

4602

Fowell Street.

FILE NO. 4602

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: INABA Masanobu.
HOME ADDRESS: Cedar Valley Road, Mission District, B.C.
REGISTRATION NUMBER 13636 SEX: Male AGE: 25.
OCCUPATION: Farmer.

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

EMPLOYER: Self.

MARRIED? Yes.

NAME OF WIFE OR HUSBAND: Rumiko 2723

ADDRESS OF WIFE OR HUSBAND: Cedar Valley Road, Mission District, B.C.

NAMES OF ANY LIVING CHILDREN: Franklin Masatake (M)
Nancie Reiko (F)

ADDRESS OF CHILDREN: Cedar Valley Road, Mission District, B.C.

AGE OF CHILDREN: 4, 1.

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

1. LOCATION AND DESCRIPTION Cedar Valley Road, Mission District, B.C.
3 Pieces of Land. (1) Lots 15 and 16 Sub of N 1/4 of S.E. 1/4 of Sec 29
Twp 17, map 2849, Mission, N.W.D. (2) Lots 6 and 7 of Lot 118,
Group 2, and portion of Lot 43, Op. 2, map 3148, Municipality of
Matsqui, N.W.D. (3) Lot 3 of the S 1/4 of S.E. 1/4 of Sec. 29, Twp 17,
map 553, Mission, N.W.D. *all Registered in name of Tadaaki Shirokawa (In Japan)*

2. BUILDINGS AND OTHER IMPROVEMENTS 1) One 11 room Dwelling House,
2 Mothouses, 1 Garage, 2 Pickers' Houses, 2 Packing Houses, Bath
House, Woodshed, Barn. (2) 2 Pickers' Houses, 3 Packing Houses,
1 Shed. (3) 2 Packing Houses.

3. INSURANCE (Give particulars; state where policies are) Policies in possession of
(1) House. \$2000. Canadian Surety Co., Toronto. (Declarant.
Policy No. 45029. Agents Reed, Phipps & Davies Ltd., Vancouver.

(2) 2 Pickers' Houses, \$200 each. New England Fire Insurance Co.
Policy Nos. 6255033, 6255034. (Pittsfield, Mass.
4. TAXES (Amount and where payable) \$153.49 per annum. Paid to end of 1941. Payable at Mission City and
5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) Municipal Hall,
At. Lehman, B.C.

6. OCCUPANCY AND LEASES (If vacant so state)

Occupied by Self and family.

- in Safety Deposit Box in name of father, in law,
T. Shirakawa, at the Canadian
Bank of Commerce, Mission City.
7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Bank of Commerce, Mission City.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: No.
9. IF FARM LAND STATE CROPS SOWN Strawberries, Loganberries, Raspberries,
Rhubarb, Asparagus, Grapes, Hops, Fruit Trees, and Hay, on
28 1/2 Acres.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: _____
2. LANDLORD'S NAME AND ADDRESS: _____
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: _____
4. STATE WHEREABOUTS OF LEASE: _____
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) _____
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: _____

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES,
EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: _____
- 1 Truck, household furniture and farm equipment as per attached list,
left in houses and sheds on land belonging to declarant at Cedar
Valley Road, Mission District, B.C.
(The Truck is at Hastings Park).
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS _____
- 1 Horse, brown, female, 8 years old.
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR
CLAIM ON ANY SUCH PROPERTY _____

INABA Masahobu. SERIAL No. 13636

Pacific Co-operative Union Shares \$1370.00

No. 1924 to 1940

No. 1059 to

No. 1338 to 1338

No. 2353 to

No. 2692 to 2698

No. 4400 to 4427

Pacific Thrasher Co-operative Union shares
\$8.00

No. 37 to 44

The Western Canada Hop Co-operative Union Shares.
\$300.00

No. 82 to 11

War Savings Certificate

No. TE 43946 \$100.00

No. TD 50433 \$50.00

No. TA 277155 7 \$5.00

Victory Loan

No. K4. H 273347 \$50.00

No. K4. H 273348 \$50.00

Form "A" Policy in possession of Declarant.

FILE NO.

4. INSURANCE CARRIED ON ABOVE PROPERTY \$750. Policy No. 10173. Legal and General Assurance Society Ltd. (London). 640. Pender St. West. Vancouver. Insurance on Truck, \$1200. No. 18407. North British and Mercantile Ins. Co.
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF Montreal.

OTHERS:

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)

From F. Okubo. Wornok. B.C. \$300.00
A. Kimura. Mission City. \$25.00 } Total \$675.00.

Pacific Fraser Co-operative Union, 350.00.

Mission City, B.C.

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

Pacific Co-operative Union Shares, \$1370.00.

Pacific Fraser Co-operative Union, \$8.00

Western Canada Hop Co-operative Union \$300.00

in possession of Declarant. Detailed List Attached.

was saving certificates & Victory Loan.

8. BANK ACCOUNTS: None.

Winnipeg, London Life Insurance Co. No. 319477. \$1000.00.

9. LIFE INSURANCE The Great West Life Assurance Co. No. F 724 251. \$1000.00.

Toronto. The Crown Life Insurance Co. No. 283.758. \$1000.00.

in name of Sumiko Inaba, No. 279.291. \$1000.00. in name of Franklin

Masatake Inaba, payable to Masanobu Inaba (the declarant).

10. INTEREST IN ANY ESTATES OR TRUSTS.

11. SAFETY DEPOSIT BOX: Box No. 44. Canadian Bank of Commerce, Mission City, B.C.

LIABILITIES:

1. PERSONAL DEBTS:

2. TRADE DEBTS:

REMARKS:

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 24th day of March 1942.

(Signature) Masanobu Inaba

Barth, M. Chope.
Witness

FOR DEPARTMENTAL USE

PD 4/8/43
INFORMATION FROM R.C.M.P.

Date

No. 4602

me INABA Masanobu
(Surname in Block Letters)

Registration No. 13636

Male - Female
(check)

Age 24 1/2

Residential Address

R.R. # 1 Mission B.C.

Date Evacuated Apr 11/42

Naturalized - Canadian-Born - National
(check) ☒

Present Address

C/o John Knack Jr.
Windsor Farm
Vancouver, B.C.

Married - Single
(check) ☒

Name of Wife SHIRAKAWA Sumiko

Name of Husband

Name of Mother NAKAO Tomie

Name of Father Sanzo Japan

Name of Children under 16

Rieko Masaki Mar 20/40
Franklin Masaki Jun 11/38

Requested by Blaker

Registered with Custodian
(Yes or No)

Additional Information

Farm. Owner of 40
acre house truck, horse at home
address

REAL PROPERTY SUMMARY

Files 4602 and
Int. 713.

JAPANESE NAMES: Masanobu INABA - - Reg. No. 13636
Tadaichi SHIRAKAWA - In Japan

CATALOGUE NO: Private sale to Henry TOEWS.

PROPERTY ADDRESS: Parcel "A" is situated on the South Bank of the Fraser
River opposite Mission and in the Municipality of Matsqui.
Parcel "B" and "C" address is 457 Cedar Valley Road.

LEGAL DESCRIPTION: Parcel "A" - Lots 6 & 7 of Lot 118, Group 2 Map 3148, SAVE
AND EXCEPT Pt. 0.149 of an acre as shown on Sketch deposited
number 6605 of said Lot 7, Municipality of Matsqui, D.N.W.

Parcel "B" - Lots 15 & 16 of the N. $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of Sec. 29,
Twp. 17 Map 2849, Municipality of Mission, D.N.W.

Parcel "C" - Lot 3 of the S. $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of Sec. 29, Twp.
17, Map 553, D.N.W.

TITLE: In the name of Tadaichi SHIRAKAWA, In Japan.

ENCUMBRANCE: Vesting in Custodian 24889, November 3rd, 1942, covering all
parcels above.
Dyking charge as to Parcel "A".

UNREGISTERED
ENCUMBRANCE: Parcel "A", agreement of Sale dated 1st October 1938,
Tadaichi SHIRAKAWA to Masanobu INABA at a price of \$5000.00
payable \$300.00 on the 1st November 1938 and \$940.00 on the
1st November of each year, the final payment being in 1943.
Parcel "B" Agreement of Sale dated 1st October 1938,
Tadaichi SHIRAKAWA to Masanobu INABA for \$3500.00 payable
\$150.00 on the 1st November 1938 and \$670.00 on the 1st
November in each year thereafter, the final payment being in
1943.
Parcel "C" Agreement of Sale dated 1st October 1938 and
deed dated 21st October 1939, Tadaichi SHIRAKAWA to Masanobu
INABA, consideration of \$500.00. The deed acknowledges re-
ceipt of the consideration, but is unregistrable as it lacks
the visa of the British Consul to Japan.

ASSESSED VALUE: "A" Lots 6 & 7 1942 - 21.731 acres.
Land \$1087.00
Improvements \$1600.00 Total \$2687.00 Taxes \$51.61.

"B" Lots 15 & 16 1942 - 10 acres.
Land \$525.00
Improvements \$1500.00 Total \$2025.00 Taxes \$37.05.

"C" Lot 3 1942 - 10 acres.
Land \$600.00
Improvements \$750.00 Total \$1350.00 Taxes \$27.30.

CLASSIFICATION: Parcel "A": - Inspection report dated June 17th, 1942 reported

reported

14½ acres in crop and the remaining acres in grass. Of the crops 4½ acres strawberries, 3 acres asparagus, 4½ acres hops, 2½ acres rhubarb. The buildings on the property consist of two pickers houses and two packing sheds. Parcels "B" and "C":- Inspection report dated June 17th, 1942, reported the acreage of the property as 8½ acres all cleared with 2½ acres strawberries, 1 acre asparagus, 3 acres raspberries, ½ acre rhubarb and about 25 fruit trees. The buildings on this parcel were a 1½ storey house 24 x 48, 8 rooms, fair condition, and two pickers cabins and rhubarb house combined, woodshed, double garage and barn. This property was occupied at the time of inspection by H. TOEWS.

HISTORY OF
ADMINISTRATION:

Although no formal lease of this property was given by INABA, Henry TOEWS, has been occupying these lands as a tenant under an agreement dated 30th March 1942, selling the crop of 1942 to TOEWS for \$1700.00 and providing that the Pacific Co-operative Union should be INABA'S agent in respect to succeeding crops until INABA'S return. In his letter of 16th March 1943, Mr. Shimek, of the Co-operative, says Mr. TOEWS' understanding was that the \$1700.00 and taxes and upkeep of the farm was the total liability assumed by him for the term of INABA'S absence, and Mr. Campbell who prepared the crop sale agreement admits this in his letter of 11th February 1943. It is not clear, however, that this \$1700.00 was in full satisfaction of TOEWS occupation and use of the premises during INABA'S absence, but in respect to this property no rental on INABA'S account has been received by the Custodian.

On 30th March 1942, INABA verbally agreed in the presence of James M. Campbell, to sell all three parcels to H. TOEWS. The amount of the consideration for parcels "A" and "B" to be determined later. For these two parcels Mr. TOEWS made an offer to the Custodian on the 1st April 1942 of \$7500.00, a cheque for \$3266.70 payable to the Custodian accompanying the offer. The offer was reported to Mr. INABA and on February 29th, 1944 he stated that he considered the price insufficient. The offer was however submitted to the Advisory Committee and accepted.

Mr. TOEWS has paid in full the consideration named in this agreement of sale of Parcels "A" and "B"; \$7500.00, and the Custodian has conveyed to him title to these properties.

Parcel "C" was sold by the Custodian to Henry TOEWS, for \$550.00. This consideration has been paid to the Custodian, and title has been conveyed to Henry TOEWS.

Insurance in force at date of evacuation on buildings of Parcel "A" \$400.00 in New England Fire Insurance Co., expiring on the 7th February 1946, premium \$14.00. On buildings of parcel "C", \$2000.00, New England Fire Insurance Co., expiring 19th April 1945, premium \$36.00. All policies were transferred to Henry TOEWS, subject to the interest of the Custodian.

SOLD: To Henry TOEWS, Parcels "A" and "B", \$7500.00, Parcel "C" \$550.00, total \$8050.00.

FUNDS: It does not appear that any funds can be released to INABA until further information as to his equity is obtained. Of the consideration of the three parcels, "A", "B" and "C", a total of \$9000.00, INABA claims to have paid \$2000.00 on principal and \$600.00 on interest. Of this claim there is no confirmation, but it appears from an affidavit made on the 17th November 1943 by Mr. SHIMEK, that several payments had been made by INABA and the manager of the Bank of Commerce at Mission is also of the opinion that INABA made several payments. Accepting Mr. INABA'S statement, there will be a balance of \$7000.00 unpaid on principal with interest.

According to the Accounting Department record, in respect to Parcels "A" and "B", there is a credit of \$7500.00 plus insurance refund \$41.58 and refund of taxes \$37.05, total credit of \$7578.63. The debits are for appraisal \$20.00, legal fee \$15.00, taxes \$151.30, transmission \$1.00, registration fee \$21.00, total \$208.30. Net credit \$7370.33.

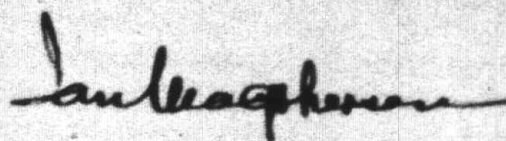
In respect to Parcel "C", there is a credit on our books to INABA of purchase price of Lot 3 of \$550.00, interest \$75.99, refund of insurance \$7.50, total \$633.49; less 3 Certificates of Encumbrance \$3.00, insurance \$14.00, legal fees \$15.00, and registration fees \$8.60, total \$40.60. Balance to credit \$592.89. The total amount to be released \$7963.22.

TITLE: Has been conveyed to Henry TOEWS covering the three parcels. No Certificate of Encumbrance showing this has been obtained by us.

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

DATED February 11th, 1946.

IM:ML



13636

NAME

INABA Kazunobu

(See also File Int. 713)

FILE NO.

4602

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY	
			MONTH	DAY	YEAR		
England Fire Insurance Company	6255381	\$200.00	Feb.	7	46	On East side of Abbot Highway, Matsui, B.	
New England Fire Insurance Company	6255383	\$200.00	Feb.	7	46	On East side of Abbot Highway, Matsui, P.C.	
New England Fire Insurance Company	6255353	\$2,000.	April	1945	1945	W. side of Cedar Valley Road, Winston, B. C.	
Legal & General Insurance Soc. Ltd.	12763	\$750.00	May	3	1946	Lot 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000	PC

cancelled April 20/46

f. 1143

File No. 4602

CLAIMS DEPARTMENT

September 11th, 1943.

Nasanobu IWABA - Reg. No. 13636

CREDITORS:-

Henry Toews..... \$205.80 ?

(Acreage adjustment ⁵⁴⁴ 3.89 - \$294.00)
(Suggested Settlement on 70% - \$205.80)

DEBTORS:-

F. OKUBO File No. 4980..... \$300.00 JP

K. KIMURA File No. 4427 or 5532..... 25.00 JP

Pacific Fraser Co-op. Union.. F. 13811.. 350.00 JP

F. O'Keefe (File 4978) M. F. O'Keefe (File 5718) 150.00 Substantiated 10/8/45
(Ruston & Co.)

No claims on wife's file No. 2733

/ND

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Masanobu Inaba

File No. 4602

% John Knock Jr.
Hobbsford, Alta

Reg. No. 13636

Company Crown Life

Agency Vancouver

Policy No. 279291

Premium - \$ 44.91

Payable: ☒ Annually, ☐ Semi-annually or ☐ monthly

Month May Day 19

REMARKS:

Sept 19/43.
Ginn Letter 115

Revised

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Inaba Masanobu File No. 4602
Reg. No.

Company London Life Ins. Co. Agency

Policy No. 319477

Premium - \$ 48.15

Payable: Annually, Semi-annually or monthly

Month May Day 11

REMARKS: premium owing

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

Detachment

Seizure No.

FOR USE WHEN APPLICABLE

Detachment File No.
Sub-Division File No.
Division File No. **E 289-0-13-3**
Headquarters File No.

Detachment
Sub-Division
Division

"E"

March 19th 1948

RE: **INABA Masanobu (Mission B.C.)**

NAME OF FILE

On March 19th

1948, 1

H.F. Price RCMP

MEMBER'S NAME

Came into possession of the following goods by:-

SURRENDER UNDER O.C.P.C. 1496

STATE BRIEFLY AUTHORITY, ETC., WHETHER BY SEARCH WARRANT, ETC.

NO. OF PAGES	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
LICENSE NO. MAKE & MODEL SERIAL NO. ENGINE NO. SPEEDOMETER READING CONDITION	(41) CX760 41 international truck 1 1/2 ton not available 5915 appears good	TIRE NUMBERS 6
EXTRA EQUIPMENT	NONE	
DESCRIPTION & CONDITION VERIFIED	X <i>Masanobu Inaba</i> #13636 Signature of Owner Japanese Registration No. Handed over to representative of Custodian whose signature in receipt thereof appears hereunder <i>E. A. Cruise</i>	
DATE:	March 19/48	
	<i>A. J.</i> SIGNATURE OF MEMBER SUBMITTING REPORT	

Address
Address
ACCO

PHONES
Mission Office 65, Plant 55
Matsqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
SEP 16 1942

March 30th.1942.

4602

Agreement of sale of Crop.

Mr. M. Inaba of Mission agrees to sell and Mr. Henry Toess of Yarrow agrees to purchase the crops of Mr. M. Inaba on the following terms. The Crop consists of $9\frac{1}{2}$ Acre of Strawberries, $3\frac{1}{2}$ acres of Raspberries $2\frac{1}{2}$ acres of Rhubarb, $\frac{1}{2}$ acres of Loganberries, 5 acres of Asparagus and some tree fruit. This crop is sold by M. Inaba to Henry Toess for the sum of 1700 dollars in cash. The crops are located on the farms of M. Inaba at Cedar Valley Road Mission and Abbotsford Mission Highway just south of the Fraser River Bridge at Matsqui.

Mr. Toess agrees to look after 2 acres of newly planted Raspberries and also to keep all the farms properly looked after until the return of Mr. Inaba. Mr. Inaba agrees to help Mr. Toess clean up the Matsqui farm under this agreement.

H. Toess

M. Inaba

437

IN THE MATTER OF AGREEMENT DATED MARCH 30th. 1942

MARABOU IMBA

to

HENRY TOWNS

STATUTORY

EXPLANATION

I, Henry Towns of Mission City in the Province of British Columbia, Fruit Farmer, do solemnly declare:-

1. That by agreement in writing dated the 30th. day of March A. D. 1942 I purchased from Marabou Imba of Mission City aforesaid all of the growing crops on the following lands, namely:-

Lots 15 and 16 of the North Half of the South East quarter of Section 29, Township 17, Map 2849
 Lot 3 of the South Half of the South East quarter of Section 29, Township 17, Map 2849 in the Municipality of Mission
 and

Lots 6 & 7 of Lot 118 Group 2 and 21.73 acres of Lot 43 Group 2 Map 2148 in the Municipality of Matsqui

for the sum of \$1700.00.

2. That at the time of entering into the said purchase the said Marabou Imba represented to me that the acreage of small fruits on the said lands consisted of the following:-

Strawberries	9.5	acres
Raspberries	3.5	"
Asparagus	5.5	"
Rhubarb	3.5	"
Loganberries	0.5	"
Total	22.5	"

and it was on that basis that I paid the aforesaid purchase price.

3. That on or about the 23rd. day of August A. D. 1942 in company with Abram Friesen I carefully measured all of the acreage of small fruits on the said lands and found that there were:-

6 plots of strawberries totalling	289,888 sq. ft.	or	6.65 acres
4 " raspberries	140,438 "	or	3.23 "
1 " asparagus	111,600 "	or	2.56 "
3 " rhubarb	82,800 "	or	1.90 "
1 " loganberries	"	or	0.50 "
Total			15.04 "

4. That the shortage in acreage of small fruits on the said lands is as follows:-

Strawberries	8.85	acres
Raspberries	0.07	"
Asparagus	2.94	"
Rhubarb	1.60	"
Total	7.46	"

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 18th.)
 day of September A. D. 1942.)

H. Towns

A. D. Friesen

A Commissioner for taking affidavits
 within British Columbia

STATUTORY

DECLARATION

I, **Abram Friesen** of Mission City in the Province of British Columbia, Fruit Farmer, do solemnly declare:-

1. That on or about the 23rd. day of August A. D. 1942 in company with Henry Scott, purchaser from Hannahtha Inaba of growing crops on two farms in the Municipality of Mission and two farms in the Municipality of Matsqui, I measured up all of the plots of the various kinds of small fruits on the said lands and found that there were:-

6	plots of strawberries	totalling	289,888	sq.ft.	or	6.65	acres
4	"	raspberries	149,458	"	or	3.45	"
1	"	asparagus	111,600	"	or	2.56	"
3	"	rhubarb	82,800	"	or	1.90	"
1	"	loganberries		"		0.80	"
Total						15.06	"

2. That I took particular care with my measurements and computations and am satisfied that they are correct.

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

Declared before me at Mission City in the Province of British Columbia this 18th day of September A. D. 1942.

