

13867

File 13867

This file is connected with file 5112.

Case rejected.

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: Mrs. Miki Moriyama,

HOME ADDRESS: Keefers, B. C.

REGISTRATION NUMBER 02715

SEX: female

AGE: 63.

OCCUPATION: Manager of a farm.

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

EMPLOYER:

MARRIED? Widow of late Yenzabouro Moriyama.

NAME OF WIFE OR HUSBAND:

ADDRESS OF WIFE OR HUSBAND:

NAMES OF ANY LIVING CHILDREN: Sarah M. Endo, Fredric K. Moriyama,
Mary Amy Moriyama, Adam K. Moriyama.ADDRESS OF CHILDREN: Keefers, B. C. (Mrs. Sarah M. Endo, R. R. No3.
Kelowna, B. C.)

AGE OF CHILDREN: S.B.26; F.K.M.24; A.K.M.21; M.A.M.19 yr.

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

1. LOCATION AND DESCRIPTION:

2. BUILDINGS AND OTHER IMPROVEMENTS:

3. INSURANCE (Give particulars; state where policies are)

4. TAXES (Amount and where payable)

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

6. OCCUPANCY AND LEASES (If vacant so state)

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

2. LANDLORD'S NAME AND ADDRESS:

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

4. STATE WHEREABOUTS OF LEASE:

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

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

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

CLAIM ON ANY SUCH PROPERTY

4. INSURANCE CARRIED ON ABOVE PROPERTY:

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS:

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
(TO: Mrs. Miki Moriyama, Keefers, B. C.) from Katsuiji Nakashimi, of
231 Wood Street, New Westminster, B. C. (fisherman) the sum of
seven hundred and twenty-three dollars and eighty-two cents.
(\$723.82) having the chattel mortgage of his fishing possessions
as stated and signed.

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

8. BANK ACCOUNTS:

9. LIFE INSURANCE:

10. INTEREST IN ANY ESTATES OR TRUSTS:

11. SAFETY DEPOSIT BOX:

LIABILITIES:

1. PERSONAL DEBTS:

2. TRADE DEBTS:

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

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

Dated this 9 day of Feb 1943

(Signature) *Miki Moriyama*

C. J. Hannoh
Witness

FOR DEPARTMENTAL USE

13867

INFORMATION FROM R.C.M.P.

Date

Aug 20/43
Jan. 14/43

Full Name

MORIYAMA, Miki (Mrs. Yenzaburo)
(Surname in Block Letters)

Registration No.

02715

Male - Female
(check)

Age Oct. 2, 1880.

Former Address

Kelowna, B.C.
1152 Union Street, Vancouver, B.C.

Date Evacuated

Mar. 25/42.

Naturalized - Canadian-Born - National
(check)

Present Address

Kelowna B.C.
3244 Dundas Street West, Toronto, Canada

Widow
Married - Single
(check)

Name of Wife

Name of Husband Yenzaburo (deceased)

Name of Mother

Deceased.

Name of Father NAKAMURA, Shohachi (deceased)

Names of Children under 16

Our File No.

13867
5108

Registered with Custodian
(yes or no)

Requested By

A. L. MacArthur
KS

Additional Information

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO. 13867, 5112

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

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

17th February, 1949.

Mrs. Miki MORIYAMA,
Regn. No. 02715,
240 ^Aing Street,
London, Ontario.

Dear Madam:

Re: Katsuji NAKASHIMA, Chattel Mortgage

13867
Some time ago you filed a claim of \$723.82 against the above named. Mr. Nakashima has admitted he owes you the sum of \$453.82, but has insufficient funds at this office with which to make settlement in full. A final distribution of his funds at this office is being made to his creditors and your share of this distribution amounting to \$190.27 is enclosed. Kindly acknowledge receipt.

Should you wish to contact Mr. Nakashima direct, his present address is 629 Prince Arthur West, Montreal, Quebec.

Yours truly,

A. Allan

Office of the Custodian.

HA
Encl.

Messrs Cameron, Welding & Brewin advised
present address is 3244 Dundas Street West,
Toronto, Ontario.

