Name of Claimant YAMADA, Shintaro Case 99

Custodian File 14041

REAL PROPERTY

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 Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
					2327		1162.43				1162.43 2500.00

PERSONAL PROPERTY

Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	

NETS

Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
307.75	157.05	47.11	50.99%	109.50	55.83			102.94

TOTAL RECOMMENDATION	3765.37

CASE NO: 99

JAPANESE PROPERTY CLAIMS COMMISSION

Kamloops, B.C.

May 10, 1948

IN THE MATTER OF THE CLAIM OF

SHINTARO YAMADA

PROCEEDINGS AT HEARING

Original

CASE NO: 99

IN THE MATTER OF THE "INQUIRIES ACT."

PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(HIS HONOUR, JUDGE J.R. ARCHIBALD, SUB-COMMISSIONER)

Kamloops, B.C.

May 10, 1948

IN THE MATTER OF THE CLAIM OF

SHINTARO YAMADA

PROCEEDINGS AT HEARING

APPEARANCES:

T.G. BOWEN-COLTHURST; Esq.,	appearing for the Dominion Government.
R.J. McMASTER, Esq.,	appearing for the Claimant.

J.R. COLLEY, Esq.,	Secretary to Vernon Sub-Commission.
G.N.R. UPTON, Esq.,	Official Interpreter
G. RAMBLETON, Esq.,	Official Reporter.

MR. McMASTER: I would like to call next, your honour, case No. 131, Shintaro Yamada. In this case, your honour, I am calling the wife, although it is Mr. Yamada's claim, because she speaks English and he doesn't, and I think it will assist the Commissioner considerably. She, apparently, is fully aware of the necessary material.

(MRS) KIKUYE YAMADA, a witness called on behalf of the claimant herein being first duly sworn, testified as follows:

MR. McMASTER: Your honour, in this case, the real estate was operated, as will appear from the evidence that will be adduced, in whole or in part as a bulb farm by the claimant, and the contention of the claimant will be that the property was sold with the bulbs in the ground, as would appear to be the fact, and that the bulbs, just as the strawberry plants and other plants, were part of the land which added to the value of the land.

I mention that because the Custodian apparently sold the property, as I think will appear from the evidence, effective as at January 1st, 1943 to the Veterans Land Act, and subsequently the Custodian got somewhat concerned about the fact that little consideration had been given to the fact of these bulbs being on the premises, and, some year and a half or two years after the sale of the property, succeeded in

having some of the bulbs sold, whether by DVA or by the tenant or by what process, I don't know, and paid $225.00 to the claimant.

Our submission will be that that was by way of an adjustment on the sale price of the lands and premises, so that the total credit to the Custodian is $2324.00 originally paid plus $225.00 adjustment, making a total of $2549.00.

I have been instructed to ask leave to amend the claim by reducing it to read at least $10,000.00 as being the value of the lands and premises, the Custodian credit is $2549.00, leaving a net claim on the real estate of $7451.00.

With regard to the chattel claim, your honour, I would ask leave to reduce it to $473.50. I regret that I can't advise the Commission as to what the credit from the Custodian would be. The claimant in her claim -- and a list will be filed -- is not claiming for some things that were sold by the Custodian, so that it will be necessary for the Custodian in due course to check those with his auction sheets or whatever records he has and to advise the Commission as to what credit he is entitled to for the sale of the goods claimed.

DIRECT EXAMINATION BY MR. McMASTER:

Q: Witness, did you instruct me to prepare this statement with regard to your husband's property

and is that your signature on the statement?

A: Yes.

Q: Are the contents of that statement true to the best of your knowledge and recollection?

A: Yes.

MR. McMASTER: I ask to file that as Exhibit No. 1.

(STATEMENT MARKED EXHIBIT NO. 1)

Q: Witness, prior to your evacuation, your husband had left the coast before you? A: Yes.

Q: And my instructions are that he had given you a Power of Attorney to look after his affairs?

A: Yes.

Q: Until such time as you, yourself, were evacuated.

A: Yes.

Q: I produce to you a document. Can you identify your husband's signature on that document?

A: Yes.

MR. McMASTER: I produce for examination by my learned friend what purports to be a Power of Attorney from the claimant to this witness "to administer and manage all my business affairs and property situated at Bradner, in the Province of British Columbia, Canada." The document is dated the 13th day of April, 1942.

I might just show that to my learned friend. I don't think it is necessary to file it unless he wishes me to do so.

MR. BOWEN-COLTHURST: I see. That is just a short form. Yes. That is dated -- just a moment, when was that dated? Apparently the 6th, 1948 -- all

right.

MR. McMASTER: Thank you. Well, I don't intend to file that, then, unless my friend wishes me to.

Q: Now, witness, you lived on these premises with respect to which the claim is made, with your husband? A: Yes.

Q: And you assisted him in building up the premises and in operating the place? A: Yes.

Q: And you have personal knowledge of the matters that are shown in the statement that was filed as Exhibit No. 1? A: Yes.

MR. McMASTER: Does my friend have the Farm Appraisal Report?

(Handed to Mr. McMaster)

MR. McMASTER: I file on behalf of my learned friend the Farm Appraisal Report of the Soldier Settlement Board with respect to the premises as the next exhibit.

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 2)

MR. McMASTER: If I might refer to Exhibit No. 1, your honour. As indicated in the Farm Appraisal Report, the property was situated near Bradner, B.C. It consisted of 45 and a half acres, according to the statement, some 18 acres of which were cultivated and in crop. A further two acres were cultivated and not planted.

This witness says that the claimant purchased the property in 1931 for $735.00. The property at that time was all uncleared and there were no improvements on it. The statement shows that the

claimant cleared about 20 acres from 1931 to 1941, mostly by hard labour, at an approximate cost of $200.00 per acre; that he put in about 6,000 feet of drainage ditches, cedar covered, mostly by hard labour; that he dug three wells, one fully cribbed, the other two partially cribbed, and planted 28 fruit and nut trees. It shows that he planted the crops as above and refers to the details with respect to the bulbs which appear later in the statement. It also shows that the claimant brought in electricity to the premises at an approximate cost of $200.00. Then the claimant sets for the various buildings which were erected on the lands and premises.

This witness states, with regard to the appraisor's report, that the appraisor fails to fully describe the buildings on the property. "He mentions only two wells whereas there were three. He mentions only 12 fruit trees and places no value on them, whereas we had 28 fruit and nut trees. About one half of the trees were bearing when we evacuated."

On page two, the appraisor shows nearly 20 acres in crop, but his list of crops on page 3 only adds up to 15 acres.

The witness states that "at the time we left, the acreage planted was as above and as the appraisor was there in June, 1942, it is unlikely that there was any change.

"The appraisor does not appear to have put any values on these plants. The crops for 1942 were of course disposed of on a share profit basis except the flower crops which we sold before evacuation."

Then the witness states: "Before being evacuated, I had an offer to sell my berry crop to Pacific Coop Union for $2500.00. However, we hoped to return before long and entered into an agreement to lease the premises on a share crop basis, 50-50, for the duration. I received approximately $660.00 in 1942 from this tenant. However, he informed me that the Custodian advised that the lease was no good after 1942 and we received nothing. We never had a full accounting.

"The appraisor barely mentions that we had some bulbs planted on the premises. These were, in fact, a very valuable addition to the premises. We estimate that we had from 200,000 to 250,000 bulbs planted when we left. In a letter dated March 16, 1944, from the Custodian to Mr. Barnet, a copy of which will be filed, the Custodian refers to a report from a Mr. Fatkin to him on our bulbs along with other persons'. We believe that in that report Mr. Fatkin must have confused our name with that of Mr. Yamamoto as he showed Yamamoto as having 250,000 to 285,000 bulbs. Yamamoto did not have nearly as many bulbs as this, and I believe he gave evidence to that effect when his claim was heard."

I might say in that connection, your honour, that I would ask the Commissioner to be good enough to refer to the case of Isamu T. Yamamoto, whose case, I believe, was heard at Vernon by the main Commission. I am sorry, I haven't got the case number.

The claimant then states: "Mr. Fatkin used to call us Yamamoto, which might account for the error. At a conservative estimate ($15.00 per thousand in the ground) our bulbs were worth at least $3,000.00. Therefore, Mr. Fatkin's estimate of $1500.00 as shown in Mr. Shear's letter would appear in correct."

The witness then states that Mr. Dospital the tenant agreed to look after the berries and bulbs, but whether he did so or not she does not know, but in any event there should have been no material depreciation by January 1st, 1943, the date of the sale to the Veterans Land Act.

"When we left there was no sign of disease in the bulbs and if they became diseased, it is our opinion that this occurred after the sale and because of lack of care. Even after some of the bulbs were found to be diseased, as appears from the Custodian's file, nothing was done to properly check the condition, so that Mr. Fatkin's estimate of their value in 1944 has no relevancy as to the condition and value of the bulbs at the date of sale."

The claimant says: "The Custodian sold the

land with the bulbs in the ground and treated them in the same category as strawberries and other fruit plants. The fact that he subsequently dug up the bulbs and sold them and credited the sale price of $225.00 to our account does not make the bulbs chattels. The crediting of this money was just an adjustment on the sale price, according to our advice.

