

5060

RECEIVED

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: AOKI KyuichiHOME ADDRESS: Grand Ave., Mission B.C.REGISTRATION NUMBER 13209 SEX: Male AGE: 44OCCUPATION: Strawberry Grower

(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: SelfMARRIED? YesNAME OF WIFE OR HUSBAND: Masano 12267ADDRESS OF WIFE OR HUSBAND: Grand Ave., Mission B.C.NAMES OF ANY LIVING CHILDREN: Notuo (M) Takashi (M) Shiferu (M)ADDRESS OF CHILDREN: Grand Ave., Mission B.C.AGE OF CHILDREN: 15, 13, 9.

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

1. LOCATION AND DESCRIPTION: Lot 192, Section 21, Township 17, Map 955.No. 97013E. District of New Westminster B.C. Lots 184 and 185 of E. Section21, Township 17, Map 955. District of New Westminster B.C.2. BUILDINGS AND OTHER IMPROVEMENTS. Lot 185) 2 Storey wooden frame dwellinghouse, 5 rooms. Lot 192) 2 Storey wooden frame dwelling house, 5 rooms.Wood Shed, Tool House, Pick House, 1 Garage, 1 Barn,3. INSURANCE (Give particulars; state where policies are) Royal Insurance Co.\$1500.00. on House and Furniture. No. 695653. Policy in declarants possession.4. TAXES (Amount and where payable) Taxes on land for 1941 paid Amount \$62.41.
Payable at Mission B.C.

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

none6. OCCUPANCY AND LEASES (If vacant so state) Occupied by owner

7/18

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In decedents possession
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: none
9. IF FARM LAND STATE CROPS SOWN Strawberry, ^BRasperry, Rhubarb,
Asparagus, Fruit Trees, Logan Berry, Evergreen, Blackberry,
Sold 1942 Crops ~~XX~~ Name Unknown. \$600

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1, Section 2
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:

Tables, Chairs, Gramophone, Beds, Dressers, Sewing Machine, Stove (#)

Electric Pump, Sofa, All to be left in house. Grand Ave., Mission B.C.

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

1 Horse

Sold with ~~carriage~~. To be loaned to person buying one.

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

4. INSURANCE CARRIED ON ABOVE PROPERTY: none5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: none6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
none7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
\$50.00 Victory Bond. \$25.00 War Savings Certificate. 4--\$5.00 War Savings Certificates
In declarants possession.8. BANK ACCOUNTS: none9. LIFE INSURANCE: Sun Life Assurance Co. \$2000.00. Beneficiary Wife Masano.
Policy No. 2033408. Policy in declarants possession.10. INTEREST IN ANY ESTATES OR TRUSTS: none11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: none2. TRADE DEBTS: none

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

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

Dated this 17th day of April 1942.

(Signature)

K. A. K.

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date 12/1/45

File No. 5060

1 Name Aski, Kiyuichi
(Surname in Block Letters)

Registration No. 13209

Male - Female
(check)

Age Aug 7, 1896

Former Address P.O. Box 45, Mission City, B.C.

Date Evacuated May 2/42 Naturalized - Canadian-Born - National
(check)

Present Address P. Kook & J. S. McDermid,
Lethbridge, Alta Kipp Alta

Married - Single
(check)

Name of Wife Narazaki, Mame

Name of Husband

Name of Mother Deceased Name of Father Deceased

Names of Children under 16 Nobuo (M) 14/8/26 Takashi (M) 18/2/29
Shigeru (M) 20/8/33

Requested by Registered with Custodian yes
(Yes or No)

Additional Information Strawberry Grower
Owner of 12 acres & 1 house & 1 ton truck

REAL PROPERTY SUMMARY

File 5060

V.L.A. B.C. 309-P

JAPANESE NAME: Kyuichi AOKI - - Reg. No. 13209.

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

PROPERTY ADDRESS: Grand Ave., Mission, B. C.

LEGAL DESCRIPTION: Block 184 of the East portion of Section 21 Township 17 Map 955 Village of Mission in the District of New Westminster and Lots 185 and 192 of Section 21 Township 17 Map 955 Village of Mission in the District of New Westminster.

TITLE: In the name of Kijuichi AOKI.

INCUMBRANCE: Vesting 24255 - 7th July 1945.

ASSESSED VALUE: 1942 - Blk. 184 and Lot 185 - 8 acres.
Land \$800.00
Improvements \$700.00 Total \$1500.00 Taxes - Village and District \$30.60.

1943 - Lot 192 - 4 acres.
Land \$400.00
Improvements \$350.00 Total \$750.00 Taxes - Village and District \$15.91.

CLASSIFICATION:

Blk. 184 and Lot 185 - Inspector reported July 30th, 1942, a farm of 8 acres all cleared with $\frac{1}{4}$ acre blackberries, 4 acres strawberries, $\frac{1}{8}$ acre asparagus, $\frac{1}{4}$ acre raspberries, $\frac{1}{4}$ acre mixed fruit trees, $\frac{1}{8}$ acre loganberries, with a $1\frac{1}{2}$ storey frame house 24 x 30, 5 rooms in fair condition and packing shed, poor, garage and packing shed 10 x 16, fair, woodshed, pickers house, new, 4 rooms 18 x 24, barn poor, 2 storey rhubarb house poor, 26 x 44, rhubarb house 16 x 30, poor. Occupied at date of inspection by Nicolas WASYLYSHYN.

Lot 192 - Inspector reported July 30th, 1942, farm of 4 acres with 1 acre in rhubarb, $1\frac{1}{2}$ storey frame house 22 x 34, 6 rooms in poor condition and 1 shack used as packing shed. Occupied by Nicolas WASYLYSHYN.

HISTORY OF
ADMINISTRATION:

The three lots - 184, 185 and 192 were rented through the Pacific Co-operative Union for the year 1942 to Nicolas WASYLYSHYN together with crop thereon for the sum of \$600.00, which rental was paid to the owner, Kyuichi AOKI.

Leased by the Secretary of State of Lots 184 and 185, dated the 21st December 1942 to Helen Fraser for the period from 1st November 1942 to the 31st October 1943 at \$10.00 per month. Of this rental, \$90.00 was paid into the Custodian and allowed as accrued rental to The Director The Veterans' Land Act. Lease given to The Director The Veterans' Land Act July 21st, 1943.

SOLD:

To The Director The Veterans' Land Act - Blk. 184 and Lot 185 for \$869.00 and Lot 192 for \$185.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

PERSONAL PROPERTY SUMMARY

File No. 5060

12th March, 1947.

Re: Kyuichi AOKI - Reg. No. 13209

CHATELS: The above Japanese registered with the Custodian on the 17th April, 1942, declaring a quantity of household furniture left on his property at Mission. He was evacuated on the 2nd May, 1942, after which it was found that the chattels had been leased to the lessee of the property. Our fieldmen inspected the property and inventoried the chattels on the 30th July, 1942. A copy of our inventory was sent to the Japanese who confirmed it as being correct on the 12th August, 1942.

After the berry crop was off in 1942, the lessee, put on the property by Aoki, left the property untenanted, but left the horse and some of the chattels with a well known citizen, L. Guilfoyle. However some of the items left on the property disappeared before the Custodian re-rented the property to Mrs. H. Fraser.

On the 10th January, 1944, the Custodian's fieldmen removed everything of sale value on the property to public auction where they were sold for the net sum of \$28.66.

The chattels and horse with Mr. Guilfoyle which in 1943, he had offered \$15.00, were overlooked until 1946, at which time we were advised that he had died. Arrangements were made with the auctioneer to sell the horse by auction from which the net sum of \$10.35 was received. We were however, unable to locate the other farm tools he had which were of apparent low value.

SPECIFIED ARTICLES: AOKI left his 1928 Ford truck with the Pacific Co-operative Union for sale. They sold the truck for \$80.62 which sum was forwarded to his credit here from which was paid an appraisal fee of \$4.00.

ACCOUNTS RECEIVABLE: AOKI's small credit balance with the Pacific Co-operative Union of \$7.67 was forwarded to this office and credited to his account on the 9th November, 1942.

When leasing his property in 1942, AOKI accepted a Pacific Co-operative Union post-dated cheque for \$300.00 as part of the consideration. This was forwarded to this office for collection which was effected and credited to his account here on the 8th January, 1943.

AOKI having paid for the funeral expenses of his son, received the proceeds of his son's War Savings Certificate, amounting to \$4.07 on the 13th September, 1946.

The B.C. Electric refunded to this office the sum of \$3.00 being AOKI's security deposit with them.

BONDS & INVESTMENTS: AOKI declared having a Victory bond and several War Savings Certificates. These were not brought under control by the Custodian.

Although he did not declare so, according to the records of the Pacific Co-op. Union he was the holder of \$80.00 worth of P.C.U. 1942 redeemable shares and \$40.00 worth of non-redeemable shares. The redeemable shares should be redeemed early in 1948. We have received \$4.92 interest on this shareholding to date, and this has been credited

PERSONAL PROPERTY SUMMARY (Cont'd)

File No. 5060

12th March, 1947.

to his account as received.

