

10735

REAL ESTATE

BUREAU POWELL STREET

FILE NO. 10735

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: SAKAKI, Tetsuo

HOME ADDRESS: 2396 Cambridge St., Vanc'r, B. C.

REGISTRATION NUMBER 01675 SEX: Male AGE: 37

OCCUPATION: Mechanic

(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: S & T Auto Supply, Powell & Victoria Dr., Vanc'r, B. C.

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Sakaya ✓ *declared no details*

ADDRESS OF WIFE OR HUSBAND: 2396 Cambridge St., Vanc'r, B. C.

NAMES OF ANY LIVING CHILDREN: Teruo(M); Isao(M); Hayako(F); Hayko(F); Norio(M)
Hiroko(F)

ADDRESS OF CHILDREN: 2396 Cambridge St., Vanc'r, B. C.

AGE OF CHILDREN: 11; 9; 7; 6; 4 and 2 years respectively.

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

1. LOCATION AND DESCRIPTION: 2396 Cambridge St., Vanc'r, B. C.

in the city of Vancouver, Lot 6, Block 13, D.L. 184

Title No. 12612L. This property is owned jointly with
wife (Sakaya)

2. BUILDINGS AND OTHER IMPROVEMENTS: 2-storey, 8-room dwelling
house, 1-garage.

3. INSURANCE (Give particulars; state where policies are) \$2,000.00 taken out with
Tanaka Ins. Agents. Co. & Policy No. unknown, policy in
owner's possession.

4. TAXES (Amount and where payable) about \$115.00 paid 1941 payable City
Hall, Vanc'r, B. C. 1941 paid.

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

None

6. OCCUPANCY AND LEASES (If vacant so state) Owner - declarant has rented

house to Mr. James Adams, 2400 Blk. Oxford St., Vanc'r, B. C.
for \$20.00 monthly. G. F. Jacobs & Co., 245 Hastings St., E.
Vanc'r, B. C. drew up lease for property which extends to
the end of this war. Lease in owner's possession.

Agent. J. F. Jacobs & Co., 245 Hastings St. E.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Land Registrar's office, Vancouver, B. C. *Wife's interest.*
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: *None*
9. IF FARM LAND STATE CROPS SOWN: *None*

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: *None*

2. LANDLORD'S NAME AND ADDRESS: *None*

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: *None*

4. STATE WHEREABOUTS OF LEASE: *None*

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

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

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Left at 2396 Cambridge St., Vancouver, B. C. in care of Mr. James D. 1-safes; 1-bear brake tester machine, about 3 doz. skid chain, tire spator machine, and garage tools. This property is stored in the basement of the above address and will remain there while the tenant is in the house.

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: None5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
None7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
about \$50.00 in war savings certificates in child's name
Teruo (son). In declarant's possession.8. BANK ACCOUNTS: None9. LIFE INSURANCE: \$1,000.00 Sun Life Assurance Co., beneficiary-
Policy No.
Sakaye (wife), 2256602 Policy in owner's possession.10. INTEREST IN ANY ESTATES OR TRUSTS: None11. SAFETY DEPOSIT BOX: None**LIABILITIES:**1. PERSONAL DEBTS: None2. 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 16th day of June 1942

(Signature)

Tetsuo SakakiD. M. Chape
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date July 3, 1943

Our File No. 10735

Full Name SAKAKI, Tetsuo
(Surname in Block Letters)

Registration No. 01675

☒ Male - ☐ Female
(check)

Age Apr. 19, 1905

Former Address 2396 Cambridge St., Vancouver

Date Evacuated March 6, 1942 Naturalized - Canadian-Born - National
(check) 7/5/43

Present Address East-Lillooet, B.C. P.O. Box 734, Revelstoke, B.C.

☒ Married - ☐ Single
(check)

Name of Wife nee (HIRANO) Sakae #01627

Name of Husband - - - -

Name of Mother nee (Japan) (YAMASAKI) Toku

Name of Father Sarugoro (Japan)

Names of Children under 16 Teruo (M) 14/11/30; Isao (M) 3/2/33; Hayako (F) 3/11/35; Royko (F) 18/11/36; Nodio (M) 8/5/38; Hiroko (F) 15/2/40

Requested by L.F.

Registered with Custodian Yes
(Yes or No)

Additional Information Mechanic.

REAL PROPERTY SUMMARY

JAPANESE NAMES:

Tetsuo SAKAKI

Reg. No. 01675 File No. 10735

Sakae (Mrs. Tetsuo) SAKAKI Reg. No. 01627 File No. 10736

CATALOGUE NO:

29

PROPERTY ADDRESS:

2396 Cambridge Street, Vancouver, B. C.

LEGAL DESCRIPTION:

Lot 6, Block 13, District Lot 184, Group 1, New Westminster District, Plan 178.

TITLE:

Registered in the names of Tetsuo Sakaki and Sakaye Sakaki (Joint Tenants).

ENCUMBRANCES:

Registered: Vesting Order filed No. 35958 dated March 29, 1943.

Unregistered: No indication of any unregistered charges.

ASSESSED VALUES:

Land \$ 520.00

Improvements 2500.00 - \$3,020.00 Taxes - \$106.58

CLASSIFICATION:

This is a 1½ storey seven-room house 26'6" x 37' with projections, hot air furnace. One garage 12' x 18', concrete floor. We quote from the valuator's report of July 19th, 1943,

"Over 20 years old. Poorly planned. No heat to Dining room nor upstairs, furnace has only two hot air ducts. Two bedrooms no closets. Wash basin cracked. Fence backyard needs new posts."

"We are of the opinion that the fair market value of this property is \$2,750.00."

"D.W.REEVE"

**HISTORY OF
ADMINISTRATION:**

This property was leased by Tatsuo Sakaki and Sakae Sakaki, 16th May 1942 to James Adams from 25th May 1942 for the duration of the war between Great Britain and Japan, or until such time as the Lessee wishes to vacate or the Lessor wishes to take possession, either party will give 30 days notice, consideration \$20.00 falls due and payable on the 25th day of May 1942, and the sum of \$20.00 falls due and payable on the 25th day of each and every consecutive month thereafter until the term of the lease is completed.

The Lessor reserves one room upstairs as a storage room. The Lessor also reserves a space in the basement for storage. Messrs. G.F.Jacobs and Company Limited were appointed rental agents.

Rents collected \$380.00 against which were the following charges:

Art Glass	\$ 6.70
Water Rates	21.00
Commission	<u>19.00</u> - \$46.70

This Indenture

COPY # 10735

made the sixteenth day of May in the year of our

Lord one thousand nine hundred and forty-two.

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN TETSUO SAKAKI, Mechanic, and SAKAYE SAKAKI, Wife of
Tetsuo Sakaki, both of 2396 Cambridge Street, in the
City of Vancouver, in the Province of British Columbia,

hereinafter called the Lessor of the FIRST PART;

AND

JAMES ADAM, Engineer, of 2396 Cambridge Street, in the
City of Vancouver, in the Province of British Columbia,

hereinafter called the Lessee of the SECOND PART;

WITNESSETH, that in consideration of the yearly rents, covenants and conditions hereinafter respectively reserved and contained, the said Lessor doth demise and lease unto the said Lessee, ALL AND SINGULAR of the premises known as 2396 Cambridge Street, in the City of Vancouver, in the Province of British Columbia, and registered under Certificate of Title No. 12612 L.....

From the twenty-fifth day of May
one thousand nine hundred and forty-two (1942).

for the term of the duration of ~~terminating~~ the War between Great Britain and Japan, or until such time as the Lessee wishes to vacate or the Lessor wishes to take possession, either party will give 30 days' notice YIELDING AND PAYING therefor to the said Lessor, the clear yearly rent or sum of Dollars of lawful money of Canada, payable on the following days and times, that is to say: The sum of Twenty Dollars (\$20.00) falls due and payable on the twenty-fifth day of May, 1942, and the sum of Twenty Dollars (\$20.00) falls due and payable on the twenty-fifth day of each and every consecutive month thereafter until the term of the Lease is completed.

AND the said Lessee COVENANT with the said Lessor to pay rent, and to repair (reasonable wear and tear, and damage by fire and tempest excepted). AND that the said Lessor may enter and view state of repair;

AND that the said Lessee will repair according to notice (reasonable wear and tear, and damage by fire and tempest excepted). AND will not assign or sub-let without leave; AND will not carry on any business that shall be deemed a nuisance on the said premises; AND that he will leave the premises in good repair (reasonable wear and tear, and damage by fire and tempest excepted).

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

AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down, or damaged by fire, so as to render the same unfit for the purpose of the said Lessee, then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said Lessee

The Lessor reserves one (1) room upstairs as a storage room.....
The Lessor also reserves a space in the basement for storage.....

PROVISO for re-entry by the said Lessor on non-payment of rent, whether lawfully demanded or not; or on non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

IT is further provided that should the Lessee hold over after the expiration of the term hereby granted and the Lessor accept rent the tenancy thereby created shall be from month to month only and not for a further term.

THE said LESSOR COVENANT with the said LESSEE for quiet enjoyment.

THIS INDENTURE shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body politic or corporate where the context or the parties hereto so require.

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

SIGNED, SEALED AND DELIVERED
BY THE LESSOR IN THE PRESENCE OF

(Signed) Geo. F. Jacobs
245 E. Hastings St.,
Vancouver, B. C.,
Broker.

(Signed) Tetsuo Sakaki
(Signed) Sakae Sakaki

SIGNED, SEALED AND DELIVERED
BY THE LESSEE IN THE PRESENCE OF

(Signed) Geo. F. Jacobs,
245 E. Hastings St.,
Vancouver, B. C.,
Broker.

(Signed) James Adam

I HEREBY CERTIFY that on the sixteenth day of May 1942
at the City of Vancouver in the Province of British Columbia,

Tetsuo Sakaki and Sakae
Sakaki

personally known to me, appeared before me and acknowledged to me that they are the persons mentioned in the annexed instrument as the makers thereof, and whose names are subscribed thereto as parties and that they know the contents thereof, and that they executed the same voluntarily, and that they are of the full age of twenty-one years.

IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal of Office at
Vancouver, British Columbia, this sixteenth day
of May in the year of our Lord one thousand
nine hundred and forty-two.

(Signed and Sealed) Geo. F. Jacobs.

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

I HEREBY CERTIFY that on the _____ day of _____ 19____, at _____
in the _____ of _____

evidence on the oath of _____
me and acknowledged to me that he is the _____

(whose identity has been proved by the
who is) personally known to me, appeared before
of _____

annexed Instrument, as _____
of the _____

of the said _____

and that he is the person who subscribed his name to the _____
and affixed the seal
to the said Instrument, that he was first duly authorized
to subscribe his name as aforesaid, and to affix the said seal to the said Instrument, and that such Corporation is
legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office,
at _____, British Columbia,
this _____ day of _____, in the year of our Lord
one thousand nine hundred and _____

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

NOTE—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

Declaration
of Witness

I, _____ of the _____
make oath and say:
1. I was personally present and did see the within instrument duly signed and executed by _____
the part _____
thereby, for the _____

2. The said instrument was executed at _____
and that _____
3. I know the said part _____
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.
SWORN before me at _____
in the Province of British Columbia, this _____
day of _____ 19 _____

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

ROSE COWAN & LATTI LTD. • LEGAL FORM PRINTERS
745 SEYMOUR STREET, VANCOUVER, B. C.

HOUSE
Lease Form
A.C.L. Form No. 41

Dated May 16th 1943
TETSUO SAKAKI
and
SAKAYE SAKAKI
TO
JAMES ADAM

COPY ONLY

For
Attorney

I HEREBY CERTIFY that on the _____
day of _____ 19 _____
at _____
of _____
and acknowledged to me that he is the person who subscribed the name of _____
to the annexed instrument as the maker thereof, that the said _____
is the same person mentioned in the said instrument as _____
the maker thereof, and is still alive to the best of his belief, and that he, the said _____
knows the contents of the said instrument and subscribed the name of the said _____
thereto voluntarily as the free act and deed of the said _____
under authority of a power of attorney which has not been revoked.
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at _____
British Columbia, this _____
day of _____
in the year of our Lord one thousand _____
and _____
nine hundred and _____

Registered
No.

1. _____ of the _____
DO SOLEMNLY DECLARE THAT _____
in the Province of British Columbia.

1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.
2. At the time of the execution of the said instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.
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 _____
in the Province of British Columbia, this _____
day of _____ A.D. 19 _____

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

NOTE—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

for file 10735

File Nos. 10735 & 10736.
Catalogue No. 29.

April 24th, 1944.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Gower

Tetsuo SAKAKI
and
Sakuyo SAKAKI
Lot 6, Blk. 13, D.L. 184,
Sub. 1, N. E. D. Plan 178.

With reference to the above property which was recorded
in the Vancouver Land Registry Office, dated April 11th, 1944,
we enclose herewith the following documents in connection
therewith.

1. Copy of application number 100442-I, dated April 11th, 1944, registering the property in the name of the Custodian (Transmission).
2. Copy of application number 100443-I, dated April 11th, 1944, registering the property in the name of William Nitarowski (Deed).
3. Duplicate of Transmission dated March 27th, 1944.
4. Duplicate of Deed dated March 27th, 1944 - Secretary of State to William Nitarowski.
5. Certificate of Indefeasible Title number 100443-I, dated April 21st, 1944, covering the above property in the name of William Nitarowski.

HAC:JS
Encs.

De Gower

Catalogue No. 29

Files No. 10735 & 10736

2396 Cambridge Street

6/13/184

ADJUSTMENTS

As of March 23, 1944 - 83 days.

Debit purchaser	
Registration fee on Deed. \$2,900.00	\$ 10.30
Insurance premium - 24.8% @ \$10.00	2.48
(Ex. 20/12/44)	
Water paid to June 30, 1944	7.00

\$ 19.78

Total debits

Credit purchaser	\$ 23.98
83/365 x \$105.45 Seller's proportion of taxes for 1944	3.16
83/184 x \$ 7.00 Water to June 30, 1944	
Full amount of rent collected from March 23rd to March 24th	.61
1/31 x \$19.00	19.00
Full amount of rent collected from March 25th to April 24th	19.00
Full amount of rent collected from April 24th to May 25th	

\$ 65.75

19.78

Total credits

Less total debits

\$ 45.97

Net credit due to purchaser

so to Mr. William Mitarski.

