Name of Claimant MORIMOTO, Seiichiro Case 1291

Custodian File 7719

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	
					540.00		696.76				696.76

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	
39.65	25.75	7.72	64.37%	74.10	47.70			55.42

TOTAL RECOMMENDATION	752.18

CASE NO: 1291

JAPANESE PROPERTY CLAIMS COMMISSION.

Toronto, Ontario.

November 24, 1948.

IN THE MATTER OF THE CLAIM OF

SEIICHIRO MORIMOTO

PROCEEDINGS AT HEARING

Original

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 M. A. MILLER, SUB-COMMISSIONER

Toronto, Ontario,

November 24, 1948.

IN THE MATTER OF THE CLAIM OF

SEIICHIRO MORIMOTO

PROCEEDINGS AT HEARING.

APPEARANCES:

K. A. CHRISTIE, ESQ., K.C.	appearing for the Dominion Government
R. A. BEST, ESQ.,	appearing for the Claimant.

A. SMITH, ESQ.,	Secretary
D. J. HANDFORD, ESQ.,	Official Interpreter
J.B. McGREGOR, ESQ.,	Official Reporter.

SEIICHIRO MORIMOTO, the claimant herein, having been first duly sworn, testified through the interpreter as follows:

DIRECT EXAMINATION BY MR. BEST:

Q. Is that your signature? A. Yes.

Q. Was that form prepared upon your instructions? A. Yes.

Q. You swear the contents of it are true?

A. Yes.

(REAL ESTATE FARMLAND CLAIM FORM MARKED EXHIBIT NO. 1)

MR. CHRISTIE: I tender as Exhibit 2 the Farm Appraisal Report.

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 2)

MR. BEST: I understand that you had a small farm comprising about 9 acres not very far from New Westminster, about 7 miles away?

A. Yes.

Q. And you had apparently bought this property in 1937 asbushland? A. Yes.

Q. And of the 9 acres you cleared 5 acres?

A. Yes.

Q. Now, did you do that all yourself or did you hire someone to help you?

A. Yes, I hired someone.

Q. One man or several men?

A. Just one man, sometimes two men and a team of horses.

Q. So this estimate of $1500. would represent what you paid out for this man and the rent

of the team of horses plus any powder you bought and so on, and your labour? A. Yes.

Q. Now this ditch, was this an open ditch or a covered ditch?

A. Covered.

Q. Of the 3000 feet how much was covered?

A. Over 2000 feet.

Q. Covered with wood, was it? A. Yes.

Q. This $50. you put in for the cost of a roadway built in 1937, was that a lane on the property itself? A. Yes.

Q. Now apparently you did most of the work of building this house in 1938 yourself, and of the $100. you have here put out for labour, was that put out by carpenters? A. Yes.

Q. And it is a four roomed house, is it?

A. Yes, the upstairs is not finished yet.

Q. How many rooms would there be in the upstairs when it was finished? A. Two rooms.

Q. As it was, it was just left as an attic was it? A. No.

Q. There was no wall between the rooms?

A. No, not yet.

Q. What type of lumber was it built of? Was it fir or spruce, or do you know?

A. I don't know. The foundations were cedar trees.

Q. And this packing shed, and the other sed which was built, I suppose that is where you packed

your strawberries, was it?

A. Yes.

Q. According to your claim you had about five acres of strawberries, and you didn't have any other crop than strawberries? A. No.

Q. Had you always grown strawberries there?

A. Yes; just some raspberries.

Q. Were there any raspberry canes there at the time of the evacuation? A. Yes.

Q. How much would there be?

A. Just a few rows.

Q. Now did you spend your full time farming this place or did you have another job?

A. Just farming.

Q. You made your living out of this farm?

A. Yes.

Q. How big a family have you got; how many did you have before the evacuation?

A. Six.

Q. Six children? A. Yes.

Q. Were they all dependent on you or were some working before the evacuation?

A. Just me.

Q. You were the only one working?

A. Yes.

Q. Can you estimate for us how much your income was from this farm before you were moved? Do you know in dollars and cents how much you would take in from the farm?

A. About $3000.

Q. In a year?

A. Not every year; that increased every year with clearing of the land.

Q. The year before the evacuation you say you made about $3000?

A. Yes.

Q. That was gross? A. Yes.

Q. Then you had to pay for fertilizer and other expenses out of that $300? A. Yes.

Q. The expenses would come out of the $3000? A. Yes.

Q. Did you consider it was a fairly good farm area? A. Yes, I think it was good.

Q. If it hadn't been for the war you would have stayed there and continued to farm it would you?

A. Yes.

Q. Is that your signature?

A. Yes.

Q. And was that form prepared upon your instructions? A. Yes.

(PERSONAL CHATTELS CLAIM FORM MARKED EXHIBIT NO. 3)

MR. CHRISTIE: I tender as Exhibit 4 the Analysis of Personal Property Claim.

MR. BEST: You left some furniture and tools and so on at your farm when you were evacuated? A. Yes.

Q. And according to your form you left them in the house? A. Yes.

Q. You moved everything into the house and

left it there? A. Yes.

Q. Then did you notify the Custodian you had left the goods in the house, or what did you do about it? A. I kept them in the house.

Q. Did you make a list of them at that time before you had to make out the J.P. Form?

A. Yes.

Q. Apparently there were some goods shipped to you by a man named Watson who rented the place?

A. Yes.

Q. But your claim says you are not claiming for any of those goods? A. No.

Q. What is this Japanese carriage?

A. Just two wheels and you push it by hand.

Q. Is it to push kiddies around or a baby?

A. It is a buggy like.

Q. On your claim form it states that you bought it new in 1939 for $435. That cannot be correct -- you now value it at $20? A. Yes.

Q. Is that correct, did you pay $435. for this carriage in 1939; do you know what you paid for it? A. Over $100. I bought it in Japan and brought it over to this country.

Q. You say you paid over $100. for it?

A. Yes.

Q. Not $435.? A. No.

Q. What was this cable to be used for?

A. For pulling stumps.

Q. Did you use it very much? A. No.

S. Morimoto,
In chf.

Q. This glass for the green house, was it just ready to be used in the house or was it actually placed in the frames?

A. Yes.

Q. The glass was actually in the frames?

A. Yes.

---Page 8 follows.

CROSS-EXAMINATION BY MR. CHRISTIE:

Q. I am showing you a J.P. Form, dated May 5, 1942. Is that your signature (Indicating)?

A. Yes.

MR. CHRISTIE: I am tendering this form as Exhibit 5, your honour.

(J.P. FORM, MARKED EXHIBIT NO.5)

Q. I think you told my friend this morning that you had made an income of $3,000. a year from your farm and I was not clear whether that was gross income.

