

3887

Surrey
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: SATO Akisaburo

HOME ADDRESS: 1493 Kennedy Rd., New Westminster, B.C.

REGISTRATION NUMBER 14346 SEX: Male AGE: 57

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: None

MARRIED? Yes

EXHIBIT NO. 743-10

DATE: Oct 14/46

FILED BY: G. A. H. H.

NAME OF WIFE OR HUSBAND: (deceased)

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN: Yoshio (M), Chiyoko (F), Kazuo (M)

ADDRESS OF CHILDREN: 1493 Kennedy Rd., New Westminster, B.C.

AGE OF CHILDREN: 23, 17, 14.

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

1. LOCATION AND DESCRIPTION: Lot 1 Block 3. of the east 60 acre.

Section 31, Township 2, Map 4017, S.E. quarter. - 15 acres.

2. BUILDINGS AND OTHER IMPROVEMENTS: 2 storey 8 room house, 2 chicken houses, barn, woodshed, garage, pump house, well and bath garage. 2 rhubarb and hot houses.

3. INSURANCE (Give particulars; state where policies are) Bankers and Traders Ins. Co., for \$2,000.00 house and furniture. 1944. policy paid to.

4. TAXES (Amount and where payable) \$52.50 paid to the municipal of Cloverdale, B.C.

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

None

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

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In owner's possession.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN strawberries 5 acres, black currants
 $\frac{1}{2}$ acre, red currants, 1 acre, 3 acres of rhubarb, 30 apple trees,
4 cherries, 9 plum trees, 5 pear trees.

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: Household furnishings for 8 room house including - 2 bureaus and bed, chinaware and (two sets), stove, (kitchen range and heater, stove,) will be left in declarant's house at 1493 Kennedy Rd., Surrey, B.C. Complete water system with pipes, etc.
- Farm implements including - plough, cultivator and harrow, circular saw, 300' $\frac{1}{2}$ " water hose, -goosberry leaf separator, fertilizer, 560 jam crates, 350 strawberry crates, tools will all be left in shed.
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS Further details see back page.
1 horse, 2 cats.

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

4. INSURANCE CARRIED ON ABOVE PROPERTY. Bankers and Traders Fire Ins.
for \$2,000.00 - Insurance on furniture - \$500.00 Policy in owner's
Policy No. 32-27579. possession.

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

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
\$100.00 Victory Bond - 1942 in owner's possession.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE. Confederation Life Ins. Co., for \$1,000.00 Beneficiary
son - Yoshio Sato, Policy No. 381,915 - \$50.70 annual premium,
Policy in owner's possession. Mutual Life-Son's policy - No 558128.

10. INTEREST IN ANY ESTATES OR TRUSTS. None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS. \$350.00 borrowed on life insurance policy - Confed-
eration Life- Policy No. 381,915.

2. TRADE DEBTS: None

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

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

Dated this 15th day of April 1942

(Signature)

Akishiro Sato

J. T. Williams
Witness

FOR DEPARTMENTAL USE

Remarks - Under contract to B.C. Electric - Mr. Akisabura, Sato, Kennedy
Rd., Surrey, B.C. Work order No. 2475 R/. Indemnity Bond No. 610461.

INFORMATION FROM R.C.M.P.

Date Nov. 21/42

Our File No. 3887

Full Name SATO, Akisaburo
(Surname in Block Letters)

Registration No. 14346

Male - Female
(check)

Age Aug. 28, 1884

Former Address Kennedy Rd., R.R. #1, New Lantz, N.C.

Date Evacuated Apr. 20/42 Naturalized - Canadian-Born - National
(check)

Present Address 40 J. H. B. Bridge
Magenta Rd. Lantz

Married - Single Widower 24/6/42 Box 62, Lantz, Alberta nee (Sato)
(check) Name of Wife HIRAKATA Moti

Name of Husband SATO

Name of Mother SATO, Zen Name of Father SATO, Kuniji

Names of Children under 16 (Dead)
Kazuo (m) Jan. 31/28

Requested by CCF Registered with Custodian (Yes or No)

Additional Information Farmer Owner of 15
acres & Bldgs, 3/4 ton truck

REAL PROPERTY SUMMARY

File 3887

V.L.A. B.C. 565-P

JAPANESE NAME: Akisaburo SATO -- Reg. No. 14346.

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

PROPERTY ADDRESS: 1493 Kennedy Road, New Westminster, B. C.

LEGAL DESCRIPTION: Lot 1 Block "B" of the East 60 acre portion of South East quarter of Section 31 Township 2 Map 4017 Municipality of Surrey in the District of New Westminster.

TITLE: In the name of Akisaburo SATO.

ENCUMBRANCE: Subject to Easement for Pole line to the B. C. Electric Railway Co., as to 1.72 acres, assigned to Western Power Co., and also subject to Mortgage of Easement to the Montreal Trust Co.

Vesting 25096 - 10th December 1942.

ASSESSED VALUE: 1942 - 14.97 acres.
Land \$850.00
Improvements \$1500.00 Total \$2350.00 Taxes \$52.50.

CLASSIFICATION: Berry and fruit farm. There is no inspection report on file. Mr. Sato in his declaration reported that there was under cultivation 5 acres in strawberries, 1 acre black currants, 1 acre red currants, 3 acres rhubarb, 30 apple trees, 4 cherry trees, 9 plum trees and 5 pear trees with 2 storey 8 room house 2 chicken houses, barn, woodshed, garage and 2 hot houses.

HISTORY OF ADMINISTRATION:

The property was rented on the 11th May 1942 to the 31st December 1942 to John KELLER for \$600.00, \$250.00 paid in cash and the balance to be paid from proceeds of crop. Lease included certain farm implements and some chattels. The tenant paid subsequently \$150.00 on the rental and requested that the rent for that season be reduced to the amount of the \$400.00 paid. This reduction was consented to by Mr. Sato on the 19th January 1943. The lease was extended by the Secretary of State on the 11th December 1943 as from the 1st January 1943 to the end of the year with provision for storage of chattels and use by the tenant of some farm implements at a rental of \$144.00. Mr. Sato was not satisfied with the amount of this rental in view of the reduction he made in the previous year but finally agreed to it. Lease was transferred to The Director The Veterans' Land Act on the 2nd August 1943 and the \$144.00 rental was credited as accrued rental to the Director The Veterans' Land Act.

SOLD:

To The Director The Veterans' Land Act for \$1255.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

EXHIBIT NO.

DATE

FILED BY

743-8
October 1/48
Grainger

FUNDS:

Released to the credit of Akisaburo SATO, sale price \$1255.00 plus rental \$400.00 plus insurance refund \$12.94, total \$1667.94; less taxes \$52.50, Certificate of Encumbrance \$1.00, registration fee \$3.00 legal fee \$15.00, total \$71.50. Net amount released \$1596.44.

TITLE:

Included in C. of T. 169011-E and payment of consideration included in cheque to the Custodian dated March 7th, 1944.

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

DATED April 25th, 1946.

Jan Macpherson

IM:ML

REAL PROPERTY SUMMARY

Files 5080, 8782, 4242, 3887

V.L.A. B.C. 446-P

JAPANESE NAME: Henry Yasuo INAMASU - - Reg. No. 12582.

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

PROPERTY ADDRESS: 268 Sandell Road, New Westminster.

LEGAL DESCRIPTION: Lots 6 to 13 inclusive Block 12 of Section 32, Block 5 North Range 2 West Map 1943 Municipality of Surrey, B.C.

TITLE: In the names of Saichi ITO, Akisaburo SATO and Zennozuke INOUE.

ENCUMBRANCES: \$3583-0 Agreement of Sale dated 14th May 1941, to Henry Yasuo INAMASU, \$350.00, \$100.00 cash, \$100.00 on the 14th May 1942, and \$150.00 on the 14th May 1943 with interest at 6%.

Vesting in Custodian 24803.

ASSESSED VALUE: 1942 -
Land \$240.00
Improvements \$300.00 Total \$540.00 Taxes \$12.00.

CLASSIFICATION: Farm with dwelling. Inspector reported October 6th, 1942, about 2 acres cleared, balance bush with 1 storey unfinished frame house 22 x 28, 5 rooms, bath house 8 x 20, woodshed 8 x 12. Occupied at that date by Mrs. Sarah Eva Brown.

HISTORY OF ADMINISTRATION: Rented by the owner to J.J. Brown from the 1st September 1942, for 1 year including some household goods, at \$3.00 per month. The lessee vacated the property on the 13th January 1943, paying 4 months rent, \$12.00, to the Custodian.

The Custodian leased the property to J.H. Newman from the 1st March 1943 to the end of the year at \$3.00 per month, and lessee paid to the Custodian \$15.00 which was allowed as accrued rental to The Director The Veterans' Land Act.

On the 4th February 1944, we wrote the registered owners of this property, Akisaburo SATO, Saichi ITO and Zennozuke INOUE for confirmation of the balance owing on the Agreement of Sale to INAMASU, as being \$250.00 of purchase price and interest at 6% from the 1st May 1942 and advising them that that "failing to hear from you by return of mail, we will have no alternative but to decide that the claim is correct in respect to this balance unpaid." Mr. Akisaburo SATO confirmed this amount as correct, the other two owners failed to reply. Accordingly the joint account of the 3 registered owners was credited with the balance of principal under Agreement of Sale, \$250.00 and interest at 6%, from the 1st May 1941 to the 30th June 1944, \$47.50, total of \$297.50.

SOLD: To The Director The Veterans' Land Act for \$369.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS: Released to the credit of Henry Yasuo INAMASU, sale price \$369.00

\$369.00

plus rental from J.J. Brown, \$12.00, total \$381.00, less taxes \$13.55, Certificate of Encumbrance \$1.00, registration fee \$3.00, legal fee \$15.00, balance owing on purchase \$297.50, total \$330.05. Net amount released \$50.95.

TITLE:

Issued to The Director The Veterans' Land Act number 172718-E and payment made to the Secretary of State by cheque dated June 28th, 1944.

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

DATED April 1st, 1946.

J. L. Thompson

IN:ML

REG
NO.

14346

NAME

SATO Akisaburo

FILE
NO.

3587

COMPANY

POLICY NO.

AMOUNT

EXPIRATION

MONTH

DAY

YEAR

PROPERTY

Bankers & Traders
Insurance Co. Ltd.

12-27579

\$2000.

Aug.

14

1944

1493 Davis Road South side
of Davis Road Municipality
of Surrey, B. C.

*Policy cancelled Aug 1/44
Policy transferred to D. I. H.*

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Akisaburo Sato

File No. 3887

Reg. No. 14346

Company CONFEDERATION Life Ass.

Agency Vanc.

Policy No. 381 915

Premium - \$ 50.70

Payable: Annually, Semi-annually or monthly

Month Feb. Day 27

REMARKS:

Letter sent 12/19/43

Our Claim File

VIRTUE & RUSSELL

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

MEARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

A GLADSTONE VIRTUE, N.C., R.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.

2nd April, 1948

PLEASE REFER TO FILE NO 3212 - 134

EVACUATION SECTION	
Rec'd	APR 6 1948
File No.	3887
Am.	
Notes	

JAPANESE PROPERTY CLAIMS COMMISSION,
A. Watson, Esq., Secretary,
John W.G. Hunter, Esq., Counsel,
LETHBRIDGE, A L B E R T A.

Dear Sirs:

RE: SATO (Akisaburo)
Registration No. 14346

We enclose herewith an itemized statement covering the real estate and personal property, giving full details.

We shall be glad if you will acknowledge receipt in due course.

Also, we shall be glad if the Custodian will send us WITHOUT PREJUDICE the balance which he is now holding in his account for Mr. Sato.

An additional copy of this letter and of the enclosure is going to Mr. Hunter.

We are, of course, aware that this claim is not on the list which is to be disposed of presently by the Commission.

Yours truly,

VIRTUE & RUSSELL,

Per

[Signature]

V/L
encl.

*For Mr. Johnston
attention
This is a Sub Commission
claim at Lethbridge
Oct 12, 1948*

[Signature]

VALUE OF REAL ESTATE & PERSONAL PROPERTY

REAL ESTATE:

Purchase price of land (15 acres)	\$	850.00
Cost of Clearing (13 1/2 acres)		2700.00
2 storied, 8 roomed residence		2500.00
Rabbit house ----- (20' x 100') ---		700.00
Old house & barn --- (26' x 30') ---		500.00
Rhubarb Hot-house -- (20' x 60') ---		500.00
Rhubarb Hot-house -- (24' x 64') ---		600.00
Garage & Woodshed -- (20' x 48') ---		300.00
Bath & Well-house -- (10' x 24') ---		75.00
Pump-house -- (6' x 8') ---		25.00
2 Packing houses --		50.00

\$ 8725.00

PERSONAL PROPERTY:

Living room table (hard-wood)	\$	35.00
Dining, Kitchen, pantry tables		20.00
7 chairs		10.50
Couch & rocking chair		12.00
2 cabinets		25.00
Kitchen stove		75.00
Warm stove		20.00
Electric hot-plates		10.00
Kitchen sink		5.00
Ironing board		2.50
Electric iron		5.00
3 double beds		25.00
3 single beds		15.00
Gas-lantern		10.00
Assorted books		15.00
Carpenter tools		30.00
16 Camp mattresses		32.00
2 sheets masonite (4'x8')		8.00
6 bed mattresses		22.00
Brooder house		75.00
Plow		32.00
Harrow		10.00
Cultivator		18.59
2 Wheelbarrows		10.00
300 ft. 1/2" water pipe		15.00
2 drum-stoves		20.00
Goose-berry Leaf Separator		25.00
2 Iron blocks		20.00
3 chains		10.00
Circular Saw		25.00
3 Cross-cut saws		30.00
3 sacks Lime (agricultural)		3.00
100# GO-West insecticide		7.00
8 rakes		8.00
2 mattocks		3.00
6 picks		6.00
3 sacks fertilizers		7.00
2 axes		3.00
200 bricks		4.00
450. Jam crates 18¢ ea.		81.00
350 Strawberry crates 15¢ ea.		87.50
50 Rhubarb crates		10.00
3 tons timothy hay		45.00
4 bales straw		4.00
Stump-puller		5.00
Horse & Harness		125.00

\$ 1066.09

Electric Pump & water system	\$	350.00
Electric Light contact		230.00
Electric Light fixtures		125.00
1942 crop		2000.00

\$ 2705.00

\$ 8725.00

1066.09

2705.00

Gross claim value \$ 12496.09

rec'd through checks)
& Custodian charges 1137.99

11358.10

Am't credited with 1216.27
Custodian

VALUE OF CLAIM \$10,141.83

VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

MEARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

A GLADSTONE VIRTUE, M.C.K.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.
FREDERICK JOHN MORGAN, B.A., LL.B.

23rd June, 1949

PLEASE REFER TO FILE NO. 3212 - 134

D.T. BRAIDWOOD, ESQ.,
c/o Messrs. Sutton, Braidwood & Morris,
Barristers and Solicitors,
506 Royal Bank Building,
VANCOUVER, B.C.

Dear Mr. Braidwood: RE: SETTLEMENT AWARDS
Akisaburo Sato, Case No. 743,
Custodian File No. 3887

REAL ESTATE:

We are obliged to accept proposed Award but we point out:-

- (a) Property cost.....\$11,595.00
- (b) Fair Value..... 8,725.00
- (c) Assessed Value..... 2,350.00
- (d) Photograph on record proves the value
and condition of the house;
- (e) Above property sold for \$1,255.00.

MISCELLANEOUS CHATTELS:

The claim outside of 1942 crop was for \$1,771.09.
Goods valued by Claimant at \$72.50 sold for \$21.25. We con-
sider that we are entitled to settlement on the usual basis
on the following:-

Sold with real property.....\$475.00
Declared not found..... 92.50
No record (but shown by evi-
dence to be on hand)..... 206.00
Abandoned..... 74.83
Not accounted for..... 253.83
Total - - \$1,102.16

In view of the outright beating this man took
on his fine home we trust that you will be as liberal as
possible on chattel settlement, and shall be glad to receive
revised form.

