

3425

DATE	DETAILS OF DISBURSEMENTS	AMOUNT
	BALANCE	

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: KOUAKA (Kino) Mrs Moichi

HOME ADDRESS: 28th Ave., and 2nd Rd., Whonock B.C.

REGISTRATION NUMBER 13545 SEX: Female AGE: 57

OCCUPATION: Housewife

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

EMPLOYER: none

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Moichi

ADDRESS OF WIFE OR HUSBAND: 28th Ave., and 2nd Rd., Whonock B.C.

NAMES OF ANY LIVING CHILDREN: 3423 Sam (M) Goji (M) Ben (M)

ADDRESS OF CHILDREN: 28th Ave., and 2nd Rd., Whonock B.C.

AGE OF CHILDREN: 34, 30, 18

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

1. LOCATION AND DESCRIPTION: owns half of S.W. 1/4, Lot 6, Subdivision 14, Town-
Ship 15, District of New Westminster B.C.

Ry Lot 14 S.W. 1/4 Sec 6 Plan 2721 (9.83 ac)
C.T. 145764 E. (4.21 ac) with husband Moichi

2. BUILDINGS AND OTHER IMPROVEMENTS: registered in husband's name

Land 600

Imp. 400

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

4. TAXES (Amount and where payable) 1942 Land Levy \$4.11
none

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

none

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

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In husband's name
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: none Husband Motoki Kosaka
9. IF FARM LAND STATE CROPS SOWN: none

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Lot 8, Subdivision 14, Township 15,
District of New Westminster, Municipality of Richmond.

2. LANDLORD'S NAME AND ADDRESS: none

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

4. STATE WHEREABOUTS OF LEASE: none

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

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

STATEMENT OF PERSONAL PROPERTY OWNED:

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

All in husband's name. - (debtors only effects)

Handwritten signature

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

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

4. INSURANCE CARRIED ON ABOVE PROPERTY: none
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: none
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) none
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) none
8. BANK ACCOUNTS: none
9. LIFE INSURANCE: none
10. INTEREST IN ANY ESTATES OR TRUSTS: none
11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: none
2. TRADE DEBTS: none

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

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

Dated this 13th day of April 1942.

(Signature)

Kinoo Kosaku

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE Nov. 17, 1942

No. 3425

Name KOSAKA, Kinoo (Mrs. Moichi)
(Surname in Block Letters)

Registration No. 13545

Male - Female
(Check)

Age Nov. 28, 1884

Former Address 28th Ave., and 2nd Rd., Whonnock, B. C.

Date Evacuated April 16/42 Naturalized - Canadian-Born - National
(Check)

Present Address Lethbridge, Alta. *Aug 5/47 Picture Butte Alta*

Married - Single
(Check)

Name of Wife _____

Name of Husband Moichi #13542

Name of Mother HATANO, Koku (Dec'd) Name of Father (?) Hosen (Dec'd)

Names of Children under 16 _____

Requested by C. Girard Registered with Custodian yes
(Yes or No)

Additional Information Joint possession of property

SUMMARY

REAL ESTATE

File 3425.

Kinoe KOSAKA - Reg. No. 13545.

Real Estate: This file and the joint files 2924 and 3425 reveal that Kinoe Kosaka owned Lot 24 of South West quarter of Section 6, Township 15, Map 2721, Municipality of Maple Ridge, District of New Westminster, at 28th Avenue and 2nd Road, Whonnock, B. C., jointly with her husband, Moichi Kosaka.

See Real Property Summary dated December 4th, 1945, re this property and details of administration and Liquidation on this file.

The above summary is certified
to be in accordance with the
information on file.
August 5th, 1947.

B. R. Dusenbury
B. R. Dusenbury,
Office of the Custodian.

BRD/P.

REAL PROPERTY SUMMARY

Files 2924, 3425.

V.L.A. B.C. 68-P

JAPANESE NAME: Moichi KOSAKA - - Reg. No. 13547
Kinee KOSAKA - - Reg. No. 13545.

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

PROPERTY ADDRESS: 28th Ave., and 2nd, Road, Whonnock, B. C.

LEGAL DESCRIPTION: Lot 14 of the South West quarter of Section 6 Township 15
Map 2721, Municipality of Maple Ridge, D.N.W.

TITLE: In name of Kinee KOSAKA and Moichi KOSAKA - Joint Tenants.

ENCUMBRANCE: Vesting in Custodian 24542, 25th August 1942.

ASSESSED VALUE: 1943 - 9.83 acres.
Land \$600.00
Improvements \$400.00 Total \$1000.00 Taxes \$24.00.

CLASSIFICATION: Berry and vegetable farm with buildings. Moichi KOSAKA declared a crop of raspberries, asparagus, strawberries, boysenberries and 40 fruit trees. Also on land a 1 storey 5 room house, wash house, barn, woodshed and chicken house. There is no inspection report on file. The insurance policy in Patriotic Assurance Ltd., confirms the number and general character of the buildings, and are insured for \$500.00. Vancouver agents, Wilson Insurance Agencies Ltd. The chicken house is 20 x 30, the barn 20 x 20 and woodshed 15 x 20.

HISTORY OF ADMINISTRATION: The farm, with buildings, was leased by the Custodian in June 1942 to end of the year to Chas. B. Telford for \$50.00 and the lease renewed to the end of 1943 for taxes. Rentals for both years were paid. Buildings were insured by the Custodian as above for \$500.00 the policy expiring March 12th, 1946. The policy was assigned to and premium paid by The Director, The Veterans' Land Act.

SOLD: To The Director, The Veterans' Land Act for \$487.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS: Released to Joint credit of Kinee and Moichi KOSAKA - Sale Price \$487.00, plus 1942 rental \$50.00 total \$537.00; less Taxes \$24.11, Certificate of Encumbrance \$1.00, registration fee \$3.00, legal fee \$15.00, total debits \$43.11. Net amount released \$493.89.

TITLE: Included in C. of T. 169444-E and payment made to Custodian included in cheque dated 14th March 1944.

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

DATED December 4th, 1945.

IM:ML

John Macpherson

Files. 3425 and 2924

Names. KOSAKA, Kinoo and Moichi

Civic Address. 28th Avenue near 2nd Road, Whonnock, B. C.

Legal Description. Lot 14 of the South West $\frac{1}{4}$ of Section 6,
Township 15, Map 2721, Municipality of
Maple Ridge, District of New Westminster.

Classification. Farm. dwelling.

1942

May 22nd

Inventory of chattels on property
(See R. P. File)

SUMMARY

REAL ESTATE

File 3425.