"Having regard to the district in which the land was situated, the cost of the purchase in a low market, the extensive improvements as shown above, the various plants and particularly the valuable bulbs, and also, as the appraisor admits the land had been well farmed, we consider a fair market value at January 1st, 1943 would have been at least $10,000.00. The soil in the area of our land is particularly suited to bulb growing. This is one of the few areas of the province where bulbs can be grown on a large scale commercially."

Now, with respect to the statement filed as Exhibit No. 1, I have here, your honour, what purports to be a copy of a Deed of Land from Elsie Telfer Owen to the claimant with respect to the lands and premises now claimed.

MR. BOWEN-COLTHURST: What is that -- Lot 2, south-east quarter of Section 4?

MR. McMASTER: That is right. Dated March 30, 1931 showing the consideration at $735.00. I produce this solely, your honour, to substantiate the

statement of the witness that the property was purchased for that price and on that date from Mrs. Owen, and my friend might be good enough to examine the document, and I don't think it is necessary to file it.

MR. BOWEN-COLTHURST: No. For what it is worth, I will admit the contents.

MR. McMASTER: Well, perhaps it will save my learned friend searching to see whether the witnesses statement is correct.

Q: Witness, I produce to you a document which purports to be a lease between yourself and Mr. Dospital relating to these premises. Is that the lease which you entered into with Mr. Dospital on your husband's behalf before evacuation?

A: Yes.

MR. McMASTER: I would ask to file that as an exhibit, your honour.

MR. BOWEN-COLTHURST: That is the lease, is it?

MR. McMASTER: That is what she said.

MR. BOWEN-COLTHURST: I am sorry; I wasn't listening.

MR. McMASTER: This purports to be a lease, your honour, dated the 15th day of April, 1942 between this witness, as she has said, acting on behalf of her husband, and Dospital for the premises in question. The consideration is: "in consideration of one half of the net profits which are derived from the sale of produce which are produced on the following lands (and it describes the lands) and which are remitted annually

to the Owner, the Owner doth demise and rent to the tenant the above named lands on certain conditions . . ."

"The Tenant agrees to take over the property for the duration of the war or until further notice is given to him. He will attend to all the business pertaining to the berries and bulbs on the farm."

It provides how the division is to be made and also provides that the tenant may use certain tools which are specifically stated in the lease.

(LEASE MARKED EXHIBIT NO. 3)

Q: Now, witness, I produce to you several snapshots. Is that a picture of your house? A: Yes.

Q: Approximately when was it taken?

A: This was taken in 1941, the year before evacuation.

Q: The year before evacuation. And is that a picture showing some of the bulbs when in bloom?

A: Yes.

Q: I produce to you another picture of a building in the process of construction. A: Yes.

Q: Which building is that?

A: That is the two storey bunkhouse.

MR. McMASTER: I would ask to file those pictures in the hope that they might help the Commissioner.

(PHOTOGRAPHS MARKED EXHIBIT NO. 4)

MR. McMASTER: In this case, your honour, I would ask that the correspondence relating to bulb farms which was filed in the case of Isamu T. Yamamoto

should also be filed with respect to this claim. There was some correspondence between the Custodian and the Veterans Land Act which was filed in that case at Vernon, and I think that copies of it should be filed in this case. I would ask my learned friend --

MR. BOWEN-COLTHURST: Well, with regard to that, I am not familiar, of course, with the case in Vernon. It is the originals of this correspondence which were filed in Vernon, is that it?

MR. McMASTER: Originals of letters received by the Custodian and copies of letters sent by the Custodian were filed in the Yamamoto case in Vernon.

MR. BOWEN-COLTHURST: Well, now, I have no objection, of course, that they be filed in this case as far as they may be applicable, but what is it that is proposed -- that we do make copies or merely consider them as filed in this case also?

MR. McMASTER: Well, I would suggest, your honour, that it would be much simpler for the Commissioner if the court reporter could have copies made and filed with this material, otherwise, it causes a lot of cross reference.

MR. BOWEN-COLTHURST: I am inclined to agree. I don't know what the court reporter thinks.

MR. McMASTER: I would ask my learned friend to produce a copy of a letter which was produced to me in the Custodian's file from Mr. Shears to Mr. Barnet dated March 14, 1944.

(Handed to Mr. McMaster)

MR. McMASTER: This is a copy of a letter produced from the Custodian's file dated March 14, 1944 from Mr. Shears to I.T. Barnet, District Superintendent of the Soldier Settlement Board and Veterans Land Act relating to various properties that were sold to the Veterans Land Act by the Custodian, including the property which is the subject matter of this claim. I might say this is the letter referred to in Exhibit No. 1 in the statement by the witness. I would ask to file that as the next exhibit.

(Letter marked Exhibit No. 5)

MR. McMASTER: I would ask my learned friend to undertake to produce any written report from Mr. F. Fatkin which is referred to in the letter which has just been filed as an exhibit, that is, any report of Mr. Fatkin relating to bulbs on the property of this claimant. Would my friend undertake to produce that before the hearings in Vancouver if there is such?

MR. BOWEN-COLTHURST: I will undertake to request the Custodian's office to provide Mr. McMaster with any written report he may have in that connection.

MR. McMASTER: Your honour, if there is such a written report, I think my friend ought to undertake to produce it; he is acting for the Crown, not the Custodian, in these proceedings.

THE COMMISSIONER: Can you go any further than that, Mr. Colthurst? Do you undertake that, if it is

in existence, you will produce it?

MR. BOWEN-COLTHURST: Well, I am not certain as to the authority I have, how far my authority goes as to whether I can. I don't feel that I can go as far as that.

MR. McMASTER: I don't want to embarrass my friend, your honour. If the document isn't produced, we will have to make an application to the Commissioner to have it produced.

THE COMMISSIONER: Very well.

MR. McMASTER: Now, I would ask my friend to undertake to produce, also, any document showing that the bulbs on these premises had deteriorated as at January 1st, 1943. I don't think there is any on the file that he produced to me, but if there are any such documents in existence, I would ask that they be produced.

MR. BOWEN-COLTHURST: All right.

MR. McMASTER: Q: Now, witness, I produce to you a statement with regard to the personal chattels with respect to which your husband is making a claim. Did you and your husband instruct me to draw that statement and is that your signature on it? A: Yes.

Q: Are the contents of that statement true to the best of your knowledge and recollection?

A: Yes.

Q: And I produce to you a three page inventory of goods and chattels showing a description of the goods, the price at which they were bought, when

they were bought, new or used, the condition at the date of evacuation, and an estimate of value.

Q: Did you prepare that inventory?

A: Yes.

Q: And is that the inventory referred to in this statement that you have just identified?

A: Yes.

Q: And do those values that are shown at the right-hand column, in your opinion, represent a fair value of the sale price of those articles at the date of your evacuation? A: Yes.

MR. McMASTER: I would ask to file that statement as the next exhibit.

(STATEMENT MARKED EXHIBIT NO. 6)

MR. McMASTER: Now, if I might refer to Exhibit No. 6, your honour. The inventory is attached as shown. The total amount now claimed is $473.50 as shown from the inventory. This witness states that if any of the goods claimed for might be deemed to be her property, then she consents to her husband making the claim for them and to any compensation being paid to him. She states that the goods described in the list which has been filed as Exhibit No. 3 were used by the tenant until the end of the year 1942 when the Custodian cancelled his lease, and she points out that she has never received any rental for their use after that date, nor has her husband. She also states that the balance of the goods claimed were left on the premises. The tenant promised to

keep an eye on these goods, but assumed no responsibility for them. The witness states: "I did not tell the person who filled in my J.P. form that the goods were in his 'custody' and I was not given any opportunity to read the J.P. form being asked to sign it." She states that at the time she signed the J.P. form she told the person taking it that she wanted to give a detailed inventory of all items, but they said not to bother, as it was too much trouble to type. She says also that she told them that she had a Power of Attorney from her husband and was making the declaration on his behalf as well as her own, and explains this was the reason why her husband never sent in a J.P. form, and says that she wrote the Custodian to that effect and so advised him. She points out, however, that in any event it does not matter at all, as all the goods claimed for were received by the Custodian and sold by him and says that where the difference between a fair sale price and the price at which the Custodian sold is not great, she is not making any claim, but she is claiming in those cases where she considers the market value was greater, considerably greater, than the price which the Custodian obtained, and says that the values in the list which she filed are estimates of the fair market value.

Now, I would ask my learned friend to produce the list which is by way of an inventory that was taken by the Custodian on September 21, 1942.

MR. BOWEN-COLTHURST: What date was that?

MR. McMASTER: September 21, 1942. Perhaps my friend doesn't have it.

MR. BOWEN-COLTHURST: My personal property claim doesn't show any inventory.

MR. McMASTER: Well, I will proceed, your honour.

Q: Witness, did you and your husband receive this letter from the Custodian's office?

A: Yes.

MR. McMASTER: This is a letter, your honour, dated March 13, 1943 which states in part: "You declared a number of articles of furniture to be left in your house in the custody of Mr. John Dospital together with some farm implements to be used by him. We have on file a list as of September 21st, signed by him, which includes all the items declared by you together with quite a number of others. If for any reason you particularly wish, we are prepared to send you a copy of this, but unless we hear from you, we shall not do so."