MEMORANDUM - Claim re Mortgage on Vessel

July 18, 1948.

Re: Frederic King MORIYAMA

Reg. No. 00928

File # 5112

Subject of Claim: Mortgage on fishing vessel. Loan on fishing vessel closed by Custodian therefore this debt has never been paid by K. Nakashima.

Amount of Claim: \$1,310.97

Remarks:

The mortgage referred to is believed to be the one granted by Katsumiji Nakashima to Mrs. Niki Moriyama, Administratrix of the Estate of Yensaburo Moriyama, deceased.

The mortgage, dated February 8, 1935, is in the amount of \$723.82, with interest at 6% per annum. The property mortgaged is an unidentified fishing skiff, 29 ft. long, beam 5 1/2 ft. with 3 1/2 H.P. marine engine.

Only one vessel known to belong to Katsumiji Nakashima is shown in Custodian records. This vessel's description did not match that given in the mortgage. Nakashima has stated that the mortgaged vessel sank, and that it was not the vessel sold by the Custodian.

Nakashima has acknowledged debts amounting to \$1,117.82 (including \$438.82 which he admits owing Mrs. Moriyama). His assets are the \$478.49 in funds standing to his credit in Custodian Account.

Mrs. Niki Moriyama, is the mother of claimant.

/FM

Frederic King

File No. 13867.

CLAIMS DEPARTMENT

April 24th, 1944.

(Mrs. Yensaburo) Miki MORTYAMA - Reg. No. 02715 (Widow)

CREDITORS:

NO CLAIMS ON FILE

DEBTORS:

Katsuji NAKASHIMA .(File 10249) \$723.82 *Appr.*

BND:DE

"A"

EXHIBIT No. 1237 A - 2
Nov. 11 1948
FILED BY R. A. Best

THIS INDENTURE made the 8th day of February in the year of our Lord one thousand nine hundred and thirty-five

IN PURSUANCE OF THE "BILLS OF SALE ACT"

BETWEEN

KATSUJI NAKASHIMI, of 231 Wood Street,
in the City of New Westminster, in the
Province of British Columbia, Fisherman,

hereinafter called the "Grantor," of the
FIRST PART.

AND

MIKI MORIYAMA, Administratrix of the Estate of
Yenzaburo Moriyama, Deceased, of the Village of
Keefers, in the County of Yale, in the Province
of British Columbia, Widow,

hereinafter called the "Grantee," of the
SECOND PART.

WITNESSETH that the said Grantor, for and in consideration of the sum of Seven hundred twenty-three dollars and eighty-two cents (\$723.82) - - - - -
- - - - - dollars of lawful money of Canada to him in hand well and truly paid by the said Grantee, at or before the sealing and delivery of these Presents (the receipt whereof is hereby acknowledged), Hath granted, bargained, sold and assigned and by these presents Doth Grant bargain, sell, and assign unto the said Grantee, All and Singular the goods and chattels hereinafter particularly mentioned and described, and all and singular the goods and chattels which during the continuance of these Presents shall be brought on the premises hereinafter mentioned, either in addition to or in substitution for the goods and chattels hereinafter set forth, and all the right and interest of the said Grantor therein and thereto, which said goods and chattels may be more particularly described as follows:

One fishing skiff, twenty-nine feet long, beam five and one-half feet, powered with three and one-half H.P. Marine Engine, and the said Marine Engine.

All Which said goods and chattels are in possession of the Grantor at in the Fraser River, in the District of Queensborough, in the City of New Westminster, County of Westminster, in the Province of British Columbia.

To Have and to Hold all and singular the said goods and chattels unto the said Grantee To the only proper use and behoof of the said Grantee FOREVER: Provided always and these presents are upon this express condition, that if the said Grantor doth and shall well and duly pay, or cause to be paid unto the said Grantee the full sum of Seven hundred twenty-three dollars and eighty-two cents (\$723.82) dollars, on the following days and times, that is to say:

Ten dollars (\$10.00) per month for twelve months connecing March 15th 1935, and Twenty dollars (\$20.00) per month for the next twelve months and Thirty dollars (\$30.00) per month thereafter until the full amount is paid

together with interest thereon at the rate of 6 per cent. per annum, payable as follows:

Arrears of both principal and interest to bear interest at the rate aforesaid payable at the times above mentioned, for payment of interest: such interest to be a charge in the same manner as all moneys hereby secured and to be calculated on the amount outstanding at the commencement of each interest period.

