

3871

STEVESTON BRANCH
OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

EXHIBIT No. 710 - 6

NAME: NAKAGAMA, Ryutaro.

DATE: Sept 23/48

HOME ADDRESS: 81 Moncton St., P.O. Box 216, Steveston, B.C.

FILED BY: G.E.A. Rice

REGISTRATION NUMBER: 04342

SEX: Male

AGE: 37

OCCUPATION: Fish Buyer

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

EMPLOYER: Self.

MARRIED? Yes.

NAME OF WIFE OR HUSBAND: Nobuko

ADDRESS OF WIFE OR HUSBAND: Same Address.

NAMES OF ANY LIVING CHILDREN: Ritsuko (F).

ADDRESS OF CHILDREN: Same Address.

AGE OF CHILDREN: 3.

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

1. LOCATION AND DESCRIPTION: Property (1) Municipality of Richmond, Lot (17) BLOCK THREE (3) of Section (10) Block (3) North Range (7) West Map (249) in the District of New Westminster. Certificate No. 72235E. Fol. No. 146629E. *2500.00*
Property (2) - Municipality of Richmond, Lot (16) BLOCK THREE (3) of Section (10) Block (3) North Range (7) West Map (249) SAVE AND EXCEPT the East (15) feet thereof in the District of New Westminster. Certificate No. 47093E. Fol. No. 146630E. *1200.00*

2. BUILDINGS AND OTHER IMPROVEMENTS: Property (1) 5-room bungalow wooden frame, Property No. (2). - 3-room bungalow wooden frame with a garage.

3. INSURANCE (Give particulars; state where policies are) \$2,000.00 Fire Insurance with the North West Fire Insurance Co., Vancouver, Branch, Policy No. 205775 in owner's possession. \$1,000.00 Fire Insurance with the Cornhill Insurance Co., Ltd., Vancouver Branch, Policy No. 88246, in owner's possession.

4. TAXES (Amount and where payable) Have only just purchased the above property and therefore has had no tax to pay yet.

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

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by owner.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In owner's possession

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: none

2. LANDLORD'S NAME AND ADDRESS: none

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:

Frigidare Equipment, Universal Cooler, Toledo Scale, Dayton Scale, Dayton Scale, Cleveland
Clemens Winger, Dayton Slicer, International Slicer, Cheese Cutter, Cheese Cutter, 1,
Taylor Safe, 1, Desk, 1, Counter, 2, Snow Case, 1, Better Packages, 2, clocks,
2 bicycles, stored at 83 Manston St., P.O. Box 216, Steveston, 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)

(1) \$50.00 Victory Bond No. unknown, in owner's possession.

(1) \$20.00 War Saving Certificate, in owner's possession.

8. BANK ACCOUNTS: \$200.00 in a current account deposited in the Royal Bank in Steveston, B.C. /Beneficiary Wife.

9. LIFE INSURANCE: \$2,000.00 Life Insurance Policy No. 2,139,283 carried by the Sun Life Assurance Co., Vancouver Branch, policy in owner's possession. \$1,000.00 Endowment Policy No. 559081 carried by the Confederation Life Association for the declarant's child, policy in Owner's possession. Beneficiary Father.

10. INTEREST IN ANY ESTATES OR TRUSTS: none

11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: none

2. TRADE DEBTS: none

REMARKS: The keys of the declarant's home will be handed to the Custodian.

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 15th day of April 1942

"A.G. McArthur"

Witness

(Signature) "R. Nakagawa"

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

Date: November 17, 1948.

Esther Suban
S.Y.

INFORMATION FROM R.O.M.P.

DATE May 28, 1943

Our File No. 3871

Full Name NAKAGAMA, Ryutaro
(Surname in Block Letters)

Registration No. 04342

☒ Male - Female
(Check)

Age Dec. 4, 1904

Former Address P. O. Box 216, Steveston, B. C.

Date Evacuated May 24, 1942

☒ Naturalized - Canadian-Born - National
(Check)

Present Address

Lethbridge, Alta. 27/11/47
c/o George Barron, Picture Butte, Alberta.

☒ Married - Single
(Check)

Name of Wife Nobuko #04341

Name of Husband -

Name of Mother -

Name of Father -

Names of Children under 16 Ritsuko (F) Jan. 12, 1939

Requested by E.C.T.

Registered with Custodian
(Yes or No)

Additional Information Fish Buyer. Owner of automobile - Chevrolet Truck

EXHIBIT No.
July 13th, 1946.

Sept 23/48

DATE

FILED BY

G.E.A. Rice

REAL PROPERTY SUMMARY

JAPANESE NAME: Ryutaro NAKAGAMA, Registration No. 04342, File No. 3871

CATALOGUE NO: 824

PROPERTY ADDRESS: 81 - 83 Moncton Street, Steveston, B. C.

LEGAL DESCRIPTION: Lots 16 & 17, Block 3 of Section 10, Blk. 3 North, Range 7 West, Map 249 SAVE AND EXCEPT E. 15' thereof, Municipality of Richmond, District of New Westminster.

CLASSIFICATION: Dwelling at 81 Moncton destroyed by fire. Store, at 83 Moncton Street.

ASSESSED VALUE:

Lot 16	Land	Improvements	Taxes (annual)
	\$300.00	\$1520.00	\$24.62
Lot 17	\$450.00	\$ 760.00	\$19.56

TITLE: Registered in the name of Ryutaro NAKAGAMA.

ENCUMBRANCES: None registered and no indication of any unregistered.

Lot 16 — Vesting Order #25534 Date — March 8, 1943.
Lot 17 — Vesting Order #25535 Date — March 8, 1943

**HISTORY OF
ADMINISTRATION:**

The file reveals NAKAGAMA, before evacuation, entered into a Lease Agreement with Wong Sam of Steveston for the duration of the war with Japan, terms being \$15.00 per month, water extra. In August 1942, Wong Sam without permission sub-let this property to one Pete Rolston, and in a letter from Mr. Robinson on December 11, 1942, he informs this office Mr. Rolston purchased the business and equipment from Wong Sam.

On January 15, 1943 a memorandum appears on file which informs the Custodian that a fire had occurred and the dwelling on lot 16, otherwise known as 81 Moncton St. was a total loss and the store premises situated on lot 17 were partially damaged. On January 18, 1943, the tenant, Mr. Rolston moved into the living quarters at the rear of the store and a reduction in rent was made at that time to \$10.00 a month.

The adjustment of the fire loss was made as follows: Policy #88246 covering the house was adjusted in full settlement in the amount of \$924.00, per agent's letter of March 15, 1943. From this amount, of course, was deductible the cost of \$50.00 for demolishing the old house which is shown in the statement submitted by Stirling & Company, contractors, on April 16th, 1943. This amount was credited to NAKAGAMA'S account.

July 13th, 1946.

HISTORY OF

ADMINISTRATION:
(continued)

On policy #205775 covering the store, a cheque in the amount of \$842.25 was received in full settlement per agent's letter of March 4, 1943. This amount was also credited to NAKAGAMA's account.

The store building was put in condition by the contractors, Stirling & Company, but under the Municipality By-law, it was necessary to do extra work, such as building a chimney to the ground and installing a new septic tank, etc. Cost of replacement was \$932.00 which was authorized by the Custodian.

Tenancy on this property remained in Rolston's name until he purchased this property on July 22, 1944.

SOLD:

Sold for the amount of \$1495.00, adjustments as of July 22/44. Funds released to NAKAGAMA on November 2, 1944. Title No. 177305-E in purchasers name was left in the Land Registry Office on the demand of the purchaser. A complete statement of this transaction was forwarded to NAKAGAMA on November 5th, 1944.

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

"Geo. Peters"

George Peters
Administration Department.

GP/1c

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

Date: November 17, 1948

Ernest Dubois
Am

MEMORANDUM

To: File 3871

March 28, 1944.

From: Specified Articles Department

Re: NAKAGAMA, Ryutaro - Reg. 04342

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
TRUCK	1941 Fargo Express No. T116 License No. (42) C 395	\$850.00

Sold to: Land's Dept.

Selling Price: \$850.00

No Transfer papers on Car File.

Parker

ROYAL CANADIAN MOUNTED POLICE

Form 345A

EXHIBIT REPORT

No. 274

HEADQUARTERS File No.

SUB-DIV'N and File No.

DIVISION and File No.

DETACHMENT and File No.

J.R. No. 01342

DATE May 27th. 1944.

Re: Ryutaro HAMAGUCHI - A.S. Box 216 Stevenson, B. C.

On May 1st. 1944. D. W. Halgren - Capt.

Came into possession of the following described goods by

Handed over by Roy Semple - S.W.I.

NO. OF EXHIBIT	NO. OF PACKAGES	CAPACITY OR SIZE	DESCRIPTION OF EXHIBITS
	1		Radio - Philco Chassis 3650A, Code 121 Serial No. B.53265. 3871

REMARKS:

Handed over to the Custodian of Alien Property

(State briefly disposition)

DATE

May 27th. 1944

for Custodian (Agent or Witness)

CERTIFIED CORRECT

F. R. Jefferson Capt. 10553 Date

REG. NO.		NAME				FILE NO.	
04342		NAKAGAMA Ryutaro				3871	
COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY	
			MONTH	DAY	YEAR		
Cornhill Insurance Company, Ltd.	<i>(Trans. attached)</i> 88246	\$1,000.	Dec.	1	44	Lots 16 & 17, B.3, Sec. 10, B.3, N.E. 7th., North side Moncton St. Steveston, B.C.	
North West Fire Insurance Co.	<i>By Transfer of 1/2 from Dennis K. Nakagawa 1/13/44</i> 205775	\$1,294.70	Dec.	1	1944	Lots 16 & 17, B.3, Sec. 10, N.E. 7th. side of Moncton St. Steveston, B.C.	

July 15th, 1946.

The original policy was placed by NAKAGAMA and renewed by the Custodian with policy #205775. This was transferred to the new purchaser on November 11th, 1944.

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

George Peters
George Peters
Administration Department

GP/1c

July 24th, 1946.

PERSONAL PROPERTY SUMMARY

Re: Ryutaro NAKAGAMA
Registration No. 04342

Chattels:

See Chattel Summary.

Specified
Articles:

Although he did not declare any truck, the file reveals, "the truck belonging to the above Evacuee has been sold to the British Columbia Government" and the net amount of \$827.60 was credited to NAKAGAMA's account on December 28th, 1942.

Although not declared, the file also reveals one Philco radio was turned over to the R.C.M.P. on March 11, 1942. It was signed for by the Custodian on May 27, 1944 and auctioned on August 9th, 1944.

Insurance:

Sun Life Assurance Co. policy #2,139,283 in the amount of \$2,000.00, beneficiary wife; in owner's possession. Confederation Life Association, Endowment policy #559,081 in the amount of \$1,000.00, beneficiary father; in owner's possession. No action required by Custodian.

Bank Accounts:

\$200.00 in current account at Royal Bank of Canada, Steveston.
\$50.00 Victory Bond, number unknown, in owner's possession.
\$20.00 War Savings Certificate, in owner's possession.
As the above did not come under the control of the Custodian, no action was taken.

No property interests other than those mentioned above are found on the file.

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



• George Peters
Administration Department

July 25th, 1946.

CHATEL SCHMIDT

Re: Ryutaro NAKAGAMA

Registration No. 04342

JAPANESE DECLARATION APRIL 15, 1942

Frigidaire equipment
 Universal cooler
 2 Toledo scales
 1 Dayton scale
 2 Cleveland cleancut mincer
 1 Dayton slicer
 1 International slicer
 1 Cheese cutter
 1 Taylor safe
 1 Desk
 2 Counters
 1 Show case
 Better packages
 2 Clocks
 2 Bicycles
 Stored at 83 Moncton Street, Post
 Office Box 216, Steveston, B.C.

