Name of Claimant KONISHI Ikutaro Case 1338

Custodian File 5133

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	
					2602.						1152.45

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	
			46%	30.00	13.80			13.80

TOTAL RECOMMENDATION	1166.25

CASE NO: 1338.

JAPANESE PROPERTY CLAIMS COMMISSION

Montreal, P.Q.,

June 2nd, 1948.

IN THE MATTER OF THE CLAIM OF

IKUTARO KONISHI.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 1338.

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

(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

Montreal, P.Q.,
June 2nd, 1948.

IN THE MATTER OF THE CLAIM OF
IKUTARO KONISHI.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
ROGER OUIMET, Esq., K.C.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
MRS.F.L. HANDFORD,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

IKUTARO KONISHI, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

MR. OUIMET: This case, my lord, is a claim for $7,950.00 for real estate, less $2,602.00, the amount for which it was sold by the Custodian, leaving a net claim of $5,348.00, for real estate, and an additional claim of $123.00 for personal chattels, making a grand total of $5,471.00.

Your Lordship will notice that the original claim should be amended by $100.00. There was a mistake in the calculation.

THE COMMISSIONER: Yes.

DIRECT EXAMINATION BY MR. OUIMET:

Q Mr. Konishi, you are the claimant in the present case? A: Yes.

Q I am showing you real estate claim form for a balance of $5,348.00 with comments and your signature. Would you identify it as such?

A Yes.

MR. OUIMET: Would you file it as Exhibit No. 1?

(STATEMENT MARKED EXHIBIT NO. 1).

Q I am showing you personal chattels claim form for $123.00 bearing your signature. Would you identify it as such and file it as Exhibit 2?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 2).

Q I understand your son can testify in the present case? A: Yes.

Q Would you be willing to let your son take your

place? A: Yes.

MR. OUIMET: I would like to ask counsel for the Government to file the farm appraisals that were made in this case.

MR. HUNTER: I tender the Soldier Settlement Board appraisal as Exhibit 3.

(S.S.B. APPRAISAL MARKED EXHIBIT NO. 3).

(Witness aside)

KOMEI KONISHI, a witness called on behalf of the claimant, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. OUIMET:

Q Mr. Konishi, I understand you are the son of the previous witness? A: Yes.

Q And you have personal knowledge of the claim and the case? A: Yes.

Q Now, is there anything special you wish to tell his Lordship concerning that claim or any comment you wish to make? A: On this home for $4000.00,---

THE COMMISSIONER: Q: The value is $4,000.00 that you put on it? A: Yes, --- it has linoleum on the floor and bookcases and wardrobes, etc., etc., you know, furnished with the original lease.

MR. OUIMET: Q: The original lease, did you say?

A Yes, it was a lease.

Q But you became owners of the place?

A Yes. Well, when we left the place.

Q Oh yes, you left the place leased, that is what you

mean? A: Yes.

Q You left it in the hands of the Custodian, did you not? A:? Yes.

Q Now the improvements that are mentioned there, the labour that you show at $450.00, $250.00, and other amounts, are you aware as to who made those improvements?

A I beg your pardon?

Q Did you work on the improvements to that property yourself? A: Yes.

Q Did your father work? A: Yes.

Q Did you have to employ outside help?

A Yes.

Q And the amount mentioned there are correct according to your knowledge?

A To the best of my knowledge.

Q Do you corroborate the claim as filed by your father? A: Yes.

Q About the farm on the east side of the claimant's, do you remember the name of the owner of that farm?

A That is a little out of order, you know. I am not exactly sure.

Q You are not exactly sure of the name of the owner of that farm? A: Yasuhikida.

Q About the price of $6000.00, you say you are not q quite sure? Would it be around $6000.00?

A Around $6000.00.

Q That is to your knowledge, eh?

A To my knowledge.

Q Was that farm situated very far from yours, or

right next to it? A: Right next.

Q Have you anything to add? A: Not now, no.

MR. OUIMET: Thank you; your witness.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted that the scale was not found, although declared. It is submitted that the other two items claimed were neither declared on evacuation or at any subsequent date and that the Custodian never found the same.

THE COMMISSIONER: Let me be sure I understand you, Mr. Hunter. The scale was not found. What was the other item?

MR. HUNTER: I presume these items on Exhibit 2 are all that are being claimed now, is that right?

THE COMMISSIONER: Yes. There is 2000 feet of lumber.

MR. HUNTER: That was not declared and not found.

THE COMMISSIONER: And the remaining two items, the motor and the oak barrels.

MR. HUNTER: Not declared and not found.

CROSS-EXAMINATION BY MR. HUNTER:

Q Is this a photograph of your house at Steveston, Mr. Konishi? A: Yes, sir.

MR. HUNTER: I tender that as Exhibit 5.

(PHOTOGRAPH MARKED EXHIBIT NO. 5).

Q Was it you, Mr. Konishi, that went back to Vancouver? Did you get a permit to go back and deal

with some of the property?

A Yes.

Q You did dispose of a considerable amount of property at that time, didn't you?

A Yes, personal.

Q And household, wasn't it? A: Yes.

Q When you say "personal", what do you mean?

A I mean the household things.

Q You didn't report to the Custodian when you were there, did you? A: Yes, I did.

Q And did you, while you were there, ever tell him about this motor and these barrels?

A Yes.

Q q You did? Now, who did you tell?

A Mr. C.W. Fisher.

Q Mr. C.W. Fisher? A: And there was a man, I forget his name, the Custodian at Steveston. There is so many Custodian changes since, you know, that I forget his name.

Q Let's just get this clear, because the Custodian is the Secretary of State. We want to find out who you told. Who did you tell and what did you say? A: That I will clear out all I can myself, and the balance I left up to the Custodian.

Q And did you give them an inventory of the balance?

A No. The Custodian should have that. I just gave him a list of what I took out.

Q And you didn't give him an inventory of what was left? A: Eh?

Q You didn't give the Custodian or his representative an inventory of what was left?

A No.

Q I asked you before whether you declared to the Custodian this electric motor and the barrels and you said yes. Did you actually tell him they were there? A: I think as far as I can remember the barn was locked and the room upstairs was locked, and there was some lists that are missing because there is some odds and ends you can't write out because you would have a mile long list.

Q You still haven't answered my question. I asked whether you told the Custodian whether this lumber and electric motor and 7 oak barrels were there?

A I don't think so.

Q You actually didn't report to the Custodian at that time what you had sold either, did you?

A I think I did.

Q I don't think so. Didn't the Custodian write you a letter and ask you about some items, and you wrote back and said you had forgotten about them?

A What was this?

Q Weren't you written on February 20th about a washing machine?