The beginning of the letter points out that they are trying to economize on work by not making copies of these lists.

I will ask to file this copy of the letter dated March 13, 1943 as the next exhibit, and I will ask my friend to produce the list that is referred to in that letter if it is in existence.

MR. BOWEN-COLTHURST: Yes, I will make the same undertaking that I have with regard to the other requests.

(LETTER MARKED EXHIBIT NO. 7)

MR. McMASTER: Now, I would ask my friend to admit that the tenant of the premises, Mr. Dospital, requested the Custodian to check over the goods when he was leaving the premises.

MR. BOWEN-COLTHURST: There is a letter on the file, your honour, from this man in which there was some such request, but I just want to check on that. There is a letter on the Custodian's file which I don't think is necessary to enter as an exhibit dated November 20, 1943 from this man Dospital in which he states that the lease in question is running out and he requests the Custodian to come out as he wishes a release from the Custodian before he finally leaves the place, and asks the Custodian to let him know when the Custodian will have a representative there as he will make a point of being on hand.

MR. McMASTER: Now I would ask my friend if he would undertake to produce any inventory that was taken by the Custodian at the time that this man ceased to be the tenant of the premises.

MR. BOWEN-COLTHURST: There doesn't appear to be any such inventory on the file, but I will certainly make inquiries, and if there is such an inventory, if I am able to, I will see that my learned friend gets it.

MR. McMASTER: I would ask my learned friend to admit that the Custodian advised Mr. Dospital that the lease entered into with the claimant was void and of no effect, and also that the Custodian entered

into a rental arrangement with Mr. Dospital in or about January of 1943.

MR. BOWEN-COLTHURST: The only thing I have in that connection on my file, your honour, is a letter received by the Custodian from Mr. Dospital dated October 18, 1942 in which Mr. Dospital states, in part, that he was unable to do anything in connection with a letter he had received from the Custodian which letter was dated October 14, 1942.

Now, unfortunately, that letter isn't on the file, and Mr. Dospital goes on to say that Mrs. Yamada had already received her share of the crop according to the contract -- which is no doubt the lease that is already entered as an exhibit -- and that Mrs. Yamada did have a Power of Attorney from her husband, and complaining that if the contract was illegal, the Custodian's representative should have told Mrs. Yamada about it, which indicates that there was a letter received from the Custodian by Mr. Dospital advising that the contract was illegal. As I say, there is no doubt the contract he was referring to was the lease that has already been filed as an exhibit. However, there is nothing on the file to indicate that subsequently a lease was entered into between Mr. Dospital and the Custodian, although I am not in a position to deny that that was so. I cannot admit it.

MR. McMASTER: I would ask my friend to be good enough to produce the letter written to Mr. Dospital

in which apparently the Custodian advised Mr. Dospital that the lease was illegal.

Perhaps my friend would be good enough to admit that the document that I have in my hand is a letter from the Custodian to the claimant dated May 6, 1943, and, without cluttering the record up, will admit that it states: "We wish to inform you that your property has been leased to Mr. Dospital for this year for the sum of $200.00, of which $100.00 is due August 1st, and the balance on October 1st, 1943."

I don't think it is necessary to file the document if my friend will admit it is a letter from the Custodian and contains that information.

MR. BOWEN-COLTHURST: I will admit that, certainly. I will admit that. There is a further part of the letter which I would like to put in myself.

MR. McMASTER: Well, we had better put the letter in, then. The only reason I didn't want to put the letter in, your honour, is because it has been scribbled on in pencil by Mr. Leckie. I will rub out the scribbling on it and file the letter as the next exhibit.

MR. BOWEN-COLTHURST: From what I have seen of Mr. Leckie's scribbling, your honour, nobody would be able to read it, anyway.

THE COMMISSIONER: You see, if it is in an exhibit, the Commissioner might think he had to read it.

MR. McMASTER: And would probably have to call on me for assistance, your honour.

(LETTER MARKED EXHIBIT NO. 8)

MR. McMASTER: Your witness.

MR. BOWEN-COLTHURST: In this case, your honour, with regard to the chattels --

MR. McMASTER: I am sorry, your honour, but before my friend proceeds, I would draw attention to the fact that that is a letter written after the effective date of the sale, and my instructions are that the rentals referred to therein were never received by the claimant. I might get that from the witness.

Q: Witness, with respect to this last letter referring to the rental of your husband's premises in 1943, did you receive any rent for the premises for 1943?

A: No.

MR. BOWEN-COLTHURST: In this case, your honour, with regard to the chattels, it will be contended that the Custodian never received a J.P. form from Shintaro Yamada, the husband. As his wife, the present witness, stated, he owned part of the real and personal property already declared by her in her J.P. form. In this letter that has been filed as Exhibit No. 8, it will be noted that there is a request of this present witness by the Custodian in connection with that.

It will be further contended that as far as some of the chattels were concerned, inasmuch as they were left in the care of this man Dospital, who was appointed by the claimant or by his agent, and who was soneone other than the Custo-

dian, then the Custodian would only be liable for when he actually assumed control of such chattels.

It will be contended further with regard to the chattels that what chattels were sold were sold at their fair market value. It will be contended that as far as some of the chattels were concerned, there was no value attached to them. It will also be contended that as far as any chattels that are not accounted for are concerned, that the claim put in by the claimant is excessive and exhorbitant.

With regard to the bulbs, the bulbswere dealt with by the Custodian as personal property, and it will be contended that Mr. Dospital, who has already been referred to, stated in a letter that Mr. Yamada did not have the bulbs attended to as he did not want to spend any money on them.

MR. McMASTER: Your honour, my friend surely isn't putting that in as a statement of his defence. I mean, he should state his defence, not what somebody said.

MR. BOWEN-COLTHURST: I think that is a fair enough objection. I won't pursue that.

In any event, as far as the bulbs are concerned, they are treated by the Custodian as personal chattels and what I have said with regard to the general personal chattels claim would apply in that respect.

With regard to the real estate, the property was sold for $2327.00, which, it will be contended,

was a fair market value for that property.

I would ask my friend to admit, if he will, that the assessed value for the year 1943 of the land in question was $1133.00, the improvements $2220.00, making a total assessed value of $3353.00.

MR. McMASTER: That appears to be correct, your honour, including the bulbs in the value of the land.

MR. BOWEN-COLTHURST: That, of course, is a matter of argument, your honour, I suppose.

CROSS EXAMINATION BY MR. COLTHURST:

Q: Mrs. Yamada, you, of course, haven't any experience as a real estate appraisor and don't set yourself up as an expert in that particular line, do you? A: No.

MR. BOWEN-COLTHURST: Have you seen that letter?

MR. McMASTER: I will admit that letter if it is of any particular value.

MR. BOWEN-COLTHURST: My friend is prepared to admit a letter dated November 7, 1942 from this present witness to the Custodian in which she states in part: "I am today writing a short letter asking Mr. Dospital to send me three pairs of window curtains which were left hanging in the sitting room of the house on my property at Bradner, B.C."

My friend is prepared to admit that this letter that I am filing now as Exhibit No. 9

is the letter of this present witness in which she states in part: "I had mentioned the fact when registering that my husband had interest in all the properties both real and personal so my husband need not register again." The letter is dated March 3, 1943.

(LETTER MARKED EXHIBIT NO. 9)

MR. BOWEN-COLTHURST: I am filing as Exhibit 10 the J.P. form of Mrs. Yamada, the signature of which my learned friend is admitting.

MR. McMASTER: That is correct, your honour.

(J.P. FORM MARKED EXHIBIT NO. 10)

MR. BOWEN-COLTHURST: I also wish to file the Custodian's Analysis of Personal Property Claim, but I understand my learned friend is objecting to it.

MR. McMASTER: Well, I put my objection in this form, your honour: My friend can file it if he sees fit to, but I draw your honour's attention to the fact that it contains an allegation that the bulbs were sold as chattels which is going to be an issue on a point of law; and also it contains a number of remarks in the right-hand column which, it will be submitted, are not a correct analysis of the situation. Insofar as the statement purports to show what was set out in the J.P. form, it appears to be correct, but the other figures don't appear to be correct and it entirely neglects to mention the inventory which the Custodian took himself. Now, I think it is a very inadequate

claims analysis, but if my friend thinks it will be helpful to the Commissioner, well, subject to those objections, I suppose it might be filed.

(CLAIMS ANALYSIS MARKED EXHIBIT NO. 11)

MR. BOWEN-COLTHURST: Q: Now, when were the bulbs that you have referred to put in, Mrs. Yamada?

A: What does he mean by that?

THE COMMISSIONER: What do you mean "when were they planted"?

MR. BOWEN-COLTHURST: When were they planted, yes, when were they put in the land.

A: When they were in their present condition or when we first planted them?

Q: When they were first planted.

A: Really first planted?

Q: Yes. A: 1931, I believe -- or '32 is it, when we bought the land? '32, I believe.

Q: And when was the last time that they had been given any attention prior to you and your husband evacuating? A: They were tended right to the very last day I was on the premises.

Q: When was it that you were evacuated?

A: 29th of April, 1942.