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

Dear Sirs:-

Re: 2396 Cambridge Street

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

Yours faithfully,

W. Milarewski
.....Signed

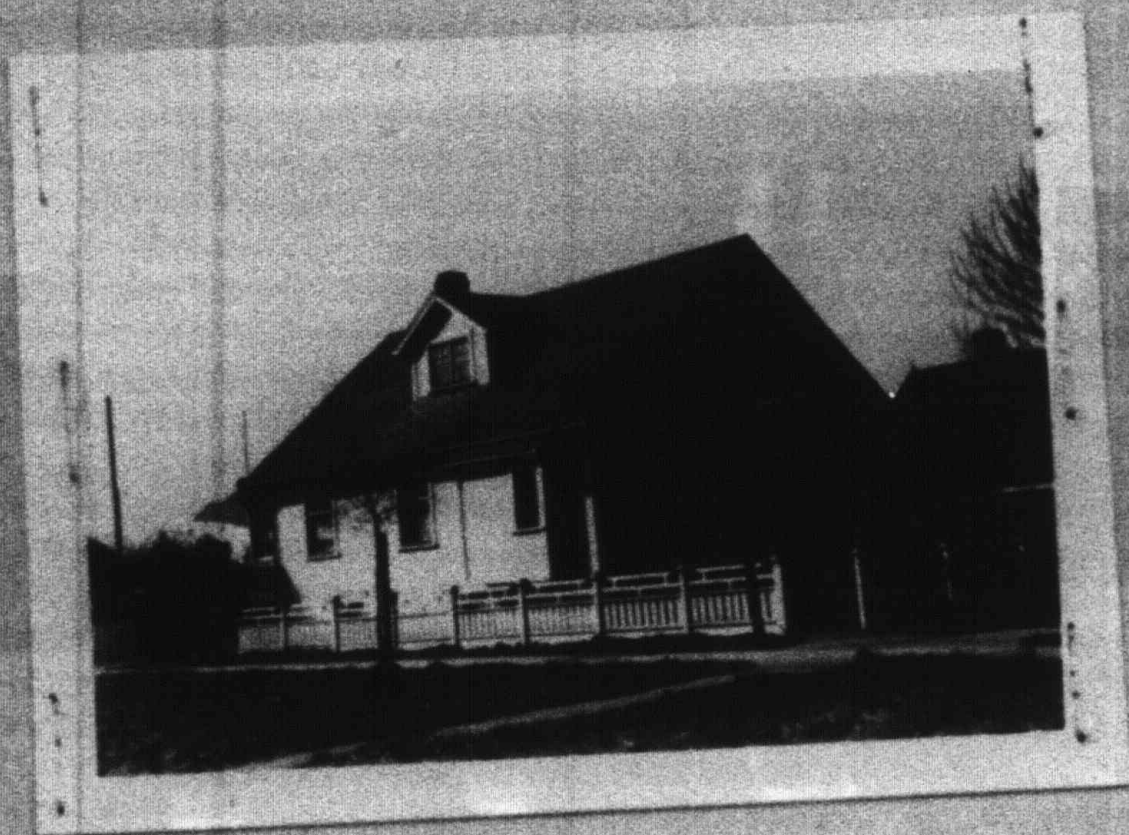
Catalogue No. 29
File Nos. 10735 & 10736
2396 Cambridge Street
6/13/184

Receipt of Certificate of Title No. 100443-L is by hereby acknowledged
and I agree that all adjustments and incidents in connection with the
sale to me of property covered by the said certificate have been settled.
Receipt is also acknowledged of copy of New England Fire Insurance Company
policy No. 6251549 which has been assigned to me, and cheque for \$45.97
representing closing adjustments on sale to me of 2396 Cambridge Street.

Dated at Vancouver, B. C., this 2nd day of May 1944.

W. Mitarski

SAKAKI, Mr. & Mrs. Tetsuo
2396 Cambridge St., Vancouver, B. C.
Evac. File 10735
10736



Picture Taken April 9, 1943

REAL ESTATE
INSURANCE



MARINE 6421

MORTGAGES
LEASEHOLDS

H.A. Roberts Ltd.

466 HOWE STREET
VANCOUVER, B.C.

1943

July 9

The Custodian,
506 Royal Bank Bldg.,
675 W. Hastings St.,
Vancouver, B. C.

Dear Sir:

Re: 10735/10736

On behalf of a client
we herewith tender the sum of \$325.00 for
Catalogue #29 - 2596 Cambridge St. - Lot 6,
Block 13, District Lot 184.

We enclose herewith
certified cheque for \$32.50, being 10% of
the above tender.

Yours truly,

H. A. ROBERTS LIMITED.

W. B. Rowllings

Sales Manager.

W. B. Rowllings /W

Encl.

To Custodian
Royal Bank Bldg.
Vancouver. B.C.

1044 Melville St
Vancouver B.C.
July 19th 1942

We hereby tender the sum of
Sixteen hundred and ten Dollars
Cash for 2396 Cambridge St
Vancouver. B.C. full price.

Moore & Moore -
Per F Moore

(29)

No 29

Recd.

DOUGLAS W. REEVE, F.S.I.
CHARTERED SURVEYOR AND VALUER
GEORGE A. WATSON

EXHIBIT No. 103
DATE 10/7/43
FILED BY *Hunter*

TELEPHONE MARINE 8264
CABLE ADDRESS "JONREE" VANCOUVER

JOHNSON, REEVE AND WATSON

ESTATE AGENTS

VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES
MEMBERS VANCOUVER REAL ESTATE EXCHANGE

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

19th July, 1943.

4 copies
The Custodian's Office,
Vancouver, B.C.

File Nos. 10735-10736

Dear Sir:

Catalogue No. 29
Lot 6 Block 13, D. L. 184
2396 Cambridge Street

We have inspected this property and beg to report as follows:-

Location South west corner of Nanaimo Street. Popular residential neighbourhood.

Land 33' x 120' in garden and fenced.

Building 1 1/2 storey frame house 26'6" x 37' with projections. Concrete foundation. Siding walls. Daroid roof. 1st floor, 5 rooms and glazed porch, pantry and bathroom (Modern fixtures) 2nd. floor 2 bedrooms. Basement, concrete floor, hot air furnace, 1 laundry tub C.I.P.

Finish Dummy fireplace, French doors. No hardwood. No tiling. *XX*

Condition Over 20 years old. Poorly planned. No heat to Dining room nor upstairs. Furnace has only 2 hot air ducts. 2 bedrooms no closets. Wash basin cracked. Fence backyard needs new posts. *XX*

Garage 12' x 18' concrete floor.

Rent \$20.

City

Assessment \$3,020 (Land \$520 Building \$2,500)

Taxes \$102.

Appraisal We are of the opinion that the fair market value of this property is \$2,750. *XX*

Yours faithfully,

JOHNSON, REEVE & WATSON

per *D. Keen*

DWR

10735 & 10736

July 30th, 1943

Messrs. H. A. Roberts Ltd.,
466 Howe Street,
Vancouver, B. C.

Dear Sirs:

Re: Catalogue No. 22.

Your letter of the 9th instant written on behalf of a client enclosing cheque for \$32.50, and offer to purchase 2396 Cambridge Street for the sum of \$325.00 has been received and considered.

We are not able to accept this tender and are returning your client's cheque herein. No acceptable tender has been received on this property and we are now prepared to consider revised offers.

This property has been independently appraised and the Custodian will not be interested in any sum less than \$2750.00.

If you should wish to submit another offer, subject to prior sale and other bids which may be received, we will be pleased to consider same.

It will not be necessary to send any deposit until we advise you whether your revised bid will be recommended for acceptance.

Yours truly,

F. C. Shears
Director.

FC3/GH

Enc.

10725 & 10736

July 30th, 1943

Messrs. Moore & Moore,
1044 Melville Street,
Vancouver, B. C.

Dear Sirs:

Re: Catalogue No. 23.

Your letter of the 19th instant in which you offer to purchase 2396 Cambridge Street for the sum of \$1613.00 has been received and considered.

No acceptable tender has been received on this property and we are now prepared to consider revised offers.

This property has been independently appraised and the Custodian will not be interested in any sum less than \$2750.00.

If you should wish to submit another offer, subject to prior sale and other bids which may be received, we will be pleased to consider same.

It will not be necessary to send any deposit until we advise you whether your revised bid will be recommended for acceptance.

Yours truly,

F. G. Shears
Director.

FOS/GH

25

Cat 29

EVACUATION SECTION	
NOV 23	
Rec'd	
File No.	10735
Ans.	Jan 16
Referred	Hear

W. Mitarewski
2465 Triumph St.,
Vancouver B.C.,
Nov 22, 1943

Dear Sir,

I want to put a bet on a house
at ~~2396~~ 2396 Cambridge Street here in
the city. I put \$2,900 in cash. Please
let me know as soon as possible
whether you ^{accept} ~~accept~~ my bet or not.

Yours Truly,
W. Mitarewski

10735/10736

December 2nd., 1943

W. Witarowski, Esq.,
2464 Triumph Street,
Vancouver, B.C.

Dear Sir:

Real Catalogue No. 29,
2396 Cambridge Street

Your letter of the 22nd instant enclosing offer to purchase 2396 Cambridge Street for the sum of \$2900.00 has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for \$2900.00, the full amount of the purchase price for the above property.

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

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

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

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

Yours truly,

F.C. Shears,
Director.

34
FOS/AM

10735/13736

January 25th, 1944

Messrs. George F. Jacobs & Co.,
245 East Hastings Street,
Vancouver, B.C.

Dear Sirs:

Re: Catalogue No. 29,
2396 Cambridge Street

Your letter of the 24th instant written on behalf of a client enclosing cheque for \$2900.00 and offer to purchase 2396 Cambridge Street for this sum has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer.

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

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

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

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

Yours truly,

F.G. Shears,
Director.

FCS)AN

GEORGE F. JACOBS & Co.

REAL ESTATE, INSURANCE AND FINANCIAL BROKERS
LOANS, RENTALS AND COLLECTIONS

245 EAST HASTINGS ST.

Vancouver, B. C., January 24th 1944

Office of the Custodian,
506 Royal Bank Building,
VANCOUVER, British Columbia.

Dear Sirs: Tender for Real Estate - Catalogue Parcel
No. 29, 2396 Cambridge Street - 6/13/184

We herewith enclose a certified cheque for
the amount of \$2900.00 being payment in full for the
property known as 2396 Cambridge Street; Lot 6, Block
13, D. L. 184, Catalogue No. 29. Upon notification
that this has been accepted we will provide the nece-
ssary particulars re the purchaser.

Yours very truly,

GEORGE F. JACOBS,

Geo F Jacobs

GFJ/S
Enc. 1.

*Received
Agent*

STATEMENT RE SALE OF:

Catalogue No: 29

Street Address: 2396 Cambridge St.
Vancouver, B.C.

Legal Description:

6/13/184

Name: SAKAKI, Tetsuo

SAKAKI, Sakae

File No: 10735-10736

Reg. No. 01675

01627

Date of Sale and Adjustments March 23/44

Sale Price \$ 2900.00

Real Estate Agents Commission \$ 145.00

Charge for Valuation 5.00

Charge for Advertising 4.00

Land Registry Office Transmission Fee 3.50

~~Expenses:~~

~~Unpaid Taxes~~

~~Mortgage~~

~~Insurance of House~~

~~Other Charges~~

Adjustments:

Fire Insurance 2.48

Taxes 23.98

Water 3.16 7.00

184.64 \$ 2909.48

Net Proceeds credited to your account
as March 23/44 2724.84

April 28th, 1947
Date:.....

Mr. Geo. Peters
Compiled by:.....

*Note: This statement was made subsequent
to the General Statement hence the net
amount does not appear on General Statement.*

MEMORANDUM

To: File 10735

13th August 1943

From: Specified Articles Department

Re: SAKAKI, Tetsuo - Reg: 01675

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
CAR	1937 Plymouth Coupe No: C 98 License No: (41) 67019	\$ 550.00

Sold to: Pacific Motors

Date: 14th Sept. 1942

Selling Price: \$ 495.00

Lien to Begg Motors paid 22nd October 1942 (\$ 277.02)

CAR	1930 Graham Coupe No: 104 License No: (41) 65573	\$ 25.00
-----	--	----------

Sold to: Harvey Robbins

Date: 18th August 1942

Selling Price: \$ 25.00

TRUCK	1927 Studebaker Wrecker No: T 136 License No: (41) C 1102	\$ 105.00
-------	---	-----------

Sold to: Walsh's Auto Wrecking Co;

Date: 22nd Sept. 1942

Selling Price: \$ 95.00

File
10735

APPRAISAL MEMORANDUM

February 4, 1948

Tetsuo SAKAKI,
Reg. No. 01675

Re: - 1928 Studebaker Wrecking
Truck

Licence No. (41) C 1102
Reference No. T. 136

The appraisal of McDermott Motors Ltd.
Vancouver, B.C., dated June 8, 1942 shows value as
\$105.00 of the above described vehicle.

This information is extracted from a
large appraisal list of Motor Vehicles by McDermott's.

File
10735

APPRAISAL MEMORANDUM

February 4, 1948

Tetsuo SAKAKI,
Reg. No. 01675

Re: 1937 Graham DeLuxe Coupe

License No. (A1) 65573
Reference No. C 104

The appraisal of Consolidated Motor Company Ltd.
Vancouver, B.C. dated March 26, 1942 shows value as \$ 35.00 of
the above described vehicle.

This information is extracted from a large appraisal
list of Motor Vehicles by Consolidated Motor Company Ltd.

BRD/DD.

File
10735

APPRAISAL MEMORANDUM

February 4, 1948

Tetsuo SAKAKI,
Reg. No. 01675

Re: 1937 Plymouth Deluxe Coupe

License No. (41) 67019

Reference No. C. 98

The appraisal of The Consolidated Motor Company Ltd. Vancouver, B.C. dated March 26, 1942 shows value as \$550.00 of the above described vehicle.

This information is extracted from a large appraisal list of Motor Vehicles by Consolidated Motor Company Ltd.

HRD/DD.

CANADIAN ACCEPTANCE CORPORATION LIMITED

HOME OFFICE
METROPOLITAN BUILDING
TORONTO, ONTARIO



DIVISION OF
COMMERCIAL INVESTMENT TRUST CORPORATION
COMBINED CAPITAL AND SURPLUS
OVER \$100,000,000

Room 12 - 425 Howe Street,
Vancouver, B.C.

MAR 15 1942

March 14, 1942.

claim noted

Custodian of Alien Property,
c/o Frederick Field Co.,
Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: 3-21-2318V - Begg Motor Co., Ltd.

Enclosed you will find a copy of a conditional sales contract, covering a Plymouth Coupe, serial #9378429, motor #P4249388, sold to T. Sakaki of 2396 Cambridge Street, Vancouver, by the Begg Motor Co., Ltd.

Deeming our position insecure in view of the fact we are now at war with Japan, we instructed the bailiff to repossess this car on March 12th.

When the bailiff located this car he was notified by someone that the mounted police had issued instructions that this car was to be taken to Hastings Park, so Mr. Chapman interviewed one of the police at Hastings Park and was advised to affix a seizure notice to the car.

We are simply writing this letter to establish our claim against the car. In addition to the lien agreement we also attach a statement of the account.

Yours very truly,

F. J. Elmhirst
Branch Manager.

FJElmhirst
de
encls.

COPY

Room 12 - 425 Howe St.,
Vancouver, B.C.

April 10th, 1942.

Mr. Edgar T. Read,
(for G.W. McPherson),
Authorized Deputy of the Secretary of State and/or Custodian,
501 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

Re: Japanese Motor Vehicles

On the 14th of March we addressed a letter to the Custodian of Alien Property, c/o Frederick Field Company, Royal Bank Building, Vancouver, in connection with note #3-21-2318v. Mr. T. Sakaki, 1898 Powell Street (2396 Cambridge Street), Vancouver - dealer, Begg Motor Company Ltd., Vancouver, informing him that we had the Retail Credit Grantors Bailiffs Ltd., seize this car for us and deliver it to the Exhibition Grounds.

We attached a statement showing the condition of the account at the time, and as per your letter of April 9th we wish to give you the following information on the same car.

Note # 3-21-2318v - Mr. T. Sakaki, 1898 Powell Street (2396 Cambridge St) Vancouver.

Plymouth Coupe	Engine #p4249388
	Serial #9378439

Outstanding balance \$268.75.

Date of lien - November 21, 1941.

Unfortunately, this vehicle was not registered.

We have the following truck stored at the Hastings Park -

Note #3-15-1968v - Mr. Y. Konno, R.R. #2. Mission.

Cont.

Mr. Edgar T. Read.

April 10th, 1942.

Re: Japanese Motor Vehicles (cont.)