Reg. No. 13545.

Catalogue No. 83
Japanese Name: Kinoe (Mrs. Moichi) KOSAKA.
Civic Address: 750 East Cordova Street, Vancouver, B. C.
Legal Description: Lot 11, Block 60, District Lot 181, Plan 196, Vancouver, B.C.
Classification: Dwelling.

Registered in name of: Kinoe Kosaka.

Title: Clear.

Sold to: Philip and Anna Stell Agostino, husband and wife, for \$1,200.00 Cash as October 5th, 1943.

Title delivered to: Philip and Anna Stell Agostino as Nov. 23/43. Certificate No. 93394-L. Adjustments completed.

Funds released to: Account of Kinoe Kosaka as Nov. 23/43.

Chattels: Not involved.

Fire Insurance: Transferred to new owner. Policy delivered to them on Nov. 23/43.

Remarks: These premises were handled by Pemberton Realty Corporation Ltd., Agent's, and their report as June 29/42, was received by this office. They state that "this property is in a reasonable state of repair" and that it is rented to P. Agostino for \$25.00 per month. Rents were collected by them as per statements on file and forwarded to this office from time to time and credited to account of Kinoe Kosaka on our books. The administration produced some difficulty as the tenant was accused of "bootlegging" and was warned by the City Prosecutor to discontinue these activities (see Pemberton letter Nov. 10/42 also (letter Pemberton's to Agostino, Nov. 9/42). He continued as tenant and subsequently with his wife purchased the premises as Oct. 5/43. The repairs to the property were not heavy, amounting to \$43.05 during the term of administration.

(Over)

REG. NO.		NAME				FILE NO.	
13545		KOSAKA Kinoo (Mrs. Moichi) (see also file 2924)				3425	
COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY	
			MONTH	DAY	YEAR		
Sentinel Fire Insurance Company	<i>Revised - Policy 13551 - Legal by Kinoo</i> 72357	\$1,000.	Oct.	5	43	750 Cordova St., East, Lot 11, B.C.O.D.L. 181, Van- couver, B. C.	
Patriotic Insurance Co. Ltd.	<i>Transferred to Kinoo</i> 1349613	\$ 500.	March	12th	46	28th Ave., near 2nd Road, Village Whonnock, B. C.	
Legal & General Assurance Soc. Ltd.	<i>Transferred to new Owners</i> 13551	\$2,000.	Oct.	5	1946	750 E. Cordova St. Vancouver, B. C.	

SUMMARY

FIRE INSURANCE

File 3425.

Kinoo KOSAKA - Reg. No. 13545.

Fire Insurance was carried in the sum of \$2,000.00 on the premises having been increased from \$1500.00 as Oct. 5/43, at the request of Mrs. Kosaka. As at date of sale it was transferred to the new owners. A return premium of \$12.00 was allowed Kinoo Kosaka in the adjustments.

No other Fire Insurance in her personal name is indicated on the file. However, she had a joint interest in Fire Insurance on the premises owned jointly with her husband, Moichi, in the village of Whonnock, B. C. (Files 2924 and 3425).

The above summary is certified to be in accordance with the information on file.
August 5th, 1947.

B. R. Dusenbury
B. R. Dusenbury,
Office of the Custodian.

BRD/P.

SUMMARY
LIABILITIES

File 3425.

Kinco KOSAKA - Reg. No. 13945.

The following claims are shown on this file:

B. C. Security Commission, funeral expenses - Ben Kosaka. This was paid, see our letter of Mar. 20/44, file 2944--Estate of Ben Kosaka and File 3423--Isamu Kosaka.	\$63.00 Paid.
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Pacific Co-operative Union. Referred to Joint Account 2924 & 3425 for settlement, as claim is associated with those files and the Joint Account has funds available.	\$26.74 Transferred.
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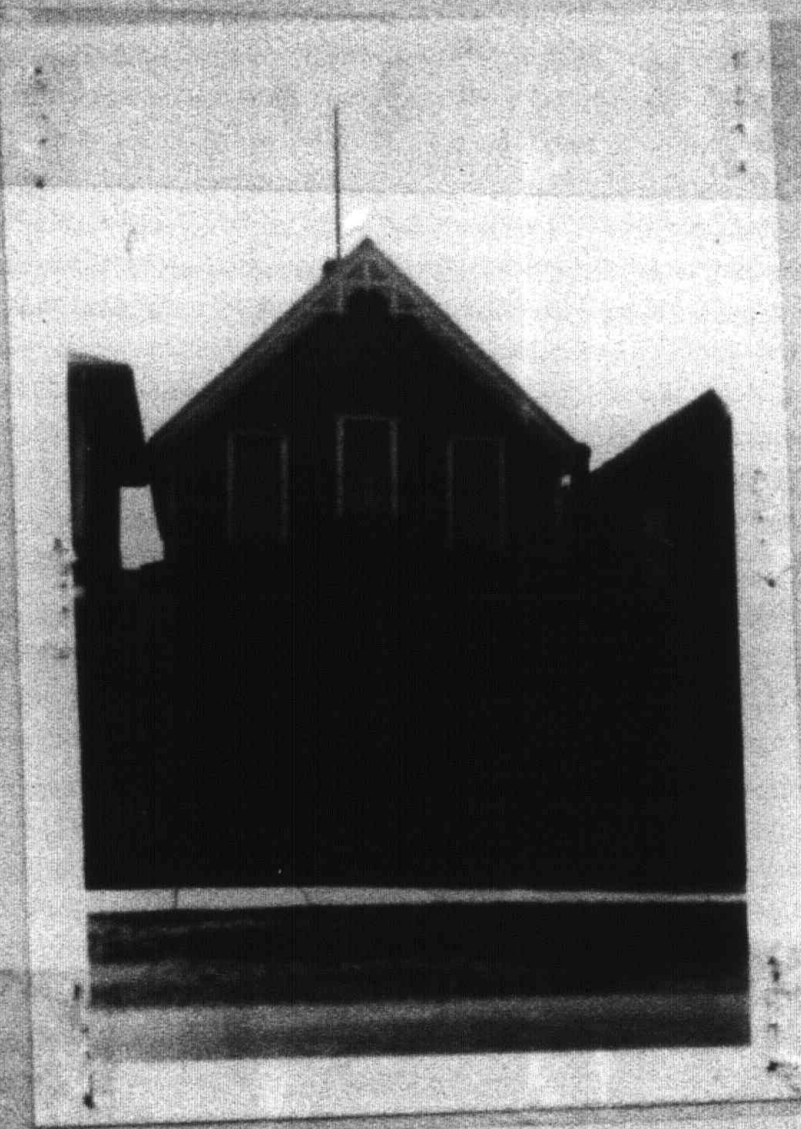
No other indebtedness against Kinco Kosaka is revealed on the file.

