

File No.
2858

DEFENSE BRIEF

Kantaro SUEHIRO,
Reg. No. 11334

File No. 2858

Case #954A

Winnipeg, Man.
April 12, 1948
and
Sept. 27, 1948
Case #954A

*Case #954A
File 2858*

REAL AND PERSONAL PROPERTIES - Claim - Gross -

Gross Claim

Appraisal

Sold for

Realty

\$7830.00 Total
as original claim
Nov. 24, 1947

Personalty -

\$1624.74 Total
as original claim
Nov. 24/47

Hearing- April 12, 1948- p.2. lines 1-11 inc.
Transcript- added to Sub-Commission List.

Hearing- Sept. 27, 1948- p.2, lines 1-9 inc. Transcript-
claims as to real and personal property withdrawn.

CLAIMS WITHDRAWN

BRD/DD

March 3, 1949

2859

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: KATO, Kiyoji.

HOME ADDRESS: P.O.Box 227, Mission City, B.C. (Lougheed Highway)

REGISTRATION NUMBER 13285 SEX: Male AGE: 58

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: AI.

ADDRESS OF WIFE OR HUSBAND: P.O.Box 227, Mission, B.C.

NAMES OF ANY LIVING CHILDREN: Shigenobu, (M); Tamio, (M);

ADDRESS OF CHILDREN: P.O.Box 227, Mission City, B.C.

AGE OF CHILDREN: 13; 8;

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

1. LOCATION AND DESCRIPTION: Lots 9, 10, 15, Section 17 Twp. 17, (10 Acres) on the North side of Lougheed Highway, between Grand Ave., and Herd Rd., in the Municipality of Mission, B.C.

2. BUILDINGS AND OTHER IMPROVEMENTS: 2-story Sroom wooden frame house, including 1 hot house, 1 barn, 1 chicken house, 1 garage, 1 bath house joining the main building.

3. INSURANCE (Give particulars; state where policies are) \$1250.00 on the building. \$1000.00 carried by the Scottish Canadian Assurance Co., \$250.00 by North West Fire Insurance Co., Policy Nos. unknown, Policies in own possession.

4. TAXES (Amount and where payable) \$23.12 paid up in full for 1941, paid to the Mission Corporation of District of Mission, B.C. Tax Receipt No. Unknown

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) \$155.00 mortgage with Alfred W. McLeod Ltd., 50-52 on sixth st., New Westminster, B.C. None

Emma Mura Kato

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by owner.

Louise H. H. P.C. To E. May for 275 cash

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

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS
1 horse, 2 dogs, 1 cat, 8 chickens, at P.O. Box 227, Mission City, B.C.

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
1 scale, 1 axe, 1 spray machine, 1 oil sprayer, 1 plough, 2 saws, 1 wedge sledge hammer, 1 hoe, 60ft. hose, 2 barrows, 1 table, 2 stoves, 1 gramophone, 1 bookcase, 1 cupboard, 1 kitchen stove, which are stored at P.O. Box 227, Mission City, B.C. (Cousins Haywards)

STATEMENT OF PERSONAL PROPERTY OWNED:

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

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

4. STATE WHEREABOUTS OF LEASE: None

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

2. LANDLORD'S NAME AND ADDRESS: None

1. LOCATION AND DESCRIPTION: None

STATEMENT OF REAL PROPERTY OCCUPIED

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Title No. 891974, in Alfred W. McLeod Ltd., 50-52 Sixth St., New Westminster, B.C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Alfred W. McLeod Ltd., 50-52 Sixth St., New Westminster, B.C. \$155.00 mortgage.
9. IF FARM LAND STATE CROPS SOWN: consisting of berries and a few fruits

Alfred W. McLeod Ltd. 50-52 Sixth St. New Westminster B.C.

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)

(1) \$50.00 Victory Bond No. unknown, in own possession,
(15) Shares of \$10.00 each with the Pacific Cooperative Union, Matsie, B.C.
Nos. unknown, shares in own possession.

8. BANK ACCOUNTS: **None**9. LIFE INSURANCE: **None**10. INTEREST IN ANY ESTATES OR TRUSTS: **None**11. SAFETY DEPOSIT BOX: **None**

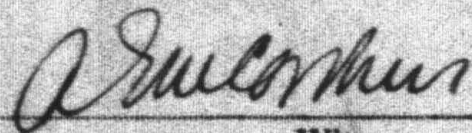
LIABILITIES:

1. PERSONAL DEBTS: **None**2. TRADE DEBTS: **None**

REMARKS:

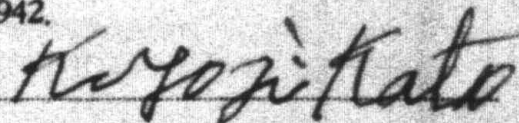
Expects to receive the horse & eat the chickens.

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 7th day of April, 1942.

Witness

(Signature)



FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Aug. 10/43.

Our File No. 2859

Full Name KATO, Kiyoji
(Surname in Block Letters)

Registration No. 13285

Male - Female
(check)

Age Apr. 22, 1888

Former Address P.O. Box 227, Mission City, B.C.

Date Evacuated Apr. 25/42 Naturalized - Canadian-Born - National
(check)

Present Address

Little Britain, Man.
St. Elizabeth, Manitoba

Single - Single
(check)

Name of Wife (ANDO) Ai #13284

Name of Husband -

Name of Mother (TSUCHIDA) Kiwa Name of Father Kakei (Keid)

Names of Children under 16 (Keid)

Shigenobu (M) 17/4/28

Tamio (M) 27/8/33

Requested by C. Girard

Registered with Custodian
(Yes or No)

Additional Information

Farmer (Berries)
Owner of 10 acres & house 1/2 ton truck

REAL PROPERTY SUMMARY

File 2859

V.L.A. B.C. 663-P

JAPANESE NAME: Kiyoji KATO. - - Reg. No. 13285

CATALOGUE NO: Part of The Director, The Veterans' Land Act first offer.

PROPERTY ADDRESS: Lougheed Highway, Mission, B. C.

LEGAL DESCRIPTION: Blocks 9, 10 and 15 of Block "A", Lot 165, Group 3, Map 2632, Municipality of Mission.

TITLE: In name of Kiyoji KATO.

ENCUMBRANCE: 1. Mortgage to Emma Mary Kerr for the sum of \$900.00 with interest at the rate of 9% per annum.
2. Right of Way Map 4882 as to Block 15.
3. Vesting in Custodian 25486, February 26th, 1943.

ASSESSED VALUE: 1943 - 10.085 acres.
Land \$506.00
Improvements \$1000.00, Total \$1506.00 Taxes \$28.76.

CLASSIFICATION: Small farm holding. (10 acres, mostly cultivated, in fair condition; eight room house cheaply built, fair shape; barn, rhubarb forcing house, small chicken house, garage, bath-house, in fair condition. In crop were 2 acres strawberries, 1 acre raspberries, $\frac{1}{4}$ acre loganberries, $\frac{1}{4}$ acre blackberries, 1 acre rhubarb, 20 fruit trees.

HISTORY OF ADMINISTRATION: Leased by owner on 18th April 1942 as from 1st April 1942 to 31st January 1943 to Ethel Mayers for \$425.00, who endorsed KATO'S note to the Pacific Co-Operative Union, KATO receiving a post-dated cheque for \$200.00, later collected by the Custodian.
On 19th December 1942 the farm was leased as from 1st January 1943 by the Custodian to J.R. Hartley for 3 years at \$10.00 per month. Of the rent accruing on this lease \$80.00 was collected by the Custodian and allowed as credit to The Director, The Veterans' Land Act.
The buildings were insured by the Custodian for \$650.00 in The North West Fire Insurance Co., for 3 years, to 21st July, 1946, and the premium of \$13.00 paid by the Custodian. This policy was transferred to The Director, The Veterans' Land Act and the Custodian credited with \$13.00. A policy in the Scottish Canadian Insurance Corporation, of \$250.00, was also transferred to The Director, The Veterans' Land Act and a credit of \$3.63 allowed the Custodian.
The balance of \$155.00 owing on principal of mortgage to E.M. Kerr and interest to 30th June 1944, \$34.23, a total of \$189.23 was paid in full and a discharge received and registered on 10th May 1944.

SOLD: To The Director, The Veterans' Land Act for \$871.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS:

Released to the credit of Kiyoji KATO - CREDITS - Sale Price of land \$871.00, refund of insurance \$16.63, rent \$80.00, total \$967.63. DEBITS Certificate of Encumbrance \$1.00, insurance \$13.00, mortgage and interest \$189.23, Taxes \$104.07, rent \$80.00, registration fee \$4.00, legal fee \$15.00, total \$406.30. Net amount released \$561.33.

TITLE:

Included in C. of T. 172827-E and payment of consideration included in cheque to Custodian dated 17th June, 1944.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED December 8th, 1945.

Jan M. Asphenson

IM:ML

PERSONAL PROPERTY SUMMARY

File No. 2859

15th December, 1945

Re: KATO, Kiyoji - Reg.No.13285

CHATTELS: The above Japanese declared a quantity of chattels when registering with the Custodian. He leased his farm to a Mrs. Meyers prior to his evacuation and included his chattels for the use of the lessee and at that time drew up a much larger list which the lessee signed. These are shown on the attached schedule. His sewing machine (not declared on list) and his gramophone were sold by him to the lessee through this office for \$25.00 and on February 25th, 1943 he agreed to the sale of his horse for \$25.00. These amounts were collected by the office and credited to KATO. With the exception of two poor kitchen ranges all saleable chattels remaining on the property were removed and sold at auction, the net proceeds from which were \$20.32.

The majority of the small tools were either missing or completely worn out or valueless. The tenant informed us that the small barn on the property had been destroyed by fire in the Fall of 1943 and it is quite likely that the majority were burnt at the time.

The farm supplies had been used by the lessee of the property direct from the Japanese and she was unable to make payment for them and was also indebted to the P.C.U. for which the above Japanese was liable under an endorsed note. The liability was however cancelled.

LIVESTOCK: The above Japanese declared a horse which was sold with his consent as above for \$25.00.

ACCOUNTS RECEIVABLE: The above Japanese declared no Accounts Receivable. He was however given a P.C.U. post-dated cheque for \$200.00 as part consideration of the lease on his property for 1942. This cheque was forwarded to this office for collection and when effected on April 20th, 1943 was credited to KATO's account.

SPECIFIED ARTICLES: The above Japanese declared no restricted articles. He had transferred a 1929 Ford Truck to the P.C.U. for sale. The truck was appraised for \$90.00 and sold for \$96.75 and after deducting a small account outstanding there the P.C.U. remitted \$89.87 to KATO's credit. KATO was fully informed on May 14th, 1943. An appraisal fee of \$4.00 was charged to KATO's account. See attached brown-edged summary.

On March 27th, 1944 the above Japanese wrote to this office requesting shipment of a Kodak #616 camera which he had left with J.B.Schimek. This office wrote to Schimek regarding the matter and a P.C.U. letter dated July 6th, 1944 advised us that it was mailed to KATO.

File No. 2859

Personal Property Summary -cont.

BONDS & INVESTMENTS: KATO declared \$50.00 in Victory Bonds. These were not brought under the control of the Custodian.

He also declared a share interest in the P.C.U. According to their records he is the holder of \$280.00 in Unredeemable Shares and \$150.00 in Redeemable Shares which are shown below.

\$10.00	1935	} Shares were received here and redeemed at par. The funds were credited as received.
\$30.00	1937	
\$30.00	1938	
\$30.00	1939	
\$20.00	1940	
\$30.00	1941	

The 1940 shares should be redeemed early in 1946 and the 1941 shares in 1947. Interest totalling \$4.56 has been received and credited to his account here.

KATO was also the owner of a United Farmers Co-operative Exchange \$10.00 share which was redeemed for \$10.00 on March 22, 1943 at his request.

LIFE INSURANCE: KATO declared no Life Insurance. A notice was sent by the P.C.U. through this office regarding a delinquent Mutual Aid Society policy. KATO REplied on March 27th, 1944 however to cancel it. No action was taken by the Custodian and it was therefore allowed to lapse.

This file reveals no further Personal Property interest.

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

Dated: Dec.15/45
WEA:EH

W E Harrison
.....

REG
NO.

13285

NAME

KATO, Kiyoji

FILE
NO.

2859

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
North West Fire Insurance Co.	<i>Transferred to S.B.</i> 210132	\$650.	July	21	1946	North side of Loughheed highway between Grand Ave. & Hard Rd. Mun. of Mission
Scottish Canadian Assurance Corp.	<i>Transferred to S.B.</i> 110512	\$250.00	Mar.	7	1946	West side of Maple St., Block 15, of Lot "A" D.L. 165 Gr. 3, Municipality of Mission, B. C.

FIRE INSURANCE SUMMARY

File No. 2859

KATO, Kiyoji

The above Japanese declared Fire Insurance coverage of \$1250.00 under two policies - \$1,000.00 with the Scottish Canadian Assurance Corp. and \$250.00 with the North West Fire Insurance Company. Upon investigation it was found that the \$1,000.00 policy was carried with the North West Fire Insurance Company and the \$250.00 with the Scottish Canadian Assurance Corp.

The North West Fire Ins. policy expired on July 21st, 1943 and the Scottish Canadian policy on March 6th, 1943. The policies were renewed although the North West Fire Insurance policy was reduced to \$650.00. The premium amounting to \$13.00 was charged to the account here.

These policies were transferred to the Veterans' Land Act as of January 1st, 1943 and they refunded \$16.63 of the premium under sale adjustments.

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

Dated: Dec. 14/45
WEA:EH

W. H. ...

LIABILITY SUMMARY

File No. 2859

15th December, 1945

Re: KATO, Kiyoi - Reg.No.13285

The above Japanese declared no liabilities.

Dr. Barrett filed a claim for \$15.00. This was confirmed as correct in a letter of January 15th, 1945 and paid from this office.

A claim was filed by I. Ujimoto however this was disputed, he having no knowledge of the man.

Under leasing arrangements made by the above Japanese in 1942 he was paid \$425.00 consideration by the tenant who had to finance with the Pacific Co-operative Union. The tenant gave the P.C.U. a promissory note for this sum which was endorsed by the above Japanese. The lessee was forced to leave the property in 1943, being unable to carry on operations and the balance still owing the P.C.U. was \$154.37. This amount was charged back to KATO's account but was subsequently written off as a bad debt. No further action was taken by the Custodian in this matter.

This file reveals no other liabilities for or against the above Japanese.

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

Dated: Dec.15/45
WEA:EH

W.E. Harrison

CHATTEL SCHEDULE

File No. 2859

15th December, 1945

Re: KATO, Kiyoji - Reg.No.13285

Registered - April 7th, 1942

Evacuated - April 21st, 1942

DECLARED	LEASED TO E. MEYERS	
scale	x	(Missing)
axe		(Missing)
sprayer	x	(Missing - stolen)
cultivator	2	(Auctioned - January 31/45)
plow	x	(Missing)
3 saws		(Missing)
wedge		(Missing)
sledge		(Missing)
hoe	5	(2 Auctioned - January 31/45)
60' hose	x	(Auctioned - January 31/45)
3 bureaus	1 dresser	(Missing)
table	3	(5 homemade and not worth handling) (1 Auctioned - January 31/45)
2 stoves	x	
gramophone	x	(Sold for \$5.00 - KATO ok'd Feb.25/43 - collected Mar.31/43)
bookrack	x	(Auctioned January 31/45)
cupboard	2	(1 auctioned January 31/45 and 1 abandoned as homemade)
kitchen range	x	
horse	x	(Sold for \$25.00 - KATO ok'd May 12/43 - rec'd Aug.25/43.)
	harness	(Missing)
	2 forks	(Missing)
	rake	(Missing)
Mrs. Meyers sewing machine } phonograph } box dishes }		x (Sold for \$20.00 - KATO ok'd Feb.25/43 - received Mar. 31/43)
	hay fork	(Missing)
	2 chains	(Missing)
	froe	(Missing)
	sack of potash	(Missing)
	8 rhubarb boxes	(Missing) Used by Mrs. Meyers Dec.29/42.
	3 shovels	(Worn out)
	sickle	(Missing)
	tank	(Missing)
	mattock	(Missing)
	3 beds	(Unable to sell)
	50# wire	(Missing)
	wheelbarrow	(Rotten, Worn out, Abandoned)
	25 raspberry boxes	(Missing - some used, some no good.)
	2 Sacks Go West	(Missing)
	8 chairs	(Auctioned January 31/45)
	box of dishes	(Held By Mrs. Meyers)
	Heater	
	Harrow	- auctioned Jan.31/45

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

Dated: Dec.15/45
WEA:EH

SPECIFIED ARTICLES SUMMARY

MEMORANDUM

To: File 2859

April 12, 1944.

From: Specified Articles Department

Re: KATO, Kiyoji - Reg. 13285

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
TRUCK	1929 Ford Light Del. No. T165 License No. (41) CX 685	Not given 90 ⁰⁰

The above truck was transferred to the Pacific Co-operative Union on March 4, 1942, and was later sold for \$96.75. The payments were as follows:

P. C. U.: \$6.88.

Balance to Japanese: \$89.87.

Sparker
The above Japanese was fully informed on May 14th, 1943.

An appraisal fee of \$4.00 was charged to the account.

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

Dated: Dec. 15/45
WEA:EH

W. H. ...

2857

REPORT

ON EVACUATED JAPANESE PROPERTY

MUNICIPALITY Mission,

DATE: May 4th. 1942

NAME: KATO. Kiyoji,

REGISTRATION NO. 13285

ADDRESS: Lougheed Highway, Mission, B.C.

HOUSE NO. ?

PROPERTY:

ACREAGE: 10.

KIND OF CROPS: Berries & Fruit (No further particulars)

APPROX. ACREAGE OF EACH: Not given.

HOUSE: VACANT

OCCUPIED Yes.

DESCRIPTION: 2 Story Wooden frame

ROOF Shingle.

SIZE: ?

NO. ROOMS

8.

CONDITION: Good.

OTHER BUILDINGS: Hothouse, Barn, Chicken house, Garage & Bathhouse

NAME OF LESSEE OR RENTOR: E. Mayers Lessor.

TERMS: \$425.00 for the crop.

REMARKS: 2 Dogs & 1 Cat destroyed by Police.

Inventory of Chattels attached. INCLUDED IN LEASE

H. B. Bardsell

BC 663-P

BC/663-P 1

S.S. Form No. 43
(Sheet 1)Farm Appraisal ReportFile No. JL 117Land Description Blks. 9, 10, & 15, of Blk. A, D.L. 165, Map 2632.Containing 9.27 (approx) AcresOwner's Name KATO, K.Post Office Address Mission, B.C.Nearest Rail Point MissionDistance 1/2 mileMarket Town MissionDistance 1/2 mileChurch (give denomination) All denominationsDistance 1/2 mileNearest School MissionDistance 1/2 mileState how property was identified: By road and maps.

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

On main highway.

835 - 2

EXHIBIT No. 14DATE 14 Apr. 1948FILED BY S.M. CherniackIs this district a good one? Fair to good.Employment opportunity Season.Predominating Nationality and religion: British, protestant, number of Jap holdings.Describe Fencing and its condition: Some barbed wire - poor. Value \$Water supply: Pump and well. Value \$BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 26) 20 x 24)	frame "	9' 8'	shgl	25 5	posts (cedar)	only fair	400.00
BARN	X							
Garage	10 x 12	"	7'	"	old	no value		-
BARN	10 x 14	"	7'	"				-
Rhubarb hse	18 x 40	"	9'	"	10	posts cedar		200.00
GRANARY	12 x 14	"	7'	"				-
	X							
	X							
	X							
	X							

Total present day value \$ 600.00Total Value Buildings add to farm \$ 400.00

Is dwelling habitable without repairs?

