

3873

**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 INFORMATIONNAME: MOTOTSUNE TorasoHOME ADDRESS: P.O. Box 627, New Westminster, B.C. (Old Yale Rd.)REGISTRATION NUMBER 08110 SEX: M AGE: 47OCCUPATION: Boat Builder.

(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? YesNAME OF WIFE OR HUSBAND: KiyokoADDRESS OF WIFE OR HUSBAND: Old Yale Road, New Westminster, B. C.NAMES OF ANY LIVING CHILDREN: Sumi (F) Teruko (F) Takshi (M)Haruye (F)ADDRESS OF CHILDREN: Old Yale Road, New Westminster, B. C.AGE OF CHILDREN: 15, 13, 12, 9 yrs.**STATEMENT OF ALL REAL PROPERTY** (Each parcel must be mentioned and particulars given)1. LOCATION AND DESCRIPTION: Title NO. 145372E "Joint Tenants"All of 14.34 of the Northerly 1/3 of Lot 6, Group 2, SE of Vanc.-Victoria & Eastern Railway & Navigation Co. as shown on sketch
Municipality of Surrey.deposited No. 25005E in the district of New Westminster, B. C.2. BUILDINGS AND OTHER IMPROVEMENTS: Nothing whatsoever on it.3. INSURANCE (Give particulars; state where policies are) None4. TAXES (Amount and where payable) Land tax 26.00 Dyke tax \$23.00Municipality of Surrey, B. C.

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

None6. OCCUPANCY AND LEASES (If vacant so state) None Vacant

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

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. Wife--Kiyoko

9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION. Old Yale Road, Box 627, New Westminster, B.C.
5 roomed 2 storied wooden frame dwelling.

2. LANDLORD'S NAME AND ADDRESS. ~~Mr. Torazo Mototsune (declarant)~~

Same address. (Property is owned by: B. C. Electric Co.)
owns house.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID. \$15.00 per month

Paid up to date.

4. STATE WHEREABOUTS OF LEASE. None

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

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

STATEMENT OF PERSONAL PROPERTY OWNED:

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

See list attached.

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)

About \$263.00 owing to him in his Boat Building business. Declarant will mail a list of debtors to Custodian's Office, Vancouver, B.C.

See attached letter - sums only \$68.00 balance paid

See letter dated 3/1/42 attached declaration

See letter

19/7/47

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

None

8. BANK ACCOUNTS Royal Bank of Canada - #2194. \$367.32 Columbia St., New Westminster, B.C.9. LIFE INSURANCE Monarch Life Assurance Co., Vancouver Branch. \$5000.00

Pol. # P84737 20 yr. Endowment 5 yr. dividend Beneficiary-wife, Kiyoko.

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

REMARKS: Insurance Policy of 12 yr. old son--Manufacturers Life Insc. Co. \$1000.00 Takeshi Mototsune, No. 762152 Beneficiary Torazo Mototsune, father.

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.

(Signature)

T. Mototsune

Witness

FOR DEPARTMENTAL USE

MOTOSUNA Terase
Property belonging to the above named.

No. 08110.

1 Storage Battery
6-lane Vase.
Aluminum warever 1 Set
1 Barman
2 Cookie Cans
41 Tea-Cups
6 Tea-Pots
14 Cups and Saucers
46 Japanese Saucers
1 Heater
8 Chairs
1 Desk
1 Machine
2 Beds
1 Phonograph stand
1 Dresser
Odds and ends, Toys Etc.
Kitchen utensils.

1 Kitchen Stove
1 Japanese Mirror
2 Frying Pans
1 Picnic Can
1 Sugar Can
30 Dishes
2 Water Jugs
12 Mixing Bowls
11 Serving Trays
2 Tables
1 Piano
1 Gramophone
52 Records
2 Electric Lamps
1 Bookstand
1 Bicycle

to be left at house on Old York Rd.
New Westminster

3- Sold by auction 11/5/45 - Surrey

100 of dishes - sold
12/4/45 - Surrey

TRADE NAME - T. Motte
OWNER - Torazo Motokane

Custodian Japanese
Property Registration

BOAT BUILDER AND REPAIR SHOP

Saw set
chisels altogether
Hand brace
2 set auger bit
long auger bit
expansion bit and 1 1/2" bit
hand planer
big breast drill
small breast drill
file for wood
hand adze
nail puller
motor drill
big chisel
goose neck
square
drill chucks and socket
iron drill bit
nail set
angle square
Japanese square
hand saw
Japanese big hand saw
small Japanese hand saw
Japanese planer
axe
Japanese adze
cutting chisel
hand hammer
pipe stocks and dies
mechanic square
foot clamp
iron chisel
screw driver
fire extinguisher
torch
level
pipe tread cutter 1 set
screw die
cutting hammer
scraper
pan
soldering 1 set
electric parts

agril
small anvil
gas lamp
funnel
shovel
Japanese grass cutter
mattress
box
big iron block
small iron block
socket wrench
long test clamp
spoke shave
hexagon wrench 1 set
little planer
molding planer
machine planer
burr saw
sham saw blade
pointer jointer
motor
stationary engine 4 HP
wood lathe
rin saw
group saw
big round rin saw
post drill
pipe vice
iron bar
mill saw
peebie
saw vice
Japanese edge handle
iron clamp
boom chain
rail
track
cable 1/2"
3/4" cable
hand wrench
engine wrench
tent

x Taken into him

S. sold by Auction - 27/4/44 - 1100 v. 10.

Tools not named off may have been
included in "lots of tools" for complete
list see extract 24/4/44

TRADE NAME - T. Motte
OWNER - Torano Motetsuna

Custodian Japanese
Property Registration

BOAT BUILDER AND REPAIR SHOP

1. 5 wharves	200.00	omit - part of real estate
2 working shop buildings	1500.00	
4 big sky-lights	25.00	
electric wiring in working shop	45.00	
1 heater stove	10.00	
1 1/2" iron bar	22.00	
3/4" foot iron rod	64.00	
5 transmission for drum	3.50	
circular saw, shaft, and wheel and collar	15.00	
5 shaft collars	12.00	
5 transmission gear	2.50	
best anchor	3.00	
best wrench	25.00	
2 collars for drum	1.50	
universal joint	6.00	
1 inch washer	1.50	
1 wheel half	.50	
5 clutch for "Palmer Engine"	35.00	
brass iron	2.50	
very big brass stern bearings	65.00	
hangers 1/2" nuts	2.00	
5 galvanized bolts together	15.00	
5 galvanized bolt-nuts together	14.00	
5 galvanized wire-nails together	55.00	108.00
paints together	25.00	
best compass	7.00	
very thick glass	12.00	
coupling for boat shafts	2.50	
tank lug	2.50	
lead	4.00	
bearing for shaft	12.50	
pulley for engine fly wheel	4.00	
steering wheel	14.00	
propeller	84.00	
gas pipe	3.50	
bell for boat	1.75	
5 vacuum gas tank	.75	
water deck iron	1.75	
coupling boat shaft	2.50	
generator	5.00	
X pipe fitting altogether	(45.00)	not found
steering decks blocks	9.50	
X best canvas	15.00	
X 7 H.P. "Palmer Marine Engine" Sold for 160.00	275.00	
5 5 H.P. "Palmer Marine Engine"	175.00	
5 shafting and belting working shop	150.00	
5 1/2" iron or rod	5.50	
5 corking cotton	13.40	
5 3/4" galvanized pipe	2.50	
1 1/2" galvanized pipe	2.00	
gas tank	10.00	
fuel tank	2.00	
X 12 cedar vigging and 1/2" vigging	45.00	366.30
X 12 cedar tank side board only small quantity of blue stain	120.00	sold to Lawrence
X 12 cedar	45.00	015.00
X best lumber (5,250) ft. Sold for 200.00	525.00	sold
vices for working shop	2.50	
jack for car	.75	
screw jack	20.00	
chain block	15.00	
long clamp	1.50	
door clamp	5.50	
best hammer	3.50	
big pipe wrench	8.00	
5 wrench altogether	12.00	

INFORMATION FROM R.C.M.P.

Date

Sept. 13/43

No.

2873

Name

MOTO TSUNE

Toronto

(Surname in Block Letters)

Registration No.

08110

Male - Female
(check)

Age

Dec. 20, 1894

Address

P.O. Box 627, New West. B.C.

Evacuated

Apr. 20/42

Naturalized - Canadian-Born - National
(check)

As

40 Joe Macleod, Calgary, Alta.

General Delivery,
TAMER, ALBERTA
Aug 22/46

- Single
(check)

Name of Wife

Kiyoko #08111

Name of Husband

Mother

Name of Father

Children under 16

Sumi (F) Jan. 8/27 #1594

ko (F) Aug 8/28

Takeshi (M) Nov 4/29

Yumie (F) Feb. 5/33

and

POB

Registered with Custodian

(Yes or No)

Additional Information

Boat Builder

REAL PROPERTY SUMMARY

Files 3873, 4236

V.L.A. B.C. 547-9

JAPANESE NAMES: Torase MOTOTSUNE - - Reg. No. 08110
Kiyoko MOTOTSUNE - - Reg. No. 08111 Joint Tenants.

CATALOGUE NO: Part of The Director The Veterans' Land Act first offer.

PROPERTY ADDRESS: Old Yale Road, New Westminster.

LEGAL DESCRIPTION: All that portion of the 14.34 acre portion of the Northerly one third of Lot 6 Group 2 shown coloured red on sketch No. 2727A² which lies south east of the right of way of the Vancouver, Victoria and Eastern Railway and Navigation Company as shown on sketch deposited No. 25005-E, Municipality of Surrey, in the District of New Westminster.

TITLE: In the names of Torase and Kiyoko MOTOTSUNE - Joint Tenants.

INCUMBRANCE: Dyking charge.
Vesting in Custodian 24746, 6th October 1942.

ASSESSED VALUE: 1942 - 7.64 acres.
Land \$785.00
Improvements None Land Taxes \$26.10 Dyking Taxes \$23.00.

CLASSIFICATION: No report on file of inspection on behalf of the Custodian. The owner in JP form declared no crops sown and no buildings on land.

HISTORY OF ADMINISTRATION: This property was vacant at the time of evacuation and remained vacant until sold by the Custodian. No revenue.

SELL: To The Director The Veterans' Land Act for \$380.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS: Released to the Joint Account of Torase and Kiyoko MOTOTSUNE, were sale price \$380.00 less; debits of Certificate of Incumbrance \$1.00, taxes \$56.52, registration fee \$3.00, legal fee \$15.00, total \$77.52. Net amount released \$302.48.

TITLE: Included in C. of T. 170993-E and payment of consideration included in cheque to Custodian dated March 9th, 1944.

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

DATED December 21st, 1945.

IM:ML

Jlu.

BC-547-P
BC-1685-B

BC/547-P
BC/1685-B

Page 1

S.S. Form No. 43
(Sheet 1)

Farm Appraisal Report

File No. JL-576

Land Description All that ptn. of a 14.32 ac. pt. of N'ly 1/3 of Lot 6, Qp. 2.
Registered & shown 2787A & lying S.E. of Right-of-Way of V.V. & H. Hwy. &
Env. Co. Red on Sk. 25005E. Containing Calculated - 7.76 Acres
Roll shows - 7.64

Owner's Name MOTOTSUNE, Torano & Kiyoko Post Office Address South Westminister, B.C.

Nearest Rail Point New Westminister Distance 2 miles

Market Town " " Distance 2 "

Church (give denomination) All denominations Distance 2 "
MISSIONS NEARBY.

Nearest School South Westminister Distance 2 "

State how property was identified: Map, roads, neighbouring garage owner, Jacobs.

Roads: State whether property has access to main road, the kind of road and its condition. 506-5
On good hard-surfaced Scott Road.

Is this district a good one? Agriculturally not. Given to homesites of outside workers.

Employment opportunity Numerous. Industry New Westminister.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: None. Value \$

Water supply: None. Well easily obtainable. Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	X							
	X							
	X							
BARN	X							
	X							
BARN	X							
	X							
GRANARY	X							
	X							
	X							
	X							
	X							

Light available.

Total present day value \$ -

Total Value Buildings add to farm \$ -

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it habitable?

Describe the basement and chimneys:

No. rooms downstairs? Upstairs? How finished

Are buildings painted? Condition of paint

Distance from nearest bush

Note: Particular care must be taken when examining and reporting on foundations, sills and roofs.

ACRES	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
7.74	Level.	Solid deep peat.	Occasional trees, odd stump, hardhack.	75.	50.00	387.00
This is the flat across River from New Westminster.						
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. WET, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE

Total value of Land \$ 387.00

Total added by buildings to value of farm \$ nil

Total fruit trees add to value of farm (for use in orchard districts only) \$ nil

Total value of farm \$ 387.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Never cleared except for a 1.75 ac. ptn. facing on Scott Rd. which has been slashed but gone back to swamp hardhack.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
Not suitable for ordinary farming. Would offer a subsistence homestead.

Native weeds:

Only native peat land weeds which is inclined to be wet.

Give approximate detail and
amount of all annual taxes and
names of Taxing Authorities:

Surrey - \$26.01.

South Westminster Dykes - \$23.01.

3.54 acs. B. Classification.
4.10 " C. Classification.

Date: July 14, 1942.
Place: Chilliwack, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 11 day of July 19 42.

Inspector's Signature

"R. L. RAMSAY"

Note: (Use Form 43 (Sheet 2) in connection with this form.)

JL-576 - T.A K. MOTOMUNE Farm Appraisal Report

Remarks:

This is a piece of bottom land, which consists entirely of deep peat, decayed enough for growth of certain crops. It should grow corn, and carrots. Near holdings have pasture, garden and hay in. These are similar land. However the acreage is too small for a general farm and the place would be too late for ordinary market garden crops. It is entirely uncleared with exception of a little slashing, grown up again. The clearing is not heavy though undergrowth or hardwood would have to be held down very closely or clearing would get away again.

Ditching would be necessary, though there is no water lying on place at this season.

The place is situated close to town and will probably eventually offer a homestead to some worker who will keep 3 cows and run a good garden and perhaps a little raspberries. The frontage is narrow.

(LANDS ONLY)

REMARKS: re ge

of 1. Irrigation, drainage or dyking and reclamation.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

(Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

Present Value

NIL

\$

\$

\$

\$

\$

\$

\$

\$

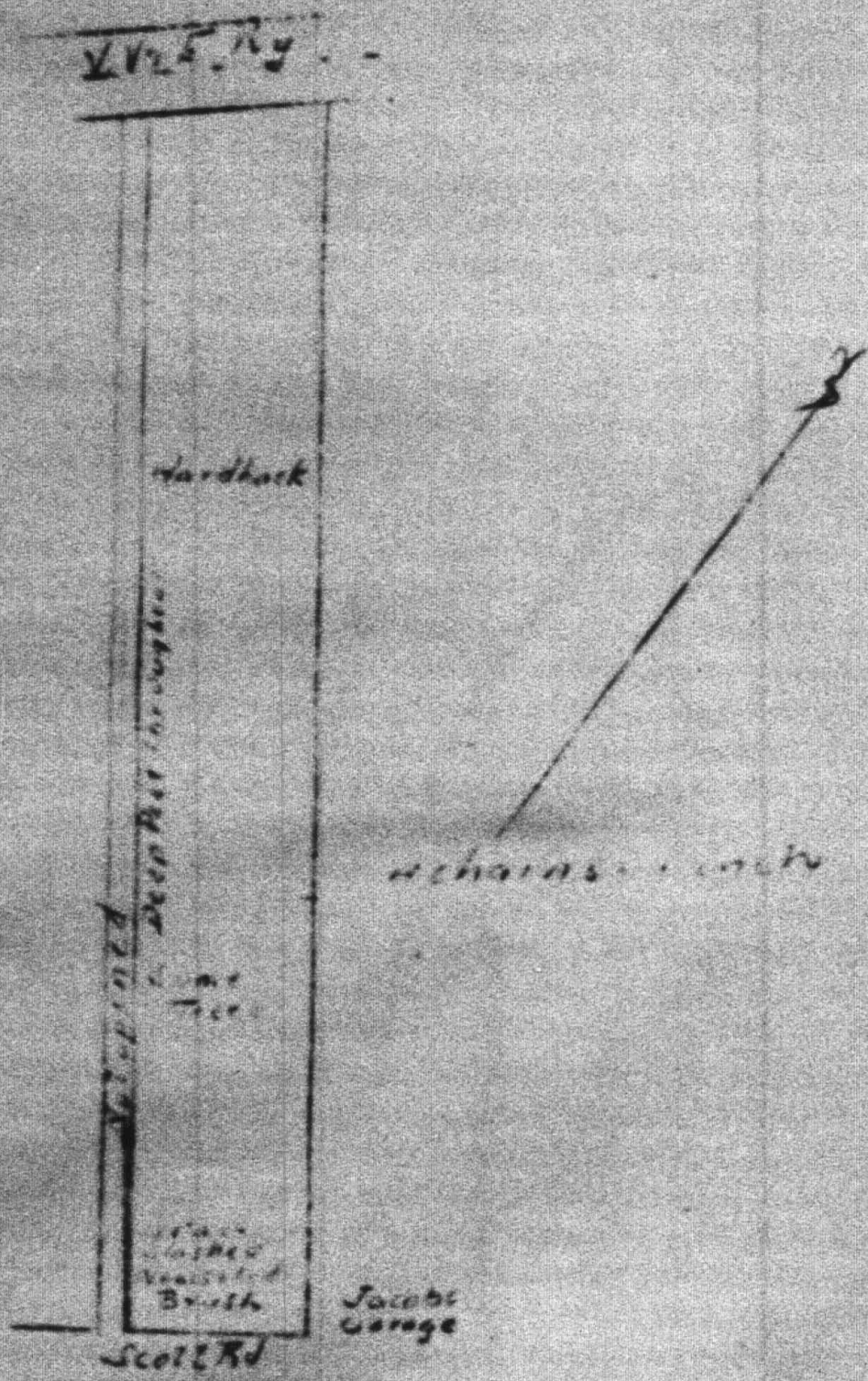
\$

Total \$

Amount fruit trees add to value of farm \$

Diagram of Property *Tv N Mototsune*

All that ptn. of a 14.34 acs. pt of E'ly 1/3 of Lot 6, Sp. 5,
Registered and shown on Map 2727A and lying S.E. of right of way of
V.V. & Mly and Nav. Co., Sec on Sk 250052



Following careful review of this appraisal report, it is my opinion that the present

value is \$ 350.00

Date 23rd July 19 42

"I.T. BARNET"

District Superintendent.