(Note #3-;5-1968v - Mr. Y. Konno)

Ford 1/2 Ton Pickup truck

Engine #1553
Serial#1553

Outstanding balance \$383.15

Date of lien - July 23, 1941

Registered - July 29 , 1941

Yours very truly,

sgn: F.J. Elmhirst

Branch Manager

COPY

G/96

22nd October, 1942.

Begg Motor Co., Ltd.,
1062 West Georgia St.,
Vancouver, B.C.

Dear Sirs:

Re: Truck 92 - Y. Konno and
Car 98 - Tetsuo Sakaki.

I enclose herewith cheque for \$374.40
covering lien on Truck 92 and cheque for \$277.02
covering lien on car 98.

Will you kindly acknowledge receipt
and forward to us the lien and any other papers in
connection with the granting of security.

Yours faithfully,

(Motor Vehicle Department.)

EVACUATION SECTION

Rec'd. JAN 28 1943

File No. 10735

Ans.

Referred *Alvan Lee*

File No. 10735.

Lillooet, B.C.
Jan. 24, 1943.Mr. M. Sullivan,
506 Royal Bank Bldg.,
Hastings and Grenville,
Vancouver, B.C.

Dear Sir:-

I am in receipt of your letters of January 22 and 13, for which I thank you.

I understand you have made a sale of my three cars which were surrendered to the Authorities, the prices as follows:-

Plymouth Coupe sold @ \$495.00, deducting charges,	
Balance-----	\$190.77
Graham Coupe sold @ \$25.00, deducting charges,	
Balance-----	\$ Nil
Studebaker Wrecker Truck @ \$95.00, deducting charges	
Balance-----	\$67.56

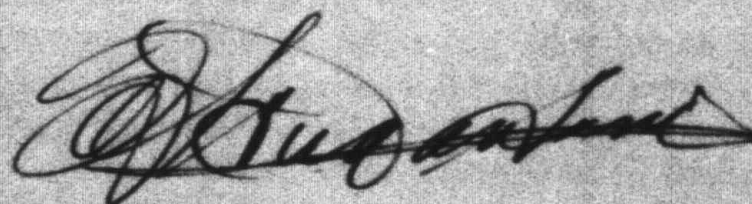
Total ----- \$258.33

As I am in need of this money at this time, will you please forward this sum of \$258.33, as in reference to your letters I do not owe you any further charges.

I am not clear in regard to the charges noted as Administrative Expenses, I will be obliged if you can give me a more detailed statement in a reply from you.

Thanking you, I am

Very truly yours,

Tetsuo Sakaki.
Reg. No. 01675.

USED CAR APPRAISAL RECORD

NAME T 136

ADDRESS

Paint	\$ 4.00	Make	<u>Ward</u>
Tires <u>2 good 2 fair</u>	\$	Body Style	<u>DeSoto</u>
Body & Fenders	\$ 4.00	with frame	
Glass	\$	Year	<u>27</u>
Top	\$	License	<u>B1102</u>
Nickelling	\$	Serial	<u>2110262</u>
Radiator	\$	Mileage	<u>56206</u>
Running Boards	\$	Remarks	<u>no spare</u>
Mats & Kick Pads	\$		
Upholstery	\$		
Hardware <u>clutch</u>	\$ 4.00		
Motor Expense	\$ 10.00		
Transmission	\$		
Rear Axle	\$		
Universal Joints	\$		
Clutch	\$		
Steering	\$		
Brakes	\$		
Tighten Up	\$ 8.00		
Muffler	\$		
Sundries	\$ 6.00		
Wash & Clean Motor	\$ 2.00		
Clean Interior	\$ 2.00		
Oil & Grease, Change	\$		
Oil & Check Over	\$ 2.00		
Total	\$ 36.00		

Mod. interested in

Salesman

Selling price

105.14

Date

Appraised by

Less Repairs

allowance

For immediate acceptance only.

ROYAL CANADIAN MOUNTED POLICE EXHIBIT REPORT

Detachment

Seizure No.

FOR USE WHEN APPLICABLE

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

E269-0-13-3

Detachment
Sub-Division
Division
Date

(X)
March 11

19 42

RE: **Tetsuo SAKAKI 2396 Cambridge St Vancouver B C**

On

March 11 19 42 **Goodfellow - K. E. NAME**

Came into possession of the following goods by:-

SURRENDERED UNDER O.I.C. P.C. 1496

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

NO. OF PAGES	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
		41 67019 Plymouth Coupe 37 TIRE NUMBERS 9378429 P4249388 2762 Good
		LICENSE NO. MAKE & MODEL SERIAL NO. ENGINE NO. SPEEDOMETER READING CONDITION
		EXTRA EQUIPMENT Heater
		DESCRIPTION & CONDITION VERIFIED Appears in Good Shape
		<i>J. Hamakawa</i> Signature of Owner Japanese Registration No. 00247
		Handed over to representative of Custodian whose signature in receipt thereof appears hereunder
		<i>B. D. L. L.</i>
		DATE: March 11/42
		<i>K. E. Goodfellow</i> SIGNATURE OF MEMBER SUBMITTING REPORT

ROYAL CANADIAN MOUNTED POLICE EXHIBIT REPORT

Detachment

Seizure No.

FOR USE WHEN APPLICABLE

Detachment File No.
Sub-Division File No.
Division File No. **E 269-6-13-3**
Headquarters File No.

Detachment
Sub-Division
Division **"E"**
Date

March 11th

1948

RE: **SABAKI, Tetsuo, ?** (address not known, delivered by garage)
NAME OF FILE

On March 11th

1948, 1

H.P. Price **RCMP**
MEMBER'S NAME

Came into possession of the following goods by:-

SURRENDER UNDER O.I.C. P.C. 1486

TETSUO SAKAKI
STATE BRIEFLY AUTHORITY, ETC., WHETHER SEARCH WARRANT, ETC.

NO. OF PGS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILED TO BE GIVEN IN FULL
		1898 Power 87. Vane
LICENSE NO.	573	TIRE NUMBERS
MAKE & MODEL	(41) 65VLS	
SERIAL NO.	Graham coupe 29	
ENGINE NO.	not available	
SPEEDOMETER READING		76404
CONDITION		

appears fair

EXTRA EQUIPMENT

luggage rack on rear

DESCRIPTION & CONDITION
VERIFIED

~~Signature of Tetsuo Sabaki~~ **P00247** delivered by
Japanese Registration No. **HANAKAWA Chieko 221 W 5th Ave.**
Vancouver, B.C.

Handed over to representative of
Custodian whose signature in receipt
thereof appears hereunder

March 11/48

DATE:

8.16
SIGNATURE OF MEMBER SUBMITTING REPORT

ROYAL CANADIAN MOUNTED POLICE EXHIBIT REPORT

Detachment
Station No. 224
FOR USE WHEN APPLICABLE

Detachment File No.
Sub-Division File No.
Division File No.
Headquarters File No. **B269-G-13-3**

Detachment
Sub-Division
Division
Date

(S)
March 11 19 42

RE: **T SAKAKI 2396 Cambridge St. Vancouver B C**

On **March 11 19 42** **Goodfellow** "H" NAME

Came into possession of the following goods by:-

SURRENDERED UNDER O.I.C. P.C. 1496

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

NO. OF PGS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
LICENSE NO. MAKE & MODEL SERIAL NO. ENGINE NO. SPEEDOMETER READING CONDITION	(41) G1102 Studebaker Wreking Truck 28 112588-2 3930 56206 Peer	TIRE NUMBERS
EXTRA EQUIPMENT	Crane 2 Spot Lights	
DESCRIPTION & CONDITION VERIFIED	Peer Condition <i>H. Hamukawa</i> Signature of Owner Japanese Registration No. 00247	
Handed over to representative of Custodian whose signature in receipt thereof appears hereunder	<i>B. D. Rine</i>	
DATE:	March 11 / 42	<i>H. E. Goodfellow</i> SIGNATURE OF MEMBER SUBMITTING REPORT

BEGG MOTOR COMPANY

LIMITED

CONDITIONAL SALE CONTRACT

The undersigned Seller hereby sells and the undersigned Purchaser hereby purchases and agrees to pay for, subject to the terms and conditions hereinafter set forth, the following property, complete with standard attachments and equipment, delivery and acceptance of which is hereby acknowledged by the Purchaser in good condition, and as ordered, and in accordance with all representations and warranties made by the Seller.

ONE	New or Used	Make Trade Name	Type of Body If Truck State Tonnage	Manufacturer's Serial Number	Motor Number	Model No. and W.B.	Year Model (Not Guaranteed)	License Number
ONE	Used	Plymouth	Coupe	9376429	P4249368	P4.	1977	67079

For a Total Time Price of \$ **798.75** payable as follows: \$ **400.00** in cash and/or trade in, on or before

delivery, bearing a Deferred Balance of \$ **398.75** payable at the office of Canadian Acceptance Corporation Limited to be hereafter designated by it, in installments as set forth in the preliminary note to be given by the Purchaser as evidence of the amount due hereunder. Interest is due thereon after maturity of each installment at 10% per annum. If any installment is not paid at the time and place specified, the entire amount unpaid shall become due and payable forthwith, including all costs, charges, expenses and disbursements which may be incurred in taking possession of the said property, or in endeavouring to do so or to find the same, or in collecting or endeavouring to collect any sum or sums which may be due and owing to the Seller from the Purchaser hereunder, or in enforcing or endeavouring to enforce any of the rights or privileges of the Seller hereunder, and, if this contract or the note evidencing said Deferred Balance is placed with a Solicitor for collection, 10% of the amount due as Solicitor's fees.

1. The title to and ownership of said property shall not pass to the Purchaser until the entire purchase price and interest (and all costs and expenses as above set forth) are fully paid in cash; this to include the payment of any notes given and any judgments secured. Nevertheless, the Purchaser assumes towards third parties from date of possession all the obligations and responsibilities of an absolute owner, and towards the Seller and his assigns all liabilities arising from any accident or contingency caused by "force majeure" or otherwise. The Purchaser agrees to give prompt written notice to the Seller of, and to indemnify and save harmless the Seller from, any and all loss or claim for loss or damage to persons or property caused by the property hereby sold or by the use or operation thereof.

2. The said Deferred Balance is to be evidenced by a certain preliminary note of the Purchaser of even date herewith and is to bear interest after maturity on all sums due until paid at 10% per annum. Said note is given by the Purchaser and received by the Seller not as payment of the said purchase money but as evidence of the amount due hereunder. The said note shall be as well an independent obligation to pay the amount thereof, and the holder thereof shall be and shall be deemed to be a holder in due course and for value.

3. The Purchaser agrees that the negotiation, sale, discount, pledge or hypothecation of the said note, or the renewal or extension thereof, the assignment of this contract or any part thereof or the instituting of suit or procuring of judgment against the Seller or the taking of any security, collateral or otherwise, the loss, injury, confiscation or destruction of the said property shall not operate as payment, or in any manner release the said Purchaser from his obligations hereunder, and the holder of the said note and of this contract, shall be entitled to the rights of the Seller hereunder, and the Purchaser waives notice of negotiation or assignment of said note, or of this contract, and the Purchaser agrees that the assignee shall have the benefit of all equities existing between the Seller and the Purchaser, and shall be the holder in due course of the note.

4. The Purchaser shall provide safe storage and proper care for said property and make all proper repairs thereto, and agrees to pay for all repairs and work done and materials supplied upon or in connection with and all expenses incurred on account of said property forthwith from time to time as the same are made, done, supplied or incurred; and the Purchaser shall keep said property free of all taxes, encumbrances, charges, privileges, pledges, and liens, whether possessory or otherwise, and shall not use same illegally or improperly or for hire, and shall not part with the possession, custody or control of same nor remove same from the Province without written permission of the Seller, and shall not transfer any interest in this property or contract. The term "property" wherever used in this contract shall include any equipment, attachments, accessories and repairs placed on said property by the Purchaser.

5. The proceeds of any insurance which Purchaser may have obtained on said property, whether paid by reason of loss, injury, confiscation, return premium or otherwise, shall be applied to the replacement of the property or payment of this obligation at the option of the Seller (notice of such election being hereby waived by the Purchaser) and the Purchaser hereby assigns such proceeds to the Seller. The Seller may insure said property against any or all risks properly to protect the interests of the Purchaser, Seller, and Seller's assigns, the Purchaser agreeing to pay the premium or premiums on demand and that on failure to do so payment of said premium or premiums shall be secured by this contract and shall be payable forthwith on demand, and the provisions of the last preceding sentence shall apply to the proceeds of such insurance.

6. There are no representations, warranties or conditions express or implied, statutory or otherwise, other than those herein contained, nor shall any agreement collateral hereto be binding upon the Seller unless it is in writing hereupon or attached hereto, and duly signed by the Seller. This contract covers all agreements and shall not be countermanded by the Purchaser.

7. In the event the Purchaser defaults on any payment or in complying with any of the covenants, promises, stipulations or conditions contained in this and/or any other contract made by Seller or Assignee of this contract, or if a demand of assignment is made against the Purchaser or a proceeding in bankruptcy, receivership, winding-up or insolvency is instituted against the Purchaser or his property, or if any execution, attachment or other writ should be levied on any of Purchaser's property, or the property is confiscated or seized, or the Seller deems the property in danger of misuse or confiscation, or deems himself insecure, the full amount unpaid on this and on any other contracts as aforesaid shall, at the election of the Seller (notice of which election is hereby waived by the Purchaser) be immediately due and payable.

8. Time is of the essence of this contract and if the Purchaser defaults in complying with any of the terms and conditions hereof, or if the property is confiscated or misused or the Seller deems the property in danger of misuse or confiscation, the Seller may take immediate possession of said property, and of anything found therein, without demand, wherever found, whether in the possession of the Purchaser or not, without any process of law whatsoever (possession after default being unlawful) and for this purpose Seller may, by his representatives, servants or agents, enter upon the premises where said property may be and remove same, and shall not be liable for such seizure or entry. Upon repossession all rights of the Purchaser in said property shall terminate absolutely, and the payments previously made shall be retained by the Seller as payment in part for the use of said property by Purchaser.

9. The Seller may resell the said property so retained at public or private sale, without demand for performance, with or without notice to the Purchaser (if given, notice by mail to the Purchaser at his last known address being sufficient) with or without having said property at place of sale, and upon such terms and in such manner as Seller may determine, and to that end make such repairs to the property as Seller deems necessary, and any such sale to a purchaser for value shall conclusively be deemed a proper sale for an adequate price. The Purchaser hereby expressly waives the benefit of each and every provision of the Conditional Sales and Extra Judicial Sales Acts relating to retaking and resale, which would in any way operate to the detriment of the Seller to recover a deficiency from the Purchaser after resale. The Seller may bid and purchase at any public sale. From the proceeds of any such sale Seller may pay expenses for retaking, repairing and using said property, including the costs of the Seller's Solicitor as between Solicitor and Client, and the balance thereof shall be applied to the debt due. Any surplus shall be paid over to the Purchaser. In case of deficiency the Purchaser agrees to pay the same with interest at 10% per annum.

10. The Seller may, at his choice, if the Purchaser defaults in complying with the terms and conditions hereof, sue for the balance then unpaid, placing the said property in the hands of the court of justice according to law, the Purchaser hereby waiving any right to demand security for costs and the benefit of any statutory exemption from execution on of his property and all rights of exemption and homestead laws, and sell it after judgment, in satisfaction of the amount due, interest and costs, keeping his recourse for any amount remaining due after such sale, or Seller may legally repossess said property and dispose of it as absolute owner, keeping as indemnity the amounts already paid, and cancel the contract as to the future.