THE SUB-COMMISSIONER: He said he had expenses to pay out of it.

MR. CHRISTIE: I will come to that. He did not say what they were.

THE WITNESS: $3,000. was the gross.

Q. What expenses would you have to pay out of that?

A. About $1,000.

Q. So, you would make rougnly $2,000. a year from your farm?

A. Yes. I think so.

Q. You bought this property in 1937 from Violet Raye Brougher, under an agreement for sale, at a price of $450.? Is that correct?

A. Yes. That is right.

Q. And do you know at the time of your evacuation how much you owed under this agreement?

A . $130. I owed.

MR. CHRISTIE: I am filing as Exhibit 6 a statement by the vendor, Violet F. Brougher, dated March 2, 1944,

in which she states that the total amount owing on the agreement as of the 29th February, 1944, was the sum of $154.85.

(STATEMENT BY VENDOR, MARKED EXHIBIT NO.6)

Q. Why had you not paid the balance of the purchase price out of your earnings from the farm?

A. The expenses for maintaining my family were so large that I did not have any cash left over.

MR. CHRISTIE: I file as Exhibit 7 the agreement for the sale of the land, dated February 16, 1937, between Violet Faye Brougher, as vendor, and Suichoro Morimoto, as the purchaser, $200. to be paid on the execution of the agreement and then it provides for $50. per year.

(AGREEMENT FOR SALE OF LAND, FEBRUARY 16, 1937, MARKED EXHIBIT NO.7)

Q. You rented this property to a Mr. Watson?

A. Yes.

Q. And what rent did he pay you?

A. I think it was $300. the first year.

Q. Pardon? A. $300. the first year.

Q. $300. the first year? A. Yes.

Q. And was he to have the place for more than one year? A. Yes; just one year, sir.

Q. Only one year? A. Yes; It was just for one year. The Commission said they would watch it, so I could not make an agreement for more than one year.

Q. In this rental of $300., did you give Mr. Watson the use of certain chattels, of certain articles on your farm? A. No, sir, there was no arrangement

to loan the farm tools.

Q. Well now, where did you leave your household goods when you were evacuated?

A. In the house.

Q. And was Mr. Watson a tenant there at the time that you left your goods there?

A. No.

Q. Did you leave any of these goods in the care of Mr.Watson?

A. No.

Q. Where was the kitchen range left, and the heater? A. They were left in their usual places, in the kitchen.

Q. Was Mr. Watson not to have the use of these?

A. But not to use them.

Q. How would you expect Mr. Watson to heat the place, - to put in another stove?

A. When I leave my house I lock up my house. We had no time except to lock up the doors.

MR. CHRISTIE: I am filing as Exhibit 8 a letter dated July 20, 1942, from James Watson to R.D. Richardson, Manager of the Farm Department Japanest Evacuation Centre, as Exhibit 8.

(LETTER, JULY 20, 1942, MARKED EXHIBIT NO.8)

Q. It reads:

"Dear sirs

re: property leased from S. Morimoto.

I am living on this property - 138 Johnston Road, Surrey. The copy of my lease will be forwarded to you immediately.

" The chattels belonging to Morimoto and being used by me are as follows:

1 kitchen range

1 heater

4 tables

2 chairs

2 two-wheeled bicycle push-cart

1 hoe.

The balance of Morimoto's garden tools are locked up and stored for safe keeping in this house, which I will be responsible for."

Are you telling us Mr. Watson was using these different articles mentioned in this letter without your permission?

A. I did not especially give him permission to use them. They were just left there and I suppose he used them after I left.

Q. You were evacuated on June 1, 1942. Is that right?

A. Yes.

Q. And this lease was made to Mr. Watson on April 27, 1942. Is that correct?

A. Yes. I think so.

Q. Well now, where were you between the date of the lease, April 27, 1942, and the date of your evacuation June 1, 1942? A. I was in my own place at New Westminster.

Q. In where?

A. In my place, Johnson Road, New Westminster.

Q. When did Mr. Watson move in, do you know?

A. I do not know what time he came up.

THE SUB-COMMISSIONER: Q. He did not come until after you left? A. No.

MR. CHRISTIE: Q. Did you give a list of your personal property to anyone?

A. There was a young Japanese man came to New Westminster, a representative of the Commission. I gave him a list.

Q. When was that?

A. About April, 1942. I do not know what day it was in April. It was about April.

Q. Pardon? A. About April.

Q. Well, then, where were all these articles stored in the house of which you gave a list?

A. In the bedroom and some upstairs.

Q. And were some of these goods secreted in the walls of the house of which you gave no list to the Custodian?

A. Yes.

Q. You would not expect the Custodian to know of these goods located in the walls?

A. I sent a letter to the Custodian where I keep them.

MR. CHRISTIE: I file as Exhibit 9 a report of the Royal Canadian Mounted Police, dated August 13, 1943.

(R.C.M.P. REPORT, AUGUST 13, 1943, MARKED EXHIBIT NO.9)

Q. With respect to this Japanese carriage, would that be the two-wheel bicycle pushcart to which Mr. Watson

was referring? A. Yes. I think so.

Q. Where was this one-inch cable left, the 100 feet of one-inch cable?

A. I think in the woodshed.

Q. Was it in use at the time attached to anything?

A. Yes. I used it. It was just wire cable left lose in the woodshed.

Q. That is all, thank you.

THE SUB-COMMISSIONER: Any other documents?

MR. CHRISTIE: Yes, your honour.

I file as Exhibit 10 the Certificate of Encumbrance.

(CERTIFICATE OF ENCUMBRANCE, MARKED EXHIBIT NO.10)

I will file as Exhibit 11 the auctioneer's sheets.

(AUCTIONEER'S SHEETS, MARKED EXHIBIT NO.11)

I will file as Exhibit 12 the Real Property Summary.

(REAL PROPERTY SUMMARY, MARKED EXHIBIT NO,12)

It is submitted, your honour, that the real property was sold at its fair market value.

It is submitted that those articles of personal property which were sold were sold at their fair market value.

It is submitted that the valuation of the other articles of personal property is excessive.

It is submitted that the Custodian is not responsible for any articles of personal property which were not left in his custody.

THE SUB-COMMISSIONER: Even in the wall?

7
Claim
No: 1291

MR. CHRISTIE: I could say in the Custody of another person. Probably that is why your honour commented.

MR. BEST: I think most of them were finally discovered and sold. I do not think it is a matter of much importance.

(PROCEEDINGS ADJOURNED SINE DIE)

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

A.G. Veitch,
Official Reporter.

I, M.A. Miller, Deputy Commissioner, appointed to hear a Commission to investigate claims of Japanese Canadians for property loss, do certify the foregoing is a true copy of the evidence heard on the within claim.

M.A. Miller,
Deputy Commissioner.

