

7547

**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: ITO, Fugio

HOME ADDRESS: Annacis Island, Delta, B. C. R. R. #1 New Westminster, B.C. *Three Valleys*

REGISTRATION NUMBER 05482 SEX: Male AGE: 45

OCCUPATION: Fisherman

(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: B. C. Packers, Steveston, B. C.

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Tomio

ADDRESS OF WIFE OR HUSBAND: Annacis Island, Delta, B. C.

NAMES OF ANY LIVING CHILDREN: Toshiko(F); Hideki(M)

ADDRESS OF CHILDREN: Annacis Island, Delta, B. C.

AGE OF CHILDREN: 6 and 3 years respectively.

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

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS: None

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

4. TAXES (Amount and where payable) None

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

None

6. OCCUPANCY AND LEASES (If vacant so state) None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Annals Island, Delta, B. C.

Movable house on Mr. Nelson's property.

(address unknown)

2. LANDLORD'S NAME AND ADDRESS: Mr. Nelson

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:

\$15.00 yearly paid December 1941.

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

None

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

STATEMENT OF PERSONAL PROPERTY OWNED:

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

10 *deermatids + claws*

4-room movable house - 8-chairs, 2-tables; kitchen stove & heater, books,

and 1-fishing net (\$50.00), 1-cork line, (\$20.00), 200 lbs lead, kitchen utensils,

this personal property is in above mentioned house at Annals Island, Delta, B.C.

1-fishing boat - also net truck in front of house.

1-fishing boat, N. W. 0058, Easthope engine & 7 H. P. 1-29", W-6'6", D-3'5",

in custody at New Westminster, B.C.

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

None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY

None

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
1-\$50.00 Victory Bond K-8 H111179 in owner's possession.

8. BANK ACCOUNTS: Canadian Bank of Commerce, New Westminster, B. C. Amt. \$3.00

9. LIFE INSURANCE: Monarch Life Insurance \$2,000.00 beneficiary-Tonio
Policy P93400 in owner's possession.

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 4th day of May 1942.

(Signature)

F. Ito

J. T. Williams

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date July 16/43.
June 30/43.

Our File No. 7547

Full Name ITO, Fumio
(Surname in Block Letters)

Registration No. 05482

Male - Female
(check)

Age Sept. 13, 1896.

Former Address Annacis Island, New Westminster, B.C.

Date Evacuated 1/6/42 Naturalized - Canadian-Born - National
(check)

Present Address

Kaslo, B.C.
Midway, B.C.

Married - Single
(check)

Name of Wife (SUZUKI) Tomo #10537

Name of Husband

Name of Mother

ITO, Taki

Name of Father

Harusaburo Ito

Names of Children under 16

(see over)

Requested by

Patterson

Registered with Custodian

(Yes or No)

Additional Information

Fisherman Owner of
2588 N.W. Naval Control # N.W. 005-H.

ANNACIS ISLAND

Name: Fumio ITO

File: 7547

Date Taken: May 7/43



This shows a rear view of float house marked
"I" on sketch on file.

Sept. 21, 1949

Case No. 282. Fumio ITO. File 7547

ANALYSIS OF CLAIM FOR MISCELLANEOUS CHATTELS

Award sheet

Changes Declared Not Found/Recorded Now Missing from \$45.40 to \$458.90, making the the final figures in regard to claim,

\$80.00 sold by tender for \$35.00
4.00 No Record
458.90 D.N.F. and R.N.M.
Total Claim \$542.90

My figures are as follows:

\$80.00 sold by tender for \$35.00
10.00 declared not found
55.00 no record
147.90 recorded, now missing
250.00 house on other person's property
Total Claim 542.90

Remarks

No record - bathhouse on float - \$35.00
boom cables - 4.00
gramophone records 16.00 \$55.00

Recorded, now missing - Actually some of these goods probably were abandoned, or ~~may have~~ the articles of similar nature found in the vicinity of Ito's property may have belonged to some other person - Ito did not declare all the individual items.

House on other person's property

JP: "Movable house on Mr. Nelson's property. \$15.00 yearly paid December 1941" (in section re lease & rent)
Location: Annacis Island, Delta, B.C.

Ltr. Oct. 7/42 from claimant: "Regarding my movable house & effects contained therein, please just leave them as they are."

Photo, May 7/43: Shows house on dry land. No evidence that house was a float house. House photographed obviously would not float.

Ltr. May 20/43: Owner of land refused to allow removing of house. Claimed it had reverted to him for lack of rental payment.

Ltr. Sept. 25/43: "Mr. Nelson's idea is that the Japs or anyone else have no right to remove these houses from his land without his permission."

Ltr. Nov. 5/43: To Ito asking for written agreement he might have with Nelson. No reply received.

Feb 23/44: Mr. Wright's decision "In the absence of an agreement, when the Japanese left the house it would be the property of the owner of the land."

Memo July 14/45 - states this house, as at July 13/45, was "high & dry".

PERSONAL PROPERTY SUMMARY

File No. 7547

20th June, 1947.

Re: Fumio ITO - Regn. No. 05482

CHATELS: The above Japanese registered with this office on the 4th May, 1942, and at that time declared leaving some household effects in his float house at Annacis Island, and our agents visited this property in August, 1942, and we advised ITO of articles found, on the 22nd August, 1942, and asked if he wished 200 lbs of rice stored there, shipped to him, but no reply was received, nor to subsequent letters until the 7th October, when he advised that a number of articles were missing, and that he wished everything left there.

The property was again inventoried 5th May, 1943, and it was noted at that time that the place had been broken into and that the remaining chattels were of very little value, and not worth moving. No recovery was therefore made from chattels on the property.

FLOAT HOUSE: ITO's float house, in which the above mentioned chattels were stored, was attached to property belonging to a Mr. Nelson. Mr. Nelson had rented his property to a Mr. D.M. Gropp. We received a claim from Mr. Gropp for rent from this float house, and there is considerable correspondence regarding this on the file. It was finally ruled by Mr. K.W. Wright, in a memorandum on file dated 23rd February, 1944, that the Japanese had no actual rights to the float house, in view of the fact that there was no written agreement, and it had been acknowledged by the Japanese that they occupied the floats so long as periodical payments were made.

FLOAT: Fumio ITO also had a float, which was rented to the B.C. Packers Limited for the 1943 fishing season, and rent of \$10.00 was received and credited to ITO's account.

There is a great deal of correspondence on this file regarding the float and a similar float belonging to Watari SUGAWARA, File 7834, as there was considerable confusion over their sale. TRAPP MOTORS sold the floats by appraisal to Messrs. Berg and Iverson for \$85.00, but this amount was returned to Trapp Motors as the Custodian did not authorize the sale. They were then advertised for sale by public tender and both Berg and Iverson were advised of this and asked to submit offers. They did not submit an offer, and refused to accept the returned cheque from Trapp Motors. The highest tender, (F. Millard & Co. whose offer was \$150.00 for each float) was accepted, but they were unable to gain possession of the floats from Berg & Iverson, nor were the other bidders able to gain possession.

Trapp Motors were again contacted 5th July, 1946, and they remitted the cheque and ITO was credited with the sum of \$35.00, which was what his float had been appraised for.

BONDS & INVESTMENTS: ITO declared having a \$50.00 Victory bond, but this was not brought under control by the Custodian.

LIFE INSURANCE: He also declared a Monarch Life Insurance policy, but this was not brought under control or administered in any way by the Custodian.

BANK ACCOUNT: ITO declared having a bank account at the Canadian Bank of Commerce at

PERSONAL PROPERTY SUMMARY (Cont'd)

File No. 7547

20th June, 1947.

New Westminster, but this was not brought under control by the Custodian.

SPECIFIED ARTICLES: Boat as per attached brown edged sheet.

This file reveals no other personal property assets.

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

HA

W. E. Anderson
..... per Jh.

Advertisement appearing the British Columbian on
19th November, 1945 and the Vancouver Sun on 20th of
November, 1945.

FLOATS FOR SALE

The Secretary of State of Canada, acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943) hereby offers for sale by public tender such interests as are vested in him in the following floats located on the foreshore at Sumbury, B. C.:

PARCEL "A" Log Float approximately 48' x 16'

PARCEL "B" Log Float approximately 48' x 20'

Tenders for the individual parcels should be submitted to the undersigned marked "Tender for Float" up to Noon on the eighth day of December, 1945, and must be accompanied by a certified cheque payable to the Custodian for 10% of the amount tendered.

Further particulars and arrangements to inspect may be obtained from the undersigned.

The highest or any tender not necessarily accepted.

These assets are offered for sale without any warranty whatsoever on the part of the Custodian as to the condition or state of repair.

DATED at Vancouver, B. C., this 19th day of November, 1945.

THE CUSTODIAN

506 Royal Bank Building,
Vancouver, B. C.

Advertisement appearing in the Vancouver Sun
on 20th November, 1945 and the New Westminster
British Columbian on November 19th, 1945.

FILE NO. 7547

FLOATS FOR SALE

The Secretary of State of Canada,
acting in his capacity as Custodian
under or by virtue of the Revised
Regulations Respecting Trading
with the enemy (1945) hereby of-
fers for sale by public tender such
interests as are vested in him in
the following floats located on
the foreshore at Sidney, B.C.

PARCEL "A"
Log float approximately 67x12.

PARCEL "B"
Log float approximately 67x20.
Tenders for the individual parcels
should be addressed to the under-
signed marked "Tender for Float"
up to noon on the eighth day of
December, 1945 and must be ac-
companied by a certified cheque
payable to the Custodian for
10% of the amount tendered.
Further particulars and arrange-
ments to inspect may be obtained
from the undersigned.

The highest or any tender not
necessarily accepted.

These assets are offered for sale
without any warranty whatsoever
on the part of the Custodian as to
the condition or state of repair.
DATED at Vancouver, B.C. this
Nineteenth day of November, 1945.

THE CUSTODIAN
266 Royal Bank Building
Vancouver, B.C.

LIABILITY SUMMARY

File No. 7547

20th June, 1947.

Re: Fumio ITO - Reg. No. 05432

This file reveals no liabilities, and none were declared by Fumio ITO when registering with this office.

