

4520

Mount Lehman
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: TEUTSUMI (Mieko) (Mrs. Hiroshi)

HOME ADDRESS: Dennison Rd., Mount Lehman, B.C.

REGISTRATION NUMBER 12951 SEX: Female AGE: 36

OCCUPATION: Housewife

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

EMPLOYER: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Hiroshi

ADDRESS OF WIFE OR HUSBAND: Kelowna, B.C.

NAMES OF ANY LIVING CHILDREN: Satoe (F), Shin (M).

ADDRESS OF CHILDREN: Dennison Rd., Mount Lehman, B.C.

AGE OF CHILDREN: 3, 1.

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

1. LOCATION AND DESCRIPTION: Dennison Rd., Mount Lehman, B.C. -39

acres, lot 2 and 3, $\frac{1}{4}$ N.E. Sec. 3, Township 14, Map 5882.

Title No. 145933W.

2. BUILDINGS AND OTHER IMPROVEMENTS: 1 dwelling house (2 storey,
6 rooms) 1 barn, 2 bathhouses, 2 picker houses, 3 warehouses,
4 rooms dwelling house.3. INSURANCE (Give particulars; state where policies are) Tanaka Insurance Co., (Agent)
Powell St., Vancouver, B.C. Particulars unknown.4. TAXES (Amount and where payable) \$46.45 paid to the municipality of Matsqui,
B.C. 1941 taxes paid.

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

None

6. OCCUPANCY AND LEASES (If vacant so state) Occupied at present by owner -
1942 strawberry crop sold to Robt. Lumstrom, Matsqui, B.C. for \$1,175.00

7. STATE WHEREABOUTS OF TITLE DOCUMENTS Bank of Montreal, Hastings and Main,
Vancouver, B.C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST She is declaring husbands property
9. IF FARM LAND STATE CROPS SOWN 5 acres of strawberries, 2 acres of
logan berries and raspberries, 1/2 acre asparagus, 20 fruit trees. *Sold 65*

Mr R. Lunstrom, Matsqui, B.C. *Sold*

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:

Will be left in declarant's home at Dennison Rd., Mount Lehman, B.C.

household furnishings for 6 room house including - 1 singer sewing
machine, 2 kitchen stoves, 2 heaters, farm implements, carpenter's
tools, 5 dhovels, 1000 1/2" cable, 100' cable 1/2", 1 plough, 15 scythes,
1 bicycle, 250 strawberry jam crates, 6 tons straw. /

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

None

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

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
3 \$5.00 War Saving Certificates - in owner's possession.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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 16th day of April 1942

(Signature)

堤美子

J. Williams
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Oct. 8/43.

Our File No. 4570

Full Name TSUTSUMI (Micko) Mrs. Hiroshi
(Surname in Block Letters)

Registration No. 12951

Male - Female
(check)

Age July 17, 1916

Former Address Mt. Selman, B.C.

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

Present Address Caldstream Ranch,
Vernon, B.C.

Married - Single
(check)

Name of Wife -

Name of Husband Hiroshi # 12950

Name of Mother YAMAMOTO Hana Name of Father YAMAMOTO Gintaro
(Deid) (Deid)

Names of Children under 16 See husband's sheet.

Requested by ECF Registered with Custodian
(Yes or No)

Additional Information _____

JAPANESE NAME: Hiroshi TSUTSUMI Reg. No. 12990 File No. 13386.

CATALOGUE NO: Sold by Special Arrangement, S.S.B. BC/402-P. First Offer.

PROPERTY ADDRESS: 3563 Haverman Road, Mt. Lehman, B. C.

LEGAL DESCRIPTION: Lots 2 and 3 of part of the North East quarter of Section 3, Township 14, Map 5802, Municipality of Matsqui, B. C. W.

TITLE: Registered in the name of Hiroshi TSUTSUMI.

ENCUMBRANCES: None registered. No indication of any unregistered charges.
Vesting Order No. 25487, dated February 26th, 1943.

ASSESSED VALUE: Land - \$ 978.00
Improvements - \$1600.00 - \$2578.00. Taxes - \$47.79.

CLASSIFICATION: Small Fruit Farm, Dwellings and out-buildings.
The Custodian's representative reported September 16th, 1942, that Lots 2 and 3, while registered as one property, were in fact two separate properties owned by the same party, viz., Hiroshi TSUTSUMI. The combined properties had an area of 39.13 acres, each having 19.56 acres. Lot No. 2 had 4 acres cleared planted to the following crops: 2 acres strawberries, 1/2 acre loganberries.
1 One storey 4 room dwelling, 1 woodshed, 1 packing shed, 1 barn, 1 pickers cabin.
Lot No. 3 had 5 acres cleared planted to the following crops: 3 acres strawberries, 1 1/2 acre raspberries.
1 One and one-half storey 5 room dwelling, 1 bath house, 1 pickers cabin, 1 woodshed, 1 barn, 1 packing shed, 1 berry shed, 1 berry shack.

HISTORY OF ADMINISTRATION: This property was leased by Mieke TSUTSUMI (wife of Hiroshi TSUTSUMI) on 16th April, 1942, to Robert Lundstrom and George Smith for a term of 10 months from 1st April, 1942, with option to extend lease for 1943. Arrangements to be made with the Pacific Co-Operative Union. Consideration being \$1,175.00. This lease was confirmed by the Custodian on April 22nd, 1942.
The following portion of the above property, viz., Part of Lots 2 and 3 of the North East 1/4 of Section 3, Township 14, Map 5802, Municipality of Matsqui, was sub-let to William Bell along with West 1/2 of Lot 2, Section 11, Township 14, Map 4163, containing 26.01 acres more or less, by Robert Lundstrom and George Smith for the term of 10 months, from 1st April, 1942, with option to extend lease for 1943. Arrangements to be made with the Pacific Co-Operative Union. Consideration being \$1,040.00 - paid.
On the 26th day of July, 1942, George Smith made a Statutory Declaration that there had been exaggeration as to the acreage under crop and that instead of there being 6 1/2 acres planted there was a shortage of 1.83

1.83 acres

Page 2.

by actual measurement, made up as follows:

Strawberries	.98 acre
Raspberries	.53 "
Loganberries	.32 "
Asparagus	<u>none</u>
	1.83 "

Adjustment was made for \$252.00 and settled on a 70% basis, viz., \$176.40.

Lease was extended by Collateral Agreement for 1943. Consideration being \$135.00 which sum accrued to the credit of The Director, The Veterans' Land Act as of January 1st, 1943.

SOLD:

To The Director, The Veterans' Land Act for \$2030.00 as at January 1st 1943.