Q: Now, I have on hand here a letter from this Mr. Dospital in which he states, in part: "The bulbs have been three years in the ground. Should have been attended to two years ago, but Mr. Yamada did not want to spend any money on the place and it was left to nature to take its course." Was Mr. Dospital a neighbour of yours over there?

A: Yes, he was the tenant.

Q: And he was familiar with what was going on on your farm during the few years previous to evacuation? A: I doubt that.

Q: What? A: I doubt that he was familiar with the bulbs.

Q: In any event, he knew your husband, did he not?

A: Pardon?

Q: He knew your husband? A: Oh, yes.

Q: And had for some few years previous to the evacuation. A: Yes.

Q: And he states in this letter as I have said, that Mr. Yamada didn't want to spend any money on the place in those last two years. What had Mr. Yamada spent on this place during the last two years, do you know, prior to his evacuation and in particular with respect to the bulbs?

A: He spent all his time, as far as I am concerned. He spent everything. He kept it as well as possible.

Q: Aside from labour of his own, did he spend any money on the bulbs during the last two years immediately preceeding your evacuation?

A: Well, one lot that we transplanted in '40 or '41, we treated them and took care of them.

Q: When was that? A: In 1942 -- in '40. And there was some that we transplanted in 1941.

Q: I see. So that was just a matter of labour, was it? I am dealing right now with the matter of whether any money was spent on the bulbs during

the two years immediately preceding.

MR. McMASTER: What does my friend mean by "monies spent on bulbs?" I think he should clarify that. Does he mean, buying bulbs, fertilizing them, spraying them, or what?

MR. BOWEN-COLTHURST: It was, of course, an all-inclusive question. It would possibly be better to be more particular with regard to the question.

Q: You didn't purchase any bulbs during the two years immediately preceding your evacuation, did you? A: No.

Q: Did you spend any money on materials for bulbs that were used, such as fertilizer or sprays or anything of that sort on the bulbs during the two years immediately preceding your evacuation? A: What do you mean by that?

THE COMMISSIONER: Q: Well, fertilizer: did you spend any money for fertilizer?

MR. BOWEN-COLTHURST: Q: During the last two years.

A: Yes.

THE COMMISSIONER: Q: On the bulbs?

A: They get a coating every year.

MR. BOWEN-COLTHURST: Q: I beg your pardon?

A: They get a coating every year.

Q: Did they get a coating during the year you were evacuated or within the year previous to evacuation? A: Yes.

Q: A coating of fertilizer? A: Yes.

Q: Did you have any discussion at any time with Mr.

Dospital with regard to not wanting to spend any money on the place? A: No discussion whatever.

Q: What I am trying to get at, Mrs. Yamada, is: as we say, we have this letter on file from Mr. Dospital and I am trying to see if we can get the explanation of that. Have you any explanation of that at all?

A: No, I have no explanation because I don't recollect ever sending any letter to Mr. Dospital in regard to that statement you have there.

Q: Now, Mrs. Yamada, I don't think I asked you what type of bulbs these were that you had and that you have referred to in your claim.

A: There were quite a few different varieties.

Q: What did the bulbs chiefly consist of?

A: You mean the varieties?

Q: Yes. A: There were King Alfreds.

Q: I beg your pardon? A: There were King Alfreds, Emperors, narcissi, Queen of the North.

Q: Could you say what the proportion was, roughly, as to the different types of bulbs?

A: We had an amount of every kind.

Q: I know, but were they all about the same proportion? A: Yes, I believe they were all about the same proportion.

Q: There wasn't any one type that was in greater proportion than others?

A: No. I couldn't say definitely.

Q: And have you stated all the different types, now,

Or are there others?

A: There are some other types, minor ones.

Q: What else? A: The Princepts, Lawrence, Gloucester.

Q: What are they -- are they tulips?

A: Daffodils and narcissi.

Q: They were various types of daffodils and narcissi? A: Yes.

Q: And that is all, as far as the types of flowers are concerned? A: Yes.

MR. BOWEN-COLTHURST: That is all.

MR. McMASTER: I would ask my friend to produce, or to undertake to produce a copy of the Deed of Land for these premises to the Veterans Land Act Administration.

MR. BOWEN-COLTHURST: I haven't got that on the file.

MR. McMASTER: And I would ask him to undertake to produce any document which purported to reserve from the sale of the lands the bulbs.

RE-DIRECT EXAMINATION BY MR. McMASTER:

Q: Now, witness, I understand from the evidence that you gave on cross-examination that you and your husband had carried on the bulb business on these premises since 1932 up to the time of your evacuation? A: Yes.

Q: Did you assist your husband in looking after the bulbs? A: Yes.

Q: And in the first instance, did you purchase the bulbs? A: Yes.

Q: And then what would be the procedure with regard to the bulbs you purchased in terms of planting them and cultivating them and so on?

A: At certain intervals of every three years, it was usually our practice to dig them out and then transplant them again.

Q: Yes, and when you dug them up what did you do with them then? A: When we dug them up we dried them.

Q: Yes. A: And then treated them.

Q: Yes. A: And then planted them.

Q: Now, from 1931 or 1932 when you started in the bulb business till the time of your evacuation, did you each year tend to the bulbs in a proper manner? A: Yes.

Q: And during the years 1940 and '41, did you treat the bulbs in a proper manner during those two years? A: Between '41 and '42?

Q: Yes, in the years '40, '41 and '42 before you left? A: Yes, where necessary they were treated.

Q: Yes, but did you leave the bulbs lying in the ground for longer than three years?

A: No, they were just ready to be pulled out in '41 when we left.

Q: In 1941 when you left. A: Yes, yes.

Q: And did you or your husband ever, to your know-

ledge, tell this tenant -- what is his name, again?

A: Dospital.

Q: Mr. Dospital, that you had let the bulbs go for a couple of years? A: Not that I know of.

Q: Did you ever tell him that you had let them go at all? A: No.

Q: Or did you, in fact, let them go?

A: No.

MR. McMASTER: That is all.

THE COMMISSIONER: That is all, thank you.

MR. McMASTER: I would like to call the husband on this last point only, your honour, if I might.

THE COMMISSIONER: Very well.

MR. McMASTER: Mr. Yamada.

SHINTARO YAMADA, the Claimant herein, being first duly sworn, testified through the official interpreter as follows:

DIRECT EXAMINATION BY MR. McMASTER:

Q: Witness, were you present when your wife instructed me to draw this form and when she signed this form? I am referring now to Exhibit No. 1. A: Yes.

Q: And did she discuss with you at that time the information which she instructed me to put in this form? A: Yes.

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

Q: Now, witness, your wife assisted in the operation of this farm, assisted you, did she?

A: Yes.

Q: You had been carrying on a bulb business on this farm from 1931-32 or thereabouts up till the time of your evacuation. A: Yes.

Q: Now, it has been suggested that the tenant, Mr. Dospital, to whom your wife rented the premises has said that you told him that you hadn't been looking after the bulbs for the last two years before your evacuation. Did you ever make any statement like that to Mr. Dospital?

A: No, I didn't say anything of that nature.

Q: Did you ever tell anybody anything like that about your bulbs? A: No.

Q: Did you ever tell Mr. Dospital or any other person that you didn't want to spend any money on the place? A: No.

Q: Did you, in fact, in the years 1940 and 1941, immediately prior to your evacuation give your bulbs the proper care? A: Yes.

Q: At the time of your evacuation in 1942, had you observed any evidence of any of your bulbs being diseased? A: No.

MR. McMASTER: Your witness.

CROSS EXAMINATION BY MR. BOWEN-COLTHURST:

Q: How long have you known Mr. Dospital?

A: About one or two years before evacuation.

Q: And he was a neighbour of yours during that

time, wasn't he? A: Yes.

Q: He knew what was going on as far as your bulbs and the bulb crop was concerned?

MR. McMASTER: Just a minute. I don't know how this witness can say that, your honour.

MR. BOWEN-COLTHURST: All right.

Q: Do you know of any reason that Mr. Dospital would make such a suggestion as has been put to you by your counsel if it was not so?

A: I don't know where he heard that from.

MR. BOWEN-COLTHURST: That is all, thank you.

THE COMMISSIONER: That is all.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hambleton

G. Hambleton
Official Reporter

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

J.R. Archibald

J.R. Archibald,
Sub-Commissioner.

CASE No. #99 MAY 10 1948

DEC 2 1947

NOTIFIED APR 15 1948

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

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

ACKNOWLEDGED

14041 Kamloops

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

(1) NAME YAMADA (Print) Surname SHINTARO Given Name (RCMP) Reg. No. 12918

(2) Pre-Evacuation Address Bradner, B.C.

(3) Present Address Postal: 133 Victoria St., Kamloops, B.C.