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

WE Lester

SUMMARY TAKEN FROM VESSELS RECORDS

Date: June 2, 1944
Name: ITO, Fumio Reg. No. 05482 File: 7547
Boat File No.: JFVDC 7547
Name of Vessel: "F.I." 1072, 28'x6'8"x3'(1934) Easthope 7 HP
Lic. or Reg. No.: New Westminster 2588
Naval No.: NW.005-H
Owner's Valuation: \$850.00
JFVDC Valuation: 489.00 Survey #379 NW
Custodian Valuation: None
Date of Sale: May 18, 1942
Purchaser: Great West Packing Co.Ltd.
Signature on Sales Papers: Copy unsigned
Selling Price: \$550.00
Paid to JFVDC ~~administration~~: 550.00
Supervision Costs: 8.00
Balance due Owner: 542.00
Paid to: (F. Ito) F. Ito, May 19, 1942
Location of Boat at Sale: New Westminster
Claims Against Canadian Govt.: None

Additional Information:

Fm

◎ Please refer to "Certificate of British Registry" in filling this blank; special attention is required in cases of "Length" "Width" and "Depth".
 此ノ書式ヲ記入時ニ充分「登録証」ヲ参照セヨ。特ニ「長さ」「幅」及「深さ」ニ注意要ム。

Name of Vessel (船名) F.I.		Official Number (登録番號) NH 2598		Naval Control Number (海軍省ノ番號) NH 005 H	
Port of Registry (登録港名) New Westminster, B.C.		Date of Registry (登録期日)			
Gross Tonnage (總噸數)		Net Tonnage (ネット噸數)			
Length ◎ (長さ) 28'	Width ◎ (幅) 6' 8"	Depth ◎ (深さ) 3'			
Make of Engine (Present) (機械ノ名) (現在ノ) Easthope		Date When Re-installed (若シ入替ヘテ場合ヘ其ノ期日) 7 yrs.			
Horse Power (馬力) 7 yrs.		Knot (Speed) (速力)			
When Hull Built (船体建造期日) 7 yrs.		When Hull Rebuilt (若シ改造ノ場合ヘ其ノ期日)			
Type of Vessel: (船ノ型) Seiner ☐ Packer ☐ Gill-Netter ☒ Troller ☐ Trawler ☐ Other ☐					
Formerly Used as (従来ノ用途) Gill-netter		Value (Replacement) (船價) (建造スル場合)			
Date When Surveyed Last (最近ノサマセイサレタル期日)		Value (Present) (船價) (現在ノ)			
Place of Operation (使用區域) Fraser River		Value (Insured) (船價) (保険ヲ附スル場合)			
Charter Rate: 1940 (賃船料金率) Own use		Chartered To: 1940 (賃船先)			
1941 " "		1941			
Amount of Mortgage, If Any (貸金額ノ金額) Nil		Mortgaged To: (貸金債權人先)			
Registered Owner's Name (登録船主名) Ito, Junio		Actual Owner's Name (現實所有者名) Ito, Junio			
ADDRESS (住所) Annacis Island		ADDRESS (住所) Annacis Island			

Remarks:
(註)

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

RECORD OF FISHING VESSELS

File No. 608

M. V. "T. I."

NW 2588

NW 005H

379

Reg. or Lic. No.

Naval No.

Survey No.

Gill-netter

TYPE

OWNER AT TIME

OF IMPOUNDMENT F. Ito

PURCHASER Great West Packing Co. Ltd.

Date of Sale May 18th, 1942 Purchase Price \$ 550.00

Amount paid in to J. F. V. D. C. - \$ 550.00

Commission and Survey charges - \$ 8.00

Amount paid out by J. F. V. D. C. - \$ 542.00

CLAIM RECORD No. Date Amount \$

No. Date Amount \$

CLAIM PAID

Date Amount \$

Date Amount \$

ADDITIONAL MEMORANDA

Agreement for Sale of Vessel

BETWEEN:

F. ITO

(hereinafter called the "Vendor")

OF THE FIRST PART

AND

GREAT WEST PACKING COMPANY LIMITED

(hereinafter called the "Purchaser")

OF THE SECOND PART

In consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, we agree to the sale and purchase of the vessel hereunder described:

Name of Vessel: "F.I."

Port of Registry: New Westminster, B. C.

Official Number: NW 2588

Length: 28'

Breadth: 6' 8"

Depth: 3'

Propelling power: 7 H.P. Easthope

For the price or sum of \$ 550.00 .

Payable as follows: CASH

FURTHER, ~~we~~^I the said F. ITO

for my heirs, covenant with the said GREAT WEST PACKING COMPANY LTD. THEIR assigns, that we have power to transfer in the manner aforesaid, the premises hereinbefore expressed to be transferred, and that the same are free from encumbrances, except as hereunder set out:

~~ALL ENCUMBRANCES ON THE PREMISES TO BE SECURED WITHIN 60 DAYS BY MORTGAGE ON THE VESSEL~~

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 18th day of May A.D. 1942.

SIGNED, SEALED and DELIVERED
in the presence of:

File No. 7547

STATEMENT OF ACCOUNT
Puerto Rico - Reun. No. 05482

13th April, 1948.

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
<u>1943</u>				
Apr. 17	B.C. Packers Limited, rent of float		\$10.00	
<u>1945</u>				
Dec. 27	Cost of Advertising float for sale (1/2 of \$12.15)	\$6.07		
<u>1946</u>				
Jan. 14	Payment of log float		35.00	
<u>1947</u>				
June 26	Remittance	\$38.93		
	Cheque refused and returned	\$45.00		
			<u>38.93</u>	
			\$83.93	<u>\$128.93</u>

President.....

Secretary.....

~~British Columbia~~
Japanese Canadian Citizen Association

~~Greenwood, B.C.~~

Midway, B.C.

October 1st, 1948

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

EVACUATION SECTION	
Rec'd	OCT 5 1948
File No.	7547
Ans.	<i>H. Allan</i>
Refer to	

Dear Sir:

I am writing to you again with reference to a cheque I received for payment of properties sold amounting to \$38.93. I refer you to my letter to you of July 20th, 1947 in which I stated that I could not accept the said cheque due to the probable fact that it may prejudice legal rights and claims to full restitution.

However, recently I heard from reliable sources that this is not so, that I may be compensated for losses regardless of whether the cheque is accepted.

In view of this fact, I am tendering a request that the cheque be again sent to me.

I would appreciate it if this matter could be arranged at an early date.

Yours very truly,

Fumio Ito.
Fumio Ito

TELEPHONE 408

891 COLUMBIA STREET

NIGHT PHONE
GARAGE 2872
SALES 2896



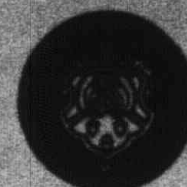
TRAPP MOTORS LTD.

AGENTS FOR GOODYEAR TIRES

AUCTIONEERS

PORT OF

NEW WESTMINSTER, B. C.



July 23, 1946.

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

EVACUATION SECTION	
Rec'd	JUL 24 1946
File No.	7547-7834
Ans.	2/8/46 thru
Referred	12/2/46

Dear Sir:

In reply to yours of the 13th, we are enclosing herewith our cheque for \$85.00, covering the Ito and Sugawara Floats.

We hope that this is the final chapter on the Floats as we have been put to considerable expense due to the rejection of our previous cheque.

We should be pleased to hear from you as to whether this affair is now wound up.

Yours truly,

TRAPP MOTORS LIMITED

Secretary.

CFDP/bf
Encl

SALES - SERVICE - SATISFACTION

All that the term implies.

Files 7834, 7547

July 30th, 1946.

MEMORANDUM

To: Mr. Shears,

From: W.J. Iverson.

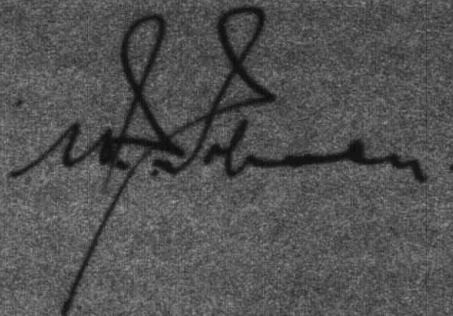
Re: Floats.

The original deal made by Trapp Motors Ltd. on these floats was as follows:-

To Ralph Berg, R.R. #1, River Road, Sunbury -
45 x 20 foot float (approximately) owned by Watari SUGUWARA,
registration number 05492, file 7834 and the price of
\$50.00.

(John)
To W. Iverson, R.R. #1, River Road, Sunbury -
log float 40 x 16 (approximately) owned by Fumio ITO, re-
gistration number 05482, file 7547 - \$35.00.

Both these floats were sold under date of
July 4th, 1945.



WJ:ML

7547

26th March, 1946.

Mr. E. Iverson,
R.R. #1, River Road,
New Westminster, B.C.

Dear Sir:

Re: Ito Float

At the present time you are in possession of a float to which you have not been given title and the ownership of which vests in the Custodian. The money which was received by us has been returned to Trapp Motors Ltd. through whom we received your offer to purchase.

Without prejudice we are advising you that it may now be possible for us to come to an agreement with you and complete a sale.

Will you please arrange to call at our office in the near future so that this matter may be discussed. We believe you are aware that a similar situation exists in connection with a float in the possession of Mr. Berg, to whom we are also writing today. It may be that you will find it convenient to arrange an appointment with us together with Mr. Berg.

Please reply letting us know when we may expect you so that the writer may be available.

Yours truly,

F. G. Shears,
Director.

FGS/PMH

7547/7634

12th February, 1946.

Mr. J. Sjoblum,
R. R. No. 1,
New Westminster, B.C.

Dear Sir:

Re: Parcel "A" - Log Float approximately 40' x 16'
Parcel "B" - Log Float approximately 45' x 20'

On December 10th we wrote to you stating that your tenders for the purchase of the above two floats for the sum of \$195.00 could not be accepted.

Circumstances have since arisen which make it possible for us to give further consideration to your offer. If you wish to renew your offer and forward us your cheque for \$195.00, we would be prepared to approach our Advisory Committee and recommend your offer for acceptance.

No warranty of any kind can be given by the Custodian for delivery or condition and you would be required to take possession from the locations at which the floats are situated.

If you are interested we will be pleased to hear further from you.

Yours truly,

F. G. Shears,
Director.

FOS/PMH

7547/7634

19th February, 1946.

Mr. J. Sjoblum,
R.R. No. 1,
New Westminster, B.C.

Dear Sir:

Re: Parcel "A" - Log Float approximately 40' x 16'
Parcel "B" - Log Float approximately 45' x 20'

This will acknowledge receipt of the sum of \$195.00 which we are accepting as full payment for the purchase of the above floats.

In accordance with the Custodian's policy, no warranty is being given for delivery or condition of these floats, and it will be necessary for you to make your own arrangements for taking possession from the locations at which these floats are now situated.

If you will advise us when you have possession we will be prepared to supply you with a Bill of Sale covering these floats.

Yours truly,

F. G. Shears,
Director.

FGS/PME

7547/7834

14th January, 1946.

Messrs. Francis Millard & Co., Ltd.,
P.O. Box 189,
Vancouver, B.C.

Dear Sirs:

Parcel "A" - Log Float approximately 40' x 16'
Parcel "B" - Log Float approximately 45' x 20'

We received your tender dated December 8th and after the closing date this was considered with other tenders which had been received.