Abram Friesen

John A. Pule
A Commissioner for taking affidavits
within British Columbia

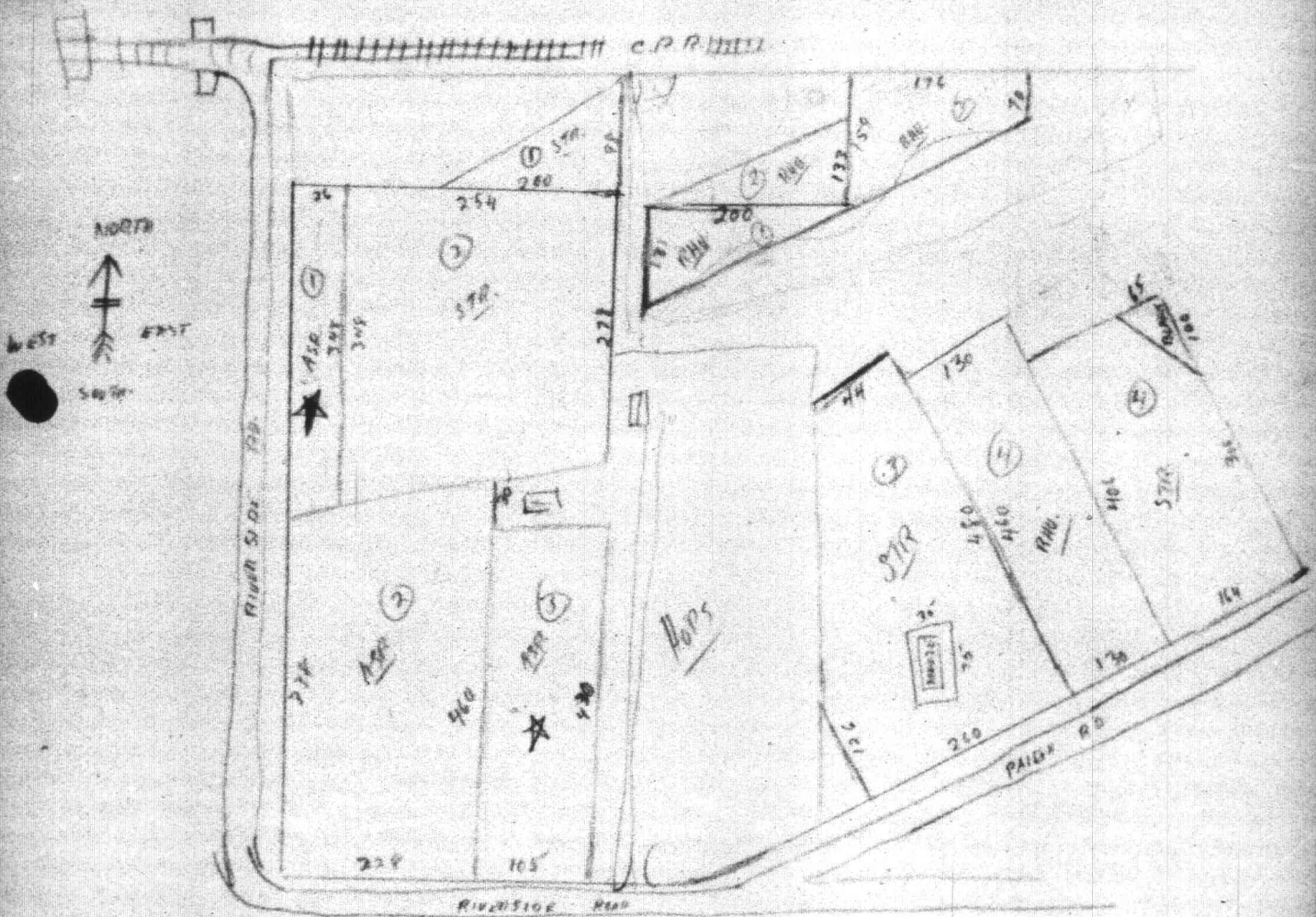
NORTH

M. INABA

HENRY TOWN

COR. CEDAR VALLEY RD & CARRY STREET

CARRY STREET



MATSQUI PROPERTY

This Agreement, made in triplicate this **First**day of **October** in the year of Our Lord one thousand nine hundred and ~~twenty~~ **thirty-eight**BETWEEN **TADAICHI SHILAKAWA** of Mission in the Province
of British Columbia, Farmer,Name,
Address, and
Occupation
of Partieshereinafter called the "Vendor" of the one part
AND**MASANOBU INABA** of Mission in the said Province,
Farmer,

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in

the Municipality of Mission in the District of New Westminster Province of British Columbia, and more particularly known and described as:— Lots Fifteen (15) and Sixteen (16) of the North Half of the South East quarter of Section Twenty-nine (29) Township Seventeen (17) Map No. 2849.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of **Thirty-five hundred (\$3500.00)** ----- **XX** Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of ----- **XX** Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The sum of **One hundred and fifty (\$150.00)** dollars on the 1st day of November 1938, and

\$670.00	on the 1st day of November	1939,
\$670.00	" " " " " "	1940,
\$670.00	" " " " " "	1941,
\$670.00	" " " " " "	1942,
\$670.00	" " " " " "	1943.

EXHIBIT No. **468 - 6**
DATE **24 Mar 1948**
FILED BY **A.G. Virtue**

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of **Seven (7%)** per cent. per annum, payable on the days and dates **as above said.**

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except:

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

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

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

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

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

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

SIGNED, SEALED AND DELIVERED
BY THE VENDOR
in the Presence of:

Signature of Witness F. S. Taylor
Street Address Main St.
City Mission City, B.C.
Occupation Notary Public

T. Philakawa

M. Inaba

SIGNED, SEALED AND DELIVERED
BY THE PURCHASER
in the Presence of:

Signature of Witness _____
Street Address _____
City _____
Occupation _____

FOR ATTORNEY

I HEREBY CERTIFY that, on the

day of

, 194 , at
in the Province of British Columbia,
(whose identity
who is)

has been proved by the evidence on oath of
personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name
of
to the annexed Instrument as the maker thereof, that the said
in the same person mentioned in the said Instrument as the maker thereof, and is still alive to the best of his belief, and
that he, the said knows the contents of said
Instrument, and subscribed the name of the said thereto voluntarily
as the free act and deed of the said under authority of a power of
attorney which has not been revoked.

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

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

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

DECLARATION BY ATTORNEY

I, _____ of the
in the Province of British Columbia,
DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.
 2. At the time of the execution of the within instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.
- AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me at
in the Province of
this day of A.D. 194 }

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

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the

day of

, 194 , at
in the Province of British Columbia,
(whose identity has been proved by the evidence on
who is) personally known to me,

oath of
appeared before me and acknowledged to me that he is the
who subscribed his name to the annexed instrument as

of
, and that he is the person
of the said
and affixed the seal of the

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

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

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

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

AFFIDAVIT OF WITNESS

Province of British Columbia
To Wit:

- I, _____ of the _____, in the Province of British Columbia, make oath and say:
1. I was personally present and did see the within instrument duly signed and executed by _____ the part _____, for the purposes named therein.
 2. The said instrument was executed at _____, and that _____, I know the said part _____, and that _____, I am the subscribing witness to the said instrument and am of the full age of sixteen years.
 3. I am the subscribing witness to the said instrument and am of the full age of sixteen years.
 4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.
- Sworn before me at _____ in the Province of British Columbia, this _____ day of _____, 194 _____.

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

Dated October 1st 1943

TADAICHI SHILAKAWA

AND

MASANOBU INABA

Agreement FOR SALE OF LAND

The Clerk & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C. Form No. 27

Lots 15 & 16 Sub of N ½
of S.E. ¼ of Sec 29 Twp 17,
Map 2849, Mission, N.W.D.

F.S. Taylor
Real Estate & Insurance
Mission City, B.C.

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the _____ day of _____, 194 _____, at _____, in the Province of British Columbia, _____, who is personally known to me, appeared before me and acknowledged to me that he is _____ the person mentioned in the annexed instrument as _____, that he knows the contents thereof, and that he executed the same voluntarily, and is subscribed thereto as part _____ of the full age of twenty-one years. IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ Mission City _____ day of _____, in the Province of British Columbia, this _____ day of _____, in the year of our Lord one thousand nine hundred and _____ F. S. Taylor
A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits within British Columbia.

DATE PAID	PRINCIPAL	INTEREST	PAID TO
Oct 1	300.00	234.50	

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

April 28, 1948

M. S. Taylor

This Agreement, made in duplicate this **First**

day of **October** in the year of Our Lord one thousand nine hundred and **thirty-eight**

BETWEEN

TADAICHI SHIRAKAWA of Mission in the Province
of British Columbia, **Farmer**,

Name,
Address, and
Occupation
of Parties

hereinafter called the "Vendor" of the one part
AND

MASANOBU INABA of Mission in the said Province,
Farmer,

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL, AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Matsqui in the Province of British Columbia and more particularly known and described as Lots Six (6) and Seven (7) of a subdivision of Lot One hundred and eighteen (118) Group Two (2) and a portion of Lot Forty-three (43) West of the Canadian Pacific Railway Right of Way, Group Two (2), and containing 21.73 acres, more or less, according to Map No. 3148.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of **Five thousand (\$5000.00.)**-----XX Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of ----- Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The sum of Three hundred (\$300.00.) dollars on the 1st day of November 1938.

\$940.00 on the 1st day of November 1939.

\$940.00 " " " " " " 1940.

\$940.00 " " " " " " 1941.

\$940.00 " " " " " " 1942.

\$940.00 " " " " " " 1943.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of **Seven (7%)** per cent. per annum, payable **on the days and dates** aforesaid.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

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

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

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

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

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

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness

Street Address

City

Occupation

J. S. Taylor
Main St.
Missin City BC
Notary Public

J. Shuckman

M. Inaba

FOR ATTORNEY

I **Hereby Certify** that, on the

day of

, 19 , at

, in the Province of British Columbia,

(whose identity

, who is)

has been proved by the evidence on oath of

personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of

to the annexed instrument as the maker thereof, that the said

is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and

that he, the said

knows the contents of said

instrument, and subscribed the name of the said

thereto voluntarily

as the free act and deed of the said

under authority of a power of

attorney which has not been revoked.

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

at

in the Province of

British Columbia, this

day of

in the year of our Lord one thousand nine hundred and

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

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

For the Secretary (or other officer) of a Corporation

I **Hereby Certify** that, on the

day of

, 19 , at

, in the Province of British Columbia,

(whose identity has been proved by the evidence on

, who is) personally known to me,

oath of

appeared before me and acknowledged to me that he is the

of

who subscribed his name to the annexed instrument as

, and that he is the person

of the said

and affixed the seal of the

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

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

at

in the Province of

British Columbia, this

day of

in the year of our Lord one thousand nine hundred and

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

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

This Agreement,made in duplicate this **First**day of **October** in the year of Our Lord one thousand nine hundred and **thirty-eight**

BETWEEN

TADAICHI SHIRAKAWA of Mission in the Province
of British Columbia, FarmerName,
Address, and
Occupation
of Partieshereinafter called the "Vendor" of the one part
AND**MASANOBU INABA** of Mission in the said Province,
Farmer,

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Mission in the District of New Westminster Province of British Columbia, and more particularly known and described as:— Lots Three (3) of the South Half of the South East Quarter of Section Twenty-nine (29) Township Seventeen (17) Map No. 553.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of **Five hundred (\$500.00.)** ----- **XX** Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of ----- Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The sum of **Fifty (\$50.00.)** dollars on the 1st day of November 1938, and,

\$90.00	on the 1st day of November	1939,
\$90.00	" " " " " "	1940,
\$90.00	" " " " " "	1941,
\$90.00	" " " " " "	1942,
\$90.00	" " " " " "	1943.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of **Seven (7%)** per cent. per annum, payable **on the days and dates** aforesaid.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

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

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

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

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

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

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness

Street Address

City

Occupation

T. Shirakawa

M. Inaba

FOR ATTORNEY

I Herby Certify that, on the

day of

19

at

, in the Province of British Columbia,
(whose identity
, who is)

has been proved by the evidence on oath of
personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name
of

to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and
that he, the said

instrument, and subscribed the name of the said
as the free act and deed of the said
attorney which has not been revoked.

knows the contents of said
thereto voluntarily
under authority of a power of

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

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

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

For the Secretary (or other officer) of a Corporation

I Herby Certify that, on the

day of

19

at

, in the Province of British Columbia,
(whose identity has been proved by the evidence on
, who is) personally known to me,

oath of

appeared before me and acknowledged to me that he is the

who subscribed his name to the annexed instrument as

of
, and that he is the person
of the said
and affixed the seal of the

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

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

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

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

PROVINCE OF BRITISH COLUMBIA

TO WHIT:

1

30

make out any:

of the

, in the Province of British Columbia,

1. I was personally present and did see the within instrument duly signed and executed by

the part thereto, for the purposes named therein.

3. I know the said part, and that of the full age of twenty-one years.

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

in the Province of British Columbia, this

61 •

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

The Clarke & Stuart Co. Ltd., Law Printers and Stationers, Vancouver, B.C.
Form No. 27

Lot 3, of the S $\frac{1}{2}$ of S.E. $\frac{1}{4}$
of Sec 29, Twp 17, Map 553
Mission. N.W.D.

TADAICHI SHIRAKAWA

AND

MASANOBU INABA

Dated **October 1st** **1938**

FOR MAKER (INCLUDING MARRIED WOMEN)

3 Herby Derrig that, on the First

MISSION CITY

Tedachi Shitakawa

day of
28th October
, 1938 at
, in the Province of British Columbia,
(whose identity has been proved by affidavit)

before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as part of, that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at Mission City in the Province of

British Columbia, this 1st day of October in the year of our Lord one thousand nine hundred and thirty-eight

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

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

4602 + Int. 713
OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
SEP 16 1942

Richardson
JAMES M. CAMPBELL
BARRISTER SOLICITOR
NOTARY

MISSION CITY, B. C.

September 14th. 1942

**4602*

The Custodian
Japanese Evacuation Section
VANCOUVER, B.C.

Dear Sir:-

Re MASANDEU INABA and HENRY TOEWS

Henry Toews has called on me to-day and pointed out to me that he rented the farm of Inaba for the duration of the war for \$1700.00.

After reading over the agreement originally made between them or rather the offer signed by Inaba I am persuaded that this is what he did do. I enclose the original document and particularly refer you to the last paragraph of the document. Possibly I was in error in making the lease for only one year - at least I am persuaded that I was as this man Toews seems to me to be honest. What will I do now? You tell me.

Yours faithfully

J. M. Campbell

*has definitely
states 1942 crop only*

See clause #3

ROR

~~I enclose the original document~~

*Mr Toews was in the office recently. He did not
mention anything re this. He is applying for renewal
lease through the S.S. of Canada*
ROR

C O P Y

JAMES M. CAMPBELL

Mr. Richardson

Mission City, B.C.
Oct. 23/42.

The Custodian,
Japanese Evacuation Section,
Royal Bank Bldg.,
VANCOUVER, B.C.

Your File 4602
Mine 787

Re: Masanobu INABA
and Henry TOEWS

Dear Sir:

This is an old matter which has just come to the surface of the pile which I am trying to clean up. When Inaba and Toews made their deal for a lease on Mar. 30th last they presented the papers to me and asked me to clean up the title and then get the money for Inaba. I told them it would have to wait until the rush was over. That is why it is only now being brought to your attention.

I enclose the following documents:-

Deed of Land - Tadaichi SHIRAKAWA to Masanobu INABA dated October 21st, 1939, covering Lot 3 of the S $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of Sec. 29, Tp. 17, Map 553, Mepity of Mission.

Agreement for Sale dated April 25th, 1941, Masanobu INABA to Henry TOEWS of Mission \$550.00, payable as therein mentioned. The whole amount is still owing. I advised Toews not to pay until title could be put in shape.

Certificate of Encumbrance of about Lot 3 dated Oct. 21/42 showing land clear in name of Hon. Tadaichi SHIRAKAWA.

Toews is residing on land and wants it under his agreement. The copy enclosed is Inaba's copy. You will notice that the Deed from SHIRAKAWA to INABA has been completed in Japan by one Shigeji KADOTA who claims to be a Notary Public in Yokohama but the document has not been vided by a British Consul. It is now impossible to do anything about it and has been so since I came into the picture last March.

Now I suggest for your approval the following procedure. You file a Vesting Certificate under the Trading with the Enemy Act, Sec. 23. Then under Sec. 21 (2) you can deal with it. Advise me and I will collect from Toews the \$100.00 due in Nov. 1941 and the \$150.00 due in Nov. 1942 and remit same to you. I do not think he should pay interest this year as the land was also included in his Lease from Inaba in order to make sure that he could cultivate it etc. In other words in order to make sure.

Let me know when you have gone into this and I will attend to it.

Yours faithfully,

(Sgd.) J.M. CAMPBELL.

21st January, 1943.

Mr. Masanobu INABA,
Registration No. 13636,
c/o Mr. John Knock, Jr.,
R.R. #1,
Nobleford, Alta.

Dear Sir:

We wrote to you on 8th December asking for production of title documents or agreements proving that you are entitled to lands registered in the name of Tedaichi Shirakawa.

These lands are:-

1. Lots 15 and 16 of North half of South East quarter of Section 29 Township 17 Map 2849 Municipality of Mission in the District of New Westminster.
2. Lots 6 and 7 of Lot 113 Group 2 Map 3148 save and except Part 0.149 of an acre as shown on Sketch deposited No. 6605 of said Lot 7 Municipality of Matsqui in the District of New Westminster.
3. Lot 3 of South half of South East quarter of Section 29 Township 17 Map 553 Municipality of Mission in the District of New Westminster.

Property No. 3 appears to have been resold by you to Henry Toews. We do not at present raise any objection to this transaction or to Mr. Toews having the benefit of this land, as he is in possession of it. We must tell you though that the laws respecting land state that only registered interests can be regarded. The rights concerning the Toews parcel may perhaps be conceded as there is a deed in existence, but we have no evidence of deeds to the other two parcels. It appears necessary, therefore, that unless you can produce some evidence of your right to these lands they must be administered for the interest of Tedaichi Shirakawa.

If you wish to claim benefit over these lands it will be necessary for you to set up your claim and to

prove it with documents as far as may be possible. You surely must have letters from Shirakawa, or agreements of some sort. Please send them to us. If they are in Japanese we can get translations made if you cannot do this.

Your early reply is desired.

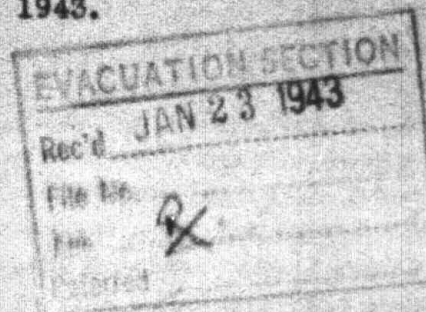
Yours truly,

P. H. Russell,
Administration Department.

PHR:GF

File No. 713

January 22nd, 1943.



MEMORANDUM

TO: Mr. R.D. Richardson
FROM: Mr. K.W. Wright

Re: Tadaichi SHIRAKAWA (In Japan)
Masanobu INABA and Henry TOEWS ✓

Confirming the writer's interview with you, we wish to call your attention to the Certificate of Encumbrance, relative to -

Lot 3 of the South Half of the South-East Quarter,
Section 29, Township 17, Map 553, Municipality of
Mission, District of New Westminster.

The registered owner is Tadaichi SHIRAKAWA, a resident of Japan.

It is noted that Masanobu INABA purchased this property on October 21st, 1939, from Tadaichi SHIRAKAWA, and the deed was executed but not registered. It is also noted that Masanobu INABA has sold the property to Henry TOEWS. *agreement*

Masanobu INABA should furnish evidence of full payment for the property.

We understand from our recent conversation that INABA purchased other lands from SHIRAKAWA but that he has not paid for these in full.

Would you kindly let us have all possible information, respecting the amounts due and the details as to the properties, in order that our records may be complete.

KWW:HW.

thfully *[Signature]*

Internee File 713
Evacuee File No. 4602.

February 15th, 1943.

MEMORANDUM

TO: Mr. K.W. Wright

FROM: Mr. Peers

Re: T. SHIRAKAWA and
Masanobu INABA (Evacuee)

Re. Lot 3 of the S. 1/4, of the E. 1/4, Section 29, Township 17, Map
553, Mission

Unregistered deed of land - Shirakawa to Inaba on our File 713, dated October 21st, 1939 at Yokohama, Japan, and witnessed by Shigaji KADOTA, "A Notary Public of Yokohama, Nippon". Affidavit of witness incomplete and incorrectly signed by Shirakawa. Affidavit of Notary incomplete as to date.

Registration of this document has evidently been refused by the Land Registry Office, as it should have been made before and certified by British Consular Officials in Japan.

There is no evidence other than the deed that payment has been made of sale price of \$500.00 to Shirakawa. It is possible Shirakawa was to receive payment from proceeds of re-sale.

Unregistered Agreement of Sale Inaba to Henry Toews, dated April 25th, 1941, for \$550.00 on our file 713. Payments as follows, \$100.00 Nov. 1/41, \$150.00 Nov. 1st each year thereafter until said is paid in full with interest. No payments have been made by Toews under this agreement on advice of J.M. Campbell, Solicitor, on account of defective title. Toews is occupying the property.

J.M. Campbell suggests we clear title under authority of powers given the Custodian. Should we agree, subject to Campbell producing proof that \$500.00 purchase price was paid by Inaba to Shirakawa? Evidence of the remittance of funds might be secured through Inaba's bankers.