506-6
DATE 5th April 1948
FILED BY J. W. G. Hunter
711 3873
63

THIS AGREEMENT made in duplicate this eighteenth day of April, A.D. 1942.

BETWEEN

TORAZO MOTATSUMA^{NE}, of South Westminster in the Province of British Columbia, Boat-builder, hereinafter called

THE PARTY OF THE FIRST PART

AND

MIKE OLSEN, of South Westminster aforesaid, Fisherman, hereinafter called

THE PARTY OF THE SECOND PART

WHEREAS the Party of the First Part is the owner or lessee of a certain boat building and repair shed, with living quarters, situate on the South Bank of the Fraser River in the Municipality of Surrey, Province of British Columbia, more particularly known and described as forty five (45) feet frontage of the foreshore adjoining a portion of Lot four (4) District Lot three (3) Group 2, New Westminster District; and carrying on business under name of "T.MOTTO"

AND WHEREAS the party of the First Part is removing from British Columbia for an indefinite time;

AND WHEREAS it has been agreed by and between the parties hereto that during the period of time the Party of the Second Part shall be removed from the Pacific Coast, that the Party of the Second Part shall look after the aforesaid property of the Party of the First Part;

WITNESSETH that in consideration of the rentals to be paid by the Party of the Second Part as hereinafter set forth, and the mutual covenants and agreements herein contained, IT IS AGREED by the between the parties hereto as follows:-
1, THAT from and after the date hereof until the cancellation of this agreement, or until the Party of the First Part shall have returned to South Westminster, British Columbia, and resumed his occupation of Boat-builder, the Party of the First

after
R.O.S.

Part grants and leases unto the Party of the Second Part all these the aforesaid lands and premises; TOGETHER WITH all buildings thereupon erected, and also with all ways paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining.

2. The Party of the Second part covenants and agrees that during the currency of this lease he will pay the following rental or charges, but no other, namely to the British Columbia Electric Railway Company Limited, the sum of \$15.00 per month, commencing on the 1st day of May 1942. and to the New Westminster Harbour Board, the annual sum of \$25.00, payable on the 30th day of November, 1942.

3. That during the currency of this agreement the Party of the Second Part shall be entitled to use the said premises as he may see fit, and may sub-let if he should deem a sublease fit and proper in the circumstances.

4. The Party of the Second Part covenants that he will do nothing to jeopardize the present leases and rights of the Party of the First Part, during the currency of this agreement.

AND IT IS HEREBY that this agreement and everything herein contained shall be subject to any laws, rules or regulations that may now or hereafter be enacted affecting the property of Japanese in Canada or enemy aliens.

AND the Party of the First Part hereby further covenants with the Party of the Second Part, that should the Party of the First Part decide to sell his aforesaid plant, that the Party of the Second Part shall have the first right of refusal to buy the same.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED SEALED AND DELIVERED
in the presence of

(Sgd.) W.M. Gilchrist
New Westminster, B.C.
Solicitor.

(Sgd.) Torazo Mototsune

(Sgd.) Mike Olsen

Richard

as to Mr. E. F. Alexander, Asst. Sec., Office of Custodian, Japanese
Evacuation Section, 304 Fifth Street Building, Vancouver, B. C.
Your file No. 2873.

VANCOUVER, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

June 9, 1942

File 22-35/2

RECEIVED
JUN 10 1942

Mr. E. F. Glass,
General Secretary,
San Francisco, B. C.

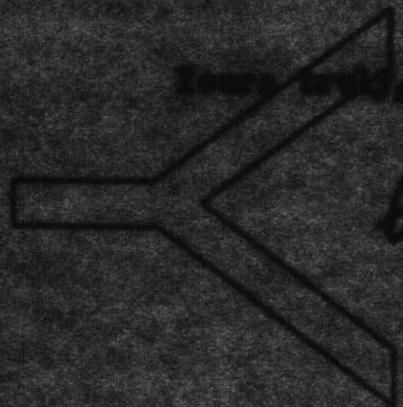
Dear Sir:

This is to confirm the agreement that Mr. E. F. Glass
of this office made with you under which it is agreed that the
Company will allow Thomas Robinson to collect our property in
South Vancouver to you.

I have received a copy of the letter which Mr. Robinson
gave to you from the Official Custodian. As you know Mr. Robinson
was leaving the property from us as a month-to-month tenancy and
consequently your address from his date as on that basis also.

Hoping that this is satisfactory to you, I am,

Yours truly,



A. E. Glass
General Secretary

287/2

MEMORANDUM FOR MR. ~~W~~ Richardson.

29th April, 1942.

B. C. Electric, Mr. Pervis PA. 1212 advises us that they had property leased to a Mr. T. Motto or T. Moto on the south shore of the Fraser River, at New Westminster. They understand this man has been interned, he has paid his rent up to the end of April which is \$15.00 a month, and has boarded up his premises. They would like to know what is to be done with the property. They tell us there is a winch and some tools, possibly other things on the property, and they are reporting this for your action.

Ken Kelly

Correct name.

Toreo Motatsuna.

COULTHARD, SUTHERLAND & Co., LTD.
ESTATE AND INSURANCE AGENTS
CAR FINANCING

EXHIBIT No 506-7 TELEPHONE 106
DATE 5th April 1948
FILED BY J. W. G. Hunter

609 COLUMBIA STREET,
NEW WESTMINSTER, B. C.

Your File: 5875.

August 28, 1944.

Office of the Custodian,
Royal Bank Building,
VANCOUVER, B.C.

Attention Mr. Green.
RE: Terago MOTOTSUNE.

EVACUATION SECTION	
Rec'd	<u>AUG 29 1944</u>
File No.	<u>3875</u>
Ans.	<u>JAG</u>
Referred	<u>Green</u>

one to Gibson

Dear Sir:

As requested in your letter of August 21st the writer has made an examination of the property of the above Japanese and wishes to report as follows:

There is one boat house (60' X 28') built of scrap lumber and is in a dilapidated condition using for a foundation an old scow which is entirely disintegrated and has partly collapsed throwing the whole building out of line. Alongside this building is an old shed and set of ways, one dwelling (16' X 40') in good condition and built on cedar logs also a certain amount of decking and walks.

VALUATION:

Boat house	\$250 00
Dwelling	430 00 <i>made 215</i>
Decking etc.	100 00
	<u>\$780 00.</u>

215
565.00

As instructed in your letter we have not taken into account the land or any equipment.

Trusting this is the required information,

Yours very truly,

COULTHARD, SUTHERLAND & CO. LTD.,

F. H. Coulthard
F. H. Coulthard.

COULTHARD, SUTHERLAND & Co., LTD.
ESTATE AND INSURANCE AGENTS
CAR FINANCING

TELEPHONE 106

609 COLUMBIA STREET,
NEW WESTMINSTER, B. C.

19th. February, 1945.

File #3873

The Office of the Custodian,
Vancouver, B.C.

Dear Sirs:-

Re Toraco MOTOZUNE

On checking our appraisal on the above property at South Westminster we find there has been a great deal of sand pumped on this property during dredging operations carried on in the river. The dwelling was valued at \$450.00 and we now suggest that this be cut to \$215.00. The old boat shed and decking was at the time of appraisal valued as scrap, and the writer can see no justification for alteration of the figure placed on this portion of the holding.

Yours very truly,

Coulthard, Sutherland & Co. Ltd.

F. H. Coulthard
F. H. Coulthard.

43
21

4a 506-8

To be returned
to the Secretary

JOHN GOULD

Marine Surveyor and Appraiser
VANCOUVER, B. C.

CABLES:
"GOULD" VANCOUVER, B. C.

TELEPHONE:
PACIFIC 9046

No. 16.

Machinery.
Survey Report

EXHIBIT No. 506-8
DATE Sept. 27/43
FILED BY S. J. Brindley

To whom it may concern:

Owner.	Motosume Boat Works, Old Yale Road. New Westminster, B. C.
Engine.	Gasoline.
Make.	Palmer.
Age.	1927 approximately.
H.P. & No. of Cyls.	7 H.P. 1 Cyl.
Carburettor.	Schebler.
Clutch.	Complete, in case.
Shafting.	None.
Remarks.	Very dirty but not rusty.
Valuation.	One Hundred sixty (\$160.00) dollars. As is.

August 18th, 1943.
Vancouver, B. C.

John Gould
Marine Surveyor.

Files: 3873
4236

February 24, 1948.

REAL PROPERTY MEMORANDUM

JAPANESE NAMES:

Torazo MOTOTSUNE - - Reg. No. 08110
Kiyoko MOTOTSUNE - - Reg. No. 08111 Joint Tenants

VETERANS' LAND ACT TRANSACTION:

One Real Property, being:

All that portion of the 14.34 acre portion of the Northerly one third of Lot 6 Group 2 shown coloured red on sketch No. 2727 "A" which lies south east of the right of way of the Vancouver, Victoria and Eastern Railway and Navigation Company as shown on sketch deposited No. 25005-E, Municipality of Surrey, in the District of New Westminster.

SOLD FOR:

\$380.00

ASSESSMENT:

Land.....\$785.00
Improvements.. None

Total \$785.00

ATTACHED HERETO:

1. Appraisal Report
2. Certificate of Encumbrance
3. Registered Owner - Torazo MOTOTSUNE is claiming on behalf of other registered Owner - Kiyoko MOTOTSUNE.
4. Statement of Sale to V.L.A.
5. Statement of Custodian Account
6. Real Property Summary
7. Assessment Notice

W. Shuston

W. D. BOWDEN
MANAGER

TELEPHONES: 771 AND 772
CODES: BENTLEY'S

WESTMINSTER TRUST COMPANY

HEAD OFFICE

NEW WESTMINSTER, B. C.

July 27th, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUL 28 1942

PLEASE ADDRESS ALL COMMUNICATIONS
TO THE MANAGER

The Manager,
Office of the Custodian,
506 Royal Bank Building,
Hastings and Granville,
Vancouver, B.C.

Attention Mr. Green.

File No. 3873.

Re: Torazo Mototsune #08110.

Dear Sir:

I have completed the checking of the tools and equipment owned by the above and stored in his boat house and shed and everything appears to be there except one item "Pipe Fitting altogether," valued at \$46.00, which I understand he sold to his brother.

Mr. Norman, who has been left there by the Mr. Olsen, who has leased the boat house from Mototsune, has a key to the shed where the most of the articles are stored. It is his key and fits the padlock left on the door by Mototsune, so I am getting a new padlock and keeping the keys as it will be hard to keep a check on the tools etc., if anyone else is allowed access to them.

I have been unable to see a copy of the lease, which Mr. Mototsune gave to Mike Olsen so cannot say whether he or the man he left in charge has a right of entry to the shed. Perhaps the lease has been registered with the Custodian, in which case the information will be in your hands.

Also I gave Mr. Arnold permission to live in Mototsune's house and went in and made a complete check of the effects left in there, the list of which is attached. The house had been boarded up and had not been tampered with. Mr. Arnold is also getting a dog to tie in the shed at night as suggested in my letter to you of June 26th. With these arrangements, I am confident that the place will be well taken care of and being a bachelor, Mr. Arnold will only be using two rooms and the furniture will be quite safe under his care.

Yours truly,
WESTMINSTER TRUST COMPANY.

W.D. Bowden.
Manager.
Per. *ABK*

ABK:W.

B.C.'s OLDEST PROVINCIAL TRUST COMPANY

INCORPORATED 1904

*note Norman
and Arnold are
the same person
- this is his name
in name of the part
of Westminster Trust
(1. July 31/42)*

Advertisement appearing in the New Westminster
British Columbian on 14th March, 1945.

BOAT REPAIR SHOP and DWELLING FOR SALE BY TENDER

The Secretary of State of Canada and/or Custodian offers for sale by tender such interests as are vested in him in the following:

- PARCEL A:** A Boat Building and Repair Shed and Docking, situate on the South Bank of the Fraser River, adjoining a portion of Lot 6, D.P. 1, Group 1, New Westminster District, near the Pacific Bridge, formerly occupied by Varian McLennan, who carried on business under the name of V. Mota.
- PARCEL B:** Dwelling built on cedar logs, 12x10, situate alongside the Boat Building House referred to in Parcel A.
- PARCEL C:** Being a combination of Parcels "A" and "B" in order that the purchaser may operate the Boat Building Shop and Docking.

Tenders will be received by the undersigned up to Noon (Pacific Daylight Saving Time) on the 4th day of April, 1945, subject to the following terms and conditions:

1. Each tender must be for one of the parcels.
2. A certified cheque payable to the order of the Secretary of State or Custodian for ten per cent (10%) of the amount offered must accompany each tender. The deposit will be forfeited as liquidated damages if the tender is accepted and not completed by the purchaser immediately upon his being required to do so by the Custodian.
3. Each tender must be in a separate sealed envelope, addressed to The Office of the Custodian, 505 Royal Bank Building, 915 West Hastings Street, Vancouver, B. C., and each envelope must be marked on the outside "Tender for Boat Repair Shop".
4. The balance of the purchase price shall be paid in cash.
5. All adjustments shall be made as of the date of the conveyance.
6. The assets are offered for sale subject to any existing leases and encumbrances, if any.
7. The Custodian reserves the right to cancel any accepted tender and to return the deposit at any time prior to delivery by him of the transfer.
8. No warranty is made as to the quantity, quality, state of repair or condition of the assets.
9. The purchaser must make arrangements with the owner of the land to lease or remove the buildings from their present location.
10. Neither the highest nor any tender will necessarily be accepted. Permission to inspect the buildings may be arranged by application to the undersigned, during office hours any day up to noon on the 3rd day of April, 1945.

DATED at VANCOUVER, B. C., this 16th day of March, 1945.

British Columbian
14-3-45

THE CUSTODIAN
505 Royal Bank Building,
VANCOUVER, B. C.

W. D. BOWDEN
MANAGER

TELEPHONES: 771 AND 772
CUBER BENTLEY'S

WESTMINSTER TRUST COMPANY

HEAD OFFICE

NEW WESTMINSTER, B. C.

October 13, 1944.

PLEASE ADDRESS ALL COMMUNICATIONS
TO THE MANAGER

Rec'd	OCT 14 1944
File No.	
Ans.	
Replied	

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

Attention: Mr. Green.

Dear Sir:

Re: Torazo Mototsune
File No. 3873

I have to day received a bid from Mr. E.A. Norman of \$200.00 for the float house situated on B.C.E. property at South Westminster.

He had an original bid in for \$150.00 which I understand was turned down by your office owing to the valuation having been put at a much higher figure. I advised Mr. Norman to raise his bid \$50.00 which I consider a fair offer for the building. There are factors entering into the value of this float house which may have been overlooked when it was valued. The B.C. Electric give I believe only a yearly lease so that the person buying the house has no guarantee that he may have to move it off the property and as it is really above high water mark, there is no knowing what condition it is in when put in the water again.

Mr. Norman would have to make arrangements with Mike Olsen, who leases the boat house and who pays the ground rent, as to his share of same.

Yours very truly,
WESTMINSTER TRUST COMPANY

W.D. Bowden

Manager
Per.

ABK:

*Turned down by Mike
Olsen has first right
of refusal - no answer
from W.D. Norman
offer in any case made to*

P.O. Box 248
New Westminster

Oct 13/44.

To

Custodian of Enemy Property.
Vancouver B.C.

Dear Sir

I hereby tender a sum of \$200.⁰⁰
for the float house belonging to Japanese
situated on Collective property at South Westminster

Yours truly

C. A. Norman

P. O. Box 245,
New Westminster, B.C.
May 20 - 44.

To The Custodian
Of Enemy Property
Vancouver, B.C.

Dear Sir:

I wish to buy the Fleet house belonging to
T. Mottotsune, situated on Old Yale Road, South Westminster,
B. C.
I will give One Hundred And Fifty Dollars
\$ 150.- for said property.

Yours truly,

Ed. Norman.

E. A. Norman

March 22, 1945.

The Custodian's Office,
Department of the Secretary of State
of Canada,
Vancouver, B. C.

Dear Sirs:

Re: Torazo Mototsune, boat shop and dwelling.

My offer for Parcel "A":- Boat shop and repair shed decking \$350.00
My offer for Parcel "B":- Dwelling on logs situated alongside \$225.00
Parcel "C":- A combination of "A" and "B". \$575.00

I will buy Parcel "A" without Parcel "B", but I don't want Parcel
"B" without Parcel "A".

Yours very truly,

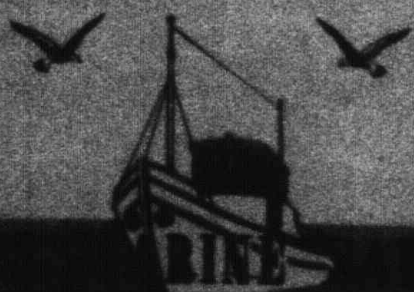
M. B. Olsen.

Gen. Del. New Westminster, B. C.

M. B. Olsen Tender.

No insurance
rent & harbor dues payable by Olsen } ∴ no adjustments

Home Olsen N.W. 450 L.I.



EVACUATION SECTION	
Rec'd	APR 4 1945
File No.	
Green	

404
COLUMBIA STREET

LIMITED
MARINE ENGINES, PARTS AND ACCESSORIES
TELEPHONE "GP" 1726

NEW WESTMINSTER, B.C.

"C"

April 3, 1945.

Custodian of Enemy Property,
675 W. Hastings St.,
Vancouver, B. C.

Dear Sir:

This letter is in regard to our telephone conversation on April 2.

We have seen the building of Moto Shipyard, South Westminister. This building is beyond repair and the tracks of the ways are covered with sand, approximately two feet deep in places. The house has one old man living in it at the present time.

There is not much in there but it could be used as a store room.

My offer for all buildings on that property and have the right for the lease is \$200.00 for which I am enclosing a cheque.

Yours very sincerely,

ROY GENEROUS MARINE SALES & SERVICE LTD.

R. Generous
R. Generous
MANAGER.

RG:EW
Enc.

The house was
promised over to
the property
by the shipyard

3298

417 - 6th AVENUE

NAS Westminster

Feb. 3/44.

Mr. Kennedy

Westminster Trust Co.

NAS Westminster.

To making of parcel of tools & equipment

at

Boat works, South Westminster

314 Teal St. Queensland.

Buddhist Temple, NAS Westminster.

10⁰⁰/₂₄

OK. *[Signature]*

[Signature] H. Lane.