We advised you on December 10th that we were prepared to recommend the acceptance of your offer and after receipt of the balance of the purchase price we authorized you to take delivery of the above floats at locations of which you were advised. You subsequently informed us that after sending a boat and 4 men you were unable to obtain delivery from the parties in possession.

In discussing this matter with us we advised you that we were not in a position to guarantee delivery, either at the present time or at a later date. After further consideration you advised us that while you were interested in securing these floats that unless delivery could be guaranteed that you had decided to withdraw your offer.

At this time you advised us of certain expenses to which you had been put in endeavouring to secure these floats and the writer agreed to the payment of \$25.00 which you stated would make a satisfactory settlement.

We are enclosing herein our cheque for \$300.00, the amount which we have received from you, together with our cheque for \$25.00 on account of expenses previously referred to.

Yours truly,

F. G. Shears,
Director.

FCS/FMH

encl.

7547/7834

10th December, 1945.

Messrs. Francis Millard & Co., Ltd.,
P.O. Box 189,
Vancouver, B.C.

Dear Sirs:

Parcel "A" - Log Float approximately 40' x 16'
Parcel "B" - Log Float approximately 45' x 20'

We have your letter dated December 8th delivered at our office the morning of that day in which you submit a tender for Parcel "B" float in the sum of \$150.- and enclose your cheque for \$15.-

This is to advise you that upon consideration after the close of tenders at noon on December 8th, we are prepared to recommend your offer for acceptance.

Will you please send the balance of the purchase price, namely \$135.- and the name of the purchaser and we will then proceed to prepare a Bill of Sale submitting same to our Advisory Committee.

Yours truly,

F. G. Shears,
Director.

FGS/PBH

7567/7834

REGISTERED

10th December, 1945.

J. Sjöblom, Esq.,
R.R. No. 1,
New Westminster, B.C.

Dear Sir:

Re: Parcel "A" - Log Float approximately 40" x 16"
Parcel "B" - Log Float approximately 45" x 20"

Your undated letter received December 5th advising us of your tender of \$115.- for the smaller raft which was considered after the closing of tenders at noon on December 6th.

We are not in a position to give favourable consideration to your tender and return herein your deposit cheque of \$11.50.

Yours truly,

F. G. Shears,
Director.

FGS/PMH

encl.

506 Royal Bank Building,
Vancouver, B.C.

10th December, 1945.

7547/7634

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

Dear Mr. Wright:

Re: Sugawara and Ito Floats.

I am in receipt of your letter of December 7th in which I note that it is the opinion of Dr. Coleman that the course which we have adopted was the proper one to have been taken.

For your information tenders received which were considered after the closing date were as follows:

Parcel "A" - Log Float approximately 40' x 16'
Parcel "B" - Log Float approximately 45' x 20'

Tenders Received

Parcel "A")	Nelson Bros. Fisheries Ltd.	\$200.00
Parcel "B")		
Parcel "A"	J. Sjoblom	\$115.00
Parcel "B"	J. Sjoblom	80.00
Parcel "A"	Francis Millerd & Co., Ltd.	150.00
Parcel "B"	Francis Millerd & Co., Ltd.	150.00

We have advised Nelson Fisheries and Mr. Sjoblom that their offers have been rejected and have written to Francis Millerd & Co., Ltd. as per copies of our letters attached.

I think we will have to wait and see whether Francis Millerd & Co., Ltd. are able to secure peaceable delivery of these floats from Berg and Iverson, otherwise further action may be necessary.

Yours very truly,

FGS/PMH
encl.

F. G. Shears,
Director.

7547/7834

10th December, 1945.

Messrs. Francis Millard & Co., Ltd.,
P.O. Box 189,
Vancouver, B.C.

Dear Sirs:

Parcel "A" - Log Float approximately 40' x 16'
Parcel "B" - Log Float approximately 45' x 20'

We have your letter dated December 8th delivered at our office the morning of that day in which you submit a tender for Parcel "A" float in the sum of \$150. and enclosed your cheque for \$15.-

This is to advise you that upon consideration after the close of tenders at noon on December 8th, we are prepared to recommend your offer for acceptance.

Will you please send the balance of the purchase price, namely \$135.- and the name of the purchaser and we will then proceed to prepare a Bill of Sale submitting same to our Advisory Committee.

Yours truly,

F. G. Shears,
Director.

FGS/PME

December 7, 1945.

Dear Mr. Spears:

We have for acknowledgment your letter of November 24th, together with the enclosures, and this matter has been referred to Dr. Coleman.

He is of the opinion that the course you have adopted is the proper one inasmuch that all parties interested have an equal opportunity to respond to the advertisement.

We would appreciate it if you would kindly keep us informed of any future developments.

Yours very truly,

K. W. Wright
Counsel to the Custodian

KWW/FC.

CABLE ADDRESS: "MILLERD"

TELEPHONES:

MARINE

0488
0489
6554



GREAT
NORTHERN
BRAND

CANNED SALMON
CANNED HERRING
CANNED SARDINES

CANNERIES:

"GREAT NORTHERN"
WEST VANCOUVER, B.C.

"SEAL COVE"

P.O. BOX 937
PRINCE RUPERT, B.C.

"REDONDA"

REDONDA BAY, B.C.

REDUCTION PLANT
FISH MEAL & OIL

ICE & COLD STORAGE
REDONDA BAY, B.C.

FRANCIS MILLERD & Co., LTD.

VANCOUVER, B. C.
CANADA

P. O. BOX 189



December 8, 1945.

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

Dear Sir:

Enclosed please find cheque
for \$15.00.

We would like to tender on
the following float, located at Sunbury, B.C.:

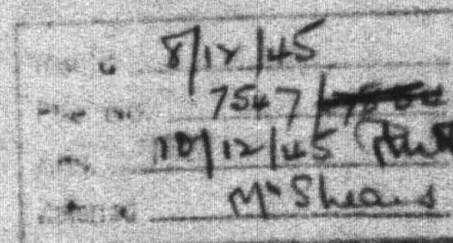
Parcel "A" Float 40x16 \$150.00

Yours very truly,

FRANCIS MILLERD & CO. LTD.

Per.

FWM/C/
Enc.1.



1 To Junior
05482

MARK COSGROVE

Barrister and Solicitor
Notary Public

Rec'd	DEC 1 1945
File No.	7547/7834
Date	11/21/45
By	Mr. Shears

R. R. # I New Westminster, B. C.

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

ATTENTION F. G. SHEARS

Dear sirs:

Your file #7547

Mr. W. J. Iverson and Ralph Berg have handed to
me your letter of the 23rd of November.

I have gone over the matter with them as well as
examining the receipts and correspondence and have advised
my clients that they are the owners of the floats in question
and that any interest that the Custodian may have had in them
was effectively transferred by the receipt in question and the
delivery of possession.

I must disagree with you that the money paid only
amounted to a deposit subject to acceptance or that that is
the ordinary procedure in your office as there are hundreds of
instances where Japanese chattels have been transferred only
on the receipt of your duly authorized agent Trapp Motors Limited.

If your agent did not have the authority to transfer
these goods that is a matter between you and your agent and in
the event of your proceeding in the high handed manner suggested
in your letter I have advised my clients to resist by physical
and legal means. I am sending a copy of this letter to Trapp
Motors Ltd.

Yours truly,

Mark Cosgrove

? Reformat
action →

506 Royal Bank Building,
Vancouver, B.C.

24th November, 1945.

7834/7547

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

Dear Mr. Wright:

Re: Sugawara and Ito Floats.

The decision of the Advisory Committee in regard to the above matter was that the Custodian should return the money we have accepted from the various parties and advertise and call for tenders. This advice has been followed, tenders close December 8th.

However, the cheque which we returned to the Trapp Motors was again sent to us and I enclose copy of Trapp Motors' letter.

For your information I am also sending you copy of a letter which was sent to Berg and also Iverson and I consider that we will have to stand on the grounds I have mentioned.

It may be that these people will again contact Mr. Tom Reid which is the reason I am keeping you posted.

Yours very truly,

F. G. Shears,
Director.

FGS/PNH
encl.

Nelson Bros. Fisheries

LIMITED

PRODUCERS AND DISTRIBUTORS OF
FINEST QUALITY **PARAMOUNT BRAND**
CANNED SALMON, PILCHARDS & HERRING
FISH MEAL & FISH OIL



325 HOWE STREET

VANCOUVER, B.C.

NOV 24 1945
File No. 7847/7834
15/12/45 R.H.
Referred H. Shears.

CABLE ADDRESS
NELBRO
TELEPHONE
PACIFIC 9471

November 23rd, 1945.

The Custodian of Enemy Property,
Royal Bank Building,
VANCOUVER, B.C.

Dear Sir:

Attention Mr. Shears,

Further to our telephone conversation re,
Japanese floats handled by your New Westminster branch office.

We have been asked by our Mr. Oscar Johnson
to submit an offer of \$200.00 for the two floats under discussion.

Should our tender be accepted will you kindly
notify the writer.

Yours very truly,

NELSON BROS. FISHERIES LTD.

A. H. Newcome

A.H. NEWCOMER,
Marine Superintendent.

AHN/JA

7547

23rd November, 1945.

Mr. S. Iversen,
R.R. #1, River Road,
New Westminster, B.C.

Dear Sir:

Re: Ito Float.

On or about the 11th July Trapp Motors Ltd., acting on behalf of the Custodian, made an appraisal of the above float. They accepted from you an amount of \$35.00 and forwarded to us their own cheque covering this amount dated July 12th, 1945.

As far as this office was concerned this constituted an offer which you were willing to make for the purchase of this float.

The policy of the Custodian is to receive offers on any property available for sale and whether sold by public tender or otherwise, the Custodian reserves the right to accept or reject the highest or any offer received.

All offers received are submitted to an Advisory Board for their approval before being finally recommended for acceptance.

The offer which you made was never formally accepted, no Bill of Sale was completed or official receipt given from this office to you specifically accepting the money in completion of a sale.

Due to previous negotiations with this office in regard to this float, other parties claimed an interest in it prior to the time at which you submitted your offer.

We received your offer through Trapp Motors accompanied by their own cheque which we recently returned to them. This has now been sent back to us stating that you refuse to accept a return of your money paid to Trapp Motors Ltd.

In regard to any negotiations between yourself and Trapp Motors Ltd., we are taking an entirely unprejudiced position. Their original cheque dated July 12th, 1945, was never deposited. Trapp Motors state in their recent letter that they accepted your money on our behalf. This is not denied but the acceptance was only in support of an offer to purchase. This is in line with many hundreds of cases we have had in handling of sales of Japanese properties and effects.



TRAPP MOTORS LTD.

AGENTS FOR GOODYEAR TIRES

AUCTIONEERS



PORT OF
NEW WESTMINSTER, B. C.