If not what is your approximate estimate of cost to make it

habitable? Habitable.

\$

Describe the basement and chimneys: Basement has been used as living quarters and is frame.
Brick chimney on bracket.No. rooms downstairs? 4 Upstairs? 1 How finished Boarded.
" " in basement- 4Are buildings painted? No. Condition of paintDistance from nearest bush No bush near.

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

Cultivated Land

BC 663-P 2

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
5.5	sloping and rolling	ady. loam & ady. clay loam 6" to 8"	sand, gravel & clay	small fruits, only fair	55.00	302.50
2.	level	black loam 12" - 18"	clay & sand	small fruits, good	75.00	150.00
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
1.77	sloping & hilly	ady. loam 6" - 8"	sand & gravel	clearing of bush	150.00	20.00
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 \$487.90

Total added by buildings to value of farm \$400.00

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

Total value of farm \$887.90

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

Property not well farmed - some crops good, some poor.

Rented to Ethel Mayers for balance of year for \$425.00 to be paid out of crop.

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

Small fruits on higher land. Bottom land best suited to vegetables.

Noxious weeds: Thistles, shepherd's purse.

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

Taxes \$28.76.

Mission Municipality.

Date: May 22nd, 1942.

Place: Abbotsford, B. C.

I certify that the above report is based on a personal examination
of the whole farm made on the 21st day of May, 1942

Inspector's Signature

"R.W. BROWN"

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

Farm Appraisal Report

Remarks: Property is located on the main highway about one-half mile west of Mission. Several streets divide the property but these streets have been cropped for years. There are approximately 2 acres in streets which are in crop but this land has not been valued in this report. There are approximately 2 acres of good black loam on this property which would be more suitable for growing vegetables than small fruits. The balance of cultivated area is a light soil and is quite rolling, and a bit steep in places. Quite a bit of the land is in sod and is used as pasture.

The house is not in good condition and, apparently, a second family lived in the basement as it is fixed up as living quarters. There is no electric light in the house but there is a power line about 100 yards to the east.

Some fencing on property but it is poor. Water from a well and hand pump.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

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

Present Value

Approximate acreages in small fruits:-

1 ac. rhubarb

1 " raspberries

2 " strawberries

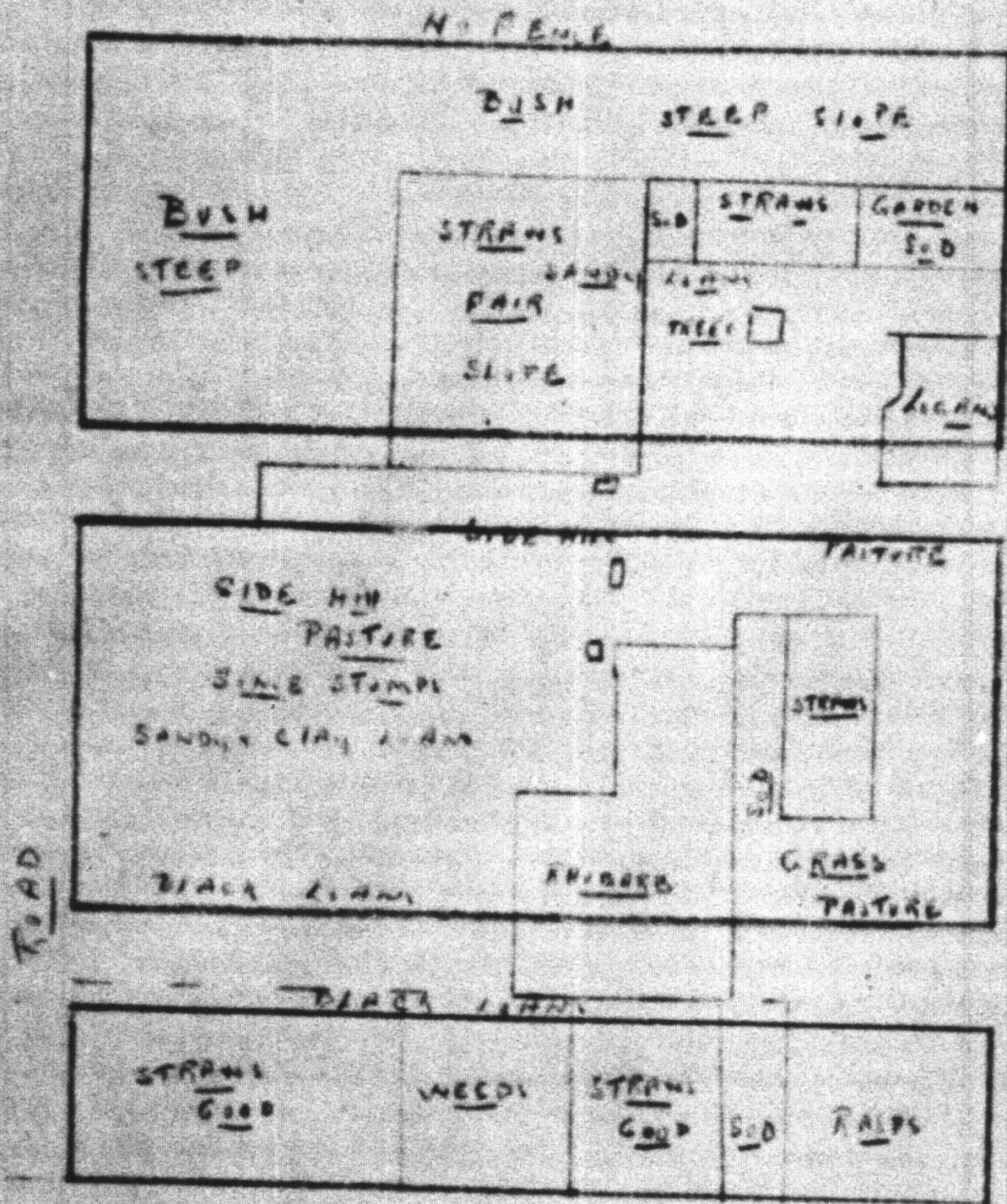
1 " loganberries

Total \$

Amount fruit trees add to value of farm \$

Diagram of Property

SCALE 1" = 100'



SOME FENCE
MOUNTAIN ROAD

BLUES 9.10.11 / 12.13.14 / 15.16.17 / 18.19.20 / 21.22.23 / 24.25.26 / 27.28.29 / 30.31.32 / 33.34.35 / 36.37.38 / 39.40.41 / 42.43.44 / 45.46.47 / 48.49.50 / 51.52.53 / 54.55.56 / 57.58.59 / 60.61.62 / 63.64.65 / 66.67.68 / 69.70.71 / 72.73.74 / 75.76.77 / 78.79.80 / 81.82.83 / 84.85.86 / 87.88.89 / 90.91.92 / 93.94.95 / 96.97.98 / 99.100.101 / 102.103.104 / 105.106.107 / 108.109.110 / 111.112.113 / 114.115.116 / 117.118.119 / 120.121.122 / 123.124.125 / 126.127.128 / 129.130.131 / 132.133.134 / 135.136.137 / 138.139.140 / 141.142.143 / 144.145.146 / 147.148.149 / 150.151.152 / 153.154.155 / 156.157.158 / 159.160.161 / 162.163.164 / 165.166.167 / 168.169.170 / 171.172.173 / 174.175.176 / 177.178.179 / 180.181.182 / 183.184.185 / 186.187.188 / 189.190.191 / 192.193.194 / 195.196.197 / 198.199.200 / 201.202.203 / 204.205.206 / 207.208.209 / 210.211.212 / 213.214.215 / 216.217.218 / 219.220.221 / 222.223.224 / 225.226.227 / 228.229.230 / 231.232.233 / 234.235.236 / 237.238.239 / 240.241.242 / 243.244.245 / 246.247.248 / 249.250.251 / 252.253.254 / 255.256.257 / 258.259.260 / 261.262.263 / 264.265.266 / 267.268.269 / 270.271.272 / 273.274.275 / 276.277.278 / 279.280.281 / 282.283.284 / 285.286.287 / 288.289.290 / 291.292.293 / 294.295.296 / 297.298.299 / 300.301.302 / 303.304.305 / 306.307.308 / 309.310.311 / 312.313.314 / 315.316.317 / 318.319.320 / 321.322.323 / 324.325.326 / 327.328.329 / 330.331.332 / 333.334.335 / 336.337.338 / 339.340.341 / 342.343.344 / 345.346.347 / 348.349.350 / 351.352.353 / 354.355.356 / 357.358.359 / 360.361.362 / 363.364.365 / 366.367.368 / 369.370.371 / 372.373.374 / 375.376.377 / 378.379.380 / 381.382.383 / 384.385.386 / 387.388.389 / 390.391.392 / 393.394.395 / 396.397.398 / 399.400.401 / 402.403.404 / 405.406.407 / 408.409.410 / 411.412.413 / 414.415.416 / 417.418.419 / 420.421.422 / 423.424.425 / 426.427.428 / 429.430.431 / 432.433.434 / 435.436.437 / 438.439.440 / 441.442.443 / 444.445.446 / 447.448.449 / 450.451.452 / 453.454.455 / 456.457.458 / 459.460.461 / 462.463.464 / 465.466.467 / 468.469.470 / 471.472.473 / 474.475.476 / 477.478.479 / 480.481.482 / 483.484.485 / 486.487.488 / 489.490.491 / 492.493.494 / 495.496.497 / 498.499.500 / 501.502.503 / 504.505.506 / 507.508.509 / 510.511.512 / 513.514.515 / 516.517.518 / 519.520.521 / 522.523.524 / 525.526.527 / 528.529.530 / 531.532.533 / 534.535.536 / 537.538.539 / 540.541.542 / 543.544.545 / 546.547.548 / 549.550.551 / 552.553.554 / 555.556.557 / 558.559.560 / 561.562.563 / 564.565.566 / 567.568.569 / 570.571.572 / 573.574.575 / 576.577.578 / 579.580.581 / 582.583.584 / 585.586.587 / 588.589.590 / 591.592.593 / 594.595.596 / 597.598.599 / 600.601.602 / 603.604.605 / 606.607.608 / 609.610.611 / 612.613.614 / 615.616.617 / 618.619.620 / 621.622.623 / 624.625.626 / 627.628.629 / 630.631.632 / 633.634.635 / 636.637.638 / 639.640.641 / 642.643.644 / 645.646.647 / 648.649.650 / 651.652.653 / 654.655.656 / 657.658.659 / 660.661.662 / 663.664.665 / 666.667.668 / 669.670.671 / 672.673.674 / 675.676.677 / 678.679.680 / 681.682.683 / 684.685.686 / 687.688.689 / 690.691.692 / 693.694.695 / 696.697.698 / 699.700.701 / 702.703.704 / 705.706.707 / 708.709.710 / 711.712.713 / 714.715.716 / 717.718.719 / 720.721.722 / 723.724.725 / 726.727.728 / 729.730.731 / 732.733.734 / 735.736.737 / 738.739.740 / 741.742.743 / 744.745.746 / 747.748.749 / 750.751.752 / 753.754.755 / 756.757.758 / 759.760.761 / 762.763.764 / 765.766.767 / 768.769.770 / 771.772.773 / 774.775.776 / 777.778.779 / 780.781.782 / 783.784.785 / 786.787.788 / 789.790.791 / 792.793.794 / 795.796.797 / 798.799.800 / 801.802.803 / 804.805.806 / 807.808.809 / 810.811.812 / 813.814.815 / 816.817.818 / 819.820.821 / 822.823.824 / 825.826.827 / 828.829.830 / 831.832.833 / 834.835.836 / 837.838.839 / 840.841.842 / 843.844.845 / 846.847.848 / 849.850.851 / 852.853.854 / 855.856.857 / 858.859.860 / 861.862.863 / 864.865.866 / 867.868.869 / 870.871.872 / 873.874.875 / 876.877.878 / 879.880.881 / 882.883.884 / 885.886.887 / 888.889.890 / 891.892.893 / 894.895.896 / 897.898.899 / 900.901.902 / 903.904.905 / 906.907.908 / 909.910.911 / 912.913.914 / 915.916.917 / 918.919.920 / 921.922.923 / 924.925.926 / 927.928.929 / 930.931.932 / 933.934.935 / 936.937.938 / 939.940.941 / 942.943.944 / 945.946.947 / 948.949.950 / 951.952.953 / 954.955.956 / 957.958.959 / 960.961.962 / 963.964.965 / 966.967.968 / 969.970.971 / 972.973.974 / 975.976.977 / 978.979.980 / 981.982.983 / 984.985.986 / 987.988.989 / 990.991.992 / 993.994.995 / 996.997.998 / 999.1000.1001 / 1002.1003.1004 / 1005.1006.1007 / 1008.1009.1010 / 1011.1012.1013 / 1014.1015.1016 / 1017.1018.1019 / 1020.1021.1022 / 1023.1024.1025 / 1026.1027.1028 / 1029.1030.1031 / 1032.1033.1034 / 1035.1036.1037 / 1038.1039.1040 / 1041.1042.1043 / 1044.1045.1046 / 1047.1048.1049 / 1050.1051.1052 / 1053.1054.1055 / 1056.1057.1058 / 1059.1060.1061 / 1062.1063.1064 / 1065.1066.1067 / 1068.1069.1070 / 1071.1072.1073 / 1074.1075.1076 / 1077.1078.1079 / 1080.1081.1082 / 1083.1084.1085 / 1086.1087.1088 / 1089.1090.1091 / 1092.1093.1094 / 1095.1096.1097 / 1098.1099.1100 / 1101.1102.1103 / 1104.1105.1106 / 1107.1108.1109 / 1110.1111.1112 / 1113.1114.1115 / 1116.1117.1118 / 1119.1120.1121 / 1122.1123.1124 / 1125.1126.1127 / 1128.1129.1130 / 1131.1132.1133 / 1134.1135.1136 / 1137.1138.1139 / 1140.1141.1142 / 1143.1144.1145 / 1146.1147.1148 / 1149.1150.1151 / 1152.1153.1154 / 1155.1156.1157 / 1158.1159.1160 / 1161.1162.1163 / 1164.1165.1166 / 1167.1168.1169 / 1170.1171.1172 / 1173.1174.1175 / 1176.1177.1178 / 1179.1180.1181 / 1182.1183.1184 / 1185.1186.1187 / 1188.1189.1190 / 1191.1192.1193 / 1194.1195.1196 / 1197.1198.1199 / 1200.1201.1202 / 1203.1204.1205 / 1206.1207.1208 / 1209.1210.1211 / 1212.1213.1214 / 1215.1216.1217 / 1218.1219.1220 / 1221.1222.1223 / 1224.1225.1226 / 1227.1228.1229 / 1230.1231.1232 / 1233.1234.1235 / 1236.1237.1238 / 1239.1240.1241 / 1242.1243.1244 / 1245.1246.1247 / 1248.1249.1250 / 1251.1252.1253 / 1254.1255.1256 / 1257.1258.1259 / 1260.1261.1262 / 1263.1264.1265 / 1266.1267.1268 / 1269.1270.1271 / 1272.1273.1274 / 1275.1276.1277 / 1278.1279.1280 / 1281.1282.1283 / 1284.1285.1286 / 1287.1288.1289 / 1290.1291.1292 / 1293.1294.1295 / 1296.1297.1298 / 1299.1300.1301 / 1302.1303.1304 / 1305.1306.1307 / 1308.1309.1310 / 1311.1312.1313 / 1314.1315.1316 / 1317.1318.1319 / 1320.1321.1322 / 1323.1324.1325 / 1326.1327.1328 / 1329.1330.1331 / 1332.1333.1334 / 1335.1336.1337 / 1338.1339.1340 / 1341.1342.1343 / 1344.1345.1346 / 1347.1348.1349 / 1350.1351.1352 / 1353.1354.1355 / 1356.1357.1358 / 1359.1360.1361 / 1362.1363.1364 / 1365.1366.1367 / 1368.1369.1370 / 1371.1372.1373 / 1374.1375.1376 / 1377.1378.1379 / 1380.1381.1382 / 1383.1384.1385 / 1386.1387.1388 / 1389.1390.1391 / 1392.1393.1394 / 1395.1396.1397 / 1398.1399.1400 / 1401.1402.1403 / 1404.1405.1406 / 1407.1408.1409 / 1410.1411.1412 / 1413.1414.1415 / 1416.1417.1418 / 1419.1420.1421 / 1422.1423.1424 / 1425.1426.1427 / 1428.1429.1430 / 1431.1432.1433 / 1434.1435.1436 / 1437.1438.1439 / 1440.1441.1442 / 1443.1444.1445 / 1446.1447.1448 / 1449.1450.1451 / 1452.1453.1454 / 1455.1456.1457 / 1458.1459.1460 / 1461.1462.1463 / 1464.1465.1466 / 1467.1468.1469 / 1470.1471.1472 / 1473.1474.1475 / 1476.1477.1478 / 1479.1480.1481 / 1482.1483.1484 / 1485.1486.1487 / 1488.1489.1490 / 1491.1492.1493 / 1494.1495.1496 / 1497.1498.1499 / 1500.1501.1502 / 1503.1504.1505 / 1506.1507.1508 / 1509.1510.1511 / 1512.1513.1514 / 1515.1516.1517 / 1518.1519.1520 / 1521.1522.1523 / 1524.1525.1526 / 1527.1528.1529 / 1530.1531.1532 / 1533.1534.1535 / 1536.1537.1538 / 1539.1540.1541 / 1542.1543.1544 / 1545.1546.1547 / 1548.1549.1550 / 1551.1552.1553 / 1554.1555.1556 / 1557.1558.1559 / 1560.1561.1562 / 1563.1564.1565 / 1566.1567.1568 / 1569.1570.1571 / 1572.1573.1574 / 1575.1576.1577 / 1578.1579.1580 / 1581.1582.1583 / 1584.1585.1586 / 1587.1588.1589 / 1590.1591.1592 / 1593.1594.1595 / 1596.1597.1598 / 1599.1600.1601 / 1602.1603.1604 / 1605.1606.1607 / 1608.1609.1610 / 1611.1612.1613 / 1614.1615.1616 / 1617.1618.1619 / 1620.1621.1622 / 1623.1624.1625 / 1626.1627.1628 / 1629.1630.1631 / 1632.1633.1634 / 1635.1636.1637 / 1638.1639.1640 / 1641.1642.1643 / 1644.1645.1646 / 1647.1648.1649 / 1650.1651.1652 / 1653.1654.1655 / 1656.1657.1658 / 1659.1660.1661 / 1662.1663.1664 / 1665.1666.1667 / 1668.1669.1670 / 1671.1672.1673 / 1674.1675.1676 / 1677.1678.1679 / 1680.1681.1682 / 1683.1684.1685 / 1686.1687.1688 / 1689.1690.1691 / 1692.1693.1694 / 1695.1696.1697 / 1698.1699.1700 / 1701.1702.1703 / 1704.1705.1706 / 1707.1708.1709 / 1710.1711.1712 / 1713.1714.1715 / 1716.1717.1718 / 1719.1720.1721 / 1722.1723.1724 / 1725.1726.1727 / 1728.1729.1730 / 1731.1732.1733 / 1734.1735.1736 / 1737.1738.1739 / 1740.1741.1742 / 1743.1744.1745 / 1746.1747.1748 / 1749.1750.1751 / 1752.1753.1754 / 1755.1756.1757 / 1758.1759.1760 / 1761.1762.1763 / 1764.1765.1766 / 1767.1768.1769 / 1770.1771.1772 / 1773.1774.1775 / 1776.1777.1778 / 1779.1780.1781 / 1782.1783.1784 / 1785.1786.1787 / 1788.1789.1790 / 1791.1792.1793 / 1794.1795.1796 / 1797.1798.1799 / 1800.1801.1802 / 1803.1804.1805 / 1806.1807.1808 / 1809.1810.1811 / 1812.1813.1814 / 1815.1816.1817 / 1818.1819.1820 / 1821.1822.1823 / 1824.1825.1826 / 1827.1828.1829 / 1830.1831.1832 / 1833.1834.1835 / 1836.1837.1838 / 1839.1840.1841 / 1842.1843.1844 / 1845.1846.1847 / 1848.1849.1850 / 1851.1852.1853 / 1854.1855.1856 / 1857.1858.1859 / 1860.1861.1862 / 1863.1864.1865 / 1866.1867.1868 / 1869.1870.1871 / 1872.1873.1874 / 1875.1876.1877 / 1878.1879.1880 / 1881.1882.1883 / 1884.1885.1886 / 1887.1888.1889 / 1890.1891.1892 / 1893.1894.1895 / 1896.1897.1898 / 1899.1900.1901 / 1902.1903.1904 / 1905.1906.1907 / 1908.1909.1910 / 1911.1912.1913 / 1914.1915.1916 / 1917.1918.1919 / 1920.1921.1922 / 1923.1924.1925 / 1926.1927.1928 / 1929.1930.1931 / 1932.1933.1934 / 1935.1936.1937 / 1938.1939.1940 / 1941.1942.1943 / 1944.1945.1946 / 1947.1948.1949 / 1950.1951.1952 / 1953.1954.1955 / 1956.1957.1958 / 1959.1960.1961 / 1962.1963.1964 / 1965.1966.1967 / 1968.1969.1970 / 1971.1972.1973 / 1974.1975.1976 / 1977.1978.1979 / 1980.1981.1982 / 1983.1984.1985 / 1986.1987.1988 / 1989.1990.1991 / 1992.1993.1994 / 1995.1996.1997 / 1998.1999.2000 / 2001.2002.2003 / 2004.2005.2006 / 2007.2008.2009 / 2010.2011.2012 / 2013.2014.2015 / 2016.2017.2018 / 2019.2020.2021 / 2022.2023.2024 / 2025.2026.2027 / 2028.2029.2030 / 2031.2032.2033 / 2034.2035.2036 / 2037.2038.2039 / 2040.2041.2042 / 2043.2044.2045 / 2046.2047.2048 / 2049.2050.2051 / 2052.2053.2054 / 2055.2056.2057 / 2058.2059.2060 / 2061.2062.2063 / 2064.2065.2066 / 2067.2068.2069 / 2070.2071.2072 / 2073.2074.2075 / 2076.2077.2078 / 2079.2080.2081 / 2082.2083.2084 / 2085.2086.2087 / 2088.2089.2090 / 2091.2092.2093 / 2094.2095.2096 / 2097.2098.2099 / 2100.2101.2102 / 2103.2104.2105 / 2106.2107.2108 / 2109.2110.2111 / 2112.2113.2114 / 2115.2116.2117 / 2118.2119.2120 / 2121.2122.2123 / 2124.2125.2126 / 2127.2128.2129 / 2130.2131.2132 / 2133.2134.2135 / 2136.2137.2138 / 2139.2140.2141 / 2142.2143.2144 / 2145.2146.2147 / 2148.2149.2150 / 2151.2152.2153 / 2154.2155.2156 / 2157.2158.2159 / 2160.2161.2162 / 2163.2164.2165 / 2166.2167.2168 / 2169.2170.2171 / 2172.2173.2174 / 2175.2176.2177 / 2178.2179.2180 / 2181.2182.2183 / 2184.2185.2186 / 2187.2188.2189 / 2190.2191.2192 / 2193.2194.2195 / 2196.2197.2198 / 2199.2200.2201 / 2202.2203.2204 / 2205.2206.2207 / 2208.2209.2210 / 2211.2212.2213 / 2214.2215.2216 / 2217.2218.2219 / 2220.2221.2222 / 2223.2224.2225 / 2226.2227.2228 / 2229.2230.2231 / 2232.2233.2234 / 2235.2236.2237 / 2238.2239.2240 / 2241.2242.2243 / 2244.2245.2246 / 2247.2248.2249 / 2250.2251.2252 / 2253.2254.2255 / 2256.2257.2258 / 2259.2260.2261 / 2262.2263.2264 / 2265.2266.2267 / 2268.2269.2270 / 2271.2272.2273 / 2274.2275.2276 / 2277.2278.2279 / 2280.2281.2282 / 2283.2284.2285 / 2286.2287.2288 / 2289.2290.2291 / 2292.2293.2294 / 2295.2296.2297 / 2298.2299.2300 / 2301.2302.2303 / 2304.2305.2306 / 2307.2308.2309 / 2310.2311.2312 / 2313.2314.2315 / 2316.2317.2318 / 2319.2320.2321 / 2322.2323.2324 / 2325.2326.2327 / 2328.2329.2330 / 2331.2332.2333 / 2334.2335.2336 / 2337.2338.2339 / 2340.2341.2342 / 2343.2344.2345 / 2346.2347.2348 / 2349.2350.2351 / 2352.2353.2354 / 2355.2356.2357 / 2358.2359.2360 / 2361.2362.2363 / 2364.2365.2366 / 2367.2368.2369 / 2370.2371.2372 / 2373.2374.2375 / 2376.2377.2378 / 2379.2380.2381 / 2382.2383.2384 / 2385.2386.2387 / 2388.2389.2390 / 2391.2392.2393 / 2394.2395.2396 / 2397.2398.2399 / 2400.2401.2402 / 2403.2404.2405 / 2406.2407.2408 / 2409.2410.2411 / 2412.2413.2414 / 2415.2416.2417 / 2418.2419.2420 / 2421.2422.2423 / 2424.2425.2426 / 2427.2428.2429 / 2430.2431.2432 / 2433.2434.2435 / 2436.2437.2438 / 2439.2440.2441 / 2442.