(4) REAL ESTATE

(a) Street Address (if any) Bradner, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) Lots (2) & (3) of S.E. 1/4 of Sec 4, Twp 17, (Map 4951) situated at Bradner, Municipality of Matsqui, District of New Westminster, Province of British Columbia

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

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

Type of business Mixed farming

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

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

(i) Land wild & cleared (20 acres cleared) $ 5000.00

(ii) Buildings house, bunkhouse, barn, garage, chicken house, etc. $ 2920.00

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) $ 3000.00

value of crops sown = $ 450.00
6 acres straws at $ 50.00 = $ 300.00
2 " hay @ $ 250.00 = $ 500.00
2 " potatoes @ $ 350.00 = $ 700.00
2 " new seeding @ $ 225.00 = $ 450.00
1 " currants @ $ 250.00 = $ 250.00
1/4 " garden & small fruits $ 150.00
implements & furniture $ 100.00

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) $ 15176.00

(v) Amount at which Custodian sold property and credited your account $ 2496.47

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) $ 12,673.53

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation left in buildings on property at Bradner, B.C.

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

(c) How stored or packed at time of evacuation furniture and chattels left in house, equipment supplies implements in bunkhouse garage basement (pieces neatly together)

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care") left with Mr. Dostie who looked after them to best of his ability until Custodian came and made an inventory of all chattels and took over same.

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

			Value as account rendered by Custodian
1.	all chattels and	Estimated Value $	
2.	equipment, supplies,	Estimated Value $	
3.	implements etc	Estimated Value $ 810.00	$288.52
4.		Estimated Value $	
5.		Estimated Value $	
6.		Estimated Value $	
7.		Estimated Value $	
8.		Estimated Value $	
9.		Estimated Value $	
10.		Estimated Value $	

TOTAL CLAIM FOR PROPERTY LOSS $ 521.48

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 13,795.01

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

(b) Do you require the services of an interpreter at the hearing? Yes or no Wife will do interpreting

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

DOMINION OF CANADA)
Province of B. C.)
TO WIT:)

I, Shintaro Yamada of the
of Kamloops in the British Columbia

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the City)
of Kamloops,)
in the Prov. of B.C.) S Yamada
this 17th day of Nov)
A.D. 1947.) A Commissioner &c.

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

5 YAMADA

(Claimant's Name)

REAL ESTATE
(Farm Land)

12918

Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared	25½	1931	Mrs Owen	$735.00	all uncleared	None	Land and all improvements at least $10,000.00
Cultivated not planted	2						
Cultivated and not in crop							
List Crops							
Strawberries	6½ ac.						
Loganberries	2½						
Raspberries	4½						
Currants	1¼						
Asparagus	½ ac.						
Bulbs	2½ ac.						
Total	18 acres / 45-½ ac.						

IMPROVEMENTS SINCE PURCHASE OTHER THAN BUILDINGS (e.g. cultivation plants, trees or special equipment)

Description	When Made	Cost
Cleared about 20 acres - 1931-41 mostly hired labour		approximately $200 per acre
Put in about 6000' drainage ditches (cedar covered) from 1931- hired labour mostly		estimated cost 800.00
Dug 3 wells - 1 fully cribbed - other two partially cribbed - planted 28 fruit trees & nut trees		
Planted crops as above (see details re bulbs below) for cost of $200.00		
Brought in electricity about 19	about present time	

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
House (Full Basement)	24x28	Asph. roofing & shingles	1932	Materials & labour (hired)			approx cost $2100.00	
addition	10x28	Same	1933	"		"	approx " 100.00	
addition	10x12	Same	1938	"		"	approx 75.00	
Stables	14x20	shiplap	1932	"		"	approx 50.00	
addition	10x20	Cdr Shakes	1935	"		"	approx 75.00	
"	10x24	" "	1936	"		"	approx 75.00	
"	8x14	" "	1936	"		"	approx 75.00	
"	16x20	" "	1939	"		"	approx 500.00	
2 Storey Bunk House	18x30	~~Siding & Co~~	1939	"		"	approx 70.00	
addition for garage	12x30	1x10 rough then	1939	"		"	" 100.00	
Chicken shed	10x20	shiplap	1935	"	only	"	" 25.00	
5 roof shelters (parking houses)			different years					
Root House	10x12	cribbed with cedar boards	1939 or 1940					

Comments re Appraiser's report not covered by above information:

The appraiser failed to fully describe the buildings on our property. He mentions only 2 wells whereas there were 3. He mentions only 12 fruit trees and plums no value on them whereas we had 28 fruit and nut trees - about ½ of the trees were bearing when we were evacuated. On page 2 he shows nearly 30 acres in crop and his list of the various crops on pg 3 only adds up to 15 acres. At the time we left the acreage planted was as above and as the appraiser was there in June /42 it is unlikely that there was any change. The appraisal does not appear to put any values on taxes ~~crops~~ plants. The crops for 1942 were of course disposed of on a share profit basis except the flower crops which were sold before evacuation.

K. Yamada
SIGNATURE

over

For full ~~my~~ crop to Pacific Co-op Union

Before being evacuated I had an offer for $2500.00 Hammer we hoped to return before long and entered into an agreement with a neighbor to lease the premises on a share crop basis (50-50) for the duration. I received approx 660.00 in 1942 from this tenant. However, he informed me that the Custodian

EXHIBIT No. 99-1
DATE MAY 10 1948
FILED BY

advised the land was no good after 1942 and we received nothing. ~~[illegible]~~ a full accounting.

The appraiser barely mentions that we had some bulbs planted on the premises. These were in fact a very valuable addition to the premises. We estimate that we had from 200,000 to 250,000 bulbs planted when we left. In a letter dated March 14/44 from the Custodian to Mr. Barnet (a copy of which will be filed) the Custodian refers to a report from Mr. Watkin to him on our bulbs along with other persons. We believe that in that report Mr. Watkin must have confused our name with that of Mr. Yamamoto as he showed Yamamoto as having 250,000 to 285,000 bulbs. Yamamoto did not have nearly as many bulbs as this and I believe he gave evidence to that effect himself when his case was heard (Mr. Isamu T. Yamamoto). Mr. Watkin used to call us Yamato which might account for the error. At a conservative estimate ($5.00 per 1000 in the ground) our bulbs were worth at least $3000.00. Therefore Mr. Watkins estimate of $1500 as shown in Mr. Shirr's letter would appear incorrect.

Mr. Dospital (the tenant) agreed to look after the berries + bulbs. Whether he did so or not we do not know but in any event there should have been no material depreciation by Jan 1/43 the date of sale to V.L.A. When we left there was no sign of disease in the bulbs and if they became diseased it was our opinion that this occurred after the sale and because of lack of care. Even after some of the bulbs were found to be diseased as appears from the Custodians file nothing was done to properly check the condition, so that Mr. Watkins estimate of their value in 1944 has no relevancy as to the condition and value of the bulbs at the date of sale.

The Custodian sold the land with the bulbs in the ground and treated them in the same catagory as strawberry + other fruit plants. The fact that he subsequently dug up the bulbs and sold them and credited the sale price ($275.00) to our account does not make the bulbs chattels. The crediting of this money was just an adjustment on the sale price according to our advice.

Having regard to the district in which the land was situated, the cost of purchase (in a low market) the extensive improvements as shown above; the various plants and particularly the valuable bulbs, and also, as the appraiser admits, the land had been well farmed we consider a fair market value at Jan 1, 1943 would have been at least $10,000.00. The soil in the area of our land is particularly suited to bulb growing. This is one of the few areas of the province where bulbs can be grown on a large scale commercially.

BC-404-P

BC/404-P Page 1 S.S. Form No. 43 (Sheet 1)

Farm Appraisal Report

EXHIBIT No. 99-2 DATE MAY 10 1948 REPORTER Mrs Mackie

File No. JL 296

Land Description Lots 2 and 3, SE¼ Sec.4, Tp.14, Map 4951, N.W.D.

Containing 45.307 Acres

Owner's Name YAMADA, S. Post Office Address Bradner, B.C.

Nearest Rail Point Bradner Distance ½ mile

Market Town Abbotsford Distance 8 miles

Church (give denomination) United Distance ½ miles

Nearest School Bradner Distance ½ mile

State how property was identified: L.R.O. sketch, map and surveyed roads.

Roads: State whether property has access to main road, the kind of road and its condition.

Is No. 875 Bradner Road - gravelled.

Is this district a good one? Yes.

Employment opportunity Local in berry season, remote in hops, mills, logging.

Predominating Nationality and religion: British, none predominant.

Describe Fencing and its condition: None. Value $

Water supply: 2 wells near house. Value $inc. in land

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 28	lumber	9	shgl	old	6' posts	good	)
Add'n.	10 x 12	"	6	"	"	blocks	"	) 600.00
Add'n.	10 x 28	"	7	"	"	"	"	)
Stable BARNS addns	14 x 22	"	9	"	"	"	poor	60.00
Pckg. Hse.	16 x 30	"	12	"	"	"	good	)
Garage-addn BARNS	12 x 30	"	7	"	5	"	"	) 175.00
	x	(upstairs for pickers' quarters)						)
xxxxxxShed	12 x 20	"	8	"	new	"	"	50.00
Bath house	10 x 12	"	8	no value to white		man		-
5 roof	shelters for fruit & pickers.			Spl. cedar.		$10.00	each	50.00
	x							
	x							

Electric light established throughout buildings.

Total present day value $ 935.00

Total Value Buildings add to farm $ 800.00

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

$

Describe the basement and chimneys: Basement all above ground level. Could not get to see basement. Planks on posts. Brick chimney on bracket.