November 22nd, 1945

REGISTRATION SECTION	
NOV 23 1945	
FILE NO.	2827/834
DATE	23/11/45
Signed by Shears	

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

Dear Sirs:

Attention: F. G. Shears:

Re: Ito & Suguwara Floats:

We enclose herewith our cheque for \$85.00 dated July 4th, returned by you on the 17th instant. We communicated with Berg & Iverson regarding this deal and they have refused to accept the return of their money. Their contention was that this was not a matter of their having made an offer and their offer being refused, but rather that they made an offer for the floats which was accepted by your office and for which payment was made and delivery taken by them.

For your information, we might say that at the time the deal was made, Berg & Iverson together with your representative were in our office, and a telephone call was put through to Vancouver regarding the transaction. We were told to proceed with the sale of the floats, the price of the two being \$85.00. This deal was made in good faith and the money accepted by us and forwarded to you.

There were no reservations made at the time the deal was completed, and as the \$85.00 was accepted on your behalf, we are returning our cheque to you as mentioned above.

Yours very truly,

TRAPP MOTORS LIMITED
Auctioneers & Appraisers:

C. H. Shears
Secretary

CFDP/H

SALES - SERVICE - SATISFACTION

All that the term implies.

MEMORANDUM

Files 7547,
7548
7834

November 16th, 1945.

TO: Mr. Shears

FROM: Mr. Iverson

RE: Fumio ITO
Seiichiro OKAWA
Wataru SUGAWARA

File 7547 - Fumio ITO

Does not declare a float, but says net rack in front of house. Net racks are usually on floats so it is fairly certain that the smaller float in question belongs to ITO. The sketch herein shows two (3) a net float rented to Gropp. Size approximately 40 x 16.

File 7548 - Seiichiro OKAWA

Declares 2 net racks which could be on 1 float (h). This was sold to Canadian Fishing Co. Float "E" on sketch was a small one and I think was used by Gropp.

File 7834 - Wataru SUGAWARA

Declares a 20 x 50 float which I believe is the large float in question - approximate size 45 x 20. File 7547 shows boom sticks and float walk sold to Gropp. I think these were the property of SUGAWARA, (according to sketch).

These two floats are located on the foreshore at Sanbury.

WJI:LEM

P.S. \$65.00 paid in cash by Gropp is in Suspense Account and will have to be requisitioned for. \$65.00 paid by Berg and Iverson to Trappe Ltd. was received by Trappe and is being held by Mr. Reid.

MEMORANDUM

File Nos. 7634
7547

October 12th, 1945.

TO: Mr. P. G. Shears

FROM: Mr. W. J. Iverson

RE: Watari SUGAWARA & Fumio ITO
Floats

The large float, formerly owned by Watari SUGAWARA, File No. 7634, is now lying moored behind the property of Julian Berg at 1197 River Road, S. S. #1, New Westminster. The smaller float is lying behind the property of Peter Johnston, River Road, S. S. #1, New Westminster.

The large float is the one that Mr. Cropp sold to Mr. T. Sjoblom for \$75.00 and it was moored near Silva's Store on the River Road. When Trapp Motors accepted the sum of \$50.00 for the same float Ralph Berg removed it from its moorings. After being moved from place to place, it is now moored as stated in paragraph one. The smaller float remains where it has always been moored, and it is the one that John Iverson presumably bought through Trapp Motors for \$35.00.

In conversation with Mr. Sjoblom and Mr. Cropp yesterday, I find their position is as follows:

Mr. Sjoblom definitely refuses to step out of the picture, but is willing to take his chances of bidding for the large float. He feels that he is an injured party.

Mr. Cropp is willing to accept the money he paid, namely \$85.00, back again, from which he will refund the \$75.00 Mr. Sjoblom paid him for the large float. Mr. Sjoblom wishes to put in a tender for the same float, but it is suggested that action be taken as soon as possible in view of the fact that the float has been moved from place to place and the possibility of a further removal.

As to the smaller float, I think this should be advertised as well to give Mr. Cropp an opportunity of bidding.

WJ:LM

MEMORANDUM

File Nos. 7547
7534
7548

August 6th, 1945.

TO: Mr. Wright
FROM: Mr. Anderson

RE: Junio ITO
Wataru SUGAWARA
Seishiro OHKAWA

Further to Mr. Anderson's memo of July 12th, 1945 and Mr. Iversen's memo of July 14th, 1945, regarding floats belonging to subject Japanese, Mr. Iversen and myself attempted to contact Messrs. Berg and Iversen on August 2nd, but were unsuccessful as they were both off fishing. We did however, inform Mrs. Iversen that we would be down on Saturday morning, August the 4th, and she stated that Mr. Iversen and Mr. Berg would be at home at that time.

On Saturday morning we again went to Sunbury and met Mr. Gropp by appointment. Mr. Gropp is the man who had assumed ownership and had previously sold a float to a Mr. Sejblum. In company with Mr. Gropp we visited this man who apparently definitely needed the float, and while he would not relinquish his rights outright, he agreed that in view of the circumstances, he would accept a refund of the money from Mr. Gropp on the understanding that the floats would be advertised for sale by tender, so that he might have his opportunity of tendering.

We then attempted to contact Mr. Iversen but were informed by his wife that he had left for Vancouver with Mr. Berg. We advised her that in view of the circumstances that the War Relocation Authority had refused to recommend acceptance of Mr. Iversen's offer to purchase the ITO float and that his money would be refunded, and that the float would be advertised for sale by tender. She was advised that the tendering date would be open for two weeks to make sure that her husband had an opportunity of tendering. She was directly asked if she understood and also asked to advise her husband of this decision, and she answered in the affirmative.

We then went to the home of Mr. Berg and his wife advised us that he had gone to Vancouver with Mr. Iversen. She was advised along the lines as above and then asked directly if she understood and if she would advise her husband, answered also in the affirmative.

Mr. Berg had received the float from Mr. Sejblum's mooring and had towed it up river, landing in a slough where it was not usable by either himself or anyone else. It could only be floated off at 13 foot tide at least. As there will not be a tide of this height before the 20th of this month, I told Mr. Sejblum that he would receive from this office, authorization to

C
O
P
Y

R. R. No. 1 ,
New Westminster, B.C.
July 22nd, 1945.

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

Dear Sir:

Mr. Sjoblom was in to see you last winter at the time the Japanese rafts and float houses were for sale. He made a bid on Mr. Oikawa's raft and he also tried to make a bid on the rafts from Annacis Island but Mr. Green told him that the Custodian never had anything to do with it and that he was supposed to see Mr. Gropp about it.

Mr. Sjoblom bought the raft from Mr. Gropp and then the Custodian turned around and sold it to another party. This other party without saying a word to Mr. Sjoblom took the raft away at nite. Mr. Sjoblom would like the raft back at the same place on the morning of Tuesday, July 24th, 1945.

"T. Sjoblom"

"Mildred Sjoblom"

COPY FOR FILE NO. 7547, Fujino ITO

Files 7547, 7634 and 7548

MINUTES OF BOARD MEETING - JULY 17th, 1945

Re: Fumio ITO and Watari SUGAWARA

The Board was informed that two floats formerly located on the foreshore of property belonging to Neil Nelson and owned by Fumio Ito and Watari Sugawara were now the subject of dispute.

A Memorandum from Mr. Iverson to Mr. Wright, dated July 14th, 1945, together with a Memorandum to the file made by Mr. R.M. Anderson under date of July 12th, 1945 were read.

Mr. R.M. Anderson attended the meeting and advised the Board that a solution might be found inasmuch that Mr. W.E. Anderson was endeavouring to locate a float belonging to another Japanese which had not already been disposed of. The Board agreed that if the float was found an independent appraisal should be obtained and if the report indicated the value was in line with the sums received, arrangements could be made for delivery of the newly found float to Gropp and that Iverson and Berg could retain the one which Messrs. R.M. Anderson and Trapp had sold.

Mr. Shears advised that he would bring down a further report to the next regular meeting of the Board.

MEMORANDUM

ENEMY SECTION

Rec'd JUL 14 1945

File No.

Ans'd

Refer'd

File Nos. 7547
7834
7548

July 14th, 1945.

TO: Mr. Wright

FROM: Mr. Iverson

RE: Fumio ITO
Wataru SUGAWARA
Seiichiro OIKAWA

Trapp Motors received from Messrs. Berg & Iverson, fishermen of Sunbury, the sum of \$85.00 on July 10th, 1945. They gave a receipt for the amount which was in payment of two log floats formerly located on the foreshore of property belonging to Nels Nelson, Annacis Island. These floats had belonged to the Japanese, Fumio ITO and Wataru SUGAWARA and were removed to Sunbury where they are now located. Berg and Iverson claim they made the purchase in good faith but it has been pointed out to them that sales of Japanese chattels are subject to the approval of the Custodian.

At the time of the foregoing deal one float was located at Iverson's place, the other had been removed from Mr. Sojblum's place by Messrs Berg & Iverson.

Sometime after the money was paid on July 10th, Mr. D.M. Gropp of Annacis Island, saw Mr. R. M. Anderson and complained that he had some rights to the floats, citing a letter he had received from Nels Nelson in 1943 in which he was given the right to collect rents for float houses and floats on Nelson's property. Our file, No. 7547, Fumio ITO, contains a similar letter (or copy) in which Nelson states that Gropp may dispose of the float houses as he sees fit. Nelson claimed the Japanese floats and float houses would revert to him as there was no agreement to recompense them after they left the place. Nelson I believe, assigned his interest to Mr. Gropp.

Accompanied by Mr. R. M. Anderson I saw Mr. Gropp at Sunbury on Thursday morning, July 12th, and after discussing the matter with him it was suggested that he decide whether he wished to claim ownership of the floats or wished to purchase them, that is in view of his letter from Nelson. It would seem however, that an agreement on file 7547, dated July 6/43, indicates that the ITO float walk was sold, together with some boom sticks, to Mr. Gropp for the sum of \$42.50, the consideration being rental owing on the float house as at July 10/43. At this point Messrs Berg

and Iverson came along and stated that Gropp had already sold one of the floats for \$75.00 to Mr. Sojblum (this is the man from whose place Berg & Iverson had taken the same float). After some verbal handinags between the two parties Berg & Iverson passed out of the argument and I asked Gropp whether he had sold the float and he admitted he had done so about a month and a half ago.

I phoned Mr. W. Anderson about the matter and it was decided we should accept Mr. Gropp's offer to buy as it seemed apparent that he had a prior right in the matter. This I did and received the sum of \$85.00 from him. It was pointed out to him however that this sale would have to be confirmed by the Custodian's office.

We then saw Berg & Iverson again and offered to return their money as we believed Mr. Gropp had the first right to the purchase, he being the tenant on the property at the time the floats were on Annacis Island. Mr. Gropp states, by the way, that the floats were on the Dyke Road when the Japanese left. He admits that he sold the log base on which the float house was built. We are referring here to the float house formerly occupied by Watari SUGAWARA. The house itself was burned down.

