested: No. 35167

VALUATION BY APPRAISER: \$8,000.00

AMOUNT OF BID: \$11,000.00

APPROVED BY ADVISORY COMMITTEE: May 17th, 1944

AMOUNT RECEIVED BY CUSTODIAN: \$11,000.00

NAME OF PURCHASERS: Mah Young, Mah Dan, and
Peter Gee Van

K. W. WRIGHT

KWW/JF
Attach

Catalogue No. 108
File No. 3357
249-51 East Georgia Street
20/17/196

Receipt of Certificate of Title No. 105607-L is by us hereby acknowledged and we agree that all adjustments and incidents in connection with the sale to us of property covered by the said certificate have been settled.

Receipt is also acknowledged of The Local Government Guarantee Society Ltd. policy No. 293807 which has been assigned to us, and cheque for \$547.14 representing closing adjustments on sale to us of 249-51 East Georgia Street, Vancouver.

Dated at Vancouver, B. C., this 17th day of August 1944.

Mark Young

Mark Dan

Peter G. Van

3357

August 1, 1942

Mr. R. R. Knowles,
553 Granville Street,
Vancouver, B. C.

Dear Sir:

Re: Tsuneto YAMASHITA

In connection with the property of Tsuneto Yamashita at 249 E. Georgia Street, we have been advised by Yamashita that he has appointed you his agent to collect the rents and supervise repairs of this rooming house, which he has leased to Harry Sing Lee. The Custodian will not object to this arrangement for the present.

Would you be kind enough to inform us of the exact date the rents are due and also full particulars of the fire insurance, which we understand is in your hands, so that we may send you our forms in connection with the rental management of the property.

We understand that the 1942 taxes have been paid.

Yours truly,

F. G. Shears
Assistant Manager

GDM/GH

Enc.

Knowles Company, Limited

Real Estate

Mortgages and Home Builders

Phone Pacific 1656

Milson
REPRESENTING

Netherlands Investment Company

of Canada, Limited

WINNIPEG, MAN.

LEIGH SPENCER BUILDING.

552 GRANVILLE STREET.

Vancouver, B.C.

August 5, 1942

Messrs. The Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
Royal Bank Building,
Hastings & Granville Streets,
Vancouver, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
AUG 6 1942

Dear Sirs:

RE: 3357 Tsuneto Yamashita
249 & 251 E. Georgia Street
Lot 20-17-196

In reply to yours of the 1st instant, we beg to advise that all arrangements covering our rental agency for the above property were made by the owner's solicitors, Messrs. Bird & McLorg, Yorkshire Building, Vancouver, B.C.

For your further information, we beg to advise as follows:

1. Tenancy to Harry Sing Lee, rooming house No. 249 E. Georgia Street under lease (which lease, we understand, has been approved by your office). Rent to be collected by us starting September 1, 1942 at \$116.66 in advance.
2. Month to month tenancy, store No. 251 E. Georgia Street, tenant J.A. MacMarland, Produce Dealer. Rent to be collected by us starting September 1, 1942 at \$40.00 per month in advance.
3. Fire Insurance Policy, Local Government Guarante Society Ltd. Policy #293747, amount \$10,000.00, annual premium \$82.00 paid by Yamashita, is being held in our possession.

We also hold in our possession, a copy of the above mentioned lease to Harry Sing Lee, covering 249 E. Georgia St.

Awaiting your reply together with forms for remittance of rents, etc., we are,

Yours truly,

KNOWLES COMPANY LIMITED

per *RRK/YP*

RRK/YP

3357
Legal Department

912 Royal Bank Building,
Vancouver, B. C.
August 20th, 1943

G. W. McPherson, Esq.,
Executive Assistant,
Office of the Custodian,
Victoria Building,
7 O'Connor Street,
Ottawa, Ontario

Re: Tsuneto YAMASHITA

Dear Mr. McPherson:

The above named Evacuee is the owner of property known as 249-251 East Georgia Street, in the City of Vancouver. The property was one of those listed in the catalogue in Group "A", catalogue No. 108, Tenders for which closed on July 19th, 1943. Valuation placed upon the above property by Mr. Reeve is \$8000.00, and the sale to Tom Yee, for the sum of \$8000.00, was approved by the Advisory Committee on Japanese Properties in Greater Vancouver on July 29th, 1943.

According to the Certificate of Encumbrance received from the Land Registry Office, the property is unencumbered.

Taxes for the year 1943 have been paid in full.

On November 7th, 1942, a Vesting Certificate was filed by the Custodian.

The full amount of the purchase price, namely \$8000.00, has been received by this Office.

We are enclosing herewith Transmission and Conveyance, in duplicate, for signature by the Deputy Custodian. Your usual prompt attention would be appreciated.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/JF
Encl.

File #3357

MEMORANDUM

September 16th, 1943.

TO: MR. G. D. MILSON

FROM: MR. K. W. WRIGHT

Re: Tsuneto Yamashita and
249-251 East Georgia St.

Replying to your memo of the 14th instant, I find a letter was sent to Mr. William Green on 8th September, 1943, as follows:

"We wrote you on August 6th and advised that we were prepared to recommend the acceptance of your offer to purchase the above property for \$8,000.00 and we have received a cheque covering this amount.

We regret that in this particular case our recommendation has not been accepted.

This property is assessed at \$16,925.00 and has again been inspected and we find that we are not in a position at the present time to consider any offer unless it is between \$10,000.00 and \$12,000.00.

It is therefore necessary for us to return the cheque above referred to for \$8,000.00. "

KWW/W


K. W. WRIGHT

File Nos. 13836 & 3357

TO: MR. C. D. WILSON

FROM: MR. K. W. WRIGHT

Re: Mrs. Uta TAGAWA and Mr. Tetsuo YAMASHITA.

Referring to our recent conversation, the Custodian does not advise purchasers as to the rights they may acquire under existing leases when purchasing properties. A prospective purchaser should be given a copy of the lease and advised to confer with his own solicitor before payment of the purchase price.

According to the lease on file, the terms are made applicable to the assignees. (See page 6 of lease dated 15th October, 1942, made between Uta Tagawa and Wang Shin Lan), but in this document I foresee possible litigation - e.g. on page 5 the option provides for a right to purchase all the furniture etc. in and upon the premises. If the purchaser of the property expects to acquire a right to buy \$2000.00 worth of chattels (I note this is the sum which Mrs. Tagawa received) he might find the contents to be worth only \$500.00, and although the arbitrators appointed to determine the amount would affix a fair compensation, the purchaser may suffer a monetary loss due to his inability to secure goods and chattels in the prevailing market. If he found himself in this position, his next step would probably be to return to this office and suggest that we advised him that he was entitled to a completely equipped rooming house.

This is but one angle that causes me to stress the importance of advising third parties to secure independent advice from their own solicitor.

We delete all covenants as to warranty on the part of the Custodian in all documents of transfer and it is the policy of the Department to disclose the facts and then insist upon purchasers accepting assets on an "as is" basis.

KW/W

K. W. WRIGHT

EVACUATION SECTION

Rec'd MAY 27 1944

File No. 3357

Ans.

Referred

26th May, 1944.

MEMORANDUM

TO: MR. G.D. WILSON
FROM: MR. K.W. WRIGHT

Pat. 108

In connection with the property which you are selling on Georgia Street certain clauses should be included in the conveyance and the documents must be signed by the purchaser.

In the habendum clause it would be well to indicate that the property has been sold subject to a lease made by bearing date the day of

The conveyance should also contain a clause along the following lines:

The said Grantee covenants and agrees with the Grantor to observe and perform all things required under each and every charge or encumbrance registered against the said land and hereby accepts the title subject to encroachments, if any.

The Grantee further agrees to indemnify and save harmless the Grantor from and against any and all claims whatever with respect to such encumbrances and encroachments, if any, and from all costs, charges and expenses to which the Grantor may be put by reason of any default heretofor or hereafter made.

The transmission should be concluded as follows:

'but excluding any personal liability under any charge, encumbrance or encroachments, if any.'

K.W. WRIGHT

KWW/DG

File No. 3357

MEMORANDUM

To: Mr. F. G. Shears

May 26th, 1944

From: Mr. G. D. Wilson

Re: Catalogue No. 108,
249-51 E. Georgia St.

