

3913

OFFICE OF THE CUSTODIAN JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: Stephen Shinji Sato

HOME ADDRESS: 92 Chatham St. Steveston, B.C.

REGISTRATION NUMBER 04485 SEX: Male AGE: 43

OCCUPATION: Transfer

(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:

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Frances Masae Sato

ADDRESS OF WIFE OR HUSBAND: 92 Chatham St. Steveston B.C.

NAMES OF ANY LIVING CHILDREN: Nobu, Akio, Amie

ADDRESS OF CHILDREN: 92 Chatham St. Steveston B.C.

AGE OF CHILDREN: 17, 15, 12

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

1. LOCATION AND DESCRIPTION: Lot Five "A" (5A) Five "B" (5B) Six "A" (6A) Six "B" (6B) Seven (7) Eight (8) and Nine (9)

Block Four (4) of Section Ten (10) Block Three (3) North Range Seven (7) West map (249) in the district of New Westminster.

2. BUILDINGS AND OTHER IMPROVEMENTS: One 2 story building.

3. INSURANCE (Give particulars; state where policies are) Insured for \$1500.

at London & Lancashire Guarantee & Accident Co.

4. TAXES (Amount and where payable) 1940 Tax \$93.20 paid to Corp. of Richmond, B.C. after that tax unpaid.

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

6. OCCUPANCY AND LEASES (If vacant so state) The property was leased

to John Kercher at \$17.00 per mo. payable at the Royal Bank, Steveston into S. Sato's deposit acct.

4. INSURANCE CARRIED ON ABOVE PROPERTY: Yes (for \$500.)

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: No

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
No

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
No

8. BANK ACCOUNTS: Royal Bank, Stenaston, Savings acct No. 3-361

9. LIFE INSURANCE: No

10. INTEREST IN ANY ESTATES OR TRUSTS: No

11. SAFETY DEPOSIT BOX: No

LIABILITIES:

1. PERSONAL DEBTS: / Note - on typewriter & P.

2. TRADE DEBTS: /

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 6th day of Aug 1942.

(Signature)

T. Nakai

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date June 10, 1943

Our File No. 3913

Full Name SATO, Shinji Stephen
(Surname in Block Letters)

Registration No. 04485

Male - Female
(check)

Age July 9, 1898

Former Address P. O. Box 260, Steveston, B. C.

Date Evacuated April, 1942 Naturalized - Canadian-Born - National
(check)

Present Address c/o Braun House Co. Op., Headingly, Man.
531 Sargent Avenue, Winnipeg, Man.

Married - Single
(check)

nee
Name of Wife (TAMURA) Frances Masae deceased

Name of Husband - -

nee
Name of Mother (SONE) Chiyo deceased

Name of Father Soshiro, #05634 deceased

Names of Children under 16 Akio (M) 24/1/27 - Nobu (F) 8/12/24
Amie (F) 5/2/30

Requested by E.C.T.

Registered with Custodian yes
(Yes or No)

Additional Information Transfer business. 1 truck. House at 92 Chatham St. (also land)

R.C.M.P. - May 4, 1944

This Indenture

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

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between: STEPHEN SHINJI SATO, of Steveston, in the Province of British Columbia, Transferman.
and
JISHIRO SATO, of Steveston, in the Province of British Columbia, Fish Collector.
hereinafter called the "Lessor" of the First Part:

Insert full
Names,
Addresses
and
Occupations
of parties.

And JOHN KERCHER, of Steveston, in the Province of British Columbia, Canneryman.
hereinafter called the "Lessee" of the Second Part:

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

Lots Five "A" (5A) Five "B" (5B) Six "A" (6A) Six "B" (6B) Seven (7) eight (8) and Nine (9) of BLOCK Four (4) of Section Ten (10) Block Three (3) North Range Seven (7) West Map Two Hundred and Forty-nine in the District of New Westminster.

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining, together with all Furniture and Fixtures according to Inventory attached and which is made part of this agreement

EXHIBIT NO.

DATE

FILLED BY

932-8
Sept. 2/48
Chasen

From the Twenty-third day of _____
 term of _____
 duration of war with Japan
 for the _____
 Dollars

Yielding during the said term therefor the rent of Seventeen (\$17.00) Dollars
 of lawful money of Canada, payable on the following days and times that is to say:

The sum of Seventeen Dollars (\$17.00) on the first day
 of each and every month said sum of Seventeen Dollars to
 be deposited in the Royal Bank of Canada, Steveston, to
 the credit of the Lessor.

The Lessee to have the benefit of all crops now sown
 without remuneration whatsoever, providing however that
 should it occur that the Lessor returns at any time
 before the fruit crops are over, then the Lessor and the
 Lessee shall divide the crop share and share alike.

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

That the said Lessee covenants with the said Lessor to pay rent, and to pay rates
 for water, electric light, gas and telephone.
 And to repair, and to keep up fences, and not to cut down timber;
 And the said Lessor may enter and view state of repair, and that the said Lessee will repair
 according to notice.
 And will not assign without leave, and will not sublet without leave.
 And that he will leave premises in good repair;
 And that he will not carry on any business that shall be deemed a nuisance on the premises.

Provide for re-entry by the said Lessor on non-payment of rent, or non performance of covenants
 Provide for re-entry on seizure or forfeiture of the said term.
 The said Lessor covenants with the said Lessee for quiet enjoyment.

PROVISO for re-entry by notice of six calendar months being given to the
 Lessee by the Lessor in the event of his return to Steveston.

Goods left in charge of Mr. John Kercher, 92 Chatham Street,
Steveston, B.C., property of Stephen Shinge Sato and
Jishiro Sato.

S. S. Sato.

- 1 3 Pcs. Chesterfield Suite
- 1 7 Pcs. Dining Room Suite
- 1 Kitchen Range
- 1 Kitchen Table
- 10 Chairs
- 1 Office Desk
- 2 Chairs
- 3 Writing Tables
- 2 Lamps
- 5 Beds Complete
- 1 Phonograph
- 1 Bureau
- 1 Piano Taken away by Bowen Innis House.
- 1 Platform Scale
- Sundry Garden Tools
- 1 Lawn Mower
- 1 Scythe
- 1 Water Hose
- Sundry Carpenter Tools
- 2 Porcelain Jars

Jishiro Sato.

- 1 Trimming Board
- 1 Camera Stand
- Pipe Wrench
- Crescent Wrench
- 1 Book Stand
- 1 Small Table
- 1 Business Desk and Chair.

} See file 2035
for details list.

x John Kercher

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

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

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

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

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

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature of Witness

Street Address 78 Georgia Street,

City or Town Steveston, B.C.

Occupation A Commissioner Etc.

V. T. Vato
J. Vato
John H. Archer

J. D. MATHER

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUL 27 1942

312 METROPOLITAN BUILDING

VANCOUVER, B. C.

July 24, 1942

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

Dear Sir:-

Your File No. 3913
3435

Re - Shinji Stephen SATO - Reg. No. 04485
Jishiro SATO - " " 04486

I beg to enclose herewith copy of Lease between the above and John Kercher with inventory attached, signed by the said Kercher, which Lease is referred to in my report of April 28th. I would consider the rental of \$17 as stated in the Lease to be a fair rental of the premises.

The arrears of taxes for the year 1941 on the property amount now to \$93.20. The taxes for the year 1940 have been paid on March 26th of this year.

Sato took with him on evacuation, some of his personal effects, the balance as per inventory being left in care of Kercher the tenant. The Piano referred to in the inventory has been re-possessed for the debt to the Bowes Piano House and I would not consider there would be any equity to Sato in this instrument.

In the matter of insurance, there has recently been a Policy taken out, Number 3400795, London & Lancashire Insurance Company for \$2000 covering \$1500 on dwelling and \$500 on contents to expire July 14th, 1945. The premium on this Policy has been paid.

I would consider that the tenant Kercher be notified that the rent be paid to Mr. T. C. King, Agent for the Custodian, so that the Custodian might see that the amount is applied properly on the taxes owing. I might add that up to the present time, Kercher has refused to recognise Mr. King in any way.

Yours truly,

J. D. Mather

*See list
attached to file
on R.P. section of file*

JDM/ED

Mulson
2

Green

September 14, 1946.

REAL PROPERTY SUMMARY

JAPANESE NAME: Stephen Shinji SATO, Registration #04485, File #3913.

CATALOGUE NO: 829

PROPERTY ADDRESS: 92 Chatham Street

LEGAL DESCRIPTION: Lots 5A, 5B, 6A, 6B, 7, 8 and 9, Block 4 of Section 10, Block 3 North, Range 7 West, Map 249, Municipality of Richmond, District of New Westminster.

CLASSIFICATION: Dwelling.

ASSESSED VALUE:

Land	\$2196.00	Taxes (annual)	\$ 85.59
Improvements	\$2560.00	Appraisal	\$2500.00

TITLE: Registered in the names of Jishiro Sato and Steven Shinji Sato, tenants in common.

ENCUMBRANCES: None registered and no indication of any unregistered. Vesting Order No. 25584 - March 18, 1943.

HISTORY OF ADMINISTRATION: The Custodian's representative reports on April 28, 1942, "The house is frame, shingle roof, with basement containing 8 rooms, in fair condition, but otherwise need painting outside. Is well finished inside with bath and toilet. This house was built by a white man and is very different from other houses built by Japanese."

Before evacuation, the Satos entered into a Lease Arrangement with John Kercher on March 23, 1942 for the duration of the war with Japan, \$17.00 per month, water extra. Included with this Lease was all furniture and fixtures per inventory attached. This arrangement was not disturbed by the Custodian. Mr. Kercher remained in possession up to the time of the sale of the property. It is noted he ran into arrears in water bill in the amount of \$36.00. The Custodian did not insist on the collection of this amount as through the sale, we removed the furniture which was a portion of the rental agreement. Mr. Kercher would have asked a reduction of rent had we insisted in payment of the water bill.

Insurance in the amount of \$2000.00 - \$1500.00 on the house and \$500.00 on the contents was carried.

SOLD: To William H. Thompson and Mary Thompson for \$2750.00. Adjustments calculated as of September 6, 1944. Funds released to the joint accounts of the SATOS on January 4, 1945. A complete statement of the transaction was forwarded to them on February 9, 1945. Title #179645-E delivered to the purchaser on Jan. 12, 1945. Division of funds was agreed upon between the SATOS. Two-thirds to Jishiro SATO being \$1838.35 and one-third to Shinji SATO in the amount of \$919.42.

(over)

File No. 3913.

REAL PROPERTY SUMMARY FOR CLAIM.

March 12th, 1948.

CLAIMANT:

(Mr.) Stephen Shinji SATO

Reg. No. 04485.

**PROP. SUBJECT
OF CLAIM:**

92 Chatham Street, Steveston, B.C.

(Catalogue No. 829).

being
Lots 5A, 5B, 6A, 6B, 7, 8 and 9, Blk. 4
of Sec. 10, B3W/7W, Map 249, Mun. of
Richmond, D.N.W.

CLAIM:

Estimated fair value as per claim:

Land	\$2,196.00
Buildings	2,560.00
	<u>\$4,756.00</u>
Custodian Cr. as per claim	2,779.95
(Actual Gross Selling Price \$2750.)	

CLAIM - \$1,996.05 Correct amount: \$1,976.00
error in subtraction
by Japanese.

Above Japanese has 1/3 interest in property. His brother Jishiro SATO has 2/3 interest.
However Stephen Shinji is claiming for all the property - see Claim 4(d).

REFERENCES

HISTORY

JP's

Declared 14th April also 6th August, 1942.

RP.1

C of E #51405, dated March 17/43, notes vesting in the Custodian.

RP.2

J.D.Mather's report April 28/42, states: The house is frame, shingle roof, with basement, containing 8 rooms, in fair condition, but otherwise needs painting outside. Is well finished inside, with bath and toilet. This house was built by a white man and is very different from other houses built by Japanese. There are a few fruit trees on this property.

RP.3

Assessed Value (1942)

Land	\$2,196.00
Improvements	2,560.00
Taxable Value	3,476.00
Total Taxes	85.57

RP.4

Valuation rec'd., Coulthard, Sutherland & Co.Ltd., \$2500.00, 24/4/44.

RP.5

OFFER rec'd., from G.H.Rolston through C.C.Robinson, 24/3/43. Rejected.
Letter rec'd., from Stephen Shinji & Jishiro SATO stating desire to sell prop., & some chattels for \$3,000.00, Jan.14/44. Letter rec'd. from Mrs. Rolston offering to purchase prop. for \$3,000.00 (not including chattels). Custodian letter Mar.13/44, requesting Rolston to send in a bid - no bid rec'd.

RP.6

Offer rec'd., W.H.Thompson, \$2750.00 Cash, 26 Aug./44. ACCEPTED.