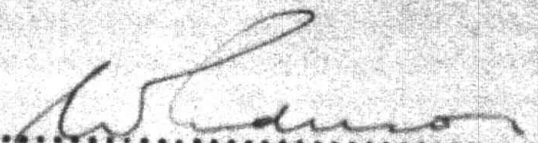
He also was a credited member of the Mission Japanese Farmers' Association. Upon liquidation of this Association his proportion was found to be \$55.89, according to the liquidators. This was mailed to him from this office on the 17th December, 1946.

LIFE INSURANCE: AOKI declared having a Sun Life Insurance policy, but this was not brought under control or administered in any way by the Custodian.

This file reveals no other personal property assets.

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

WEA:HA


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File No. 12207

CLAIMS DEPARTMENT

February 16th, 1944

Kyuichi AOKI - Reg. No. 13209

DEBITORS

Provincial Board of Health \$918.00

a/o Hideo AOKI (son) St. Joseph's Oriental

Hospital. Nov. 16/41 - Aug. 28/42

amount - \$855.00

Less - 45.00

\$810.00

a/o Mrs. Masano AOKI (wife) St. Jos. Or. Hosp.

May 7/42 - June 12/42 died Nov Denver 15-7-44

amount - \$108.00

B. C. Sec. Com. Funeral Expenses (Hideo)

Funeral Expenses (Masano)

75.00

80.00

Credit Balance as at Feb. 16/44 - \$28.68

155.00

/DE

NOTE: Copy for wife's file No. 12207.

13-10-42 - B. C. Sec. Com. - 75.00

Funeral Expenses
of Hideo Aoki

C. Bal. 108.75

20-3-43
30-3-43
1-4-43
P

3-16-44

NAME ASHI, KyuichiREGISTRATION NO. 13209FILE NO. 5060

The following chattels were sold by public auction at Mission, B.C.
on January 10, 1944.

1 Table	\$ 1.00
1 Box heater	1.00
1 Table	0.50
Chest drawers	2.75
1 Stand	0.60
1 Axe	0.25
Fork heads and saw handle	0.35
1 Shovel	0.50
1 Lamp and shovel head	0.10
1 stove	3.75
1 High chair	1.00
1 Couch	6.00
1 Wicker chair	2.50
Chest drawers	2.50
1 Kitchen cabinet	3.00
1 Kitchen cabinet	4.75
1 table	1.75
1 Gramophone	6.00
1 Oil drum	0.50
1 Sythe	0.50

Total	\$39.30
(Auctioneer's Fee: \$3.93	
Less Expenses: (Advertising: 0.29	
(Movings: 6.42	\$30.64
Net Proceeds Credited:	\$28.66

Members of Custodian Staff Present. Mr. W.E. Anderson

Extracted from Auctioneering List No. Mission 13.

Remarks.

NAME AOKI, Kyuichi

REGISTRATION NO. 13209

FILE NO. 3360

The following chattels were sold by public
 auction at Mission 13, C. on January 13, 1944.

- 1 Table	\$ 1.00
- 1 Box heater	1.00
- 1 Table	0.50
- Chest drawers	2.75
- 1 Stand	0.60
- 1 Axe	0.25
- Fork heads and saw handle	0.35
- 1 Shovel	0.50
- 1 Lamp and shovel head	0.10
- 1 Stove	3.75
- 1 High chair	1.00
- 1 Couch	6.00
- 1 Wicker chair	2.50
- 1 Kitchen cabinet	3.00
- 1 Kitchen cabinet	4.75
- 1 Table	1.75
- 1 Gramophone	6.00
- 1 Oil drum	0.50
- 1 Sythe	0.50
	7.50

Total

Less Expenses: (Auctioneer's Fee: \$ 3.93
 (Advertising: 0.29
 (Carriage: 5.42

Net Proceeds Credited:

\$ 39.30
\$ 10.64
\$ 28.66

Members of Custodian Staff Present.

Mr. W.E. Anderson

Extracted from Auctioneering List No.

Mission 13.

Remarks.

filed 12/3/47

MEMORANDUM RE SALE OF CHATTELS

(Apart from Auction Sales)

FILE NO:

5060

NAME:

AGUT, Kyoichi (Mr.)

DATE ADVERTISED:

(or other information)

APPRAISER'S NAME:

J. H. Harkins

VALUATION:

\$13.00

PURCHASE PRICE:

\$13.00

COMMITTEE'S APPROVAL:

PURCHASER'S FULL NAME:

W. Klontz

ADDRESS:

Stratton, D.C.

OCCUPATION:

BILL OF SALE REQUIRED:

(state if purchase
price already paid or
arrangements made)

YES

XXXX

NO

Paid in full.

ENCUMBRANCES, IF ANY:

LIST OF CHATTELS SOLD:

1 Horse

\$13.00

Less Cartage/ \$2.00

Commission: \$0.65

\$2.65

\$10.35

Transferred from file 4612 - March 13, 1947. C-5.

Original receipt - No. 14351, sales slip and receipt for paid moving charges will be found on file 4612.

NAME ACHI, KiyoshiREGISTRATION NO. 13209FILE NO. 5060

The following chattels were sold by public auction at Mission, B.C.
on January 10, 1944.

1 Table	\$ 1.00
1 Box heater	1.00
1 Table	0.50
Chest drawers	2.75
1 Stand	0.60
1 Axe	0.25
Fork heads and saw handle	0.35
1 Shovel	0.50
1 Lamp and shovel head	0.10
1 stove	3.75
1 High chair	1.00
1 Couch	6.00
1 Wicker chair	2.50
Chest drawers	2.50
1 Kitchen cabinet	3.00
1 Kitchen cabinet	4.75
1 table	1.75
1 Gramophone	6.00
1 Oil drum	0.50
1 Sythe	0.50

Total	\$39.30
(Auctioneer's Fee: \$3.93	
Less Expenses: (Advertising: 0.29	
(Moving: 6.42	\$10.64
Net Proceeds Credited:	\$28.66

Members of Custodian Staff Present. Mr. W.E. Anderson

Extracted from Auctioneering List No. Mission 13.

Remarks.

F. 37¹⁰
T. 2²⁰

MEMORANDUM RE SALE OF CHATTELS

(Apart from Auction Sales)

FILE NO: 5060

NAME: AOKI, Kynichi (Mr.)

DATE ADVERTISED:
(or other information)

APPRAISER'S NAME: J.H. Harkies

VALUATION: \$13.00

PURCHASE PRICE: \$13.00

COMMITTEE'S APPROVAL:

PURCHASER'S FULL NAME: W. Klontz

ADDRESS: Stratton, B.C.

OCCUPATION:

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

YES

NO

Paid in full

ENCUMBRANCES, IF ANY:

LIST OF CHATTELS SOLD:

1 horse

\$13.00

Less cartage: \$2.00

Commission: 0.65

2.65

\$10.35

Original receipt - No. 14351, sales slip and receipt for paid moving
charges will be found on file 4612.

LIABILITY SUMMARY

File 5060

Re: Kyuichi AOKI

Reg. No. 13209.

There were filed against Kyuichi AOKI the following claims.

Collector of Institutional Revenue - \$918.00.
This claim was reduced to \$400.00 on the 6th October 1944.

The Welfare Department of the B.C. Security Commission filed a claim for funeral expenses of Masano AOKI and Hideo AOKI of \$80.00 and \$75.00 respectively. ✓

All three above claims were confirmed by Kyuichi AOKI on the 17th October 1944 and were paid by the Custodian on the 16th November 1944. ✓

No other claims recorded on file.

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

Dulleraphane

DATED July 9th, 1946.

IM:ML

FIRE INSURANCE SUMMARY

File 5060

Re: Kyuichi AKI

Reg. No. 13209.

Insurance was carried by the owner of \$1000.00 on building and \$500.00 on contents of building on Lot 180 Subdivision of Section 21, Township 17 in the Royal Insurance Co. Ltd., policy 695653, expiring on the 19th September 1941. There was no insurance carried on buildings on the other two lots - 184 and 182. This insurance was transferred to The Director The Veterans' Land Act on the 22nd December 1943 and a refund of \$11.44 credited to the account of Kyuichi AKI.

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



DATED July 9th, 1946.

DMH

13209

THE ABBEY

ACKI, Kyatchi

FILE NO.

5060

[illegible]

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name AOKI, Mr. Kiuchi
Calgary, Alberta

File No. 5060

Reg. No. 13209

Company Sun Life

Agency Vancouver

Policy No. 2033408

Premium - \$ 85.90

Payable: ^x Annually, Semi-annually or monthly

Month October Day 1st

REMARKS:

Index

*3rd letter 118
sent Aug 24/43*

MEMORANDUM

To: File 5060

May 2, 1944.

From: Specified Articles Department

Re: AOKI, Kyuichi - Reg. 13209

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
TRUCK	1928 Ford Light Del. No. T202 License No. (41) CX 453	Not given ^{75.00}

The above truck was transferred to the Pacific Co-operative Union on March 9, 1942, and was later sold for \$80.62.

Harker

To be handed to the applicant.

Licence No. CX453

Year 1941

PROVINCE OF BRITISH COLUMBIA

"MOTOR-VEHICLE ACT."