✓ We received an offer to purchase this property from Mah Young for \$11,000.00, subject to our giving good title. This was approved by the Advisory Committee. As we had been advised that there was an encroachment on this property, we were not able to give good title. We endeavoured to settle the claim for this encroachment made by F. Drewe Pratt on behalf of the adjoining owner, Wong Wah, and Mr. Pratt advised without prejudice that they would accept \$500.00 in settlement but would not put it in writing.

✓ We have now received the attached offer from Mah Young that he will pay \$11,000.00 cash and assume all responsibility in connection with this encroachment. He has advised us that we may protect ourselves in any way that we see fit, such as including this encroachment in the Deed given by the Secretary of State to Mah Young.

Since the Committee approved of the sale of this property to Mah Young, we have received from Mr. Drewe Pratt the attached offer on behalf of Wong Wah for \$10,500.00 for the property which, if accepted, he will release his claim for the encroachment.

In my opinion from the information in regard to encroachments, the Custodian would be fully protected by having advised the purchaser of the encroachment and incorporating a clause in the Deed covering same.

You will notice by the file that I endeavoured to settle this encroachment last September but Mr. Pratt would not consider a settlement at that time and advised

(Over)

me that when we sold the property we would have to
pay him \$200.00 to \$300.00. He is now demanding
\$500.00.

I can see no reason why the original offer
from Mah Young should not be accepted.

Mr. E. M. McLore, Solicitor of 525 Seymour
Street, PA 9177, has full knowledge of this encroach-
ment as he has acted on behalf of the Japanese owner
in regard to it.

McLore

GDM/GH

We will accept Mah Young's offer
Mah Young can be requested to sign
document in regard to encroachment,
then copies regarding the
same

ROYAL CANADIAN MOUNTED POLICE

Form 244A

EXHIBIT REPORT

No. 321

HEADQUARTERS File No.

SUB-DIV'N and File No. VANCOUVER

DIVISION and File No.

DETACHMENT and File No. C.I.B.

J.R. 01557

DATE June 14th. 1944

Re: TAMATO YAMASHITA - 249 E. Georgia St., Vancouver, B.C.
(Name of File)

On March 12th. 1942 D.E. McLaren, Cst.
(Date) (Member's Name)

Came into possession of the following described goods by

Handed over by owner.

(State Authority from whom seized and place of seizure)

No. OF EXHIBIT	No. OF PACKAGES	CAPACITY OR WTS	DESCRIPTION OF EXHIBITS
	1		Radio - Combination gramophone Brunswick, Serial No. B 016250.

3357
Paid
286-44

REMARKS: Handed over to Custodian of Alien Property.

(State briefly disposition)

DATE

JUN 20 1944

L.S. Miller
(Signature of Custodian)

CERTIFIED CORRECT
F.R. Jefferson
F.R. Jefferson, Reg. No. 10559 Cst.
(Signature of Member)

File →

File No. 3357.
Catalogue No. 108.

August 1st, 1944.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D.A. Cramer

Taneto YAMASHITA - Reg. No. 31337
City of Vancouver
Lot 20, Blk. 17, D.L. 196, Gp. 1,
N.W.D., Plan 184.
Certificate of Vesting No. 35167.

With reference to the above property which was recorded
in the Vancouver Land Registry Office, dated June 30th, 1944, we
enclose herewith the following documents in connection therewith.

1. Copy of application number 105606-L, dated June 30th, 1944, registering the property in the name of the Custodian (Transmission).
2. Copy of application number 105607-L, dated June 30th, 1944, registering the property in the names of Mah Young, Mah Dan, and Peter Gee Van. - Deed.
3. Duplicate of Transmission dated 21st June, 1944.
4. Duplicate of Deed dated 21st June, 1944 - Secretary of State to Mah Young, Mah Dan and Peter Gee Van.
5. Certificate of Indefeasible Title number 105607-L, dated July 25th, 1944, covering the above property in the names of Mah Young, Mah Dan and Peter Gee Van.

D.A. Cramer

DAC:MM
Encls.

3357
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.
September 20th, 1944

Messrs. Locke, Lane, Guild & Sheppard,
Barristers and Solicitors,
470 Granville Street,
Vancouver, B. C.

Attention: Mr. Sheppard

Gentlemen:

We discussed the matter of assignment herein with you this morning and you have the file. Will you be kind enough to include a clause along the following lines:

"Provided that any covenants express or implied on the part of the Assignor are expressly excluded and the Assignor does not guarantee or warrant and has not made any representation whatsoever to the Assignee herein as to the effectiveness or sufficiency of the aforesaid lease agreement".

The document will be executed by Mr. Shears, and therefore you may conclude with the following:

"In Witness Whereof the said Assignor has executed these presents by his duly authorized Deputy, Frank Gould Shears, at the City of Vancouver, in the Province of British Columbia, this day of September, A.D. 1944"

Yours truly,

KWB/JF

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

THIS COPY SHOULD APPEAR ON EVACUEE FILE NO. 3357

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

C. H. LOCKE, B.C.
W. S. LANE C. K. GUILD, K.C. (MAN)
F. A. SHEPPARD, K.C. (BANK) K. L. YULE
J. R. YOUNG S. C. LANE
C. H. LOCKE

703 Rogers Building

ENEMY SECTION	
TELEPHONE, PACIFIC 7137	
Rec'd SEP 26 1944	
File No.	
Ans'd	
Vancouver, B.C.	

September 23rd, 1944.

Office of the Custodian,
Royal Bank Bldg.,
675 West Hastings Street,
VANCOUVER, B.C.

Attention Mr. Wright

Dear Sir:-

Re : Catalogue No. 108, 249-251
East Georgia Street, Yamashita
File No. 3357

The facts are that under an agreement of June 20th, 1942 Yamashita of the one part, and Harry Sing Lee of the other part, Yamashita agreed to sell to Lee a certain business for \$2500.00 and the lease property on which was carried on that business for three years, with an option to renew, which renewal term could be ended by Yamashita exercising an option of repurchasing the business. Pursuant to that Yamashita gave Lee a Bill of Sale which contains no reference to the option, and also gave a lease bearing date July 30th, 1942 to Lee for three years with an option to renew for a further three years "subject to the option to repurchase hereinafter contained" and the lease also contained a provision that the Lessor will have the right of purchasing the furniture, assets, and the business known as "Central Rooms." The words above quoted apparently were intended to mean, when read with the agreement of June 20th, 1942 that the renewal term would be terminated by the exercise of the option to repurchase the business. The Custodian has since sold the property to four Chinese, which agreement is contained in an offer of May 11th, 1944 whereby Knowles Company Limited enclosed a deposit "on account of the purchase of Lot 20, Block 17, D.L. 196, known as 249 and 251 East Georgia Street.....subject to an existing lease and the terms thereof." The purchasers later agreed to assume all obligations arising from encroachment on other property and the party wall dispute that is, encroachment of this property; that offer was accepted in your letter of June 2nd, 1944 to Knowles, wherein you pointed

Office of the Custodian.

out that there is a lease to Lee and subject to it this property is being sold.

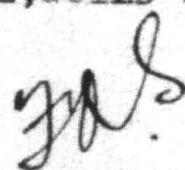
Knowles now asks on behalf of the purchasers an assignment, not only of the lease, but of this option to repurchase the business which was given to Yamashita. There is some difficulty in giving any such assignment in that the option to repurchase the business was not sold, the sale was of the property subject to the lease and the terms. The sale of the property subject to the lease, that is the reversion, would carry with it those covenants referred to in the Spencer case, without any express assignment and if these purchasers only wished those covenants we do not see the need of any such assignment. We can see some difficulty in stating this option to repurchase being any part of the lease and being a covenant which would go with the reversion. It would pass only if it related to the land or something which when brought into existence would become part of the land. The business is not part of the land and never would be. The option to repurchase does have the effect of terminating the lease if that option be exercised during the renewed term and we would, therefore, consider whether the option could be regarded as merely an incident of the lease, or that it could be merely a provision for defining the term or bringing the term to an end. Under any such contention it would have to be argued that the option to repurchase is incidental to the lease and we are afraid that is untenable. It would be more correct to say that the lease is incidental to the business, that the business is the principal thing and the intention is that the one owning the business should have the premises.