The above summary is certified to be in accordance with the information on file.
August 5th, 1947.


B. R. Dusenbury,
Office of the Custodian.

BND/P.

KOSAKA, Kinos (Mrs. Moichi)
750 Cordova St., Vancouver, B. C.
Evac. File 3425

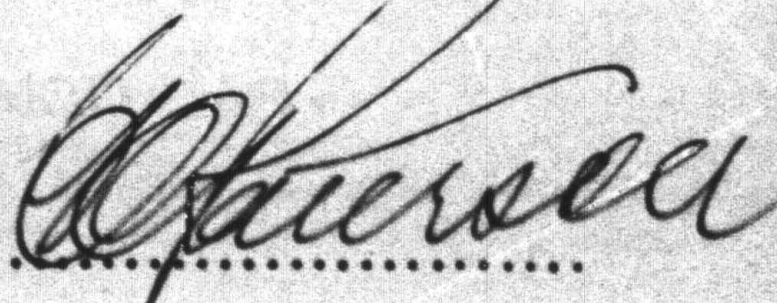


Picture Taken April 9, 1943

CANADA
Province of Alberta }
TO WIT: }

I, GILBERT CURRIE PATERSON, a
Notary Public for the Province of Alberta, by royal authority
duly appointed, residing at the City of Lethbridge, in said
Province, do certify that the paper writing hereto annexed
is a true copy of a document produced and shown to me and
purporting to be the Last Will and Testament of Kinoo Kosaka
late of Lethbridge, Alberta, and dated the 24th day of
September, A. D. 1932, the said copy having been compared
by me with the said original document, an act whereof being
requested, I have granted under my notarial form and seal
of office, to serve and avail as occasion shall or may
require.

DATED at the City of Lethbridge, in
the Province of Alberta, this 30th day of October, A.D. 1950.



Notary Public.

I, KINOE KOSAKA, of the City of Vancouver, in the Province of British Columbia, declare this to be my last will and testament. I do hereby give unto my husband MOICHI KOSAKA all my real and personal estate whatever andwheresoever, to hold unto him, his heirs, executors and administrators, absolutely and forever. And I hereby appoint my said husband sole executor of this my last will, at the same time revoking all former and other wills, codicils, a testamentary dispositions and appointments whatsoever by me at any time heretofore made.

IN WITNESS WHEREOF I, the said KINOE KOSAKA, the testator, have to this my last will and testament contained in this sheet of paper, set my hand and seal this twenty-fourth day of September, A.D,1932.

"Kinoe Kosaka" (Seal)

Signed by the said testator as, and
for her last will and testament,
in the presence of us, present
at the same time, who, at her
request, in her presence and in the
presence of each other have subscribed
our names as witnesses.

"Toyoji Fujiwara"
Whonnock, B.C.
S.

"Walter Young"
141 Gore Ave., Vancouver, B.C.

EXHIBIT No. Aug. 13/48DATE Aug. 13/48
FILE Sgt. Kosaka for Claimant

THIS INDENTURE

Made in duplicate the fourteenth day of September in the year
of our Lord one thousand nine hundred and thirty two (1932).

BETWEEN

MOICHI KOSAKA (Clerk) of 750. East Cordova Street.
State Full Name
Address and City of Vancouver, Province of British Columbia.
Occupation

HEREINAFTER called the
ASSIGNOR OF THE FIRST PART,

AND

KINOE KOSAKA (wife of Moichi Kosaka)
State Full Name
Address and City of Vancouver, Province of British Columbia.
Occupation

HEREINAFTER called the
ASSIGNEE OF THE SECOND PART,

WHEREAS, by articles of agreement dated the fifth day of June
one thousand nine hundred and twenty eight (1928)

and made between JANE M. MOULD

of the first part, and the said Assignor of the second part, the said JANE M. MOULD
did agree to sell and convey in fee unto the said Assignor the lands therein
and hereinafter particularly described subject to the conditions and covenants in said
articles contained;

WHEREAS, the said Assignor has agreed to grant and assign the said Articles of Agreement
and all interest therein, and in the said lands, unto the said assignee;

AND WHEREAS, the said Assignee has agreed to assume the payment of the moneys (being for
"Twenty-five"
principal the sum of Four Hundred and Fifty - - - - (\$425.00) - - Dollars) due under
said Articles;

NOW THEREFORE THIS INDENTURE witnesseth that in consideration of the premises and the
sum of One - - - - - (\$1.00.) of lawful money

of Canada now paid by the Assignee to the Assignor (the receipt whereof is hereby by
him acknowledged), he, the said Assignor, doth hereby GRANT, ASSIGN, TRANSFER AND SET
OVER unto the said Assignee his HEIRS, EXECUTORS, ADMINISTRATORS and ASSIGNS, the said
Articles of Agreement and all rights, title and interest of him, the said Assignor
thereunder and therein; and to the lands therein described, being

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and
being in ~~subdivision~~ the City of Vancouver Province of British Columbia and known
and described as Lot Eleven (11) of Block numbered Sixty (60) in subdivision of
District Lot Number One Hundred and Eighty One (181) Group One (1) New Westminster
District, according to the registered map deposited in the Land Registry Office, at the
City of Vancouver in the Province aforesaid and numbered 196.

AND THIS INSTRUMENT further witnesseth that for the consideration aforesaid he, the said Assignor, has GRANTED, RELEASED and QUITTED CLAIM, and by these presents BOTH GRANT, RELEASE and QUIT CLAIM unto the said Assignee, his HEIRS and ASSIGNS, FOR EVER, all his estate, right, title, interest and claim in and to the herein mentioned properties.

TO HAVE AND TO HOLD the aforesaid lands and premises with all and singular the appurtenances thereto belonging or appertaining, unto and to the use of the Assignee, his heirs and assigns, for ever, SUBJECT, nevertheless, to the reservations, limitations, provisions and conditions expressed in the original grant thereof from the Crown, AND SUBJECT also to the terms of the said Articles of Agreement and Covenants therein contained.

AND THE ASSIGNEE hereby COVENANTS and agrees with the ASSIGNOR that he will ASSUME, PAY and DISCHARGE all moneys due and to become due under said Articles of Agreement, and will INDEMNIFY and SAVE HARMLESS the Assignor against and from the payment of the same or any part thereof, and will observe, keep and perform all the terms, covenants and conditions in the said articles contained, and by the Assignor therein agreed to be observed, kept and performed.