Revenue
Receipt

No.

70245

F



TRANSFER OF LICENCE FOR MOTOR-VEHICLE

THIS IS TO CERTIFY THAT, notice having been filed with me pursuant to the provisions of the "Motor-vehicle Act" of the transfer of the motor-vehicle registered under Motor-vehicle Licence No. CX453 from Kyunchi Asaki of Mission, B.C., as vendor, to Asahi's C.O.P. Union of Mission, B.C., as purchaser, and the prescribed transfer fee of seventy-five cents having been paid to me, the said licence is hereby transferred to the said purchaser of the motor-vehicle.

COMMISSIONER OF PROVINCIAL POLICE

Dated this 9 day of March 1942, at Mission, B.C. Per [Signature]
(Signature of issuing official.)
Official position B.C.P.

ROYAL CANADIAN MOUNTED POLICE

Detachment

Reissue No.

FOR USE WHEN APPROPRIATE

EXHIBIT REPORT

Detachment File No.
 Sub-Division File No.
 Division File No. **HR69-6-13-3**
 Headquarters File No.

Detachment
 Sub-Division
 Division
 Date **March (2) 19 48**

RE: **Kyuichi AOKI P O RAN, 40 Mission S O**
 On **March 19 19 48 Goodfellow K R**
MEMBER'S NAME

Came into possession of the following goods by:-

SURRENDERED UNDER O.I.G. P.O. 1486

Grand Ave Box 45

NO. OF PAGE	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
	LICENSE NO. (41) CX453 MAKE & MODEL Ford A Truck SERIAL NO. ENGINE NO. 38810 SPEEDOMETER READING CONDITION Poor	TIRE NUMBERS 5
	EXTRA EQUIPMENT	EXHIBIT No. <u>1046-6</u> DATE <u>14 May 1948</u> FILED BY <u>J. W. G. Munton</u>
	DESCRIPTION & CONDITION VERIFIED <i>Y Kyuichi Aoki</i> Windshield Cracked Generally in Bad Shape 15209	
	Signature of Owner Japanese Registration No.	
	Handed over to representative of Custodian whose signature in receipt thereof appears hereunder <i>[Signature]</i>	
DATE:	March 19/48	<i>[Signature]</i> SIGNATURE OF MEMBER SUBMITTING REPORT

5060

Bill
out to Anderson

LIST OF CHATTELS OF KYUICHI AOKI

at 1612 Grand Ave., Mission, B. C.

In house. (downstairs.)

Heater.
Kitchen table.
Kitchen range.
4 Kitchen chairs.
Kitchen cabinet.
Bed.
Linoleum rug.
Chest of drawers.
Couch.
Easy chair.
China cabinet.
Gramophone.

In house. (upstairs)

42 Quart Sealers.
13-2 Quart Sealers.
Baby carriage.
High chair.
Screen door.
2 Electric Heater.
2 Coal oil lamps.
Few dishes & kitchen utensils
Straw suitcase. (cont. old clothes)
Bed.
Bedstead.

In the barn.

Horse & harness. (horse very lame)
Shovel.
Hay fork.
Potato digger.
Axe. *hoe*

In rhubarb house.

Scythe.
Platform scale.
30 gal. steel drum.
2 Heaters.
100' $\frac{1}{2}$ " garden hose. (old)

Electric Water Pump

EXHIBIT NO.

1046-5

DATE

14 May 1948

FILED BY

J. W. G. Hunter

These items represent all of my chattels remaining in the
restricted area of British Columbia.

Dated *Aug 12*

Confirmed *Kyuchi Aoki*

Please sign and return one copy to the Custodian.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
AUG 18 1942

Canada

**DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN**

JAPANESE EVACUATION SECTION

File No. 5060

Reg. No. 13209

506 Royal Bank Building,
Vancouver, B. C.

MAY 27 1944

Mr. Kynichi AOKI,
c/o A. Koole,
Kipp, Alberta.

Dear Sir:

Re: Grand Avenue, Mission, B. C.
Lots 184 & 185 of Section 21, Township 17, Map 955,
District of New Westminster, C. of E. 50021 & 50019.

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

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

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

Sale price of above described property	\$ 869.00
Add:	
Unexpired insurance premium as at January 1st, 1943	11.44
	<u>\$ 880.44</u>
Less:	
Tax arrears to December 31st, 1942	\$
Registration fee	6.00
Encumbrance—Principal	
—Interest	\$ 6.00
Net proceeds of sale	<u>\$ 874.44</u>

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

Yours truly,

F. G. SHEARS,
Director.

Canada

**DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN**

JAPANESE EVACUATION SECTION

File No. 5060

Reg. No. 13209

506 Royal Bank Building,
Vancouver, B. C.

MAY 27 1944

Mr. Kyoichi AOKI,
c/o A. Koole,
Edmonton, Alberta.

Dear Sir:

Re: Lot 192 of Section 21, Township 17, Map 955,
District of New Westminster, S. of E. 50020

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

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

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

Sale price of above described property	\$ 185.00
Add:	
Unexpired insurance premium as at January 1st, 1943	\$ 185.00

Less:

Tax arrears to December 31st, 1942	\$
Registration fee	3.00
Encumbrance—Principal	
—Interest	\$ 3.00
Net proceeds of sale	\$ 182.00

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

Yours truly,

F. G. SHEARS,
Director.

<u>1943</u>		<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
Jan. 1	Balance Brought Forward	\$	\$ 7.67	\$ 7.67
	Credit re Sale of Property		182.00	
	" " " " "		874.44	
	Land Registry Office C. of E. (3)	3.00		
Jan. 8	P.C.U. Cheque		300.00	
Apr. 8	Taxes District of Mission	20.40		
	" Village of Mission	32.21		
	Cheque to you	100.00		
Apr. 10	P.C.U. Balance re Truck		60.62	
19	Appraisal charges re Truck	4.00		
May 17	Cheque to you	100.00		
<u>1944</u>				
Jan. 20	Cheque to you	100.00		
Mar. 8	P.C.U. Int. on shares		1.60	
	" " " " "		.04	
		\$ 359.61	\$ 1446.37	

GR \$1056.76.

Know all Men by these Presents

That **CHIYOKICHI AOKI** of Mission City in the Province of British Columbia,
farmer

for divers good causes and considerations me thereunto moving,
HAVE nominated, constituted and appointed, and by these Presents **DO NOMINATE, CONSTITUTE**
and **APPOINT** my son ...

KYUICHI AOKI, of the same place, farmer

in the Province of

of

MY true and lawful Attorney, for me and in my name and on my behalf and for my sole and exclusive use and benefit, to demand, recover and receive from all and every or any person or persons, company or companies whomsoever all and every sum or sums of money, goods, chattels, effects and things whatsoever which now is or are, or which shall or may hereafter appear to be due, owing, payable or belonging to me whether for rent or arrears of rent or otherwise in respect of my real estate, or for the principal money and interest now or hereafter to become payable to me upon or in respect of any Agreement, Mortgage or other Security, or for the interest or dividends to accrue or become payable to me for or in respect of any shares, stock or interest which I may now or hereafter hold in any Joint Stock or Incorporated Company or Companies or for any moneys or securities for money which are now or hereafter may be due or owing or belonging to me upon any Bond, Note, Bill or Bills of Exchange, balance of Account Current, consignments, contract, decree, judgment, order or execution, or upon any other account.

ALSO to examine, state, settle, liquidate and adjust all or any account or accounts depending between myself and any person or persons, company or companies whomsoever. **AND** to purchase, sell, sign, draw, make, endorse, accept, discount, transfer, renew, negotiate and in every way deal with any Cheque or Cheques or orders for the payment of money, Bill or Bills of Exchange, or Note or Notes of Hand, promissory notes, deposit receipts, bonds, debentures, coupons, agreements of sale, or other security which shall be requisite. **AND** also in my name to draw upon any Bank or Banks, Individual or Individuals, for any sum or sums of money that is or are or may be to my credit or which I am or may be entitled to receive, and the same to deposit in any Bank or other place, and again at pleasure to draw from time to time as I could do. **AND** upon the recovery or receipt of all and every or any sum or sums of money, goods, chattels, effects or things due, owing, payable or belonging to me for me and in my name and as my act and deed to sign, execute and deliver such good and sufficient receipts, releases, discharges and acquittances, certificates, re-conveyances, surrenders, assignments, memorials, or other good and effectual discharges as may be requisite, and which receipt, releases and discharges shall exempt the persons paying such moneys, from all responsibility of seeing to the application thereof.

AND in case of neglect, refusal or delay on the part of any person or persons, company or companies to make and render just, true and full account, payment, delivery and satisfaction in the premises, him, them or any of them thereunto to compel, and for that purpose for me and in my name to make such claims and demands, arrests, seizures, levies, attachments, distrains and sequestrations, or to commence, institute, sue and prosecute to judgment and execution such actions, ejectments, and suits at law or in equity as my said Attorney or Attorneys shall think fit. **ALSO** to appear before all or any Judges, Magistrates or other Officers of the Courts of Law or Equity, and then and there to sue, plead, answer, defend and reply in all matters and causes concerning the premises.