We have explained the position to Mr. McLorg, solicitor for Knowles, and we think he agrees with us that the assignment of the option is not within the transaction, but he is also of the opinion that it is not so because of an oversight on the purchasers' part, as this was certainly what they thought they were getting. He has suggested that possibly this assignment might be obtained directly from Yamashita to the purchasers and enquires whether the Custodian has any objection to that assignment being given directly by Yamashita. You might let us have your instructions herein.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :



FAS/EB

3357
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.,
September 27th, 1944

Messrs. Locke, Lane, Guild & Sheppard,
Barristers and Solicitors,
470 Granville Street,
Vancouver, B. C.

Attention: Mr. Sheppard

Re: Tsuneto YAMASHITA and
Catalogue No. 106 - 249-51 E. Georgia St.

Gentlemen:

Thank you for your communication of the 23rd instant.

We note your suggestion that the assignment of option be obtained direct from Yamashita. We see no objection to this, but believe that it would be best to have Mr. Knowles send the necessary document and explain the position of the matter.

You may have noted from the file that under date of July 30, 1942, Yamashita informed this office that he had appointed Mr. Knowles to collect rents and supervise repairs. This arrangement was recognized by the Custodian.

Will you be good enough to send us the Assignment of the Lease for Mr. Shears' signature.

Yours truly,

KW/JV

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

509 Royal Bank Building,
Vancouver, B. C.
November 2nd, 1944

3357
Evacuee Section

Messrs. Locke, Lane, Guild & Sheppard,
Barristers and Solicitors,
470 Granville Street,
Vancouver, B. C.

Attention: Mr. Sheppard

Re: Tsumoto YAMAMOTO and
Catalogue No. 108 - 249-51 B. Georgia St.

Dear Sirs:

Mr. Wilson informs us that Mr. Knowles telephoned yesterday and asked for the Assignment of Lease, as well as return of certain documents forwarded some time ago.

In our letter to you dated the 27th of September, 1944, we asked you to prepare an Assignment of Lease for Mr. Shears' signature. Will you be kind enough to let us have this at your early convenience.

Further suggestions relative to the Lease were contained in our letter of September 20th, 1944, addressed to you.

We enclose the above numbered file and would be obliged if you would return same with the document, and at the same time let us have a Statement of your Account herein.

Your early attention would be appreciated.

Yours truly,

E. E. BRIGHT
COUNSEL TO THE CUSTODIAN

KVV/JF
Encl.

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

G. H. LOCKE, R. C.
W. B. LANE C. K. GUILD, R. C. (MAN)
F. A. SHEPPARD, R. C. (BARR.) K. L. YULE
J. R. YOUNG S. C. LANE
C. E. LOCKE

703 Rogers Building

Vancouver B. C.

November 3rd, 1944.

CABLE ADDRESS: "MAYERS"
TELEPHONE: PACIFIC 7137

Office of the Custodian,
509 Royal Bank Bldg.,
675 West Hastings Street,
VANCOUVER, B.C.

ENEMY SECTION

Rec'd NOV 3 1944

File No.

Ans'd

Re: MR Milson

Attention Mr. Wright

Dear Sir:-

Re : Tsuneto Yamashita and
Catalogue No. 108-249-51 East Georgia
Street, File No. 3357, Evacuee Section

You will remember that in our letter of September 20th we pointed out that no assignment of the lease is necessary in that the conveyance of the property vests in the Purchasers, as Grantees, all those covenants of a lease which under the Spencer case should pass by assignment, therefore no assignment is necessary. We have pointed this out to Mr. McLorg and Mr. Knowles and we think they agree. Mr. Knowles therefore suggests that you return to him his various documents.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :

FAS/EB.
(return Custodian's files)

August 7, 1945

Mr. H. D. Wilson
Office of the Custodian
506 Royal Bank Bldg.
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	AUG 10 1945
File No.	8357
And	
Referred	Slusenbury

Dear Sir,

We have now relocated to Hamilton, Ontario. It was understood at Tashme that we were to receive the proceeds from the sale of my property at 249 East Georgia if not transferred out. Cash. Although I am not satisfied and do object to the sale of my property I feel that I need to have the money here for payments on our insurance policies or for any other unexpected expenses that might arise.

Please note that we have not received any allowances since April. We would appreciate if the balance standing to the credit of my account of \$10,849.91 transferred or sent to my account at Bank of Montreal at Hamilton or at Hamilton Golf and Country Club at Ancaster, Ontario.

Kindly let us know to what procedure you might take in sending the money.

Sincerely,

J. Jomashita

Reg No. 01337

File No. 8357

*252 McRobb, North
Hamilton, Ontario
R. Bond 7/45*

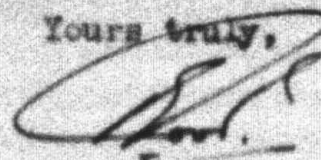
December 7th, 1945

Mr. Tsuneto YAMASHITA,
Registration Number 01337,
Tashme, B. C.

Dear Sir:

We have received from the Bank of Montreal, Main & Hastings Street a sum of money which was held in an account by them in the names of yourself and Mrs. Shimaka YAMASHITA jointly. We have no record of Mrs. Yamashita and in order to complete our records we shall be glad if you will advise us the whereabouts of this woman and also if she is a relative of yours. This money is held by us in Suspense awaiting your reply.

Yours truly,



Mr Good
Comptroller

CH/ABR

Jan 4/46

Dec 12, 1945

Mr. B. K. Dusenbury,
Administration Dept.,
506 Royal Bank Bldg.,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	DEC 17 1945
File No.	3367
Ref.	
Referred	Dusenbury
sent to you	

Dear Sir,

In your last letter you have stated that the balance of the fund with the Custodian will be sent to me as soon as the account and files were checked. I would like to have the money sent to me at your earliest convenience.

We have invested the greater part of my last cheque in the Victory Bonds.

A cheque before Christmas would be very much appreciated.

My new address is 252 McNat St North
Hamilton, Ontario

Sincerely,
T. Yamashita

Tsuneto Yamashita
File No. 3357
Reg No. 00337

Dec 15, 1945

Mr. B. Good.
Comptroller
Office of the Auditor
Royal Bank Building
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	DEC 18 1945
File No.	3357
Ans.	
Referred	Good

see to L. L. L. L.

Dear Sir,

Thank you for your letter. The money at the Bank of Montreal, Main & Hastings Branch has been kept jointly for many years by myself and my wife Mrs. Shizuka Yamashita now Mrs. Shizuka of Tashome. She was the wife of deceased brother. She had one child. It was understood at that time that the money at the Bank will be kept for my niece until she becomes of age.

We have forwarded your letter to Tashome. Please hold the money until you hear from us again.

3357
18643

Yours truly,
J. Yamashita
Tsuneo Yamashita
252 McRobb St N
Hamilton, Ontario

Scots 4/2

January 6, 1946

Mr B. Good,
Comptroller,
Office of the Custodian
506 Royal Bank Bldg,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	JAN 14 1946
File No.	3257
Ans.	
Referred	Dissecting

Dear Sir,

I have received a letter from
Mrs Shizuka Iizawa of Tishme
formerly Mrs S. Yamashita requesting
that the money which was held
in an account jointly with me
at the Bank of Montreal, Main & Hastings
Street be sent to me.

I would like the money to be
sent to Bank of Montreal, Hamilton
Branch, Cor of Main and James Street
I have the Pass Book here and will
send it if this request is granted
You will hear from Mrs. Iizawa
directly

Yours truly

14-1-46
S

14-1-46
Izawa
3257

Please give this matter your immediate
attention.

Yours truly,

J. Yamashita

Jennils Yamashita
252 McRae St. North
Hamilton, Ontario
Reg No 01937
File No. 9357

3357/4575

January 17th, 1946.

Mrs. Shizuka IRIKAWA,
Reg. No. 06994,
608-Sixth Avenue,
Vancouver, B.C.

Dear Madam:-

We are in receipt of your letter of the 14th instant giving authority to pay Tsuneto YAMASHITA the money formerly in a joint account with him at the Royal Bank of Canada, Main & Hastings Branch. These funds amounting to \$1666.40 are now to your joint credit on our books here.

In respect to these funds we have a letter from Mr. YAMASHITA dated December 15th, 1945 from which we quote as follows:-

"She was the wife of my deceased brother. She had one child. It was understood at that time that the money at the Bank will be kept for my niece until she becomes of age".

It would appear from this that these funds were being held for your daughter, pending her coming of age. If this is the case then we cannot forward the funds to Mr. YAMASHITA as you request.