Re. Lots 15 & 16 of N. 1/4 of S. E. 1/4, Section 29, Township 17, Map
2849, Mission and Lots 6 & 7, Lot 118, Group 2, Map 3148, except
part 0.149 acres of Lot 7, Matsqui

These two properties are registered in the name of Shirakawa, but are claimed by Inaba in his declaration. Inaba states documents re title to these properties are lodged in a safety deposit box

MEMORANDUM

March 1, 1943.

File No. 4602

To: Mr. R. P. Alexander

From: P. H. Russell

Re: Masanobu INABA

The evidence on this file is incomplete, but some references are made to documents not on file. Assuming that these documents are as represented, I think that the position would be somewhat thus:

Properties 1 and 2 (as listed on J. P. Form) and being Lots 15 and 16, Subdivision of N $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of Section 29, Tp. 17, Map 2849, Mission and Lots 6 and 7 of Lot 118, Group 2, and portion of Lot 43, Group 2, and portion of Lot 43, Group 2, Map 3148, Matsqui) are covered by two Agreements of Sale from Todachi SHIRAKAWA, who is the registered owner of the land, to Masanobu INABA, both dated October 1, 1938.

There are monies accrued and to accrue to Shirakawa under these Agreements. As Shirakawa is in Japan, these monies will be an enemy interest charged against the land.

As the Land Registry Act provides that no interest, legal or equitable, shall exist unless the evidence of it is registered, it would be expedient to register these Agreements in order that Inaba's interest may be evidenced and protected. While Custodianship exists, no adverse interest could interfere; nevertheless it may be thought that the record should be put in order.

Property 3 (being Lot 3 of the S $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of Section 29, Tp. 17, Map 553) also was agreed to be sold by Shirakawa to Inaba by Agreement dated October 1, 1938 for the sum of \$500.00. No Deeds or copies are found on file, but Campbell's letter of October 23, 1942 indicates that a Deed for this land was issued on October 29, 1939. This Deed apparently will not be accepted, as the attesting Notary's signature was not certified by a British Consul. The fact that the Deed exists acknowledging that payment in full was made, while not technically sufficient to pass title to the land, is evidence to prove that Inaba has paid for the land and is entitled to obtain title. There is no enemy interest subsisting in this property, except possibly the duty on the Enemy Section to confer title to the

S. S. B. could be queried as to the terms of any application made to them and if Toswa sought a lease on Parcel 3, this would further prove that he regarded himself as having no right to it as owner of any interest.

One further point may be noted: The Agreement to Inaba covering property No. 1 is made and signed by Shirakawa, though the land is registered in the name of Shirakawa. Probably this was, with as cheerful disregard of spelling as the Notary who prepared the Agreement, signed it as drafted. A Statutory Declaration from Inaba that Shirakawa and Shirakawa are the same person would clear our records here.

The whole situation therefore boils down to this:

1. Toswa is out.
2. Enemy interests exist on Properties 1 and 2, and revenues should be treated as agreed between the Enemy and Evacuee Sections.
3. No beneficial Enemy interest exists on Property 3, but an adverse Enemy interest (duty) may exist. Revenue should be for Inaba's benefit.
4. Any Lease covering all three properties should segregate the consideration into portions referable to Parcels 1 and 2 on the one part, and Parcel 3 on the other.

PHH:NDE

File No. 4602
Enemy File No. 713

11th March, 1943.

MEMO - MR. WRIGHT

Re: Tadaichi SHIRAKAWA and
Lot 3 of the South $\frac{1}{2}$ of the South-
east $\frac{1}{4}$ of Section 29, Township 17,
Map 553, District of New Westminster

In reviewing both files in connection with the property described above we find that agreement dated October 1st, 1938 between Tadaichi Shirakawa and Masanobu Inaba, duly signed by both parties and duly witnessed, is on our File No. 4602. The agreement covers Lot 3 mentioned above, which Shirakawa agrees to sell to Inaba for the sum of \$500.00.

On Enemy File No. 713 is original deed dated October 21st, 1939, in Yokohama, from Shirakawa to Inaba, covering the same property, acknowledging receipt in full of relative \$500.00 and conveying to Mr. Inaba the land in question. Said deed was signed by Mr. Shirakawa and we have compared his signature with signature on the agreement first mentioned above and find that they agree.

Conveyance from Shirakawa to Inaba was not registered purely because of failure of Shirakawa to comply technically with the requirements of the land registry office in New Westminster, which include stipulation that indentures of this nature signed abroad should be vize'd by the local British Consul. The fact that the deed exists acknowledging that payment in full was made, while not technically sufficient to pass title to the land, is evidence that Inaba has paid for the land and is entitled to obtain title. There is no enemy interest subsisting in this property except possibly the duty of the Enemy Section to confer title on behalf of Shirakawa.

On Enemy File No. 713 is agreement dated April 25th, 1941 between Inaba and Henry Toews covering the same land, under which Inaba agreed to sell and Toews agreed to purchase this land for the sum of \$550.00. Mr. Toews has paid nothing to date under advice given to him by lawyer James M. Campbell.

In conclusion I am of the opinion that Vesting Certificate on Lot 3 should be lifted forthwith and that title to the property should be conveyed by the Enemy Department direct from Shirakawa to Inaba and thence by the Evacuee Section from Inaba to Toews, in exchange for the Evacuee Section obtaining from Toews the sum of \$550.00.

When this transaction has been completed and we have funds standing to the credit of Inaba we can then take up with you the matter of Inaba's obligations in favour of Shirakawa under other agreements on file.

RPA:LF

File #713 (Internee)
#4602 (Evacuee)

April 2nd, 1943.

MEMORANDUM

TO: MR. F. G. SHEARS

FROM: MR. K. W. WRIGHT

Re: Tadaichi SHIRAKAWA (in Japan) and
Masanoha INABA.

Last November Mr. Campbell wrote us in regard to a transfer of property in Mission supposedly transferred by Tadaichi Shirakawa to Masanoha Inaba. A conveyance signed by Shirakawa was submitted, and we were advised that the Registrar had refused to register the document due to improper execution. Campbell requested us to transfer the property to Inaba in order that he might carry out an Agreement for Sale made with Toews. We have not complied, for the reason that no evidence of payment beyond the recital in the Deed was produced.

In order to have further information, we wrote to Mr. Ure and he made enquiries and called at the office a short time ago and reported that Shirakawa was the registered owner of two other parcels and that he was causing an investigation to be made as to the value and what had been done with them.

On January 25th, Mr. Richardson sent me a memo with the descriptions of all three parcels and I asked Mr. Ian Macpherson to search the titles and on our file 713 you will find Certificates of Emancipation showing all three in Shirakawa's name.

On March 16th we wrote to Inaba asking for information as to the Agreements which he held and requested him to verify any and all payments made to Shirakawa. A few days ago, Mr. McKay brought me your memo of March 18th with letter from Pacific Co-Operative Union addressed to you under date of March 16th, and also left a letter from James H. Campbell dated February 11th with Agreement for Sale on Growing Crops dated February 1st, 1942. The Agreement covers the 1942 crops on all three parcels and appoints the P.C.U. to deal with all crops for future years during absence of Inaba. The purchaser is given access to the crops and allowed to occupy the house on the property from date of evacuation in 1942. There is also a memo on P.C.U. letterhead dated March 30th, 1942, signed by Inaba.

In passing, it is deemed advisable to call your attention to a letter of April 7th, 1942, from T. A. Dohn offering on behalf of a client the yearly rental of \$1500.00 for the three parcels, but I have not been able to find a written acknowledgment. The letter has a bearing on the rental that might be obtained.

I also wish to direct your attention to a letter of September 14th, 1942, from Campbell, with a pencil notation by Mr. Richardson that Toews was in the office applying for renewal of lease through Soldier Settlement Board of Canada and did not mention anything about renting the farm for the duration for \$1700.00.

Now please look to the letter of February 11th, 1943, from Campbell, accepting responsibility for a technical error. In paragraph three, Campbell says: "I particularly remember a conversation with Inaba at the time he and Toews made out the Agreement for Sale of Lot 3, South Half of South East Quarter, Section 29, Township 17, Map 553 (about which I am in correspondence with your Mr. Wright) at which time Inaba said 'Toews had his farms until he returned' and as Toews wanted to buy this particular lot, he wanted to sell it to him. Inaba knew that Toews is a good fruit farmer and that his land would be well looked after."

That Agreement for Sale was drawn on the 25th day of April, 1941, eight months prior to the Declaration of War, when there was no thought in anyone's mind of evacuation or that any such arrangement would be necessary.

This whole situation does not add up, no matter which way you look at it. I would also point out that the Agreement for Sale of the Growing Crops dated 30th March, 1942 includes an acreage which was supposedly sold to the purchaser of the crop eleven months earlier.

Now let us deal with Mr. Shimok's letter. He says he told Inaba that \$1700.00 was too much to charge for one season and Inaba replied that it was not, for the reason that Toews would not pay more until he returned. Mr. Shimok suggested that the only consideration should be the payment of taxes and the upkeep of the land. The taxes are not mentioned in any of Campbell's letters. The taxes on the various parcels are as follows:

Lots 15 & 16.....	\$37.05
Lots 6 & 7.....	57.00
Dyking.....	21.73
Lot 3.....	30.00

Total.....145.78

To date no statement has been made by Toews regarding his understanding of the arrangements with Inaba, but as suggested in an earlier paragraph, he called at the office and informed Mr. Richardson that an application was before the Soldier Settlement Board for a lease for 1943. Inaba has not been requested to give his version of the affair although we did write him to produce evidence of payments to the enemy in Japan.

Would it not be well to find the value of the 1942 crop harvested by Toews? Mr. Ure should be in a position to obtain this information for us.

We are attaching hereto per File #4602.

KW/V

K. W. WRIGHT

713 & Evac. 4602

912 Royal Bank Bldg.,
Vancouver, B. C.,
May 5, 1943.

Mr. M. L. Brown,
B. C. Security Commission,
355 Burrard Street,
Vancouver, B. C.

Dear Sir:

Re: Lots 15 & 16, SE $\frac{1}{4}$, Section 29, Twp. 17, Map
2849.

Lots 6 & 7 of Subdiv. of Lot 118, Group 2, and
a portion of Lot 43W of the Canadian Pacific
Railway Right of way, Group 2, 21.73 acres,
more or less, according to Map 3148.

Lot 3, NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 29, Twp. 17, Map 553

In reply to your letter of April 28th, enclosing a copy of a letter from your Lethbridge Supervisor, we beg to report as follows:-

On February 22nd last, we wrote to the Canadian Bank of Commerce, Mission City, asking them to deliver to us the contents of any safety deposit box or any documents held for safe keeping in the name of Tadaichi Shirakawa. They replied on February 23rd that they had no documents held for Shirakawa, but were holding for safe keeping, under the name of Masanobu Inaba, three Certificates of Title in the name of Shirakawa. They also stated that they were writing to Inaba, asking his permission to deliver these Certificates of Title to the Custodian.

Before his departure for Japan, Shirakawa sold these three properties to Inaba under Agreement for Sale, which Inaba neglected to register. Inaba has surrendered these Agreements for Sale to us to establish his claim to the properties. It is not at present possible to register these documents, as taxes are in arrears. Properties have been vested in the Custodian, and no transfer of the properties can be registered without the consent

- 2 -

of the Custodian.

Under the circumstances, we see no reason for Inaba to wish to retain the Certificates of Title, as the Agreements for Sale cannot be registered without them.

We wrote Inaba on March 16th and again on April 16th asking him to state what payments has been made to Shirakawa in regard to the purchase of these properties, and what evidence he had to substantiate the amount paid, but to date, we have not been favoured with a reply. We would ask your assistance in obtaining this information so that we may establish Inaba's interest in the properties.

The 1942 crops were sold by Inaba for \$1700.00 and he received payment prior to his evacuation. The purchaser of the crops has made a claim for misrepresentation amounting to \$205.80, and it is also claimed that the purchase price included rental of the property for the duration of the war. This has not been conceded by the Custodian, and the matter is still under investigation.

Inaba has a credit balance at this time of \$669.54 with the Custodian, being funds derived from the sale of his truck.

Hoping that the above is the information required, we remain,

Yours truly,

K. W. WRIGHT
Counsel to the Custodian.

GHP/ms

P. O. BOX 164

PHONES: House 11202, Office 43

F. S. TAYLOR
REAL ESTATE INSURANCE NOTARY PUBLIC

INSURANCE
FIRE
AUTOMOBILE
BURGLARY
ACCIDENT
HEALTH
MARINE
AUTO ACCIDENT
LIABILITY
PLATE GLASS
WIND STORM
EARTHQUAKE

EVACUATION SECTION
Rec'd JUL 6 1943
File No. 4602
Cramer
out to Section

MISSION CITY, B. C.

July 5th. 1943.

D.A. Cramer, Esq.,
Dept. of the Secretary of State
Office of the Custodian
Japanese Evacuation Section,
Vancouver, B.C.

Dear Sir,

Re: Tadaichi Shirakawa - Masanobu Inaba.

In reply to your letter of June 29th. Ref: File No. Int. 713/4602. regarding Agreements for Sale between the above mentioned Japanese of two properties in the Municipality of Matsqui and one in Mission, said Agreements being put through this Office on October 1st., 1938. I wish to advise that as far as I can remember Mr. Shirakawa asked me to make out these Agreements which were signed by both parties but my records do not show that any of the agreements were registered; if they were it was not through this Office, unless it was at a later date. To the best of my recollection it was not long after the above mentioned date (October 1st.) that Shirakawa went back to Japan and it was his intention to return but I presume the war intervened. As far as I know Inaba is a relation by marriage and I think these agreements were made so that the latter could operate the farms owned by Shirakawa during his absence. The purchase price of the properties was not mentioned and if any payments were made they were not put through this Office.

If there is any further information required I will do my best to obtain it for you.

Yours very truly,

F. S. Taylor

Go John Knack Jr.
Hobbsford, Alta.
Registration No. 13636
Title No. 4602

ON SECTION
REC'D AUG 19 1943
File No.
Ans. To Reg.
Referred Anderson

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

Dear Sir:-

I am writing to ask you about my property. Our
many households and farmer tools machine etc. By
now you have checked everything I'm sure. Well you please
send me the copy of what you have checked. Some
family's have already received it and so I was waiting for
mine but do not hear from you or anything. I just
thought I'll drop you a few lines.

And about the Title of Mr. T. Shirakawa's.
The Bank of Commerce in Mission City should have
forwarded the Title to you. Well you please
give me the receipt for this too.

Please let me know.

Thanking you.

cc'd duplicate title 64036E }
77777E } Tadao Shirakawa
128256 }

Yours truly
M. Itoaka.

06/289-0

BC/289-P

U.S. Form No. 43

(Sheet 1)

Farm Appraisal Report

File No. 28/16.

Land Description Lots 15-16- of N $\frac{1}{2}$ of S.E. $\frac{1}{4}$ 29-17

Containing 9.48 Acres

Owner's Name T. Shikawa (M. Inaba) Post Office Address Mission

Nearest Rail Point Mission Distance 2 Miles.

Market Town Mission Distance 2 Miles

Church (give denomination) Various at Mission. Distance 2 Miles.

Nearest School Mission (Consolidated) Distance 2 Miles

State how property was identified: Map location and enquiry.

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

Two good roads pass on the north and east sides.
Cherry street north and cedar valley on the east.

Is this district a good one? not especially

Employment opportunity seasonal only.

Predominating Nationality and religion: Various, Japanese have predominated.

Describe Fencing and its condition: Poor fences on three sides. Value \$

Water supply: well and electric pump. Mission Village light Value \$
at \$1.75 per month

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 32	frame	11.5	shing.	old	concrete	fair	1200.00
	add 16 x 24	frame		shing.	old	blocks	fair	165.00
	shed 24 x 48	frame	9	shing.	old	none	poor	150.00
	shed 24 x 42	frame	9	shing.	old	none	poor	
BARN								
BARN								
Garage	18 x 24	frame						
		one ply in						
		and some nondescript						
GRANARY								

Total present day value \$ 1515.00

\$ 900.00

Total Value Buildings add to farm

Is dwelling habitable without repairs? yes If not what is your approximate estimate of cost to make it habitable? \$

Describe the basement and chimneys: Brick chimney on bracket cement foundation under the main part of the house.

No. rooms downstairs? 4 Upstairs? 2 How finished plaster on two rooms down? joint

Are buildings painted? not now Condition of paint at one time they were but it has lost its effect and looks very weather-beaten

Distance from nearest bush no bush near

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

Cultivated Land

BC/289-P

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
9.50	level	6 inches loam	8 inches granular loam	3 1/2 ac strawberries 2 ac strawberries 1 ac garden 1 1/2 ac asparagus 1 ac grass 1 building site	\$55.00	522.50

Area which can be cultivated without cost other than for breaking.

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	VALUE PER ACRE

Area which can be cultivated after a reasonable amount of clearing timber,
stones, drainage, etc.

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE

Area Unavailable 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 \$ 522.50

Total added by buildings to value of farm \$ 900.00

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

Total value of farm \$ 1422.50

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Has been continuously occupied, and is tenanted at present
land is dirty, and the crop is not any too healthy looking

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

Noxious weeds:
plenty of couch grass and Canada thistle.

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

Mission Municipality, Mission Taxes 12.27

Date: May 22 nd 1942
Place: Abbotsford B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 9 day of May 1942 19

Inspector's Signature

G. J. McKay

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

Farm Appraisal Report

22-101 - S. SHELAKARA
(H. S. S. S.)

There are two acres of land, all under cultivation. The land has been very well handled. The corn crop has a good start, especially in some of the raspberry areas, and in a number of places it is going to be difficult to clean up. The strawberry ground has a crop of poor looking fruit.

The buildings are just fair to poor. The house is the type that could be made quite attractive with some paint and the porch it needs cleaning up. It is a good usually built affair, with a good cut-out basement under the main part of the house. There is no room under that part over which the kitchen stands and the foundation there is just blocks. The building is of a good size, and can accommodate a good size family. It has electric light, and a well with an electric pump. There are no plumbing facilities. The out buildings are old, two sheds used for feeding stock with sleeping quarters above and a garage are the main structures with some small old sheds of no value.

The present tenant, a Mennonite, has this and another parcel of twenty acres at Hagen. He rented this year for fifteen hundred dollars. He anticipated difficulty in being able to make any money on the deal.

The location of the place is good, but generally speaking the district right in here is not regarded as good. A lot of farmed out ground is nearby.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

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

Present Value

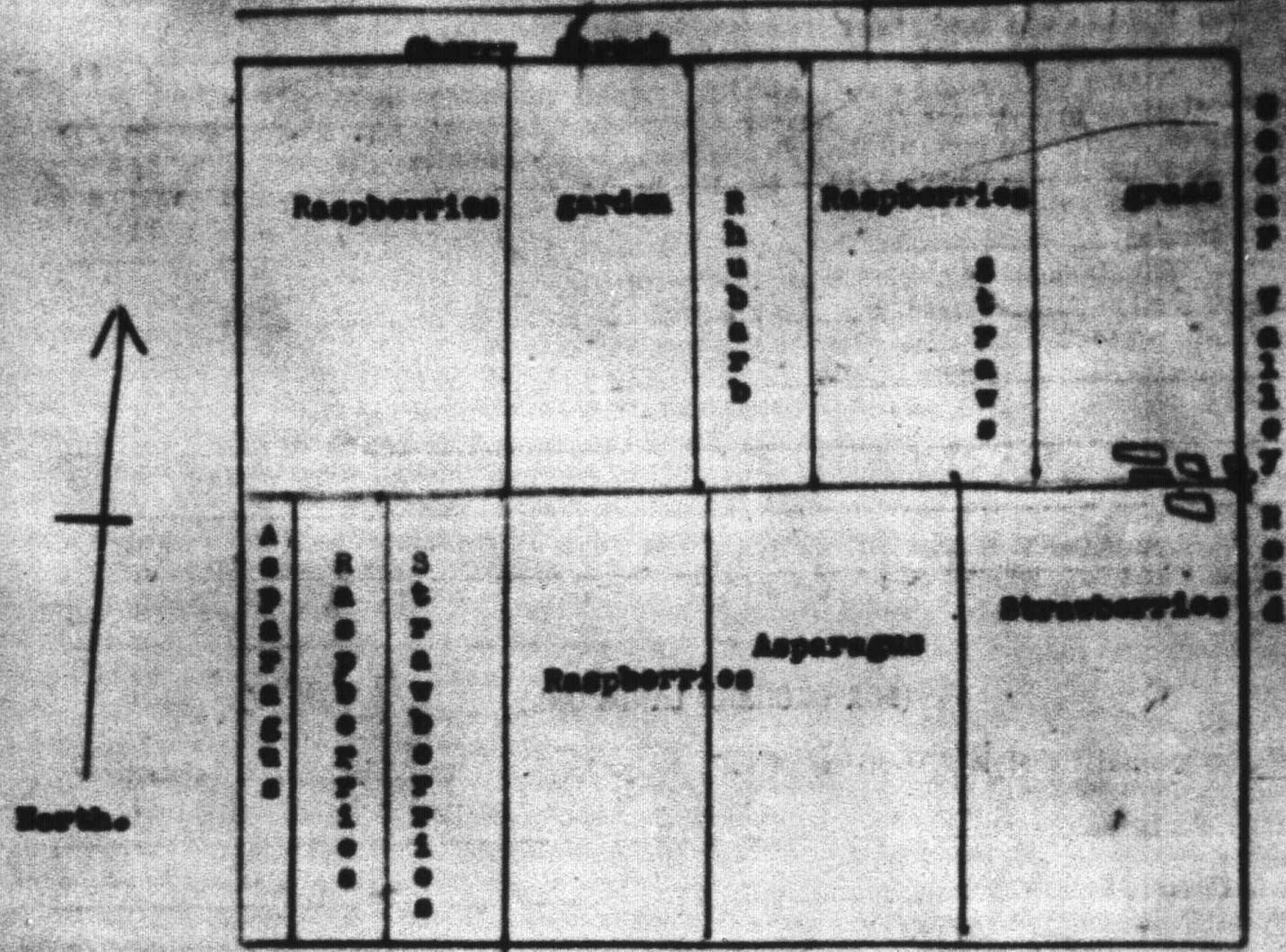
Total \$

Amount fruit trees add to value of farm \$

Diagram of Property

Page 22/23

To Shikawa. (Rashu) Lots 22-23
of No. of S.H. 22-23.