THE COMMISSIONER: Suppose you produce the copy of the letter to him.

MR. HUNTER: Q: This was a letter that was written to you, and that would appear to be your reply?

A That is right.

Q You received that? A: That is what we figured selling.

Q Eh? A: That is what we figured selling.

THE COMMISSIONER: Q: Would you speak out, please, Konishi? A: That washing machine at Mrs. Norton's, we have an offerfrom some people to buy it before we left there but we were in such a rush we didn't include it in the Custodian's list, and we figured it could be fixed up later.

MR. HUNTER:

Q And that is your reply?

A That is right.

Q Speak up so the Reporter can get it. That is your reply? A: Yes, that is my reply.

Q You left this, then, with Mrs. Norton for sale, is that right? A: Yes, that is right.

Q Did you leave any other things with her for sale?

A No.

Q This is the only thing you left with Mrs. Norton for sale? A: I believe so.

MR. HUNTER: This is a letter to the witness, my lord, or rather to his father, I guess it is.

Q You received it, is that right?

A Yes, that is right.

MR. HUNTER: Asking about the washing machine and saying t they had been notified by Mrs. Norton that it had been sold for $90.00, and then a reply from yourself is it -- a reply from the witness stating it had been sold and he had received the $90.00. I don't think there is any need to file them because there is no claim made in connection with the washing

machine.

Q Did you ever write inquiring about the lumber or the electric motor or the barrels?

A No, sir.

MR. HUNTER: I think that is about all the information I can give your Lordship on that. They simply weren't found when the Custodian inventoried.

THE COMMISSIONER: Have you any information as to when the Custodian made an inventory, or visited the premises with a view to making one?

MR. HUNTER: There was one made by Mather on May 11th, 1942.

THE COMMISSIONER: Q: When were you evacuated?

A I believe some time starting June 1st, or 2nd.

Q Of 1942? A: 1942.

THE COMMISSIONER: Well does Mather's inventory show these articles that are now claimed?

MR. HUNTER: No, my lord.

THE COMMISSIONER: Q: Were you on the property when Mr. Mather, the representative of the Custodian, called and made an inventory?

A At the time when I was evacuated I think Mr. King was there.

Q But the information I now have is that Mr. J.D. Mather visited the premises on May 11th, 1942, and made an inventory. Were you there then?

A I think I should have been there, but I don't remember.

Q You have no recollection of it?

A No.

THE COMMISSIONER: Very well.

MR. HUNTER: I will put in that report, my lord, if you like.

THE COMMISSIONER: I think it would be as well if you do that.

MR. HUNTER: My learned friend might like it because it shows the house has been well kept and is in good repair.

It seems to be entirely a question of value so far as the real property is concerned, my lord. The personal property just wasn't found.

MR. OUIMET: My lord, before I re-examine the witness, two letters have been referred to and haven't been filed. Now, I may say when I received a memorandum in connection with the meetings that had taken place after the opening hearing of the Commission in Vancouver on December 3rd, on page 3 of the memorandum it was with regard to the Custodian's files, and I have here a memorandum stating that it was agreed that the Custodian would send all relevant material in the files including all documents to which he proposes to refer on the hearings to solicitors involved, at least one week before the claims were to be heard.

I have received the Custodian's file one week before the claims were heard, but I haven't seen the documents referred to this morning in the files when they were in my possession, like

the picture and these letters, and yesterday I found there were one or two documents that were not in the original files, inspected them myself. I know very well it isn't my learned friend's fault, but your Lordship will appreciate the difficulty we have when confronted with documents that were not part of the original file which came into our possession and which are filed afterwards.

THE COMMISSIONER: I quite appreciate your comment, and also I realize that Mr. Hunter gets these files probably for the first time after you have had them. What is your explanation, Mr. Hunter, in regard to these missing documents? Have they been sent along later?

MR. HUNTER: No. It was arranged originally, my lord, that certain memoranda and things not actually correspondence or documents but which were things purely peculiar to the Custodian's Office and the Secretary of State would be reserved for my use such as any memorandums and summaries they have drawn up.

THE COMMISSIONER: As instructions, I presume?

MR. HUNTER: Yes, in the form of instructions and in the form of reports of the Custodian's office and reports of their agents and so on, sort of inter-office memos and things of that kind.

THE COMMISSIONER: In order to avoid the possibility of this kind of thing occurring again, if any documents are received by you and you know they

are not in the file, and if they are documents or records which you think might be helpful to claimant's counsel, would you be good enough to let claimant's counsel have them before the claim is brought on for hearing?

MR. HUNTER: I can't do that, my lord. I appreciate his problem. I have fought with the Custodian's office so long about this thing that I am tired of it, but someone there has a secrecy complex, or something; I don't know what it is, but the point is I don't get the files until the evening or the night before and I look at the brown envelopes. I have no time to go through these brown envelopes per se but I am willing to ring my learned friend that night when I get the files and say, "I think there is some correspondence you should have seen", if that is satisfactory.

THE COMMISSIONER: That is as far as we seem to be able to go. I wouldlike counsel to work it out between themselves.

MR. OUIMET: I am perfectly willing to co-operate, my lord.

THE COMMISSIONER: I am sure there is no intention on the part of the Custodian's office to hold back information that counsel for the claimant should have; certainly it has not been evidenced up to date. I can appreciate that things like this may occur and I will leave it to counsel to try and avoid any repetition.

As far as those two letters are concerned,

they do seem to relate to a matter in respect of which no claim was made.

MR. OUIMET: I don't know the point in bringing the witness' attention to it, except to try and make your Lordship believe the witness hadn't been telling the truth about these things.

THE COMMISSIONER: Well I did not look at it that way, if that was the case.

MR. OUIMET: I am very glad to hear it.

MR. HUNTER: The purpose is to show that memory isn't a very valuable thing some years later.

MR. OUIMET: That is why it is so important for us to have documents that may be referred to because the most honest witness can forget long letters which has been proved without embarrassment at times.

THE COMMISSIONER: Well let us get along with something that counts.

MR. OUIMET: Now I wonder if my learned friend has in his possession the J.P. statement. Could my learned friend tender this J.P. statement?

THE COMMISSIONER: It is open to you to have it identified and put it in.

MR. OUIMET: I will have it identified then.

Q Mr. Konishi, would you look at this statement of property dated the 23rd day of April, 1942, apparently signed by I. Konishi? Have you any knowledge personally of this?

A Yes, that is my father's signature.

Q Were you present when that was made?

A I don't think so.

Q You weren't, so I take it your father is the one who made the declarations to the Custodian?

A Yes.

Q Would you have any explanation as to why some of the items claimed for were not mentioned in that statement? A: Well, we have a long list, you know, to the Custodian, a Mrs. McArthur, who was taking the things down, and it was so long as you know and it is difficult to fill it right up with everything that was put in.