RP.7

Approved by Advisory Committee, August 31/44, \$2750.00, W.H.Thompson.

File No. 3913.

Page 2.

March 12th, 1948.

(Mr.) Stephen Shinji SATO.

REFERENCES

HISTORY

RP.8 48A

Shinji Stephen SATO advised of sale, 21 Sept./44, \$2750.00, also Feb.9/45, and provided with Statement of Sale and Statement of Account.

RP.9

Photograph taken April 13/43.
Statement of Account to date.

/js

September 14, 1946

PERSONAL PROPERTY SUMMARY

Re: Stephen Shinji SATO
Registration No. 04485

CHATELS:

See Chattel Summary

**SPECIFIED
ARTICLES:**

The file reveals one 1936 International Truck No. T48
License No. (41) C-4293 was sold to Cartwright Lumber
Co. Ltd. on August 22, 1942, for \$500.00 and the net
proceeds credited to his account in December, 1942.

**BANK
ACCOUNTS:**

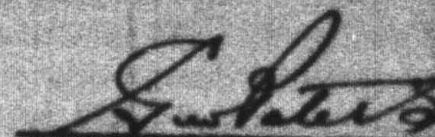
The Royal Bank of Canada, Steveston, B. C. Account
No. S-361 \$20.00
No action required by Custodian on Bank Accounts.

**ACCOUNTS
RECEIVABLE:**

Refund of B. C. Electric Railway Co. Ltd. security
deposit for light dated July 1945. \$ 3.00

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

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



George Peters
Administration Department

GP/1c

USED CAR APPRAISAL RECORD

NAME T 48

ADDRESS

Paint		Make	
Tires	<u>4</u>	157	
Body & Fenders	<u>✓</u>	Body Style	<u>Flat fender</u>
Glass	<u>✓</u>	Make	
Top	<u>✓</u>	Year	<u>36</u>
Nickelling	<u>✓</u>	Licence	<u>64293</u>
Radiator	<u>✓</u>	41	
Running Boards	<u>✓</u>	Serial	<u>12561</u>
Mats & Kick Pads	<u>✓</u>	Mileage	<u>73397</u>
Upholstery	<u>6H</u>	Remarks	<u>No spare</u>
Hardware	<u>✓</u>		
Motor Expense	<u>40</u>		
Transmission	<u>✓</u>		
Rear Axle	<u>✓</u>		
Universal Joints	<u>✓</u>		
Clutch	<u>✓</u>		
Steering	<u>✓</u>		
Brakes	<u>30</u>		
Tighten Up	<u>10</u>		
Muffler	<u>✓</u>		
Sundries	<u>15</u>		
Wash & Clean Motor	<u>2.00</u>		
Clean Interior	<u>0.00</u>		
Oil & Grease, Change	<u>1.00</u>		
Oil & Check Over	<u>1.00</u>		
Total	<u>91.00</u>		

Mod. interested in

Salesman

Selling price \$344.00

Date

Less Repairs

Appraised by

Allowance

For immediate acceptance only.

3833 3913 39435

EXHIBIT NO. 932-10
DATE Sept 24/44
FILED BY Brown

531 Sargent Ave Winnipeg
Dec 26th 1943

Dear Mr. A. H. Rolston,

I received your letter of Nov 29th. accepting to buy my property at my price and also the second letter of Dec. 15th. I am very sorry that I was unable to answer you promptly because I was in bed suffering from flu when I received your first letter. However, I am glad that I am well now and able to write to you.

As you mentioned in your first letter, there is a lease given to Mrs. Kercher. At the time we drew up, we did not think it's going to be a long war at all. The rate of rent was fixed at \$17.50 per month which is rather ludicrous. But at that time you also may know, the most of the people rented their properties only for the taxes to be taken care of by the lease.

I personally have no legal knowledge for what procedure must be taken for the cancellation of the present lease to complete the sale of the property to you. And I think

it would be best to confer the matter with the
Custodian at Vancouver. I will write to them in
this effect as soon as possible and will also
send you its copy. Meantime I want to you
enclose herewith the copy of the lease together
with the inventory of furniture and fixtures
for your convenience. I also enclose herewith
a letter for Mr. Archer to let you admit to
the premises for your inspection.

Among the articles mentioned
in the inventory one sewing machine and
one piano with bench were moved away with
the consent of the Custodian. I would like to
get \$3000⁰⁰ cash equivalent of these furniture
and fixtures in the inventory except four
piece bedroom suite with springs which belong
to Mr. (Mrs.) Sato, who will arrange with the
Custodian to send them to their present address.
This bedroom suite was in the right hand
side room in the apartment when we left with
the bureau with its contents with in such as
one large silver plate, two electric toasters, one
glass bowl with reflector, one glass baking dish
and one china plate which they wish to be sent
to them. I also want number of Japanese
kimonos to be sent to me. If I remember

right they are in a trust in the basement.
Besides the articles listed on the inventory
there are number of things in the basement which
do not belong to us. They are registered with the
Custodian by the owners. These of course will
be taken out by them through the Custodian.
As far as I can recollect now, they are about
all to mention.

I trust you will keep the
document and send them back to me whenever
I need them. And also I wish you will produce
them to the Custodian in case they want to
use them as I will let them know where they
are.

Wishing you a happy and
prosperous New Year

Yours sincerely

J. V. Pate

I hereby agree with the contents of the
foregoing letter.

J. Pate

No. 1

932-11
EXHIBIT NO.
DATE
FILE NO.
Brown

531 Sargent Ave Winnipeg
Jan 14 22 1944

Department of the Secretary of
State Office of the Customs
Vancouver B.C.

EVACUATION SECTION	
Rec'd	JAN 17 1944
File No.	57 57 36 56
Att.	
Returned	File

Dear Sirs:

Re: Property Sale.

I wish to inform you that I
decided to sell the property which is situated
92 Chatham St., Steveston, B.C. to Mr. G. H.
Robinson, Steveston B.C. and hereby earnestly
ask you to complete its transaction for me.

The property is owned by joint
ownership of John's late, my brother and
myself of which J. late is also quite agreeable
for the sale. And it is more particularly
known and described as:

Lot Five "A" (5A) Five "B" (5B) Six "A"
(6A) Six "B" (6B) Seven (7) Eight (8) and
Nine (9) Block Four (4) of Section Ten (10)
Block Three (3) North Range Seven (7)

West Map Two hundred and Forty-one (241)
in the District of New Westminster.

Mr. Rolston has been writing to me for
some time for the purchase of the above mentioned
property and lately we have finally arrived
at the satisfactory terms.

We had drawn a lease for the
said property including the furniture and
fixtures for the duration of the war to Mr. John
Korcher when we concentrated there. I sent
the lease paper to Mr. Rolston together with
the inventory of furniture and fixtures which
is a part of the lease. She will produce them
to you at your request whenever you need to
see them.

The price for the said property
shall be three thousand dollars (\$3000⁰⁰) in
cash provided that the furniture and fixtures
will be included in the sale except certain
things among them. Among the articles described
in the inventory attached to the lease paper a
piano with bench and a sewing machine were
already moved out as you know. The four
pieces of bedroom suite shall be sent to J. Lato

it is hereby requested together with the contents
of the bureau, namely one large silver plate,
two electric toasters, one glass bowl with reflecting
stand, one glass baking dish and one china
plate. I also want to get Japanese kimono
which are either in the trunk in the basement
or in some of the drawers. In the basement
there are number of things which do not belong
to us and which are also registered with the
Customs by the owners. These will be taken
out by the owners too.

Yours truly

J. Sato
Stephen Shinji Sato
Reg. No. 04485

I hereby agree with the contents of the
foregoing letter

J. Sato
Joel Sato
Reg. No. 04486

3913

R.P. 8A

February 9, 1945

Mr. Shinji SATO,
Reg. No. 04485,
931 Sargent Avenue,
Winnipeg, Man.

Dear Sir:

Re: Catalogue No. 829
92 Chatham St., Steveston
5A.5B/6A.6B.7-9/4/10

Please be informed that the above property has been sold as of September 6, 1944 for the sum of \$2750.00. An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

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

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

We propose to divide the revenues and the proceeds from the sale of this property equally between you and Jishiro SATO. If you have any objection to this, will you kindly advise us.

Yours truly,

G. D. Milson
Administration Department

GDM/GR

Enc.

c.c. B. C. Security Commission.

File # 100-
100

MEMORANDUM

July 26, 1944

To: Mr. Wright

From: Mr. Green

MR. GREEN'S FILE ON JIMMIE GREEN.

Stephen Green 1910 was admitted a lawyer in Kentucky and was active in the law until his death in 1944, and I should be glad of your assistance in this matter.

On March 24th, 1944, file 100-100 appears to be a lease between the two parties and John Green covering their house, furniture and fixtures as per inventory made part of agreement. This seemed a considerable number of items, such as: Chesterfield sofa, dining room sofa, kitchen range, as usual to kitchen, but mostly some small equipment, such as, refrigerator, small table, bathroom sink, and chair for Jimmie.

There is also a copy of this lease on Stephen's file, 100-100, and attached to it a small inventory taken by Mr. Robinson and signed by Mr. Green. This is no more detailed, it is merely the same as the above, but as distinction between Stephen's and Jimmie's things are made, the only other difference appears to be that the "kitchen garden" under the house.

The list in the lease on file 100-100 agrees fairly closely as to items and belongings with those declared in his two regular lists of April 1944 and August 1944, and as to Jimmie's in his registration of April 1944.

Finally, Mr. Green reported on this case on April 25th, 1944, enclosing inventory on the relevant file, identical with that attached to the lease.

In November, 1943, we referred to the inventory the inventory taken by Mr. Green and asked for confirmation of their correctness. This was furnished from Jimmie, but Stephen claimed that the efforts of his wife, Jimmie's wife, and another Japanese were included in the lease and omitted from my inventory. This appears not to have been followed further, though the inventory taken by Mr. Robinson attached to Stephen's lease, referred to above, may have been made as the result of this.

On March 24th, 1944, Jimmie forwarded to the U. S. Security Commission at Washington for the release of Jimmie, accompanied by Mr. Green, the U. S. Security Commission's Washington representative, this application, as the usual form relating to this case, signed

Memorandum to Mr. [redacted] (cont.)
[redacted]

On April 19th Mr. Eastwood of the S. C. Security Commission wrote to Mr. [redacted], evidently in reply to a letter from him which does not appear on our files, dealing with:

- (a) Procedure necessary to secure the bedroom suite, not shipped.
- (b) Stating that if the brothers would not pay the freight on the goods (this point having evidently come up in the auction) there would be no option but to arrange for sale by auction, in order to raise money for this purpose.

The writer commented on this letter to Mr. Eastwood on May 3rd, 1944, pointing out:

- (a) Effects included in a lease could not legally be removed while the tenant was in possession.
- (b) Agreeing with the necessity of auction to pay the freight if this was not paid by the brothers.

As a result (S. C. Security Commission's letter of May 19th, 1944, on file 1435 and letter of June 10th, 1944, on file 1512) the freight charges of \$124.15 and storage charge of \$9.38 totalling \$133.53, were paid by the S. C. Security Commission and the goods auctioned for a net sum of \$70.40.

The history of this case is as follows:

- (1) The original lease arrangements and subsequent inventories show that it clear (e.g. bedroom suite) exactly what belonged to whom.
- (2) Under these circumstances, [redacted]'s release of March 2nd, 1944, was misleading, as it asked for "all belongings" and our action in shipping everything we could get from the tenant was not unreasonable.
- (3) Finally, the goods would have been auctioned in any case and the only question that could arise would be whether the proceeds should now be made available to the [redacted] and the S. C. Security Commission, or ourselves bear cost of shipment.

File No. 3913.

CLAIMS DEPARTMENT

April 20th, 1943.

Shinji Stephen SATO, Reg. No. 04485

CREDITORS:

M. Nishiguchi Co., Ltd.

Saijiro WAKITA

Paid 21/43
\$52.91
113.37

References:

File No. 3435. Jishiro SATO, Reg. No. 04486.

HRD:DE

J.

*No further action by
Claims Dept.
21-4-43
D*

September 14, 1946.

LIABILITY SUMMARY

No: Stephen Shinji SATO
Registration No. 04483

Personal Debts: Bowes Music House, Granville Street,
Vancouver, B.C.....\$80.00 on piano.

In agreement with SATO the Bowes
Music House took possession of this
piano for the amount owing.

Claims: M. Hishiguchi Co. Ltd. \$ 62.91
Saijiro WAKITA 113.77

These were acknowledged by SATO in
his letter of June 14, 1943 and paid
on June 21, 1943.

Accounts Payable: As requested by SATO on May 15, 1945,
payment of \$54.70 was made to the
B.C. Security Commission, covering the
hospital/for his daughter.
account

The file reveals there are no other
claims against the above Evacuee.

