

3765

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 Kaiwa, Bukeichi

HOME ADDRESS: P.O. Box 84, Pitt Meadows, B.C. House No. 49.

REGISTRATION NUMBER 14125 SEX: Male AGE: 59

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: Kameyo

ADDRESS OF WIFE OR HUSBAND: P.O. Box 84, Pitt Meadows, B.C. House No. 49.

NAMES OF ANY LIVING CHILDREN: Futo, (M); Rike, (M); Senayo, (F); Mary, (F)

ADDRESS OF CHILDREN: P.O. Box 84, Pitt Meadows, B.C. House No. 49.

AGE OF CHILDREN: 17; 10; 25; 21;

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

1. LOCATION AND DESCRIPTION: Maple Ridge Dyking District, Pitt Meadows.
The South Half of the East Half of the South East Quarter of Section two (2)
Block number five (5) North, Range one (1) East.

2. BUILDINGS AND OTHER IMPROVEMENTS: Two houses one consisting of 40 rooms
while the other 1 room both wooden frame houses, 1 garage, 2 barns, 2 sheds,

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

4. TAXES (Amount and where payable) \$15.00 paid in full 1941 Receipt No. 3066 to
the Municipal Hall, Pitt Meadows. Also \$15.00 paid in full for the City Tax of Pitt
Meadows, Receipt No. 1278 to the Inspector of Dykes, B.C.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)
\$500.00 Mortgage, Title Deed deposited too E.K. Tolmie, 1012 Broughton St., Vancouver,
B.C.

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

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. Mr. E. K. Tolmie, 1012 Broughton St., Vancouver, B.C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. Mr. E. K. Tolmie, 1012 Broughton St., Vancouver, B.C. has a mortgage of \$500.00
9. IF FARM LAND STATE CROPS SOWN Strawberries, raspberries, rhubarb,

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION. none
2. LANDLORD'S NAME AND ADDRESS. none
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID. none

4. STATE WHEREABOUTS OF LEASE. none

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

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

STATEMENT OF PERSONAL PROPERTY OWNED:

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

none

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS. I have dog, which will be given to Mr. Tolmie's Baynes Rd., Pitt Meadows, B.C. I cat which will be left behind.

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

none

CLAIM ON ANY SUCH PROPERTY

4. INSURANCE CARRIED ON ABOVE PROPERTY: none5. 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)

ALL IN OWNER'S POSSESSION.

(10) Shares with the Pacific Co-operative Union, of \$10.00 each, Certificate No.	1543
(4) " " " " " " " " " " " " " " " "	1212
(5) " " " " " " " " " " " " " " " "	947
(4) " " " " " " " " " " " " " " " "	699
8. BANK ACCOUNTS: <u>none</u>	576

9. LIFE INSURANCE: none10. INTEREST IN ANY ESTATES OR TRUSTS: none11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: none2. TRADE DEBTS: noneREMARKS: none

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 10th day of April 1942Armedman

Witness

(Signature)

S. Kaita

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE

23/1/45
Jan. 23/45

Our File No. 3765

Full Name KAITA, Sukeichi
(Surname in Block Letters)

Registration No. 14125

Male - Female
(Check)

Age Oct. 24, 1881

Former Address P. O. Box 84, Pitt Meadows, B. C.

Chilliwack, B. C.

Date Evacuated April 16/42.

Naturalized - Canadian-Born - National
(Check)

Present Address c/o H. B. Johnson, Duffrost, Man.

Homewood, Man.

Married - Single
(Check)

Name of Wife

Name of Husband

Name of Mother IKEDA Kisa

Name of Father Kensuke Dec'd.

Names of Children under 16 Riki (M) 18/4/32

Requested by G. Fox

Registered with Custodian Yes
(Yes or No)

Additional Information Farmer

REAL PROPERTY SUMMARY

Catalogue No.: S.S.B.(B.C.494 P)

File No.3765

Name: KAITA, Sukeichi

Reg.No.14125

Address - 49 Baynes Road, Pitt Meadows, B. C.

Classification: 9.35 acres - approximately 8 acres cultivated but weed infested. Four room new shack, very cheap; a one room shack, garage, 2 small barns and 2 sheds of low value.

Legal Description: SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 2 Blk.5 North Range East Municipality of Pitt Meadows, District of New Westminster.

Registered Owner: Sukeichi KAITA

State of Title: Encumbered #57871C April 21/27 Mortgage A.R.Tolmie \$500.00 Interest 9%. #72266C June 23/33 assignment of mortgage to Eunice K. Tolmie. Encumbrance was paid off and discharge obtained Oct.5/43 Principal \$500.00 Interest \$85.37.

Administration & Revenue: Leased by KAITA to W.T.W.Thompson April 1/42 to Jan.31/43 for \$765.00 which included quantity of chattels and crates. Lessee to pay Pacific Co-operative Union fertilizer account in addition. Lessee filed claim for misrepresentation for shortage of crop acreage as stated in lease. Custodian settled \$278.46 claim for \$194.88. Property leased by Custodian March 15 to December 31/43 for \$150.00. Latter consideration accrued to V.L.A.

Sold to the Director, Veterans' Land Act for \$764.00 Cash as of January 1, 1943.

Title delivered June, 1944.

Payment received June 21, 1944 and net proceeds of \$138.16 was credited to the account on June 28/44 after paying \$36.47, Tax Arrears;\$4.00 - L.R.O.fees; \$585.37 - Mortgage. Legal fees of \$15.00 later charged to the account.

Chattels: Not included in sale of property.

Insurance: None carried.

NOTE: Letter of January 29/43 states that KAITA made living from \$2500 - \$3000 per year from farm.

Certified a Correct Summary of File

Dated: 27/9/45

W.E. Redman
.....

File No. 3765

April 18th, 1945

CLAIMS DEPARTMENT

Sukeichi KAITA - Reg. No. 14125

CREDITORS:-

NO CLAIMS ON FILE.

AMcA:ND

LIABILITIES SUMMARY

File No. 3765

26 September, 1945

Name: KAITA, Sukeichi

Reg. No. 14125

The Pacific Co-operative Union filed a claim for \$106.40 but this account was paid by the lessee under his lease consideration.

W.T.W. Thompson filed a crop misrepresentation claim for acreage shortage for \$278.46. The Custodian settled this claim for \$194.88 and charged KAITA's account.

KAITA was informed and he strongly objected to the settlement.

Certified Correct

Dated: 26/9/45

W.E. Hanson
.....

MEMORANDUM

To: File 3765

December 10, 1943.

From: Specified Articles Department

Re: KAITA, Sukeichi - Reg. 14125

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
TRUCK	1938 Chevrolet Pickup No. T26 License No. (42) C .U. 776	\$525.00

Sold to: McKay & Flanagan

Date: August 19, 1942.

Selling Price: \$576.00

Lien Holder: Commercial Credit

Amount of Lien: \$362.19

Harker

September 26th, 1945

Net proceeds of \$188.28 credited to the account on Dec.29/42.

Note: KAITA stated on January 29, 1943 that a poor deal had been made on the truck as he had paid \$495.00 on it.

Certified Correct

Dated: 26/9/45

W.E. Lamon

PERSONAL PROPERTY SUMMARY

File No. 3765

September 26, 1945

Re: KAITA, Sukeichi, Reg.No. 14125

Chattels: See Supplementary Summary

Specified Articles: See Supplementary Summary.

Stocks and Bonds: KAITA declared 26 Pacific Co-operative Union Shares. These are redeemable shares only; he is also the holder of 46 \$10.00 P.C.U. unredeemable shares.

3 - 1937, 4 - 1938, 5 - 1939 shares were redeemed at par for \$120.00 and credited to account on March 8, 1945 and the certificates were sent to this office upon request, April 6, 1945.

Interest on Shares has been credited to account as follows: \$13.60 on Nov. 10, 1942, \$5.66 on Feb. 25, 1944, and \$5.66 on April 24, 1945.

\$40.00 1940 Shares and \$100.00 1941 Shares will be redeemed early in 1946 and 1947.

Life Insurance: KAITA DECLARED no Life Insurance. However, the Insurance Company notified us of two Sun Life policies of undisclosed denomination.

Kaita requested that we pay his premiums from his credit balance October 9, 1943 but was informed that sufficient funds were not available.

The Insurance was not brought under control by the Custodian.

Certified Correct

W. E. Hanson

Dated: 26/9/45

FARM LEASE

.....

EX-104 No. 3

DATE 17 April 1948
FILED BY

THIS INDENTURE made in duplicate this sixth day of April A.D. 1942 S. M. CHERNIACK
IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:

SUKREICHI KAITA of Pitt Meadows in the
Province of British Columbia -
farmer (hereinafter called the Lessor)

Of the first part

AND

WILLIAM T.W. THOMPSON of the same place
Farmer
(hereinafter called the Lessee)

Of the Second Part

WITNESSETH THAT, for and in consideration of the rents, covenants and 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 Pitt Meadows in the District of New Westminster, Province of British Columbia, more particularly described as:-

South East quarter of South East quarter Section Two (2) Block (5) North Range One East, containing nine and one half acres.
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 (10) 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 Seven Hundred and sixty five (\$765.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged) and it is understood and agreed that there is included in the above price the following:-

Five (5) beds
Three mattresses
One kitchen stove
Two heater stoves
Eight (8) chairs
Sixty six (66) posts (fence)
Five (5) cords wood
Forty (40) raspberry crates
Eighty-nine (89) strawberry crates

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;

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:-

Five (5) acres of raspberries
Two (2) acres of strawberries
One quarter ($\frac{1}{4}$) acre of boysenberries
One quarter ($\frac{1}{4}$) acre of rhubarb

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 and 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 an Agreement of his own with Pacific Co-operative Union;

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 the year 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.

THE LESSEE AGREES to assume and pay the fertilizer account at Pacific Co-operative Union amounting to approximately One hundred and twenty-six (\$126.00) Dollars, being for fertilizer supplied to the Lessor in the year 1942.

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 any 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.

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
SUKEICHI KAITA and WILLIAM T.A.
THOMPSON in the presence of

"M.M.Fletcher"

" S. Kaita"

L.S.

" W.T.D."Thompson

L.S.

AFFIDAVIT OF EXECUTION

1. 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 SUKEICHI KAITA and WILLIAM T.A. Thompson, the parties thereto, duly sign and execute the within instrument, for the purposes therein named.

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

"J.N. Campbell"
A Commissioner for taking affidavits
within British Columbia.

"M.M.Fletcher"

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

June 1st 1948

Can W. C. C. C.

834 - 5

DATE 14 April 1948

FILED BY

S. M. Cherniack

ROYAL CANADIAN MOUNTED POLICE
EXHIBIT REPORT

Seizure No. T 26

DETACHMENT FILE NO.
SUB-DIVISION FILE NO.
DIVISION FILE NO.
HEADQUARTERS FILE NO.

DETACHMENT
SUB-DIVISION
DIVISION
DATE

RE: Suchechi KAITA Force Rd Pitt Meadows B C
on 1942 Goodfellow K.E.

Came into possession of the following goods by:

LICENSE NO.	(42) CU776	TIRE NUMBERS
MAKE & MODEL	(38) Chev Truck	5
SERIAL NO.	9131480014	
ENGINE NO.	1291810	
SPEEDOMETER READING	38362	
CONDITION	Appears Good	

EXTRA EQUIPMENT

DESCRIPTION AND CONDITION
VERIFIED Appears Good

"S. Kaita"
Signature of Owner
Japanese Registration 14125

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

"J.G. Allan"

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 31st 1948

[Signature]

834 - 6

EXHIBIT NO.

14 Apl 1948

DATE

FILED BY

S.M. Cherniack

Re: Sukeichi KAITA

USED CAR APPREISAL RECORD

McDermott Motors Ltd

NAME: T 26

ADDRESS: Good Condition

Tires Good 5

Make

Chev

Body style

Light delivery

Year

1939

Serial

91314

80014

Mileage

38362

Selling Price

\$525.00

Appraised by "W. Grone"

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

May 29th 1948

C.M. Murley

IN THE MATTER OF FARM LEASE APRIL 6th. 1942

SUKUICHI KAITA

to

WILLIAM T. W. THOMPSON

STATUTORY

DECLARATION

I, William T. W. Thompson of Pitt Meadows in the Province of British Columbia, Fruit Farmer, do solemnly declare:-

1. That on the 6th. day of April A.D. 1942 I leased from Sukuichi Kaita of Pitt Meadows aforesaid, part of the South East quarter of the South East quarter of Section Two (2) Block Five (5) North Range One (1) East containing Nine and one half (9½) acres, in the Municipality of Pitt Meadows, for a term of ten months from the first day of April A.D. 1942, at a rental of Seven hundred and sixty-five (\$765.00) Dollars.