Yours truly,

VIRTUE, RUSSELL & MORGAN,
Per *[Signature]*

V/L

Canada

DEPARTMENT OF THE SECRETARY OF STATE OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

MAY - 9 1944

File No. 3887

506 Royal Bank Building,

Reg. No. 14346

Vancouver, B. C.

Mr. Akimatsu SATO,
Box 62,
Taber, Alberta.

Dear Sir:

Re: 1493 Kennedy Road, New Westminster, B. C.
Municipality of Surrey, Lot 1, Blk. 9B, of the
E. 60 acre portion of S.E. 1/4 of Sec. 31, Township
2, Map 4017, Dis. of New Westminster, C. of B. 50728.

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

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

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

Sale price of above described property	1255.00
Add:	12.94
Unexpired insurance premium as at January 1st, 1943	1267.94
Less:	
Tax arrears to December 31st, 1942	3.00
Registration fee	
Encumbrance—Principal	
—Interest	3.00
Net proceeds of sale	\$ 1264.94

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

Yours truly,

F. G. SHEARS,
Director.

1943		Debit	Credit	Balance
Jan. 1	Balance brought forward		\$ 160.40	\$ 160.40 CR
	Credit re Sale of Property		1264.94	
	Land Registry Office C/E	\$ 1.00		
6	Cheque to you	100.00		
Feb. 5	" " "	50.00		
June 14	W.E. Corbett, Chevrolet truck		600.00	
July 16	Confederation Life	372.42		
20	Cheque to you	100.00		
Aug. 2	Confederation Life	8.67		
6	J. Keller crate boxes and lines		53.50	
25	Cheque to you	100.00		
Sep. 20	" " "	100.00		
Oct. 18	Dr. Kamagai payment of a/c	12.50		
		\$643.59	\$2078.84	CR\$1235.25

EXHIBIT No. 743 - 3
DATE October 1/48
FILED BY A.G. Virtue

THIS INDENTURE

Made the Twenty-first day of January in the year of our
Lord one thousand nine hundred and twenty-seven (1927)

In Pursuance of the "Real Property Conveyance Act"

Between

JAMES WILLIAM JOLLEY, of South Gabriola Island, in the
Province of British Columbia, Farmer.

(hereinafter called the "Grantor")

AND

AKISABURO SATO, of Strawberry Hill Post Office, in the
Province of British Columbia, Labourer.

(hereinafter called the "Grantee")

WITNESSETH, that in consideration of EIGHT HUNDRED AND FIFTY (\$850.00) ———

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

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying
and being in the Municipality of Surrey, and the District Of New Westminster, in
the Province of British Columbia, and more particularly known and described as
Lot numbered One (1), of Block lettered "B", in the Sub-division of the East
Sixty (E.60) acres of the South East Quarter (SE $\frac{1}{4}$) of Section Thirty-one (31),
Township Two (2), West of the Coast Meridian, according to a map or plan deposited
in the Land Registry Office of the City of New Westminster, in the Province
aforesaid, and numbered 4017.

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

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

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

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

SIGNED, SEALED and DELIVERED)
IN THE PRESENCE OF)
Signature of)
of Witness) "Nora Hincks")
Street Address Langford)
City or Town B.C.)
Occupation of Witness Married)

"James William Jolley" "Seal"

FOR MAKER (INCLUDING MARRIED WOMAN)

(Not completed)

FOR WITNESS

Province of British Columbia)

To Wit:)

I, Nora Hincks, of the Village
of Langford, 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 James William Jolly the party thereto, for the purposes named therein.
2. The said instrument was executed at Langford.
3. I know the said party, and that he is of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Langford
in the Province of British Columbia, this 31st)
day of January, 1927)

"H.A. Hincks"

A Notary Public in and for the Province of British Columbia.

"Nora Hincks"

Farm Appraisal Report

File No. **JL-482**Land Description **Lot 1, Block B of east 60 ac. portion of S.E. 1/4 Sec. 51, Tp. 2, 1493 Kennedy Road.**

Map 4017.

Containing **14.97** AcresOwner's Name **Akicabura SATO**Post Office Address **R.R.1, New Westminster.**Nearest Rail Point **Kennedy, B.C.N.R.**Distance **1 1/2 miles**Market Town **New Westminster, B.C.**Distance **6 miles**Church (give denomination) **Newton - Presbyterian**Distance **3 "**Nearest School **Queen Elizabeth and Simon Cunningham**Distance **1 1/2 "**State how property was identified: **By map and roads.**

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

At 1493 Kennedy Road - gravel, good - one mile from highway.Is this district a good one? **Not a good farming district, but there are some good small farms in vicinity.**Employment opportunity **Seasonal on farms. Industries located along Fraser River about 6 miles distant.**Predominating Nationality and religion: **British, Protestant.**Describe Fencing and its condition: **Some barbed wire on west side-poor. Value \$**Water supply: **From well, electric pump and pressure tank.**

Value \$

BUILDINGS ON FARM

EXHIBIT No. **743-7**DATE **Oct. 1/48**

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	28 x 28	Frame	9'	Shgl.	20 yrs.	Cedar posts	Poor	500.00
Chicken house	10 x 28							
Chicken house	8 x 28							
Chicken house	14 x 16	Frame	7'	Shgl.	"	"	"	no value
BARN	20 x 100	"	7'	"	"	"	"	100.00
Rhubarb house	8 x 12	"						
	24 x 60	"	8'	Shake	"	on ground	Poor	100.00
Garage & woodshed	20 x 28	"	10'	"	"	"	"	25.00
Rhubarb house	20 x 60	"	8'	"	5 yrs.	"	Good	200.00
Old house -	14 x 20	"	7'	Shgl.	25 "	Posts	Poor	no value
Packing shed	10 x 20							
	14 x 24	Posts & shakes	7'	Shake	20 "	"	Poor	no value

Electricity in buildings.

Total present day value \$ **925.00**

Total Value Buildings add to farm

\$ **500.00**

Is dwelling habitable without repairs?

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

habitable? **Habitable, but unfinished and roof leaks.**Essential repairs approximately - - - \$ **500.00**Describe the basement and chimneys: **No basement. Brick from ground & 1 on bracket.**No. rooms downstairs? **5** Upstairs? **2** How finished **Unfinished, part boarded.**Are buildings painted? **Old paint** Condition of paint **Poor.**Distance from nearest bush **50 yards.**

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
11.97	Level. 11.97 ac	Sandy loam 8"-24"	Sand and some hard- pan	Strawberries, etc. Poor	60.00	718.20
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
3.	Level and undulating 3 ac.	Sandy loam 8"-20"	Sand and some hard- pan	Clearing of second growth and stumps.	75.00	20.00
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	

Total value of Land \$ 778.20

Total added by buildings to value of farm \$ 500.00

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

Total value of farm \$ 1278.20

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Farm in very poor shape, rented late and very weedy. Soil is quite good if cleared up and cover cropped and manured. Crops poor, humus required. Rented from Custodian by J. Keller for \$600., \$300. paid in cash, balance to come out of crop.

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

Small fruits, poultry.

Noxious weeds:

Very weedy, thistles, etc.

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

Taxes - \$52.50

Surrey Municipality.

Date: July 7th, 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 19 42.

Inspector's Signature

"R. W. BROWN"

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

Remarks: Property is located at 1488 Kennedy Road, near the intersection of Kennedy and Sumrell Roads, about 1 mile from the highway. The soil on this lot is fairly good but has not been kept built up and lacks humus and is rundown. It was not rented this year until on in May, with the result that it has not been properly farmed this year and is very weedy. The strawberries must be old as they are poor. It has a very neglected appearance. Land to be cleared has a light second growth with some stumps. The house is in poor shape and would require considerable improvements to be lived in during the winter. The one rhubarb forcing house is in good shape but the balance of buildings are poor and of little value. There is a little barbed wire fencing on the west lot, it is in poor shape. Water is obtained from a well by electric pump and pressure tank and apparently the well does not go dry readily. There is electric light in the buildings. Soil is quite good if built up but property in poor shape.

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation. Some fruit trees on property but of no commercial value.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.ORCHARDS, SMALL FRUITS, ETC.

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

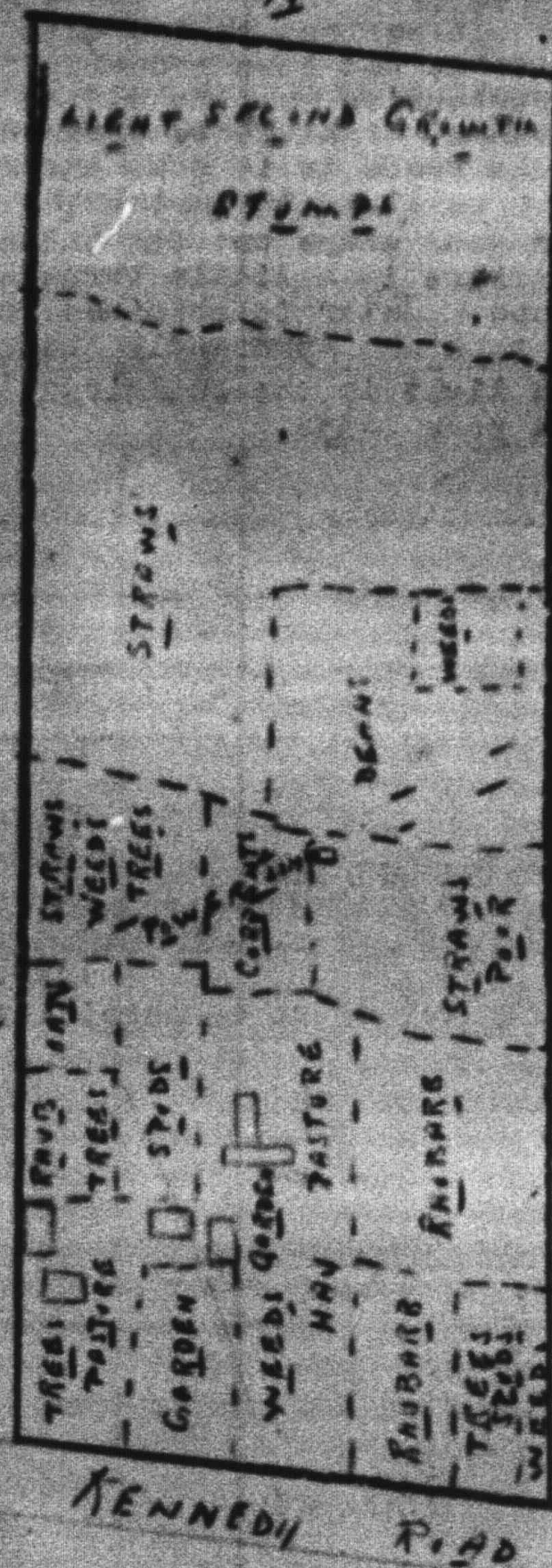
	<u>Present Value</u>
Approximate acreage in small fruits -	\$
5.15 acs. straws, poor	\$
.5 " currants,	\$
.9 " rhubarb, very poor.	\$
Also 1.3 ac. beans very backward and 4.32 ac. in vegetables, such as corn, spuds, and balance in hay	\$
pasture, weeds and building sites.	\$
	\$
	\$
	\$
Total \$	\$

Amount fruit trees add to value of farm \$

Diagram of Property

5

SCAR 300-1



L. 71 Rhin. B, 72-5 to AC. part of 7-SEH. See 31
if 2, 72-4-19. 12-19 AC.

T W BROWN

Following careful review of this appraisal report, it is my opinion that the present value is \$ 1500.00

Date **15th July** 19 **48.**

"I. T. BARNETT"
District Superintendent.

3487
14346

SOLDIER SETTLEMENT and VETERANS' LAND ACT

BC/5689
File No. (JL-482)

Vancouver, B.C.
APR - 4 1944

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

SATO, Akisaburo

Dear Sir:-

Re: Lot 1, Blk. "B" of the E 60 ac. ptm
of Smt of Sec. 31, Tp. 2, Map 4017.
MUNICIPALITY OF SURREY

I beg to acknowledge receipt of Duplicate
Certificate of Title No. 169011-B of the New Westminster
Land Registry Office for the above parcel of land in the
name of The Director, The Veterans' Land Act.

Included in the Veterans' Land Act cheque
for \$ 20,418.00, in favour of The Secretary of State,
forwarded to you and dated March 7th, 1944 is the
amount of the purchase price in full of the above land
arrived at as follows:-

Purchase Price	\$ 1,255.00
Less arrears of taxes to January 1st, 1943.	-
Amount paid to Secretary of State	\$ 1,255.00 ✓

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

Yours truly,

W.K. Chandler
W.K. Chandler,
LEGAL ADVISER.

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

APR - 4 1944

Solicitor for
The Secretary of State

Lease No. 92

File No. 3227

This Indenture,

Made in triplicate this Eleventh day of December A.D. 1943

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

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

Hereinafter referred to as the
LESSOR OF THE FIRST PART.

And:

JACOB KELLER, (Farmer) of R. R. #1,
New Westminster, in the Province of
British Columbia.

Hereinafter referred to as the
LESSEE OF THE SECOND PART.

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

Lot One (1) Block "B" of the East 60 acre portion of South East Quarter (SE $\frac{1}{4}$) Section Thirty-one (31) Township Two (2) according to a registered map or plan thereof deposited in the Land Registry Office, City of New Westminster, in the Province of British Columbia, and therein numbered Four Thousand, and Seventeen (4017), District of New Westminster.
(Also known as 1493 Kennedy Road).

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining, saving and excepting thereout sufficient space to be reserved for the sole and exclusive use of the Lessor in storing certain chattels and effects now on the premises.

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

- 1 Plow
- 1 Horse cultivator
- 1 Set Drag harrows
- 1 Set scales
- 1 Spray pump

from the First day of January A.D. 1943, (or from the date hereof) for the term of One (1) years thence ensuing and fully to be determined on the Thirty-first day of December, 1943.

Yielding during the said term therefor the clear (annual) rent of \$(144.00) Dollars, One Hundred and Forty-four Dollars, of lawful money of Canada, payable to the Lessor at the Office of the Custodian, Vancouver, British Columbia, on the following days and times, that is to say:—One Hundred and Forty-four (\$144.00) the first payment to be made on the Second day of January, A.D. 1943.

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

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

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

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

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

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

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

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

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

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

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

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

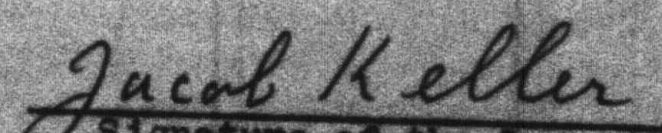
British Columbia: Such notice may also be served upon the Lessee personally or by posting it on any part of the said premises if vacant, or by serving it upon any grown up person on the said premises if occupied and if the Lease shall terminate as herein provided on any day other than the

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

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

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


Signature of the Lessor.


Signature of the Lessee.

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

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

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

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

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

[Signature]

[Signature]
(G. W. McPHERSON)

Authorized Deputy of the Secretary
of State and/or Custodian

Signed by the said Lessee
in the presence of:—

[Signature]

Rm. Anderson

Jacob Keller

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

[Signature]
District Superintendent.

Richardson 3887 May 7 Richardson
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RR No 4 RECEIVED
Lib # 3887 New. West mins to
sata a. B. C.
Secret 6/5/44

Custodian of Japanese property.
Royal Bank Bldg.
Vancouver

Dear Sir I wrote you people
some time in March about
renting of Japanese farm. Now
I know the place on Kennedy
Rd. the man name is Isue.
Pato now this place is not
in very good shape should
be about 2 weeks ago it been
neglected. the idea is to get
what we can this year and
get in good shape for next.
There also is a home on this
place it not much very old

still it worth looking of
you will have to put it down
this year because being too
much will we see. You let me
know what you think of
the matter and make final.
still place buds looking after
at once.

your truly
Leo. Wagner.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
APR 22 1942

3787

April 21, 1942

Mr. R. H. Anderson

Dear Sir, I was out to
Mr. Rhesabugo Sato on
Sunday looking over his
farm on which is for sale.
I am interested in taking on
a farm on which I am
fully experienced as I have
been down on one. But
wouldn't be interested after
this week as the crop needs
care this week in order
to get a reasonable
turn. Mr. John Hay
told me of this deal as my
brother and law has his
farm. Hoping to hear of
this as quickly as possible
turn over soon. Sincerely,

Elgin & Co.