AND the Assignor hereby COVENANTS with the Assignee that there is now due or accruing due and unpaid under the said Articles of Agreement only the sum of Four Hundred and Twenty-five Dollars, payable in monthly installments of \$25.00.

together with interest thereon at the rate of seven (7) per centum per annum from 5th September 1932.

AND THE ASSIGNOR hereby COVENANTS with the Assignee that he has done no act to encumber the said lands, and hath done no act, and hath been guilty of no omission or laches, whereby the said Articles of Agreement have become in part or entirely in anywise impaired or invalid.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body politic or corporate where the context or the parties hereto so require.

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

SIGNED, SEALED AND DELIVERED
By the Assignor in the presence of

State Full Name
Address and
Occupation
of Witnesses

"Walter S. Young"

"141 Gore Ave., Vancouver, B.C."

"Broker"

"Maichi Kosaka"

"SEAL"

SIGNED, SEALED AND DELIVERED
By the Assignee in the presence of

"Walter S. Young"

"141 Gore Ave., Vancouver, B.C."

"Broker"

"Kince Kosaka"

"SEAL"

FOR MAKER

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____ 19____
at _____ in the _____ of _____
(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 person mentioned in the annexed instrument as the maker thereof and whose name subscribed hereto as part and that he know the contents thereof, and that he 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 _____ British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and twenty _____

Dated 14th September 1932

MOICHI KOSAKA

TO

KINOE KOSAKA

ASSIGNMENT
OF AGREEMENT FOR SALE

Lot 11.

Block 60.

D.L. 181. G. 1, N.W.D.

Map #196

DECLARATION OF WITNESS

I, Walter S. Young
of the City of Vancouver
do hereby declare and say:
1. I was personally present and did see the within instrument duly signed and
executed by Motchi Kosaka
2. The said instrument was executed at Vancouver, B. C.
3. I know the said party, and that he is of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of
sixteen years.
SMOKE before me at Vancouver

In the Province of British Columbia, this 16th

Walter S. Young

1932

day of September

~~I, Walter S. Young, do hereby declare and say that the within instrument was executed at Vancouver, B. C.~~
A Commissioner for taking affidavits within British Columbia

Section "FOR ATTORNEY" not completed

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

Sept 24, 1932

Aug. 13/48

FILE Sam Kosaka for Claimant

ARTICLES OF AGREEMENT

made in the Fifth day of June
in the year of our Lord one thousand nine hundred and Twenty-eight
BETWEEN

JANE M. MOULD, of 3012 Alberta Street, in the City of
Vancouver, Province of British Columbia, (Widow)

State Full Name
Address and
Occupation

hereinafter called the "Vendor" of the one part

AND

MOICHI KOSAKA, of 215 Princess Ave. in the City and Province aforesaid (Clerk)

State Full Name
Address and
Occupation

hereinafter called the "Purchaser" of the other part

WHEREAS the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of and from the Vendor the land hereinafter mentioned, that is to say: ALL AND SINGULAR that certain parcel or tract of land and premises situate in the City of Vancouver Province of British Columbia, and more particularly known and described as Lot Eleven (11) of Block numbered Sixty (60)

in sub-division of District Lot No. One Hundred and Eighty-one (181) Group One (1) New Westminster district, according to the registered map of the said sub-division deposited in the Land Registry Office, at the City of Vancouver in the said Province and numbered 196 TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum of Twenty-one hundred - - - - - Dollars (\$2100- - - -) of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned that is to say: the sum of Four Hundred - - - - - Dollars (\$400- - - -) on the execution of this Agreement (the receipt whereof is hereby acknowledged by the Vendor) and the balance as follows: The sum of Twenty-five dollars (\$25) on the fifth day of each and every month hereafter, until the full amount of the purchase price shall have been paid, together with interest at the rate of seven (7) per cent per annum, on the unpaid balance. Said interest to be paid quarterly, First payment of said interest to become due and payable on the fifth day of September 1928

TOGETHER with interest on the monies from time to time owing under this Agreement, at the rate of seven per cent. (7%) per annum, payable on the fifth days of September, December, March and June

ALWAYS PROVIDED, HOWEVER, that the Purchaser may at any time within the above mentioned period pay any portion thereof over amounts required by this Agreement or the balance of the purchase price and interest thereon to the date of such payments, unless this Agreement is rendered null and void as hereinafter provided.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: The Purchaser DOES COVENANT, to and with the Vendor, that he shall well and truly pay to the Vendor the sums of money above mentioned, together with the interest thereon at the rate as aforesaid, both before and after maturity, on the days and times in manner above mentioned; AND also shall pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, and all instalments of principal and interest of local improvements, taxes and assessments now rated and charged, or hereafter rated and charged, against the said lands, including proportion of this years' taxes and charges from date of this Agreement;

PROVIDED that should the Vendor pay the said taxes the same shall be repayable forthwith by the Purchaser, with interest at the rate of Seven per cent per annum from the date of such payment being made by the Vendor

AND will insure and keep insured in the name of the Vendor any buildings which may be on said lands at this date, in a Company to be named by the Vendor, to their full insurable value; AND will pay the Vendor all sums of money that may be paid by him for insurance premiums in respect of fire insurance on buildings on said premises during the currency of this Agreement, and the Vendor shall hold a charge or lien against the lands and premises for the amounts so paid, together with interest as well after as before maturity of this Agreement, at the rate of Seven per cent per annum from the date of each payment.

AND it is further agreed that in the event of such insurance becoming payable through satisfaction of loss, the Vendor, upon receiving such insurance, shall treat the same as a payment on the property, which shall be credited to the Purchaser on this Agreement and will pay or cause to be paid to the Purchaser that part of such insurance remaining after retaining only sufficient to satisfy the Vendor's claims under this Agreement.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid and the surrender of this Agreement, the Vendor does COVENANT with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser, by a good and sufficient deed in fee simple, All the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREE and DISCHARGED FROM ALL INCUMBRANCES, except rates, taxes and assessments, from and after this date, and instalments of local improvements, taxes and assessments, but subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared by the Vendor at the expense of the Purchaser and shall contain the usual statutory covenants and the Vendor will then assign to the Purchaser any Insurance Policies then not matured on said buildings.