Then these Presents and every matter and thing herein contained, shall cease, determine, and be utterly void to all intents and purposes, anything contained to the contrary thereof in anywise notwithstanding.

And the said Grantor shall and will warrant and forever defend by these Presents All and Singular the said goods and chattels unto the said Grantee against him and the said Grantor, and against all and every person or persons whomsoever:

And the said Grantor doth hereby COVENANT, PROMISE, and AGREE, to and with the said Grantee that the said Grantor, or some one of them, shall and will well and truly pay, or cause to be paid, unto the said Grantee the said sum of money, in the abofe proviso mentioned, with interest for the same as aforesaid. on the days and times and in the manner above limited for the payment thereof Provided that on default in payment of any instalment of principal or interest or any part thereof at the time or in the manner hereinbefore provided the whole of the said principal sum and interest shall thereupon become due and payable: And also that in case of default shall be made in the payment of the said sum of money in the said proviso mentioned, or in the interest thereon, or any part of the principal or interest, or in case the said Grantor shall attempt to sell or dispose of or in any way part with the possession of the said goods and chattels, or any of them, or to remove the same, or any part thereof, from the premises upon which they are now located, or suffer or permit the same to be seized or taken in execution without the consent of the said Grantee to such sale, removal, or disposal thereof first had and obtained in writing, or in case default shall be made in the performance of any of the covenants by the said Grantor in these presents contained, or in case the Grantee shall feel unsafe or insecure or deem said goods and chattels in danger of being sold or removed, Then in such case it shall and may be lawful for the said Grantee with his servant or servants, and with such other assistant or assistants as they may require, at any time during the day, to enter into and upon any lands, tenements, houses, and premises wheresoever and whatsoever where the said goods and chattels or any part thereof may be, and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places for the purpose of taking possession of and removing the said goods and chattels: And upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful, and the said Grantee and each and any one of them, is and are hereby authorized and empowered to sell such goods and chattels, or any of them, or any part thereof, at public auction or private sale as to them or any of them, may seem meet; And from and out of the proceeds of such sale in the first place to pay and reimburse themselves all such sum and sums of money as may then be due by virtue of these Presents, and all such costs and expenses and as may have been incurred by the said

Grantee in consequence of the default, neglect, or failure of the Grantor in payment of the said money, with interest thereon, as above mentioned, or in consequence of such sale or removal, as above mentioned, and in the next place to pay unto the said Grantor all such surplus as may remain after such sale, and after payment of all such sum or sums of money, and interest thereon, as may be due by virtue of these Presents at the time of such seizure, and after payment of all costs, charges and expenses incurred by such seizure and sale as aforesaid; Provided that the said Grantee may, in default of any one of the payments or instalments hereinbefore mentioned, or any part thereof distrain for the whole principal sum then unpaid; Provided always nevertheless, that it shall not be incumbent on the said Grantee to sell and dispose the said goods and chattels, but that in case of default of payment of the said sum of money, with interest thereon, as aforesaid, it shall and may be lawful for the said Grantee peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said goods and chattels, without the let, molestation, eviction, hindrance, or interruption of the said Grantor, or any of them, or any other person or persons whomsoever; And the said Grantor doth hereby further COVENANT, PROMISE and AGREE to and with the said Grantee that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that the said Grantor shall and will forthwith pay, or cause to be paid, unto the said Grantee all such sum or sums of money, with interest thereon, as may then be remaining due; as well also as all costs and expenses as may be incurred by any seizure.