We shall require to know your daughter's full name, age, registration number, present whereabouts, and any other details that would identify her, before any decision is made as to the disposition of these funds.

We shall be obliged for an early reply.

Yours truly,

B.R. Dusenbury,
Administration Department.

HRD/DD.
cc. to Mr. Tsuneto YAMASHITA.

Joint A/c

R. R. EVANS, K. C.
BARRISTER, SOLICITOR, ETC.

1108 PIGOTT BLDG.
TELEPHONE 7-2844

HAMILTON, ONTARIO

February 1st 1946.

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

EVACUATION	SECTION
REC'D	FEB 7 1946
FILE NO.	3357-4575
APPROVED	<i>[Signature]</i>
REFERRED	<i>[Signature]</i>

4575-Matheson

Dear Sirs:- - re Tsuneto Yamashita and Mrs.
Shizuka Irizawa (Yamashita) -
Your file 3357/4575

Your letters of December 7th 1945 and of the 17th ultimo directed to Mr. Yamashita have been handed to me by his daughter Nobuko Yamashita presently residing with her said father at 252 McNab Street North, Hamilton, Ontario.

The story as I got it from Miss Yamashita is as follows:- Her father's brother Isamu Yamashita died in British Columbia in the year 1931 intestate while resident in Vancouver, B.C. He left him surviving only his widow Shizuka and one child a daughter Tamako born in British Columbia in the year 1930. After the death of Isamu Yamashita his widow Shizuka Yamashita deposited money belonging to her with the Bank of Montreal, Main & Hastings Street, Vancouver, in the joint names of herself and her brother-in-law Tsuneto Yamashita and it has remained there ever since. Subsequently Shizuka Yamashita married one Irizawa and there have been four children of that marriage.

The terms under which the moneys were put to the credit of the joint account do not seem to be clear, namely as to whether the entire amount was to be held in trust for the infant daughter or as to whether it was to be held in trust for the mother and daughter jointly or in some percentage as to each.

The widow is presently living in Tashme, B.C., and her daughter Tamako is living with her but desires to come to Hamilton to live with her Uncle, Tsuneto Yamashita. This explains why the mother wishes the money to be paid over to Tsuneto Yamashita and I enclose herewith a direction from her to that effect.

From what I can gather Tsuneto Yamashita and Mrs. Irizawa do not now lay any claim to these funds and wish them to be treated as the funds of the above mentioned daughter Tamako and it is for the purpose of having the funds so ear-

Joint 1/2

R. R. EVANS, K. C.

Department of the
Secretary of State

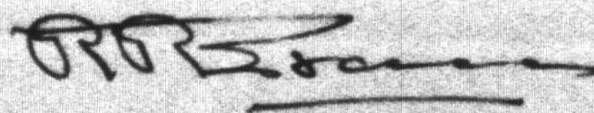
- 2 -

February 1st 1946

marked that these people have been in correspondence with you. Incidentally I might add that Tsuneto Yamashita is a naturalized British Subject and did not apply for repatriation. I cannot say as to whether Mrs. Irizawa has so applied or what her intentions may be.

Perhaps you would be good enough to advise me as to what steps should be taken to carry out the intent of Tsuneto Yamashita and Mrs. Irizawa with respect to these funds and the ear-marking of the same for the daughter Tamako and what disposition if any may be made of the same.

Yours very truly,



RRE-L-

Enc.

File 3351
May 27, 1946.

MEMORANDUM - TO MR. WRIGHT.

The facts of the case are much as presented by Mr. Evans, namely, Tamako Yamashita's father died in 1931 leaving a fund in the sum of \$1660.40 for the benefit of his daughter Tamako who was born in 1930. This money was deposited in the Bank of Montreal, Vancouver, by his widow to the credit of herself and her husband's brother Tsuneto Yamashita. This fund remained untouched from that date until transferred to the Custodian through an advertisement of the Bank of Montreal relative to dormant accounts. Before allocating the money to the Japanese accounts Mr. Good wrote to Tsuneto Yamashita who replied indicating that the Bank account constituted the estate of Tamako Yamashita to be held until she becomes of age. He also stated that Tamako's mother had married again now being Mrs. Sawaichi Irasawa residing in Tashme, B.C.

Mr. Sheppard has been consulted as to the Custodian's responsibility in this connection and he advises that either the money be remitted by way of a cheque drawn jointly to Tsuneto Yamashita and Tamako Yamashita or to the uncle upon submission of guardianship papers.

Mr. Evans is being written to along these lines by concurrent mail and being advised that the removal of Tamako to Hamilton Ontario is under the control of the Department of Labour who are interested in the placement of Evacuees in Eastern Canada.

While it is unfortunate that Mr. Evans' letters have not received attention, the account of Tsuneto Yamashita indicates that he has had a personal estate of over \$14,000.00 of which the major portion has been received by him since August of 1944. The girl's mother, who has a present credit balance of over \$200.00, is on the last revised list of Japanese persons leaving for Japan.

AGM:AS

A. G. McArthur.

16/11/46
A

RECEIVED ALL
CORRESPONDENCE
TO THE
CUSTODIAN'S OFFICE
PLEASE REFER
TO
FILE NO.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

Rec'd MAY 27 1946
File No. 5257/4575
Att. 2715/46
H. R. O'Connor

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

May 25, 1946.

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

Dear Mr. Shears:

Re: Tsuneto Yamashita and Mrs.
Shizuka Iriawa (Yamashita)

Confirming the writer's conversation with you this morning, I enclose herewith copy of a communication received from Mr. R. R. Evans, K.C., of Hamilton.

This was handed to me by Dr. Coleman yesterday afternoon and I promised to submit a complete report as soon as possible.

As these funds were deposited in the bank in the names of the avocates why were they remitted to your office? You might deal with this when you forward your letter.

Yours very truly,



E. W. Wright
Counsel to the Custodian

KWW/FC.

16/11/46

R. R. EVANS, K. C.,

Barrister, Solicitor, Etc.

1109 Pigott Bldg.,

HAMILTON, Ontario.

May 22nd 1946.

Department of the Secretary of State,
Ottawa, Ont.

Dear Sirs:-

- re Tsuneto Yamashita and Mrs.
Shizuka Irizawa (Yamashita) -

Some time ago I was consulted on behalf of Tsuneto Yamashita with respect to certain funds held by the Department of the Secretary of State Office of the Custodian, Japanese Evacuation Section, 506 Royal Bank Building, Vancouver, B.C., and which funds were received by the Custodian from the Bank of Montreal, Main & Hastings Streets, Vancouver, where they had been held in the names of Tsuneto Yamashita and Mrs. Shizuka Yamashita.

It would seem that Tsuneto Yamashita's brother Isamu Yamashita died in British Columbia in 1931 intestate while a resident there. He left him surviving his widow Shizuka and one child, a daughter Tamako born in British Columbia in the year 1930. After the death of Isamu Yamashita his widow Shizuka deposited money belonging to her in the Bank of Montreal in the joint names of herself and her brother-in-law Tsuneto Yamashita and which remained there until paid over to the Office of the Custodian above mentioned.

Subsequently Shizuka Yamashita married one Irizawa and there have been four children of that marriage.

The stated terms under which the moneys were put to the credit of the joint account do not seem to be clear as to whether the entire amount was to be held in trust for the infant daughter Tamako or as to whether it was to be held in trust for the mother and daughter jointly or in some percentage as to each.

The Mother is presently living in Tashme, B.C. and her daughter Tamako is living with her but desires to come to Hamilton to live with her uncle Tsuneto Yamashita now residing there. The mother wishes to pay the money over to Tsuneto to hold on behalf of the daughter Tamako in order to enable him to take care of the daughter and provide her with

a home in Hamilton.

I gather that neither Tsuneto or the mother lay any claim to these funds and wish them to be treated as the funds of the above mentioned daughter Tamako.

In view of my instructions I wrote to the Office of the Custodian, Vancouver, B.C. on February 1st 1946, received no reply and wrote again on March 21st and still having received no reply I wrote again on May 9th. There has been no answer to this letter.

May I ask that I be apprised as to the Department's attitude with respect to

- 1- The payment over of the money to Tsuneto Yamasita or the manner in which this money is to be handled and used.
- 2- Granting the requested permission for Tamako to come to Hamilton to live with her uncle Tsuneto.