Re 926 3873. J. Motoyune. 7.50

• 7718 Y. TAINAKA. 2.50

MEMORANDUM

File No. 3873

February 9th, 1945.

TO: Mr. H. F. Green

FROM: Mr. W. J. Iverson

RE: Torazo MOTOTSUNE, Reg. No. 08110

The point at issue in the final liquidation of this property seems to be the matter of Japanese equity in the buildings erected on land owned by the B.C. Electric Railway Co. You will remember that we obtained a valuation on these buildings which was apparently very high in the first place, and that we had an offer from Mr. Norman of \$200.00 for the dwelling place.

According to an agreement between MOTOTSUNE and Mr. Mike Olsen, the latter was to have the first right of purchasing all the boat buildings, but apparently he has decided not to exercise this right. However, before the valuation could be reviewed it would have to be considered in relation to MOTOTSUNE's lease from the B.C.E.R. and I therefore got in touch with their Land Department through Mr. Yates, their New Westminster manager, and was advised that Mike Olsen had no intention of taking over MOTOTSUNE's lease, and was only on a monthly tenancy. Reference to a copy of a letter from the B.C.E.R. to Mike Olsen, dated June 9th, 1942, states that MOTOTSUNE was only leasing the property on a month to month tenancy, and further, reference to the agreement between MOTOTSUNE and Mike Olsen, dated April 18th, 1942, seems to cover only whatever rights MOTOTSUNE had with the B.C.E.R.

It would seem therefore that this is a matter for the Legal Department to decide whether MOTOTSUNE has any equities to value, particularly as the B.C.E.R. state that they would just as soon not rent the property, as it seems (they say) to be developing into a shack town.

In conclusion it may be noted that sand has been pumped on to this property which used to be covered at high water, and the dwelling place is therefore now on dry land. Notwithstanding, I do believe that Mr. Norman would be willing to pay \$200.00 for the said dwelling place and take the risk of the B.C.E.R. ordering him off. The B.C.E.R., on their part, are apparently not certain as to their position in regards to the buildings.

WJ:LEW

[Handwritten signature]

*has but Japanese has no equity
only B.C.E.R. acknowledge same. but
the try to do.
later determination since 20/1/44
largest loss by bulldozing but
as it is again*

McKENZIE LUMBER COMPANYWHOLESALE AND RETAIL
LUMBER AND BUILDING SUPPLIES

NEW WESTMINSTER, B.C.

March 8, 1944.

Mr. Kennedy,
of West. Trust Co.
City.EXHIBIT No. _____
DATE _____
FILED BY _____

Dear Mr. Kennedy:

I inspected the Lumber at
South Westminster, and find it has an approximate
value, as follows:

1x4 Cedar Flooring	3/16'	-	460' @ 35¢	-	161.00
1x3 "	4'	-	16' @ 30¢	-	4.80
1x4 Fir Njt	3/16'	-	22' @ 30¢	-	6.60
1x3 Fir Flooring	3/16'	-	7' @ 30¢	-	2.10
5/8x3 Cedar Njt.	3/16'	-	466' @ 25¢	-	116.50
3/8x3 "			7' @ 25¢	-	1.75
1/2x2 Spon bark.	R.L.		75' @ 25¢	-	18.75
1x2 Bending Oak			5' @ 25¢	-	1.25
					<u>\$49.28</u>
Total					

Yours very truly
J. McKenzie

4x506-9

TELEPHONE, TTY AND TAD
CROSS-KEYING

WESTMINSTER TRUST COMPANY

HEAD OFFICE

NEW WESTMINSTER, B. C.

June 1st. 1943.

PLEASE ADDRESS ALL COMMUNICATIONS
TO THE MANAGER

EVACUATION SECTION	
Rec'd	JUN 2 1943
File No.	
Ans.	
Referred	<i>Guar</i>

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

EXHIBIT No. _____
DATE _____
FILED BY _____

Re: Torazo Mototsune
File No. 2373.

boat lumber

Dear Sir:

I have had the lumber appraised by the
Appraiser suggested by Mr. Coulthard and he puts a
figure of \$200.00 on it.

The offer I received from Nelson Brothers
was \$100.00 and on submitting the new price to them they
still cannot see more than \$100.00 value in it to them.

Do you wish me to advertise this lumber
for sale at the price of \$200.00.

Your instructions in this connection
would be appreciated.

Yours very truly,
WESTMINSTER TRUST COMPANY

W.D. Bowden

Manager.
Per.

W.D. Bowden

ABK:

*L. C. R.
By Kingston*

JOHN GOULD

Marine Surveyor and Appraiser
VANCOUVER, B. C.

BARLER:
"GOULD" VANCOUVER, B. C.

TELEPHONE:
PACIFIC 9046

No. 15.

Machinery.
Survey Report

EXHIBIT No. 2
DATE _____
FILED BY _____

To whom it may concern:

Owners.	Motosume Boat Works. Old Yale Road, New Westminster, B. C.
Engine.	Gasoline.
Make.	Palmer.
Age.	1913 approximately.
H.P. & No. of Cyls.	5 H.P. 1 Cyl.
Carburettor.	Schebler.
Clutch.	Complete, in case.
Shafting.	None.
Remarks.	Very dirty but not rusty. Type obsolete.
Valuation.	Sixty (\$60.00) dollars. As is.

August 18th, 1943.
Vancouver, B. C.

John Gould
Marine Surveyor.

179.00

JOHN GOULD
Marine Surveyor and Appraiser
VANCOUVER, B. C.

CABLES:
"GOULD" VANCOUVER, B. C.
TELEPHONE:
PACIFIC 9046

No. 16.
Machinery.
Survey Report

To whom it may concern:

Owner.	Motosune Boat Works. Old Yale Road. New Westminster, B. C.
Engine.	Gasoline.
Make.	Palmer.
Age.	1927 approximately.
H.P. & No. of Cyls.	7 H.P. 1 Cyl.
Carburettor.	Schebler.
Clutch.	Complete, in case.
Shafting.	None.
Remarks.	Very dirty but not rusty.
Valuation.	One Hundred sixty (\$160.00) dollars. As is.

August 18th, 1943.
Vancouver, B. C.

John Gould
Marine Surveyor.

3872.
Joffey
auth to Mototsune
INVENTORY OF FURNITURE IN HOUSE BELONGING TO TORAZO MOTOTSUNE

In the Kitchen:

- ✓ 1 ~~Kitchen Range~~ D
- Pots & Pans
- Kettle
- ✓ 1 Tea Pot
- 1 Gas Can
- 1 Dish Pan
- 2 Lanterns
- 1 Stool

- 4 Boxes Empty Whistle Drinks
- 1 ~~Kitchen Table~~ D
- 1 Kitchen Cabinet
- 1 Chest of Drawers
- 1 Clothes Dryer
- 1 Small Wall Cabinet
- 2 Chairs

In the Living Room:

- ✓ 1 ~~Roll Top Desk~~ (Locked) =
- ✓ 4 ~~Chairs~~ 25
- 1 Arm Chair
- 1 ~~Reclining Chair~~ s
- ✓ 1 ~~Piano & Stool~~ (Piano Locked) s
- ✓ 1 ~~Heater~~ makes to be fixed

- 1 Gramophone s
- 2 Benches
- 1 ~~Wall Clock~~ s
- 1 Model Boat
- 1 ~~Floor Covering~~ D

In the Bedroom:

- ✓ 2 ~~Iron Beds & Springs~~ (No Mattresses) s
- ✓ 1 Wooden Bunk Bed
- 2 ~~Clothes Closets~~, one with a few clothes
- ✓ 1 ~~Chest of Drawers~~ s
- 1 Child's Doll Pram

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
NOV 11 1942

(under date Nov 2/42.)

Stored Upstairs:

- 1 Ironing Board
- 4 Window Frames & Glass
- Some Pictures
- 1 ~~Desk Lamp~~ s
- 1 Small Cupboard
- Books
- 2 Bundles

- 1 Fishing Rod
- 1 ~~Iron Bed & Mattress~~ D
- 4 Boxes of Dishes
- 1 Box with dolls in
- 2 Boxes kitchen utensils
- 2 Pr. Rubber Boots
- 1 Quilt

Apart from the equipment in my Boat-Building Shop, this is all my property in the restricted area of British Columbia.

Signed T. Mototsune

This list is in order.

*S - Sold by auction 22/3/44 Surrey 3
D - Discarded*

Ex 506-10

(7 1/2)

January 29, 1944

MEMORANDUM

To: Mr. Green

From: Mr. Iverson

Re: I. Iainaka. File 7718

The following chattel was appraised by Mr. Lane of McKenna, McFeely,
& Prior Ltd. on January 26, 1943 at 314 Fenton St., Queensboro. Mr.
Kennedy of Westminster Trust Co. was also present.

1 - 6 H.P. Cushman gasoline engine and centrifugal pump, some pipe.
appraised value. . . . \$250.00.

I CERTIFY THAT THIS IS A FAIR
AND REASONABLE VALUATION ARRIVED
AT AFTER A PHYSICAL CHECK.

H. Lane

January 31, 1944

THESE INSTRUMENTS
WAS 2073

Appraised values of equipment at Boat Works, South Westminster,
made by Mr. Lane of Holman, McFeely & Prior Ltd., January 26, 1943.

Mr Kennedy of Westminster Trust was also present.

1 Machine Planer	\$ 65.00 ✓
1 Band saw	100.00 ✓
1 Jointer	25.00 ✓
1 Motor 3 H. P.	5.00 ✓
1 6 H.P. Stationary gas engine	75.00 ✓
1 H.M. wood lathe	5.00 ✓
1 Rip saw H.M.	5.00 ✓
1 Bench grinder	2.50 ✓
1 Catalpa torch	2.00 ✓
1 Japanese Adze	.50
1-5 H.P. Palmer Marine engine	40.00 ✓
1 Large pipe wrench	2.50
1 Pipe Vice	3.50 ✓
1 Ball jack	10.00 ✓
Quantity of Galv. Carriage Bolts	10.00 ✓
1 Adze	.50
1-24" Pipe wrench	2.00
1 Box miscellaneous	1.00
11 Japanese planes	2.50 ✓
3 Bar clamps	6.00 ✓
26 Boat clamps	50.00 ✓
1 Tanker wrench drill	2.50 ✓
1 Bias cutter	1.00
1 Leather belt	.50
1 Box opener	1.50
1 Brass valves	5.00
1 Saw vice	.75
1 Old magnets	1.50
Building heads	5.00
3 Universal joints	2.50
3 Pres. carlocks	.75
1 Hobbitt plane	1.50
1 Back saw frame	.25
Quantity of small tools, gauges, chisels, files etc.	5.00 ✓
2 Boat scrapers	.80
1 Electric drill	7.50 ✓
9 Wrenches	5.00 ✓
6 Post drills	.50
1 Set of box wrenches	.50
1 Hammer	.25
1 Piece machine chain	.50
Assortment of Japanese saws	2.00 ✓
1 Extension cord	.25

Total carried forward \$457.75

	Brought forward	\$457.75
Odd rolls of rubber belt		\$ 5.00
1 Chain block		7.50✓
4 Boxes Galvanized boat nails		12.50✓
1 # 45 Gutter plane		3.50
2 Inspection lamps & cord		2.00
1 Set Butterfield's Dies		10.00
1 Saw 2 1/2		2.50✓
10 Back Saw blades		.50
Band saw blades		1.50
1 Ship nail		1.00
2 Bar clamps		1.50
Quantity of galvanized iron		.85
1 Cross cut saw		1.00
6 Bronze propellers		10.00✓
1 Steering wheel		2.00
2 Bunkies Deck		5.00✓
2500 galvanized nails 5d		12.50✓
Quantity of caulking cotton		7.50✓
Quantity of galvanized pipe		5.00
1 Working bar		.50
1 Boat clamp		2.00
4 Couplings		2.00
2 Pieces galvanized iron		1.00
1 Coleman stove		2.50
Bearings & pulleys		2.00
1 Bilge pump (incomplete)		2.50
6 Bent Augers		7.50✓
1 Level		.50
Oil Paints & varnishes		2.00
Transmission, shafting, pulleys & bearings		75.00 - J. G. Gentry [unclear]
1 Empty Pyrene Fire Extingisher		1.00✓
1 Bed saw		2.00
	Total	\$649.60

NOTE: Above list is all the equipment that could be found and identified. The gasoline engine and winch with cable, used outside the building for hauling up boats is appraised at . . . \$82.50.

I CERTIFY THAT THIS IS A FAIR AND REASONABLE VALUATION ARRIVED AT AFTER A PHYSICAL CHECK.

H. Lane

CHattel Summary

File No. 3873

18th July, 1947.

Re: Yorozo NOTOSUNE - Registration No. 08110

The above Japanese registered with this office on the 15th April 1942, leaving household items in his house on Old Dale Road, New Westminster, B.C., and tools and other items applicable to his profession were left in his boat building and repair shop. NOTOSUNE submitted a list of his belongings at the time of his registration (See attached Chattel Schedule), and was then evacuated to Raymond, Alta., on the 20th April, 1942.

This personal property of tools, household furniture etc., was inventoried 27th July 1942, by the Westminster Trust Company, and everything was accounted for with the exception of one item "Pipe Fitting altogether" valued at \$46.00 which was reported to have been sold to his brother. A copy of the household inventory made out by the Westminster Trust Company on the 27th July, 1942, was sent to NOTOSUNE on the 13th August 1942, and at the same time he was notified about the missing article from his boat shop. His approval of the household inventory as correct, was received on the 29th October 1942, but denied having sold that particular item to his brother. However in his letter of the 31st August 1942, he was reconciled as to its disappearance. At the time of forwarding the list of household goods to him, which was more complete than that which was submitted at the time of his registration, it was felt that the attaching of a list of his boat building and repair shop was not necessary as it would merely be a duplicate of the long list enclosed with his registration form. In our letter of the 14th September 1942, this was mentioned to him and at the same time, it was pointed out that if he wished, an additional copy would be forwarded to him. A request from him in regard to this was not, however, received from him according to our files.

A query was raised in our letter of the 14th September 1942, of a list of some household effects and tools enclosed in an undated letter from NOTOSUNE. This list was forwarded to him and returned to this office with a note that they were items that he took when evacuated (See attached chattel schedule).

The house and boat building shop were sublet to Mr. Mike Olsen, under an agreement signed on the 18th April 1942, under which Mr. Olsen was to pay \$15.00 per month to the B.C. Electric Railway Co. Ltd. commencing on the 1st May 1942, and \$25.00 annually to the New Westminster Harbour Board payable on the 30th November, 1942. As Mr. Olsen moved temporarily to Rivers Inlet, a Mr. Norman or Arnold was left by Mr. Olsen to occupy two rooms and safeguard the property with the furniture and tools locked up for security, in accordance with the agreement. The lease was for the duration.

It was decided to sell the boat lumber on the property in order to prevent deterioration. \$200.00 was realized from the sale to Nelson Bros. on the 26th July, 1943, from which \$10.00 was deducted for commission to Westminster Trust Co. and \$11.00 for inspection and appraisal by Mr. G.H. McKensie.

A request was received from NOTOSUNE on the 12th October, 1943, asking for shipment to him of some clothing, photos, baby carriage, 2 bed springs, frames and a few other items. This letter was however mislaid until 10th June, 1944, when a letter was sent to him regretting that the goods he requested had been sold.

The 7 Horse Power Palmer Marine engine was sold to Mr. Olsen for \$160.00, after

CHATEL SUMMARY (Cont'd)

File No. 3873

18th July, 1947.

a survey report had been received. Out of this amount \$8.00 was paid to the Westchester Trust Co. for commission.

A further amount of lumber to the value of \$51.45 was sold to Mr. E. Lorentsen from which \$2.57 was deducted for commission. All household goods and tools were removed to auction and after as much publicity as possible was given, the goods were disposed of for \$739.71.

It is quite possible that some items were stolen off the premises in between MORTIMER's evacuation and the 26th January, 1944, when all the household items, tools etc., were appraised at a total sum of \$649.60. However such items as the stove, 2 brass beds, tables, linoleum, 1 bed and the heater were declared valueless and discarded. It has also been noted that the report from the fieldmen to this office, reveals that Mr. Burman had forwarded a quantity of personal effects to T. MORTIMER in answer to a request (Lr. 26th June, 1944).

The boat house and dwelling were sold on the 11th June 1945, to Mr. W. Olsen after the sale had been publicised in the daily papers and the amount realised was \$575.00. The Bill of Sale was signed on the 10th November, 1945.

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

A. P. Jackson

123/52

NAME

NOTORUNE, Torano

REGISTRATION NO.

OKLO

FILE NO.

M73

The following chattels were sold by public

auction at Surrey, B.C. on March 14, 1945.

K Lot of dishes
 K " " "
 K " " "
 K " " "
 K " " "
 K " " "
 K Gun boots
 K Lot of dishes
 K Lot of dishes
 K Lot of dishes
 K 2 Pictures
 K Box of shelves
 K Iron ring
 K Ironing board
 K 2 Frames

1.00

1.00

0.75

0.50

0.25

3.75

1.50

2.25

1.00

0.25

0.25

1.50

0.50

0.30

Total

(Auctioneer's Fee: \$1.50

Less Expenses: (Advertising: 0.25

(Moving: 1.57

Net Proceeds Credited:

15.00

3.32

11.68

Members of Custodian Staff Present.

Mr. Iverson

Extracted from Auctioneering List No.

Surrey 10.

Remarks.

NAME WILLIAM J. Jones

REGISTRATION NO. 08110

FILE NO. 3073

The following chattels were sold by public

auction at Surrey, B.C. on April 13, 1943

A Box of dishes

\$ 1.00 — ✓

Total

(Auctioneer's Fee: \$0.10

Less Expenses (Advertising:

0.02

(Moving:

0.14

Net Proceeds Credited:

\$ 1.00

\$ 0.27

\$ 0.73

Members of Custodian Staff Present. Mr. R.M. Anderson

Extracted from Auctioneering List No. Surrey 11.

Remarks.

✓ Household Goods.
NAME WORTHING, Torano

REGISTRATION NO. 08110

FILE NO. 1873

The following chattels were sold by public
auction at Vancouver, B.C. on June 27 - July 3, 1946.

✓ 4 Cushions	\$ 0.55
✓ Tray	0.45
✓ Rug	0.35
✓ Tea & Crock	0.45
✓ 2 Pairs of shoes	0.25
✓ Records	1.30

Total (Auctioneer's Fee: \$0.39)
Less Expenses (Advertising: 0.15
 Savings: 0.21)

Net Proceeds Credited:

\$ 3.15	✓
0.90	
2.25	

Members of Custodian Staff Present.