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



George Peters
Administration Department

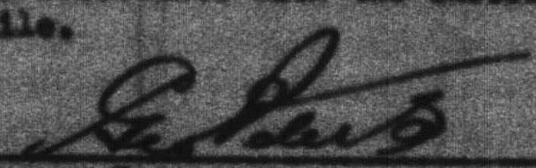
GP/10

September 18, 1945.

CHattel ScheduleRe: Stephen Shinji SATO
Registration No. 04485Re: Jishiro SATO
Registration No. 04486

DECLARED	INVENTORY	AUCTIONED	REMARKS
After shipment made to Winnipeg, the following chattels signed for by tenant, John Kercher, in his possession May 13, 1944.			
	Removed for auction May 31, 1945.		
<u>Under Lease to Mr. Kercher</u>			
1 Lampover	X	X	
3 Pcs. chesterfield set	X	X	
1 Desk	X	X	Transferred to 3435
1 4-pcs bedroom suite	X	Shipped	Transferred to 3435
1 Kitchen table	X	X	
1 Bed and spring	X	X	
1 Old bedstead			Abandoned
1 Dresser	X	X	
In basement but not on above list. No identification			
1 Kitchen stove	X	X	
1 Heater	X	X	
1 Crosscut saw	X	X	
1 Set table scale	X	X	
1 H.M. table	X	X	
Few old tubs			Abandoned

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


George Peters
Administration Department

GP/1c

September 15, 1946.

CHATTEL SUMMARY

Re: Stephen Shinji SATO
Registration No. 04485

Re: Jishiro SATO
Registration No. 04486

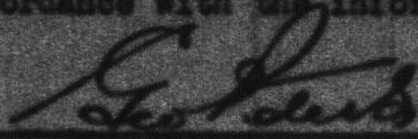
Both Shinji and Jishiro declared chattels in their declarations of April 14 and 13, 1942, respectively, as being left in the house known as 72 Chatham Street.

A letter was received from the Custodian's representative, Mr. Mather, on July 24, 1942, in which he states, "SATO took with him on evacuation, some of his personal effects, the balance as per inventory being left in care of Kercher the tenant."

Both SATOS entered into a Lease Agreement with one John Kercher, which included the furniture of both parties. A Release Form of chattels was received by this office from Jishiro SATO on March 2, 1944 on which he made a deposit of \$15.00. Through the interpretation of this Release form, all furniture was shipped to Jishiro at Winnipeg with the exception of what was retained and signed for by the tenant, John Kercher on May 13, 1944. As both Shinji and Jishiro were living in Winnipeg, this office received a letter from Shinji on May 11, 1944, in which they refused to take delivery of the shipment or pay the storage and freight charges. The Custodian, in cooperation with the B.C. Security Commission, instructed this shipment to be sold through William H. McPherson, auctioneer at Winnipeg. This was done and the net amount of \$90.10 was realized. This created a deficit of \$21.43 as the cost of freight, storage, etc. amounted to \$141.53. However, the B.C. Security Commission had already received, as mentioned before, the \$15.00 deposit placing against the SATOS on our files for \$36.43. A protest was received from Hallands and Philip, solicitors for the SATOS in Winnipeg, on June 19, 1944. Mr. Shears, director, when in Winnipeg made an arrangement whereby the Custodian forwarded a cheque in the amount of \$85.45 in favour of Shinji SATO and this was forwarded to the solicitors (see Mr. Shears letter of October 3, 1944).

Our Chattel Schedule will show the remaining chattels left and signed for in the protection of John Kercher, which will also show what was removed by the Custodian and what was auctioned. The file reveals that an old bedstead and a few old tubs were abandoned as of no value. The SATOS agreed between themselves that the desk was the property of Jishiro and this was transferred to his account. A 4-pce. bedroom set was shipped at the request of Jishiro, and the balance of the auction sales credited to Shinji's account. There is still outstanding, stored in the Buddhist Temple at Steveston, personal pictures.

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


George Peters,
Administration Department

CP/1c

NAME SATO, Shinji Steven

REGISTRATION NO. 04433

FILE NO. 3923

The following chattels were sold by public
auction at Stevenson, B. C. on June 8, 1945.

— Table scale, no weights
— Dress suit set
— Dresser and mirror
— 3 Piece chamberfield set
— Kitchen table H.H.
— H. H. Kitchen table
— Kitchen stove
— Heater
— Lawn mower and catcher
— Bed and spring

4.00
1.50
7.50
8.00
2.50
2.00
1.50
1.50
1.50
1.50

Total

Less Expenses: (Auctioneer's Fees \$ 6.53
(Advertising 3.29
(Moving) 7.87

Net Proceeds Credited:

68.25
17.99
50.26

Members of Custodian Staff Present.

Mr. Harris

Extracted from Auctioneering List No.

Stevenson 35.

Remarks.

NAME SATO, Shinji Stephen

REGISTRATION NO. 04488

FILE NO. 3913

The following chattels were sold by public
auction at Steveston, B.C. on March 31, 1945

Ball Top Cask

\$14.00 ✓

Total

(Auctioneer's Fee \$1.40
Less Expenses: Advertising 0.58
Moving 1.25

\$14.00

3.23

Net Proceeds Credited:

\$10.77

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering List No. Steveston 10.

Remarks.

26th July, 1948.

PERSONAL PROPERTY CLAIM

CLAIMANT Stephen Shinji SATO Regn No 04485

CLAIM Claiming in his own right and for his brother Jishiro SATO Reg No 04486

Chattels to est. value of \$ 406.
equity in piano to est. value of 50. \$456.
International truck 800.

REFERENCE	HISTORY
JP	Declarations made by both S.S. Sato and Jishiro Sato are intermingled insofar as ownership of chattels appears to be concerned.
PP.1	J.D. Mather inventoried items at house 28 Apr 42.
PP.2	Satos leased premises to John KERCHER for duration on 24 Mar 42 and chattels forming bailment listed and signed for by Kercher.
PP.3	Sato claims \$50.00 for piano equity. S.S. Sato letter 19 Aug 42 in answer to Cstdn letter 12 Aug 42 notes ".....Repossession of my piano by the Bow Music House is quite in order and WE HAVE NOTHING TO CLAIM AGAINST THEM". Nov
PP.4	Both Satos sign confirmation of inventory during Sum 42. S.S. Sato states that other chattels at house (not incl. on inventory) are ACKNOWLEDGED by their Lessee Kercher. These two inventories plus those items on lease not noted by on these inventories should comprise total chattels.
PP.5	On 2 Mar 44 Jishiro Sato requisitioned chattels through BC Sec Comm., on the pro forma he wrote "... (ship) all belongings including electric toast silver plates, chinaware, etc. - See Custodian List. Do not send the Desk. This is the only piece of furniture or article to be excluded". Even though the chattels formed a bailment, the Cstdn and BC Sec Comm shipped all articles except those which the Lessee refused to deliver up. Upon being notified at Winnipeg of the shipment having arrived, the Satos refused to accept delivery, maintaining that they didn't want all the items sent. In the requisition pro forma notes that the Claimant releases the Cstdn from any claim whatsoever with respect to articles shipped, and also notes that Claimant agrees to pay all charges to BC Sec Comm. for shipment, the items were sold at auction at Winnipeg (auction sheets incl. in ref.). Relevant correspondence is included in the Reference.
PP.6	Storage Removal List d/31 May 45 notes items removed from 92 Chatham St. Steveston, BC for auction.
PP.7	Cstdn letter to S.S. Sato 16 Jul 45 notes 1 Bedstead and a few old tubs were abandoned.
PP.8	On 18 Jun 45 S.S. Sato finally breaks down and tells the Cstdn which items actually belonged to him.
PP.9	Shipment to Sato 30 Aug 45 and B/L herewith.
PP.10	Auction sheets for those items sold in B.C. herewith.
PP.11	RCMP report, Appraisal sheet of McDermott Motors Ltd. (Vanc) and brown-edged memo re sale of truck herewith. Note truck appraised \$300. Sold \$

MEMORANDUM

To: File 3913

January 8, 1944.

From: Specified Articles Department

Re: SATO, Shinji Stephen - Reg. 04485

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
TRUCK	1936 Internation Truck No. T48 License No. (41) C 4293	\$300.00

Sold to: Cartwright Lumber Co. Ltd.

Date: August 22, 1942.

Selling Price: \$500.00

Harker

*Sold
D*

ROYAL CANADIAN MOUNTED POLICE EXHIBIT REPORT

Detachment
Seizure No. **11**
FOR USE BY THE POLICE

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

Detachment
Sub-Division
Division
Date

19

RE:-

On **8 8 Sato Box 260 Stegaston, B C**

Came into possession of the following goods by: **Goodfellow K H**

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

NO. OF PAGES	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
		LICENSE NO. (41) 04293 MAKE & MODEL Int. Truck (36) SERIAL NO. 12561 ENGINE NO. 12561 SPEEDOMETER READING 12561 CONDITION Fair TIRE NUMBERS 6
	EXTRA EQUIPMENT	Spot Light 2 Clearance lamps
	DESCRIPTION & CONDITION VERIFIED	Fair
	Signature of Owner	04488
	Japanese Registration No.	
	Handed over to representative of Custodian whose signature in receipt thereof appears hereunder	
	9th Mar '42	
	DATE	
		EXHIBIT No. 932-12
		DATE Sept 21/42
		FILLED BY Crown
		Signature of Member Submitting Report

NOV 28 1947

3913

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

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

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

- (1) NAME Sato Stephen Shioji (RCMP) Reg. No. 04488
(Print) Surname Given Name
- (2) Pre-Evacuation Address 92 Chatham Street, Steveston, B.C.
- (3) Present Address 551 Sargent Avenue, Winnipeg, Manitoba
- (4) REAL ESTATE
- (a) Street Address (if any) 92 Chatham Street, Steveston, B.C.
City or Municipality Province
- (b) Legal description (lot number, block number, section number, etc.)
Lots 5 "A" Five "B", Six "A", Six "B", Seven, Eight, and Nine, Block 4 of
Section 10, Block 3, North Range 7 West Map 249 in District of New Westminster.
- (c) Type of Real Property (cross out words which do not apply):
(i) ~~Business~~
(ii) Residence Type of business
(iii) ~~Business~~
(iv) ~~Improvements to property~~ (describe)
- (d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) One third interest, my brother Jishiro Sato,
302 Boyd Avenue, owned 2/3 and with his consent I am joining both claims for the
purpose of convenience.
- (e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - \$ 2,196.00
(ii) Buildings - - - - - \$ 2,560.00
(iii) If business, put value on business as going concern
(including land and buildings, tenancies, chattels,
fixtures, stock-in-trade, goodwill and accounts re-
ceivable) - - - - - \$
(iv) Total value (if you cannot give separate values for lands and buildings just
fill in total value) - - - - - \$ 4,756.00
(v) Amount at which Custodian sold property and credited your account - - - \$ 2,779.95
- - - \$ 1,976.05
- (f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - -
- (5) PERSONAL PROPERTY
- (a) Place or places at which property was left by the claimant at date of evacuation
92 Chatham St., Steveston, B.C., Truck left at Hastings Park, Vancouver, B.C.
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
house
- (c) How stored or packed at time of evacuation Left as furnished

(over)

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

Furniture with John Kereher - Truck in care of custodian

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

1.	Home furniture and garden tools	Estimated Value \$	500.00	146.58
2.	(referred to letter Nov. 30th, 1942)	Estimated Value \$	500.00	473.02
3.	International 1 1/2 ton truck	Estimated Value \$	500.00	325.50
4.		Estimated Value \$		
5.		Estimated Value \$		
6.		Estimated Value \$		
7.		Estimated Value \$		
8.		Estimated Value \$		
9.		Estimated Value \$		
10.		Estimated Value \$		

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

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

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

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

Dominion of Canada
Province of Manitoba
TO WIT:

I, Stephen Shingl Sale
of
Manitoba

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the City

of
Manitoba
in the
Province of
Manitoba
this 26th day of
November
A.D. 1947.

A Commissioner etc.