2 Chains to the inch.

Following careful review of this appraisal report, it is my opinion that the present
value is \$ 1400.00

Date 23rd May 1942.

"I.T. BARNET"

District Superintendent.

File 4602

IN THE MATTER OF LOT 5 OF THE
SOUTH HALF OF SOUTH EAST QUARTER
OF SECTION 29 TOWNSHIP 17 MAP 553
MUNICIPALITY OF MISSION -
TADAICHI SHIRAKAWA and MASANOBU
INABA AND HENRY TOWNE

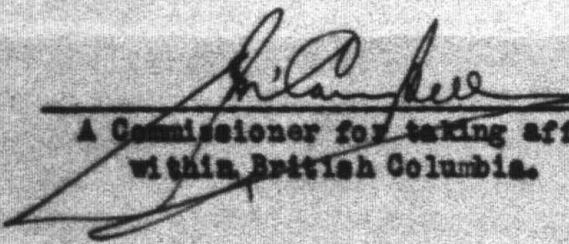
A F F I D A V I T

I, JOHN B. SHIMSK of Mission City in the Province of British Columbia,
General Manager of Pacific Co-operative Union Make Oath and Say:-

1. That I have been, at all material times, either Manager or General Manager of Pacific Co-operative Union and as such have a knowledge of the matters herein deposed to.
2. That while they resided in the District of Mission both Tadaichi SHIRAKAWA and Masanobu INABA were members of Pacific Co-operative Union and transacted most of their business either in or through the office of the said Co-operative Union.
3. That I recall the time when SHIRAKAWA sold his lands to INABA including the aforesaid Lot 5 of the South half of the South East quarter of Section 29 Township 17 Map 553, Municipality of Mission but I am not acquainted with the amounts agreed to be paid therefor.
4. That to the best of my recollection and belief, in the Fall of the year 1939 in the office of Pacific Co-operative Union the aforesaid INABA paid to the said SHIRAKAWA certain monies on account of the purchase price of lands which had been sold by SHIRAKAWA to INABA. I am certain that money was paid but I could not definitely set the exact year.
5. That the following Fall Mrs. Tadaichi SHIRAKAWA came to the office of Pacific Co-operative Union and there received from the said INABA further moneys on account of the aforesaid purchase price.
6. That again in the Fall after that, which to the best of my recollection would be the Fall of the year 1941, an adult son of Tadaichi SHIRAKAWA, received further money from INABA on account of the said purchase moneys.
7. That I cannot recall the exact amount or amounts paid by INABA to the SHIRAKAWAS on account of the said purchase price of lands as aforesaid but the amount would be considerable and would total, in my belief, well over \$1000.00.

Sworn before me at Mission City)
in the Province of British)
Columbia this 17th. day of)
November A.D. 1943.)




A Commissioner for taking affidavits
within British Columbia.

STATUTORY DECLARATION

I, HENRY TOWNS of Mission City in the Province of British Columbia, Farmer,
Do Solemnly Declare:-

1. That on March 30th. A.D. 1942 I entered into an agreement with one
MASANOBU INABA to lease certain lands, namely:-

A. In the Municipality of Mission and Province of British Columbia more
particularly described as:-

Lots 15 and 16 of the North half of the
South East quarter of Section Twenty-nine (29) in Township Seventeen
(17) Map 2849

B. Lot 3 of the South half of the South East quarter of Section 29
Township 17 Map 558

AND

C. In the Municipality of Matsqui and Province of British Columbia:-
Lots 6 and 7 of a sub-division of Lot 118 Group 2 and a portion of
Lot 43 West of the S.P.R. R/W Group 2 containing 21.73 acres more
or less, Map 3148
all of the aforesaid lands being in the District of New Westminster.

2. That for a few days prior to the said 30th. day of March A.D. 1942 and
on the said day INABA and I had been discussing the sale by him to me of all of
the aforesaid lands and he agreed to sell same to me and I agreed to purchase
same.

3. When we came to the office of James M. Campbell in Mission City, B.C.
it was discovered that one SHIRAKAWA had some kind of interest in the said
lands and as SHIRAKAWA was then living in Japan Mr. Campbell advised us to
leave the matter open to be completed at a later date. An agreement for sale
was completed as to Parcel "B" above however as INABA had a deed from SHIRAKAWA
to the said lands which appeared to be valid except that it lacked the vise of
a British Consul in Japan as to the signature of the Notary Public appearing
on the said Deed.

4. That it was then agreed between INABA and myself that I should be
able to purchase the aforesaid parcels "A" and "C" on a valuation to be placed
thereon later and I agreed to look after the said lands until his return or
their sale to me.

5. That pursuant to my agreement with INABA I have kept the taxes paid up
on all of the aforesaid described lands and also paid taxes for the year 1941
which were overdue.

6. That relying on my agreement with INABA I have looked after the said

lands in the same manner as if I were the registered owner and have properly cultivated the crops on same and the said lands are now in first class shape.

7. That unless I am allowed to purchase the said lands pursuant to my agreement with INABA I shall suffer considerable damage as I have improved the said lands and the premises thereon relying on the aforesaid agreement with INABA.

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 21st.)
day of December A. D. 1943.)

H. T. [Signature]

[Signature]
A Commissioner for taking affidavits
within British Columbia.

ENEMY SECTION

Rec'd DEC 9 1943

File No.

Ans'd

Refer'd

Hal Menzies,
Haney, B. C.
December 8, 1943

Mr. K. W. Wright,
Council to the Custodian,
Office of the Custodian,
912 Royal Bank Bldg.,
Vancouver, B. C.

EX-1077 NO. 468-8
DATE 24 MAR 1948
FILED BY J. W. G. Hunter

Dear Sir:

Re: File #713

In response to your letter of December 6th asking for the valuation on the following described properties, I beg to report as follows:

1. Lots 6 and 7 of Lot 118, Group 2, Map 3148, except 0.149 of an acre, Sketch #6505, Matsqui.

This property consists of 21 acres of silty clay loam all cleared and cultivated and containing:
3 1/2 acres asparagus,
4 1/2 acres raspberries, posted and wired, *Amended in L.A. 27/11/43 to Hope market of berries*
7 1/2 acres strawberries, poor condition
2 1/2 acres rhubarb
2 acres ploughed ready for crop, all in a fair state of cultivation
1/2 acre of waste wet land.

Price of Land \$4000.00.

Buildings:

2 packing sheds	Value \$50.00
1 small cabin 22' by 16'	100.00
Rough cabin 36' by 12'	50.00

All buildings in poor condition

This property is on the main Highway 1/2 mile from Mission. *on South Fork of Fraser River*

Total appraised value \$4200.00

2. Lots 15 and 16, North 1/2 of S.E. 1/4, Section 29, Township 17, Map 2849, Mission Municipality.

10 acres chocolate loam, good quality, all cleared and cultivated containing:
3.50 acres raspberries
1/2 acre rhubarb
1 acre asparagus
2 acres strawberries
2 acres fall ploughing
1 acre containing buildings and about 45 fruit trees.

Considerable couch grass and weeds especially in the raspberries. Value of land \$2000.00

Buildings:

6-roomed house partly plastered, part shiplap and paper, foundation 1/2 cement wall with basement with 1/2 cement footings only. Value \$1000.00. = 1000.00
Garage 16' by 20' 35.00

2 rhubarb forcing buildings 22' by 36' poor condition 75.00

Small frame barn 24' by 24' 35.00

The house is old and the buildings are in very poor condition.

Property lies well, on a paved road 1 1/2 miles from Mission.

Total appraised value \$3145.00

HM:SP

Yours truly,

Hal Menzies

Files 7713 & 4602

MEMORANDUM

December 10th, 1943.

TO: MR. F. G. SHEARS

Re: Tadaichi SHIRAKAWA (in Japan)

FROM: MR. K. W. WRIGHT

Titles to the following properties are registered in the name of Tadaichi SHIRAKAWA, a resident of Japan:

Parcel #1: Lot 6 & 7 of Lot 118, Group 2, Map 3148, save and except part 0.149 of an acre shown in Sketch No. 6605, Lot 7, Municipality of Matsqui, in the District of New Westminster.

Parcel #2: Lot 15 and 16 of the North Half of the South East Quarter of Section 29, Township 17, Map 2849, Municipality of Mission, in the District of New Westminster.

Both properties are subject to an Agreement for Sale dated October 1st, 1938, in favor of Masanobu INABA, an evacuee, with payments plus interest to fall due as follows:

Nov. 1/38	Nov. 1/39	Nov. 1/40	Nov. 1/41	Nov. 1/42	Nov. 1/43	Sale Price
1. \$300.00	\$940.00	\$940.00	\$940.00	\$940.00	\$940.00	\$5000.00
2. \$150.00	\$670.00	\$670.00	\$670.00	\$670.00	\$670.00	\$3500.00
\$450.00	1610.00	1610.00	1610.00	1610.00	1610.00	\$8500.00

The principal amount of \$8500.00 has been reduced by the sum of \$1500.00, leaving a balance of \$7000.00 payable by INABA to SHIRAKAWA. Both properties are included in the sale to the Director Veterans Land Act and their valuations, together with those of Mr. William Ure and Mr. Hal Mensies, are listed below as follows:

	Mr. Ure's valuation	Mr. Hal Mensies' valuation	Director Veterans Land Act Valuation.
Parcel #1	\$4,346.00	4700 \$4,200.00	\$1,793.00
Parcel #2	\$2,125.00	7395 \$3,125.00	\$1,396.00
Total	\$6,471.00	\$7,345.00	\$3,189.00

We wrote Mr. I. T. Barnett of the Soldier Settlement Board on the 6th instant, directing his attention to the fact that this property is subject to an Agreement for Sale and the evacuee has only the equity of the purchaser under the Agreement. Due to the substantial difference between their valuation and the amount owing under the Agreement for Sale, we requested that they consider revision of their offer.

Attached hereto please find copy of valuation received from Mr. Hal Mensies of Naney, B. C. We would appreciate receiving your comments herein.

KWW/W
Attach.

K. W. WRIGHT

**Sun Life Insurance
Company's Agencies**

Office Phone 105

The Oldest Established Agency in the District

Residence Phone 6244

Hal Menzies

REAL ESTATE *and* INSURANCE

.. HANEY, B.C. ..

Notary Public

Conveyances

Loans and Approvals

ENEMY SECTION
Rec'd DEC 27 1943
File No. 713
Ans'd
DEC 24, 1943
Refer'd

Mr. K. W. Wright,
Council of the Custodian,
Office of the Custodian,
912 Royal Bank Bldg.,
Vancouver, B. C.

EXHIBIT NO. 468-9
DATE 24 mar 1948
FILED BY J. M. G. Hunter

Dear Sir:

Re: Valuation of Todaichi Schirakawa Properties.

Re: Valuation of Todaichi Schirakawa Properties.
 Vol. 6-7 of Vol. 118, Group 2, Map 3148, Lot 2208 Matsuyama

In reply to your letter of December 15th, in which you refer to the report of damage caused by seepage to the above property, I had seepage in mind when I inspected this property, but as the permanent crops showed no affect therefrom I concluded that damage from seepage was not serious. Since receiving your letter I have however, gone over the district and checked with the individuals and offices familiar with the seepage conditions in this area, and I am advised that although there has not been serious damage from this source since the present permanent crops were established, that some years the permanent crops are completely destroyed on 5 or 6 acres of this land. In view of the possibility of this damage I would like to amend my valuation of this property in the amount of \$750.00. *Am - \$750.00*

I would also like to call your attention to an error in description where I reported first of 4½ acres of raspberries, posted and wired, and should read 4½ acres of hops, posted and wired. There is no raspberries on this property.

Thanking you for your letter, and trusting the foregoing will be satisfactory, I remain

HM:SP

Yours truly,

Hal Menzies

713
4602 (Evac)
Legal Department

509 Royal Bank Building,
Vancouver, B. C.
January 23th, 1944

Mr. Masanobu Inaba,
Registration No. 13636,
c/o John Knock Jr.,
Hobbsford, Alberta

Re: Lot 3 of the South Half of the South
East Quarter, Section 29, Township 17,
Map 553

Dear Sir:

This is to advise you that subject to receiving the purchase price of \$580.00, it is our intention to complete the sale of the above noted property, arranged between you and Mr. Toews. When this transaction is complete, the net sale price will be credited to your account with the Custodian.

Re: Lot 6 and 7 of Lot 118, Group 2, Map 3148,
save and except part 0.149 of an acre, shown
on sketch No. 6605, Lot 7, Municipality of
Matsqui, and
Lots 15 and 16, of the North Half of the South
East Quarter, Section 29, Township 17, Map 2849,
Municipality of Mission

In regard to these two properties, Mr. Toews declared to us that a few days prior to March 30th, 1942, you agreed to sell and he agreed to purchase these properties. Mr. Toews states that the transaction was not completed owing to the title of the property being in Mr. SHIRAKAWA's name. Mr. Toews now offers to purchase these two properties at a price of \$7,500.00, payable \$1,500.00 down and the balance payable \$2,000.00 per annum, with interest on the unpaid balance at five per cent. The first payment is to fall due on November 1st, 1944 and annually thereafter. The purchaser is to have the option of paying for the whole or any portion of the balance without notice or bonus.

Mr. Masanobu Inaba

-2-

January 28th, 1944

Will you kindly let us know if you consider Mr. Towns' statements to be correct, and we would also like to have your comments regarding the proposed sale of the two last mentioned properties.

Kindly let us have your reply to this letter by return mail.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GWP/JT

File 4607

Haney, B. C.
January 26, 1944

Re: Todaichi Shirakawa, Masanobu Inaba, and
Henry Toews, Mission, B. C.

Concerning the property described as:-

A. Lots 15 & 16 of N. $\frac{1}{2}$ of the S.E. $\frac{1}{4}$, Section 29,
Twp 17, Map 2849, Mission Municipality.

AND

B. Lots 6 & 7 of Lots 118 and 43, Group 2, Map 3148,
Municipality of Matsqui.

I have made a further investigation of the above properties
with special reference to Mr. H. Toews interest therein.

I understand that Inaba had arranged to purchase the above
properties from Shirakawa. The details of which have, I believe,
already been reported to your office.

Mr. Toews advises me that in March 1942 Inaba entered into
an arrangement with him whereby he would sell the above properties
to him as soon as authority could be obtained to confirm the sale.
As Shirakawa was then in Japan this was impossible at the time.
Toews therefore paid \$1500.00 to Inaba which was to be applied as
a payment on the purchase price when the sale could be consummated
and if Inaba was unable to deliver the property during the
duration of the war this amount was to be applied as rent. Inaba
stated that if and when he returned to the property he would be
willing to sell as he did not intend to stay in the district as
he wanted eventually to go to Singapore. Mr. Toews during last
season evidently operated the property with the understanding that
he would be permitted to complete the purchase as he set out the
following crops:

Planted 1943	First Commercial Crop.	Estimated Cost
7 $\frac{1}{2}$ acres strawberries	1944	\$750.00
2 acres Rhubarb	1944	200.00
2.60 acres Hops	1944	260.00
3/4 of an acre Asparagus (5000 plants)	1947	75.00
200 Black Currant plants	1944	40.00
$\frac{1}{2}$ acre Raspberries	1945	50.00
New Fencing		35.00
Spraying for 1944 Crop		20.00
158 bags of fertilizer put out last fall for the benefit of this years crop at an average cost of \$3.00 per bag.		
		474.00
		<u>1904.00</u>

As the first returns from these crops will not be realized until
next crop season and as the strawberries are now good for at least
3 years and the other crops for from 10 to 15 years it would appear
that Mr. Toews has a considerable investment in future crops of
these properties which he would lose if not permitted to purchase,
or if he had to purchase now in competition with other buyers.

Neil Munger

Fire, Theft, Automobile
Sickness and Accident
Plate Glass and Burglary
Insurance

Sun Life Insurance
Company's Agencies

Office Phone 105

The Oldest Established Agency in the District

Residence Phone 63M

Hal Menzies

REAL ESTATE and INSURANCE

.. HANEY, B.C. ..

Notary Public

Conveyances

Loans and Mortgages

ENEMY SERVICE

Rec'd JAN 29 1944

File No. 213

Ans'd

Refer'd

January 28, 1944

Mr. K.W. Wright,
Council to the Custodian,
912 Royal Bank Bldg.,
Vancouver, B. C.

Dear Sir:

Re: Todaichi Shirakawa, File #713.

I have at last been able to make a further survey of this property and am enclosing a further report thereon. *The person was laid up with the flu. I waited until he was able to see me.*

I have checked with the Pacific Co-operative Union, to whom Mr. Toews has been selling his crop, and from whom he has purchased fertilizer and they have showed me figures to confirm the purchase of fertilizer etc., and assured me that it was their understanding that the new crops had been set out as claimed by Mr. Toews and reported to them last year. They also assured me that Mr. Toews was a very skilled and reliable grower. I also checked the crops on the ground and found them as Mr. Toews has reported. Mr. J.M. Campbell, who negotiated the arrangements between Mr. Toews and Inaba, also confirmed Mr. Toews statement.

If there is other information that you would require that I have not included, please let me know and I will endeavour to obtain it.

HM:SP

Yours truly,

Hal Menzies

File Nos. 713
4502 (Final)

February 17th, 1944

HENRY TOMES

IN ACCOUNT WITH - The Custodian

STATEMENT OF ADJUSTMENTS
(as at December 31, 1941)

RE: Lot 3 of the South Half of the South
East Quarter, Section 29, Township 17,
Map 553, Municipality of Mississauga

	<u>DEBIT</u>	<u>CREDIT</u>
Purchase Price	550.00	
Taxes	\$	
Insurance	\$	
Interest - December 31st, 1941 to		
December 7th, 1943 at 7% per annum	76.99	
Registration Fees	5.10	
Balance		631.09
	<u>\$ 631.09</u>	<u>\$ 631.09</u>

CHP/JT

713 & 4602
Legal Department

509-10 Royal Bank Bldg.,
Vancouver, B. C.
February 23rd, 1944.

REGISTERED AIRMAIL

Mr. Masanobu Inaba,
Registration #13636,
c/o John Knock, Jr.,
Hobbsford, Alberta.

Dear Sir:

Re: Lot 3 of the South Half of the South
East Quarter, Section 29, Township 17,
Map 553.

We wrote you on January 25th, 1944, as follows:

"This is to advise you that subject to receiving the purchase price of \$550.00, it is our intention to complete the sale of the above noted property, arranged between you and Mr. Toews. When this transaction is complete, the net sale price will be credited to your account with the Custodian.

Re: Lot 6 and 7 of Lot 118, Group 2, Map 3148,
save and except part 0.149 of an acre, shown
on sketch No. 6605, Lot 7, Municipality of
Matsqui, and
Lots 15 and 16, of the North Half of the South
East quarter, Section 29, Township 17, Map
2849, Municipality of Mission.

In regard to these two properties, Mr. Toews declared to us that a few days prior to March 30th, 1942, you agreed to sell and he agreed to purchase these properties. Mr. Toews states that the transaction was not completed owing to the title of the property being in Mr. Shirikawa's name. Mr. Toews now offers to purchase these two properties at a price of \$7,500.00, payable \$1,500.00 down and the balance payable \$2,000.00 per annum, with interest on the unpaid balance at five percent. The first payment is to fall due on November 1st, 1944 and annually thereafter. The purchaser is to have the option of paying for the whole or any portion of the balance without notice or bonus.

Will you kindly let us know if you consider Mr. Toews' statements to be correct, and we would also like to have your comments regarding the proposed sale of the two last mentioned properties.

Kindly let us have a reply to this letter by return mail."

Please be good enough to let us hear from you immediately in this regard.