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

AND it is expressly agreed that time is to be considered the essence of this Agreement, and unless the payments above mentioned are punctually made at the time and in the manner above mentioned, and as often as any default shall happen in making such payment, the Vendor may at his option and in addition to his other remedies hereunder, give to the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any such default shall continue these presents shall at the expiration of such notice (if the Vendor shall so elect) be null and void and of no effect, and the Vendor shall be at liberty to re-possess, re-sell and convey the said lands to any purchaser thereof, and all the monies paid hereunder shall be absolutely forfeited to the Vendor as liquidated and ascertained damages. The said notice shall be well and sufficiently given if delivered to the Purchaser or mailed under registered cover addressed to the Purchaser at 215 Princess Ave. Vancouver, B. C. or at such other address as the Purchaser shall from time to time specify in writing to the Vendor.

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

THE PURCHASER shall examine the title at his own expense.

THE VENDOR shall not be bound to furnish any abstract of title, or produce any deeds, declarations or other evidences of title, except those in the possession or control of the Vendor, and copies of the title deeds in the possession of the Vendor will only be furnished at the expense of the Purchaser.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisions and agreements, rights, powers, privileges, conditions and liabilities contained in this Agreement shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors, and assigns had been inscribed in all proper and necessary places.

IN THE EVENT of this Agreement being registered, and in the event of default being made in any payment, or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of a satisfactory declaration that such default has occurred and is then continuing at the date of such production.

AND IT IS FURTHER AGREED that the taking of a Judgment or Judgments on any of the covenants herein contained shall not operate as a merger of such covenants or affect the Vendor's right to interest at the rate and at the time aforesaid.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body politic or corporate where the context or the parties hereto so require.

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

SIGNED, SEALED AND DELIVERED
By the Vendor in the Presence of

"Isaac Gowler
Broker
208 Hastings St. East
Vancouver, B. C."

"Jane M. Mould"

SIGNED, SEALED AND DELIVERED
By the Purchaser in the Presence of

"Isaac Gowler
Broker
208 Hastings St. East
Vancouver, B. C."

"Moichi Kosaka"

Section "FOR MAKER" not completed

Section "FOR ATTORNEY" not completed

DECLARATION OF WITNESS

I, Isaac Gowler of the City of Vancouver 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 - - - Jane M. Mould - - - the party thereto, for the purposes named therein.

2. The said instrument was executed at Vancouver, B.C.

3. I know the said party, and that she is of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

SMOKE before me at Vancouver
in the Province of British Columbia, this 7th
day of June 1928

"Geo. F. Jacobs"

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

"Isaac Gowler"

Lot 11
Block 60
D.L. 181

FOR SALE OF LAND

AGREEMENT

MOICHI KOSAKA

AND

JANE M. MOULD

DATED June 5th 1928

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

Sept. 26, 1948.

Isaac Gowler
Bm

ESTABLISHED 1887

Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

418 HOWE STREET
VANCOUVER, CANADA
September 14th, 1943.

EVACUATION SECTION	
SEP 15 1943	
File No.	
Ans.	SEP 16 1943
Referred	Starob

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
VANCOUVER, British Columbia.

Dear Sir:

We have today received an offer from Philip Agostino,
750 East Cordova Street, on Catalogue #83, 750 East Cordova Street,
at a price of \$1200.

Kindly advise us.

Yours truly,

PEMBERTON REALTY CORPORATION LIMITED.

W G Moore

W. G. Moore.

WGM-JM

21st September, 1943.

Department of the Secretary of State,
(Japanese Evacuation Section)
506 Royal Bank Building,
Crenville & Hastings Streets, W.
Vancouver, B. C.

Dear Sir:-

Re Catalogue No. 83, 750 East Cordova Street,
Lot 11, Block 60, District Lot 181.

This lot is situated on the South side of Cordova Street, between Hastley and Kawks Avenues, and is 25 x 120 feet to a 20 foot lane. It is level with the street and lane.

On this there is a seven (7) room, two (2) and one (1) storey frame house with shingle roof - but without basement. The main foundation of the two (2) storey portion is of cement - 30 x 21 feet and the kitchen addition is 12 x 15 foot. On the ground floor there are entrance hall, living-room with fireplace - small arch to dining-room - at the back of which is the kitchen and pantry. A small room, with cupboard under the stairs is entered from the West side of the dining-room. On the second floor are three (3) bedrooms - two of fair size with cupboards and one small one at the front of the upper hall without cupboard. The bathroom has enamel bath - good toilet and basin (basin installed by tenant.) The kitchen sink is modern and has tiled drain-board and backing. Plastering is generally solid - but decoration is poor and some electric wiring needs attention. Many of the windows are extremely loose. Floors are fairly level but boards uneven.

A glass or hot house has been built over the kitchen roof with entrance from the bathroom through a casement window. This has caused a leak which shows in the ceiling of the small room off the dining-room, and the tenant advised the glass roof leaks.

The exterior is of siding in fair condition, as to paint and the shingle roof appears fairly sound.

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-2-

On the back of the property there is a large one (1) storey frame shed with galvanized walls - shingle roof and wood floor - 33 x 22 feet and 10 ft. doors. The floor on the east portion is rotten and that on the west portion in fair condition - on wood sills.

In my opinion a fair valuation is \$1150.00.

Yours faithfully,

Loewen and Harvey, Limited

A.R. Harvey
Director

ey

This Indenture

Made the 27th day of March
 Lord one thousand nine hundred and twenty-five.

in the year of our

572 - 1

In Pursuance of the "Short Form of Deeds Act"

EXHIBIT No.

Aug. 13/48

DATE

FILED BY

Sam Kooka for Claimant

Between

HENRY OSCAR MORGAN, of 325 Homer Street, in

the City of Vancouver in the Province of
 British Columbia, Broker.

(hereinafter called the "Grantor")

and

Insert full Name,
 Street Address and
 Occupation of
 Grantor and of
 Grantee.

SEICHI KOGAKA, of Port Henry in the Province

of British Columbia, Farmer.

(hereinafter called the "Grantee")

Witnesseth, that in consideration of TWO THOUSAND (\$2000.00) - - - - -

Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor, doth Grant unto the said Grantee, his heirs and assigns FOREVER

All and Singular that certain parcel or tract of land and premises situate, lying and being in the Maple Ridge Municipality in the Province of British Columbia, and more particularly known and described as Lot (14) South West Quarter of Section Six (S.W. 1/4 6) Township Fifteen (15), Group One (1), New Westminster District, according to the registered map of the said sub-division deposited in the Land Registry Office at the City of New Westminster in the said Province and numbered 2721.