No. rooms downstairs? 6 Upstairs? None How finished V-joint.
2 rooms are in addition at ground level.

Are buildings painted? No. Condition of paint

Distance from nearst bush 100 yards.

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
19.81	undulating 19.81 ac.	12" silty loam	silty clay	straws, logans, rasps currants, bulbs & asparagus, fair condition	65.00	1287.65

Area which can be cultivated without cost other than for breaking.

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE

Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.

	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	
5.53	undulating 5.53 ac.	12" s.loam	s.clay	med. clearing	125.00	15.00	82.95
19.967	" 19.967 ac	"	"	heavy clearing	150 to 175	10.00	199.67

Area Unsuitable for Cultivation.

CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE

Total value of Land $ 1570.27

Total added by buildings to value of farm $ 800.00

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

Total value of farm $ 2370.27

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:

Fully occupied, until owner evacuated recently. Buildings now unoccupied. Mr. J. Dospital, a neighbour, holds a duration lease, lives at home ½ mile away. Farm seems to be in good shape and well tilled, except raspberries. 2½ acres of strawberries are in last year. Will be plowed up this fall.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.

Fruit or mixed.

Noxious weeds: Canada thistle.

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

Mun. and school $58.00.

Matsqui Mun.,
Mt. Lehman, B.C.

Date: 15th June, 1942.
Place: Abbotsford, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 10th day of June, 19 42.

Inspector's Signature "B.C. WORMWORTH"

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

Farm Appraisal Report

JL 296

Remarks: This place is a fair average of the farms in the area. Cultivated land is comparatively new, and appears to have been well farmed. Place is now in the hands of a man, who hopes to eventually acquire it as a fruit farm, disposing of his own dairy farm ½ mile away. For this reason I do not expect the depreciation that would otherwise result. Buildings will of course, deteriorate through lack of occupants.

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation.

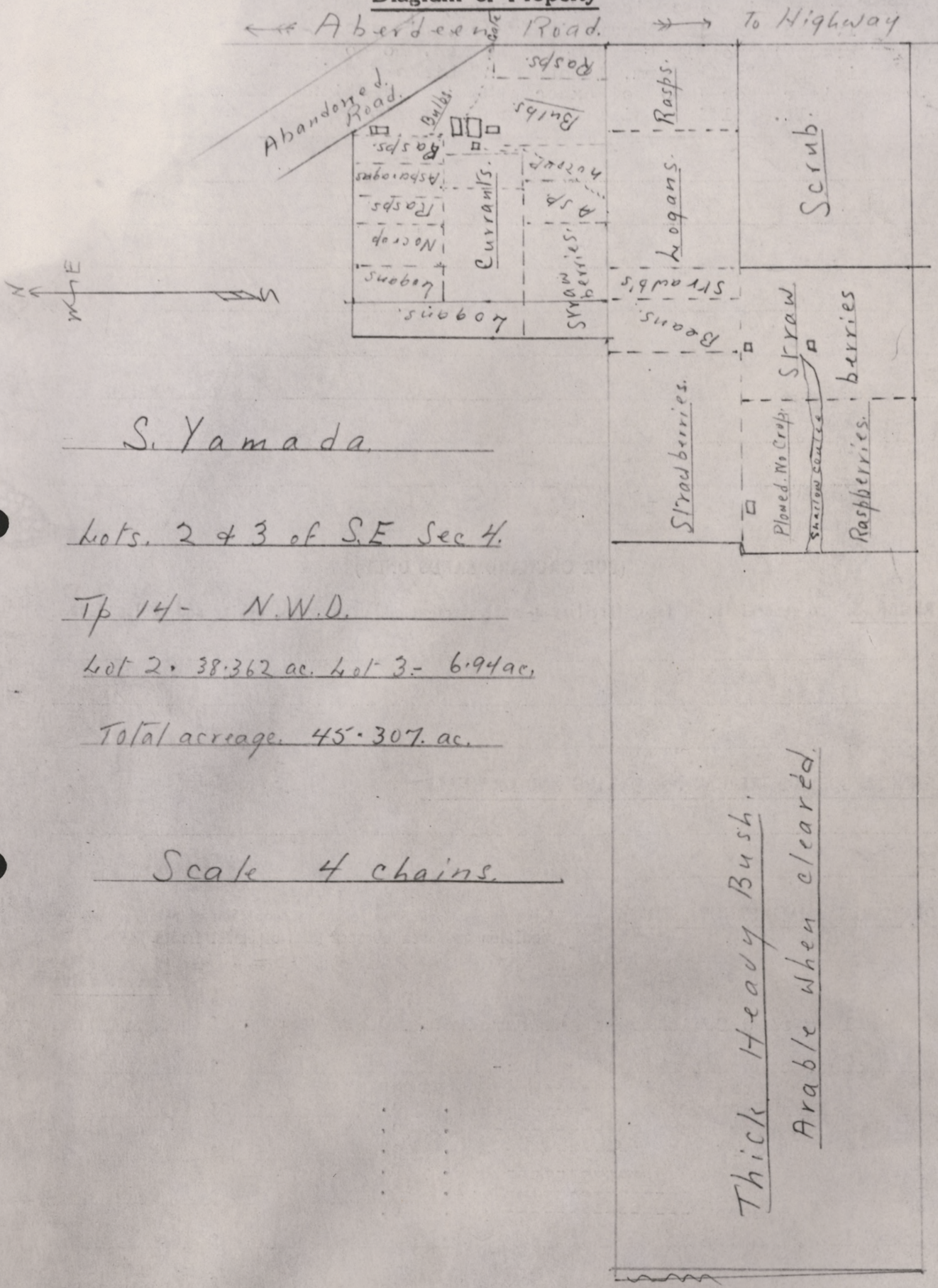
ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

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

	Present Value
12 varied fruit trees for home use. add no value.	$
other crops at this time are:-	$
Strawberries---------- 6 acres	
Raspberries --------- 2.8 ac.	$
Loganberries --------- 2.5 ac.	
Currants ---------- 0.9 ac.	$
Asparagus ---------- 0.5 ac.	
Bulbs ---------- 1.4 ac.	$
Beans ---------- 0.9 ac,	
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

Diagram of Property



S. Yamada

Lots. 2 & 3 of S.E Sec 4.

Tp 14- N.W.D.

Lot 2. 38.362 ac. Lot 3:- 6.94 ac.

Total acreage. 45.307. ac.

Scale 4 chains.

Following careful review of this appraisal report, it is my opinion that the present value is $ 2300.00

Date 17th June, **19** 42.

"I.T. BARNET"

District Superintendent.

EXHIBIT No. 99-d
DATE MAY 10 1948
FILED BY

This Indenture.

made the fifteenth day of April in the year of our Lord

one thousand nine hundred and forty-two.

Between.

Kikuye Yamada, (Mrs Shintaro) of the Village of Bradner, in the Province of British Columbia. Farmer. (hereafter called the Owner, of First Part) and

John Dospital. of the Village of Bradner, in the Province of British Columbia. Farmer. (hereafter called the Tenant, of Second Part)

Witnesseth that in consideration of one half (½) of the nett profits which are derived from the sale of produce which are produced on the following lands viz,

Lots #2, and #3. of the South East Quarter, (S.E.¼) Section Four (4) Township Fourteen (I4) Map 495I. N.W.D.

and which are remitted annualy to the Owner, the Owner doth demise and rent to the tenant the above named lands, on certain conditions hereinafter set forth.

The Tenant agrees to take over the property for the duration of the War or until futher notice is given to him, He will attend to all the business pertaining to the berries and bulbs on the farm.

After all expenses have been paid including taxes, the nett: profits will be equaly devided, and the Tenant will forward half to the Owner.

The Tenant agrees to keep the property in good repair and condition to the best of his ability, but will not be responsible in case of fire or theft, or any other matter that he has no control over, but he will in every way protect the Owners interest with all care.

It is understood that the following tools are being left on the property, for the Tenants use, and are to be returned to the Owner at the end of Tenancy, viz

I cultivator, 2 sections of drag harrow, I-I horse plough, 6 garden hoes, 5 potato forks, 5 Japanese sickels,

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

Signed Sealed and Delivered
By the Owner, In presence of

George A Loach J.P.
Bradner BC.

Kikuye Yamada.

Signed Sealed and Delivered
By the Tenant, In presence of

George. A Loach J.P.
Bradner. BC.

John Dospital

Continued second page.

I hereby certify that on the fifteenth day of April. I942. at Bradner, in the Province of British Columbia.

Kikuye Yamada, (Mrs Shintaro) and John Dospital, who are

personaly 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 are of the full age of twenty-one years.

In Testimony Whereof, I have hereunto set my Hand and Seal of Office at Bradner in the Province of British Columbia this fifteenth day of April in the year of our Lord one thousand nine hundred and forty-two

G St Loach J.P.