Q Who made the long list? A: Me and my brother and my father took it up.

Q And so when the statement of personal property was put on this document, you presume it was taken from that long list? A: Yes.

Q Did you keep a copy of the list itself?

A Yes, I believe I have.

Q Would you have it here now?

A I think so.

Q Was the list you are showing me prepared by you, your brother and your father?

A Yes.

Q It was, and was that the list that was handed over to the Custodian? A: Yes. That is what he took over.

Q That is what he took over? Took over where?

A To the Custodian's office.

Q You mean your father? A: Yes.

MR. OUIMET: Will you file this J.P. statement as

Exhibit 7 and the list that you have been referring to asExhibit 8?

THE COMMISSIONER: Does that list contain the articles in respect of which a claim is now made?

MR. OUIMET: Apparently it doesn't, my lord, but the purpose in filing it is to show that the list contains more articles than are listed on the personal property claim.

THE COMMISSIONER: Very well.

(J.P. FORM MARKED EXHIBIT NO. 7).

(LIST MARKED EXHIBIT NO. 8).

MR. OUIMET: Q: Why did you not include the articles mentioned on the claim and valued at $123.00 in that list, or any other list?

A Well, more or less we figured it is going to stay there until we come back, you know.

Q Where were those articles stored?

A In the barn.

Q Was the barn locked? A: Yes.

Q It was? A: Yes.

Q And when did you last see those different articles as mentioned in your claim?

A Let's see? When I left the place.

Q Which was the 2nd of June, 1942?

A Yes.

Q I see here there is an item concerning farming equipment. That electric motor, was that part of the farming equipment?

A No, sir.

Q It wasn't? What was it used for?

A I just bought it and I was going to use it.

Q Was it your own property?

A It was my own property. It is the only motor I had and any personal tools I took with me and that was put in there.

Q And the scale? A: That is a farm property.

Q As well as the lumber, the shiplap?

A Yes.

Q And the seven oak barrels? A: Yes.

Q You are absolutely positive those were there?

A Yes.

Q Were they placed in the barn so that anyone walking in there could see them? A: Yes.

Q They were not secreted or concealed or anything?

A No, they were not concealed.

Q When you went to Vancouver after securing permission why did you not find occasion to discuss these different articles with the Custodian or the Custodian's representatives?

A Well, as soon as you go in the office there, ---

Q Speak louder, please. A: As soon as you go in the office there they are so busy like and what you go out for, you get. Like I go out to Steveston today to start the story and I used to stay in a hotel in Vancouver and travel every day to Steveston, ten or fifteen miles to Steveston and back and come in at night because of the curfew on the Japanese, and some mornings I go to see Mr. Fisher and arrange about the freight on things I am going to take out, you know. We

used to discuss things like.

Q You never discussed those different articles?

A No, not piece by piece because he was so busy that he couldn't be bothered with it.

THE COMMISSIONER: That is about as much information as you can get on that subject.

MR. OUIMET: Yes, my lord.

Q Do you believe your father could give us any additional information on these articles?

A No.

Q Do you have anything you wish to add yourself?

A No.

Q Have you anything else?

MR. HUNTER: I would like to ask one thing.

Q I see according to the real property summary here, Mr. Konishi, that I guess it was your father entered into a lease agreement with one Henry A. Rosemeyer covering the house, garden and the garage and the barn only, the rest of the farm being leased to Charles H. Bradbury?

A Yes.

Q I think you said the barn was locked?

A Yes.

Q Was the key given to Rosemeyer?

A Yes, that is right.

Q The key was given to Rosemeyer?

A No, no.

Q How can you lease a house, a garage and a barn, without giving them the keys?-if he didn't have the key to it? A: The Custodian had the

key.

Q To the barn? A: Yes.

Q What about Rosemeyer? Didn't you lease him the barn? A: He had a lease, like we divided the property into two like it says here.

MR. OUIMET: Q: When you say "here", you are referring to what? A: The lease here.

MR. OUIMET: You haven't that in your file.

MR. HUNTER: No. This is a lease dated the 15th ofApril, 1942, between Henry A. Rosemeyer and Ikutaro Konishi for $10.00 per month during the term of this agreement, which would appear to be the duration of the war. It shows this covers the house, garage, barn and garden only and not the field.

Q How did you rent him the barn without allowing him the use of it? A: Because I had two leases and I couldn't put it on their property -- the barn.

Q You mean you weren't leasing him the barn at all?

A No, but Mr. King there, he included that in the agreement. He had the property all around the barn.

THE COMMISSIONER: Q: Let me understand you. The barn was locked up so he couldn't get in it without getting the key from the Custodian?

A That is right.

Q In view of the lease, did you intend the Custodian should permit him to enter the barn with the key that the Custodian had?

A Mr. Rosemeyer entered the barn?

Q Yes. A: No.

THE COMMISSIONER: All right.

MR. HUNTER: Q: Did you tell the Custodian that the tenant couldn't use the barn?

A The tenant understood that.

Q But did you tell the Custodian? A: Yes.

Q You personally did? A: Yes.

Q You told the Custodian that the tenant couldn't use the barn? A: Yes.

Q Who did you tell? A: To start with that was the Custodian, Mr. Thomas A. King, who was the Custodian at first.

MR. OUIMET: Q: His representative?

A Yes, at first.

MR. HUNTER: Q: You think he was, anyway?

A Yes, I think he was, at least for a couple of months.

Q And it was Mr. King you told?

A Yes.

Q Did you ever tell anybody else?

A Mr. and Mrs. King. We were all dealing with the Custodian in Steveston.

Q Did you ever tell anybody in the Custodian's office in Vancouver that this barn wasn't to be used?

A Well I thought it was always understood --always.

Q You thought it was?

A I think that the Custodian understood it, too, because you see in that other thing the key was to be left with the Custodian.

Q You will have to speak up. You have considerable

competition here. A: We told the Custodian the key was to be left at Mrs. Norton's, that is across the street from our place, and I believe the Custodian went a couple of days later to get the key.

MR. HUNTER: I think, my lord, this lease should go in.

THE COMMISSIONER: Very well.

MR. HUNTER: Q: These are original copies of these leases, are they? A: Yes.

MR. HUNTER: I put the two in as the next exhibit, my lord.

(LEASE MARKED EXHIBIT NO. 9).

MR. HUNTER: That is all, my lord.

THE COMMISSIONER: That is all, Mr. Konishi.

MR. OUIMET: There is only one thing about the lawn mower which appears as part of the chattels that he left with Rosemeyer that I would like to ask a question about.