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 the estate, right, title, interest, property, claim and demand of him, the said Grantor in, to, or upon the said premises

To have and to hold unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; ~~Subject nevertheless~~ to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown and subject to all taxes, rates and local improvement assessments whether already or hereafter assessed.

The said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid

And the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

And the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

And the said Grantor Releases to the said Grantee All His Claims upon the said lands.

Wherever the singular or masculine is used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

In Witness Whereof the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature
of Witness

"R. Brand"

Street Address

"325 Homer Street"

City or Town

Vancouver, B. C.

Occupation of Witness

Building Manager"

"Henry Cecil Akroyd"

FOR MAKER (INCLUDING MARRIED WOMEN)

I Herely Certify that, on the

day of

19 , at

oath of
before me and acknowledged to me that
the maker thereof, and whose name
contents thereof, and that

executed the same voluntarily, and

(whose identity has been proved by the evidence on oath
) who is personally known to me, appeared
the person mentioned in the annexed instrument as
subscribed thereto as part , that know the
of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office,
in the Province of

at
British Columbia, this day of
in the year of our Lord one thousand nine hundred and

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

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

FOR 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 thereto, for the purposes named therein.
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 , 19

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

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I, **Merryl Gerrity** that, on the _____ day of _____, 19____, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____) who is personally known to me, and that he is the person of the said _____ and affixed the seal of the said _____ 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 _____

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

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

Richards, Atwood & Co.,
Estate Agents
Vancouver, B.C.

Maple Ridge Municipality, B.C.

Township 15,

S.W. 1/4 of Sec. 6,

Lot 14,

The Vancouver Stationers Limited, Law Printers and Stationers
Vancouver, B.C.

Head of Land

MOICHI KOSAKA.

TO

NEWY CERTIFICATE ANNOTED

Dated 27th March 1925

27209

CANADA
PROVINCE OF BRITISH COLUMBIA
To wit:

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

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

I, **Merryl Gerrity** that, on the _____ day of _____, 19____, in the Province of British Columbia, this _____ day of _____, in the year of our Lord one thousand nine hundred and _____

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ under authority of a power of attorney which has not been revoked, thereto voluntarily as the free act and deed of the said _____ knows the contents of said Instrument and subscribed the name of the said _____ to the annexed instrument as the maker thereof, that the said _____ is the same person mentioned in the said Instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said _____, who is personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of _____ to the annexed instrument as the maker thereof, that the said _____ (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 person who subscribed the name of _____ to the annexed instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said _____, knows the contents of said Instrument and subscribed the name of the said _____ thereto voluntarily as the free act and deed of the said _____ under authority of a power of attorney which has not been revoked, IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ day of _____, in the year of our Lord one thousand nine hundred and _____

DO SOLEMNLY DECLARE THAT
1. I am the attorney named in the Power of Attorney referred to in the above acknowledgment.
2. At the time of the execution of the annexed instrument, I had not received any notice of revocation of the said Power of Attorney by death or otherwise.
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.

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

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

Sept. 27, 1944

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OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
NOV 17 1942 November 9, 1942

Mr. Phillip Agostino,
750 E. Cordova St.,
Vancouver, B. C.

Re: 750 E. Cordova Street

Dear Sir:

On October 20th, we received the following letter from
the City of Vancouver:

"I am advised by Inspector Corbett of the Vancouver Police
Force that liquor is being illicitly sold at the above premises.

It appears that Phillip Agostino was convicted on
September 2nd last for keeping liquor for sale on the above
premises.

My information is that you are the owner of the above
premises and this therefore is notice that it will be necessary
for the Police Department to take steps to have the above
premises padlocked unless the present practice of illicitly selling
liquor there is discontinued."

We must notify you that any future infractions in this
connection will result in our taking action to obtain vacant
possession of the property you now occupy.

Yours truly,

PEMBERTON REALTY CORPORATION LIMITED

Rental Department

GHJ:WH

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November 11, 1942

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
NOV 17 1942

Messrs. Pemberton Realty Corp., Ltd.,
418 Howe Street,
Vancouver, B. C.

Dear Sirs:

re Agostino

This will confirm our telephone conversation wherein I suggested to your Mr. Johnston that the interests of justice would perhaps be served if you pointed out to Agostino that unless he discontinued his bootlegging activities you of course would require him him to vacate the premises. If the police report unfavourably I will of course have to ask you to dispossess Agostino.

Yours truly,

s/City Prosecutor.

EW/D

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THE MUTUAL LIFE ASSURANCE CO. OF CANADA

Head Office,
Waterloo, Ontario.
March 10, 1943.

Claims Department

The Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B.C.

2944
3423
3425

Dear Sir:

Re: Policy No. 556,434 - Ben Kosaka, Deceased

We have recently been informed of the death of Ben Kosaka, who, we have been advised, was evacuated from British Columbia to - c/o W. Brown, Picture Butte, Alberta. This assured's death on December 12, 1942, resulted from an accident while driving a team of horses. Dr. Fowler in Lethbridge attended this policyholder at the Gault Hospital, Lethbridge.

Under this policy there will be payable the face amount of \$1,000.00, plus accumulated dividends of \$3.33. The beneficiary is the assured's brother, Isamu KOSAKA, whose address is given as - c/o W. Brown, Picture Butte, Alta.

We expect our Vancouver office at 402 Pender St. W., Vancouver, B.C. to attend to completion of the required proofs of death.

We are writing your office in order to obtain your direction regarding the payment of this claim.

Yours very truly,

"D.A. Roberts"

Assistant Secretary.

DAR
s

November 18th, 1943.

MEMORANDUM

TO: Mr. P. H. Russell

FROM: Mr. D. A. Cramer

Kinco KOSAKA
Lot 11, Blk. 60, D.L. 181,
Group 1, N.W.D., Plan 196.

With reference to the above property which was recorded in the Vancouver Land Registry Office, November 9th, 1943, we enclose herewith the following documents in connection therewith:

1. Copy of application number 93393-L dated November 9th, 1943, registering the property in the name of the Custodian (Transmission).
2. Copy of application number 93394-L dated November 9th, 1943, registering the property in the names of Philip Agostino and Anna Stell Agostino - Joint Tenants, (Deed).
3. Duplicate of Transmission dated October 15th, 1943,
4. Duplicate of Deed dated October 15th, 1943 - Secretary of State to Philip Agostino and Anna Stell Agostino - Joint Tenants.
5. Certificate of Indefeasible Title number 93394-L dated November 16th, 1943, covering the above property in the names of Philip Agostino and Anna Stell Agostino - Joint Tenants.