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

Date 1/13

To be attached to claim of SAFO, STEPHEN SHIMUI, formerly of 92 Calhoun St.,
 Cleveland, N.C., No. 04425

Itemized list of Household Furniture and tools

Estimated Value

Chatterfield 3 pieces	\$ 25.00
1 Dining table & 2 extension boards & 6 chairs	65.00
1 kitchen range	20.00
cooking utensils	5.00
1 Kitchen table & 6 Kitchen chairs 1 Rocking Chair	10.00
Dinner set & plates & bowls	10.00
1 office desk & 2 office chairs	20.00
2 writing tables	5.00
2 Lamp stands	5.00
2 Beds & mattresses	25.00
1 Photograph	5.00
1 Bureau (contains value \$20)	25.00
1 Lawn mower	10.00
2 Hoes	5.00
1 Spade	.50
2 Hay fork	1.00
1 20 Hammer	.50
2 Long saw 1 Back saw	5.00
1 Porcelain bottle (1 gal.)	.50
2 Porcelain Jars (2 gal. 10 gal.)	2.00
2 pieces of Water hose	1.50
1 Bayonet 1 Japanese bayonet	2.00
1 Box of carpenter tools	20.00
1 Small scale	5.00
1 Piano	} Paid \$45.00 and to pay \$30.00 and reclaimed by vendor for non payment
1 Piano bench	
2 Bureaus (contains value \$30)	25.00
1 Trunk (contains value \$20)	25.00

TOTAL ESTIMATED VALUE

\$455.00

Please amend claim accordingly by substituting \$455.00 for \$500.00
 as estimated value.

3913

R.P.2

Registration Number 04485

SATO, Shinji Stephen

92 Chatham St., Steveston, B. C.

LOCATION AND NATURE OF PROPERTY

Lots 5A, 5B, 6A and 6B, 7, 8 and 9,
Block 4, Sec. 10, Block 3 North,
Range 7 West, Twp 249, Dist. of New
Westminster. C of T #132348E.

OWNERSHIP

I have examined the Certificate of Title,
which is in the owners' possession. It is in the
joint names of Shinji Stephen Sato and Jishiro Sato.

LAND AND BUILDINGS

The house is frame, shingle roof, with basement,
containing 8 rooms, in fair condition, but otherwise
needs painting outside. Is well finished inside, with
bath and toilet. This house was built by a white man
and is very different from other houses built by
Japanese. There are a few fruit trees on this property.
No crops otherwise have been sown this year.

INSURANCE

Policy #6016613, Michigan Fire Insurance Co.
for \$2000, expiring July 14, 1942.

TAXES

Taxes for 1941 unpaid. Sato signifies his
intention of paying the taxes for 1941 before evacuation.

FINANCIAL POSITION

Other than a debt of \$80 to the Bowes Music
House, Granville Street, Vancouver, Sato claims to have
no liabilities. Inventory of his effects attached hereto.

RECOMMENDATION

I would recommend that this Lease be permitted
to stand and that the furniture and personal effects be
stored for the duration.

April 28, 1942.

A. M. Mather

3913
3435

May 19th, 1944

Mr. Shinji Stephen SATO,
Reg. No. 04485,
531 Sargent Avenue,
Winnipeg, Man.

Dear Sir:-

Thank you for yours of May 11th from which we were very sorry to see the error that has occurred. We had already heard about this from the B. C. Security Commission. From what we write below, however, we think you will agree that all reasonable care was taken by this office.

The position of your and your brother's chattels included in the lease with Mr. Kercher, has never been entirely clear as to just what belonged to each party. There is a copy of the lease on Jishiro's file with a list of furniture showing everything as yours except a few small items, book stand, table, business desk and chair. On your file we have also a copy of the lease but the list attached is different to that mentioned above. Finally, neither agrees with your declarations of April 14th and August 6th, 1942. *(but fairly close to list in lease)*

You will recall correspondence in November 1942 at which time we sent you a list as inventoried by our agent. This agreed with your first declaration but not with the list shown in the lease. In your answer of November 30th, you pointed out that this was not complete, other items and those belonging to other parties being included in the lease. Reference to the lease showed this to be so and as it was drawn up and signed in your presence, we assumed that everything was in order.

Under these circumstances, when your brother put in his Custodian Release of March 2nd, asking for all belongings except the desk which was the only piece of furniture to be excluded, it is not at all surprising that our representative shipped everything which Mr. Kercher would

Shinji Stephen SATO

-2-

May 19th, 1944.

release. As we think you know, he will not release certain items which he is using and he is entitled to take this stand as the furniture was included in the lease and is, therefore, covered by the Rental Control Regulations.

The position now is that you, your brother, and friends, have received almost everything from the house. If you do not wish to use some or all of these articles, you will doubtless dispose of them at your end. Had they not been shipped to you, they would have been auctioned at this end and the proceeds, less auctioneer's commission and moving expenses, made available to you. In short, the final result will be very similar to that which would have been obtained had only those things that were actually wanted been shipped to you.

Yours truly,

H. F. Green
Protection Department

HFG:IF

509 Royal Bank Building
Vancouver, B. C.
July 18th, 1944

2435 &
3913

Hollands & Philp
Barristers, Solicitors, etc.
601 Somerset Block
Winnipeg, Canada

Gentlemen:-

Re: Shinji Stephen Sato.

With further reference to my letter to you under date of 15th instant, I have perused the files herein and find as follows:

Before evacuation, Mr. Stephen Sato and his brother, Jishiro Sato, who lived in the same house, loaned it to a Mr. Kercher. Forming part of the lease as per inventory attached thereto, was a list (a) of Mr. Stephen Sato's things and (b) of his brother's. Mr. Stephen Sato's consisted of a chesterfield suite, dining room suite, kitchen range etc. while Mr. Jishiro Sato's read as follows:

- 1 Trimming board
- 1 Camera Stand
- 1 Pipe Wrench
- 1 Crescent Wrench
- 1 Book Stand
- 1 Small table
- 1 Business desk and chair

Subsequent correspondence on our file revealed, however, that these inventories were by no means complete.

On March 2nd, 1944, Mr. Jishiro Sato applied via the B. C. Security Commission for shipment as follows:

'Four piece bedroom suite and bedsprings (the only complete bedroom suite in the house) all belongings including electric toaster, silver plates, chinaware, etc. -- see Custodian list. Do not send the desk. This is the only piece of furniture or article to be excluded.'

This was read by this office, not unnaturally, to include all the effects in the house both of him and of his brother and shipment was made accordingly with the exception of certain items which the tenant refused to release. The latter was, of course, justified in this action under the present rental control regulations, the furniture forming part of the Agreement.

It should be mentioned that applications of this kind for shipment of furniture bear a clause reading, 'I agree to pay all charges as required by the B. C. Security Commission.'

If this furniture had not been shipped, it could have been sold by auction in accordance with the Custodian's policy of liquidation and the proceeds made available to the owner.

If there is any further information you require after you have conferred with your client, please let me hear from you.

Yours truly,

C. W. PRINCE
COUNSEL TO THE CUSTODIAN

KW/PA

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
DEC 7 1942

3913 & 2909

441 Sargent Ave., Winnipeg, Man.
Nov 30th 1942

Mr. H. F. Wilson,

Office of the Custodian, Vancouver, B.C.

Re: File No. 3913 & 2909.

Dear Sir:

Enclosed you will find a form of an inventory of chattels left by me at 92 Chatham St., Steveston, B.C. which was asked by you for confirmation. These chattels are my personal belongings. And there are some more chattels left there which belong to my wife, Frances Marae Sato, (Reg. No. 04510), my brother, Jichiro Sato, and his wife, Tai Sato, which are acknowledged by Mr John Kercher in the lease. I also understand there are some chattels belong to Jujiro Tamura although they were not included in the inventory of chattels attached to the lease. J. Tamura made his own arrangement with Mr Kercher.

I hope you will check them too.

Yours very truly

Stephen Shingji Sato

(Reg. No. 04485)

(Stamp)
Office of the Custodian
Japanese Section
RECEIVED
JUL 27 1942

J. D. MATHER

(723-8) 2
315 Metropolitan Building

VANCOUVER, B. C.

July 24, 1942.

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

Dear Sir:-

Your File No. 3913
3435

Re - Shinji Stephen SATO - Reg. No. 04485
Fisshiro SATO - " " 04486

I beg to enclose herewith copy of Lease between the above and John Kercher with inventory attached, signed by the said Kercher, which Lease is referred to in my report of April 28th. I would consider the rental of \$17 as stated in the Lease to be a fair rental of the premises.

The arrears of taxes for the year 1941 on the property amount now to \$93.20. The taxes for the year 1940 have been paid on March 26th of this year.

Sato took with him on evacuation, some of his personal effects, the balance as per inventory being left in care of Kercher the tenant. The Piano referred to in the inventory has been re-possessed for the debt to the Boves Piano House and I would not consider there would be any equity to Sato in this instrument.

In the matter of insurance, there has recently been a Policy taken out, Number 3400795, London & Lancashire Insurance Company for \$2000 covering \$1500 on dwelling and \$500 on contents to expire July 14th, 1945. The premium on this Policy has been paid.

I would consider that the tenant Kercher be notified that the rent be paid to Mr. T. C. King, Agent for the Custodian, so that the Custodian might see that the amount is applied properly on the taxes owing. I might add that up to the present time, Kercher has refused to recognise Mr. King in any way.

Yours truly,

"J. D. Mather"

JDM/ED

"See list attached
to list on R.P.
section of file."

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

January 21, 1949.



1512

2nd July, 1943.

Mr. Shinji Stephen SATO,
Registration No. 04485,
531 Sargent Avenue,
Winnipeg, Manitoba.

Dear Sir:-

Re: Sun Life Policy No. 2233088 - Akio SATO

Your letter of June 14th has been forwarded to us for attention.

Regarding your request that \$250.00 be sent to you to cover payment of the above numbered policy, we wish to advise that in order to avoid further delay we have today made payment to the Sun Life Assurance Company in the sum of \$246.94, as follows:-

Amount owing as at March 20, 1943	\$199.64
Premium due " " "	23.65
Premium due September, 1943	<u>23.65</u>
	<u>\$246.94</u>

This amount has been charged to your account in this office.

We trust that this arrangement is satisfactory to you.

Yours truly,

S.M. Gibson,
Insurance Department

SMG:FM

MEMORANDUM

File Nos. 2794
3913
3435

June 2nd, 1945.

TO: Mr. P. G. Sheedy

FROM: Mr. H. F. Green

RE: Tai (Mrs. Jishiro) SATO
Shinji Stephen SATO
Jishiro SATO

You will recall the SATO case that you discussed with Messrs. Holland & Philp in Winnipeg last year and on which we finally made a settlement as per your letter of October 3rd, 1944, on Files 3913 and 3435.

Not everything was shipped at that time since the house was leased furnished and Mr. Karcher, the tenant, was unwilling to surrender some of the articles.

Mrs. Jishiro SATO wrote for shipment of these on February 27/45. I felt that they should be secured from Mr. Karcher, put the case up to Messrs. Wright and Wilson, and the result was your letter of March 24th on all three files.

These effects have now been recovered and consist of items as set out in yours of March 24th to Mr. Karcher, plus one or two other items as per list of May 31st, 1945, which I have placed on Jishiro's file, No. 3435.

A four piece bedroom suite was declared by Mrs. Jishiro SATO (1 bed, 1 dressing table, 1 bureau with mirror and spring mattress). These moreover were the items for shipment of which Mr. Jishiro SATO had applied on March 2, 1944, and application for which as it read "All belongings.... Do not send the desk. This is the only piece of furniture or article to be excluded" caused us all the trouble.

A desk was declared by both brothers and identification of this may require more investigation as one roll top desk has already been sold for Jishiro's account on March 31/44.

^{Rep of}
All the remaining items such as a lawn mower, three piece Chesterfield set, range, scales, etc., appear on Shinji's inventory, File No. 3913,

3913 & 3435

January 4, 1945.

Mr. & Mrs. William Henry Thompson,
Stevenson, D. C.

Dear Sir and Madam:

Re: Catalogue No. 829
92 Chatham Street
SA 58-6A-6B-7-1/4/20/100/RTB/212

Title to the above described property has now been received in your names and is ready for delivery. Relevant insurance policy which has been assigned to you is also ready for delivery.

Adjustments as of September 6th, 1944 as shown on the enclosed sheet have been calculated and a balance of \$10.65 appears to your credit.

Will you please telephone this office for an appointment to conclude this matter in order that statement of adjustments may be approved and certain releases signed by you prior to delivery of title.

Yours truly,

George Petern,
Administration Department.

GP:ED
Enc.

Files 3913 and 3435

5th October, 1944.

REAL PROPERTY MEMORANDUM

FILE NO: 3913 and 3435
NAME: Jishiro Sato and Steven Shinji Sato
CATALOGUE NO: 829
RE: 92 Chatham Street, Steveston, B.C.
- Dwelling.

CERTIFICATE OF ENCUMBRANCE:

Description of Property: Lots 5 "A", 5 "B", 6 "A", 6 "B",
7, 8 and 9, Block 4 of Section
10, Block 3 North, Range 7 West,
Map 249, Municipality of Richmond,
in the District of New Westminster.

Encumbrances: None

Taxes: 1944 taxes paid - no arrears or
consolidated.