Trusting that you will see that this matter is given your prompt attention, I remain

Yours very sincerely,

(Sgd) "R. R. EVANS"

RRE-L-

16/11/46

3357, 4575

May 27, 1946.

R.R. Evans, Esq., K.C.,
Barrister, Solicitor Etc.,
1109 Pigott Building,
Hamilton, Ontario.

Dear Sir:

Re: The Estate of Tanako YAMASHITA, and
Tsunoto YAMASHITA, and
Mrs. Sawaichi IRIKAWA (Yamashita)
Our Files 3357, and 4575.

We have to acknowledge your letters regarding
the above Japanese persons and express regrets for delay in
making reply. 1666-40

Regarding the ownership of the fund of \$1660.40
which was reported from the Bank of Montreal as being a dormant
account, it was transferred to this office and upon investigation
we believe that it was intended for the use of Tanako Yamashita
alone. This is supported by a letter from Tsunoto Yamashita in
which he states that "it was understood at the time that the money
at the Bank will be kept for my niece until she becomes of age."
We have also on file a request from Mrs. Irikawa that the full
amount of the joint account be sent to Tsunoto Yamashita in
Hamilton.

With reference to the disposition of the money,
we would like to inquire whether it is proposed that Tsunoto Yamashita
be appointed guardian of this infant in which case the Custodian
would remit the money to him accordingly, or whether it would be
in order to draw a cheque in favour of the uncle and infant jointly
so that the interests of the infant might be protected in some other
manner. The Custodian will be pleased to facilitate the release of
this money for this girl's benefit as recommended by you.

With reference to the removal of this girl to
Hamilton Ontario, we would suggest that you contact the Department
of Labour, Japanese Division, 360 Homer Street, Vancouver, in this
connection, as placement of Japanese persons in Eastern Canada is
under the control of that Department.

(over)

16/11/46

ADMINIS

V. G. Schwartz,
Administration Department.

Yours truly,

The name of Mrs. Iizawa appears on the first list of
Japanese returning to Japan, but it does not appear on the last
received list received in this office from the Department of Labour.
The list, as far as we are aware, still at Tokyo, D.C.

506 Royal Bank Building,
Vancouver, B.C.

27th May, 1946.

3357/4575

E.W. Wright, Esq.,
Counsel to the Custodian,
Office of the Custodian,
Victoria Building,
Ottawa, Ont.

Dear Mr. Wright:

Re: The Estate of Tamako YAMASHITA, and
Tsuneto YAMASHITA, and Mrs. Sawaichi
IRIZATA (Yamashita).

I have your letter of the 25th instant referring to your telephone conversation of Saturday last and enclosing a copy of Mr. R.R. Evans' letter of May 22nd.

In reviewing this file I find that the facts are much as presented by Mr. Evans. The father, Isamu Yamashita died in 1931 leaving a fund of \$1,660.- which his widow deposited in the Bank of Montreal to the credit of herself and her husband's brother, Tsuneto Yamashita.

You ask the reason why these funds deposited in the Bank in the names of evacuees were remitted to our office. This was as a result of an advertisement of the Bank of Montreal relative to dormant accounts and a number of accounts untouched for five years or more in the name of Japanese were transferred to this office.

Some difficulty was experienced in identifying Mrs. Shimuka Irizawa, due to her having changed her name by re-marriage.

Before allocating this money to the Japanese accounts in our ledger, our Mr. Good wrote to Tsuneto Yamashita and it was at this time that his reply indicated that this fund was for the benefit of Tamako Yamashita, the minor daughter of his brother, to be held until she became of age. He also informed us that Tamako's Mother had married again, now being Mrs. Sawaichi Irizawa residing at Tashme.

Upon receipt of Mr. Evans' communication our Mr. Dusenbury requisitioned a cheque for payment to Tsuneto Yamashita and a covering letter was actually written at that time. It was held up, however, due to further consideration being given to the question of our responsibility for making a disbursement to Tsuneto in view of the evident Trust on behalf of the minor child.

3377/4375

2.

L.E. Wright, Esq.

Mr. Sheard has been consulted as to the Custodian's responsibility in this connection and he advises that the money should either be remitted by way of cheque drawn jointly to Tsuneto Yamashita and Tamako, or to the uncle, Tsuneto, alone upon submission of guardianship papers.

A letter to Mr. Evans is being written by Mrs. McArthur along these lines by concurrent mail and advice is also being given to Mr. Evans in regard to the removal of Tamako to Hamilton.

I regret that acknowledgment of Mr. Evans' correspondence was not made while investigations were being carried on by this office and a copy of today's letter to Mr. Evans is enclosed herein.

While it is unfortunate that Mr. Evans' letter did not receive attention, the account of Tsuneto Yamashita indicates that he has a personal estate of over \$14,000.- of which the major portion has been received by him since August 1944, so that doubtless the needs of the minor child have been cared for in the meantime.

Yours very truly,

F. G. Shears,
Director.

FGE/FMH
encl.

16/11/46

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

RECEIVED
IN THE
DEPARTMENT OF THE SECRETARY OF STATE
OTTAWA
MAY 31 1946

1-167

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

May 30th, 1946.

F. G. Shears, Esq.,
Director,
Office of the Custodian,
806 Royal Bank Building,
Vancouver, B.C.

Dear Mr. Shears:

Re: The Estate of Tamako YAMASHITA,
and Tsuneto YAMASHITA, and Mrs.
Sawaichi IRIZAWA (Yamashita).

I have for acknowledgment your letter
of the 27th instant and wish to state that we are writing
to Mr. Evans in connection with this matter.

Yours very truly,



K. W. Wright,
Counsel to the Custodian.

KWW/MEM

16/11/46

R. R. EVANS, K. C.
BARRISTER, SOLICITOR, ETC.

HAMILTON, ONTARIO

October 29, 1946

1109 PIGOTT BLDG.

TELEPHONE 7-2044

EVACUATION SECTION

Rec'd NOV 4 1946

File No. 3357-4575

Ans.

Referred *Mattithun*

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

Attention Mrs A.G. McArthur

Dear Mrs. McArthur,

under
- re The Estate of Tamako Yamashita
and Tsuneto Yamashita -
Your files 3357 and 4575

I acknowledge receipt of your letter of the 27th May 1946 and I beg to report that I am applying on behalf of Tsuneto Yamashita so that he may become the guardian of the person of Tamako Yamashita.

Under the laws of the Province of Ontario we are in hot water with regard to the \$1660.00. The only easy way out is if the Custodian, having knowledge of the facts, concludes that the \$1660.40 is the property of Tsuneto Yamashita and Mrs. Irizawa subject to a trust in favour of the infant. Even if this is the case, the matter will be difficult enough but I think I could prevail upon the Judge of the Surrogate Court of the County of Wentworth to pay this money out to Tsuneto Yamashita if you, in turn, pay the same into Court prior to the certification of the guardianship. If, however, this money is the property of the estate of Isamu Yamashita, letters of administration would have to be taken out to get the money out of his name. Did Isamu Yamashita die and leave this money to his wife or directly to the little girl? What were the circumstances of the bequest, if any, or was there absolutely no disposition of the funds whatsoever, Mrs. Irizawa simply taking the money in the natural course of events? At any rate it is going to be extremely difficult to get this money into the hands of Tsuneto Yamashita and I would respectfully request you for the most detailed report that you can provide with regard to these funds.

All the aforementioned is based on the assumption that I will apply in the County of Wentworth on behalf of Tsuneto Yamashita to entitle him to become guardian of both the person and estate of Tamako Yamashita rather than just her person alone. Unless I apply along these grounds it would not be possible for you to pay the money over to Tsuneto Yamashita if there is a trust in favour of the little girl. In the alternative, I could

28
Continued....

October 29, 1946

merely apply to have Tsuneto Yamashita appointed guardian of the person only of Tamako Yamashita. In this case the money would be retained in the bank until the little girl attains the age of twenty-one, at which time it would be paid over to her subject to a proper accounting by Tsuneto Yamashita of legitimate expenses incurred on behalf of the girl.

I am desirous of obtaining this money for Tsuneto Yamashita if possible, but upon the facts before me I am inclined to believe that the proper course to pursue would be the latter of the two alternatives suggested above, namely apply only for guardianship of the person of Tamako Yamashita.