RECEIVED
APR 30 1942

Dominion of Canada

Province of British Columbia.

In the Matter of

KIYOJI KATO, of Mission City
in the Province of British
Columbia, a Japanese.

To Wit:

3.

EMMA MARY KERR, 1900 Sixth Avenue,

New Westminster,

do solemnly declare that

of the City of
in the Province of British Columbia,

1. That KIYOJI KATO, of Mission City, in the Province of British Columbia, is justly and truly indebted to me in the sum of ONE HUNDRED FIFTY-FIVE DOLLARS (\$155.00), with interest thereon at the rate of 9% per annum from March 1st, 1942.
2. That I had security for the said indebtedness by way of a mortgage dated the First day of December, 1929, made by the said KIYOJI KATO to me, for the sum of NINE HUNDRED DOLLARS (\$900.00), covering Blocks Nine (9), Ten (10) and Fifteen (15), of Block "A", of Lot One Hundred Sixty-five (165), Group Three (3), Map 2632, in the District of New Westminster, in the Municipality of Mission, which mortgage is registered at the Land Registry Office at City of New Westminster, Province of British Columbia as No. 65043C

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 New Westminster,
in the Province of British Columbia,

this 28th day of

April, A.D. 1942.

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

Province of British Columbia.

Emma Mary Kerr

Ben Supper

Discharge of Mortgage

Know all Men by these Presents

That **EMMA MARY KERR**

of **1900 6th Avenue, New Westminster, B. C.,** in the Province of **British Columbia,**

DO HEREBY CERTIFY

That **KIYOJI KATO #13285**

Sub. of in the Province of **British Columbia,**

has satisfied all money due or to grow due under a certain Indenture of Mortgage made by

KIYOJI KATO #13285

as Mortgagor, to **Emma Mary Kerr,** as Mortgagee
for the sum of **-----Nine Hundred Dollars (\$900.00)-----** Dollars,

which said Mortgage bears date the ~~XXXXXX~~

Sub. and was registered in the Land Registry Office in the City of **New Westminster** in the Province
of **British Columbia** on the **1st** day of **December, A.D.,**
19 **28**, under number **850430,**

The following is the description of the lands and premises released and discharged hereunder:—
All and singular that certain parcel or tract of land and premises situate, lying and being
in the Municipality of Mission, in the District of New West-
minster, Province of British Columbia, and more particularly
known and described as Blocks 9, 10 and 15 of Block "A" Lot 165,
Group 5 Map 2652

(WE) (I) DO FURTHER CERTIFY that the said Mortgage has not been assigned; that I am
entitled to receive the money; and that said Mortgage is therefore discharged.

SIGNED, SEALED AND DELIVERED at **New Westminster** *Sho.*
this **8th** day of **May** A.D. 194 **✓**

SIGNED, SEALED AND DELIVERED

in the presence of

Signature *W.E. Anderson*

Address **413-11 St New West**

Occupation *Executive*

Emma Mary Kerr

(If given by a Company) The Common Seal
of

was herewith affixed in the presence of:

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 194____, 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 _____ who subscribed his name to the annexed instrument as _____ 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 forty-

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.

Dated _____, 194____.

EMMA MARY KERR

— TO —

KIYOJI KATO #13285

Discharge of Mortgage

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C.

CRUX & MCMASTER
SOLICITORS
RANDALL BLDG
VANCOUVER B.C.

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the _____ day of _____, 194____, 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 _____ the maker thereof, and whose name _____ subscribed thereto as part _____, that _____ the contents thereof, and that _____ 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 _____, in the Province of British Columbia, this _____ day of _____, in the year of our Lord one thousand nine hundred and forty-

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

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

FOR WITNESS

Province of British Columbia
To Wit:
William Eric Anderson
New Westminster
of the City _____, 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 Emma Mary Kerr
of New Westminster
the party thereto, for the purposes named therein.
2. The said instrument was executed at New Westminster
3. I know the said party Y, and that she is
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 _____, 194____.

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

This Indenture

Made in duplicate this **First** day of **December** in the year of our Lord one thousand nine hundred and ~~thirty~~ **twenty-nine**

In Pursuance of the Act Respecting Short Forms of Mortgages:

Between

KIYOJI KATO, of Mission City, in the Province of British Columbia, Farmer.

(hereinafter called the Mortgagor)

of the **FIRST PART**

Insert full Name, Street Address and Occupation of each Party.

AND

EMMA MARY KERR, wife of William M. Kerr, Vulcanizer, of 1900 Sixth Avenue, in the City of New Westminster, Province aforesaid,

(hereinafter called the Mortgagee)

of the **SECOND PART**

WHEREAS the Mortgagor being seized of and entitled to the legal and equitable estate in fee simple in possession in his own right in and to the following lands and so represented to the Mortgagee and the Mortgagee relying thereon have agreed to lend to the Mortgagor the amount hereinafter mentioned upon the security of the said estate and the covenants hereinafter contained;

WITNESSETH that in consideration of the sum of **NINE HUNDRED DOLLARS (\$900.00)**-----

_____ Dollars of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged), the said Mortgagor **DOETH GRANT** and Mortgage unto the said Mortgagee, his heirs and assigns **FOR EVER:**

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the **Municipality of Mission**, in the Province of British Columbia, more particularly known and described as **Blocks Nine (9), Ten (10) and Fifteen (15) of Block "A" of Lot One Hundred Sixty-five (165) Group Three (3), Map 2632**, in the District of New Westminster:

TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements, and appurtenances to the said hereditaments belonging, or with the same or any part thereof held or enjoyed or appurtenant thereto; and all the estate, right, title, interest, property, claim and demand of him, the said Mortgagor in, to or upon the said premises.

PROVIDED this mortgage to be void on payment at the Office of Alfred W. McLeod, Ltd., NINE HUNDRED DOLLARS (\$900.00) ----- Dollars of lawful money of Canada, with interest at Nine (9%) -per cent. per annum, both before and after maturity, as follows: The said principal sum of \$ 900.00-----is to be paid as follows:

The sum of THREE HUNDRED DOLLARS (\$300.00) on December 1st, 1930.
The sum of TWO HUNDRED DOLLARS (\$200.00) on December 1st, 1931.
The sum of FOUR HUNDRED DOLLARS (\$400.00) on December 1st, 1932.

interest for the same at the rate aforesaid, payable by ~~equal~~ ^{quarter-yearly} installments of \$-quarter-yearly on the First day of March, June, September & December in each and every year until the principal is paid, without any deduction whatsoever, the first payment of interest to be due and payable on the First day of March 19

AND TAXES and performance of Statute Labor.

AND the said Mortgagor **COVENANTS** with the said Mortgagee that he will pay any Tax which may hereafter be levied on the Mortgage in respect of the Mortgage money and interest.

THE said Mortgagor **COVENANTS** with the said Mortgagee **THAT** the Mortgagor will pay the Mortgage money and interest and observe the above proviso.

THAT the said Mortgagor has a good title in fee simple to the said lands.

AND THAT he has the right to convey the said lands to the said Mortgagee.

AND THAT on default the Mortgagee shall have quiet possession of the said lands, free from all encumbrances.

AND THAT the said Mortgagor will execute such further assurances of the said lands as may be requisite.

AND THAT the said Mortgagor has done no act to encumber the said lands.

AND THAT the said Mortgagor will insure the buildings on the said lands to the amount of not less than their full insurable value.

AND the said Mortgagor doth **RELEASE** to the said Mortgagee **ALL** his **CLAIMS** upon the said lands, subject to the said Proviso.

PROVIDED, that the said Mortgagee on default of payment for _____ month
may on

notice enter and lease or sell the said lands, **PROVIDED** that the said Mortgagee may distrain for arrears of interest; **PROVIDED** that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable.

PROVIDED ALSO, that no purchaser at any sale purporting to be made in pursuance of the aforesaid power, shall be bound or concerned to see or enquire whether any such default has been made or continues, or whether any such notice has been given as aforesaid, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity, or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly, and the remedy (if any) of the Mortgagor, in respect of any impropriety or irregularity whatsoever in any such sale, shall be in damages only.

PROVIDED that until default of payment the Mortgagor shall have quiet possession of the said lands.

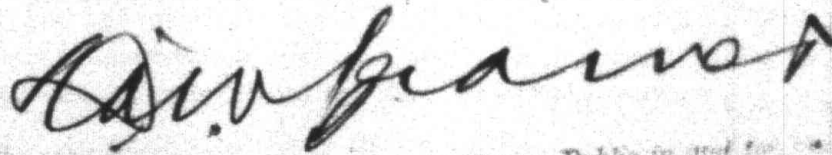
THE ATTACHED MORTGAGE IS A COPY OF THE ONE BETWEEN KIYOJI KATO

AND EMMA MARY KERR DATED DECEMBER 1, 1929. I HEREBY CERTIFY THAT

THE ACTUAL PARTICULARS AS TYPED IN ARE CORRECT. I ALSO CERTIFY

THAT THE PRESENT CLAUSES, ALTHOUGH NOT WORDED EXACTLY AS IN THE

ORIGINAL, GIVE THE SAME REMEDIES.



A Notary Public in and for
Province of British Columbia

JANUARY 30, 1943.

City or Town Mission City

Occupation of Witness Notary Public

"Kiyoji Kato"

(Seal)

AFFIDAVIT OF WITNESS

Province of British Columbia

To Wit:

I,

of the

, 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
2. The said instrument was executed at
3. I know the said part, and that
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

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

65043

PROPERTY

Blocks 9, 10 & 15 of Block "A"
of Lot 165, Group 3, Map 2632,
Municipality of Mission, N.W.D.

\$900.00

(SHORT FORM)

Mortgage

HLWT:RS

EMMA MARY KERR

TO

KIYOJI KATO

Dated First December 1929

FOR MAKER (Including Married Woman)

I HEREBY CERTIFY that, on the Sixteenth---day of December

1929, at

Mission City

New-Westminster

, in the Province of British Columbia,

KIYOJI KATO

, who is personally known to me, appeared

before me and acknowledged to me that he is

the person mentioned in the annexed instrument as

the maker thereof, and whose name is subscribed thereto as party

, that he knows the

contents thereof, and that he executed the same voluntarily, and is

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,

Mission City

at New-Westminster,

in the Province of

British Columbia, this 16th

day of December

in the year of our Lord one thousand nine hundred and twenty-nine

"W. McIntyre"

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

Note: Where the person making the acknowledgment is personally known to the officer taking the same, it is not the words in brackets.

Lease No. 168

File No. *Inter*
7859

This Indenture,

JL-117

Made in triplicate this **Nineteenth** day of **- - - December - - -** A.D. 19**45**.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

THE SECRETARY OF STATE FOR CANADA,
acting in his capacity as Custodian under and by
virtue of Order-in-Council P.C. 1665, and Amend-
ments thereto.

Hereinafter referred to as the
LESSOR OF THE FIRST PART.

And:

Copy
**JOHN ROBERT HARTLEY, of Box 190,
Mission, in the Province of
British Columbia.**

Hereinafter referred to as the
LESSEE OF THE SECOND PART.

Witnesseth, that in consideration of the rents reserved under the covenants and agreements hereinafter contained the Lessor doth demise and lease unto the Lessee, All and Singular that certain parcel or tract of land and premises, situate, lying and being in the **Mission Municipality, New Westminster District**, in the Province of British Columbia, more particularly described as

**Blocks Nine, Ten and Fifteen (9, 10 & 15) of
Block "A" of District Lot One Hundred and
Sixty-five (165) Group Three (3), Map 2632.**

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, saving and excepting

**thereout sufficient space to be reserved for the sole and
exclusive use of the Lessor in storing certain chattels
and effects now on the premises.**

and reserved to the Lessor, and reserving also to the Lessor and to tenants of the Lessor occupying adjoining lands from time to time, their respective families and servants, and all other persons with the Lessor's or their permission, going to or from the said adjoining lands, free and uninterrupted right at all times hereafter and for all purposes to go, return, pass and repass with or without horses, cattle, and vehicles from and to any highway by crossing through and over the demised premises; and Doth Further Let on Hire the following chattels, namely:—

from the **- - - - First - -** day of **January** A.D. 19**45**, (or from the date hereof) for the term of **- Three (3) - - - -** years thence ensuing and fully to be determined on the **- Thirty-first - -** day of **December, 1945.**

Yielding during the said term therefor the clear (annual) rent of **\$120.00 - - - -**
- - - - One Hundred and Twenty - - - - Dollars,
of lawful money of Canada, payable to the Lessor at the Office of the Custodian, Vancouver, British Columbia, on the following days and times, that is to say:— **\$10.00 monthly,**
the first payment to be made on the **- First - -** day of **January**, A.D. 19**45**,
and a further sum of **\$10.00** on the first day of each month until
the said term has been completed.

2. That the said Lessee covenants with the said Lessor to pay rent, and to pay taxes, and to pay rates and charges for water, electric light, gas and telephone. AND TO repair, and to keep up ditches and drains clean, open and free from obstruction and in good working order; and to keep up fences; and not to cut down timber; and to insure against fire in the joint names of the said Lessor and the said Lessee, show receipts and to rebuild in case of fire; AND that the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice, and that the said right of entry and to view the state of repair shall extend to every person to whom may be delegated any power or duty conferred or imposed on the Custodian and to every person authorized by the Director of Soldier Settlement of Canada to act as an Inspector. AND will not assign without leave; and will not sublet without leave; and that he will leave premises in good repair excepting only reasonable wear and tear and damage by tempest; AND that he will not carry on any business on the premises that shall be deemed a nuisance.