Approval of Advisory Committee - 1st June, 1943.

The lease and collateral agreement were handed to the S.S.B., 26th July, 1943.

Funds released to the credit of Hiroshi TSUTSUMI as at May 9th, 1944, against which were charges for Registration Fees - \$3.00, Legal Fees - \$15.00, also Arrears of Taxes - \$1.53, leaving a net credit of \$2010.47 from said transaction.

Adjustments to the amount of \$3.18, covering unexpired Fire Insurance Premiums, were placed to Hiroshi TSUTSUMI'S credit.

The following Fire Insurance Policy -
North West Fire Insurance Co., Policy No. 205350 - \$800.00,
covering 1 storey dwelling, was transferred to S.S.B.

Certificate of Title No. 169834-E in the name of The Director, The Veterans' Land Act.

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

November 13th, 1945.


D.A. CRAMER.

DAC:JB

PERSONAL PROPERTY SUMMARY

File No. 4520

25th February, 1947.

Re: Mieko TSUTSUMI - Reg. No. 12951 (Mrs. Hiroshi)

CHATELS: The above Japanese registered with the Custodian on the 16th April, 1942, and declared she was leaving a partially itemised quantity of household effects, farm equipment at her home at Bennison. She was evacuated on the 20th April, 1942, but leased her property prior to that time.

The Custodian fieldmen inspected the property on the 5th May, 1942, and at that time took a rough inventory of the chattels found there. However later, (undated) took a more complete inventory which is on file 14th Sept. 1942. A copy of our inventory was forwarded to the Japanese for confirmation, but they refused to do so as a few small items were missing and chattels that were boxed were found to be opened and contents strewn about. The lessee's letter of the 2nd January, 1943, states that the property had been broken into, chattels were damaged and some stolen. The bicycle of the Japanese which was stolen was recovered by the Provincial Police, but no other recoveries were made.

Six tons of hay which was declared, was apparently sold to the lessees by the Japanese owner as they had a receipt for its purchase.

Eighty-four crates were sold by Mrs. TSUTSUMI to the lessees and were paid for through the Pacific Co-operative Union, who credited her account for value.

The sewing machine and bicycle inventoried, were both shipped to the Japanese by the lessees, and were acknowledged in letter dated 12th July, 1945.

All chattels that could be found and considered saleable were removed and sold by public auction for the net sums of \$133.07, 4.36, and 84¢, while a cultivator was sold by appraisal for \$8.00. A quantity of chattels were abandoned as not being of sale value and are listed under date of 19th January, 1944.

Considerable chattels originally inventoried, however could not be located, and the tenants could only account for them as having been stolen.

LIVE STOCK: The above Japanese declared no livestock. On the 29th July, 1942, a Mr. J.W. Schofield wrote asking for permission to send Mrs. TSUTSUMI \$79.00 for purchase of a horse. The funds were collected here and upon establishing that the horse belonged to Mrs. Tsutsumi, the funds were forwarded to her on the 12th Sept. 1942.

BONDS & INVESTMENTS: The above Japanese declared having three \$5.00 War Savings Certificates. These were not brought under control by the Custodian.

This file reveals no other personal property.

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

WEA:HA

W.E. Anderson
.....

File No. 4520.

CLAIMS DEPARTMENT

May 1st, 1944.

(Mrs. Hiroshi) Mieke TSUTSUMI - Reg. No. 12951

CREDITORS:

NO CLAIMS ON FILE

/DE

MEMORANDUM

August 31, 1943.

TO: File No. 4520

FROM: Specified Articles Department.

Re: TSUTSUMI Mieko, Reg. #12951

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
CAMERA	Kodak No. 1 Diomatic Camera Serial No. 95678 "Vigilant" 620	\$13.50

*Rec'd P * 689*

*Released to BC Security Commission June 21, 1944
Fm*

HS

Green

IN THE MATTER OF FARM LEASE DATED APRIL 16th, 1942

MIAKO TSUTSUMI and ROBERT LUNDSTROM and GEORGE SMITH

STATUTORY DECLARATION

I, GEORGE SMITH of Mt. Lehman in the Province of British Columbia, Fruit Farmer, do solemnly declare :-

1. That on the 16th day of April A.D. 1942 I leased from Miako Tsutsumi of Mr. Lehman, aforesaid, Lots 2 and 3 of North East quarter of Section 3, Township 14, Map 580, in the Municipality of Matsqui, for a term of ten months from April 1st, 1942, at a rental of \$1,175.00.

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

6 acres of strawberries

1½ " raspberries

½ " loganberries

½ " asparagus

and it was on that basis that I paid the aforesaid rental of \$1,175.00.

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

4. That on or about the 17th day of July A.D. 1942 in company with an Henry G. Mhyre, a Notary Public in and for the Province of British Columbia, I carefully measured all of the growing crops of the various kinds on the said lands and found that there were :-

A. six patches of strawberries totalling 50.17 sq.chains or 5.02 acres.

B. two patches of raspberries totalling 9.70 sq.chains or 97/100 acres.

C. two patches of loganberries totalling 1.83 sq.chains or 18/100 acres.

D. one patch of asparagus totalling one half acre

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

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

is as follows:-

- 2 -

Strawberries	96/100 acres
Raspberries	53/100 "
Loganberries	32/100 "
Asparagus	None

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

Declared before me at Mission City)
in the Province of British Columbia ()
this 28th day of July A.D. 1942)

"Geo Smith"

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

CLAIM

Miako Teutsuni
and
Robert Lundstrom and Geo. Smith

Contract calls for.

Straws.	6 acre
Rasp.	1 1/2 "
Logan.	1 1/2 "
Grass.	2 "
	8.50

Actual Measurement.

Straws.	5.02
Rasp.	.97
Logans.	.18
Grass.	.50
	6.67

Shortage.

.98
.53
.32
--
1.83

on the basis of \$138.00 per acre \$252.00
food Farmers.

*This is land rented by Lessor from Hiisaki Matsuo
part of land rented from Hiisaki Matsuo*

FARM LEASE

4522
4520
236

THIS INDENTURE made in duplicate the 22nd day of April A.D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-

ROBERT LUNDSTROM and GEORGE SMITH of Mt. Lehman

in the Province of British Columbia

Farmer

(hereinafter called the Lessor)

Of the First Part

- and -

WILLIAM BELL of Matsqui

in the said Province

Farmer

(hereinafter called the Lessee)

Of the Second Part

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

West half of Lot Two (2) Section Eleven (11) Township Fourteen

(14) Map 4163 containing 26.01 acres more or less

AND Part of Lots Two (2) and Three (3) of North East quarter of Section Three (3)

Township Fourteen (14) Map 580

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

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

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of ten (10) months to be computed from the first day of April A.D. 1942 and from thenceforth next ensuing and fully to be completed and ended:

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of One thousand and forty — Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged).