THE COMMISSIONER: There is no claim made in respect of it, but go ahead.

MR. OUIMET: Q: Mr. Konishi, I see in the list of chattels left with Mr. Rosemeyer there is one lawnmower. Was that lawnmower originally in the barn or in the house?

A No, it was to be used with the house.

Q Why was the barn mentioned, and why was it to be kept locked? A: Well --

Q The barn is mentioned as being leased to Mr. Rosemeyer? A: Yes.

Q And yet you say it was to be kept locked?

A You understand this barn was to be kept under the eyes of Mr. and Mrs. Rosemeyer.

Q Under the eyes, without the key?

A Without the key.

MR. OUIMET: Thank you.

THE COMMISSIONER: All right, that is all, thank you, Mr. Konishi.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

T. P. Horrobin

"T.P. HORROBIN"
OFFICIAL REPORTER.

Case 1338 DEC 29 1947

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

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

ACKNOWLEDGED

5133

14

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

(1) NAME KONISHI (Print) Surname IKUTARO Given Name (RCMP) Reg. No. 05106

(2) Pre-Evacuation Address 175 Garry Rd. Steveston B.C.

(3) Present Address 7056 Bordeaux, Montreal P.Q.

(4) REAL ESTATE

(a) Street Address (if any) 175 Garry Rd. Steveston B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Lot 20
Sec 2
Block North 3
Range West 7
West Map 963 Dist. of New Westminster B.C.

(c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) Residence Type of business Farm & Residence.
(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 - - - - - $ 2250.00
(ii) Buildings - - - - - $ 5700.00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - $ 7950.00
(v) Amount at which Custodian sold property and credited your account - - $ 2602.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 5348.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
175 Garry Rd. Steveston B.C.

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

(c) How stored or packed at time of evacuation
Stacked up & Locked in the shed. (Barn)

(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")

Personal Property Under Custodian's Care

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

1.	One Champion Scale	Estimated Value $ 30.00
2.	About 2000 sq. ft. of Lumber Shiplap	Estimated Value $ 50.00
3.	¼ H.P. Electric Motor	Estimated Value $ 8.00
4.	7 oak Barrels "Big"	Estimated Value $ 35.00
5.		Estimated Value $
6.		Estimated Value $
7.		Estimated Value $
8.		Estimated Value $
9.		Estimated Value $
10.		Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 123.00

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) - $ 537.00

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

Montreal P.Q.

(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:)

I, Ikutaro Konishi of the City of Montreal in the Province of Quebec

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 Montreal in the Province of Quebec this 20th day of December A.D. 1947.

Ikutaro Konishi

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.

To Commissioner
Office of Custodian
Vancouver B.C.
Mr. J. Cummings.

Dec. 22/47
7056 Boardman
Montreal P.Q.

Dear Sir

I have received your letter of Dec. 5 1947. & the statement So I have completed the claim form to the best of my knowledge & I have made a new form so I am sending it to you. by Registered mail. Please disregard the former claim form.

Yours truly.
Ikutaro Komuki
Rev. K. K.

NOV 27 1947

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

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

ACKNOWLEDGED

5133 Montreal

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

(1) NAME KONISHI (Print) Surname IKUTARO Given Name (RCMP) Reg. No. 05106

(2) Pre-Evacuation Address 125 Garry Rd. Steveston BC.

(3) Present Address 7056 Bordeaux Montreal P.Q.

(4) REAL ESTATE

(a) Street Address (if any) 125 Garry Rd. City or Municipality, Steveston Province BC.

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

Duplicate

Lot 20
Sec. 2
Block 3
Range West 7
West Map 963 District of New West BC.

(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 Farm - Residence

(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 - - - - - - - - - - - - - - - - - $ 2250 00

(ii) Buildings - - - - - - - - - - - - - - - $ 5700 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) - - - - - - - - - - - - - - - $

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 7950 00

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

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

(5) PERSONAL PROPERTY

Information not Immediately available.

(a) Place or places at which property was left by the claimant at date of evacuation

125 Garry Road Steveston BC.

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

House & Sheds

(c) How stored or packed at time of evacuation

(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")

Residence was Leased to Mr Harry F. Rosemayer 1x Salty Ln. Stewarton B.C.
Land. To be Custodian

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

1. _____ Estimated Value $_____
2. _____ Estimated Value $_____
3. _____ Estimated Value $_____
4. _____ Estimated Value $_____
5. _____ Estimated Value $_____
6. _____ Estimated Value $_____
7. _____ Estimated Value $_____
8. _____ Estimated Value $_____
9. _____ Estimated Value $_____
10. _____ Estimated Value $_____

Information who available on what was sold - what was not lost.

TOTAL CLAIM FOR PROPERTY LOSS $_____

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

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

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

Montreal P.Q.

(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,
Province of Quebec
TO WIT:

I, Ikutaro Konishi of the City
of Montreal in the Province of Quebec

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 Montreal
in the Province of Quebec
this 25th day of November
A.D. 1947.

Ikutaro Konishi

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.

Was moved to Montreal in the month of Nov. 1947

KONISHI, Ikutaro (Mr.)
(Claimant's Name)

REAL ESTATE
(Farm Land)

05106
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								
Cultivated not planted								
Cultivated and not in crop								
List Crops	Loganberries	1	Nov. 1926	Margaret Cordelia Morgan	$2000.00	Cleared	Hayfield	$2250.00
	Strawberries	1						
	Orchard	.5						
	Vegetables	2						
Total		4.5						

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

Description	When Made	Cost
Drainage ditch in centre of field 1500'	1927-1928	100.00
Clearing ditch on both sides of field	1929	100.00
20 Orchard trees and berry patches	1928	100.00

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Home	24 x 39)		(1927	2500.00	450.00	450.00	$700.	$4000.
	7 x 15)	Wooden	(1931	800.00	250.00	250.00		
	6 x 20)							
Barn	24 x 34	Wooden	1941	1150.00	150.00	150.00	50.00	1400.
Garage (2 truck)	20 x 28	"	1935	400.00		120.00	120.00	400.
Woodshed	12 x 22	"	1928	75.00		25.00	50.00	50.
								$5850.00

EXHIBIT No. 1338-1
DATE 7 June 1948
FILED BY R. Quinnet

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

Assessment 1942: Land $1174.00
Improvements 2010.00
$3184.00

Summary:
Estimated Value

Original Claim	$7950.00
Sold by Custodian	2602.00
Claim	$5348.00

Land	$2250
Buildings	5850.
	$8100.

The farm on the east side of the claimant's which has a similar acreage and buildings was purchased for $6000.00 in 1929. The purchaser put a new house and barn on the property after the purchase.