The foregoing words of this clause found in Column One (1) of the Short Form of Leases Act shall be construed according to the extended form in Schedule Two (2) of that Act.

3. The Lessee Further Covenants and Agrees with the Lessor:—

(a) To manage, cultivate and manure the portions of the premises now or hereafter brought under cultivation in a good and husbandmanlike manner and in accordance with the most approved method of husbandry used in the district, and to use the said cultivated lands for the purpose of producing the type of crops heretofore produced thereon, and to keep all arable lands clean and free from weeds, and to protect, preserve, prune and manage all orchard, fruit, shade and ornamental trees on the premises.

(b) To spread on the land in a husbandmanlike manner all manure produced on the said premises and not to remove from the lands any manure on the expiration of the term.

(c) During the continuance of the term at his own expense to keep the said chattels in good and substantial repair and condition and to keep the owner indemnified against all loss of, from and against the said chattels from whatever cause it may arise, save only reasonable wear and tear.

(d) Upon the expiration of the term either by effluxion of time or by the Lessor under the right reserved to that effect to deliver to the Lessor peaceably and at the Lessee's risk and expense the said chattels at the said premises.

(e) To keep the hired chattels insured in the name of the Lessor throughout the term against loss or damage by fire to the full insurable value thereof with some reputable insurance company.

(f) To observe fully and at all times the right of way reserved to the Lessor and to tenants of the Lessor occupying the adjoining lands for the time being, their respective families and servants, and all other persons with the Lessor's or their permission going to or from the said adjoining lands.

(g) To put all plumbing works, sanitary arrangements and drains in condition to comply with the requirements of the Municipal Health Officer and of the Board of Health of the Municipality and to comply forthwith with all notices and requests of the Municipal Health Officer or of the Board of Health of the Municipality.

4. Provided Always and it is expressly agreed that if the rent hereby reserved, or any part thereof, shall be unpaid for fifteen (15) days after any of the dates after which the same ought to have been paid although no formal demand shall have been made thereof, or in case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the said Lessee, his heirs, executors, administrators and assigns, or 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, or in the event of the Lessee failing to keep possession of any of the said chattels, then in any of such events the then current year's rent shall immediately become due and payable, and it shall also be lawful for the said Lessor, his successors in office or assigns, at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy as of his or their former estate, anything herein contained to the contrary notwithstanding.

5. Provided Further that if at any time during the term the hostilities in which His Majesty is presently engaged shall have ceased the Lessor may terminate this lease by giving the Lessee one (1) month's notice in writing to vacate the premises, and such notice having been given this lease shall terminate at the end of the said month notwithstanding that it may not be at the end of the current year of the tenancy, and such notice shall have been deemed to have been received by the Lessee on the date on which it shall have been deposited in the Post Office at Vancouver, British Columbia, and mailed and addressed to the Lessee at

British Columbia; such notice may also be served upon the Lessee personally or by posting it on any part of the said premises if vacant, or by serving it upon any grown up person on the said premises if occupied and if the Lease shall terminate as herein provided on any day other than the

(H) Apart from the hired chattels, to warehouse and store upon the demised premises those chattels and effects of the Lessor now upon the demised premises, hereinafter called the stored chattels, by placing the said stored chattels in a place reasonably safe and to use reasonable care for the protection thereof.

(I) From time to time to deliver up to the Lessor the stored chattels or such portions thereof as the Lessor may demand and to re-deliver to the Lessor the hired chattels in the event of the Lessor so demanding by reason of judgment obtained against the Lessee, or breach of any term of this Lease, or by reason of the Lessor considering his right to the hired chattels to be endangered by their continuing in the possession of the Lessee, of which the Lessor shall be the sole judge.

(J) At the request of the Lessor from time to time to deliver to the Lessor an order on any third person to whom the Lessee may have marketed or delivered any of the crop from the demised premises and in such form as the Lessor may request directing such third person to pay to the Lessor from the proceeds of any crop or of any monies payable to the Lessee a sum equivalent to the rental for the current year.

E. Shears
Signature of the Lessor.

John Robert Hartley
Signature of the Lessee.

last day of the year of the tenancy the rent for the year in which the lease terminates as aforesaid shall be apportioned by charging the Lessee a reasonable rent having regard to the stipulated rent, and the opportunity of the tenant to have obtained or to obtain the crops in that year, reserving to the Lessee the right to re-enter upon the demised premises to cultivate and harvest crops maturing in the year of the tenancy in which the termination occurs unless the incoming occupant shall pay to the Lessee a fair value for the crops maturing at the time of the termination, which value shall be determined by a person appointed by the Lessor or by an authorized Deputy of the Lessor in his capacity of Custodian from those persons to whom may be delegated any power or duty conferred or imposed on the Custodian.

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

The covenants of the Lessee and the reservations herein contained shall enure to the Lessor, his successors in office and assigns, and shall be binding upon the Lessee, his heirs, executors, administrators and assigns.

In Witness Whereof the Lessor as Custodian has executed these presents by his duly authorized deputy, and in witness whereof the hand and seal of the Lessee, all on the day and year first above written.

Signed by the said Lessor by his
authorized deputy, in the
presence of:—

Sarahy Harriett

F. G. Shears

(F. G. SHEARS)
Authorized Deputy of the Secretary
of State and/or Custodian.

Signed by the said Lessee
in the presence of:—

G. Buck

John Robert Hartley

Approved by the Director of Soldier
Settlement of Canada as to land.
By his authorized representative.

J. B. Baird
District Superintendent.

NATURE OF ENCUMBRANCE .. Mortgage .. or ..
 (registered) (unregistered)

Name of Owner of Property KATO, Kiyoji .. Reg. No. 13285 ..

Address .. Mission, B.C. ..

Occupation .. Farmer .. Age .. 58 ..

Registered Owner of Property .. Kiyoji KATO .. C.T.No. .. 64608A ..

Property:

Property Address .. Mun. .. Mission, B.C. ..

Legal Description Blocks 9, 10 & 15, of Block "A" of Lot 165, Group 3, ..

Map 2632, N.W.D. .. L.R.O. 65043C ..

Nature of interest ..

Particulars of Encumbrance:

Date .. 1st December, 1929. ..

Parties to document:

Name .. Kiyoji KATO .. Mortgagor

Address .. Mission, B.C. ..

Name .. Emma Mary Kerr .. Mortgagee

Address 1900 6th Ave., New Westminster, B.C. ..

Principal Amount .. \$900.00 ..

Terms of Payment .. \$300.00 1st Dec. 1930 \$200 1st Dec. 1931 \$400.00 1st

Dec. 1932 .. Rate of Interest .. 9% ..

Arrears, if any: Principal \$155.00 .. Interest \$13.96 to 1st March/43

Balance owing as at this date .. Principal \$155.00 Interest \$13.96 Total \$168.96

March 1st/43

Standing of Taxes: Arrears \$62.06 .. Current (1942) \$28.76 ..

Insurance:

(1) Agent Alfred W. McLeod, Ltd. Company Scottish Canadian West Coast
 Policy No. 112532 .. Amt \$250.00 .. Prem \$5.00 .. Exp. Date March 1st 1943

(2) Agent .. Company ..

Policy No. .. Amt .. Prem .. Exp. Date ..

Nature, particulars and whereabouts of unregistered documents, if any: ..

Dated at New Westminster this 30th day of January A.D. 1943.

CERTIFIED CORRECT:

Emma Kerr
 (Signature)

2827

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
APR 25 1942

1900-6th Ave. . . .

April 23/42.

~~that is all~~

The Custodian of Alien Property
/ Man. B.C.

Dear Sir:

Am sorry I haven't
written to you before, but left
it to the Agent & he has not
done any thing about it.

This man Kiyaji Kato

● took out a mortgage in 1929
& has paid off all except
\$150⁰⁰, which was reduced
to that amount in Aug. 1936.

Since then he has paid the
int. promptly, but nothing on
the principal.

● Will you please advise me
what to do.

(over)

Sincerely yours
- E. W. Kerr

• The description of the property
is 10 Acres 6 roomed dwg. Small
barn, etc.. Blks 9, 10 + 15 of Blk A"
of Lot 165. Group 3, Map 2632.
Mission W.W. Co.

Can you tell me if this
property can be bought? and
if so how I could go about it.
E.M.H.

File No 2859

St. Elizabeth
Machetoba
Sept 2/42
Richardson

Custodian Department

506 Royal Bank Bldg
Vancouver B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
SEP 10 1942

Dear sir,

I have received your letter of Aug 19, 1942
to which I was very surprised.

Letter that had asked us to return a
post dated cheque of \$2.00 which had
been a balance cheque to us of our crops.

I do not understand the situation very
well as you have not given us a clear detail.

I had not receive any letter from
Mrs. Ethel Meyers or Mr. J.B. Shimok of the
Pacific Co-operative Union about the matter
as I believe I should had some notice.

Therefore, I am going to write to Mrs. Meyers
and Mr. Shimok about the situation and get the
clear information.

I have the post dated cheque here. but I
would like to hear from Mr. Shimok.

When I received the answer and learn the
matter and if we are to do so, I will
gladly return the cheque.

Yours truly,

K. Kato

P. 8

COPY for
Custodian.

Mission, B.C.
October 4, 1942.

Soldier Settlement,
Vancouver.

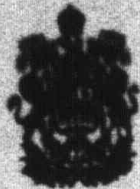
Dear Sir:

I am writing to let you know I do not wish to lease the K. Kato property as the help I had have left and got good paying jobs, so I can't handle this land. Will you please lease it to some one else and take over the goods to work it such as the horse, etc. I will look after this horse for a few days but can't any longer as the car had to be returned I can't walk in there every day to look after it. The person I had watering it, etc., is going away, so something must be done right away. I don't live on the place. I was going to move in but the condition of the buildings are not fit to live in.

Yours truly,

"ETHEL MAYERS"

COPY FOR THE CUSTODIAN



SOLDIER SETTLEMENT OF CANADA

YOUR FILE NUMBER

PLEASE QUOTE FILE **JL 117**

518 Rogers Bldg.,
Vancouver, B. C.,
October 8, 1942.

Miss Ethel Mayers,
MISSION, B.C.

Dear Madam:

Re: K. Kato Pty.

We are in receipt of your further letter of the 4th in which you now advise that you did not wish to renew your lease of the above property owing to the difficulty you are experiencing in obtaining the necessary farm help. You indicate that you wish to give up your present lease immediately, although this does not terminate, we understand, until February next, and ask that arrangements be made to take care of the horse and chattels you took over from the Japanese concerned.

The matter is being reported to the Custodian of Enemy Property for necessary action, and until you are relieved of responsibility you will be expected to take proper care of the horse and other effects.

Yours truly,

I.T. BARNET,
District Superintendent.
Per:

JK:HJ

2859
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
OCT 16 1942

Richardson

Mission, B. C.,

Oct. 15, 1942.

Memo from Mr. Ure to Mr. Richardson.

Ure
Re: X. Kato.

Mr. J. R. Hartley of Mission has requested and been given permission to go on the above man's farm on a temporary basis. This farm was leased to Mrs. Meyers of Matsqui, who has left and at the moment we are unable to find out where she is.

TELEPHONE 26203

OFFICE OF THE
JAPANESE CUSTODIAN
RECEIVED
NOV 24 1942
R.C. BROWN
COMMISSIONER'S REPRESENTATIVE
FOR MANITOBA

Richardson
sent to Jeffery
BRITISH COLUMBIA SECURITY COMMISSION

550 SOMERSET BUILDING

WINNIPEG, MANITOBA
November 31st, 1942.

Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
VANCOUVER, B.C.

Dear Sirs:

2859
(Re: Kiyoji KATO, Japanese Registration
No. 13285, Family Serial No. 142, Year
Reference No. 2859.)

I am informed that this man is in urgent need of the money due him from the Pacific Co-operative Union on the sale of his fruit crop, as his earnings in the sugar beet work in Manitoba have not been great. He is therefore anxious about your reason for requesting the return of the cheque forwarded to him some time ago, and requested me to write you in this connection. While he was not in the office personally, I have sent word to him to be sure and send the cheque back, as, since payment has been stopped, it is of no value to him.

Yours truly,

X N.B.
Sandy copy of letter
To Japs on C.C.D. papers.
X
R.C. Brown

Commissioner's Representative
for Manitoba

RCB'Mc.

2859

27th November, 1942.

British Columbia Security Commission,
550 Somerset Building,
Winnipeg, Man.

Attention Mr. R. C. Brown.

Dear Sirs:

re: Kiyoi KATO.

We have for acknowledgment your enquiry of the
21st instant relative to subject Japanese.

For your information we enclose herewith a copy
of our circular letter, which gives the reason why the
Custodian deemed it necessary to stop payment of post-
dated cheques such as those issued to Kato.

and The Custodian is holding a considerable number
of these cheques, as at this time the Pacific Co-Operative
Union is not in a position to honour them, but as soon as
the Custodian has been successful in effecting collection,
proceeds of cheques will be credited to the accounts of
the relative Japanese.

We thank you for your interest in this matter
and wish to assure you of our keen desire to co-operate
with you at all times.

Yours truly,

R. D. Richardson,
Farm Department.

cheque # 573.200

RDR:GF

Encl:

#2859

W. G. McPherson

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
APR 18 1942

MEMORANDUM

THIS AGREEMENT made this 17th day of April

A.D. 1942

Between:-

K. Kato, an owner of a fruit farm in the Municipality of Mission, on which there is a growing crop of fruit approximately consisting of:-

2 acres	Strawberries	10 fruit trees
1 acres	Raspberries	
1 acres	Loganberries	
1 acres	Blackberries	
1 acres	Rhubarb	

(hereinafter called the Grower) Of the First Part

and-

W. G. McPherson Esq., Regional Representative of the Custodian of Enemy Property in charge of Japanese Evacuation Section (hereinafter called the Custodian)

Of the Second Part

and-

PACIFIC CO-OPERATIVE UNION
an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City in the said Province.
(hereinafter called the Association)

Of the Third Part

WHEREAS the Grower has been removed from his farm under the authority of the British Columbia Security Commission and has left his growing crop of fruit unattended; and the property of the Grower is now under the control of the Custodian;

AND WHEREAS the Association is desirous of conserving the aforesaid growing crops of fruit and is prepared to enter into an arrangement with the Custodian for the operation of the farm of the Grower in line with its general policy of maintaining the continuity of fruit shipments to Great Britain as well as domestic sale;

THEREFORE it is agreed as follows:

The Custodian shall give to the Association written permission to enter upon the lands of the Grower, the said lands being described as:-

and to carry on the cultivation, fertilizing, harvesting and marketing of all of the aforesaid growing fruit crop.

The Custodian will not hinder or otherwise place any obstacles in the way of the free access of the Association to the aforesaid lands and premises for the said purposes.

The Association agrees to operate the said fruit farm on a 50/50 basis with the Grower - i.e. the Association and the Grower each pay one half of the expenses and each take one half of the gross proceeds.

The Association will deduct all moneys paid out by it for cultivation, fertilizing, harvesting and marketing and will render to the Custodian on behalf of the Grower, during the marketing season, an accounting of all moneys due to the Grower from the sale of fruit at least once in every two weeks and make prompt settlements therefore.

This agreement shall come into effect immediately on the signing thereof and a written acknowledgment from the Custodian that he approves. Time is of the essence of the agreement.

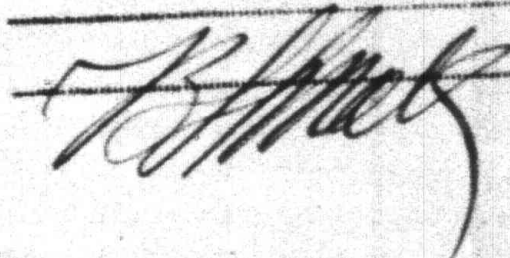
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and the Association has caused its corporate seal to be hereunto affixed attested by the hands of the proper officers on its behalf the day and year first above written.

Signed, Sealed and Delivered)
in the presence of

PACIFIC CO-OPERATIVE UNION

PRESIDENT

SECRETARY



FARM LEASE

THIS INDENTURE made in duplicate the 18th day of April A. D., 1942
IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN: KIYOJI KATO of Mission City
in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

ETHEL MAYERS of the same place
Farmer
(hereinafter called the Lessee)

EXHIBIT No. 835-9

DATE 14 April 1948

FILED BY J. H. G. Hurd

Of the Second Part

WITNESSETH THAT: for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hath demised and leased AND BY THESE PRESENTS DOTH DEMISE AND LEASE unto the Lessee all those certain parcels or tracts of land and premises situate lying and being in the Municipality of Mission in the District of New Westminster and Province of British Columbia, more particularly described as:

Blocks Nine (9) Ten (10) and Fifteen (15) of District Lot 165
Group Three (3) part of the North West quarter of Section
Seventeen (17) Township Seventeen (17) containing 10.085 acres
more or less

TOGETHER with all erections and buildings, dwellings, barns, stables and outhouses thereupon erected, standing and being:

AND TOGETHER ALSO with all ways, paths, passages, water courses, privileges and advantages whatsoever to the said premises belonging or in anywise appertaining:

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of Ten months to be computed from the first day of April A. D. 1942 and from thenceforth next ensuing and fully to be completed and ended:

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of Four hundred and twenty-five dollars of lawful money of Canada (the receipt whereof is hereby acknowledged.)

THE LESSEE covenants with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences; and not to cut down timber for any purpose whatsoever; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair:

AND it is understood and agreed that in the event of a crop failure by Vis Major or an act of war the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A. D. 1943 without any further payment.

THE LESSEE FURTHER covenants with the Lessor that he will, during the said term, properly cultivate, fertilize, harvest and market all of the growing crops upon the said land, which growing crops consist of:-

Two (2) acres of strawberries
One (1) acre of raspberries
One quarter ($\frac{1}{4}$) acre of loganberries
One quarter ($\frac{1}{4}$) acre of blackberries
One (1) acre of rhubarb
Twenty (20) fruit trees

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good husbandlike manner and will, in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they may require it.

THE LESSEE covenants with the Lessor that he will market all of the aforesaid crops with the Pacific Co-operative Union and will in all respects carry out the obligations of the Lessor to Pacific Co-operative Union under the Lessor's contract with that co-operative association and will execute and Agreement of his own with Pacific Co-operative Union;

AND it is further understood and agreed that statements of the proceeds of the aforesaid growing crops shall be furnished to the Custodian of Enemy Property or his representative by Pacific Co-operative Union in the same manner as statements have previously been furnished to the Lessor.

THE LESSEE FURTHER covenants with the Lessor that he will properly care for and account to the Lessor for any livestock, farm implements or miscellaneous tools which are left by the lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent at the termination of this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated,. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 1942 he shall be able to again rent the said lands for the year 1943 but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants the Lessor covenants with the Lessee for quiet enjoyment.

PROVIDED ALSO in case of any breach of any of the covenants and conditions herein contained, it shall be lawful for the Lessor or his Agent to re-enter upon the said lands and premises and the same to have again, repossess and enjoy;

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of

creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then and in every such case the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

AND it is further agreed that the words Lessor and Lessee wherever used in this Indenture shall, wherever the context allows, include each of their respective heirs, executors, administrators and assigns, and the masculine shall include the feminine and the singular the plural.