Vested: 25584

VALUATION BY APPRAISER: \$2500.00

AMOUNT OF BID: \$2750.00

APPROVED BY ADVISORY COMMITTEE: August 31st, 1944.

AMOUNT RECEIVED BY CUSTODIAN: \$2750.00

NAME OF PURCHASER: William Henry Thompson and
Mary Thompson

KWW/DG
Attache

K.W. WRIGHT

3913/3435

506 Royal Bank Building,
Vancouver, B.C.

3rd October, 1944.

Messrs. Holland & Philp,
601 Somerset Block,
Winnipeg, Manitoba.

Attention: Mr. C.E. Philp

Dear Mr. Philp,

Upon my return to Vancouver there were a considerable number of matters awaiting my attention and I regret the delay in writing regarding the matter we discussed when I saw you in Winnipeg.

Insofar as your client, Mr. Shinji Sato is concerned we appreciate that he did not request any of his goods to be shipped and it is unfortunate that in endeavouring to follow out the request of his brother, Jishiro Sato, who before evacuation lived with Shinji, that your client's goods were shipped.

As I mentioned to you the declarations made by both brothers in regard to their chattels were by no means complete and the request for shipment received from Jishiro referred to items which were not declared either by himself or by your client.

This office was desirous of Japanese receiving any of their goods which they wish, subject to the approval of the British Columbia Security Commission, and it was in the belief that both your client and his brother desired all their belongings with only one specific exception that the shipment was made.

I am still of the opinion that the instructions we received were inadequate and misleading, but as these instructions did not come from your client we will accept some responsibility for the error as far as your client is concerned.

As you have been informed, the liquidation of chattels by public auction is the policy now being followed and we are crediting Mr. Shinji Sato's account with the net proceeds of the auction sale conducted at Winnipeg by Mr. Wm. H. McPherson. The net amount as you are aware was \$90.10 less \$4.75 covering two items which you informed us did not belong to Mr. Shinji Sato.

*Jishiro & Shinji, who - may stay in a/c
J.H.B.*

enc.
PWS/PM

J. G. Shears,
Director.

Yours truly,

Acknowledgment of this letter and cheque would be appreciated.

Mr. G. J. G. is enclosing herewith our cheque for \$85.45 in favour of
Mr. G. J. G. for delivery to him by yourself.
Your attention is therefore not invited in the matter of
freight charges which formed the basis of your complaint on his
behalf.

Holland & Phipps, Ltd.

3043 & 3035

September 6, 1944.

Mr. W. H. Thompson,
64th Avenue,
Stevenson, B. C.

Dear Sir:

Re: Catalogue No. 829
92 Graham Street
SA. 38.64.68.7-2/4/20/33/1378/249

Your letter of August 26th, enclosing cheque for \$275.00 and offer to purchase the above property for the sum of \$2,750.00 has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for the balance of the purchase price, namely, \$2,475.00.

Kindly advise the full name, address and occupation of the person in whose name this property is to be registered and also state whether or not the proposed registered owner is a British Subject.

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

After the documents have been registered a statement of adjustments of taxes, etc. will be prepared, including registration fees, and forwarded to you.

We are enclosing herein a copy of the lease between the Japanese and the present tenant of the above property. The Custodian does not attempt to interpret the validity of this agreement and the sale of this property is subject to this tenancy.

For your information, however, a recent judgment in the Courts of British Columbia was to the effect that a lease for the duration of the war is void owing to the uncertainty of period.

Yours truly,

A. G. McArthur
Administration Department.

OP:ED
Enc.

MEMORANDUM

File No. 101

September 10th, 1944.

To: Mr. F. S. Shores

Re: SAID, Shinji Stephen, File No. 1913
SAID, Jishiro, File No. 1432

Mr. Wright's letter of July 15th on these files puts our case in almost exactly the words of my note of July 15th to him, which is attached. This note is a summary of my long note of July 15th, copy of which is also attached, in case there are any points which you are not clear.

Mr. W. H. H. and Mr. W. H. H.'s reply of July 15th takes the stand that we had on file an individual list, setting out the chattels belonging to the respective parties. This is very definitely not the case except insofar as such lists were taken by our own staff, who, of course, had no means of determining the ownership as between the two brothers. The whole point is that whereas Mr. Stephen said he owned in the lease agreement as having all the heavy furniture, Mr. Jishiro Sato is shown in the lease only as having seven articles, as listed in note of July 15th, attached.

Under these circumstances, Mr. Jishiro Sato's application, which is also given verbatim in note of July 15th, can, to my mind, only be interpreted to read that all belongings in the house should be sold.

I believe that we can reasonably maintain that Jishiro Sato is to blame for not having, in the first place, made a full declaration of his belongings. Though of course, it could be answered that when we were in receipt of his application for shipment, we should have been more careful to satisfy ourselves as to exactly what belonged to him.

I believe it might be reasonable for us to make some concession over the matter of the freight charges. These, together with storage, totaled \$11.57. Against this, the Security Commission received a shipment deposit from Jishiro Sato of \$15.00, and the goods were sold at auction for a net amount of \$70.10. The trouble is if we make any concession at all about freight and storage, it is difficult to see how we can stop short of paying the whole sum which I do not think it is reasonable that we should do.

WFO:AMM
Encl. (2)

2435 6
3913

509 Royal Bank Building
Vancouver, B. C.
July 18th, 1944

Hollands & Philp
Barristers, Solicitors, etc.
601 Somerset Block
Winnipeg, Canada

Gentlemen:-

Re: Shinji Stephen Sato.

With further reference to my letter to you under date of 15th instant, I have perused the files herein and find as follows:

Before evacuation, Mr. Stephen Sato and his brother, Jishiro Sato, who lived in the same house, leased it to a Mr. Lercher. Forming part of the lease as per inventory attached thereto, was a list (a) of Mr. Stephen Sato's things and (b) of his brother's. Mr. Stephen Sato's consisted of a chesterfield suite, dining room suite, kitchen range etc. while Mr. Jishiro Sato's read as follows:

- 1 Trimming board
- 1 Camera Stand
- 1 Pipe Wrench
- 1 Crescent Wrench
- 1 Book Stand
- 1 Small table
- 1 Business desk and chair

Subsequent correspondence on our file revealed, however, that these inventories were by no means complete.

On March 2nd, 1944, Mr. Jishiro Sato applied via the B. C. Security Commission for shipment as follows:

'Four piece bedroom suite and bedsprings (the only complete bedroom suite in the house) all belongings including electric toaster, silver plates, chinaware, etc. -- see Custodian list. Do not send the desk. This is the only piece of furniture or article to be excluded.'

This was read by this office, not unnaturally, to include all the effects in the house both of him and of his brother and shipment was made accordingly with the exception of certain items which the tenant refused to release. The latter was, of course, justified in this action under the present rental control regulations, the furniture forming part of the Agreement.

It should be mentioned that applications of this kind for shipment of furniture bear a clause reading, 'I agree to pay all charges as required by the B. C. Security Commission.'

If this furniture had not been shipped, it would have been sold by auction in accordance with the Custodian's policy of liquidation and the proceeds made available to the owner.

If there is any further information you require after you have conferred with your client, please let me hear from you.

Yours truly,

L. W. WRIGHT
COUNSEL TO THE CUSTODIAN

LWW/PR

File No. 3433 & 3435

P. O. Box 638
Stevenson, B. C.
24th March 1943.

Mr. P. E. Russell,
Administration Department,
506 Royal Bank Bldg.,
Vancouver, B. C.

Dear Sir:

Re: SAFO, Fishers & S. S.

According to our records the above are owners
of Lots 7 and 8, Block 4, Section 10, Block 3 North,
Range 7 West, Map 249, Stevenson, B. C.

There is a house on this property, known as
72 Graham Street, and at present rented to Mr. John
Kercher.

We have received the following offer of purchase
from Mr. G. H. Holston:

"I herein make an offer of \$2,500.00, as the full
purchase price with interest at 6% on past due
payments only. A down payment of not less than
\$200.00 and monthly payments of \$20.00. The
down payment to be larger on the sale of my house
at Brighouse. Or, I would pay \$2,200.00 with as large
a down payment as possible, and \$20.00 per month plus
the simple interest at 6%, divided equally into month-
ly payments."

Kindly be good enough to submit the above offer to the
SAFO and advise us.

Yours truly,

(Signed) G. C. Robinson

WJS:

3913
3435

August 12th, 1942

Mr. Shinji Stephen Sato,
Registration No. 04485,
P. O. Box 19,
Headingly, Man.

Dear Sir:-

Thank you very much for your letter of August 6th. We certainly wrote to you on July 30th, but at that time we had registration forms for both you and your brother Jishiro and cannot trace having sent you blank forms to fill up.

In your letter of August 6th you do not answer the questions raised in ours of July 30th and we should be grateful if you would do so. For your easy reference the points are:

(1) The Bowes Piano House have repossessed your piano for the amount owing of \$80.00. Is this in order and have you any claim against them? *✓ OK.*

(2) Should your furniture be insured against fire and if so, for how much? *✓ Yes, insured*

(3) The list signed by Mr. Kercher does not include a portable phonograph and box of records declared by Mr. Jishiro Sato. Did he take these with him or otherwise dispose of them? *✓ No*

Yours truly,

H. F. Green
Manager Protection Dept.

loses personal property

See 3913

*for answer
from Shinji S.S.*

HFG:IF

(Stamp)
Evacuation Section
Rec'd MAR 9 1944
File No. 3435, 3913
Ans.
Referred Peters

932 - 6
EXHIBIT No.
DATE Sept. 21/48
FILED BY Claimant

Steveston
March 8,

Mr. Peters
Custodian of Enemy Property

Dear Sir:

Re our telephone conversation in regards to the property of Mr. S. Sato in Steveston. We have Mr. Sato's consent to purchase the property for \$3000 (three thousand) and I would like to make this the price not including the furniture. I will not make any claim to said furniture and will take that question up with Mr. Sato later.

Hoping that we may be able to get some action on this I am

Yours sincerely

Mrs. G. H. Rolston.

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

January 21, 1949.

[Signature] mul

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

EXHIBIT NO. 932 - 4
DATE Sept. 21/48
FILED BY Claimant

609 Columbia Street,
NEW WESTMINSTER, B. C.

April 24, 1944.

Catalogue #829.
Filed 12/31/43.

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

APPRAISAL

Re: Lots 5A, 5B, 6A, 6B, 7-9, Block 4, Section 10,
R3M/7E. Map 249. Steveston Townsite.

Dear Sir:

This property is located at 92 Chatham Street and is rented to Mr. Kescher for \$5.00 per month. It consists of a modern six roomed house, fully plastered with a full cement basement and is heated by a wood and coal furnace. There is full plumbing, a fireplace, electricity and every modern convenience. The construction throughout is good.

The house consists of a living room, dining room, kitchen, and two bedrooms. The exterior of the house siding, roof is in fair condition, and the entire set-up is in need of paint.

The three lots 7, 8, and 9 which are 44' X 120' giving a frontage on Chatham Street of 132'. The remaining four lots are 25' X 132 and lie at the rear of the house. The garden is in fair condition and under cultivation. There are a number of fruit trees.

VALUATION:

House.....	\$1800.00
Lot seven.....	150.00
" eight.....	125.00
" nine.....	125.00
4 small lots @ \$75. each	300.00
	<u>\$2500.00</u>

Yours very truly,

COULTHARD, SUTHERLAND & CO. LTD.,

"F. H. Coulthard"

F. H. Coulthard,

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

January 21, 1949.

[Signature]

105321

531 Sargent Ave., Winnipeg.
May 9th. 1945.

Mr. J. W. Gibson

Insurance Dept. the Court of Claims
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	MAY 14 1945
File No.	3913
Ans.	✓
Referred	Gibson

Dear Sir:

Re: File No. 3913.

Sun Life Pol. # 2233088 Akio Sato

I received a letter from the Administration Department dated Mar. 13th, advising that an amount of \$ 919.42 has been credited into my account. Therefore, I beg to ask you to take care of the payment for the premium due up to date under the above policy.

I shall be very much obliged if you will attend to this matter at your earliest convenience.

Yours truly

S. Sato

Stephen Shingji Sato.
Reg. No. 044455.

45

3913

March 13, 1945

Mr. Shinji Stephen SATO,
Reg. No. 04485,
531 Sargent Avenue,
Winnipeg, Man.

Dear Sir:

Referring to your letter of March 7th in which you advised us that you have a 1/3 interest in Lots 5A, 5B, 6A, 6B, 7, 8 & 9, Blk. 4 of Sec. 10, known as 92 Chatham Street, the proceeds from the sale and revenues from this property amount to \$2,758.27 so we are crediting your account with 1/3 of this amount, viz. \$919.42.

You will note that the proceeds of the sale of a desk amounting to \$10.77 are being held in the joint account until such time as the ownership is definitely established.