Add the said Grantor doth put the said Grantee in full possession of the said goods and chattels by delivering to him these Presents in the name of all the said goods and chattels, at the sealing and delivery hereof; And the said Grantor covenants with the said Grantee that he will, during the continuance of this mortgage, and any and every renewal thereof, insure the chattels hereinbefore mentioned against loss or damage by fire, in some insurance office (authorized to transact business in the Province of British Columbia) in the sum of not less than their full insurable value, and will pay all premiums and moneys necessary for that purpose, as the same become due; and will, on demand, assign and deliver over to the said Grantee the policy or policies of insurance and receipts thereto appertaining; Provided that on default of payment of said premium or sums of money by the Grantor, the said Grantee may pay the same, And such sums of money shall be added to the debt hereby secured, and shall bear interest at the same rate from the day of such payment, and shall be repayable with the sum hereby secured. Whenever the singular and masculine are used throughout this Indenture it shall be construed as meaning the plural or the feminine or body politic or corporate where the context or parties hereto so require, and shall include the parties hereto, their and each of their heirs, executors, administrators, successors and assigns, respectively.

In Witness whereof the parties to these Presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered)
in the presence of)
"Vera Mayall")
2372 Kingsway,)
Vancouver, B. C.)
Stenographer)

"Katsuji Nakashimi"
"Per Kay Nakashimi"
"Attorney in fact"

This is the paper-writing marked with the letter "A" referred to in the Affidavit of Vera Mayall Sworn before me this 8th day of February A. D. 1936.

"E. N. Rhodes Elliott"
A Commissioner for taking affidavits within British
Columbia.

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

Mar. 14, 1949

C. McHugh

EXHIBIT No. 1237A - 4
DATE Nov. 11 1948
FILED BY K. A. Christie

MEMORANDUM

Re: Mrs. Miki Moriyama, Reg. No. 02715, File 13867

In JP Declaration, February 9, 1943, Mrs. Moriyama reported that Katsuiji Nakashima was indebted to her in the amount of \$723.82.

In May, 1944, Mrs. Moriyama sent Custodian a chattel Mortgage on an unidentified fishing skiff, 29 ft. long, beam 5½ ft., powered with 3½ H.P. marine engine and on the said marine engine. Mortgage was for \$723.82 with interest at 6% per annum, and was dated February 8, 1935.

A vessel registered in the name of Katsuiji Nakashima was sold by the Custodian. This vessel was 34 ft. long, beam 7 ft. 3 in., with a Bens id 8 H.P. engine.

NAKASHIMA has acknowledged the debt to Mrs. Moriyama, but states that payments of \$285.00 have reduced this debt to \$438.82.

In addition to the debt to Mrs. Moriyama, Nakashima has acknowledged indebtedness of \$664.00 in connection with claims of \$755.39 filed against him by other Japanese.

The only assets of Mr. Nakashima of which the Custodian has knowledge are \$478.49, his credit balance in Custodian Trust Account.

His total acknowledged indebtedness thereof amounts to \$1,117.82, while his assets are \$478.49.

Of the funds to Nakashima's credit \$311.11 are the proceeds of the sale of his fishing vessel. Unless it can be established that the vessel referred to in the mortgage in favor of Mrs. Moriyama is the vessel sold by the Custodian, the funds in Nakashima's account will be distributed pro rata to his acknowledged creditors.

Nakashima has stated that the vessel concerned in the mortgage sank at Queensboro Wharf and that he took the engine out and left the engine with a man named George, who had a boat repair shop at South Dyke Road, New Westminster.

Nakashima obtained licence, for the vessel which was sold by the Custodian, on April 8, 1939. This and the difference in the description of this vessel and the description given in the mortgage indicates that the vessel concerned in the mortgage was not the vessel sold by the Custodian.

/RM

"F. Matheson"
"July 7/48"

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

Mar. 14, 1949

C. J. [Signature]

Reg.#02715

KEEFERS, B. C.,
April 10th 1944.

F. G. Shears, Assistant Manager,
The Japanese Custodian Office,
506 Royal Bank Building,
Hastings and Granville Street,
Vancouver, B. C.

EVACUATION SECTION

Rec'd APR 11 1944

File No. 12847

Ans. [Signature]

Referred [Signature]

Dear Sir:

I, Miki Moriyama, reg.#02715, administrator of estate of Yenzabouro Moriyama, deceased, herewith, claim all or portion of the following mentioned.