AND ALSO to exercise and execute all Powers of Sale or Foreclosure, and all other powers and authorities vested in me by any mortgage or mortgages, contract or agreement now or hereafter belonging to me as Mortgagee.

AND ALSO in case of any difference or dispute with any person or persons concerning any of the matters aforesaid, or any other matters that may arise in connection therewith, to submit any such differences and disputes to arbitration or umpirage in such manner as my said Attorney or Attorneys shall see fit. **AND** to compound, compromise and accept part in satisfaction for the payment of the whole of any debt or sum of money payable to me, or to grant an extension of time for the payment of the same either with or without taking security, and otherwise to act in respect of the same as to my said Attorney or Attorneys shall appear most expedient.

To purchase, rent, sell, exchange, mortgage, lease, surrender, quit claim, and in every way deal with real estate, lands and premises and any interest therein now owned by me or hereafter acquired by me, and execute and deliver deeds, mortgages, agreements, leases, assignments, surrenders, and all other instruments.

AND ALSO for me and in my name, or otherwise on my behalf, to take possession of and to lease, let, sell, manage and improve my real estate, lands, messuages, tenements, and hereditaments, whatsoever, and wheresoever situated, now owned by me or hereafter acquired by or for me and from time to time to appoint any agent or agents, servant or servants, to assist him or them in managing the same, and to displace or remove such agents or servants, and appoint others, using therein the same power and discretion as I might do if personally present.

AND ALSO to sell and absolutely dispose of or exchange said real estate, lands and hereditaments, now owned by me or hereafter acquired by or for me, and also such shares, stocks, bonds, mortgages, and other securities for money as hereinbefore mentioned, either together or in parcels, for such price or prices, and by public auction or private sale or contract as to my said Attorney or Attorneys shall seem reasonable and expedient; **AND** to grant, remise, release, convey confirm, assign, transfer, and make over the same respectively to the purchaser or purchasers thereof; with power to give credit for the whole or any part of the purchase money thereof; **AND** to permit the same to remain unpaid for whatever time and upon whatever security, real and personal, either comprehending the purchased property or not, as my said Attorney or Attorneys shall think safe and proper.

AND ALSO to borrow such sums of money for or in relation to any of the purposes or objects herein, upon the security of any of my property, whether real or personal, and for such purposes to give and execute and acknowledge mortgage or mortgages, containing the usual statutory covenants and powers of sale on default, with such other powers and provisions as he may think proper, as also such notes, bonds or other securities as it may be necessary and proper to use therewith, and collateral thereto.

AND from time to time, as my said Attorney may see fit, to lend or invest any moneys of mine now in my said Attorney's hands, or hereafter to come into his hands, upon mortgage of real estate or interest therein, or upon such other securities, either real or personal, as my said Attorney may see fit, and upon such terms and conditions as my said Attorney may deem advisable, and from time to time to alter or vary such investments and assign or transfer the same, and, should my said Attorney see fit, to invest such moneys in the purchase in my name of any property, either real or personal upon such terms and conditions as my said Attorney may see fit.

AND FURTHER, for me and in my name and as my act and deed to sign, seal, execute, deliver, and acknowledge all such assurances, deeds, quit claim deeds, covenants, indentures, agreements, assignments, mortgages, releases, and satisfactions of mortgage and other instruments in writing, of whatsoever kind and nature, and generally to deal in and with goods, wares and merchandise, choses in action, and other property in possession or action, and to make, do, and transact all and every kind of business of what nature or kind soever as shall be required, and as my said Attorney or Attorneys shall see fit, for all or any of the purposes aforesaid; **AND** to sign and give receipts and discharges for all or any of the sum or sums of money which shall come into his or their hands by virtue of the powers herein contained which receipts, releases, or discharges, whether given in my name or in that of my said Attorney or Attorneys, shall exempt the person or persons paying such sum or sums of money from all responsibility of seeing to the application thereof.

AND ALSO for me and in my name, or otherwise, or on my behalf, to enter into any agreement or arrangements with every or any person to whom I am or shall be indebted touching the payment or satisfaction of his demand, or any part thereof; **AND** generally to act in relation to my estate and effects, real and personal, now or hereafter acquired, as fully and effectually, in all respects, as I could do if personally present.

AND HEREBY GRANT FULL POWER to my said Attorney or Attorneys to substitute and appoint one or more Attorney or Attorneys under him or them, with the same or more limited powers, and such substitute or substitutes at pleasure to remove and others to appoint, I hereby agreeing and covenanting for my heirs, executors, and administrators, to allow, ratify, and confirm whatsoever my said Attorney or Attorneys or his or their substitute or substitutes shall do or cause to be done in the premises by virtue of these Presents, including in such confirmation whatsoever shall be done between the time of my decease or of the revocation of these Presents, and the time of such decease or revocation becoming known to said Attorney, or such substitute or substitutes.

AS WITNESS my hand and seal this twenty-second day of November
in the year of our Lord one thousand nine hundred and forty- thirty-two

Signed, Sealed and Delibered
IN THE PRESENCE OF

Signature of Witness "J. C. McIntyre"

Address Mission City, B. C.

Occupation Notary Public

"Chiyokichi Aoki"

CANADA,
PROVINCE OF BRITISH COLUMBIA,
TO WIT:

I, KYUICHI AOKI of Mission City, in the
Province of British Columbia, do solemnly declare that:—

1. I am the Attorney appointed by the foregoing Power of Attorney.
2. At the time of such appointment, namely, on the* 22nd day of November 1932, I was of the full age of twenty-one years.

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 22nd
day of November..... 1932

"Kyuichi AOKI"

"J. C. McIntyre"

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

*(Fill in date of Power of Attorney here)

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the 22nd
Mission City.....
CHIYOKICHI AOKI

day of November 1932 at
in the Province of British Columbia,
(whose identity has been proved by the evidence on
who is) personally known to me, appeared

oath of 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 party, that he knows the contents thereof, and that he executed the same voluntarily, and he 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 22nd day of November
in the year of our Lord one thousand nine hundred and forty- thirty-two

"J. C. McIntyre"

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.

Dated November 22 1932

Chiyokichi Aoki

—TO—

Kyukichi Aoki

Power of Attorney

Chiyokichi Aoki, 141, Law Building and Notary
Vancouver, B.C.

Registered at New Westminster
B. C.

Land Registry Office
October 9th, 1941

#5253

Title 79196E

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA
To Wit:

I,
of

of the
in the Province of British Columbia,

make oath and say:

1. I was personally present and did see the within Instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said Instrument was executed at
3. I know the said part, and that of the full age of twenty-one years.
4. I am the subscribing witness to the said Instrument and am of the full age of sixteen years.

Sworn before me at

in the Province of British Columbia, this
day of

194

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

FARM LEASE

THIS INDENTURE made in duplicate the 14th day of April A.D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:- KYUICHI AOKI of Mission City
in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

NICOLAS WASILYSHYN of Chilliwack
in the Province of British Columbia
Farmer
(hereinafter called the Lessee)

Of the Second Part

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

Blocks 184 - 185 and 192 of Section Twenty-one (21) Township Seventeen
(17) Map 955

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

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

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of

Ten months to be computed from the first day of April A.D. 1942.

and from thenceforth next ensuing and fully to be completed and ended:

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of Six hundred (\$600.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged).

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

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

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

Four (4) acres of strawberries
One half ($\frac{1}{2}$) acre of raspberries
One quarter ($\frac{1}{4}$) acre of asparagus
One quarter ($\frac{1}{4}$) acre of loganberries
Three quarter ($\frac{3}{4}$) acres of blackberries
One (1) acre of rhubarb
Some fruit trees

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

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

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

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

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 1942, he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

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

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

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

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

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

Signed, Sealed and Delivered by
KYUICHI AOKI and NICOLAS WASYLYSHYN
in the presence of

K Aoki

M M Fletcher

N. Wasylshyn

AFFIDAVIT OF EXECUTION

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

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

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

M M Fletcher

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

5060

December 11th, 1942.

Mrs. H. Fraser,
Grand Ave.,
Mission, B. C.

Dear Madam:

Re: Kyoichi AOKI

According to your application to lease the above Japanese property, you are required to pay the sum of \$10.00 per month in advance from 1st of November, 1942.

Please be advised that all payments are to be made to this office, cheques to be made payable to the Custodian of Enemy Property.

Your co-operation in keeping payments up to date when due will be of great assistance to this office and very much appreciated.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

File No 5060

Dec 17 1942

Mr R L Richardson

INQUIRY SECTION

Rec'd DEC 21 1942

File No. 5060

Ans.

Referred

Sir

In answer to your
letter of December 11th.
I beg to say the Plow
and Cultivator and Harrow
are not in working order
Plow needs point & Land side
Cultivator needs Wheel &
Lever is ~~gone~~ gone. I have
written to that effect.
When I get them Harrow
is not so bad.

The Horse	8.10
Plow	1.50
Cultivator	1.50
Harrow	2.00
	<u>5.00</u>

I sold same last year in
better shape for the same
at my sale. (Over)

L H Guilfoyle
Mission City
RR1 BC

That all they are
worth.

5060

30th December, 1942.