1011 West Broadway
Vancouver B.C.

3887

11th May, 1942.

Mr. J. Keller,
1493 Kennedy Road,
Surrey, B.C.

Dear Sir:

re: A. Sato.

We wish to advise that the Custodian is willing to lease the farm of A. Sato, Kennedy Road, Surrey, B.C., to you for the period ending December 31st, 1942, for the sum of \$600.00, payable \$250.00 cash and the balance out of the proceeds of the crop. Acceptance of your offer by the Custodian is on the express understanding that you will enter into a formal lease agreement on terms satisfactory to the Custodian.

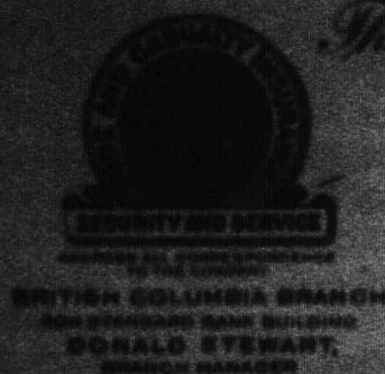
It is understood that you are permitted to use certain of the farm implements and household goods. Please let us have a list of the articles you intend to use and store the remainder in a safe place. You are also to have the use of the horse and harness. Any fertilizer, spraying material or weevil eradicator, belonging to Sato, you use, is to be paid for by you at market price. In the event of any strawberry or jam crates being short at the end of the season, it will be necessary for you to either replace or pay for shortage.

If you agree to this arrangement, please advise us by letter, and it will then be in order for you to take possession of the property pending execution of the lease.

Yours truly,

R. P. Alexander,
Assistant Manager.

RDR:GF



The Canadian Indemnity Company

HEAD OFFICE: 333 MAIN ST. WINNIPEG

Vancouver, Canada.

May 12th, 1942,
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

MAY 13 1942

Office of Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
VANCOUVER, B.C.

Oa 1717

Dear Sirs: Re: Bond No. 510461 - Akisaburo SATO, Kennedy Road, Surrey.

We understand that Mr. Sato has been evacuated from the Province and that the property owned by him and situated on Kennedy Road, Surrey, has now been leased to a party named J. KELLER.

When the property was evacuated, the electric light was cut off and, at your request, we had the British Columbia Electric Railway Company Limited re-connect.

A difficulty has arisen, however, in respect to the monthly amount to be paid by Mr. Keller. Our Bond, No. 510461, guarantees the British Columbia Electric Railway Company Limited that Mr. Sato will pay a minimum charge per month amounting to \$5.60 until such time as the sum of \$268.80 has been paid.

The Agreement with the British Columbia Electric Railway Company Limited for the installation of the Light calls for the minimum charge to run for a period of four (4) years, as from January 14, 1941. The Agreement will, therefore, expire on January 14th, 1945. Mr. Keller, we believe, claims that his Agreement with you is that he shall pay the actual value of the Light used. We cannot, however, agree to this as it will mean that if the monthly amount was less than \$5.60 per month, our Company would have to pay the B. C. Electric Railway Company Limited the balance to make up that amount. We must insist, therefore, that Mr. Keller pay the monthly minimum of \$5.60, otherwise the B. C. Electric Railway Company Limited will cut off the Light, which, of course, is the last thing that we desire.

The balance owing under the bond to the expiry date - January 14th, 1945 - is \$205.63. We further understand that the minimum for April, 1942, is outstanding, which amounts to \$5.60, and, as we will have to pay this, we would ask that you please be good enough to see that this sum is paid to us out of rents which pay come into your hands for the benefit of Mr. Sato.

We shall be delighted to hear from you as to what arrangement you can make with Mr. Keller to take care of the minimum per month. We attach specimen copy of the application signed by Mr. Sato, applying for the bond, which binds him to hold our Company free from any claims or expenses; also specimen of the bond form, for your information.

Yours very truly,
THE CANADIAN INDEMNITY COMPANY
Per:

Branch Manager.

DS/BV
ENCLS - 2.

145100
A. Sato

File # 3887

I contacted Mr Keller, the lease, and his letter of acknowledgment will be coming forward immediately.

Regarding the Electric Light Bond Agreement, Mr Keller has made arrangements with the tenant on the neighboring farm to which water is pumped from the Sato farm and he is now agreeable to pay the minimum bonded charge of \$5.00 per month commencing with May 11/48 which is the date he took possession. He wants it understood that he will not be responsible for any arrears that might have accrued before that time.

A. Sato was evacuated on April 21/48.

log

605
605
1210
1815
1815
605

3887

Richard
 G. J. H. Bridge
 P.O. Box 48
 Maguach Alta
 June 3, 1942

The Custodian's Office
 506 Royal Bank Bldg.
 Vancouver B.C.

OFFICE OF THE CUSTODIAN
 JAPANESE SECTION
RECEIVED
 JUN 9 1942

Dear Sir:-

I have been informed from a very reliable source that our property has been leased to Mr. J. Keller in receipt of a sum of \$600. as rental for this year.

On our departure from the coast we drew out a loan of \$340 from the Confederation Life Association as we were financially handicapped, therefore it is my sincerest request, that the rental money be used to clear our debts, at your earliest convenience before the interests accumulate.

And will you kindly oblige me by sending me the remaining sum as we are financially embarrassed at present.

Thank you, I am
 Only debt declared
 to loan on life insurance.

Yours very truly
 Akisakuro Sato
 Formerly of { 1893 - Kennedy Rd. R.R. 1
 New Westminster, B.C.

3887

6th October, 1942.

Mr. Akisaburo Sato,
c/o J. H. Bridge,
P.O. Box 48,
Magrath, Alta.

Dear Sir:-

We have received your letters dated September 27th and have noted same.

We have not, as yet, received the full sum of rental on your property but expect to receive the balance very shortly.

In your letter, June 3rd, you stated that you wished us to pay the sum of \$340.00 dollars to the Confederation Life Assurance, repaying loan from them on your Life Insurance Policy.

We have paid your electric light account for the period prior to your evacuation amounting to \$12.10 and intend to pay the taxes amounting to \$52.50, in the course of a few days.

We note in your letter that you are financially hard pressed and would like to demand rent from your farm, your request will be considered when full rent has been received by this office and debts paid as stated.

Trust you will find this satisfactory.

Yours truly,

R. D. Richardson,
Farm Department.

710
RDR:AW

3887

18th November, 1942.

Mr. Akisaburo Sato, #14346,
c/o J. H. Bridge,
P.O. Box 48,
Wagath, Alta.

Dear Sir:

We have for acknowledgment your letter of the 11th instant, and ask that you kindly inform us whether you still wish us to pay rental money received from your property to the Confederation Life Assurance on account of loan made by you from them.

For your information we wish to state that your property became vested in the Custodian upon your evacuation from the protected area and is being administered by the Custodian on your behalf.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:GF

No
27442

ant - J. J. Budge

9. J. J. Budge

W. B. B. B.

OFFICE OF THE COMMISSIONER
JAPANESE SECTION

RECEIVED
NOV 30 1942

Magrath, Alta.

Nov 27/42

Mr. L. A. Richardson

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

3487

Dear Sir -

I have received your letter of the 18th instance regarding the rental payment and I wish to inform you that I do not, as I had intended, wish you to pay the rental money received from our property to the Confederation Life Insurance. Each of my family not being in perfect health and visiting doctors often, I am at present financially worried. Will you kindly oblige me by sending us the whole amt. of rental payment on my farm? If not I'm afraid we are due for quite a struggle this winter.

There is something else I would like to bring to your attention. That is; I have 350 Strawberry crates and approximately 300 crates sold to Mr. Keller and I would like to know if you have collected the money from him. If not will you ask him for it and send it along with the rental payment of my farm?

I thank you very much.
We have no more of this kind.

Gratefully yours,
A. Sato

3887

2nd December, 1942.

Mr. Akisaburo Sato,
Registration No. 14346,
c/o J.H. Bridge,
P.O. Box 48,
Wagath, Alta.

Dear Sir:

In reply to yours of the 27th ultimo we enclose herewith our cheque in the amount of \$150.00, being payment on account of funds held to your credit by this office.

In the second paragraph of your letter you state that you sold Mr. Keller strawberry and rhubarb crates. This is the first we have heard of this. If you supply us with full details and the total amount of the sale we will be pleased to get in touch with Mr. Keller and endeavour to obtain payment.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:GF

To Mr. J. X. Bridge
P.O. Box 48
Nagata, Alberta
December 6, 1942

Mr. R. O. Richardson
The Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.
Dear Sir,

EXHIBIT NO. 743-12
DATE October 1/42
FILED BY G. R. A. Rice

EVACUATION SECTION
Rec'd DEC 23 1942
File No.
And
Referred Richardson

20/1/43

Wills Anderson

Received your letter of the 2nd instant and also the enclosed cheque of \$50.00. I wish to know why you didn't send us the whole amount of Rental Money on my farm totalling \$600.00 (promised to us by Mr. Keller for the year of 1942). Please mail us the remaining \$550.00 as soon as possible (*\$400 only received from Keller)

About the crates — Mr. Keller moved into my farm two or three weeks following my leave. After my departure my nephew, J. Fukushima took charge of my farm and informed them of the crates, but did not set the price for them as it was not his own. I believe there are approximately 335 strawberry crates (about 30¢ each) and 50 peach crates (about 15¢ each). Undoubtedly Mr. Keller passed them up by now. Will you kindly ask him exactly how many there were?

I would greatly appreciate it if you will send us the correct amount of money received from Mr. Keller for the crates and the balance of Rental Payment on my farm.

Thank you.

Yours Truly,

A. Sato

*Horse died 15/12/42

Keller did not buy or use any crates. They are all still on property.

3857

5th January, 1943.

Mr. Akisaburo Sato,
Registration No. 1/346,
c/o Mr. J. H. Bridge,
P.O. Box 48,
Magrath, Alta.

Dear Sirs:

In reply to your letter of the 6th ultimo we have to advise that we have received the sum of \$400.00 from Mr. Kellar, the tenant of your property, and we have made the following payments on your behalf:-

1942 taxes	-	\$ 52.50
B.C. Electric Railway	-	12.10
Dr. Irving	-	25.00
Cheque to yourself	-	\$150.00

which leaves a credit balance of \$160.40. We enclose herewith our cheque in the amount of \$100.00 in your favour. After deducting this cheque there remains a balance of \$60.40 to your credit here.

Mr. Kellar called at this office the other day and informed us that he has not used the strawberry or rhubarb crates, and that they are all still on the farm. He, therefore, does not owe you anything for the purchase of any of these. He stated that he definitely feels that the sum of \$600.00, which he undertook to pay for the crop on your farm, was too much and, as he has already paid \$400.00 cash and also \$48.40 to the B.C. Electric Railway Co. on account of your electric light contract, he feels that you should be prepared to accept what is already paid in full settlement of the bill.

For your information we like to state that we believe Mr. Kellar is about the finest tenant you could have on your property. He is an exceptionally good workman and very honest, and we can say without hesitation that he will do what is fair by your property at all times. We feel that it would be very good business on your part to agree with Mr. Kellar.

Kindly let us know whether or not you will accept
the moneys already paid by Mr. Keller in full settlement.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:GF

Encls

4830 Ely

P.O. Box 11

Wagstaff, Minn.

January 19/43

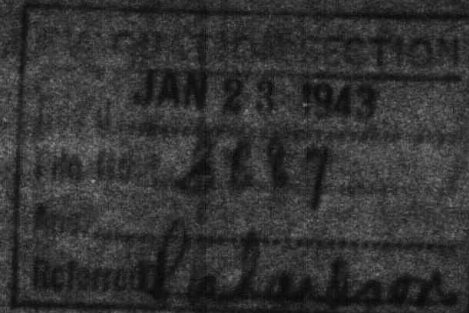
Mr. R. A. Kellars,

506 Rydell Ave. S.W.,

Madison, Minn.

Decorah, B.C.

Dear Sir:



I am in receipt of your letter of the 6th inst. regarding the rental payment Mr. Kellar could not pay for full term, I say, but if such is the case I will willingly submit to the quantity of one or two crates contemplating the question of rental payment for this year I suggest making it as is again, providing Mr. Kellar pays the tax and electric bill. Please understand that this is merely a suggestion. If rejected it is his matter I will reconsider.

Speaking of crates, if Mr. Kellar had not had the straw and shuck crates, of course you stated, he was not willing but will be considered buying them for the approaching crop this year? I see no reason why he should refuse. If the crates are left they will naturally begin to rot. I sincerely hope Mr. Kellar will consider purchasing them.

Thanking you with my deepest appreciation for the charge of no. 10, I remain,

Yours Truly,
A. Sato

3887

January 27th, 1943.

Mr. Akisaburo SATO,
Reg. No. 14346,
c/o J. H. Bridge,
P. O. Box 48,
Magrath, Alta.

Dear Sir:

We thank you for your letter of the 23rd instant and we are accordingly advising Mr. Keller, tenant on your property, that you have agreed to accept the \$400.00 already paid by him in full for the leasing of your property by him for the period ending December 31st, 1942.

We note your remarks regarding terms for leasing your property for the year 1943. In this regard we have to advise that your property has been leased to Mr. Keller for the sum of \$144.00 for the full year and payment by Mr. Keller of the monthly minimum of \$5.60 due on your electric light bond. Mr. Keller has already paid to us the \$144.00 due, which amount has been placed to your credit. The leasing of your property and the terms on which it was leased was handled by the Soldier Settlement of Canada, who are authorized to set the terms on all Japanese properties in the prohibited area.

We note your remarks regarding selling the strawberry and rhubarb crates on your property and we will write today to Mr. Keller in this connection. If he does not wish to purchase them, we will be pleased to make every effort to sell them on your behalf.

Yours truly,

R. D. Richardson,
Farm Department.

RDR/EM

3887

January 27th, 1943.

Mr. J. Keller,
R. R. #1,
New Westminster, B. C.

Dear Sir:

Re: Akisaburo SATO

We are pleased to advise you that we have received word from Mr. Sato that he is quite agreeable to accept as full payment the \$400.00 already paid by you covering your leasing of his property for the year ending December 31st, 1942.

Mr. Sato has asked that we take up with you the question of your purchasing the strawberry and rhubarb crates that are on the property. If you are interested we see no reason why you should not purchase them in view of the fact that there will be possibly a shortage of these articles for this season.

Kindly let us hear from you in this regard.

Yours truly,

R. D. Richardson,
Farm Department.

RDR/EM

Reg. No. 14346
G. J. D. Bridge
P.O. Box 48

Wagah, Alta.
Feb 25th/49

Mr. R. L. Richardson,
File No. 3187
506 Royal Bank Bldg
Vancouver, B.C.

VACUATION SECTION	
NO.	MAR 3 1949
FILE NO.	3887
ANS.	Richardson
REFERRED	

Dear Sir:

I am in receipt of your letter of the 27th ultimo regarding the lease of my property for this year. I was totally surprised at the news that the lease on my farm should be lowered to such a disheartening amt. as \$44.00. However, I am in no position to produce any objections and I am unwillingly forced to accept those terms set by the Soldier Settlement Board.

In your letter preceding the last you stated that there still remains a balance of \$60.40 from the payment of my property for the previous year, to my credit in your hands. I shall be grateful if you will kindly send me this remaining sum and if by chance you have sold the crates will you please send me the money along with it. Thank you.

Gratefully yours,
A. Sato

3887

REPORT

Re articles used by former tenant, Mr. J. Kellar,
which belonged to the A. SATO, farm, 1493 Kennedy Rd., Surrey B.C.