NOV 26 1947 Case 1291

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
By

7719 1 of 1

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

(1) NAME MORIMOTO (Print) Surname SEIICHIRO Given Name (RCMP) Reg. No. 12600

(2) Pre-Evacuation Address R.R. #3, NEW WESTMINSTER, B.C.

(3) Present Address P.O. Box 126 VINELAND STATION, ONTARIO

(4) REAL ESTATE

(a) Street Address (if any) JOHNSON ROAD SURREY City or Municipality, B.C. Province

(b) Legal description (lot number, block number, section number, etc.) BLOCK "B" OF THE SOUTH HALF OF SECTION SIXTEEN "16" BLOCK "5" NORTH RANGE "1" WEST MAP "5021" IN DISTRICT OF NEW WESTMINSTER

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

(i) Farm
(ii) Residence Type of business STRAWBERRY FARM
(iii) ~~Business~~
(iv) ~~Any other type of property~~ (describe)

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

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

(i) Land - - - - - - - - - - - - - - - - $
(ii) Buildings - - - - - - - - - - - - - - - $
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 5,000
(v) Amount at which Custodian sold property and credited your account - - $ 540

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 4,460

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation R.R. #3 JOHNSON ROAD NEW WESTMINSTER B.C.

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

(c) How stored or packed at time of evacuation PACKED IN BOXES AND SOME BETWEEN THE WALL AND FLOOR

(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") JAMES WATSON AND CUSTODIAN

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

1.	FARM IMPLEMENTS	Estimated Value $ 100
2.	SOUTH PORT MANN BERRY GROWERS	Estimated Value $
3.	CO-OPERATIVE ASSOCIATION SHARE	Estimated Value $ 41
4.	HOUSE IMPLEMENTS	Estimated Value $ 50
5.		Estimated Value $
6.		Estimated Value $
7.		Estimated Value $
8.		Estimated Value $
9.		Estimated Value $
10.		Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 191

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) - $ 4,651

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

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

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)
of)
TO WIT:)

S. Morimoto

I, SEIICHIRO MORIMOTO of the VINELAND STATION, ONTARIO
of in the

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 Village)
of Beamsville)
in the County of Lincoln)
this 21 day of November)
A.D. 1947.)

H. L. Saunders
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.

MORIMOTO Seiichiro

(Claimant's Name)

EXHIBIT No. 1291-1
DATE NOV 24 1948
FILLED BY R9 Broder

REAL ESTATE
(Farm Land)
MORIMOTO, Seiichiro

I2600
Reg. No.

LAND		Acres	Date of Purchase	From Whom	Cost Price	Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared	uncleared	4						
Cultivated not planted								
Cultivated and not in crop	cleared	5	I937	Mrs. Broder	$450.00	all uncleared	none	$3480.00
List Crops								

Strawberry 5 Acre

(estimated value of land arrived by 5 acres of cleared land at $600.00 per acre and 4.8 acres of uncleared at $I00.00 per acre. 3000000 480.00

$ 3480.00

Total .....9.08 acres

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

Description	When Made	Cost
Clearing and cultivating of 5 acres	I937-4I	$I500.00 (material and labour.)
Ditching 3000 ft.	I937-4I	450.00 "
Road	I937	50.00 "
well	I937	I00.00 "

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
House	24x28	frame	I938	$800.00	$I00.00	$200.00	$I00.00	
second storey built			I942	200.00 materal and labour				$I200.00
Packing shed	I0x20	frame	I938	I00.00		40.00		
Wood shed	I0x24	frame	I939	60.00		20.00		
							80.00	
Shed and bath House	8xI6	frame	I939	I20.00		40.00		300.00

COMMENTS.....

I. Claimant feels district was a good farming district
2. Claimant feels buildings were in good repair and were of some value since they were in use
3. Five acres were cleared
4. The four acres uncleared had timber of value
5. Report states "farm in fairly good state of cultivation".
6. Claimants feels evaluation as much too low
7. For small fruit farm land was ideal.

(House insured for $I000.00 against fire-see J.B. form)

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

8. Strawberries were also cultivated in Area marked A (see diagram) Attached to appraisal.

SUMMARY

Estimated value	$4980.00
sold by Custodian	540.00
Claim	$4440.00

S Morimoto
Signature

BC-545-P
BC-1553-B

BC/545-P
BC/1553-B

Page 1

EXHIBIT NO. 1291-2

S.S. Form No. 43
(Sheet 1)

Farm Appraisal Report

FILED BY

File No. JL-569

Land Description Blk."B" of S½ Sec.16, Blk.5,N., R.1, Map 5021.

138 Johnston Road. Containing 9.08 Acres

Owner's Name MORIMOTO, Seiichiro Post Office Address R.R.3, New Westminster.

Nearest Rail Point New Westminster(Road to Port Mann not open) Distance 7 miles

Market Town New Westminster Distance 7 "

Church (give denomination) United Church - - - - - - - - - - Distance 2½ "
Hjorth Road Mission - - - - - - - - Distance ¾ "

Nearest School Hjorth Road. Distance 2 "

State how property was identified: By map and roads and local enquiry.

Roads: State whether property has access to main road, the kind of road and its condition.
138 Johnston Road; ½ mile North of Hjorth Road, gravel - good.

Is this district a good one? Not a good farming district,soil light,only partly developed.

Employment opportunity Seasonal mainly on berry farms. Industries located along the Fraser River 6-7 miles distant.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: No fences. Value $

Water supply: Wood cribbed well about 15' deep; apparent supply good. Value $

7719

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 28	Frame	8'	Shgl.	5	Cedar blocks	Fair	300.00
	4 x 8							
Pack.shed	10 x 20	Poles& Shks	7'	Shke.	5	Posts	Fair	No value
BARN	x							
Wood shed	18 x 24	" " Bds.	6'	"	5	"	"	" "
BARN	x							
Shed & Bath hse.	8 x 16	" " "	7'	"	5	"	"	" "
~~GRANARY~~	x							
	x							
	x							
	x							
	x							

Electricity in dwelling.

Total present day value $ 300.00

Total Value Buildings add to farm $ 300.00

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it habitable? Habitable, although unfinished upstairs.

$

Describe the basement and chimneys: No basement; brick chimney on bracket.

No. rooms downstairs? 4 Upstairs? Un-finished How finished Boarded

Are buildings painted? No. Condition of paint

Distance from nearst bush 40 yards.