Incidentally Messrs. Berg & Iverson refused to accept their money back and we therefore advised both parties to let the matter stand for a day until we could get instructions from the office.

Mr. Anderson and myself again saw Mr. Gropp on Friday morning, July 13th, and told him that the whole matter in dispute would be deferred until after Tuesday of next week. Mr. Gropp was very co-operative and ferried us across to Annacis Island, where he is occupying the Nelson land.

We saw the place where all the floats had been located and there is a series of old piles enclosing this area. Apparently the floats had been securely moored to them with walks from the land.

The OIKAWA float house had been practically wrecked by trespassers and the contents destroyed or stolen. Mr. Gropp had towed it down to his own landing where it now lies.

Coming back from Sunbury we saw Mr. Iverson, who called out that a friend of his by name of Erick Jelt would pay \$150.00 for this house (Iverson wanted this put on record). There are no floats left at the mooring location, but I believe the SUGAWARA float is still rented to the Canadian Fishing Company.

On checking over the sketch plan on these three files, this appears to me to be the position.

Float shack (a) - as shown on the photographs, file 7834, is high and dry.

House float (b) - Also is shown on the photographs, File 7834, as high and dry.

MEMORANDUM

July 12, 1945.

To The File

Relative to the floats sold to Messrs. R. Berg and W. Iverson formerly belonging to F. Ito and S. Oikawa of Annacais Island, Delta, B. C.

On July 10th, 1945, I was approached by Mr. Berg and Mr. Iverson wanting to purchase the above mentioned floats. It was apparent that these two men conceived foul play on the part of a Mr. Gropp, who leases the Nels Nelson farm on Annacais Island, on which subject Japanese Ito and Oikawa reside and in whose possession the floats were formerly.

I hesitated in making any transaction for I felt that although the two floats had been moored on the mainland for two years and out of Mr. Gropp's safekeeping, he might still retain a prior option in the event of sale.

As pointed out to me, Mr. Gropp had already sold one float, which to the best of my knowledge he had no right to do, and intended to sell the other and remove it from where it had been moored for two years and been made very good use of and greatly appreciated by a Mr. Peter Johnson, a cripple, who needs the float. Mr. Iverson is merely protecting Mr. Johnson while he is up the coast fishing.

With these facts foremost in mind:

- (A) Mr. Gropp was unlawfully selling Japanese Floats.
- (B) The floats had been out of his possession for two years, in which case he would relinquish his right to same.
- (C) The intention was to remove one from the shore of Mr. Johnson's where it had been in very good hands, during his absence (leaving latter destitute)

I telephoned Mr. W. J. Iverson so as a search of the file could be made. Not being able to locate W. J. I contacted W. E. Anderson, to whom I outlined the apparent position of the floats, as described to me by Iverson & Berg. On checking the file W. E. agreed that Mr. Gropp was not in a position to sell the floats and to put a stop to any further dealings by the latter, we agreed to sell to Mr. Iverson on behalf of Peter Johnson and Mr. Berg.

Mr. Trapp, Berg & Iverson and myself agreed on thirty-five and fifty dollars, respectively as being fair value.

On the following day, July 11th, 1945, while waiting for W. J. in New Westminster, I met Mr. Gropp, who strongly rejected the transaction of yesterday and demanded to know by what right were the Custodian Office selling these floats which he alleged were property of himself, and to prove the point, there was a letter from Mr. Nelson giving Mr. Gropp authority to do with as he saw fit to any building or erection on Annacais Island.

After reading the letter of authority to Mr. Gropp, I pointed out that floats were excluded from his jurisdiction, and although I think Mr.

P.T.O.

MEMORANDUM

File No.: 7547

February 29th, 1944

To: FILE

From: Mr. Green

Re: Fumio ITO

Reference to file 7548 shows that Mr. Wright in answer to my memorandum of January 28th, considers that the Japanese have no longer any equity in their floats and float-houses on this property. Mr. Wright states the following.

"The only reply you have is from Seiichiro Dikawa and we agree that you may assume no Agreement existed. These places were evidently built on terms that the Japanese would have the right to occupy so long as periodical payments were made. In the absence of an Agreement, when the Japanese left the house it would be the property of the owner of the land. The Japanese has no interest as there was no obligation or intention to convey any interest in any part of the land. No doubt the intention was that the house should remain part of the land and at some time revert to the owner. These could not be regarded as leases as they are for indefinite terms and not made definite at the inception and the facts therefore exclude a possessory interest in the land such as estate or leasehold interest. The Japanese had a bare license, that is a license to occupy the land subject to two limitations:

"(1) periodic payments

(2) cessor of license when the Japanese left,

and as they have left, the license is terminated. This could not be regarded as a perpetual license nor could it be regarded as irrevocable."

One of these floats was rented to the B. C. Packers for the year 1943 for \$10.00. Reference to letter of May 20th shows that this deal was never consummated, but I believe the B. C. Packers had some use of the float and the matter need

Files 7547, 7548 & 7834

MEMORANDUM

February 23rd, 1944.

TO: MR. H. F. GREEN

Re: Fumio ITO, Seichiro OIKAWA and
Wataru SUGAWARA.

FROM: MR. K. W. WRIGHT

We received your memo of January 28th on the 18th instant, and note the following paragraph in a letter received from the Corporation of Delta under date of May 14th, 1942, on File 7548, as follows:

"The above Japanese is not the owner of any property in the Municipality of Delta, and is probably a squatter on the Island shore, which shore if above medium high water mark will be included in the titles of the farm land upon which the scow house is situated."

The only reply you have is from Seichiro Oikawa and we agree that you may assume no Agreement existed. These places were evidently built on terms that the Japanese would have the right to occupy so long as periodical payments were made. In the absence of an Agreement, when the Japanese left the house it would be the property of the owner of the land. The Japanese has no interest as there was no obligation or intention to convey any interest in any part of the land. No doubt the intention was that the house should remain part of the land and at some time revert to the owner. These could not be regarded as leases as they are for indefinite terms and not made definite at the inception and the facts therefore exclude a possessory interest in the land such as estate or leasehold interest. The Japanese had a bare license, that is a license to occupy the land subject to two limitations:

(1) periodic payments

(2) cesser of license when the Japanese left

and as they have left, the license is terminated. This could not be regarded as a perpetual license nor could it be regarded as irrevocable.

We return herewith Files 7547, 7548 and 7834.

KWW/W
Attache.

K. W. WRIGHT

MEMORANDUM

File No.: 7548
7547
7534

January 28th, 1944

To: Mr. Wright

From: Mr. Green

Re: OIKAWA, Seichiro
ITO, Fumio
SUGAWARA, Wataru

Would you kindly refer to my memorandum of October 15th which gave the current position in regard to these Japanese-owned float houses, and your reply of October 26th. At your request, I wrote to all the Japanese on November 5th asking them for any written agreements that they might have with the owners of the land. I have only had a reply from one, Seichiro Oikawa, and as expected, he advises there was no written agreement. As he writes in the first person plural, and as all three Japanese are resident at Enelo, I think we may assume that no agreement existed.

Would you let me know if the Japanese still have any equity in the houses moored to Annacis Island?

WFG:IF

P.S. Since writing the above, I have come across file 7721, Gense Goto, who also declared a house at Annacis Island on Mr. Nelson's land. Mr. Nelson is the owner of the land in the cases under review. Here again, in the absence of any written agreement (which I will confirm with the owner) would you let me know what equity, if any, the Japanese has in his house?

7547

November 5th.1943.

Mr. Fumio ITO,
Registration No. 05482,
Kaslo, B.C.

Dear Sir:

We are writing to you in connection with your float-house and premises moored at Annacis Island. We recently tried to rent these to local Fishing Companies and would have been successful in doing so but the tenant of the land off which they are moored refused to allow them to be removed.

We understand that some of the Japanese rented on a yearly basis from Mr. Nelson, the owner of the land, and in fact Mr. Watari SUGAWARA and yourself so declared. In the absence of any written agreement, however, it will be very difficult for us to claim that you still have any equity in this place.

Will you, therefore, kindly be sure to write promptly to us and state if there was any written agreement and if there was, to send us a copy of it.

Yours truly,

H. F. Green,
Protection Department.

HFG:HMB

7547

May 20th, 1943

Mr. K. H. Fraser, Manager,
The Imperial Cannery,
Steveston, B. C.

Dear Sir:-

Re: FLOAT--Fumio ITO--Annacis Island

With reference to the float of the above man rented to you for \$10.00 as per correspondence in April and May, we regret to inform you that the owner of the ground to which this float is attached is claiming that it has now reverted to him for lack of rental payment. While we hope to come to some satisfactory arrangement, he refuses to allow it to be removed from this site at least for the time being and we therefore do not feel that we can authorize you to do so. We hope to let you know further about this in the very near future.

Yours truly,

H. F. Green
Protection Department

HFG:IF

Rec'd	OCT 25 1943
File No.	
Ans.	
Initial	

MEMORANDUM

File No. 7547

Oct. 16th, 1943

To: Mr. Wright

From: Mr. Green

Re: ITO, Puzio
 OIKAWA, Seishiro
 SUGAWARA, Wataru

Another of these difficult float-house cases on which I should be grateful for your advice.

When our fieldmen made arrangements to remove some of these float-houses from Amami Island and rent them to fishing companies, the tenant for the land to which they were moved objected strenuously and claimed that we had no right to do so. We have since been able to get in touch with the owner of the land who told us, as we then understood him, that the rental of the float-house sites were assigned by him to Mr. Cropp, the tenant. We therefore wrote on September 21st to a Mr. MacKenzie who we understood to represent Mr. Cropp, asking for particulars of the latter's claim in order that we could get this confirmed by the Japanese, make arrangements to settle it, and then dispose of the float-houses.

I have now heard from Mr. MacKenzie (his letter of September 24th on file 7547) from which you will see (enclosure of September 13th) that Mr. Nelson, the owner, has given the tenant full authority to deal with the matter as he sees fit. Mr. MacKenzie's contention now is that neither we nor anyone else have the right to remove these premises from Mr. Nelson's land without his permission.

Against this I contend -- mine of October 4th -- that as long as rental was paid to date, we were free to remove the houses. Mr. MacKenzie has now asked for a written agreement to this effect and I shall now write to the Japanese about this. I am, of course, sure that there is none.

You will remember that in the case of Rokumatsu Ihari, file 11817 attached herewith, it was agreed that the

7547
7548
7834

September 21st, 1943

Mr. Eddie McKenzie,
The Hart Block,
New Westminster, B. C.

Dear Sir:-

Re: ITO, Fumio
OIKAWA, Seichiro
SUGAWARA, Tatari

We have for a long time been trying to get cleared up the question of some Japanese float houses on Annacis Island. The property off which they are moored, belongs to Mr. Nelson and is rented to Mr. Gropp.