CUSTODIAN'S AGENT, J.D. MATHER,
INVENTORY OF MAY 13, 1942

1 Fish counter
 Sundry shoe van
 3 Meat blocks
 Sundry butcher tools
 5 Kraft paper stands
 1 Universal cooler
 2 Toledo scales
 1 Dayton scale
 2 Cleveland cleancut mincers
 1 Bicycle
 1 Dayton slicer
 1 International slicer
 1 Cheese cutter
 1 Taylor safe
 1 Desk
 3 Counters
 1 Showcase
 1 Tape machine

"I am informed that his personal
 effects will be declared by his
 wife, Nobuko NAKAGAMA, prior to
 evacuation."

"The frigidaire is not included in
 the above inventory, as it is built
 in and is part of the building, but
 under a Lease Arrangement, the tenant
 would be allowed to use the same."

BILL OF SALE BETWEEN NAKAGAMA AND
HONG SAM, MAY 21, 1942

1 Universal cooler
 1 Toledo scale
 1 " "
 1 Dayton scale
 1 Cleveland clean cut mincer
 1 Coles clean cut mincer
 1 Dayton slicer
 1 International slicer
 1 Cheese cutter
 1 Taylor safe
 1 Desk
 2 Counters
 1 Fish counter
 1 Showcase
 1 Better packages
 1 Clock

GOODS MISSING IN BILL OF SALE, BUT
DECLARED BY NAKAGAMA APRIL 15, 1942

1 Clock
 2 Bicycles

GOODS MISSING IN BILL OF SALE, BUT
INVENTORIED BY CUSTODIAN'S AGENT.

1 Counter
 Sundry shelves } *Fixtures*
 3 Meat blocks
 Sundry butcher tools
 5 Kraft paper stands

ON LIST OF GOODS REMOVED TO #3 WARE-
 HOUSE MARCH 27, 1944 FROM HOME OF
 SOGANA (file #9863) C.O. ROBINSON HAS
 MARKED "NAKAGAMA" AGAINST FOLLOWING
 ITEMS

3 Trunks
 2 Cartons music
 1 Carton kitchenware
 1 Carton glassware

July 25th, 1946.

RECEIVED LETTER FROM NAKAGAWA
JUNE 7, 1944, STATING HE HAD
FOLLOWING GOODS AT 80 MONCTON
STREET - BRUNN.

1 New carpet 12 x 16	
1 Chesterfield sofa	
1 Box about 2x4 containing dinner set	
1 box " 2x4 containing pots & pans	
1 Mattress 4x6	
1 Coil bed spring 4x6	
1 Wooden bed	} In one set
1 Dresser with 3 drawers	
1 Chiffonier with 5 drawers	
2 Benches	

RECEIVED LETTER FROM SOGARA
JUNE 16, 1944 STATING FOLLOWING
GOODS STORED AT 80 MONCTON ST.
BELONG TO NAKAGAWA

Only 1 Bench belongs to chiffonier
Chesterfield sofa is a convertible
lounge.

There are 2 Lamp Stands

1 Single bed & spring) per letter of
1 - 1/2 bed and spring) June 9, 1944.

GOODS SOLD AT AUCTION AUGUST 9/44,
AND FEBRUARY 16, 1945

Philco Mantle Electric

2 Vases

2 Plates

Vase

Hand painted plate

Hand painted plate

Hand painted plate

Hand painted plate

Hand painted plate

Hand painted plate

Trays

Metal vase

The above schedule is in accordance with the
information on file.

George Peters

George Peters
Administration Department

July 24th, 1946.

CHATELAIN

Re: Ryutaro NAKAGAMA

Registration No. 04342

Evacuated May 24, 1942

In his declaration of April 15, 1942, NAKAGAMA declares certain chattels left in the protected area (see schedule).

The Custodian's agent, Mr. Mather, submitted an inventory on May 13, 1944 (see schedule), and at that time he reports that NAKAGAMA was negotiating with one Wong San, a Chinaman, for the sale of his goods and equipment per inventory. This equipment was situated at 83 Moncton Street, being a store. The file reveals a Bill of Sale completed between NAKAGAMA and Wong San in which NAKAGAMA sold this equipment (see schedule) with a provision in the agreement whereby he had full right to repurchase from Wong San in the amount of \$400.00, on the return of NAKAGAMA to the town of Steveston on the termination of the war with Japan. Further, on July 11, 1942, Mr. Mather reports "at the time of evacuation of NAKAGAMA he had no stock on hand."

NAKAGAMA declared no chattels situated in his house at 81 Moncton Street but that these would be declared by his wife, Nobuko NAKAGAMA. On January 15, 1943, a memo appears on file which informs the Custodian, that a fire had occurred on these premises completely destroying the house at 81 Moncton Street, at the same time, partially damaging the store at 83 Moncton Street. Insurance on the fixtures was recovered by the Custodian in the amount of \$105.50, this being credited to NAKAGAMA's account. On the removal of goods from 80 Moncton Street, the home of Mrs. Sogawa, file #9863, it was found that some goods were packed in the name of NAKAGAMA. This was later acknowledged by Mrs. Sogawa and goods found in NAKAGAMA's name were auctioned and credited to his account on February 16, 1945, with the exception of two cartons of music and one carton of kitchenware which were missing. These may have been sold under the name of Mrs. Sogawa and it would be impossible to distinguish these items.

The equipment declared by the Japanese (see schedule) is taken care of by the Bill of Sale with Wong San, with the exception of one clock and two bicycles which were never found by the Custodian. We must assume these were disposed of before he left the protected area. The one counter and sundry shelves must be assumed as being fixtures of the building, and the 3 meat blocks, sundry butcher tools, and 5 Kraft paper stands, which were inventoried by our agent are missing and the file reveals nothing further concerning these three items. We are, therefore, assuming they have been dealt with by NAKAGAMA or were a portion of the adjustments in the fire loss.

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

George Peters
George Peters
Administration Department

GP/1c
Copy for file #9863

MEMORANDUM

July 2nd, 1943.

To: File 3871

From: Specified Articles Department

Re: NAKAGAMA, Ryutaro - Reg. 04342

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
RADIO	Philco Chassis 3650 A. Code 121, Serial # B-53265.	\$ 20.00

*S. sold by auction 9/8/44
Kansas 29.*

EB

No.

P. 112

Royal Canadian Mounted Police

\$

Vancouver B.C. 11-3-1944

Received from Roy Tsumahiro OTANE on behalf of
Ryutaro NAKAGAMA, P.O. Box 216, St. Leonards
New South Wales - Chileo chair 3650 A code 121
Serial B53265

Dollars,

Signature

D. McLaughlin
1st

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6121

PLEASE REFER TO

FILE NO. 3871

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

January 14, 1943.

Mr. Ryutaro NAKAGAMA,
Reg. No. 04342,
c/o Mr. G. Barron,
Picture Butte, Alta.

Dear Sir:

Our No. T116

Re: Motor Vehicles

Your Fargo Express Truck

which was surrendered to the Authorities, has been
sold for \$850.00

Charges against your car were as follows:

Liens \$

Administrative Expenses \$ 22.40

The Balance thereafter remaining of \$827.60

has been placed to your credit in our trust account.

Yours truly,

Specified Articles Department.

RPA:MA

JH

3871

S. C. 10-200-00

USED CAR APPRAISAL RECORD

NAME

T 116

ADDRESS

Tires good - Tires mounted

Paint	\$		Make
Tires	\$		Fargo
Body & Fenders	\$		
Glass	\$		Body Style
Top	\$		Pickup
Nickelling	\$		Top - built
Radiator	\$		Year
Running Boards	\$		41
Mats & Kick Pads	\$		FK 116
Upholstery	\$		License
Hardware	\$		6395
Motor Expense	\$		Serial
Transmission	\$		9556617
Rear Axle	\$		Mileage
Universal Joints	\$		8509
Clutch	\$		Remarks
Steering	\$		
Brakes	\$		
Tighten Up	\$		
Muffler	\$		
Sundries	\$		
Wash & Clean Motor	\$	2 50	
Clean Interior	\$	2 00	
Oil & Grease, Change	\$		
Oil & Check Over	\$	4 50	
Total	\$		

Mod. interested in

Selling price

\$ 850.00

Salesman

Less Repairs

\$ A

Date

Appraised By

Allowance

\$

For immediate acceptance only.

ROYAL CANADIAN MOUNTED POLICE

Detachment

Seizure No. **T 116**

FOR USE WHEN APPLICABLE

EXHIBIT REPORT

Detachment File No.
Sub-Division File No.
Division File No.
Headquarters File No.

Detachment
Sub-Division
Division
Date

19

RE: **NAKAGAWA, Ryotaro, Stevenson B.C.**On **March 10th, 1948, 1 H.P. Price RCMP**

MEMBER'S NAME

Came into possession of the following goods by:-

STATE BRIEFLY AUTHORITY, ETC., WHETHER BY SEARCH WARRANT, ETC.

NO. OF PAGES	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
		LICENSE NO. (42) C 595 MAKE & MODEL Farago Express truck SERIAL NO. 9556217 ENGINE NO. 711240170 SPEEDOMETER READING 8508 CONDITION appears fair condition WIRE NUMBERS
		EXTRA EQUIPMENT tarpaulin on sides
		DESCRIPTION & CONDITION VERIFIED X <i>R. H. Thompson</i> #04542 Signature of Owner Japanese Registration No. Handed over to representative of Custodian whose signature in receipt thereof appears hereunder <i>E. A. Brown</i> March 10/48
		DATE: <i>Dois</i> SIGNATURE OF MEMBER SUBMITTING REPORT

This Indenture

Made in duplicate the Twenty-first day of May in the year of Our Lord one thousand nine hundred and forty two.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

RYUTARO NAKAGAMA, of the Townsite of Steveston, in the Province of British Columbia, Merchant.

Insert full
Names,
Addresses
and
Occupations
of parties.

hereinafter called the "Lessor" of the First Part:

And

WONG SAM, of the Townsite of Steveston, in the Province of British Columbia, Restaurant Keeper.

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, All and Singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of Richmond in the Province of British Columbia and more particularly known and described as:

Lot Sixteen (16) and Seventeen (17) BLOCK THREE (3) of Section Ten (10) Block Three (3) North Range Seven (7) West Map Two Hundred and Forty-nine (249) Save and except the East Fifteen (15) Feet thereof in the District of New Westminster, B.C.

*Wong Sam
Publ'g
the as would*

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining. except the Frigidair Equipment and which is a fixture of the building

From the First day of June one

thousand nine hundred and forty two

term of the duration of the war with Japan, and

Yielding during the said term therefor the rent of ----- Dollars

per month -----

of lawful money of Canada, payable on the following days and times that is to say:

"the sum of fifteen Dollars (\$15.00) on the delivery

of this agreement, and the further sums of fifteen

Dollars (\$15.00) per month, payable on the first

day of each and every month during the term of this

agreement.

the first payment to be made on the day of , 194

That the said Lessee covenants with the said Lessor to pay rent, ~~and to pay rates~~, and to pay rates "I. C. H.

for water, electric light, gas and telephone.

And to repair; and to keep up fences; and not to cut down timber;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair

according to notice.

And will not assign without leave; and will not sublet without leave.

And that he will leave premises in good repair;

And that he will not carry on any business that shall be deemed a nuisance on the premises.

Provide for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.

Provide for re-entry on seizure or forfeiture of the said term.

The said Lessor covenants with the said Lessee for quiet enjoyment.

Provide for re-entry on the return of the Lessor to possession on the

usual notice of 30 days being given to the Lessee by the Lessor.