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

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
4	Level	Sandy loam & lt.sandy loam-12-15" Variable.	Sand, clay Hardpan	Straws & few rasps, Fair.	50.00	200.00

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	
1.4	Level	Sdy.lm., 12-15"	Sand clay Hardpan.	Partly cleared; stumps to be removed.	75.per ac.	10.00	14.00
3.68	"	" "	" "	Clearing of bush; some cordwood value.	150."	10.00	36.80

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 $ 250.80

Total added by buildings to value of farm $ 300.00

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

Total value of farm $ 550.80

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

Farm in fairly good state of cultivation. Some weeds.
Rented to J.Watson. Unable to find out the terms of lease.

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

Small fruits, poultry.

Noxious weeds:

Some thistles - common weeds.

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

Taxes - $16.34 - Surrey Municipality.

Date: July 15th, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 13 day of July 1942.

Inspector's Signature "R.W. BROWN"

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

JL-569 - S. MORIMOTO

Farm Appraisal Report

Remarks: Property is located at 138 Johnston Road, at intersection of Johnston and Ferguson Roads, about ½ mile North of the Hjorth Road. The soil is variable, in pockets there is good sandy loam and in other places the soil is light and sandy. The subsoil is sand and clay on hardpan. The bush land is fairly heavy clearing with some cordwood value. The cultivated land has not been cropped many years, but the soil would require building up by cover cropping, etc. Partly developed district.

House is in fair shape, but is not well constructed and is unfinished upstairs. There is no fencing on the lot. Water is obtained from a wood cribbed well about 15' deep and the supply appears to be satisfactory. There is electricity in the house.

This is not a good property.

(FOR ORCHARD LANDS ONLY)

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

Few fruit trees near the dwelling, but of no commercial value.

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.)

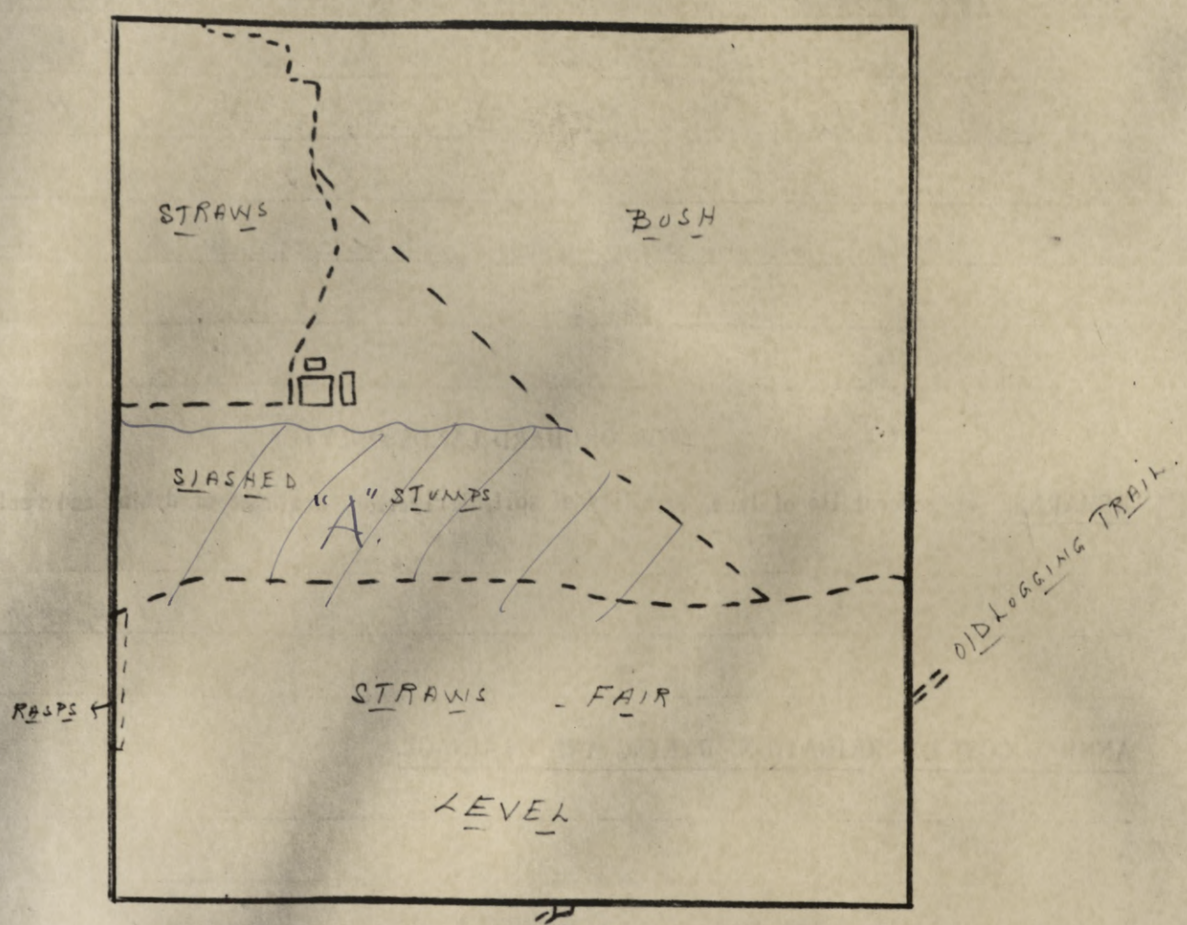
	Present Value
Approximate acreage in small fruits:-	$
4 acres straws & only a few rows of rasps	$
	$
	$
	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

Diagram of Property

SCALE 2CH=1"

N



Block "B" of S½ Sec. 16 BL 5N R1, MAP 5021. - 9.08Ac.

R.W. BROWN.

Following careful review of this appraisal report, it is my opinion that the present value is $ 550.00

Date 23rd July 19 42.

"I.T. BARNET"

District Superintendent.

MORIMOTO ?Seiichiro

(Claimant's Name)

PERSONAL CHATTELS

EXHIBIT No. 1291-J

DATE NOV 24 1948

FILLED BY R A. Bell

I2600

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
Japanese Carriage	I939	new	435.00	good	$20.00
I00ft of I" cable	I937	new	I5.00	good	I0.00
#4 Glass frame for hot House	I939	new	20.00	good	8.00
Kitchen Stove	I94I	used	I5.00	good	
Warm stove	I938	used	gift	good	I0 .00

Total claim as oer Col.#, Analysis of personal Property claim, $I38.50.

Description of Storage of Goods: All goods stored in h ouss of claimant

SUMMARY

Estimated Value	$I38.50
Sold by Custodian	26.75
Claim	$II2.25

General Statement as to Chattels not Described above: Verbal Permission was given to J. Watson, leasee , for use of farm tools. Shipment of good were received from J . Watson but these are not included on the items claimed. An offer of $20.00 was received just prior to evacuation from a neighbour for the Japanese carriage. The cupboard could be sold as a separate item. The glass frame and the wheelbarrow were stored in the wood shed.

Additional Comments, if any:

S Morimoto

Signature

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 7719 EXHIBIT No.