10249
In the year of August, 1931, Yenzabouro Moriyama, of the village of Keefers, in the Province of British Columbia, gave loan of six hundred dollars, \$600.00 with 6% interest in portion of \$300.00, running concurrently within the said mentioned month, to Katsuiji Nakashima, Fisherman, of 231 Wood Street, in the city of New Westminster in the Province of British Columbia, with his son, Kay Nakashima and H. Nakamura as promissary administrators. In the year of 1935, November, 9th, Mr. Nakamura was demised and released forever, with the payment in sum of \$200.00 signed and sealed.

In the period of thirteen years payment were made as follows from executor, Katsuiji Nakashima---

\$6.00 on November 17th 1936 ---by Capt. Yamada, of the Salvation Army of Vancouver, B. C.

\$6.00 on November 27th 1936---by Capt. Yamada.

\$4.20 on April 10th 1937-----by Capt. Yamada.

\$20.00 on October 10th 1937---by R. Endo of Vancouver,

\$50.00 on October 4th 1941---directly to I, Miki Moriyama.

700
86.20
296.20
900
613.80
86.20
In the said mentioned indenture, written both in Japanese and English, a mortgage of the descriptive fishing vessel as follows: "One fishing skiff; twenty-nine feet long; beam five and one half feet, powered with three

and one-half H. P. marine Engine, and the said marine."

I have been quoted indirectly that the Office of Custodian were in power of selling all the Japanese fishing vessels, whatsoever, concerned, and would be grateful if your office could assist me in securing partially or all of the said mentioned amount of money, when or if the vessel is sold.

Due of being an elderly widow conditions are not climaxable as otherwise, however, if such income as the above mentioned loan could be gotten even in portions matters of affairs would not be complicated for me.

Please notify me as soon as possible and if more information is necessary for accomplishment, kindly let me know. This case has also gone to Russell and Company K. C. of Vancouver, in previous years and papers kept in accordingly for proof.

Thanking you,
Yours very truly,

(MRS.) MIKI MORIYAMA.

Mrs. M. Moriyama

MM/MP

File 13867 - Shows JP - 723.82 against.

13867
10249

April 24th, 1944.

Mrs. Miki MORIYAMA,
Registration No. 02715,
Keefers, B.C.

Dear Madam:

re: \$723.82 - Katsui NAKASHIMA

We are in receipt of your letter of the 10th inst. regarding a claim you have against the above party. It is difficult to understand the contents of the letter. However, by reference to your registration form dated February 9th, 1943 on file, it is noted that you have declared as owing to you by NAKASHIMA the above sum of money.

We are assuming you are endeavouring to give the particulars of this amount in your letter of the 10th inst. We are submitting the claim to NAKASHIMA for payment. There are several other substantial claims lodged with the Custodian against him, and he has not intimated that he will be able to do anything at this time.

It is noted that you state that you hold, or did hold, a mortgage on a fishing vessel of his as security. This we shall look into, and later advise you of what we are able to find. Also the result of our notice to NAKASHIMA regarding your claim.

Yours truly,

B. R. Dusenbury,
Claims Department.

~~BRE:DE~~

File #13867.
#10249.

13867

KEEFERS, B. C.,
May 8th 1944.

B. R. DUNSENBURY, Claim Dept.,
The Office of Custodian,
506 Royal Bank Building,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd.	MAY 9 1944
File No.	13867+10249
Ans.	PLD
Referred	Dunsebury

Dear Sir:

Re: \$723.82-----Katsuiji Nakashima.

In receipt of your letter dated 24th, I have understood your department will look into, and advise me what became to the mortgaged fishing vessel owned by Nakashima, however, to date, I have had no definite foundation of transactions from your department.

In your letter you have stated the difficulty in understanding my letter of the 10th. This case, I must admit, has gone through many proceeding hands, and therefore one must restudy all indentures and all the former correspondence before being fully knowledgeable of this matter, however, I have only stated the important particulars in the case. The most important now concerned is the fishing vessel which if sold could perhaps be claimed all or portion of the amount to cover the above loan. (as signed in mortgage agreement.)