Mr. Nelson called on the writer the other day and told him that the rents of the float house sites had been assigned to Mr. Gropp. He said that his only interest in the matter was that the Japanese should not establish claims to the sites.

We understand that Mr. Gropp has a claim for rental of these sites and we have asked him to give us this as promptly as possible. He has referred us to you.

We are anxious to settle this matter and remove the float houses for sale before they deteriorate any further. Would you kindly promptly advise us what claim your tenant has (i.e. how much and for what period) for each of the above Japanese? We will then get their confirmation, try to arrange the settlement of the claim, and dispose of the float houses.

Yours truly,

H. F. Green
Protection Department

HFG:IF

7547
7548
7834

June 15th, 1943

Mr. Elmore Meredith,
789 West Pender St.,
Vancouver, B. C.

Dear Sir:-

Re: ITO, Fumio
OIKAWA, Seichiro
SUGAWARA, Tataru

Further to ours of May 12th on the above three Japanese, we feel we cannot wait any longer for the return of your client who, we understand, is still in California. It seems to us quite definite that there is a Japanese equity in these houses and as we can secure a rent for them if they are towed away in the near future, and as they are required for the coming fishing season, we propose, unless we hear from you to the contrary, to make the necessary arrangements. Please file any claim you may have for rent promptly with this office.

Yours truly,

H. F. Green
Protection Department

hms 26/6

HFG:IF

7547
7548
7834

May 12th, 1943

Mr. Elmore Meredith,
789 West Pender St.,
Vancouver, B. C.

Dear Sir:-

Re: ITO, Fumio
OIKAWA, Seichiro
SUGAWARA, Watari

Confirming our conversation the other day, we should be glad if you would advise us as promptly as possible of any claim from your client Mr. Nelson for ground rent due from Japanese for float houses and floats moored to or situate on his premises at Annacis Island. Our records indicate the following.

(1) Fumio ITO: He declared to us that he paid \$15.00 rent per year to Mr. Nelson and that this was paid up to December 1941.

(2) Seichiro OIKAWA: He made no reference to any rent paid or payable to your client or anyone else.

(3) Watari SUGAWARA: He declared to us that his ground rent was \$15.00 per year paid to Mr. Nelson up to the end of 1941.

We are desirous of renting all these floats and if we can do so, the proceeds should be sufficient to cover your client's claim at least in part. If the float houses are rented, they will, in most cases, be removed so that further claims for rent will not, at least for the time being, be accrued.

The Japanese equity in these houses vests in the Custodian and the decision as to their disposition rests finally with this office but we shall, of course, take all reasonable steps to protect your client's claim.

Yours truly,

H. F. Green
Protection Department

HFG:IF

File No. 2247
Page
124

Sept. 18th, 1943

To: Messrs. Carlson & Anderson

From: Mr. E. F. Cross

Box 170, Pania
Sakai, Saitama
Mitsubishi, Japan

I wrote as follows to Mr. Cross, c/o Hilda Stone
on September 11th.

"Due to the absence of the writer, we have not
been able to deal more promptly with this matter but should
now like to bring it to a close as soon as possible.

"Mr. Fieldman, Messrs. Carlson and Anderson, re-
spectively sold to you some beam sticks and an old float wall for
\$10.00 plus rental of one float belonging to Pania for the
\$10.00 being \$20.00 in all. "To be deducted from rent now due
to Mr. Cross for rental of Japanese float houses."

"We are not at all clear just what is your claim
in this connection as our records show that these float
houses are tied up to land belonging to a Mr. Nelson.

"Will you please promptly let us have particulars
of any claim that you have against these float houses for rent
of their site, giving the amount per year and the date on to
which payment has been received. We shall, of course, need
proof of your claim.

"We are attempting to dispose of these float
houses by sale and wish to get this matter cleared up as soon
as possible. If we do not hear from you promptly, we shall
assume that you have no claim and shall go ahead with the sale."

I have had no answer but Mr. Nelson came in the
other day and told me that Cross was quite free to collect
any rentals owing for Japanese float houses. However, he would
prefer to see these moved far away that the Japanese should

MEMORANDUM

File Nos.: 7547
7834
7548

Sept. 11th, 1943

To: FILES

From: Mr. Green

Re: ITO, Fumio
SUGAWARA, Watari
OKAWA, Seichiro

Mr. Nelson called on this office yesterday and said that his tenant, Mr. Gropp, was at liberty to collect any rentals owing for Japanese float houses moored off Annacis Island. If no answer is received in the near future to our letter of September 4th to Mr. Gropp, it will be necessary to have our fieldmen call on him.

The only point that Mr. Nelson wished to make was that he would prefer to see the float houses removed as he did not wish the Japanese to have any claims to their sites. He was assured that as far as this office knew, they had no claim and that we, on our part, were anxious to dispose of the Japanese equity in the buildings as soon as possible.

HFG:IF

783A
75A7
75A8

Sept. 4th, 1943

Mr. D. H. Gropp,
c/o Silda Store,
Sunbury, S. C.

Dear Sir:-

Re: SUGAWARA, Wataru
ITO, Fumio
OIKAWA, Seichiro

Due to the absence of the writer, we have not been able to deal more promptly with this matter but should now like to bring it to a close as soon as possible.

Our fieldmen, Messrs. Carlsen and Anderson, recently sold to you some boom sticks and an old float walk for \$42.50 plus rental of one float belonging to Fumio Ito for \$10.00 being \$52.50 in all, "to be deducted from rent now owing to Mr. Gropp for rental of Japanese float houses."

We are not at all clear just what is your claim in this connection as our records show that these float houses are tied up to land belonging to a Mr. Nelson.

Will you please promptly let us have particulars of any claim that you have against these float houses for rent of their site, giving the amount per year and the date up to which payment has been received. We shall, of course, need proof of your claim.

We are proposing to dispose of these float houses by sale and wish to get this matter cleared up as soon as possible. If we do not hear from you promptly, we shall assume that you have no claim and shall go ahead with the sale.

Yours truly,

H. F. Green
Protection Department

BFG:IF

Plan for FILING

ANNACIS ISLAND

HIGH WATER MARK

WATER SUGARWATER FINE 7834

53' SEICURED OKAWA 36750

FUMIO 170 34,7547

A FRONT SINK 15 x 10

B HOUSE FLOAT 30 x 40

C FRONT SINK 15 x 10

D BARRA HOUSE 10 x 14

E OPEN FLOAT 8 x 16

F FRONT HOUSE 16 x 40
(? Modifiable)

G FLOAT with SINK 12 x 18

H NET FLOAT

I FRONT HOUSE 20 x 40

J NET FLOAT

FRASER

FRASER RIVER

3 1/2' with wing

12' from sticks in the 15-10

I' RATES & TONK
J RATES & TONK

A. RATES & TONK (RATES & TONK)
B. RATES & TONK (RATES & TONK)
C. RATES & TONK (RATES & TONK)
D. RATES & TONK (RATES & TONK)
E. RATES & TONK (RATES & TONK)
F. RATES & TONK (RATES & TONK)
G. RATES & TONK (RATES & TONK)
H. RATES & TONK (RATES & TONK)

7547

October 14th, 1942

Mr. Fumio Ito,
Registration No. 05482,
Rosebery, B. C.

Dear Sir:-

Thank you for your letter of October 7th telling us about your effects left behind. It will be some time before we can pay another visit to Annacis Island, but we will then take a complete inventory and advise you what is missing.

Your letter under reply crossed ours of October 8th which should now, of course, be ignored.

Yours truly,

H. F. Green
Protection Department

HFG:IF

*This will have to wait for time being
- added into other Annacis Island postcard*

7547

October 8th, 1942

Mr. Fujio Ito,
Registration No. 05482,
Griffin Lake, B. C.

Dear Sir:-

We wrote to you on August 22nd and September 16th telling you that our agents found in your house at Annacis Island, a heater, a few chairs, table, cooking utensils, portable gramophone, and approximately 200 pounds of rice. We suggested shipping the rice to you at your expense.

We fear that by now the rice will have deteriorated and be worthless and as you have not answered our letters, we shall assume that their contents were satisfactory and that there is nothing further we need do to care for your property in the restricted area.

Yours truly,

H. F. Green
Protection Department

HFG:IF

7547

September 16th, 1942

Mr. Fujio Ito,
Registration No. 05482,
Griffin Lake, B. C.

Dear Sir:-

Please refer to our letter of August 22nd telling you of effects found at Annacis Island and asking what we should do about these. Please be sure to let us have an answer as without your co-operation we cannot adequately care for any effects you have left behind. If you consider these of no value, kindly so advise us in order than we may strike them off our record.

Yours truly,

H. F. Green
Protection Department

HFG:IF

7547

August 22nd, 1942

Mr. Fujio Ito, Reg. #05482,
Griffin Lake, B. C.

Dear Sir:-

With reference to the movable house and effects declared to the Custodian on the 4th of May as being situated at Annacis Island, our agents advise that they found there a heater, a few chairs, table, and cooking utensils. There was also a portable gramophone and approximately 200 pounds of rice.

This does not cover everything declared to us in your registration form of May 4th, but you may have removed some things before evacuation. Would you let us know if the above is satisfactory to you or if we should take any further steps to protect your property? We could ship the rice to you but the freight charge would be for your account and it would probably be rather expensive as a boat would have to be hired to bring it in from Annacis Island. Please be sure to let us have an answer.

Yours truly,

H. F. Green
Manager Protection Dept.

HFG:IF

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Ito Fumio

File No. 7547

Haslo, B.C.

Reg. No. *05482*

Company Monarch Life

Agency Vancouver

Policy No. 93400

Premium - \$ 80.80

Payable: Annually, Semi-annually or monthly

Month March Day 13

REMARKS:

Letter sent 8/19/43

NOV 25 1947

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

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

7547

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

(1) NAME Ito Fumio (RCMP) Reg. No. 05482
(Print) Surname Given Name

(2) Pre-Evacuation Address Annacis Island, (Municipality of Delta)
New Westminster, B.C.

(3) Present Address Midway, B.C.

(4) REAL ESTATE

(a) Street Address (if any) nil City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)

(c) Type of Real Property (cross out words which do not apply):

- (i) Farm
(ii) Residence
(iii) Business
(iv) Any other type of property (describe)

Type of business nil

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) sole-owner for personal property.

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land \$

(ii) Buildings \$

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) \$

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) \$

(v) Amount at which Custodian sold property and credited your account \$

(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

Annacis Island, New Westminster, B.C.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)

Floating House on log-float.

(c) How stored or packed at time of evacuation

I kept all books in cases and furnitures and kitchen utensils left loose in house which was locked tightly.

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

All personal property was reported to the Custodian and left it in Custodian's care. No one was appointed for it's care.