2. That at the time of entering into the said lease, the said Sukuichi Kaita represented to me that the growing crops on the said land consisted of the following:-

Five (5) acres of raspberries
Two (2) acres of strawberries
One quarter (¼) acre of boysenberries
One quarter (¼) acre of rhubarb

and it was on this basis that I paid the aforesaid rental of \$765.00.

3. That I now find that the aforesaid acreages have been greatly exaggerated.

4. That on or about the 6th. day of August A.D. 1942 in company with one A. Christie of 2295 Grant Street, Vancouver, British Columbia, I carefully measured all of the growing crops of the various kinds on the said lands and found that there were:-

A.	4 plots of raspberries totalling 7320 sq. yds. or	1.51 acres
B.	1 " strawberries " 3700 " or	.77 "
C.	1 " boysenberries " 9.75 " or	.002 "
D.	1 " rhubarb	.25 "
	Total	2.532

being all of the acreage in growing crops on the aforesaid land.

5. That the shortage in acreage on the said lands in the various kinds of crops is as follows:-

Raspberries	3.49 acres
Strawberries	1.23 "
Boysenberries	.248 "
	4.97

making a total shortage of 4.97 acres out of a total of 7.5 acres leased.

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 Mission City in the Province of British Columbia this 16th day of September A. D. 1942.

W. T. W. Thompson

H. P. Campbell
Commissioner for taking affidavits
in and for British Columbia

STATUTORY

DECLARATION

1. *(R)* *wife of defendant*
Charlotte Christie of the City of Vancouver in the Province
of British Columbia, do solemnly declare:-

2. That on or about the 6th. day of August A.D. 1942 in company with
William F. A. Thompson, Lessee of part of the South East quarter of the
South East quarter of Section Two (2) Block Five (5) North Range One (1)
East containing 9½ acres, in the Municipality of Pitt Meadows, I assisted
in the measuring up of all the plots of the various kinds of growing crops
on the lands aforesaid and found that there were:-

A.	4 plots of raspberries totalling	7320 sq. yds.	or	1.51 acres
B.	1 " strawberries "	3700 "	or	.77 "
C.	1 " boysenberries "	9.75 "	or	.002 "
D.	1 " rhubarb			.25 "
Total				2.532 "

being all of the acreage in growing crops on the aforesaid lands.

3. That particular pains were taken with the measurements and comput-
ations of the aforesaid acreages and I am satisfied that they are correct.

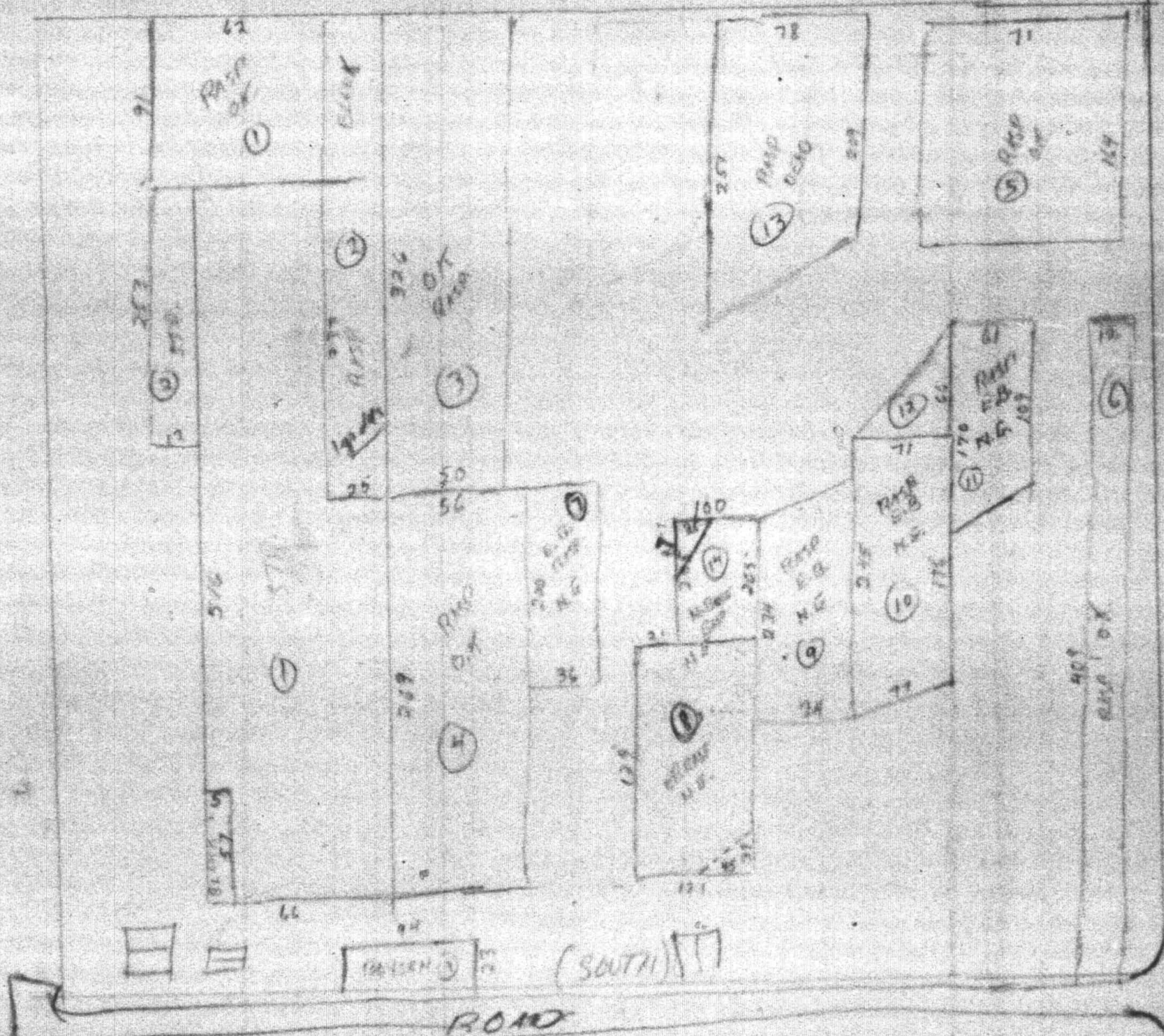
And I make this solemn declaration conscientiously believing it to
be true and knowing that it is of the same force and effect as if made under
oath and by virtue of The Canada Evidence Act.

Declared before me at Mission City in
the Province of British Columbia this
day of September 4. D. 1942.

Charlotte Christie

(Signature)
Notary Public for British Columbia
British Columbia, Canada

AD5 THOMPSON
ATT MEXICANS
(NORTH)



KAITA
MRS. W. T. A. THOMPSON
PITT MAR 20 1905

STRINGS

$$\begin{array}{r} \textcircled{1} \quad 516 \\ \quad 66 \\ \hline 3096 \\ 3096 \\ \hline 24056 \end{array}$$

$$\begin{array}{r} \textcircled{2} \quad 253 \\ \quad 12 \\ \hline 566 \\ 253 \\ \hline 3036 \text{ sq ft.} \end{array}$$

BOYD

$$\begin{array}{r} \textcircled{1} \quad 93 \\ \quad 23 \\ \hline 279 \\ 186 \\ \hline 2139 \text{ sq ft.} \end{array}$$

.049 acres

$$\begin{array}{r} \text{Ln. 5147 } 6210 \\ \text{Ln. 237125 } 27946 \text{ sq ft.} \end{array}$$

$$\begin{array}{r} 27846 \\ 3036 \\ \hline \text{TOTAL STRINGS } 30882 \text{ sq ft.} \\ \hline .708 \text{ ACRES} \end{array}$$

RASP

$$\begin{array}{r} \textcircled{1} \quad 91 \\ \quad 62 \\ \hline 152 \\ 546 \\ \hline 5642 \text{ sq ft.} \end{array}$$

$$\begin{array}{r} \textcircled{2} \quad 237 \\ \quad 25 \\ \hline 1185 \\ 474 \text{ (1 sq. ft.)} \\ \hline 5925 \end{array}$$

$$\begin{array}{r} \textcircled{3} \quad 326 \\ \quad 50 \\ \hline 16300 \text{ sq ft.} \end{array}$$

$$\begin{array}{r} \textcircled{4} \quad 269 \\ \quad 56 \\ \hline 1614 \\ 1345 \\ \hline 15064 \text{ sq ft.} \end{array}$$

$$\begin{array}{r} \textcircled{5} \quad 164 \\ \quad 71 \\ \hline 1148 \\ 11644 \text{ sq ft.} \end{array}$$

$$\begin{array}{r} \textcircled{6} \quad 409 \\ \quad 12 \\ \hline 818 \\ 409 \\ \hline 4908 \text{ sq ft.} \end{array}$$

$$\begin{array}{r} \textcircled{7} \quad 200 \\ \quad 36 \\ \hline 7200 \text{ sq ft.} \end{array}$$

$$\begin{array}{r} \textcircled{8} \quad 129 \\ \quad 121 \\ \hline 129 \\ 258 \\ \hline 15609 \end{array}$$

$$\begin{array}{r} 205 \\ 100 \\ \hline 20500 \\ \text{Ln. 17150 } 2350 \\ \hline 18150 \text{ sq ft.} \end{array}$$

$$\begin{array}{r} \textcircled{9} \quad 239 \\ \quad 24 \\ \hline 956 \\ 478 \\ \hline 5736 \text{ sq ft.} \end{array}$$

$$\begin{array}{r} \textcircled{10} \quad 210 \\ \quad 71 \\ \hline 210 \\ 1470 \\ \hline 14910 \text{ sq ft.} \end{array}$$

$$\begin{array}{r} \text{Ln. 15119 } 855 \\ \hline 14754 \text{ sq ft.} \end{array}$$

$$\begin{array}{r} \textcircled{11} \quad 139 \\ \quad 61 \\ \hline 139 \\ 834 \\ \hline 8479 \text{ sq ft.} \end{array}$$

$$\begin{array}{r} \textcircled{12} \quad 21 \\ \quad 33 \\ \hline 213 \\ 213 \\ \hline 2343 \text{ sq ft.} \end{array}$$

$$\begin{array}{r} \textcircled{13} \quad 230 \\ \quad 71 \\ \hline 1840 \\ 1610 \\ \hline 17940 \text{ sq ft.} \end{array}$$

- 5642
- 5925
- 16300
- 15064
- 11644
- 4908
- 7200
- 14754
- 18150
- 5736
- 14910
- 14754
- 8479
- 2343
- 17940

- ⑦ 7200
- ⑧ 14754
- ⑨ 5736
- ⑩ 14910
- ⑪ 8479
- ⑫ 2343
- ⑬ 17940
- ⑭ 18150

89182 sq ft.
RASP N.E.
2.054 ACRES

TOTAL RASP
163749 sq ft.
3.759 ACRES

Blauie
Sukichi Kaita
W. Z. W. Thompson

Contract calls for.

Straws	2.00 acres.
Rasp.	5.00
Boysenberry.	.25
Barb.	.25
	7.50

Actual Measurement.		Shortage.
Straws	.71	1.29
Rasp.	3.76	1.24
Boysenberry.	.05	.20
Barb.	.25	
	4.77	2.73

This is a very bad case. The Rasp
priced as he measured it out of
the 3.76 2.05 is actually dead
of this property a great deal of
it was under water last May-June
with the result that the only berries
alive are on top of the ridges where
the water did not reach them.