Namely:

150 Strawberry crates complete.	@ .30	\$45.00
50 Rhubarb crates.	@ .15	7.50
5 Bags of lime (OLB)	@ .20	1.00
		<u>\$53.50</u>

Mr. J. Kellar, same address as above, ^{will} send money owing
upon receipt of official statement.

Recheck of property discloses that all is in order except
for those mentioned above.

Signed, *Wm. J. Kellar*
July 15/ 43.

Re Lease.

Corroline Byle - New Tenant.

3887

file his phase

July 23, 1943.

Mr. J. Keller,
1493 Kennedy Road,
Surrey, B. C.

Dear Sir:

Re: A. SATO

Our field man, Mr. R. Anderson, advises that you have used the following articles belonging to A. Sato, whose farm you are occupying:

150 Strawberry crates complete	@ .30	\$45.00
50 Rhubarb crates	@ .15	7.50
5 Bags of lime (old)	@ .20	1.00
		<u>\$53.50</u>

Your cheque to cover for \$53.50 would be much appreciated.

This will confirm our verbal arrangement that the Custodian is agreeable to your assigning your lease to Mr. Cornelius Byles.

Yours truly,

R. D. Richardson
Farm Department

RDR/ms

Raid Aug 6/43
[Signature]

28

3087, 8700, 4242
and 9000.

February 4th, 1944.

Registered A/R

Mr. Akimura SANO,
Registration No. 14346,
c/o J.M. Bridge,
MAGNATH, ALTA.

Dear Sir:

RE: Lots 6 to 13, Blk. 12, Sec. 32,
S. 1 N., R. 2 W., Map 1943, N.W.D.,
Municipality of SUTTON.

Mr. Henry James INAHARA, Purchaser of the above described
land from you and Mr. Saichi ITO and Mr. Somotake INOUE, has filed
with us a statement acknowledging owing on the Purchase Price the
sum of \$290.00 and interest at 6% from the 1st of May, 1941.

Will you be good enough to confirm this by signing the
duplicate of this letter and return the copy you sign at once to this
office using the stamped, addressed envelope enclosed herewith.

If any differences exist, please let us have full particulars.

Failing to hear from you by return of mail we will have no
alternative but to decide that the claim is correct.

Yours truly,

THOMAS
BULL.

Tom Thompson
Title Examiner

APPROVED CORRECT: _____
(Japanese Name)

4242, 5000, 3007
and 6708.

February 4th, 1944.

Registered A/R

Mr. Seichi ITO,
Registration No. 12405,
c/o Mrs. Iwano C. Tomin,
Box 444,
LAWRENCE, ALA.

Dear Sir:

RE: Lots 6 to 13, Blk. 12, Sec. 32,
E. 5 N., R. 2 W., Map 1943, N.W.D.,
Municipality of SURRY.

Mr. Henry Kameo INAHARA, Purchaser of the above described
land from you and Mr. Shimabara SATO and Mr. Sannosuke INOUE, has
filed with us a statement acknowledging owing on the Purchase Price
the sum of \$250.00 and interest at 6% from the 1st of May, 1941.

Will you be good enough to confirm this by signing the
duplicate of this letter and return the copy you sign at once to this
office using the stamped, addressed envelope enclosed herewith.

If any differences exist, please let us have full particulars.

Failing to hear from you by return of mail we will have no
alternative but to decide that the claim is correct.

Yours truly,

W.H.
Rais.

Ken Macpherson
Title Examiner

APPROVED CORRECT:

(Japanese Name)

8700, 4242, 3007,
and 3000.

February 4th, 1944

Registered A/R

Mr. Edmund H. HUGHES,
Registration No. 03043,
KALIO, D. C.

Dear Sir:

Re: Lots 6 to 13, Blk. 12, Sec. 32,
D. S. R., R. 2 W., Map 1943, N.W.D.,
Sanitation of Guam.

Mr. Harry Thomas HIGGINS, Partner of the above described
land from you and Mr. Ambrose HAY and Mr. Harold HAY, has filed
with us a statement acknowledging owing on the Purchase Price the
sum of \$254.00 and interest at 6% from the 1st of May, 1941.

Will you be good enough to confirm this by signing the
duplicate of this letter and return the copy you sign at once to
this office using the stamped, addressed envelope enclosed herewith.

If any differences exist, please let us have full particulars.

Failing to hear from you by return of mail we will have no
alternative but to decide that the claim is correct.

Yours truly,

THOMAS
HIGGINS,

Tom Houghton
Title Examiner

APPROVED C. H. HUGHES

(Japanese Name)

EVACUATION SECTION	
Recd	JUL 12 1943
File No.	3887
Referred	Green

M. Maroonik
Box 402

Takap, Alta
July 5, 1943

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

EXHIBIT NO. 742-13
DATE October 1/48
FILED BY H. H. Rice

Dear sir:-

Kindly oblige me by sending me the following articles listed below, found in my home, on 1493, Kennedy Rd., R.R. #1 New Westminster, to the above address at your earliest convenience.

The following articles listed below, were left on the main floor, when I left, but may have been moved by the tenants.

1. - 2 Congoleum Rugs (found in two front rooms)
2. - 1 Cabinet Gramophone
3. - 1 (Known in Japanese as a Bu-tan-dan) a cabinet like affair with a imitation shine built in the inside. A thing pertaining to religion

4. ✓ 1 New Bed (color - dark brown)
complete with bedstead, spring & mattress

The following articles listed below, are
upstairs in the west-side wall compartment
where we had packed all belongings.

1. ✓ 1 set of new dinner dishes in box
and all other boxes of dishes.
2. ✓ All pyrex wares and also all glass
wares
3. ✓ 1 cloth basket containing cushions
(complete)
4. ✓ 1 box containing women's hats
5. ✓ 1 Knitting machine
6. ✓ 1 Drafting set for dress making.
7. ✓ Japanese Kimonos
8. ✓ All carpenter tools
9. ✓ Gramophone records (all Japanese
records and few of the good English
ones worth sending)
10. ✓ Two electric hot-plates and any
other things pertaining to electrical
ware as extensions, two-way sockets, etc.

11. - 1 (Known in Japanese as Su-ri-baeji)
a earthquake container with a
corrugated inside, a cone shaped
container.
12. - Travel pictures of my father and
mother and any others and also
portraits & group pictures that you
may come across.

If there are any other articles which may
be ~~be~~ considered of value to us and
worth sending, please do so.

In the front room, upstairs, in the
east-side wall compartment there are
some rice in a .6 gal. creaky and other
tin containers, so would like to have
it sent sent, container and all, especially
the crack.

The dishes are not packed sufficiently
~~for~~ so please repack it better, for
freight handling.

Somewhere upstairs, there is a coal-oil

burning, messaging machine, which
I would like to have.

Please take note of our new
address 90 M. MAROSEVICH - BOX 402 -
TABER, ALTA. Former address was 90 J.H.
BRIDGE - BOX 48 - MAGRATH, ALTA.

Thanking you,
I remain,

Yours very truly

A. Sato

Reg. No. 14346

Lumber

Feb #2181

A. SATO

1493 Kenney Rd

SURREY

IN 346

2 CHAIN SAW

5'

2 SCYTHES

3 SHOVELS

2 TROWEL PICKS

1 PORTABLE DRAG

1 HAY FORK

1 PAVIS

1 SHARON

1 - 2" AVERE BIT

1 SPRAY

1 HORSE CULTIVATOR, PLOW, DRAG, HARROW

1 HARNESSES

1 SCALES

2 WHEELBARROWS

1 1/2 ROLL WIRE

1 CIRCULAR SAW ON A FRAME

1 BUCK SAW

APPROX 25' 1 1/2" GAL. PIPE WITH COUPLING & ELBOWS

225' STEAMBOAT CRATES COMPLETE 32¢ -

470' JAM CRATES COMPLETE 22¢

8 SACKS HYDRATED LIME .60¢

1 TANKARD 8-8-0

1 FERTILIZER 3-10-8

3000 8-6" BAGS SULPHAPRONES

100" BULBONS - GOWEST WEAVER IRRADIATOR

50 Clubb Crates 15¢

18 SINGLE PILLOW MATTRESSES

1 COUCH (SEED)

1 BED FRAME & SPRING

1 MODERN METAL BED SPRING & MATTRESSES (VERY GOOD)

1 LARGE KITCHEN TABLE

1 FOLDING LOUNGE

5 KITCHEN CHAIRS

1 RANGE

A. Sato

Inventory

Feb 23 1987

1 Box Heater

1 Kitchen Cabinet (1 Accordion & Large Doll)

1 Gramophone

1 Iron Stand

1 Home Made Living Room Table

1 Vase

1 Book Stand

2 Linoleum Squares

1 Round Picture

2 Oval Pictures

1 Dresser

1 Wicker Rocker

2 Screen Doors

3 Old Bedframes, Springs & Old Mattresses

1 Dresser

1 Small Table

CHATELS BELONGING TO SATO, A.

Reg. No 14346

Kennedy Rd. Surrey B.C.

" I have today examined the undermentioned articles and
consider them valueless and should be abandoned. "

3 Bags of fertilizer. (too old.)

✓ 18 H.M. Straw mattresses.

✓ 4 Old Beds, 1 Spring.

1 Glass cabinet. (Cannot be removed from the
upstairs, seems to have
been built in the room.)

1 Large Quilt (Rotten)

Signed. *Wm. Anderson*

EXHIBIT NO.

743-15

DATE

October 1/48

FILED BY

W. A. B. C.

3m7

CHATELS RE SATO. A.

Kennedy Rd. Surrey B.C.

Lge. Q u. of chattels still to come.

Signed, *Wm. Anderson*

5887

INVENTORY OF CHATTELS FOUND ON THE PROPERTY
OF

SATO, A, #14346
1493 Kennedy Rd., Surrey B.C.

- Added 27/7/43*
- | | | | |
|-------|---|---|--------------------------|
| 2 | Cross cut saws. | | |
| 2 | Scythes. | | |
| 1 | Potato digger. | | |
| 1 | Sledge hammer. | | |
| 1 | Horse cultivator. | | |
| 1 | Flou. | | |
| 1 | Drag harrow. | | |
| 1 | Harness (old) | | |
| 1 1/2 | Rolls of wire (painted) | | |
| | Approx. 28' 1 1/2" Galv. pipe with coupling. | | |
| 75 | Strawberry crates. | | |
| 470 | Jam crates. | | |
| 1 | Sack of Tankage 8-8-0. | | |
| 1 | " Fertilizer 3-10-8. | | |
| 100# | Bulmans Go-West. | | |
| 18 | Single Picker Mattresses. (7 at Hostel, 1/2 of Mrs Bell.) | | |
| 1 | Couch (old) | | |
| 1 | Bed frame and spring. | | |
| 1 | Modern metal bed, spring and mattress (good) | | |
| 1 | Lge. kitchen table. | | |
| 1 | Folding lounge. | 3 | Shovels. |
| 5 | Kitchen chairs. | 1 | Hay fork. |
| 1 | " range. | 1 | 2" Auger bit. |
| 1 | Box heater. | 1 | 240# Platform scale. |
| 1 | Kitchen cabinet. | 1 | Circular saw on a frame. |
| 1 | Gramophone. | 2 | Manure forks. |
| 1 | Idol stand. | 1 | Pevee. |
| 1 | Living table (H.M.) | 1 | Tank spray (poor) |
| 1 | Book stand. | 2 | Wheelbarrows. |
| 2 | Linoleum squares. | 1 | Buck saw. |
| 4 | Pictures in frame. | A | pprox. 150' rubber hose. |
| 1 | Dresser. | 1 | Duster. (machine) |
| 3 | Old Beds. | 2 | Screen doors in use. |
| 1 | Wicker rocker. | 1 | Glass cabinet. |
| 1 | Vase. | | |
| 1 | Sm. Table. | | |
| 1 | Dresser Sm. | | |

I HAVE THE USE OF THE ARTICLES LISTED ABOVE
AND WILL BE RESPONSIBLE FOR THEIR SAFEGUARDING.

Witness, *R. M. Anderson*
OFFICE OF THE CUSTODIAN.

Signed, *C. B. B.*
July 16/43.

CONTINUED INVENTORY

re

SATO, A, #14346
1493 Kennedy Rd., Surrey B.C.

STORED IN COMPARTMENT UNDER EYES

- 2 Gas lanterns.
- 1 1-gal. Thermos.
- 1 Ctn. cont electric supplies.
- 2 " Sealers.
- 1 Roll of building paper.
- Sm. ctn. of wine glasses.
- 4 Ctns. of dishes.
- 2 Boxes of nails, paints, parts etc.
- 1 Sm. Electric fan (new)
- 8 Ctns. of clothes.
- 2 Boxes of dishes.
- 1 Japanese THERMOTHERAPI (inhalator)
- 2 New Sad irons.
- 1 Lge. basket cont. 3 new linen sets.
Few new utensils.
Qu. of clothes.
- 1 Mantel clock.
- 2 Boxes of dishes.
- 1 Box of utensils.
- 1 Ctn. of wool.
- 1 Ctn. of clothes.
- 1 Lge. pkge. of pictures.
- 1 Jap knitting machine.
- 2 Drawers cont. books and magazines.
- 1 Ctn. of religious matter.
- 1 Lge. Quilt.
- 2 Ctns. of misc. bottles.

THE ABOVE ARTICLES HAVE BEEN LEFT IN MY CARE
AND I WILL BE RESPONSIBLE FOR THEIR SAFEKEEPING.

Witness, *R. M. Anderson*
OFFICE OF THE CUSTODIAN.

Signed, *C. R. G. C.*

July 15/43.

3887

Sept. 7th, 1943

Mr. Akisaburo SATO,
Registration No. 14346,
Box 102,
Taber, Alta.

Dear Sir:-

Thank you for your letter of August 23rd enquiring if anything had been done about your request for shipment of some of your belongings sent to this office July 5th. Our records show that on receipt of this letter we sent you our form letter dated July 13th requesting you to apply direct to the Security Commission. Please, therefore, arrange to do this promptly if you still wish your belongings shipped to you.

We are afraid we cannot yet give you any idea of the cost involved as this would depend entirely upon the weight of the articles required. This we are unable to estimate from your application but as soon as we have the articles set aside, we will be able to estimate the approximate cost. If you prefer, you could state on your application forms to the Security Commission that you do not wish shipment made without a prior estimate of the cost.

Yours truly,

H. F. Green
Protection Department

HFG:IF

G-165-A

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Address Box 402,
Taber, Alberta.

Date November 1st, 1947,

EXHIBIT NO. 743-11
DATE October 1/48
FILED BY Y. A. Rice

To: The Secretary of State, acting in his
capacity as Custodian, Vancouver, B.C.

I, Akisaburo Sato, Police Registration No. 14346

hereby request you to release to me the under-noted property
The articles are stored upstairs in the west
stored at wall compartment.

in possession of Mr. J. Keller -- the lessee of our farm.

and I release you from any claim whatsoever with respect to
such property.

Description of Property:

Dinner sets, platters, dishes, bowls, all chinawares / all pyrex-ware
& glass-ware / "Suri-bachi" (an earthenware container corrugated on the
inside) / clothes-basket filled with cushions / boxful of woman's hats /
Japanese kimonos / knitting machine / drafting-set for dress-making /
pictures of people (framed, portraits, etc.) / Japanese phonograph
records / all carpenter tools / 1 electric hot-plate / electric light
extensions / all mechanical tools / books & magazines in Japanese
language (glass-ware does not include sealers)

Original Address 1493 Kennedy Rd. R.R. #1, New Westminster, B.C.

Date Evacuated to Vancouver

Date Evacuated to Present Address April 22nd, 1942

Number in Family - 12 years and over 4

Number in Family - 5 to 11 years old

Number in Family - under 5

TOTAL NUMBER IN FAMILY 4

I agree to pay all charges as required by the British Columbia
Security Commission.