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

And it is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Wherever the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

In Witness Whereof the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF
(Signed)
Signature of Witness Thomas G. King
Street Address
City or Town
Occupation

(Signed) Ryutaro Nakagama

(Signed) Wong Sam.

file 3871
Registration Number 04342

NAKAGAMA, Ryutaro

81 Moncton Street, (P. O. Box 216) Steveston, B. C.

LOCATION AND NATURE OF PROPERTY

Parcel 1 - Lot 16, Block 3 of Sec. 10,
Block 3 North, Range 7 West,
Map 249, Dist. of New Westminster.
C of T #146630E.

Parcel 2 - Lot 17, Block 3 of Sec. 10,
Block 3 North, Range 7 West,
Map 249, Dist. of New Westminster.
C of T #146629E.

OWNERSHIP

The properties are registered in the name of
the above Ryutaro Nakagama.

LAND AND BUILDINGS

Parcel 1. This is No. 81 Moncton Street,
Steveston. The building is a small frame, shingle roof
bungalow, which is in good condition.

Parcel 2. This is a one-storey frame, shingle
roof building, with store in front and two living rooms
in the rear. It is not in very good condition, needing
paint and some minor repairs.

INSURANCE

Parcel 1 - Policy #205775, North West Fire Insurance
Company for \$2000, expiring December 1, 1944.

Parcel 2 - Policy #88246, Cornhill Insurance Co.
Ltd., for \$1000, expiring December 1, 1944.

TAXES

The taxes are paid to December 31, 1941.

FINANCIAL POSITION

Claims to have no liabilities. Inventory of fixtures
attached hereto. I am informed that his personal effects
will be declared by his wife, Nobuko Nakagama, prior to
evacuation.

REMARKS

I am informed that Nakagama is negotiating with a
Chinaman for a sale to the Chinaman of the fixtures as per
inventory, for the sum of \$1000 and also for the occupancy
of the building, the amount of rent not having yet been
determined. The equipment as per inventory, is in first-class
condition and are at present in the store. In my opinion,
the negotiated price of \$1000 is extremely low. The
Frigidair is not included in the above inventory, as it is
built in and is part of the building, but under a lease
arrangement, the tenant would be allowed to use the same. I
have inspected all documents in connection herewith.

Registration Number 04342

NAKAGAMA, Ryutaro

RECOMMENDATION

If the owner is able to close the deal as above, I would recommend that it be allowed to stand. Otherwise, I will endeavor to find a tenant for the property, who will purchase the equipment.

May 13th, 1942.

J. A. Mather

Registration Number 04342

NAKAGAMA, Ryutaro

INVENTORY

1 Fish Counter
Sundry Shelves
3 Meat Blocks
Sundry Butcher Tools
5 Kraft Paper stands
1 Universal Cooler
2 Toledo Scales
1 Dayton Scale
2 Cleveland Cleancut Miners
1 Bicycle
1 Dayton Slicer
1 International Slicer
1 Cheese Cutter
1 Taylor Safe
1 Desk
3 Counters
1 Show Case
1 Tape Machine

May 13th, 1942.

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

PHONE PACIFIC 5121
PLEASE REFER TO
FILE NO. 3871

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
DEC 12 1942

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

P.O. Box 635,
Steveston, B.C.,
11th December 1942.

Mr G.H. Peers,
Administration Department,
Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:

Re: NAKAGAMA, Ryutaro

Replying to your letter of the 9th inst.

Mr Pete Rolston is living in the house known as 81 Moncton St., Steveston, located on Lot 17, and is conducting a butcher business at 83 Moncton Street, located on the West portion of Lot 16. There is also a small store on the East 15 feet of Lot 16 with which we apparently have no connection. This is being operated by as a beauty parlour and so far as we know is held under a separate lease from NAKAGAMA.

Rolston purchased the business and equipment of Sam Wong and arranged at the time to make the rental payments direct to the Custodian. At the time, this procedure was necessary as Wong was facing a conviction and is now in jail.

Apparently not Nakagama Property

Search

Subleasing not agreed to or authorized by Custodian

Yours truly,

C.C. Robinson

HJS.

C.C. Robinson

3871

83 Moncton Street,
Steveston B.C.
January 27th 1943.

The Custodian,
of Alien Enemy Property,
Vancouver B.C.

File this
R. NAKAGAMA
Steveston

Dear Sir:

In the Vancouver Sun of January 23rd I read where Japanese properties were to be sold.

I would like to have my name recorded as desiring to purchase the property of R. Nakagama at 81 and 83 Moncton Street Steveston as well as the house and lot or lots of Edo on the south west corner of Chatham Street and First Ave.

I am the present tenant of the property of R. Nakagama at 81 and 83 Moncton Street where I operate a meat & grocery shop, and now that the house at 81 Moncton Street has been destroyed the closest house is that at First Ave and Chatham Street.

Trusting you will advise me when bids will be received, I remain

Yours truly

CCR will advise verbally and
change job in Custodian's
Policy 


G. H. Rolston.

MEMORANDUM TO FILE

Page 11, 11/11/42

February 15, 1943.

Re: Fire Loss, January 14th, and

Charles F. H. H. H.

Further to my memorandum of January 13th.

In company with J. H. Robertson, adjuster, and J. L. Darling, contractor, and C. C. Robinson, our representative at Charleston, I inspected fire loss on property belonging to the above named Charleston.

With reference to No. 31 on the North Side of Highway 100, being as described covered for \$1,000.00 under Commercial Policy No. 2222. This dwelling is a total loss, but the shell is still standing. The house is estimated to be between 20 and 25 years old. The contractor estimates the cost of rebuilding the same, including materials and including labor, to be roughly \$1,750.00. The contractor also estimates the cost of the new house to be roughly \$1,750.00. It will not be exact but I think it is quite reasonable. I asked Mr. Darling, the contractor, what it would cost to have the old shell removed, and his estimate is \$30.00, there being little or no material salvaged that would be valuable as salvage. The adjuster agreed to add \$30.00 to the settlement in order to take care of removal of this building.

With reference to No. 31 on the North Side of Highway 100, covered under North West Policy Number 2222 for \$1,000.00 on the building and \$1,000.00 on store furniture and fixtures. The damage to this building is estimated to be between \$1,000.00 and \$1,200.00 and I suggest that Mr. Robertson have his contractor estimate the cost of rebuilding the same as soon as possible. Some temporary repairs have been made to protect the premises and enable the tenant, Mr. H. H. H., to carry on business. There will also be an allowance made for removal of this shell to take care of damage done to surrounding property and furniture but this will only amount to about \$25.00. I suggest the allowance, as suggested, to be quite reasonable. As for the other equipment is concerned, as listed on the Bill of Sale from H. H. H. to H. H. H., dated May 21st, 1942. This equipment was sold to H. H. H. and, in turn, was rented to the present tenant, Mr. H. H. H. I do not know whether H. H. H. carried insurance on this equipment or not. There is nothing on file to indicate that he did.

(over)

J. M. ROBERTSON CO.

ENGINEERS AND INSURANCE
ADJUSTERS

802-B YORKSHIRE BUILDING
VANCOUVER

3B 3B

EVACUATION SECTION	
FIRE	AUTOMOBILE
THEFT	BURGLARY
BOND, ETC.	

FEB 16 1943
3871
[Signature]

Feb. 15th 1943.

The Dept. of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B.C.

RE: NAKAGAMA, Ryntaro, STEVESTON, B.C.

Your File No. 3871:

Dear Sirs:-

Regarding the damage which occurred to the above party's property in Steveston as the result of a fire on Jan. 14th, we now enclose Proofs of Loss for the sums as agreed upon with your Mr. Gibson.

In the matter of the dwelling, insured with the Cornhill Insee. Co., for \$1000.00. The replacement value of this building is \$1,749.00, and its depreciated value \$924.00. We enclose Proofs of Loss for this amount.

Regarding the Grocery store building insured for \$1,000- with the North West Fire. The damage incurred in this respect is \$677.00 and temporary repairs \$59.75, making a total of \$736.75.

The Furniture and fixtures in this store are insured with the same Company for \$1,000- and in this respect the loss is \$105.50, making a total claim under the Policy of \$842.25. Proofs of Loss attached.

These claim papers must be signed by the Custodian, notaried, and returned on completion to this Office.

Yours very truly,

J.M. ROBERTSON CO.,

per

[Signature: G. M. Hoag]

1998 APPRAISAL

Re: 1234

46

1234 St. St.

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MARINE 1929

STIRLING and COMPANY

GENERAL CONTRACTORS

781 Seymour Street

Vancouver, B.C.

Specializing in

FIRE LOSSES... BUILDING APPRAISALS OF ALL KINDS
REPAIRS... ALTERATIONS... PAINTING... PLUMBING... ETC.

Res. Phone: West 295/M

Feb. 24th 1947.

The Official Custodian's Office,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B.C.

Attention, Mr. Gibson

Dear Sir:-

We enclose herewith figures in regard to the Meat Store at Stevenston which was damaged by fire.

The amount of the repairs to be carried out under the Insurance Policy is \$736.75. This includes temporary work of \$59.75.

Over and above this we have set out the work required under the City regulations - extending the chimney to the ground, installing toilet and sceptic tank, also partition and door. The cost of this is \$195.25, making a total of \$932.00.

In the matter of the dwelling destroyed by fire. There is an item of \$50.00 allowed under the insurance for demolishing this building.

Yours truly,

J. B. Stirling.

Stirling
John B. Stirling

ENCLO.



MARINE 3929

STIRLING and COMPANY

GENERAL CONTRACTORS

721 Seymour Street

Vancouver, B.C.

Res. Phone: West 2954

Specializing in

FIRE LOSSES... BUILDING APPRAISALS OF ALL KINDS
REPAIRS... ALTERATIONS... PAINTING... PLUMBING... ETC.

Vancouver, Feb. 24th 1943.

Repairs as agreed under appraisal
of Insurance Adjuster

- \$677.00

Temporary work (Geo. Miller)

- 59.75 0736.75

EXTRA

Building Chimney to ground; installing

- 30.00

Toilet, Sceptic tank, vent and drain

- 135.00

Partition and Door

- 12.50

177.50

Contractor's 10%

- 17.75 195.25

TOTAL 0932.00

North West Fire Insurance Company

INCORPORATED - 1880

VANCOUVER BRANCH

JOHN ANDERSON
MANAGER

Vancouver, B.C.

EVACUATION SECTION	
Rec'd	MAR 5 1943
File No.	
Ans.	<i>[Signature]</i>
Referred	

McGREGOR, JOHNSTON & THOMAS LTD.

GENERAL AGENTS

414 PENDER STREET WEST
VANCOUVER, B.C.

PHONE: PACIFIC 4374

4th. March '43

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

Dear Sir;-

re Loss, Policy #205775 Nakagama

Enclosed we have pleasure in handing
you cheque for \$842.25 in settlement of loss, as
adjusted.

Yours very truly,

McGREGOR, JOHNSTON & THOMAS, LTD.

per. *[Signature]*

NAKAGAMA, Ryutaro
File 3871-Reg 04342

Fire loss on store premises

WWJ/NH.

3871

Bldg 677
Rls 59.75
Insurance 105.50
Damage to
furniture & fixtures



REPORT OF THE FIRE

1944

1944

Mr. J. H. HARRIS

The following is a report of the fire which occurred on the premises of the Harris family, located at 1234 Main Street, Chicago, Illinois. The fire was caused by a gas leak from a gas stove, which was ignited by a match. The fire spread rapidly and caused considerable damage to the premises. The estimated value of the property destroyed is \$10,000.00.

The following is a list of the property destroyed by the fire: 1. A gas stove, valued at \$500.00. 2. A refrigerator, valued at \$1,000.00. 3. A television set, valued at \$200.00. 4. A radio, valued at \$100.00. 5. A car, valued at \$3,000.00. 6. A house, valued at \$5,000.00. The total value of the property destroyed is \$10,000.00.