NATURE OF ENCUMBRANCE Mortgage or
 (registered) (unregistered)
 MAR 5 1943
 Name of Owner of Property KAITA, Sukeichi Reg. No. 14125
 Address Pitt Meadows, B.C.
 Occupation Farmer Age 59
 Registered Owner of Property Sukeichi KAITA C.T.No. 70536-E

Property:

Property Address Mun. Pitt Meadows
 Legal Description S.E. 1/4 of the S.E. 1/4 Sec. 2, Block 5, N.R. 1 East, N.W.D.
 L.R.O. 72266C Assignment of
 Nature of interest Owner 57871C

Particulars of Encumbrance:

Date 21st April 1927

Parties to document:

Name Sukeichi KAITA Mortgagor
 Address Pitt Meadows, B.C.
 Name Andrew Ross Tolmie Mortgagee
 Address Pitt Meadows, B.C. Gruit Grower

Principal Amount \$500.00

Terms of Payment to be paid on the 21st April, 1930.
 Rate of Interest 9%

Arrears, if any: Principal \$500.00 Interest \$17.62 to March 2/43

Balance owing as at this date Princ. \$500; Int. \$17.62 Total \$517.62
to March 2, 1943

Standing of Taxes: Arrears Current 1942 \$18.48

Insurance:

None to our knowledge
 (1) Agent Company
 Policy No. Amt. Prem Exp. Date
 (2) Agent Company
 Policy No. Amt Prem Exp. Date

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

Dated at Vancouver, B.C. this 4th day of March, A.D. 1943.

CERTIFIED CORRECT:

(Signature)

Farm Appraisal ReportFile No. JL-464Land Description SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 2, Blk. 5, N., Rge. 1, E., N.W.D.Containing 9.55 AcresOwner's Name KAITA, Sukeichi Post Office Address Pitt Meadows, B.C.Nearest Rail Point Pitt Meadows - C.P. Rly. Distance 1 $\frac{1}{2}$ milesMarket Town New Westminster, B.C. Distance 14 "Church (give denomination) Church of Eng., Presby., Pitt Meadows Distance 1 "Nearest School Pitt Meadows, B.C. Distance 1 $\frac{1}{2}$ "State how property was identified: One corner located and map and road check.

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

Property fronts on Baynes Road and there is a narrow gravelled lane, known as Dale Road, along South boundary.In this district a good one? Fair, mostly dairy farms.Employment opportunity Limited at peat plant and Hammond Sawmills.Predominating Nationality and religion: British, Protestant; some Europeans in area.Describe Fencing and its condition: Property all fenced - 3 B.W. Value \$Water supply: 15' dug well at house water poor, & drinking water value \$
hauled from Spring on Ford Road.BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
<u>49.</u>	<u>26 x 27</u>	<u>Frame</u>	<u>9'</u>	<u>Pt. Shgl.</u>	<u>25</u>	<u>Cedar</u>	<u>Poor</u>	
<u>HOUSE</u>				<u>"Rubbr'd</u>		<u>blocks</u>	<u>dirty</u>	<u>275.00</u>
<u>Cabin</u>	<u>12 x 18</u>	<u>"</u>	<u>10'</u>	<u>Shgl.</u>	<u>2</u>	<u>"</u>	<u>Fair</u>	<u>75.00</u>
<u>Garage</u>	<u>16 x 20</u>	<u>"</u>	<u>9'</u>	<u>"</u>	<u>25</u>	<u>"</u>	<u>Poor</u>	<u>25.00</u>
<u>BARN Pkg. shed</u>	<u>20 x 24</u>	<u>Rough Lbr.</u>	<u>10'</u>	<u>Shke.</u>	<u>20</u>	<u>Poles in</u>	<u>Poor</u>	<u>25.00</u>
<u>Food shed</u>	<u>12 x 27</u>	<u>Pole & Shk.</u>	<u>8'</u>	<u>"</u>	<u>25</u>	<u>"</u>	<u>"</u>	<u>nil</u>
<u>BARN</u>	<u>X</u>	<u>Numerous other pole & shake buildings of little or no value, including Bath-house.</u>						
<u>GRANARY</u>	<u>X</u>							
	<u>X</u>							
	<u>X</u>							
	<u>X</u>							
						EXHIBIT No. <u>834-2</u>		
						DATE <u>14</u> <u>Apr. 1945</u>		
						FILED BY <u>M. Chumick</u>		

No electric light available;
nearest poles-Ford RoadTotal present day value \$ 400.00Total Value Buildings add to farm House and outbuildings \$ 300.00Is dwelling habitable without repairs? No. If not what is your approximate estimate of cost to make ithabitable? Needs interior decorating and brick chimney built andgeneral overhaul - \$ 200.00Describe the basement and chimneys: No basement; stove pipe in house and cabin.No. rooms downstairs? 4 Upstairs? nil How finished V. jointAre buildings painted? No. Condition of paint -Distance from nearest bush Unexposed.Note: Particular care must be taken when examining and reporting on foundations, sills and roofs.

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
9.55	Level and low wet land.	10" clay loam.	Clay silt	Small fruits and weeds.	50.00	477.50
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.		NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE	

Total value of Land \$ 477.50

Total added by buildings to value of farm \$ 300.00

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

Total value of farm \$ 777.50

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

All cleared land in a very dirty state with thistles and smart-weed. Buildings all in poor repair. Crop sold to Mrs. Thompson for \$700.00, and if strawberry crop could have been harvested 100%, she would have made money, but doubt whether she will clear expenses.

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

Acreage laid out in small fruit, and too small for any other line, and too wet for poultry. All drainage by open ditches.

Noxious weeds:

Thistles and smart weed bad.

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

Corporation of District of Pitt Meadows, B.C.
Land assessed at \$700; Improvements - \$400.00 = \$1100.00
1942 Taxes - \$16.80.

Maple Ridge Dyking Dist. - Dyke Tax - \$24.60
Drainage - 5.89
\$30.49

Date: 7th July 1942.

Place: New Westminster, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 6th day of July 1942.

Inspector's Signature

"L.B. PLUMBLY"

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

Farm Appraisal Report

Remarks:

This property lies in a low, wet spot down Haynes Road off Ford Road; very poor buildings, and strawberry crop is not visible for weeds. There are some of the best raspberries I have seen, but no flavour to them. Crop was purchased by Mrs. Thompson for \$700.00 and she was busy with pickers taking off raspberry crop; the deal was made through Pacific Growers.

The weeds and thistles have grown very rank and the place generally has gone back, through lack of cultivation, and the overbearing strawberries are a wash-out, and are not visible for weeds.

(FOR ORCHARD LANDS ONLY)

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

Some mixed bearing fruit trees around the house.

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

3.50 acres-Strawberries; pt. everbearing, 2nd yr. plants ; N.G.

4.35 " -Raspberries; part good, part poor.

.95 " -Low wet land, partly in rhubarb.

.75 " -Bldgs., lanes, and orchard trees.

9.55 "

Total \$

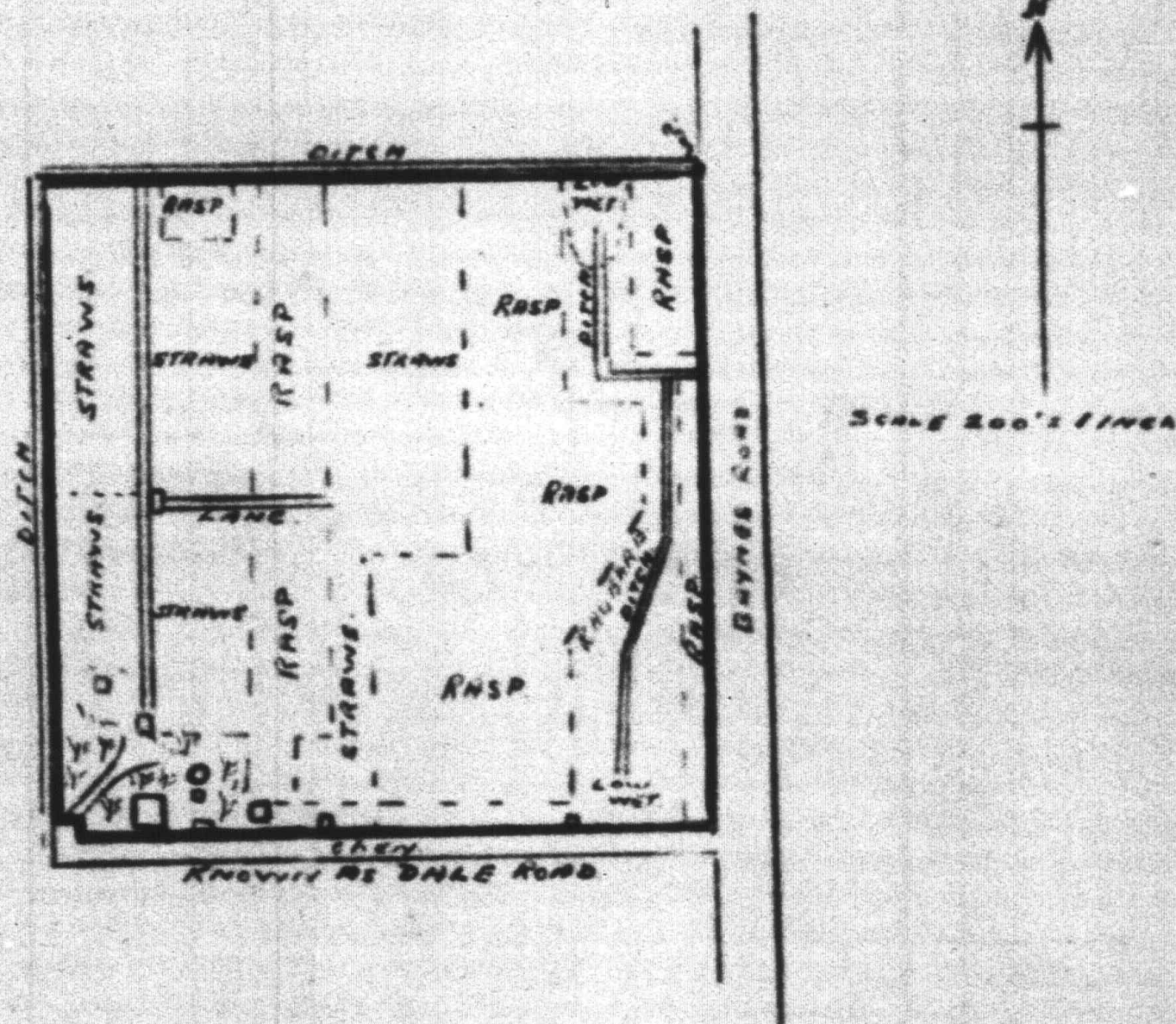
Amount fruit trees add to value of farm \$

Diagram of Property

SUKEICHI KAITA.

SE 1/4 / SE 1/4 / SEC 2 BLK 5 N. R. 1 E. N.W.D.

9 55 ACRES.



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

value is \$ 750.00Date 10th July 19 42."I.T. BARNET"

District Superintendent.

Jap. Co-Op.
Shipping No.
613.

N. I. A. Thompson.
2233 Ford Rd.

EVACUATION SECTION 2	
Rec'd	JAN 8 1943
File No.	3765
Ans.	
Referred	Hudson Jan. 7. 1943

Pitt Meadows B. C.

7/15
3765

The Evacuation of Enemy Property

675 W. Hastings St. Vancouver

Dear Sir,

Some months ago I put in a claim against S. Kaita & Dale Road Pitt Meadows owner of property described as SE 1/4 of SE 1/4 of SECTION 2. 9.35 acres which I had rented thru the Pacific Co-Operative Division for \$756 said rental having been paid thru the medium of a Demand note. I am claiming for misrepresentation of crop acreage on which the value of the rental was based.

Measurements were taken with a steel tape on advice of Campbell, the Co-Operative Schitor affidavits were sworn to, by myself and an outside party who assisted in the measurement. before a Notary Public & three copies deposited with Campbell who was to take necessary action. Since then I have heard nothing further & I now wish to inquire into the matter as the lease we signed expires in February we ended up the season owing the Co-Operative \$129.00 after spending the whole summer & part of fall working on the property my wife & family got no returns from it not even wages & she had to take outside work to pay off debts incurred for housing & horse cultivation in the spring. In addition to the \$756. we also had to take over the Jap. Debt of \$120 for fertilizers which we only purchased on the various crops. Not half the acreage of crop

(over)

3765
9532
turned out to be there when it was
measured & default of at present there is
more than a good acre of rapeseed
to handle this year instead of the 5
acres they said was there. There is

probably a acre of young stuff coming on
with a charge against me of \$896 dollars
to start with we bought the farm, it only
9.35 acres & at least 3 of that is waste
ground & the buildings are worth about \$200

at present day valuation. Jerry wanted to
give the lot \$500. & demanded for share

on the share & yet he said \$700 was a fair

price according to things last a day. He
said the \$50 represented value of Charles bought

wood. share & had as we were given to
understand permanent gifts were being bought

in as shares would live on the property &
be readily available. The Co. Operator changes as

3% or more handled for crop, non-crop
exchange they called it. & then 7% on the domain

into \$756 & at end of year deducted \$10 for a
number share. The Co. Operator promised me

an adjustment half way then the domain but
Canada on with the hope of having the
done. I gave all the papers to the settlement

Boards & I like to know what come out
it for nothing the year. M. I. of Thompson

NEGOTIABLE INSTRUMENT

\$ 639.50

Vancouver, B.C.