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

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

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

Seven and one half (7½) acres of strawberries

One (1) acre of loganberries

Twenty-five (25) prune trees

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

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

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

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

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 1942, he shall be able to again rent the said

lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

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

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

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

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

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

Signed, Sealed and Delivered by
ROBERT LUNDSTROM and GEORGE SMITH and
WILLIAM BELL
in the presence of

R Lundstrom
Geo Smith

M M Fletcher

William Bell

AFFIDAVIT OF EXECUTION

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

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

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

M M Fletcher

James Campbell
A Commissioner for taking affidavits
within British Columbia.

4520

5th November, 1942.

Mrs. Mieke Tsutsumi, #12951,
Dufrost, Man.

Dear Madam:

In reply to your letter of September 21st we have to advise that we have contacted Messrs. Lundstrom and Smith, who advise that the clover seed was planted as requested by you.

You state these men purchased 34 crates from you for the sum of \$20.16, and they in turn state that the full amount for the crates was deducted by the Pacific Co-operative Union. According to the latter Lundstrom and Smith were charged for 150 empty strawberry crates amounting to \$36.00, which amount was credited to your account.

Yours truly,

R. D. Richardson,
Farm Department.

WEA:GF

3974 West Harris Road

Matsqui, B. C.,
May 3rd, 1943.

EVACUATION SECTION	
Rec'd	MAY 4 1943
File No.	
Ans.	5/5 B
Referred	Anderson

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

Dear Mr. Anderson,

On the 1st of April I wrote a letter to Mrs. H. Tsutsumi and Mrs. M. Tsutsumi at the Dufrost Farms in Manitoba regarding the purchase of a sewing machine one of them owns in Mount Lehman. Mr. Richardson very kindly supplied me with the address to write them. I enclosed a stamped addressed envelope for their reply and to date have heard nothing from either of them. Perhaps I might get some action through your office if you wrote and reminded them that I should still like to buy the machine. I consider that one month is more than enough time for them to let me know one way or the other.

Thank you for your trouble and I should appreciate to hear from you in the near future.

Yours truly

Daphne Lundstrom
(Mrs.) Joseph Lundstrom.

m. lundstrom

4520 ✓
4502

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

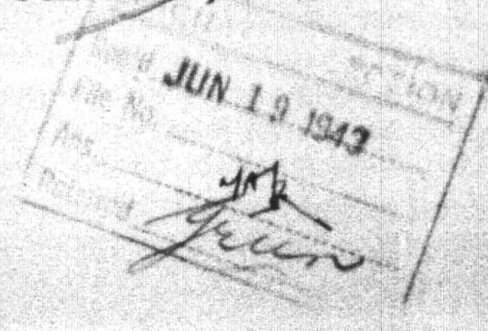
PHONE PACIFIC 6121

PLEASE REFER TO

FILE NO. 4520

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

June 12th, 1943



Mrs. Daphne Lundstrom,
3974 West Harris Road,
Matsqui, B. C.

Dear Madam:-

Re: Mieko (Mrs. Hiroshi) TSUTSUMI

Confirming the conversation you had with the writer the other day, we agree to your taking delivery of and using the sewing machine belonging to the above Japanese now stored on her farm, under the following conditions.

(1) You will take good care of the machine and return it in the same condition as received.

(2) You will make good any loss or damage through fire or other causes.

As pointed out to you, this lady may at any time require the use of her sewing machine and we should then have to ask you to surrender it immediately.

We have made three copies of this letter, one of which we suggest you hand to your brother-in-law, the tenant of the property, as his authority to deliver the machine to you, one to retain for your own record and one for returning to this office with your signature as proof of your agreement to these terms.

Yours truly,

H. F. Green
Protection Department

Mrs. Daphne Lundstrom

Enc.
HFG:IF

EVACUATION SECTION

Rec'd

File No.

Ans.

Referred

JUN 30 1943

Mrs. Minto Tautoumi 12571

File No. 4520

Chetstrom Ranch

Vernon Bk
June 27/43

Department of State
of the Custodian
Mr. R.D. Richardson

Dear Sir,

Thanks for your letter of Nov. 5/42 which I am enclosing.
I am quite ~~satisfied~~ satisfied with it and I wanted to ask you
again but since I was being busy coming here to Vernon
where my husband is. I should like now to ask you again
so would you please kindly find out for me which I am
describing below.

In your letter which states that Messrs. Lundstrom & Smith have
said that \$20.16 amount for 84 crates which I have being asking
you to collect it for me was being deducted from Pacific Co-
operative Union from above persons.

I owned those 84 crates and I had sold them to above persons
so they shouldn't have it deducted from Pacific Union. Since
Pacific Union have no right to charge it from them ^{above} Co. should
refund the money to me when those crates belonged to me.

I am asking you to look after this matter and I want you to
collect the sum of \$20.16 from Pacific Co-operative Union. I thought
it might be better to enclose your letter so it might be clearer
and more convenient for you to look over this matter.

Thanking you for your kind and prompt attention.

Truly Yours,

S. Minto

for Mrs. Minto Tautoumi

Dist. of State Office
of the Custodian
Mr. H. P. Green

Dear Sir,

EVACUATION
Rec'd JUN 30 1943
File No. 4520
Ans. 9/7/43
Referred Green

Mr. Mito Tautou 12951
File No. 4520
40 Goldstream Ranch
Vernon B.C.
June 27/43

I am very sorry in delaying so long for sign and returning
you the list of chattels. I left at Mount Lehman B.C. I was
being busy with coming up here to where my husband is and since
I don't know much English caused the delaying. Now I just found
time to mail it to you but before signing I found there are
some shortage in those ones I am mentioning below. Would you
please kindly check over again and include those missing
ones on the list when you ~~find~~ ^{find} out and remail it to me
so I could sign and send back to you after when it's correct.
There should be

Those on the list		Missing	
6	Cross cut saws of different size	4	Saws
1	8 gal. Crook	1	8 gal. Crook
2	6 " "	1	6 " "
1	5 " "		
2	3 " "	1	3 " "
1	2 " "	1	2 " "
Total 7	Crooks	4	Crooks
15	Sickles or scythes	4	Sickles
4	Chains (6-10 ft. long)	0	
		✓ 3	Crooks
		- 11	Sickles
		- 4	Chains

Altogether 2 saws, 2 crooks, 11 sickles, 4 chains are
not on the list so I want you to find out the above.
It's going to cause you lots of trouble but would you
please send me my sawing machine and bicycle

soon. They are so important to my necessities, I am
lacking quite a bit without sewing machine. Please send
machine and bicycle to Vernon Station than I could
go there and get it when it arrives.