I Kutaro Konishi
Signature

1338

KONISHI, Ikutaro (Mr.)
(Claimant's Name)

PERSONAL CHATTELS

05106
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	
1 Champion Scale	1935	New	$55.00	Perfect	$30.00	not formd
2000' ft. of lumber (ship lap 2" x 4")	1939	"	60.00	Good	50.00	not deld = not formd
1/4 H.P. Electric Motor	1940	"	12.00	"	8.00	-do-
7 Oak Barrels (big)	1935	Used (slightly)	56.00	"	35.00	do.
					$123.00	

The claimant is claiming on the chattels listed above valued at $123.00

Description of Storage of Goods:

The chattels were stored in the barn and reported to the custodian.

General Statement as to Chattels not Described above:

EXHIBIT No. 1338-2
DATE 2 June 1948
FILED BY R. Onishi

Summary:

Estimated Value	$123.00
Sold by custodian	_____
Claim	$123.00

Additional Comments, if any:

I Kataro Konishi
Signature

BC-574-P
BC-270-B
COPY

BC/574-P
B C/270-B

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

Farm Appraisal Report

File No. J.L.565

Land Description Lot 20 of a subdiv.of Sec.2, Blk.3N, Rge.7W, N.W.D.

House #125 Containing 4.5 more or less Acres

Owner's Name I. KONISHI Post Office Address R. R. 1, Steveston, B.C.

Nearest Rail Point Y Station on B.C.E.Rly. Distance ½ mile

Market Town Steveston 1 mile - Vancouver Distance 10 miles

Church (give denomination) All Denominations Distance 1-3 miles

Nearest School Steveston Distance 1 mile

State how property was identified: Regt.Plan, road and boundary check

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

Has 244' frontage on Garry Street along south boundary; good hard surfaced road.

Is this district a good one? Yes, closely settled and about 10 miles from Vancouver.

Employment opportunity Fairly good at seasonal fishing, farming and industrial - Vancouver.

Predominating Nationality and religion: British; Protestant religion.

Describe Fencing and its condition: Some old wire at boundaries but generally poor and negligible. Value $

Water supply: City water in dwelling and plumbing installed except bathtub Value $

5733

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE #125	24 x 39	Lumber	16	Shingles	10 yr.	Cement	Good	$ 1800.00
" Addition	7 x 15	"	10	"	" "	"	"	
Front verandah	6 x 20	"	10	"	" "	"	"	
~~BARN~~	x							
Workshed	12 x 22	"	6	"	" "	Posts	Fair	10.00
~~BARN~~ Nat shed	24 x 34	"	14	"	1 "	Cement	Good	450.00
Shed	20 x 28	"	12	"	15 "	Posts	Fair	90.00
GRANARY	x							
	x							
	x							
	x							
	x							

Electric light installed in buildings

Total present day value $ 2350.00

Total Value Buildings add to farm $ 1750.00

Is dwelling habitable without repairs? Yes If not what is your approximate estimate of cost to make it habitable? 1½ story building with full basement but no furnace. Hot & cold water with toilet and wash bowl in addition off kitchen, and an extra toilet in the basement $

Describe the basement and chimneys: Built up basement, 6' clearance; cement sills & floor; 2 brick chimneys to ground.

No. rooms downstairs? 4 Upstairs? 4 How finished Interior shiplap and wall paper or V.Joint.

Are buildings painted? Yes Condition of paint Fairly good EXHIBIT No. 1338-3

Distance from nearest bush Unexposed DATE 2 June 1948 FILED BY

J W G Kennedy

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
4.5	Level	Clay loam 12" to 18"	Clay	1 ac. logans about average condition; balance oats or old run out straws.	$200	$ 900.00

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

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 $ 900.00

Total added by buildings to value of farm $ 1750.00

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

Total value of farm $ 2650.00

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

Farm in good condition and tillage. Occupied by Japanese owner and family for a number of years, and a tenant in residence since he was evacuated.

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

Small fruit and truck farming in conjunction with some local employment.

Noxious weeds:

Some thistle in spots but not bad.

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

Municipality of Richmond
1942 taxes including dyke and drainage - Total $50.64

Date: July 18th, 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 17th **day of** July **19** 42.

Inspector's Signature

"J.D.PATTERSON"

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

S.S. Form No. 43
(Sheet 2)

Farm Appraisal Report

Remarks: Property quite well situated on the north side of Garry Street, about 1 mile from Steveston and 10 miles from Vancouver.

Land is rented to Mr.Chas.H.Bradbury for duration of war at $90 annually, payable April 15th each year. Dwelling, woodshed and garage and home orchard of about 20 mixed fruit trees are rented to Mr.H.A.Rosemeyer at $10 a month. The latter I believe is an employee of one of the local fish canning companies.

(FOR ORCHARD LANDS ONLY)

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

Level land lying about a mile north of the Fraser River at Steveston.

Fertile alluvial loam soil, subject to Lulu Island dyking and drainage taxes.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

See taxes on page 1; dyke and drainage taxes are combined in statement furnished by the Municipality of Richmond at total $50.64.

ORCHARDS, SMALL FRUITS, ETC.