May 15,

19 41

(Place and Province)

(Date)

For value received, I promise to pay to the order of
JOHNSTON MOTOR CO. LTD.

(Seller's Name Here)

SIX HUNDRED THIRTY-NINE-----50/100 DOLLARS

\$50 due July 31/41, \$225.00 due October 31/41 and \$364.50 due Oct 31/42
Payable in monthly instalments of \$

hereof, followed by instalments of \$ OR IN instalments of \$
maturing at the office of

COMMERCIAL CREDIT CORPORATION OF CANADA, LIMITED,

with interest after maturity upon all sums due until paid at 10% per annum, and I agree that upon default in payment of any instalment upon the due date thereof all remaining instalments shall forthwith become due and payable at the option of the holder.

P

S. Kaita

Pitt Meadows P.O., B.C.

(Signature of Purchaser)

(Post Office Address)

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO. 3765

3765
806 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

January 16, 1943.
Jama

Mr. Suchechi KAITA,
Reg. No. 14125,
c-o H.B. Johnson,
DUFROST, MANITOBA

Dear Sir:

Our No. T 26

Re: Motor Vehicles

Your Chevrolet truck

which was surrendered to the Authorities, has been
sold for \$ 576.00

Charges against your car were as follows:

Liens \$ 362.19 ✓

Administrative Expenses \$ 25.53 ✓

The Balance thereafter remaining of \$ 188.28

has been placed to your credit in our trust account.

Yours truly,

Specified Articles Department.

RPA:MA
EL

July 3765

2233 Ford Rd.

FEB 3 - 1943

PIT MEADOWS, B. C.

Thompson has expressed
his intention not to carry
over property
being re-Pacific Co. of. Insurance

Dear Sir

Enclosed find acknowledgment of first offer
of 70% Settlement of Claim against "Subeichu Panta"
& my acceptance of same. A cash Settlement would
be appreciated also please advise why we get \$50
worth of shares. what is their present value on the market?

Regarding a Renewal of Rental lease on above
person's property. would you kindly advise by mail
or phone Hammond 3953 believe 9 am - 12. 1 (p. 1. 50)
the amount expected for this year. I would be expecting
it rent free, on account of working with my family &
paying out of own pocket for pre. harvest cultivation.
& getting only little from farming it last year.
This farm has now a possible crop of 1 acre
of Cestheries the Strawberries were old stuff will be
worth nothing in 1943. Really only about 1/2 acre of
this farm is fit to grow Berries at all as it
requires extensive drainage & liming. I plan

this year to plough up most of this place
& seed it to Clover & Rye as it is badly worn
out & absolutely filthy with weeds. It has
been being farmed for 18 years & I have never
known it to have a load of manure yet.

- Naturally it would require a longer period
than 1 year to carry out this program. & I
would be interested in buying this property if
a reasonable price spread over a period of years
could be arranged at. 2 1/2 Acres with Barns &
Chickens & the Balance to rest it off & grow Hay &
cattle while re-building the soil is the idea.

This place is not fit in my opinion to
be held for a Soldier, the living quarters
are merely wretched shacks & there is no
water other than ditch & no light or phone.

However no doubt the Government wouldn't thank
me for my estimate of what should & should not
be done. The goodness knows after 18 years of
different kinds of farming here I don't see why they
shouldn't instead of some Bank clerk probably for a tea
merchant. However, thank you
W. F. A. Thompson

FILE # 3765

3rd March, 1943.

PACIFIC CO-OPERATIVE UNION

CLAIM FOR MISREPRESENTATION

Sukeichi KAITA

to

William T.W. Thompson

Acreage adjustment 2.73 - \$278.46

Suggested Settlement on 70% basis \$194.88

*Paid
Pm*

3765

July 13, 1943.

Mr. Sukeichi KAITA,
Registration No. 14125,
c/o H. B. Johnson,
Dufrost, Manitoba.

Dear Sir:

Re: Settlement of Crop Claims.

The Custodian's Office has received quite a number of claims from tenants who leased farm properties from persons of the Japanese race and whose growing crops were sold to the tenant under written agreement which contained the specific acreage said to be under cultivation.

The claims filed with the Custodian have been based on the difference between the acreage specified in the agreement which you signed, and the actual acreage of crops under cultivation.

We have gone into this matter very carefully and the difference in acreage has been established by actual measurements. Legal opinion which we have obtained on your behalf, advises us that the agreement you signed would leave you liable for the full amount of the claim. However, we have been able to secure the consent of the tenants to the reduction of their claims to 70% of the full amount.

The amount claimed against you for a difference of 2.73 acres amounted to \$278.46 and a settlement on the basis of 70% which amounts to \$194.83 has been charged to your account and this letter is being sent so that you may be aware of the circumstances of this charge.

Yours truly,

R. P. Alexander,
Manager.

RPA:AS

% Mr. Arthur Paschke,
Morris, Man.,
Aug 29, 1943.

Mr. G. N. Richardson,
506 Royal Bank Bldg.,
Hastings & Granville,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	SEP 6 1943
File No.	3765
Ans.	Richardson
Referred	Richardson

Dear Sir:

In reply to your letter of Aug 10
I strongly oppose that there is no
mistake in the acreage of crops we
leased.

Our farm of nine and half acres
was nearly all under cultivation and
in crops. We were able to make at
least a total income of over two
thousand dollars yearly. If in any doubt,
please check up with Mr. Shernick of
The Pacific Co-operative Union at
Mission City.

At the time when we leased
our crop to Mr. St. J. A. Thompson, we
had the weeds fully controlled, but
after we were evacuated to Manitoba
we have been informed by the Japanese
families evacuated later that Mr. Thompson
did not tend to the farm for he

was working as a clerk for the Pitt
Meadows Municipality and so the
weeds were out of control. This being
the case, when the acreage was
measured in September much of the
crop was lost in weeds.

Evacuated to Manitoba and
trying our best to make a living on
sugar beets, at present we are unable
to do anything but wish to be treated
fairly

Yours truly,
Sukeichi Kaita,
File No. 3765.
Reg. No 14125.

9th September, 1943.

Mr. Sukeichi KAITA,
Registration No. 14125,
c/o Mr. Arthur Paschke,
Morris, Manitoba.

Dear Sir:

We are in receipt of your letter of August 29th in connection with a claim filed by your previous tenant against you with the Custodian on the score of "differences in acreage", settlement of which was effected on your behalf by the Custodian.

A great deal of time was required following receipt by the Custodian of this claim on the score of "differences in acreage", because of the desire of the Custodian to assist you and other individuals of the Japanese race in similar situations. This time was spent in obtaining legal advice and in conferring with tenants and tenants associations and with the Pacific Co-Operative Union and in negotiating with tenants; also in checking measurements and obtaining Statutory Declarations, as a result of all of which the Custodian was successful in settling all such claims, not for the full amounts claimed but for reduced amounts based on actual measurements and then for only 70% of such reduced claims.

Legal, administrative, travelling and other expenses in connection with all of these claims have not been charged against you and have been absorbed by the Custodian.

We trust that this is the information you require.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:GF

3765

October 12, 1945.

REGISTERED

Mr. Suteichi KAITA,
Box No. 12125,
c/o Mr. George Finnie,
Homewood, Manitoba.

Dear Sir:

We wish to acknowledge your letter of 30th August last requesting the remittance of your funds held at this office and accordingly enclose herewith Custodian cheque in the amount of \$40.48 which represents your entire balance at this time.

We take this opportunity of providing you with a brief review of your affairs which came under the control of the Custodian.

You signed a declaration on April 10, 1942 in which you stated that you owned real property in the Municipality of Pitt Meadows, leased by you prior to your evacuation to Mr. E.T.S. Thompson for \$765.00 which consideration included the purchase price of chattels, crates and other supplies. We understand that this money was collected by yourself before you left the protected area.

As you have already been advised, Mr. Thompson filed a claim against you for misrepresentation of the crop acreage set out in the lease. The Custodian's representative checked this claim and verified that the actual acreage was considerably less than that stated in the lease. Mr. Thompson's claim amounted to \$278.46 but the Custodian was able to make settlement for \$194.88, you having been fully advised at the time this settlement was made.

In addition to the claim lodged against you by Mr. Thompson was one from the Pacific Co-operative Union for \$106.40. This however, was in error as it represented an account for fertilizer which was paid by Mr. Thompson the lessee of your property as provided in your lease.

Mr. Susaichi KAITA,

- 2 -

October 12, 1945.

Your real property was sold as at January 1, 1943 as shown on a statement already sent to you which indicated net proceeds of \$138.16 having been credited to your account. Since the date of this statement legal fees amounting to \$15.00 have been charged relative to this sale.

Your Chevrolet truck which came under the control of the Custodian was sold in accordance with the statement sent you on January 16, 1943 and after making payment to the lien-holder the net proceeds of \$188.28 were credited to your account.

You declared yourself to be the holder of Pacific Co-operative Union shares. Twelve shares representing those issued in the years 1937, 1938 and 1939 were redeemed at par for \$120.00, and this sum was credited to your account on March 8, 1945.

Four \$10.00 shares issued in the year 1940 and ten \$10.00 shares issued in the year 1941 should be redeemed early in 1946 and 1947 respectively, and will be made available to you at that time. The share certificates held by you should be sent to this office so they can be dealt with without delay when due.

You are also the holder of forty-six \$10.00 Pacific Co-operative Union unredeemable shares, and they are as stated not redeemable. Any interest on these shares sent into this office will be sent to you as received.

Interest payments received on your shares to date are as follows:

\$13.60 on November 10, 1942
5.66 on February 25, 1944
5.66 on April 24, 1945.

The above have been credited to your account.

You declared no Life Insurance with the Custodian and although information came to hand regarding two Sun Life Insurance policies, these were not brought under control by the Custodian.

You declared no chattels to the Custodian and none are indicated in your file except those which were sold to Mr. Thompson as indicated above.

Mr. Dakeichi KAITA,

- 3 -

October 12, 1945

We have attached hereto a statement of your account showing entries since the last statement sent to you and the enclosed cheque covers the final balance as shown on the statement.

It would appear that the Custodian has accounted for all property of every kind left by you in the Protected Area vested in the Custodian, and in order that you may confirm this we are enclosing a stamped addressed envelope for your convenience in replying.

Yours truly,

H. B. Anderson,
Administration Department.

ACH:AS
encl. (3)

MOTOR VEHICLE

No.1

ANALYSIS OF CLAIM

CLAIMANT: Sukeichi KAITA Reg. No. 14125 File No. 3765

SUBJECT OF CLAIM: 1938 Chevrolet $\frac{1}{2}$ ton Delivery Truck - (Custodian No. T-26).

SURRENDERED: To R. C. M.P. by S. Kaita

ADVERTISED: July 15, 16 and 17, 1942.

APPRAISAL: \$525.00 - McDermott Motors.

TENDERS: \$300.00 - July 23, 1942. A.A. & A. Cameron.
 \$360.00 - July 24, 1942. Bloom & Sigale Ltd., Vernon, B.C.
 \$250.00 - July 24, 1942. Wilson & Cabell Ltd., Victoria
 \$350.00 - July 24, 1942. Howell, McDonald Motor Co. Ltd.
 \$405.00 - July 25, 1942. Johnston Motor Co. Ltd.
 \$410.00 - July 29, 1942. Ben M. Gratt
 \$310.00 - July 29, 1942. G. G. Hoblin.
 \$576.00 - July 24, 1942. McKay & Flanagan Bros. Lumber Mill. ACCEPTED.