As previously mentioned, I am due in need for cash and if your dept. would kindly look into the matter, I would be grateful as my letters to Nakashima has been completely ignored to present. He could have paid many times, even in the smallest amount, before evacuation, but his desires were otherwise. Kindly look into the claim and notify when possible.

Thanking you,
Yours very truly,

Mrs. M. Maruyama.
Regt # 02715.

MM:MAP

Copy 1st
10249

13867
10249

May 9th, 1944.

Mrs. Niki MORIYAMA,
Registration No. 02715,
Keefers, B.C.

Dear Madam:

re: \$723.82 - Katsui NAKASHIMA, Reg. No. 03261

Please refer to our letter of the 24th ult. and to your reply of the 8th inst. relative to the above claim.

As you mentioned having received a mortgage from NAKASHIMA on a vessel, please forward a copy of that mortgage to this office so that we can ascertain the particulars of same, and as to whether this mortgage was registered in the Government Registry office or not.

NAKASHIMA had a vessel which was sold, but our records do not show a mortgage in your favour registered against it. The net proceeds of this sale are on hand with the Custodian to the credit of NAKASHIMA.

If you will let us have a copy of your mortgage we shall endeavour to trace the transaction.

An early reply is requested.

Yours truly,

B. R. Dusenbury,
Claims Department.

B.R.D.

File # 13867.
10249.

EXHIBIT 1237A-3
DATE NOV 11 1946
FILLED BY *K. A. B. Smith*
RECEIVED, B. C.
May 12th 1944.

R. B. Dunsenbury, Claim Dept.,
The Japanese office of Custodian,
506 Royal Bank Building,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	MAY 15 1944
File No.	13867-4
Ans.	<i>P.H.A.</i>
Referred	<i>Dunsenbury</i>

*auth
you*

Dear Sir:

Re: #725.82---Katsuiji Nakashima.

In receipt of your letter dated May 9th requesting for knowledge to whether that the copy of Chattel Mortgage is registered at the Government Registry office or not. I have understood fully from my former solicitor, J. A. Russell and Co., of the Metropolitan Building, 837 Hastings Street, West, Vancouver, B. C. that this mortgage has been registered. (as shown on the herewithin enclosed indenture.)

To this said enclosed agreement, Nakashima was to pay \$10.00 per month, first year, \$20.00 per month, second year, \$30.00 per month thereafter, however, he has only attempted to pay; re; my letter dated April 10th giving date, amount, to whom in particular.

Kindly accept the enclosed mortgage form #82137, via registered mail and notify me to whether transactions can be made in my favour from your department.

Thanking you,
Yours very truly,

Mrs. MIKI MORIYAMA.
Reg. #02715.

mrs m moriyama

MM:MAP

10249; 13867;
7533.

May 15th, 1944.

Mr. H.L. Brown,
B.C. Security Commission,
360 Homer Street,
Vancouver, B.C.

Dear Sir:

re: Katsugi NAKASHIMA, Reg. No. 93261

Our previous efforts to obtain a response from NAKASHIMA regarding claims submitted directly to him having failed, and having received complete reply through your Supervisor at Sloan, suggests to us that we report through you in regard to No. 7 claim for \$200.00 lodged by Mrs. Kane IMADA. NAKASHIMA denied owing anything to Mrs. IMADA. We are now in receipt of a reply from her, from which we quote as follows:

"re - \$200.00 Katsugi Nakashima. Received your letter of April 29/44 which stated Nakashima denies owing any amount as proof of this claim, I have at hand a promissory note dated Feb'y 27/1937 this note was signed by K. Nakashima Jr. for Nakashima Sr. was ill at the time of the loan.

I also wrote Nakashima at Sloan, like you suggested and have yet to receive his reply."

It seems evident from what she says that NAKASHIMA is in error and really owes this amount.

Subsequent to the foregoing claim being submitted we wrote to NAKASHIMA regarding another claim of \$723.82 lodged by Mrs. Miki MORIYAMA, as per copy of our letter of the 24th ult. herewith. As it is not likely that he will answer this letter, we shall be obliged for your assistance in obtaining a proper response. Since writing to him, as per enclosure, we have received copy of a registered mortgage from him to Mrs. MORIYAMA, which is very indefinite as to description of the vessel covered.