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

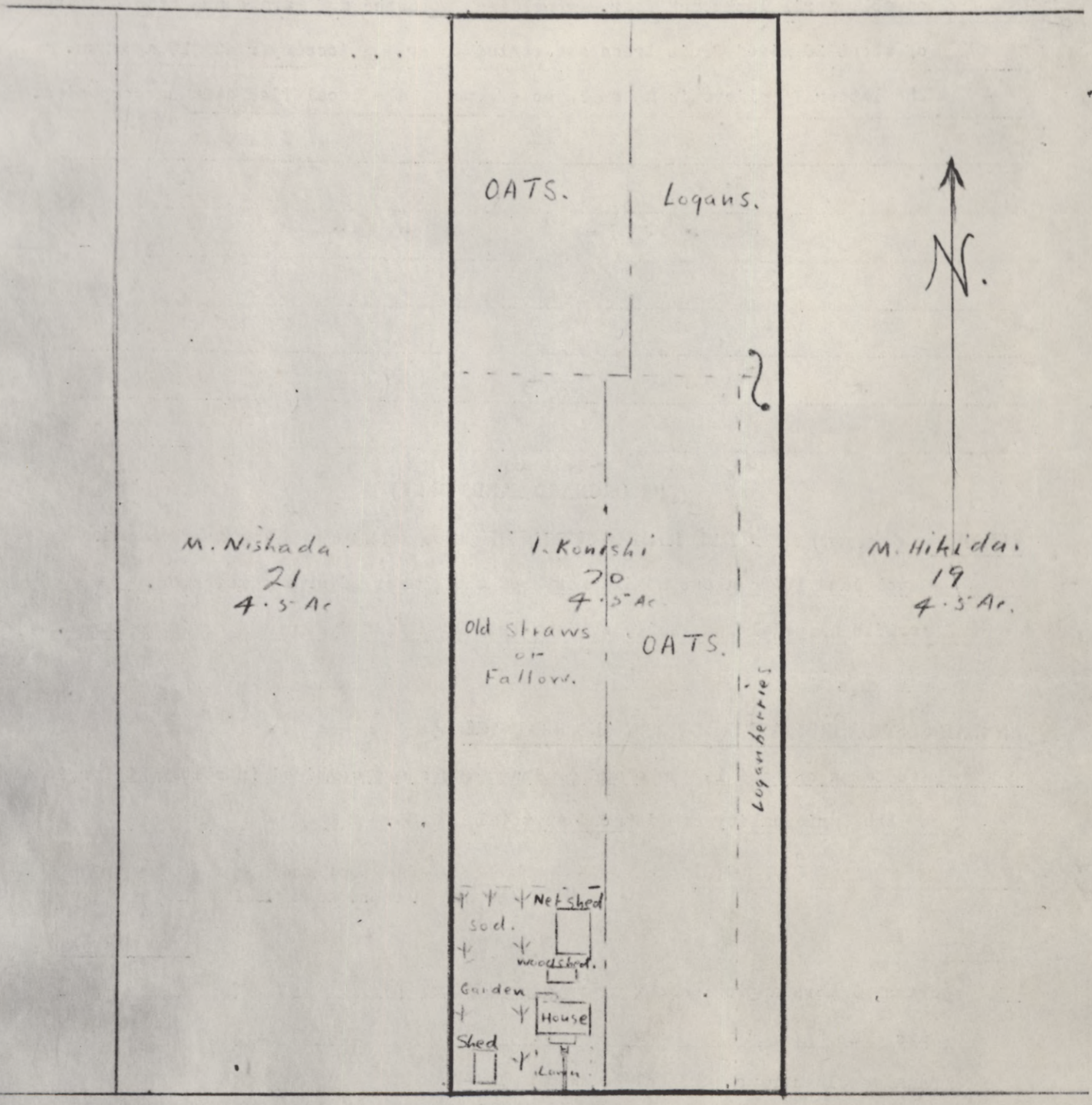
CROPS	Present Value
Logans, 1 acre approx. about average condition	$
Oats 2 " " " " "	$
Balance old straws, and fallow to be plowed.	$
Home orchard 20 mixed fruit trees - only fair.	$
	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

Scale 200' = 1 inch

Diagram of Property - In Red:- I. Konishi property.

Lot 20, Sec 2, Blk, 3 N., Rge, 7 W., Map 963 N.W.D.



Following careful review of this appraisal report, it is my opinion that the present value is $ 2600

Date 23rd July 19 42.

"I.T.BARNET"
District Superintendent.

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 5133 EXHIBIT No.

NAME Ikutaro KONISHI

REG. No 05106

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
Declaration 23 Apr 42	Taken by			Auction	Tender &c		
Evacuation 2 Jun 42	Date						
FARMING TOOLS:		One champion scale	30				30
1 weighing scale		About 2000 sq ft of Lumber shiplap & 2 x 4 etc	50				
200 ft water hose		¼ HP Elec. motor	8				
70 Jam crates		7 Oak Barrels "big"	35				
75 Canning crates			123 --				
5 straw. crates							
farming equipment							
General H'hold goods							
kitchen utensils							
Dinner sets & silverware, furniture, beds etc.							
Odd dishes etc							
located 125 Garry St Steveston							
TO BE LEFT IN HOUSE & BARN; LEFT IN CHARGE OF MRS. PERCY NORTON 126 GARRY ST STEVESTON BC							
The following is a list of furniture left in charge of the lessee HENRY A. ROSEMEYER:							
1 wardrobe							
1 linen cabinet							
1 McClary Duchess Kitch. rge							
1 McClary #2300 coal heater							
1 dble Bed w. spring & mattress							
linoleum on floors							
1 bookcase							
1 lawn mower							
These are all located at 125 Garry St. Steveston, BC							

Chat

EXHIBIT No. 1338-4
DATE 2 June 1948
FILED BY J. W. G. Kinnear

No 5133 EXHIBIT No. CASE No.

No 05106 VENUE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD		REMARKS
CTION	TENDER &c								
			30						
				50					
				8					
				35					

Chattels to value of $ 30. Not found by Custodian
do 93. No record at any time

RP
3

KONISHI, Ikutaro
125 Garry St., Steveston, B.C.
Evac. File 5133



Picture Taken April 13, 1943

EXHIBIT No. 1338-5
DATE 2 June 1948
FILED BY J. W. G. Hunter.

1338 - 6

EXHIBIT No.

DATE 2 June 1948

FILED BY J.W.G.Hunter

Registration Number 05106

KONISHI, Ikutaro

P. O. Box 113, 125 Garry St., Steveston, B. C.

LOCATION AND NATURE OF PROPERTY

Description of land in Form "JP is correct.

OWNERSHIP

I have inspected the Title, which is in the name of the above Ikutaro Konishi.

LAND AND BUILDINGS

The house on the property is a frame, shingle roof, 8 room dwelling, 1½ stories, with basement. It has been well kept and is in good repair. There is also a barn and a garage, as stated in Form "JP", both in good condition. The property consists of 4½ acres, of which 1 acre is in loganberries and ¾ of an acre in strawberries, the balance being used as a garden.

TAXES

Taxes are paid for the year 1942.

INSURANCE

I am informed that there is no fire insurance at present on the property, but under a lease with one Rosemeyer, it is agreed that the tenant will cover the house in the sum of $3000.

FINANCIAL POSITION

This man claims to have no liabilities. Inventory of effects attached hereto.

REMARKS

The house has been leased to H. A. Rosemeyer, for the duration of the war, at $10 a month, Rosemeyer to place insurance on the house for $3000. He is to have the use of certain effects as shown in the inventory and to store certain others in a room upstairs. The land has been leased to Charles H. Bradbury of Richmond, for the duration, for $90.00, payable on the 15th day of April in each year, with arrangements for certain effects, as per inventory, to be stored in the house and barn.

RECOMMENDATION

I would recommend that the above arrangements be permitted to stand.

May 11th, 1942.

"J. D. Mather"

(Part of Ex. 1338-6)

REGistration Number 05106

KONISHI, Ikutaro

INVENTORY

The following to be left in charge of the Lessee.

1 Wardrobe
1 Linen Cabinet
1 Bed Complete
1 Book Case
1 McClary Kitchen Range
1 Heater
Linoleum on all floors
1 Lawn Mower.