APPROVED:
BRITISH COLUMBIA SECURITY COMMISSION

Per: A. Sato
Claimant Signs Here

*Lo - extra cords,
tools,
1 only hot plate (single)*

will be picked up on Tuesday May 9/48

V. B. G. (signature)

Q-165-A

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Address Box 402.

Date November 1st, 1943.

Taber, Alberta.

To: The Secretary of State, acting in his
capacity as Custodian, Vancouver, B.C.

I, Akisaburo Sato, Police Registration No. 14346

hereby request you to release to me the under-noted property
stored at on the main floor of the house
in possession of Mr. J. Keller -- the lessee of our farm
and I release you from any claim whatsoever with respect to
such property.

Description of Property:

2 Congoleum Rugs (which were in the two front rooms)

1 Bed - color-brown (complete with spring & mattress)

1 Bu-tsu-dan (a cabinet like fixture representing a shrine
used for religious purposes)

Original Address 1493 Kennedy Rd., R.R. #1, New Westminster, B.C.

Date Evacuated to Vancouver -----

Date Evacuated to Present Address April 22nd, 1942.

Number in Family - 12 years and over 4

Number in Family - 5 to 11 years old -----

Number in Family - under 5 -----

TOTAL NUMBER IN FAMILY 4

I agree to pay all charges as required by the British Columbia
Security Commission.

APPROVED:
BRITISH COLUMBIA SECURITY COMMISSION

Per: -----

A. Sato
Claimant Signs Here

*only 1 fit for shipment
1 bed bought ✓
shrine ✓*

DEPARTMENT OF
LABOUR



BRITISH COLUMBIA SECURITY COMMISSION

260 Homer Street,
VANCOUVER, B.C.,
November 18th, 1943.

S.C. Carlsen, Esq.,
922 Burnaby St.,
NEW WESTMINSTER, B.C.

Re: SATO, Akisaburo #14346
Box 402, Taber, Alta.

Attached are two Releases from above man for
shipment of goods from his farm, 1493 Kennedy Rd., P.R. #1,
New Westminster.

If the tenant will not pack the goods, we would
be willing to have the Dove Messenger make a trip to this
territory if it could be arranged for them to pick up this
shipment and a number of others sufficient to warrant the
expense, and this is authority for your fieldman to so arrange
if he sees fit.

Will the Custodian please note the attached
authority from this man to reimburse us for any expense,
statement of which will be made to you after shipment made.

Will Mr. Carlsen please note that bill of lading
and all shipping charges are to be sent us promptly. Extra
copy of this letter to him for whatever cartage man he employs.

Note

*I cannot locate any mechanical tools or
identification cards, and only one small
lot plate. S.M.L.*

BRITISH COLUMBIA SECURITY COMMISSION

CMF:FF
c.c. Gen. Files
Custodian of Alien Property.

C.W. Fisher
C.W. Fisher
Transportation

To be picked up Tues. May 9/44

D. McQuinn

Box 62,
Taber, Alta.,
March, 28th, 1944.

The Offices Of The Custodian,
Royal Bank Building,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	APR 1 1944
File No.	3557
Ans.	
Referred	<i>Anderson</i>

Dear sir:

It has been over five month now since I have sent into your office the "property release forms" stating the various articles I wished sent from my home on 1493 Kennedy Rd., R.R. #1, New Westminster, but as yet I have had no words from your office.

I have spoken to Mr. A. E. Russell of Lethbridge B.C. Security Comm. and he had promised to look into the matter but have had no result so am writing to you. Will you kindly look into this matter in your immediate future.

In the release form I had requested for number of articles stored in the west wall compartment on the second story, but as the said articles are not easily attainable, therefore, will you please pack up everything therein and have it sent, except for old magazines or some things that are absolutely valueless. (Please send along all books and magazines of Japanese languages) Also will you send the phonograph found on the main floor.

Hoping to hear from your offices at your earliest convenience.

Thanking you,

I remain,

Yours very truly

A. Sato

A. Sato

Reg. No. 14346

EVACUATION SECTION	
Rec'd	APR 26 1944
File No.	2887
Case	
Ref.	Anderson

Taber, Alberta,
April 21, 1944.

The Custodian's Office,
Department of the Secretary of State of Canada,
VANCOUVER, British Columbia.

Dear Sir:

Re: Akissburo Sato, Registration No. 14346

Please refer to Custodian Release Form dated November 1st 1943 which I sent to your office requesting release of the following items situate in my home which is at present rented to Mr. J. Keller:

Downstairs	{ 2 Congoleum Rugs (in the two front rooms)
	{ 1 Bed (complete with spring & mattress) brown in color.
	{ 1 Bu-tsu-dan (a cabinet like fixture representing a shrine used for religious purposes)
	{ Dinner sets, platters, dishes, bowls, all chinawares
	{ all pyrex-wares and glasswares, "Suri-bachi" (an earthenware container corrugated on the inside) Clothes-
	{ basket filled with cushions, boxful of woman's hats,
Upstairs	{ pictures of people (framed portraits etc) Japanese
	{ phonograph records, all carpenter tools, 2 electirc
	{ hot-plates, electric light extensions, all mechanical
	{ tools, books & magazines in Japanese language.
	{ (glassware does not include sealers)

Up to date I have not received these articles and I would appreciate it if you would let me know if same have been shipped.

If they haven't been shipped, I would appreciate it if you would send me same, and if they have been, please let me know when same was done so that I can send a tracer for same.

Your prompt attention to this matter/As I am greatly in need of them. will be appreciated

Yours very truly,

A. SATO,

A. Sato

MEMORANDUM RE SALE OF CHATTELS

(Apart from Auction Sales)

FILE NO: 1067

NAME: SATO, Akiohara

DATE ADVERTISED:
(or other information)

APPRAISER'S NAME:

VALUATION: - -

PURCHASE PRICE: \$10.00

COMMITTEE'S APPROVAL: - -

PURCHASER'S FULL NAME: C. Dyle,

ADDRESS: R.N.#4, New Westminster, B.C.

OCCUPATION: Farmer

BILL OF SALE REQUIRED:
(state if purchase
price already paid or
arrangements made)

YES

NO

Paid in full

ENCUMBRANCES, IF ANY: Nil

LIST OF CHATTELS SOLD: Table *
Dresser
Hose
Cultivator *
Flaw *
Box Heater *

\$10.00

These effects were left on the property when SATO'S other goods were recovered. C. Dyle, the V. L. A. Tenant offered to purchase them and was accepted.

EVACUATION SECTION	
Rec'd	JUN 8 1944
File No.	3887
Ass.	
Referred	<i>M. K. L.</i>

Box 62,
Taber, Alberta,
June 4th, 1944.

THE OFFICER OF THE CUSTODIAN,
Royal Bank Building,
Vancouver, B.C.

Dear Sir:

I wish to notify you that most of the goods that were listed on the two Custodian Release Forms of November 1st last, shipped from New Westminster on May 17th have arrived in good condition except for the mattress which was soiled very badly from a dirty box-car, due to very careless wrapping.

I would like to know what happened to the few things that did not come as: two electric hot-plates and other electrical appliances, few carpenter tools, wrenches etc. phonograph, and one more Congoleum rug. (we received only one of the two rugs we sent for)

What became of the rest of the things that were stored in the west wall compartment upstairs of our house? Since our home and farm has been sold, if possible, we would like to have the remainder of the things of value (except magazines) sent to us along with the phonograph and the Congoleum rug.

Thanking you, I remain,

Yours very truly

A. Sato

A. Sato.
Reg. No. 14346.

(Among the things left upstairs were two sets of "Farmer Burns Wrestling Course" which I wish sent)

CHATELS BELONGING TO SATO, A.

Reg. No #14346

1493 Kennedy Rd. Surrey B.C.

Now stored at the Japanese Temple in New Westminster.

*15/1/68
New & Carsons
Clothes
1/2/68* x 2 Ctns. of Clothes.

1 Shrine. & Doll.

x 1 Ctn. of clothes.

Signed.

Rm. Anderson

INVENTORY.

File #3887.

A. SATO, #14346 - 1493 Kennedy Rd., Surrey, B.C.

2 Crosscut Saws 5'
2 Scythes
1 Potatoe Drag
1 Sledge
1 Horse Cultivator, Plow, Drag Harrow
1 Harness
1 1/2 Rolls Wire
Approx. 28' 1 1/2" Gal. Pipe with coupling and Elbow
225 Strawberry Crates complete 30¢
470 Jam Crates complete 3 20¢
8 Sacks Hydrated Lime 60¢
1 " Tankage 8-8-0
1 " Fertilizer 3-10-8
3 cases 8-6 # bags Sulphadrome
100 # Bulmans - Go West Weavel Irradiator.

3 Shovels
1 Hay Fork
1-2" Auger Bit.
1 Scales
1 Circular Saw on a frame
2 Manure Forks
1 Pevis
1 Spray
2 Wheelbarrows
1 Buck Saw

~~18 Single Picker Mattresses~~
1 Couch (shed)
1 Bed Frame & Spring
1 Modern Metal Bed, Spring & Mattress (very good)
1 Large Kitchen Table
1 Folding Lounge
5 Kitchen Chairs
1 " Range *Antique*
1 Box Heater
1 Kitchen Cabinet (1 Accordion & Large Doll)
1 Gramophone
1 ~~Isel Stand~~
1 ~~Home-made Living Room Table~~ 1 Vase
1 Book Stand
2 Linoleum Squares
1 Round Picture 2 Oblong Pictures
1 Dresser 1 ~~Wicker Rockers~~
2 Screen Doors
3 Old Bed Frames, Springs and Old Mattresses
1 Dresser
1 ~~Small Table~~

S - Sold by auction 25/5/41 - Surrey

3387

July 11th, 1944

Mr. Akisaburo SATO,
Registration No. 14346,
Box 62,
Taber, Alberta.

Dear Sir:

With reference to your recent request for us to ship your goods contained in a west wall compartment at your late residence.

We have checked up with our field representatives and it seems that all the available effects unsold and found in and around the house were shipped to you.

We trust therefore, that the items you ask for were included.

Yours truly,

WJI/MHG

W. J. Iverson,
Protection Dept.

3857

c/o John F. Sekura
Box 62,
TABER, Alberta.

June 11, 1945.

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

EXHIBIT NO. 743-14
DATE October 1/48
FILED BY Esra Rice

Dear sir:

As advised by Mrs. W.E. Carbutt, I am writing to you in connection with my furniture left under the care of Mrs. M. Miller in the summer home of Inspector S.F.M. Moodie, located on the south-east corner of Kennedy and Sandell roads, in Surrey.

I have written several times to Inspector Moodie but have received no reply and have asked Mrs. Carbutt to look into it and after considerable action on her part with no results, she has evidently contacted you, thus my letter to you.

The furnitures left at Mr. Moodie's home were as follows:

- (1) 3 piece chesterfield suite (color - wine)
- (2) 1 electric washing machine (color - white)
- (3) 1 Singer sewing machine
- (4) 1 mantle clock (color - dark brown)
- (5) 1 complete bedroom suite (bedstead, spring, mattress, vanity with mirror, chiffoneur, vanity bench)

In the drawers of the chiffoneur are the following articles:

- 1 case of silver ware set
- 1 set of carving tools
- 1 pair of satin slippers
- 1 white satin lace wedding gown, slip and veil.
- 1 turquoise blue evening gown (sheer) and slip.
- 1 sweetpea mauve evening gown, marquisette and lace (sheer), and slip.

(2)

In the drawers of the vanity there are smaller articles.
Please send everything intact.

I would greatly appreciate it if you could look
into this at your earliest convenience and have the furni-
tures sent to me addressed as above to the Taber depot.

Thanking you, I remain,

Yours very truly,

A. Sato

Akiesaburo Sato

3887

August 3, 1945.

Inspector S.F.M. Moodie,
650 Burrard St.,
Vancouver, B.C.

RE: Akisaburo SATO

Dear Sir:

We have a communication from Mr. Sato relative to his furniture left in the care of Mrs. M. Miller at your summer home in Surrey.

Mr. Sato wishes us to ship his belongings to him as soon as possible, and we would ask you to be good enough to let us know when these goods may be removed and prepared for shipment. We attach herewith a list of said furniture for checking, and shall appreciate your co-operation in this respect.

Yours truly,

W. J. Iverson
Protection Department

WJI LEM

Enclosure.

October 31st, 1945.

"The Dove" Messenger & Delivery System,
519 Front St.,
NEW WESTMINSTER, B.C.

RE: Akisaburo SATO

Dear Sirs:

Relative to the furniture removed from the house of
Inspector Hoodie, Kennedy and Sandall Roads, and Mrs. Miller,
Townline Road, will you please pack and ship these to

Mr. Akisaburo SATO,
Registration No. 14346,
c/o John F. Sekura,
Box 62,
TABER, Alberta.

The shipment will consist of the following:

- ✓ 1-3 Piece chesterfield suite
- ✓ 1 Electric washing machine
- ✓ 1 Singer treadle sewing machine
- ✓ 1 Mantel clock
- ✓ 1 Bedroom suite consisting of bedstead and
mattress, vanity with mirror, chiffonier,
vanity bench.

In the drawers of the chiffonier are the following:

- ✓ 1 Case of silverware
- Several ladies' gowns, including a satin lace
wedding gown, etc. The gowns mentioned are
evening gowns.

Will you please see that these items are checked off
accurately before shipment is made and send the shipment charges collect.
Will you advise of the amount of the packing and shipping charges.

Yours truly,

W. J. Iverson
Protection Department

WJI:LBN

3887

October 31st, 1945.

Mr. Akisaburo SATO,
Registration No. 14346,
c/o John F. Sekura,
Box 62,
TAMER, Alta.

Dear Sir:

Referring to your letter of June 11th, 1945, relative to your furniture left in the care of Mrs. Miller, we have just removed these effects and will ship them to you within the next week or so. The three piece chesterfield suite had been removed by Mrs. Miller from the summer home of Inspector Moodie and taken to her own house, from which it has been removed.

Regarding the contents of your chiffonier and vanity, Inspector Moodie and the writer checked these and found one of the drawers contained a case of silverware, but there is no trace of the carving tools. We found the wedding gown, but we are not sure about the other gowns or the slippers, but we have taken delivery of all these goods as we found them, and we feel sure that Inspector Moodie has taken every care in protecting your belongings.

This shipment will go forward, charges collect. Will you please acknowledge receipt of this shipment.

Yours truly,

W. J. Iverson
Protection Department

WJI:LBW

October 31st, 1945.

Inspector Moodie,
650 Burrard St.,
Vancouver, B.C.

RE: Akisaburo SATO

Dear Sir:

This will acknowledge that we have removed from your summer home, Kennedy and Sandall Roads, Surrey, the following furniture, all of which is the property of the above Japanese:

1-4 Piece bedroom suite
1 Mantel clock
1 Singer treadle sewing machine
1 Electric washing machine

The chiffonier contained as you remember, a case of silverware and some ladies' gowns, and the vanity was, as you will recall, empty. We would appreciate your co-operation with respect to caring for these effects and getting them ready for shipment.

Yours truly,

W. J. Iverson
Protection Department

WJ:LSM

3857

November 27th, 1945.

Mr. Akimune SATO,
Registration No. 14346,
c/o John F. Sakura,
Box 62,
TAMU, Alta.

Dear Sir:

We thank you for your letter of November 20th, 1945 re the shipment of your furniture which was removed from Mr. Goodie's house. This shipment went forward on Friday 23rd of November, the charges to be paid by you upon receipt.

Yours truly,

W. J. Iverson,
Protection Department.

WJI:DP

NAME SAFO, Litchburn

REGISTRATION NO. 14346

FILE NO. 1437

The following chattels were sold by public

auction at Vancouver, B.C. on June 27 - July 1, 1946.

Records	\$ 0.40 M
Dishes	0.15 A
3 Coats	0.50 C
Brushes	0.15 C
Clothing	0.50 C
Festive toy	0.10 M
Sewing basket	0.10 M
Silk	0.30 C
Larger plates	0.45 M
Clothing	0.65 C
Clothing	0.80 C
Clothing	0.65 C
Box	0.10 M
Bag	0.10 M
Clothing	0.30 C
Clothing	0.30 C
Clothing	0.30 C

Total

(Auctioneer's Fee: \$0.72

Less Expenses: (Advertising: 0.34

(Moving: 0.61

Net Proceeds Credited:

\$ 4.50
1.67
2.83

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 66.