From my previous asking you about my three sprayer
machine, I had received a letter that you had placed
them. But I thought it might be better if you would
kindly include that on the list too. And I also had two
cultivator but I had rented one to Mrs. Lumsden + Smith
and other to Mrs. Sawfield neighbor who's living about
a block away from my home. Would you please put me
about them too. And include ^{all} these together with those on
other page on the list of my chattel ~~step~~ memo.

Sorry to cause you all the trouble but hoping you
would be doing me with your kindness.

Thanking you for your favor and prompt attention.
Till I hear from you I remain

Yours Truly,

Mrs. M. L. Pauline

4520

July 9th, 1943

Mrs. Meiko TSUTSUMI,
Registration No. 12951,
c/o Coldstream Ranch,
Vernon, B. C.

Dear Madam:-

Thank you for your letter of June 27th from which we note some small shortages. We regret that we have been unable to trace the missing items and in view of their comparatively small value, feel that it is unnecessary to correspond further about them.

This, of course, does not refer to your three sprayer machine which has been duly acknowledged by the tenants, nor to the two cultivators which we will investigate. We will add these to our list.

Turning to your sewing machine and bicycle, please follow the instructions set out in our enclosed form letter #107.

Yours truly,

H. F. Green
Protection Department

Enc.
HFG:IF

13386 & 4520

July 15, 1943.

Mr. and Mrs. Hiroshi TSUTSUMI,
Registration Nos. 12950 and 12951,
c/o Goldstream Ranch,
Vernon, B. C.

Dear Sir and Madam:

Re: Settlement of Crop Claims

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

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

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

The amount claimed against you for a difference of 1.81 acres amounted to \$252.00, and a settlement on the basis of 70% which amounts to \$176.40 has been charged to your account. This letter is sent to you so that you may be aware of the circumstances of this charge.

Yours truly,

R. F. Alexander,
Manager.

RFA:MA

January 19, 1944

INVENTORY OF CHATTELS LEFT ON THE PROPERTY OF

Meiko TSUTSUMI, File 4520

I have today examined the undermentioned articles & I am convinced that they are valueless and should be abandoned.

Quantity old crates, damaged ✓

1 old broken chair ✓

5 old H.M. tables ✓

3 small Japanese baskets

Few old broken tools (garden)

1 kitchen sink

8 old Japanese tubs

1 old drum heater

2 sacks lime, damaged

The above articles are rusted and damaged and not worth the cost of removal.

"S. C. Carlsen"



ROYAL CANADIAN MOUNTED POLICE

Form 244A

No. 689

EXHIBIT REPORT

HEADQUARTERS File No.

SUB-DIV'N and File No. Vancouver.

DIVISION and File No.

DETACHMENT and File No. C.I.D.

(J.R. 12951)

DATE June 21st. 1944.

Re:

Mrs. Hiroshi T. FUKUMI Mt. Lebanon, B.C.

(Name of File)

On

March 16th. 1944

(Date)

C. J. Young, Cpl.

(Member's Name)

Came into possession of the following described goods by

Voluntary surrender.

(State Authority from whom seized and place of seizure)

No. OF EXHIBIT	No. OF PACKAGES	CAPACITY OR SIZE	DESCRIPTION OF EXHIBITS
	1.	No. 1.	KODAK BIONATIC camera. #95678.

4320

JUN 22 1944

REMARKS: Handed over to the B.C. Security Commission.

(State briefly disposition)

DATE

June 21st. 1944

CERTIFIED CORRECT

[Signature]
(Signature of Recipient or Witness)

B.C. Sec. Comm.

[Signature]
F. R. Jeffers, Sgt. #10559.

File No. 420

October 13th, 1944

Re: Mr. R.M. Anderson

From: Mr. V.J. Iversen

Re: TSUTSUMI, Miko
Matsumi, R.O.

I think we had better check on the chattels involved in this particular liquidation as there appears to be a large number of items unaccounted for and it can hardly be dismissed by saying that they are missing.

Mr. Lundstrom & Mr. Smith signed for the complete list - copy of which is attached and from which we have struck off the items left on the property and sold at auction.

Lundstrom & Smith were given a refund from their lease agreement on account of crop misrepresentation and we can reasonably ask them to account for the goods they agreed to care for.

There is a record on file that they and Mr. Schofield were using cultivators and these are not accounted for. In addition there is no record on file that the bicycle and sewing machine which has been called for by the subject Japanese had been shipped to them.

In conclusion it is of course recorded that the premises had been broken into before Lundstrom & Smith came on the job, but this would not absolve them from their subsequent care.

WJL:LM

July 7th, 1945.

Mrs. Hiroshi TSUTSUMI,
Registration No. 12951,
Coldstream Ranch,
VERNON, B.C.

Dear Madam:

We understand that Mr. Smith shipped to you, from time to time, certain of your effects, and as we would like to check these up with our records, will you be so kind as to send us a list of the contents of these shipments. We understand that a sewing machine and bicycle in particular, were forwarded.

} Did not
receive any
confirmed my

We might add that Messrs. Lundstrom and Smith, the first tenants on the farm, claim to have purchased the 48 bales of straw located in a packing shed, and that they have a receipt for purchase of same from you.

We would appreciate hearing from you at our earliest convenience.

Yours truly,

W. J. Iverson
Protection Department

WJI:LBM

Re M. Loutsimis.

(3)

Wataque BC.

Mar 21/49

Clair 178

EXAMINATION SECTION	
RECEIVED	MAR 22 1949
FILE NO.	4520
ASS.	
REMOVED	

Office of the Custodian,
Dear Sirs.

Re the straw on M. Loutsimis's place.
I can't recall any deal made either
by me or G. Smith (my partner then)
and if we did or had a receipt it
would be destroyed with the floods
in our home. The original farm
lease states nothing about straw
but I do recall spreading a few
rotten bales on the place for manure.
Hoping this will help in some way.
R. Lundstrom.

Declared not found.

NAME TSUTSUMI, (Mieko) Mrs. Hiroshi

*Original and
Feb 25/47*

REGISTRATION NO. 12951

FILE NO. 4520

The following chattels were sold by public
auction at Abbeysford, B. C. on December 1, 1943.