SOLD: \$576.00 to McKay & Flanagan Bros. Lumber Mill, Aug. 19, 1942.

Less Lien against this Truck by Commercial
 Credit Corp. (letters March
 21 and April 10, 1942) \$362.19

and Administrative Expenses 25.53
 \$387.72

Net amount credited to Mr. Kaita's account - \$188.28,
 as per statement sent to him under date of January 16, 1943.

CLAIM: Estimated value of Truck given by Claimant as \$750.00
 Less amount which claimant states he received
 from the Custodian 550.47
 (i.e. \$576.00 - \$25.53 = \$550.47).
 AMOUNT BEING CLAIMED - - - - - \$199.53

March 15, 1948

S. Kaita

Agreement made this 15th day of May 1941, by and between
Johnston Motor Co. Ltd. of Vancouver Province of B.C.
(Post Office Address of Seller)
hereinafter called the Seller, and S. WATA, Pitt Meadows, B. C. of (City or Town)
County of Province of hereinafter called the Purchaser

WITNESSETH, That the Seller does hereby agree to sell, and the Purchaser does hereby agree to purchase, the following motor vehicle, (receipt of which in good order and condition and in accordance with all representations and warranties made by the Seller, its officers or agents is hereby acknowledged by Purchaser.)

Now-Used	Year	Make	Model	Type of Body	Serial No.	Motor No.	License No.	No. of Cylinders	If Truck, tone cap.
Used	1939	Chevrolet	Dely.		91314800	4/1291810	C-172	6	1
RADIO IN AUTOMOBILES are not insured unless special arrangements are made with the local Commercial Credit Office.									
Cash Delivered Price						\$ 736.50			
Differential Fire, Theft, Col. \$50 ded. 16 mon.						\$ 45.00		\$ 781.50	
Down payment on or before delivery:									
Trade in:		Packard	1928 Sedan			\$ 120.00			
		Make of Car	Serial Number	Year Model					
Cash						\$ 100.00		\$ 220.00	
Unpaid Balance (Adjusted as to Chart)								\$ 561.50	
								\$ 639.50	
which with finance charges results in a deferred balance of									
\$50 due July 31/41; \$225.00 due Oct. 31/41 and \$364.50 due Oct. 31/42									
Payable in monthly instalments of \$ each, commencing one month from the date hereof, followed by									
instalments of \$ OR IN instalments of \$ maturing Collision? Yes No									

THE PURCHASER AGREES TO PAY THE AMOUNT OF THE ABOVE DEFERRED BALANCE AT THE OFFICE OF COMMERCIAL CREDIT CORPORATION OF CANADA, LIMITED in the said instalments with interest thereon after maturity of each instalment at 10% per annum.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- (1) Wherever the word "Motor Vehicle" is used in this agreement such word shall be deemed to extend to and include the Motor Vehicle described complete with all attachments, accessories and equipment and in the singular or plural number, as the case may be.
- (2) This conditional sale agreement is collateral security to a Promissory Note bearing even date herewith for the principal sum hereby secured payable in the instalments to those herein contained.
- (3) The purchaser agrees that the said Promissory Note is a negotiable instrument, that the vendor may discount and negotiate the same as a negotiable instrument without being subject to the equities as between the parties hereto, and agrees that the person or corporation discounting the note or to whom the same is endorsed shall be a holder in due course thereof.
- (4) Any equipment, repairs or accessories placed upon said motor vehicle during the continuance of this agreement shall be and become a component part thereof and included in the terms of this contract and covered by all the provisions hereof.
- (5) The title and ownership in and to the said motor vehicle shall remain in the vendor until the entire purchase price and interest and all solicitor and client costs are fully paid in cash, this to include the payment of any note, renewal note or extension given or any judgment secured.
- (6) The Purchaser agrees that he will not use the said motor vehicle for hire and will not part with the possession or control thereof and that he will not remove or cause or permit the said motor vehicle to be removed for a period of longer than thirty days from the county or district within which the purchaser resided at the time of delivery and that he will keep the said motor vehicle in as good condition as it was at the time of purchase; that he will keep the said motor vehicle free and clear of and from any and all liens and encumbrances and that in the event of any lien or encumbrance being placed or acquired against the said motor vehicle that the vendor may pay off the same and add the amount thereof with all costs to the amount hereby secured, which amount shall become due and payable forthwith.
- (7) The loss, injury or destruction of the said motor vehicle shall not operate in any manner to release the purchaser from his liability hereunder or under the said note or any extension thereof.
- (8) The Purchaser agrees that any insurance coverage carried by him in respect of the said motor vehicle against any hazard whatever, and the loss, if any, payable thereunder, is hereby assigned to the vendor.
- (9) On default in the due payment of any of the sums mentioned herein or on default or breach of any of the covenants or agreements herein contained, or in the event of any proceeding in Bankruptcy being taken by or against the purchaser or in the event of the death of the purchaser or should the vendor deem itself insecure the entire unpaid deferred balance shall forthwith become due and payable and the seller may with or without legal process take immediate possession of the said motor vehicle and all attachments and equipment and concurrently therewith bring suit against the purchaser for the balance due under this agreement and/or the said note, and all payments previously made shall be retained by the Vendor as payment in part for the use of the said motor vehicle up to that time and on account of liquidated damages for failure to follow out all of the terms of the contract.
- (10) After repossession of the said motor vehicle and concurrently with any suit for the balance of the purchase price the vendor may with or without notice sell the said motor vehicle by private or public sale. The purchaser agrees that the vendor may be a purchaser at such sale. Upon such sale the vendor may accept as part payment of the sale price any other motor vehicle or motor vehicles at such valuation as it in its discretion deems fit and may make such repairs as it deems necessary to such motor vehicle or motor vehicles taken in as part payment and charge the cost of such repairs and of the resale of such motor vehicle or motor vehicles against the sale price allowed in respect thereof. The proceeds of any such sale or sales when actually realized and received in cash after deduction of all costs of repairs and all charges and expenses incurred in connection with the repossession and resale of the said motor vehicle or motor vehicles including a selling commission of 10% of the sale price thereof shall be applied in reduction to the balance of the deferred balance unpaid and the purchaser shall be and continue liable for any deficiency thereafter.
- (11) The purchaser expressly waives any action, cause of action, claim or demand which he may have by reason of any act which the vendor or his assigns may have done or left undone, in connection with the re-taking or attempted re-taking of the motor vehicle under any of the provisions herein and releases and discharges said vendor and his assigns of and from all such actions, causes of actions, claims and demands. It is explicitly understood and agreed by the purchaser that this contract is entered into with a view to its assignment to a third party; and the purchaser hereby releases and discharges such third party, its successors and assigns from all actions, causes of actions, claims and demands of every kind and nature whatsoever which the purchaser has or may have against the vendor alone or jointly with such third party or otherwise howsoever in respect of any act, omission, matter or thing whatsoever done or omitted to be done in connection with the repossession of the said motor vehicle, or sale thereof, the condition thereof or the operation thereof.
- (12) The purchaser agrees that any action brought upon this contract or the said note may be brought and place of trial shall be at the place where the writ is issued by the Plaintiff.
- (13) The purchaser agrees that there are no representations, warranties, agreements or conditions, statutory or otherwise affecting the rights and liabilities of the parties hereto other than is specifically contained herein.
- (14) This agreement and all its covenants, promises, conditions and stipulations shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.
- (15) If this agreement is made in the Province of Quebec, the parties hereto elect domicile in the District of Montreal.
- (16) Should Commercial Credit Corporation of Canada, Limited, refuse to accept the proposed assignment of this contract for any reason whatsoever, the Seller, at his option shall be entitled to rescind this contract at any time.
- (17) The purchaser hereby acknowledges having received a copy of this agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands to this agreement and duplicate thereof the day and year first above written.

Vancouver, B.C.

(City and Province)

WITNESSES:

D Johnston Motor Co. Ltd. (L.S.)

By (Signature) (L.S.)

P S. Wata (L.S.)

Pitt Meadows P.O., B. C.

(Street Address)

DEALER'S REPRESENTATION AND ASSIGNMENT

1. Have you any reasons to believe Purchaser violates any laws concerning liquor or narcotics? Answer Yes or No

2. Was this Purchaser's name ever rejected by any other Finance Company, Bank or Banker? Answer Yes or No

FOR VALUE RECEIVED, Undersigned does hereby sell, assign and transfer to Commercial Credit Corporation of Canada, Limited, all of his, its or their right, title and interest in and to above contract and the Car referred to therein, with power to take legal proceedings in the name of the Undersigned or itself in respect thereto. Undersigned warrants that said contract is genuine and in all respects what it purports to be; that the down payment made by the Purchaser as stated in the contract was in cash and not its equivalent, unless otherwise mentioned in the contract, and that no part thereof was loaned directly or indirectly by Undersigned to the Purchaser; that Undersigned had a title free and clear of all encumbrances at the time of the execution of this contract by the Purchaser; that the Purchaser is 21 years of age or older; that the answers by Undersigned to questions above are true and complete. Undersigned makes said warranties for the purpose of inducing Commercial Credit Corporation of Canada, Limited, to purchase the said contract and the note referred to therein; and if any such warranty should be untrue, Undersigned shall buy from Commercial Credit Corporation of Canada, Limited, upon demand said note and contract, and will pay therefor not less than the amount owing thereon plus any and all costs and expenses paid or incurred by Commercial Credit Corporation of Canada, Limited, in respect thereto, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Commercial Credit Corporation of Canada, Limited, might have at law or in equity against Undersigned.

Commercial Credit Corporation of Canada, Limited, is hereby authorized to correct patent errors in said contract and other papers connected, endorsed or by Undersigned in connection therewith.

Vancouver, B.C.

D Johnston Motor Co. Ltd. (L.S.)

The signature and seal of the Undersigned at

May 15,

41

important that these questions be answered in detail.

TEMPORARY CHATTEL SUMMARY

File No. 3765

16th October, 1945.

Re: KAITA, Sukeichi (Mr.), Reg. No. 14125

The above Japanese declared no chattels when registering with the Custodian. A quantity of chattels was sold to W.T.W. Thompson, 1942 lessee as shown on the lease form. The consideration for the household include the purchase of the chattels and the money being collected by the Japanese prior to evacuation. The Custodian representative inventoried these chattels on May 19, 1942, and found them in accord with those listed in the lease with the exception of the sprayer and hand cultivator.

These two items will be located and liquidated as soon as possible.

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

Dated: 16th October, 1945.

W.E. Hansen

3765

14th November, 1946.

Mr. Sukelichi KAITA,
Registration No. 14125,
c/o Mr. George Finnie,
Rosewood, Manitoba.

Dear Sir:

In reply to your letter of the 4th November, we wish to advise that your ten 1941 shares of the Pacific Co-operative Union should be redeemed early next year, at which time upon receipt of the certificate covering the shares from you, the funds will be forwarded to you.

Your 46 unredeemable shares are as stated not redeemable at the present time. If they should become of redeemable value at any future time you will be advised.

Yours truly,

W.E. Anderson,
Office of the Custodian.

/HA

43599
% Mr. Mrs. Finnie,
Homewood, Man.,
Nov 4, 1946

Secretary of State,
Office of Custodian,
506 Royal Bank Bldg.,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	NOV 13 1946
File No.	374
Ans.	
Referred	Anderson

Dear Sir:

We have with us 10 Pacific
Co-operative Union Shares, numbers
4486 - 4495 dated Nov 30, 1941 and
would like to know when these can
be redeemed.

Also, forty six unredeemable
P. C. U. Shares, numbers 1645 - 1690
dated Jan 21, 1942 and would want to
know if these can be redeemed now or
in the immediate future.

Kindly inform us and we shall
send the shares along. Thanking you,
Yours truly
S. Karta

MEMORANDUM

File No. 3765

3rd January, 1946

Re: KAITA, Sukeichi - Reg.No.14125

A notice from the Bank of Montreal at Naney, B. C. was forwarded by this office to the above Japanese on January 3rd, 1946 with reference to a bank account there of an undisclosed amount on which no deposits or withdrawals have been made since evacuation.

WEA:EH

Lt. L. Anderson
per to 31

MEMORANDUM

File No. 3765

6th October, 1945.