Mr. Wills

Vancouver 66.

Extracted from Auctioneering List No.

Remarks.

NAME MOTOSUNE, Tetsuo

REGISTRATION NO. 08110

FILE NO. 3873

The following chattels were sold by public
auction at Surrey, B. C. on May 2, 1945.

✓ Shelf edge
✓ Box dishes

\$ 2.50 ✓ 10
2.00 — 90

Total
Less Expenses: (Auctioneer's Fee: \$ 0.45
(Advertising: 0.16
(Moving: 0.42

Net Proceeds Credited:

\$ 4.50
\$ 1.03
\$ 3.47

Members of Custodian Staff Present. Mr. Iverson

Extracted from Auctioneering List No. Surrey 12.

Remarks. *See inventory*

MEMORANDUM

File No. 3873

November 16th, 1944

To: The File

From: Mr. Iverson

Re: MOTOTSUNE, Toraso
CHATEL (Boat Works)

With the exception of a few odds and ends lying in the upper part of the float house occupied by Mr. Norman, and a pumping outfit belonging to Yalnaka, all effects belonging to Mototsune have been removed and sold.

For analysis:

All the tools and boat building supplies shown on list "A" (1942) with the exception of heavy items (indicated by "X") were sold at auction April 24/44. However the sale was based on an inventory taken by H. Lane on Jan 26/44.

Pipe fittings altogether - shown on list "A" were taken by Mototsune.

A 7 H.P. Palmer engine was sold Jan 12/44 to Nelson Bros. for \$160.00.

The boat lumber was sold to E. Lorentzen Mar 8/44 for \$51.45 excepting a small quantity of blue stone staves which were sold to H. Olson for \$10.00.

As the boathouse was more or less open at the water side it is quite possible that some of the lumber may have been stolen.

Personal effects removed and sold at auction March 22/44. "See memo re shortage."

WJI:LE

NAME SPYTHINE, Torase

REGISTRATION NO. 08110

FILE NO. 3873

The following chattels were sold by public
auction at South Westminster, D.C. on April 24, 1944.

Flamer	\$ 100.00 ✓
✓ Band saw & saw	200.00 ✓
✓ 5 H.P. Engine	35.00 ✓
✓ 5 H.P. Pulley & Clutch	15.00 ✓
✓ Band lathe	12.00 ✓
✓ Shaft & Pulleys	12.00 ✓
Box of Sundry tools	5.00 ✓
Chisel Etc. in tool room	12.00
✓ Pressure Tank	2.00 ✓
✓ Bush	5.75 ✓
Tools	1.75
12 Clamps (large) 4041.50	2.00 ✓
14 Clamps 20 @ \$1.50	30.00 ✓
✓ Salvaged Bolts	2.75 ✓
✓ Post Drill	6.50 ✓
✓ Sander	37.00 ✓
✓ Pump	10.00
✓ 1/2 Motor	14.00 ✓
✓ Bench Grinder	11.50 ✓
✓ Saw Bench	7.00 ✓
✓ Pipe Vice	5.00
150 G. Bolts	3.50
✓ 2 Pipe Wrenches	4.50 ✓
✓ Lot of Flanges	3.00 ✓
✓ Hand Drill	6.50 ✓
✓ 3 Saws	11.00 ✓
✓ Axes	2.00 ✓
Total to be carried forward:	\$ 564.75
Less expenses:	\$
Net Proceeds credited:	\$

Members of Custodian Staff Present.

Approved for Auctioneering List No.

Witness.

The following chattels were sold by public auction at South Westminster, D.C. on April 24, 1944

3

NAME NOTORUNE, ToracoREGISTRATION NO. 08110FILE NO. 1873

The following chattels were sold by public
 auction at South Westminster, B.C. on April 24, 1944.

Wreck
 Branch - Engine
 Road Wreck
 Lot of tools
 Shaft

Brought forward:

✓
 \$ 772.50
 45.00 ✓
 47.50 ✓
 4.00 ✓
 1.00 ✓

Total

Less Expenses { Auctioneer's Fee: \$87.00
 Advertising: 40.79
 Moving: 12.50

Net Proceeds Credited:

\$ 870.00 ✓
 \$ 140.29
 \$ 729.71

Members of Custodian Staff Present. Mr. Iversen.

Extracted from Auctioneering list No. New Westminster 10.

Remarks.

NAME NEVOTUNE, TOWNS

REGISTRATION NO. 06110

FILE NO. 3873

The following chattels were sold by public
auction at Surrey, B. C. on March 22, 1944.

Desk	\$ 12.00	✓
Clock	5.50	✓
Bed & Springs (2)	20.00	✓
Piano & Stool	135.00	✓
Lamp	1.00	✓
Wardrobe	.50	✓
Gramophone	2.50	✓
Organ	1.50	✓
Chest Drawers	8.00	✓
2 Chairs	2.75	✓
Rockers	2.00	✓

Total:

Less Expenses: (Auctioneer's Fee \$ 19.08
(Advertising) 5.78
(Moving) 12.39

Net Proceeds Credited:

\$ 190.75
\$ 57.25
<u>\$ 133.50</u>

Members of Custodian Staff Present.
Extracted from Auctioneering list No.
Remarks.

Mr. Carlson
Surrey 3.

NAME MOTOTSUNE, Torazo

REGISTRATION NO. 08110

FILE NO. 3973

The following chattels were sold by public
auction at Surrey, B. C. on September 27, 1944

Records

\$ 0.75 ✓

Total

Less Expenses: (Auctioneer's Fee: \$ 0.07
(Advertising: 0.01
(Moving: 0.16

\$ 0.75

\$ 0.24

Net Proceeds Credited:

\$ 0.51

Members of Custodian Staff Present. Mr. R. H. Anderson

Extracted from Auctioneering List No. Surrey 6.

Remarks.

W. D. BOWDEN
MANAGER

TELEPHONES: 771 AND 772
CODE: BENTLEY'S

WESTMINSTER TRUST COMPANY

HEAD OFFICE

NEW WESTMINSTER, B. C.

February 9th, 1944.

PLEASE ADDRESS ALL COMMUNICATIONS
TO THE MANAGER

EVACUATION SECTION	
Rec'd	FEB 10 1944
File No.	3873
Assn.	MAK
Entered	Green

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

Attention: Mr. Green.

Dear Sir:

Enclosed is a list of appraised values of the goods situated in the Mototsune Boat Works.

You will notice that Mr. Lane has included a six H.P. Palmer Marine Engine in his list. This, I think, is a mistake, as I imagine it refers to the seven H.P. Palmer Marine Engine which was sold to Nelson Fisheries, so should not be included in the list.

T. Mototsune.
N.B.

Also included is an appraisal of the engine at 314 Fenton Street. Also the West-
inghouse Motor & Pulleys and shaft, located at the
Buddhist Temple.

Y. TANAKA.
FW. 7718

Trusting you will find same in
order,

Yours very truly,
WESTMINSTER TRUST COMPANY
W.D. Bowden
Manager
Per. *W.D.*

AEK:

P.S. We enclose herewith light account
for 837 Columbia St., which was
rented by you as auction rooms.

taken by *W.D.*

MEMORANDUM

FILE NO. 3873

March 3, 1944.

TO: Mr. Green

FROM: W. J. Iverson

Re: Torazo MOTOTSUNE.

In reference to your Memo of February 10th, in regard to a 6 H. P. Stationary Gasoline Engine, valued by Mr. Lane, kindly note that this engine has no connection with the 7 H. P. Palmer Marine Engine and I have identified it as being in the Mototsune shop.

WJI/EG



W. D. BOWDEN
MANAGER

TELEPHONES 771 AND 772
COPEN: SEATTLE 4

WESTMINSTER TRUST COMPANY

HEAD OFFICE

NEW WESTMINSTER, B. C.

April 9th. 1943.

PLEASE ADDRESS ALL COMMUNICATIONS
TO THE MANAGER

RECEPTION SECTION	
Rec'd	APR 10 1943
File No.	
Ans.	
Referred	<i>Green</i>

sent to Bowden

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

Dear Sir:

Re: file #3873

I have received a bid from Nelson Brothers Fisheries, of \$100.00 on all the boat lumber contained in the Mototsune Boat House.

If this lumber can be sold now I would suggest that an independent appraisal be secured, as the Japanese has estimated the value considerably over the price quoted by Nelson Brothers. Also there seems to be considerably less lumber there than is on the Japanese statement.

Yours very truly,
WESTMINSTER TRUST COMPANY

W.D. Bowden. Manager.

WDB

WDB:D.

P. O. Box 222,
New Westminster, B.C.
March 8 - 44.

Custodian of Enemy Property,
New Westminster, B.C.

Dear Sir:

Reg: Lumber for sale at Motto's
Boat yard South Westminster, B.C.

For following size and grade of lumber I do hereby
offer prices as follow:

466'	B.M.	5/8x3"	Cedar V joint	/-----	\$13.04
460'	-	1x4"	- flooring	-----	16.10
16'	-	1x3	- v joint	-----	-.48
22'	-	1x4	fir V	-----	-.66
7'	-	1x3	- flooring	-----	-.35
28 L'	-	1x2	oak ribs	-----	-.90
500 -	-	1x2	ironbark	-----	19.92
				-----	<u>51.45</u>

Accepted

Yours truly,

Fraser River Boat Works,

E. Lorentzen.

E. Lorentzen

Phone Winton 748-L-2

We took these things with us.

HOUSEHOLD EFFECTS.

- 4. 1 Japanese Face Mirror
- 9. 1 Picnic Can
- 21. 14 Cups and saucers (Royal Cameron)
- 22. 1 Tea Pot
- 24. 2 Mixing Bowls
- 27. 3 Large serving dishes
- 30. 2 Drinking water glasses
- 35. 1 Serving tray
- 39. 2 Wash pans
- 41. 1 Whisk Broom
- 42. 1 Dust pan
- 44. 1 Salt Shaker
- 45. 1 Cover Lifter
- 53. 1 Pot cover
- 55. 2 Cooking knives
- 56. 2 Paring knives
- 60. 74 Chop sticks
- 61. 2 Wooden spoons
- 63. 1 Water Scooper
- 64. 1 Can opener

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
00082 1942

BOAT BUILDER & REPAIR SHOP GOODS

- 43. Boat Canvas
- 68. Hand brace
- 69. 1 Set auger bit
- 72. Hand planer
- 79. Big chisel
- 85. Angle Square
- 96. Mechanic Square

Stevenson, S. A.

17 June 1941

Mr. J. M. [unclear]
[unclear] [unclear]

I have been offered \$115.00 each for
the [unclear] in quantity by Marshall & Kirkpatrick.

Yours truly,

[unclear]

POST OFFICE DEPARTMENT
ADMINISTRATION DES POSTES
CANADA

EVACUATION SUBSECTION

DATE OF FINDING
Date de l'avis de réception

TO BE FILLED BY SENDER WHO WILL
INDICATE HIS FULL ADDRESS

À remplir par l'expéditeur qui doit
indiquer clairement son adresse
complète.

REGISTERED MAIL
Brevet recommandé

DEC 20 1944
Vancouver

DATE
Date

ADDRESSED TO
Adressé à

General Delivery

ST. LAWRENCE, B.C.

506 Royal Bank Bldg.
STREET AND NUMBER
Rue et numéro

Vancouver, B.C.
PLACE OF ORIGIN OF MAIL
Lieu d'origine de l'envoi recommandé

CANADA

10 CENTS 10

McPherson

50749

13 IN PRINTED CHARACTERS
En lettres imprimées

File 3873

As file

Vancouver, B.C.

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Bldg.,
Hastings & Granville Sts.,
Vancouver, B.C.

RE: Toraso MOTOTSUNE

Dear Sir:

Relative to my purchase of the Boat Building and Repair Shed and Decking, together with the Dwelling built on logs, lying nearby, all of which were formerly the property of Mr. Toraso MOTOTSUNE and located on land belonging to the British Columbia Electric Railway Co., I hereby release the Custodian of Enemy Property of any responsibility with respect to the lease tenancy made between the B.C. Electric Railway Co. and Mr. Toraso MOTOTSUNE, having made my own arrangements with the latter Company.

Yours truly,

M. Olson

Mr. M. Olson

FIRE INSURANCE SUMMARY

23rd July, 1947.

File No. 3873
4236

Torazo MOTOTSUNE, Registration No. 08110
Kiyoko MOTOTSUNE, Registration No. 08111

No fire insurance carried on either property belonging to the
above Japanese, or that leased from the B.C. Electric Co.

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

A. S. Jackson

.....
A.S. Jackson.

ASJ/A

LIABILITY SUMMARY

File No. 3079

23rd July, 1947.

Re: Edward MICHURSKI, Reg. No. 06110

This file reveals no liabilities.

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

A. P. Jackson
.....

Name of Claimant **MITCHELL, Yvonne**Case **505**Custodian File **3073**

<u>REAL PROPERTY</u>										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
					300.00	194.21			194.21	
<u>PERSONAL PROPERTY</u>										
Motor Vehicles				Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
999.05	1005.35	305.54				996.45	115.97	445.11		
TOTAL RECOMMENDATION										695.32

COPI

VIRTUE, RUSSEL & MORGAN
BARRISTERS & SOLICITORS
and NOTARIES PUBLIC

Please refer to
File No. 3201

Lethbridge, Alberta.

16th June, 1950.

HONOURABLE MR. STUART GARSON, K.C.,
Minister of Justice,
OTTAWA, CANADA.

Dear Mr. Garson: RE: JAPANESE PROPERTY CLAIMS COMMISSION
Torazo MOTOTSUNE

Our firm represented a total of about 187
claimants living in Southern Alberta.

Of all these cases there is only one about
which we intend to trouble you personally. The reason we do
so is that we feel that in this particular case there has
been a flagrant miscarriage of justice. Our thought is
that if the details of this case are brought to your
personal attention you may be willing to review the
situation in a personal way and, quite apart from any
findings of the Commissioner, arrive at your own con-
clusions as to whether this man, Mototsune, has had a
fair deal as between Crown and subject.

The facts, in brief, are as follows:

1. Mototsune was a skilled boat builder;
2. He had an up-to-date plant situate on the bank of
the Fraser River south of Vancouver, B.C.;
3. This plant was equipped with good machinery and
all the appliances necessary to carry on a modern
boat-building establishment;
4. The business was a going concern, and had been
operated successfully by Mototsune up to the
moment of evacuation;
5. There was no dispute about what property or chattels
were left by Mototsune. He made up a complete de-
tailed list of his chattels, plant and equipment,
and every single item was found by the Custodian,
and taken charge of by him. Therefore this is not
like a case where there was some dispute on the
facts as to what property was or was not left;
6. A local Trust Company (The Westminster Trust Company)
was placed, by the Custodian, in charge of the property;
7. The Trust Company checked the property and reported
that "everything appears to be there";
8. Although Mototsune was evacuated and the property
taken from him in the spring of 1942, the property
was not advertised for sale until the 14th March,
1945;

9. You can imagine what had happened to this property in the meantime. Some dredges operating in the Fraser River had covered the property with approximately one and a half feet of sand. The machinery was rusted. The whole place was dilapidated. The chattels were valued at the date of evacuation (on what we consider a very reasonable basis) at \$8,511.45. They sold for \$1,085.15 plus \$996.45 - a total of \$2,081.60.

Now, we brought this as a special case before the Commissioner, Mr. Justice Bird. When he heard the facts, on the morning of September 28th, 1949, he was greatly impressed, and informed Mr. Braidwood, counsel for the Crown, that he felt that on the evidence before him the claimant had been exposed to a very great loss and that he, the Commissioner, took a very serious view of the matter, and felt that a large award would be justified, or words to that effect. Mr. Braidwood gave an explanation but His Lordship indicated that he was not satisfied with the explanation.

He then suggested to Mr. Braidwood that Mr. Shears, the Custodian, should be brought before him with a view to giving his explanation.

That same afternoon Mr. Shears came before His Lordship, and we are enclosing a transcript of the evidence and proceedings which then took place.

Our view is that Mr. Shears' evidence supports all the statement we have made above.

We call attention to Mr. Justice Bird's remarks on page 37, reading as follows:

"The fact remains sand was pumped, but the evidence does not support, in my judgment, Mr. Virtue's contention that such damage has resulted from a lack of responsibility of the Custodian, or fastens upon the Custodian."

Seemingly Mr. Justice Bird overlooked the fact that this was not a question of whether or not there was lack of care, or negligence, on the part of the Custodian. It was simply a question of whether or not fair market value for the property had been obtained. We were not trying to establish - and were not obliged to establish - that Mr. Shears had been negligent. All we had to establish was that somehow or other property worth \$8,500.00 had been so used that its market value was not realised, and the property was sacrificed piecemeal for \$2,081.60.

In support of our position we enclose the following:-

- (a) Recapitulation of analysis of claim as prepared by Custodian's office, marked with red pencil (1);
- (b) Evidence given by Mr. Mototsune before the Commissioner at Lethbridge, on April 5th, 1948, marked in red pencil (2);

- (c) Brief statement of evidence required, attached to back of transcript of evidence, and marked in red pencil (3);
- (d) Fair Appraisal Report marked in red pencil (4);
- (e) Transcript of proceedings before Commissioner, 28th September, 1949, marked with red pencil (5);
- (f) Copy of letter 11th January, 1950, to Mr. Braidwood, calling attention to the fact that we intend to take this particular case before the Minister of Justice, marked in red pencil (6);
- (g) Copy of white award sheet should awards proposed to be made, marked in red pencil (7);
- (h) Letter from Custodian to Mr. Mototsune, dated February 9th, 1948, with numerous yellow sheets attached, showing the particulars of the goods actually sold, marked in red pencil (8);

As above stated, this is, as far as we know, the only individual case about which we feel compelled to write you, and we are motivated by the strong conviction that there has been, up to date, a miscarriage of justice with respect to this particular claim.

Yours truly,

VIRTUE, RUSSEL & MORGAN

Per A. G. Virtue

V/L

encls.

P.S. Our thought is that it is not necessary to delay matters further, and that, quite outside the terms of reference, you may decide to direct a fair payment to this man as between Crown and subject.

COPY

Ottawa,
June 21st, 1950.

Dear Mr. Virtue, -

Re: Japanese Property Claims Commission,
Torazo Mototsune - Your File 3201

I am in receipt of your letter of the
16th instant with attachments.