These people are becoming restless because of the amount of time which has elapsed in completing this transaction and I would appreciate it if you could give the affair your most immediate attention.

I remain,

Yours very truly,

R. R. EVANS

Per

Ramsey Evans

RAE/R

16/10/46

337/4575

3rd December, 1946.

F.A. Sheppard, Esq.,
Messrs. Locke, Lane, Guild & Sheppard,
713 Rogers Building,
Vancouver, B.C.

Dear Sirs

Re: Tsuneto Yamashita and Mrs. Shizuka Irizawa (Yamashita)

We have received a letter from Mr. R.R. Evans, K.C., of Hamilton, dated October 29th.

As Mr. Evans appears to be asking for advice in regard to matters which are of a legal nature, will you kindly reply on our behalf direct to Mr. Evans.

I am attaching correspondence from our file which will supply the facts as we are aware of them and the manner in which the fund of \$1,660.- came into our hands.

In my letter to Mr. Wright of the 27th May you will note that I make reference to advice which you gave us at that time in regard to the payment out of these funds.

The heading in Mr. Evans' letter and other correspondence "Estate of Tanako Yamashita" is somewhat misleading. The deceased's name was Isami and the daughter's name Tanako. For easy reference when reading Mr. Evans' letter the persons concerned are:

Isami, the deceased (1931)
Shizuka, the wife (remarried, now Mrs. Irizawa)
Tanako, the minor daughter
Tsuneto, brother of deceased and uncle of the minor

Kindly let me have a copy of your reply to Mr. Evans and return our correspondence.

Yours truly,

F. G. Shears,
Director.

FGS/PMH

R. R. EVANS K.C.
BARRISTER

HAMILTON, ONT.

Telephone 7-2644
2-8408

1109 Pigott Bldg

December 10, 1946

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

Attention Mrs. A.G. McArthur

Dear Mrs. McArthur:- - re Tamako Yamashita &
Tsuneto Yamashita
Your Files 3357 & 4575

On October 29 I wrote to you with regard to this matter and I have not yet had a reply. At the inception of this matter I wrote to your Department on several occasions and was not fortunate enough to receive replies. It was necessary for me to go directly to the Secretary of State in Ottawa to obtain a reply from you. I do not wish to be forced to do this again but I earnestly request a reply to my letter of October 29 aforesaid. I am now arranging with the Official Guardian for the Province of Ontario to take charge of these monies on behalf of the infant and I am wondering if it would be possible to send me a certified cheque for the amount of all monies in your custody to the credit of the infant, Tamako Yamashita, which cheque should be made payable to the Official Guardian.

I remain,

Yours very truly,

R. R. EVANS

per

Ramsey A. Evans.

RAE/T

EVACUATION SEC	
Rec'd	DEC 16 1946
File No.	3357/4575
Ans.	
Referred	<i>McArthur</i>

*See ans in
Box 17/46
Not answered
until Oct 29.*

4575, 3357

December 17, 1946.

R. R. Evans, Esq., K.C.,
Barrister,
1109 Pigot Building,
Hamilton, Ontario.

Dear Sir:

Re: Tamako YAMASHITA and Tsuneto YAMASHITA
Our files 4575 & 3357.

Your letter of December 10 has been received today.

Our review of the correspondence herein indicates that we wrote you on May 17, in part as follows:

"With reference to the disposition of the money, we would like to inquire whether it is proposed that Tsuneto YAMASHITA be appointed guardian of this infant in which case the Custodian would remit the money to him accordingly, or whether it would be in order to draw a cheque in favour of the uncle and infant jointly so that the interests of the infant might be protected in some other manner. The Custodian will be pleased to facilitate the release of this money for the girl's benefit as recommended by you."

Your reply to this letter, dated October 29, appeared to ask for advice of a legal nature and was, accordingly, turned over to our Director, Mr. Shears, who, in turn, handed the correspondence to our solicitors, Messrs. Locke, Lane, Guild and Sheppard, for the personal attention of Mr. F. A. Sheppard, who was requested to reply direct to you.

We are advised by Mr. Sheppard that pressure of business has prevented him writing to you sooner, but we gather from your letter of the 10th instant that you have now decided on a course of action and we are, therefore, pleased to forward a cheque drawn in favour of the Official Guardian for the Province of Ontario as recommended by you.

The funds in our care amount to \$1,666.40, the amount of the cheque enclosed.

Would you please acknowledge receipt of this cheque.

Yours truly,

AGM/AD

A. G. McArthur,
Director of the Custodian

R. R. EVANS K.C.

BARRISTER

CHAMBERLAIN & CO. LTD.

HAMILTON, ONT.

Telephone 7-2644

2-8406

1109 Pigott Bldg

December 23, 1946

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

EVACUATION SECTION	
DEC 30 1946	
File No.	4576 / 3357
Ans.	
Referred	<i>Mr. Arthur</i>
4576 - 3357	

Dear Sirs:- - re Tamako Yamashita & Tsuneto Yamashita
your files 4575 and 3357

I acknowledge receipt of a cheque payable to
the Official Guardian for the Province of Ontario in the
sum of \$1,666.40 for the benefit of Tamako Yamashita.
Thanking you for your cooperation, I remain,

Yours very truly,

R. R. EVANS

per

R. R. Evans

RAE/T

March 24, 1948

File No.
3357

ANALYSIS OF
CLAIM

REAL PROPERTY
SECTION

Tsuneto YAMASHITA,
Reg. No. 01337

REAL PROPERTY:

249-251 East Georgia Street,
known as
Lot 20/17/196/184,
Vancouver, B.C.

Catalogue #108

Tsuneto YAMASHITA makes claim for
(Gross)

19000.00

Sales Price (Gross)

11000.00

Appraisal -

Johnson, Reeve & Watson - \$8000.00

Tenders -

- (a) W. Green 4,750.00
- (b) " " 6,000.00
- (c) " " 8,000.00
- (d) Wong Wah 10,500.00 plus
release of claim re
encroachment.
- (e) Mah Young
Mah Dan and
Peter Gee Van, 11000.00

Acceptance of tender (e) -

11000.00

Assessed Value, 1944

Land - 2125.00
Improvements- 14500.00

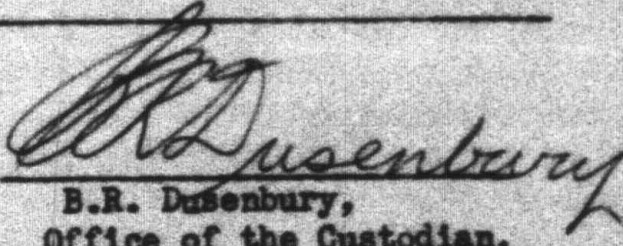
RECAP:

Gross amount claimed

19000.00

" " of sale

11000.00


B.R. Dusenbury,
Office of the Custodian.

Catalogue 108 DEC - 2 1947

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

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

3357

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

- (1) NAME YAMASHITA TSUNETO (RCMP) Reg. No. 01337
(Print) Surname Given Name
- (2) Pre-Evacuation Address 249 East Georgia Street, Vancouver, B. C.
- (3) Present Address 209 John Street, North, Hamilton, Ontario
- (4) REAL ESTATE
- (a) Street Address (if any) 249-51 East Georgia St., Vancouver, B. C.
City or Municipality, Province
- (b) Legal description (lot number, block number, section number, etc.)
Lot Twenty(20), Block seventeen(17), Subdivision of District
Lot One Hundred Ninety-six(196), Group One(1), District of
New Westminster, according to a Map or Plan filed in the
Land Registry Office at Vancouver, Province of British
Columbia, and numbered 184
- (c) Type of Real Property (cross out words which do not apply):
(i) ~~Farm~~
(ii) ~~Residence~~ Type of business Rooming-House
(iii) ~~Business~~
(iv) Any other type of property (describe)
- (d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) Sole owner
- (e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - \$
(ii) Buildings - - - - - \$
(iii) If business, put value on business as going concern
(including land and buildings, tenancies, chattels,
fixtures, stock-in-trade, goodwill and accounts re-
ceivable) - - - - - \$
(iv) Total value (if you cannot give separate values for lands and buildings just
fill in total value) - - - - - \$ 17000
(v) Amount at which Custodian sold property and credited your account - - - \$ 11000
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 6000

(5) PERSONAL PROPERTY

- (a) Place or places at which property was left by the claimant at date of evacuation
B. C. Purchasers Co-operative Association 573 E. Hastings St. Van. B. C.
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
Warehouse
- (c) How stored or packed at time of evacuation
In trunks and boxes

(over)

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

Norris & Maglennan 602 W. Hastings St., Vancouver, B. C.