D. A. Cramer

DAC:AM
Encls.

Catalogue No. 83
File No. 3425

Receipt of Certificate of Title No. 93394-L is by us hereby acknowledged
and we agree that all adjustments and incidents in connection with the sale
to us of the property covered by the said certificate have been settled.
Receipt is also acknowledged of Legal & General Assurance Society Limited
policy No. 13551 with assignments thereof in quadruplicate.

Dated at Vancouver, B. C., this 23 day of November 1943.

Philip Agostino
Anna Stella Agostino

catalogue 83

NOV 27 1947

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

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

3125

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

- (1) NAME KOSAKA KINDE (RCMP) Reg. No. 13545
(Print) Surname Given Name
- (2) Pre-Evacuation Address P.O. Box 215, WHONNOCK, B.C.
- (3) Present Address 1601 - 2ND AVENUE, A. NORTH, LETHBRIDGE, ALTA.
- (4) REAL ESTATE
- (a) Street Address (if any) 750 CORDOVA ST. E. VANCOUVER, B.C.
City or Municipality Province

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

LOT 11, BLOCK 60. DISTRICT LOT. 181
PLAN 196.

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

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

Type of business

Large Garage

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

Sole Owner

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

- (i) Land - - - - - \$
(ii) Buildings - together - - - - - \$ 2000.00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - \$

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 2000.00

(v) Amount at which Custodian sold property and credited your account - - - - - \$ 1153.85

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - - - \$ 846.15

(5) PERSONAL PROPERTY

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

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

(c) How stored or packed at time of evacuation

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

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

Custodian

1.	Estimated Value \$
2.	Estimated Value \$
3.	Estimated Value \$
4.	Estimated Value \$
5.	Estimated Value \$
6.	Estimated Value \$
7.	Estimated Value \$
8.	Estimated Value \$
9.	Estimated Value \$
10.	Estimated Value \$
TOTAL CLAIM FOR PROPERTY LOSS \$	

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

(6) (a) Place at which claimant prefers to be heard.
(b) Do you require the services of an interpreter at the hearing? Yes or no

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

DOMINION OF CANADA
TO WIT:
1. *K. Kestala*
of *Lebanon*
DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the *City of Montreal* in the *Province of Quebec* this *20th* day of *November* A.D. 1947.

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

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927, CHAPTER 98.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(HIS HONOUR JUDGE L.H. STACE, SUB-COMMISSIONER).

10

Letbridge, Alberta,
August 15th, 1948.

IN THE MATTER OF THE CLAIM OF
KIMIE NEMAKI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

G.E.A. RICE, Esq., K.C.,

appearing for the
Dominion Government.

SIAMU KOSAKI, Esq.,

appearing for the
Claimant.

MISS ELLIE THOMAS,

Secretary.

MRS. LUCIE HANFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

20

R. Kosaka,
In Chief.

THE SECRETARY: Case No. 570, Kinoo Kosaka.

MR. S. KOSAKA: Your Honour, may I take the place of
my mother?

THE SUB-COMMISSIONER: Well if there isn't any objection.
Yes, I guess that would be all right. What case
is this one that you have just called?

THE SECRETARY: Kinoo Kosaka. Were you going to give
evidence for your mother?

MR. S. KOSAKA: Yes.

10 THE SUB-COMMISSIONER: Very well.

SIAMU KOSAKA, a witness called on behalf
of the claimant herein, being first
duly sworn, testified as follows:

THE WITNESS: This is the Cordova Street property, is
it? I have three claims here.

THE SUB-COMMISSIONER: You will deal first with your
mother's claim. You have a claim for \$846.15
and you will deal with that claim only at this
time.

20 MR. RICE: I should assist him perhaps, your Honour,
that the whole claim we are dealing with at this
time is Lot 11, Block 60, District Lot 181,
Plan 196, and the property is in Vancouver and
it is 750 Cordova Street east.

THE WITNESS: Yes. The land and buildings were valued
at \$2000.00 and the amount at which the Custodian
sold the property and credited it to our account
was \$1153.85, and the balance that we claim for
is \$846.15. I have a receipt here on June 5th,
1928, that we bought that house for \$2100.00 and

put repairs on it. We jacked up the house, put in concrete foundations, put in a new pipe frame from the main copper pipe inside of the house. We took off the old porch and put on a new one, renovated the inside of the house and redecorated, and we built a large garage in the rear, 33 x 22.

THE SUB-COMMISSIONER: Q: What did your repairs cost?

10 A I can't arrive at an exact figure, but at the time we estimated it cost us about the same price that we paid for the house after we were all through. We built a glass porch upstairs, put in a new bathtub and toilet, painted the outside of the house, shingled and oil stained the roof, put in a stain-proof sink, toilet, drain, and a drain board around the wall of the sink, put in a row of
20 frosted windows in the kitchen, and in the kitchen, dining room and hallway they were laid with inlaid linoleum valued at about \$75.00 and he gave us a \$10.00 rental on the linoleum with the understanding that they would return it to us. In the same house we had a Heintzman piano, a new Westinghouse refrigerator --

MR. RICE: -- just a minute, now. There is no claim for a Heintzman piano, a Westinghouse refrigerator or any other chattel. The only claim here is with respect to the house.

THE SUB-COMMISSIONER: Q: Whose piano was that, yours or your mother's?

A: Mine.

30 Q You are only dealing with your mother's claim now. That will come up with your claim later on,

4
G. Kosaka,
In Chief.

I presume?
all then.

A: That will be

Q Do you wish to file that receipt as an exhibit?

A Yes.

THE SUB-COMMISSIONER: That will be Exhibit 1.

(RECEIPT MARKED EXHIBIT NO. 1).

A I have another agreement for sale here that
should go in as an exhibit, I think.

THE SUB-COMMISSIONER: Q: What does that agreement
pertain to? Is it this property?

10

A Yes, that property.

Q Who is the agreement between?

A Jane M. Mould of 3012 Alberta Street, in the city
of Vancouver, and it is to Moichi Kosaka of
215 Princess Avenue, but that was transferred to
Kinoo Kosaka later on and here is the transfer
between the two.

Q Do you wish to file that as an exhibit?

A Yes, I would like to file that.

20

(ASSIGNMENT MARKED AS EXHIBIT NO. 2).

MR. RICE: What is that?

THE SECRETARY: Exhibit 2 is the assignment of the
agreement.

THE WITNESS: That will be all, your Honour.

THE SUB-COMMISSIONER: Will you answer Mr. Rice, please.