No machinery permitting appeal from
the Commissioner's recommendations exists; and
when Mr. Mototsune appeared before the Commission
he had, through yourself as his counsel, every opportunity
of presenting all the evidence favourable to his case.

In any event the Department of Justice
is no longer concerned officially with the matter of
implementing the Commissioner's recommendations. The
responsibility for the payment of the claims in
accordance with the Commissioner's recommendations
has been assumed by the Secretary of State to whom
I am accordingly passing your letter with attachments
for his consideration.

Yours truly,

(sgd) "Stuart S. Garson"

A. G. Virtue, Esq., K.C.,
McFarland Building,
LETHBRIDGE, Alta.

COPY

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
Office of the Custodian

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

AIRMAIL

July 7th, 1950.

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

Dear Mr. Shears,-

Re: Japanese Property Claims
Commission.
Torase Motomune

I enclose herewith copy of communication
addressed to The Honourable Mr. Garson by A.G. Virtue, K.C.,
dated June 16th, copy of Mr. Garson's reply thereto, copy of
Mr. Garson's letter to the Minister, and a copy of my letter
to Mr. Virtue.

Kindly let me have a report in due course.

Yours very truly,

"K.W. Wright]

K.W. Wright,
Chief Counsel.

KWW/G
Encls.

COPY

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

July 7th, 1950.

Messrs. Virtue, Russel & Morgan,
Barristers & Solicitors,
McFarland Building,
Lethbridge, Alberta.

Dear Sirs,-

Re: Japanese Property Claims
Commission
Torase Mototsune your File 3201

Your communication of the 16th
ultimo, addressed to The Honourable Mr. Garson,
Minister of Justice, has been transferred to this
office for reply.

I am writing to Mr. Shears, Director
of our Vancouver Office, to let me have a complete
report in the matter, and will write you again on
receipt of his reply.

In the meantime I am retaining the
documents you forwarded to Mr. Garson.

Yours very truly,

E.W. Wright,
Chief Counsel.

KW/G

3873

506 Royal Bank Bldg.,
Vancouver, B. C.,
July 25th, 1950.

K. W. Wright, Esq., K.C.,
Chief Counsel,
Office of the Custodian,
Victoria Building,
7 O'Connor St.,
Ottawa, Ont.

Dear Mr. Wright:

Re: Mototsune Boat Works

Referring to your letter of July 7th in which you
enclosed:

Copy of your letter to Virtue, Russel & Morgan - July 7, 1950.
" " letter from Mr. Carson to Mr. Virtue - June 21, 1950.
" " " " Mr. Carson to Hon. Gordon Bradley - June 21,
1950.
" " " " Mr. Virtue to Hon. Mr. Stuart Carson -
June 16, 1950.

I think I may best supply the information requested by
dealing serially with the numbered statements in Mr. Virtue's letter
of the 16th of June.

1. "Mototsune was a skilled boat-builder".

Mototsune testified that he had been a boat-builder by
occupation for 20 years. No evidence was given of the
type of boats which he built.

2. "He had an up-to-date plant".

Mototsune's own evidence indicated that the value of the
material used in building the plant was \$1500.00 and the
workshop was apparently built on skids. The valuation
made by appraisers appointed by the Custodian indicated
a value of \$780.00, the comments being:- "There is one
boat house (60' X 26') built of scrap lumber and is in
a dilapidated condition using for a foundation an old
saw which is entirely disintegrated and has partly
collapsed throwing the whole building out of line.
Alongside this building is an old shed and set of ways,
one dwelling (16' X 40') in good condition and built
on cedar logs also a certain amount of decking and walks."

VALUATION:

Boat house	\$250.00	
Dwelling	430.00	
Docking etc.	<u>100.00</u>	
		\$780.00.*

3. "The plant was equipped with good machinery and all the appliances necessary to carry on a modern boat-building establishment."
I cannot say that this was brought out in evidence. The valuation of the machinery in use made by Halsman, McFaulley & Prior was for \$649.00 and on sale at auction with reserve bids, we realized the sum of \$240.00.
4. "The business was a going concern".
Evidence is conclusive that the business was not sold as a going concern. Previous to evacuation, Notetowne leased the building to a Mr. Olsen and Mr. Olsen had the right to sub lease these buildings for any use. The lease was for the use of the buildings only and did not include the equipment, so that the business was not continued as a going concern.
5. "There was no dispute about the property or chattels left by Notetowne".
This is true insofar as the fact that the chattels were left and remained in the care of Mr. Olsen until sold by the Custodian. As referred to in No. 3 these were valued and realized more than valuation.
6. "A local trust company, the Westminster Trust Company was placed by the Custodian in charge of the property".
In accordance with our general policy at the time of evacuation, we asked the Westminster Trust Co., to make an initial inspection, and their report indicated that the property was boarded up and was under lease to Mr. Olsen.
7. "The Trust Company checked the property and reported that everything appears to be there".
It is not disputed that the goods listed were originally left in the care of Mr. Olsen.

8. "Although Motetsune was evacuated in the spring of 1942, the property was not sold until the 14th of March 1945".
In the first place, our general policy of liquidation did not commence until June 1943 and proceeded for several years. This property was under lease to Mr. Olsen and gave Mr. Olsen a right to purchase. Olsen eventually became the purchaser at a price in excess of the valuation at the time of sale.
9. Mr. Virtue's paragraph deals with dredging operations covering the property with approximately 14 feet of sand.
A vital point not brought out by Mr. Virtue is that the buildings were situated on land on the bank of the Fraser River which did not belong to Motetsune, but which was rented from the B. C. Electric. The arrangement with the B. C. Electric was on a month-to-month basis and the B. C. Electric informed Mr. Olsen to whom Motetsune had leased his buildings, that the lease of the land must continue on a month-to-month basis. The only evidence in regard to the property being covered with sand was given by myself after contacting the District Engineer of Public Works. The evidence indicates that I informed the Commissioner that I had telephoned Mr. Martin, the District Engineer of the Public Works Department and had asked what responsibility they had when carrying out dredging operations and whether it was a question of dumping sand at high water mark, or anything of that nature. His reply was that when they started dredging operations and wished to dump their sand on property it was their policy to contact the owner of the property for his consent. He stated he had some recollection of this case and was aware that the property was owned by the B. C. Electric and while he wasn't quite sure, he thought they would have given their consent before his department started pumping the sand on their property.

I stated to the Commissioner that: "I did not consider we had any rights in the matter, and even had Motetsune been living there himself, he would not have had any rights in view of the fact that the land was owned by the B. C. Electric.

Questioned by Mr. Braidwood as to whether the Custodian had any control over the dredging operations I replied: "None at all".

The Commissioner remarked: "That might give you a claim against the B. C. Electric, Mr. Virtue" and Mr. Virtue replied: "We are not going that far afield, sir. There are people a lot closer to us than that, who have some responsibility".

Mr. Virtue indicates that the Commissioner was greatly impressed and that the claimant had been exposed to a very serious loss and that a large award would be justified. I cannot find this in the transcript but a memorandum from Mr. Braidwood indicates that this case was referred to the Commissioner on the morning of September 28th, 1949, at which time the Commissioner requested that I be called to explain the Custodian's disposition of this property.

The point which I think cannot be overlooked is that as Mr. Virtue himself says this case was brought before the Commissioner for special consideration and that after the Commissioner was made aware of the facts in regard to the lease arrangements and to the ownership of the land on which sand had been pumped as a result of dredging operations and after Mr. Virtue had argued the matter Page 37 of the Transcript reads as follows:

"THE COMMISSIONER: I do not need to hear from you, Mr. Braidwood.

The lease created by Mototone himself on the 18th of April, 1942, provides for a terminable tenancy in Glen. It also provides for something in the nature of an option in Glen to acquire the plant.

The lease was never terminated, according to the evidence before me, consequently I do not consider that it was open to the Custodian at any time to have made a sale of the premises as a going concern. It did lie in the power of the claimant himself to have terminated this tenancy and to have had the contents as well as the building sold. That was not done. So, I hold against Mr. Virtue on his first proposition, that the Custodian was at fault in failing to sell as a going concern.

Now, so far as the damage to equipment is concerned, caused by pumping, we have very little evidence as to what of the articles were damaged in this way, but I cannot appreciate that the evidence goes so far as to indicate fault on the part of the Custodian, which resulted in damage through pumping sand on this equipment. It must be remembered the tenancy was still in being, and there was some evidence given by Mr. Shears to the effect that the owner, namely the B. C. Electric Railway Company, had been informed of the fact that pumping

Page 5.

was to be done, and there is no evidence that any such notice was given either to the tenant or to the Custodian.

The fact remains sand was pumped, but the evidence does not support, in my judgment, Mr. Virtue's contention that such damage has resulted from a lack of responsibility of the Custodian, or fastens upon the Custodian.

There is evidence that the Custodian caused this property to be inspected as early as April of 1942, and that in June, 1942, a full inventory was taken; that the chattel property was appraised and that when the sales policy was adopted by the Governor-in-Council that more than the appraised price was realized on the whole.

In the circumstances, I can see no justification for any increase in the recommendation previously indicated by myself. (Concluded)"

Mr. Virtue states that his claim is not based on a lack of care by the Custodian but on the contention that the property had deteriorated.

Insofar as the change in value brought about by the sand is concerned I quote Goulthard & Sutherland's re-appraisal in February 1945, which reads:

"On checking our appraisal on the above property at South Westminster we find there has been a great deal of sand pumped on this property during dredging operations carried on in the river. The dwelling was valued at \$430.00 and we now suggest that this be cut to \$215.00. The old boat shed and decking was at the time of appraisal valued as scrap, and the writer can see no justification for alteration of the figure placed on this portion of the holding". From this it will be seen that even if this factor were considered the difference would only be \$215.00 and insofar as equipment is concerned the appraised value was realized.

In view of the fact that this case has been fully presented to the Commissioner and the Commissioner has made a specific ruling, I feel that it would be unwise to accept Mr. Virtue's conclusion that there has been a miscarriage of justice with respect

Page 6.

to this claim.

The Commissioner has indicated to me that he will be pleased at any time to advise on any matter that I feel should be brought to his attention.

May I suggest that Mr. Virtus's correspondence and perhaps his letter be submitted to the Commissioner for review and any further comments he may wish to make.

Yours very truly,

F. G. Shears,
Director.

FGS/js

506 Royal Bank Bldg.,
Vancouver, B. C.
July 29th, 1950.

3873

K. W. Wright, Esq., K.C.,
Chief Counsel,
Office of the Custodian,
Victoria Building,
7 O'Connor St.,
Ottawa, Ont.

Dear Mr. Wright:

Re: Mototsune

I am writing this separate letter so as not to confuse the main issue. However, I will take this opportunity of referring to a policy which was agreed upon between the Commissioner and Counsel for the Japanese claimants. It relates to properties sold to the Veterans' Land Act.

As you are aware the Commissioner arrived at the conclusion that to achieve fair market value an award of 80% (in some areas 125%) was required. On this basis an amount for the total award to cover all Veterans' Land Act claims was thus arrived at. However, each claimant was not of necessity awarded an exact 80% of the sale price of his particular property but Counsel for the claimants prepared a statement re-distributing the total and some Japanese claimants received less than 80% and others correspondingly more.

This schedule was accepted by the Commissioner and formed the basis for his final recommendation for the amount to be paid to each claimant. I mention this in regard to the present case because in addition to the property dealt with in my other letter Mototsune also owned some acreage which was sold to the Veterans' Land Act. In the re-distribution above referred to Mototsune was not given the full 80%. The following will show what he would have received had he been awarded 80% and will also show the actual award apportioned to him under this re-distribution.

Page 2.

Real Property sold to V.L.A.	\$380.00	80%	=	\$304.00
Personal Property				
(the main subject of Mr. Virtue's				
present correspondence)				
Auction	30% of 1085.15	=	325.54	
Tender	12% of 996.45	=	119.57	445.11
	2081.60			
		Total Award		<u>\$749.11</u>

Japanese Council's Re-Distribution of V.L.A. award =	194.21
No change in Personal Property	445.11
Final Award as per Appendix I	<u>\$639.32</u>

Mr. Virtue was a party to this re-distribution under which Mototsune will be awarded \$639.32 rather than \$749.11.

Yours very truly,

F. G. Sheare,
Director.

FCS/js

COPY

CANADA

AIRMAIL

DEPARTMENT OF THE SECRETARY OF STATE
Office of the Custodian

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

July 27th, 1950.

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

Dear Mr. Shears:

Re: Japanese Property Claims Commission
Terazo Mototsune

I have for acknowledgment your communication
of the 25th instant.

I agree with your suggestion that
all correspondence including your letter to me be
submitted to the Commissioner for further expression
of his opinion on the matter.

Will you kindly forward two copies
of the Commissioner's report in due course.

Yours very truly,

"K.W. Wright"

K.W. Wright,
Chief Counsel.

KW/G

August 1st, 1950.

Hon. Mr. Justice Henry I. Bird,
Japanese Property Claims Commission,
Court House,
Vancouver, B. C.

Dear Justice Bird:

Re: Case No. 506
Torano MOTOYUKI

I am enclosing the following correspondence:

K.W. Wright to F.G. Shears	- July 7th
K.W. Wright to Virtue & Russell	- July 7th
Virtue & Russell to Hon. Stuart Carson	
	- June 16th
Stuart Carson to Mr. Virtue	- June 21st
F.G. Shears to K.W. Wright	- July 25th
K.W. Wright to F.G. Shears	- July 27th

At your convenience will you kindly peruse this correspondence. I do not know whether you will wish to make any definite recommendation but it would be appreciated if you would be prepared to review this case and let me have the benefit of your advice.

If you will telephone me sometime I would be glad to drop over and see you.

Yours very truly,

F. G. Shears,
Director.

FGB/js
Encls.

1300, 1070, 2073,
8/73.

August 1st, 1950

Mr. A. G. Virtue, E.G.,
Messrs. Virtue, Russell & Morgan,
Lawyers & Solicitors,
McFarland Building,
Lethbridge, Alberta.

Dear Mr. Virtue:

Re: Insurance Proceeds Claims.

I have been asked to write in regard to cases which were outside the terms of reference but which the Commissioner recommended should receive some consideration and to advise you that it is not expected that these matters will be determined until the Fall. Mr. E. W. Wright, who will review these cases, is leaving for his holidays next week but will endeavor to give his attention to these matters in September.

I understand that you have referred several cases to Ottawa and as indicated these will be reviewed in due course by Mr. Wright.

In regard to the KIMMIDGO cases number 604 and 1209, the Commissioner has already recommended an award of \$62.50 to each owner. The Commissioner has also indicated that if it is proposed to pay compensation in addition to the sum recommended the additional sum should not be greater than 50% of the difference between the assessed valuation and the Curtation selling price. On the basis of the agreement at the time of sale the award would be as follows:

Assessment	\$1150.00
Sale Price	<u>750.00</u>
	<u>400.00</u>
Award of 50% recommended by the Commissioner	\$ 200.00
Already recommended	<u>125.00</u>
Additional award	75.00

This would mean an additional award for each owner of \$37.50. I understand that a settlement on this basis would be approved for payment.

I have been asked to secure certain information in regard to claims filed by HITCHCOCK and the Western Canada Bay for submission

Page 2.

Mr. A.G. Virtue, E.C.

to Mr. Wright when he returns.

I wrote you on July 27th asking for a list of case numbers in which you were interested. If you have not already sent this you might advise if the following is the current list.

to 453 incl.
to 642 incl.
to 821 incl.

Yours truly,

**F. G. Shivers,
Director.**

PAGE 30



COURT OF APPEAL

Vancouver, B.C.,
August 3, 1950.

The Honourable The Secretary of State, of Canada,
Government Buildings,
Ottawa, Ontario.

Dear Sir: Re: Claim No. 506,
 TORAZO MOTOTSUNE

I have been asked by the Director of the Custodian's Office, Vancouver, B.C., to reconsider this claim in light of a letter from Virtue, Russell & Morgan, solicitors for the Claimant, directed to the Honourable Stuart Garson, K.C., Minister of Justice, under date June 16, 1950.

I have been furnished with the following correspondence:

Copy letter Virtue & Russell to Honourable
Stuart Garson, June 16th, 1950;
Letter, Stuart Garson to Virtue & Russell,
June 21st, 1950;
Copy letter K. W. Wright to F. G. Shears,
July 7th, 1950;
Copy letter K. W. Wright to Virtue &
Russell, July 7, 1950;
Copy letter F. G. Shears to K. W. Wright,
July 25th, 1950;
Copy letter K. W. Wright to F.G. Shears,
July 27th, 1950;

Since receipt of this correspondence I have examined the transcript of the evidence of the Claimant, heard by myself at Lethbridge on April 5th, 1948, which extends to twenty-one typewritten pages; transcript of evidence taken at Vancouver, B.C. on September 28th, 1949, before myself, being comments and argument of counsel in relation to this claim and the evidence of F. G. Shears, which extends to an additional sixteen pages.

On page 35 of this transcript is recorded the argument presented by Mr. Virtue, counsel for the Claimant. He then rested the claim on two main grounds:

The Honourable The Secretary of State of Canada,
Government Buildings,
Ottawa, Ontario.

(1) That failure of the Custodian to sell the property as a going concern resulted in loss to the Claimant.

(2) That the chattel property was not sold until some three years after the evacuation of the Claimant and that in the meantime the same had been permitted to deteriorate, principally in consequence of the intrusion of sand dredged from the Fraser River and dumped on the Claimant's property, with the result that much of the chattel property was damaged by sand and water.

Since the proceedings referred to took place between one and two years ago and this claim was only one of many, I must rely upon the transcript of the proceedings, as I have no detailed recollection of what transpired either in Lethbridge or in Vancouver.

It is apparent that the claim was dealt with as a special case and that it was as thoroughly investigated as was possible in the circumstances.

The transcript discloses that prior to the Claimant's evacuation in 1942 he executed a lease of the premises on the 18th April, 1942, a true copy of which, accepted as such, by counsel for the Claimant and the Government, was filed on the Inquiry as Exhibit 6. The lease does not contain any specific reference to chattel property on the premises, but it is apparent from the transcript of the evidence of the Claimant that all of his chattel property for which claim is made was left by him upon his evacuation in the premises, with the intention that it should remain there until he was permitted to return to the property. I think it is therefore reasonable to conclude that the recital in the lease, namely:

"That the party of the second part (Olsen, the tenant) shall look after the aforesaid property of the party of the first part"

has reference specifically to the real property and buildings situate thereon, it was also intended to embrace the chattel property left by the Claimant on the premises. It will be observed, however, that the Claimant in his testimony

The Honourable The Secretary of State of Canada,
Government Buildings,
Ottawa, Ontario.

stated that the tenant Olsen was not given permission by him to use any of the chattel property.