Mr. Kyuichi Aoki,
Registration No. 13209,
c/o A. Koole & J.I. McDermott,
Coalhurst, Alta.

Dear Sir:

We have received an offer from Mr. L. Guilfoyle
to purchase the following articles at stated prices, and
would request that you give us your consent for sale of
same:-

Horse	-	\$10.00
Plough	-	1.50
Cultivator	-	1.50
Harrow	-	2.00

Yours truly,

R. D. Richardson,
Farm Department.

WEA:GF

File No. 5060

EVACUATION SECTION	
Rec'd	JAN 8 1943
File No.	5060
Ans.	
Preferred	<i>Anderson</i>

Jan. 5, 1943

Dear Sir.

I am sorry that I
don't want to sell the
articles that Mr. F. Gulfolye
wants to buy. The price is too
cheap so I don't want to sell
the articles.

yours truly,
Kiyuichi Aoki,
Registration No. 13209,
P.O. A. Kooke & J.L.
Mc Dermott

5060

March 13, 1943.

Mr. Kyuichi AOKI,
Registration Number 13209,
C/o Messrs. A. Koole and J. I. McDermott,
Coahurst, Alta.

Dear Sir:

Re: Royal Insurance Policy
Number 695653.

The above numbered policy covers for \$1,000.00 on the dwelling located on Block 185, Subdivision of Section 21, Township 17, on the East Side of Grand Avenue, Mission, B. C. and also for \$500.00 on household contents contained on the premises.

In checking your file I see that there are some other buildings including a small house and an old shack located on Lot 192 and being directly behind the premises covered under the above policy.

There is no insurance in force apparently, on these buildings and, unless you expressly request us to place insurance, we will do nothing further in that connection because apparently these buildings on Lot 192 are of very little value.

Yours truly,

S. M. Gibson,
Insurance Department.

SMG:MAD

File No. 5060

SUMMARY RELATIVE TO CLAIM OF
Kyuichi AOKI - Regn. No. 13209

Apr. 6/42

REAL PROPERTY:

1. Lots 184 & 185 of Sec. 21, Tp. 17, Map 955, Mission, D.N.W.
2. Lot 192 of Sec. 21, Tp. 17, Map 955, Mission, D.N.W.

	<u>Assessed Value</u>	<u>S.S. Bd. Appraisal</u>	<u>V.L.A. Purchase</u>	<u>Claimants Valuation</u>
1. Land	\$800.00	\$385.00		
Improvements	<u>700.00</u>	<u>500.00</u>		
	\$1500.00	\$885.00	\$869.00	
2. Land	400.00	187.50		
Improvements	<u>350.00</u>			
	<u>\$750.00</u>	<u>\$187.50</u>	<u>\$185.00</u>	
Grand total	\$2250.00	\$1072.50	\$1054.00	\$8000.00
		Less sale price		<u>1136.12</u> (\$1054.00)
		Amount of Claim		<u>\$6863.88</u> (\$6946.00)

EVACUATION SECTION	
Rec'd	MAY 12 1943
File No.	5060
Ans.	OK
Referred	Anderson

aut

Kipp Alberta
May 11, 1943

Dear Sir:

I have received the hundred dollar which you send me from the straw berry contract but I used the hundred dollar for the clothing and food that I had on. & cash. The B.C. Commission would not give us relief so would you send me the two hundred from the straw berry contract. I am in need of money. I can not find any work so as soon as the letter reaches send me the money of \$200 in amount

248.61

Yours truly
K. G. Galt

13209

Kipp, Alberta.
March 16th. 1943.

Mr. A. McAllister,
Claims Department,
Japanese Evacuation Section
Office of Custodian
Vancouver, B.C.

Dear Sir:

File No. 5060
13207

EVACUATION SECTION	
Rec'd	MAR 20 1943
File No.	5060 13207
Ans.	BKS
Referred	2nd 49-54

In answer to yours of February 16th, I have
no idea that this amount of \$918.00 against my son and
my wife's Hospital bill is correct or not.

And farther I am not able to pay this bill
as I am in the position not able to make my own living
that I am not making enough money to carry on.

I am sorry but this is the only thing I can
answer to you.

Yours truly,

K. Aoki

5060

May 15, 1943.

Mr. Ryuichi AOKI,
Registration No. 13209,
Kipp, Alberta.

Dear Sir:

Re: Your Truck and
The Pacific Co-operative Union

The purpose of this letter is to advise you for the sake of regularity that the Pacific Co-operative Union have effected sale of the truck you left with them, following appraisal made by the McDermott Motors, Ltd. When they consulted the Custodian's Office in this connection, we insisted that before sale was made your truck should be appraised by a competent appraiser. The appraised price set by the McDermott Motors, Ltd. was \$80.62 and sale was effected at that price and no commission was charged by the Pacific Co-operative Union.

The sum of \$80.62 has been forwarded to us by the Pacific Co-operative Union and has been credited by the Custodian to your account with us.

Yours truly,

R. P. Alexander,
Manager.

BPA:HA

RECEIVED TION SECT	
Rec'd	JAN 14 1944
File No.	5560
Ans.	WA
Referred	Anderson

Kipp Alberta,
Jan. 8, 1944.

Dear Sir

Would you please send us the remaining crop money. We are in urgent need of it. Our address is
M. Aoki. % A. Koole, Kipp Alberta.

Yours truly,
Registration No. 13209,

Kyuichi Aoki.

bu 128.68

WA 105f

5060

October 4th, 1944

Mr. Kyuichi AOKI,
Registration No. 13209,
Kipp, Alta.

Dear Sir:

Further to our letter to you dated the 21st of March, 1944 regarding the claims which were lodged against you by the Provincial Board of Health, amounting to \$918.00, as detailed to you in ours of the 16th of February, 1944. We have again taken this matter up with the Collector of Institutional Revenue and he has agreed to accept \$400.00 in full settlement of his claim, amounting to \$918.00. As you are aware your credit balance with the Custodian at this date amounts to \$1086.76.

We are of the opinion that the offer made by the Provincial Board of Health to accept a settlement of \$400.00 is a fair and reasonable offer, and we recommend that you agree to accept this offer. If you do agree to make a settlement as outlined above, please write us authorizing us to make a settlement as suggested from the funds which you have at your credit in this office.

Trusting to hear from you by return mail.

Yours truly,


AMcA:ND

A. McAlister,
Claims Department.

12207
9060

October 4th, 1944

Mr. W. L. Brown,
D. C. Security Commission,
360 Homer Street,
Vancouver, B. C.

Dear Sir:

re: Mrs. Masano AOKI
Reg. No. 13208,
(Deceased)

Replying to your letter of the 21st ultimo regarding the above. We wish to report that as far as we are aware there will be no Estate belonging to the Deceased. The husband of the deceased, Kyuichi AOKI, has a credit balance at this date of \$1086.76. The claims against him amount to \$918.00 lodged by the Provincial Board of Health and your two claims for funeral expenses - \$75.00 in the case of his son, Hideo, and \$80.00 in the case of his wife, Masano.

We have arranged with the Collector of Institutional Revenue to accept \$400.00 in full settlement of his claim.

In view of the writer's conversation with Mr. Brown some weeks ago we will not take any action with regard to your two claims unless we hear from you to the effect that you wish us to collect for the expenses of the two funerals.

Yours truly,


AMH:ND

A. McAllister,
Claims Department.

Coalhurst, Alberta,
October 17th, 1944.

The Custodian,
506 Royal Bank Bldg.,
VANCOUVER, B.C.

Dear Sir:

This will be your authority to pay the following
debts, and charge same to my cash credit account, held by you:

Institutional Revenue Department.....	\$400.00
Funeral Expenses, wife Masano.....	\$ 80.00
Funeral Expenses, son Hideo.....	\$ 75.00
TOTAL.....	\$555.00

pd
pd
pd

Yours truly,

K. Aoki
Kyūichi AOKI
No. 13209.



DEPARTMENT OF THE PROVINCIAL SECRETARY
COLLECTOR OF INSTITUTIONAL REVENUE

COURT HOUSE,
500 GEORGIA STREET WEST,
VANCOUVER, B.C.
TELEPHONE: MANINA 8141

November 23rd, 1944.

Attention: Major A. McAlister.
Office of the Custodian,
Japanese Evacuation Section,
Royal Bank Building,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	NOV 24 1944
File No.	5060
By	A.M.A.
For	McAlister

Dear Sir:

Re: Hideo Aoki, Mrs. Masano Aoki
Provincial Tuberculosis Units.
Your file: Kyuichi Aoki, reg. 13209
File no. 5060

I have for acknowledgment your letter of
November 21st re the above named patients enclosing cheque
in the amount of \$400.00, being settlement in full of our
claim of \$918.00 and attach hereto official receipt.

Thanking you for your kind assistance in this
matter, I am

Yours very truly,

J. G. McRae,
Collector.

encl.



SPECIAL RECEIPT

Nº 17068 D

Japanese Evacuation Section Nov. 22, 1944

RECEIVED from Office of the Custodian

Four hundred Dollars
being reimbursement acct. in full settlement
of claims re Hisao Aoki & Hiso Masao Aoki
Tuberculosis Units.