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

Signed, Sealed and Delivered by	)	
KIYOJI KATO AND ETHEL MAYERS	)	"K. Kato"
in the presence of	)	" Ethel Mayers"
"M. M. Fletcher"	)	

AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia, Make Oath and Say:

1. That I was personally present and did see KIYOJI KATO and ETHEL MAYERS the parties thereto, duly sign and execute the within instrument, for the purposes therein named.
2. That the said instrument was executed at Mission City aforesaid.
3. That I know the said parties and they they are each, in my belief of the full age of twenty-one years.
4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City in
the Province of British Columbia
this eighteenth day of April A. D. 1942

"J. M. Campbell"

A Commissioner for taking affidavits within
British Columbia.

"J. M. Fletcher"

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

May 31, 1948.

L. Mc Cleghen

MEMORANDUM.

File #2859.

Lessor: Kiyoji KATO.

Lessee: Ethel MAYERS.

Date: 18th April, 1942.

Term: 10 months from 1st April, 1942, with option to renew lease for 1943 under arrangement with P.C.U.

Consideration: \$425.00, paid.

Property:

Land: Blocks 9, 10 & 15 of District Lot 165 Group 3 part of N.W. $\frac{1}{4}$ of Section 17 Township 17 containing 10.085 acres more or less, Municipality of Mission, N.W.D.

House: Included, also buildings.

Chattels: Live stock and farm implements.

Replaced by Lease # 168 to
John Robert Hardy.
3 years from Jan 1st/43 \$120.00
\$10.00 monthly from Jan 1/43
Lease handed to S.S.C.
July 21st/43

EXTRACT FROM LETTER FROM THE
PACIFIC CO-OPERATIVE UNION.

Files 5421 & 2859

Mission City, B.C.
April 15th, 1943.

Mr. F. G. Shears,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

In pursuance of our correspondence yesterday in connection with the cheques that we have released we are now giving you particulars in regards to the reason why these cheques were held.

.....

Cheque No. 521 in favour of T. Yanoshita to the amount of \$300.00. Mr. P. Adank owes us \$225.00 and has left the farm, we, therefore, hold T. Yanoshita responsible for his endorsement on the note. The same thing applies on Cheque No. 573 in favour of K. Kato to the amount of 200.00. Mrs. E. Meyers owes us \$168.00 and has left the farm. The same thing also applies to cheque No. 584 in favour of T. Shigehiro. Fred Johnson, last years tenant owes us \$448.00 and has left the farm. We are endeavouring to get an order from F. Johnson to instruct his employer to pay us \$25.00 per month on this amount owing.

.....

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per "J. B. Shimek"

J. B. Shimek Gen. Mgr.

JBS/EK

July 20, 1942.

The Pacific Co-operative Union,
Hawaii City, D. C.

Dear Sirs:

Re: Kiyoji Kato & Mrs. Ethel Meyers

Some time ago you indicated to us that Mrs. Meyers was still indebted to you to the extent of \$166.00 and had left the farm rented to her, under agreement dated April 18, 1942, by Mr. Kiyoji Kato, and that you were holding or intended to hold Mr. Kiyoji Kato responsible for the amount of the debt to you of Mrs. Meyers because of Mr. Kato's endorsement of a note signed by Mrs. Meyers.

If there is any action you desire the Custodian to take in connection with this matter at this time, kindly provide us with the following:

1. A copy of the note signed by Mrs. Meyers.
2. A complete statement of your account with Mrs. Meyers.
3. A summary of steps taken by you towards enforcing collection from Mrs. Meyers.
4. Mrs. Meyers' present address and occupation, and if employed, the name and address of her employers.

Yours truly,

H. P. Alexander,
Manager.

HPA:MA
cc Mr. H. S. Ure

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65: Plant 55
Metsqui, 5411

2859

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.

July 31st, 1943.

EVACUATION	
Rec'd	AUG 2 1943
File No.	
<i>[Signature]</i>	

Mr. R. P. Alexander, Manager,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

Re: File No. 2859

K. Kato & Ethel Meyers

EVACUATION	
Rec'd	AUG 10 1943
File No.	
Ref	EGS
Ref	<i>[Signature]</i>

Enclosed please find a copy of account of Mrs. Meyers with ourselves. You will notice that Mrs. Meyers only drew \$141.00 from us defraying all picking and running expenses of this farm from this amount. She certainly must have put in some money of her own since she could have taken care of the running and picking expenses of this farm with the amount of \$141.00. When this woman took this farm over we told her that she was paying far too much since we knew that the farm would not produce, from past experience. It is quite proper and right that Mr. Kato should be made responsible for this debit balance since he received too much in the first place. Mrs. Meyers is a widow and is dependent on one boy that is old enough to work outside and her circumstances are such that we don't believe it is possible to make any collection from her. We will, however, try between now and the end of this year but if we have no success in collecting the balance owing or part thereof we will have to charge the amount of \$154.37 to Mr. Kato's account and remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

[Signature]
J. B. Shimek Gen. Mgr. *[Signature]*

JBS/TK

File 2879

MEMORANDUM - MR. F.O. SHEARS

Attached is the file, together with letter dated July 31st from the Pacific Co-operative Union. This is another one of the cases of a claim against the Japanese endorser of a note signed by a white tenant in favour of the Pacific Co-operative Union, regarding which your advice is solicited.

The note is for \$425.00. The amount Mrs. Meyers agreed to pay-KATO in the first instance for the crop is not germane to the issue. You will notice that she was credited by the Pacific Co-operative Union with a total of \$548.54 for fruit delivered by her to the Pacific Co-operative Union.

RPA:FM

File No. 2859

March 23rd, 1944.

Registered Mail

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

Attention Ian Macpherson

Dear Sir:

RE: Blocks 9, 10 and 15 of Block "A"
Lot 165, Gr. 3, Map 2632, Municipality of Mission, N.W.D.

I the holder of a Mortgage dated 1st December, 1929, covering the above described parcel of land given by Kiyoji KATO, certify that on the 29th of February, 1944, there will be owing to me in respect to the said Mortgage, the sums below stated:

Unpaid balance of Principal	\$168.96
Interest on ^{168.96} \$179.09 @ 9%	
from March 1st, 1943,	
to 29th February, 1944.	\$ 15.20 ✓
Total amount owing on Mortgage	<u>\$184.16</u>

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.

E. M. Kerr

offer \$1871

2859

May 4, 1944.

Mrs. Emma Mary Kerr,
1900 -6th Avenue,
New Westminster, B. C.

Dear Madam:

Re: Kiyoji KATO - Blks. 9, 10 & 15 of
Blk. "A" Lot 165, Op. 3, Map 2632,
Municipality of Mission.

According to advice received from you the balance owing on the mortgage which you hold on the above property amounted to \$184.16, as of February 29, 1944.

This property has been sold to the Director, Veterans' Land Act, and discharge of mortgage is now required in order to complete the sale.

We are enclosing herewith form of discharge for your signature and we would be obliged if you would sign the document and deliver same forthwith to our representative, Mr. W. E. Anderson, whose signature appears in the margin of this letter.

The Custodian hereby undertakes to forward you a cheque for the above mentioned sum together with interest as soon as the sale is completed. We expect that this transaction will be closed in the course of the next two weeks but if for any reason the sale is not completed, the discharge of mortgage will not be recorded and will be returned to you.

Your co-operation herein will be very much appreciated.

Mr. Anderson's signature:

Yours truly,

R. D. Richardson,
Farm Department.

Enc. (dup.)
RDR/EG

2839
13285

SOLDIER SETTLEMENT and VETERANS' LAND ACT.

File No. BC/663P

Vancouver, B.C.

(J.L.117)

A. G. Duncan Crux, Esq.,
Randall Building,
535 West Georgia St.,
Vancouver, B. C.

Dear Sir:-

Re: Blks. 9-10 and 15 of Blk. A.,
DL. 165, Grp. 3, Map 2632,
MUNICIPALITY OF MISSION.

Sub to right of way map 4882 Blk 15.

I beg to acknowledge receipt of Duplicate
Certificate of Title No. 172827-E of the New Westminster
Land Registry Office for the above parcel of land in the
name of The Director, The Veterans' Land Act.

Herewith is Veterans' Land Act cheque
for \$ 766.93, in favour of The Secretary of State,
dated June 17th, 1944, being the amount of the purchase
price in full of the above land arrived at as follows:-

Purchase Price	- \$ 871.00
Less arrears of taxes to January 1st, 1943,	- \$ 104.07
Amount paid to Secretary of State:	- \$ 766.93

*Ref. from
H-2*

Will you kindly acknowledge receipt of the
purchase price by signing the receipt on the duplicate hereof
and return it to me.

Yours truly,

T. Todrick
T. Todrick,
DISTRICT SOLICITOR

RECEIVED Cheque covering the purchase price in
full of the land above described.

JUN 21 1944

Date

Solicitor for The Secretary
of State.

Canada

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

AUG 19 1944

File No. 2859
13285
Reg. No.

506 Royal Bank Building,
Vancouver, B. C.

Mr. Kiyoji KATO,
c/o H. Wehrle,
R. R. No. 1,
Box 136,
Little Britain, Man.

Dear Sir:

Re: Municipality of Mission, Blocks 9, 10 and 15 of Block
"A" Lot 165 Sp. 3 Map 2632, District of New Westminster,
C. of T. #64608E.

You have previously been advised that a sale of lands in rural districts was entered into between this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer have taken a considerable time. Negotiations were started in the early part of 1943 and were based upon valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year. This means that the 1943 revenues from the property were for the benefit of the purchasers, but that taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property	- - - - -	\$ 871.00	
Add:			
Unexpired insurance premium as at January 1st, 1943	- - - - -	16.63	
		887.63	
Less:			
Tax arrears to December 31st, 1942	- - - - -	104.07	
Registration fee	- - - - -	4.00	
Encumbrance—Principal	- - - - -	168.96	
—Interest	- - - - -	20.27	297.30
Net proceeds of sale	- - - - -		590.33

This amount has been placed to your credit and a statement of your account is endorsed hereon showing the present balance on our books. A small amount for legal fees in connection with the conveyance to the Veterans' land will be charged later.

Yours truly,

F. G. SHEARS,
Director.

1943	Debit	Credit	Balance
Jan. 1 Cr. re Sale of Property		590.33	
Land Registry Office -			
Certificate of Encumbrance	1.00		
March 15 Pacific Co-op Union- Share Redeemed		10.00	
22 United Farmers Share Redeemed		10.00	
30 Pacific Co-op Union Share Redeemed		30.00	
31 Sale of Sewing Machine & Phonograph		25.00	
April 10 Pacific Co-operative Union Balance on Truck		89.87	
17 Valuation Charges	7.00		
Pacific Co-op Union Cheque		200.00	
May 25 Cheque to Kiyoji KATO		100.00	
June 28 " " "		100.00	
Aug. 4 Fire Insurance Premium	13.00		
25 Payment on Horse		25.00	
1944			
March 8 Pacific Co-op Union Interest on Shares	3.00		
July 6 Cheque to Kiyoji KATO	50.00		
17 Pacific Co-op Union Shares Redeemed		60.00	
		<u>268.00</u>	
		268.00	775.48 Cr.

2859

May 14, 1943.

Mr. Kiyoji Kato,
Registration No. 13285,
c/o M. Duprey,
St. Elizabeth, Manitoba.

835 - 6
EXHIBIT No. _____
DATE 14 Apr. 1948
J.W.G. HUNTER
FILED BY *Mr. Chermak*

Dear Sir:

Re: Your Truck and
The Pacific Co-operative Union

Please note that according to information supplied to this office by the Pacific Co-operative Union, they have effected sale on your behalf of the 1929 Ford light delivery truck you left with them. Before sale was effected, the matter was referred to this office, which on your behalf stipulated that the truck must first be priced by a competent appraiser. The truck was priced by the McDermott Motors Limited for \$96.75 and sale was effected for you by the Pacific Co-operative Union at that figure. After deducting the sum of \$6.88 said by the Pacific Co-operative Union to be due by you to them, they forwarded to us a cheque for the balance of \$89.87, which we have placed to the credit of your account with us.

The Pacific Co-operative Union have no doubt been in touch with you in this connection, but for purposes of record we are sending you the information given above.

This opportunity is also taken to inform you that we have now been successful, following receipt from you of Pacific Co-operative Union cheque No. 573 for \$200.00, to obtain payment for you of this cheque. Proceeds of the \$200.00 in question have also been placed to the credit of your account with us.

Yours truly,

R. P. Alexander,
Manager.

RPA/BT

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

May 31, 1948.

L. M. Clugham

Attached to R.C.M.P. Exhibit Report

Licence No. CX 685

Revenue Receipt No. 78194 F

TRANSFER OF LICENCE FOR MOTOR-VEHICLE

This is to certify that notice having been filed with me pursuant to the provisions of the "Motor-vehicle Act" of the transfer of the motor-vehicle registered under Motor-vehicle Licence No. CX 685 from Kiyoge Kato of Mission, B. C. as vender to Pacific Co-op Union of Mission, B. C. as purchaser, and the prescribed transfer fee of seventy-five cents having been paid to me, the said licence is hereby transferred to the said purchaser of the motor-vehicle.

COMMISSIONER OF PROVINCIAL POLICE

"J. Renner"

March 4, 1942,
Mission, B. C.

Official Position: B.C.P.

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

May 31, 1948.

L. M. Chapman

EXHIBIT No. 835 - 5
DATE 14 Apl. 1948
FILED BY S. M. Cherniack

Re: Kioju Kato, Reg. No. 13205

ROYAL CANADIAN MOUNTED POLICE EXHIBIT REPORT

Detachment
Seizure No. T 165

Division File No. E269-G13-3

Division (E)
Date March 19, 1942.

Re: Kiyoji Kato, P. O. Box 227, Mission, B. C.

On March 19, 1942, I Goodfellow, K. E.

Came into possession of the following goods by:

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

LICENSE NO
MAKE & MODEL 41 CX 685
SERIAL NO. Ford Truck A 28
ENGINE NO. Not Known
SPEEDMETER READING 34003
CONDITION Poor

TIRE NUMBERS 5

EXTRA EQUIPMENT Nil

DESCRIPTION & CONDITION
VERIFIED

Front Bumper Broken

Fenders Bent

"K. Kato" 13285
Signature of Owner
Japanese Registration No.

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

"E. H. Cruise"

Date: March 19/42

"K. E. Goodfellow"
Signature of Member submitting Report.

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

May 31, 1948.

[Signature]

RE: 1929 Ford Pickup Truck
Custodian No. T165

Extract from Appraisal List submitted to Custodian by McDermott Motors Limited on March 12, 1943. Original signed list on file in Custodian Office.

<u>Number</u>	<u>Make</u>	<u>Description</u>	<u>Year</u>	<u>Price</u>
T165	Ford	Pickup	1929	\$90.00

2859

19th February, 1943.

Mr. Kiyoji KATO,
Registration No. 13285,
St. Elizabeth, Manitoba.

Dear Sir:

re: Pacific Co-operative Union
1937 Redeemable Shares.

The Pacific Co-operative Union have advised the Custodian that you own 1937 redeemable shares in the co-operative, and that they are prepared to redeem these shares now.

In order that the Custodian can deal with this matter on your behalf, it is necessary that you send in your 1937 redeemable shares to this office. Any monies received from the redemption of the shares will be placed to your credit here.

Kindly give this matter your preferred attention and send in your share certificates immediately.

Share Certificate No. 460,

Yours truly,

No. of shares - 3
MAR - 5 1943

CHAR

HDR:GF

OFFICE OF THE CUSTODIAN.

2859

11th March, 1943.

Pacific Co-Operative Union,
Mission City, B.C.

Dear Sirs:

re: Kiyoji KATO.

We thank you for yours of the 10th instant,
and are accordingly enclosing herewith the following
share certificates:-

No.300, 1 share, Pacific Co-Operative Union,
November 30th, 1935.

No.137, 1 share, United Farmers of Canada Co-Operative
Fruit & Produce Exchange, January 22nd, 1934.

We would appreciate receiving your cheque
in settlement at your early convenience.

Yours truly,

Registered

R. D. Richardson,
Farm Department.

MDR:GF

Encl:

cc: W.S. Ure.

2859

July 4, 1944.

Pacific Co-operative Union,
Mission City, B. C.

Dear Sirs:

Re: Kivoli KATO.

We enclose herewith two share certificates dated November, 1938 and 1939, numbered from 1407 to 1409 and from 1980 to 1982 inclusive, at par value of \$10.00 a share.

We would appreciate having your attention to the redemption of these shares.

Yours truly,

W. E. Anderson,
Farm Department.

Enc. 2.
WEA/EG

July 9th 1944

Department of the Secretary
of State of Canada
Office of Custodian
Vancouver B.C.

EVACUATION SECTION	
Rec'd	JUL 13 1944
File No.	2859
Ans.	W.S.A.
Referred	Richardson

Dear Sir:

A few weeks ago I sent you a letter asking for our money in your custody, also with this letter I sent two checks worth \$60.00 each. Since we have received neither money or answer did you receive that letter, If you did we would like you to send us the money as soon as possible.

Yours Truly,
K. Kato

Kiyaji

The address is as sent before
K. Kato

% H. M. ehle

RR #1 Bx 136

Little Britain Man

2859

July 15, 1944.

Mr. Kiyoji KATO,
Registration No. 13285,
c/o H. Wehrle,
R. R. No. 1,
Box 136,
Little Britain, Man.

Dear Sir:

Replying to your letter of July 9th, we wish to advise you that on July 4th we wrote enclosing a cheque for \$50.00, forwarded through the B. C. Security Commission, and you have no doubt received our letter by now. Upon further request we will send you monthly remittances as you desire from funds held to your credit at this office.

The Pacific Co-operative Union has now redeemed the shares which you forwarded, valued at \$60.00 which has been credited to your account here.

Yours truly,

W. E. Anderson,
Farm Department.

/EG

EXHIBITION SET
 Recd AUG 24 1945
 File No.
 Ans.
 Referred

700 H. N. H. Charles
 Box 136 R.R. #1
 Little Britain
 Mass.

Aug. 16, 1945

Mr. R. D. Richardson

Town Department

Office of the Custodian

Dear Sir:-

I am writing to you to-day about the money I have left in your hands.

I would like to have all sent to me as soon as possible.

I am sending you one share of Pacific Co-operative Union. Will you cash it and have the money sent with the rest. other.

I thank you

AUG 24 1945

Received Certificate

Yours truly
 R. N. H. Charles

1940 Cert. No. 1213 \$2716-2717 28th K. Kato
 1941 " 1546 \$4505-4507 30th 2859

PCU non redeemable
 Cert No. 125 \$1734-1761 28th 13285

Pacific Trust Co-operative Union
 Cert No. 22 \$49 1st

C.H.R.

2877

September 4, 1945.

Mr. Kiyoji KATO,
Registration No. 13285,
c/o Mr. H. Wehrle,
R. R. No. 1, Box 136,
Little Britain, Man.

Dear Sir:

We have received your Pacific Co-operative Union share certificates, but would advise that these are not redeemable at this time. The two 1940 shares should be redeemed early next year, but the three 1941 shares are not redeemable until 1947. These shares will be redeemed when due and the funds will be remitted to you.

The Pacific Co-operative Union unredeemable shares, of which you have 28, are, of course, not redeemable, and we are therefore unable to remit you any proceeds from them.