Under the document, Exhibit 6, the Claimant:

"grants and leases unto the party of the second part all those aforesaid lands and premises, together with all buildings thereupon erected and also with all ways, boats, passages, waters, water courses, privileges, advantages and appertinences whatsoever to the said premises belonging or otherwise appertaining."

The term of the lease was for a period "until the cancellation of this agreement or until the party of the first part shall have returned to South Westminster, British Columbia." A right is given thereunder to the tenant to sublet. The lease further contains a provision whereby the tenant has "the first right of refusal to buy the same" (i.e. his aforesaid plant).

After hearing argument I rejected counsel's submission that the Custodian had a duty to sell as a going concern. I also rejected counsel's submission that the Custodian had been at fault in permitting sand to be dumped on the premises. My reasons, as expressed at the time, are found at pages 37 and 38 of the transcript.

It appears that the chattels were examined by a representative of the Custodian on May 26th, 1942; that is to say, within one month after the lease had been granted by the Claimant.

On June 27th, 1942, another representative of the Custodian inspected the premises and reported to the Custodian that the tools and equipment listed by the Claimant were found on the premises, with the exception of one "pipe fitting altogether", which was then reported to have been sold by the Claimant to his brother prior to his evacuation, said article being said to have a value of \$46.00.

The goods were sold by the Custodian in 1945, having first been appraised by competent appraisers.

The Honourable The Secretary of State of Canada,
Government Buildings,
Ottawa, Ontario.

Goods to the claimed value of approximately \$1,000.00 were not found on the premises by the Custodian, at the time when the other chattels were being made ready for sale.

The Custodian assumed that the missing goods had been removed or disposed of by the tenant Olsen, during the period of his occupancy of the premises under the lease granted by the Claimant. However, he was not able to confirm this assumption, as Olsen could not be found at the time the goods were sold.

I am satisfied on the evidence that all of the chattel property was left by the Claimant in the custody and control of Olsen, who was therefore an agent appointed by the Claimant to care for his goods. In these circumstances, in view of the Terms of Reference the Claimant had no claim against the Custodian for the missing property.

Goods for which the Claimant claimed \$3,160.00 were sold by the Custodian by tender for the sum of \$996.45, the same having been appraised at \$974.25. Goods for which the Claimant claimed \$3,599.85 were sold by the Custodian at auction for the sum of \$1,885.15. Included in sales at auction were goods appraised at \$649.00, which were sold for \$840.00.

I am satisfied that the sales so made by the Custodian were made at the best prices obtainable in the circumstances; however, I recommended payment to the Claimant of the same percentages of selling prices as were applied to the sale of goods of all claimants other than those dealt with as special cases.

In view of the care with which this claim was investigated in September, 1949, and the fact that argument was presented by Claimant's counsel and that his submissions were then dealt with by myself in a formal way, as appears in the transcript, I have no reason to change the views then expressed in regard to those submissions and the conclusions then reached. My comments at the time concluded with the following:

"In the circumstances I can see no justification for any increase in the recommendation previously indicated by myself."

The Honourable The Secretary of State of Canada,
Government Buildings,
Ottawa, Ontario.

It is to be observed that in this case I caused counsel for the Government to require F. G. Shears, Esq., Director of the Custodian's Office, to attend before me and explain in detail the manner in which the Custodian's Office had dealt with this Claimant's property.

After a careful examination of the transcript and documentary evidence filed as exhibits upon the Inquiry, I adhere to the view expressed at the time, namely, that the recommendations made provided fair and reasonable compensation to this Claimant.

Yours truly,


Commissioner.

373, 167, 138
and 2/73.

August 4th, 1950.

Messrs. Virtue, Russell & Morgan,
Surristers and Solicitors,
McFarland Building,
Lethbridge, Alberta.

Dear Mr. Virtue:

Re: Torano MOTOYUKI - Case No. 506
Haji KISHIMOTO - Case No. 594)
Ratna KISHIMOTO - Case No. 1289)
Western Canada Hon - Case No. 483

Your individual letters of August 1st, addressed
to Mr. Wright at Ottawa, in connection with the above three cases
have been referred to me.

You will doubtless have received my letter also
dated August 1st indicating that the review of these cases will
be dealt with sometime after Mr. Wright returns from his holidays.
In due course you may therefore expect to hear further in regard
to the above.

Yours truly,

F. G. Sheave,
Director.

FGB/js

VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

A. GLADSTONE VIRTUE, M.C.K.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.
FREDERICK JOHN MORGAN, B.A., LL.B.

10th October, 1950

PLEASE REFER TO FILE NO. 3201

Rec'd	Oct 11/50
File No.	
Ans.	
Referred	F. G. Shears

Attention: Mr. F. G. Shears,
Director.

OFFICE OF THE CUSTODIAN,
Department of the Secretary of State,
506 Royal Bank Building,
VANCOUVER, B. C.

Dear Sir:

Re: JAPANESE PROPERTY CLAIMS COMMISSION.

We enclose acknowledgment of five cheques.

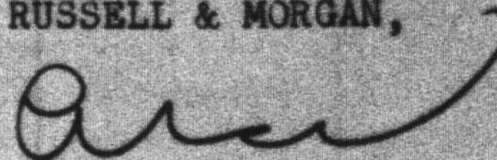
However, we are not using the cheque in favour of Torazo MOTOTSUNE as you will recall that we have asked the Minister of Justice to further investigate this claim. We feel that in that particular case there has been so far a miscarriage of justice.

Thanking you, we are,

Yours truly,

VIRTUE RUSSELL & MORGAN,

Per



AGV/mk

encls

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

ADDRESS ALL
COMMUNICATIONS
TO THE
CUSTODIAN'S OFFICE
PLEASE REFER
TO
FILE NO. 55674

Victoria Bldg., 7 O'Connor St.,
Ottawa, Ontario
November 4, 1950

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

Rec'd <u>Nov 6/50</u>
File No. _____
Ans. _____
Entered <u>J. H. [illegible]</u>

Re: Mototsune Boat Works
Your File No. 3873

Dear Mr. Shears:

Under date of July 27th, 1950, Mr. Wright communicated with you as follows:

"I have for acknowledgment your communication of the 25th instant.

I agree with your suggestion that all correspondence including your letter to me be submitted to the Commissioner for further expression of his opinion on the matter.

Will you kindly forward two copies of the Commissioner's report in due course".

The following letter, dated November 2nd, 1950, has been received from Messrs. Virtue, Russell & Morgan, Lethbridge, Alberta:

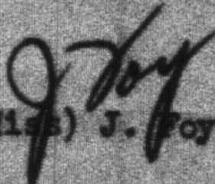
"We refer to our letters of July 7th and August first, 1950.

We trust that, like ourselves, you have become convinced that there has been a miscarriage of justice so far in this case and we hope that you will be able to make a recommendation that will do substantial justice.

We shall appreciate hearing from you".

Will you kindly advise if a report were received from the Commissioner in order that this information may be available for Mr. Wright upon his return from New York.

Yours very truly,


(Miss) J. Foy

3873

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

November 6, 1930.

E. V. Wright, Esq. K.C.,
Chief Counsel,
Office of the Custodian,
Victoria Building,
7 O'Connor St.,
Ottawa, Ont.

Re: Mototsume Boat Works - Case 306

Dear Mr. Wright:-

Attention: Miss J. Fox

This will acknowledge your letter of the 4th instant.

Reference was made to Mototsume's claim in our letter to Mr. Wright dated August 30th under the heading of "Japanese Claims Commission", in which several matters were referred to. The letter stated:

Case 306 - MOTOTSUME. This is a case in regard to which Mr. Virtue wrote to Justice Department.

I submitted the report to you suggesting that the correspondence, including my letter, should be placed before the Commissioner, and you agreed. Following your instructions I had an interview with the Commissioner and he has given me a 5-page written report which concludes with the words "I adhere to the view expressed at the time, namely, that the recommendations made provided fair and reasonable compensation". Mr. Virtue has been advised that you will be reviewing this case some time in September. I have not thought it desirable to indicate to him at the present time that this case has again been presented to the Commissioner."

As requested, we enclose in duplicate copy of Mr. Justice Bird's Report.

Yours very truly,

F.G. Shears,
Director.

FCS/GH
Encl.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

ADDRESS ALL
COMMUNICATIONS
TO THE
CUSTODIAN'S OFFICE
PLEASE REFER
TO
FILE NO. 55674

Victoria Bldg., 7 O'Connor St.,
Ottawa, Ontario
November 21, 1950

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

Rec'd	<u>Nov. 22/50</u>
File No.	_____
Ans.	_____
Related	_____

Re: Mototsune Boat Works - Case 506
Your File No. 3873

Dear Mr. Shears:

I have for acknowledgment your communication of the 6th instant, enclosing two copies of Mr. Justice Bird's report.

It will be in order for you to advise Mr. Virtue that all the correspondence was placed before the Commissioner and after further review, he adheres to the original recommendations and finds that same provided fair and reasonable compensation.

I see no objection to your sending a copy of the last report although you may wish to speak to the Commissioner before doing so.

You may also indicate that under all the circumstances, the Custodian is not prepared to pay more than the amount recommended by the Commissioner.

Kindly let me have a copy of your letter to Mr. Virtue in order that our records in the matter may be complete.

Yours very truly,



K. W. WRIGHT
CHIEF COUNSEL

KWW/JF

November 23, 1950.

Honour. Virtue, Russell & Morgan,
Barristers & Solicitors,
McFarland Bldg.,
Lethbridge, Alta.

Dear Sirs:

Attention: A.G. Virtue, Esq. K.C.

Re: Japanese Property Claims Commission
Case 324 - Tsuru MATSUMOTO

I have been instructed to write to you in regard to the above claim which has been the subject of correspondence between yourself and the Minister of Justice and Mr. K.V. Wright, Counsel to the Custodian.

The Honourable Mr. Justice Henry I. Bird was asked to review this case and to make a further report to Ottawa. For your information, I am enclosing copy of the Commissioner's letter to the Honourable, The Secretary of State of Canada. You will note that the Commissioner concludes by stating that-

"After a careful examination of the transcript and documentary evidence filed as exhibits upon the Inquiry, I adhere to the view expressed at the time, namely, that the recommendations made provided fair and reasonable compensation to this Claimant."

I am advised that the Commissioner's report has been considered at Ottawa and that under all the circumstances, the Custodian is not prepared to pay more than the amount recommended by the Commissioner.

You will notice that your recent correspondence in this matter was furnished to the Commissioner and in view of the fact that he sustains his previous recommendation, the matter would appear to be finalised.

Yours very truly,

F.G. Shears,
Director.

FGS/UN

2072

Dear Mr. Wright:

Referring to your letter of the 21st instant.
Acting upon your instructions, I have written to Mr. Virtus,
and for your information, enclose herin copy of my letter.

**F.O. Shears,
Director.**

POS/ON
Bnd.

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VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

A. GLADSTONE VIRTUE, M.C.K.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.
FREDERICK JOHN MORGAN, B.A., LL.B.

30th November, 1950.

PLEASE REFER TO FILE NO. 3212-88

Rec'd	Dec 4/50
File No.	
Ans.	F. G. Shears
Referred	

Attention: Mr. F. G. Shears,
Director.

OFFICE OF THE CUSTODIAN,
Department of the Secretary of State,
506 Royal Bank Building,
VANCOUVER, B. C.

Dear Sir:

Re: Torazo MOTOTSUNE, Case 506

We have your letter of November 28th and regret the outcome which we still consider amounts to a serious miscarriage of justice.

Now, upon looking up the green award sheet, we think a clerical error has been made. The sale price of the real estate was \$380.00. 80% of this would amount to \$304.00. The real estate award is inserted as \$194.21.

Would you please let us have an explanation of this and if a clerical error has been made, we feel sure you will put it right and let us have a further cheque.

Thanking you, we are,

Yours truly,

VIRTUE RUSSELL & MORGAN,

Per

AGU/mk

December 5, 1950.

Messrs. Virtue, Russell & Morgan,
Barristers & Solicitors,
McFarland Building,
Lethbridge, Alberta.

Attention: A.G. Virtue, Esq., F.C.

Dear Sirs:

Re: Japanese Property Claims Commission
Toru MOTOYAMA - Case 906

I have for acknowledgment your letter of the 30th ultimo.

We fully agree that 50% of the sale price of Motoyama's property would represent an award of \$304.00, and not the amount of \$194.21 which has been recommended for payment. However, this is a matter entirely beyond our control, and is the result of arrangements made between yourself and other counsel for claimants under which a re-distribution of the total award of 50% on all V.L.A. properties was made. The effect is that in some cases the claimant receives less than 50% of the actual sale price of his property and some claimants receive more than 50%.

The figures for this re-distribution as supplied to the Commissioner and which formed the basis of his recommendation appearing in Appendix I of his Report, have in this particular case been supplied to us by Mr. McMaster as follows:

Case	Sale Price A	Estimated Value B	Reduction in E.V. (11.66%) C	Distrib. (B-C) D	Award (D-A) E
906	\$380.00	\$630.00	\$75.79	\$574.21	\$194.21

Please do not ask me why the total award was thus re-distributed. I take it that you considered that the estimated value supplied by your experts some years after the date of sale, to have been more equitable than allowing each claimant 50% of the actual sale price of his own property.

Yours truly,

F.G. Shears,
Director.

FGS/UN

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 53.

ALBERTA POWER CO. v. CANADA

REPORT

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

Lethbridge, Alberta,

April 5th, 1948.

IN THE MATTER OF THE CLAIM OF
ALBERTA POWER CO.

PROCEEDINGS AT HEARING.

APPEARANCES:

J. W. G. HUNTER, Esq.,

appearing for the
Dominion Government.

A. G. VINTAGE, Esq., K.C.,

appearing for the
Claimant.

A. HAYES, Esq.,

Secretary.

A. J. D. WILSON, Esq.,

Official Interpreter.

T. P. HENDERSON, Esq.,

Official Reporter.

T. Heston,
In Chief.
Discussion.

~~THE COMMISSIONER~~, the claimant herein, being
first duly sworn, testified through
the interpreter as follows:

DIRECT EXAMINATION BY MR. VERTUE:

Q Mr. Heston, I believe you were a boat builder
by occupation? A: Yes.

Q How many years did you carry on that occupation
in Canada? A: A little
short of 20 years.

10 Q Now besides the premises where you carried on your
boat building, you had a piece of land near New
Westminster containing $1\frac{1}{2}$ acres?

A Yes.

Q Is this statement in writing, prepared by you with
the help of your interpreter, a statement covering
that $1\frac{1}{2}$ and a fraction acres of land?

A Yes.

Q Is that a true statement? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

20 MR. VERTUE: By law, I have asked my learned friend to
admit that we have an agreement for sale covering
this property dated August 20th, 1940, for a total
purchase price of \$500.00, and that the deed pur-
suant to that agreement for sale is dated the
black day of August, 1941, for the same purchase
price.

THE COMMISSIONER: Yes, but I presume he went into
possession under his agreement for sale, did he?

MR. VERTUE: Yes.

30 THE COMMISSIONER: So your date of purchase should be
August, 1940, and not 1941?

3
T. H. Heston,
In Chief.

MR. VIRTUE: That is right, sir.

THE COMMISSIONER: Change it in the exhibit.

MR. VIRTUE: I won't bother putting the agreement in, sir.

THE COMMISSIONER: No, there is no need to.

MR. VIRTUE: Q: Now, after you bought this land in 1946,

you cleared the bush land on it amounting to an

acre and a quarter? At Yes.

Q And you have put the cost of that clearing in at
\$350.00, is that a fair price?

10 A Yes.

Q It was rough bush land when you bought it?

A Yes.

Q Now, I show you a statement covering your personal
property. Was that prepared by you with the help of
your interpreter? At Yes.

Q Is that a true statement? At Yes.

(STATEMENT MARKED EXHIBIT NO. 2).

Q Now I show you what we call a "brief statement of
evidence required" covering both your land and your
20 personal property and it contains at the back a
detailed list of all your personal property. Was
that prepared by you also with the help of your
interpreter? At Yes.

Q Is that a true statement?

A Yes.

MR. VIRTUE: I offer that as the next exhibit. That
just contains a copy of the information you already
have, Mr. Heston.

(STATEMENT MARKED EXHIBIT NO. 3).

30 THE COMMISSIONER: Mr. Virtue, I notice that your

T. McIntosh,
In Chief.

Exhibit 2 refers to a full list of goods attached to the proof of claim, but there is nothing attached to the proof of claim.

MR. VIRTUE: The list is attached, sir, at the back of the summary of evidence which I have just put in as Exhibit 3. As a matter of fact the original proof of claim had the list but the copy given to the Custodian did not have the list, but later we furnished my learned friend with a complete list.

10 Q Now I understand that your boat building business was carried on in a workshop which you built but which rested on land near the Fraser River which you rented from the B.C. Electric Railway Company?

A Yes, that is correct.

Q And for that property beside the Fraser River on which your workshop stood, you paid a rental of \$15.00 a month?

A: Yes.

Q Now I want to ask you about a few of the items of personal property. First, I want to ask you about your workshop. I understand that you built your workshop yourself?

A: Yes.

Q You are a skilled workman with building tools.

MR. HENDER: My lord, may I suggest we file the analysis now if we are going into the chattels.

THE COMMISSIONER: Yes. If you are going into the chattels now, it would be as well to file the Custodian's analysis.

(ANALYSIS MARKED EXHIBIT NO. 4).

A Yes.

30 MR. VIRTUE: Q: What year did you build that workshop?

A 1920.

Q What did the actual material cost you, without allowing anything for your labour?

A \$1500.00 in all, about.

Q For the workshop, was that about how many hundred?

A Fifteen hundred.

Q Yes, 1500. And that made no allowance for your own work? A: No, just material.

10 Q If you had put in for your own work at regular wages, what would your own work in building that workshop have been worth? A: Over \$500.00.

Q Over \$500.00, but you are only claiming in your claim here \$1500.00, the actual cost of the material?

A Yes.

Q You also had, in connection with your boat building business, floating wharves? A: Yes.

Q What did the actual material for those floating wharves cost? A:

20 THE COMMISSIONER: Now, Mr. Virtue, were the floating wharves sold?

MR. VIRTUE: Yes, sir. As I understand it, they were both sold.