NAME MORIMOTO, Seiichiro (Mr.)

REG. No. 12600

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
Declaration May 5/42	Taken by			Auction	Tender &c		
Evacuation June 1/42	Date						
Wheelbarrow		1. Japanese carriage	20.00				
1 Carriage		2. 2 cross saws - 6'	5.00				
1 Bicycle		5'	3.00	T	.25		
Carpenters Tools		3. Buck saw	1.00	T			
Farming Implements		4. Hand saw	1.00	T	6.75		
Kitchen clock		5. 3 Jap. hand saws @$2.00	6.00	T			
Cable, linch 100 ft.		6. 2 sledge hammers	5.00	T			
2 Chocker 15 ft.		7. 2 wedges	1.00	T			
Hudson 4 Gal.Sprayer		8. 2 double axes	2.00	T	1.25		
All to be left on farm		9. 2 hatchets	1.00	T			
at Johnston Rd.,R.R.#3,		10. 1 pick	1.00	T			
New Westminster.		11. 1 mattock	1.00	T			
Kitchen Utensils and		12. 1 peavie (large)	2.00	T			
Chinaware		13. 2 shovels	1.00	T			
1 Kitchen Range		14. 3 hoes	2.00	T			
1 Heater Stove		15. 3 Jap. hoes	3.00	T			
1 Table Lamp		16. 2 bars	3.00	T			
All to be left at		17. 3 blocks	5.00	T			
Johnston Rd.,R.R.#3,		18. 100 ft. of 1" cable	10.00	M	9.00		
New Westminster		19. 2 chockers (15' each)	5.00	T			
		20. Shoe stand		T			
		3 last	.50				
		21. Sprayer	5.00	T	3.50		
		22. Water can (4 gal.)	1.00	K	.50		
		23. 4 glass frame for hot bed (3' x 6')	8.00	M			
		24. Wheelbarrow	3.00	M			
		25. Kitchen & warm stove	10.00	F			
		26. Cupboard	10.00	F			
		27. 5 kettles	3.00				
		28. 3 dish pans	2.00				
		29. 5 sauce pans	10.00				
		30. 3 mixing bowls	1.00				
		31. 1 table lamp	5.00	F	3.50		
		32. 2 table, 2 chairs 1 small drawer	2.00		1.00		
			138.50		25.75		

RECAP:

Goods valued by Claimant at $74.50 were sold for $25.7
" " " " " 20.00 were abandoned as va
" " " " " 28.00 were not accounted f
" " " " " 16.00 appear to have been
$ 138.50

FILE No. 7719 EXHIBIT No. EXHIBIT No. 1291-4 DATE NOV 24 1948 FILLED BY K B Ringle I CASE No.

REG. No. 12600 VENUE TORONTO

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	Shipped	REMARKS
AUCTION	TENDER &c								
					X				All broken-had been left in care of Mr. James Watson, lessee.
.25									Sold with 2 axes mentioned below.
6.75									Sold with lot of tools, nails, rope, etc.
1.25									Sold together with above buck saw.
									Sold in group.
9.00									
									Sold in group.
3.50									
.50									
						X			Probably used.
						X			Sold with other goods. Kitchen stove had been used by Mr. Watson, Lessee
						X			Warm stove sold with 2 tables, etc. May have been a fixture.
								X	These goods appear to have been shipped to Mr. Morimoto by Mr. James Watson, Lessee. See Release dated Oct. 12/43, etc.
								X	
								X	
								X	
3.50									
1.00									Sold with warm stove.
25.75									

Note: A quantity of goods were secreted in the dwelling on the property by Mr. Morimoto. See Royal Canadian Mounted Police letter dated August 13/43.

y Claimant at $74.50 were sold for $25.75 at auction.
" " " 20.00 were abandoned as valueless.
" " " 28.00 were not accounted for, theft, etc.
" " " 16.00 appear to have been shipped to him.
$ 138.50

FORM "JP" Surrey, B.C. FILE No. 7719

EXHIBIT No. 1291 - 5
DATE Nov. 24/48
FILED BY K.A. Christie

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: MORIMOTO Seiichiro

HOME ADDRESS: Johnston Rd., R.R. #3, New Westminster, B.C.

REGISTRATION NUMBER 12600 SEX: Male AGE: 40

OCCUPATION: Farmer

(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: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Fujino

ADDRESS OF WIFE OR HUSBAND: Johnston Rd., R.R.#3, New Westminster

NAMES OF ANY LIVING CHILDREN: Yumiko (F) Kikuko (F) Taehie (F)
Shishi (M)

ADDRESS OF CHILDREN: Johnstone Rd., R.R.#3, New Westminster, B.C.

AGE OF CHILDREN: 10, 9, 6, Shishi born on April 24, 1942.

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

1. LOCATION AND DESCRIPTION: Block "B" ¼. S.½ of Section 16, Block 5N. Range 1, Map 5021 9.08 Acres, Municipality of Surrey.

2. BUILDINGS AND OTHER IMPROVEMENTS: 2 storey wooden frame dwelling house 6 rooms. Wood Shed, Small Packing House, Chicken House Bath House.

3. INSURANCE (Give particulars; state where policies are) Agent, Percy B. Brown. $1000.00 Policy No. Unknown. Policy Not Yet received.

4. TAXES (Amount and where payable) Taxes $16.50 Payable at Cloverdale, B.C. 1941 Paid

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) Mortgage on the Land $120.00 "by Mr. Broder, New Westminster"

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by owner at present Leased to J. Watson, 1902 London Street, New Westminster, B.C. Yearly rental of $300.00. Will also purchase the Straw on the premises for the Sum of $12.00 per ton.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In Land Registry Office New Westminster, B.C.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: none

9. IF FARM LAND STATE CROPS SOWN 1/4 Fruit Trees, Strawberries.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1, Section 2.

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:

Wheelbarrow, 1 Carriage, 1 Bicycle, Carpenters Tools, Farming Implements,

Kitchen Clock, Cable, linch 100 Ft., 2 Chocker 15 Ft., Hudson 4 Gallon Sprayer.

All to be left on farm at Johnston Rd., R.R.#3, New Westminster

Kitchen Utensils and Chinaware, 1 Kitchen Range, 1 Heater Stove, 1 Table Lamp.

All to be left at Johnston Rd., R.R. #3, New Wester.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS none

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY none

FORM "JP"

4. INSURANCE CARRIED

5. MORTGAGES, LIENS A

OTHERS:

6. MONEYS OWING TO YO

7. BONDS, DEBENTURES,

8. BANK ACCOUNTS:

9. LIFE INSURANCE:

10. INTEREST IN ANY ESTA

11. SAFETY DEPOSIT BOX

LIABILITIES:

1. PERSONAL DEBTS:

2. TRADE DEBTS:

I, the undersigned, hereby
area as set out above, exceptin
or other securities, if any.