The following is a list of the property saved by the fire: 1. A car, valued at \$3,000.00. 2. A house, valued at \$5,000.00. 3. A refrigerator, valued at \$1,000.00. 4. A television set, valued at \$200.00. 5. A radio, valued at \$100.00. The total value of the property saved is \$9,000.00.

The following is a list of the property damaged by the fire: 1. A car, valued at \$3,000.00. 2. A house, valued at \$5,000.00. 3. A refrigerator, valued at \$1,000.00. 4. A television set, valued at \$200.00. 5. A radio, valued at \$100.00. The total value of the property damaged is \$9,000.00.

[Handwritten signatures and notes]

Blane, Fullerton & White LTD

GENERAL AGENTS - OHIO FARMERS INSURANCE CO

FILED	11011
MAR 17 1943	
FILE NO.	
AMOUNT	
REMARKS	

HEAD OFFICE FOR CANADA - 521 HASTINGS STREET WEST - PHONE PACIFIC 5121

Vancouver, B. C.
March 15th
1943

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

Gentlemen: Re: Your File # 3871 - Ryutaro Nakagawa
Fire Loss - 14th January, 1943 -
Policy # 88246

We take pleasure in submitting herewith cheque
No. 83941 in the amount of \$ 924.00 in full settlement of the
above noted fire loss.

Yours very truly

BLANE, FULLERTON & WHITE LIMITED

Islay B. Richards

Islay B. Richards
Claims Department

IBB.

Nakagawa, Ryutaro
File 3871 Reg. 04343

Settlement of fire loss on
building

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

PHONE PACIFIC 5131
PLEASE REFER TO
FILE NO. 3871

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

P.O. Box 635,
Steveston, B.C.,
24th March 1943.

Mr. P.H. Russell,
Administration Department,
506 Royal Bank of Canada,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	MAR 25 1943
File No.	
Ans.	
Referred	Russell

Dear Sir:

Re: NAKAGAMA, Ryntaro

We have received from Mr. G.H. Rolston,
the tenant, the following offer to purchase:

West 29 feet Lot 16, Block 3, Section 10, Block 3 North,
Range 7 West, Map 249, and
Lot 17, Block 3, Section 10, Block 3 North, Range 7
West, Map 249 at \$1700.00 with a down payment of \$300.00
and the balance not less than \$15.00 per month, with
interest at 6% on past due payments only; or, \$1500.00,
with a down payment of \$300.00 and \$15.00 per month,
plus one-ninetieth of the total interest at 6% on the
unpaid portion of the principal after the down payment.

At present Mr. Rolston is operating a
butcher shop in the building located on Lot 16. Recently,
the house on Lot 17 in which he was living was burned
down.

Please submit the above offer to NAKAGAMA,
and advise us of his reply.

Yours truly,

C.C. Robinson

C.C. Robinson

HJS.

*1 = 1700 in all
2 = 2000 (paid)
in all
= about 6.26%
from 2 to 22.5%
and other what
the intention*

MEMORANDUM

March 27, 1943.

File No. 3871

To: Mr. C. C. Robinson

From: P. H. Russell

Re: Bentaro NAKAGAMA

We refer to your letter of the 24th inst., covering Nakagama's land and Rolsten's offer.

The first proposal is clear, but the second is not. The "pay-off" period would be 80 months, with the division of interest into 90 parts. This division into 90 is not understood and may be a mistake. Is the intention that there be added interest on \$1,200.00 for 80 months at 6% - the result being divided into 80 parts, each being added to \$15.00, the monthly payment. This makes a total payment of \$22.02 each month - say \$22.00 in round figures.

Please confirm or otherwise.

PHR:NDK



MArino 3929

In Account with:

STIRLING and COMPANY

GENERAL CONTRACTORS

721 Seymour Street

Vancouver, B.C.

Specializing in
FIRE LOSSES... BUILDING APPRAISALS OF ALL KINDS
REPAIRS... ALTERATIONS... PAINTING... PLUMBING... ETC.

Res. Phone: West 10801

April 16th/43

Terms:

Re: 81-83 Monoton Street, Steveston B.C.

EVACUATION SECTION

Rec'd APR 20 1943

File No.

\$ 736 75

To repairs following fire damage

Adjuster's agreement, inc. temporary work

Extras.

Building chimney to ground

Installing toilet, septic tank and drain

Partition and door

Contractor's 10% on extras

Demolition of old house

30 00

135 00

12 50

17 75

50 00

\$ 982 00

9

EVACUATION SECTION

Rec'd APR 16 1943

File No.

Ans. *EB*

Referred

*Paid April 22/43
STIRLING & CO
Douglas C. Stirling*

RP
Stevenson Bldg 7 7

File 3871

23 November 1943

RYUTARO NAKAGAMA
c/o Geo Barron
Picture Butte
Alta
Dear Sir

c/o J. Weiries
Iron Springs
Alta

Re lots 16 and 17 Block 3 Section 10 Block 3
North Range 7 West Map 249

I understand I can purchase the above lots
through the Custodian providing the price
is acceptable to you.

I hereby offer to purchase the above lots for
One Thousand dollars (\$1000⁰⁰) Cash.
Will you please let me have an early reply

Yours truly

Leo Minosky

7-197
824

83 Moncton Street,
Steveston, B. C.
April 28th, 1944.

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

Rec'd	1-5-44
File No.	3871
Ans.	16.04
Referred	

Dear Sir:

I herein Submit my price of fourteen hundred dollars (\$1400.00) for which I would like to purchase lot #17 and that portion of lot #16 which is included in the ~~same~~ same parcel and catalogued as #824 and containing the building now known as "The Meat Shop at Steveston" OF WHICH I am the Proprietor.

Enclosed please find certified cheque for (\$140.00) one hundred and forty Dollars which is the deposit required ~~for tendering~~ for tendering on this property.

yours truly,

E. H. Rolston

COULTHARD, SUTHERLAND & CO., LTD.
Estate and Insurance Agents
Car Financing

710 - 4

EXHIBIT No. Sept. 23/48
DATE
FILED BY G.E.A. Rice

609 Columbia Street,
New Westminster, B.C.

26th April, 1944.

Catalogue #824

File #3324-3871

Office of the Custodian,
Vancouver, B.C.

Dear Sir:-

RE: Lot-16 Ex.E.15', 17, Blk.3, Sec.10,
B3N/7W. Steveston Townsite

This property is #81 and 83 Moncton Street,
rented to G. H. Rolston, two lots i.e. Lot 16 except the
E. 15' and also lot 17.
#83 building, 24 x 50' one story, frame, operated as
meat shop, store front. Exterior-Well painted. Interior-
finished in V. joint, clean and well painted, floor
very poor, sagged and bulged, indicating foundations
gone. Rear 14' newly added and put on cement foundations.
Roof good. Plumbing-sink and toilet, City light and water,
stove heated, poorly laid out and constructed. Good location.

Building	1020
Store Lot	200
Vacant "	<u>270</u>
	1490.

Yours very truly,

Coulthard, Sutherland & Co. Ltd.

"F.H. Coulthard"
F.H. Coulthard.

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

Date: November 17, 1948.

Ernest Levesque
2m

7
Rec'd JUN 5 1944
File No. 3171
Ans. *THW*
Referred *HARROP*

83 Monoton Street,
Steveston, B. C.
June 2nd, 1944.

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

Dear Sir:

Re: Catalogue No. 824,
83 Monoton Street,
Steveston, B. C.

8
Regards your letter of May 29th on above property, I am willing
to adjust my tender to be (\$1490.00) fourteen hundred and ninety dollars
for which I enclose herewith a certified cheque for nine dollars (\$9.00)
adjusting my deposit to be \$1490.00.

Thanking you for your co-operation, I am,

Yours truly,

G. H. Rolston

G. H. Rolston.

Accepted

Date June 17th, 1944...

REAL PROPERTY MEMORANDUM

File No. 3871

Name..... NAKAGAMA, Ryutaro..... Registration No. 04342...

Re: Catalogue No. 824

Address: 83 Moncton Street, Steveston. (Store)

Legal Description: Lot 16 Ex. E 15', and 17, Blk. 3,
Sec. 10, Blk. 3 North, Range 7 West,
Map 249, Mun. of Richmond, D.N.W.

TITLE AND ENCUMBRANCES.

A. Certificate of Title No. ~~1146630E~~ ~~1146629E~~ Whereabouts: Owner's possession

✓ Registered owner: Ryutaro NAKAGAMA Reg. No. 04342

Property:

✓ ~~Lot 16 Block 3 of Section 10~~ ~~Block 3 North Range 7 West Map~~ ~~249 SAVE AND EXCEPT the East 15~~ ~~feet thereof Municipality of~~ ~~the District of New Westminster.~~
Lot 17 Block 3 of Section 10
Block 3 North Range 7 West Map
249 Municipality of Richmond in
the District of New Westminster.

B. Charges, Richmond in the District of
Registered: New Westminster.

✓ None

✓ Vesting: 25534 March 8th, 1943
25535 " "

✓ Unregistered: No evidence.

Taxes: \$24.62 net-1943 paid. 1944 - \$ 49⁰⁰ Not Paid

Water: Tenant pays own water.

Insurance: \$1,894.50 - North West Fire Ins.Co.- Ex.Dec.1/44

Assessed Value: Land: \$300.00 Lot 16 Improvements: \$1520.00
450.00 Lot 17

✓ Valuation by Appraiser: \$1490.00

✓ Amount of Bid: \$1490.00

Approved by Advisory Committee: June 14th, 1944

Paid as shown in attached letter: \$1,490.00 - July 22, 1944.

Name of transferee as attached letter: George Harris Rolston, & Anna McCaul Rolston.

ADMINISTRATION.

Tenancy: Monthly tenure (state consideration & whether including or excluding
furniture or equipment)

(Leased to Wong Sam at \$15.00 per month for duration, but
Wong Sam has sublet and the Lease is void) - therefore
rented on monthly basis at \$10.00 per mo. to Pete Rolston.

Leasehold: (State period, consideration & unusual clauses and whether
including or excluding furniture or equipment)

Chattels: Particulars of those stored on the premises.

Nil

Named Agent: Custodian. *Go Commission*

2872

June 21st, 1944

Mr. S.E. Rolston,
Sturston, S.S.

Dear Sir:

Re: Catalogue No. 624,
51 Hession Street, Sturston.

This will acknowledge receipt of your letter of June 2nd in which you advise that you are prepared to revise your former bid and now offer to purchase the above property for the sum of \$1,490.00.

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 \$1,441.00 to complete the purchase price on this property.

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.

Yours truly,

F.G. Shears,
Director

FUS:la

Mr. McArthur
Allen

2872

July 22, 1944

Mr. G.H. Rolston,
Steveston, B.C.

Dear Sir:

Re: Catalogue No. 824
Lot 16 Ex. E15 3 Bk. 10
Richmond, B.C.

This will acknowledge receipt of your letter of July 17th in which you enclose your certified cheque for \$1,441.00. We have now received \$1,490.00 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 George Harris Rolston, Merchant, and Anna McCall Rolston, Wife, Steveston, B.C., and that you are both British subjects.

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 truly,

F.G. Shears,
Director

FGB:ln

Mc Culthard's valuation \$ 1490⁰⁰

85 Moncton St.
Steveston, B.C.
July 18, 1944

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

Dear Sir:

I wish to tender \$650.⁰⁰
Cash for Catalogue No. 825 being 85 Moncton
Sts. the E15, lot 16, Block 3, Sec 10. with
the building as you see.

Attached my cheque for 10% for
the above offer amounting to \$65.⁰⁰.

And Oblige

P. Martyniuk

July 17/44
Stewarton B.C.