We are today writing Mr. Kercher in regard to the water rates of \$36.00.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

Re. 1

EVACUATION SECTION
Rec'd MAR 10 1945
File No. 3913
Ans. <i>W</i>
Referred <i>Milson</i>

531 Sargent Ave. Winnipeg.
Mar 7th. 1945.

Gibson

Mr. G. D. Milson,
Administration Dept., The Custodian's office,
Vancouver, B.C.

Dear Sir:

Re: File No. 3913. Joint acct. of
J. Sato and S. S. Sato.

I acknowledge the receipt of your
letter of Feb. 9th. regarding to the joint
account of J. Sato and myself which was
derived from the sale of our joint property
at 92 Chatham St., Steveston, B.C.

I wish to inform you that my
interest on that joint property is one third
according to the agreement between J. Sato
and myself when we bought it which
is the ratio of the cash each of us put up.
Therefore, I wish to divide accordingly the
revenues and the proceeds from the sale
of this property.

No. 2.

In looking up the general statement,
I found the total of \$36.00 as water rate
into debit. According to our rental agreement
of the said property with John Kerchner, he
was to pay the water rates. I wish, therefore,
you will look into this affair for adjustment.

Yours truly

S. S. Sato

Stephen Shinji Sato,
Reg. No. 64485.

506 Royal Bank Building,
Vancouver, B.C.

3rd October, 1944.

7123/3435

Messrs. Holland & Philp,
601 Somerset Block,
Winnipeg, Manitoba.

Attention: Mr. C.B. Philp

Dear Mr. Philp,

Upon my return to Vancouver there were a considerable number of matters awaiting my attention and I regret the delay in writing regarding the matter we discussed when I saw you in Winnipeg.

Insofar as your client, Mr. Shinji Sato is concerned we appreciate that he did not request any of his goods to be shipped and it is unfortunate that in endeavouring to follow out the request of his brother, Jishiro Sato, who before evacuation lived with Shinji, that your client's goods were shipped.

As I mentioned to you the declarations made by both brothers in regard to their chattels were by no means complete and the request for shipment received from Jishiro referred to items which were not declared either by himself or by your client.

This office was desirous of Japanese receiving any of their goods which they wish, subject to the approval of the British Columbia Security Commission, and it was in the belief that both your client and his brother desired all their belongings with only one specific exception that the shipment was made.

I am still of the opinion that the instructions we received were inadequate and misleading, but as these instructions did not come from your client we will accept some responsibility for the error as far as your client is concerned.

As you have been informed, the liquidation of chattels by public auction is the policy now being followed and we are crediting Mr. Shinji Sato's account with the net proceeds of the auction sale conducted at Winnipeg by Mr. H. H. McPherson. The net amount as you are aware was \$90.10 less \$4.75 covering two items which you informed us did not belong to Mr. Shinji Sato.

Jishiro's things - may stay in safe
f.t.b.

Warrant, Holland & Phil, Ltd.

We are enclosing herewith our cheque for \$65.45 in favour of Mr. Shingl for delivery to him by yourself.

Your client is therefore not involved in the matter of freight charges which formed the basis of your complaint on his behalf.

Acknowledgment of this letter and cheque would be appreciated.

Yours truly,

F. G. Sherry,
Director.

Warrant
Holland & Phil, Ltd.

3913
3435

May 19th, 1944

Mr. Shinji Stephen SATO,
Reg. No. 04485,
531 Sargent Avenue,
Winnipeg, Man.

Dear Sir:-

Thank you for yours of May 11th from which we were very sorry to see the error that has occurred. We had already heard about this from the B. C. Security Commission. From what we write below, however, we think you will agree that all reasonable care was taken by this office.

The position of your and your brother's chattels included in the lease with Mr. Kercher, has never been entirely clear as to just what belonged to each party. There is a copy of the lease on Jishiro's file with a list of furniture showing everything as yours except a few small items, book stand, table, business desk and chair. On your file we have also a copy of the lease but the list attached is different to that mentioned above. Finally, neither agrees with your declarations of April 14th and August 6th, 1942. *(The family desk list is kept in file)*

You will recall correspondence in November 1942 at which time we sent you a list as inventoried by our agent. This agreed with your first declaration but not with the list shown in the lease. In your answer of November 30th, you pointed out that this was not complete, other items and those belonging to other parties being included in the lease. Reference to the lease showed this to be so and as it was drawn up and signed in your presence, we assumed that everything was in order.

Under these circumstances, when your brother put in his Custodian Release of March 2nd, asking for all belongings except the desk which was the only piece of furniture to be excluded, it is not at all surprising that our representative shipped everything which Mr. Kercher would

Shinj1 Stephen SATO

-2-

May 19th, 1944.

release. As we think you know, he will not release certain items which he is using and he is entitled to take this stand as the furniture was included in the lease and is, therefore, covered by the Rental Control Regulations.

The position now is that you, your brother, and friends, have received almost everything from the house. If you do not wish to use some or all of these articles, you will doubtless dispose of them at your end. Had they not been shipped to you, they would have been auctioned at this end and the proceeds, less auctioneer's commission and moving expenses, made available to you. In short, the final result will be very similar to that which would have been obtained had only those things that were actually wanted been shipped to you.

Yours truly,

H. F. Green
Protection Department

HFG:IF

No. 1.

531 Sargent Ave. Winnipeg.
Feb. 1st. 1944.

Mr. Leo Peters.

Administration Dept. of the Canadian
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	FEB 2 1944
File No.	3913
Ans.	Peters
Referred	

Dear Sir:

Re: File no. 3913.

I received your letter of Jan. 15th. in connection with my property sale in answering to my previous letter. Before taking any further step I should like to know a legal point of view upon the cancellation of the lease of my property to Mr. John Kercher for the duration of the War. I have a certain information from Mr. Rolston that Mr. Kercher does not intend to move out until the lease expires.

Could Mr. Kercher be moved out? Or if he was moved out, could he bring any law suit against me for damage or anything? Would you please give me an advice about them because I want to be perfectly clear about these matters before making the sale.

I also wish to go to Steveston

2.
before I make the sale to check and adjust
my personal belongings as I left some
important things there.

Your earlier reply will be much
appreciated.

Yours truly

S. S. Sato

Stephen Shinji Sato

Reg. No. 04485.

296.24

1 copy

for 3435

C/1

3913

531 Sargent Ave. Winnipeg Man.
June 14th. 1943

Mr. A. McAllister
The Custodian Office, Vancouver B.C.

VACUATION SECTION	
Rec'd	JUN 19 1943
File No.	
Ans.	BRD - 123-10
Referred	McAllister
	Satoon

Dear Sir:

Re File No. $\frac{5435}{3913}$

I received your letter of Apr. 20th
about the claims against me as follows:

11519	W. Nishiguchi Co., Ltd.	\$62.21
12966	Saiziro Wakita	\$113.37

I acknowledge the above claims
are correct and hope you will pay them
from the account credited me.

I also beg to ask you that you
will send me an amount of \$250.00 at
your earliest convenience as I want to
pay my son, Akio Sato's life insurance
premium (Policy No 2233088 of Sun Life
Insurance Co.) as I am not in a position
to take care of it at present. The current
premium was due on Mar. 20th. 1943 and

Mr. Sato

(2)

above that there is an Automatic Premium
Loan (premium arrears) of \$199.64 out-
standing.

Hoping you will attend the
matter as soon as possible.

Yours truly

V. J. Vada

3435 and
3913
acct Sept
9 reports
78.57 cr

19-6-43
A

Joint a/c

3913
acct Sept
9 reports
472.57 cr

19-6-43
A

OFFICE OF THE C
JAPANESE SEC.

RECEIVED
NOV 9 1942

Secretary of State Office of the Custodian,
Vancouver, B.C.

461 Sargent Ave. Winnipeg, Man.
Nov. 5th. 1942.

Re File No. 3913.

Dear Sir:-

I am very sorry that I was
unable to answer promptly to your letter of
Oct. 14th. in connection with the taxes on
my properties.

I have just finished my part of
this year's contract on the sugar beet projects
and found out that the income is not sufficient
to take care of the maintenance expenses of
my family until next year's work starts.
So, I regret very much that I am at present
not in a position to send you any money
to pay off the outstanding taxes. But,
as I understand you are taking care of
the rent money on my properties, I wish
you will pay by it whenever suitable.

2.

I also shall try my best to send you any
shortage before the next year's taxes are
due.

Please notice that my address
is changed.

Yours very truly

N. T. Vato.

Catalogue No. 829
File Nos. 3913 & 3435
92 Chatham Street,
Steveston, B. C.
5A, 5B, 6A, 6B, 7-9/4/10/B3N/RTM/249

Receipt of Certificate of Title No. 179645-E is by us hereby acknowledged and we agree that all adjustments and incidents connected with the sale to us of this property have been settled.

Receipt is also acknowledged of copy of London & Lancashire Guarantee & Accident Company policy No. 3400795 which has been assigned to us.

Receipt is also acknowledged of cheque for \$10.65 representing closing of adjustments on sale to us of the above property.

Dated at Vancouver, B. C. this 17th day of January 1948

W. H. Thompson

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

Dear Sirs:-

Re: 92 Chatham St. St. James

I understand that any Japanese effects and furniture on the premises are not included in the sale. These will be removed by the Custodian as soon as possible but in cases where the furniture is included in the lease to the present tenant it cannot, of course, be removed until he is ready to vacate the premises. I undertake to give the Custodian at least two weeks notice of the date on which the tenant is vacating the premises and to allow the Custodian access to the premises in order to remove the furniture at a reasonable and convenient time following the termination of the lease.

Yours faithfully,

W. A. Thompson
W. A. Thompson Signed

202X

COULTHARD, SUTHERLAND & CO. LTD.

609 Columbia Street,
NEW WESTMINSTER, B.C.

April 24, 1944.

Catalogue #329.
File: 1435. 3913.

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

APPRAISAL.

RE: Lots 5A, 5B, 6A, 6B, 7-9, Block 4, Section 10,
B.M./T.M. Map 249. Steveston Townsite.

Dear Sir:

This property is located at 92 Chatham Street and is rented to Mr. Kescher for \$5.00 per month. It consists of a modern six roomed house, fully plastered with a full cement basement and is heated by a wood and coal furnace. There is full plumbing, a fireplace, electricity and every modern convenience. The construction throughout is good.

The house consists of a living room, dining room, kitchen, and two bedrooms. The exterior of the house siding, roof is in fair condition, and the entire set-up is in need of paint.

The three lots 7, 8 and 9 which are 44' X 120' giving a frontage on Chatham Street of 132'. The remaining four lots are 25' X 132 and lie at the rear of the house. The garden is in fair condition and under cultivation. There are a number of fruit trees.

VALUATION:

House.....	\$1800.00
Lot seven.....	150.00
" eight	125.00
" nine	125.00
4 small lots @ \$75. each	<u>300.00</u>
	\$2500.00.

Yours very truly,

COULTHARD, SUTHERLAND & CO. LTD.,

Signed (F.H.Coulthard).

932 - 1
EXHIBIT No. _____
DATE Sept. 21/48
FILED BY Claimant

Sept 10th, 1948.

To the Commissioner,
Japanese Property Claims Comm.

I, Jishiro Sato, of Winnipeg, in Manitoba, the former owner of an undivided 2/3 interest in the property known as 92 Chatham St., Steveston, B. C., and described as Lots 5, A & B, 6 A & B, 7, 8, & 9, Block 4 of Sec. 10, Bl 3 N, Range 7 West, Map 249, New Westminster, my brother Stephen Shinji Sato owning the other 1/3 interest, do hereby authorize my said brother Stephen Shinji Sato to represent me in presenting our claim to you;

And I do hereby request you to accept his evidence on my behalf.

Witness

"W. L. Ono"

"J. Sato"

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

January 21, 1949.

[Signature]
wml.

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

EXHIBIT NO. 932 - 4
DATE Sept. 21/48
FILED BY Claimant

609 Columbia Street,
NEW WESTMINSTER, B. C.

Catalogue #829.
File: 3435. 3913.

April 24, 1944.

RP.4

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

APPRAISAL

Re: Lots 5A, 5B, 6A, 6B, 7-9, Block 4, Section 10,
B.M./7N. Map 249, Steveston Townsite.

Dear Sir:

This property is located at 92 Chatham Street and is
rented to Mr. Kescher for \$5.00 per month. It consists of a modern
six roomed house, fully plastered with a full cement basement and
is heated by a wood and coal furnace. There is full plumbing, a
fireplace, electricity and every modern convenience. The
construction throughout is good.

The house consists of a living room, dining room,
kitchen, and two bedrooms. The exterior of the house siding, roof
is in fair condition, and the entire set-up is in need of paint.