Yours truly,
R.W. WRIGHT

March 7th, 1944

MEMORANDUM

TO: MR. K. H. WRIGHT
FROM: MR. G. H. PERKS
RE: Tadaichi SHIRAKAWA (In Japan), and
Masanobu INABA (Evacuee) and
(1) Lots 15 and 16, North Half, South East $\frac{1}{4}$,
Section 29, Township 17, Map 2848,
(2) Lots 6 and 7, of Subdivision of Lot 118,
Group 2, and a portion of Lot 43 N. Map 3148

The above properties together with Lot 3 of the South Half of the South East Quarter of Section 29, Township 17, Mission, were purchased by INABA from SHIRAKAWA under an Agreement of Sale (un-registered) on October 1st, 1938. We presume that the down payments mentioned in the Agreement of Sale were paid, and conceding INABA's claims that he has paid \$2,000.00 plus \$600.00 interest, including the full purchase price of Lot 3, amounting to \$260.00, the balance owing to SHIRAKAWA is as follows:

(1) Lots 15 and 16	Purchase price \$ 3,500.00	
	Down payment <u>150.00</u>	\$ 3,350.00
(2) Lots 6 and 7	Purchase price 5,000.00	
	Down payment <u>300.00</u>	4,700.00
		\$ 8,050.00
Interest from Oct. 1st/38 to Oct. 31/39		<u>610.45</u>
		\$ 8,660.45
Payment claimed by INABA	\$ 2,000.00	
Interest	<u>600.00</u>	
	2,600.00	
Less Purchase Price Lot 3 500.00		
Less Down payment <u>50.00</u>	<u>450.00</u>	2,150.00
		\$ 6,510.45
Interest Nov. 1/39 to Oct. 31/40		<u>455.73</u>
		6,966.18
Interest Nov. 1/40 to Oct. 31/41		<u>487.62</u>
		7,453.80
Interest Nov. 1/41 to Oct. 31/42		<u>521.75</u>
		7,975.55
Interest Nov. 1/42 to Oct. 31/43		<u>558.25</u>
		<u>\$ 8,533.80</u>

It is to be noted in the above figures that INABA has been given every advantage. The payments claimed by him are shown as being paid on October 31st, 1939, the earliest probable date, although INABA states payments were made at two separate times.

Our file shows valuations of these two properties as follows:

	Mansion Valuation	Director. V.L.A.
(1)	4,345.00	1,793.00
(2)	<u>2,125.00</u>	<u>1,325.00</u>
	\$ 6,470.00 - less debt	\$ 3,118.00

4,200.00
750
3,450.00
3,145.00
6595.00

The file does not reveal that the Director, V.L.A., has collected any rent for 1943 from Toews and Mr. Anderson informs me that he understands that nothing has been done in this matter. If sale is made to Toews it might be made as at December 31st, 1942, with interest to date of payment. In this manner Toews would be responsible for 1943 Taxes and the question of rental for 1943 would be eliminated.

Toews offer to purchase is \$7,500.00 for both properties, \$1,500.00 down and \$2,000.00 annually, starting November 1st, 1944, with interest at 5%.

G. H. PEERS

GMP/JT

21st March, 1944.

MEMORANDUM.

Re: Tadaichi SHIRAKAWA (In Japan) and
Masamichi INABA.

The following is an extract from the Minutes of the Meeting of the Advisory Committee on Rural Properties held on the 8th March, 1944.

Mr. Menzies submitted a report on his investigations regarding the verbal arrangement existing between Mr. Inaba and Mr. Toews in connection with the purchase of Lots 15 & 16, N.E. 1/4, Section 29, Township 17, Map 2849 and lots 6 & 7 of Subdiv. of Lot 112, Group 2 as referred to in the Minutes of the previous meeting.

Mr. Menzies was of the opinion that an arrangement had been entered into and that Mr. Toews had operated and made improvements and planted crops on the basis of completing a purchase of this property. The Veterans' Land had offered \$3,189.00 for these parcels. Mr. Menzies' valuation was \$6,995.00 and Mr. Toews' offer was \$7,500.00. Mr. Menzies was of the opinion that completion of the sale to Mr. Toews was in order. It was pointed out by the Committee that Mr. Toews' offer to purchase of \$7,500.00 was on the basis of a down payment of \$1,500.00 and \$2,000.00 annually. The Committee thought that the terms should be in line with the schedule of 40% cash for properties of this value.

A letter was read from Mr. Inaba to the Custodian dated February 29th, 1944, in regard to his idea of the value of the property and the return from the 1943 crop.

After discussion
It was moved by Mayor Mott and
Seconded by Mr. MacKenzie

That the offer to purchase at \$7,500.00, dating the deal from January 1st, 1943, with interest at that date at 5% and payable \$3,000.00 cash and the balance of \$4,500.00 payable 50% on November 1st 1944 and the balance November 1st 1945 together with interest on those date, would be acceptable.

April 24, 1944.

4602

James M. Campbell, Esq.,
Box 501,
Mission City, B. C.

Dear Sir:

Re: Masanobu INABA

Many thanks for yours of April 19th referring to ours of April 13th to Mr. Toews. We regret troubling him about the washing machine which, as you say, was sold at auction. The auction was held on March 29th and due to the very large volume of transactions involved, particulars did not appear on our files at the time we wrote ours of April 13th.

When Mr. Ure moved the contents of this property to auction, he discarded some as valueless and sold some to Mr. Toews. He listed the following articles as missing:

3 cross cut saws	6 kitchen chairs
25 ft. garden hose $\frac{1}{2}$ "	$\frac{3}{4}$ ton hop wire
25 ft. garden hose 1"	250 lbs. berry wire-
1 roll buidling paper	1 ton lime (100# sacks)

Of the above, the last three have doubtless been used in the operation of the farm, but there is a question in our minds whether they should be paid for.

Reference to the inventory taken by our men on June 17th, 1942, shows the following additional items as missing:

(2 Tires, Goodyear, H.D., 32 x 6 in fair condition)
1 Dresser, additional to that sold at auction
2 Beds, additional to those sold to the tenant
1 Bureau
2 Kitchen chairs, additional to those shown above
and those sold to the tenant
1 Small Table with drawers.

We are sending you an extra copy of this letter for forwarding to Mr. Toews should you wish, and have no doubt you or he will let us know about this in the near future.

Yours truly,

H. F. Green
Protection Department

HFG/me

JAMES M. CAMPBELL
BARRISTER SOLICITOR
NOTARY PUBLIC

ENEMY SECTION

Rec'd MAY 8 1944

File No.

Ans'd

Refer'd

BOX 501
MISSION CITY, B. C.

May 6th 1944.

Mr. Green
Protection Department,
File 4602 - 9 - 713

The Custodian,
Legal Department,
509 Royal Bank Building,
VANCOUVER, B.C.

Dear Sir:-

Re: Masanobu INABA and Henry Toews

Yours of the 24th. I have had an opportunity of seeing Toews. Some of the articles mentioned are still on the property such as the saws, the garden hose, dresser, beds etc. These are in terrible shape and were in that condition when the Jap was evacuated.

Regarding the two tires I have interviewed Mr. Malcoeve of the Texas Service Station here. Toews turned these tires over to Malcoeve asking if they could be recapped and put to use. Malcoeve checked them over carefully and found that they were absolutely valueless and turned them over to the salvage.

I am quite convinced that there is no claim for any of this furniture or equipment. Toews is an extremely honest man otherwise he would never have reported the washing machine.

Yours truly,

JMC:JE

He does not answer
our enquiry about
the high wire, long
wire & line

He will look & advise
re machine

also with Japanese, advise
re machine sold at auction
to tenant

MEMORANDUM

File No.: 4602

May 27th, 1944.

To: Mr. J. Moryson

From: Mr. H. P. Green

Re: Wasanobu INABA

Tenant: Mr. Henry Toews, Mission

When Mr. Ure moved the contents of this property to auction, he reported certain items were missing. Subsequent correspondence with Mr. James Campbell at Mission indicates that these are of little account with the exception of the lime which has now been spoilt by the weather and the two items of wire shown on the list herewith. Mr. Campbell advises that the wire is still on the property being Lots 15 and 16, Twp. 17, Map 2849, and I think that this should be sold to Mr. Toews at the going price if he is willing to pay for it.

Please look into this the next time you are in Mission and see what you can arrange. The other items can probably be abandoned but you might confirm this.

3	Cross cut saws	2	Beds, additional
25	Ft. garden hose 1/2"		to those sold to
25	Ft. garden hose 1"		the tenant
1	Roll building paper	1	Bureau
6	Kitchen chairs	2	Kitchen chairs, ad-
2	Ton hop wire		ditional to those
250	Lbs. berry wire		shown above and
1	Ton lime (100 lb. sacks)		those sold to the
1	Dresser, additional to that		tenant.
	sold at auction	1	Small table with
			drawers.

HFG:IF

NAME INABA, Masanaka

REGISTRATION NO. 13636

FILE NO. 4602

The following chattels were sold by public
 auction at Mission, B. C. on March 29, 1944.

- 1 Kitchen range	\$ 14.00 -
- 1 Dresser	✓ 6.00 -
- 1 Rocking chair	✓ 2.50 -
- 2 Wash stands	✓ 1.60 -
- Old harness	2.05 -
- 1 Gramophone	✓ 4.00 -
- 1 Mantel clock	✓ 4.50 -
- 1 Writing desk	✓ 11.00 -
- 1 Beatty washing machine	✓ 125.00 -

Total:	Auctioneer's Fee	\$ 17.07
	Advertising	1.55
Less Expenses:	Movings	12.00
	Rents	<u>3.71</u>

\$ 170.65
\$ 34.33
<u>\$ 136.32</u>

Net Proceeds Credited:

Members of Custodian Staff Present.

Mr. Ure

Extracted from Auctioneering list No.

Mission 10.

Remarks.

00

June 24th, 1922.

Mr. Masanobu INABA,
Reg. No. 13636,
c/o Mr. L. Davids,
Box 85,
Picture Butte, Alta.

Dear Sir:-

received on June 3rd. Thank you for your undated letter
advise you previously that certain other items had
been sold to Mr. Toews for a total of \$135.50 less
10% commission and bank charges of 30¢, giving a
net return of \$121.65. This has been credited to
your account and we enclose a list of the items in-
volved.

As to your washing machine, we re-
gret to say that Mr. Toews denies knowledge of this
arrangement and we do not see how we can press it in
the absence of anything in writing. Mr. Toews states
that he paid \$28.00 worth of your debts on your be-
half and sent you raspberries and strawberries, so
that he feels he has no further liabilities to you.
Of course, if there was any written arrangement or you
have any witnesses, we would gladly take the matter
further.

Yours truly,

H. F. Green
Protection Department

Enc.
HFG:LF

THE GREAT-WEST LIFE ASSURANCE COMPANY

HEAD OFFICE - WINNIPEG, CANADA

TELEPHONE:
MARINE 0421

ROYAL BANK BUILDING,
575 HASTINGS STREET WEST,

VANCOUVER, B.C.

December 2, 1944

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

EVACUATION SECTION	
Rec'd	DEC 2 1944
File No.	4602
Ass.	1mb5181
Refused	Gibson

Gentlemen:

Attention Mr. S. M. Gibson
Re Policy P724251 - M. Inaba

Thank you for your letter of November 20 enclosing a payment of \$47.35 in settlement of a note due on the above policy on November 30. The cancelled note is attached. We are not acknowledging this remittance to the policyholder.

Yours truly

THE GREAT WEST LIFE ASSURANCE CO.

L. Wagner/M
Encl.

BY:

January 27th, 1945.

Mr. Masanobu INABA,
 Registration No. 13636,
 c/o Mr. L. Davids,
 P. O. Box 85,
 Picture Butte, ALBERTA.

Dear Sir:

This will acknowledge receipt of yours of the 20th instant enclosing share certificates.

When these shares have been redeemed, proceeds will be placed to the credit of your account.

We note that you require funds and accordingly enclose herewith Custodian cheque in the amount of \$200.00 which has been charged against your account.

We further note that you are holding share certificate belonging to T. SHIRAKAWA, and we ask that you kindly forward this certificate to us at your early convenience.

We are pleased to inform you that your account has been credited with the sum of \$622.49 being net amount due you from the sale of Lot 3, Section 29, Municipality of Mission, to Mr. Henry Toews, details as follows:

Sale of property to Mr. Toews	\$550.00
Interest from date of sale to date of payment	75.99
Registration fees collected from purchaser	<u>5.10</u>
	\$631.09
Paid to Land Registry Office	<u>8.60</u>
	<u>\$622.49</u>

Yours truly,

R. D. Richardson,
 Farm Department.

Enc. (cheque)

RDH:OH

Credit balance - \$515.72

MEMORANDUM

File 4602

February 27th, 1945.

TO: The File

FROM: Mr. W. J. Iverson

RE: Mr. Masanobu INABA

If a report dated June 17th, 1942, is used as the basis of accounting for an inventory, the bulk of the items are accounted for either by sale at auction or were missing or abandoned. There are however a few items unaccounted for, such as a bureau, 2 small tables with drawers, 2 kitchen chairs, which judging by other articles destroyed as valueless, would be in the same category.

Mr. H. Toews, who purchased the property, originally leased it from Mr. INABA, and purchased at that time certain farm equipment and livestock recorded on the report referred to above.

Relative documents as follows:

March 9, 1944 - Extract of original lease
March 26, " - Appraisal to H. Toews
March 29, " - List of missing and abandoned goods
March 29, " - Sales sheets
April 24, " - Letter from H.G. to J.M.C. re effects
May 6, " - Letter re chattels. J.M. Campbell
May 18, " - Letter re lime fertiliser. J. M. Campbell
May 27, " - Memo H. G. re goods abandoned
June 6, " - Items sold to Toews
July 7, " - Letter re dust-sprayer. J.M. Campbell
July 25, " - Letter re dust-sprayer. Mr. Masanobu INABA.

The file can now be considered cleared up in respect to chattels.

W. J. Iverson

C
O
P
Y

File 4602

Vauxhall, Alta.

January 12, 1946.

Office of the Custodian,
506 Royal Bank Building,
Hastings & Granville,
Vancouver, B.C.

Dear Sir:-

I am writing a few lines about our land what has really happened because I do not hear from you. Lots of people here says that there lands are sold and getting some of the accounts. I wonder if we could as I have no work to do here, just odd jobs here and there because Mr. Broder had sold his land to someone in November. And now this is winter and not much work around I wonder if you could help us out by sending us \$250.00 from my account if the land is sold.

In B.C. my friend wrote to me that someone else is on a place instead of Mr. Toews. Well, I guess our land is sold now.

Before we moved I have put in \$1500.00 in the land so I guess the \$1500.00 is in my account.

Last year in May I think it was you have sent me little over \$450. for a car because this is a very inconvenient place to town. and now we have run this car for quit a long time and now it needs overhauling. This costs us around \$120. But we have not paid it yet. And the groceries in Red & White store for December is \$47.89 and this isn't paid yet. And I have pulled out all of my tooth for I had a pyria and now I want to put a false tooth in so I really need a money. Can you please send it to me as soon as possible?

I have found a place to work for \$75.00 a month if this money will come I guess we could move. But right now we have no money to move even.

Thanking you.

Yours truly

"Masanobu Inaba"
Reg. No. 13636

22nd March, 1946.

Mr. Masanobu INABA,
Registration No. 13636,
Vauxhall, Alberta.

Dear Sir:

In accordance with your request for funds, we are attaching hereto Custodian cheque in the amount of \$83.00, being all funds held to your credit at this office at this time.

We note your remarks regarding your equity in property being purchased by you under Agreement for Sale from I. Shirakawa. However any increase in the amount already credited and remitted to you from the sale price of the property, will have to be held in abeyance until facilities are available with which to contact Mr. Shirakawa in Japan. As interest on the outstanding balance on the property used up your remaining equity, it will have to be by agreement between you and Mr. Shirakawa, if any more funds are to be credited to you in this connection.

Yours truly,

W.E. Anderson,
Administration Department.

WEL:H

Claim file Hunter

MEMORANDUM

Evac. 4602
Entry 713

To: Mr. Hunter

February 4, 1948.

FROM: Ian McPherson

Re: Claim of Masanobu INABA

The property in which Masanobu INABA had an interest and in connection with which he has filed a claim comprises three parcels of which the legal description is:

Parcel "A" - Lots 6 & 7 of Lot 118, Group 2 Map 3148, SAVE AND EXCEPT Pt. 0.149 of an acre as shown on Sketch deposited number 6605 of said Lot 7, Municipality of Matsuge, D.N.W.

Parcel "B" - Lots 15 & 16 of the N. $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of Sec. 29, Twp. 17 Map 2849, Municipality of Mission, D.N.W.

Parcel "C" - Lot 3 of the S. $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of Sec. 29, Twp. 17 Map 553, D.N.W.

TITLE: In the name of Tadaichi SHIRAKAWA, In Japan.

INCUMBRANCE: Vesting in Custodian 24889, November 3rd, 1942, covering all parcels above. Dying charge as to Parcel "A".

UNREGISTERED INCUMBRANCE: Parcel "A", agreement of Sale dated 1st October 1938, Tadaichi SHIRAKAWA to Masanobu INABA at a price of \$5000.00, payable \$300.00 on the 1st November 1938 and \$940.00 on the 1st November of each year, the final payment being in 1943. Parcel "B" Agreement of Sale dated 1st October 1938, Tadaichi SHIRAKAWA to Masanobu INABA for \$3500.00 payable \$190.00 on the 1st November 1938 and \$670.00 on the 1st November in each year thereafter, the final payment being in 1943.

Parcel "C" Agreement of Sale dated 1st October 1938 and deed dated 21st October 1939, Tadaichi SHIRAKAWA to Masanobu INABA, consideration of \$500.00. The deed acknowledges receipt of the consideration, but is unregistrable as it lacks the visa of the British Consul to Japan.

Copies of these Three Agreements are on file 4602. In a letter dated 29/4/3, on file, Mr. INABA states that he paid Mr. SHIRAKAWA \$500.00 when "we made the agreement and \$1000.00 plus \$600.00 interest. I think it was on this agreement, and \$500.00 cash to Mr. SHIRAKAWA'S son when he came from Japan in 1941." That certain payments were made is confirmed by Mr. Ure, 19/11/2 and by Mr. Shimuk 17/11/2, but neither of these men are able to supply any information as to amounts. According to Mr. INABA'S statement he has paid \$2000.00 plus \$600.00 interest on the three on his contract of \$9000.00, and a balance of \$7000.00, which bears 7% interest.

As Mr. SHIRAKAWA executed a deed covering Lot 3 (Parcel C) it has been assumed that the consideration of \$500.00 in respect to this parcel has been fully paid. This lot the Custodian sold to Henry Toews for \$550.00 and that

Note: Inaba signed an Agt/Sale dated Apr 25.41 selling Lot 3 to Toews for \$550.00 but since the deed from Shirakawa to Inaba was unregistrable, the Custodian filed a Special Vesting and delivered title to Toews. Jan 22. 1944. No protest from Inaba.

TO: Mr. Hunter.

MEMORANDUM

(Page #2)

Re Claim of Masanobu INABA.

February 4, 1948.

amount has been credited to Masanobu INABA'S account. Conveyance to Mr. Toews has been effected.

Mr. Toews also purchased, from the Custodian, Parcels "A" and "B" at a price of \$7500.00, \$3000.00 cash and interest on balance at 5%. Sale approved by Advisory Committee 8/3/4. The purchase price has been paid in full and title conveyed. The sum of \$7500.00 has been credited to the account of Todaichi SHIRAKAWA, and is subject to deduction of any payments made by Mr. INABA on his contract to purchase. Payment out cannot be made to either of these parties by the Custodian pending receipt of satisfactory evidence of the amount paid by Mr. INABA on his contract.

Paul Macpherson

April 20, 1948.

Messrs. Virtue & Russell,
Barristers, Solicitors,
McFarland Building,
Lethbridge, Alberta.

Dear Sirs:

Re: Masanobu INABA. Reg. No. 13636

We beg to acknowledge receipt of your letter of the 15th instant, and in reply we attach hereto Custodian cheque in favour of the above Japanese for \$12.06, which is the balance of his account at this office, and represents \$2.00 refund of charges for two Certificates of Encumbrance and \$10.06 interest on Pacific Co-operative Union shares.

While it is true that we have on hand a sum of money in the neighbourhood of \$7,500.00, from the sale of properties in which Mr. INABA had an equity, it appears no one is yet in a position to state what this man's equity amounts to. We have read the evidence and cannot find that Mr. INABA had paid any more than \$1,500.00 on these properties, and whether this \$1,500.00 represents payments made by him on the two properties or the three properties sold is not clear.

The amount of \$550.00 which was received from the sale of one property, as mentioned on Page 14 of the evidence, has already been remitted to Mr. INABA.

If you wish to assist your client to obtain his funds from this office, have him submit proof of his share in the proceeds from the sale of these properties. Upon receipt of this information, we will be pleased to forward to him his share of the proceeds without delay.

We are returning herewith the copy of the evidence.

Yours very truly,

C. H. Reed
C. H. Reed,
Office of the Custodian.

CHW/fm
enc. (2)

C
O
P
Y

VIRTUE & RUSSELL
Barristers, Solicitors
and Notaries Public

McFarland Building, opp. Court House Lethbridge, Alberta

26th April, 1948

Please refer to file No. 3213 - 44

OFFICE OF THE CUSTODIAN,
Japanese Evacuation Section,
508 Royal Bank Building,
Hastings and Granville,
VANCOUVER, B.C.

Dear Sirs: RE: MASANORU INABA.
Reg. No. 11619

We thank you for your letter of April 20th.

If you will refer to page 19 of the Evidence, and to Exhibit 10, you will find an exact statement of the moneys paid on this land by Mr. Inaba.