Quantity V. Joint Lumber	\$ 15.00
Lumber	30.00
1 Heater	1.50
1 Stove	1.00
1 Spring Tooth Harrow	16.00
2 Chairs	1.50
1 Couch	12.00
1 Steel Block	5.00
1 Steel Block	7.00
Quantity Cable	1.00
1 Cable	3.75
1 Cable	4.00
1 Steel Block	4.00
1 Stove	12.00
1 Wagon	3.25
2 Mattocks	.75
1 Lantern & Capper	1.00
1 Saw	3.75
1 Range	5.00
1 Wheelbarrow	6.50
1 Suitcase	1.85
Pans	1.00
Pans	.50
Pans	1.25
1 Saw	1.00
1 Dining Table	12.00
1 Tractor Wagon	5.00
Total: Carried Forward	\$ 156.60

~~Less expenses:~~

~~Net proceeds:~~

~~Members of Auction Staff Present~~

~~Extracted from Auctioneering List No.~~

~~Remarks:~~

NAME TSUTSUMI, (Mieko) Mrs. Hiroshi

REGISTRATION NO. 12951

FILE NO. 4520

The following chattels were sold by public
auction at Abbotsford, B. C. on December 1, 1943.

Carried Forward
1 Heater
Pans

\$156.60
2.50
.50

Total:

Less Expenses: (Auctioneer's Fee: \$15.96
(Advertising: 1.81
(Moving: 8.76

\$159.60

\$ 26.53

Net Proceeds Credited:

\$133.07

Members of Custodian Staff Present. Mr. Carlson

Extracted from Auctioneering list No. Abbotsford 1.

Remarks.

NAME TSUTSUMI, Mieko (Mrs. Hiroshi)

original sent 25th Feb 1947

REGISTRATION NO. 12951

FILE NO. 4520

The following chattels were sold by public
auction at Abbotsford, B.C. on May 17th, 1944.

Iron Beds and Springs

\$ 5.00

Total

\$ 5.00

Less Expenses:

(Auctioneer's Fee: 0.50
(Advertising: 0.14
(Moving: —

\$ 0.64

Net Proceeds Credited:

\$ 4.36

Members of Custodian Staff Present. Mr. Carlson

Extracted from Auctioneering List No. Abbotsford 6.

Remarks.

Feb 24/47

NAME TSUTSUMI, Miako (Mrs. Hiroshi)

REGISTRATION NO. 12951

FILE NO. 4520

The following chattels were sold by public
auction at Abbotsford, B. C. on May 31, 1944.

1 Crib

\$1.00

Total

\$ 1.00

Less Expenses: (Auctioneer's Fee: \$0.10
(Advertising: 0.06
(Moving: ----

\$ 0.16

Net Proceeds Credited:

\$ 0.84

Members of Custodian Staff Present. Mr. Carlsen

Extracted from Auctioneering List No. Abbotsford 7

Remarks.

File No. 4520

January 23, 1948.

PERSONAL PROPERTY MEMORANDUM

Re: Miko TSUTSUMI (Mrs. Hiroshi)
R. R. #1, Mt. Lehman, B. C.
(Dennison Station 1 mile)

JP Form dated April 16, 1942, declared household furniture and farm implements.

Location: The above effects were left in house at Mount Lehman, B.C.

Lease: Mrs. Tsutsumi was Evacuated on April 20, 1942, and leased the above property, which was registered in the name of her husband, Hiroshi TSUTSUMI, File No. 13386, on April 16, 1942, to Robert Lundstrom and George Smith.
Farm implements were included in the Lease.

Inventoried: Early in October, 1942.
Copy of inventory, signed by the Lessees, Lundstrom and Smith, attached hereto.

Mrs. Tsutsumi refused to confirm our inventory as a few items were missing - see letter dated December 6, 1942.

Letter from Lundstrom and Smith dated January 2, 1943, states:
(1) Goods listed in Mrs. Tsutsumi's letter, Dec. 6/42, with the exception of one item, were found on the property.

(2) Property had been broken into, chattels were damaged and some stolen.

Correspondence regarding chattels and analysis of claim attached hereto.

WJJ/HMS

.....*W. J. Houston*.....

Q. 11

Check No. 179-2
2534718
9084444
January 21, 1948

MASTERS OF CRAFT

File No. 520

Inventoried early in Oct./42 by Messrs. G. C. Carlson & R. J. Logan & signed for by the Messrs. G. C. Carlson & R. J. Logan.

Sold to Tenant or Belonging to Abandoned Not Sold

Clubs

Barren.....\$10.00

1 section spring tooth barren
1 section diamond barren

1/2/43.....\$16.00
See "Not Sold" Column.

Kitchen Utensils and
Cutlery.....60.00

Quantity utensils and dishes

1/2/43 quantity pens... 3.25
Also see "Not Sold" Column.

Carpenters tools.....30.00

1 hand saw
1 brace and bit
1 level
2 squares

1/2/43.....3.75
See "Not Sold" Column.
See "Not Sold" Column.
See "Not Sold" Column.

Baby Carriage.....20.00

1 Co-cart

1/2/43.....3.25

Miscellaneous.....274.27

1 Box Stove
2 Ranges

1/2/43.....1.00
1/2/43.....12.00
1/2/43.....5.00

1 Old Gas Stove
1 Heater

1/2/43.....1.90
1/2/43.....2.90

4 Beds

1/2/43.....5.00

1 Couch
1 Removable Gr-B

1/2/43.....12.00
1/2/43.....1.00

1 Table
1 Antiques

1/2/43.....14.85
1/2/43.....14.00

1 Lamp
2 Chairs

1/2/43.....24.90
1/2/43.....24.00

100' of Cable
100' of Cable
50' of Cable

1/2/43 (quantity cable).....3.75
1/2/43 (1 cable).....4.00
1/2/43 (1 cable).....4.00
1/2/43 (quantity cable).....15.00
1/2/43 (quantity cable).....15.00
1/2/43 (quantity cable).....15.00

2 Bathrooms
2 Living Rooms

1/2/43.....7.00
1/2/43.....5.00

1 Bed
1 Dressing Room
1 Bathroom
Bump Out

1/2/43.....4.00
1/2/43.....1.00
1/2/43.....6.90
1/2/43.....5.00

(2)

January 21, 1948

Shipped

Abandoned Not Sold

File No. 4580
Caldwell
Miscellaneous
Continued

Not inventoried but declared by
Hirement in JP Form 361/12. Invented
290 Strawberry Jam Cakes

Sold to Henry or nephew,
sold by Hirement to the Lessee,
H. Henderson & Co. Ltd. were paid for
through the Pacific Co-operative Union,
the credited Hirement's account
for value. (\$48.00).