THE COMMISSIONER: Oh yes, I see.

MR. VIRTUE: Apparently they were sold, sir, for \$350.00, that is the workshop and the floating wharves.

THE COMMISSIONER: The workshop apparently was on skids, or there was some means of removing it, is that the situation?

30 MR. VIRTUE: Yes, my lord.

5
T. E. E. E. E.
In brief.

A \$350.00 for five floats. There were five floats and the total cost was \$350.00 for material only.

MR. VIRTUE: And if you had put in for your work at ordinary wages, what would your work have been worth in building the floating wharves?

A About \$275.00.

Q And you are only asking for the floating wharves altogether \$600.00? At Yes.

THE COMMISSIONER: When were these wharves built?

10 MR. VIRTUE: Q: When were the floating wharves built? About what year? At 1923 and 1926.

Q With regard to both your workshop and the floating wharves, did you keep them up in good repair?

A Yes.

Q Now, I am not going to ask you about each one, but you claim for a couple of marine engines and I am just going to ask you is the price you put on these engines at the time you were evaluated a fair price?

20 THE COMMISSIONER: Has he not verified all these prices in his statement, Exhibit 3?

MR. VIRTUE: Yes, he has got them all.

THE COMMISSIONER: Well, why repeat it?

MR. VIRTUE: Well it is only because I presume my learned friend will cross-examine on it.

THE COMMISSIONER: Well let your learned friend attack it. I accept your submission for at least prima facie proof of these values.

MR. VIRTUE: All right, sir, I won't go into it.

30 Q You list a lot of different kinds of lumber you

7
S. Robinson,
in Chief.

had there for boatbuilding? A: Yes, I had a lot.

Q Was that lumber all left there when you were evacuated? A: Yes.

Q Was it all good well-cured lumber? A: Yes.

Q I am not going to ask you in detail about your tools, but you have given a list of tools and machinery and equipment which you had at your boat building

10 business. What sort of condition was it in when you left it? A: I was using

them every day and they were in very good condition.

Q Now I understand about two weeks after you came to Alibates, you got a letter from the Canadian to the effect that he had been to your place and found all your goods and personal effects there?

A: Yes.

Q You didn't keep that letter? You lost it?

A: I lost it.

20 THE COMMISSIONER: There is no suggestion, Mr. Egan, of goods having been lost here, is there?

MR. EYER: Yes, my lord.

MR. VICTOR: If my learned friend has that letter, I think he will put it in. In my learned friend's first analysis—I don't think he will mind my quoting this—it says, "When the representative of the Westminster Trust Company visited this property he found that Olson was up at Riveuse Inlet", and so on, and "That S. Hansen had been left there by Olson to look after the place", and he says "letter of July

30

T. Notetown,
In Chief.

26th and 27th, 1942". I take it one of those letters
is probably the letter.

THE COMMISSIONER: You are reading from something that has
not been put in. The analysis has not yet been put
in, has it?

MR. HUNTER: No, my lord. I hadn't intended to use it
because it wasn't based on any detailed list of
articles claimed for.

THE COMMISSIONER: What is the point, Mr. Virtue. How
is that evidence before me? The Custodian has not
put it in.

MR. VIRTUE: I am only referring to this letter he got
and this confirms his story of the letter.

THE COMMISSIONER: Have you any objection, Mr. Hunter,
to this use of the document being made?

MR. HUNTER: No, I don't mind, my lord.

THE COMMISSIONER: Go ahead.

MR. VIRTUE: Then he just goes on and says, "A complete
check of the house was made July 27th, 1942, before
letting Norman use those rooms".

Q I want to ask you about one item of your household
goods. You have put in a claim for a piano and stool
which you valued at \$450.00?

A Yes.

Q When did you get that piano and what did you pay
for it? A I bought it in 1931 and
I paid \$450.00.

Q Was the piano well taken care of, and in good
condition when you left?

30 A Yes, it was in very good condition.

9
T. H. H. H. H.
In Chief.
Bismarck.

THE COMMISSIONER: Where is the plane shown in the analysis?

MR. VINTAGE: That plane is on page 2, sir, of my learned friend's recapitulation, down near the bottom.

MR. HUNTER: Sold for \$135.00.

MR. VINTAGE: About the fourth item from the bottom, plane \$135.00, sold for \$135.00. All right, thank you, Mr. H. H. H.

MR. HUNTER: It is submitted, my lord, that the real
10 property was sold for its fair market value. It is
submitted that the floating wharf, the repair shop,
and the house were sold for their fair market value.
It is submitted that those chattels which came into
the hands of the Custodian were sold for their fair
market value. It is submitted that a large
portion of the chattels claimed for, in fact all
the chattels claimed for, were under the custody,
control or management of some person other than
the Custodian, appointed by the owner, and according-
20 ly only those which came under the actual control,
custody or management of the Custodian come within
the terms of reference.

I file the Soldier Settlement Board appraisal,
my lord, which I believe will be Exhibit 5.

(APPRAISAL MARKED EXHIBIT NO. 5).

MR. HUNTER: I file the appraisals, my lord, of
30 Caulthart, Gutherland & Company on the boathouse,
the dwelling and the docking. The first appraisal
dated August 28th, 1944. At that time he values
the boathouse at \$350.00, the dwelling at \$450.00,

T. H. H. H.
H. H. H.

and docking, etc., \$100.00, making a total appraisal of \$780.00. This property was advertised for sale, by land, and no tenders were received and consequently they were asked to go out and make a re-appraisal, and on a re-appraisal dated the 15th of February, 1911, they say "On checking our appraisal on the above property at South Westminister, we find there has been a great deal of sand pumped on this property during dredging operations carried on in the river. The dwelling was valued at \$430.00 and we now suggest that this be cut to \$215.00. The old boatshed and docking was at the time of appraisal valued as scrap, and the writer can see no justification for alteration of the figure placed on this portion of the holding."

THE COMMISSIONER: What is the meaning of the reference to the intrusion of sand?—some injury or damage done to the property in the interval?

MR. HAYES: Yes, my lord. "... there has been a great deal of sand pumped on this property during dredging operations carried on in the river".

THE COMMISSIONER: Surely that would be something that the Captain must answer for, is it not?

MR. HAYES: Yes, my lord?

THE COMMISSIONER: If the property was vested in him as of 1910, and if he chose to leave it there and damage was suffered, would that not be the responsibility of the Captain? I will leave that thought with you. It will be probably a matter for argument later.

T. H. H. H. H.
Discussion.

MR. HUNTER: Purely as a matter of record, my lord, I would submit not. This is not an action for negligence. The terms of reference provide for the difference between the fair market value and the sale price at the date of sale, and that negligence, under the terms of reference, while the recommendation might be made on those terms, it would be outside of the terms of reference.

THE COMMISSIONER: There is probably something in that.

10 MR. HUNTER: As of the 10th of November, 1945, my lord, these were sold at the latter appraised value for \$575.00. As for the farm land, my lord, it was assessed at 1942 for \$785.00.

THE COMMISSIONER: It was assessed?

MR. HUNTER: This is the farm land, my lord.

THE COMMISSIONER: Oh yes.

MR. HUNTER: It was sold to the V.L.A. for \$380.00, my lord.

THE COMMISSIONER: Let me get these figures again.

20 The land was assessed in 1942 at \$785.00?

MR. HUNTER: Correct, my lord.

THE COMMISSIONER: Sale to the V.L.A.

MR. HUNTER: \$380.00, my lord.

THE COMMISSIONER: Is there any explanation as to the sale at so much less a figure than the appraisal?

MR. HUNTER: Well, it isn't less than the appraisal very much.

THE COMMISSIONER: I thought you said \$785.00.

MR. HUNTER: That was the assessed value.

30 THE COMMISSIONER: Yes, that is the way I have written

2. Holstana,
Discussion.

it does but I was misunderstanding it.

The appraisal was what?

MR. HENDER: It was appraised at \$557.00, my land. It is purely a land appraisal, there are no buildings. There are certain other things that were appraised, my land, in connection with the chattels. The marine motor shown up near the top, a 7 horse power marine engine, in the analysis, that was appraised at \$160.00 and sold for \$160.00. It was appraised by John Gould on the 15th of August, 1945. The best lumber which is shortly below the marine engine, for which a claim of \$525.00 was made, was appraised at \$200.00 and sold at \$200.00.

THE COMMISSIONER: Do you state who made the appraisal or what his qualification was?

MR. HENDER: It was by the McEneaney Lumber Company, by S.H. McEneaney. They are a lumber company at New Westminster. I don't know whether they are there known to you, or familiar to you.

20 THE COMMISSIONER: Now, I think I know who they are.

MR. HENDER: It was sold to Nelson Brothers, the fisheries people. My learned friend has the original of the lease from the claimant to Olsen. I only have a copy.

MR. VINTAGE: I am sorry we haven't it here. If my friend would let me look at it, I can probably agree to a copy going in. I think I can consent to that lease going in.

THE COMMISSIONER: Have you the original there?

30 MR. VINTAGE: I haven't the original here, but I am quite

T. Hutchinson,
Witness.

satisfied from the appearance of it that it is all right.

MR. HUNTER: There are certain points that I don't need to read in, my lord, but it is quite obvious that this man Olson was left largely in a caretaking capacity during the tenure.

THE COMMISSIONER: What is the date of the lease?

MR. HUNTER: The date of the lease is the 15th of April, 1942.

10 THE COMMISSIONER: Who is the lessee?

MR. HUNTER: Mike Olson, a fisherman. One of the recitals, my lord, says, "Whereas it has been agreed by and between the parties hereto that during the period of time the party of the second part shall be removed from the Pacific Coast, that the party of the second part shall look after the aforesaid property of the party of the first part." Then Olson agrees to pay \$15⁰⁰ monthly rental and an annual sum of \$25.00 to the Westminster Harbour Board, and it gives him the use as he may see fit, and so on.

THE COMMISSIONER: That includes what, the boat building plant, the floating wharves as well as the house?

MR. HUNTER: Yes, my lord, it describes it. "Whereas the party of the first part is the owner or lessee of a certain boat building and repair shed, with living quarters, situate on the south bank of the Fraser River in the Municipality of Surrey, Province of British Columbia, more particularly known and described as 45 feet frontage of the

foreshore adjoining a portion of Lot 4, District
Lot 3, Group 2, New Westminster District, and
carrying on business under name of "T. H. H. H."
Then the first numbered clause says, "That from
and after the date hereof until the cancellation
of this agreement, or until the party of the First
Part shall have returned to South Westminster,
British Columbia, and resumed his occupation of
boat-builder, the party of the first part grants
and leases unto the party of the second part all
those the aforesaid lands and premises; together
with all buildings thereupon erected, and also
with all ways paths, passages, waters, water
courses, privileges, advantages and appurtenances
whenever to the said premises belonging or other-
wise pertaining."

Then No. 3 says, "That during the currency
of this agreement the party of the second part
shall be entitled to use the said premises as he
may see fit, and may sub-let if he should deem a
sub-lease fit and proper in the circumstances."

THE COMMISSIONER: Well that covers the information I
wanted.

MR. HUNTER: The party of the second part also has the
first right to buy, what they call "the first right
of refusal to buy the same", and eventually the
buildings were sold to him, my lord. He was the
only one interested.

THE COMMISSIONER: Is any reference made there to the use
of the contents of the house and household goods?

F. Motetane,
Discussion.
Cross-Exam.

MR. HUNTER: Not specifically, my lord.

THE COMMISSIONER: It refers generally to everything on the property, is that your contention?

MR. HUNTER: That is my submission, my lord.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Motetane, when you made this lease to Mr. Olan, did you have any discussion as to the chattels that were left on the premises?

10 A I agreed to let him have the use of the winch only. The other tools he didn't have the use of, and they were placed in a box and locked.

Q And where was the box left?

A I left it in a large tool room.

Q Yes. Now what about the furniture in your house?

A I left all my household furniture in the house.

Q And did you have any discussion with Mr. Olan about your household furniture?

A No, there was no discussion about the house furniture.

20 MR. HUNTER: I should like to make it clear, my lord, that my submission is going to be that anyway he used this furniture and that is merely evidence of deprivation -- that is furniture or equipment -- but it was still under his custody, control or management.

THE COMMISSIONER: Now let me follow you. Were there certain of these chattels that were lost?

MR. HUNTER: Yes, my lord, on page 3 of the analysis, and page 4.

THE COMMISSIONER: That is under the heading of "Claim for goods not sold". They were not sold because

T. Heston,
Clerk-Clerk.

they were lost, is that it?

MR. HUNTER: No. They were not there when we went into it, my lord.

THE COMMISSIONER: And when did the Custodian go in to take physical possession?

MR. HUNTER: I think it was in the spring of 1944, my lord. He never did take possession of the premises. That is Olsen always had a tenancy there. What happened was that Olsen, the tenant, being a fisherman, went away fishing, and the Custodian had a report that the premises were being broken into and for the protection of the property went in and removed the chattels and sold certain of them. Some of them were sold to Olsen, like machinery and so on. Mr. Secretary, those appraisals of Goulthard, they are filed as one exhibit, are they?

THE SECRETARY: Yes, Exhibit 7.

THE COMMISSIONER: No, it must be Exhibit 6.

MR. VIRTUE: I have the lease here which is Exhibit 6. I want to speak about it in a moment. The lease was Exhibit 6.

MR. HUNTER: I thought the lease was Exhibit 7.

THE COMMISSIONER: So did I. It does not make any difference. They are both in, the lease and Goulthard's appraisals?

THE SECRETARY: Yes, my lord.

(LEASE MARKED EXHIBIT NO. 6).

(APPRAISALS MARKED EXHIBIT NO. 7).

MR. HUNTER: Reference is made, my lord, to Exhibit 4,

T. Hotschum,
Cross-Exam.

the analysis. I think on your Lordship's copy probably the same as mine, certain items on page 3 and 4 have been marked with an "X".

THE COMMISSIONER: Yes.

MR. HOTSCHUM: These were obviously part of the building, at least some of them.

THE COMMISSIONER: The skylight and electric wiring would fall in that category.

10 MR. HOTSCHUM: The next page, my lord, the track certainly wasn't realty. It was on the ground. It was a runway down into the water for pulling boats up and was affixed to the railway.

THE COMMISSIONER: This half inch and three-quarter inch cable was the cable used for pulling up posts?

MR. HOTSCHUM: For the winching of boats, my lord.

20 That was track and cable that was buried under 2 or 3 feet of sand. The other items are simply items that were not found when the Custodian went in, and it is assumed they were lost, destroyed or stolen, my lord. I might just ask this man about this belting, my lord, and shafting.

Q Mr. Hotschum, you have made a claim for \$150.00 for belting and shafting which were apparently in the work shop. Would you mind describing to his Lordship what that belting and shafting was?

A It was from the band saw engine to the main drive.

Q That is the building. What would the shafting be?

A Inch and five-eighths shafting.

Q Was that suspended from the ceiling?

30 Was that the general shaft that went along for

F. H. H. H. H.
Gross-Exam.

different tools to operate off?

A. That was on the ceiling, that shafting.

MR. HUNT: I wouldn't submit, my lord, that was part of the building. I don't think there is anything else, my lord. The real property is a straight question of valuation. Again, on the buildings, our appraisers will be there and it is a question of value.

As far as the mining shafts are concerned, we will have to produce evidence to support our claim it was under the custody, control or management of someone else.

THE COMMISSIONER: Is there any re-examination?

MR. VINTAGE: I will ask my learned friend if he will kindly put in the first analysis which we got in connection with this claim. I am sure it will be quite useful because there are a number of facts set out in the first analysis not set out in the second analysis. I was going to ask my learned friend in view of the fact it contains a lot of information from the Catholic's file. If he would kindly put it in, for instance, one very, very material statement --

THE COMMISSIONER: You better wait and hear what your friend has to say about the admission of it in the first instance.

MR. HUNT: My lord, I am not proposing to put this in. If my friend wishes it in, it will be up to your lordship, but the claim which was originally made was totally inadequate in detail and accordingly I didn't consider this analysis necessarily appli-

cable to the claim as finally made. I have no particular objection to the information there but I would have to re-align it and see if it is relevant, my Lord.

THE COMMISSIONER: I think in the circumstances it would be very much better if you wait for cross-examination, Mr. Virtue. The Custodian will have to come in and justify his conduct in regard to this property, and I would prefer to get evidence from him that is complete rather than perhaps the garbled statement that is set out in this document which counsel does not now wish to put in.

MR. VIRTUE: Well, my difficulty is my learned friend has conveyed the impression that the Custodian did not get hold of this property until quite a late date, and I am afraid I will have to put this in now.

THE COMMISSIONER: You can put it in if I admit it, but as presently advised I am not disposed to admit it. On what ground do you suggest that document is admissible?

MR. VIRTUE: When this matter first came up, my Lord, the only thing that was lacking in our entire proof of claim was simply the complete list of chattels in the inventory, that is the valuation of the chattels, but my learned friend had all that information and it was just a case of giving him the value we were putting on these chattels, so that the general information is contained in here, and that is all I am getting at. The general

information contained in the first inventory he has given us is still applicable.

THE COMMISSIONER: Since your friend now objects to putting it in, I do not propose to admit it, and I do not think you are prejudiced in any way because the Custodian will have to come in and justify his conduct here. You will then have the benefit of the information that is in that document for the purpose of cross-examination.

10 MR. VINTAGE: Very well, sir, I will let it go until that time. I think I should ask my learned friend to admit now, however, that the Westminster Trust Company was appointed by the Custodian to act as the Custodian's agent concerning this property and visited the property and took over on July 27th, 1942.

MR. BRYAN: I admit no such thing, my lord.

MR. VINTAGE: All right, we will cross-examine on it.

THE COMMISSIONER: I think it would be very undesirable to leave these questions for cross-examination later.

20 MR. VINTAGE: With regard to the lease, my lord, my learned friend has put in the bare lease. I would like it on the record that the full lease should be referred to, because I take it from the lease it was subject to cancellation at any time by the Custodian the moment he took over. He could have stopped in and taken over that property had he wished. You will find that the lease says on the second page, "until cancelled" or words to

30 MR. VINTAGE: Yes, my lord,

MR. VIRTUE: Yes, my lord.

THE CHIEF JUSTICE: Is that all? That is all, thank you,
Mr. Watson.