11. It is agreed that the repossession and retention, sale or right therein, shall not affect the Purchaser's liability until full payment has been made in cash, or the Seller's right to sue the Purchaser at any time for any moneys due and payable, whether due by the terms of payment as set forth in this contract or which have become due and payable by reason of failure or default on the part of the Purchaser in fulfillment of any of the terms, conditions, covenants or provisions of this agreement. The Seller shall have the right to enforce one or more remedies hereunder successively or concurrently, and such action shall not operate to stop or prevent the Seller from pursuing any further remedy which he may have hereunder. This contract takes the place of the order previously signed, and it is understood and agreed that any provision of this contract prohibited by law of any Province shall, as to that Province, be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract.

12. This agreement and all its covenants, terms, conditions and stipulations shall apply to and bind the heirs, executors, administrators, successors, and assigns of the Purchaser, and shall ensure in the benefit of and be enforceable by the Seller, the Seller's heirs, executors, administrators, successors and assigns.

13. If this agreement is made in the Province of Quebec, the parties hereto elect domicile in the District of Montreal.

14. Should Canadian Acceptance Corporation Limited refuse to accept the proposed assignment of this contract for any reason whatsoever, the Seller, at the option, shall be entitled to rescind this contract at any time.

WITNESS WHEREOF the parties have hereunto set their hands to this agreement and duplicate thereof (one copy of which has been delivered to and retained by the Purchaser).

this **21st** day of **November** 19 **41** at **Vancouver** City or Town **B.C.** County Province

WITNESS—As to Seller's Signature.

BEGG MOTOR COMPANY LIMITED

WITNESS—As to Purchaser's Signature.

(Purchaser's Signature)

By (Official Title — if Company)

DEALER'S ASSIGNMENT AND AGREEMENT

TO CANADIAN ACCEPTANCE CORPORATION LIMITED

For value received, the undersigned does hereby sell, assign and transfer to Canadian Acceptance Corporation Limited, his, its, or their right, title and interest in and to the within contract and the property covered thereby, and recognizes the right of Canadian Acceptance Corporation Limited to offset any reserve, hold-back or proceeds of this contract against the general indebtedness of the undersigned in the absolute discretion of the assignee; and authorizes said Canadian Acceptance Corporation Limited, either in its own name, or in the name of the undersigned, to do every act and thing necessary to collect and discharge the same.

In consideration of your purchase of the within contract, the undersigned hereby unconditionally guarantees, jointly and severally with the Purchaser, payment of all deferred payments as specified therein, and covenants in default of payment of any installment or performance of any requirement thereof by Purchaser, to pay to Canadian Acceptance Corporation Limited, upon demand, the full amount remaining unpaid. The undersigned further assigns, represents and warrants that the title to the said property was at the time of the sale, and is now vested in the undersigned, free of all taxes, encumbrances, charges, privileges, pledges and liens, and that the undersigned has the right to assign such title, and further warrants that the full amount of the cash payment and/or trade-in as represented has actually been made by the Purchaser. The liability of the undersigned shall not be affected by any settlement, extension of credit, or variation of terms of the within contract affected with the Purchaser or any other person interested, nor by any act or omission of Canadian Acceptance Corporation Limited in relation to any security held to secure this debt including the lien herein, or in making collections, insurance adjustments, repossession or resale, or in affecting filing or recording of the documents or any renewals thereof and the undersigned shall remain liable even if the security and/or right of action against the principal debtor is exhausted in part or is available. The undersigned agrees to be bound by each and every clause contained in the said contract as if it were recited at full length in this assignment.

This agreement shall apply to and bind the heirs, executors, administrators, successors and assigns of the undersigned, and shall ensure to the benefit of and be enforceable by Canadian Acceptance Corporation Limited, its successors and assigns. If this agreement is made in the Province of Quebec, the parties hereto elect domicile in the District of Montreal.

Dated at **Vancouver, B.C.**

BEGG MOTOR COMPANY LIMITED

this **21st** day of **November** 19 **41**

Schedule of Payments

(Use only for irregular payments)

\$	1 Mo. after date
\$	2 Mos. after date
\$	3 Mos. after date
\$	4 Mos. after date
\$	5 Mos. after date
\$	6 Mos. after date
\$	7 Mos. after date
\$	8 Mos. after date
\$	9 Mos. after date
\$	10 Mos. after date
\$	11 Mos. after date
\$	12 Mos. after date
\$	13 Mos. after date
\$	14 Mos. after date
\$	15 Mos. after date
\$	16 Mos. after date
\$	17 Mos. after date
\$	18 Mos. after date

\$ **398.75**

Vancouver, B.C., November 21st

(City) (Province) (Date)

AFTER DATE, FOR VALUE RECEIVED, I, WE, OR EITHER OF US, PROMISE TO PAY TO

BEGG MOTOR COMPANY LIMITED OR ORDER,

Three Hundred and Fifty-Eight **75/100** DOLLARS

in instalments of \$ **30.00**

on the same day of each successive month, or as indicated in schedule of payments, commencing **December 21st** 19 **41**; and the final instalment payable hereunder shall equal the amount of the deferred balance then remaining due, with interest after maturity at the rate of ten per cent. (10%) per annum at the office of Canadian Acceptance Corporation Limited, VANCOUVER, B. C.

Upon default in payment of any instalment at its maturity all remaining instalments shall be due and payable forthwith.

(Signature of Purchaser)

2396 Cambridge St.

(Post Office Address)



NOTICE OF SEIZURE

10735

TO. *G Sakaki 1898 Powell St*

AND ALL WHOM IT MAY CONCERN:—

Take notice that I have this *11th* day of *March* A.D. 194*2*
seized and taken possession of the undermentioned goods and chattels

Royce Coupe *SN 9378429*

MS # P 4249388
for the sum of \$ *268.75* being amount due to *Canadian Acceptance Corp Ltd*
under a certain *Finance Agreement*

and that unless you pay the said sum together with interest, and expenses of taking possession which have
been incurred, within *21* days from the date thereof the said
goods and chattels will be sold according to law.

DATED at VANCOUVER, B. C., this *11th* day of *March* 194*2*

Retail Credit Grantors' Bailiffs Ltd.

601-622 WEST GEORGIA STREET
TELEPHONE MAIN 6022
VANCOUVER, B. C.

Signed:

RETAIL CREDIT GRANTORS' BAILIFFS LTD.

Per ALBERT CHAPMAN, Bailiff.

Albert Chapman

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

No.

HEADQUARTERS File No. E269-G-13-3

SUB-DIV'N and File No.

DIVISION and File No.

DETACHMENT and File No.

Seizure No: (E) T 136

DATE March 11 1942

Re: T SAKAKI 2396 Cambridge St Vancouver B.C.

(Name of File)

On March 11 1942

(Date)

Goodfellow K.E.

(Member's Name)

EXHIBIT No. 163/4

Came into possession of the following described goods by

SURRENDERED UNDER O.I.C. P.C. 1486

(State Authority from whom seized and place of seizure)

"McMaster"

No. OF EXHIBIT	No. OF PACKAGES	CAPACITY OR SIZE	DESCRIPTION OF EXHIBITS
LICENSE NO.			
MAKE & MODEL			
SERIAL NO.		(41) C1102	
ENGINE NO.		Studebaker Wreking Truck 28	
SPEEDOMETER READING		112588-2	
CONDITION		3930	
		56206	
		Poor	
EXTRA EQUIPMENT			
		Crane 2 Spot Lights	
DESCRIPTION & CONDITION VERIFIED			Poor Condition
		"Y. Hamikawa"	
		Signature of Owner	
		Japanese Registration No. 00247	
		Handed over to representative of Custodian	
		whose signature in receipt thereof appears hereunder	
		"S.F. Cruise"	
		I HEREBY CERTIFY THAT THE FOREGOING WORDS ARE A TRUE COPY OF	
		THE ORIGINAL WHEREOF THEY PURPORT TO BE A COPY.	
		Date: April 6th 1948	

CERTIFIED CORRECT

March 11/42

"K.E. Goodfellow"

(Signature of member submitting report)

ROYAL CANADIAN MOUNTED POLICE

Seizure No. 104

EXHIBIT REPORT

HEADQUARTERS File No.

DIVISION: ~~and~~ File No. E 269-G-13-3

SUB-DIV'N and File No.

DIVISION "E"

DETACHMENT and File No.

~~Detachment~~ 104

DATE

March 11th 1942

Re: SASAKI Tetso, T (address not known. delivered by Garage)

(Name of File)

On March 11th 1942

H.F. Price

18/2/48

(Member)

"McMaster"

Came into possession of the following described goods by

SURRENDER UNDER O.I.C. P.C. 1486

(State Authority from whom seized and date of seizure)

No. OF EXHIBIT	No. OF PACKAGES	CAPACITY OR SIZE	DESCRIPTION OF EXHIBITS
LICENCE NO.		(41) 65713	Two numbers 6
MAKE & MODEL		Graham coupe 29	
SERIAL NO.		Not available	
ENGINE NO.		76404	
SPEEDOMETER READING		Appears fair	
CONDITION			
EXTRA EQUIPMENT		Luggage rack on rear	
DESCRIPTION & CONDITION VERIFIED			
	X	"Y. Hamakawa" #00247	Delivered by HAMAKAWA Chieko 221 W 5th Ave, Vancouver, B. C.
Handed over to representative of Custodian whose signature in receipt thereof appears hereunder			
		March 11th 1942	B. L.
I HEREBY CERTIFY THAT THE FOREGOING WORDS ARE A TRUE COPY OF THE ORIGINAL WHEREOF THEY PURPORT TO BE A COPY.			
Date: April 6th 1943			<u>M. Searby</u>

CERTIFIED CORRECT

"H.F. Price"

(Signature of member submitting report)

ROYAL CANADIAN MOUNTED POLICE

Seizure No. 98

EXHIBIT REPORT

DIVISION AND FILE No.
E269-G-13-3

EXHIBIT No. 163/4
DATE 18/2/48
FILED BY "McMaster"

DIVISION "E"

March 11 1942

Re: Tetsuo SAKAKI 2396 Cambridge St Vancouver, B. C.

On March 11 1942
Date

Goodfellow K.E
Member's Name

CAME INTO POSSESSION OF THE FOLLOWING DESCRIBED GOODS BY
SURRENDER UNDER O.I.C P.C. 1486

DESCRIPTION OF EXHIBITS

LICENSE No.	41 47019	37 TIRE NUMBERS	4
MAKE & MODEL	Plymouth Coupe		
SERIAL NO.	9378429		
ENGINE NO.	P4249388		
SPEEDOMETER READING	2762		
CONDITION	Good		

EXTRA EQUIPMENT Heater

DESCRIPTION & CONDITION
VERIFIED

Appears in good shape

"Y. Hamakawa"

00247

Signature of Owner
Japanese Registration No.

Handed over to representative of Custodian
whose signature in receipt thereof appears
hereunder

"S.F.Cruise"
March 11/42

I HEREBY CERTIFY THAT THE FOREGOING WORDS ARE A TRUE COPY
OF THE ORIGINAL WHEREOF THEY PURPORT TO BE A COPY.

Date: April 6th 1948

CERTIFIED CORRECT

..... "K.E. Goodfellow"
Signature of member submitting report

C O P Y as Feb. 4, 1948

FORDYCE MOTORS (1937) LTD.

Vancouver, B.C.

July 23, 1942.

The Custodian,
Royal Bank Bldg.,
City.

Dear Sir,

Re:- Car. No. 98-37 Plymouth Coupe.

Our offer for the above car is Two hundred seventy seven 50/100 dollars.

Certified cheque for 10% is attached.

Yours truly,

FORDYCE MOTORS 1937 LTD.

"W.E. Fordyce" ?

Manager.

C o p y as February 4, 1948

July 23rd, 1942

COPY

Mr. G.W. McPherson,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

In reference to the Motor Vehicles which you have for sale we beg to make an offer of Three Hundred dollars (\$300.00) for either of the following cars:

NASH 37-12 1937 Coupe, your number 60

PLYMOUTH P3 1937 Coupe, your number 98

Certified cheque for \$30.00 is enclosed, as a ten per-cent down payment, on whichever of the two cars you choose to give us.

Yours truly,

(signed) J.P. Hodgson

COPY
RAY ELLIS MOTORS.

1344 Granville Street,
Vancouver, B.C.
July 25th, 1942

We hereby tender the following offers on the motor vehicles offered by you for sale.

TRUCKS

Studebaker A	Big 6 1930	Wrecker car Conv. 5	Crane, 2 spot lights	56,206	TL36	\$66.00
--------------	------------	------------------------	-------------------------	--------	------	---------

RAY ELLIS MOTORS
per (signed) Ray B. Ellis

Taken from original File No. 380

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name MR TETSUO SAKAKI

File No. 10735

East Lillooet B.C.

Reg. No. 01675

Company Sun Life Insurance Co.,

Agency Vancouver

Policy No. 2256602

Premium - \$ 26.78

Payable: ^x Annually, Semi-annually or monthly

Month June

Day 10th

REMARKS:

Lillooet cert 24/8/43

LIABILITY SUMMARY

Tetsuo SAKAKI Reg. No. 01675 File No. 10735
Sakas (Mrs. Tetsuo) SAKAKI Reg. No. 01627 File No. 10736

The above-named Japanese declared on their respective J. P. Forms signed 16th June 1942 that they had no Personal or Trade Debts.

However, there was a claim filed against Tetsuo SAKAKI by the Alien Property Custodian and Liquidator of the Bank of America, Seattle, Washington. The claim being based on a Demand Note dated May 2nd, 1940.

U.S. FUNDS \$931.49
Interest @ 5% paid to October 20th, 1941

With reference to this Liability see Mr. G.W. McPherson's letter to Mr. F.G. Shearn dated September 20th, 1944, copy on file 10735 from which we quote:

"Suspend until it is determined whether or not the Alien Property Custodian's rights are to be recognized in Canada."

Following out these instructions, the following amounts were placed in No. 2 Suspense Account - November 3rd, 1944, and charged to:

Tetsuo Sakaki)	
Sakas Sakaki)	\$970.01
Tetsuo Sakaki	231.50

\$1201.51

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

April 30th, 1947.


D. A. CRAMER.

DAC:lc

REG. NO. 01627		NAME SAKAKI, Sakae (Mrs. Tetsuo) (See also File 10735)			FILE NO. 10736	
COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
New England Fire Insurance Company	6251549	\$3,000.00	Dec.	20	1944	Lot 6, Blk. 13, D.L. 184, 2396 Cambridge St. Vancouver, B. C.

FIRE INSURANCE SUMMARY

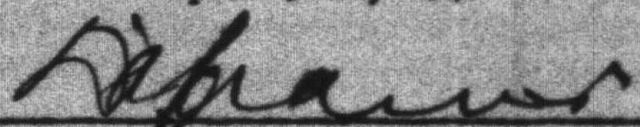
Tetsuo SAKAKI Reg. No. 01675 File No. 10735
 Sakae (Mrs. Tetsuo) SAKAKI Reg. No. 01627 File No. 10736

The above-named Japanese declared on their respective J. P. Forms signed 16th June 1942 that they carried a \$2,000.00 Fire Policy with the Tanaka Insurance Agency. It was found that the following Policy was in force:

New England Fire Insurance Company, Policy No. 6251549 -
 \$3,000.00 - expiring December 20th, 1944. \$2,000.00
 covering the dwelling at 2396 Cambridge at Vancouver, B.C.
 This was transferred to William Mitarewski 18th April 1944, and the
 \$1,000.00 covering Household Effects was cancelled.

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

April 30th, 1947.