Californians 30.00

Not inventoried but declared by
Hirement in JP Form 361/12.
2 Californians

1 sold to neighbor, Mrs. J. B. Goodfield,
July 10/45. 6.00.
1-See "Not Sold" Column.

Batted Straws 72.00

Inventoried early in 04/12, by
H. Henderson & Co. Ltd. & H. J. Logan
a signed for by the Lessee, H.
Henderson & Co. Ltd.
by Helen Brown

The Lessee, Henderson & Co. Ltd., pur-
chased 6 tons of straw from H. J. Logan,
for which they hold a receipt.

Miscellaneous
Continued

Feeding Machine

1 Mangle

Shipped to H. J. Logan's
see letter 12/7/45.
Shipped to H. J. Logan's
see letter 12/7/45.

Abandoned

Not Sold

1 Old Heater
2 Kitchen Tables
2 Bamboo Table
6 egg crates
6 egg crates
2 Soap Dishes
2 Bathrooms
1 Old Barrel
1 Old Box
2 Small Tables
2 Small (Found 2 more at later date)
2 Small (Found 6 more at later date)
1 Also
4 Also
1 Also
2 Small Bathrooms
2 Small Bathrooms
2 Old Boxes
10 Boxes
2 Small Bathrooms

P. 7. 0.

Page No. 438

Category
Miscellaneous
Continued

(3)

January 21, 1946

Inventoryed early in Oct-42 by Messrs. S.G. Carlson & R.J. Lyons & signed for by the inventory, the	Inventoryed	Sold to Tenant or Neighbor	Returned	Abandoned	Not Sold
2 Purses					
3 Pile Case Parts					
200 lbs. old Berry Wire					
1 Section Diamond Barrow					
1 Brass and File					
1 Level					
2 Squares					
1 Bridge					
3 screws and nuts					
1 Snap Tub					
Quantity utensils & kitchen chairs					
1 Suit Case					
2 Small Tables					
3 Household Dressers					
10 Kitchen Chairs					
1 Baby Chair					
5 Oil Lamps (found 4 more at later date)					
1-3 gals. Crook					
1-4 gals. crook					
1-2 gals. Crook					
1-4 gals. Crook					
1-5 gals. oil Can					
1 Baseball Bat					
3 Dining Chairs					
1 Powder Bar					
Two single work benches					
4 Wood Pallets					
1 Wash Board					
2 Wash Chairs					
2 Small cupboards					
1 Box velvet articles					
2 Boxes Old Books					
1 Wash board and bucket					
1 Crocheting pen and basket					
1 Small barrel					
2 Small pails					
1 Iron Pot					
1 Small bucket					
1 old broken wooden crate					

P.F.O.

संस्कृत

(3)

January 21, 1946

Investment supply in one-half of the
business, B.C. Cities & Ry. began
to expand for the lesson, B.C.
Investment & Ry.

August 1964

Sold to Tenant

四

Abstract

1994

Heat-treated 2 Kilobars, 40 hrs
Cool treated oil/water

Cultivating

Plough (writing)
plough - 1 Plough

Clothing and
Bills..... 100.00 Not furnished

Not inventoried but declared
by Bradford in letter 6/2/62.
Lundgren & Smith noted in letter
2/2/63, that same was on the property
at that time.

1 1/2 gal. Sprayer--\$6.00
1 Duster-----20.00

Apraper and	1st date 09/29/2010
Business Days	1 Date 09/29/2010

五

Gross amount claimed by insured and paid 1000.00
 Less Out-claim's charges 100.00
 TOTAL AMOUNT CLAIMED 900.00

Land Purchase's Oregon.....	100.00
TOTAL MONEY CLAIMED.....	150.00

152000

Amount realized from American Falls.....	\$16.60
Less Expenses.....	<u>7.37</u>
	\$ 9.23

13.27

12:00

Interest from sale of Collector	\$ 00
to J. S. Seftall.....	
TOTAL	<u>\$14.27</u>

.....	1.00
TOTAL	1146.27

1

W. H. Austin

NOV 25 1947

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

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

*YAMAMOTO was
her maiden name
her husband is
Hiroshi TSUTSUMI
FILE 13386
4520*

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

- (1) NAME TSUTSUMI (Print) Surname (MRS.) Miyoko Given Name (YAMAMOTO) (RCMP) Reg. No. 12951
- (2) Pre-Evacuation Address Mount Leman, B.C.
- (3) Present Address Coldstream Ranch Vernon B.C.
- (4) REAL ESTATE
- (a) Street Address (if any) _____
City or Municipality, _____ Province _____
- (b) Legal description (lot number, block number, section number, etc.) _____

- (c) Type of Real Property (cross out words which do not apply):
- (i) ~~Real Estate~~
(ii) ~~Leasehold~~ Type of business _____
(iii) ~~Business~~
(iv) ~~Any other type of property (describe)~~ _____
- (d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) _____

- (e) Fair market value at date of sale (estimate this to the best of your ability):
- (i) Land - - - - - \$ _____
- (ii) Buildings - - - - - \$ _____
- (iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - \$ _____
- (iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ _____
- (v) Amount at which Custodian sold property and credited your account - - - \$ _____
- (f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ _____
- (5) PERSONAL PROPERTY
- (a) Place or places at which property was left by the claimant at date of evacuation
Mount Leman B.C.
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
house
- (c) How stored or packed at time of evacuation all the kitchen utensils packed in boxes the rest of the chattels left unpacked but were placed in the house.

(over)

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

In Custodian's care

(e) Itemized description of personal property which is the subject of the claim:	
1. Plough (walking plough)	Estimated Value \$ 20.00
2. Harrow	Estimated Value \$ 10.00
3. Cultivator	Estimated Value \$ 30.00
4. Kitchen utensils - chinawares	Estimated Value \$ 60.00
5. Carpenter's tool	Estimated Value \$ 30.00
6. Baby carriage	Estimated Value \$ 20.00
7. Clothing dolls	Estimated Value \$ 100.00
8. Sprayer and Duster	Estimated Value \$ 50.00
9. Baled straw	Estimated Value \$ 72.00
10. Miscellaneous	Estimated Value \$ 274.27 (Cheque #4627)

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e)) \$ 520.00

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

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

DOMINION OF CANADA,
Province of British Columbia
TO WIT:

I, Miyeko Tautumi
of Vernon

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

DECLARED before me at the City of
of Vernon of British Columbia
in the Province of British Columbia
this 15th day of November
A.D. 1947.

of the Coldstream Branch
in the Province of British Columbia

Miyeko Tautumi

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

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

JAPANESE PROPERTY CLAIMS COMMISSION

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

Vernon, B. C.,
February 25th, 1948.