While his equity may eventually amount to considerably more than the money he actually paid (since he added substantial improvements to the land) yet it is obvious that as a minimum he has an equity of the actual money paid by him on the land.

Therefore, the minimum amount which can be paid to him at the present time is the actual total amount of his payments which he made to the Vendor as indicated in Exhibit 10, and as indicated on pages 19 and 20 of the Evidence.

The obtaining of this money at the present time for use in his spring operations is highly important to Mr. Inaba and we therefore request you to forward the above minimum amount at this time.

While we do not think it is necessary, yet we are satisfied that both Mr. Hunter and the Commissioner himself will be prepared to concur in this request.

Please return the enclosed copy of Evidence.

Yours truly,

VIRTUE & RUSSELL,

Per "A.G.V."

V/L - encl.

C
O
P
Y

Airmail

May 8, 1948.

Mr. F. G. Shears,
 Royal York Hotel,
 Toronto, Ontario.

Dear Mr. Shears:

Re: Case No. 468 - Masanobu INABA, Reg. No. 13636.

By yesterday's mail I sent Mr. Hunter a letter received from Mr. Virtue, with transcript attached, asking his advice and suggesting that he reply direct if he sees fit.

While I think that a matter of principle only is involved, someone may wish to consider the case on its merits and I am, therefore, sending you information from the file relating to the unpaid vendor's interest in the proceeds from the sale of the Real Property. In addition I have asked Mr. Brown, who prepared the claim file, to calculate the vendor's interest in accordance with the terms of the Agreement (interest 7% per annum) allowing credit for payments claimed to have been made by the purchaser as set out by Mr. Virtue in the amended statement. These calculations have been checked by Mr. Good and show the total amount owing on Parcels "A" (Lots 6 & 7) and "B" (Lots 15 & 16) to be \$9073.77. Against this we are holding the net proceeds from the sale of these two parcels in the sum of \$7387.78.

Parcel "C"

With reference to Lot 3, Mr. McPherson's blue Memo explains how this was disposed of and I have added a further explanation in pencil. In a word, this office accepted an unregistrable deed from Shirakawa to Inaba as evidence of payment in full and, upon completion of the sale by way of transmission to Toews (who purchased the three parcels), the entire amount of net proceeds from Lot 3 were credited to Inaba's account and paid out to him. It now appears from the amended statement that Inaba paid only \$181.50 on this lot instead of \$500.00 plus interest called for in the Agreement and, therefore, has already received more than his due, but I guess this issue will not be raised on behalf of the Enemy interest, although the amount which would be owing to Shirakawa under this agreement would be ~~about~~ 480 ².

Figured in the most favourable manner for Inaba, allowing him credit for \$2000.00 principle and \$600.00 interest as stated in his letter of April 29, 1943, Mr. Brown's figures show \$8741.94 owing to Shirakawa on all three properties.

We cannot, therefore understand Mr. Virtue's contention that his client is entitled to any part of the proceeds from sale unless an award is made over and above the unpaid vendor's interest.

Mr. P. G. Shears

May 8, 1948.

I don't know whether you are aware that Shirakawa is father-in-law to Inaba. According to reports from various sources, Shirakawa left Canada for Japan some time between signing the Agreement in October 1938 and October 1939 when he signed the Deed in Japan covering Lot 3. A letter on file from Mr. P. Taylor, Real Estate Agent who prepared the Agreement, suggested that the intention was merely to facilitate Inaba's management of the properties in Shirakawa's absence. This appears a bit fantastic in the light of Shimok's affidavit (attached) stating that some payments had actually been made. It does remain a fact, however, that this office wrote repeatedly asking Inaba for particulars of payments and no details were produced until the Commission hearing. As far as we know, Shirakawa is still alive in Japan and it would seem reasonable to expect that the respective interests can now be established. *We can find no record of Shirakawa's son who is supposed to have rec'd payment.*

At your convenience, when you are finished with these documents, would you please return them to us and ask Mr. Hunter to kindly return the transcript direct to Mr. Virtue. *1941*

I will be interested to know Mr. Hunter's, or Justice Bird's attitude toward Mr. Virtue's request.

Yours very truly,

A. G. McArthur,
Office of the Custodian.

AGM/AG

- Enclosures:
- (1) Copy letter from Virtue & Russell, April 26, 1948.
 - (2) Copy of Inaba's Real Property Claim.
 - (3) Blue Memo - Mr. McPherson.
 - (4) Exhibit g - Amended statement covering payments on three parcels.
 - (5) Summary dated March 15, 1948, re Claim.
 - (6) Copy Affidavit J. B. Shimok re payments.
 - (7) Letter, Inaba, April 29, 1943, re payments.
 - (8) Letter January 28, 1944, Hal Mensies, re Agreement with Towes
 - (9) Letter, Inaba, January 12, 1946, re payments.
 - (10) Calculations, Mr. Brown, based on Claimant's amended statement.
 - (11) Calculations, Mr. Brown, using figures stated by Inaba in his letter.

May 26, 1948.

Messrs. Virtue and Russell,
Barristers and Solicitors,
McFarland Building,
Lethbridge, Alberta.

Dear Sirs:

ATTENTION: MR. A. G. VIRTUE

Re: Case No. 468 - Masanobu INABA, Registration No. 13636,
Your File No. 3213-44

Your letter of April 26 was replied to by a letter from this office dated May 7. This correspondence was referred to Mr. J. W. G. Hunter who, we understand, has since communicated with your office.

Accepting the evidence submitted by your client in regard to the amounts which he has paid on Parcels "A" and "B", we have prepared statements of what would be the present position under the terms of the agreements for sale. From this it will be noted that the outstanding balances are considerably in excess of the amounts realized from the sale of these properties.

It would appear, therefore, that unless any recommendation is made for an amount which, together with the proceeds of sale, will exceed the balances due the unpaid vendor, there will be no sum available for payment to your client.

We cannot agree with your statement that he has a minimum equity equal to the money he has actually paid as his equity is dependent upon the value of the property in excess of the amounts due under the Agreements for Sale. We are, however, prepared to say that if and when the Commissioner should make recommendation to the effect that the fair market value at the time of sale was in excess of the price obtained, some adjustment might then be considered as between the interest of the unpaid vendor and of Mr. Inaba, possibly on the basis of an adjustment or remission of some portion of the interest charges which have accrued.

It is noted that in regard to Parcel "C", Mr. Inaba has received the full amount of the proceeds whereas, according to the evidence which he has now given, only a portion of the amount due by him under the Agreement for Sale has been paid.

We are returning herein Transcript of evidence covering this case.

Yours truly,

FQS/AC
Enc.

F. G. Shears,
Director.

PARCEL "A" - Lots 6 and 7

As per Letter, Messrs. Virtue & Russell,
March 27, 1948

Purchase Price	\$5,000.00	
Down Payment	100.00	
Interest November 1, 1938 to October 31, 1939		\$4,700.00
Less Paid November 1, 1939 (Principal)		329.00
Less Paid November 1, 1939 (Interest)		5,029.00
Interest October 31, 1939 to November 1, 1940		600.00
Interest October 31, 1940 to May 5, 1941		4,429.00
Less Paid May 5, 1941 (Transcript Page 20)		329.00
Interest May 6, 1941 to October 31, 1941		4,100.00
Interest November 1, 1941 to October 31, 1942		287.00
Interest November 1, 1942 to October 31, 1943		4,387.00
Interest November 1, 1943 to April 15, 1944		196.48
		4,543.48
		300.00
		4,243.48
		146.46
		4,389.94
		307.23
		4,697.17
		328.79
		5,025.96
		160.96
		<u>5,186.92</u>

PARCEL "B" - Lots 15 and 16

Purchase Price	\$3,500.00	
Down Payment 1938	150.00	
Interest November 1, 1938 to October 31, 1939		\$3,350.00
Less Paid October 31, 1939 (Principal)		234.50
Less Paid October 31, 1939 (Interest)		3,584.50
Interest November 1, 1939 to October 31, 1940		300.00
Interest November 1, 1940 to May 5, 1941		3,284.50
Less Paid May 5, 1941		234.50
Interest May 5, 1941 to October 31, 1941		3,050.00
Interest November 1, 1941 to October 31, 1942		213.50
Interest November 1, 1942 to October 31, 1943		3,263.50
Interest November 1, 1943 to April 15, 1944		116.38
		3,379.88
		200.00
		3,179.88
		109.73
		3,289.61
		230.23
		3,519.84
		246.40
		3,766.24
		120.61
		<u>3,886.85</u>

Owing on Parcel "A" \$5,186.92
Owing on Parcel "B" 3,886.85
\$9,073.77

File No. 4602

Claim plan
SUMMARY RELATIVE TO CLAIM OF
Masanobu INABA - Registration No. 13636

15th Mar. 1948.

REAL PROPERTY: Claim for \$12,620.00 covering two parcels.

R.P. "A" Lots 6 & 7 of Lot 118, Gp 2, Map 3148, save and except Pt. 0.149 acres as shown on Sketch 6605 of said Lot 7, Mun. of Matsqui, D.N.W.

R.P. "B" Lots 15 & 16 of N $\frac{1}{2}$ pf SE $\frac{1}{4}$ pf Sec. 29, Tp. 17, Map 2849, Mun. of Mission, D.N.W.

		Assessed Value	Appraisal H. Mansie 9/11/43	Purchase Price	Claimants Valuation	
"A"	Land	\$1087.00	\$3250.00		\$6800.00	21 acres
	Improvements	1600.00	200.00		450.00	
		\$2687.00	\$3450.00		\$7250.00	
"B"	Land	525.00	2000.00		2345.00	10 acres
	Improvements	1500.00	1145.00		3025.00	
		\$2025.00	\$3145.00		\$5370.00	
Grand total		\$4712.00	\$6595.00	\$7500.00	\$12,620.00	

The land in Parcel "A" is appraised at \$154.7 an acre. A previous higher appraisal was amended to this figure due to seepage (when the Fraser River is in flood).

The land in Parcel "B" is appraised at \$200.00 per acre.

REID, ALLEN, HUNTER & CAMPBELL
BARRISTERS & SOLICITORS

THOMAS REID JOHN B. ALLEN
JOHN W. G. HUNTER ALAN R. CAMPBELL

36 KING STREET WEST
TELEPHONE ELGIN 3141

TORONTO 1

May 21st, 1948.

Mrs. A.G. McArthur,
Office of the Custodian,
VANCOUVER, B.C.

EVACUATION SECTION	
Rec'd	MAY 25 1948
File No.	
Ans.	
Referred	

Dear Mrs. McArthur :

- Re: Case No. 468 - INABA Masanobu -
Registration No. 13636

I have received your correspondence in connection with the above, which I am returning herewith. I have also received some correspondence from Mr. A.G. Virtue, solicitor for the claimant.

I do not feel that it is my task to advise the Custodian's Office as to whether or not they should pay out money already in their hands. It is quite obvious that out of the money on hand, the claimant is entitled to a percentage, what percentage, will have to be determined by your office, and if necessary, upon the advice of your solicitors.

One reason the point was brought up at the hearing was to endeavour to be of some assistance to your office in determining to whom the proceeds of the sale should go. The other reason why it was necessary to have the position clarified was in order that the Commissioner might determine the respective interest of the claimant and the other co-owner, in order that if a recommendation should be made, he would know what form the recommendation should take.

When you forwarded to me the transcript you omitted to forward to me Exhibit No. 10, which was the exhibit defining the claimant's interest, and accordingly, while I am not endeavouring to avoid giving you help, I do not feel that on the transcript I am in a position to be helpful.

I have written to Mr. Virtue advising him that it is not my task to advise on the distribution of proceeds of sales, and that he should take the matter up further with your office.

Yours truly,

John W. C. Hunter

JWCH:LMS

4602

May 26, 1948.

Messrs. Virtue and Russell,
Barristers and Solicitors,
McFarland Building,
Lethbridge, Alberta.

Dear Sirs:

ATTENTION: MR. A. G. VIRTUE

Re: Case No. 468 - Masanobu INABA, Registration No. 13636.
Your File No. 3213-44

Your letter of April 26 was replied to by a letter from this office dated May 7. This correspondence was referred to Mr. J. W. G. Hunter who, we understand, has since communicated with your office.

Accepting the evidence submitted by your client in regard to the amounts which he has paid on Parcels "A" and "B", we have prepared statements of what would be the present position under the terms of the agreements for sale. From this it will be noted that the outstanding balances are considerably in excess of the amounts realized from the sale of these properties.

It would appear, therefore, that unless any recommendation is made for an amount which, together with the proceeds of sale, will exceed the balances due the unpaid vendor, there will be no sum available for payment to your client.

We cannot agree with your statement that he has a minimum equity equal to the money he has actually paid as his equity is dependent upon the value of the property in excess of the amounts due under the Agreements for Sale. We are, however, prepared to say that if and when the Commissioner should make recommendation to the effect that the fair market value at the time of sale was in excess of the price obtained, some adjustment might then be considered as between the interest of the unpaid vendor and of Mr. Inaba, possibly on the basis of an adjustment or remission of some portion of the interest charges which have accrued.

It is noted that in regard to Parcel "C", Mr. Inaba has received the full amount of the proceeds whereas, according to the evidence which he has now given, only a portion of the amount due by him under the Agreement for Sale has been paid.

We are returning herein Transcript of evidence covering this case.

Yours truly,

FGS/AC
Enc.

F. G. Shears,
Director.

PARCEL "A" - Lots 6 and 7

As per Letter, Messrs. Virtue & Russell,
March 27, 1948

Purchase Price	\$5,000.00	
Down Payment	300.00	
Interest November 1, 1938 to October 31, 1939		\$4,700.00
		329.00 ✓
		5,029.00
Less Paid November 1, 1939 (Principal)		600.00
		4,429.00
Less Paid November 1, 1939 (Interest)		329.00
		4,100.00
Interest October 31, 1939 to November 1, 1940		287.00 ✓
		4,387.00
Interest October 31, 1940 to May 5, 1941		156.48 ✓
		4,543.48
Less Paid May 5, 1941 (Transcript Page 20)		300.00
		4,243.48
Interest May 6, 1941 to October 31, 1941		166.66 ✓
		4,389.94
Interest November 1, 1941 to October 31, 1942		307.23 ✓
		4,697.17
Interest November 1, 1942 to October 31, 1943		328.79 ✓
		5,025.96
Interest November 1, 1943 to April 15, 1944		160.96 ✓
		5,186.92

PARCEL "B" - Lots 15 and 16

Purchase Price	\$3,500.00	
Down Payment 1938	150.00	
Interest November 1, 1938 to October 31, 1939		\$3,350.00
		234.50 ✓
		3,584.50
Less Paid October 31, 1939 (Principal)		300.00
		3,284.50
Less Paid October 31, 1939 (Interest)		234.50
		3,050.00
Interest November 1, 1939 to October 31, 1940		213.50 ✓
		3,263.50
Interest November 1, 1940 to May 5, 1941		116.38 ✓
		3,379.88
Less Paid May 5, 1941		200.00
		3,179.88
Interest May 5, 1941 to October 31, 1941		109.73 ✓
		3,289.61
Interest November 1, 1941 to October 31, 1942		230.23 ✓
		3,519.84
Interest November 1, 1942 to October 31, 1943		246.40 ✓
		3,766.24
Interest November 1, 1943 to April 15, 1944		120.61 ✓
		3,886.85

Owing on Parcel "A" \$5,186.92
Owing on Parcel "B" 3,886.85
\$9,073.77

File No. 3212 - 44

27th March, 1948

RE: MASANOBU INABA, Registration No. 13636.

Hearing, 24th March, 1948

The following is a statement of the payments made by this man on his Agreements for Sale:

Parcel "A" Lots 6 and 7, Matsqui.

Agreement for Sale, total\$5,000.00
Paid 1938 October 1st\$300.00 Prin.
" 1939 " 1st 600.00 Prin.
" 1939 " 1st 329.00 Int.

Parcel "B" Lots 15 and 16, Mission.

Agreement for Sale, total\$3,500.00
Paid 1938 October 1st\$150.00 Prin.
" 1939 October 1st 300.00 Prin.
" 1939 October 1st 234.50 Int.

Parcel "C" Lot 3, Mission.

Agreement for Sale, total 500.00
Paid 1938 October 1st 50.00 Prin.
Paid 1939 October 1st 100.00 Prin.
Paid 1939 October 1st 31.50 Int.

General Statement.

The Claimant is the equitable owner of properties "A" and "B", but property "C" was subsequently re-sold by the Claimant.

"May 5, 1941 \$500 paid on A and B - no special apportionment - Requests \$300 be applied on A and \$200 on B."

DATED at Lethbridge, Alberta, this 27th day of March, A.D. 1948.

VIRTUE & RUSSELL,
Solicitors for the Claimant.

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

April 28, 1948

M. Russell

EXHIBIT NO. 468 - 10

DATE 29 Mar 1948

FILED BY
A.G. Virtue

File No. 4602

MEMORANDUM

November 1st, 1949.

TO: File

FROM: Mr. Johnston

Re: Masanobu INABA - Case No. 468
Re goods in storage

The following three cartons of personal effects were found tagged in the name of the above named Japanese in the Buddhist Temple at Haney and were removed to Custodian storage at W.R. Campbell Ltd., Vancouver, B.C.

1 Ctn. containing - Bathrobe

28 sml. plates - china

10 Japanese bowls - china

5 Japanese cups - china

1 sml. carton containing what appears to be parts of a shrine or Japanese ornaments.

1 Ctn. personal effects marked "value \$125.00", contains:

Sml. child's mattress - old and badly soiled.

Books: 5 Hard cover

16 Old books cardboard cover

12 old paper books

All in Japanese.

2 Empty Tin Cans.

1 old Jap. Dictionary - cover off (Japanese)

1 old Primary Reader English

1 old food chopper

2 Japanese dolls - eaten by rats (threw away)

3 " " - O.K.

1 Box Japanese cards (game)

1 Medical kit - Inhaler.

*W. J. Johnston
per J.S.*

This Japanese is claiming on chinaware and kitchen utensils amounting to \$22.20.

/js

Mr. Good

MEMORANDUM

November 2nd, 1949.

Re: Shumpei HARA - Case No. 44
File No. 4402.

A revised analysis has been made of the above named
Japanese' chattel claim on our regular chattel analysis form.
Filed on November 1st, 1949, from Mr. Shumpei HARA
goods in storage.

Summary of Revised analysis as follows:

Claiming \$264.00	Sold at Auction \$170.45
" 221.00	Sold at Tender 135.50
" 180.00	Sold with real property
" 95.00	Real. not found
" 130.01	No record at anytime
" 125.78	Abandoned
" 65.11	Not sent. for theft, etc.
" 3.95	In Storage
" 214.30	Sold by Claimant
\$1302.50	

File No. 468

MEMORANDUM

Nov. 14/49

468

see rear

TO: Mr. J.A. Macdonald

FROM: Mr. W.J. Johnston

Manabu IMABA - Regn. No. 13636
Cass No. 468

Claiming for personal property (damages) \$22.20

The following goods are in Custodian storage and will be shipped to Mr. Manabu IMABA within the next few days:

1 Ctn. containing - Bathrobe

28 sat. plates - china

10 Japanese bowls - china

5 Japanese cups - china

1 Sat. carton containing what appears to be parts of a shrine or Japanese ornaments.

1 Ctn. personal effects marked "value \$125.00", contains:

Sat. child's mattress - old and badly soiled

Blanket 5 "and cover

14 Old books cardboard cover

12 old paper books

All in Japanese.

2 Empty Tin Cans

1 old Jap. Dictionary - cover off (Japanese)

1 old Primary Reader English

1 old food chopper

2 Japanese dolls - eaten by rats (discarded)

3 Japanese dolls - O.K.

1 box Japanese cards (game)

1 Medical kit - Inhaler.

W.J. Johnston

WJ:MA

C.O. to Mr. Good.

MEMORANDUM

September 21/50.

TO: Mr. F.G. Shears

FROM: Mr. B. Good

Case No. 468 - Masanobu INABA

This case somewhat parallels Case No. 475 which I have set out in detail in a separate memo to you.

In this case the unpaid vendor's interest far exceeds the sum of Nett Sales Proceeds plus award. (See your letter to Virtue and Mrs. McArthur's letter to you, flagged on File).

Disregarding the amount of award for chattels the award to INABA
for Real Property = \$762.50
Counsel's fee 15% = 114.38
Nett = \$648.12

It is proposed to transfer this Nett amount to Credit of the Enemy a/c of Tadaichi SHIRAKAWA, the unpaid vendor, as a further payment on account re A/S. Please advise if this is in order.

BG/js

From the statement on file (March 26/48) it will be seen that interest at 7% amounts to \$2,987.27, a considerable portion accruing in the years after the property vested. The property was sold for \$7500.00
Payments made by INABA 2413.50

Vendor's Agreement of Sale \$9913.50
The vendor, resident in Japan, has therefore received the full amount of the principal, plus - - - - - \$500.00
by way of interest. \$1413.50

In the circumstances I consider this may be a fair settlement for the vendor and that the award referred to above may properly be paid to the claimant in Canada.

FGS/GN

F. G. Shears. *FGS*

VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND 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.

2nd December, 1950.

PLEASE REFER TO FILE NO.

3212-44

Date	Dec 4/50
File No.	E/212
Referred	F. G. Shears

Attention: Mr. F. G. Shears,
Director.