Re Cat # 824
83 Moncton St.

Rec'd	JUL 18 1944
File No.	5871
Att.	
Replied	Hampel

Dear Sirs:

Please find enclosed marked cheque
for \$134.09 being balance in full
re above property

Registered as follows:

George Harris Rolston Merchant
Anna McCaig Rolston wife
Joint Tenants

Both British Subjects.

Yours truly

G. H. Rolston

File No. 3871.
Catalogue No. 224.

October 26th, 1944.

MEMORANDUM

To: Mr. George Peters

FROM: Mr. R. A. Gower

Subject: **WILSON**
Eas. of Richard
Lot 17, and Lot 15 Bore & Desert
the E. 15 ft. thereof of Elk. 3
of Sec. 10, Elk. 3 N., Range 7 W.,
Twp. 24S, R. 3E, N.

With reference to the above property which was recorded in
the San Francisco Land Registry Office, dated September 7th,
1944, as stated herewith the following documents in connection
therewith.

1. Copy of application number 177304-E, dated September 7th,
1944, registering the property in the name of the Custodian
(Transmission).
2. Copy of application number 177305-E, dated September 7th,
1944, registering the property in the names of George Harris
Helston and Anna Helston (Dead).
3. Duplicate of Transmission dated August 21st, 1944.
4. Duplicate of Deed dated August 21st, 1944 - Secretary of
State to George Harris Helston and Anna Helston.
5. Certificate of Indefeasible Title No. 177305-E, dated
October 19th, 1944, covering the above property in the names
of George Harris Helston and Anna Helston.

R. A. Gower

RECEIVED
OCT 28 1944

Catalogue No. 824
File No. 3871
83 Hanover St.
16 Ex. H15427/3/10/838/RTW/249

October 31st, 1944

GEORGE HARRIS ROLSTON & ANNA McCAUL ROLSTON

In Account With The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(as at July 22, 1944)

	DEBIT	CREDIT
Purchase price	1,490.00	
Cheques received		1,490.00
203/365 x \$49.90. Seller's proportion of taxes for '44		27.75
Registration fees on deed - \$1,490.00	7.25	
Insurance premium - 12.1% x \$108.00 (expiry 1/12/44)	13.07	
Rent Owing - July 1 to July 21 - 21/31 x \$10.00	6.77	
Balance owing to purchaser	.66	
	<u>\$1,517.75</u>	<u>\$1,517.75</u>

BALANCE OWING TO PURCHASER - .66¢

Catalogue No. 824
File No. 3871
81-83 Moncton Street, Steveston
17 & 16 save & except E 15' 3/10/B3M/R7W/249

~~Receipt of Certificate of Title No. 177305-E 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 North West Fire Insurance Company, Policy
No. 205775 which has been assigned to us, and cheque for .66¢ representing
closing adjustments on sale to us of this property.

Dated at Vancouver, B. C., this 7th day of November.

G. A. Rolston

November 29, 1944.

MEMORANDUM - MR. CHAMBER

Re: Catalogue No. 824
83 Moncton Street
Steveston, B. C.
16Ex. 115/17/34083N/KTW 249

Certificate of Title No. 177305-E was held by this office in order that the spelling of the name Anna McGaul Rolston could be corrected to read Anna McGoll Rolston. This title is missing and we request that you make a thorough search of your office to try and locate this document. If it cannot be found please make an affidavit to this effect in order that a duplicate may be obtained from the Land Registry Office.

GP:MA

STATEMENT RE SALE OF:

Name: NAKAGAMA, Ryutaro

Catalogue No: 824

File No: 3871

Street Address: 83 Moncton St.

Reg. No.: 04342

Legal Description: 16 Ex. E151, 17/3/10/B3W/7W/249.

Date of Sale and Adjustments . July . 22nd . 1944

Sale Price \$1,490.00

~~Real Estate Agents Commission~~ \$

Charge for Valuation 5.00

Charge for Advertising 4.00

Land Registry Office Transmission Fee 2.50

Encumbrances:

~~Unpaid vendor~~

~~Mortgages~~

~~Arrears of Taxes~~

~~Other charges~~

Adjustments:

Fire Insurance 13.07

Taxes to July 22, 1944 27.75

~~Water~~

Rent July 1st to July 21st 6.77

39.25 \$1,509.84

\$1,470.59

Net Proceeds credited to your account

Date: . December . 5th . 1944

Compiled by: . Geo. . Peters

3871.

December 12th, 1944.

The Registrar,
Land Registry Office,
New Westminster, B. C.

Dear Sir: Certificate of Title No. 177305-E.
 Lot 17 and 15, Save & Except the
 E. 15 ft. thereof of Blk. 3 of Sec.
 10, Blk. 3 N., Range 7 W., Map 249.
 George Harris Rolston and Anna McCaul Rolston.

With reference to the above certificate now made out in
the names of George Harris Rolston and Anna McCaul Rolston,
we are returning herewith the certificate with a Statutory
Declaration attached, making the following correction:

George Harris Rolston and Anna McColl Rolston.

When this correction has been made, please hold the Title to
the order of Mr. and Mrs. Rolston, Steveston, B. C.

Thanking you,

Yours truly,

DAG:JS
Encl.

D. A. Cruick
(Conveyancer)

J. D. MATHER

315 METROPOLITAN BUILDING

VANCOUVER, B. C.

July 11, 1942

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

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUL 13 1942

Dear Sir:-

Re - Ryutaro NAKAGAMA
Your File No. 3871

I beg to acknowledge receipt of your
letter of July 9th.

I enclose herewith copy of lease between
the above Nakagama and Wong Nam and also copy of
Bill of Sale for the sum of \$600, which has
been paid in cash to Nakagama. You will note on
Page 2 of the Bill of Sale, the Grantor retains
the right to re-purchase the fixtures on his
return to Steveston.

At the time of evacuation of Nakagama,
he had no stock in trade whatever on hand.

Yours truly,

J. D. Mather

JDM/ED

EXHIBIT No. 710 - 7
DATE Sept 23/48
FILED BY G.E.A. Rice

THIS INDENTURE made the Twenty first day of May in the year of our Lord one thousand nine hundred and forty-two.

IN PURSUANCE OF THE "BILLS OF SALE ACT"

BETWEEN KYUZO HAKAGAMI, of the Townsite of Steveston, in the Province of British Columbia, Merchant,
(hereinafter called the Grantor) of the First Part

AND

WONG SAM, of the Townsite of Steveston, in the Province of British Columbia, Restaurant Keeper,
(hereinafter called the Grantee) of the Second Part

WHEREAS, the Grantor is possessed of the goods and personal chattels hereinafter set forth, described and enumerated, and hath contracted and agreed with the Grantee for the absolute sale to him of the same, upon the terms and considerations hereinafter set forth.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement, and in consideration of the sum of Six Hundred Dollars (\$600.00) of lawful money of Canada, paid by the said Grantee to the said Grantor, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), the said Grantor hath bargained, sold, assigned, transferred and set over, and by these presents DOETH BARGAIN, sell, assign, transfer and set over unto the Grantee:

ALL those the said goods and personal chattels described and enumerated as follows:

1 Universal Cooler	#41960
1 Toledo Scale	15594
1 " "	251050
1 Dayton Scale	344-1613
1 Cleveland Clean Cut Mincer	1850
1 Colas Clean Cut Mincer	346187
1 Dayton Slicer	8671
1 International Slicer	1033779
1 Cheese Cutter	7987
1 Taylor Safe	119923
1 Desk	
2 Counters	
1 Fish Counter	
1 Show Case	
1 Better Packages	175661-327421
1 Clock	

ALL of which goods and personal chattels are now in the possession of the Grantor and are situate, lying and being in, upon or about 83 Moncton Street in the Townsite of Steveston in the County of Vancouver in the Province of British Columbia.

AND all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, otherwise howsoever, of the said Grantor, of, in, to, and out of the same, and every part thereof:

TO HAVE AND TO HOLD the said assigned goods and personal chattels and each and every of them and every part thereof, with the appurtenances, and all the right, title and interest of the said Grantor thereto and therein, as aforesaid, unto and to the use of the said Grantee, to and for his sole and only use Forever:

But with the express understanding that the Grantor shall have the right to repurchase from the Grantee for the like amount, viz. Six Hundred Dollars (\$600.00) on the return of the Grantor to the Town of Steveston on the termination of the war with Japan.

AND the said Grantor DOETH hereby Covenant, Promise and Agree with the said Grantee, in manner following, that is to say:

THAT the said Grantor is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods and personal chattels, and every of them, and every part thereof: AND that the said Grantor now has in himself good right to assign the same unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these presents; AND that the said Grantee shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned goods and personal chattels and every of them, and every part thereof, to and for his own use and benefit without any manner of hindrance, interruption, molestation claim or demand whatsoever, of, from or by him, the said Grantor, or any person or persons whatsoever; And that free and clear, and freely and absolutely released and discharged, or otherwise, at the cost of the said Grantor, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever:

AND moreover, that the said Grantor, and all persons rightfully claiming, or to claim, any estate, right, title or interest of, in or to the said hereby assigned goods and personal chattels and every of them, and every part thereof, shall and will from time to time, and at all times hereafter

upon every reasonable request of the said Grantee, but at the cost and charges of the said Grantee, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said hereby assigned goods and personal chattels unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these presents as by the said Grantee or his counsel shall be reasonably advised or required.

WHEREVER the singular or masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require, and shall include the parties, hereto, their and each of their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Sign. of Witness: (Signed) Hiroshi Nivatsukino.

(Signed)

Ryutaro Nakagawa

Address

Occupation

This is the paper-writing marked "A" referred to in the Affidavit of Hiroshi Nivatsukino, sworn before me this 22nd day of May A.D. 1942.

T.O.E.

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

"BILLS OF SALE ACT"
ACKNOWLEDGMENT OF OFFICER OF CORPORATION

(NOT COMPLETED)

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

Dated November 17, 1945.

E. L. L. L.
J. J.

"Bills of Sale Act"

COUNTY OF (1, Wing Sam-
TO WIT: (of the Townsite of Steveston
in the Province of British Columbia, the Grantor in the foregoing Bill of Sale
made, make oath and say: That the sale therein made is bona fide and for valuable
consideration, namely, the consideration of the sum of Six Hundred Dollars (\$600.00)
dollars; as set forth in the said Bill of Sale; and not for the purpose of enabling
me this deponent to hold the goods and chattels mentioned therein as against the
creditors of the said grantor; and that said Bill of Sale is not given for the
purpose of protecting the goods and chattels mentioned therein against the creditors
of the grantor or of preventing such creditors from obtaining payment of any claim
against the grantor.

Sworn before me at the Townsite of Steveston in the Province of British Columbia, this 22nd day of May A.D. 1942. } (Signed) Wing Sam

T.C.K.
A Notary Public in and for the Province of British Columbia
A Commissioner for taking Affidavits within British Columbia

BILL OF SALE
(Absolute)

Wing Sam.

- 10 -

Ryutaro Nakagawa

DATED May 21st 1942

"Bills of Sale Act"

COUNTY OF } I, Hirose Nivatsukine of Steveston make
TO WIT: } oath and say as follows:

1. That the paper-writing hereunto annexed, and marked "A", is a true copy of a Bill of Sale and every Schedule or Inventory thereto annexed, or therein referred to, and of every attestation of the execution thereof, as made and given and executed by Ryutaro Nakagawa.

2. That the Bill of Sale was made and given by the said Ryutaro Nakagawa on the 21st day of May, in the year of our Lord one thousand nine hundred and forty two.

3. That I was present and did see the said Ryutaro Nakagawa, in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said 21st day of May in the year aforesaid.