I certify that the above in
every description in any prote
and indirect.

Dated this 5th day

"F. T. Williams"
Witness

FOR DEPARTMENTAL US

Registry Office
tminster, B.C.
none

Strawberries.

H PAID:

date paid)

F FURNITURE, FIXTURES,
D PERSONAL EFFECTS:

arming Implements,

Hudson ⅜ Gallon Sprayer.

tminster

er Stove, 1 Table Lamp.

ND PETS

NG ANY INTEREST IN, OR

FORM "JP" FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: none

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

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) none

8. BANK ACCOUNTS: none

9. LIFE INSURANCE: none

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 5th day of May ~~1943~~ 1942.

(Signature) "S. Morimoto"

"F. T. 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.

April 26, 1949.

EXHIBIT No. Nov. 24/48
DATE
FILED BY K.A.Christie

File No. 7719 March 2nd, 1944.

Registered Mail

The Custodian of Enemy Property,
506 Royal Bank Bldg.,
Vancouver, B. C.

Attention Ian Macpherson

Dear Sir:

RE: Block "B" of S.½ of Sec. 16,
Blk. 5 N., R. 1 W., Map 5021,
Municipality of Surrey, N.W.D.

I, the Vendor in an Agreement for Sale dated 16th February, 1937, covering the above described property given to Seiichiro MORIMOTO, certify that on the 29th day of February, 1944, there will be owing to me in respect to said Agreement, the sums below stated:

Unpaid balance of Purchase Price	$ 130.00
Interest on $130.00 @6% from Feb. 16, 1942 to 29th February, 1944.	$ 15.90
Taxes for year 1937	8.95
Total amount owing on Agreement	$ 154.85

If you have paid any taxes or insurance to protect your interest in this property please add the amount to the above total, giving each payment separately.

"Violet F. Broder"

Dated: March 11th, 1944.

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

April 26, 1949.

Form No. 27. Agreement for Sale of Land. 6-48. Clarke & Stuart Co. Ltd., Law Printers and Stationers, Vancouver, B.C.

EXHIBIT NO. 1291 - 7
DATE Nov. 24/48
FILED BY K.A.Christie

This Agreement,

made in triplicate this 16th day of February in the year of Our Lord one thousand nine hundred and thirty-seven

BETWEEN

VIOLET FAYE BRODER, Wife of Robert R. Broder, of 40 Leopold Place, in the City of New Westminster, Province of British Columbia.

Fruit Canneryman.

Name, Address, and Occupation of Parties

hereinafter called the "Vendor" of the one part

AND

SEIICHIRO MORIMOTO, of the Municipality of Surrey, Province aforesaid.

Farmer.

P.O.Address: R.R. #3, New Westminster, B.C.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor, the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Surrey, Province of British Columbia, and more particularly known and described as:

"Block "B" of the South Half (½) of Section Sixteen (16), Block Five (5) North, Range One (1) West, Map Five Thousand Twenty-One (5021), in the District of New Westminster."

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Four Hundred Fifty and 11/100 ($450.00) Dollars of lawful money of Canada, payable in manner and on days and times hereinafter mentioned, that is to say: the sum of Two Hundred and 00/100 ($200.00) Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

$50.00 due and payable February 16th., 1938
$50.00 due and payable February 16th., 1939.
$50.00 due and payable February 16th., 1940.
$50.00 due and payable February 16th., 1941.
$50.00 due and payable February 16th., 1942.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of 6% per cent. per annum, payable on same dates as principal payments.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the

appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that, provided this agreement is not rendered null and void and the Purchaser is not in default hereunder, he may at any time prior to the date of final payment, pay the balance of the purchase money of the said lands with interest thereon, at the rate aforesaid up to the date of such payment.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

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

SIGNED, SEALED AND DELIVERED
BY THE VENDOR
in the Presence of:

Signature of Witness.....

Street Address.....

City.....

Occupation.....

"Signed
Violet F. Broder

S. Morimoto"

SIGNED, SEALED AND DELIVERED
BY THE PURCHASER
in the Presence of:

Signature of Witness.....

Street Address.....

City.....

Occupation.....

STATU

I,
of
DO SOLEMNLY DECLARE:—

1. That I am the attorney fo

2. That I am the person who

in the annexed instrument as the

3. That at the time of the e
behalf of
(Name of Donor)
of the death, disability, or bankrup

[Or if the donor of the power is

3. That at the time of the e
behalf of
(Name of Donor)
of the bankruptcy or dissolution o

4. That I know the contents

the

AND I make this solemn decl
and effect as if made under oath

Declared before me at
in the Province of
this day of

A Notary Public in and for the Pro
A Commissioner for taking affidavi

STATUTORY DECLA

I,
of
DO SOLEMNLY DECLARE:—

1. THAT I am

the attorney of
(Name of Donor)

2. THAT being duly authoriz

for
(Name of Corporation)
name of
(Name of Donor)
under the same authority affixed

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in the Province of
this day of

A Notary Public in and for the Pr
A Commissioner for taking affidavi

ACKNOWLE

I HEREBY CERTIFY that, on t
at

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appeared before me and acknowle

who subscribed his name to the a

that he was first duly authorized
and that such corporation is legal

NOTE.—Where the person making the acknowle

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such default has

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event of default

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STATUTORY DECLARATION OF ATTORNEY

I, of the
of , in the Province of British Columbia,
DO SOLEMNLY DECLARE:—

1. That I am the attorney for
(Name of Donor)

2. That I am the person who subscribed the name of
(Name of Donor)
in the annexed instrument as the Maker thereof.

3. That at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of
(Name of Donor)
, and I have not received any notice or information of the death, disability, or bankruptcy of
(Name of Donor)

[Or if the donor of the power is a corporation, substitute for 3 (ante)]—

3. That at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of
(Name of Donor)
, and I had not received any notice or information of the bankruptcy or dissolution of
(Name of Donor)

4. That I know the contents of the said instrument and subscribed the name of the said
(Name of Donor)
thereto voluntarily as the free act and deed of the said
(Name of Donor)

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at ,
in the Province of ,
this day of , 19 .