Remarks.

GOODS LEFT IN STORAGE AT BUDDHIST TEMPLE NEW WESTMINSTER

SATO, Akisaburo	3887	#17			
			Quam. silk	Discarded	
			Material		
			Dolls		
			Box clothing		
			Worn clothing		
			Broken dolls		
SATO, Akisaburo	3887	#69	Small grip		
			Quam. clothing		
			Records		
					Discarded Old papers

31/7/46
 Sold to Paner →
 auction 100 June 27
 July 3/46
 [Signature]

After saying better, but of course, if
I should be a reliable client to sell
for you, why not?

As regards the \$250 you paid for
the 1943 truck, that you are demanding,
my father feels that, during the past
year, you surely must have benefited
the use of our truck, to overlook
this minor matter, but you have
been paid for as you know.

But however, if you really insist
that you must have it, ask even Nargue
about such trifles, as when you send us
the money, keep the \$250 and send us the
rest. By the way, couldn't you get Cecil
to pay a little more for the truck as
well as you could collect your license fee
and still we could have the \$250
which he has offered for the truck?

As for sending us the money please
send it in the name of our bank -

First National Bank, Box 402 - P.O. Box 402. That is,

I mean, in his name, whatever it may be
checks or notes. You could send it in lump
sum if you think it better, maybe in
three.

I hope this will be all satisfactory
and you.

Once again the best season is here
again. Many to-morrow will continue with
certain and that comes and comes of course
first, trying our hardest to beat the
best.

We'll be short handed again this year
as Chig's back is bothering him again.
He has been away and have just returned
from receiving treatment from a German
bone doctor, who lives about 30 miles
west of Jahu. They say he is very good,
and people from Yau and up the river
take him, as we took him there.
He won't be able to do any other work
other than light cooking for a long
while. He has quit school now as
we need him on the boat with Chig's
out.

Well, I'll say good-bye for now
and here's hoping that you folks are
in best of health.
Thanks again and regards from all.

Yours truly

Yoshi

4150
3887

15th June, 1943.

Mr. Akisaburo SATO,
Registration No. 14346,
c/o J.H. Bridge,
Magrath, Alberta.

Dear Sirs:

re: Your 1939 Chevrolet Truck.

As a result of notice forwarded by this office to Mr. W.E. Carbutt, 315 Scott Road, R.R. #1, New Westminster, to whom we are sending a copy of this letter, Mr. Carbutt called at this office on June 14th, bringing with him original of letter to him dated May 30th from your son Yoshio Sato. The letter written by your son, Yoshio Sato, authorizes sale of the truck in question for the sum of \$600.00. The truck has been sold, and at the request of the Custodian Mr. W.E. Carbutt on June 14th handed to us a cheque for the sum of \$600.00. The truck is registered in the name of Mr. Carbutt.

This sum of \$600.00 has been tentatively credited to your account with the Custodian pending receipt by this office of satisfactory evidence indicating that the truck originally belonged to you and to you only.

Due to the circumstances we would appreciate receiving your comments by return mail, together with a complete explanation as to the reason why you originally transferred title of this truck to the name of Wilfred E. Carbutt, also complete particulars of the nature and extent of any amount owing by you to Mr. and Mrs. Carbutt in connection with assistance they may have given to any member of your family in the past, including your daughter Chiko.

Yours truly,

R. P. Alexander,
Manager.

24
RPA:GP

cc: W.E. Carbutt.

Address all communications to:
THE COMMISSIONER
British Columbia Provincial Police
(Motor-vehicle Branch)
Victoria, B.C.

TELEPHONE - EMPIRE 1111
LOCAL 36

Your File No. 3887 & 4150

SUBJECT:



MOTOR-VEHICLE BRANCH
VICTORIA

EVACUATION SECTION

Rec'd JUN 19 1943

File No.

Ans.

Referred

In reply quote file No.

June 18th. 1943

Motor-Vehicle
Registration #209412

F. Matheson, Esq.,
Specified Articles Department,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:

In reply to your letter of the 16th.
instant, I beg to advise you the following:

1940 Chevrolet Truck, Engine #T277926, Ser.
#0142490171 licensed and registered under
1940 licence #OU555, April 10th. 1940 at New
Westminster, B.C., in the name of Akisaburo
Sato, Kennedy Road, R.R. #1, New Westminster,
B.C.
1940 licence plate OU-555 lost and substitu-
tional plates #OU870 issued Jan. 11th. 1941 at
New Westminster, B.C. in the name of Akisaburo
Sato.
Transferred under 1942 licence #GX777, March
7th. 1942 at New Westminster, B.C. from
Akisaburo Sato to Wilfred E. Carbutt, 1921
Sussex Ave. Burnaby, New Westminster, B.C.
1943 licence #CZ397 issued Feb. 24th. 1943 at
New Westminster, B.C., in name of Wilfred E.
Carbutt, 315 Scott Rd. R.R. #1, New Westminster,
B.C.

Yours truly,

George A. Hood

Inspector O/C Motor Branch
For Commissioner of Provincial Police

NJ

E. M. Mansfield
Box 402
Tahoe, Calif.

The Office of the Custodian
506 Royal Bank Bldg.
Vancouver, B.C.

EVACUATION FORM	
Doc. No.	JUN 30 1942
File No.	
Ass.	GM
Refused	Blank

Enclosed is receipt of your letter of the 12th of June, as regards the sale of the Chevrolet Truck, which formerly belonged to me, for the sum of \$800.00, by Mr. W. E. Carbutt.

The truck originally belonged to me and was sold prior to the evacuation. As you have already been informed we were indebted to Mr. & Mrs. Carbutt during the illness of my daughter. Therefore not being able to pay them, I transferred the title of my truck to the name of William E. Carbutt, so that he could make use of the truck in payment for my debts to him.

But, however, very unfortunately, last year 1942, upon evacuation we were placed on a very poor diet, and we were unable to make any living.

due to the very poor beet crop, also very
unavailable to collect all our swags for the
work we did for our bees. My daughter
Charles has not been very well since last
July and have been under doctors care ever
since.

Mr. A. L. Russell, representative of the
Alberta Branch of R. C. Community Commission,
could give you information on this if necessary.
As for the case, I had asked Mr. Carbutt
to sell the truck and send in what money
he could get, so that I can clear my debt.

With the \$600.00 which was forwarded
to you from Mr. W. E. Carbutt, for the sale of
the truck, I would like you to pay off my
debt of \$300.00 plus interest to the Calfederation
Life Insurance, and whatever there is
left, I would appreciate it very much.
If you could send it at your earliest
convenience, so that we could pay off our
debt here, as doctor bills, etc.

Hoping that, the above explanation
is satisfactory, thanking you.

I remain

Yours very truly

A. Sato

Reg. No. 146346

4/50
3887

3887

July 3, 1943.

Mr. W. E. Carbutt,
315 Scott Road,
R. R. #1,
New Westminster, B. C.

Dear Sir:

Re: Akisaburo SATO.

Attached you will find the copy we have made of a letter to us dated June 24th from Mr. Akisaburo Sato whose present address is Box #402, Taber, Alberta.

From the general tenor of Mr. Sato's letter, it appears that Mr. Sato in transferring title of his truck to you, was motivated in part by his appreciation and from a sense of his obligation to you particularly in respect of the treatment you accorded to his daughter Chiyiko.

In view of the circumstances we must ask you to provide us with your comments as soon as possible, and if you have any claim against Mr. Akisaburo Sato in excess of the value derived by you through the use of his truck during the period in which it was under your control and up to the time you effected payment of it, and if it is your intention to file a claim with the Custodian against Mr. Sato, your claim should be filed forthwith. You will note that Mr. Sato desires us to make expenditures on his behalf and asks us to remit the balance to him and unless we receive a claim from you, we would in the natural course of events comply with the request of Mr. Sato. If you do file a claim with us against Mr. Sato in the course of the next three or four days, we shall reserve in his account the amount of your claim, then submit the claim on your behalf to Mr. Sato and if he agrees that the amount is correct, we will effect settlement with you on his behalf.

We look forward to receiving a reply from you shortly as we are deferring the reply to Mr. Sato's letter in expectation of hearing from you.

Yours truly,

R. P. Alexander.
Manager.

RPA/WFP

3857

July 19, 1943.

Mr. Akisakuro SATO,
Registration No. 14346,
c/o Mr. M. Marosevich,
P. O. Box 402,
Taber, Alberta.

Dear Sir:

This opportunity is taken to acknowledge receipt of your letter dated June 24th in connection with the \$600.00 we collected from Mr. and Mrs. Carbutt.

You have already been informed that in accordance with your request our Insurance Department has forwarded \$371.42 to the Confederation Life Assurance Company in payment of principal and interest due on loan against Policy No. 381.915.

Your comments in connection with reasons which prompted you originally to transfer title of your truck to Mr. Carbutt have been noted.

The request for funds embodied in the last paragraph of your letter has been carefully considered and we are instructing our Accounting Department to issue a cheque shortly for the sum of \$100.00 and to send you two further remittances of the same amount thirty days and sixty days later. Your present credit balance with the Custodian is \$381.98 and when three \$100.00 remittances have been sent to you, your remaining credit balance thereafter will be \$81.98 a portion of which no doubt will be required in connection with shipment to you in due course of the many items tabulated in your letter dated July 5th.

Yours truly,

R. F. Alexander,
Manager.

HPA:ML

March 2, 1945.

MEMORANDUM: File 3887
From: F. Matheson

Re: Akisaburo SATO. #14346

<u>ARTICLE</u>	<u>DESCRIPTION</u>
Truck	1940 Chevrolet, Engine #T277926, Serial #014280171

This truck was transferred to Wilfred E. Carbutt by the owner on March 7, 1942.

On June 14, 1943, Wilfred E. Carbutt paid to the Custodian the sum of \$600.00 in full payment for the truck. This price had been agreed to by Sato in letter of May 30, 1943, addressed to Mr. Carbutt.

This sum of \$600.00 was credited to the account of Akisaburo SATO.

cc: File 4150

F. Matheson

Please file

Claims 3; 3887; -
4150.

September 27th, 1943.

Mr. Akisaburo SATO,
Registration No. 11346,
c/o Mr. Wm. J.H. Bridge,
Regina, Alta.

Dear Sir:

re: Frank (Yoshio) SATO, Reg. No. 12425

We submitted a claim for \$12.50 in favour of
Dr. Kumagai to Frank SATO, your son, for payment, and
he has replied admitting the correctness of same.

He has asked that we pay the amount from your
account, but we can do this only if we have your written
permission. If it is agreeable to you we would ask that
you authorize us to pay the claim and charge to your
account on our books.

An early reply is requested.

Yours truly,

[Signature]
BRIDGE

A. McAlister,
Claims Department.

J. [unclear]

File 3887

Box 402,
TABER ALTA.,
October 4, 1943.

Mr. A. McAlister,
Claims Department,
The Office Of The Custodian,
Vancouver B. C.

BRA

EVACUATION SECTION	
Rec'd	OCT 12 1943
File No.	4150 & 3887
Ans.	
Referred	<i>McAlister</i>

3887- Out to Green.

Dear sir:

re: Frank (Yoshie) SATO, Reg. No. 12428

Am in receipt of your letter of September 27th, as regards a claim for \$12.50 made by Dr. Kumagai against my son, FRANK SATO, of which was asked by him to be paid from my account, therefore asking my permission for same.

The above statment is quit agreeable with me, therefore, you have my full permission to pay the claim and charge it to my account.

Thanking you,

I remain,
Yours very truly,

A. Sato
A. Sato
REG. NO. 14346
3887

Box 402,
TAMER ALTA.,
October 18th, 1943.

Mr. A. McAlister,
Claims Department,
The Office Of The Custodian,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	OCT 21 1943
File No.	3887
Ans.	
Referred	W. S. S. S. S.

Dear sir:

Re: Union Oil Co. of Canada Limited

I am in receipt of your letter of October 16th bearing statement of a claim of \$3.00 made against me by the Union Oil Co. of Canada Limited.

I quite disagree with this claim made against me by the said Company as everything has been settled prior to this time.

If further investigation should still be in favor of the Company's claim, I would like detailed particulars as to what nature this claim has been filed against me.

Thanking you,

I remain,

Yours very truly,

A. Sato
A. SATO.
Reg. No. 14346

*Copy sent
to
Mr. Sato
A*

Union Oil Company of Canada, Limited

402 - W. FENDER STREET

VANCOUVER, B.C.

EVACUATION SECTION

Rec'd OCT 30 1943

File No. 3887

Ans.

Referred

October 29, 1943

Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

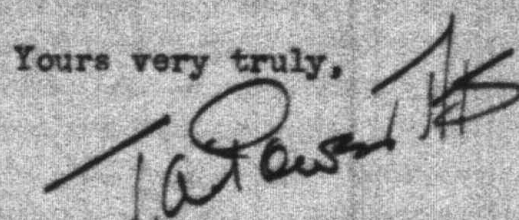
Attention: Mr. A. McAlister
Claims Dept.

Dear Sirs:

This will acknowledge yours of October 22nd, File: 3887.
We observe that A. Sato repudiates our claim against him;
nevertheless our records seem fairly conclusive that Sato
failed to return one of the barrels which we delivered to
him.

We enclose herewith a detailed statement of our transactions
with Sato, and it would be appreciated if you will submit
this to him for further consideration.

Yours very truly,



Asst. Division Manager

FJR/MP

*Send note
for info
for date*

Box 402,
Taber, Alta.,
November 5th, 1943.

Mr. B. R. Dusenbury,
Claims Dept.,
The Offices Of The Custodian.

EVACUATION SECTION	
Rec'd	NOV 9 1943
File No.	3887
Ans.	<i>[Signature]</i>

Dear sir:-

re: \$3.00 - Union Oil Co. of Canada, Ltd.

I am in receipt of your letter of the first, along with the written particulars from the Union Oil Co. of Canada, Ltd., regarding the above claim.

I have looked over the particulars and though I cannot tell where the mistake occurred I still deny the above claim. But, here is something I recall that may put a light in this matter. I cannot say as to the exact date but I remember clearly of the time I took back an empty barrel to the Union Oil Co. of Canada, Ltd. of the New Westminster Branch, located on 12th Street (where we always did our business) but they failed to give me a receipt for same and at the same time I too, had overlooked it. Therefore, on my next trip to town I called to ask for same but the attendant whom had taken the barrel was absent, so I spoke about it to the co-attendant. He promised to fix it all up when the other returned, so I took for granted that everything was alright and had forgotten all about it till I received your letter to-day, to recall once again of the above incident.

I feel quite sure that the said barrel was not registered as had been promised, therefore, it being the reason for the above claim filed against me.

Hoping that, my above statement will enlighten this misunderstanding.

I remain,

Yours very truly,

A. Sato

A. Sato
Reg. No. 14346

Union Oil Company of Canada, Limited

401 WEST PENDER STREET
VANCOUVER, B.C.

November 19, 1943

3887
Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Vancouver, B. C.

EVACUATION: S	
Rec'd	NOV 20 1943
File No.	
Ans.	CPD
Ref'd	M. Alister

out to Green

Re: \$3.00 - Akisaburo SATO

Dear Sirs:

We have your letter of November 11th, File No. 3887, and on reviewing our records it is possible that the contention of A. Sato, regarding the return of a barrel, may be correct. In any event, the small amount involved would not justify our pursuing the matter further, and you may, therefore, consider this claim withdrawn.

Yours very truly,

T. G. Goss
Asst. Division Manager

FJR/MP

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CASE NO. 743.

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

JAPANESE PROPERTY CLAIMS COMMISSION.

BEFORE
(HIS HONOUR JUDGE R. M. EDMANSON, SUB-COMMISSIONER).