You mailed us one share of the Pacific Fraser Co-operative Union. This office has no record of this union, and we would appreciate receiving full details as to who the directors were, where the books are, and any other information you may be able to supply, so that we can pursue this further on your behalf.

Yours truly,

WEA/FM

W. E. Anderson,
Administration Department.

2899

14th February, 1946.

Mr. Kiyoji KATO,
Registration No. 13285,
c/o H. Weirle,
R.R. No. 1, Box 136,
Little Britain, Manitoba.

Dear Sir:

We enclose herewith Custodian cheque in the amount of \$20.00, being proceeds from redemption of your two 1940 Pacific Co-operative Union shares, which you deposited with this office in August, 1945.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA
Encl.

2859

13th February, 1947.

Mr. Kiyoji KATO,
Registration No. 13285,
c/o Mr. H. Wehrle,
Box 136, R.R. No. 1,
Winnipeg, Manitoba.

Dear Sir:

We enclose herewith Custodian cheque in the amount of \$31.28, which sum represents proceeds from the redemption of your three Pacific Co-operative Union shares issued in the year 1941, together with accrued interest to date on your shareholding.

Please forward your Certificate No. 1546 covering these shares to this office as soon as possible.

Yours truly,

W.E. Anderson,
Office of the Custodian.

/HA
Encl. (cheque)

File No 2859.

Department of the Secretary
of State Office of the Postmaster
1506 Royal Bank Bldg
Hastings & Grenville
Vancouver B.C.

Dear Sir,

We have received the cheque of 31.28
I have every reason to believe
that my share amount were 206.02
therefore we cannot understand the
great difference.

We are grateful you were good enough
to pay for all the hospital and doctor
expense during my accident.

At present I am unable to work
for at least four months more.

Therefore we are in great need of money
I will be very grateful if you will
forward the amount in full.

In regards to the certificate No 1546.

We have forwarded you all that we own by
register with the others. So will you please
check your files.

280" No Recd

150 Recd
10
PED
UP

Reg. No 13285

K. Kato

J. for H. Vahala

Little Britain Man

March 3, 1947

EVACUATION SECTION	
Rec'd	MAR 6 1947
File No.	2859
Ans.	
Referred	Anderson

Yours very truly
Kiyoji Kato
per S.S.

10th March, 1947.

Mr. Kiyoji KATO,
Registration No. 13285.
c/o Mr. H. Weherle,
Little Britain, Manitoba.

Dear Sir:

We wish to acknowledge receipt of your letter of the 3rd March, regarding Pacific Co-operative Union share redemption proceeds.

Up to the time of our reporting letter to you of the 19th February, 1946, \$120.00 worth of your \$150.00 redeemable Pacific Co-operative Union shares had been redeemed, and the proceeds had been credited to your account as received. The remaining \$30.00 worth of shares were redeemed in January of this year, and the proceeds together with interest, were covered in our last remittance to you.

You still have registered in your name \$280.00 worth of non-redeemable shares. These are not of cash value at this time. However, we will advise you of any change in the situation.

Yours truly,

W.E. Anderson,
Office of the Custodian.

WEA:HA

2859

April 26, 1949.

Mr. Kiyoji KATO,
Reg. No. 13285,
258 Margaret Avenue,
Winnipeg, Manitoba.

Dear Sir:

Attached hereto is certificate number twenty-two covering one share of the Pacific Fraser Co-operative Union. The shares of this Union do not appear to have any value and the Custodian has no interest in these shares.

Yours truly,



C. H. Reed,
Office of the Custodian.

CHR/fm
enc. (1)

2859

25th November, 1946.

To the Members of
The Mission Japanese Farmers' Association.

Dear Sir:

Re: Mission Japanese Farmers' Association

Distribution of funds in the hands of the Custodian
belonging to members of the above Association is now being made.

A cheque in the amount of \$55.89 is being sent to each
person shown on a list of members of the above association which
was certified by a Committee consisting of:

Shingo KUNIMOTO
Bunjiro SAKON
Ichijiro UYEMURA
Minoru KUDO

and which list was sent to each member on the 31st May, 1946.

Cheque in your favour for this amount is enclosed herein.

Yours truly,

F. G. Shears,
Director.

FGS/PMH

File No. 2859
Name: Kiyoji KATO
Reg. #13285

November 24th, 1942.

LIST OF CHATTELS REMAINING AT P. O. BOX 227. MISSION. B. C.

Included in lease with Mrs. E. Mavers. belonging to S. SHIKAZE. #13457

1 kitchen table	8 chairs	1 gramophone
1 kitchen stove	1 bookcase	1 small round table
1 desk	1 chest of drawers	
1 bed	1 cupboard	

Chattels belonging to KATO. Minoru

1 kitchen stove
1 box of dishes
1 table

*sh. sent - applied for 26/2/42 on file 1893-42
(held by Mrs. Mavers)*

Those are O.K. "A"

Chattels belonging to KATO. K.

1 horse and harness
1 plough
2 cultivators
1 scale
2 forks
1 rake
5 hoes
1 sewing machine
1 hay fork
1 horse chain
1 shingle cutter
1 sack of potash
3 tables
2 cupboards
1 bookcase
1 kitchen stove
8 rhubarb boxes

(held by Mrs. M.)

(used by Mrs. M.)

3 shovels
1 small sickle
1 spraying machine
1 hose, 60', in roothouse
1 tank for the hose
1 horse chain
1 mattock
3 beds
50 lbs wire
1 wheelbarrow
25 raspberry boxes
2 sacks of Go-West
1 bedroom dresser
1 gramophone
8 chairs
2 stoves

*still in
(29-11-42)*

*useless
held by Mrs. M.*

S. Shikaze

THE ABOVE ARTICLES ARE IN MY CARE AND I WILL BE RESPONSIBLE FOR THEIR
SAFE-KEEPING.

DATE *Dec 5/42*

SIGNED *John Robert Hartley*

7859

LIST OF CHATELS INCLUDED IN LEASE BETWEEN

KATO, K. of Mission City and

Mrs. E. Mayers.

Chattels belonging to SHIKAZE, S. (Reg. No. 13457) but in KATO's house:

I Kitchen table,	§ 8 Chairs,	I Cupboard,
§ 1 Kitchen stove,	§ 1 Bookcase,	§ 1 Gramophone,
I Desk,	I Chest of drawers:	I Sml. round table,
I Bed.		

Chattels belonging to KATO, Minoru, but in KATO, K's house:

I Kitchen stove
I Box of dishes
I Table

Chattels belonging to KATO, K.

I Horse & harness	3 Shovels
I Plough	I Small sickle
§ 2 Cultivators	I Spraying machine
I Scale	§ 1 Hose, 60 ft., in root house
2 Forks	I Tank-for the hose
I Rake	I Horse chain
§ 2 Hoes	I Mattock
I Sewing machine	A 3 Beds
I Hay fork	50 Lbs. Wire
I Horse chain	A 1 Wheelbarrow
I Shingle cutter	25 Raspb. boxes
I Sack of potash	2 Sacks of "Go-west"
3 Tables	I Bedroom dresser
2 Cupboards	I Gramophone
§ 1 Bookcase	8 Chairs
I Kitchen stove	§ 2 (32) Stoves ✓
8 Rhubarb boxes	

The above signed by both parties

*S. sold by auction 3/1/45
Mission 15*

Mr. Campbell's File No. 556.

Coffee
Mission, B.C.

Dec 5/42

Box 190

Dept. of the Sec. of State.

Office of the Custodian

Mr. R. D. Richardson

Dear Sir

RECEIVED
DEC 11 1942
ENCLOSURE
Enclosed find list of chattels
that ~~was~~ left on the K. Kato and S. Shikaze
farm,

When I took it over from Mrs. Myers I have had
quite a time getting things together.
I have drawn a line at the end of seven
articles that was not on the place when
I took it over.

Mrs. Myers as you know did not live on the
place possibly that is the reason for the
shortage.

Thanking you I remain,

Yours very truly

John Robert Hartley

December 8th, 1942.

Mrs. Ethel Mayers,
R. R. #1,
Mission, B. C.

Dear Madam:

Re: Kivoli KATO

We have recently been advised by the Pacific Co-operative Union, Mission City, that you have vacated the above's property. In view of this we have recently re-checked the property to confirm the chattels and equipment the above left at the time of his departure from the protected area.

We have to advise that on our inspection the following articles were found to be missing:

1 Box of dishes ✓ 1893 25 Raspberry boxes ✓ K Kato
1 Sack of Potash ✓ K Kato 2 Sacks of Co-West ✓ K Kato
8 Rhubarb boxes ✓ K Kato 1 Bedroom dresser ✓ 1940
1 Spraying machine ✓ K Kato

We would appreciate having your understanding in this respect.

Yours truly,

R. D. Richardson,
Farm Department.

HRC/EM

OFFICE OF THE CUSTODIAN
JAPANESE SEIZURES

RECEIVED
DEC 15 1942

Coffey B.
Mission
Dec. 12/42.

Will you please tell me
the price of the Submg machine at
the H Kato property. As I have a
buyer and will send cash to you
on reply. The Japs wanted me to
sell this stuff of their ever since
they left. So if I have inquiries
any of it will let you know.
Also did you sell one of the stoves
as the one we used has been sold
to J. S. Harley mission. And he told
me he had got it from the soldiers
settlement. But the board informs
me I am have the selling, as I am
the one had this farm leased and
was to look after the goods they left
I would like to know how the deal
was put through, if I had the price
of some of the articles I could sell
some for you.

Yours very truly

(m) Ethel Mayers

File No. 2859.

Box 227.

Mission

Dec. 28/42.

Dear Sir.

In reply of letter 16th Dec
The person wishing to buy the sewing
machine will pay twenty dollars.
They were looking it over and find
it's just the machine with no attach-
ments. So if they will take that much
will send the money.
They will also give five dollars for
the table phonograph, so please
find out for me.

Yours truly.

E. Mayers.

EVACUATION SECTION
DEC 30 1942
38 59
6-1-43
Referred
Coffey

under copy

File no 2859.

EVACUATION SECTION	
DEC 30 1942	
File no	2859
Box	61-43
Referred	Copied

Mission
Box 227.
Dec 29/42.

Russell
Dear Sir.

^{only}
I am sorry I could not find time to answer sooner.

- 1 box of dishes. I have them ^{file 1893} here.
2 Sacks of Potash } ^{file 2859}
2 sacks of go West }
1 Bed Room dress. ^{file 1940}

We brought these here as my son that looked after things was going to work, and the Japanese girl asked me personally to look after dishes as they were mostly her wedding presents. The dresser I intend to buy but brought it here to paint and clean to see if it was worth having, I'll give them \$2 dollars for it if not it can go back to the farm. If I had of known I was letting some one in the house to look after things I would not of brought any thing here. But there seemed always some one around there, and the spraying

2

machine was stole while the boy
came home, and we put a pad
lock on the house,

The Rubbarb boxes we used the
only Rubbarb we sold, before
Kato left. The raspberry box we also
used at least some of them. some
was no good as they had only
one layer of small baskets. Kato
put down 25 boxes and only
about half any good,

I wrote to Mr Kato soon as the
spray machine was stole to see
if there was any thing I could get
the police to find it. But he wrote
me he could tell it him self but
could not tell me how to know it
It had a copper tank he said.

Kato also put down on the list a
horse chain. and if he meant a
rethuring chain. It wasnt there when I
went in after they left the horse was

3.
tied
1 With a piece of rope and I had
to buy a chain, and have let them
use it while they looking after the
horse,

Yours Truly.

Ethel. Mayers.

2859

December 31st, 1942.

Mrs. Ethel Mayers,
R. R. #1,
Mission, B. C.

Dear Madam:

Re: Kiyoi KATO

We wish to refer you to our letter dated December 8th asking you to kindly let us have your understanding as to the missing articles we outlined therein.

We also wrote you on December 16th in reply to your communication dated December 12th, wherein you expressed the desire to purchase the above's sewing machine. We requested that you submit your offer for same to this office.

Will you kindly give both our letters your attention at your earliest convenience.

Thanking you in anticipation, we are

Yours truly,

R. D. Richardson,
Farm Department.

HRC/EM

January 6th, 1943 .

Mr. Kiyoji Kato,
Reg. No. 13285,
St. Elizabeth, Manitoba.

EXHIBIT No. 835-8
DATE 14 Apr. 1948
FILED BY J. H. G. Hunter

Dear Sir:

We have received an offer from Mrs. Ethel Mayers, former tenant on your property, to purchase your Singer sewing machine for the sum of \$20.00, the dresser for \$2.00 and the phonograph for \$5.00.

We are submitting these offers for your consideration and if you wish to dispose of these articles at the said prices, collection shall be made by this office and placed to your credit.

Kindly advise.

Yours truly,

R. D. Richardson,
Farm Department.

HRC/EM

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

May 31, 1948.

L. McHughan

January 6th, 1943.

Mrs. Ethel Mayers,
R. R. #1,
Mission, B. C.

Dear Madam:

Re: Kivoli KATO

We thank you very much indeed for both
your letters dated December 29th.

It has been duly noted that the articles
mentioned in our communication dated December 8th,
apart from the eight rhubarb boxes and one spraying
machine, are in your possession. We are today writ-
ing the above Japanese to this effect and for the
time being, we must advise that we have no objection
to your retaining these articles providing reasonable
care is given to same.

We are also submitting your offers for
the Singer sewing machine, the phonograph and the
dresser. As soon as we are in receipt of a reply to
our letter from the subject Japanese, we shall com-
municate further with you in this respect.

In the meantime, we thank you for your
courtesy.

Yours truly,

R. D. Richardson,
Farm Department.

HRC/EM

File No. 2859

St. Elizabeth, Man.,
Jan. 14/43.

Mr. R. D. Richardson,
Farm Dept. Custodian Office.

Dear Sir:

I have received your letter of January 6
which you inform us about selling our sewing machine
\$20, dresser \$2.00 and phonograph \$5.00.

Prize could be better but however, that will
do so I would like to have it sold.

The dresser belongs to S. Shikaze so he would
like his under their name when sold.

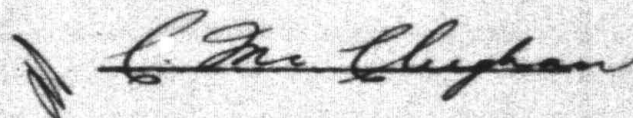
Yours truly,

"K. Kato" Reg. No. 13285

EXHIBIT No. 835-8
DATE 14 Apr 1948
FILED BY J W G Hunter

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

May 31, 1948.



2859

January 22nd, 1943.

Mrs. Ethel Mayers,
R. R. #1,
Mission, B. C.

Dear Madam:

Re: Kivoli KATO

Please be advised that your offer to purchase the sewing machine for \$20.00, and the phonograph for \$5.00, has been authorized. Upon receiving your cheque for same, it will be quite in order for you to take possession of these goods.

The dresser that you offered to purchase is owned by S. Shikaze and we are awaiting confirmation for sale of it.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

MEMORANDUM

File No.: 2859

February 22nd, 1943

To: FILE

From: Mr. Green

Re: KATO, Kiyoji

On September 15th Mr. Kiyoji Kato signed as correct a list of chattels then on the property at P. O. Box 227, Mission, in the care of the tenant, Mrs. Mayers. When the new tenant, Mr. Hartley, moved onto the property, he signed the same list with the following exceptions.

(1) Articles since admitted by Mrs. Mayers (her letter of December 29th, 1942) to be held by her.

- 1 Box of dishes
- 2 Sacks Potash
- 2 Sacks of Go-West
- 1 Bedroom dresser

This latter apparently belongs to S. Shikaze, Reg. No. 13457, and she is offering to buy it for \$2.00. This will be followed up on Shikaze's file.

(2) Stolen as per Mrs. Mayers letter of date given above.

- 1 Spraying machine
- ~~2 Other items~~

(3) Other Items The rhubarb boxes appear to have been used by Mrs. Mayers for selling rhubarb, and raspberry boxes are reported by her as being useless.

Finally, Mr. Kiyoji Kato has now agreed to her purchasing the sewing machine for \$20.00 and the phonograph for \$5.00.

RFQ:IP

MEMORANDUM

File No.: 2859

February 24th, 1943

To: Mr. Richardson

From: Mr. Green

Re: KATO, Kiyoi

Would you please note this man's request of February 14th for funds being \$25.00 from the sale of his sewing machine and phonograph. He owes principal on a mortgage of \$155.00, interest of \$13.96, unpaid taxes of \$90.82 and a doctor's bill of \$15.00, totalling in all, \$274.78. Against this there is a P. C. U. cheque for \$200.00.

I would not raise this question but for the fact that the Security Commission are interested in the funds coming to this man and the fact that this Japanese may have authorized the sale with the hope of receiving the proceeds --- see letter of February 14th herewith.

EPG:IF

cc Baker Nil

file No 2859

Office of the Custodian
Japanese Evacuation Sec.
Vancouver B.C.

EVACUATION SECTION
Rec'd MAR 4 1943
No. 9859
Referred to Richardson

1. M. Dupuy
St. Elizabeth
Manitoba

Feb 25/43.

Dear Sir:

I have herewith enclosed a cheque for 1937 value
of \$30, also please find enclosed of the same
for 1934 & 1935 which had not been
collected before.

I have heard that my house is still on
the farm. Since Mrs. Mayors is not living on
our farm any more I would like to have
my house sold at once, at any
reasonable price of the purchaser.

Regarding to sewing machine, photograph and cheese
you had purchased I would like to have
my cheque of purchase value of \$27.00 sent
to me as soon as possible.

Yours truly.

Reg. No. 13285

K. Kato

2879

March 25th, 1943.

Mrs. Ethel Mayers,
R. R. # 1,
Mission, B. C.

Dear Madam:

Re: Kiroki KATO

We have written you several letters regarding the purchase of certain articles of furniture, sale of which has been authorized but we have not as yet had the courtesy of a reply from you.

It is noted that at the termination of your tenancy on this property a re-check of the chattels and supplies left in your care shows that eight rhubarb boxes, two sacks of potash, and two sacks of Go-West have apparently been used by yourself.

We would appreciate receiving your remuneration for these items at market value.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

Mission, B. C.

Dept. of Sec. of State

March 27/43

Office of the Custodian

Box 65

Mr. R. D. Richardson

EVACUATION SECTION	
Rec'd	MAR 29 1943
File No.	2887
Ans.	Letter of 3/28/43
Ret'd	

Dear Sir

Your

25th of March in hand.

Since coming on this place last fall I have put a lot of work on this place. I have put the feed in the horse and have put him in good working condition. The horse was sadly neglected since the Jap left until I took over the place.

Now Mr. Richardson I want to give you my best offer it may not be the highest bid but my offer is 20.00 payable on the 25th of April '43.

I want to thank you for giving me the first chance as I certainly appreciate it.

If my offer is not accepted please let me know who gets it and the price they pay. Thanking you I remain.

Yours very truly
John Robert Hartley

2859

April 12, 1943.

EXHIBIT No. 835-7

DATE 12 Apr 1948

FILED BY J. H. G. Hunter

Mr. Kiyoji Kato,
Reg. No. 13285,
c/o M. Duprey, Esq.,
St. Elizabeth, Man.

Dear Sir:

Referring to your letter of February 25th, we have written to Mr. Hartley, tenant on your property, regarding the purchase of your horse. He has now written us to the effect that, seeing he has fed the horse all winter, he would only offer \$20.00 for the purchase of the animal.

Please advise us if this is acceptable.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

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

May 31, 1948.