A vessel belonging to NAKASHIMA by name of "K.N. 1624" has been sold, but we cannot tell if this is the same vessel referred to in the mortgage at hand, for lack of name and different measurements in the mortgage. Perhaps you could ascertain if NAKASHIMA had another vessel, besides the one sold and referred to above, on or about the 8th of February 1935 when the mortgage was given, or if "K.N. 1624" was the vessel that he mortgaged to Mrs. MORIYAMA.

We shall appreciate your further co-operation in obtaining a complete reply to the foregoing, and thanking you in advance, we remain,

Yours truly,

D. R. Dusenbury,
Claims Department.


Encl.

10249
13867

May 15th, 1944.

Mrs. MIKI MORIYAMA,
Registration No. 02715,
Keefers, B.C.

Dear Madam:

Re: \$723.82 - Katsui NAKASHIMA, Reg. No. 03261

We wish to acknowledge receipt of your letter of the 12th inst. in reply to ours of the 9th inst., with enclosure of copy of mortgage from NAKASHIMA to you as administratrix of the estate of Yensaburo MORIYAMA, deceased, for which we thank you.

On reading the mortgage it is noted that the description of the vessel does not define definitely any particular boat. While NAKASHIMA sold a vessel, as previously reported to you, the size of that vessel does not correspond to the dimensions given by you in the said mortgage. No name of vessel is given in this mortgage and no other details sufficient to identify it.

We wrote to NAKASHIMA last month and are now writing him again for the purpose of ascertaining the name, the number, etc., of the boat mortgaged to you. Also asking him if he had another vessel in 1935 on which he gave a mortgage to you.

We shall report to you in due course the result of our further investigation.

Yours truly,

B. R. Dusenbury,
Claims Department.

~~RECEIVED~~

File #10249.
#13867.

KEEFERS, B. C.,
May 18th, 1944.

B. R. Dunsenbury, Claim Dept.,
The Japanese office of Custodian,
506 Royal Bank Building,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	MAY 20 1944
File No.	13867
Ans.	✓
Referred	Dunsenbury

Dear Sir:

Re: \$725.82---Katsui Nakashima,

Regarding to your letter of the 15th giving uncertainty of the mortgage form #82137. To date, I have had no notification of any sale, exchange, or repair on the mortgage fishing vessel, whatsoever, to disharmonize the description given on the indenture.

I have considered on this mortgage property many times for seizure, however, due to his wife and children, I have had made no attempts to suffer them, possibly into cruel starvation, by Nakashima's ignorance to my plea of payments, even in the smallest portion.

Nakashima, I have heard is presently at one of the evacuation camps where the B. C. Security Commission is in full authorities of maintenance etc. If he is supported thus, I do not know why he is unwilling to sacrifice the payments with the sale, however, I am knowledgeable very little of where and what he is doing at present.

If your dept. could re-check and ascertain facts on this matter for me, I would be grateful. Awaiting for results,

Thanking you,
Yours very truly,
MRS. MIKI MORIYAMA.
Reg.#02715.

MM:MAP

held reply
Mrs M Moriyama

10249
13867

June 30th, 1944.

Mrs. Miki MORIYAMA,
Registration No. 02715,
Keefer, B.C.

Dear Madam:

re: \$723.82 - Katsumi NAKASHIMA, Reg. No. 03261

We have applied to the Supervisor of the B.C. Security Commission at Slocan in order to obtain information from NAKASHIMA regarding your claim. We had previously written to NAKASHIMA several times without receiving any reply to our Claims letter.

The Supervisor has reported as follows:

1. That the boat sold by NAKASHIMA was "K.N." 1624, and was not the boat over which you hold a mortgage.

2. That the boat mortgaged to you is reported by NAKASHIMA as follows:

"Boat sank at Queensboro Wharf. Nakashima took the engine out. There is a boat repair shop at South Dyke Road, New Westminster. As far as Nakashima can remember his name is George, and the engine was left there. He did not sell it."