A Justice of the Peace in and for the Province of British Columbia

GOVERNMENT OF BRITISH COLUMBIA

Return to
GOVERNMENT AGENT
AT POINT OF MAILING

EXHIBIT No. 99-4
DATE MAY 10 1948
FILED BY Mrs Mc Meeken

3 Photos







EXHIBIT No. 99-4
DATE MAY 10 1948
FILED BY Mr Mr Mao

22

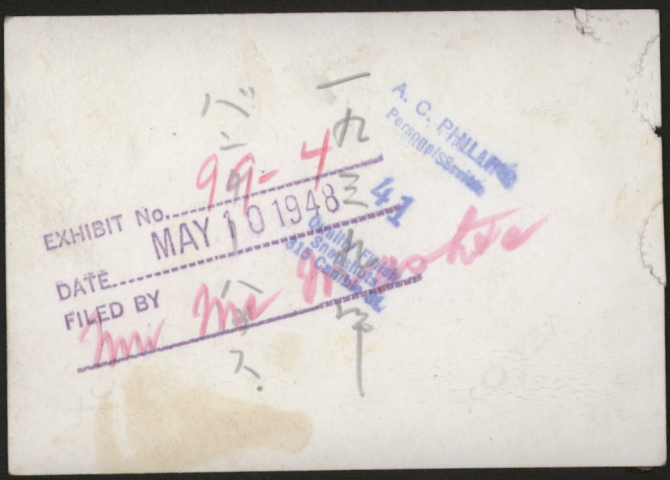


EXHIBIT No. 99-4
DATE MAY 10 1948
FILED BY Mr Mr Mao

18

EXHIBIT No. 99-5
DATE MAY 10 1948
FILED BY

According to Mr. F. Falkin there are bulbs valued at $5,000.00, which should net $4,000.00 if sold, on these properties.

JL 296 - Shintaro YAMADA
File 14041

Assessed value of property:	Land	$1,133.00	
	Improvements	2,220.00	or $3,353.00
Veterans' Land Act offer			2,327.00

According to Mr. F. Falkin there are bulbs on this property which should sell for $1,500.00.

We are informed that there may be a considerable market value for these bulbs and it is assumed that the value of the bulbs was not taken into account in the appraisal which formed the basis of the purchase of these properties.

We are, therefore, asking whether you will arrange to give us permission to remove these bulbs at the proper time during the coming summer. We realize that in view of such an outstanding arrangement you may need to give some consideration to any tenant you may secure for these properties and under these circumstances if you think that a nominal rental should be paid by us we will be pleased to consider same.

Yours truly,

F.G. Shears,
Director.

FGS/PMH

COPY

4524
13385
13930
4988
14041

14th March, 1944.

I.T. Barnet Esq.,
District Superintendent,
Soldier Settlement Board &
Veterans' Land Act,
518 Rogers Building,
Vancouver, B.C.

Dear Sir:

We recently interviewed Col. Chandler and yourself in regard to daffodil and tulip bulbs in certain properties included in the sale to the Director, The Veterans' Land Act. The four cases in question and the statements made in regard to the bulbs are as follows:

JL 679 - Masao MIKI
File 4524

Assessed value of property :	Land	$1,315.00	
	Improvements	3,500.00	or $4,815.00
Veterans' Land Act offer			2,509.00

Declared 317,000 Bulbs of which 30,000 are tulips.
Bulk of balance in daffodils.

JL 240 - Isamu T. YAMAMOTO
File 13385

Assessed value of property:	Land	790.00	
	Improvements	1,000.00	or $1,790.00
Veterans' Land Act offer			1,360.00

Approx. 250,000 to 285,000 daffodil, tulip and narcissus bulbs, according to Mr. F. Falkin.

JL 678 & 295 - Kazuo & Kogiro IMAMURA
Files 13930 & 4988

Assessed value of property:	Land	$1,967.00	
	Improvements	5,100.00	or $7,067.00
Veterans' Land Act offer			$2,992.00

Name of article	Price bought	When bought New or used	Condition	Est. Value
1 record player	$20.00	New Nov. 1941	Very good	$15.00
1 kitchen range	75.00	New 1933	Fair	40.00
1 coffee table	4.00	New 1940	Very good	3.00
1 lot utensils	11.00	New	Fair	5.00
1-10 gal } stone crocks 1-6 gal } milk covers	7.00	New	Very good	5.00
4 doz qt & 3pt sealers	6.50	New	Good	5.00
1 cupboard	5.00	Homemade	Fair	1.50
4 long benches	3.00		Fair	2.00
4 spring beds	50.00	New	Fair	30.00
12 mattresses	60.00		Fair	15.00
1 Simonds Steel Baby Cut	17.00	New 1935	Fair	8.00
1 bureau	35.00	New 1937	Very good	25.00
1 wardrobe	6.50	New 1940	Very good	5.00
2 coal oil lamps	3.00	New	Good	2.00
1 plough	28.00	New Fall 1941	New	25.00
1 horse cart	30.00			15.00
5 lots log chains	15.00	New	Fair	10.00
1 stump puller	50.00	1936	Fair	10.00
11 garden hoes	13.75	New	Fair	5.50
5 potato forks	9.00	New	Good	5.00

200 ft 3/4" cable with round hooks				
50 ft 1/2" cable	50.00	New 1939	Good	35.00
2 blocks		some in 1940		
1 log hook				
4 axes	8.00	New 1	Fair	$4.00
2 mattocks	6.00	New	Fair	4.50
2 pevises	7.00	New	Fair	5.00
1 sledge hammer	3.50	New	Fair 1939	1.50
1 brush hook	3.00	New	Good	2.00
1 scythe	5.00	New	Good	3.50
2-7' saws	16.00	New	Good	8.00
1-5' saw	6.00	New	Fair	3.00
2 manure forks	7.50	New one in 1940	Good	5.00
1 post hole auger	2.50	New	Good	2.00
1 rake	1.50	New		
2 V handled hoes	3.00	New	Fair	2.00
2 long " "	6.00	New 1941-42	Good & New	4.00
16 sickles	12.00	New	Fair	8.00
3 bulls chicken netting	36.25	New 1941	Good	20.00
100 lbs new Raspberries	20.00	New 1941	unused New	10.00
200 lbs old raspberries	20.00	New	Good	10.00
200 bd ft lumber	6.00	New 1942	Unused	6.00
4 bdls new laths	2.00	New 1942	Unused	2.00

1 hand cart	25.00	New 1938	Good	10.00
2-10 lbs Bordeaux spray	5.00	New 1941	Unused	5.00
400 new red bricks	15.00	New 1941	Unused	15.00
80' - 2" pipes	16.00	used 1941		
80' - 1" gal pipes		New 1941		
20' - 1/2" "	14.00	New 1941	Unused	14.00
1 lot fittings	6.00	1941	Good	4.00
36 new crates				
176 used "	57.00	New 1941	Good	33.00
50 shallow crates	10.00	New	Unused	10.00
52 bulb dipping bobes	15.00	New 1942	Unused	15.00
				473.50

S. YAMADA
(Claimant's Name)
(statement made by wife as she speaks English)

PERSONAL CHATTELS

12918
Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
Personal Property as shown on lists to filed with this statement.					$473.50

(If any of the goods claimed for might be deemed to be my property I consent to my husband making the claim for them and to any compensation that may be paid to him)

Description of Storage of Goods:

Goods described in lease (to be filed) were left with the custodian when he cancelled this lease (I never received a rental for their use after that date)

Balance of goods claimed left on premises. The owner promised to keep an eye on these goods but assumed no responsibility for them. I did not tell the person who filled in my J.P. form that the goods were in "custody" and I was not given any opportunity to read the J.P. form before being asked to sign it.

General Statement as to Chattels not Described above:

At the time I signed the J.P. form I told the person taking it that I ~~was~~ wanted to give a detailed inventory of all items but they said not to bother as it was too much trouble to type. I also told them that I had a power of attorney from my husband and was making the declaration on his behalf as well as my own. This was the reason why my husband never filled a J.P. form and I wrote the Custodian and so advised him.

Additional Comments, if any:

In any event it does not matter as all the goods claimed for were received by the Custodian and sold by him when the difference between a fair sale price and the price at which the Custodian sold is great I have no claim. The values shown by me on the list attached to above I

S. Yamada
SIGNATURE

EXHIBIT No. 99-6
DATE MAY 10 1948
FILED BY

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

EXHIBIT No. 99-7
DATE MAY 10 1948
FILED BY Mr Mr Marty

PHONE PACIFIC 6131

PLEASE REFER TO
FILE No. 4526 & 14041

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

March 13, 1943.

Mr. and Mrs. Shintaro YAMADA,
Registration Nos. 12918 and 12917,
c/o 133 Victoria Street,
Kamloops, B. C.

Dear Sir and Madam:

Further to the last part of our letter to you of March 9th and your request of March 3rd for a list of effects left behind by you, we would mention that as from the beginning of December last year we gave up sending lists of chattels to Japanese evacuees. This move was taken purely in the interests of economy as the office work involved was very considerable. We are still, of course, inventorying and protecting, to the best of our ability, all Japanse effects left in the Protected Area.

You declared a number of articles of furniture to be left in your house in the custody of Mr. John Dospital together with some farm implements to be used by him. We have on file a list as of September 21st, signed by him, which includes all the items declared by you together with quite a number of others.

If for any reason you particularly wish, we are prepared to send you a copy of this but unless we hear from you, we shall not do so.