4. That the said Ryutaro Nakagawa at the time of making and giving the said Bill of Sale, resided and still resides at 83 Moncton Street, Steveston, B.C. and then was and still is Merchant.

5. That the name Hirose Nivatsukine set and subscribed as the witness attesting the due execution thereof, is of the proper handwriting of me, this deponent, and that I reside at Steveston, B.C. and am a finished Student.

Subscribed to and sworn before me this 22nd day of May A.D. 1942 at the Steveston of in the Province of British Columbia. } (Signed) Hirose Nivatsukine.

T.C.K.
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits within British Columbia.

BRITISH COLUMBIA SECURITY COMMISSION

CUSTODIAN RELEASE FORM

EXHIBIT NO. 710 - 8
DATE Sept 23/48
FILED BY G.E.A. Rice

G-163

Address c/o Albert Dainty
239, 15th St. W.
Lethbridge, Alta.

Date: June 7/44

To: The Secretary of State, acting in his
capacity as Custodian, Vancouver, B. C.

EVACUATION SECTION	
Rec'd	June 7, 1944
File No.	3871
Ans.	
Referred	McKie

I, Ryutaro Nakagawa, Police Registration No. 04342

hereby request you to release to me the under-noted property
stored at 80 Moncton St., Steveston, B. C.
in possession of Home of S. Sogawa
and I release you from any claim whatsoever with respect to
such property.

Description of Property:

- 1 New Carpet 12 x 16 - 1 Chesterfield Sofa
- 1 Box about 2 x 4 containing dinner Set
- 1 Box about 2 x 4 containing Pots & Pans
- 1 Mattresses 4 x 6 & 1 Coil Bed Spring 4 x 6

Original Address Ladner, Steveston, B. C.

Date Evacuated to Vancouver April 22/42

Date Evacuated to Present Address: May 24/42

Number in Family - 12 years and over 2

Number in Family - 5 to 11 years old 1

Number in Family - under 5 1

TOTAL NUMBER IN FAMILY 4

1 Wooden Bed
 1 Dresser With 3 Drawers
 1 Chiffonier with 5 Drawers
 2 Benches
 in one set.

I agree to pay all charges as required by the British Columbia
Security Commission.

APPROVED:
BRITISH COLUMBIA SECURITY COMMISSION

Per: _____

"R. Nakagawa"
Claimant Signs Here

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

Date: November 17, 1948.

Ernest L. Case

MEMORANDUM

File No. 3871

August 21st, 1944

TO: FILE

FROM: Mr. Mackenzie

Re: NAKAGAMA, Ruyaro

Store equipment of 83 Moncton Street was sold to Wong San as per bill of sale dated 21/5/42. *with right of repurchase.*

A truck owned by the above was sold to the B.C. Government for \$850.00. See memo 24/6/42.

No chattels were declared by the above but his wife declared chattels left in the house at 81 Moncton Street which was destroyed by fire on January 14th, 1943. See memo of 25/3/44.

On a Custodian release of June 7th, 1944, the above asked for shipment of one 5-piece bedroom set, 1 coil bed spring and mattress, 1 12 x 16 carpet, 1 chesterfield and 2 boxes, said to be at 80 Moncton Street, in the house of Mr. S. Sogawa, file 9863.

Goods were moved from this house to our no. 3 auction room on the 27th of March, 1944, and are being liquidated. (Already sold are the dresser, chiffonier and chesterfield belonging to the above and the proceeds credited to his account. The two boxes are not yet sold. *See file 9863*)

also appearing on list 474 with the name of R. Nakagawa, are 3 trunks, 2 cartons of music, 1 carton of glassware. In a letter dated June 16th, on file 9863, Mrs. Sogawa states that two lamp stands also belong to the above.

The bed, bed spring and carpet are not yet accounted for as they do not appear on list 474 and are not in the house.

RHM/WHO

R.B.M.

Planner
1071. 4279. 4211

December 4th, 1944

See letter May 22/44 from Mrs. Shizu SOGAWA (file 9863)

R. SAKAGAWA's goods (3071)

- 1 bed, spring, mattress
- 1 sofa
- 1 dresser
- 1 chiffonier
- 1 carpet 12' x 16'
- 1 lamp stand
- 2 boxes dishes
- 2 boxes pots & pans

S. AKIYAMA's goods (4211)

- 2 trunks

T. ISHIDA's goods (4259)

- 2 boxes festive dolls
- 1 bureau
- 1 handmade round table

RM:LN

NAME SAKAGUCHI, Brothers

REGISTRATION NO. 04342

FILE NO. 3871

The following chattels were sold by public
auction at 332 Powell, Vancouver, B. C. on August 9th, 1944.

Philco Rental Electric

\$ 30.00

Total	(Auctioneer's Fee)	\$ 3.00
	(Advertising)	0.77
Less Expenses:	(Moving)	0.25
	(Storage)	1.00

Net Proceeds Credited:

\$	30.00
\$	5.02
\$	24.98

Members of Custodian Staff Present.

Mr. Wills

Extracted from Auctioneering List No.

Vancouver 29.

Remarks.

July 22nd, 1946.

Re: Ryutaro NAKAGAMA
Registration No. 04342

All trunks and personal belongings in storage at Steveston were opened and inspected in October, 1945. Goods of no value were discarded; clothing of no salable value were turned over to U.N.R.R.A.; salable articles were auctioned and any personal photographs or goods of personal nature are stored ready for shipment at the request of the Japanese.

R. NAKAGAMA, or
 S. Sogawa, 80 Houston
 Street, Lot #261

Description	Discarded	U.N.R.R.A.	Personal	Auctioned
1 Trunk - opened	Rags, Broken air cushion 1 pr. old trousers Silk cover 1 Kimono 1 Purse	1 old purse 12 Kimonos 1 Girl's coat Underskirts 5 Sweaters 8 Cotton dresses 5 Shirts 1 Sock 4 pos. underwear 1 Child's sweater		1 Trunk

THE ABOVE TRUNK WAS TRANSFERRED FROM Mrs. Sogawa's account to Ryutaro NAKAGAMA.

L. Cassinacci

3871

July 7, 1945.

Mr. P. Halston,
83 Menston Street,
Steveston, B. C.

Dear Sir:

We are in receipt of your enquiry with reference to the purchase of chattels from Wong Sam. On re-checking the Japanese file we find that the chattels were sold by the Japanese to Wong Sam for the sum of \$600.00 with a Rider in the Bill of Sale Absolute as follows:

"But with the express understanding that the Grantor shall have the right to re-purchase from the Grantee for a like amount, that is, \$600.00, on the return of the Grantor to the Town of Steveston on the termination of the war with Japan."

The Custodian has no objection to the re-sale of these chattels to you.

Yours truly,

George Peters,
Administration Department.

GP:EB

To Mr. Robinson,
R.F. Box 393
Pittsburg, Kan.

Jan. 31, 1943

C. C. Robinson
Head of the Custodian
Stratton, Ark.

EVACUATION SECTION	
Rec'd	FEB 15 1943
File No.	3871
By	[Signature]
Referred	[Signature]

Dear Sir:

Desiring in a few lines to know
about my house & store at 91 & 93 Stratton.
About 2 month ago, I wrote it to Mr. King
of Stratton about the houses rent, which
we suppose to be paid to me every 3
month from Mr. Wong Sun, but received
letter saying that he had quit working
and I could get the information from you.

Few days ago, I heard that my
house were been burnt down and half
the store destroyed. To that house & store
I had insured it in September, 1941.
So, do you think I could get that

Insurance? Therefore will you please
see to it and notify to me immediately.
I appreciate your kindness.

Yours Truly,
R Nakagawa

Replied to P. Robinson & Lane
& back

3871

February 18, 1943.

Mr. Ryutaro NAKAGAWA,
Registration No. 04342,
c/o Mr. George Barron,
P. O. Box 373,
Picture Butte, Alta.

Dear Sir:

With reference to fire loss on your property located at 81 and 83 Conston Street, Steveston.

Fire, caused apparently through a defective chimney in your house at No. 81, occurred on January 14th. The dwelling is a total loss. We have received from the Insurance Adjuster Proof of Loss today under which we are claiming \$924.00.

The house was insured for \$1,000.00 under Cornhill Policy No. 88246. The replacement value of the building at the present time would be \$1,749.00 and after deducting depreciation, the claim is for \$924.00 as mentioned above which I consider a very fair settlement.

With reference to Butcher Store located at No. 83, the fire in the dwelling mentioned above spread to the store and did considerable damage before they got it under control. The loss has been adjusted and we claim for \$842.25 which is the amount necessary to repair the building, \$677.00 plus temporary repairs of \$59.75 which were necessary in order for the tenant to carry on business and \$105.50 damage to furniture and fixtures.

The cheque, covering settlement under the Cornhill Policy when received, will be credited to your account here along with settlement under North West Policy to cover damage to furniture and fixtures in store. The money in connection with the damage to the Butcher Shop will be paid to the contractor making the repairs.

Trusting that this arrangement is satisfactory to you.

Yours truly,

S. H. Gibson,
Insurance Department.

SEK:MAD

3071

April 7, 1943.

Mr. Eugene HAKKALA,
Registration No. 01312,
c/o George Brown,
Picture Lake, Alberta.

Dear Sir:

There has been transferred to your account
\$127.60, derived from the sale of your truck. Your
total account now stands at \$2,470.67.

A policy has been adopted of sending out not
more than \$100.00 per month, but this may be exceeded in
any special case - in which yours appears to lie. If,
therefore, you need further money on account of your wife's
condition, kindly let us know - at the same time telling
the R. C. Security Commission of your needs.

We enclose a cheque for \$100.00 herewith.

Yours truly,

P. H. Russell,
Administration Department.

PH:RUC
Enc.

3871

April 22nd, 1943

Mr. Ryutaro NAKAGAMA,
Registration No. 04342,
c/o George Barron,
Picture Butte, Alta.

Dear Sir:

Re: North West Fire
Policy #205775

The above numbered policy originally covered for \$2,000.00 on Store and \$1,000.00 on trade and office furniture and fixtures at 83 Moncton St., located on Lots 16 & 17, Block 3, Section 10. As we have already advised you this store was damaged by fire and the Insurance Company has made settlement under the above numbered policy in connection with loss to the extent of \$842.25 and of course the coverage under the original policy was cut down by this amount.

Now that the building has been repaired we have had the policy revised and it now covers for \$1600.00 on Building (present insurable value) and \$294.50 on fixtures. The additional premium of \$21.15 to take care of the above changes in the policy is being paid to the Insurance Company and charged to your account in this office.

We are enclosing herewith the endorsement making these changes and this endorsement should be attached to the original policy which we understand you have in your possession.

Yours very truly,

S.M. Gibson
Insurance Department

SMG:KT
Encl.

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Mr. Ryutaro Nakagama

File No. 3871

*No. 1000
Ryutaro Nakagama
Alto*

Reg. No. 04343

Company Sun Life

Agency Vancouver Agency

Policy No. 2139233

Premium - \$ 52.18

Payable: ^X Annually, Semi-annually or monthly

Month March Day 1

REMARKS:

Y. G. De Vries,
Iron Springs,
Dec. 12, 1943

Mr. G. Peters,
506 Royal Bank Bldg.,
Hast. & Gran. St.
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	DEC 22 1943
File No.	3571
Att.	
Referred	Peters

Dear Sir,

I have received your letter
and the cheque of \$100.00 on Dec. 7.
In your latest request you have stated
the balance of my credit at the present
time is \$889.34. But in the letter
of April 7, 1943, my total account comes
to \$2,470.67 (File No 3811). Therefore
I would like you to check up my
account and please give me the
further notice, I thank you

Yours truly
R. Nakagame

3871

December 23, 1943.

Mr. Ryutaro HAKAGAWA,
Registration No. 04342,
c/o Jacob De Vries,
Iron Springs, Alberta.