\$400-

Signature J. G. Macdonald

Position Collector

Kiyochi Aoki, ref no 12209

12th March, 1947.

REGISTERED

Mr. Kyuichi AOKI,
Registration No. 13209,
c/o Sereda Brothers,
R.R. No. 5,
Chatham, Ontario.

Dear Sir:

We wish to acknowledge receipt of your letter of the 2nd March, and as requested we are enclosing herewith Custodian cheque in the amount of \$351.12, which sum represents your full remaining credit balance at this office at the present time. For your information we are also enclosing a statement of your account showing entries made since the one sent to you 27th May, 1944, with details of the sale of your properties.

We note that you still have the Title documents of these properties in your possession and we request that you send them to this office without delay as they have been cancelled at the Land Registry Office.

According to the Pacific Co-operative Union records you are the holder of \$80.00 worth of their redeemable shares issued in 1942. These shares should be redeemed early in 1948, and at that time the proceeds will be sent to you. Interest in the amount of \$4.92 on these shares and your \$40.00 worth of non-redeemable shares, has been credited to your account from time to time.

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

Yours truly,

W.E. Anderson,
Office of the Custodian.

/RA

Hutchins
April 1941

RECEIVED SECTION	
Rec'd	APR 19 1941
File No.	5060
Ans.	
RECEIVED	

Dear Sirs,

I received the cheque that
you sent me.

We never did approve
the selling of the land nor the price
received and never will. We do
not consider what we received
was fair. We never even asked the
Commission to sell the land, buildings
and implements. The Commission
just went on its own in selling
the land.

Yours truly,
H. Cook.

Copy for complaint file.

2nd April, 1948.

Mr. Kyuichi AOKI,
Regn. No. 13209,
R.R. No. 2,
Fletcher, Ontario.

Dear Sir:

We enclose herewith Custodian cheque in the amount of \$24.88, which sum covers redemption of your 8 Pacific Co-operative Union 1942 shares, together with accrued interest of \$4.88 on these shares and your 4 non-redeemable shares.

Your non-redeemable shares have no cash value at the present time, but should they become of redeemable value at any future date, you will be advised.

Please forward Certificate No. 1730 covering your 8 redeemable shares to this office as soon as possible.

Yours truly,

Office of the Custodian

HA
Encl.

5060
E. 736

April 15, 1948.

Mr. Kyuichi AOKI,
Reg. No. 13209,
Fletcher, Ontario.

Dear Sir:

We beg to acknowledge receipt of your letter of the 6th instant, enclosing Power of Attorney from your father, Chiyokichi AOKI, a copy of which has been made for our files. The original Power of Attorney is enclosed herewith.

We are unable, however, to give you any information on this property at the present time, for the reason that distribution of assets claimed by residents in enemy territory is in abeyance pending the completion of an appropriate Treaty of Peace.

Yours truly,

C. H. Reed,
Office of the Custodian.

CHH/fm
enc. (1)

Extract from Lease.

File #5060.

Lessor: Ryuichi AOKI.

Lessee: Nicolas WASYLYSHYN.

Date: 14th April, 1942.

Term: 10 months from 1st April, 1942, with option to renew lease for 1943 under arrangement with P.C.U.

Consideration: \$600.00, paid.

Property:

Land: Blocks 184 - 185 and 192 of Section 21 Township 17
Map 955, ~~Muni~~ Village of Mission, N.W.D.

House: Included, also buildings.

Chattels: Live stock and farm implements.

*Now leased
to Fraser*

*Replaced by lease 42 to Helen Fraser from
Nov. 1/42 to Oct. 31/43.*

\$120.00

\$10.00 monthly (first payment Nov. 1/42)

\$10.00 on the 1st of every month till Oct 31/43

Lease given to S. S. G. July 21/43.

File No. 5060
Name: AOKI, Kyuichi
Reg. No. 13209
Address: Just south of 1612 Grand Ave, Mission, B. C.

December 2nd, 1942.

Coffey.
anderson

INVENTORY OF CHATTELS LEFT ON PROPERTY

In House (downstairs)

~~Washing machine~~
~~Kitchen table~~
~~Range~~
4 Kitchen chairs
Kitchen cabinet
Bed
Linoleum rug
~~Chest of drawers~~
~~Couch~~
~~Easy chair~~
China cabinet
Gramophone

In House (upstairs)

42 Quart sealers
13 - 2 quart sealers
Baby carriage
High chair
Screen door
2 Electric heaters
2 Coal oil lamps
Dishes & kitchen utensils
Straw suitcase (cont. old clothes)
Bed, bedstead

In the Barn

Horse & harness (horse very lame)
Shovel, hay fork
Potato digger, axe

In Rhubarb House

Scythe
Platform scales
30 gal. steel drum
2 Heaters
100' 1/2" garden hose (old)

This represents all my chattels remaining in any protected area of British Columbia.

Confirmed:

Date *Dec 10* Signed *Kyuichi Aoki*

Please sign and return one copy to the Custodian.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
DEC 14 1942

In the Basement

Electric water pump
Saw

By the Barn

Cultivator ✓

Plow ✓

Harrow ✓

S. sold by auction 10/1/45
Mission 13.

IN THE MATTER OF THE "INQUIRIES ACT"

PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

Toronto, Ontario,

May 14, 1948.

IN THE MATTER OF THE CLAIM OF

KYUICHI AOKI.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
Dominion Government.

F.A. BREWIN, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

D.J. HANDFORD, Esq.,

Official Interpreter.

A.G. VEITCH, Esq., C.S.R.,

Official Reporter.

1 MR. BREWIN: In this case I am going to try, once
2 again, to put the evidence in through the son.

3 THE COMMISSIONER: Very well.

4
5 TAKASHI AOKI, being first duly sworn,
6 testified as follows:

7 DIRECT EXAMINATION BY MR. BREWIN:

8 Q. Mr. Aoki, you are the son of Mr. Kyuichi Aoki?

9 A. Yes.

10 Q. I do not know whether I have pronounced his
11 name right, but you are his son at any rate?

12 A. Yes.

13 Q. And your father is making a claim in respect
14 of two parcels of land; one is lot 184 and
15 lot 185, the northwest quarter section of

16 Mission? A. Yes.

17 Q. The other is lot 192 in the same quarter section?
18 Is that right? A. Yes.

19 Q. I supposed you lived on the farm there?

20 A. Yes, we did.

21 THE COMMISSIONER: Is this all one farm?

22 MR. BREWIN: I think perhaps I had better ask about
23 that.

24 Q. The buildings are on lots 184 and 185? Is that
25 right? A. Yes.

26 Q. And where is lot 192 in relation to Nos. 184 and
27 185? A. I am not exactly certain
28 about that.

29 Q. You are not certain about it? A. No.

30 Q. Well, it is nearby, I assume?

A. It is the same piece of land.

1 Q. The same piece of land? A. Yes.

2 Q. Right alongside of it? A. Yes.

3 Q. All treated as one property?

4 A. As one property, yes.

5 Q. I am showing you a form under the heading of
6 real estate, farm land. Whose signature is that?

7 A. That is my father's signature.

8 Q. That is your father's signature. Did you
9 assist him in the preparation of this material?

10 A. Yes.

11 Q. And did he give to you and to Mr. Gilbert, I
12 think it was, the information which is contained
13 in there? A. Yes.

14 Q. And is it all correctly set out?

15 A. So far as he knows it is.

16 Q. So far as he knows it is; and, so far as you
17 know it is? A. Yes.

18 MR. BREWIN: Exhibit No. 1, my lord.

19 THE COMMISSIONER: Very well.

20 (PARTICULARS OF REAL ESTATE, FARM LAND,
21 MARKED EXHIBIT NO. 1)

22 MR. BREWIN: Then, my lord, perhaps it would be
23 convenient at this stage to file the farm
24 appraisal reports. They are two separate
25 reports, one in respect of Lot 184 and 185,
26 and one for Lot 192.

27 MR. HUNTER: I file the Soldiers Settlement Board
28 appraisals as Exhibit No. 2.

29 (FARM APPRAISAL REPORTS, MARKED EXHIBIT NO. 2)

30 MR. BREWIN: Perhaps we could deal with Lot 192 there
very briefly.

1 Q. That lot had no buildings on it? A. No.

2 Q. And apparently it was purchased in 1931 for
3 \$450. Is that right? A. Yes.

4 Q. And it was not cleared at that time?

5 A. No, not cleared ---

6 Q. And later it was cleared?

7 A. Yes, it was.

8 Q. Did you ever have any crops on that? Apparently
9 there was some rhubarb and raspberries on it?

10 A. Rhubarb.

11 Q. At the time you left what sort of crop, if any,
12 was there?

13 A. I believe there was just rhubarb and strawberries.
14 It is quite a while back.

15 Q. Yes. I understand.

16 It consisted altogether of four acres,
17 apparently?

18 A. Yes, four acres.

19 Q. Then, the other lots were where you had the
20 house? A. Yes.

21 Q. I think you have set out most of the details I
22 might ask you about on this form?

23 A. Yes.

24 Q. There is one thing which did not seem to be in
25 the form about which I wished to ask you,
26 namely, the rental. Did you rent the property
27 at all?