 D. A. CRAMER.

DAC:1c

GEORGE F. JACOBS
NOTARY PUBLIC

Milson
PHONE PACIFIC 6636

GEORGE F. JACOBS & Co.

REAL ESTATE, INSURANCE AND FINANCIAL BROKERS
LOANS, RENTALS AND COLLECTIONS

245 EAST HASTINGS ST.

Vancouver, B. C., October 15th 1942

Mr. G. D. Milson,
Administration Department,
Japanese Custodian's Office,
506 Royal Bank Building,
VANCOUVER, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
OCT 16 1942

Dear Sir:

Re: SAKAKI, Tetsuo 10725
SAKAKI, Sakae (Mrs. Tetsuo) 10726

In reply to your recent letters with regard to the property at 2396 Cambridge Avenue, I beg to advise you that on May 25th Tetsuo Sakaki came to my office and brought with him Mr. John Adams who paid him one month's rent for 2396 Cambridge Avenue and asked me if I would make the other collections, commencing on June 25th. I went out to see Mrs. Adams some time later than June 25th and she advised me that Tetsuo Sakaki had instructed her to send the rent direct to him. You can readily see that I had no power to compel her to pay our office the rent when the owner had given these instructions to the tenant.

Yours very truly,

GEORGE F. JACOBS,

Geo F Jacobs

GFJ/M.

10735 & 10736

Pa 6636

October 16, 1942

Messrs. George F. Jacobs & Co.,
245 East Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: Tetsuo SAKAKI &
Sakae SAKAKI (Mrs. Tetsuo)

Referring to your letter of October 15, on June 17 we sent you our authority to collect the rentals in connection with this property and we are today writing Mr. John Adams informing him that in future all rents are payable to you and under no circumstances are they to be sent to the Japanese.

We would ask you to carefully read the instructions we sent you when appointing you our agent and you will note that this gives you full authority to collect all rentals.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

10735

January 11, 1943.

Mr. Tetsuo SAKAKI,
Registration No. 01675,
East Lillooet, B. C.

Dear Sir:

Re: Cutting and Welding Equipment

The Canadian Liquid Air Co., Ltd., Fifth Avenue
and Yukon Street, Vancouver, at the request of the War-
time Prices & Trade Board, is anxious to obtain particulars
of any welding and cutting equipment left behind by you in
the Protected Area.

Attached you will find a form detailing the nature
of the information required, and we would appreciate your
providing us with this information by return mail - indicat-
ing at the same time the exact location of any welding or
cutting equipment in the Protected Area previously used by
you.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA
Enc.

CC: Canadian Liquid Air Co., Ltd.

COMMUNICATION SECTION	
JAN 20 1943	
File No.	10735
Ans.	DM
Referred	Alvander
January 15, 1943	

Tetsuo Sakaki,
Registration No. 01675,
East Lillooet, B.C.

Dear Sir:

Thank you very much for your letter.
But I am very sorry that I have sold all the
welding and cutting equipment to some other
garage man just before my family and I had
left Vancouver to Lillooet.

Yours truly,



10735

January 21, 1943.

The Canadian Liquid Air Co., Ltd.,
400 W 5th Avenue,
Vancouver, B. C.

Dear Sirs:

Re: Tetsuo SAKAKI

At your request we wrote to Mr. Sakaki on
January 11th in connection with cutting and welding
equipment.

Mr. Sakaki now advises us that just previous
to his evacuation from the Protected Area, he sold all
of his welding and cutting equipment to a garage man in
Vancouver.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

10735

January 23, 1943.

Messrs. McLennan, McFeely & Prior, Ltd.,
99 East Cordova Street,
Vancouver, B. C.

Dear Sirs:

Re: Tetsuo SAKAKI and
S. & T. Auto Service

We would appreciate receiving an early reply from you to our letter dated January 14th in connection with your claim against the above.

The Retail Credit Grantors Bureau Ltd. had on file with us a claim of \$136.20 against Tetsuo Sakaki and the S. & T. Auto Service; upon investigation we learned that their claim was filed on your behalf. To avoid confusion in this instance, we are disregarding claim made by the Retail Credit Grantors Bureau Ltd. and now await a reply from you to our letter dated January 14th for which please accept our thanks in advance.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

10735

January 23, 1943.

Mr. Tetsuo SAKAKI,
Registration No. 01675,
East Lillooet, B. C.

Dear Sir:

Re: Workmen's Compensation Board Claim

We have to acknowledge receipt of your letter written in Japanese which reached us on January 22nd, apparently in reply to our letter to you of January 14th in connection with claim against you of \$7.00 filed with us by the Workmen's Compensation Board.

As facilities are not available generally in this office for the translation of documents written in the Japanese language, we are returning to you your letter and ask that you communicate with us in the English language even as you did recently in connection with your undated letter which reached us on January 20th concerning welding and cutting equipment.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA
Enc.

10735

February 1, 1943.

Mr. Tetsuo SAKAKI,
Registration No. 01675,
Lillooet, B. C.

Dear Sir:

We would appreciate receiving your comments in connection with a claim filed with us against you for \$7.00 by the Workmen's Compensation Board regarding which we wrote you on January 14th.

We would also appreciate your comments in connection with a claim filed with us against you for \$87.50 by Messrs. McLennan, McFeely & Prior, Ltd., who state that they hold no security for said claim except for contract dated June 5, 1940 for one only Model 470 Bear Dynamic Brake Tester.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

Rec'd	FEB 10 1943
File No.	
Ans.	<i>RPA</i>
Referred	<i>Alexander</i>

File No. 10735.

Lillooet, B.C.
February 4, 1943.

Mr. R.P. Alexander,
506 Royal Bank Building,
Hastings and Grenville,
Vancouver, B.C.

Dear Sir:-

Referring to your letter of February 1st. in regard to the claim of \$7.00 by the Workmen's Compensation.

② For the year of 1942, my garage was in business for only a month and a half, January and part February. Therefore, if anything is due the Compensation Board I expected it to be for just the period during which my business was in operation. However, if a yearly payment is compulsory whether the business was in operation for only part of a year, will you please pay the Workmen's Compensation Board from my personal account, the sum of \$7.00.

① Regarding the claim made by Messrs. McLennan, McKeely, and Prior Ltd., the sum \$87.50, a balance payment on the purchase of a Bear Dynamic Brake Tester. On June 10, 1942, there remained a balance of \$81.20, I made this payment on this date and have its receipt in my possession. The receipt number is 1894. I am certain that if Messrs. McLennan, McKeely, and Prior, Ltd. will look through their books, they will find that the payment on the Bear Dynamic Brake Tester has been fully paid.

Thanking you, I am

Very truly yours,

T. Sakaki

Tetsuo Sakaki
Reg. No. 01675.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO
FILE NO. 10735

Attention Mr. C. A. I. Fripp

EVACUATION SECTION	
Rec'd	FEB 19 1943
File No.	February 13, 1943.
Ans.	<i>DM</i>
Referred	<i>Ally</i>

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

Messrs. McLennan, McFeely & Prior, Ltd.,
99 E Cordova Street,
Vancouver, B. C.

Dear Sirs:

Re: Tetsuo SAKAKI and
A. & T. Auto Service

We do not appear to have received any reply from you to our letters dated January 14th, January 23rd, and February 1st in connection with a claim you may have had against the above, and we ask that you favour us by giving this matter early attention.

At the same time we would appreciate receiving your comments on the following quoted from a letter we received today from Mr. Sakaki:

"Regarding the claim made by Messrs. McLennan, McFeely & Prior, Ltd., the sum \$87.50, a balance payment on the purchase of a Bear Dynamic Brake Tester. On June 10, 1942, there remained a balance of \$81.20, I made this payment on this date and have its receipt in my possession. The receipt number is 1894. I am certain that if Messrs. McLennan, McFeely & Prior, Ltd. will look through their books, they will find that the payment on the Bear Dynamic Brake Tester has been fully paid."

Yours truly,

R. P. Alexander, Ld.
R. P. Alexander,
Manager.

RPA:MA

*We advised you Feb 11th that this amt was paid.
the other
per 00.94*

*This is seeking
have me copy of your
letter to the Custodian
re St James Service
off*

10735

22nd February, 1943.

Mr. Tetsuo SAKAKI,
Registration No. 01675,
Lillooet, B. C.

Dear Sir:

Re: McLennan, McFeely & Prior Limited

You will be pleased to hear that we have now received confirmation from Messrs. McLennan, McFeely & Prior Limited that their claim against you of \$67.50 has been paid in full.

We have not yet received any reply from the Workmen's Compensation Board in connection with their claim of \$7.00.

Yours truly,

R. P. Alexander
Manager

RPA:LF

10735

March 13th, 1943.

Mr. Tetsuo SAKAKI,
Registration No. 01675,
Lillooet, B. C.

Dear Sir:

Referring to your letter of the 4th of February, 1943, regarding the claim against you by the Workmen's Compensation Board. We have now received their reply which is as follows:-

"We acknowledge receipt of your letter of the 13th instant in connection with the amount outstanding by the above named party.

"Our Auditor's report indicates a wage expenditure of \$550.00 in 1942 for which the assessment is \$5.50. The Medical Aid deductions for the same period as reported by our Auditor shows the amount of \$1.50, making a total of \$7.00 for the time operated by Mr. Sakaki in 1942.

"If he is not in agreement with the payroll figures as indicated above, we would suggest that he forward a report of the actual wage expenditure according to his own records."

The above is self-explanatory and if you agree with their figures kindly advise us to that effect and we will make a settlement from funds at your credit with the Custodian.

Please reply at your earliest convenience.

Yours truly,

A. McAlister,
Claims Department.


AMCA:ND

MEMORANDUM

File No: 10735.

June 24th, 1943.

TO: Mr. Spain.

FROM: Mr. Green.

Re: SAKAKI, Tatsuo.

Would you please check on 2396 Cambridge Street which is one of the properties in the catalogue. The Japanese declared some garage equipment, but later on January 15th said that he had sold all the "welding and cutting equipment". I should like to know just what, if anything, is still left in the basement of 2396 Cambridge Street.

HFG:MAI.

EVACUATION SECTION	
Rec'd	JAN 14 1944
File No.	10725
Ans.	SD-24
Referred	Hillman

Registration No. 01675,
c/o Japanese Settlement,
East Lillooet, B.C.

Insurance Department,
506 Royal Bank Bldg.,
Hastings and Granville Sts.,
Vancouver, B.C.

Dear Sir:-

Re: Sum Life Policy No. 2256602

We are in receipt of your letter of January 7th in which you had informed me that you will pay the premium due December 10th last on the above policy in the sum of \$26.78.

I have made my wife obtain written authority and will forward same to you for which will you kindly pay my credit balance in my own account which amounts to \$16.82, and in the joint account of \$145.73.

Kindly pay these accounts and premiums-

Yours Truly,

T. Sakaki

Tetsuo Sakaki,
East Lillooet, B.C.

Sakae Sakaki

Signature by my wife..

Japanese Settlement,
East Linden B.C.,
April 16, 1944.

298

The Custodian's Office,
Rayne Bank Bldg.,
Vancouver, B.C.

EVACUATION SECTION	
RECEIVED	APR 19 1944
FILE NO.	10735
REFERRED	Melgorn
sent to [unclear]	

Dear Sir:-

I have received word from Mrs. J. Adams
who is renting my former 2396 Cassbridge
St home in Vancouver, that my house
has been sold. I have not received
any word about it yet so will you
give me all details about it, about
how much the house has been sold at etc.
Also I have some garage machinery
down in the basement put in
your hands. What will happen to it?

Will you answer me as soon as
possible

advised M.L. 20

Yours Truly,

Jetsuo Sakaki

Reg. # 01675

NAME SAKAI, Tetsuo

REGISTRATION NO. 01657

FILE NO. 10735

The following chattels were sold by public
auction at Vancouver, B. C. on November 28th, 1945.

Box books

\$.25

Total

(Auctioneer's Fee \$.02
Less Expenses: (Advertising .02
(Moving .03

Net Proceeds Credited:

\$.25
\$.07
\$.18

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 55

Remarks.

EXHIBIT No. 163-5
 DATE 18/2/48
 FILED BY McMaster

NAME SAKAKI, Tetsuo

REGISTRATION NO. 01675

FILE NO. 10735

The following chattels were sold by public auction at 932 Powell St., Vancouver, B.C. on June 28, 1947.

Water container	\$.30 -
Carton of miscellaneous	.50 -
Carton of gum paper	2.00
Shovel and pick	.25 -
Box miscellaneous	1.50 -
5 Odd pieces metal	1.00 -
Can and funnel	1.25 -
Towing bar and etc.	.50 -
Box of miscellaneous	.75 -
Crock and contents	.75 -
2 Oil cans	.25 -
3 Metal cabinets and wooden stand	1.25 -
Brake testing machine and steel doors	100.00 ✓
Box miscellaneous	1.25 -
3 Mechanics monkey keys	1.50
Tire changing machine	7.00 ✓
Dolly and pressure tank	10.00 ✓
6 New skid chains	3.50 ✓
Skid chains	2.50 ✓
Skid chains	5.00 ✓
Roll barbed wire	2.50 -
Large safe	114.00 ✓
Boys bicycle	11.00 -
Childs cart	.25 -
Window frame	1.00 -

Total

Less Expenses: (Auctioneer's Fees \$ 27.18
 (Advertising 5.34
 (Moving 10.78

Net Proceeds Credited:

\$	
\$	271.80 ✓
	43.30
\$	<u>228.50</u>

Members of Custodian Staff Present.

Mr. Wills

Extracted from Auctioneering List No.

Vancouver 25.

Remarks.

EVACUATION SECTION

Rec'd APR 29 1944

File No. 10735

Ans.

9/5/6

Reg. # 01675, Mrs. [unclear]
East Lillanet, B.C.,
April 28, 1944.

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

Dear Sir:-

I thank you for your letters dated April 17th and 20th. In answer to these letters about the garage equipment stored in the basement of 2396 Cambridge Street, I do not want you to auction it.

I have a \$1300 Jaw Wheel Brake Jester and some other various tools and accessories (in basement) and do not want you to auction it for it will be sold too cheaply.

You also requested me to write the various equipment I want you to send me, but as I have been evacuated from the Protected Area for about 7 years, I cannot possibly name all of the equipment I have left behind, so as to clear this whole matter up, can you give me a week's permit to Vancouver

10735

April 20th, 1944

Mr. Tatsuo SAKAKI,
Reg. No. 01675,
Japanese Settlement,
East Lillooet, B. C.

Dear Sir:-

Further to our Administration Department's letter of April 17th, we are writing to answer that part of your letter of March 31st enquiring about your garage equipment. This is still on the premises but will shortly have to be disposed of by auction unless we hear from you in the meanwhile that you wish to make some other disposition of it such as having it shipped to you or placed in commercial storage at your expense. If you wish the former to be done, please follow out the procedure given in our enclosed Form Letter.

Yours truly,

H. F. Green
Protection Department

Enc.
HFG:IF

10735

May 10th, 1944

Mr. Tetsuo SAKAKI,
Reg. No. 01675,
East Lillooet, B. C.

Dear Sir:-

Thank you for yours of April 28th stating that you do not wish your garage equipment sold at auction since the prices it would fetch would be too low. Where equipment of this kind is concerned, we usually call for tenders and only sell the equipment if a price is offered in excess of that set by a competent and unbiased appraiser.

We regret that we cannot recommend your return to the protected area for the purpose of disposing of your equipment and under these circumstances shall shortly go ahead and call for tenders unless in the meantime you make other arrangements. We have no objection to your selling any of this equipment to anyone you wish or arranging for a friend or representative to sell it on your behalf.