Dear Sir:

In reply to your letter of December 12th with reference to the balance of your account, your have drawn during the time mentioned, \$700.00 for maintenance. Also \$982.00 was spent out of the insurance credited to your account for repairs to 83 Moncton Street. The sum of \$46.18 has been paid out in taxes and water on your property, so you see this will bring this down to the amount mentioned. Most likely you did not realize that out of the amount credited from insurance, the fire loss had to be paid out again in repairs.

Yours truly,

George Peters,
Administration Department.

GP:EB

3871

December 5, 1944.

Mr. Ryutaro NAKAGAMA,
Reg. No. 04342,
c/o Gen. Barron,
Picture Butte, Alberta.

Dear Sir:

Re: Catalogue No. 824,
83 Remson St., Stevenson,
16 Dr. E12, 17/1/20/22/27/249.

Please be informed that the above property
has been sold as of July 22, 1944, for the sum of \$1490.00.
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:AS
encl. 2.
c.c. B.C. Security Commission.

*Struck re Sale to 6 claim file
10/6/48
[Signature]*

Name of Claimant **NAKAGAMI, Ryutaro**Case **718**Custodian File **3872**

<u>REAL PROPERTY</u>										
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		
		1490	149.00	.00 12.50						161.50
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
155.00	31.75	9.52	20.48%	245.00	50.17		59.69			
TOTAL RECOMMENDATION										221.19

CUSTODIAN FILE

1. Real Property

1. Amend Proof of Claim from Land \$ 2000.00
Buildings \$ 3000.00
2. To Land and Buildings.....\$ 5000.00
3. See Good Appraisal (our file)
4. Sold for almost $\frac{1}{2}$ of Assessed Value

2. Personal Property

1. All declared
2. Considerable not found, probably destroyed.
They were "not removed to storage" see memo
on analysis.

NOV 27 1947

Proof of Claim

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by
Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapter 99
of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and
report upon the claims of persons of the Japanese Race under said
Orders-in-Council.

3871

1. Name of Claimant in full: **Ryutaro Nakagawa**

Registration No. **04342**

2. Claimant's address at the time of his evacuation from the protected area:
Steveston, B.C.

3. Claimant's present address:
Lethbridge, Alta.

4. Claim relating to real property:

(a) Street address of real property: **Steveston, B.C.**

(b) Legal description of property:

**Lot 16 Block 3 of Section 10 Block 3 North Range 7
West Map 249 SAVE AND EXCEPT the East 15 feet thereof
in the District of New Westminster.**

**Lot 17 BLOCK THREE (3) of Section 10 Block 3
North Range 7 West Map 249 in the District of
New Westminster.**

(c) Type of real property, i.e., farm, residence, commercial, etc., and short description of it:

2 lots with store and house situated on
81 Moncton Str., and 83 Moncton Str., Steveston, B.C.

(d) Title or interest held by Claimant in the real property:

146630E
146629E

(e) Fair market value of real property at date of sale:

(I) Land— \$ 2000.00

(II) Buildings— \$ 3000.00

(f) Amount of loss alleged to have been sustained by the Claimant under the terms of reference:

\$ 176326

5. Claims relating to personal property, etc.

(a) Location at which property was left by Claimant at date of evacuation:

In 2 houses located on 80 Moncton Str.
83 Moncton Str., Steveston, B.C.

(b) Type of premises in which property was left by Claimant and manner in which that property was stored or packed at time of evacuation:

In the upstairs of Mr. S. Sagawa, 80 Moncton Str., Steveston, B.C.
In the store of R. Nakagawa, 83 Moncton, S.F., Steveston, B.C.

- (c) In whose care was property left by the Claimant at date of evacuation?

In the care of the Custodian.

- (d) Itemized and detailed description of the property which is the subject of the claim, and itemized value thereof at the time of sale, loss or destruction:

2 Tables	\$10.00
8 Chairs	15.00
2 Clocks	30.00
1 Sofa	30.00
1 4x6 Wooden Bed	35.00
1 Bureau	20.00
1 Mirror Stand	25.00
2 Carpets	30.00
1 Light stand	15.00
1 Box Kitchen Dinner Set	100.00
1 Kitchen Oil Burner Stove	70.00
1 Saw-dust Stove	20.00

400.-

- (e) Amount of loss alleged to have been sustained by Claimant under the terms of reference:

\$355.00

\$400.00

6. I desire that my claim be heard at the City of Lethbridge in the Province of Alberta.

7. An Interpreter will *Geo* be required.

DATED this

11th

Nov
day of October, A.D. 1947.

M. Rikawa
Witness to Signature of Claimant.

R Nakayama
Signature of Claimant.

STATUTORY DECLARATION

I, **Ryutaro Nakagawa**
(Full Name of Claimant)

of **Lethbridge, Alta.**
(Present Address)

Store Business
(Occupation)

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.
2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.
3. The above Claim is true and correct.
4. I have not received any payment upon the above Claim other than the following:

\$1766.25 For Fire Insurance
\$1470.59 For the store

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

DECLARED at *Picture Butte*

in the Province of Alberta,

this *12th* day of *November*

A.D. 1947.

Roscoe D. Lusk
A Commissioner for Oaths in and for
the Province of Alberta.

Ryutaro Nakagawa

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 7A.

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full:

Ryutaro Nakagawa.

2. Registration Number:

04342

3. Present Address:

312 1st. Ave. S., Lethbridge, Alberta.

4. Address Prior To Evacuation:

Steveston, B.C.

5. LEGAL DESCRIPTION OF PROPERTY: Parcel 1.

(If more than one parcel, list each separately, beginning as Parcel 1, Parcel 2, etc. with following particulars covering each parcel separately on individual sheets)

Lot 16 Block 3 of Section 10 Block 3 North Range 7 West
Map 249 Save and Except the East 15 feet thereof in the
District of New Westminster.

Lot 17 Block 3 of Section 10 Block 3 North Range 7 West
Map 249 in the District of New Westminster.

- (a) Nearest Post Office adjacent to land.
(b) Number of acres: Steveston, B.C.
2 city lots.
(c) When purchased: October 9th. 1941.
(d) Condition when purchased: (Give improvements and values in detail as of date of purchase)

Lot 16 - 1 house which burnt down in 1943
on which there is no claim.

Lot 17 - 1 store building.

(e) ~~Purchase Price~~ value
\$ lot 16, \$1000.00
Purchase price lot 17, 2500.00

6. IMPROVEMENTS:

(a) Clearing.....acres at \$.....per acre \$

(b) Fencing \$

(c) Tillage \$

(d) Drainage \$

(e) Weed Eradication \$

(f) Planting \$

(g) \$

(h) \$

Total \$ 3500.00

Carried Forward \$ 3500.00

*purchase price { Lot 16 - 2500.00
17 2500.00
bought Oct 9/41*

Brought forward

\$ 3500.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
Repairs on store building on lot 17.					
drainage pipe		1941	contract		100.00
painting		1941	50.00		
interior repairs		1941	150.00		
sink		1941	10.00	150.00	
window		1941	10.00	150.00	370.00

repairs due before?

Total Cost of Buildings \$ 470.00

Total Cost of Land and All Improvements \$ 3970.00

Fair Market Value lot 16 1000.00
 lot 17 \$ 2500.00
 \$ 3500.00

Sold by Custodian for \$ 1490.00

Loss Claimed on Parcel 1 \$ 2480.00

8. Assessment for 1942:

Land \$ 750.00

Improvements \$ 1990.00

Total \$ 2740.00

9. Appraisal or Valuation (by Custodian):

Lands.....	(vacant lot) (16)	\$ 270.00
	(store lot) (17)	\$ 200.00
Improvements (bldg. on lot 17)		1020.00

Total	\$ 1490.00
-------	------------

10. <u>Rental Value per Year:</u>	lot 16	\$ 50.00
	lot 17	\$ 420.00

11. Fire Insurance on Buildings:

(List amount on each building):

Store building (lot 17)	\$ 1600.00
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.....	\$
-------	----

.....	\$
-------	----

.....	\$
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12. Documents in Support:

(a) Photographs:

(b) Deeds

No. 146630E.
No. 146629E.

(c) Agreements to Purchase

Ernest Griffin to Ryutaro Nakagama, 1941.
Ernest Griffin to Ryutaro Nakagama, 1941.

(d) Leases

(e) Insurance Policies

(f) Correspondence

North West Fire Ins. Co. Policy No. 205775.

Statement of sale of lots 16 & 17.

(g)

(h)

Parcel 2:- (Add additional sheets if necessary)

(Give exactly the same information as in paragraphs 5 to 12 above)

13. SUMMARY OF LOSSES ON REAL PROPERTY:

Parcel 1	\$ 2480.00
Parcel 2	\$
Parcel 3	\$
Parcel 4	\$

TOTAL:

\$2480.00

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
2 tables	1937	\$ 15.00	\$ 10.00	
8 chairs		20.00	15.00	
2 clocks			30.00	one clock sold Ch. 1/1/40
1 bed sofa	1937	45.00	30.00	released
1 4x6 bed			35.00	
1 bureau		100.00	20.00	
1 mirror stand			25.00	
1 carpet	1940	45.00	30.00	released
1 light stand		15.00	15.00	
1 dinner set	1937	150.00	100.00	released
1 stove	1940	100.00	70.00	
1 heater	1937	40.00	20.00	
		Total	\$400.00	

(ADD ADDITIONAL PAGE IF NECESSARY)

(IF CLAIM FOR VESSEL DESCRIBE ON SEPARATE SHEET NUMBERED 6 A)

**PAYMENTS RECEIVED FROM CUSTODIAN ON
PERSONAL PROPERTY**

<u>Item:</u>	<u>Year:</u>	<u>Month:</u>	<u>Amount.</u>
(No payments received on goods claimed)			nil.

Total: \$ nil.

Total Claim for Personal Property	\$ 400.00
Deduct Payments from Custodian	\$ <u>nil.</u>
Net Loss on Personal Property	\$ <u>400.00</u>

I Certify the above to be True and Correct.

Chas. H. Smith
Witness

R. Nakayama
Signature of Claimant.

1
CASE NO. 710.

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E
(MIS HONOUR JUDGE L. R. STACK, SUB-COMMISSIONER).

10

Lethbridge, Alberta,
September 23rd, 1948.

IN THE MATTER OF THE CLAIM OF
RYUTARO NAKAGAMA.

PROCEEDINGS AT HEARING.

20

APPEARANCES:

G.E.A. RICH, Esq., K.C.,

appearing for the
Dominion Government.

W.S. RUSSELL, Esq.,

appearing for the
Claimant.

MISS LILLIE THOMAS,

Secretary.

D.J. HANFORD, Esq.,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30

2
R. Nakagawa,
In Chief.

THE SECRETARY: Case No. 710, Ryusaku Nakagawa.

KYUTARO NAKAGAWA, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. RUSSELL:

Q Mr. Nakagawa, I am showing you a summary of evidence
in support of claim. You are familiar with the
contents of this document? A: Yes.

Q It was prepared from information supplied by
you and under your own direction? A: Yes.

Q This is your signature at the end of the document?
A Yes.

Q And you swear the contents are true to the best
of your knowledge, information and belief?
A Yes.

MR. RUSSELL: I will put that in as an exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. RUSSELL: Sir, in this particular claim, in order
to make the proof of claim coincide with the summary
of evidence, which is his present claim, there is
an amendment of real property to \$2450.00. There
is no change in the personal property claim.

Q Mr. Nakagawa, you are claiming for two separate
parcels of land, is that not right?

A Yes.

Q And you, I believe, purchased these under an
agreement for sale? A: Yes.

Q What was the purchase price of Lot 16, in Block
3, Section 10, for which you are claiming?