A. C. Chapman

c/o M. Duprey,
St. Elizabeth, Man.,
Apr. 22, 1943

Custodian Dept.
of Enemy Property.

Dear Sir:

Regarding to your letter few days ago about
the horse.

It is quite a low price for horse at \$20.00
but you may sale it to Mr. Hartly horse only without
harness.

Please do not sale any other articles or property
of ours whatsoever from now on.

Yours truly,

"K. Kate" (per S. Shikaze)

(Please tell that to Mr. Hartly too)

EXHIBIT No. 835-7

DATE 1st Apr 1948

FILED BY J. M. G. Hunter

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

May 31, 1948.

[Signature]

2859

April 30, 1943.

Mr. Kiyoji Kato,
Reg. No. 13285,
c/o M. Duprey,
St. Elizabeth, Man.

EXHIBIT No. 835-7
DATE 14 April 1945
FILED BY J. W. G. Hamlin

Dear Sir:

We thank you for your letter of April 22nd in which you state that the price of \$20.00 is too low for your horse. We have no intention of giving it away and would appreciate your advising us what you would consider a reasonable price.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

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

May 31, 1948.

J. C. McLaughlin

835 - 7
EXHIBIT No.
DATE 14 Apl. 1948.
FILED BY J. W. G. Hunter.

c/o M. Duprey,
May 12, 1943.

Custodian Dept.,
Vancouver, B. C.

Dear Sir:

I have receive your letter, regarding to the statement you had asked us to name the price of the horse as \$20 had been a low price. The horse when I had purchase it cost me \$75 without harness.

Because of being a living thing and had to be fed and taken care. That is only reason why we are force to sale which otherwise I would not sell it. So although price is low it could be \$25 at least.

Sometime ago I had return you my post dated cheque of \$200 by register also 3 shares of Pacific Co-operative Union, but I have not receive any reply or receipt.

Were you able to get the cheque for the sewing machine and other articles that had been sold by you as I have not heard from Custodian after it had been sold. Please let me know.

Yours truly, (per S. Shikoze)

"K. Kato"

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

May 31, 1948.

W. C. MacLennan

Mission, B. C.

The Custodians Office
Dept of Sec of State

Aug 17/43

Dear Sir

Mr. Richardson

Find enclosed 25.00

for full payment for the horse.
My Wife is buying the horse so
make the receipt out to Mrs J R Hartley.
Also find enclosed amount of 10.00 for
the rent.

Thanking you I remain,

Yours very truly
John Robert Hartley.

2859/13285

KATO Kiyoji

Aug

SB

Mr. S.M. Liden
Insurance Dept
Dear Sir.

EVACUATION SECTION

Rec'd APR 9 1944

File No. 2857

Ans.

Referred

File No. 2859 K. Kato

C. Mr. M. Dupuy
St Elizabeth, Man
Mar 27/44.

I have received your letter in regards to the insurance
It has not mention as to which Insurance
company therefore I do not know which one you
are informing us. Please give us full details.
I would like to cancell the Mutual aid
I need every penny for the sons education.

This may not be your section but I would like your
assistance. When we were forced to move from Missin B.C.
in 1942 I have left my Kodak six sixteen in care
of Mr. J. Sherrick of Pacific Cooperative Union as I
did not know how to get in touch with Royal Canadian
Mounted Police. I've heard R.C.M.P. had return all
the cameras to their owner so I've wrote to Mr. J. Sherrick
Regardless of how many times we wrote, he has not
answer. Therefore could you please to him write
to him regards to this above matter.

What is the land and property of our
worth if we do sale now. That is in
full cash.

Please inform us in near future.
Yours very truly
K. Kato

K. Kato

2859

April 10, 1944.

Mr. J. B. Shimek,
Hatsie, B. C.

Dear Sir:

Re: Kiyoji KATO.

Subject Japanese advises us that he left
in your care prior to evacuation a Kodak camera,
size 616.

He now wishes this camera shipped to him and
we would appreciate your co-operation in forwarding
it to the following address:

Mr. Kiyoji KATO,
Registration No. 13285,
c/o Mr. M. Duprey,
St. Elizabeth, Manitoba.

Yours truly,

W. E. Anderson,
Farm Department.

WEA/EG

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65, Plant 55
Matequi 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.

July 6th, 1944.

EVACUATION SECTION	
Rec'd	JUL 7 1944
File No.	2859
Ans.	1006
Referred	Anderson

Mr. W. E. Anderson
Farm Department,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:- Re: Kiyoji Kato, File No. 2859

We wish to advise you that the camera belonging to Mr. Kiyoji Kato was sent forward to the following address which is a different one than the one you have sent us in your letter of the 4th instant:-

Mr. Kiyoji Kato,
Registration No. 13285,
c/o Mr. M. Duprey,
St. Elizabeth, Manitoba.

This address was sent to Mr. Shimek in your letter of April 10th but Mr. Shimek was ill for quite some time and since then has passed away. That is the reason for the delay in sending the camera.

Trusting that the camera will eventually find its way to Mr. Kato, we remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

Mrs. Eva Knight
(Mrs) Eva Knight.

MISSION
File Nos.: 2859
1940
1893

Oct. 17th, 1944.

To: Mr. R. W. Anderson

From: Mr. W. J. Iverson

Re: Kiyoji KATO
Lougheed Highway -- Chattels

Effects have not been liquidated yet but Kato on April 22nd, 1943, requests that his belongings be not sold. *(Go ahead and sell just the same)*

Attached is a duplicate list of chattels left in the house which was tenanted by Mr. J. R. Hartley. This list represents effects found and signed for by him except those deleted.

The file indicates that Mr. Hartley bought a stove but there is no record of its payment.

A house was sold to Mr. J. R. Hartley and paid for in August 1943. A sewing machine and phonograph was sold and paid for.

Enc.
WJI:IF

References:

- (a) Signed inventory of November 24th, 1942.
- (b) Letter from Mrs. Mayers re stove sold December 12th, 1942.
- (c) re shortages December 29th.

File No. 2859

Date Jan 31/45

SUMMARY

Name: Kiyoji Kato

Address: Loughlin High. Mission

(1) - We have today moved to auction room at Mission effects as per enclosed list at a total cost of \$ as per attached bill.

(2) - We have also moved the personal effects as per attached list to storage at Nile where they will remain until called for. Cost of moving is included in bill above.

(3) - We have sold to the tenant articles as per attached list at \$ for which herewith cheque or cash.

(4) - After the above transactions, the following important shortages were noticed between the original inventory as taken by this office, and the effects accounted for as above:

2 Stoves, desk, chest drawers, cupboard & table left for later sale

Plow was taken by E. Travers will be investigated

The small tools were either worn out and of no value or were missing and were of no value.

Several old beds, broken chairs, wheelbarrow, Stoves, cupboard were left as being of no value.

The tenant gave us the following explanation: Present

tenants were moved on by the SSB and they have no knowledge of missing items

W. H. L. L.

File No: 2859

September 15, 1942

Name: Kiyoji KATO SEP 23 1942

Reg. No: 13285

LIST OF CHATTELS REMAINING AT P.O. BOX 227, MISSION, B. C.

Included in lease with Mrs. E. Meyers, belonging to S. SHIKAZU, #13457

1 kitchen table	8 chairs	1 gramophone
1 kitchen stove	1 bookcase	1 small round table
1 desk	1 chest of drawers	
1 bed	1 cupboard	

dealt with
one of Shikazu's
file 1940

Chatteles belonging to KATO, Minoru 1893

1 kitchen stove
1 box of dishes
1 table

✓ same applied for on file 1893 & 26-2-44

dealt with one file 1893
no record of dishes & table
having been disposed
of for the Japanese mission
(Kato)

Chatteles belonging to KATO, K.

1 horse and harness
1 plough
2 cultivators
1 scale
2 forks
1 rake
5 hoes
1 sewing machine
1 hay fork
1 horse chain
1 shingle cutter
1 sack of potash
3 tables
2 cupboards
1 bookcase
1 kitchen stove
8 rhubarb boxes

3 shovels
1 small sickle
1 spraying machine
1 hose, 60', in roothouse
1 tank for the hose
1 horse chain
1 mattock
3 beds
50 lbs. wire
1 wheelbarrow
25 raspberry boxes
2 sacks of "Go-West"
1 bedroom dresser
1 gramophone
8 chairs
2 stoves

dealt with on
file 2859

This represents all my chattels remaining in any protected area of British Columbia.

Confirmed:

DATE: Sept. 23rd. 1942 SIGNED: Kiyoji Kato

Please sign and return one copy to the Custodian.

NSD

NAME KATO, Kiyofu

REGISTRATION NO. 13285

FILE NO. 2859

The following chattels were sold by public

auction at Mission, B.C. on January 31, 1945.

✓ 1 Horse ✓	2.50
✓ 1 Book rack ✓	0.30 ✓
✓ 1 Cultivator ✓	6.00
✓ 1 Box stove ✓	1.75 ✓
✓ 1 Drum heater ✓	0.50 ✓
✓ 2 Hoes	1.30
✓ Chairs	1.45
✓ 1 Harrow	4.50
✓ 1 Cultivator ✓	6.00

Total

\$ 26.10

Less Expenses: (Auctioneer's Fee: 32.61
Advertising: 0.25
Moving: 2.92

\$ 5.78

Net Proceeds Credited:

\$ 20.32

Members of Custodian Staff Present.

Mr. W.E. Anderson

Extracted from Auctioneering List No.

Mission 15.

Remarks.

REPORT

Re. Sale of Sewing machine and Phonographs belonging to:
KATO, Kiyoji

\$25.00 Feb 28 1943

1 Dresser belonging to : SHIKAZE, Satsuo

\$ 2.00 Feb 19 1943

To Mrs. MAYERS.

Mrs. MAYERS will forward the money to the Custodian office
Monday Mar. 29th. 1943.

Mrs. MAYERS has one box of dishes (Wedding gifts) belonging
to KATO that has been left in her care.

Feb 18 1943

Signed

[Signature]

[Signature]
P. M. Anderson

MEMORANDUM

File No. 2859

20th December, 1945.

TO: Miss G. Girard
FROM: W.E. Anderson

Re: Kivall KATO - Registration No. 13285

Please make the following transfer relative to liquidation of the
chattels of the above Japanese:

Transfer from 2859 to S. SHIKAZE #13457 1940

Gramophone	\$5.00
Book rack	.25
Chairs	1.20
High chair	.30

transferred

18/1/46 C.G.

WEA:NA

W.E. Anderson

MR. HUNTER

March 16, 1948

MEMORANDUM

The Farm Property was leased by Mr. Kato to Mrs. Ethel Mayers on April 18, 1942, for 10 months as from April 1st, 1942, together with the chattels as per list attached. Under date of September 23, 1942 Mr. Kato confirmed that these chattels represented all those left by him in the protected area of B. C.

On December 19, 1942 this property was leased to Mr. J. R. Hartley for three years, as from January 1st, 1943, Mrs. Mayers having vacated same. Under date of December 5, 1942 Mr. Hartley signed for certain chattels left on the property to be held in safekeeping by him (list attached to his letter of Dec. 5/42). In his letter above-mentioned Mr. Hartley stated the following goods, belonging to Mr. K. Kato, were not on the premises when he took over:

- 1 sack of Potash
- 8 rhubarb boxes
- 1 spraying machine
- 25 raspberry boxes
- 2 sacks Go West

Mrs. Mayers reported on December 29/42 that she had the Potash and Go West in her possession; that the spraying machine had been stolen; and that she had used the rhubarb boxes and some of the raspberry boxes. She said some of the raspberry boxes were useless. On March 25, 1943 the Custodian requested Mrs. Mayer to remit to this office the market value of the supplies she had used but there is nothing on file to indicate that payment was ever made.

According to Mrs. Mayers' letter of Dec. 12/43 a stove left on the Kato property was sold to Mr. Hartley but there is no record on file of payment having been received from Mr. Hartley for a stove. The Personal Property Summary prepared by Custodian representative, Mr. Anderson, indicates that two "poor kitchen ranges" were not removed to auction.

Further, a memorandum on file dated January 31, 1945 states "Plow was taken by Mr. Fraese, will be investigated". No further mention is made of the Plow or "Mr. Fraese" and there is nothing on file to indicate what the final disposition of this item.

E. Robertson

February 19, 1946.

Registered

Mr. Kiyeji KATO
Registration No. 13285
R. R. #1, Box 136,
Little Britain, Manitoba.

Dear Sir:

Your file has now been reviewed and we take this opportunity of supplying you with a brief summary of our administration of your affairs.

When registering with this office you declared you were the owner of real property at Mission. At that time it became vested in the Custodian. On April 18, 1942, you leased your property to Mrs. E. Mayers for \$425.00 to January 31, 1943; \$225.00 was received by you in cash and the balance was received by you in the form of a \$200.00 Pacific Co-operative Union post-dated cheque. This cheque was later collected for you by this office at which time the proceeds were credited to your account here.

No revenue from your property accrued to your benefit at this office as, in accordance with the policy of liquidation decided upon by the Canadian Government, your property was sold to the Director, Veterans' Land Act as of January 1st, 1943. The full details of the property sale were sent to you on August 19, 1944, from which statement you will note that after paying off the encumbrances the net sum of \$590.33 was credited to your account here. Legal fees in the amount of \$15.00 in connection with the conveyance of your property were, however, later charged to you.

Dr. Esarett filed a claim against you for \$15.00 and upon receiving your letter of January 15, 1945, confirming it as being correct, settlement on your behalf was made by this office. I. Ujinote also filed a claim against you which you disputed. I. Ujinote was so advised and no further action was taken by this office.

When leasing your property in 1942, your tenant financed his operations through the Pacific Co-operative Union borrowing \$425.00 on the strength of his promissory note which you endorsed guaranteeing payment. The tenant left the property unable to carry on leaving an over-draft in the account of \$154.37. The Custodian, however, negotiated on your behalf and they agreed to leave the over-draft charged to the tenant and subsequently written off as a bad debt.

You declared a quantity of chattels left on your property in the care of Mr. Mayers. Your sewing machine and gramophone were sold in accordance with your letter of February 25, 1943, for \$25.00 and credited to your account here. In accordance with the policy of liquidation, our representative called at the property with the view of preparing your chattels for sale by auction. All

saleable articles were removed and sold for the net sum of \$20.32; considerable were, however, of low sale value and as it was decided that the expense of moving and auctioning would exceed their sale price they were abandoned on the property.

Your horse was sold for the sum of \$25.00 after receiving your confirmation that this sum was acceptable.

You were the owner of a truck which you transferred to the Pacific Co-operative Union for sale. It was subsequently sold for the sum of \$96.75 by them which they remitted to this office less your small debit balance of \$6.88. The only expense to you in the transaction was a \$4.00 appraisal fee to substantiate the value of the vehicle.

According to your file, you left a Kodak Camera No. 616 in the care of J. B. Schimik. At the request of this office it was mailed to you however. We were so advised by the Pacific Co-operative Union.

You declared a share interest in the Pacific Co-operative Union which according to their records totalled \$430.00; \$280.00 of these were unredeemable shares and \$150.00 redeemable shares, \$120.00 of these latter have been redeemed from time to time at par and credited to your account here. You have been advised of progress made in this connection and your Share Certificates, as redeemed, have been sent to this office at our request. Your 1941 shares should be redeemed early next year. We would suggest, however, that you send your Certificate to cover to this office so that it can be dealt with as little loss of time as possible when due. Interest totalling \$4.56 has been received at this office on these shares and credited to your account.

You were also the holder of a \$10.00 United Farmers' Co-operative Exchange share. On March 22, 1943, you sent this share to this office and asked that it be redeemed. It was sent to the Pacific Co-operative Union for attention and it was subsequently redeemed at par and credited to you.

Attached hereto is a statement of your account at this office showing entries made since one was last sent to you. The attached Custodian cheque in the amount of \$17.08 represents your full credit at this office at this time as shown thereon.

It would appear that the Custodian has accounted for all the property of every kind left by you in the protected area which vested in the Custodian and in order that you may confirm this and acknowledge the cheque we are enclosing a stamped addressed envelope for convenience in replying.

Yours truly,

W. E. Anderson

Administration Department

WEA:DMcI.

copy for: Mr. F. G. Shears
Custodian

EVACUATION SECTION	
Re: DEC 7 1946	
File No. 2859	
Ans.	
Re: Office	

The Custodian's Office
Department of Secretary of State
Vancouver B.C., Canada.

Dear Sir:

I am writing to you concerning our land which you sold at the ridiculously low price of \$817.08. Here, I would like to state that this land was bought (in the wild uncultivated state) at \$1,500.00 (Proof to be found registered at the land office in Westminster).

This land was cleared at very high expense with donkey engines and dynamite. After the land had been cultivated, fertilized, the buildings built upon and the fruit trees grown. Don't you think yourself that the selling price was but a mockery to all hard working people? Even more to a old man who had worked hard;

K. Kato

Reg. No. 13285

% Mr. H. Wehler

Box 136 R.R.#1

Winnipeg Man.

Dec, 4/46. VLA

put everything he had into his bit of land. A land he had looked upon as a child who had at last grown up to a stage where it was ready to help him. I hope you are ^{well} satisfied with what you have done.

Most likely you will say that the land has been paid ~~for~~ for, that you are finished with us.

This I will tell you. If we had not been evacuated we would have had no worries whatsoever in making our living. As it is we were more or less forced to back down into accepting your price. I want to tell you that we are not by any means ~~the~~ satisfied with what we got.

Also has it ever occurred to you that you have sold our land without our consent; That we had nothing what-so-ever to do with your selling of it.

Remember that you are not dealing with animals. We are all human. If you were in our shoes what would you have done? You know that we had nothing to do with this war. Yet we have been treated the same as those who are directly connected with it. Don't you think that our treatment has been a bit harsh?

Since I am stating my grievances I would like to ask you about our shares. What has happened? Are our remaining shares still redeemable at their face value? (i.e.) as they become valid? Or are they to be taken away too?

Yours Truly,
Shig Kato

Please answer this letter.
I have duplicates to send - - -

10th December, 1946.

Mr. Kiyoji KATO,
Registration No. 13285,
c/o Mr. H. Wehrle,
Box 136, R.R. No. 1,
Winnipeg, Manitoba.

Dear Sir:

We wish to acknowledge your letter of the 4th December, and have accordingly noted its contents.

While we appreciate that the sale of your property is a matter of personal concern to you we must advise that the sale of properties was carried out under instructions from the Canadian Government at Ottawa on the basis of appraised valuations. This office is not in a position to consider any alternative in the matter.

Your letter is being placed on your file showing your expression, and it will be available at any time.

As we advised you in our letter to you of the 19th February, Pacific Co-operative Union redeemable shares issued in the years 1937 to 1940 inclusive, have been redeemed from time to time and the proceeds as received credited to your account. These funds you have received. The 1941 shares should be redeemed early next year, and the proceeds will be forwarded to you at that time if you will forward your share certificate to cover to this office.

Yours truly,

E.E. Anderson,
Administration Dept.

WEA:BA

DEFENCE BRIEF

Kovoli KATO

File No. 2859

Case No. 835

WINNIPEG
14 April 1948
V.L.A.
Sheet A 1 - 5

1.

REAL PROPERTY CLAIM

(All claims shown are Gross)

Claim amended to

\$4,000.

(Trans. Page 2)

Appraised at

\$887.90

Sale Price

\$871.

Witness: Appraiser, R. W. Brown.

Appraiser (Brown) reports - Property not well farmed, some crops good, some poor. House 25 years old. Rented to Ethel Mayers for balance of year for \$425. to be paid out of crop.