Yours truly,

H. F. Green
Protection Department

HFG:IF

File No. 10735

MEMORANDUM

To: Mr. Green

May 11th, 1944

From: Mr. Milson

Re: 2396 Cambridge Street.

Mrs. Adams, the present tenant and owner of the above property, states that there is some garage equipment in the basement which she would like removed immediately. Her phone number is HA 1334 Y.

GDM/GH

G. B. S.
Spain

Milson

G.B.S. Mr. Adams has bought his property from Mr. Stitarski, to whom he sold it. There is a lot of garage equipment in the basement - see Jones of 29-6-43 - think an IMMEDIATE call should be made.

N.B. and 10/5/44 - may have to call for index

Removed to 992 & auction #20
Spain

HA 1334 Y

EVACUATION SECTION

Rec'd MAY 19 1944

File No. 10730

Ans.

Referred

Tetsuo Sakaki,
Register No. 01675,
East Lillooet, B.C.

The Custodian's Office,
506 Royal Bank Bldg.,
Vancouver, B.C.

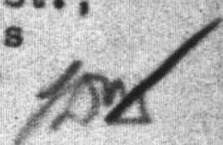
Dear Sir:-

Thank you for your letter of May 10th requesting me that you cannot recommend my return to the protected area for the purpose of disposing my garage equipment. As I have no other arrangements, I will leave the garage equipment in your hands.

The garage tools of which there is a safe, Bear Brake Test Machine, Tire Skage Chain, garage tools and some other accessories are stored in the basement of my former 2396 Cambridge home. Please send me the five gallon gasoline can painted red by freight which I have also stored in my basement.

Before I closed my garage, many of my customers account credited their money but as they have not paid back, I have left it all to Northern Credits Ltd., to collect the money after I was evacuated to Lillooet. The Northern Credits Ltd., mentions in the letter I have enclosed that they had forwarded all money collected by them to Custodian. If this is in your hands can you possibly send me that money?

The Northern Credits Co. Ltd., had collected much more money
and have forwarded same so can you send this to-gether .

I have given many letters to Mr. T. Kirkpatrick, 201 McGill St.,
Vancouver, B.C., to send me \$132.05 he still owes me yet but as
I have not received it yet can you possibly try to collect the
money from him? 

Mr. Kirkpatrick is the manager of the Shingle Saw Mill in
Vancouver.

Yours truly,



Tetsuo Sakaki.

10735

May 30th, 1944.

Mr. Tatsuo SAKAKI,
Reg. No. 01675,
East Lillooet, B. C.

Dear Sir:-

In answer to the first two paragraphs of your letter of May 19th, and further to our Administration Department's letter of May 24th, we are enclosing instructions of how to go about having the five-gal. gasoline can shipped to you. In this connection, however, we draw your attention to the fact that the B. C. Security Commission will only ship a limited class of articles as explained in their circular G/534, copy of which we are also attaching.

Yours truly,

H. F. Green
Protection Department

Encs.
HFG:IF

10735

May 31, 1944.

Mr. Tetsuo SAKAKI,
Registration No. 01675,
East Lillooet, B. C.

Dear Sir:

We have your undated letter regarding Garage Equipment
at 2396 Cambridge Street.

We have examined the equipment and believe it will bring
satisfactory prices at auction. We are arranging removal to
auction during the next two weeks. If you do not wish to sell
by auction but prefer to place in a public warehouse, we will
be agreeable to such arrangement provided the storage charges
are paid by you.

If you intend to place the equipment in a public warehouse,
we will require a prompt reply.

Yours truly,

Geo. B. Spain
Protection Department.

CBS/pls

East Lillanet, B.C.,
June 7, 1944.

The Custodian's Office,
Royal Bn. Bldg.,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	JUN 7 1944
File No.	10735
Ans.	
Referred	Green

Dear Sir;

You have asked me to (help) how you should
send my 5 gal. gas can stored in basement
of 2396 Cambridge St, will you send it to
me by freight from (P.G.E.) station to me as ^{your} earliest
convenience.

Yours Truly,
Tetsuo Sakaki
Reg. # 01675

This may go forward if easily
acceptable - enclose contents.

MEMORANDUM

File No.: 10735

June 13th, 1944.

To: Mr. Spain

From: Mr. Green

Re: Tatsuo SAKAKI

Further to yours of May 31st, you might let me know when this is moved. If at any time the five gal. gas can is easily accessible, we might make shipment at the expense of the Japanese when we have received funds from the sale of his garage equipment. If it is not easily accessible or has already been sold, I will ask him to read again more closely the enclosure to mine of May 30th.

HFG:IF

File No. 10735

MEMORANDUM

To: Mr. F. G. Shears
From: Mr. G. D. Wilson

June 22nd, 1944

Re: Tetsuo SAKAKI

Referring to the claim filed by the Alien Property Custodian & Liquidator of the Yokohama Specie Bank, Ltd., the following is a statement of the above party's assets:

Joint account with wife, Sakae SAKAKI,
File No. 10736. \$2,589.59 as at June
21st, 1944.

A small amount of garage equipment which
SAKAKI has authorized us to sell.

On June 16th, 1942 this man declared a
\$1000.00 policy with the Sun Life Assur.
Company, #2256602, Beneficiary his wife,
Sakae.

GDM/GH



Warehouse...992 Powell St.

Date...

June 27-44

FILE NO.

10735

NAME

SAKAKI T

ADDRESS

2396 Cambridge

I have examined the undermentioned articles and consider that they have no value.

- 1 Panel (damaged)
- 1 Cupboard ()
- 1 Bench H.M. (N.V.)

Auctioneer...

R. G. Sampson

The above mentioned articles have been abandoned

Wm. Wills

Wm. Wills

in auction

Warehouse...992 Powell St.

Date...*June 29-44*

FILE NO.*10735*.....

NAME.....*SAKAKI T*.....

ADDRESS.....*2396 Cambridge*.....

I have examined the undermentioned articles and consider that they have no value.

1 Ironing Board (N.V.)

2 C.C. Saws. Teeth Gone (Rusty. N.V.)

in auction

Auctioneer.....*W. G. Thompson*.....

The above mentioned articles have been abandoned

.....*W. G. Thompson*.....

COPY

BRAKE TESTING MACHINE.

I have queried Mr. Wills who informs me:-

1. The machine was advertised for public auction. Many garage and automobile people attended the auction.

2. The Price Control Board thought it was not worth more than \$100.-

It was in a rusted condition due to storage by (Sakaki) in a damp basement.

Probably made by Mr. Spain
June 1944

D

AUCTION SALE ----- VANCOUVER 25

AUCTIONS

Auction Sale

**Radios, Garage Equipment,
Household Furniture, Adding
Machine, Large Office Safe, 600
lbs. Assorted Nails, Etc.**

**Starting 10:30 a.m. Wednes-
day, June 28, Continuing
Same Hour June 29, at
992 Powell Street.**

Under instructions from the Secretary
of State of Canada, acting in his
capacity as Custodian pursuant to
the Revised Regulations Respecting
Trading with the Enemy (1943), we
will offer for sale the following:

HOUSEHOLD FURNITURE, ETC.
Beds, dressers, wardrobes, tables,
chairs, stoves, heaters, etc., 12 Eng-
lish china cups and saucers, part
English china dinner sets, new alumi-
num and enamel pots and pans,
alarm and mantel clocks, table lamps,
electric vibrators, radio gramophone
attachment, selection of new Stanley
tools, selection of new pre-war paint
brushes, fishing rods, reels and
tackle, etc., McCaskey adding ma-
chine.

Selection of mantel and console radios.

GARAGE EQUIPMENT.
1 Bear brake-testing machine, 1
Manley tire changer, selection of new
and old skid chains, 1 high-pressure
oil tank and dolly, towing bars, roll
of barbed wire, steel garage door,
metal cabinets, oil cans, large office
safe, approx. 600 lbs. of new assorted
nails, etc., etc.

The radios and household furniture
will not be sold until after 2 p.m.
Wednesday, June 28th.

The safe, garage equipment, etc., will
be sold Thursday, June 29th, starting
10:30 a.m.

Terms of sale--cash.

Thompson & Binnington Limited

Auctioneers and Appraisers
F.A.S. 5394

Published in the Vancouver Daily Province, the
Vancouver Sun and News Herald - June 28th, 1944.

This cutting taken from file Vancouver Auction Sale G/180/3

May 28th, 1948

EVACUATION SECTION	
Rec'd	JUL 24 1944
File No.	10735
Ans.	
Referred	Mulson

Tetsuo Sakaki,
Registration # 01675,
E. Lillooet, B.C.

July 22, 1944.

The Custodian's Office,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

I have found it pretty hard to support and feed my wife and six children since two years have past since I was evacuated to here where I have not found any work.

I am writing this letter to ask you to send me \$500 from the money you have received after selling my house located at 2396 Cambridge Street. I will be most obliged if you will send me all of the money (house money) at once but if this cannot possibly be done please send the \$500 immediately.

I have received my living accommodation of \$200 last month but I have not received of it for July so please send me it at your most earliest convenience as I am in greatly need of money to get along.

Yours truly,

Tetsuo Sakaki.

Tetsuo Sakaki

10735

August 7, 1944.

Mr. Tetsuo SAKAKI,
Registration #01675,
East Lillooet, B. C.

Dear Sir:

Referring to your letter of August 4th, we wish to advise that on July 26th we forwarded to you the sum of \$500.00.

Will you kindly let us know immediately if you have not received this cheque?

We have had a claim filed against you by the Alien Property Custodian and Liquidator of the Yokohama Specie Bank of Seattle for the amount of \$931.49 (United States Funds), representing Demand Note dated May 2, 1940, with interest at 5½ per cent paid to October 20, 1941.

Will you kindly advise us if this claim is correct?

Yours very truly,

G. D. Milson,
Administration Department.

GDM/FM

Jetsu Sakari Reg. #01675
East Lillseck, B.C.

Mr. G. H. Milson,
Administration Dept.,
506 Royal Bank Bldg.,
Vancouver, B.C.

EVACUATION SECTION
Rec'd AUG 15 1944
File No. 10735
Ans. ☒
Referred Milson

Dear Sir:-

In reply to your letter dated August 7
I have received the \$500 cheque you
forwarded to me sent on July 26th.

About the claim against me ^{for the} amount
of \$931.49 (National United States Funds)
with 2 1/2% interest paid to Oct 20, 1944.

I would want you to pay it from
my property money but before
you pay it please give me letter
giving details of how much money
I would have to pay.

I shall then give you permission
to pay it ^{all of money} from my property money.

Yours Truly,

Jetsu Sakari
#01675

506 Royal Bank Building,
Vancouver, B.C.

6th September, 1944

Miss Carroll,
Office of the Custodian,
Victoria Building,
Ottawa, Ontario.

Dear Miss Carroll:

The following is a list of claims received
from the Alien Property Custodian and Liquidator of the ~~Yoko-~~Yoko-
hama Specie Bank, Seattle, Washington:

	<u>U.S. Funds</u>	<u>Credit Held</u>
Teiichi Hamagaki Demand note dated Dec. 6, 1939 Interest @ 5½% paid to July 6, 1941	\$585.67	no a/c (see wife's a/c)
1-55 Ito Hamagaki (Mrs. Teiichi) Demand note dated Nov. 29, 1939 Interest @ 5½% paid to Nov. 29, 1941	800.00	\$2,893.70
Rikichi Kogota Demand note dated Feb. 16, 1939 Original amount \$23,000. Interest @ 5½% paid to Nov. 16, 1941	22,000.00	69,514.80
J. Morishita - note dated March 25, 1941	1,000.00	
J. Morishita - " " June 24, 1940	400.00	189.33
J. Morishita - " " Feb. 9, 1940	500.00	
Interest @ 5½% paid to Sept. 8, 1941, Aug. 3, 1941 and Aug. 9, 1941 respectively		
Tetsuo Sakaki Demand note dated May 2, 1940 Interest @ 5½% paid to Oct. 20, 1941	931.49	228.50

We have noted above the amount of the credit
balance which this office holds in connection with the accounts concerned
and we are making a notation in our ledger to hold a sufficient amount to
cover the claim where this is possible.

Where there are funds available and we are able to
secure the acknowledgment of this debt from the Japanese concerned, will
you kindly advise whether or not we should remit the amount in question to
Ottawa.

Miss Carroll

In regard to Tetsuo Sakaki, he advised us that the claim is in order and instructs us to pay it from the money which we are holding. This you will note amounts to \$228.50 but he has an amount of approximately \$1,000.00 due to him as a half share from the sale of property formerly owned jointly by Sakaki and his wife.

The matter of interest will of course vary until actual payment is made.

Yours truly,

F. G. Shears,
Director.

FGS/PMH

EVACUATION SECTION

Rec'd SEP 20 1944

File No. 10735

Ans.

Referred Milson

FILE # 10735

Tetsuo Sakaki,
Sakai Sakaki, (wife)
East Lillooet, B.C.

Mr. G. D. Milson,
Administration Dept.,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

I have received your letter dated September 14, thank you. Referring to the funds of the sum of \$1201.51, towards payment of my claim, I would advise you to pay this sum from the proceeds of the sale of my property together with the proceeds of the Brake Testing Machine and garage tools which you have collected.

As I am moving to Revelstoke before the end of this month with my family, I have to build a house and need money so please send the proceeds of my property money and money collected after selling my garage tools and Brake Testing Machine at a auction sale after paying the above sum of \$1201.51.

I would want a receipt made out that I have paid this claim and also the papers I had signed which the Yokohama Specie Bank has.

Yours truly,

Tetsuo Sakaki, Reg. # 01675

(signatures)

Tetsuo Sakaki

Sakae Sakaki(wife) Reg. # 01627.

Sakae Sakaki

205760
970 21
1055 3

231 50

Registration # 01675,
East Lillooet, B.C.,
September 12/44.

The Custodian's Office,
Royal Bank Building,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	SEP 14 1944
File No.	10735
Ans.	280
Referred	Milson

Dear Sirs:-

I have planned to move to Revelstoke before the end of this month. I have found that at the present there are no vacant house that we can move into, so I will have to build a home for my family. I will need money for this building of the house and moving to Revelstoke.

I am writing this letter to ask you to send me the balance of money left after you have sold my former home situated on 2396 Cambridge, Vancouver.

I have a Brake Testing Machine and other garage equipment stored in the basement of 2396 Cambridge street home. Can you tell me what had happened to it, whether it had been sold or is still there, etc. If it had been sold, will you immediately send all of it's money together with the house money.

Yours truly,

T. Sakaki
Mr. Tetsuo Sakaki

10735

September 14th, 1944

Mr. Tetsuo SAKAKI,
Reg. No. 01675,
East Lillooet, B. C.

Dear Sir:

Referring to your letter of September 12th requesting funds, we would refer you to our letter of September 6th in which we advised you that we are holding the sum of \$1201.51 towards payment of the claim made by the Alien Property Custodian & Liquidator of the Yokohama Specie Bank, Ltd., Seattle, which you acknowledge as being correct, and stated you wished paid from the proceeds of the sale of your property. This will take nearly all the money due you in this connection, but one-half the proceeds of the sale of the property is available to your wife, Sakae.

Your Brake Testing Machine and other garage equipment have been sold at auction and the proceeds have been credited to your account, a statement of which will be forwarded to you in due course.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

EVACUATION SECTION	
Rec'd	NOV 1 1944
File No.	10735
Ans.	<i>[Signature]</i>
Referred	<i>Melson</i>

Registration # 01675,
P.O. Box 754,
Revelstoke, B.C.
October 28, 1944.