CROSS-EXAMINATION BY MR. RICE:

Q Who is Moichi Kosaka?

A My father.

30 MR. RICE: I wish to submit first, your Honour, that

5
S. Kosaka,
In Chief.
Cross-Exam.

this property was sold at its fair market value.

Q Well, this assignment, Exhibit 2, is an assignment from your father to your mother?

A That is right.

Q Have you the agreement of purchase of the property?

A Yes.

Q I observe this agreement of purchase which is dated the 5th day of June, 1928, between Jane M. Mould, as vendor, and Moichi Kosaka, your father, as purchaser, your father agreed to buy the property for \$2100.00 and to pay for the same by monthly installments of \$25.00 per month.

A Correct.

THE SUB-COMMISSIONER: You had better file that agreement as an exhibit.

MR. RICE: I don't know whether he wants to file it or not.

THE WITNESS: Yes, I wish to file that as an exhibit. (AGREEMENT MARKED EXHIBIT NO. 3).

20 MR. REE: Q: When did your mother vacate the property? 1942, wasn't it, or later?

A No, we were living in that house. My family, I am married, and my family was living in that house and my parents were living up in Whonnock, B.C., and we were renting the house from them.

Q When did you vacate then?

A 1942.

Q And you had been living there since 1928?

A Correct.

30 Q I take it that these repairs that you effected over

a period of 14 years would depreciate considerably, would they not?

A There would be some depreciation.

MR. RICE: I wish to submit as an exhibit, your Honour, a copy of the valuation placed on the property by Leewen & Harvey Limited.

(VALUATION MARKED EXHIBIT NO. 4).

MR. REED: I also wish to submit as an exhibit, your Honour, an analysis of the claim.

10 (ANALYSIS MARKED EXHIBIT NO. 5).

MR. RICE: Q The sale price was \$1200.00, was it not, by the Custodian?

A: Yes.

Q That is all.

THE WITNESS: Your Honour, may I make this as an exhibit, too, (indicating)?

THE SUB-COMMISSIONER: Just a minute. Is that all, Mr. Rice?

MR. REED: That is all, thanks.

THE SUB-COMMISSIONER: You have something further to state, have you?

20 A Yes, may I make this another exhibit on the same property?

Q What is that?

A: A letter from Pemberton Realty Corporation Limited. They were going to sell that property for us for \$2000.00.

Q You may read it perhaps.

A "We have your letter of January 22, 1943, in connection with the above property."

Shall I read the whole thing?

30 Q Yes.

A "The insurance does not expire until October 3, 1943, at which time our insurance department will renew and increase to \$2000.00 as requested.

"Our Mr. Moore will make a special endeavour to sell at \$2000.00 and will write you direct in this regard.

10 "At present the Government arrangements are that we report and remit all funds direct to the Custodian department, and they pay taxes and carrying charges other than minor bills on your behalf. They in turn report to you.

"We will contact them today asking that a statement be sent to you. Both properties are still rented to the same tenants who are paying their accounts and taking care of the property.

20 "If you are communicating direct with the Custodian, your file numbers are 3425 for 750 East Cordova Street, and 3423 and 2938 for 550 Cassiar Street."

THE SUB-COMMISSIONER: That will be Exhibit No. 6.
(LETTER MARKED EXHIBIT NO. 6).

THE SUB-COMMISSIONER: Q Did you write to the Custodian after receiving that letter?

A No, I did not.

RE-CROSS-EXAMINATION BY MR. RICE:

30 Q Why didn't they sell it?

A Because they didn't have time to sell it.

Q That letter doesn't say they didn't have time.

A At the time I left I had a chance to sell it for \$1700.00.

Q Why didn't you sell it?

A Because we figured the value was worth more than that.

Q What date is that letter? It is in 1943, January 28th, and the Custodian didn't sell this property until October, 1943. This letter addressed to you by Pemberton Realty Corporation Limited is dated January 28th, 1943. In other words, they had about ten months to sell. Why didn't they sell?

A Well the thing was all tied up and I had written them several letters and they seemed to be confused as to if they were able to sell it or not.

Q You were a bit confused awhile ago, weren't you? You said they could have sold but they didn't have time to sell it?

A That is right.

Q Isn't ten months enough time to sell it?

A Not necessarily.

Q Oh, I see. Well, how much time did you need to sell it -- two or three years?

A You know how it is to sell anything. You can't set any time as to when you can sell it.

Q You told me they would have sold if they had time, and apparently they had ten months to sell and they didn't effect a sale or didn't attempt to effect a sale. Now you say the thing was tied up.

They weren't stopped and you weren't stopped from selling that house?

A: What?

Q They weren't stopped and you weren't stopped from selling that house?

A Not before the Custodian got a hold of it.

Q Or after the Custodian got a hold of it?

A They didn't give me a permit to sell that house.

Q You didn't need a permit to sell?

A Why didn't they say so?

10 A Why didn't you ask them for a permit then? Why didn't you attempt to sell? You went and had an agent try and sell it for you and you didn't succeed and now you are trying to blame the Custodian for it.

A I could have sold that property for \$1000.00 and Pemberton Realty said they could have sold it for \$2000.00 easily.

Q They didn't say they could sell it for \$2000.00 easily. You have got nothing to show that either. That letter doesn't say that.

20

A It is all verbal on that part.

Q Well their letter there speaks for itself, does it not? The Pemberton Realty Corporation Limited says, "Our Mr. Moore will make a special endeavour to sell at \$2000.00 and will write you direct in this regard". Now, did Mr. Moore, or the Pemberton Realty Corporation, Limited, ever write you about a sale of this property for \$2000.00 or any other amount?

30 A No, they didn't write me after that.

S. Kosaka,
Re-Cross Exam.

Q They didn't write you after that?

A No, they didn't write me after that. They seemed to hand the thing over to the Custodian, hand everything over to the Custodian.

MR. REE: That is all.

THE SUB-COMMISSIONER: Q Anything further you wish to say?

A: No.

Q That is all then, is it?

A Yes, that will be all.

10 Q Thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

S.R. Howard
"S.R. HOWARD"
Official Reporter.

Certified correct.

20

SUB-COMMISSIONER.

Name of Claimant **KOSAKA, Kinos**Case **570**Custodian File **5425**

<u>REAL PROPERTY</u>										
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		
1200.00	60.00 12.50									72.50
<u>PERSONAL PROPERTY</u>										
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			
<u>NETS</u>										
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
<u>MISCELLANEOUS CHATTELS</u>										
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			
TOTAL RECOMMENDATION										72.50