Appraiser (~~Brown~~) reports - House not in good condition. Poor fencing on property.

Claimant stated that the house was only 14 years old, not 25 years as stated by Appraiser.

It is submitted that the real property was sold for its fair market value.

2.

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

Chattels

Claim amended to

\$58.50 (Trans. Page 2)

Claim for Pacific Co-Op. Shares abandoned. (Trans. Page 2)

Claim for Horse \$100. abandoned. (Trans. Page 10)

Claimant claimed \$100. for this horse but agreed to accept \$25. for it. (See letter 12/5/43).

(a) Goods value	\$18.00	Sold by Auction for \$2.55
(b) " "	5.00	Abandoned.
(c) " "	<u>35.50</u>	No account, theft.
	<u>\$58.50</u>	

The majority of personal property was left on the premises with the tenant, A barn on the property was destroyed by fire in 1943 and some may have been burnt at the time.

It is submitted that the items of personal property sold were sold for their fair market value and that the prices of personal property not sold are exorbitant.

Koyoji KATO
Case No. 835

-2-

3. Ford Truck
Claim

\$200.

Appraised at

\$90.00

Sale Price

\$96.75

Witness: Appraisers, McDermott Motors Ltd.

The R.C.M.P. reported the truck handed over in poor condition.

On instructions from Custodian this truck was appraised by McDermott Motors Ltd. and was sold by The Pacific Co-Operative Union for claimant for \$96.75.

Defence Summary

Witness

R. W. Brown

J. H. Harkins

W. E. Anderson

McDermott Motors

Where required

1 Appraiser

2 (a) Auctioneer

2 (a) Staff

3 Appraiser

BMP/mw

Inventory of Property. KATO. Kiyeji, #18285.

5 Kitchen ranges.

2 Gramophones.

1 Chest of utensils.

1 Singer sewing machine.

15 Kitchen chairs.

3 Bureaus.

1 Table.

1 Kitchen cupboard.

1 Cultivator.

1 Plow.

1 House (being looked after by lessee F. Myers)

1 Mil. Garden tools.

Stored in the house on the Loughheed Highway, Mission, B.C.

Property leased to E. Myers through Pacific Co-operative Union,

Amount \$425.00

2 Dogs & 1 Cat Destroyed by Police.

2613

Name of Claimant

KATO, Kiyaji

Case

835

Custodian File

8039

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 Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
					571.	506.61			506.61	
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 & 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	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
10.50	2.55	.35	24.20	47.00	10.44		11.50			
TOTAL RECOMMENDATION										597.61

2079

November 16th, 1950.

Mr. Kiyoji KATO,
258 Margaret Avenue,
Winnipeg, Manitoba.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 835

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$597.82.

Cheque in your favour is enclosed for \$563.23
and we have paid the Co-Operative Committee .. \$ 34.58
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS/js
1 encl.

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION

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

10

Winnipeg, Manitoba,
April 14th, 1948.

IN THE MATTER OF THE CLAIM OF
KIYOJI KATO.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
Dominion Government.

S.M. CHERNIACK, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

G.W.R. UPTON, Esq.,

Official Interpreter.

T.P. HORROBIN, Esq.,

Official Reporter.

30

2
K. Kato,
In Chief,
Discussion.

MR. CHERNIACK: I ask leave to amend the claim, my lord.

THE COMMISSIONER: Yes.

MR. CHERNIACK: The value of land and buildings, \$4,000.00,
sale by the Custodian \$871.00, loss \$3129.00.
The personal property claim, \$258.50, sold at
\$99.30. The net loss is \$159.20.

THE COMMISSIONER: I presume you are abandoning the claim
in respect of the Pacific Co-op shares. I see there
is a truck.

10 MR. CHERNIACK: Yes, there is a truck.

THE COMMISSIONER: It is shown in your claim as
\$203.25.

MR. CHERNIACK: That is right, my lord.

KIYOJI KATO, the claimant herein, being
first duly sworn, testified through
the interpreter as follows:

DIRECT EXAMINATION BY MR. CHERNIACK:

Q Mr. Kato, I show you a statement. Was this prepared
in accordance with your instructions?

20 A Yes.

Q Is that your signature? A: Yes.

Q Are the contents true to the best of your knowledge
and recollection? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. CHERNIACK: On behalf of my learned friend I file
the S.S.B. appraisal as Exhibit 2.

(STATEMENT MARKED EXHIBIT NO. 2).

MR. CHERNIACK: Exhibit 1, my lord, sets out that the
property was purchased on February 20th, 1926,
30 from one Kayemon Shickase for \$1500.00 at which

3
K. Kato,
In Chief.
Discussion.

time it was all uncleared. I have in my possession, but I am not filing, my lord, the original deed dated February 20th, 1926, covering the land, and the price is as shown \$1500.00. There was one barn on the premises when it was purchased. The claimant cleared about 6 1/2 acres over a period of some ten years. He constructed extensive ditches, cedar covered, with his own labour, and lumber, from the property. He dug a well and installed a pump, and he planted about 25 mixed fruit trees. The buildings on the land are fully described in Exhibit 1, the years in which they were built and the estimated cost at the time they were built. I would like to point out, my lord, that the ages of the more important buildings in the appraisal are incorrectly estimated. The appraiser indicates that his opinion as to the cost of clearing this land is \$150.00 an acre. The comments on Exhibit 1, my lord, read, "The appraiser fails to note the fruit trees which I planted. They were all fruit bearing. The house was 14 years old, not 25 years as stated in the appraisal; addition two years old, not five, rhubarb house four years old, not ten. I disagree that the condition of the buildings was only fair. They were in good condition and repair. No other family occupied except ourselves. We used the whole house including the basement. Value is much under fair market value. This property is well located on main highway near Mission, B.C." Just half a mile from Mission, B.C.,

K. Kato,
In Chief.
Discussion.

my lord. "I used the whole acreage without interruption from the time of my purchase, and cleared and cropped the same. The land is very good for berries and vegetables, very deep soil, and I left it well cultivated and cleared. In my opinion the fair market value at the time of sale by the Custodian would be at least \$4000.00."

10 I have in my possession, my lord, a farm lease dated April 18th, 1942, which shows the crop was sold for \$425.00. I think the Custodian has a copy of that.

THE COMMISSIONER: That, too, appears in Exhibit 2.

You will observe that payment was made from the proceeds of the sale of the crop. That is what is said by the appraiser.

MR. CHENWICK: No, my lord. This lease reads, "yield-
ing and paying therefor, for the said term hereby
granted, unto the Lessor the sum of \$425.00 of
lawful money of Canada (the receipt whereof is
20 hereby acknowledged). I haven't read the whole
lease but it would appear to be cash.

THE COMMISSIONER: Well then, the appraiser apparently
is wrong. In his condition of farm comment on
it, he says "Property not well farmed, Some crops
good, some poor. Rented to Ethel Meyers for
balance of year for \$425.00 to be paid out of
crop." Obviously he is wrong in that, in the
terms of the lease.

MR. CHENWICK: Oh yes, I am not surprised at that.

30 THE COMMISSIONER: I did not expect you would be

K. Kato,
 Esq. Chief.
 Discussion.

enthusiastic about it.

MR. CHERNIACK Q: Now, witness, I show you a written statement. Was this prepared in accordance with your instructions?

A: Yes.

Q Is that your signature?

A: Yes.

Q Do you swear that the contents are true to the best of your knowledge and recollection?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 3).

10 MR. CHERNIACK: On behalf of my learned friend, my lord, I would file his analysis of real property. This is made up of two sheets, my lord. The first is the typewritten sheet which gives an analysis on the basis of the original claim made. The second is a handwritten one that shows the depreciated value, which I have already set out in my claim. Is that correct, Mr. Hunter?

MR. HUNTER: Yes.

MR. CHERNIACK: I file that as Exhibit 4, my lord.

20 (ANALYSIS MARKED EXHIBIT NO. 4).

MR. CHERNIACK: In regard to the items, my lord, other than the truck, Exhibit 3 sets out, "The household articles were stored in my farmhouse and windows boarded. Other articles were left in farm buildings. Truck delivered to R.C.N.P., March 19th, 1942. All other articles being claimed (and the truck specified above) with estimated values, are listed in column of Custodian's analysis of personal property claim", which is the handwritten sheet that your Lordship now has. In estimating

E. Kate,
In Chief,
Discussion.

values I have allowed for depreciation. While I entered--" In relation to the truck, my lord, may I ask my learned friend to produce the R.C.M.P. receipt as well as a copy of the letter which the Custodian sent to Mr. Kate on May 14th, 1943. Meanwhile, my lord, I will file the R.C.M.P. receipt which is dated March 19th, 1942, which acknowledges receipt of a 1928 Ford truck, speedometer reading 34,003, "poor condition".

10 THE COMMISSIONER: I notice your Exhibit 3 refers to the truck. Does that \$200.00 include the household articles as well?

MR. CHERNIACK: No, my lord.

THE COMMISSIONER: That is the truck alone.

MR. CHERNIACK: The truck alone. The balance of \$58.00 and some cents is set out in the analysis.

(R.C.M.P. REPORT MARKED EXHIBIT NO. 5).

MR. CHERNIACK: I will now read the note in Exhibit 3, my lord, with regard to the truck. "While I entered
20 an arrangement on or about March 4th, 1942, to hand over my truck to the Pacific Co-Op Union, the truck had to be turned over to the R.C.M.P. and I delivered it to them in person March 19th, 1942. I understand that the truck was sold by the Custodian to the P.C.U. about April, 1942. I had nothing to do with arranging this sale."

THE COMMISSIONER: The Pacific Co-Operative Union apparently caused a good deal of trouble.

MR. CHERNIACK: I can see that.

30 THE COMMISSIONER: There have been many claims from

E. Kato,
In Chief.
Discussion.

claimants who have taken much the same stand.

10 MR. CHERNIACK: Well, my lord, I would like to file a letter produced from my learned friend's file, or a copy of a letter from the Custodian to the claimant, dated May 14th, 1943. The letter in part states, "Please note that according to information supplied to this office by the Pacific Co-Operative Union, they have effected sale on your behalf of the 1929 Ford light delivery truck you left with them. Before sale was effected, the matter was referred to this office, which on your behalf stipulated that the truck must first be priced by competent appraiser."

I file that as an exhibit, my lord, Exhibit 6.
(LETTER MARKED EXHIBIT NO. 6).

MR. CHERNIACK: It is our contention, my lord, that the Custodian assumed responsibility for the sale in that time. Thank you, my lord.

20 MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted that these items of personal property sold were sold for their fair market value. It is submitted claims made for personal property not sold by the Custodian are exorbitant. It is submitted that the vehicle is not within the terms of reference.

THE COMMISSIONER: Sold by the Pacific Co-Operative?

30 MR. HUNTER: Yes, and as will be seen in Exhibit 4, my lord, it was included in that mass divesting deed which the Custodian made with the Pacific

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Reference is made to the analysis, my lord. The reason the old analysis was filed as well as the new one, my lord, is to show just how bad this man's memory is. He claimed for a horse \$100.00, which in a letter to the Custodian he agreed to sell for \$25.00.

MR. CHERNIACK: Does my learned friend care to file these letters?

10 MR. HUNTER: Yes, I would be very happy. Possibly to save asking the witness, my learned friend will admit these letters.

MR. CHERNIACK: All of them?

MR. HUNTER: Yes. There is considerable correspondence about this horse, my lord. There is not the slightest excuse for the man forgetting the sale.

MR. CHERNIACK: We are not saying he forget it, my lord.

MR. HUNTER: Does my friend admit these, or does he want them identified?

20 THE COMMISSIONER: You are content they go in, Mr. Cherniack?

MR. CHERNIACK: Yes, my lord.

MR. HUNTER: There is a letter of April 12th, 1943, my lord, to the claimant from the Custodian saying, "Referring to your letter of February 25th, we have written to Mr. Hartley, tenant on your property, regarding the purchase of your horse. He has now written us to the effect that, seeing he has fed the horse all winter, he would only offer \$20.00 for the purchase of the animal."

30

9
K. Kato,
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"Please advise us if this is acceptable."

A letter from the claimant to the Custodian dated April 22nd, 1943.

"Regarding to your letter few days ago about the horse. It is quite a low price for the horse at \$20.00 but you may sale it to Mr. Hartly horse only without harness.

10 "Please do not sale any other articles on property of ours whatsoever from now on. (please tell that to Mr. Hartly too)."

A letter from the Custodian to the claimant, dated April 30th, 1943, is,

"Dear Sir: We thank you for your letter of April 22nd in which you state that the price of \$20.00 is too low for your horse. We have no intention of giving it away and we appreciate your advising us what you consider a reasonable price."

A letter of May 12th from the claimant to the Custodian saying,

20 "Dear Sir: I have receive your letter, regarding to the statement you had asked us to name the price of the horse as \$20.00 had been a low price. The horse when I had purchased it cost me \$75.00 without harness.

"Because of being a living thing and had to be fed and taken care that is only reason why we are force to sale which otherwise I would not sell it. So although price is low it could be \$25.00 at least.

30 "Some time ago I had return you my postdated

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cheque"4- the rest is irrelevant as far as the horse is concerned, my lord.

THE COMMISSIONER: Yes. Put them all in as one exhibit.
(LETTERS MARKED EXHIBIT NO. 7).

MR. CHERNIACK: You will note, my lord, that claim has been abandoned.

THE COMMISSIONER: Yes. I understand your friend is putting them in simply from the point of view of credibility. Am I right in that, Mr. Hunter?

10 MR. HUNTER: Yes, my lord. Similarly, my lord, with the sewing machine, the dresser and the phonograph.

THE COMMISSIONER: How do you mean?

MR. HUNTER: In the original claim, my lord, he was claiming for the sewing machine, \$50.00, and in his letter he has agreed to sell it for \$20.00, and I am proposing to file a letter to him asking for his consent, and his reply, if my learned friend will admit these.

MR. CHERNIACK: Yes.

20 MR. HUNTER: First, is a letter of January 6th, 1943, from the Custodian to the claimant, "We have received an offer from Mrs. Ethel Mayers, former tenant on your property, to purchase your Singer sewing machine for the sum of \$20.00, the dresser for \$2.00, and the phonograph for \$5.00. We are submitting these offers for your consideration and if you wish to dispose of these articles at the said prices, collection shall be made by this office and placed to your credit." &

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claimant to the Custodian. "I have received your letter of January 6th which you refer to about selling our sewing machine \$20.00, a dresser \$2.00, and phonograph \$5.00.

"Prices could be better, but however that will do so I would like to have it sold. The dresser belongs to S. Shikase, so he would like his under there name when sold. Yours truly."

These will go in as Exhibit 8.

10

(LETTERS MARKED EXHIBIT NO. 8).

MR. HUNTER: It will be noted from the terms of the lease filed, my lord, that on page 2 thereof, the fourth paragraph of the printed form --

THE COMMISSIONER: I do not think it was filed, was it, Mr. Cherniack?

MR. CHERNIACK: No, my lord.

MR. HUNTER: I thought my friend filed it. That is correct, he didn't.

29 CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Kato, is that your signature on that lease?

A Yes.

Q You have a copy of this, Mr. Cherniack?

MR. CHERNIACK: Yes.

MR. HUNTER: Q: "The lessee further covenants with the lessor that he will properly care for and account to the lessor for any livestock, farm implements, or miscellaneous tools which are left by the lessor in the care of the lessee and such accounting will be given to the lessor or his agent at the

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termination of this lease ; which livestock, farm implements and miscellaneous tools are evidenced by a list signed by the lessee." There is no such list attached to this copy. Whether there was ever such a list, I don't know, my lord, but under the general terms of the lease it would appear that some such procedure was contemplated, and from that I thought I would ask the claimant, my lord.

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(LEASE MARKED EXHIBIT NO. 9).

Q Mr. Kato, in the lease which you made before you left the farm, it provided for certain tools to be shown on an inventory. What was your agreement in regard to farm tools or equipment?

A I made no arrangement whatsoever in regard to the lending of tools.

Q Where did you leave your tools?

A I left them in the barn and the hothouse.

Q And the tenant had the use of your barn and your hothouse?

20

A: Yes, he had the

use of them.

Q Mr. Kato, you agreed to sell your horse for \$25.00, and then originally you claimed \$100.00 for your horse. Why was that? A: Yes, I agreed to sell the horse for \$25.00. In my last claim -- if I was to sell the horse, I would place a valuation of \$100.00 on it and therefore I placed that valuation in my claim.

Q Why did you claim it at all when you had agreed to sell it and it was sold?

30

A If I was allowed to claim for the horse under this Commission, I would have placed a value of \$100.00 on it, but as it is disallowed I washed it out entirely.

Q Why did you agree to sell it for \$25.00 if it was worth \$100.00?

A If I didn't sell the horse, it would have been eating up fodder and one thing and another and I thought under the circumstances it was best to sell it.

THE COMMISSIONER: Do you not think you might let it go, Mr. Hunter, on the assumption the claimant thought he was living in Alberta?

MR. HUNTER: I stop right there, my lord. This property was assessed in 1943, my lord, for land \$506.00, improvements, \$1000.00, total \$1506.00. Taxes, \$28.76. As far as this lease arrangement was concerned, my lord, it was quite a common arrangement and I have seen a number of other situations. It was leased on the 18th of April, 1942, from the 1st of April, 1942, to the 31st of January, 1943, to Ethel Mayers for \$425.00. Ethel Mayers endorsed the claimant's note to the Pacific Co-operative Union and the claimant received a post-dated cheque for \$200.00 which was later collected by the Custodian. That is, what they would do in many cases was to get so much cash and a post-dated cheque for the balance, the theory being it would be paid out of the crop, but in the meantime the cheque was to be held as security.

K. Kato,
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THE COMMISSIONER: It will be interesting to see what explanation the Pacific Co-Operative will make at a later stage.

MR. HUNTER: Yes. But my learned friend was casting some slight discredit on the appraiser and the accuracy of the appraisal and I want to point out he wasn't entirely mis-informed.

10 THE COMMISSIONER: We have had a good many of these Pacific Co-op transactions and certainly I have the impression at the moment that they did things perhaps as they thought in the interests of the evacuated person, but obviously in many instances they made no sufficient explanation to the claimants.

MR. HUNTER: It gives that impression.

THE COMMISSIONER: It is inconceivable there could be this mass misunderstanding on the part of the claimants.

20 MR. HUNTER: Mr. Shinnick will doubtless be there to explain it, my lord. Well, Mr. Shears informs me he has gone to a higher Court, my lord.

THE COMMISSIONER: Perhaps he has already been called upon for his explanation.

MR. HUNTER: Mr. Shears informs me there was a chap by the name of Reid throughout at the Pacific Co-Operative, but I presume he will be the only one available to give the explanation. I think that is all, my lord.

THE COMMISSIONER: Any re-examination?

30 MR. CHERNIACK: My learned friend has done most of what

K. Kate,
Discussion.

I was trying to do in answering except for one thing.

Q This lease that was signed, witness, did it have a list of chattels attached to it?

A Will you let me have the document so he can be certain of what he is speaking.

THE COMMISSIONER: Ask him to refer to Exhibit 9.

MR. CHERNIACK: Q: Yes, this is a copy of Exhibit 9.

A No.

10 MR. CHERNIACK: That is all. Thank you, my lord.

THE COMMISSIONER: That is all, Mr. Kate, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

J. P. Hornobin

"T. P. HORNOBIN"
Official Reporter.