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

1. <u>Attached No. 1 statement</u>	Estimated Value \$ <u>600.45</u>
2. <u>Attached No. 2 statement</u>	Estimated Value \$ <u>1570.00</u>
3. <u>Amount at which Custodian credited.</u>	Estimated Value \$ <u>35.00</u>
4. <u>Cash received by No 2 statement</u>	Estimated Value \$ <u>1065.00</u>
5. <u>Net Property loss for No.1 statement</u>	Estimated Value \$ <u>565.45</u>
6. <u>Net Property loss for No.2 Statement</u>	Estimated Value \$ <u>505.00</u>
7. _____	Estimated Value \$ _____
8. _____	Estimated Value \$ _____
9. _____	Estimated Value \$ _____
10. _____	Estimated Value \$ _____

TOTAL CLAIM FOR PROPERTY LOSS \$

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)) - (No. 1 statement & No 2 Statement) - - - - \$ 1070.45

- (6) (a) Place at which claimant prefers to be heard.
(Vancouver, Kamloops, Nelson, Lethbridge,
Moose Jaw, Winnipeg, Toronto or Montreal.)

- (b) Do you require the services of an interpreter
at the hearing? Yes or no yes.

Nelson, B.C. rather preferred Green Wood, B.C.

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 _____
British Columbia,
TO WIT:

I, Fumio Ito
of _____

of the Town of Midway
in the Province of British Columbia

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 Greenwood
in the Province of B.C.

this 19th day of November
A.D. 1947. La Dade

F. Ito.
A Commissioner &c.

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

Notary Public in & for the Province of
British Columbia, Canada.

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(HIS HONOUR, JUDGE ERIC P. DAWSON, SUB-COMMISSIONER)

10

Grand Forks, B.C.

May 27, 1948

IN THE MATTER OF THE CLAIM OF
KIMIO ITO

PROCEEDINGS AT HEARING

20 APPEARANCES:

HAROLD W. McINNES, Esq.,

appearing for the
Dominion Government

A.E. COHEN, Esq.,

appearing for the
Claimant.

L.A. DODD, Esq.,

Secretary to Grand
Forks Sub-Commission

MRS. I.C. SMITH,

Official Interpreter

G. HAMBLETON, Esq.,

Official Reporter.

30

MR. COBUS: The claim of Ito, Fumio, No. 17 on the
Secretary's list, which becomes case No. 282.

FUMIO ITO, the Claimant herein, being first
duly sworn, testified through the
official interpreter as follows:

10 MR. COBUS: I would ask leave, your honour, to amend
the claim. We have eliminated, your honour,
the typed details of personal property which is
the subject matter of the claim, and have deleted
the lists attached to the claim. The details
become part of the statement which will be
filed as an exhibit.

THE COMMISSIONER: The whole of this attached sheet,
then, goes out, does it?

MR. COBUS: Yes, your honour.

MR. McINNES: You are substituting this schedule for
it?

20 MR. COBUS: That is correct. So that on the claim
we wish to show merely a total claim in the
amount of \$542.90, with a credit to the Custodian
of \$55.00.

THE COMMISSIONER: This is all a personal property
claim, is it, Mr. Cobus?

MR. COBUS: It is all personalty, exactly, your
honour. It is not all chattels, in the sense of
personal chattels, but it is all personalty.

THE COMMISSIONER: Well, now, we delete the whole of
(b) (c). You are making a blanket claim.

30 MR. COBUS: A blanket claim of \$542.90 and a credit

F. Ito
In Chief

of \$35.00, leaving a net claim of \$507.90.

THE COMMISSIONER: You are crediting the Custodian with \$35.00, are you?

MR. COBUS: Yes, your honour.

THE COMMISSIONER: That is \$542.90 less \$35.00.

MR. COBUS: That is correct, your honour, and the net claim is \$507.90.

THE COMMISSIONER: I see.

10 DIRECT EXAMINATION BY MR. COBUS:

Q: Now, witness, I produce to you a statement concerning the personal property for which you are submitting a claim. Did you instruct Mr. Leckie to prepare that statement for you and is that your signature? A: Yes.

Q: And are the statements contained therein true to the best of your knowledge and recollection?

A: Yes.

Q: Now, I notice in your statement you refer to an attached list, or attached lists "A" and "B". I produce to you two lists, one headed "List of buildings and chattels," the other headed "Personal chattels," and at the bottom of the list of buildings and chattels is printed in ink the words, "Property situated at south-west end of Annacis Island." Were those lists prepared by you or for you? A: Yes.

Q: And the information contained on the lists is true to the best of your knowledge and recollection? A: Yes.

MR. COBUS: I would ask to file the statement, your honour, with the two lists.

THE COMMISSIONER: They are filed together, then, are they?

MR. COBUS: As one exhibit, yes, your honour.

(STATEMENT AND LISTS MARKED EXHIBIT NO. 1)

MR. COBUS: Before proceeding with the statement and the lists, your honour, the witness has prepared a diagram which I would ask leave to use merely for the purpose of aiding the Commissioner, perhaps, to understand the location of the various things that are being claimed. It is not a proper surveyor's diagram.

THE COMMISSIONER: Just a sketch plan.

MR. COBUS: Q: From whom did you rent a part of Annacis Island? A: From a person named Nelson. I think he is connected with the Nelson Laundry.

Q: You rented it from a Mr. Nelson? A: Yes.

20 Q: Now, how much of the land that is shown -- perhaps, your honour, I had better ask the witness if he drew this diagram. Witness, is that drawing your concept of the shoreline of Annacis Island with certain rectangles indicated and named as being a main house, a net rack, a float and a bath house? Was that drawn by you?

A: Yes, it is quite true.

THE COMMISSIONER: When was that drawn -- at the time, or from memory?

30 MR. COBUS: Q: Was this drawn from memory, witness?

A: Yes, it is from my memory, but I lived there so I know it well.

THE COMMISSIONER: You had better file that as an exhibit if you are going to be referring to it.

MR. COBUS: Very well, your honour. I ask leave to file that diagram.

MR. McINNES: That will be Exhibit 1, will it?

THE COMMISSIONER: This will be Exhibit 2.

MR. McINNES: I am sorry, I must have missed something.

10 THE COMMISSIONER: Exhibit 1 is the Analysis and statement, and this diagram will be exhibit 2.

(DIAGRAM MARKED EXHIBIT NO. 2)

MR. COBUS: Would your honour care to look at it, first?

THE COMMISSIONER: Yes.

(Handed to the Commissioner)

THE COMMISSIONER: This shows the general location of the various buildings in regard to the property.

MR. COBUS: Yes, your honour.

20 Q: Now, witness, you have shaded in pencil an area on the diagram and have noted in that area the name Annacis Island. This is part of Annacis Island, this shaded portion, is it?

A: This is the dyke.

Q: Yes, I see that you have shown a dyke, but just tell me whether this shaded-in portion is part of Annacis Island.

A: Yes.

Q: How much of the land of Annacis Island were you renting from Mr. Nelson?

A: 466 feet he

30 had rented on this side, on the shoreline.

THE COMMISSIONER: That is the shoreline, is it?

THE INTERPRETER: Yes.

THE COMMISSIONER: Can't he mark on that diagram the limits of his holdings, the boundaries?

MR. COBUS: Yes, your honour. I am a little confused about one point here. I would like to ask one question before that, your honour.

THE COMMISSIONER: Very well.

MR. COBUS: Q: How much rent were you paying Mr. Nelson for whatever rights you bought?

10 A: \$12.00 a year, I think.

Q: \$12.00 a year.

A: Yes.

Q: For that \$12.00 a year, what rights did you have?

A: To tie up a boom stick.

THE COMMISSIONER: Where are we getting to here?

THE INTERPRETER: Oh, these are all floats, floating.

THE COMMISSIONER: We had better find out what the reporter has in reply. What reply have you got to this question?

(Last three questions read)

20 THE COMMISSIONER: That has no relation to the land at all.

MR. COBUS: Your honour, I think by this term, "boom stick," or whatever it is, I would suggest that he is talking about pilings. I don't think my friend will object if I suggest that.

MR. McINNES: No, I don't think so.

MR. COBUS: I think perhaps for this \$12.00 he had a right to moor his boats along that shore.

30 THE COMMISSIONER: Well, that is all that appears so far, for \$12.00 a year he had a right to tie

up to boom sticks. Now whether he had any other rights, I don't know.

MR. COBUS: Q: For this \$12.00 a year you were given the right to anchor your net rack, your float, your bath house and your floating main house in behind certain pilings which are indicated on this diagram by little round dots?

A: Yes.

Q: Well, now, tell me, whose woodshed is this shown on the island itself?

10

A: This, I built it, but it was built on Mr. Nelson's place so I thought I had no right to it.

MR. COBUS: I see.

Referring to the statement, your honour, the claimant says that details of the float house, net rack, floats and float wharf and wharf house are found attached to the statement and that the personal chattels for which he is claiming, \$167.90, is attached thereto as well.

20

Now, referring to the list of buildings and chattels which forms part of Exhibit 1, there is listed a moveable dwelling house, a float house 18 x 34 built on floating logs size 34 feet by 42 feet. He says he built this floating house in 1952. The outside was siding painted white. It had a shingled roof. There were four rooms with an addition for a kitchen. The inside of this floating house was finished with V-joint. He says that it cost him \$450.00 for labour and materials, that it was in good shape

30

and well kept up when he was evacuated, and he is estimating its fair market value to be \$250.00. Then he describes the net rack float, the position of which in relation to Annacis Island is established from the diagram marked Exhibit No. 2. This was built in 1937. It was used as a salmon gillnet rack. He says it cost him \$185.50. Its condition was good. He estimates its fair market value to be \$80.00. Then he describes a float wharf, size 7 feet by 12.

Q: Witness, "seven by 12" and "16 by 49" mean feet all the way through? A: Yes.

THE COMMISSIONER: It is so marked on the diagram, I think.

MR. COBUS: The float wharf was built in 1935. It was used as a walk between the house and the net rack, cost \$17.50, and he estimates the fair market value for it to be \$10.00. Then he lists a wash house and shack built on logs size 12 feet by 16 feet, built in 1934. The shack, I take it, was used for tools, and there is a store room, etc., and a wash house was built thereon. He paid \$50.00 for that. Its condition was good. He estimates a fair market value to be \$35.00.

Would my learned friend produce the Analysis of Personal Property Claim?

(Handed to Mr. Cobus)

I file that on behalf of the Crown, your honour.

(ANALYSIS MARKED EXHIBIT NO. 3)

10 MR. COBUS: Referring now to the list attached to
Exhibit 1, your honour, and headed "Personal
Chattels," and at the same time referring to the
last Exhibit, the items shown on the list of per-
sonal chattels do not include all of the items
shown on the Analysis of Personal Property Claim.
As a matter of fact, I can tell your honour which
items have been deleted. Referring to Exhibit
5, in the third column headed "Details of Claim,"
item 13, chopsticks, has been abandoned; item
19, two baskets, has been abandoned; so, too,
items, 21, 22, 23, 25, 26, 27, and 32; and of
course, the lower portion of that column, the claim
fishing boat worth so and so, that entire section
has been abandoned entirely and doesn't form
part of the claim as amended.