OFFICE OF THE CUSTODIAN,
Department of the Secretary of State,
506 Royal Bank Building,
VANCOUVER, B. C.

Dear Sir:

RE: Tadaichi SHIRAKAWA.

This man was a naturalized Canadian citizen who went to Japan before the outbreak of the War and is still there.

If you will refer to the file of Masanabu INABA, your number 4602, and to your letter of April 20th, 1948 to us, you will recall the general situation.

The main facts are that prior to leaving for Japan, Mr. Tadaichi SHIRAKAWA sold his properties to his son-in-law, Masanabu INABA.

When Mr. Masanabu INABA was evacuated, his properties were sold by you to a man named Toews.

We understand that Toews has paid the purchase price and interest and that you hold this money in your hands.

Mr. SHIRAKAWA now desires to assign this money to his daughter, Mrs. Masanabu INABA.

In order that we may prepare the necessary Assignment Forms, which will be acceptable by you and which will enable the money to be paid by you to Mrs. Inaba, will you kindly let us have the following:-

2 amounts
\$762.50 x R/P

OFFICE OF THE CUSTODIAN

December 2nd, 1950.

Re: Tadaichi SHIRAKAWA

(1) Mr. Shirakawa's naturalization certificate which was among his papers in the Canadian Bank of Commerce at Mission City, B. C. ;

(2) A complete statement from beginning to end of all money paid to you on Mr. Shirakawa's behalf, and the balance now standing to his credit;

(3) An intimation of all the documents you will require to enable you to pay this money to Mrs. Inaba.

Thanking you, we are,

Yours truly,

VIRTUE RUSSELL & MORGAN,

Per

[Signature]

AGV/mk

2/7/3
4602

December 18, 1950.

Messrs. Virtue, Russell & Morgan,
Barristers & Solicitors,
McFarland Building,
Lethbridge, Alta.

Dear Sirs:

Attention: Mr. A.G. Virtue, K.C.

Re: Tadaichi SHIRAKAWA - Your File No. 3212-44

We have for acknowledgment your letter of the 2nd
December re the above.

In reviewing our file I find that on more than one
occasion the matter of any equity which Masanobu INABA may have
in the above properties, has been dealt with.

The basic facts of this case however, are as follows:

Inaba was purchasing these properties under Agreements
of Sale from Shirakawa. While you state that Shirakawa was a
naturalized Canadian, this has no bearing on the fact that as he
was residing in Japan at the outbreak of war, any assets which he
owned in Canada vested in the Custodian, as enemy property.
Shirakawa's asset in regard to these properties would be represented
by the unpaid balances due to him by Inaba under the Agreement of
Sale. It has been established that the payments made by Inaba under
these agreements were as follows:

(See Exhibit 10 in evidence presented before the Commissioner)

Parcel A	\$5,000.00	Paid on Principal - \$	900.00
" B	3,500.00	" "	450.00
" C	500.00	" "	150.00
	<u>\$9,000.00</u>		<u>\$1,500.00</u>

December 18, 1950.

It would appear therefore, that the amount of principal outstanding under the Agreements of Sale is \$7,500.00, to which must be added interest for a number of years. These properties have been re-sold to Mr. Towns and the amount which this office holds in connection with same is \$8,050.00. While Inaba made some payments on account of interest, the interest still due to Shirakawa would far exceed the difference between \$8,050.00 and \$7,500.00, so that it is quite evident that Inaba has no equity in this property. Your letter states that Mr. Shirakawa now desired to assign the money which we are holding, to his daughter Mrs. Masanobu INABA. This however, is a matter at present entirely beyond his control as, under the regulations, the funds being held by the Custodian are in this case strictly enemy funds and as such are being held by the Custodian and final disposition must await the terms of the Peace Treaty to be signed with Japan.

Copy of your letter and copy of this reply have been forwarded to Mr. K.W. Wright at Ottawa for their records.

Yours truly,

F.G. Shears,
Director.

FOS/GH
E

CANADA
DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

ADDRESS ALL
COMMUNICATIONS
TO THE
CUSTODIAN'S OFFICE
PLEASE REFER
TO
FILE NO. J-160

Victoria Bldg., 7 O'Connor St.,
Ottawa, Ontario
April 13, 1951

C
O
P
Y

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

Re Tadaichi Shirakawa
Your File No. E-713 and 4602

Dear Mr. Shears:

With further reference to your communication of
December 18, 1950, I enclose herewith copy of letter received from
the Department of External Affairs under date of 10th instant, together
with copy of reply.

This for your information.

Yours very truly,

"K. W. WRIGHT"

K. W. WRIGHT
CHIEF COUNSEL

KWW/JF
Encl.

C O P Y

DEPARTMENT OF EXTERNAL AFFAIRS

CANADA

Reply to be addressed to:
The Under-Secretary of State
for External Affairs
Ottawa

OTTAWA, April 10, 1951.

Your File J-160
Our File 58-CJA-40

The Assistant Deputy Custodian,
Department of the Secretary of State,
O T T A W A.

I refer to your letter of January 8, 1951 and to the attached copy of letter No. 232 of March 7, 1951 from our liaison Mission in Japan regarding the assets of Tadaichi Shirakawa which are at present vested in accordance with the provisions of the Trading with the Enemy Act.

The Registrar of Canadian Citizenship has confirmed that Shirakawa is a Canadian citizen under Section 9 (1) (a) of the Canadian Citizenship Act and has informed me that in spite of the fact that he has been absent from Canada for more than six years it is not intended to institute revocation proceedings.

As indicated in the attached letter there are a number of Canadian-Japanese dual nationals in Japan in the same position as Mr. Shirakawa.

I should, therefore, be grateful if you would let me know what reply should be made to paragraph 3 of the Tokyo letter.

At the same time you might inform me:
(a) whether a Canadian citizen living in Japan who may not for some reason be eligible to receive his assets which are vested in the Custodian may transfer them to a Canadian citizen living in Canada, and
(b) whether such a Canadian citizen could alternatively have his assets released to him should he apply for their release after his return to Canada.

(Sgd) E.H. Gilmour
(A.D.P. Heeney)
for Under-Secretary of State
for External Affairs.

DUPLICATE

OTTAWA FILE

No. 58 -CJA-40

Letter No. 232

Date March 7, 1951

SECURITY CLASSIFICATION

NONE

FROM: The Canadian Liaison Mission, Tokyo, Japan
TO: THE UNDER-SECRETARY OF STATE FOR EXTERNAL AFFAIRS, CANADA
Reference: Your letter C-437 of February 26, 1951
Subject: Proposed transfer of certain real property belonging to Mr. Tadaichi Shirakawa.

1. According to Paragraph 1 of your letter under reference Mr. Shirakawa is a naturalized Canadian citizen against whom the Registrar of Canadian Citizenship does not consider the institution of revocation proceedings advisable at this time. In Paragraph 3 you state that it is impossible for Mr. Shirakawa to transfer certain assets to his daughter "as the funds in question are enemy funds and disposition must await a treaty of peace with Japan".

2. I am somewhat in the dark as to how monetary assets of a Canadian citizen can be regarded as enemy funds. This problem is not an academic one because as a result of recent amendments to the Canadian Citizenship Act there are many locally naturalized Canadian citizens of Japanese ancestry who before the amendment would have lost their claim to Canadian status because they are also regarded as Japanese nationals under Japanese law. Many of these individuals have assets in Canada which are vested in the Custodian. Naturally they are interested in recovering these assets as soon as possible.

3. I should be grateful if you would provide me with answers to the following questions:

1. Is the Custodian prepared to release those assets vested in him of a Canadian citizen who has resided in Japan during the war and is still here but who can provide documentary evidence to establish that he did not engage, during the period of hostilities, in activities detrimental to the Allied cause?

2. If the Custodian is not prepared to release assets under the above conditions, what conditions must a Canadian who has been in Japan during and after the war meet in order to obtain the release of his property?

Copies Referred

To

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No. of Enclosures

.....

Post File

No. N 381

A.R. Menzies
Head of Canadian Liaison Mission
in Japan.

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E
(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

20

Lethbridge, Alberta,
March 24th, 1948.

IN THE MATTER OF THE CLAIM OF
MASANOBU INABA

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
Dominion Government.

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

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

D.J. RANDFORD, Esq.,

Official Interpreter.

T.P. HORROBIN, Esq.,

Official Reporter.

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2
N. Inaba,
In Chief.
Discussion.

MR. HUNTER: My lord, before we proceed with this case, I have one preliminary objection to make and that is in connection with the chattels. On the statement of personal property which I presume my friend will be filing, he says the claimant has listed these goods and is prepared to explain, but we haven't been furnished with details. It is a fairly large claim, for \$1150.00, and as a result we have had no opportunity to make an analysis.

10 THE COMMISSIONER: It puts us in the same difficulty as we found ourselves in one of these other claims, Mr. Virtue.

MR. VIRTUE: I see the proof of loss form shows furniture, \$600.00; farm equipment, \$300.00; sprayer equipment, \$150.00; and household only \$100.00. My learned friend didn't call it to my attention until this moment. Had I know of it earlier, I could have furnished him with a complete list, but since that has happened, if my friend wants an adjournment, it is all right.

20 MR. HUNTER: It isn't a question of an adjournment, my lord, it is simply that there is no method of dealing with it.

THE COMMISSIONER: I appreciate that. Suppose you proceed with the proof of the claim and we will have to hold it over so counsel may prepare for cross-examination.

While we are on this page of the claim form, Mr. Virtue, I observe that there is a claim made for several shares of the Pacific Co-Operative Union.

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M. Inaba,
In Chief.
Discussion.

That will have to be disallowed.

MR. VIRTUE: I have advised these men that your Lordship will not deal with those shares.

THE COMMISSIONER: Well I will disallow the claim made in respect of the shares.

MR. VIRTUE: Will I go ahead to the extent that I can?

THE COMMISSIONER: Yes, if you will. ✓

10 MASAHOMU INABA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q I show you a statement of your real estate with the improvements thereon. Was that prepared by you with the assistance of your Interpreter?

A Yes.

Q Is that a true statement? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

1
20 Q Now, I show you a statement of your personal chattels, and as already stated to his Lordship you say you have a list but we haven't furnished Crown counsel with the list, but, subject to furnishing that list, is that prepared by you and is it a true statement?

A Yes.

MR. VIRTUE: I will offer it as the next exhibit.

(STATEMENT MARKED EXHIBIT NO. 2).

Q And this brief statement of evidence required, was that prepared by you in the same way with the assistance of your Interpreter, and is it a true statement?

A: Yes.

30 (STATEMENT MARKED EXHIBIT NO. 3).

M. Inabe,
In Chief.

Q I am showing you a group of photographs. Will you explain carefully to his Lordship what each of these photographs show? Take the top one first and explain it to his Lordship, what the photograph shows, what part of your land it shows, if it is part of your land? A: This first picture is a picture taken from the south corner near the bridge on my property at Matsqui.

MR. HUNTER: Q: Which property?

10 A The property at Matsqui.

THE COMMISSIONER: Apparently there are two parcels,

MR. HUNTER: There are three, my lord.

THE INTERPRETER: A: The Matsqui property. This is a picture of the Matsqui property taken from the south corner near the bridge.

THE COMMISSIONER: We will mark this, Mr. Secretary, as Exhibit 4-A. That is the Matsqui property.

(PHOTOGRAPH MARKED EXHIBIT NO. 4-A).

20 THE INTERPRETER: A: This is a picture of the Matsqui strawberry bed.

THE COMMISSIONER: The second photograph we will attach to 4-A.

THE INTERPRETER: A: The third one is also a picture of the strawberry beds in Matsqui taken from a different angle and showing the hop plants in the background.

THE COMMISSIONER: That can be marked 4-A as well.

THE INTERPRETER: A: This is a closer view of the hop plants in Matsqui.

THE COMMISSIONER: That will be part of 4-A.

30 THE INTERPRETER: A: This picture shows the raspberry

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M. Inaba,
In Chief.

cases at Mission.

THE COMMISSIONER: Mark this 5 4-B.

(PHOTOGRAPH MARKED EXHIBIT NO. 4-B).

MR. HUNTER: Have you the dates of these photographs?

THE COMMISSIONER: It has not been brought out yet.

THE INTERPRETER: A: The last two photographs are also pictures of the hop plants at Matsui.

THE COMMISSIONER: They can be part of 4-A as well.

MR. HUNTER: These are all 4-A?

10 THE COMMISSIONER: There is only one 4-B, the photograph of the Mission property.

MR. VIRTUE: Q: Now, do you remember about when the pictures of the land were taken?

A About one or two years before my evacuation.

Q And was the land in the same condition or better condition or worse condition when you were evacuated as at the time the pictures were taken?

A The same condition.

Q I am going to show you a list of chattels. Look
20 it over carefully because I don't know whether it is correct or not, but you will know. Does that contain a list of your household furniture and farm equipment, and so on, for which you are making your claim?

A: This is a copy of a list which I made before I evacuated.

Q Is it a true list of the goods you left on the place?

A: Yes.

MR. VIRTUE: I will put this in, sir, and my learned friend, if he wishes time to reply to it, of course
30 will have that opportunity.

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H. Inaba,
In Chief.
Discussion.

MR. HUNTER: I presume my learned friend will supply me with a copy of it.

MR. VIRTUE: As far as I am concerned.

MR. HUNTER: In Exhibit 2 it says the claimant has a list of these goods and is prepared to explain. I don't see how he can say he was ignorant of the fact the list wasn't filed. I think it is only fair to supply me with a copy of it.

THE COMMISSIONER: Is there any difficulty in doing that, Mr. Virtue?

MR. VIRTUE: No, we would be glad to supply a copy. There is only one thing I would like to ask him about, if the Secretary will let me have the photographs, please.

Q This instrument that is shown in the photograph where it is marked, "spraying hops", what is that?

A This is a gasoline engine spray used for spraying hops.

Q Is that the sprayer for which you claim in your statement? You claim sprayer equipment and supplies, \$150.00. Is that the one?

A Yes.

Q How when did you buy that? A: 1941.

Q What did you pay for it? A: \$175.00.

Q And was it in as good condition when you left the place as when you bought it?

A I only used it a little for the hops during one season, and it was in good condition.

MR. VIRTUE: Do you wish that marked again, sir, or does that identify it sufficiently?

M. Image,
Discussion.

THE COMMISSIONER: I think it is sufficiently identified.

Mr. VIRTUE: Very well.

Q I show you one of the photographs here. Is that someone picking fruit on your place?

A Yes. This is a picture of somebody picking hops.

Q So that your hops were to the extent where they were bearing and could be picked?

A Yes, there was a very good crop.

Q Now, you know now that two pieces of your property were sold to Mr. Tows in December, 1945?

A No, I don't know.

Q Tell him now that I am giving him that information. Now, it was sold to Mr. Tows, apparently, for \$7500.00. Before you left British Columbia, did Tows attempt to buy or try to buy that property from you?

A: No, there was no

talk from him.

Q There was what?

A: There was no

suggestion of purchase by Mr. Tows.

Q Before he left?

A: Before he left.

Q By the way, the ten acre parcel that you bought, the parcel in Mission containing 10 acres, that you bought from Shinakoure, is that the agreement for it (producing)?

A: Yes, that is it.

Q This shows that the price that you paid was \$3500.00—that you paid Shinakoure for that ten acres was \$3500.00?

A: Yes.

Q That is correct?

A: \$3500.00.

Q Is that correct?

A: He was in the

process of paying.

M. Inaba,
In Chief.

Q The total price he agreed to pay was \$3500.00?

A Yes, that was agreed.

THE COMMISSIONER: Now just one moment. That relates to the ten acres at Mission.

MR. VIRTUE: The 10 acres at Mission. The agreement is dated the 1st of blank, 1938. I am putting it in.

Q In your summary of evidence you thought you paid \$4000.00 for that property at Matsqui; that is Lots 15 and 16. I am just correcting what seems to have been an error, that is all. The correct price was \$3500.00, not \$4000.00.

A Yes, that is correct.

MR. VIRTUE: All right, I will put that in as the next exhibit, my lord. That is an agreement for sale.

(DOCUMENT MARKED EXHIBIT NO. 5).

Q And the other parcel at Matsqui, is this the agreement covering that? A: Yes.

THE COMMISSIONER: What is the acreage of the Matsqui property?

MR. VIRTUE: That is an agreement dated the 1st of October, 1938.

THE COMMISSIONER: What is the acreage of the Matsqui property?

MR. VIRTUE: 21.73, sir.

Q And for that property you agreed to pay \$5000.00?

A Yes.

MR. VIRTUE: This is a copy I am putting in, sir.

THE COMMISSIONER: Was it bought in 1938 as well?

MR. VIRTUE: The second one, sir, is dated the 2nd of

M. Imbler,
In Chief.

October, 1938. Apparently they were both bought from the same vendor.

(DOCUMENT MARKED EXHIBIT NO. 6).

Q Now, I just want to ask you about one other article among your chattels, that is a washing machine. Do you remember the washing machine?

A Yes.

Q When did you buy the washing machine and what did you pay for it? As I bought it in 1942, \$166.60, or 90 cents.

Q And what condition was it in when you were evacuated?

A We only used it a little, once a week, and took great care of it, so it was in good condition.

Q Did you buy it new or secondhand?

A Yes, bought new.

MR. VIRTUE: Now, I ask to put in on behalf of my learned friend his analysis of personal property claim which seems to indicate that at any rate there was a very complete declaration of all this stuff and an inventory.

MR. HUNTER: I have no particular objection to that, my lord, but I don't think it serves any particular purpose at the present time because we have to have a new analysis.

THE COMMISSIONER: Do you wish to put it in now? I take it it will be put in by Government counsel after he has had an opportunity of analysing it.

MR. VIRTUE: It is all right if it goes in now for identification. Perhaps it might be better for me not to put it in. I might want to use it.

H. Inaba,
in Chief.

I was just indicating that my learned friend has that information. However, I must take the blame for that.

The interpreter, sir, calls my attention to the fact, and I may say that the Official Interpreter has been very nice about suggesting that if any question has not been properly understood he would be glad to call it to our attention.

10 THE COMMISSIONER: That has been the attitude of the Interpreters throughout.

MR. VIRTUE: It has been suggested to us by our private Interpreter that one of the earlier questions I asked Mr. Inaba, whether an attempt had been made by Tows to buy these two properties from him while he was still in British Columbia, that is while Inaba was still in British Columbia -- I think probably that question wasn't understood by the witness.

20 THE COMMISSIONER: You got a very direct non-equivocal answer to it. However, you can put it again.

MR. VIRTUE: Qs. What I will ask him, Mr. Interpreter, is thing with regard to the two pieces of property which were apparently sold to Mr. Tows in 1945, -- I am not referring to any earlier transaction which took place, which I understand related to a third property, but with regard to the two remaining properties--did Mr. Tows approach or communicate with him in an attempt or effort to buy the two properties from him before he left British Columbia? That is what I wanted to ask.

30

M. Inaba,
In Chief.
Discussion.

A There was no suggestion on his part of buying it before I left.

MR. VIRTUE: That is quite all right.

THE COMMISSIONER: Mr. Hunter, would you prefer to leave your declaration of defence and cross-examination until after you have had a chance to examine this list?

MR. HUNTER: I think I would prefer to do what I have to do with the real property.

10 THE COMMISSIONER: And leave the chattel property until after lunch?

MR. HUNTER: It will have to be longer than that, my lord.

THE COMMISSIONER: How long do you want?

MR. HUNTER: I haven't seen the inventory, my lord.

THE COMMISSIONER: I repeat, how long do you want?

MR. HUNTER: If I could see the inventory I might have some idea.

MR. VIRTUE: As far as I am concerned, if the Secretary and your Lordship have no objection to my friend taking the exhibit, I have no objection to him taking it and using it.

THE COMMISSIONER: That might be better.

MR. VIRTUE: And if my learned friend would take my copy of the analysis, so when he is completing his own he might complete mine, it will be of assistance to me later.

MR. HUNTER: I will if I have time, but I have to do it in longhand. If I haven't time, I shan't be able to do it.

30 THE COMMISSIONER: Q: How far away do you live?

A About 60 or 70 miles.

MR. HUNTER: This might take anywhere up to a day to analyse. We would have to leave it over until some time next week.

THE COMMISSIONER: That is unfortunate.

Q Can you return on Monday or Tuesday?

A The roads are very bad. I could stay over tonight, but it would be very difficult to come down on Monday or Tuesday.

10 MR. VIRTUE: We will ask him to come in on Tuesday.

THE COMMISSIONER: Perhaps Government counsel will endeavour to be ready tomorrow. Would that be putting too heavy an onus on you, Mr. Hunter?

MR. HUNTER: I couldn't possibly do it. Even with the ones I get a complete list on, it takes two hours to go over them.

MR. VIRTUE: The reason I say Tuesday is we have already one or two hang-overs on Monday.

THE COMMISSIONER: I will leave it for you to arrange.

20 MR. VIRTUE: Yes, we will arrange it.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. The two properties for which claim is made, my lord, were sold for \$7500.00. I will get the date of sale.

MR. VIRTUE: The 11th of December, 1945, Mr. Hunter. That is the note I have.

MR. HUNTER: I don't know where my friend gets that date.

MR. VIRTUE: I found the date I think in your file,

30 the 11th of December, 1945. If you will just give me

M. Inabe,
Discussion.

a moment, I think I can tell you where I got that.