28 A. Yes, I believe so.

29 Q. Do you know about that?

30 A. It was supposed to be rented in 1942 for that

1 crop season only.

2 Q. Do you know to whom it was rented?

3 A. Mr. Wasylyshyn. It was apparently rented for
4 \$600 for the season.

5 Q. Is that right?

6 A. Yes, including the crop.

7 Q. I understand the farm was about a mile from the
8 centre of the village of Mission?

9 A. I believe it was three-quarters of a mile.

10 Q. Three-quarters of a mile? A. Yes.

11 Q. And it was situated on Grand Avenue; that is a
12 hard-surfaced road?

13 A. Hard-surfaced, yes.

14 MR. BREWIN: I think that is all, then, in regard to
15 that claim.

16 Is there anything else in respect to the
17 form which is not on this form which you think
18 would help us in estimating the value?

19 A. I do not think so.

20 Q. All right, thank you. I suppose my friend will
21 put in the assessed value.

22 MR. HUNTER: Yes.

23 MR. BREWIN: Then, in respect to personal chattels,
24 has your father prepared with your assistance
25 a form covering the personal chattels?

26 A. Yes.

27 Q. That is his signature? A. Yes.

28 Q. And I suppose in that case, too, the information
29 on the form was got from him?

30 A. Yes.

1 Q. And it is correct?

2 A. So far as I know.

3 Q. So far as you know. There is attached to it
4 the inventory of the furniture. That, too, was
5 obtained from him and again the valuations are
6 the best he is able to give us. Is that right?

7 A. Yes.

8 MR. BREWIN: May that be Exhibit No. 3, my lord?

9 THE COMMISSIONER: Yes.

10 (PARTICULARS WITH RESPECT TO PERSONAL CHATTELS,
11 MARKED EXHIBIT NO. 3)

12 THE COMMISSIONER: I notice a claim is made in
13 respect of a share in the Co-operative.

14 MR. BREWIN: Yes. You will see on the form we are
15 abandoning that claim. It is written out on
16 our form here.

17 I ask my friend to file the analysis of
18 personal property claim.

19 MR. HUNTER: I tender the analysis of personal
20 property claim as Exhibit No. 4.

21 (ANALYSIS OF PERSONAL PROPERTY CLAIM,
22 MARKED EXHIBIT NO. 4)

23 MR. BREWIN: Q. Do you know anything about the
24 truck? Did you drive the truck, yourself, at all?

25 A. Not very often.

26 Q. Not very often? A. No.

27 Q. I guess your father is the only one who could
28 tell us that he bought it in 1930 for \$600?

29 A. He is the only one who knows. He told me that.

30 Q. He told you that? A. Yes.

Q. And is there any special reason of which you
know for valuing it at \$275 or is that just an

1 estimate?

A. Well, that is

2 the estimate at that time.

3 Q. The details as to the farm implements as set
4 out in the form, too?

5 A. Yes, they are.

6 Q. Now, I notice that the Custodian's record shows
7 no record of these dishes in respect of which
8 you are claiming. Can you tell me anything
9 about those dishes?

10 A. Well, I would not know very much about that
11 particular point. They could have been stolen,
12 or something.

13 Q. You would not know what happened to them?

14 A. No.

15 Q. There were a number of dishes there?

16 A. Yes.

17 Q. When you left?

A. Yes.

18 Q. Can you give me any details? I see you are
19 claiming \$50 for them.

20 A. There were various Japanese dishes, you see.

21 Q. And I see included in what you call furniture
22 is \$140 for an electric pump. Was that pump
23 attached to the ground or was it detachable,
24 portable?

25 A. I would not know whether it was portable but that
26 claim was supposed to be withdrawn, I believe.

27 Q. For the pump? A. Yes.

28 Q. Has your father instructed you to say that,
29 because he has not instructed me to say so?

30 A. I do not know. You see, I do not think you can

1 consider a pump as furniture.

2 Q. I agree with you that it is a rather peculiar
3 description of a pump, but are you telling me
4 your father has told you to withdraw that?

5 A. So far as I know it is supposed to be withdrawn.

6 Q. I do not know what to say about this.

7 I think we should ask the father about it.

8 THE COMMISSIONER: You had better call the father.

9 MR. BREWIN: Yes.

10 Q. I just asked you a fact about the pump, in case
11 the father does not wish to withdraw it. Was
12 it attached to the ground?

13 THE COMMISSIONER: He said he does not know whether
14 it is portable.

15 THE WITNESS: I would not know that.

16 MR. HUNTER: He says it cost \$25 to install. I
17 imagine it was attached, my lord.

18 THE COMMISSIONER: I notice the appraiser says
19 that he was unable to locate the pump. Where
20 was it installed?

21 THE WITNESS: In the basement.

22 Q. In the basement of the house? A. Yes.

23 MR. BREWIN: Where was the furniture and the other
24 farm implements left?

25 A. The furniture was left in the house and the
26 implements in the barn, in the rhubarb house.

27 Q. And was anybody left in charge of them?

28 A. I believe the Custodian was supposed to be.

29 Q. You believe the Custodian was but I am not
30 asking you that. Was any actual person

1 instructed by you or your father to look after
2 then when you left? A. No.

3 Q. No? A. No.

4 MR. HUNTER: I think that is all, thank you.

5 THE COMMISSIONER: I notice attached to the claim,
6 Mr. Brewin, a memo under date of November 9,
7 1947:

8 "I would further like to state that I have
9 "not received any consideration for the
10 "land described as Section 21, Township 17,
11 "Lot 4, Group 3, registry office at the
12 "City of New Westminster.

13 "The property consists of eight acres
14 "of land and buildings.

15 "I have the power of attorney over
16 "said land.

17 "The value of the land and buildings
18 "is estimated at \$3,000."

19 Just what does all that mean?

20 MR. BREWIN: I am afraid we will have to ask the
21 claimant. It was not given in my instructions
22 or in the form given to me.

23 THE COMMISSIONER: Very well. We will ask the
24 claimant, himself.

25
26 MR. HUNTER: It is submitted, my lord, that the real
27 property was sold for its fair market value.

28 It is submitted that the personal property
29 sold was sold for its fair market value.

30 It is submitted that the claims made for

1 personal property not sold by the Custodian are
2 excessive.

3 It is submitted that the motor vehicle
4 was not vested in the Custodian and was not sold
5 by the Custodian. This was one of the vehicles
6 which the Custodian divested.

7 THE COMMISSIONER: Yes.

8 MR. HUNTER: And reference is accordingly made to
9 the exhibit which was filed at an earlier date,
10 being a true copy, an original copy of the
11 divesting order with the schedules attached
12 thereto.

13 THE COMMISSIONER: That related to some co-operative
14 exchange. What was it?

15 MR. HUNTER: The Pacific Co-operative. I do not know
16 whether the Secretary has kept a record of the
17 particular case that exhibit was filed in. At
18 the time it was to be filed with that case but
19 it was to be an exhibit to which we would refer
20 and really file as an additional exhibit in
21 each other case where it was relevant, if my
22 recollection is correct.

23 THE COMMISSIONER: Can you give us any assistance,
24 Mr. Secretary?

25 MR. WATSON: Yes. I think I can, my lord.

26 MR. HUNTER: In the meantime, my lord, I think the
27 real property is entirely a question of value,
28 again.

29 Insofar as the chattels are concerned most
30 of these chattels were inventoried, including

1 the inventory of furniture, although while the
2 dishes claimed for are shown here in the
3 inventory as a few dishes and kitchen utensils
4 this inventory is acknowledged by the claimant:

5 "These items represent all my chattels
6 "remaining in the restricted area of
7 "British Columbia."

8
9 CROSS EXAMINATION BY MR. HUNTER:

10 Q. Is that your father's signature?

11 A. Yes, it is.

12 Q. I see. I tender that as the next exhibit.

13 (INVENTORY, MARKED EXHIBIT NO. 5)

14 I did not have time to make a new analysis
15 on this but I can give you some of the things
16 on the inventory of furniture attached to
17 Exhibit 3; of the three harrows one was sold for
18 \$1; kitchen table \$1.75; there is a stove sold
19 for \$3.75 but whether that could be the same
20 as the kitchen range, I do not know; the dis-
21 parity seems rather large; the kitchen cabinet
22 sold for \$3; chest of drawers sold for \$2.75.

23 THE COMMISSIONER: Any record of the kitchen chairs?

24 MR. HUNTER: No, my lord. They were inventoried,
25 I believe, but they do not appear to have been
26 sold. I am only giving the items which in the
27 time available to me I could really identify
28 from the auction sheets. The couch sold for
29 \$6; the gramophone sold for \$6; the two lamps
30 were coal-oil lamps; the dishes, as mentioned

1 before, were a few and only one scale was
2 inventoried in the inventory filed as Exhibit 5,
3 which was acknowledged by the claimant.

4 THE COMMISSIONER: No record as to its sale?

5 MR. HUNTER: No, my lord. The furniture for which
6 a claim of \$130 is made was sold at auction
7 for \$24.25. That does not show on the analysis
8 because it is a general furniture claim, my lord.
9 More furniture was sold but I am only referring
10 to the specific items I have just mentioned
11 because those were the few that I could identify
12 in the short time available to me.