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

1.	Estimated Value \$
2.	Estimated Value \$
3.	Estimated Value \$
4.	Estimated Value \$
5.	Estimated Value \$
6.	Estimated Value \$
7.	Estimated Value \$
8.	Estimated Value \$
9.	Estimated Value \$
10.	Estimated Value \$
TOTAL CLAIM FOR PROPERTY LOSS \$ 276.80	

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

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

(6) (a) Place at which claimant prefers to be heard.
(Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)
(b) Do you require the services of an interpreter at the hearing? Yes or no *Yes*

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

DOMINION OF CANADA
of

TO WIT:

I, *T. J. J. J.*
of *the city of*

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the *city of*

in the *county of*
this *27* day of *November*

A.D. 1947.

T. J. J. J.

A Commissioner &c.

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

CASE NO. 1013

IN THE MATTER OF THE "INQUIRIES ACT"

PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE

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

Toronto, Ontario,

May 7, 1946.

IN THE MATTER OF THE CLAIM OF

TSUNETO YAMASHITA

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
Dominion Government.

R.A. BEST, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

MRS. D.J. HANDFORD,

Official Interpreter.

A.G. VEITCH, Esq., C.S.B.

Official Reporter.

2
T. Yamashita
In Chief.

1
2
3 TSUNETO YAMASHITA, the Claimant herein,
4 being first duly sworn, testified
5 through the Interpreter as follows:

6
7 DIRECT EXAMINATION BY MR. BEST:

8 Q. Mr. Yamashita, is that your signature?

9 A. Yes.

10 Q. And was that form prepared on your instructions?

11 A. Yes.

12 (PARTICULARS OF REAL ESTATE OTHER THAN FARM
13 MARKED EXHIBIT NO. 1)

14 Q. Now I understand that your claim is for a
15 large building at 249-251 East Georgia Street.

16 Is that correct? A. Yes.

17 Q. Yes. And I understand that you operated that
18 building as a hotel, or a rooming house prior
19 to evacuation? A. Yes.

20 Q. Now, Mr. Yamashita, according to your claim you
21 purchased the building in 1930 but apparently
22 you had operated it prior to that time. Is
23 that correct?

24 A. I bought it in 1930. Prior to that I was
25 renting it.

26 Q. And this \$170 per month, which is shown on your
27 claim as the rent prior to 1930, apply to the
28 rooming house only?

29 THE COMMISSIONER: It says so, without the store:

30 "Rented the property without the store."

MR. BEST: I see, my lord.

Now, I do not know whether you are particularly
interested as to whether that \$75 rent for the
store was at the same time or not. I take it
that it was.

1 THE COMMISSIONER: You might put that question. I
2 conclude he is showing a total rent of \$245 a
3 month. Will you put the question to him?

4 MR. BEST: Yes.

5 Q. Mr. Yamashita, before you bought the building
6 did you pay \$245 a month for the entire building,
7 including the store?

8 A. Yes. The total was \$245 a month, including
9 the store.

10 Q. I see. Did you do any other major repairs or
11 improvements to these premises other than the
12 new furnace which you have shown on your claim,
13 which was installed in 1938?

14 A. Apart from the expense of the furnace there
15 were no major repairs, except for painting and
16 decorating, which cost me \$250.

17 Q. When did you do that painting?

18 A. In 1933.

19 MR. BEST: I do not know whether my friend wishes to
20 place the Johnston and Reeve valuation in as
21 an exhibit. If so I have one or two questions
22 I wish to direct to it.

23 THE COMMISSIONER: Very well.

24 MR. HUNTER: I tender the appraisal of Johnson and
25 Reeve, dated August 16, 1943, as Exhibit No. 2.

26 (APPRAISAL, JOHNSON AND REEVE, AUGUST 16,
27 1943, MARKED AS EXHIBIT NO. 2)

28 MR. BEST: Q. According to the appraisal made by
29 the firm of Johnson and Reeve in August, 1943,
30 the taxes for your property are shown as \$478.07.
Do you remember the last tax bill which you paid,

1 which I guess would be for the year 1941 or
2 for the year 1942? Do you remember the amount
3 of those taxes?

4 A. No. There were no other taxes.

5 Q. But, is that the correct amount of the taxes,
6 \$478.07? A. Yes.

7 Q. What was the amount of the fire insurance
8 premium you paid on those premises? Do you
9 remember that? A. \$1,100.

10 MR. BEST: I think he has misunderstood the question.

11 THE COMMISSIONER: Well, how am I concerned with it?

12 MR. BEST: Only in this way, that it would seem
13 to be out of line with this valuation.

14 THE WITNESS: I am sorry. There is a slight error
15 there. \$10,100.

16 MR. BEST: That was the amount of the fire insurance
17 you carried?

18 A. \$11,000; I am sorry.

19 Q. You lived in those premises, yourself?

20 A. Myself and one son and I.

21 Q. So that you collected all the room rents
22 yourself? A. Yes.

23 Q. Did you ever find it necessary to hire anyone
24 to collect them?

25 A. Either my son or I collected them.

26 Q. There is a statement in the valuation "In a
27 district of this kind the letting of rooms is
28 affected severely during periods of depression."

29 THE COMMISSIONER: Now, are you going to get much
30 information from him on a matter of that kind?

1 MR. BEST: My intention was to ask him what his
2 experience was during the 1930's.

3 THE COMMISSIONER: Then, put the question in that
4 way, will you?

5 MR. BEST: Yes, my lord.

6 Q. During the 1930's was your rooming house fairly
7 full or half full, or was the large part of it
8 empty?

9 A. It was fairly well filled all the time, during
10 the 1930's.

11 THE COMMISSIONER: What last did he take on his
12 monthly rents during the period of which you
13 speak?

14 MR. BEST: I guess before we could answer that
15 question we perhaps have to establish what they
16 were.

17 THE COMMISSIONER: I do not think you are going to
18 get very much help from him but I do not wish
19 to stop you.

20 MR. BEST: All right, my lord. I do not wish to
21 drag the matter on. I was concerned.

22 THE COMMISSIONER: You go ahead. If you think you
23 can get information which is valuable from him,
24 proceed.

25 MR. BEST: Q. How many rooms were vacant or what
26 was your loss when they were vacant during the
27 1930's?

28 A. During 1930 and 1931 the
29 business was fairly good but from then on until
30 1931 it was not quite so good.

Q. You cannot answer in terms of dollars?

1 A. I must have lost about \$3,000 during that time.

2 THE COMMISSIONER: During which time?

3 Q. Do you mean from 1931 to 1935 you lost about
4 \$3,000?

5 A. From 1931 to 1932 the business was good but ---

6 Q. Between 1932 and 1936 you lost about \$3,000?

7 A. Yes.

8 THE COMMISSIONER: That rather serves to confirm
9 the valuator's estimate.

10 MR. BEST: In this case there has been no personal
11 chattels form completed, in view of the fact
12 that there is a complete list with valuations
13 attached to the claim form which jibes exactly
14 with the details in the claim and the valuations
15 shown on the analysis of personal property ---

16 THE COMMISSIONER: Before you leave the real property,
17 let me ask this question:

18 Q. Where is 249 East Georgia? Is that east of
19 Main Street, between Main and Gore? Where is
20 Gore Avenue?

21 A. Half a block from Gore.

22 Q. East or west? A. East.

23 Q. Half a block east of Gore? A. Yes.

24 THE COMMISSIONER: I know where it is.

25 MR. BEST: If Mr. Hunter would like to put in the
26 analysis of the personal property claim as an
27 exhibit I will direct two or three questions to it.

28 MR. HUNTER: Very Well; I tender it as Exhibit No. 2.

29 (ANALYSIS, PERSONAL PROPERTY, MARKED EXHIBIT NO. 2)

30 MR. BEST: Q. You have claimed a list of chattels,

1 mostly small things, a good deal of drygoods,
2 Japanese dresses, etc., to which you have
3 attached a valuation of \$276.80. Where did
4 you leave that property after you were evacuated?