IN THE MATTER OF THE CLAIM OF
(MRS.) MIYAKO TSUTSUMI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
Dominion Government.

J.A. MacLENNAN, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

G.H.R. UPTON, Esq.,

Official Interpreter.

G. HAMILTON, Esq.,

Official Reporter.

Mrs. Miyeko Tsutsumi,
In Chief.

MR. MacLENNAN: I would like to proceed, my lord, with
32 on the list, Mrs. Miyeko Tsutsumi.

I would ask leave, my lord, to strike out the
claim as it stands and insert it in much shorter
form, and it is being reduced somewhat. Instead of
what appears for the personal chattels, now, my lord,
I would like to claim, for furniture and household
effects, \$45.20.

THE COMMISSIONER: That is more than the claim was
originally.

MR. MacLENNAN: Yes, my lord, less the credit for the
Custodian of \$146.27.

THE COMMISSIONER: Yes.

MR. MacLENNAN: Leaving the claim at \$496.93, 179.90

THE COMMISSIONER: Yes, proceed.

In years that I have been in the country, I have never seen a claimant who has not been examined by the Commissioner and his assistants, and I have never seen a claimant who has not been examined by the Commissioner and his assistants, and I have never seen a claimant who has not been examined by the Commissioner and his assistants.
(MRS.) MIYOKO TSUTSUMI, the claimant here-
in, being first duly sworn, testified
through the interpreter as follows:

DIRECT EXAMINATION BY MR. MacLENNAN:

Q Mrs. Tsutsumi, you had this form which I am present-
ing to you prepared by your neighbor, didn't you?

A Yes.

Q And your neighbor made it up from the information
which you gave him or her?

A Yes.

Q And the information you gave for that is true to the
best of your knowledge, information and belief?

A Yes.

Q Would you sign that in verification, then, Mrs.
Tsutsumi?

At (Witness complies).

3
Mrs. Miyeko Tatemai,
In Chief,
Cross-Exam; Discussion.

MR. MacLENNAN: I tender that, my lord, as Exhibit 1.
(STATEMENT MARKED EXHIBIT NO. 1).

MR. MacLENNAN: My lord, I think the exhibit speaks pretty well for itself.

THE COMMISSIONER: All right.

MR. HUNTER: It is admitted, my lord, that those articles of personal property which were sold were sold for their fair market value.

THE COMMISSIONER: Any lost articles here?

10 MR. HUNTER: Yes, my lord.

I file analysis of claim, Exhibit 2.

(ANALYSIS OF CLAIM MARKED EXHIBIT NO. 2).

MR. HUNTER: Unfortunately, my lord, that analysis may not be as useful as it should have been because it was based upon the old claim.

THE COMMISSIONER: Yes.

MR. HUNTER: When the claims are amended like this, a considerable portion of our work is not only of no use but only means, in relation to the present claim, that the analysis is rather difficult to follow. *Whole thing has to be re-examined in Exhibit 1*

20

THE COMMISSIONER: Well, we have been fortunate in not having had to put up with too much of that kind of thing.

MR. HUNTER: Now, my lord, if you would refer to the front page of Exhibit 1, the baby carriage, my lord, was sold -- there were only four items here, my lord, so I might as well give you the prices for which they were sold.

25 THE COMMISSIONER: Yes.

Mrs. Miyeko Totsumi,
Green-Ham.

MR. HUNTER: The baby carriage was sold for \$3.25.

The range was sold for \$12.00. The 1500 feet of
V-joint was sold for \$45.00. The cultivator was
sold for \$8.00. If you refer to page 2 of the
analysis, my lord, you will see that the lessors,
Landstrom and Smith, purchased six tons of straw
from Mrs. Totsumi for which they hold a receipt.

THE COMMISSIONER: Where does that appear, Mr. Hunter?

MR. HUNTER: On page 2 of the analysis.

10 THE COMMISSIONER: I see.

MR. HUNTER: My friend states that that is not the same
straw, my lord. We will ask the witness that but I
prefer to go on and clear up this matter.

THE COMMISSIONER: Yes, go ahead.

MR. HUNTER: Until that is cleared up it will be my
submission that that was sold directly by the
claimant. The remaining items on that page totalling
226.70 \$243.70 for the claim were not sold and they were
apparently lost.

20

On the back of the page under the description
of major items shown there, with the exception of
the cultivator which we have already shown as having
been sold for \$8.00 on the first page, none of these
items were sold. They were apparently lost. The
cultivator, if your Lordship will notice, is both
in this description and the front page.

Under carpenter tools, the second heading on
the back of the page, the hand saw was sold for
\$3.75. Apparently the Custodian is entitled to
30 a rebate of \$1.25 there, my lord. The saw set right

Mrs. Miyeko Tautami,
Cross-Exam.
Discussion.

at the bottom, next to the bottom, was sold for \$1.00, and the two screw drivers were not found, that is they were not inventoried.

THE COMMISSIONER: That is, inventoried by the Custodian; they were declared, though, were they?

MR. HUNTER: Only in general terms, my lord.

10 Similarly the Japanese hand saw shown at the top was not found. All other items were not sold and apparently were therefore lost. That is, under the heading "carpenter tools" there were two items that were sold, the one hand saw and the saw set, there were two not found, the Japanese hand saw and screw drivers, and the remainder were missing.

THE COMMISSIONER: Yes.

MR. HUNTER: Under "kitchen utensils and chinaware", we don't appear to have sold any of these, my lord.

THE COMMISSIONER: Presumably lost.

20 MR. HUNTER: Presumably they must be lost. They were inventoried as a quantity of utensils and dishes and we didn't sell any, so I presume they must have disappeared, my lord. They were not specifically inventoried as shown on the claim.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mrs. Tautami, what was the six tons of straw which you sold to the tenants, Lundstrom and Smith?

THE INTERPRETER: You want to know what was the straw?

MR. HUNTER: Yes.

A It was to put on top of strawberries.

30 Q And was it baled?

A: Yes, it was

6
Mrs. N. Tautami,
Cross-Exam.

Re-Direct Exam.

baled.

Q And how many tons of baled straw did you have on
your place? A: Six tons.

THE COMMISSIONER: Q: That is quite clear, is it? That is,
all the straw they had on the place was six tons.

A Yes.

MR. HUNTER: That is all, my lord.

MR. MacLENNAN: My lord, I am not quite sure if I follow
that. She had six tons of straw, as I understand it,
my lord, and she is claiming for six tons of straw.