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

STATUTORY DECLARATION WHERE ATTORNEY IS A CORPORATION

I, of the
of , in the Province of British Columbia,
DO SOLEMNLY DECLARE:—

1. THAT I am of the
(Office) (Name of Corporation)
the attorney of
(Name of Donor)

2. THAT being duly authorized by the to act
(Name of Corporation)
for in the execution of the power of attorney, I subscribed the
(Name of Corporation)
name of in the annexed instrument as the Maker thereof, and
(Name of Donor)
under the same authority affixed the seal of the thereto.
(Name of Corporation)

3. THAT I know the contents of the said instrument and subscribed the name of the said
(Name of Donor)
thereto voluntarily as the free act and deed of the said .
(Name of Donor)

4. THAT at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of , and I am informed that the
(Name of Donor) (Name of Corporation)
had not received any notice or information of the death, disability, or bankruptcy of
(Name of Donor)

[Or if the donor of the power is a corporation, substitute for 4 (ante)]—

4. THAT at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of , and I am informed that the
(Name of Donor) (Name of Corporation)
had not received any notice or information of the bankruptcy or dissolution of .
(Name of Donor)

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at ,
in the Province of ,
this day of 19 .

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

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the day of , 19 ,
at , in the Province of British Columbia,
(whose identity has been proved by the evidence on
oath of , who is) personally known to me,
appeared before me and acknowledged to me that he is the of
, and that he is the person
who subscribed his name to the annexed instrument as of the said
and affixed the seal of the
to the said instrument,
that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

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

AFFIDAVIT OF WITNESS

Province of British Columbia
To Wit:

I, of the
of , in the Province of British Columbia,
make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said instrument was executed at
3. I know the said part , and that of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at
in the Province of British Columbia, this
day of , 19

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

Date February 16th 19 37

Violet Faye Broder,
40 Leopold Place
New Westminster, B.C.

AND

Seichiro Morimoto,
R. R. # 3,
New Westminster, B. C.

Agreement
FOR SALE OF LAND

Clarke & Stuart Co. Ltd., Law Printers and Stationers
Vancouver, B.C.
Form No. 27

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the 16th day of February , 19 37, at
New Westminster , in the Province of British Columbia,
Violet Faye Broder (~~whose identity has been proved by the evidence on oath of~~
, ~~who is~~ personally known to me, appeared
before me and acknowledged to me that she is the person mentioned in the annexed Instrument as
the maker thereof, and whose name is subscribed thereto as party , that she knows the
contents thereof, and that she executed the same voluntarily, and of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at New Westminster in the Province of
British Columbia, this 16th day of February
in the year of our Lord one thousand nine hundred and thirty-seven

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

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

DATE PAID

PRINCIPAL

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

INTEREST

April 26, 1949.

PAID TO

EXHIBIT No. 1291 - 8

DATE Nov. 24/48

FILED BY K.A.Christie

July 20/42.

R. D. Richardson,
Manager,
Farm Department,
Japanese Evacuation Section,

Dear Sir:

re: property leased from S. Morimoto

I am living on this property - 138 Johnston Road, Surrey.

The copy of my lease will be forwarded to you immediately.

The chattels belonging to Morimoto and being used by me are as follows:-

1 kitchen range
1 heater
4 tables
2 chairs
1 2 wheeled bicycle push-cart
1 hoe

The balance of Morimoto's garden tools are locked up and stored for safekeeping in this house, which I will be responsible for.

Yours very truly,

"James Watson".

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

April 26, 1949.

HOWARD SM... GENOA BOND...

"E" DIVISION

EXHIBIT No. 1291 - 9
DATE Nov. 24/48
FILED BY K.A.Christie

ROYAL CANADIAN MOUNTED POLICE
(C.I.B.)

In Reply Please Quote

DIV. FILE NO. 43E.1190/2-104 Vancouver, B.C. August 13th, 1943.

H.Q. FILE NO.

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

Dear Sir:

Re: S. MORIMOTO, New Denver, B.C.

On August 9th I received a memorandum from the Constable i/c. Japanese Registration, to which was attached a letter handed in to that Office by Mr. J. Watson of 212 Carnarvon Street, New Westminster, B. C.

This letter had been sent to Mr. Watson by S. MORIMOTO, a Japanese presently living in New Denver, B.C. The letter indicated that an amount of personal effects had been secreted in the house on this Japanese farm which has since come into the possession of Mr. Watson.

A patrol was made to that farm, and with Mr. Watson's consent a portion of the wall in the house was opened and many articles found hidden there. These are listed in Para. 3 of the attached report submitted by our Cst. Griffin and dated August 12th. You will note that the quantity of goods made it impossible to bring them to Vancouver in Police car, although they were carefully checked for written material and a small amount of documents and letters have been brought here and are now being examined.

Would you please advise me as to your wishes in connection with the articles mentioned. It may be necessary to remove them from the Watson farm by truck. Your reply will be appreciated.

Yours truly,

"C. H. Hill"
(C.H. HILL) A/Comm'r.
Commanding "E" Divn.

JKB/M.
ENC.

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

April 26, 1949.

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT NO. 1291 - 9

DATE Nov. 24/49

FILED BY K.A.Christie

DIVISION FILE No. 43E 1190/2-104.

DIVISION "E"

SUB-DIVISION Vancouver C.I.B. British Columbia.

DETACHMENT Intelligence Section. Date Aug. 12th. 1943.

Re: S. MORIMOTO (Japanese) - New Denver, B. C.

Headquarters

Sub-Division

Detachment

P.C.R.

A.R.V. No.

Diary Date

Set For.....

1. Relative to the above mentioned subject please be advised that in connection with memorandum received at this office from the Const. i/c Japanese Registration, with original letter attached thereto from the marginally noted, acting upon instructions the writer patrolled to the New Westminster, B.C. district and investigations were made in this connection.

2. Mr. J. WATSON was contacted at his farm some miles from New Westminster, B.C., this farm having been previously occupied by S.MORIMOTO and his family prior to their evacuation from the protected area. With the assistance and consent of Mr. J. WATSON the walls of the dwelling at this farm were examined and taken down sufficiently to allow observation. It was found that a considerable quantity of goods had been stored there, including dishes, clothing, boxes, tools etc. These goods had apparently been left in this place by the above mentioned Japanese.

3. The following is a list of the articles found, namely, 1 Box School books, 3 boxes sealers & bottles, 1 buck-saw, 1 Carpenters tool basket, 1 clay-pig, crocks, pans, teapot, 1 old Vic.Gramaphone, 1 bed pan, 2 old axes, 1 sledge hammer, 1 box dishes, 1 box Xmas decorations, 1 box of 7 encyclopedia, 2 box Elec. Appliances (used), 1 box dishes, 1 Box books & Magazines, 1 box old clothing, 1 box Misc. Kitchen spices, 1 trunk, 1 suitcase, and odd pieces of loose clothing. Due to the fact that it was impossible to bring this large quantity of goods by car they were left at this farm in care of Mr. WATSON, until such time as the Custodian for Enemy Alien Property disposes of same. The only box which the writer took possession of was a box containing several diaries and other odd books of the Japanese language which are being held at this office.

4. Extra copy of this report attached for the information of the Custodian of Japanese Enemy Alien Property.

CONCLUDED.