THE COMMISSIONER: Q: While we are waiting, Mr. Interpreter, would you put this question to the witness: I notice from Exhibits 6 and 7 that you had undertaken to make annual payments on the purchase of these properties. Up until what time did you make the payments? A: I paid \$500.00 cash down.

Q It is \$450.00 cash down, according to the document.

10 A I had three properties, but I sold one.

Q Then did you meet the payment in 1939?

A I paid a thousand dollars in 1939. Shinakouro returned to Japan in the fall of 1939, so I was unable to make any payment to anyone in 1940.

THE COMMISSIONER: It would appear from that, Mr. Virtue, that this man had an equity of only \$1450.00 in these two properties.

MR. VIRTUE: Your Lordship means he has only paid that much on account of it?

20 THE COMMISSIONER: Yes.

MR. VIRTUE: That might not mean his equity wouldn't be greater than that. He improved the property after he bought it.

THE COMMISSIONER: That is a possibility.

MR. VIRTUE: In fact there were substantial improvements.

THE COMMISSIONER: You agree the total paid on the purchase price for the two properties was \$1450.00?

MR. VIRTUE: I haven't asked him that.

THE COMMISSIONER: That is what I get from him. He paid 30 \$450.00 on these two properties in cash when he

M. Inaba,
Discussion.

bought them. The \$50.00 he also paid was applied on another property which he later sold.

MR. HUNTER: If you could get this thing straightened out, my lord, you will be doing something that the Custodian's office never could get straight. They never paid him a cent because he has never given them an account of what he paid. There are three properties and I can read to you what I have and possibly you can extract the information from him.

10 THE COMMISSIONER: Go ahead.

MR. HUNTER: It says, parcel "A", agreement for sale, dated the 1st of October, 1938, Shinakoure to Inaba at a price of \$5000.00, payable \$300.00 on the 1st of November, 1938, and \$940.00 on the 1st of November of each year, the final payment being in 1943. Parcel "B", an agreement for sale, dated the 1st of October, 1938, Shinakoure to Inaba, at a price of \$3500.00, payable \$150.00 on the 1st of November, 1938, and \$670.00 on the 1st of November each year, the final payment being in 1943. Parcel "C", the agreement for sale, dated --

20

THE COMMISSIONER: Well he says now he sold that one.

MR. HUNTER: I don't think he sold it. I think we sold it.

MR. VIRTUE: No, apparently from your file, he sold it.

THE COMMISSIONER: Q: Did you sell the third property that you paid \$50.00 cash on account?

MR. HUNTER: There is no question about it, my lord, we sold it.

A I sold that myself.

30 MR. HUNTER: It must have been sold afterwards then because

M. Dada,
Discussion.

we sold it and got \$550.00 for it.

MR. VIRTUE: There is something either in your file or in my own with regard to that particular property.

THE COMMISSIONER: Mr. Virtue, I am going to suggest to you that you take this claimant, together with your own interpreter, and see what you can work out because according to Mr. Hunter's instructions, the Custodian sold it and got the money.

MR. VIRTUE: This covers the third property here.

10 This is a letter from the Custodian's office to advise him that subject to receiving the purchase price of \$550.00, "It is our intention to complete the sale of the above-mentioned property arranged between you and Mr. Towes", and it says when this transaction is complete, credit will be given him. Apparently he made the sale and the Custodian completed it.

THE COMMISSIONER: We are getting close to one o'clock now. I think we might adjourn at this stage. Do
20 you wish to go on with your cross-examination of this man, Mr. Hunter, say at 2:30?

MR. HUNTER: I did want to try to get from him what happened on this deal so that the Custodian will be straightened out on it.

THE COMMISSIONER: Suppose we leave it to Mr. Virtue to see what he can get from him.

MR. VIRTUE: Does my friend mean the third parcel?

MR. HUNTER: No, the money in connection with the three
30 of them is all mixed up. Apparently he paid something like \$2000.00 for it, and it has never been too

H. Inaba,
Discussion.

clear how this was allocated between the properties, and the Custodian isn't in a position to pay out the money until it is clarified. I will leave the same with Mr. Virtue. Before we adjourn, may I file two appraisals, that is the original appraisal on both properties, and an amendment of one by the appraiser, December 8th, 1943, and December 24th, 1943.

THE COMMISSIONER: Which is which, Mr. Hunter?

MR. HUNTER: The original or earlier one is the original appraisal.

THE COMMISSIONER: That is on both properties?

MR. HUNTER: Yes, and the second one is an amendment or a change in the appraisal just on one of the properties. This is all the Matsui property, my lord. We reduced the appraisal by \$750.00.

THE COMMISSIONER: Do you wish this claimant to return at 2:30 for cross-examination?

MR. HUNTER: I have no cross-examination on the actual property. The only thing I would like to clean up is that question.

THE COMMISSIONER: All right. You better return at 2:30, Inaba. In the meantime your counsel wishes to discuss the property with you. We will adjourn, Mr. Secretary, until 2:30.

(PROCEEDINGS ADJOURNED UNTIL 2:30 P.M.)

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

J. P. Horrobin
"T. P. HORROBIN"
Official Reporter.

Lethbridge, Alberta,

March 24th, 1948. 2:30 P.M.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

MR. VIRTUE: Now with regard, sir, to Masanobu Inaba, which was the last case you were dealing with before you adjourned at the lunch hour.

THE COMMISSIONER: Yes.

MR. VIRTUE: We thought we had those figures straightened out, but when we came to look at the endorsements which I hadn't noticed previously on the back of the two agreements that we filed with you, we found there was still a discrepancy so that we will have to work on that after the adjournment this afternoon, and I will give the information to my learned friend and then possibly we could take Mr. Inaba as originally agreed on Tuesday, the first case Tuesday, the 30th. And if the Secretary wouldn't mind lending us the two exhibits, they are only copies, anyway, my learned friend has the originals which were filed as Exhibits 6 and 7 respectively this morning, that would enable us to straighten that matter up.

THE COMMISSIONER: Well if you will let counsel have those documents, Mr. Secretary.

THE SECRETARY: Yes, my lord.

MR. VIRTUE: Thank you, sir. They were just copies that were furnished by the Custodian but we will be responsible for them.

MR. HUNTER: In checking those, while the date was in '45, the property was sold some time in '44 under

the agreement for sale, and I haven't yet been able to find the precise date, but we will try to have that for you at the next hearing.

THE COMMISSIONER: That is in relation to claim No. 468, is it?

MR. HENTON: Yes, sir, Inaba.

THE COMMISSIONER: Very well.

(PROCEEDINGS ADJOURNED UNTIL MARCH 30/48).

10

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

S.E. Howard
"S.E. HOWARD"
Official Reporter.

20

30

Discussion.
M. Inaba,
Recalled.

Lethbridge, Alberta,

March 30th, 1948.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

THE COMMISSIONER: With which claim are you proceeding?

MR. VIRTUE: With the Inaba case. You remember that is the one we were going to finish up.

THE COMMISSIONER: That is right.

MR. VIRTUE: This man has already been sworn.

MARANOBU INABA, the claimant herein, recalled, testified further as follows:

20

EXAMINATION CONTINUED BY MR. VIRTUE:

Q Now, you will remember that some questions were asked about the payments you had made on your land?

A Yes.

Q And since that time you have prepared a statement with the help of your Interpreter showing what payments you have made and how they were to be applied?

A Yes.

20

Q Is this statement, including the pencilled memorandum on it, a correct statement of the payments you made and the way you wanted them applied?

A Yes.

MR. VIRTUE: I will put that in, sir, as an exhibit, because after the statement was handed in a couple of days ago, I discovered there was another payment of \$500.00, and I have told my learned friend about it.

THE COMMISSIONER: We have it already. Let me see it, Mr. Secretary. This has already been filed as Exhibit 10.

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E. Inaba,
In Chief.

20

MR. VIRTUE: Yes, except there is the pencilled memorandum about the additional payment of \$500.00.

THE COMMISSIONER: That relates to properties "A" and "B", I take it?

MR. VIRTUE: That is "A" and "B", sir.

THE COMMISSIONER: And he requests that of the \$500.00 paid, \$300.00 shall be applied on "A" and \$200.00 on "B".

10 MR. VIRTUE: That is what he says now, sir, but at the time the payment was made, he simply made the payment and they didn't discuss it.

THE COMMISSIONER: There was no apportionment then.

MR. VIRTUE: No, sir. I want to file that.

THE COMMISSIONER: No, I have made the addition to Exhibit 10.

MR. VIRTUE: Q: Now you have seen a letter dated February 23rd, 1944, written by the Custodian to you -- an airmail letter?

A: Yes, I received this and I know all about it.

Q Did you answer that letter?

A: Yes.

20 Q And what did you say to the Custodian about the proposed sale to Mr. Towse?

THE COMMISSIONER: Has the Custodian got the letter?

MR. HUNTER: I think we have a copy of it. Is it dated February 23rd, 1944?

MR. VIRTUE: If you have the original I would like to have it.

MR. HUNTER: We wouldn't have the original, he would have it.

30 THE COMMISSIONER: No, it is his letter to the Custodian.

H. Inaba,
In Chief.

Discussion.

MR. HUNTER: Oh, I am sorry. I don't appear to have it, unless it is in the master file.

MR. VIRTUE: Well I will ask him about it, sir, and if the letter itself can be produced later on, I have no objection to that.

THE COMMISSIONER: You better put the original letter in now.

MR. VIRTUE: I will offer that as the next exhibit.

(LETTER MARKED EXHIBIT NO. 11).

10 Q Now, what did you say in answer to that letter, that is with regard to the proposal that your land be sold to Towne for \$7500.00?

A The price of \$7500.00 was far too low, and if they would sell it at \$12,500.00 or \$12,000.00, I would be agreeable.

MR. VIRTUE: Thank you.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted that the personal property which was sold was sold for its fair market value. It is submitted that the claims made for property which was not found, abandoned or lost, destroyed or stolen, are exorbitant. I would file a new analysis, my lord.

(ANALYSIS MARKED EXHIBIT NO. 12).

MR. HUNTER: Has the lease been filed as an exhibit, my lord?

THE COMMISSIONER: Apparently not.

MR. HUNTER: Have you a copy of the lease, Mr. Virtue?

MR. VIRTUE: No, we don't seem to have the lease here,

3 Mr. Hunter, I am sorry.

MR. HUNTER: Or the agreement for sale of the growing crop.

MR. VIRTUE: I think you put in the two original agreements for sale, didn't you? I just have copies which were furnished by you.

MR. HUNTER: Those were the ones that were produced by the claimant originally.

MR. VIRTUE: I beg your pardon?

MR. HUNTER: We will ask the claimant about it.

10 CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Inaba, you made some kind of a deal with Mr. Towes before you left, I believe? What was that deal?
A: The first year's crop was to be sold to Towes at \$1500.00.

Q You also sold certain things to Mr. Towes for \$75.00, didn't you?
A: Yes, I did. I sold a horse for \$75.00.

Q According to our information, you also sold these other things (indicating), is that correct?

20 A I bought the horse for \$125.00 and I couldn't have put in these other things, too. I definitely didn't sell those things to Towes. It was only the horse.

THE COMMISSIONER: What are those things?

MR. HUNTER: They are on page 2 of the analysis, my lord.

THE COMMISSIONER: That is of the analysis marked Exhibit 12, is that it?

MR. HUNTER: Yes, my lord. Are you sure we haven't that lease? I was sure that lease was filed.

THE COMMISSIONER: Here are the exhibits, Mr. Secretary.

30 MR. VIRTUE: May I ask what it is you are looking for?

M. Imba,
Cross-Exam.
Discussion.

MR. HUNTER: The agreement for selling the crop.

MR. VIRTUE: Oh yes. No, we don't seem to have it, unless it was put in.

MR. HUNTER: It may be, my lord. It is on the master file. Mr. Shears has gone over to get it.

I think it will be found that what is in the analysis here is in accordance with the documents, anyway.

10 THE COMMISSIONER: Is there anything further you wish to cross-examine this man on; if not, we might stand him down until you get the lease.

MR. HUNTER: I don't think there is anything further.

MR. VIRTUE: As far as that goes, if my learned friend produces the lease with his signature on it, I would be glad to admit it.

THE COMMISSIONER: We can stand it down in the meantime and proceed with another claim.

MR. VIRTUE: I don't think anything has been said about the fire insurance. When my learned friend is finished with this witness, I want to ask him a question. Could I ask my learned friend about the fire insurance now? Probably he will admit it.

20 MR. HUNTER: I am afraid I can't, my lord. The description of the property here isn't adequate enough to allocate it to the property in question.

MR. VIRTUE: Then I will ask the witness about it.

Q I show you a policy of fire insurance. Was that fire insurance carried on the dwelling house which is in question here?

A: Yes.

30 MR. VIRTUE: That is a policy, sir, for \$2000.00 on the dwelling house only in question here.

H. Inaba,
Discussion.
Cross-Exam.

THE COMMISSIONER: Yes. All right, you can stand down now, Inaba. Tell him we require him again.

(Witness aside)

MR. HUNTER: My lord, despite Mr. Shears' departure, I do find it now, attached to another document.

MR. VIRTUE: Perhaps if my friend doesn't want to cross-examine, he can show it to me and I will admit it and be done with it.

MR. HUNTER: This is only a typewritten copy.

10 MR. VIRTUE: Well, it isn't signed, sir, so I can't admit it.

MASANOBU INABA, the claimant herein,
recalled, testified further as
follows:

CROSS-EXAMINATION CONTINUED BY MR. HUNTER:

Q Mr. Inaba, is this a true copy of the agreement which you made with Towns? A: He says I can't identify this as I haven't signed it.

Q I see. Where is your copy of the lease?

20 A I can't reply definitely as there is no signature on that.

Q I asked you where your copy was.

A It is probably in Mr. Shinnick's or Shinnick's office. He made all the arrangements.

Q I understood Mr. James M. Campbell, your lawyer, made these arrangements?

A The arrangements were made with Shinnick but I didn't use Campbell. I made these arrangements with Shinnick.

30 Q Did you not use Campbell as your solicitor?

H. Inaba,
Cross-Exam.

A Yes, I employed Campbell.

MR. HUNTER: We can't go any further with that, my lord.
We will have to call Mr. Campbell and have him
justify the lease.

THE COMMISSIONER: Do you wish to file the agreement now?

MR. HUNTER: Yes, we could.

MR. VIRTUE: This is simply --

10 THE COMMISSIONER: -- for identification, Mr. Virtue, not
as an exhibit. It is simply to be marked for iden-
tification so we know later which document is
being discussed now.

MR. HUNTER: Q: Where did you sign the agreement you
made with Towns?

A: In
Campbell's office.

Q Did you leave your copy there or with Mr. Shimick?

A I didn't receive a copy.

Q I see. Did you read the agreement before you signed
it?

A: I don't understand
English so I couldn't read it.

20 Q Was it read to you? A: I think I might know
it but I am not certain.

Q And how much did you say the terms were?

THE COMMISSIONER: What is your question?

MR. HUNTER: Q: How much were the terms? \$1500.00, did
you say?

A: I think \$1500.00.

Q I suggest it was \$1700.00, is that right?

A I don't know. It may have been a mistake on my part.

MR. HUNTER: Yes, I file that letter for identification.

30 THE COMMISSIONER: Mr. Secretary, will you mark that
document "A" for identification? It is not received

as an exhibit.

(DOCUMENT MARKED "A" FOR IDENTIFICATION).

THE COMMISSIONER: Is that all, Mr. Hunter?

MR. HUNTER: That is all, my lord.

THE COMMISSIONER: That is all, thank you, Igaba.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

10

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

20

30

4602
E/713

July 11, 1951.

Mr. Tadaichi SHIRAKAWA,
No. 573, Asa-Obara,
Nishi-Suda-mura, Chikugyo-gun,
Fukuoka-ken, Japan.

Dear Sir:

Acting on instructions we have now received from Ottawa,
we enclose herein a cheque in your favour for the sum of \$10,860.46
represented by the following:

<u>Real Property</u>	
Sold under Agreement for Sale	\$7,500.00
Interest " " "	685.31
	<u>\$8,185.31</u>
Expenses, Taxes, Appraisals	<u>116.21</u>
	\$ 8,069.10
B.C. Electric Refund	5.00
P.C.U. Shares	11.20
Japan & Canada Trust Savings A/C	<u>1.22</u>
	\$ 8,088.52
P.S. Ross debt due Shirakawa by T. Matsuyama Co.	<u>1,038.48</u>
	\$11,127.00
2% on \$11,127.00	\$222.54
2% on \$2200.22 (Int. on Ins. Pol.)	<u>44.00</u>
	<u>266.54</u>
	\$10,860.46

We understand that the matter of proceeds of the Sun Life
Insurance policy has been dealt with by Ottawa.

Yours truly,

F. G. Shears,
Director.

FGS/GH
Encl.

P. S. Kindly acknowledge receipt.

506 Royal Bank Bldg.,
Vancouver, B.C.,
July 11, 1951.

W/713
1402

K. W. Wright, Esq., K.C.,
Chief Counsel,
Office of the Custodian,
Victoria Building,
7 O'Connor St.,
Ottawa, Ontario.

Dear Mr. Wright:

Re: Tadaichi SHIRAKAWA
Your File J-160

Referring to your letter of June 26th, we have now
forwarded to Mr. Shirakawa at the following address:

No. 573, Ama-Obara
Nishi-Suda-mura, Chikugyo-Gun
Fukuoka-ken, Japan

cheque in his favour for the sum of \$10,860.46. This amount represents
the balance of the funds held by this office after deducting the sum
of \$266.54 which represents Custodian fees of 2%, and a cheque for
this amount in favour of the Custodian, is enclosed herein.

Yours very truly,

F. G. Shears,
Director.

FGS/ON
Encl.

DEFENCE BRIEF

Masanobu INABA

File No. 4602

Case No. 468

Chattels
Farm Lands not VLA

REAL PROPERTY CLAIMS

I. Real Property Claim

\$12,620.00

Sold for

\$7500.00.

Witness - Appraiser - Hal Menzies, Naney, B.C.

Two parcels of land involved herein.

Parcel A

Assessment: Land 1087.00
Bldgs 1600.00

Custodian Val'n Land 3250.00
Bldgs 200.00

Parcel B

Assessment: Land 525.00
Bldgs 1500.00

Custodian Val'n Land 2000.00
Bldgs 1145.00

Total Assessments A & B \$4712.00

Total Valuation \$6595.00

Cost Price - 1938 - \$8500.00

Value - Improvements 3630.00.

Percentages -

Custodian sale price to Assessment -
159%

To Claim - 59%

Note Blue memorandum in file dated 21st March, 1944. It is an extract from the minutes of the Advisory Committee on Rural Properties held on 8th March, 1944.

Veterans' Land had offered \$3189.00. The purchaser TOEWS offer (which was accepted) was \$7500.00. It would therefore seem that this sale price was quite fair. The claim involves fair market value only.

The question of the amount of the claimant's equity is not very clear. The History of the Administration is set out in the memo attached. It would appear that unless any recommendation is made for an amount which, together with the proceeds of sale, will exceed the balance due the unpaid vendor, there will be no sum available for Inaba - See Mr. Shear's letter to Virtue & Russell, May 26/48.

James M. Campbell, Barrister, of Mission, to be called to identify Agreement for selling the crop. Typewritten copy marked "A" for Identification".

See p.22,23,24,25,26 - Transcript.

PERSONAL PROPERTY CLAIMS
(All claims shown are Gross)

2. Chattel Claim

\$1302.50

Sale Price

(a) Goods sold by Auction for \$170.65	
Valued at	\$267.00
(b) Goods sold by claimant (To Tenant)	222.00
(c) Sales with Real Property	220.00
(d) Left with Agent	120.70
(e) Abandoned	90.50
(f) Recorded but now missing	229.10
(g) No record at any time	153.20
Total	1302.50

Percentage between receipts and claim
(Sale by Auction)

63%

Custodian Representative at Auction - Mr. Ure.

Note: Claim for Co-op shares disallowed - P.2-3 transcript.
The value of goods recorded herein as "Recorded and now missing" is made up from the items listed in Revised Analysis (Ex.12) as DECLARED BUT NOT ON INVENTORY AND UNSOLD, and NOT DECLARED BUT ON INVENTORY AND NOT SOLD. The item listed on Analysis as used by Purchaser of crop has been listed herein as SALES WITH REAL PROPERTY.

Specific chattels referred to -

Washing machine - p.9

Sprayer - p. 6

Defence submission at P.21.

There are practically no references to chattels in Transcript.

The lease and Sale Agreement re Crop included the sale of 1 horse, farm tools and 6 cords of wood, for \$75.00. - See extract on file and P.22. Transcript. See also Revised Analysis - Exhibit 12.

Copy of letter from Inaba to Custodian dated Feb. 29, 1944, in reply to Custodian's letter of Feb. 23/44 as referred to P.20 transcript - now in file - Filed immediately after Exhibit 11.

Summary of Defence Witnesses

Where Required

Hal Menzies	1	To justify appraisal.
James W. Campbell	1	To identify Agreement.
Mr. Ure	2	Attended Auction.

JLG/mm

Name of Claimant **INABA, Masanebu**Case **468**Custodian File **4602**

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
		7500		.00 12.50						762.50
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
266.00	170.65	51.19	64.15%	600.00	383.46		434.65			
TOTAL RECOMMENDATION										1197.15