5 A. They were left with the B.C. Purchasing Company.

6 Q. What was their address? Does your daughter
7 know more about that than you do, about those
8 chattels?

A. Yes.

9 THE COMMISSIONER: Suppose you call the young lady.

10 MR. BEST: Yes.

11 That is all I wish to ask this witness, my lord.

12
13 THE COMMISSIONER: Mr. Hunter?

14 MR. HUNTER: I have no questions to ask this witness,
15 my lord.

16 THE COMMISSIONER: Will you declare your defence?

17 MR. HUNTER: It is submitted the real property was
18 sold for its fair market value.

19 It is submitted that the personal property
20 was left under the custody, control and manage-
21 ment of some person other than the Custodian
22 appointed by the owner and that none of this
23 personal property ever came under the custody,
24 control or management of the Custodian and
25 accordingly is not within the terms of reference.

26 THE COMMISSIONER: All right, thank you, Mr. Yamashita.
27 We will hear from your daughter now.

28 THE WITNESS: Thank you.

29 MR. BEST: The daughter tells us they have decided
30 to withdraw this claim with respect to chattels.

1 THE COMMISSIONER: Very well.

2
3 NOBUKO YAMASHITA, sworn,
4 DIRECT EXAMINATION BY MR. BEST:

5 Q. You are a daughter of the previous witness?

6 A. Yes.

7 Q. And I understand, if I am correct in my under-
8 standing, that you say your father has decided
9 to withdraw his chattels claim entirely?

10 A. Yes.

11 Q. You are not making any claim for anything
12 other than the building?

13 A. Yes; that is true.

14 Q. The building only? A. Yes.

15 MR. BEST: That is all, thank you very much.

16 THE COMMISSIONER: Are you prepared to act on those
17 instructions or do you want instructions
18 directly from the father?

19 THE WITNESS: It was decided at the office.

20 MR. BEST: Q. Your father unfortunately spoke to
21 Mr. Brewin and not myself so I had no personal
22 knowledge of this until now.

23 A. Yes.

24 Q. And your father instructed Mr. Brewin to with-
25 draw this personal chattels claim?

26 A. Yes. That is true.

27 MR. BEST: I am satisfied with that.

28 THE COMMISSIONER: Very well.

29 Thank you very much, Miss Yamashita.
30

1 MR. HUNTER: The real estate was advertised in
2 Catalogue No. 108 and upon advertising the
3 following tenders came in, one dated July 15,
4 1943, from Mr. W. Green, for \$6,000. This
5 tender was rejected; one from W. Green - who,
6 of course, was an agent - dated July 19, 1943,
7 for \$4,750. This was rejected. One from W.
8 Green, dated August 6, 1943, for \$8,000. This
9 was accepted. However, later, the Ottawa office
10 refused to ratify this sale in view of the
11 fact that the \$8,000 was so far below the
12 assessed value. Accordingly a letter was
13 written from Mr. Drew Pat, solicitor for Wong
14 Wah, who had made the offer of \$8,000, increasing
15 the offer to \$10,500. First he wrote increasing
16 it to \$10,000 and then he wrote increasing it
17 to \$10,500 and we received another offer on
18 behalf of a syndicate consisting of Mah Yung,
19 Mah Dan and Peter G. Van, who were apparently
20 buying it for some kind of club or a tong, or
21 some such thing, for \$10,500, the same as the
22 other amount, and they increased their offer
23 to \$11,000, which was accepted, the terms
24 being in cash.

25 There is a large amount of correspondence
26 in respect of this matter but I do not think
27 it is of any particular value except to show
28 that rather prolonged negotiations went on in
29 connection with the sale of the property.

30 THE COMMISSIONER: I think it might be helpful if

1 that correspondence were to be filed. You do
2 not need to read it.

3 MR. BEST: I would prefer it to be filed. This
4 seems to be one case where it is almost a
5 straight issue as to valuation.

6 THE COMMISSIONER: Yes.

7 MR. HUNTER: Mr. Shears told me, although I under-
8 stood it was refused at Ottawa, that, while
9 the offer went forward to Ottawa, in the
10 meantime the Advisory Committee refused to
11 ratify it and that it was due to the action
12 of the Advisory Committee that the pro tem
13 acceptance was withdrawn.

14 I can file all that correspondence as
15 Exhibit No. 4.

16 THE COMMISSIONER: Well now, there is no purpose
17 in the analysis being filed, in view of the
18 withdrawal of the chattel claim - or, is there?

19 MR. HUNTER: None at all, really, my lord.

20 In that case this will be Exhibit No. 3,
21 referring to the correspondence to which I
22 have just referred.

23 THE COMMISSIONER: Yes. We do not require the
24 analysis to remain on file in view of the
25 withdrawal of the chattel claim.

26 (CORRESPONDENCE RELATING TO SALE OF PROPERTY,
27 MARKED EXHIBIT NO. 3)

28 MR. HUNTER: This building had rooms and quarters
29 upstairs, and so forth upstairs, and there were
30 various types of quarters upstairs. Below
there was a wholesale potato merchant. I have

1 a photograph here which I presume can be
2 identified by the witness, Miss Yamashita.

3 Q. Can you identify that as the building concerned?

4 A. Yes; that is it.

5 MR. HUNTER: Which shows a large sign called
6 "Potato House". That refers merely to the
7 ground floor, which was used by this potato
8 merchant.

9 THE COMMISSIONER: Exhibit No. 4.

10 (PHOTOGRAPH, MARKED EXHIBIT NO. 4)

11 MR. HUNTER: The actual closing date for the sale
12 was June 10, 1944.

13 The appraiser shows the assessed value,
14 so that there is no need for that.

15 THE COMMISSIONER: Yes.

16 MR. HUNTER: There is nothing further, my lord.

17 THE COMMISSIONER: Miss Yamashita, am I right in
18 assuming that this property lies between Gore
19 Avenue and the first street east of Gore?

20 THE WITNESS: It is between Main and Gore about half
21 a block.

22 Q. I remember it now. A. Thank you.

23 THE COMMISSIONER: That is all, thank you.

24 MR. BEST: I do not know that it is relevant at this
25 particular time but I think that I would rather
26 not let it go without mention: one or two
27 items in the valuation are obviously erroneous.
28 I presume there will be an opportunity in
29 Vancouver to direct our attention to that
30 matter.

1 THE COMMISSIONER: Yes. The valuator will be
2 called to testify before me in Vancouver and
3 an opportunity will be given to cross-examine
4 him.

5 MR. BEST: Yes. I understand. I just did not wish
6 this opportunity ^{to} go by without at least men-
7 tioning it because I think in this case the
8 valuator has made a few mistakes.

9 THE COMMISSIONER: You can mention it now, or then,
10 whichever you choose.

11 MR. BEST: I do not wish to repeat. If we are going
12 to have an opportunity of discussing it in
13 Vancouver, my lord, there is no use of taking
14 up the time of the Commission now.

15 THE COMMISSIONER: Very well.

16 (FURTHER PROCEEDINGS ADJOURNED SINE DIE)

17
18 I hereby certify the foregoing to be a true and
19 accurate transcript of the proceedings herein.

20 *A.G. Veitch*
21 "A.G. VEITCH"
22 Official Reporter.
23
24
25
26
27
28
29
30

DEFENCE BRIEF

Tsuneto YAMASHITA

File No. 3357

Case No. 1019

TORONTO
7 May 1948

REAL PROPERTY CLAIM

(All claims shown are Gross)

Claim
\$19,000.

Appraised at
\$8,000.

Sale Price
\$11,000.

Witness: Appraisers - Johnson Reeve.

This property was operated as a rooming house and a store.

Appraisers (Johnson Reeve) report - Building about 35 years old in fairly good condition except as to the plumbing. \$300. should be allowed for necessary repairs, etc.

4 Tenders were received for this property the highest, \$11,000., being accepted.

Question of valuation only.

PERSONAL PROPERTY CLAIM

Chattels claim withdrawn.

(See Transcript Pages 7 & 8).

EMP/mw

REAL PROPERTY										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
11,000.	550.00 12.50								562.50	
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	
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	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION										562.50

November 8th, 1950.

Mr. Tsuneto YAMASHITA,
209 John Street N.,
Hamilton, Ontario.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1019

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 ... \$562.50.

Cheque in your favour is enclosed for \$529.96
and we have paid the Co-Operative Committee .. \$ 32.54
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FCS/js
1 encl.