TO: Mr. Jack Moryson

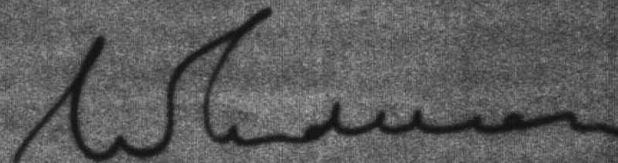
FROM: W.E. Anderson

Re: Sukeichi KAITA - Reg. No. 14125

The property of the above Japanese is located at 49 Baynes Road, Pitt Meadows, and was rented to Mr. Thompson, the Municipal clerk.

The bulk of the chattels on this property were sold to Mr. Thompson, but the sale however did not include a sprayer and hand cultivator. Please arrange to sell these two items and any others on the property as soon as possible.

WEA:HA



3765

June 29, 1944.

Mrs. Eunice Katherine Tolmie,
c/o Messrs. W. D. Carter & Company,
Barristers & Solicitors,
413 Granville Street,
Vancouver, B. C.

Dear Madam:

Re: Sukeichi KATTA - SM of SE $\frac{1}{4}$ of
Sec. 2, Blk. 5N Rge. 1E,
Municipality of Pitt Meadows.

Further to our letter of May 5, 1944, we enclose
herewith a cheque in the amount of \$585.37 being full
payment of the balance owing on subject property mort-
gaged by subject Japanese, made up as follows:

Mortgage Principal	\$500.00
Interest to June 30, 1944	74.37
Legal Fees	<u>11.00</u>
	\$585.37

Thank you for your co-operation in this matter.

Yours truly,

W. E. Anderson,
Farm Department.

Enc.
WEA/EG

3765

May 10, 1944.

Messrs. Crux & McMaster,
Barristers & Solicitors,
535 West Georgia Street,
Vancouver, B. C.

Attention Mr. A. G. Duncan Crux.

Dear Sir:

Re: Sukeichi KAITA - SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec.
2, Blk. 5, N. Rge. 1 E, Municipality
of Pitt Meadows.

We enclose herewith Discharge of Mortgage for
the full sum of \$500.00 against subject property and
bearing the date of April 21, 1927, registered under
number 57871C and assignment registered under number
72266C, duly executed by E. K. Tolmie October 5, 1943.

Yours truly,

R. D. Richardson,
Farm Department.

Enc. (dup.)
RDR/EG

3765

May 5, 1944.

Mrs. Eunice Katherine Tolmie,
c/o Messrs. W. D. Carter & Company,
Barristers & Solicitors,
413 Granville Street,
Vancouver, B. C.

Dear Madam:

Re: Sukeichi KAITA - SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 2,
Blk. 5, N. Rge. 1 E., Municipality of
Pitt Meadows.

According to advice received from you the balance
owing on the mortgage which you hold on the above property
amounted to \$570.37, 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

3765

February 25, 1944.

Messrs. Crux & McMaster,
Barristers & Solicitors,
535 West Georgia Street,
Vancouver, B. C.

Attention Mr. A. G. Duncan Crux.

Dear Sir:

Re: Sukeichi KAITA - SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 2,
Blk. 5, N. Rge. 1 E., Municipality of
Pitt Meadows.

We enclose herewith Certificate of Encumbrance No. 51172,
covering subject property and showing the registered owner
as Sukeichi KAITA, Evacuee, Registration No. 14125, with a
registered Mortgage in Fee to Andrew Ross Tolmie and Assign-
ment of Mortgage to Eunice Katherine Tolmie, c/o Messrs. W. D.
Carter & Company, Barristers & Solicitors, 413 Granville Street,
Vancouver, B. C.

A statement has been received from the Mortgage showing
the amount owing as at February 29, 1944, as follows:

Unpaid Balance of Principal plus accrued interest	\$ 542.62
Interest on \$500.00 @ 9% from Oct. 15/43 to Feb. 29/44	16.75
Registration Fee	1.00
Fees - Carter & Company	<u>10.00</u>
Total amount owing	\$ <u>570.37</u>

Yours truly,

R. D. Richardson,
Farm Department.

Enc.
RDR/EG

15

5937

5937
15
70.37

CLERK & COLLECTOR
~~W. T. A. Thompson~~
W. T. A. Thompson

Telephone
HAMMOND 3563

SECTION	
AUG 19 1943	
REC'D	FILE NO. 3265
REEVE WM. J. PARK	

The Corporation of the District of Pitt Meadows

3-765 PITT MEADOWS, B.C.

August 17 th 1943

R.D. Richardson, Esq.

Farm Dept. . Custodian of Enemy Property (Japanese)

Dear Sir.

Last year I rented the Berry Farm of S. Kaita . off Baynes Road Pitt Meadows . Included in the Agreement were a number of household articles which you will see by the enclosed copy of Agreement I have paid for.

As I did not at the time require some of the articles and also I had expected to re-rent the property in 1943, I left on the premises the following articles, Five (5) Beds , three Mattresses, 1 Kitchen Stove, two heater Stoves. I saw by the paper that the Custodian was to sell the Chattels of the Japanese so I went to the Chinaman who is now the renter of the property & who has been using these articles and offered to sell him the articles in question , but he said Government owned these articles and I should see Government man, Mr McKay who had told him not to pay anything unless he saw Bill of Sale . I produced the enclosed Document but he still said he would' nt pay and would not give up the Articles .

Would you kindly send a letter stating that these articles are not the property of the Custodian or the Government and as Mr McKay seems to have given the impression that these Chattels were with the property in the Rental arrangement he should sign this letter as well or see the Chinaman and advise him on the matter , as it would seem that I may have to get a Policeman to collect these articles.

yours truly.

W T A Thompson

H. T. A. Thompson
2233 Ford Road

N SECTION

AUG 6 1943

2765

DR

Mr. Arthur Paschke,
Morris, Man.,
July 29, 1943.

Department of The Secretary of State,
506 Royal Bank Bldg.
Hastings and Granville,
Vancouver, B. C.

Dear Sir

On April 6, 1942 at Mission City, B. C.
I made an agreement to lease the farm crop
in the office of the Registrar, Mr. J. M. Campbell.
Showing our 1940 & 1941 statements to
Mr. Thompson we went to Mr. Shimek of
The Pacific Co-Operative Union, there checking
upon our crop value from six to seven years
back, thus Mr. Thompson agreeing to buy the crop.

The farm was at the time, well kept
and under good cultivation as many people would
know, and the raspberries were bearing heavy
crops. We've had Mr. & Mrs. Thompson
look at our farm and showed them how
to care the plants.

The acreage of crop under cultivation

3765

2nd April, 1943.

Messrs. W.D. Carter & Co.,
413 Granville Street,
Vancouver, B.C.

Dear Sirs:

Re: Sukeichi KAITA

In reply to your letter of the 25th March.

Mr. Alexander, whom I believe you interviewed recently, is at present away from the office and is not expected back for two or three weeks.

As you state, the former tenant, Mr. Thompson, is not leasing this property for the current year, but for your information, we have made a new lease with another tenant covering the present crop year.

With regard to your mentioning a sale of this property, you may have noticed references in the newspapers to the possibility of the liquidation of Japanese property. While this is still not entirely clarified, it may be possible that such a policy will become effective and this would then be a means of cleaning up this matter as far as your client is concerned.

At the present time there are no funds available for mortgage reductions.

We will diarise our file for about a couple of weeks hence and report to you again concerning this property.

Yours truly,

F. G. Shears,
Acting Director.

FGS/PMH

To H. B. Johnson,
Superst, Manitoba,
February 8, 1943.

The Secretary Of State
Office Of The Custodian,
506 Royal Bank Bldg,
Hastings and Granville
Vancouver, B.C.

EVACUATION SECTION
Rec: FEB 9 1943
File No. 3765
Am.
Referred Robinson

Dear Sir:

I have received your letter of January 16 and
February 3rd after travelling over four miles in the
cold weather and snow.

Our income on the 1942 sugar beetle was very
poor that we find ourselves unable to make
a living. And in this inclement place, there is
only one grocery store to which we are in debt of
over thirty dollars and as we cannot buy another
thing more without paying off our debt.

Facing this cold winter for the first
time we have bought over sixty dollars worth of
wood but this does not seem to last us through
this long winter as fuel being very expensive out here.
With severe coldness we also find we are inadequately
supplied with proper clothing.

Thus I desire all the money from the
sale of our truck to be sent to me, to relieve my
state of destitution.

After being told by the custodian

not to sell the truck at poor bargain. I have obeyed, very honestly to leave it in the hands of the custodian before leaving the coast. I have paid in four hundred mostly five dollars for the truck besides a great deal towards the improvements and betterment of the truck. Therefore I ask you to send me about four hundred dollars. I also had my 1942 license plates paid and mounted, and had to hand it in shortly after.

The Administrative Expense I see no reason why that has to be subtracted.

In Mr. R. D. Richardson's letter he informed me that there was \$201.88 on our credit account from the sale of our truck and so I find myself confused to which is correct.

Sale of Truck	188.28
Interest on P.O. Office	13.60
at 24/11/40	<u>201.88</u>

Yours truly
A. Kaila

January 16th letter received February 3rd
January 21st " " January 28th

Telegraphic Address
Cable Address
PACCO

C.H. Reed
PHONES
Mission Office 65, Plant 55
Metzqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B. C.

December 10th, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
DEC 14 1942

The office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Attention: Mr. C.H. Reed.

File No. 3765

Dear Sir:

Re: S. Kaite

Answering your letter of December 2nd.

Mr. S. Kaite only had 17 shares as at November 30th, 1940 and has been paid interest of 80¢ per share amounting to \$13.60. The other nine shares are for the year 1941 and he will be credited with the interest on his total shares (26) as at November 30th, 1941 if declared after our annual meeting this month.

Trusting this information is what you require,
we remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

G.A. Reid

GAR/EX

G. A. Reid
Accountant

**OFFICE OF THE CUSTODIAN
Japanese Section**

PERSONAL INFORMATION

NAME: KAITA, Sukeichi. HOME ADDRESS: P.O. Box 84, Pitt Meadows, B.C., House No. 49.

REGISTRATION NUMBER: 14125. SEX: Male. AGE: 59. OCCUPATION: Farmer.

EMPLOYER: Self. MARRIED? Yes. NAME OF WIFE OR HUSBAND: Kameyo

ADDRESS OF WIFE OR HUSBAND: P.O. Box 84, Pitt Meadows, B.C. House No. 49.

NAMES OF ANY LIVING CHILDREN: Futo (M); Rike (M); Sonoye (F); Mary (F)

ADDRESS OF CHILDREN: P.O. Box 84, Pitt Meadows, B.C., House No. 49.

AGE OF CHILDREN: 17, 10, 25 21.

STATEMENT OF ALL REAL PROPERTY

1. LOCATION AND DESCRIPTION: Maple Ridge Dyking District, Pitt Meadows. The South Half of the East Half of the South East Quarter of Section two (2) Block Number five (5) North, Range one (1) East.
2. BUILDINGS AND OTHER IMPROVEMENTS: Two houses one consisting of 4 rooms while the other 1 room both wooden frame houses, 1 garage, 2 barns, 2 sheds.
3. INSURANCE: None.
4. TAXES: \$15.00 paid in full 1941 Receipt No. 3066 to the Municipal Hall, Pitt Meadows. Also \$15.00 paid in full for the City Tax of Pitt Meadows, Receipt No. 1278 to the Inspector of Dyke, B.C.
5. ENCUMBRANCES: \$500.00 Mortgage, Title Deed deposited to E.K. Tolmie, 1012 Broughton St., Vancouver, B.C.
6. OCCUPANCY AND LEASES: Occupied by owner.
7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Mr. E. K. Tolmie, 1012 Broughton St., Vancouver, B.C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Mr. E.K. Tolmie, 1012 Broughton St., Vancouver, Has a mortgage of \$500.00
9. IF FARM LAND STATE CROPS SOWN: Strawberries, raspberries, rhubarb.