SGD.
(W.A.Griffin)Const.
Reg'tl No.10571

File Numbers, Heading and Marginal Reference are to be Properly Filled in.

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

April 26, 1949.

HOWARD SMITH

No. 50742

Your File No. 7719

1291 - 10

EXHIBIT No.

DATE Nov. 24/48

FILED BY K.A.Christie

CERTIFICATE OF ENCUMBRANCE

Land Registry Office

New Westminster, B. C.

- - - minutes 10 o'clock 9th day of December, 1942.

I HEREBY CERTIFY that the following is the state of the title to - - - - - - - - - - - - - -

Block "B" of the South half of Section 16 Block 5 North Range 1 West
Map 5021 Municipality of Surrey in the District of New Westminster

viz.:

Registered Owner: VIOLET FAYE BRODER

Register of Indefeasible Fees Folio No. 96441E

Registered Charges:
76248C 16th February 1937 Agreement for Sale and Purchase to
Seiichiro Morimoto "#12600 A"

Certificate of Vesting in the Custodian Filed No. 251100

Applications for Registration None

Receiving Order or authorized Assignment under the "Bankruptcy Act": None

Assignment for benefit of Creditors: None

Judgments: None

Mechanics' Liens: None

"E. S. Stokes"
Registrar.

To Office of the Custodian.

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

April 27, 1949.

EXHIBIT No. 1291 - 11

NAME MORIMOTO, Seiichiro DATE Nov. 24/48

FILED BY K.A.Christie

REGISTRATION NO. 12600 FILE NO. 7719

The following chattels were sold by public auction at Surrey, B. C. on May 30, 1945.

2 Saws	$ 0.25	T
Tub of cable	9.00	M
2 Chairs	0.75	F
Lot of tools	1.25	T
Iron pot	0.50	K
Lot of nails etc.	0.75	T
Blue stove and table	0.25	F
Lot tools	0.50	T
Lot tools	0.75	T
Lot tools	1.00	T
Lot tools	1.00	T
Rope	0.50	T
Scythe and snath	1.00	T
2 Axes and bucksaw	1.25	T
Sprayer	3.50	T
Table lamp	3.50	F

Total		$ 25.75
Less Expenses: (Auctioneer's Fee:	$2.58	
(Advertising:	0.49	
(Moving:	4.89	$ 7.96
Net Proceeds Credited:		$ 17.79

Members of Custodian Staff Present. W. J. Iverson

Extracted from Auctioneering List No. Surrey 13.

Remarks:

1291 - 11
EXHIBIT No.
DATE Nov. 24/48
FILED BY K.A.Christie

REPORT

File No. 7719 June 7/45

TO: The File

FROM: Mr. R. M. Anderson

RE: Seiichiro MORIMOTO #12600
138 Johnston Road, Surrey, B.C.

The following articles were inspected by me and I consider they are of no value and should be abandoned:

3 Bundles of shingles (used)
1 Small cart with bicycle wheels (all broken)

The following goods were shipped to MORIMOTO by the tenant, Mr. Watson:

1 Trunk
1 Leather suit case.

RMA:LBM

"R. M. Anderson"

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

April 27, 1949. A/Hyde

EXHIBIT No. 1291 - 12
DATE Nov. 24/48
FILED BY K.A.Christie

REAL PROPERTY SUMMARY

JAPANESE NAME: Seiichiro MORIMOTO Reg. No. 12600 File No. 7719.

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act. BC/545-P. First Offer.

PROPERTY ADDRESS: 138 Johnston Road, New Westminster, B. C.

LEGAL DESCRIPTION: Block "B" of the South half of Section 16, Block 5 North, Range 1 West, Map 5021, Municipality of Surrey, D. N. W.

TITLE: Registered in the name of Violet Faye Broder.

ENCUMBRANCES: 76248C 16th February, 1937, Agreement for Sale and Purchase to Seiichiro Morimoto.

No indication of any unregistered charges.

Vesting Order filed No. 25110, dated 10th December, 1942.

ASSESSED VALUES: Land $325.00
Improvement - $325.00 - $650.00 Taxes - $16.34.

CLASSIFICATION: This is a small Fruit Farm with Dwelling and out-buildings. The Custodian's representative reported on July 10th, 1942, that this property had an area of 9.08 acres, of which 4 acres were cleared, rest bush, planted to the following crops: 3½ acres strawberries, 10 fruit trees (mixed).
1 - 1½ storey 6 room dwelling, 2 packing sheds, 1 woodshed, 1 small chicken house.

HISTORY OF ADMINISTRATION: This property was leased by Seiichiro MORIMOTO on 27th April, 1942, to James Watson for the term of 1 year from 1st May, 1942, to 30th April, 1943, or duration. Consideration $300.00 paid and straw at $12.00 per ton. Lessor to insure buildings against Fire. House included. If Lessee builds a chicken house, ½ of cost of same to be refunded by Lessor at termination of lease.

The Custodian granted a new lease to James Watson on 15th January, 1943, for a term of 8 months from May 1st, 1943 to 31st December, 1943. Consideration $75.00 - payable $25.00 cash and final $50.00 on August 1st, 1943. Buildings included. Space reserved for storing chattels.

The first lease handed to The Director, The Veterans' Land Act July 30th, 1943. The second lease was handed to The Director, The Veterans' Land Act August 2nd, 1943.

SOLD: To The Director, The Veterans' Land Act for $540.00 as at 1st January, 1943.
Approval of Advisory Committee - 1st June, 1943.

.....

Funds released to the credit of Seiichiro MORIMOTO as at June 28th, 1944, against which were charges for Balance of Agreement for Sale - $130.00 Principal, $18.50 Interest = $148.50, Registration Fees - $3.00, Legal Fees - $15.00, Arrears of Taxes - $8.95, leaving a net credit of $364.55 from said transaction.

Adjustments as at January 1st, 1943, to the amount of $15.54 covering unexpired Fire Insurance Premiums, were placed to Seiichiro MORIMOTO'S credit.

The following Fire Insurance Policy:-
Legal and General Assurance Co. Ltd., No. 11527 - $900.00 on dwelling and $100.00 on barn and woodshed, was transferred to The Director, The Veterans' Land Act.

In view of the rents for 1943 having been collected by the Custodian, a cheque for $75.00 covering same was issued to The Director, The Veterans' Land Act on November 17th, 1943.

OLD CERTIFICATE OF TITLE
No. 96441-E was on deposit in the Land Registry Office, New Westminster.

Certificate of Title No. 173413-E in the name of The Director, The Veterans' Land Act.

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

May 29th, 1946.

"D. A. Cramer"
D. A. CRAMER.

DAC:JS

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

April 27, 1949.