The following to be stored in a room upstairs

9 Chairs
4 Cushions
2 End Tables
2 Table Lamps

The Following to be left in the barn and locked up

1 Weighing Scale
200' Garden Hose
70 Jam Crates
75 Canning Crates
5 Strawberry Crates
Sundry Farming Equipment
" Kitchen Utensils
1 Dinner Set
Sundry Silverware Crated
5 Beds and Springs
Sundry Crockeryware.

May 11th, 1942.

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

July 29, 1948. C. Hyde

M.W.

FORM "JP" FILE No. 5133

STEVESTON BRANCH

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: KONISHI, Ikutaro

HOME ADDRESS: P.O. Box 113, 125 Garry St., Steveston, B. C.

REGISTRATION NUMBER 05106 SEX: Male AGE: 69

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

1338 - 7

EXHIBIT No.

MARRIED? Yes DATE 2 June 1948

FILED BY J.W.G. Hunter

NAME OF WIFE OR HUSBAND: MITSU

ADDRESS OF WIFE OR HUSBAND: Same address

NAMES OF ANY LIVING CHILDREN: NOBORU (M) KOMEI (M) TETSURO (M) KI (M) MIKAKO (F)

ADDRESS OF CHILDREN: Same Address

AGE OF CHILDREN: 28, 25, 22, 18 and 15 yrs.

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

1. LOCATION AND DESCRIPTION: Certificate of title #69050E Lot 20, of Section 2, block 3 North Range 7 West mpa 963, in the District of New Westminster, B. C. Located at 125 Garry St., Steveston

2. BUILDINGS AND OTHER IMPROVEMENTS: 9 room, 2-storey, frame, shingle roof. Barn (24' X34') Garage (20' X 28') Woodshed

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

4. TAXES (Amount and where payable) $51.00 per yr. paid for 1942, payable at Town Hall, Richmond, B.C.

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

barn, garage, and woodshed

(1) Leasing house / to HENRY A. ROSEMEYER, Townsite, Steveston, B. C.

6. OCCUPANCY AND LEASES (If vacant so state) To be paid on May 1, 1942- -$10, and on the first day of every month for the duration of the war with Japan. It is also agreed that the Lessee shall take out Fire Ins. for $3,000 to cover loss in case of fire.

(2) Leasing land to CHARLES H. BRADBURY, Municipality of Richmond, B.C. $90.00 to be paid every year on the 15th of April, for the duration of the war with Japan.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In own possession.

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

9. IF FARM LAND STATE CROPS SOWN 1 A. loganberry, 3/4 A. strawberry

---

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:

FARMING TOOLS: 1 weighing scale, 200 ft. water hose, 70 jam crates, 75 canning crates, 5 strawberry crates, farming equipment. General household goods; kitchen utensils, dinner sets and silver ware, furniture, beds, etc. Odd dishes, etc. located 125 Garry St. Steveston. To be left in house and barn; left in charge of Mrs. Percy Norton, 126 Garry St. Steveston, B. C.

The following is a list of furniture left in charge of the lessee, HENRY A.ROSEMEYER: 1 wardrobe, 1 linen cabinet, 1 McClary, duchess kitchen range (ivory); 1 McClary #2300 Coal Stove (heater) 1 double bed spring and mattress (iron) linoleum on floors, 1 book case, 1 lawn mower. These are all located at 125 Garry St. Steveston, B. C.

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

3 cats (1 white and 2 grey and white) "for S.P.C.A."

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY

none

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) $5 War Savings Certificate Ta 377765, in own possession

8. BANK ACCOUNTS: Royal Bank Steveston Branch, K319, $4004.02

9. LIFE INSURANCE: B.C. Mutual, Vancouver Branch, $2,500, beneficiary wife MITSU, policy #A3075, in own possession.

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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

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

Dated this 23rd day of April 1942

(Signature) "I. Konishi"

"A. G. McArthur"
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.

July 29, 1948. M.W. C. Hoyde

Ikutaro Konishi.

Custodian Listing.

From ~~Register~~ Certificate No. 31292E
Register, Vol.--Fol. 69050E
Municipality of Richmond.
Lot twenty(20) of Section Two(2) Block Three(3) North Range Seven(7) West Map 963, in the District of New Westminster.

British Columbia Mutual Benefit Ass.
Membership Certificate No.A3075.
War Savings Certificate $5 - TA-377765.

House-38x32-Basement. Barn-34x24. Garage-20x28.
5 rooms on the main floor.
4 " on upstair.
Kitchen Stove.
Electric Clock.
Mantel Clock.
Linen Cabnet.
Coat Cabnet.
Book Case.
~~Bureau.~~
Ordinary Parlour Stve.
Sofa.
Gramophone.
KITCHEN Ten ~~Simple~~ Chair.
One Single Bed.
ONE ~~Two~~ Wooden Beds.
IRON Three Double Beds.
End Table.
~~Two Toilets.~~
~~One Wash Basin.~~
World Book Set(ten).
~~32C 6-8V Lorraine cntrollable driving light.~~
~~One~~ Lawn Mower.
" Orchard Branch Cutter.
" Shear.
" ~~Ordinary~~ Scale.
Three Hand Axe,
One Axe.
Three Hay Forks.
Seven Hoes.
Six Shovel.
Hand One Cultivator.
~~One Shear.~~
Two Spray Pump.
Two Hundred Feet Water Hose.
One Hundred Empty Sacks.
~~Ten Cords Chopped Wood.~~
Seventy Jam Crate.
Seventy-Five Loganberry Canning Crate.

EXHIBIT No. 1338-8
DATE 2 June 1948
FILED BY R. Orsinel

Continue.
Sixty-five Stawberry Crates.
Two Coleman Gas Lamp.
One Coal Oil Lamp.
One Window Washer.
One Light Extension.
Two Grease Gun.
Two Clamp.
Two Set Box Wrench.
One Bavet Grinder.
Five Pipe Wrench.
Two Hack Saw.
Three Screw Driver.
One Try Square.
Two Pinch.(Piers)
Six Spaner Wrench.
One Saw.
One Brace.
One Wooden Plane.
Three Chisel.
One Gas Stove.
Four Pair Gum Boots.
One Bicycle Carrier.
One B.S.A.Bicycle.

One Ordinary Table.
One Study Desk.
One Coffee Table.
Silver Electric Coffee ~~Boiler~~. Percolator
Japanese Soup Dish.(I6)
One Dish With Top.
Five Tray-Three Set.
One Big(Round).
Three Tray-Brown
Two Small(Square).
Two Doz. Small Japanese Tea Cups.
Five Tray Medium Square.
Fifteen Wooden Soup Bowls.
Three Set Knife And Fork
One Dinner Set.
One Kettle (New).
Three Big China Plate.
One Doz. Glass Cups.
Six Cooking Knife.
One Doz. Small Rice Bowl.
½ Doz. China Bowl.
3 Doz. Small Plate.
½ Doz. Dessert Bowl.
Silver Top Cover With Glass Bottom
Roast Plate.
Nine Window Shade.
4 Wall Picture.
2 table lamp stand.