Lethbridge, Alberta,
October 1st, 1948.

IN THE MATTER OF THE CLAIM OF
AKISABURO SATO.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

appearing for the
Dominion Government.

A.G. VIRTUE, Esq., K.C.,

appearing for the
Claimant.

MISS LILLIE THOMAS,

Secretary.

D.J. HANDFORD, Esq.,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

A. Sato,
In Chief.

THE SECRETARY: Case No. 743, Akisaburo Sato.

AKISABURO SATO, being the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q Mr. Sato, I show you a form called a summary of
evidence. Now, it shows your 15 acres of land
near New Westminster?

A: Yes.

Q And I believe you paid \$850.00 for that land,
is that right?

A: Yes.

Q You bought it in 1921 and you finished paying
for it in 1927?

A: Yes.

Q When you bought it what condition was that land
in?

A: It was just

bushland.

Q No buildings, no improvements?

A No, no house, nothing.

Q Now, you cleared thirteen and a half acres of the
land, did you?

A: Yes.

Q And you planted the cleared land to strawberries
and various berries, a vegetable garden and 24
fruit trees?

A: Yes.

Q And you fenced it and you put in drainage
boxes?

A: Yes. As regards

fencing, I did this in conjunction with my neighbour.

Q Yes.

A: And we shared

the cost of that.

Q Now, all that clearing, and ditching, and draining
and planting, I believe cost you \$4745.00, did
it?

A: Yes.

A. Sato,
En Chief.

Q Now, you put on a large number of buildings?

A Yes.

Q And they are all shown here in this list with the date when you built them and the cost of material and labour, and the total cost?

A Yes.

Q And that cost you \$6000.00? A: Yes.

Q Now, the total cost of this land of yours, including all the improvements and all the rest of it came to \$11595.00? A: Yes.

Q But you only put a value on it for a fair market value of \$6725.00? A: Yes.

Q Now, what do you say about that fair market value that you put on of \$6725.00? What do you say about that value? A: Some of the buildings are getting old, and some depreciation, so I marked it down to this amount as what I thought was a fair total.

Q Yes. Now, are you satisfied that when you were evacuated that the place was worth \$6700.00, about? A: Yes.

Q Do you know that the Custodian sold it for \$1255.00?

A Yes.

Q What have you to say about that?

A It is very, very low.

MR. VIRTUE: I will put this in as an exhibit, your Honour.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q: I show your photograph that apparently was taken in February of 1947; will you take a

A. Sato,
In Chief.

Look at that photograph?

A: Yes, it was taken

by my boy on his honeymoon.

Q Is that the house that you have described in your
claim form?

A: Yes.

Q Now, how does the condition of this house as shown
in the photograph in 1947 compare with the condition
of your house and property when you were evacuated?

A Well, I can't see any difference in the house from
this picture, but the gate posts are all torn down.
There was an entrance with the gate posts up here,
leading up to the garage, and it looks as if it is
rundown.

Q It looks as if it is rundown? A: Yes.

Q Was it rundown when you were evacuated or what
condition was it in? A: No, everything
was straight.

Q Everything was good? A: Yes.

Q When you were evacuated? A: Yes.

MR. VIRTUE: I will ask leave, sir, to file a little
later on today, or perhaps a little later, perhaps
next week, a large photograph. It was left with
us and it was so large that it wouldn't go in
the file and it is just temporarily mislaid. It
is hard for us to put our hands on it as the
office is being changed around and things are a
bit upset, but I will ask leave to put it in
later on.

THE SUB-COMMISSIONER: Yes.

MR. VIRTUE: Q: Now, did you live on this land at the
time that you were evacuated? A: Yes.

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A. Sato,
In Chief.

Q Did you make a living for yourself and your family there?

A: Yes.

Q How far is this land from New Westminster?

A Five miles.

Q Which way?

A: Southeast.

Just about south.

Q South?

A: Yes, just about south.

10 Q So that it would be between the City of New Westminster and the border?

A: Yes.

Q The United States border?

A: Yes.

Q But close to New Westminster?

A Yes, five miles.

Q And is that a thickly settled farming area in there?

A: Yes.

Q Was there a good road adjoining this land?

A Yes, there was a highway within one mile. There was no road when I first went there.

20 Q But when you were evacuated? A: When I was evacuated there was a good highway within a mile.

Q How did you get to the highway?

A There was a good motor road to the highway.

Q There was a good motor road from your place to the highway?

A: Yes.

Q And what highway are you speaking about?

A Scott road.

Q Scott road?

A: Scott road is

a gravelled highway.

30 Q You had quite an acreage here of berries and rhubarb and so on. What condition was your

A. Bates,
In Chief.

plantation in when you were evacuated?

A I was running it for many years successively and it was all in very good condition.

Q Do you mean successfully or successively, which?

A Every year I was putting more work in it.

Q Every year you were putting more work in it; but what I am getting at is this: What condition were your berries and your rhubarb and your fruit trees in?

A As far as the strawberries are concerned, there were some that were three and four years old, they were getting old, but every year I put in one acre of fresh strawberries, each year, and these were in good condition.

Q Well, I don't want him to describe every tree and bush, but, generally speaking, what was the condition of his plantation? Was it rundown, or was a good going concern, or what?

A It was in good condition.

Q It was in good condition? A: Yes.

Q Now, here is a list on page 6 of your form of your personal property that you left behind. Do you see that list?

A: Yes.

Q Did you leave all that stuff behind?

A Yes.

Q And you put certain prices out there. What do you say about the prices or values you put on your personal property?

A: The older things there, according to the age I have reduced them one-third or one-half; the other things that are newer I haven't reduced so much, but I have

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A. Sato,
In Chief.

brought them all down to what I thought was a fair price.

Q Now, you list here your 1942 crop at \$2000.00, do you see that? A: Yes.

Q What time of the year were you evacuated?

A In April.

Q In April, 1942? A: Yes.

Q What did you do about your land or crop before you were evacuated, or did you do anything?

10 A I didn't know that I was to be evacuated and I heard it until I was evacuated.

Q Well, did you sell the crop to anybody before you were evacuated? A: No, I didn't sell it, I just left it as it was.

Q Just left it as it was? A: Yes.

Q Do you know a man named J. Keller?

A No.

Q Did you have any dealings with Keller before you were evacuated? A: No, I had nothing to do with him. I don't know him at all.

20 Q Well, now, why do you value your crop at \$2000.00?

A Over a period of twenty years I had been producing this kind of crop and every year I was producing about, strawberries, thirty to thirty-five tons of strawberries in one year.

Q Now, as we go along, what would your strawberry crop have been worth in 1942, about?

A About four or five hundred crates, between \$1.50 and \$1.75.

30 Q How many crates? Four to five hundred?

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MR. Sato,
In Chief.

A 500 at least.

Q At \$1.50 or \$1.75?

A: Yes.

Q So that your strawberry crop would have been worth a minimum of about \$600.00, at the least?

A And in addition to that there were strawberries produced for the cannery.

Q Well, tell him not to go into details, but just to tell us what he thinks his total strawberry crop would have sold for in 1942, about? Now, Mr. Sato, will you please stick to the question I asked you, about what your total strawberry crop would have sold for in 1942? Now, would you just answer that?

A: About \$1200.00,

I think.

Q \$1200.00

A: Yes.

Q Now, your rhubarb crop?

A: About \$1000.00; but then there is the labour to take into consideration.

Q Never mind that; if you had been there you would have had the labour. And your other berries outside of strawberries?

A Approximately \$400.00.

Q Yes. And your other fruits, outside of strawberries and other berries, what other fruits, or what would the other fruits have brought you? Just answer the question. Never mind all the details, just get down to the answer.

A I didn't market very much of the other fruit, it was what I used myself and gave a lot to my friends, but about \$40.00 or \$50.00 I would

A. Sato,
In Chief.

have sold probably.

Q Besides your living, is that right?

A Yes.

Q Now, what did you get out of your 1942 crop?

THE SUB-COMMISSIONER: Do you mean net?

MR. VIRTUE: Q: What did you receive in money?

10 A I actually received \$400.00. I arranged for my nephew to dispose of it for \$600.00, but upon Mr. Keller's complaint it was reduced to only \$400.00. That is my mistake. Mr. Keller did not complain; he said that he couldn't pay more than \$400.00 for it.

Q I see. So that your 1942 crop, after you left, was sold by your nephew to Keller, is that right?

A I don't know exactly what happened after I left, but it was my impression.

Q Anyway, who was looking after it, the Custodian or Keller?

20 A: I don't know exactly what happened after I left, but it was my impression that the Custodian was looking after it because my nephew left very shortly after I did.

Q So that you got this money, the \$400.00, from the Custodian, did you?

A: Yes.

Q And it was the Custodian who reported this deal to you?

A: Yes.

Q Now, I will show you a paper dated the 21st of January, 1927, from a man named Jelley to you covering this land for \$850.00?

A Yes.

30 Q Is that the purchase deed you got covering this

A. Bate,
In Chief.

land?

A: Yes.

MR. VIRTUE: I will put that in.

(DEED MARKED EXHIBIT NO. 3).

MR. VIRTUE: If my learned friend has the assessment notice handy I would be much obliged if he would give it to me.

(Notice to Mr. Virtue)

I will offer this from the Custodian's file, sir, as an exhibit; it is an assessment for 1943, apparently, improvements, \$1500.00, and the value of the land alone, \$850.00.

(ASSESSMENT MARKED EXHIBIT NO. 4).

MR. VIRTUE: Q: Now, the last year you farmed this land yourself was 1941? A: Yes.

Q You were evacuated in the Spring of '42?

A Yes.

Q Now, I hand you a bunch of statements here from the South Fraser Farmer's Union, and without going into detail, would you tell me if this is a statement of part of the crop you got off this land in '41? A: Yes, just part of the crop.

Q Just part of the crop? A: Yes.

MR. VIRTUE: I will put that in as an exhibit.

(STATEMENTS MARKED EXHIBIT NO. 5).

MR. VIRTUE: I also put in an insurance policy dated the 14th of August, 1941, insuring the dwelling at \$1500.00 and the household furniture at \$500.00.

(POLICY MARKED EXHIBIT No. 6).

A. Date,
In Chief.

MR. VIRTUE: Q: Your house and buildings were supplied by electricity? A: Yes, from a year before I left.

Q Now, quite a few of your chattels were shipped to you by the Custodian, I believe?

A Yes.

Q In your claim for personal property which you file now have you included any articles which you received from the Custodian?

10 A No.

Q All right, thank you.

MR. HIGH: I take it my learned friend is abandoning to charges made by the Custodian's office, freight charges and the loss on insurance, is that right? It isn't in the summary of evidence.

MR. VIRTUE: That is a matter of argument. The whole question of that is going to be argued independently.

THE SUB-COMMISSIONER: I will reserve that for Mr. Justice Bird.

20 MR. HIGH: I am submitting that the real estate was sold for its fair market value. The electric pump claimed for fanned part of the water system, and the electric fixtures, and these are all fixtures and a part of the freehold. I am submitting that the crop was not sold by the Custodian. In any case it was a very poor crop. I am submitting that the chattels were sold for their fair market value.

THE SUB-COMMISSIONER: Nothing was said about a truck. Was there a truck?

A. Sato,
In Chief.

MR. RICE: I think the claim for the truck has been abandoned.

MR. VIRTUE: Pardon me for just a moment, sir. We are not claiming for the truck.

THE SUB-COMMISSIONER: It does not appear to be listed in Exhibit 1. I say, Mr. Virtue, the truck does not appear to be listed in Exhibit 1.

MR. VIRTUE: No.

THE SUB-COMMISSIONER: So that it is abandoned then?

10 MR. VIRTUE: Yes.

MR. RICE: I submit a farm appraisal report respecting the land.

(APPRAISAL REPORT MARKED EXHIBIT NO. 7).

MR. RICE: I submit two summaries respecting the real property, showing the sale.

(SUMMARIES MARKED EXHIBIT NO. 8).

MR. RICE: I submit an analysis of personal property claim as an exhibit.

(ANALYSIS MARKED EXHIBIT NO. 9).

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CROSS EXAMINATION BY MR. RICE:

Q I show you a J.P. form dated the 15th of April, 1942; does that bear your signature?

A Yes.

MR. RICE: I tender the J.P. form as an exhibit.

(J.P. FORM MARKED EXHIBIT NO. 10).

MR. RICE: Q: I show you two releases purporting to be signed by you, both of which are dated November 1st, 1943. Will you look at both

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A. Sato,
Cross Exam.

of these documents and tell me if they bear your signature?

A: Yes.

MR. RICE: I tender both of these releases, your Honour, as an exhibit.

(RELEASES MARKED EXHIBIT NO. 11).

MR. RICE: They both bear the same date. One releases the Custodian from any claim respecting,

"2 Gengaleum rugs (which were in the two front rooms), 1 bed, color brown (complete with spring and mattress), 1 Da-tsu-dan (a cabinet-like fixture representing a shrine, used for religious purposes."

The other release releases the Custodian from any claim respecting,

"Dinner sets, platters, dishes, bowls, all chinawares, all pyrex-ware and glass-ware, 'Suri-bachi' (an earthenware container corrugated on the inside), clothes basket filled with cushions, boxful of woman's hats, Japanese kimono, knitting machine, drafting set for dressmaking, pictures of people, (framed, portraits, etc.), Japanese phonograph, records, all carpenter tools, 2 electric hot plate, electric light extensions, all mechanical tools, books and magazines in Japanese language."

And then in red, "glass-ware does not include sealers."

(RELEASES MARKED EXHIBIT NO. 11).

MR. RICE: Q: I show you a letter dated December 6th,

A. Sato,
Cross Exam.

1942, addressed apparently by you to the Custodian (indicating); is that your letter or was it written for you? A: Yes. I don't remember what it contains but it is my signature.

MR. RICH: Well, I will read it. A letter signed by the claimant and written to Mr. E. O. Richardson, Office of the Custodian, under date of December 6th, 1942.

10 "Received your letter of the 2nd instant and also the enclosed cheque of \$150.00. I wish to know why you didn't send us the whole amount of rental money on my farm totalling \$600.00, promised to us by Mr. Keller for the year of 1942. Please mail us the remaining \$450.00 as soon as possible."

And there is an item written in in lead pencil which I don't believe is a part of the letter.

20 "About the crates, Mr. Keller moved into my farm two or three weeks following my leave. After my departure my nephew, T. Fukushima, took charge of my farm and informed them of the crates, but did not set the price for them as it was not his own. I believe there are approximately 350 strawberry crates, about 30¢ each, and 50 rhubarb crates, about 15¢ each. Undoubtedly Mr. Keller has used them up by now. Will you kindly ask him exactly how many there were?

30 "I would greatly appreciate it if you will send us the correct amount of money received

A. Sato,
Cross Exam.

from Mr. Keller for the crates and the
balance of rental payment on my farm."

(LETTER MARKED EXHIBIT NO. 12).

MR. RICE: Q: When you were evacuated you turned your
place over to your nephew Fukushima to look after
for you?

A: Both of my
nephews went to the road camp; there was nobody
around.

Q Well, that letter said you turned your place over
to Fukushima. What did you mean by that?

MR. VINTNER: Pardon me. My learned friend has again
made a statement to the witness which is just
a little at variance with the statement in the
letter. The statement in the letter is "After
my departure my nephew, T. Fukushima, took
possession -- charge of my farm and informed them
of the crates." That is a little different from
the way my learned friend put it.

THE SUB-COMMISSIONER: Well, he was in charge apparently
irrespective of how he got it.

A No. I asked my nephew we have to do what we could,
but my nephew was already away at the road camp.

MR. RICE: Q: Why did you write a letter to the Custodian
saying that your nephew Fukushima had taken charge
of your place after you left?

A I didn't leave him in charge of the property; I
just asked to watch out for it and to report to
the Custodian for me.

Q Did you lease the place to Keller?

A No.

A. Sato,
Cross Exam.

Q Did your nephew Fukushima lease the place to Keller?

A I am not clear on that point. I was under the impression that the Custodian had taken charge.