STATEMENT OF REAL PROPERTY OCCUPIED - - - - None.**STATEMENT OF PERSONAL PROPERTY OWNED:**

1. GIVE BRIEF DESCRIPTION & STATE LOCATION OF FURN. FIXTURES, EQUIP, ETC: None.
2. HORSES, LIVESTOCK & OTHER ANIMALS, POULTRY & PETS: 1 dog, which will be given to Mr. Wein's, Baynes Rd., Pitt Meadows, B.C., 1 cat which will be left behind.
3. GIVE NAME & ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON SUCH PROPERTY: none.
4. INSURANCE CARRIED ON ABOVE PROPERTY: none. 5. MORTGAGES, LIENS, ETC.: none.
6. MONEYS OWING TO YOU: none.
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES: All in owner's possession.

(10)	Shares with the Pacific Co-operative Union, of \$10.00 each, Certificate No.	1543
(4)	" " " " " " " " " " " "	1212
(5)	" " " " " " " " " " " "	947
(4)	" " " " " " " " " " " "	699
(3)	" " " " " " " " " " " "	576
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. 3. REMARKS: none.

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....10th...day of...April....1942.

(Signature) S. Kaita

Witness: "A. G. McArthur"

Discharge of Mortgage

Know all Men by these Presents

That I, EUNICE KATHERINE TOLMIE, Widow, of 1012 Broughton Street,
of the City of Vancouver, in the Province of British Columbia,

DO HEREBY CERTIFY

That SUKEICHI KAITA, Farmer,

of Dufrost,

in the Province of Manitoba

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

as Mortgagor, to Andrew Ross Tolmie as Mortgagee
for the sum of FIVE HUNDRED (\$500.00) Dollars,
which said Mortgage bears date the 21st day of April, 1927
and was registered in the Land Registry Office in the City of New Westminster, in the Province
of British Columbia on the day of
19 , under number 57871C, which said Mortgage was assigned to Eunice Katherine
Tolmie, and registered under number 72266C.

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 Pitt Meadows, in the Province of British Columbia, and more particularly known and described as the SOUTH EAST QUARTER (S.E. $\frac{1}{4}$) of the SOUTH EAST QUARTER (S.E. $\frac{1}{4}$) of Section TWO (2), Block FIVE (5), NORTH Range ONE (1) EAST, New Westminster District, according to the registered map or plan of the said subdivision deposited in the Land Registry Office, at the City of New Westminster, in the Province aforesaid, and numbered:

(WE) (I) DO FURTHER CERTIFY that the said Mortgage has not been ^{further} assigned; that I am ^{"P.C.B"} entitled to receive the money; and that said Mortgage is therefore discharged

SIGNED, SEALED AND DELIVERED at Vancouver, British Columbia,
this 5th day of October, A.D. 1943

SIGNED, SEALED AND DELIVERED

in the presence of

Signature "P. C. Barker"

Address 413 Granville St.,

Vancouver, B. C.
Occupation Solicitor

"E. K. Tolmie"

(If given by a Company) The Common Seal
of

was herewith affixed in the presence of:

Acknowledgment of Officer of a Corporation

I ~~Herby~~ Certify that, on the _____ day of _____, 194____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on _____, who is) personally known to me, of _____, and that he is the person _____ of the said _____ who subscribed his name to the annexed Instrument as _____ and affixed the seal of the _____

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

CARTER & CO.
Solicitors
413 Granville Street
Vancouver, B.C.

The Office of a Notary Public, Law Printer and Stationer
Vancouver, B.C.

Discharge of Mortgage

SWEETIE KAITA

— TO —

EUNICE KATHERINE TOLMIE

Dated 5th October, 1943.

36182

FOR MAKER (INCLUDING MARRIED WOMEN)

I ~~Herby~~ Certify that, on the 5th day of October, 1943, at _____, in the Province of British Columbia, ~~the City of Vancouver~~ **EUNICE KATHERINE TOLMIE**, ~~who is personally known to me, appeared before me and acknowledged to me that she is the person mentioned in the annexed Instrument as the maker thereof, and whose name is subscribed thereto as party, that she knows the contents thereof, and that she executed the same voluntarily, and is of the full age of twenty-one years.~~ **"P.C.B"**

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at the City of Vancouver, in the Province of British Columbia, this 5th day of October, in the year of our Lord one thousand nine hundred and forty -three.

"P. C. Barker"

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 _____ of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at _____
in the Province of British Columbia, this _____ day of _____, 194____

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

LORENZO D. MURRAY
CHAIRMAN

J. M. MURRAY
SECRETARY

THE OLD AGE AND BLIND PERSONS'
PENSION BOARD

WINNIPEG - MANITOBA

IN YOUR REPLY REFER TO

FILE NO. 48500

ATTENTION Mr. A. Hines

July 9, 1951.

Mr. J. H. Hines,
Office of the Controller,
Royal Bank Building,
Vancouver, B.C.

Dear Sir:

Re: Sukeichi Kaita,
R.R.#1, Rodney St.,
Vancouver, B.C.

With reference to the above named application
for Old Age Pension, will you kindly advise us of the
amount paid to our applicant for property at Pitt Meadows,
B.C. which was taken over by the Dominion Government
during the last war.

Thanking you for the favour of your early reply,
we are

Yours truly,

THE OLD AGE AND BLIND PERSONS'
PENSION BOARD.

A. M. Wilson

Clairmont Clerk.

485/17

EVACUATION SECTION	
No.	485/17
File No.	3/42
By	
Date	

NOV 28 1947

12 464
PC 494 P

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.

3765 35

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

(1) NAME Kaita Sukeichi (RCMP) Reg. No. 152205
(Print) Surname Given Name

(2) Pre-Evacuation Address Pitt Meadows, B.C.

(3) Present Address R.R. #1, Headingly, Manitoba

(4) REAL ESTATE

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

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

SE 1/4 of SE 1/4 of Sec. 2, Block 5 North, Range 1 East, New Westminster, B.C.

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

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

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

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

(i) Land - - - - - \$1800.00

(ii) Buildings - - - - - \$1000.00

(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) - - - - - \$2800.00

(v) Amount at which Custodian sold property and credited your account - - - - - \$745.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - - - \$2055.00

2500.00
745.00
1755.00
74
1736.00

(5) PERSONAL PROPERTY

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

Truck left with Custodian

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

Hastings Park, Vancouver, B.C.

(c) How stored or packed at time of evacuation

(over)

was made the question should be answered "in no one's care")

Item	Description	Estimated Value \$	Estimated Value \$
1	1938 Chevrolet 1/2 ton delivery	199.53	197.88
2	Settlement by custodian without consent of	576.00	197.88

Estimated Value \$	Estimated Value \$
Estimated Value \$	Estimated Value \$

10.	Estimated Value \$	
	TOTAL CLAIM FOR PROPERTY LOSS \$	124.00
		397.11

and all other forms of property not included in real estate.

(c) Place of which claimant prefers to be heard

(VANCOUVER, KAMLOOPS, NELSON, LECHMIDGE,
MOOSE JAW, WINNIPEG, TORONTO OR MONTREAL.)
KAMLOOPS

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.

Winnipeg in the Province of Manitoba

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".

Redington

FOR THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

CROP SETTLEMENT CLAIM

CLAIMANT: Sukeichi KAITA

Reg. No. 14125

File No. 3765

SUBJECT

OF CLAIM: Settlement by Custodian without consent, of a claim made by
W.T.A. Thompson - \$194.88.

The real property formerly owned by Mr. Kaita at Pitt Meadows was leased by him to Mr. W.T.A. Thompson for 10 months as from April 1st, 1942, at a rental of \$765.00.

The Lessee, Mr. Thompson, in a statutory Declaration dated Sept. 16, 1942 claimed a shortage in the growing crops, and as per statement of March 3, 1943 a suggested settlement of 70% on an acreage adjustment of 2.73 was accepted by Mr. Thompson on February 3, 1943, i.e. \$194.88.

Mr. Kaita was advised of the above settlement in a letter dated July 13, 1943 and details in connection with the measurements of the crops were sent to him in a letter dated August 10, 1943.

March 15, 1948.

E. Robertson

ANALYSIS OF REAL PROPERTY CLAIM

CLAIMANT: Sukeichi KAITA Reg. No. 14125 File No. 3765

SUBJECT
OF CLAIM: S.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 2, Blk. 5 N., Range 1 E., Mun. of Pitt
Meadows in the District of New Westminster.

ASSESSED
VALUE: 1943. Land \$700.00
 Improvements 400.00 - \$1100.00.

V. L. A. - First Offer.

APPRAISAL: \$777.50. V.L.A. July 6, 1942.

TENDERS: None other than V.L.A. First Offer

SOLD: \$764.00 to V. L. A. as at January 1st, 1943.

CLAIM: Estimated value of Land by Claimant - \$1800.00
 " " Buildings " - 1000.00 - \$2800.00.

Less amount at which he states
property was sold by Custodian 745.00
(actual sale price was \$764.00)

AMOUNT BEING CLAIMED - - - - - \$2055.00

March 13, 1948.

[Handwritten Signature]

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 22.

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
SHUSIGI KAITA.

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.H.R. UPTON, Esq.,

Official Interpreter.

T.P. HORROBIN, Esq.,

Official Reporter.

30

S. Kaita,
In Chief,
Discussion.

MR. CHERNIACK: I would like to proceed with the first case on the list, No. B, Sukeichi Kaita. The total value for the real property, my lord, is \$2500.00, the gross sale, \$764.00, and the loss \$1736.00. The personal property claim, my lord, the truck, \$700.00. That is the only claim. The sale price was \$576.00 and the loss, \$124.00. We are abandoning the other claim.

10

SUKEICHI KAITA, the claimant herein,
being first duly sworn, testified
through the interpreter as follows:

DIRECT EXAMINATION BY MR. CHERNIACK:

Q Mr. Kaita, 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 the contents to be true to the best of your knowledge and recollection?

A Yes.

20

(STATEMENT MARKED EXHIBIT NO. 1).

MR. CHERNIACK: On behalf of my learned friend, my lord, I would like to file the S.S.B. appraisal as Exhibit 2.

(APPRAISAL MARKED EXHIBIT NO. 2).

MR. CHERNIACK: Unfortunately, my lord, this is one of the few cases where we haven't had the opportunity to type out these statements, and they are in handwriting and might be a little difficult to follow. For that reason possibly I should read them and your Lordship could make a note of whatever is

30

3
S. Kaita,
in Chief.

illegible on them.

THE COMMISSIONER Yes, I will have a look at it first.
I think I can read it all right.

10 MR. CHARNIACK: The claimant sets out in Exhibit 1
that he purchased the property in 1921 from Irma
Sprout and Helen Barker for \$1800.00, and I have
in my possession an agreement for the purchase
to that effect. I don't think your Lordship would
require it on the record. If you do, I can file
it. I will show it to my friend. At the time
of purchase, my lord, the property was all cleared
with the exception of one acre, leaving about 8½
acres cleared. The claimant cleared between --
one acre, 5 years after purchase, and with his
own labour constructed considerable ditching which
he is unable to estimate, dug a well in 1922, and
planted about 10 mixed fruit trees in 1924, and
erected 1100 raspberry poles equipped with 600
pounds of wire. Exhibit 1 goes on to describe the
20 buildings on the property, and you will notice
the years in which they are built do not correspond
with the estimate of ages in the appraisal. The
estimated cost is also shown opposite the buildings,
my lord. You will note from Exhibit 2 that the
property is well located, one and a half miles
from Pitt Meadows, 14 miles from New Westminster.
Now in Exhibit 2, my lord, the comment of the
appraiser reads, "The weeds and thistles have
grown very rank and the place generally has gone
30 back, through lack of cultivation, and the

4
S. Kaita,
In Chief.
Discussion.

ever-bearing strawberries are a washout, and they are not visible for weeds." He says somewhere, they are some of the best raspberries I have seen, but no favour to them", and recites that the crop was purchased by a Mrs. Thompson for \$700.00.

May I ask my learned friend to produce the lease, or a copy of the lease?

10

My lord, I ask leave to file this lease as Exhibit 3, pointing out that the lease is for \$765.00 which includes -- I am not quite clear whether it is the leasing or sale of certain chattels. Clause 7, I direct to your Lordship's attention, which is the one that says, "The lessee covenants with the lessor to pay rent; and to repair and to keep up fences; and not to cut down timber for any purpose whatsoever". And that he will "properly cultivate, fertilize, harvest, market all of the growing crops 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 and husbandlike manner."

20

THE COMMISSIONER: That is the usual agricultural covenant?

MR. CHERNIACK: Yes, my lord.

THE COMMISSIONER: This is a lease made by the claimant himself, is it?