The Alien Custodian's Office,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:-

I Had given you permission to pay the Yokohama Specie Bank, \$1200 and some odd cents from the money collected after you sold my home. (2396 Cambridge St., Vancouver, B.C.) Have you paid this amount at the Yokohama Specie Bank yet? If you have already paid this amount to them please give me this receipt.

I have received your last letter stating you have sold my garage equipment which was stored in the basement of my former home. (2396 Cambridge Street) Also in the last letter you had stated that I will shortly hear from you about the money collected after auctioning of my garage equipment but since then I have not heard from them or received a letter.

As I need money for my children's necessities and as my wife and I need replacement of our teeth will you send the money you collected after auctioning of my garage equipment immediately.

Please send my wife's and my statement concerning how much money there is left after auctioning my home.

Yours truly,

Peterson Sakaki
~~Peterson Sakaki~~

10735 & 10736

November 4th, 1944

Mr. Tetsuo SAKAKI,
Reg. No. 01675,
P. O. Box 734,
Revelstoke, B. C.

Dear Sir:

As requested in your letter of October 28th, enclosed find cheque for \$89.59 payable to you and your wife, Sakae SAKAKI. This is the balance of your joint account with us.

In regard to the claim of the Alien Property Custodian & Liquidator of the Yokohama Specie Bank for \$1201.51, we are holding this amount in our Suspense Account until such time as further instructions are received from the Custodian at Ottawa.

Attached find a statement of the chattels which were sold at auction, and the amount credited to your account.

A detailed statement of your account will be sent within the course of a few days.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

Enc.

Please note that there is no money to the credit of your personal account.

Registration # 01675,
P.O. Box 734,
Revelstoke, B.C.

December 12. 1944.

The Custodian's Office,
506 Royal Bank Building,
Hastings And Granville Sts.,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd DEC 13 1944	
File No. 10735	10736
Ans.	
Referred	<i>Milson</i>

Dear Sir:-

I had received a letter that you had auctioned my Brake Testing Machine which was stored in the basement of 2396 Cambridge home. A few days later I had received word that it was auctioned at a price of \$100.

I had bought that Brake Testing Machine an year and a half years ago and still has an value of \$1000. Are you sure there is no mistake about this sale of this machine which costed about a thousand dollars. I had only used it for an year and a half so it is not very old.

I will be very much grateful if you check up on this and let me know soon,

Thank you,

Yours truly,

T. Sakaki
Tetsuo Sakaki.

*Brake Testing Machine \$1000-
+ Steel frame
advertised*

*Auction # 25
June 25-44*

MEMORANDUM

December 15th, 1944

To: Mr. Spain

From: Mr. Gibson

File No. 10735 & 10736

Re: Tetsuo & Sakae SASAKI

Will you please advise if there are any
chattels belonging to the above named remaining at
2396 Cambridge Street, Vancouver, B.C.

H. Turner

SMG:KT

*No chattels remain at
the above mentioned address*

*Spain
Policy not renewed
KT*

10735

December 19, 1944

Mr. Tetsuo SAKAKI,
Reg. No. 01675,
P. O. Box 734,
Revelstoke, B. C.

Dear Sir:

Referring to your letter of December 12th in regard to the auction of your Brake Testing Machine, we have investigated the matter and beg to advise as follows:-

1. The machine was advertised for public auction. Many garage and automobile people attended the auction.
2. The Price Control Board thought it was not worth more than \$100.00.
2. It was in a rusted condition due to storage by you in a damp basement.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

File 10735.

MEMORANDUM

July 10th, 1945.

TO: Mr. Dusenbury
FROM: Mrs. McArthur

Re:- S & T. Auto Supply Co.
Tetsuo SAKAKI

It appears that a list of Accounts Receivable has been sent to The Northern Credits Ltd. Birks Building, Vancouver, although no evidence appears to be on file. Would suggest that you get in touch with them in order to find out the full amount of SAKAKI's debtors' claims, and how much is still to be collected. The claims sheets do not indicate the claims lodged against SAKAKI and the relationship between the S. & T. Auto Supply Co., and T. SAKAKI is not clear. It is probably a trade name, although it could be a partnership in which another Japanese has some interest.

AGMcA/DD.

[Handwritten signature]

23-1-48
B

10735

May 7th, 1947

Mr. Tetsuo SAKAKI,
Reg. No. 01675,
Box 734,
Revelstoke, B.C.

Dear Sir:-

In a review of your file and account it is noted that you have to your credit with the Custodian the sum of \$11.17 derived from collections by Northern Credits Ltd. in respect to Accounts Receivable.

In order to close out this small balance on our books we are enclosing herewith our cheque for \$11.17 payable to your order and would ask that you acknowledge receipt of same.

It is also noted that there is the sum of \$1201.51 being held to cover a claim by the Alien Property Custodian and Liquidator of the Yokohama Specie Bank, Seattle, Washington.

It is anticipated that a full report of your affairs which have come under the control of the Custodian will be sent to you at a later date.

Yours truly,

B.R. Dusenbury,
Office of the Custodian.
per:

DD.
Enc. 1.

EVACUATION SECTION	
Rec'd	FEB 17 1948
File No.	10735/10736
Ans.	
Referred	<i>Ausenberg</i>

Your file no. 10735 & 10736.

P. O. Box 734,
Revelstoke, B.C.,

February 15th, 1948.

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

Dear Sir:

I have a savings account with the Yokohama Specie Bank Ltd., Seattle. The amount of the demand note dated May 2, 1940 was \$931.49. Interest and premium on that amount up to September 30, 1944 was \$270.02 making the total amount which was due to \$1201.51.

You had followed my instructions as requested in my letter of October 18th, 1944 and deducted the full amount of \$1201.51 from the money received in the auction of my chattels during that same year. I have been informed in your letter of November 4, 1944 that this amount of \$1201.51 was held in your Suspense Account until such a time as further instructions are received from the Custodian at Ottawa. I have not received from you any word concerning this matter--whether you had forwarded this amount elsewhere or are still holding it in your Suspense Account. If the latter is true, would you return that amount to me for I wish the above bank to deduct same from my savings account I have with them. Kindly give me information concerning this matter at your earliest convenience.

I would like to have the savings account book no. 40250 which the Yokohama Specie Bank failed to return to me. If this matter of my unreturned bank book cannot be explained by you, would you inform me as to where I can ask for the explanation.

Yours truly,

Tetsuo Sakaki
Tetsuo Sakaki (Reg. no. 01675)

\$1201.51

10735
10736

506 Royal Bank Bldg.,
Vancouver, B.C.,
February 17, 1948.

K.W. Wright, Esq.,
Counsel to the Custodian,
Office of the Custodian,
Victoria Bldg.,
7 O'Connor St.,
Ottawa, Ont.

Dear Mr. Wright:

Re Tetsuo SAKAKI, Reg. No. 01675

We are enclosing herewith copy of a letter from the above Japanese. We have underlined the portion of the letter for which we would like a reply.

On 6th September, 1944, Mr. Shears wrote to Miss Carroll, giving a list of claims received from the Alien Property Custodian and Liquidator of the Yokohama Specie Bank, Seattle, Wash. and included in this list was a claim against Tetsuo SAKAKI. We received in reply, a letter from Mr. G.W. McPherson to Mr. Shears, dated September 20, 1944 and are enclosing a copy of this letter to facilitate your reply without the necessity of looking it up.

Will you please inform us whether it is possible for us to comply with the request of Tetsuo SAKAKI for the return of the amount - \$1201.51 which we are now holding in Suspense Account in the Enemy Section of our ledgers, as apparently he wishes the Yokohama Specie Bank to deduct this amount from the savings account which he says he has in their bank. He is of course, making an attempt to get the \$1201.51 from us as we have no doubt he is experiencing difficulty in getting the amount of his savings account from the United States Custodian.

Your advice will be appreciated.

Yours very truly,

B. Good
Comptroller.

BG/CN
Encl.

FILE # 10735

MEMORANDUM

March 2, 1948.

TO: Mr. B.R. Dusenbury

Case #163

FROM: F.G. Shears

Re: Tetsuo SAKAKI

This is the file concerning the ^{make} ~~break~~ testing machine
sold at auction to which I referred yesterday.

Will you please try to make further enquiries in
regard to this matter from our field men.

F.G. Shears

Director.

FGS/GH

Mr. Wills remembers the occasion but does not know why there was no appraisal as he was not in charge of that end of the situation. He remembers that the warehouse was particularly full at the time and that pressure was being brought by the City authorities to keep the contents in better shape. He thinks that perhaps this brought about the Auction in June 1944. His recollection is that the testing machine brought a reasonable price at the sale.

BRS

10735
10736

506 Royal Bank Building,
Vancouver, B. C.
March 6th, 1948

Mr. K. W. Wright,
Counsel to the Custodian,
Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

Dear Mr. Wright:

Re: Tetsuo SAKAKI, Reg 01675

We wrote you on February 17th with reference to the above and the amount of \$1,201.51 held by us against claim of Yokohama Specie Bank, Seattle.

Will you please let us have a reply so that we may pass the information to Sakaki.

Yours very truly,



B. Good

Comptroller

BG:BK

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

ADDRESS ALL
COMMUNICATIONS
TO THE
CUSTODIAN'S OFFICE

PLEASE REFER
TO

FILE NO. J-9
Legal Section
KWW/MC

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

March 24, 1948.

B. Good, Esq.,
Comptroller,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Re: Tetsuo SAKAKI, Reg. No. 01675
and Yokohama Specie Bank - Seattle
Your File Nos. 10735, 10736

Dear Mr. Good:

We have for acknowledgment your communications of the 17th ultimo and 6th instant, and regret that we have not had an opportunity to reply earlier.

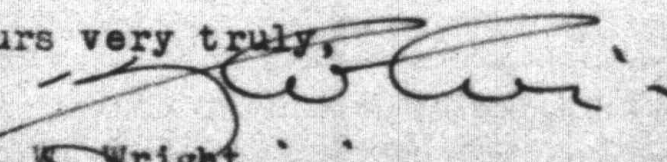
We note that your letter of February 17 states in part as follows:

"He is of course, making an attempt to get the \$1201.51 from us as we have no doubt he is experiencing difficulty in getting the amount of his savings account from the United States Custodian."

Before reaching a decision we would appreciate receiving complete information as to the savings account held by the above named in Seattle. Is this amount sufficient to meet or reduce the claim of the Alien Property Custodian?

Please let us hear from you.

Yours very truly,


K. W. Wright,

Counsel to the Custodian.

10735

April 2nd, 1946

Custodian of Alien Property,
Seattle, Washington.

Dear Sirs:

Re: Tetsuo SAKAKI, Reg. No. 01675 and
Yokohama Specie Bank, Seattle, Wash.

On 6th September, 1944 you lodged a claim with us against the above Japanese for \$1,159.99 being amount of demand note dated May 2, 1940 - \$931.49 plus interest at 5½% to October 20th, 1941 - \$228.50 in favour of Yokohama Specie Bank, Seattle, Washington.

Sakaki has now written us claiming that he has a savings account, number 40250, for which the Yokohama Specie Bank has failed to return to him his pass book. He states that he wishes the amount of his note deducted from the balance in his savings account, but when he registered with this office in June, 1942 he did not declare any such bank account.

We should be much obliged if you can inform us whether Sakaki's statement is true that he has a bank account in the Yokohama Specie Bank and also if you could let us know the amount of this balance and whether the note in question with accrued interest can be charged to this account in settlement.

Yours very truly,



S. Good
Comptroller

SG:RK

10735

May 28th, 1948

McLennan, McFeely & Prior,
99 E. Cordova St.,
Vancouver, B. C.

Dear Sirs:

Attention: Automobile Accessory Department

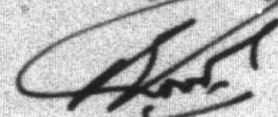
Re: Tetsuo SAKAKI, Reg. No. 01675

Further to the writer's conversation with you yesterday the above Japanese states that he purchased from your firm on the 5th June, 1940, under Conditional Sales Agreement, one only Model 470, Surface Bear dynamic brake tester for the sum of \$925.00. We understand from yesterday's conversation with you that this price did not include installation.

The equipment was apparently used from the date of purchase until the 6th March, 1942 and was sold by us on the 28th June, 1944.

We would appreciate if you would let us have your opinion in writing of the value of this machine as at the 28th June, 1944.

Yours very truly,



B. Good
Comptroller

BG:SK

1988
 A.B.C. AND BY EDITION
 BENTLEY'S AND
 WESTERN UNION

HEAVY DUTY WAREHOUSE NO. 2
VANCOUVER, B.C.

HEAVY DUTY WAREHOUSE NO. 5
VANCOUVER, B.C.

HEAD OFFICE, 85 GORDON ST. EAST
VANCOUVER, B.C.

RETAIL STORE & WAREHOUSE
VICTORIA, B.C.

RETAIL STORE & WAREHOUSE
NEW WESTMINSTER, B.C.

ADDRESS ALL COMMUNICATIONS TO THE COMPANY AND NOT TO INDIVIDUALS

J. M. Stalker.
Manager.
Automotive Department.

JMS/FF

Brake Testing Machine.

I have queried Gen Wells who informs me.

1. The machine was advertised for public auction, many garage and automobile people attended to auction
2. The Price Control Board thought it was not worth more than ~~the~~ ~~price~~ \$100-
3. It was in a rusted condition due to storage by (Sakaki) gun in a damp basement.