3. That NAKASHIMA claims that the amount of \$723.82 should be reduced by certain payments for which he claims he holds receipts. We quote from the Supervisor's letter of May 26th as follows:

"We have interviewed this man, but through the interpreter Mr. Yanagisawa, find he is very contradictory person.

"He admits the \$200.00 note.

"Re the \$723.82 claim, he has receipts against this for:-

\$20.00 October 2/1936

\$50.00 October 4/1941

Also he wishes to state that Mrs. Tsuru Nakamura who endorsed this note holds a receipt for \$200.00 on account of the boat.

"Also through some arrangement made between Nakashima and Moriyama, the former paid to the Salvation Army:-

\$3.00 October 3/36

\$3.00 " 30/36

\$3.00 November 30/36

\$6.00 January 30/37

"Reference "K.N. 1624" Nakashima says this was not the boat, and he does not know the number of the one that is required, only that it has a 3 1/2 H.P. Palmer Engine installed.

"From the above meagre information which is all we can obtain, you will observe it was very difficult to obtain any satisfaction at all."

P.T.O.

It seems, therefore, that the security that you thought you had has disappeared, and that the amount of your claim is questioned by NAKASHIMA.

He has several other substantial claims besides yours lodged against him with the Custodian. In reporting on the possibility of NAKASHIMA making payment of them the Supervisor states as follows:

"The prospects of any kind of a settlement is very doubtful."

We have some funds on hand to his credit, derived from the sale of the boat "K.M. 1004" which we are holding, pending verification and adjustment of all claims on file. 1924

It does not seem, therefore, that we shall be able to do more regarding this claim. It might be well for you to write to him and agree with him, if possible, on the exact amount of your claim.

His address is:

Stoan Extension, B.C.

Should you write to him and agree on the amount, please let us know so that we can make notation on our records accordingly.

Yours truly,

B. R. Dusenbury,
Claims Department.

~~RECEIVED~~

File#10249.
13867.

File 13867
KEEFERS, B. C.,
September 18th 1944.

B. R. Dunsenbury, Claim Dept.
Japanese Office of Custodian,
506 Royal Bank Building,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	SEP 19 1944
File No.	10249 & 13867
Ans.	BRJ.
Referred	Dunsenbury

Dear Sir:

Re: \$725.82 Katsuiji Nakashima.

On acknowledgement of your letter of June 30th, I have written several letters to Katsuiji Nakashima, concerning the above stated sum of loan as suggested on page 2 of your letter, however, there has been no reply whatsoever to the present. It is true Nakashima has made certain payments however, is it not possible he has overlooked the 6% annual interest and if such interests were calculated from 1935, it would be above the stated sum. Mrs. T. Nakamura was desmised and released as promissary administrator on the sum of \$200.00 on November 9th 1935, however, I have understood Nakashima was to pay the full amount to me. If such payments are fulfilled I am to return the \$200.00 to Mrs. Nakamura. Nakamura holds no account from Nakashima concerning this endorsement.

If Nakashima has not been contradicting concerning the mortgage boat engine, it should be in custody of George Suzuki, Japanese, of Queenboro, (Kaslo, before proceeding east) as he has had a boat shop on the mentioned place, I have learnt from various sources and if this engine was not sold, it would be in his name and in your custody. Kindly check this matter when convenient.

File marked closed

Thanking you,
Yours very truly,
Mrs. Miki Moriyama.

Miki M Moriyama

Registration #02715.

MAP:MM

*Copy for
10249*

2423

1277

13867
10249

September 19th, 1944

Mrs. Niki MORTYAMA,
Registration No. 02715,
Keefers, B. C.

Dear Madam:

re: Katsuji NAKASHIMA
Reg. No. 03261

We are in receipt of your letter of the 18th instant relative to your claim against the above party. It is in reply to our letter of the 30th of June last. As we reported very fully in that letter we do not believe that any useful purpose will be served by any further correspondence between us on this matter at this time.

If you wish to write to George Suzuki, Japanese, to whom you referred, it would be quite satisfactory to us.

If you succeed in coming to any agreement with NAKASHIMA as to the definite amount owing to you by him, please let us know.

Yours truly,

~~RECEIVED~~

B. R. Dusenbury,
Claims Department.