Q Did your nephew write you and say that he had leased or that the place had been leased to Keller?

A Yes, I received a letter from him to that effect.

Q You received a letter from Fukushima that he had rented the place to J. Keller, and that it was rented for \$600.00 a year, is that right?

A I received a notification from Fukushima saying that he had arranged through the Custodian to let the place for \$600.00.

Q Then you wrote the Custodian and asked for the rent?
A: No, I just left it at that; I didn't write to the Custodian.

Q You didn't write to the Custodian?

A No.

Q Well, did Keller write you and ask for a reduction of the rent?
A: No, I received no such letter.

Q Well, did the Custodian write you and say that Keller wanted a reduction in the rent from \$600.00 to \$400.00?
A: I received a letter from the Custodian after the crop had been taken in saying that Keller couldn't pay more than \$400.00 and to please to give him a reduction.

Q Pardon?
A: To please okay the reduction.

A. Sato,
Gross Ema.

Q Did you okay the reduction?

A I didn't answer.

Q Did you complain to the Custodian when the place was leased to Keller for \$600.00, and your nephew advised you that it had been leased for \$600.00?

A No, I didn't do anything about it.

Q I show you a letter dated July 3th, 1945, written by you to the Custodian (indicating); is that your letter and is that your signature?

A Yes, this was written for me by my son and signed by myself.

Q I said it was 1945, it is 1943. I will read it.

"Kindly oblige me by sending me the following articles listed below, found in my home, on 1493 Kennedy Road, R.R. #1, New Westminster, to the above address at your earliest convenience.

"The following articles listed below, were left on the main floor, when I left, but may have been moved by the tenants.

"1. 2 "engaleum rugs (found in two front rooms)
2. 1 Cabinet gramophone.

3. 1 (known in Japanese as a Bu-tsu-dan)
a cabinet like affair with a imitation shrine built in the inside. A thing pertaining to religion.

4. 1 new bed (color - dark brown) complete with bedstead, spring and mattress."

MR. VIRTUE: May I ask my learned friend if these are the same articles already described in the releases?

A. Sato,
Cross Exam.

MR. RICH: I believe they are.

"The following articles listed below, are upstairs in the west-side wall compartment where we had packed all belongings.

1. 1 set of new dinner dishes in box and all other boxes of dishes.
2. All pyrex wares and also all glass wares.
3. 1 cloth basket containing cushions (complete).
4. 1 box containing women's hats.
5. 1 knitting machine.
6. 1 Drafting set for dressmaking.
7. Japanese kimones.
8. All carpenter tools.
9. Gramophone records (all Japanese records and few of the good English ones worth sending).
10. Two electric hot-plates and any other things pertaining to electrical ware as extensions, two-way sockets, etc.
11. 1 (known in Japanese as Su-ri-bachi) a earthenware container with a corrugated inside, a cone shaped container.
12. Framed pictures of my father and mother and any others and also portraits & group pictures that you may come across.

"If there are any other articles which may be considered of value to us and worth sending, please do so.

"In the front room upstairs in the east side wall compartment there are some rice in a 6 gal. crockery and other tin containers, so would like

A. Sato,
Gross Exam.

to have it sent, container and all, especially the creek.

"The dishes are not packed sufficiently so please repack it better, for freight handling.

"Somewhere upstairs, there is a coal oil burning massaging machine, which I would like to have.

"Please take note of our new address."

(LETTER MARKED EXHIBIT NO. 13).

10 MR. RICE: Q: I show you another letter, typewritten, dated June 11th, 1945; is that your letter and signature to it? A: Yes.

MR. RICE: I will read it and put it in.

"As advised by Mrs. W. E. Carbutt, I am writing to you in connection with my furniture left under the care of Mrs. M. Miller in the summer home of Inspector S. F. M. Moodie, located on the southeast corner of Kennedy and Sandell roads, in Surrey.

"I have written several times to Inspector Moodie but have received no reply and have asked Mrs. Carbutt to look into it and after considerable action on her part with no results, she has evidently contacted you, thus my letter to you.

"The furnitures left at Mr. Moodie's home were as follows:

- (1) 3 piece chesterfield suite (color - wine)
- (2) 1 electric washing machine (color - white)
- (3) 1 Singer sewing machine
- (4) 1 mantle clock (color - dark brown)

A.
A. Sato,
Cross Exam.

(5) 1 complete bedroom suite, (bedstead, spring, mattress, vanity with mirror, chiffonier, vanity bench)

In the drawers of the chiffonier are the following articles:

1 case of silver ware set

1 set of carving tools

1 pair of satin slippers

1 white satin lace wedding gown, slip and veil.

10 1 turquoise blue evening gown (sheer) and slip.

1 sweet pea mauve evening gown, marquissette and lace (sheer), and slip.

In the drawers of the vanity there are smaller articles. Please send everything intact.

I would greatly appreciate it if you could look into this at your earliest convenience and have the furnitures sent to me addressed as above to the Taber depot.

Thanking you, I remain."

20

(LETTER MARKED EXHIBIT No. 14).

MR. NICH: I wish to tender a statement made by Mr. Anderson. He says,

"I have today examined the undermentioned articles and consider them valueless and should be abandoned.

3 bags of fertilizer (too old).

10 H.M. Straw mattresses.

4 Old beds, 1 spring.

1 Glass cabinet. (Cannot be removed from the upstairs, seems to have been built in room)

30

A. Sato,
Cross Exam.

1 large quilt (rotten)."

MR. VIRTUE: Well, that will go in for information. I take it that Mr. Anderson will have to attend and give evidence.

(LETTER MARKED EXHIBIT NO. 15).

MR. RICH: Apparently my learned friend's adding machine is out of kilter again. On page 2 where he has \$4745.00, I believe the total should be \$4675.00.

10 THE SUB-COMMISSIONER: Referring to Exhibit 1, are you?

MR. RICH: Exhibits, page 2. And the item \$5595.00 will be changed to \$5525.00.

Q How old was the horse that you are claiming for?

A He was about six or seven at the time of evacuation.

Q How old was he when you bought him?

A I bought him the year before.

Q How old was he when you bought him? It might be a year instead of a him.

A I bought him the year before and he was about six or seven when I left.

20 Q Who did you buy the horse from?

A I have forgotten the name of the man. I don't remember the name of the man. He is a man who is selling horses all the time.

Q You are sure that was the horse's age, are you?

MR. VIRTUE: If he is, he is the first person who had a horse that ever was.

A Well, I am not sure of how to judge a horse's age, but the man who sold it was insisting that it was young.

A. Sato,
Cross Exam.

MR. RICE: Q: You value your parlour extension table \$35.00 that you paid \$40.00 for ten years or eleven years before you were evacuated. Do you call that a fair price?

A It was made of hardwood and it was quite undamaged and I figured that that is what it was worth.

Q By the way, how much did this horse weigh, or do you know?

MR. VIRTUE: What was that; how much did it weigh?

10

MR. RICE: Yes.

Q Do you know what was the weight of this horse that you are claiming for?

MR. VIRTUE: I suggest to my learned friend that he has gone far enough with the horse now.

A No, I don't.

MR. RICE: Horses here were selling for thirty or forty dollars.

A He wasn't very heavy; he was just ordinary.

20

Q Now, you say that your crop was worth \$2000.00 to you over and above your living?

A Yes.

Q Did you file income tax returns for the year 1942, or for the year 1941, I mean? Surely you can answer that without so much talking?

A No, I didn't.

Q Well, why not?

MR. VIRTUE: What year did you ask him about his income tax returns?

MR. RICE: '41.

30

THE SUB-COMMISSIONER: He may have had the farmer complex.

A. Sato,
Gross Earnings.

MR. VIRTUE: The man was evacuated in the Spring of '42.

MR. RICE: It would be in '42 for the income for the year 1941.

A I spend a lot of money on the house.

Q You spent a lot of money on your house. You can talk English now. I thought I would stir you up.

A I spend a lot of money on the house, so that when some time I don't have anything.

10 THE SUB-COMMISSIONER: When he was giving his statement as to the money that he got from his crop, he said that was gross, didn't he?

MR. RICE: No, he said he made his living expenses on top of that, as I understood it. My learned friend took the trouble to bring that out.

MR. VIRTUE: He indicated that he got his living out of the other small fruits; at least, that was the inference.

20 THE SUB-COMMISSIONER: He got \$2650.00; that is what he got for his stuff.

MR. RICE: Plus his living out of the small fruits.

THE SUB-COMMISSIONER: And then some living out of the small fruits, so that the \$2650.00 wouldn't be all profit.

MR. VIRTUE: Oh, no.

MR. RICE: Why not?

THE SUB-COMMISSIONER: There would be expenses charged up against that.

MR. RICE: He didn't suggest there were any expenses.

30 THE SUB-COMMISSIONER: He did not suggest any expenses,

A. Sato,
Gross ~~man~~.

but that is the inference to be made from the evidence as given by him.

MR. RICH: But his own work can't be deducted as expenses as far as income tax is concerned.

THE SUB-COMMISSIONER: I am thinking about its relation to the value of the land; I am not worrying about income tax.

MR. RICH: He was thinking of getting it on the valuation of land, but when you consider income tax it puts a different light on it.

THE SUB-COMMISSIONER: Of course, spending the money on the buildings, taking into consideration income tax, it wouldn't be all taxable.

MR. VIRTUE: I suggest to my learned friend that we are getting too far afield again.

MR. RICH: Not at all. I would suggest that the natural inclination of any man whose crop was worth \$2600.00 and if it was sold by the Custodian for \$600.00 that there would be a howl at once, but there was nothing of the kind.

THE SUB-COMMISSIONER: There would be some expenses against that \$2650.00, and it seems to me that there should be something said about that.

MR. RICH: Q: How much would it cost you to take off that crop? A: It costs quite a lot. For strawberries I would need about seven or eight pickers.

Q And then it costs you for crates and everything else too.

THE SUB-COMMISSIONER: Yes, there is all that overhead.

A. Sato,
Cross Exam.

A Yes.

MR. RICH: Q: Then you have another claim here for 16 camp mattresses. You say they cost you \$46.00. What did you do, fill those with straw?

A Yes. I bought those from the store. They were filled with straw.

Q And after using them five years you say they are only worth a dollar apiece less?

A Yes.

19

THE SUB-COMMISSIONER: Any questions, Mr. Virtue?

MR. VIRTUE: Yes, I want to ask him one question.

RE-DIRECT EXAMINATION BY MR. VIRTUE:

Q This stuff that was shipped to you by the Custodian including your dinner set and the glassware and so on and so on, what sort of condition was it in when it arrived? A: Outside of the glassware which quite a bit was broken, everything else came in quite fair condition. I am not saying anything; I am not complaining about that.

20

Q But the glassware, so much of it was broken?

A Yes.

Q All right, thank you.

MR. RICH: Q: Did you know that the horse died in December?

A I don't know. I never heard.

Q So far as we know this is the only horse that survived the evacuation until the following December.

THE SUB-COMMISSIONER: Well, they missed the two cats that are in the J.P. form.

20

MR. VIRTUE: I want to put in a memorandum re sale of

A. Sato,
Discussion.

chattels signed by a man named Johnson from the Custodian's office. The only reason I am putting it in is this: "List of chattels sold," and these were sold to a private party, "List of chattels sold: Table, dresser, hose, cultivator, plow, box heater," for \$10.00.

(LIST MARKED EXHIBIT NO. 16).

18 MR. VINTUR: In connection with the farm appraisal report, I call attention to the fact that the nearest rail point was Kennedy, by B.C. Electric, a distance of a mile and a half; the market town, New Westminster, six miles. Nearest school, a mile and a half. "Roads: Gravel, good, one mile from highway." "Water supply: From well, electric pump and pressure tank." "Electricity in buildings."

20 Now, on the second page, "Farm in very poor shape, rented late and very weedy," which confirms what this man says, "Soil is quite good if cleared up and cover-cropped and manured. Crops poor, manure required. Rented from Custodian by J. Keller for \$600.00, \$300.00 paid in cash, balance to come out of crop."

Now, on the third page, after giving the acreage of small fruits, strawberries, currants, rhubarb, beans, vegetables, the present value left entirely blank. And the 15 acre property in that district is then valued at \$1300.00. That is all, sir.

(Witness aside)

(PROCEEDINGS ADJOURNED SINCE DUE)

I hereby certify the foregoing transcript accurate.

"S.R. HOWARD" Official Reporter *SRH*

30 I hereby certify that the foregoing transcript purports to be an accurate record of the evidence adduced before me.

DEFENCE BRIEF

Lethbridge, Alberta.
October 1st, 1948.

Akisaburo SATO

File No. 3887

Case No. 743

REAL PROPERTY CLAIMS
(All claims shown are Gross)

Amended Claim (1)

Lot 1, Blk. "B" of E. 60 ac. portion
of S.E. 1, Sec. 31, Tp. 2, Map 4017.

\$8725.00

Appraised at
\$1278.20

Sold for
\$1255.00

Witness: R. W. Brown, Appraiser.

Reference:- Exhibit #7 - V.L.A. appraisal
states dwelling is habitable, but
unfinished and roof leaks. Essential
repairs approximately \$300.00.

1943 Assessment - Land \$850.00,
Improvements \$1500.00.

PERSONAL PROPERTY CLAIMS
(All claims shown are Gross)

Amended Claim (2)

Chattels

\$2811.00

(a) \$2,000.00 on 1942 Crop

Outside Terms of Reference.

(b) Goods valued by claimant
at \$37.50

Sold for
(Auction) \$10.75

Witnesses: Ross Auctioneers
Trapp Motors Ltd.- Auctioneers
S. C. Carlsen, Staff.

(c) Goods valued by claimant
at \$190.50

Sold for
(Tender, etc.) \$63.50

Witness: R.M. Anderson, Staff.

(d) Goods valued by claimant
at \$56.00

Declared not found.

Witness: R.M. Anderson - to prove
inventories.

(e) Goods valued by claimant
at \$136.00

No record at any time.

References: JP Form and Inventories on
claim file.

(f) Goods valued by claimant
at \$62.32

Abandoned.

Witness: R.M. Anderson

Reference: Exhibit 15.

(g) Goods valued by claimant
at \$197.01

Not accounted for, theft, etc.

Akisaburo SATO. File 3887. Case No. 743.

Witnesses: J. Kellar, ex tenant.
G. Byles, ex tenant.
R.M. Anderson, Staff.

References: Inventory, July 15/43 on
claim file.
Letter July 23/43.

(h) Goods valued by claimant
at \$6.67

Shipped

Reference: C.P.R. Bill of Lading
May 17/44 on claim file.

(i) Goods valued by claimant
at \$125.00

(Horse & Harness)
Horse - died Dec.15/42.
Unsigned inventory states
harness rotten.

Submission: Transcript p.11, lines 20-28.
"I am submitting that the real estate was
sold for its fair market value. The
electric pump claimed for formed part of
the water system, and the electric fixtures,
and those are all fixtures and a part of
the freehold. I am submitting that the
crop was not sold by the Custodian. In
any case it was a very poor crop. I am
submitting that the chattels were sold
for their fair market value".

<u>Summary of Defence</u> <u>Witnesses</u>	<u>Where Required</u>	<u>Summary of Documents</u> <u>to be filed.</u>	<u>Witness</u> <u>Proving same.</u>
R.W. Brown	(1)		
Ross Auctioneers	(2) b		
Trapp Motors Ltd.	(2) b		
S.C. Carlsen	(2) b		
R.M. Anderson	(2) c,d,f,g.		
J. Kellar	(2) g		
G. Byles	(2) g		

Name of Claimant SATO, Akishiro

Case 743

Custodian File 3887

REAL PROPERTY									
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total	
					1835.	1041.84			1041.84
PERSONAL PROPERTY									
Motor Vehicles			Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column		
NETS									
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
MISCELLANEOUS CHATTELS									
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rabates 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		
77.30	10.75	3.22	40%	500.00	250.00	65.50	7.86	240.04	
TOTAL RECOMMENDATION									1802.08