20 Q: Witness, I produce to you a letter addressed to
Mr. Fujio Ito at Griffin Lake, B.C. dated
August 22, 1942, signed by H.F. Green, Manager
protection department of the Department of the
Secretary of State, Office of the Custodian.
Did you receive that letter? A: Yes.

MR. McINNIS: What letter is that?

MR. COBUS: A letter dated August 22, 1942 from the
Custodian to the claimant at Griffin Lake, signed
by H.F. Green.

30 I should like to read into the record the
first paragraph, your honour. I shall file the
letter as an exhibit as well. It reads:

F. Ito
In Chief

"Dear Sir: With reference to the moveable house and effects declared to the Custodian on the 4th of May as being situated at Annacis Island, our agents advise that they found there a heater, a few chairs, table, and cooking utensils. There was also a portable gramophone and approximately 200 pounds of rice."

I would ask to file the letter .

10 MR. McINNES: I want my friend to read the rest of the letter, please.

MR. COBUS: Very well: "This does not cover everything declared to us in your registration form of May 4th, but you may have removed some things before evacuation. Would you let us know if the above is satisfactory to you or if we should take any further steps to protect your property? We could ship the rice to you but the freight charge would be for your account and it would probably be rather expensive as a boat would have to be hired to bring it in from Annacis Island.
20 Please be sure to let us have an answer."

MR. McINNES: Are you filing that, Mr. Cobus?

MR. COBUS: Yes, that is being filed as Exhibit 4.

(LETTER MARKED EXHIBIT NO. 4)

MR. COBUS: I would point out, your honour that in Exhibit 3 to which I have made reference, item 28 is a claim for 200 pounds of polished rice, and item 30 is a gramophone.

THE COMMISSIONER: Yes.

30 MR. COBUS: And it is to be noted that both of those

items are shown under the column, "No account, theft, etc."

One further reference, your honour, to exhibit B, the Analysis of Personal Property Claim. Under "remarks" in the column to the extreme right of the form, is a note which I take to refer to item 2 under "Details of Claim", a net rack on floats, 18 feet by 49 is shown to have been sold for \$35.00, and the note says it was
10 "sold by appraisal. Rented for 1943 season. \$10.00 collected."

Would my learned friend produce the appraisal on the net rack?

MR. McINNIS: I haven't got it.

MR. COBUS: Would my learned friend undertake to produce such an appraisal if it is available before the hearings in Vancouver?

THE COMMISSIONER: That is the appraisal on the net rack, you say?

20 MR. COBUS: Yes, your honour. It appears to refer to item No. 2, "Net rack sold by appraisal. Rented for 1943 season. \$10.00 collected."

THE COMMISSIONER: Yes.

MR. COBUS: In addition, I feel that I should point out that the Custodian makes a further remark under "remarks": "Float house attached to property belonging to Mr. Nelson on Annacis Island. No actual right to float house." I think perhaps that is the custodian's own idea.

30 THE COMMISSIONER: You mean it is his decision as to

the legal effect.

MR. COBUS: Yes, your honour. However, I think that is a matter for argument.

Your witness.

10 MR. McINNES: If it please your honour, it will be submitted on behalf of the Custodian, first with respect to the movable dwelling house, that this was attached to the realty owned by a man named Nelson, was not movable, and never came into the custody or control of the Custodian and was not within the Terms of Reference. The net rack float apparently was rented, as stated by my learned friend, and was later sold for \$35.00 and the proceeds remitted to the claimant, and in regard to that it is submitted the same was sold for its fair market value. The next two items, the float wharf and wharf house were not de-
clared, never came into our possession, and they are therefore not within the Terms of Reference.

20 THE COMMISSIONER: You say the wash house --

MR. McINNES: And the float wharf.

THE COMMISSIONER: Yes.

MR. McINNES: Now, with respect to the chattel claim, I would say, looking at the Analysis of Personal Property Claim, the "Details of Claim" column, that items 3, 5, 8, and 25, were with the float house, remained with the float house, and went with the property and never came into the control or custody of the Custodian and therefore
30 are not within the Terms of this Reference.

F. Ito
In Chief

The rest of the articles were never found and did not come into our control.

I think that is all, your honour.

THE COMMISSIONER: It does not show what you actually received.

MR. COBUS: We have credited the Custodian with the one item, your honour.

MR. McINNES: \$35.00 is all we get for the net rack float.

10 THE COMMISSIONER: That was the only sale that was made.

MR. McINNES: That is the only one.

MR. COBUS: Your honour, a point struck me a moment ago when my learned friend was reading out certain items -- 3, 5, 8, and 25 -- these appear under a heading "Sold with Real Property."

MR. McINNES: That is what I read them out from.

MR. COBUS: Yes. Now would my learned friend advise what real property was sold?

20 MR. McINNES: This float house remained with Nelson when it was taken away and there was no money received; it simply stayed with the place.

THE COMMISSIONER: Probably the word "sold" isn't the word to use.

MR. McINNES: I am not responsible for the Analysis of Personal Property Claim.

THE COMMISSIONER: What is meant, probably, is that it went with the real property, he having treated the float house as real property belonging
30 to Mr. Nelson.

F. Ito
Discussion
In Chief

MR. COBUS: We take serious objection, your honour,
of course, but I wanted to call it to your honour's
attention.

MR. McINNES: I am glad you did, because there wasn't
any sale because it just stayed there.

10 THE COMMISSIONER: It certainly is incorrect to talk
about a sale of the real property. What happen-
ed is that the house was returned to Mr. Nelson,
the assumption being that it belonged to him, and
these particular items you referred to went with
it.

MR. COBUS: Q: One last question, witness, were
the float house, the wharf and the net rack and
the wharf house float easily moved by water?

A: Yes.

Q: How were they attached to the pilings?

A: By cables and chains.

Q: And I understand that around all of these floating
items you built a breakwater, is that correct,
20 composed of logs? A: Yes, pilings
and all I had made.

MR. COBUS: That is all, your honour.

THE COMMISSIONER: Well, what would have been the method
of removing them? Could they have been towed
out from where they were?

THE INTERPRETER: I beg your pardon?

THE COMMISSIONER: Will you ask him if they could have
been towed out from where they were to some other
place, these buildings?

30 A: Yes, I had built them so that I could take them

anywhere as I am a fisherman.

Q: What would have been the method of moving them?

A: By towing them by gasoline boats.

THE COMMISSIONER: Bring by gasoline boats. That is
what I wanted to know. All right, thank you.

MR. COBUE: Thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

10

E.P. Dawson
Sub-Commissioner

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

Gordon Hambleton
G. Hambleton
Official Reporter.

20

30

Form C

DEFENCE BRIEF

Grand Forks, B.C.
27 May 1948

Funio I T O

File No. 7547

Case No. 282

PERSONAL PROPERTY CLAIMS

(All claims shown are Gross)

<u>1. Floats and Net Rack Claim</u>	<u>Appraised at</u>	<u>Sale Price</u>
\$375.00	(a) Net Rack valued by claimant at \$80.00	\$35.00
	Witnesses: 1. <u>Mr. Trapp of Trapp Motors Ltd.</u> , Verbal appraisal. See: Memo dated July 12, 1945. To be filed. Also: <u>R. Berg and W. Iverson</u> , and <u>R.M. Anderson.</u> N.B. This verbal appraisal is referred to in R.M. Anderson's Memo, dated July 12, 1945. Now in the Claim File.	
	(b) Float House valued by claimant at \$250.00 was attached to the realty, owned by Nels Nelson of Nelson's Laundry Ltd., and was not movable and thus does not come within the terms of Reference. Witnesses: 1. <u>Nels Nelson of Nelson's Laundry Ltd.</u> 2. <u>D.M. Grupp of Annacis Island,</u> <u>Nels Nelson's Agent.</u>	
	(c) Floats valued by claimant at \$45.00.	No Record at any time.
	Witnesses: 1. <u>F.G. Shears</u> - to prove not declared. J.P. Form dated May 4, 1942. To be filed.	
<u>2. Boom Equipment Claim</u>		<u>Sale Price</u>
\$70.00		None Sold.

These items, Boom sticks, chains
and cables were with the float
house which was part of the Realty
owned by Nels Nelson and thus are
outside the Terms of Reference.

Ref. Trans. p.12 line 26 - should be items 5, 7 and 8.

375.-
20.-
97.90
542.90

3. Chattel Claim

Sale Price

\$97.90

(a) Goods valued by claimant
at \$52.50

Abandoned, no value.

Witnesses: 1. H.F. Green to prove letter
dated August 22, 1942.
Exhibit No. 4.
Also: Letter dated
October 8, 1942.
To be filed.

(b) Goods valued by claimant
at \$11.40

No Record at any time.
Declared not found.

Witness: 1. H.F. Green - as above.

(c) Goods valued by claimant
at \$34.00

No Account, Theft.

Ref. Inventory dated May 5, 1943. Unsigned.

Ref. Personal Property Analysis, Exhibit No. 3, for Claim Amendments.

<u>Summary of Defence Witnesses</u>	<u>Where Required</u>	<u>Summary of Documents to be filed</u>	<u>Witness Proving Same</u>
Mr. Trapp of Trapp Motors Ltd.	1 (a)		
R. Berg	1 (a)		
W. Iverson	1 (a)		
R.M. Anderson	1 (a)	Memo dated July 12, 1945.	
Nels Nelson of Nelson's Laundry Ltd.	1 (b)		
D.M. Gropp	1 (b)		
F. G. Shears	1 (c)	J.P. Form dated May 4, 1942.	
H. F. Green	3 (a)(b)	Letter dated Oct. 8, 1942.	

HAC/mw

Name of Claimant

ITO, Fumio

Case

282

Custodian File

7547

REAL PROPERTY											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village				
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total			
PERSONAL PROPERTY											
Motor Vehicles		Boats and Boat Gear									
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column				
NETS											
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price
MISCELLANEOUS CHATTELS											
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price				
			46%	438.90	211.09	35.00	4.20 4.20	215.29			
TOTAL RECOMMENDATION											215.29

7547

December 20th, 1950.

Mrs. Fumio ITO,
Midway, B. C.

Dear Sir: ~~Madam:~~

Re: Japanese Property Claims Commission

Case No. 282

We have received from the Co-Operative Committee on Japanese Canadians, our form of Release which has been executed by yourself covering the award recommended under the above Claims Commission for the sum of ... \$215.29.

Cheque in your favour is enclosed for \$202.84
and we have paid the Co-Operative Committee .. \$ 12.45
for legal fees as authorized by you.

Yours truly,

FCS/js
1 encl.

F.G. Shears
Director