The three lots 7, 8, and 9 which are 44' X 120'
giving a frontage on Chatham Street of 132'. The remaining four
lots are 25' X 132 and lie at the rear of the house. The garden is
in fair condition and under cultivation. There are a number of
fruit trees.

VALUATION:

House.....	\$1800.00	
Lot seven.....	150.00	
" eight.....	125.00	
" nine.....	125.00	
4 small lots @ \$75. each	300.00	
		\$2500.00

Yours very truly,

COULTHARD, SUTHERLAND & CO. LTD.,

"F. H. Coulthard"

F. H. Coulthard.

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

January 21, 1949.

[Signature]

(Stamp)
Evacuation Section
Rec'd MAR 9 1944
File No. 3435, 3913
Ans.
Referred Peters

932 - 6

EXHIBIT No. _____
DATE Sept. 21/48
FILED BY Claimant

Steveston
March 8.

Mr. Peters
Custodian of Enemy Property

Dear Sir:

Re our telephone conversation in regards to the property of Mr. S. Sato in Steveston. We have Mr. Sato's consent to purchase the property for \$3000 (three thousand) and I would like to make this the price not including the furniture. I will not make any claim to said furniture and will take that question up with Mr. Sato later.

Hoping that we may be able to get some action on this I am

Yours sincerely

Mrs. G. H. Rolston.

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

January 21, 1949.

G. H. Rolston
mal.

3913

October 5th, 1950.

Mr. Stephen Shinji SATO,
256 Dorothy Street,
Winnipeg, Manitoba.

Dear Sir:

Re: Japanese Property Claims Commission
Case No. 932

We have received from the Co-Operative Committee on Japanese Canadians, Release executed by yourself covering the award recommended under the above Commission, for the sum of \$476.04.

Cheque for \$474.50 is enclosed herein, and the sum of \$1.54 has been paid to the Co-Operative Committee on Japanese Canadians for legal fees as authorized.

Yours truly,

F. G. Shears,
Director.

FCS/js
1 encl.

Name of Claimant **SATO, Stephen Shingji**

Case

938

Custodian File

7913

<u>REAL PROPERTY</u>										Total
Greater Vancouver		Rural (except V.L.A.)		V.L.A. (except Mission Village)		V.L.A. Mission Village		Total Award 125% of all Sale Prices:		
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices	Sale Price		Total Award 125% of all Sale Prices:	
						% of Amount Total		% of Amount Total		
		2750.		.00					207.50	
			275.00	12.50						
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
500.00										
	125.00									125.00
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
481.00	211.80								65.54	
									65.54	
TOTAL RECOMMENDATION									476.04	

DEFENSE BRIEF

Winnipeg, Man.
Sept. 21, 1948

Stephen Shinji SATO

File #3913

Case #932

REAL PROPERTY CLAIM

1. Real Property Claim

\$4756.00

Appraised at

\$2500.00

Sold for

\$2750.00

Witness:- Coulthard, Sutherland & Co. Appraisers.

Ex. 1. and Trans. 2, line 13, Claimant has a 1/3 interest in this property and his brother Jishiro SATO owns 2/3. Stephen Shinji SATO is filing on behalf of both.

Trans. 6. The tax assessment is the basis for claimant's statement that the property is worth more than the price for which it was sold and we are leaving it to the appraisers in the adjourned hearing to set up and prove the correct market value.

Trans. 7. line 10 et seq.
Re letter dated Mar. 8, 1944 from Mrs. Rolston saying she had SATO's consent to purchase the property for \$3000.00(not including furniture),

Trans. 8, line 10 et seq. Claimant says he changed his mind and did not give consent for the sale to Mrs. Rolston.

Trans. 13. In December 1943 claimant was willing to accept \$3000.00 for the property including chattels.

Trans. 14- Mrs. Rolston never made any offer other than \$2000.00.

Submissions:- Sold for its fair market value.

2. Chattel Claim

\$406.00

amended from \$456.00 by withdrawal of claim for piano \$50.00

(a) goods valued by claimant at \$401.00 sold at auction for \$211.80.

Witnesses: Thompson & Binnington, Auctioneers.

Harris attended sale.

(b) goods valued at \$5.00 abandoned
(1 bed)

Witness: C.C. Robinson.

continued Page 2.

File No.
3913
Stephen Shinji SATO

- 2 -

Case #932

3. Truck Claim
\$800.00

Appraised at
\$300.00

Sold for
\$500.00

Witness:- McDermott Motors Ltd. Appraisers, ✓

See Trans. pages 15 and 16 re extra equipment
on truck.

Submission:- Chattels (including truck) sold for their
fair market value. Question of valuation
only.

RWH/DD.

March 2, 1949.

IN THE MATTER OF "THE INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927, CHAPTER 99

JAPANESE PROPERTY CLAIMS COMMISSION

SUB-COMMISSION

B E F O R E

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

Winnipeg, Manitoba,

21st September, 1948.

IN THE MATTER OF THE CLAIMS OF

STEVEN SHINJI SATO

20

PROCEEDINGS AT HEARING

APPEARANCES:

P.H. FERG, Esq., Appearing for the
 Dominion Government.

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

G.E.R. UPTON, Esq., Official Interpreter.

20 MARK H. PEARCE, Esq., Sr., Official Reporter.

2.
S.S. Sato,
In Chief,

STEPHEN SHINJI SATO, the claimant herein, being
first duly sworn, testified as follows:

MR. CHERNIACK: Your honour, I ask leave to amend to show
the valuation of the real property at \$4,756.00.

THE COMMISSIONER: Well, that is what it is now.

MR. CHERNIACK: Yes, the Custodian's sale price \$2,780.00,
the loss \$2,000.00. The personal property a total of
\$1,206.00 valuation, the Custodian's sale price
\$686.40, the loss is therefore \$519.60.

10 THE COMMISSIONER: You haven't been giving us the amended
claim for personal property separated as you have done.

MR. CHERNIACK: No, sir, I have included the truck and
household furniture at \$1,206.00. I will indicate when
we reduce the allowances what the changes are. Your
honour will note that the claimant, in connection with
the real property, shows he has a one-third interest in
his property and the brother Jishiro Sato owns two-
thirds and he is filing on behalf of both.

DIRECT EXAMINATION BY MR. CHERNIACK:

20 Q I show you a document dated September 10, 1948, whose
signature appears at the bottom?

A My brother.

Q Was that signed in your presence? A Yes.

Q And that is your brother's signature, is it?

A Yes.

Q And is this (indicating) the witness W. L. Ono?

A Yes.

MR. CHERNIACK: It is a letter signed by the owner addressed
to the Commissioner.

(Letter to the Commissioner, dated Sept. 10th 48,

3.
S.S. Sato,
In Chief.

Sept. 10th, 1948.

To the Commissioner,
Japanese Property Claims Commn.

10 I, Jishiro Sato, of Winnipeg, in Manitoba, the
former owner of an undivided 2/3 interest in the
property known as 92 Chatham St., Steveston, B.C.,
and described as Lots 5, A & B, 6 A & B, 7, 8, & 9,
Block 4 of Sec. 10, Bl 3 E, Range 7 West, Map 249
New Westminster, my brother Stephen Shinji Sato owning
the other 1/3 interest, do hereby authorize my said
brother Stephen Shinji Sato to represent me in
presenting our claim to you;

And I do hereby request you to accept his evidence
on my behalf.

Witness

(sgd.) W.L. Ono

(sgd.) J. Sato."

THE COMMISSIONER: That makes it quite clear.

BY MR. CHERNIACK:

20 Q Mr. Sato, I show you two typewritten statements?

A Yes.

Q Were these prepared in accordance with your instructions?

A Yes.

Q And this (indicating) is your signature?

A Yes.

Q What were-- And you swear the contents of this statement
to be true to the best of your knowledge and recollection?

A Yes.

MR. CHERNIACK: I tender as Exhibits 2 and 3 respectively
20 the Real Estate Statement and the Statement as to

4.
J. S. Sato,
In Chief.

chattels and on behalf of my learned friend I will
tender as Exhibit 4 the Custodian's Appraisal and as
Exhibit 5 the Custodian's analysis of the Personal
Property Claim.

(Real Estate Statement, EXHIBIT 2.)

(Personal Chattels Statement, EXHIBIT 3.)

(Custodian's Appraisal, EXHIBIT 4.)

(Custodian's Analysis of Personal Property
Claim, EXHIBIT 5.)

10 MR. CHENIACK: In this case your honor will notice
that this gentleman is the first that I have had who
bought a property very cheaply and got more for it
than he paid and I might say in this connection that
every time in the hearing before the Commission when
we produced evidence to show that a man had paid a
large amount of money for the property shortly before
the sale, counsel would get up and say we are not
concerned with the investment but with fair market
value, and in this case we are not concerned with the
20 investment but we are certainly concerned with market
value because, as I say, the claimant sets out that the
property was sold for more than he paid for it and he
thinks the value was even greater than the amount for
which it was sold by the Custodian.

Q You set out you bought the property for \$1,700.00 in
1939; you also say you paid an extremely low price
for it? A Yes.

Q Would you care to explain why you feel you paid a
low price for it, what were the circumstances?

20 A S. Akimoto owned that property, he had a hardware

5.
S.S. Sato,
in Chief.

store and that property, he went bankrupt, and that property was in the hands of creditors and the creditor wanted to sell but nobody wanted to buy that time, so I could get it at that price.

Q Did you have any dealings with these creditors?

A I knew him.

Q Did you know them, or were you friendly?

A I knew him.

Q Who was the representative? A Two Japanese and

10 one was National Trust, he used to be with the trust company.

Q Is that the Canadian Credit Men's Trust?

A It may be.

Q In any event you felt you would be able to buy it very cheaply? A Yes.

MR. CHERNIACK: I have on file and I am showing to my learned friend the Agreement for Sale relating to this property showing the consideration of \$1,700.00 and it is signed on behalf of the owner Shigenori Akimoto
20 by the Canadian Credit Men's Trust Association Limited as attorney in fact and the agreement is dated March 31, 1959. The claimant sets out that he planted 10 mixed fruit trees and a few ornamental shrubs.

THE COMMISSIONER: Are there any exhibits I haven't got here - I was going to ask you and I thought it should be shown, the estimated value \$4,756.00, where is that taken from?

MR. CHERNIACK: I will come to that in Exhibit 2. He says he based it solely on the assessment for 1942. I will
30 ask my learned friend to confirm that.

THE WITNESS: I have that valuation.

BY MR. CHERNIACK:

Q You mean the assessment? A Yes.

MR. CHERNIACK: And we had it confirmed from my learned friend's files.

MR. FERG: Assessment 1942, Corporation of the Township of Richmond, land \$882.00.

MR. CHERNIACK: Well, there are several lots there.

MR. FERG: This is Lot 5A, 5B, 6A, 6B and Lots 7 and 8,
10 882 and the value of improvements \$2,560.00, the assessment was made in 1942.

THE COMMISSIONER: That is the building.

MR. FERG: The improvements are \$2,560.00 and the lots \$1,764.00.

THE COMMISSIONER: That comes to \$4,300.00.

MR. CHERNIACK: It is a little short I think, my learned friend must have another assessment for Lot 9.

MR. FERG: Yes, I am sorry, \$432.00 for Lot 9.

MR. CHERNIACK: There is an additional \$432.00 to the land
20 which my learned friend omitted.

MR. FERG: \$2,296.00 for land and \$2,560.00 for personal property.

THE COMMISSIONER: Yes.

MR. CHERNIACK: So that is the explanation of the amount and that is why we have indicated that the claimant is using only that as a yardstick, the statement that the property is worth more than the price for which it is sold, and we are leaving it to the Appraisers in the adjourned hearing to set up and prove the correct market value. Your honour will note from Exhibit 4, the

7.
S.S. Sato,
in Chief.

Appraisal, that the property is described as being a
very attractive home. The lots are, I believe, also
shown as attractive. Your honour will note that the
Appraisal is dated April 24, 1944. Actually we don't
know when it was made. We had a recent case to-day when
appraisal was made a year prior to its date and that is
yet to be proven, the time when this appraisal was made.
My information from the Custodian's file is that the
house was sold in August 1944 for \$2,750.00. Might I
ask my learned friend to produce from his file a letter
dated March 8, 1944, from Mrs. G.H. Rolston. This
letter, your honour, is addressed to the Custodian and
reads:

Stevenson, March 8.

Mr. Peters,

Custodian of Enemy Property.

Dear Sir.

Re our telephone conversation in regard to
the property of Mr. S. Sato in Stevenson. We have Mr.
Sato's consent to purchase the property for \$3000
(three thousand) and I would like to make this the price
not including the furniture. I will not make any claim
to said furniture and will take that question up with
Mr. Sato later.