Yours truly,

H. F. Green,
Protection Department.

HFG:MA

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

EXHIBIT No. 99-E
DATE MAY 10 1948
FILED BY

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

PHONE PACIFIC 6131

PLEASE REFER TO
FILE No. 4526
14041

6th May, 1943.

Mrs. Shintaro YAMADA,
Registration No.12917,
c/o 133 Victoria Street,
Kamloops, B.C.

Dear Madam:

In reply to your letter of April 19th, we wish to inform you that your property has been leased to Mr. Dospital for this year for the sum of $200.00, of which $100.00 is due August 1st and the balance on October 1st, 1943. These funds will be credited to your husband's account and the taxes and other administrative expenses on the property will duly be paid therefrom, while the balance can be obtained by application from your husband.

We have not as yet received your husband's registration, although we have requested him to fill in and return to us the registration form we sent him. As the property is in your husband's name, it will be administered under his account.

Yours truly,

R D Richardson

R. D. Richardson,
Farm Department

WEA:GF

99 - 9

EXHIBIT No. ----------

DATE May 10 1948

FILED Mr. Colthurst

c/o 133 Victoria St.,
Kamloops, B.C.
March 3rd, 1943.

R.P. Alexander Esq.,
Office of Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Gentleman:

Many thanks for your letter dated February 25th, which I received yesterday. I am very pleased to know that your actions regarding my properties will be made sympathetically.

In reply to your request about the different claims made by the Royal Columbian Hospital against the said party of "S. Yamada", I beg to inform you that neither my husband Shintaro Yamada nor myself are in any way whatsoever connected with or responsible for the different debts. In fact we have never had any services rendered at the Royal Columbian Hospital when living in the protected area. I would be very pleased indeed if you will immediately erase the error from our files.

I had written you the last letter for my husband who has interest in the properties I registered through the Custodian before leaving the protected area; with his views and standpoint regarding same as well as myself.

I had mentioned the fact when registering that my husband had interest in all the properties both real and personal, so my husband need not register again.

There is one thing which I would like very much to know is:- most of the Japanese people here have had sent to them last October, November, duplicate copies of your inventory covering all the chattels left on their properties in the protected area, to be confirmed and signed by them but which I had not received. Was I overlooked regarding this matter? I would very much like to know about this matter.

Thanking you for all trouble caused you.

I remain,

Yours very truly,

Mrs. Shintaro (Kikuye)
Yamada.

Reg. No. 12917

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

June 9, 1948

M. Dawe

FORM "JP"

FILE No. 4526

Mt. Lehman

OFFICE OF THE CUSTODIAN

EXHIBIT No. 99 - 10

DATE May 10 1948

JAPANESE SECTION

FILED Mr. Colthurst

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: YAMADA, Kikuye (Mrs. Shintaro)

HOME ADDRESS: Bradner Rd., Bradner, B.C.

REGISTRATION NUMBER 12917 SEX: Female AGE: 28

OCCUPATION: Housewife

(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: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Shintaro

ADDRESS OF WIFE OR HUSBAND: Kamloops, B.C.

NAMES OF ANY LIVING CHILDREN: Shoichi (M), Tomi (F), Sumiye (F).

ADDRESS OF CHILDREN: Bradner Rd., Bradner, B.C.

AGE OF CHILDREN: 10, 3, 5.

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

1. LOCATION AND DESCRIPTION: 45.30 acres on Bradner Rd., Bradner, B.C. Blocks 2 and 3, S.E. quarter, Section 4, Township 14, Map 4951. 1.03 acres at Mt. Lehman, B.C. (Dennison Station).

2. BUILDINGS AND OTHER IMPROVEMENTS: Dwelling house (7 room 2 storey house), bunk house and lean to garage, barn and four leanto's, chicken house, bath house with lean to shed, 5 packing houses, Dwelling house at Dennison Station, B.C. (8 rooms).

3. INSURANCE (Give particulars; state where policies are) North West Fire Insurance Co. Tanaka Insurance Agency-415 Powell St., Vancouver, B.C. Policy No. 205348, Amount $1,000.00 ~~annual~~ premium $18.00 paid to 1944.

4. TAXES (Amount and where payable) $56.37 on Lots 2 and 3 Mun. of Matsqui, B.C. $16.32 on Dennison Property, " "

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) 1941 taxes paid. None

6. OCCUPANCY AND LEASES (If vacant so state) Declarant is renting property for the duration of the war to John Dospital, Bradner, B.C. Lots 2 and 3 she will receive half shares after expenses have been paid, including taxes. Dennison property will be vacant.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In Royal Bank of Canada, Main and Lots 2 and 3./ Dennison property at registrar's office.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Husband - now at Kamloops.

9. IF FARM LAND STATE CROPS SOWN strawberries - 6 acres, logan berries 2 acres old raspberries 2 acres, new raspberries 2 acres, currants 1 acre, asparagus ½ acre, bulbs 2 acres, gooseberries 100 plants, 18 fruit trees.

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:

To be left in custody of John Dospital, Bradner, B.C. the following:-

household furnishings for 7 room house, including 1 dining room suite, 1 circulator, 2 heaters, 1 kitchen range.

Farm implements to be used by John Dospital, - 2 harrows, with tree, 1 cultivator, 1 plough, and miscellaneous farm articles.
To be left in bunkhouse and garage - pipes, spray, crates, (new and old. Cables and stump machines.

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 Husband - Shintaro Yamada.

FORM "JP" FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: $200.00 with North West Fire insurance Co., household furniture. Policy No. 205348.

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

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) 1 Victory Bond - 1942 loan for $50.00 in owner's possession.

8. BANK ACCOUNTS: Royal Bank of Canada, Hastings and Main, Vancouver, B.C. $500.00 - Bank of Montreal, Hastings and Main, Vancouver, B.C. $350.00

9. LIFE INSURANCE: Sun Life Assurance Co., for $1,000.00, annual payment $50.45, 20 year endowment, Policy No. 2238521 - Beneficiary - husband Shintato.

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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

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

Dated this 16th day of April 1942

(Signature) Kikuye Yamada

F.I.Williams
Witness

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

June 9, 1948

M Williams Clerk

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 14041 EXHIBIT

NAME Mr. Shintaro YAMADA (on property declared by Kikuye YAMADA - file # 4526 reg # 12917)

REG. No. 12918

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.
DECLARATION Apr.16/42	TAKEN BY			AUCTION	TENDER &c	
EVACUATION husband Sept.22/42 wife - Apr 29/42	DATE					
To be left in Custody of John Dospital, Bradner, B.C.:		All chattels and equipment supplies, implements	810.00	407.75		
		Bulbs	3000.00		225 00	
Furnishings for 7 rooms.						
1 Dining room suite						
1 Circulator						
2 Heaters						
1 Kitchen Range						
Farm Implements to be used by John Dospital:						
2 Harrows, with tree						
1 Cultivator						
1 Plough						
Misc. farm articles						
To be left in bunkhouse and garage:						
Pipes		Recap of Claim:				
Stray		Total Claim - Gross	3810.00			
Crates (new and old)		Less Amount received from Custodian (Net)	513.52			
Cables		CLAIM	3296.48			
Stump machines						
		Corrected Recap of Claim:				
		Total Claim	3810.00			
		Amount Received from Custodian (Gross)	632.75			
			3177.25			

No. 14041

No. 12918

EXHIBIT No.

CASE No. 99-11

EXHIBIT No.

DATE MAY 10 1948

FILED BY

VENUE

SALES ON	SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
7.75	225 00							Kikuye(Mrs. Shintaro) YAMADA declared chattels (JP) - April 16/42, left in custody of John Dospital, the farm implements were to be used by Dospital. He was the tenant of the Japanese on their property at 875 Bradner Rd., Bradner, BC The Custodian has never received a JP declaration from Shintaro YAMADA as his wife, Kikuye, stated he owned part of the real and personal property already declared by her in her JP. Bulbs:YAMADA's tenant, John Dospital states in his letter of May 12/43 (on file) that Mr. YAMADA did not have the bulbs attended to as he did not want to spend any money on the place so they were left to let nature take her course. A report dated March 16/44 from our District Superintendent states that our Field Supervisor in the District "took different bulb growers to the property but none of them would rent it." Appraised Sept.4/44 - appraiser states that he could not see any greater value than one hundred dollars in these bulbs, ~~on file~~. B Mackskill.

EXHIBIT No. 99-11
DATE MAY 10 1948
FILED BY

EXHIBIT No. 99-11
DATE MAY 10 1948
FILED BY

January 10th 1948.

Mr. S. Yamada,
c/o 133 Victoria St.,
Kamloops, B.C.

Dear Sir,

We have today received your letter of the 6th inst. asking for a statement of your account with the Custodian.
We have referred your letter to the Custodian with request that the information asked for be furnished to you.

Yours truly,

SECRETARY

January 10th 1948.

Mr. F. G. Shears,
Custodian of Enemy Property,
675 West Hastings St.,
Vancouver, B.C.

Dear Mr.Shears,

Re claim of S. Yamada
(Your file 14041)

We enclose herewith letter received this morning from S. Yamada, asking for a statement of his account.

This claim being on the list for hearing at Kamloops, we presume that you will be able to furnish the statement to Mr.Yamada so that he may have it in plenty of time.

Yours truly,

SECRETARY

Enc.