A The two lots were adjoining and the amount for the

3
R. Nakagawa,
In Chief.

whole concern was \$4500.00.

MR. RUSSELL: I have two agreements for sale which corroborate that. I don't think it is necessary to put them in.

THE SUB-COMMISSIONER: Very well. The purchase price of both properties was \$4500.00?

MR. RUSSELL: Yes. That is Lots 16 and 17.

MR. RICE: I notice one here, the purchase price on the summary is \$2500.00, and nothing is mentioned for the other.

10

MR. RUSSELL: Lot 16, according to this agreement, the purchase price was \$2000.00, and Lot 17, according to this agreement of sale, the purchase price was \$2500.00. Both of these agreements were entered into between the claimant and Mr. Ernest Griffin on the 9th of October, 1941.

Q Did you carry any insurance, Mr. Nakagawa?

A Yes.

Q What did you insure, what building?

20

A The house and the store.

Q Do you remember what the insurance was on the house?

A \$1000.00 on the house and \$2000.00 on the store.

MR. RUSSELL: I will ask my learned friend to produce the tax notice for 1942.

MR. RICE: There are two notices. One for Lot 16 showing an assessed value of land, \$300.00, improvements, \$1520.00, and the taxable value of \$1860.00; and for Lot 17, the assessed value of the land, \$450.00, improvements, \$760.00, and taxable value, \$630.00. These statements are

30

A
B. Nakagawa,
In Chief.

from the Corporation of the Township of Richmond
for the year 1942.

MR. RUSSELL: I will put those in.

(STATEMENTS MARKED EXHIBIT NO. 2).

MR. RUSSELL: That is all, sir.

MR. RICE: I am submitting, your Honour, that the real
estate was sold for its fair market value.

10 I am submitting that the chattels sold by the
Custodian were sold for their fair market value.
I am submitting that if there are any chattels
for which the Custodian is responsible for that
the claim made for the same by the claimant is
exorbitant.

I wish to tender as an exhibit an analysis of
personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 3).

MR. RICE: I wish to tender as an exhibit an appraisal
by Goulthard, Sutherland & Company Limited. This
reads as follows:

20 "This property is #61 and 63 Moncton Street,
rented to B.H. Reiston, two lots, i.e., Lot
16 except the E. 15' and also lot 17.

"#63 building, 24 x 50' one storey, frame,
operated as meat shop, store front. Exterior -
wall painted. Interior - finished in V-joint,
clean and well painted, floor very poor, sagged
and bulged, indicating foundations gone. Rear
14' newly added and put on concrete foundation.
Roof good. Plumbing - sink and toilet; city
light and water, stove heated, poorly laid out

30

5
R. Nakagawa,
Cross-Exam.

and constructed. Good location.

"Building 1020.

"Store lot 200.

"Vacant lot 170.
1490."

(APPRAISAL MARKED EXHIBIT NO. 4)

10 MR. RICE: I tender as an exhibit, your Honour, a real property summary and claim and a personal property claim. I may say that fire destroyed part of these premises, the insurance was adjusted, and these summaries set that out.

(DOCUMENT MARKED EXHIBIT NO. 5).

CROSS EXAMINATION BY MR. RICE:

Q I show you a J.P. form, dated the 15th of April, 1942 (indicating); is that your signature that is on that document?

A: Yes.

MR. RICE: I tender that as an exhibit, your Honour.
(J.P. FORM MARKED EXHIBIT NO. 6).

20 MR. RICE: Q: On the 21st of May, 1942, you leased your property, that is, Lots 16 and 17 in Block 3 to Wong San for \$15.00 a month?

A Yes.

Q And on the 21st of May, 1942, you sold to Wong San certain store fixtures mentioned in the agreement?

A: Yes.

Q I show you a copy of a bill of sale and would ask you to look at the chattels referred to on the first page there and tell me whether these are the chattels that you agreed to sell to Wong

30

6
B. Nakagawa,
Cross Exam.

San for \$600.00?

A: Yes.

Q And that document is a copy of the bill of sale you made with Wong San for the sale to him of those articles?

A: Yes.

MR. RICE: I tender the document, your Honor, as an Exhibit. It is a copy of the bill of sale made between the claimant and Wong San.

(BILL OF SALE MARKED EXHIBIT NO. 7).

MR. RICE: Q: I show you a release form dated the 7th of June, 1944 (indicating) is that your signature on that document?

A: Yes.

MR. RICE: This release, your Honor, releases the Custodian from any claim respecting one new carpet, 12 x 16, one chesterfield sofa, 1 box about 2 x 4 containing dinner set, 1 box about 2 x 4 containing pots and pans, 1 mattress 4 x 6 and 1 coil bed spring 4 x 6. I tender that as an exhibit.

(RELEASE MARKED EXHIBIT NO. 8).

MR. RICE: Q: The repairs to your store building on Lot 17 were on account of a fire that had taken place there?

A: The insurance company, I presume, made those repairs; I am not familiar with that.

Q Well, I thought you were claiming for the repairs, and the repairs on Lot 17 amount to \$100.00, no, perhaps it is on the whole. There is \$470.00 repairs that you are claiming for?

A Those are different repairs.

Q Well, you were paid that, were you not, by the insurance company? You got the credit for it,

R. Nakagawa,
Gross-Exam.

at least?

A: Yes, I

repaired it since I bought the place.

Q When did you buy the place?

A: That is

apart from the insurance.

Q This is apart from the insurance? A: Yes.

Q How many clocks did you own? A: Three.

Q Where were they located? A: There was

one in the store, there was one upstairs in Mrs.

Sogawa's -- there were two upstairs in Mrs. Sogawa's.

10 Q Two upstairs in Mrs. Sogawa's. What kind of clocks
were they?

A: The one

in the store was a pendulum clock and the others,
the cases were made of wood.

Q The one that you had in Mrs. Sogawa's, what did
that cost you?

A: These were

wedding presents, so that I am not sure of the
purchase price.

Q You did not declare to the Custodian that you had
clocks at Mrs. Sogawa's, did you?

20 A I don't remember clearly whether it was registered
or not.

Q As a matter of fact, for the record, I would point
out, your Honour, that apparently the bed sofa
claim, \$30.00, the carpet claim, \$30.00, and the
dinner set claim \$100.00, were released by the
claimant.

RE DIRECT EXAMINATION BY MR. RUSSELL:

Q This is Exhibit 8 I am showing you, the release
which was filed by my learned friend. There are

8
R. Nakagawa,
No Direct.

some item listed on this release for which you purported to release the Custodian. If you will just read this list to him. Now, in your summary of evidence you have claimed for a carpet bought in 1940 valued at \$30.00. Is this carpet the same carpet here (indicating)? Is that the same carpet or is it a different carpet? A: I think that is the same carpet.

Q It is the same carpet? A: Yes, it is the same carpet.

Q This chesterfield sofa here (indicating) and this bed sofa here (indicating) in your personal property claim for which you are asking \$30.00, are they the same article, or are they different articles?

A The same thing.

Q And this box containing the dinner set; is that the same dinner set as you valued at \$100.00 here?

A Yes, the same.

Q Well, did you receive these articles from the Custodian?

A No. Yes, they are the same, but I didn't receive them.

Q Did you receive any articles at all from the Custodian?

A No, I didn't receive any.

Q Did you receive any money for them?

A No.

THE SUB-COMMISSIONER: Why did he release them?

MR. RUSSELL: Q: Why did you release them if you didn't receive them?

A: These are the things I wanted sent to me.

MR. RUSSELL: I might point out, sir, that this is actually in the form of a request to the Custodian,

9
R. Nakagawa,
Re Direct.
Re-Cross-Exam.

sir, and at the bottom he says, "I agree to pay all charges as required by the British Columbia Security Commission," and it is a request to the Custodian to release certain items.

THE SUB-COMMISSIONER: His statement is that he did not receive them.

MR. RUSSELL: He did not receive them. That is all, thank you.

10 THE SUB-COMMISSIONER: Is that all, Mr. Rice?

MR. RICE: Just a moment, please, your Honour.

RE-CROSS-EXAMINATION BY MR. RICE:

Q You leased your place to Rolston, did you not, before you left?

A I believe that is the lease to him from Wong Sam.

Q You leased to Wong Sam and Wong Sam leased to Rolston?

A: Yes, I think so.

Q But/did you leave your furniture and chattels with when you left there?

A: The articles

that appeared on the lease were left with Wong Sam, and the other things were all left in the store.

Q Were left in the store?

A: Some in the

store and some in the house.

Q And you turned the store and house over to Wong Sam or leased it to him?

A: Yes.

Q And then Wong Sam, you say, sub-let to Rolston?

A Yes.

30 Q But I understood you to say awhile ago that you

R. Makagawa,
Re-Cross.

left some of the goods with Mrs. Segawa?

A Yes, some things.

Q How do you spell Segawa?

A: S-e-g-a-w-a.

Q Segawa?

A: Yes.

Q You never mentioned to the Custodian in any manner, or you never sent him any word to the effect that part of your goods were stored in Mrs. Segawa's home?

A No, I did not.

10 Q And your J.P. form makes no mention of having your goods and chattels stored in Mrs. Segawa's home?

A No.

MR. RUSSELL: Q: Mr. Makagawa, how was it you leased these lots to Mr. Weng San for only \$15.00 a month?

A I thought it was as well to have somebody in there to watch the place in case it was broken into and the windows broken and smashed and other damage done, in order to keep the place watched and intact.

MR. RICE: And in order to sell the chattels, I suppose, to Weng San for \$600.00.

MR. RUSSELL: That is all, thanks.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify that the foregoing is a true and accurate transcript of the Proceedings herein.

[Signature]
"F.R. HOWARD" Official Reporter.

I hereby certify that the foregoing transcript purports to be an accurate record of the evidence adduced before me.

30

JUE-COMMISSIONER.

Defense Brief

Ryutaro NAKAGAWA

Lethbridge, Alberta
September 23, 1948.

File No. 3871

Case No. 710

REAL PROPERTY CLAIM

1.

<u>Claim</u>	<u>Appraised at</u>	<u>Sold for</u>
\$3970.00	\$1490.00	\$1490.00

(Claim amended Trans. P. 2. L 20)

Witness: Appraiser - Coulthard of Coulthard, Sutherland & Co.

Property consisted of 2 lots 16 & 17, Blk. 3, Sec. 10
B3N/7W, Steveston Townsite.

Reports " 24 x 50' one storey, frame, operated as
meat shop, store front."

Values building at \$1020.00
Store lot 200.00
Vacant lot 270.00

(Only 2 tenders received, \$1000.00 & \$1400.00, the latter was raised to \$1490.00)

Submission: "That the real estate was sold or its fair
market value."

PERSONAL PROPERTY SUMMARY

2.

<u>Claim</u>	
\$400.00	(a) Goods valued at \$155.00 sold by auction for \$31.75

Witness - Auctioneer Thompson & Co.

Mr. Harris, attended auction
Mr. Wills, " "

These chattels were left in the home of S. Sogawa, 80 Moncton
St., Steveston, and were not declared by NAKAGAWA until 7th
June, 1944.

(b) Goods valued at \$245.00 were declared but not found.

These chattels were declared by Mrs. NAKAGAWA as being left
in her house at 81 Moncton Street (Lot 16 above). This house
was burned down on or about January, 14, 1943. No fire
insurance on chattels contained in the house.

Witness: S.M. Gibson, as to total loss of house.

Submission: "That the chattels sold by the Custodian were sold for their
fair market value and that if there are any chattels for which
the Custodian is responsible for, that the claim made for the
same by the claimant is exorbitant."

Summary of Witnesses

F.R. Coulthard	1
Thompson & Co.	2 a
G. Harris	2 a
W. Wills	2 a
S. M. Gibson	2 b