Hoping that we may be able to get some action
on this, I am,

Yours sincerely,

(Sgd.) Mrs. G.H. Rolston."

MR. CHERNIAK: I am just saying this, that the Custodian

8.
S.E. Sato,
In Chief.

had received an offer for \$5,000.00 exclusive of the furniture. I might indicate that there appears on the Custodian's file a reply to that letter, which sets out that the property is about to be put up for tenders and suggesting that Mrs. Rolston submit a tender for same after the advertising. The file doesn't show any further tenders received and shows a sale of \$2,750.00.

(Letter from Mrs. G.B. Rolston, EXHIBIT 6.)

BY MR. CHENILACK:

10 Q Did you in fact consent to a sale to Mrs. Rolston for \$5,000.00? A The first time that the offer came, I thought she made a good offer and I wrote back and said I intend to sell but that property was under lease for the duration and I had to clear up the legal point affecting it, the duration of the lease to the sale of the property, and I made several inquiries, both to the Custodian and to Mrs. Rolston, and in due course of inquiry, the matter took so much time, and I had information from my friend in the court that property prices were going up considerably and it was foolish to sell the property under the assessment value. That is why I changed my mind and I didn't give a final consent for the sale.

20

Q You didn't give the final consent to the sale?

A No.

Q I believe you received letters from the Custodian asking if you would consent? A Yes, they asked me

the first time we had letter exchange with Mrs. Rolston the price was \$5,000.00 including the furniture, and

30

then the Custodian wrote to me that they had to prepare

9.
S. S. Sato,
In Chief.

a different Bill of Sale on the property and also for the fixtures, so they asked me to send a price on the property, a price on the fixtures, but at that time I changed my mind and I wanted to keep them, so I didn't give an answer to those letters.

Q So you never actually gave your final consent to the sale to anybody at any price? A No.

10 MR. CHERNIACK: I might say I have on my file and have shown it to my learned friend, a Certificate of Title No. 1823482, dated July 31, 1929, in the name of Stephen Shinji Sato and Jishiro Sato, affecting the land for which claim is being made. Now, if your honour would look at Exhibit B, the Custodian's Analysis, I could indicate to you quite readily the items which we are withdrawing.

THE COMMISSIONER: Yes.

MR. CHERNIACK: Your honour will note there is a darker blue line every fifth line down the page.

THE COMMISSIONER: Yes.

20 MR. CHERNIACK: On the third blue line there is one lawn mower \$10.00 sold for \$14.00, so we are obviously withdrawing that claim. You will find no claim in connection with piano and piano bench, with some particulars attached thereto and \$50.00. I am withdrawing claim on that. I should have made a correction, I didn't withdraw the claim in connection with the lawn mower. I only withdrew this \$50.00 claim and in that way we made a claim of \$10.00 for the lawn mower and giving the Custodian credit for \$14.00 was \$4.00 in excess. I only subtracted \$50.00 from the total claim.

30

S.B. Sato,
In Chief.

By not withdrawing the loan above the Custodian benefits to the extent of \$4.00.

THE COMMISSIONER: Yes, I understand.

MR. CHERNIACK: I might say further, sir, that on looking at the auction sheets I disputed the notations at the foot of the Custodian's column, or Analysis Sheet, marked "Sales" account, where they indicate the various categorized items sold, and I mean by that that I didn't recognize that the kitchenware \$3.00 and furniture \$3.20 was for the items for which claim had been made, and I presume the reason I didn't do so was because the Custodian's Sale Sheets didn't indicate that they should have been credited as such. As far as the clothing was concerned I recognized the \$2.50 as being the correct amount which should be credited for the items for which claim was made. I didn't recognize miscellaneous \$11.15 but I did recognize tools \$4.55 and my total thereafter for that column amounts to \$186.40. That amount when added to the \$500.00, for which the truck was sold, makes a total of \$686.40, which has already been given as the Custodian's sale price for these articles for which claim is made. Your honour will note there is no dispute by the Custodian as to any of these chattels. They were all sold except certain ---

THE COMMISSIONER: Something was valued at \$5.00.

MR. CHERNIACK: Yes, one bed and mattress, and all the other goods were apparently for sale.

THE COMMISSIONER: They don't sell mattresses apparently, they abandon them, not being sanitary.

204.159
Custodian will stand by
Analysis as credited - less 10.00
P. S. Cherniack

S.S. Sato,
In Chief.

Gr. Exam.

MR. CHERNIACK: Now, the claimant in Exhibit 3 sets out the larger items for which claim is made, showing the date of purchase and the cost of same when he is able to give that and the estimated value at date of evacuation and indicates that he has depreciated all the goods and shows what he considers to be a fair market value.

10 MR. FERG: I submit that the real property was sold at its fair market value and the chattels have been sold at their fair market value. The only controversy between the parties is a controversy as to valuation.

CROSS EXAMINATION BY MR. FERG:

Q I show you a photograph, Mr. Sato?

A Yes.

Q What does that picture represent?

A That is my house.

Q That is the house in question in this claim?

A Yes.

20 MR. FERG: Picture was taken April 13, 1943.

(Picture, EXHIBIT 7.)

BY MR. FERG:

Q You entered into a lease with Mr. John Kercher in connection with this property? A Yes.

Q And in addition to leasing him the real estate and your home, you leased him your chattels for the duration of the war? A Yes.

Q Is that (indicating) your signature at the foot of the document? A Yes.

20 Q One is yourself and the other is your brother?

B.S. Sato,
Gr. Exam.

A Yes.

Q That is the other partner who has an interest in the property? A Yes.

Q Is that (indicating) Mr. John Kercher's signature?

A Yes.

(Lease dated March 24, 1942, EXHIBIT 8.)

MR. FERG: I will also file a memorandum in connection with the International Truck and the appraisal on it.

(Memorandum, EXHIBIT 9.)

10 Q Neither you nor your brother have had an independent valuation made of this house and property?

A No.

Q Mrs. G.H. Rolston wrote to you in the winter of 1943 about purchasing this property? A Yes.

Q What was her offer to you? A She offered \$2,000.00 cash but I didn't have interest in it.

Q In other words, you wouldn't take \$2,000.00?

A No.

Q What was your reply to her, do you remember?

20 A I will consider if they pay \$2,000.00.

Q Would you know your letter if you saw it?

A Yes.

Q I will show you a letter, is that (indicating) your signature? A Yes.

Q And is that further signature underneath, "I hereby agree with the contents of the foregoing letter;" is that the signature of your brother?

A Yes.

Q The joint owner of this property? A Yes.

30 Q That is the letter you wrote Mrs. Rolston in reply to

S.S. Sato,
 Of. Exam.

her letter offering you \$2,000.00? A Yes.

(Letter dated Dec. 25, 1943, EXHIBIT 10.)

Q In reply to Mrs. Rolston you offered to take \$5,000.00 cash and included were the furniture and fixtures on the inventory, except the four-piece bedroom suite with spring which belong to Mr. and Mrs. J. Sato?

A Yes.

Q You were willing to take \$5,000.00 at that time?

A Yes.

10 Q Yes, including chattels? A Yes.

Q And I suppose that is what you would consider a fair market value at that time, December 1943?

A I thought that value is good value considering what I paid for it.

Q Now, I will show you a further letter, Mr. Sato, is that (indicating) your signature at the foot of the letter dated January 14, 1944, addressed to the Department of the Secretary of State, Office of the Custodian, Vancouver, B.C.?

20 A Yes.

Q And is the further signature the signature of your brother? A Yes.

Q Or the other claimant of the property?

A Yes.

Q And that is the letter you wrote on that occasion?

A Yes.

(Letter dated January 14, 1944, EXHIBIT 11.)

Q Now, in this letter, Exhibit 11, Mr. Sato, you say this:
 "The price for the said property shall be three thousand
 20 dollars (\$3000.00) in cash provided that the furniture

S.S. Bates,
Cr. Exam.

and fixtures will be included in the sale except certain things among them?"

A Yes.

Q That was your offer at that time? A Yes.

Q And that is on the 14th of January, 1944?

A Yes.

Q You and your co-owner were prepared to take \$3,000.00 for the property at that time?

A Yes.

Q Including the chattels? A Yes, sir.

10 Q Did Mrs. Rolston ever make any other offer to you for the property other than the offer of \$2,000.00?

A No, sir.

Q You never received any further offer from her?

A No.

MR. PERG: That is all the questions, your honour.

MR. CHERNIAK: If my learned friend has the Royal Canadian Mounted Police Receipt for the truck it possibly should be filed.

20 MR. PERG: Yes, I have a receipt for the International Truck from the Royal Canadian Mounted Police dated March 9, 1942.

[Receipt for International Truck, EXHIBIT 12.]

Q You purchased this truck second-hand?

A No, sir, new.

Q What did you pay for it when you bought it?

A I don't remember exactly but I think it was \$1,450.00, or something like that, that is the chassis alone.

Q And you had driven it steadily up to the time of evacuation? A Yes, sir.

30 Q You hadn't had an offer for the sale of it yourself?

S.J. Sato,
Of. Exam.

A No.

Q Have you ever had any accidents with the truck?

A No, sir.

Q Upset it or rolled it over? A No, sir.

MR. FERG: I submit, your honour, with regard to the truck, as submitted in all these type of cases, that in any event the market value outlined by the claimant must not exceed the selling price.

MR. CHERNIAK: Does my learned friend know when the
10 selling price came in?

THE COMMISSIONER: I suppose that is a matter of regulations.

MR. FERG: I think 1960 prices were set as October 1st,
I think.

MR. CHERNIAK: I would like to point out in Exhibit 12,
the Royal Canadian Mounted Police Receipt, there is
mention of extra equipment on the truck, being a
spot light and two clearance lamps, and in the appraisal
of the truck, Exhibit 9, there is no mention of these
items, and it would appear to me to indicate that they
20 were not on the truck when they were appraised or
sold. If that is the case, we contend, as to the
value of these items, they were lost, destroyed or
stolen while in the custody or control of the
Custodian and we therefore claim for these items.
I think I should try and get a question as to the
value of them.

RE-EXAMINATION BY MR. CHERNIAK:

Q You had a spot light on your truck? A Yes.

30 Q Do you remember when you bought the spot light?

B.S. Sato,
Re-Exam.

A I think it was \$15.00.

Q And when was it bought? A I think it was about 1940.

Q And you paid, you think, \$15.00? A Yes.

Q Was it the kind of spot light you could move from the inside of the truck? A No, I put it at the back of the truck.

Q To light up whatever work you may be doing behind?

A Yes.

10 Q And it was not movable, it was fixed?

A Well, it was adjustable.

Q Was it ever damaged, was there dents or cracks in it?

A No.

Q Then you had two clearance lamps, do you remember when you bought those? A I bought them when I built the body of the truck but after that I broke it and replaced it twice.

Q Well, I am speaking of the last time.

A Just about the same time I bought the spot light.

20 Q About 1940? A Just---- yes.

Q What would they cost you? A I think they were very cheap, something around \$1.00 each, there is four of them you know.

Q Were there four? A Yes.

Q The Royal Canadian Mounted Police mentions only two, do you think that is wrong?

A That is front clearance lights.

Q You actually had four, two in the front and two in the back? A You mean clearance lights, they may be different.

30

A.S. Sato,
Re-Alan.

Q What other lights did you have on the truck?

MR. FERG: Clearance lights are standard equipment on all these trucks. I presume it is the same in British Columbia as in Manitoba.

THE WITNESS: Two blue lights on the front and two red in the back.

BY MR. CHERNIAK:

Q Any other lights on the truck other than the head light and this spot light? A That is all.

10 Q Did you have any fog lights or large lamps?

A No.

Q Now, on this Royal Canadian Mounted Police Receipt there is mention made of 6 tires, is that what you had when the truck was handed in?

A Yes, sir.

Q Was it handed in by you, is this (indicating) your signature? A Yes.

Q And you handed it in? A Yes.

Q And you had 6 tires? A Yes.

20 Q I would like to indicate that Exhibit 12 indicated opposite "tire numbers" 6 - on the rear did you have 2 tires on the wheels? A Yes, dual tires.

Q You had no spare? A No.

MR. CHERNIAK: Well, the tires are all accounted for.

THE COMMISSIONER: Yes, it is possible you are right they were moved.

MR. CHERNIAK: And if they were it should have been shown on the appraisal.

Certified to be a true and accurate transcript.

Mark H. Parson, Sr.

(MARK H. PARSON, SR.)
OFFICIAL REPORTER.

CERTIFICATE

18 I, the undersigned Sub-Commissioner hereby certify
that the foregoing 17 pages of typewritten matter contain
a true and accurate record of the Sub-Commission held in
the Law Courts Building, Winnipeg, Manitoba, at the time
and date first above mentioned.

H. B. Humphreys

(SUB-COMMISSIONER)