10

RE-DIRECT EXAMINATION BY MR. MacLENNAN:

Q Did you sell any straw on your place, Mrs. Tautami?

THE COMMISSIONER: I am afraid that is cross-examination,
Mr. MacLennan. She has said in answer to your learned
friend that she had six tons of straw. In order to
clear up any doubt I asked her whether the six tons
was all the straw she had on the place, and she said
yes.

20 MR. MacLENNAN: I gathered, my lord, and I may be wrong,
that she had six tons at the time of evacuation,
that is what she was talking about.

THE COMMISSIONER: No, I don't think it is open to that
construction. Certainly that is not the way I took
it. I prefer to pursue this myself.

Explain to the witness, Mr. Interpreter, that
she told me a moment ago that all the straw she had
on the place was six tons.

(Interpreted).

30 THE WITNESS: Yes.

Mrs. M. Tautumi,
No-Direct Exam.

THE COMMISSIONER: Q: Now, when was it that she had six tons on the farm?

A: At the time of evacuation.

THE COMMISSIONER: Yes. That leaves it just in the same position as it was before. That was, all the straw she had on the place at the time of evacuation was the six tons. Wait a minute, I will pursue it a little farther. I get your point.

Q: When did you sell six tons of straw to Lundstrom and Smith?

A: She says now that she did not sell this to Lundstrom and Smith.

MR. KUDOHUWU: She misunderstands.

MR. HUNTER: Wait a moment.

THE INTERPRETER: A: She says she didn't sell it to Lundstrom and Smith.

MR. MacLENNAN: That is why I pursued the matter because I thought there was a misunderstanding. I don't want my interpreter to enter into the picture at all at this time.

20 THE COMMISSIONER: No. Have you a receipt, Mr. Hunter?

MR. HUNTER: The note I have is just what is here, that the tenants had a receipt for it from her.

MR. MacLENNAN: My lord, I can possibly clear that up by calling the husband who was the one who instructed me in connection with that. He knows about that receipt.

THE COMMISSIONER: Perhaps it would be as well. You do not wish this witness any further, Mr. Hunter?

MR. HUNTER: I wonder if we could hold her until I check some memorandums here.

8
Mrs. H. Tautsami,
Discussion.
No-Oress Hama.
H. Tautsami; In Chief.

THE COMMISSIONER: Yes, go on.

MR. HUNTER: I wonder if we could find out how many
bales she had there that year, my lord.

THE COMMISSIONER: Go ahead.

MR. HUNTER: Q: Mrs. Tautsami, how many bales of straw
did you have in the year 1942 on your premises?

A: There are about ten bales to a ton.

THE COMMISSIONER: Well, is she able to say either in
tons or in bales?

10 THE INTERPRETER: She said she bought six tons to put
over the strawberries.

MR. HUNTER: Q: Is that all you had for the whole of
the year 1942?
A: No, I didn't have
anything else.

MR. HUNTER: Well, I think we will have to leave it there,
my lord. We will try and get this receipt from
the tenants and find out about it.

THE COMMISSIONER: Yes. I will give Mr. MacLennan leave
to call her husband. Perhaps he has some explanation
to make.
20

MR. MACLENNAN: Thank you, Mrs. Tautsami.

(Witness aside).

HIROSHI TAUTSAMI, a witness called on behalf
of the claimant herein, being first duly
sworn, testified through the Interpreter
as follows:

DIRECT EXAMINATION BY MR. MACLENNAN:

Q: Mr. Tautsami, according to the Custodian's records
six tons of straw were sold by your wife to
Lundstrom and Smith before evacuation. Do you
30 know anything about that?

9
M. Tautumi,
In Chief.

A She did not sell it.

Q Have you any explanation as to the Custodian's record?

A: Lundstrum and Smith went to the Custodian and said that they had a receipt from his wife and that he said that his wife didn't make any such receipt.

Q And at the time of evacuation who were your neighbours?

A "M" Tautumi, the same name as his wife.

MR. MACLENNAN: I see. I offer that, my lord, because
10 that may be a possible explanation, and it may be the neighbour, M. Tautumi, sold the straw and it has no connection with this M. Tautumi.

THE COMMISSIONER: I see. Do you want to cross-examine, Mr. Hunter?

MR. HUNTER: No, my lord.

THE COMMISSIONER: All right, thank you, Mr. Tautumi.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

20

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

Andon Hambleton
"G. HAMBLETON"
Official Reporter.

VERNON, B. C.

25 February 1948

DEFENCE BRIEF

Mrs. Miveko TSUTSUMI

File No. 4520

Case No. 177

PERSONAL

PROPERTY

CLAIM

1. Chattel Claim

\$643.20 - See Transcript 2 and Exhibit 1 for errors in addition and duplications. Claim is actually \$353.50. Exhibit 2 Analysis of claim based on the old claim.

(a) Goods valued by claimant
at \$123.75

Sold by auction \$73.00

Witness - Gowing Frost, auctioneer.
S.C. Carlsen attended sale ✓

(b) Goods valued by claimant
at \$10.00

Sold by tender \$ 8.00

(c) Goods valued by claimant
at \$134.50

Lost, destroyed or stolen.

Witness - R. Lundstrom
Gowing Frost, Auctioneer of (a)

(d) Goods valued by claimant
at \$13.25

Not declared and not found.

Witness - Mr. Shears

(e) Goods valued by claimant (straw)
at \$72.00

Abate to R. M.
Declared not found
~~Sold by claimant~~

Witness - Lundstrom & Smith

Transcript 4 to 9 Receipt to be
obtained from Lundstrom & Smith.

Total 353.50

*No proof on file that claimant sold this particular
lot of straw direct to 79 but was inventoried by
S.C. Carlsen (last ref.)*

Name of Claimant

TSUTSUMI, Miyako (Mrs. Hiroshi)

Case 170

Custodian File

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
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		
PERSONAL PROPERTY										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
123.75	73.00		58.87%	206.50		8.00				
		21.90			121.56		.96		144.42	
TOTAL RECOMMENDATION										144.42

October 6th, 1950.

Mrs. Miyeko TSUTSUMI,
Coldstream Ranch,
Vernon, B. C.

Dear Madam:

Re: Japanese Property Claims Commission
Case No. 179

We have received from the Co-Operative Committee on Japanese Canadians, Release executed by yourself covering the award recommended under the above Commission, for the sum of \$144.42.

Cheque for \$136.07 is enclosed herein, and the sum of \$8.35 has been paid to the Co-Operative Committee on Japanese Canadians for legal fees as authorized.

Yours truly,

F. G. Shears,
Director.

FUS/js
1 encl.