2. The Price Control Board thought it
was not worth more than ~~the~~
~~cost of~~ \$100.-

3. It was in a rusted condition
due to storage by (Sakaki) gun
in a damp basement.

Probably made by W. Spain
Jan 1944

June 1944



File
10735
10736

Tetsuo SAKAKI, Reg. No. 01675
Sakae SAKAKI, Reg. No. 01627

February 4, 1948

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944 Nov. 15-	S & J. Auto Service collection charges	2.17	6.00	
1945 Jan. 15-	S & J. Auto Service collection charges	3.33	5.00	
July 10-	S. & J. Auto Service collection charges	5.48	10.97	
1946 Feb. 20	Auction #55 Expenses	.07	.25	
1947 March 7-	Cheque to you	11.17		
		<u>22.22</u>	<u>22.22</u>	<u>NIL</u>

File No. 10735 & 10736
Reg. No. 01675 & 01627

Tetsuo & Sakae SAKAKI

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 November 21	Rents collected Commission	\$ 1.00	\$ 20.00	
December 9	Rents collected Commission	1.00	20.00	
1943 January 14	Rents collected Commission	1.00	20.00	
February 16	Rents collected Commission Repairs & Maintenance Sundry	1.00 6.70 7.00	20.00	
February 19	Transfer of funds to pay taxes Ck 1853 - City of Vancouver 1942 taxes \$105.46 & Int. 82¢	106.28	49.28	
March 15	Rents collected Commission	1.00	20.00	
April 12	Rents collected Commission	1.00	20.00	
April 16	Ck 2771 - Certificate of Encumbrance - Vancouver	1.00		
May 11	Rents collected Commission	1.00	20.00	
June 10	Rents collected Commission	1.00	20.00	
July 14	Rents collected Commission	1.00	20.00	
August 3	Ck 3594 - Payment of automatic loan against Sun Life Policy # 2256602	41.57		
August 9	Rents collected Commission Sundry	1.00 7.00	20.00	

File 10735 & 10736

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 September 13	Rents collected Commission	\$ 1.00	20.00	
October 16	Rents collected Commission	1.00	20.00	
November 15	Rents collected Commission	1.00	20.00	
December 16	Rents collected Commission	1.00	20.00	
January 18	Rents collected Commission Repairs & Maintenance	1.00 1.75	20.00	
January 20	Ck - Taxes 1943 on 2396 Cambridge St. Premium on policy # 2256502	105.46 26.78		
February 10	Rents collected Commission Sundry	1.00 7.00	20.00	
March 10	Rents collected Commission	1.00	20.00	
March 27	Ck 9012 - City of Vancouver - balance taxes	.38		
April 17	Rents collected Commission	1.00	20.00	
May 5	Sale of 2396 Cambridge St. Registration fees Valuation fee Closing adjustments Commission Advertising	13.80 5.00 45.97 145.00 4.00	2,900.00	
May 12	Rents collected Commission	1.00	20.00	
June 9	Tetsuo & Sakae SAKAKI	200.00		
July 13	Ck 1062 - Sun Life Assurance premium	22.68		

Files 10735 & 10736

- 3 -

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944	July 19 Ck 1157 - Bowman Storage - cartage & packing	\$ 1.25	\$	\$
	Ck 1158 - Pacific Great Eastern - express	.56		
	July 22 Charge for opening safe	1.50		
	July 28 Ck 1275 - T. & S. SAKAKI	500.00		
	September 21 Ck 2275 - T. & S. SAKAKI	1,000.00		
	November 6 Ck - transfer re claim of Yokohama Specie Bank	970.01		
	Ck - T. & S. SAKAKI	89.59		
				NIL

File
10735
10736

Tetsuo SAKAKI, Reg. No. 01675
Sakae SAKAKI, Reg. No. 01627

February 4, 1948

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944 Nov. 15-	S & J. Auto Service collection charges	2.17	6.00	
1945 Jan. 15-	S & J. Auto Service collection charges	3.33	5.00	
July 10-	S. & J. Auto Service collection charges	5.48	10.97	
1946 Feb. 20	Auction #55 Expenses	.07	.25	
1947 March 7-	Cheque to you	11.17		
		<u>22.22</u>	<u>22.22</u>	<u>NIL</u>

File No. 10735
Reg. No. 01675

Tetsuo SAKAKI

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 September 30	Ck - Northern Credits accounts collected Commission	\$ 66.30	\$ 132.62	
December 28	Transferred from car account "		67.56 190.24	
1943 January 19	Collections for auto service Commission	4.00	8.00	
February 2	Ck 1657 - T. SAKAKI	175.00		
February 19	Transferred to joint account to pay taxes	49.28		
March 17	Ck 2243 - T. SAKAKI	75.00		
March 29	Ck 2421 - settlement of account	7.00		
June 5	Northern Credits - collections to May 31/43 Commission	7.35	14.71	
July 6	Ck 4049 - premium on life insurance policy # 2256602	20.88		
October 9	Collection re auto service		8.50	
1944 March 7	Northern Credits - collections Commission	6.42	12.85	
May 26	Ck - Tetsuo SAKAKI	23.25		
August 1	Proceeds from Auction Sale		228.50 ✓	
September 7	Northern Credits - collections Commission	3.00	6.00	
November 6	Transfer re claim of Yokohama Specie Bank	231.50		

NIL

BRIEF

Vernon
18 Feb. 48

Notes in Defence

Tetsuo SAKAKI

File No. 10735

Case No. 163¹

Claims:

1. Land and Buildings
2. Chattels

Claim 1:-

		Sold for	Claim
Land & Bldgs.	5,000.00	2900.00	2100.00

Johnson Revere & Watson app.

Claim 2:-

Chattels	3255.00	Sold for	Claim
Equipment, etc.	1360.00	Auction 271.80	202
Autos	1895.00	Tender 615.00	322 2368.20

*Johnson Revere & Watson
with app. and
McGinnis & Co. 1*

Trans. P. 9 Brake Tester. - See letter on file from Mc & Mc re F.M.V. at time of sale.

*apert 49.
see Clipping re ad. of Tester
June 1944 on claim file 3*

Submission: Real and Personal Property sold for F.M.V. except the Brake Tester.

RWN/mw

10735

October 24th, 1950.

Mr. Tetsuo SAKAKI,
R. R. #1,
Kamloops, B. C.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 163

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 ... \$936.94.

Cheque in your favour is enclosed for \$934.89 and we have paid the Co-Operative Committee .. \$ 2.05 for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS/js
1 encl.

Name of Claimant **SAKAKI, Tetsuo**
 Custodian File **10735**

Case **143**

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
2900.		\$500.00	Special							500.00
<u>PERSONAL PROPERTY</u>										
Motor Vehicles				Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
615.	153.75						153.75			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
325.	142.30	42.69		Special by Commissioner	216.50 24.00			240.50 42.69		
TOTAL RECOMMENDATION										936.94

CASE NO. 163.

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

JAPANESE PROPERTY CLAIMS COMMISSION.

B E F O R E
(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

10

Vernon, B. C.,
February 18, 1948.

IN THE MATTER OF THE CLAIM OF
TETSUO SAKAKI.

PROCEEDINGS AT HEARING.

20

APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
Dominion Government.

R.J. McMASTER, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

D.J. HANDFORD, Esq.,

Official Interpreter.

T.P. HORROBIN, Esq.,

Official Reporter.

30

T. Sakaki,
In Chief.

MR. McMASTER: My lord, with regard to the claim form, on the back of it on the claim for chattels, I would ask to amend the following items appearing in the list; No. 4, from \$925.00 to \$875.00; No. 5, from \$125.00 to \$100.00; and No. 7, from \$300.00 to \$200.00; and No. 8, from \$250.00 to \$150.00. His claim is for \$3,255.00 less the proceeds from the Custodian. The gross proceeds were \$826.80, is that correct, Mr. Hunter?

10 MR. HUNTER: I think it is more, \$886.80.

MR. McMASTER: \$886.80.

THE COMMISSIONER: The net proceeds were only \$560.17.

MR. HUNTER: No. I don't know where they get that.

MR. McMASTER: Probably from the statement he received.

THE COMMISSIONER: There seems to be a considerable difference there.

TETSUO SAKAKI, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

20 DIRECT EXAMINATION BY MR. McMASTER:

Q Witness, in the claim form you show as credit by the Custodian with regard to your personal chattels a gross of \$826.80, and a net of \$560.17. Where did you get those figures from?

MR. McMASTER: Oh, I think I know, my lord. They paid off a lien in connection with his cars. That is what it is.

THE COMMISSIONER: You do not wish an answer to that question, Mr. McMaster?

30 MR. McMASTER: No, my lord.

3

T. Sakaki,
In Chief.

Q Witness, did you request me to draw this statement with regard to the house with respect to which you are making a claim?

A Yes.

Q Would you be good enough to sign it, please?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

Q Could you identify these pictures, witness?

A These are pictures of his house.

10 Q Yes, taken approximately when?

A 1941.

Q The car that is standing outside of the house, is that the car you are claiming with respect to?

A No, that is not the car.

MR. McMASTER: I would ask to file these pictures as Exhibit 2.

(PICTURES MARKED EXHIBIT NO. 2).

MR. McMASTER: My lord, I am drawing attention to this statement, Exhibit 1. The Reporter doesn't need to
20 take this down. (Reading).

Q Now, witness, prior to your evacuation, what business were you engaged in? At Gasoline garage and repair business.

Q Did you own the gas station that you worked at?

A Yes.

Q And how long had you operated it?

A He operated the same business in the same place for sixteen years.

Q And who did the mechanical repairs at your gasoline station? At A repair man.

30

T. Sakaki,
In Chief.

Q Did he himself do any repair work?

A He is capable of doing repairs but most of his time is taken in the office and in watching the operations.

Q Was it a fairly large garage?

A Yes. In further explanation of "large", it would take about 7 or 8 vehicles.

Q Did you instruct me to prepare this statement (producing) with regard to the personal chattels for which you are claiming?

A Yes.

Q Are the statements in it true to the best of your knowledge and recollection?

A Yes.

Q Will you sign that, please?

MR. McMASTER: I will file that as the next exhibit, my lord.

(STATEMENT MARKED EXHIBIT NO. 3).

Q Witness, I produce to you the reports purporting to be R.C.M.P. receipts and letters from the Custodian advising as to the sale price of the three motor vehicles with respect to which you are claiming. Do those relate to those two automobiles and wrecking truck for which you are claiming?

A Yes.

MR. McMASTER: I would just file those, if I might, my lord. My friend has copies of those.

(DOCUMENTS MARKED EXHIBIT NO. 4).

MR. McMASTER: My lord, I would like to draw attention to Exhibit 3 and the fact that this man was in the

5
T. Sakaki,
In Chief.

garage business as is indicated. He states he purchased this Plymouth coupe and Graham coupe for the purposes of re-sale at the prices shown there, that he overhauled both of them for that purpose, and states their value at the date of evacuation of their sale value at those figures. The wrecking truck he states he bought in 1937 for his own use in the garage and that he did considerable work on it in putting it in condition for this purpose, but the appearance of the body was not good although it was mechanically A-1. With regard to the Bear Dynamic Brake-Tester, he states he purchased it in June, 1940. I would like to produce to my friend the conditional sales agreement with respect to that.

10
THE COMMISSIONER: That is to say it was bought new in 1940?

MR. McMASTER: Yes, my lord.

20
Q Witness, does this conditional sales agreement relate to the Dynamic Brake Tester for which you have made a claim? At Yes.

MR. McMASTER: That is a receipt, my lord, dated June 5th, 1940, from McLennan, McFeely & Prior Limited, showing one only model 470 surface Bear Dynamic Brake Tester, cash selling price \$925.00, and then they add certain carrying charges and it is marked paid. Would you like it in?

MR. HUNTER: I don't care. It is in your statement.

MR. McMASTER: Does it need to be filed, my lord?

30
THE COMMISSIONER: I do not know that it does. Mr. Hunter,

do you want it in?

MR. HUNTER: No, my lord.

MR. McMASTER: Q: Witness, I produce to you another conditional sales agreement with respect to a used Plymouth coupe. Does that relate to the Plymouth coupe with respect to which you are making a claim? A: Yes.

10 MR. McMASTER: My lord, this is a conditional sales agreement dated November 21st, 1941, between the claimant and the Bagg Motor Company Limited covering a used Plymouth coupe, serial number 9578429, motor number P-4349388, year and model, 1937. The cash price is shown as \$725.00 to which are added certain charges as carrying charges. I show that to my learned friend.

THE COMMISSIONER: Dated 1937, did you say?

MR. McMASTER: No, my lord, the agreement is dated November 21st, 1941, but it is for a 1937 car.

20 Referring back to the claimant's statement, with regard to the safe, he bought it for about \$30.00. It is described both here and in the auction sheets as a large safe and he doesn't recall exactly how much he paid for it, but he is more than satisfied that he himself would have been willing to pay \$200.00 for it in 1942.

30 The ten skid chains, you will notice, were part of his stock-in-trade and were unused and he states it is the wholesale price in his claim. He has not gone through all the other articles listed, my lord, and I would ask to file the

7
T. Sakaki,
In Chief.

auction sheets as the next exhibit.

THE COMMISSIONER: Very well.

MR. McMASTER: There is only one auction sheet, isn't there?

MR. SHERARS: Yes.

(AUCTION SHEET MARKED EXHIBIT NO. 5).

10 MR. McMASTER: Now the automobiles, of course, were left with the R.C.M.P. The other articles were stored in his basement at 2396 Cambridge Street, and he declared them on his J.P. form. He asked the tenant to keep an eye on them and she said she would, but would not be responsible if they were stolen. Then the basement of his house as is shown in the other form had a concrete basement with a good furnace in it, and he can't understand any allegation that the equipment deteriorated by reason of being in a damp basement which was the tenor of the letter written by the Custodian's Office. Your witness, Mr. Hunter.

20 MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value and it is submitted that the personal property was sold for its fair market value.

THE COMMISSIONER: No question of lost property here?

MR. HUNTER: No, my lord. I file this chattel summary, as amended.

(CHattel SUMMARY MARKED EXHIBIT NO. 6).

MR. HUNTER: Where we have copies of these appraisals, do you wish them filed now or later, my lord?

30 MR. McMASTER: I didn't get a copy.

T. Sakaki,
Cross-Exam.
Discussion.

THE COMMISSIONER: It might be of some assistance if they were filed now. They would have to be proven later.

MR. McMASTER: Yes, of course.

THE COMMISSIONER: I think it would be helpful now if they were filed.

MR. HUNTER: That is what I was thinking of, my lord. Obviously the contents will have to be proven later, but it might give you a fair idea of what we are both talking about.

10

THE COMMISSIONER: Yes. After all, both of you have that information before you at the present time.

MR. HUNTER: Yes. I will file a copy of the appraisal of Johnson, Reeve & Watson, my lord, dated the 19th of July, 1942.

THE COMMISSIONER: Who is it made by -- Reeve?

MR. HUNTER: It is made by Reeve.

THE COMMISSIONER: What is his appraisal?

MR. HUNTER: \$2750.00, my lord.

20

MR. McMASTER: Do you mind giving the date of the sale?

MR. HUNTER: March 23rd, 1944, \$2900.00.

(APPRAISAL MARKED EXHIBIT NO. 7).

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Sakaki, the fire place was a dummy fire place?

A Yes, it was an imitation fireplace--electric.

Q The furnace had only two hot air shafts?

A He remembers three hot air ducts.

Q Where were they? A: He thinks

30

there are possibly four, but there were three, anyway?

T. Sakaki,
Cross-Exam.

one in the kitchen, one in the parlour and one in the hall near the bathroom.

Q No heat upstairs? At No, not heat upstairs.

Q Was the wash basin cracked when you left?

A No, it wasn't cracked when he left.

Q When did you leave?

A 1942, around the 1st of February, 1942.

Q It was your own tenant who was in there, was it, after you left? At Yes.

MR. HUNTER: My lord, the credit that shows on here, the gross proceeds, \$2900.00, on the claim form, I don't know whether that came to your attention --

THE COMMISSIONER: No.

MR. HUNTER: --the actual amount shown?

THE COMMISSIONER: No reference was made to it. Oh, I see it.

MR. HUNTER: Yes. This brake tester, my lord, as you will have probably noticed from the chattel analysis, was sold at auction. If this article is as claimed, it would be unusual for an article of that value to be sold at auction, and it would appear that the price received was low.

THE COMMISSIONER: Yes, on the face of it, it does.

MR. HUNTER: Normally these things were appraised and sold by tender, and in fairness to the claimant, if what he states is correct, it does appear he did not receive the fair market value for that particular item. That is all, my lord.

30 THE COMMISSIONER: In view of your concession that the

T. Sakaki,
Cross-Exam.

fair market value was not realized on that brake tester, will you perhaps have something later to say as to what the fair market value would have been at that time?

MR. HUNTER: We shall have to endeavour to find that, my lord. I don't know what it would have been, but it would appear to have been higher than the amount received if the facts are as stated.

10 THE COMMISSIONER: Do you understand what has been said by Government counsel, Mr. Sakaki? I would like you to translate the effect of what Government counsel has said in regard to the brake tester, Mr. Handford.

(Interpreter to the Witness).

20 THE COMMISSIONER: It just occurs to me that these photographs might have some sentimental value to the claimant. I have made a note of what they are. I do not see very much purpose in retaining them on file as exhibits unless Government counsel wants them.

MR. HUNTER: No, my lord.

THE COMMISSIONER: Then I will let him have them back. That is all, thank you, Mr. Sakaki.

(Witness aside)

THE COMMISSIONER: We will adjourn now until 2:30.

(PROCEEDINGS ADJOURNED SINE DIE)

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

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