30

MR. CHERNIACK: Yes, my lord, and filed with the Custodian. I did not know that there is a date

5
S. Keita,
In Chief.
Discussion.

shown there.

THE SECRETARY: The 6th of April, 1942.

MR. CHERNIACK: That is the date of the lease?

THE SECRETARY: Yes.

MR. CHERNIACK: I don't know when the Custodian received it. Perhaps my learned friend can help me.

MR. HUNTER: No, I don't know, my lord.

THE COMMISSIONER: What is your purpose in filing the lease, Mr. Cherniack?

10 MR. CHERNIACK: My lord, it is our contention that the Custodian was seized of this lease and subsequently made a settlement with the tenant on the basis of allegation of a short crop, or an underestimation of the crop as shown in the lease. We will argue that the Custodian should have been equally careful to see to it that the tenant kept up his part of the lease just as they insisted that the lessor be liable for any shortage of the crop.

20 THE COMMISSIONER: Do you contend that any such claim falls within the terms of reference?

MR. CHERNIACK: No, my lord, it is a question of the state of the land at the time of the appraisal.

THE COMMISSIONER: Oh, I see.

MR. CHERNIACK: The appraiser sets out it is weedy and was not kept up in proper condition, and that, of course, depreciates his valuation of the land. If the tenant did that, he should have been gone after in the same way as the Custodian recognized his right under that lease, and in that connection, my lord, I would ask my learned friend to produce

3

a a letter which he received from the claimant on the 29th of August, 1943. Oh, I am sorry, there is no need for that; I thought it was 1942, but the letter makes it immaterial.

(LEASE MARKED EXHIBIT NO. 3).

MR. GREENIACK: The comment on Exhibit 1, my lord, reads, that the claimant disagrees that his buildings were poor and states that while some were old, they were in fair condition. The house was
10 habitable and the other buildings were quite serviceable for the purposes for which they were used before leaving. He weeded the acreage and it was clean when he left and the fruit crops were in good condition. He states, "I leased the farm for ten months from April 1st, 1942, to William T.W. Thompson including the 1942 crop and some chattels listed in lease for \$765.00. I consider the valuation at \$777.50 is much below a fair market value. This land is well located on a good
20 road and convenient to Pitt Meadows Post Office. There were some wet spots but pump looked after this. Soil good for berries and whole acreage cultivated. In my opinion this property would be worth at least \$2500.00 when sold by the Custodian."

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

A Yes.

Q Is that your signature? A: Yes.

30 Q Are the contents true to the best of your knowledge

7
S. Kaita,
In Chief.

and recollection?

AY Yes.

(STATEMENT MARKED EXHIBIT NO. 4).

MR. CHERNIACK: May I ask my learned friend to produce a copy of the original lien note on the purchase of the truck mentioned in Exhibit 4? I would ask to file this, my lord. Perhaps I need only read it into the record. There is no need to put in the conditional sales agreement on the file. I am reading now, my lord, from a lien note produced from the Custodian's file which lien note was, I understand, received after payment was made, is that correct? The Custodian paid the balance due and received the lien note?

MR. HUNTER: I presume so. That is right.

MR. CHERNIACK: This is dated May 15th, 1941, and reads, "Used 1939 Chevrolet delivery". It sets out the serial number and shows cash delivery price, \$736.50.

THE COMMISSIONER: What is the date of purchase by the claimant?

MR. CHERNIACK: May 15th, 1941.

THE COMMISSIONER: And the price, \$736.50?

MR. CHERNIACK: On behalf of my learned friend I file Exhibit No. 5.

THE COMMISSIONER: What is this, the R.C.M.P. report?

MR. CHERNIACK: Yes, my lord. It states, "Appears good" opposite "description and condition".

THE COMMISSIONER: And the mileage?

MR. CHERNIACK: 38,362.

30 THE COMMISSIONER: It does not say if that is the first

time around.

MR. CHERNIACK: I expect we can be certain of it. It was a 1939 truck. I am also filing as Exhibit 6 a used car appraisal record which shows five good tires and indicates that there are no repairs needed. The appraisal seems to be \$525.00.

THE COMMISSIONER: By whom was it appraised?

MR. CHERNIACK: Well, this only shows the signature, but the Custodian's statement says McDermott Motors. Here there is only a signature which to me is illegible. I suppose it is one of their employees.

MR. HUNTER: It would be one of the people in that company.

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

(APPRAISAL RECORD MARKED EXHIBIT NO. 6).

MR. CHERNIACK: This truck was sold for \$576.00 by the Custodian. The claimant's comment is, "This car was in excellent operating condition when delivered to the R.C.M.P. in March, 1942. The Custodian's sheet is in error in showing this car as a 1938 model, it was a 1939 model." That sheet hasn't been filed so it isn't important.

"I consider this truck was worth at least \$700.00 when sold by the Custodian in August, 1942."

THE COMMISSIONER: Well the appraisal record, Exhibit 6, shows the car as a 1939 model.

MR. CHERNIACK: And so does the lien note.

MR. HUNTER: There is no dispute as to that, my lord.

THE COMMISSIONER: I am sure where the error arose.

THE Mounted Police report shows it was 1938. Is

9
S. Kaite,
Discussion.

that all, Mr. Cherniack?

MR. CHERNIACK: I believe so, my lord.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. The assessed value for 1943 was \$700.00 for the land and \$400.00 with the improvements, making a total of \$1100.00. Your Lordship has the sale price at \$764.00. Insofar as the vehicle is concerned, as the appraisal indicates, McDermott Motors appraised it at \$525.00. It was advertised for sale on July 15th, 16th and 17th, 1942, and as a result of the advertisement eight offers were received: \$300.00, \$360.00; \$250.00, \$350.00; \$405.00; \$410.00; \$310.00; and \$576.00 which was the one which was accepted, my lord. Against that, of course, out of the proceeds the lien note was paid off, and the balance was credited to the claimant.

I think it is entirely a question of value in both cases, my lord. No questions.

THE COMMISSIONER: That is all we require, Kaite.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

J. P. Horrabin
"J.P. HORRABIN"
Official Reporter.

Winnipeg, Man.
April 14, 1948.

Sukeichi KAITA

File No. 3765

Case No. 834

REAL PROPERTY CLAIM

(All claims shown are Gross)

1. Real Property Claim

\$2,500.00

Appraised at

\$777.50

Sold for

\$764.00

- Witnesses: 1. L.B. Plumbley - S.S.B. Appraiser
Exhibit No. 2 - 'Well-water poor, drinking water hauled from a spring on Ford Road. Dwelling house - not habitable, cost \$200. to make it habitable, not painted, no basement. Land - low, wet, small fruits and weeds.'
2. W.T.A. Thompson - Lessee - Agent.
Letters dated Feb. 3, 1943 and Jan. 7, 1943, re poor condition of crops. To be filed.

Ref. Trans.P.5 - reason the Custodian settled a crop claim with the Lessee-Agent.
Brief of Notes in Defence.
Sec.29 (1) of the Trading with the Enemy Act, 1947.

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

2. Truck Claim

\$700.00

Appraised at

\$525.00

Sold for

\$576.00

- Witnesses: 1. N. Grone, Appraiser, of McDermott Motors Limited.
2. F.G. Shears - to prove advertisement and eight (8) tenders received, high \$576.00, low \$250.00.

Summary of Defence
WitnessesWhere
RequiredSummary of Documents
to be filed Witness Proving
Same

L. B. Plumbley

1

W.T.A. Thompson

1

Letters dated Feb. 3,
1943, and Jan. 7, 1943.

N. Grone

2

F. G. Shears

2

HAC/mw

B R I E F

Winnipeg, Man.
April 14, 1948
V.L.A. Deal

Notes in Defence

In the Matter of the Claim of
Sukeichi KAITA, Reg. No. 14125

File No. 3765

Case No. 834

- Claims:
1. Real Property - Farm Lands & Buildings - V.L.A. Deal
 2. Personal Property - Truck.

Claim 1: Real Property - Farm Lands & Buildings - V.L.A. Deal

Amended Amount of Claim \$2500. (9.35 acres)
Custodian's sale price \$ 764. to V.L.A.

Defence: Real Property was sold for its fair market value.
Merely a question of value.

Ex. 2 S.S.B. Appraisal Mr. L.B. Plumbley
Buildings \$300.00 Top \$400.00
Land 477.50
Total \$777.50
Mr. Barnet \$750.00

1942 Assessment Land \$700.00
Improvements 400.00
Total \$1100.00 Taxes \$16.80

Comparison of S.S.B. Valuations and Claimant's Valuations:

<u>Buildings</u>		
House (26 x 28)	275.	650.
House (12 x 14)	75.	150.
Garage	25.	60.
Packing Shed	25.	80.
Wood shed	nil	20.
2 small coops	nil	30.
Totals	<u>\$400.</u>	Top <u>\$990.</u>
With Land	<u>\$300.</u>	

Further points to note in Ex. 2, S.S.B. Appraisal.
Well-water poor - drinking water hauled from spring on Ford Road.
Dwelling house - not habitable. Cost \$200. to make it habitable.
No basement, not painted. Land - low, wet, small fruits and weeds.

This property was leased to Mr. W.T.A. Thompson by the claimant for a period of 10 months in 1942. Apparently the Custodian received notice of this lease when the claimant registered, April 10, 1942. See: Letters dated Feb. 3, 1943 and Jan. 7, 1943, from this tenant to the Custodian re the poor condition of the land and crops. (in Claim File). The Custodian settled a Crops Misrepresentation Claim with this tenant for \$194.88, without the consent of the Owner, Japanese claimant. (Transcript P.5) Because of this, the claimant alleges the tenant should have kept the land free of weeds, cultivated, etc., and that the Custodian is liable for not seeing that this was done.

It can be argued, that the Custodian received the land subject to the lease, which did not expire until Jan. 31, 1943, and that at no time prior to that date was the Custodian liable for the tenant's non-compliance with the terms of the lease.

The only reason the tenant recovered his claim against the Japanese owner, from the Custodian, is, that was the only way any money payment could be made in such a case. At no time did the Custodian act as agent of the Japanese owner, where the latter had entered into a lease prior to his evacuation. The Custodian's only duty was to collect and receive, or pay, any money, since this could not be done by the Japanese. Sec. 29 (1) of the Trading with the Enemy Act, 1947.

Claim 2: Personal Property - 1939 Chev. Light Delivery ($\frac{1}{2}$ ton) Truck.

Amended amount of claim \$700.00
Custodian's Sale Price \$576.00
by tender - date August 19, 1942.

Defence: Truck was sold for its fair market value.
Merely a question of value.

Ex. 6 - Appraisal - McDermott Motors Ltd. - N. Grone

\$525.00

The truck was advertised for sale with several others on
July 15, 16 & 17, 1942, and eight (8) tenders were received.
Low - \$250.
High - \$576. (accepted)

N.B. This truck was sold by the Custodian for more than its
appraised value.

HAC/mw

Name of Claimant **KAITA, Suzeichi**Case **834**Custodian File **3765**

<u>REAL PROPERTY</u>										Total
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		
					764.00	226.12			990.12	
<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 & Not Found & Recorded Now Missing	45% of amount in next preceding column			
576.00										144.00
144.00										144.00
<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 CHATELS</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	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION										970.12

3765

November 16th, 1950.

Mr. Suwaichi KAITA,
R. R. #1,
Headingley, Manitoba.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 834

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 ... \$970.12.

Cheque in your favour is enclosed for \$938.50
and we have paid the Co-Operative Committee .. \$ 31.62
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS/js
1 encl.

3765

11th July, 1951.

The Old Age and Blind Persons'
Pensions Board,
320 Sherbrook Street,
Winnipeg, Manitoba.

Attention Mr. A. Milne

Dear Sirs:

Re: Your file No. 49358
Sukeishi KAITA, R.R. No. 1,
Rodney St., Headingly, Man.

Replying to your letter of 6th instant, the
property of the above Japanese was sold for \$764.00, but
after paying arrears of taxes and a mortgage, the nett amount
he received was \$138.16.

The Japanese Property Claims Commission awarded
Mr. Kaita \$970.12 to adjust the sale of his property and this
amount was sent to him on the 16th November, 1950.

Yours truly,



C.H. Reed,
Office of the Custodian.

CHR:HA