(Witness aside)

(PROCEEDINGS ADJOURNED SINCE DEB)

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

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

Vancouver, B. C.,

September 28th, 1949.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

D. T. B. BRAIDWOOD, Esq., appearing for the Crown.
A. G. VIRTUE, Esq., K.C., appearing for the Claimant.

THE COMMISSIONER: This is for the purpose of an explanation from Mr. Shears as to the Custodian's dealings with the Rototuna Boat Building plant. All right, go ahead, Mr. Braidwood.

MR. BRAIDWOOD: Well, my lord, this morning we heard from Mr. Virtue, who was making, as I understood it, two basic claims, the first being that the machinery and equipment of this boat building works concerned in the present claim should have been sold in a sense as a going concern, or as a unit, rather than sold in a piecemeal manner as actually it was done; and the second basic contention, as I understood it, was the Custodian or his representatives had not properly dealt with the property as to looking after it and obtaining appraisals and disposing of it in the most expeditious manner.

Now, I have asked Mr. Shears to come up here today to give your Lordship an account of the Custodian's handling, with a view to answering both of those suggestions at once.

FRANK G. SHEARS, called, testified as follows:

DIRECT EXAMINATION BY MR. BRAIDWOOD:

Q Mr. Shears, you have looked into the file, I under-

25
F.S. Shanks,
In Chief.

stand, and acquainted yourself with the steps taken by the Custodian? Would you be so kind as to give us, as well as you can, an outline of what steps the Custodian took, with regard to the claimant's assets, from the time of the first dealings with those assets by the Custodian?

10 A I looked into the file during the noon hour, my lord. On May 26th, 1942, one of our office staff, or one of our field men, Mr. Smith, went to this property and made just a general report stating that it was a boat building plant, and that the doors and windows had been locked and boarded, and there were chattels in the building. There was a brief inventory given, but it didn't attempt to list everything down.

In view of that on the 3rd of June, 1942, we wrote to the Westminster Trust Company, stating "The above named Japanese is registered with the Custodian, who is looking after his Real and Personal properties."

20 An inventory of his Boat & Repair Shop is enclosed, and the Custodian desires that you investigate and take control of the assets, and take such other action as you may deem necessary in order to preserve and protect the property."

THE COMMISSIONER: May I intervene here? There was evidence this morning of a lease by the claimant to a man named Olson, I think the man's name was. I gather from your inspector's report of May 26th, Olson must have been out by that time.

P. S. Shure,
In Chief.

Q Do you know of any explanation? He refers to the place being boarded up and no one there. At least, that is the way I interpret it.

MR. BRAIDWOOD: I think that wasn't so, my lord. I think Olson had gone away himself and had left a man in charge.

THE WITNESS: I was just reading Smith's report, which says definitely the doors and windows were locked and boarded.

THE COMMISSIONER: Q: Yes. Then will you, at your own convenience, deal with the lease question, because that Inspector's report would indicate that the tenant had vacated, or certainly wasn't there. I think that is clarified later.

The Westminster Trust Company replied to our letter on June 26th, 1942, and they speak of having made two visits to the above man's repair place and checked the inventory.

"The small stuff mentioned is locked in a big wooden box in shed on boat house.

The first visit I made I met Mike Olson's son whose father has a lease on this place, and asked him to tell his father to bring the lease into this office, but on my second visit I find that Olson is up at Rivers Inlet with Nelson Fisheries, and where the lease is I do not know. I find a man named E. Herman who has been left there by Olson to look after the place. He lives about 150 feet away from the place and at night would

F. G. Shure,
In Charge.

"We too far away to hear anyone in the boat shed, which has a lot of lumber and machinery in it. It is in a rather bad state of repair and already some children have broken some boards and got in, but I can find nothing missing as yet. This Japanese has a building he lived in which is boarded up and somebody has put a Custodian sign on it."

That was undoubtedly Mr. Smith of our office.

"This building is close to the shed and if it were possible to let Mr. Norman live in there and put a good dog in the shed I believe we could protect Motomune's effects."

Then a letter of July 27th, 1942, also from the Westminster Post reads:

"I have completed the checking of the tools and equipment owned by the above and stored in his backhouse and shed and everything appears to be there except one item 'Pipe Fitting altogether', valued at \$46.00, which I understand he sold to his brother."

So there doesn't appear to be any dispute of the Custodian taking over what was there.

Q And that report was in June?

A That report was in June, June 27th, 1942, sir.

"Mr. Norman, who has been left there by the Mr. Olson, who has leased the boat house from Motomune, has a key to the shed where the most of the articles are stored. It is his key and fits the padlock left on the door by Motomune, so I am getting a new

P.O. Shears,
In Chief.

"padding and keeping the keys as it will be hard to keep a check on the tools, etc., if anyone else is allowed access to them."

"Also I gave Mr. Arnold permission to live in Hototom's house and went in and made a complete check of the effects left in there, the list of which is attached. The house has been boarded up and had not been tampered with. Mr. Arnold is also getting a dog to tie in the shed at night as suggested in my letter to you of June 26th."

These were the initial steps, sir, taken in regard to protection. Hototom did give a lease to Mike Olson. The lease is on a month to month basis, payable at \$15.00 a month to the British Columbia Electric Railway Company, who were the owners of the land on which Hototom's property was located.

MR. BRAINWOOD: Or Mr. Shears, would you tell his Lordship, please, the circumstances under which the B.C. Electric lease was granted as to the length of time?

A: It was on a month to month basis, sir, and as far as I am aware, they had the option of asking Olson to renew it at any time. The lease does go on to give Mr. Olson -- it reads this way: "The party

of the first part hereby covenants with the party of the second part that should the party of the first part decide to sell his aforementioned plant, the party of the second part shall have the first right of refusal to buy same."

F. S. Moore,
In Chief.

I would like to refresh your memory, if I may, sir, that in cross-examination when H. J. Hansen was asked regarding his equipment and tools, he definitely stated that they were not loaned to Olson.

THE COMMISSIONER: Q: Yes, I recall that.

A: And all he was loaning to Olson were the buildings, which he calls here his plant.

10 Then I think this will make it as connected as possible, sir. You will remember that we had a general policy of liquidation that came into effect in 1943 and which included a policy of liquidating chattels. Now, in view of the fact the chattels were not covered by the lease, we saw no reason at that time why any exception should be made in regard to the equipment and chattels that were available for sale. Whatever date was 20 we had that equipment appraised by one of the members of the firm of MacLennan, McFoley & Prior -- the firm of Mac & Mac.

MR. BRAIDWOOD: Q: Mr. Rand, I believe.

A: Mr. Rand.

THE COMMISSIONER: Q: You differentiate between equipment and tools?

A: No. There was a differentiation between them and a few household effects. He was there to value the equipment and tools, but not the few bits of household equipment.

Q: The equipment was under the lease?

A: No, there was no equipment under the lease at all.

20 Q: The sub-lease excluded the tools and equipment?

F.S. Shure,
IA Chief.

A Yes. In fact, the lease is just for what is called the plant buildings.

10 Q. Now A & B did submit an appraisal, which was in the amount of \$429.00. At that time we decided that we would still sell these goods by public auction, but there was a reserve placed, so that unless the appraised price was reached, they couldn't be sold. The final effect was that while the appraisal was for \$429.00, by selling them at public auction the gross amount realized was \$429.00, and it was on that basis we felt we were just carrying out the usual policy of liquidation of the Custodian, and these articles were sold.

Q. You realized the reserve?

15 A. We realized the reserve, and that can be checked off, taking the chattel returns, which are these yellow sheets, together with the appraisal, and while I can't say you can find every article, you can find all of the major articles agreeing, and in any event the total realization was more than the appraised price.

20 Then, coming to the question of the Custodian's disposition of the plant and the buildings, we were faced with the fact they were under lease and also that O'Connell had the first right of purchase, if they were available for sale.

25 Q. Now did, however, have the property appraised on August 28th, 1944. No, correct me, that is the wrong date. Yes, that is right, on August 28th,

29
P. S. Moore,
in Ch. F.

1944, when we had it appraised by Messrs. Gaultard, Sutherland & Company, and that is in, sir, as Exhibit 7. I merely mention that, sir, that he values the boat house at \$250.00, the dwelling at \$450.00, the dock at \$100.00, with a total of \$700.00, and states that it was built of scrap lumber and was in a dilapidated condition. The foundation was on an old pier that had been entirely disintegrated, and had partly collapsed, throwing the whole building out of line. That was August 28th, 1944.

18 Our office appeared to have quite some difficulty in contacting Olsen, due to the fact he was a fisherman, and we were not able to contact him and there was no effort to sell until we got his interest in the purchase.

On February 19th, 1945, we had Gaultard, Sutherland review their appraisal and they stated

20 "On checking our appraisal on the above property at South Westminster we find there has been a great deal of sand pumped on this property during dredging operations carried on in the river. The dwelling was valued at \$450.00 and we now suggest that this be cut to \$215.00."

So, in effect, they reduced their original valuation of \$700.00 to \$560.00, on account of the changed condition between August 28th, 1944, and February 19th, 1945.

20 Now, sir, in calling up today during the noon

F.A. Sherr,
in chief.

Now, I hung up and got in contact with Mr. Martin, the district engineer of the Public Works Department for D.C., and I just asked him the question that in carrying out dredging operations just what responsibility did they have and was it a question of dumping sand at high water mark, or anything of that nature. His reply was their authority was when they started dredging operations and wished to dump their sand on property, to contact the owner of the property for his consent. He had no recollection of it and said that property was owned by the D.C. Electric and he wasn't quite sure, but he thought they would have given their consent before they started pumping the sand on their property.

As I would say, sir, that we had no rights in that matter, and even had Metcalfe been living there himself, I can't see that he would have had any rights in view of the fact that the land was owned by the D.C. Electric.

20 MR. BRAYWOOD: As Mr. Sherr, the Custodian had no control over the dredging operations, did he?

A Oh no, not at all.

THE COMMISSIONER: That might give you a claim against the D.C. Electric, Mr. Virtue.

MR. VIRTUE: We are not going that far afield, sir.

There are people a lot closer to us than that, who have some responsibility. |||

THE WITNESS: Then we did advertise the property for
30 sale and I am sure the exhibits are in on it, sir.

F. G. Shears,
In Chief.
Gross-Exam.

We advertised it in three parcels, one for the dwelling -- I had better look at it again -- Parcel "A" was for the boat building and repair shed and the decking, and Parcel "B" was for the dwelling house, and Parcel "C" was a combination of both "A" and "B".

The only tenders that were received were from a Mr. Generous, who belied his name, I think, who offered \$200.00, and then Mr. Olsen did come back and submit an offer of \$575.00. In view of the fact we had a valuation at that time of \$565.00, the Custodian did accept Mr. Olsen's offer, and sold those buildings.

I think, sir, in brief, and just with the short time I have had to review the file, that that is the overall picture.

THE COMMISSIONER: Well, that gives the information that I required, Mr. Shears. Now, counsel are free to examine Mr. Shears on any point they wish to cover.

MR. VIRTUE: Have you concluded?

MR. BRAIDWOOD: Yes, I have concluded.

CROSS-EXAMINATION BY MR. VIRTUE:

Q Mr. Shears, you spoke of advertising this property for sale in three parcels. When was that done?

A On the 14th day of March, 1945. Tenders were to be received by the 3rd day of April, 1945.

Q Now, this man was evicted in April of 1942.

30 A Was that the date?

F.O. Shears,
Cross-Exam.

Q Yes. About that, we will say.

A Yes.

Q So that we can take it, then, it was three years after his evacuation that you began to let the public know that this property was for sale?

A That is true.

Q And in the meantime, the sand had been pumped on the property?

A Yes.

10 Q And I take it the property had not been used? It was in a state of dis-use?

A It was under lease by Mototsune to Olsen, who had the right under the lease to sub-let or almost do what he liked with it.

Q All I am getting at is, as far as you know the property wasn't used as a boat-building establishment?

A I would say no.

Q And you had the right under the lease, also, to cancel it in a month?

A We didn't.

Q The Custodian did?

A No, I wouldn't say

15 B that. That was the lease arrangement which Olsen had.

Q Maybe I misunderstood you.

THE COMMISSIONER: What Mr. Shears said was that the lease gave the B. G. Electric the right to terminate the lease at any time, if they wanted.

MR. VIRTUE: He had previously said that the lease to Olsen --

Q Maybe you didn't intend to say it, or maybe I mis-heard you, but the lease to Olsen was on a month to month basis?

A No, that is not

F. S. Shears,
Cross-Exam.

correct. It is from the date hereof until the cancellation of this agreement or the party returns to U. S.

Q Until the cancellation of the agreement.

MR. BRIDGEMAN: I think the lease is in. It speaks for itself.

MR. VIRTUE: Q: At any rate, Mr. Shears, this same lease to Olsen was in existence when you finally did proceed to let the public know about the property, on the 14th of March, 1945?

A Yes.

Q So, if you had the right on the 14th of March, 1945, to let the public know it was for sale, you had the same right month after the man was evacuated?

A Our policy of liquidation didn't come into effect until June, 1943.

Q But I am talking about your legal powers.

THE COMMISSIONER: That is a matter for me to determine, is it not? It is not for Mr. Shears to say.

A I wouldn't know.

MR. VIRTUE: Q: Now, when did you let the public know that there was a boat business of this character for sale as a going concern?

A Never, because we never had a boat business concern to sell. Olsen, even if he had operated it, wouldn't have had Hotchkiss's equipment.

Q Mr. Shears, I don't want to interrupt you, but my question was, when did you let the public know you had a boat building business for sale?

THE COMMISSIONER: He has said he never did, at any time.

Let us get on with something else. You do not need to answer that, Mr. Shears. Let us get on with something else. You have had your answer, Mr. Virtus.

MR. VIRTUS: Q: Did you ever make any attempt to sell this business, as a going concern?

A: Never.

Q: Now, when did you first visit this property yourself?

A: I don't recollect. I am not sure. I don't think I saw this property myself.

10 Q: When did you first find out that sand had been dumped on the property?

A: At the time we received -- excuse me, now -- I can only say it would be between August of 1944 and February of 1945.

Q: So that, is it fair to say this, that as far as you know neither you nor the Westminster Trust Company ever took any steps to stop sand being dumped on the property?

A: The Custodian didn't, and I can't answer for the Westminster Trust Company, but I doubt if they did.
20 Not as our agent, anyway.

Q: As far as you know. You have no knowledge that Westminster Trust Company took any steps in that regard either?

A: No.

Q: Am I right in taking this from your answers -- I may have been confused about the B. O. Electric lease, but am I right in taking this from your answers, that under the lease to Olsen there was no equipment or tools?

A: No equipment or tools, and he states that in his evidence.

30 Q: So that as far as the equipment and tools were

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P. C. Shears,
Cross-Exam.

concerned, those were available to you to dispose of at any time?

A: After our policy

of liquidation, yes.

MR. VIRTUE: All right, thank you, Mr. Shears.

THE COMMISSIONER: Any re-examination?

MR. BRAIDWOOD: No, my lord.

THE COMMISSIONER: Thank you, Mr. Shears. I don't think we will require anything further from you.

-(Witness aside)

10 THE COMMISSIONER: I will hear you now, Mr. Virtue.

MR. VIRTUE: On the Rototoms claim?

THE COMMISSIONER: Yes. We might as well dispose of it.

MR. VIRTUE: It seems to me that Mr. Shears' evidence adds weight to the position we have taken, which was this: That no effort whatever was made to sell this property as a going concern; that there was an effort after a very considerable delay of nearly two years to sell it piecemeal, and that it wasn't until the 14th of March, 1945, three years after evacuation, or almost three years, that the property was even advertised for sale in parcels.

Now, one can readily see that that method of selling the equipment and plant and tools of a successful boat building establishment wasn't the method which would obtain its fair value.

Now, the other thing is that owing to the delay in disposal, this property was covered with sand. Now, excuses may be offered, and we have a second-hand story from a dredging man that he thinks he may have got some, but we know that had

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Argument.

the property been our property, or had it been property anyone of us was responsible for, we wouldn't have consented to anyone pumping sand on our property, especially when that property was housing valuable machinery.

For that reason, sir, without adding anything to what I said this morning, we say that for three reasons: First, that the property was sold piecemeal; second, that there was a very long delay; and third, that the property was allowed to deteriorate which didn't bring anything like its true value.

I don't blame Mr. Shure for that, with all the obligations he had on him, but a person with an aggressive sales policy would have governed themselves differently, and I have no doubt that a fair value could have been realized.

Now, there is one fortunate thing in this case, that we don't have in many cases, that is there is absolutely no dispute about the plant and equipment and chattels being right there. Apparently everything the man listed was right there, and if the value wasn't obtained for it, it is no personal fault of Mr. Shure, but a breakdown in the sales policy which wasn't equipped to deal with a plant of this kind. Their auction sale policy may have been adequate in some cases in taking care of a little bit of household furniture, but certainly there was no machinery in existence or put into operation to sell a plant as valuable as this, which was a going concern.

Argument.

X THE COMMISSIONER: I do not need to hear from you, Mr. Braidwood.

The lease created by Metetrums himself on the 18th of April, 1942, provides for a terminable tenancy in Glen. It also provides for something in the nature of an option in Glen to acquire the plant.

10 The lease was never terminated, according to the evidence before me, consequently I do not consider that it was open to the Custodian at any time to have made a sale of the premises as a going concern. It did lie in the power of the claimant himself to have terminated this tenancy and to have had the contents as well as the building sold. That was not done. So, I hold against Mr. Virtue on his first proposition, that the Custodian was at fault in failing to sell as a going concern.

20 Now, so far as the damage to equipment is concerned, caused by pumping, we have very little evidence as to what of the articles were damaged in this way, but I cannot appreciate that the evidence goes so far as to indicate fault on the part of the Custodian, which resulted in damage through pumping sand on this equipment. It must be remembered the tenancy was still in being, and there was some evidence given by Mr. Shears to the effect that the owner, namely the B. C. Electric Railway Company, had been informed of the fact that pumping was to be done, and there is no evidence that any such notice was given either to the tenant or to the

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38
Decision.

Custodian.

The fact remains said was pumped, but the evidence does not support, in my judgment, Mr. Virtus's contention that such damage has resulted from a lack of responsibility of the Custodian, or fastens upon the Custodian.

10 There is evidence that the Custodian caused this property to be inspected as early as April of 1942, and that in June, 1942, a full inventory was taken; that the chattel property was appraised and that when the sales policy was adopted by the Governor-in-Council that more than the appraised price was realized on the whale.

In the circumstances, I can see no justification for any increase in the recommendation previously indicated by myself.

(Concluded)

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

J. P. Harrison
Deputy Official Stenographer