3 Cat.

1338 - 9

EXHIBIT No.

DATE 2 June 1948

FILED BY J.W.G.Hunter

THIS INDENTURE

Made in duplicate the Fifteenth day of April in the year of Our Lord One thousand nine hundred and forty two

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

IKUTARO KONISHI, of the Municipality of Richmond in the Province of British Columbia, Farmer.

hereinafter called the "Lessor" of the First Part:

AND HENRY A ROSEMEYER, of the Townsite of Steveston, in the Province of British Columbia, Lineman. hereinafter called the "Lessee" of the Second Part:

WITNESSETH, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Richmond in the Province of British Columbia and more particularly known and described as:

Lot Twenty (20) of Section Two (2) Block Three (3) North Range Seven (7) West Map Nine Hundred and Sixty-three (963) in the District of New Westminster.

This covers the House, Garage, Barn and Garden only and not the Field.

TOGETHER with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining. together with Furniture and Fixtures according to Inventory attached and which is hereby made part of this agreement.

From the Fifteenth day of April One

thousand nine hundred and forty two. for the

term of the duration of the war with Japan ~~[illegible]~~

Yielding during the said term therefor the rent of- - - -Ten ($10.00)- - - -Dollars.

per month- -

of lawful money of Canada, payable on the following days and times that is to say:

The sum of Ten Dollars ($10.00) on the First Day of May in the year 1942, and the further sum of Ten Dollars ($10.00) on the First day of each and every month during the term of this agreement.

And it is also agreed that the Lessee shall take out Fire Insurance in any recognised Company in the amount of Three Thousand Dollars ($3000.00) to cover loss in case of fire.

the first payment to be made on the day of , 194

That the said Lessee covenants with the said Lessor to pay rent; and to pay taxes; and to pay rates for water, electric light, gas and telephone.

And to repair; and to keep up fences; and not to cut down timber;

And the said Lessor May enter and view state of repair, and that the said Lessee will repair according to notice.

And will not assign without leave; and will not sublet without leave.

And that he will leave premises in good repair;

And that he will nto carry on any business that shall be deemed a nuisance on the premises.

Proviso for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.

Proviso for re-entry or seizure or forfeiture of the said term.

The said Lessor covenants with the said Lessee for quiet enjoyment.

Proviso for re-entry on the termination of the war or on the return of the Lessor to Steveston on giving the usual 30 days notice by the Lessor to the Lessee.

Below is a list of Furniture left in charge of
Henry A. Rosemeyer at 125 Garry Road.

---

1 Wardrobe,

1 Linen Cabinet,

1 McClary Duchess Kitchen Range, (Ivory)

1 McClary No. 2300 Coal Stove, (Heater)

1 Double Bed with Spring and Mattrass, (Iron)

Linoleum on Floors,

1 Book Case,

1 Lawn Mower.

"Henry A. Rosemeyer"

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

And It is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancyfrom year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Wherever the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

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

Signed, Sealed and Delivered in the presence of)
)
Signature of Witness "Thomas C. King")
)
Street Address 78 Georgia Street)
)
City or Town Steveston, B.C.)
)
Occupation A Commissioner Etc.)

"Ikutaro Konishi" "SEAL"

"Henry A. Rosemeyer" "SEAL"

Dated April 15th, 1942

IKUTARO KONISHI

-TO-

HENRY A. ROSEMEYER.

STATUTORY LEASE

Short Form

(Attached to Exhibit 1338 - 9)

THIS INDENTURE

Made in duplicate the Fifteenth day of April in the year of Our Lord one thousand nine hundred and forty two.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

IKUTARO KONISHI, of the Municipality of Richmond in the Province of British Columbia, Farmer.

Insert full Names, Addresses and Occupations of parties.

hereinafter called the "Lessor" of the First Part:

AND

CHARLES H. BRADBURY, of the Municipality and Province aforesaid, Farmer.

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, All and Singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of Richmond in the Province of British Columbia and more particularly known and described as:

Lot Twenty (20) of Section Two (2) Block Three (3) North Range Seven(7) West Map Nine Hundred and Sixty-three (963) in the District of New Westminster.

It is understood and agreed that the above description does not cover the leasing of the Dwelling, Orchard, Barn and Garage

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining. excepting as aforesaid.

From the Fifteenth day of April one

thousand nine hundred and forty two for the

term of the duration of the war with Japan ~~xxxxxxxxxxxxxx~~.

Yielding during the said term therefor the rent of- - -Ninety ($90.00)- - - -Dollars,

Per Annum

of Lawful money of Canada, payable on the ~~xx~~ following days and times that is to say:

The sum of Ninety Dollars ($90.00) on the signing of this agreement the receipt of which is hereby acknowledged, and a further sum of Ninety Dollars ($90.00) on the Fifteenth day of April in each and every year during the term of this agreement.

It is also understood and agreed that, should the Lessor return to Steveston before the Fifteenth day of April in any year, then the lessee will relinquish the property on the usual notice of 30 days being given to the Lessee by the Lessor.

It is also agreed and understood that should the Lessee be called up by the Government or is incapicated by illness, that he be allowed the usual notice of 30 days notice to relinquish the property.

the first payment to be made on the day of , 194

That the said Lessee covenants with the said Lessor to pay rent; ~~xxxxxxxxxxxxx~~ and to pay rates for water, electric light, gas and telephone.

And to repair; and to keep up fences; and not to cut do n timber;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

And will not assign without leave; ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~.

And that he will leave premises in good repair;

And that he will not carry on any business that shall be deemed a nuisance on the premises.

Proviso for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.

Proviso for re-entry on seizure for forfeiture of the said term.

The said Lessor covenants with the said Lessee for quiet enjoyment.

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

And it is hereby Declared and Agreed that in case the Premises hereby demised or any part thereof shall at any time during the term hereby granted by burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Wherever the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

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

Signed, Sealed and Delivered
in the Presence of

Signature of Witness "Thomas C. King"
Street Address 78 Georgia Street
City or Town Steveston, B.C.
Occupation A Commissioner Etc.

"Ikutaro Konishi" "SEAL"

"C. H. Bradbury" "SEAL"

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

Dated April 15th, 1942.

IKUTARO KONISHI.

TO

CHARLES H. BRADBURY.

STATUTORY LEASE

SHORT FORM