13 Q. I notice from the inventory that these chattels,
14 the furniture, for instance, was left in the
15 house in various places in the house. Did you
16 leave it as you were using it or did you store
17 it in different rooms?

18 A. I believe it was what you might call stored.

19 Q. In the inventory it shows furniture downstairs,
20 furniture upstairs and things of that kind. It
21 does not appear to be stored in any one room.
22 You do not know?

23 A. I would not know exactly.

24 Q. What arrangement did you make with the tenant
25 about the use of this furniture?

26 A. I would not know the facts about that, either.

27 MR. HUNTER: I think that is about all I can get
28 out of this witness.

29 Incidentally, I have the R.C.M.P. receipt
30 for this vehicle. It shows the speedometer

1 reading 38,810 miles, but I presume that it has
2 gone a lot further than that since 1928. It
3 shows the condition as being poor. It says,
4 "Description and condition: windshield cracked,
5 "generally in bad shape." Attached thereto is
6 the transfer of license for motor vehicle.
7 These were the things we argued about once
8 before and we used to get a photostatic copy
9 of the transfer but in view of the divesting
10 evidence that evidence will be no longer
11 necessary.

12 I tender that R.C.M.P. receipt as
13 Exhibit No. 6.

14 (R.C.M.P. receipt, MARKED EXHIBIT NO. 6)

15 Q. You did not find that?

16 A. No. I think I must have left it in my room.

17 THE COMMISSIONER: That is all, thank you, Mr. Aoki.

18 Please call the father now.

19
20 KINICHI AOKI, the Claimant herein, being first
21 duly sworn, testified through the
22 Interpreter as follows:

23 DIRECT EXAMINATION BY MR. BREWIN:

24 Q. Can you tell us about this electric pump? Was
25 it attached to the ground or fixed to something?

26 A. It was bolted to some boards and fixed in the
27 basement.

28 Q. Yes. I see. Now I notice that you are claiming
29 for a horse which was bought in 1939. Can you
30 tell us how old the horse was when it was
purchased?

1 A. I think it was about nine or ten years old.

2 Q. When it was bought? A. Yes.

3 Q. Then perhaps I had better confirm this fact:

4 Are the facts set out in these forms which
5 have been filed, when your son was giving
6 evidence, correct?

7 A. Yes. The facts are true.

8 Q. Yes. Then in your original claim form which
9 was sent in to the Commissioner, you added a
10 note which is not in the information I have.

11 Might the Interpreter read that?

12 THE WITNESS: Yes.

13 Q. Are you making any claim with regard to that
14 property?

15 A. I reported these facts to the Custodian. I
16 received a reply to the effect that some kind of
17 settlement would be made when peace came, when
18 the war was over and peace was declared.

19 Q. Perhaps I might ask you, were you the owner of
20 this property? It says you have a power of
21 attorney but who was the owner?

22 A. This property belonged to my parents. I received
23 the power of attorney when they returned to Japan.

24 THE COMMISSIONER: That is the end of that.

25 MR. BREWIN: I think that disposes of that.

26 THE COMMISSIONER: All right, thank you.

27 MR. BREWIN: There is one other question I want to
28 ask him.

29 THE COMMISSIONER: Yes.

30 MR. BREWIN: Q. Mr. Aoki, when you left the farm did

1 you leave the furniture and the farm implements
2 in anybody's care?

3 A. No. I just rented the land with the crop,
4 including the crop.

5 Q. That is all, thank you.

6 MR. HUNTER: Lots 184 and 185, the eight acre bit
7 were assessed in 1942 \$800 for the land, \$700
8 for the improvements, a total of \$1,500. They
9 were sold to the Director of Veterans Land Act
10 for \$869. Lot 192 was assessed in 1943, land
11 \$400, improvements \$350, totalling \$750. Sold
12 to the Director of Veterans Land Act for \$185.

13
14 CROSS-EXAMINATION BY MR. HUNTER:

15 Q. What did you do with your furniture when you left?

16 A. They were left just as we had been using them.
17 They were not packed.

18 Q. Is it not natural to assume that the tenant would
19 use them, then? A. Yes.

20 Q. Although nothing definite was said one way or
21 the other you did not say anything about him
22 using them or not using them?

23 A. No. There was nothing said along those lines.

24 Q. The farm tools were left in the barn?

25 A. Yes.

26 Q. And was anything said to the tenant about using
27 those or not using them?

28 A. No, nothing special was said as to whether he
29 should use them or not.

30 THE COMMISSIONER: Who put the tenant in?

1 MR. HUNTER: The claimant, my lord.

2 When I say that, it is one of those things
3 where there is a lease which we will get from
4 the Veterans Land Act. It is one of those
5 leases, if I ask him he probably will not
6 remember making through the Pacific Co-Op.

7 THE COMMISSIONER: I agree you might not get much
8 from him.

9 MR. HUNTER: I will ask him if he does.

10 Q. Did you make this lease with Nicholas Wasylyshyn?

11 A. Yes. I made it. I have the agreement.

12 Q. Yes. I wonder if we could have it. Have you
13 that with you?

14 A. I have (producing).

15 MR. HUNTER: It seems to be an ordinary farm lease
16 from the claimant to this chap Wasylyshyn.

17 THE COMMISSIONER: Will you have him verify the
18 signature and put it in?

19 MR. HUNTER: Yes.

20 Q. Is that your signature?

A. Yes.

21 Q. It reads:

22 "The lessee further covenants with the
23 "lessor that he will properly care for and
24 "account to the lessor for any livestock,
25 "farm implements or miscellaneous tools
26 "which are left by the lessor in the care
27 "of the lessee and such accounting will
28 "be given to the lessor or his agent at the
29 "termination of this lease; which livestock,
30 "farm implements or miscellaneous tools are

1 "evidenced by a list signed by the lessee;"
2 and as seems to be so common with this form of
3 lease there is no list attached.

4 THE COMMISSIONER: Put that in as Exhibit No. 7.

5 MR. HUNTER: I tender the lease as Exhibit No. 7.

6 (LEASE, MARKED EXHIBIT NO. 7)

7 In view of the chattels situation I should like
8 to submit that these chattels were left under
9 the custody, control or management of some
10 person other than the Custodian appointed by
11 the owner, and that accordingly only those
12 chattels which came under the custody, control
13 or management of the Custodian are within the
14 terms of reference.

15 What happened here, my lord, is that if
16 the berry crop was taken off in 1942 the lessee
17 left the property untenanted, although he left
18 the horses and some of the chattels with a chap
19 named Gilfoil, quite a well-known local resident.
20 By the time they found out about this and were
21 able to get a new tenant in there a number of
22 the chattels were missing. Whether the Custodian
23 came in as soon as he found out the tenant had
24 left and came in and inventoried or whether he
25 waited until the new tenant went in, I am not
26 in a position to say but we will get the facts
27 when we get Anderson, who is the chap who
28 actually looked after it.

29 THE COMMISSIONER: Q. When were you evacuated and
30 left, and when did you leave your own farm

property?

A. On May 8, my lord.

THE COMMISSIONER: I see the lease is dated April 14.

MR. HUNTER: Q. Was your tenant there at the time
you left?

A. No, he had not arrived by the time I left. I
just gave him the key.

Q. You gave him the key? A. Yes.

Q. Was there just one key or was there a key to
the barn as well?

A. No. There was no key to the barn but there was
one or two other keys, including the key to the
post office box.

Q. The house was left locked? A. Yes.

Q. And was this tenant of yours a chap who lived
nearby?

A. No, he was a man from Chilliwack.

Q. He came out and you gave him the key?

A. At Mission Station.

THE COMMISSIONER: Mission is on the other side of
the river; Chilliwack is on the south side.
Mission is on the north.

MR. HUNTER: I am not familiar with that area.

THE COMMISSIONER: Is there anything more?

MR. BREWIN: No, my lord.

THE COMMISSIONER: That is all, Mr. Aoki.

(PROCEEDINGS ADJOURNED SINE DIE)

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

A.G. Veitch
"A.G. VEITCH"
Official Reporter.

DEFENSE BRIEF

Kyuichi AOKI

File No. 5060

Case No. 1046

V.L.A. Land & Bldgs.
and Chattels.
TORONTO, Ont.
14/5/48

REAL PROPERTY CLAIM

Parcel 1: Lots 184 & 185, NW $\frac{1}{4}$ Sec. 21 Tp 17, Mission. (8 ac.)
Parcel 2: Lot 192, NW $\frac{1}{4}$, Sec. 21, Tp 17, Mission. (4 ac.)

	<u>Claimed</u>	<u>Assessed</u>	<u>Admitted</u>	<u>Sold</u>
Parcel 1: }		\$1500.	\$885.00	\$869.
Parcel 2: }	\$8000.	\$ 750.	\$187.50	\$185.

Both parcels appraised by R.W. Brown (S.S.B.).

Submission: Real Estate sold for fair
market value.
Real Estate is entirely a
question of value.

PERSONAL PROPERTY CLAIM

Chattels Claim:

Claimant claims \$450. for goods sold at auction for \$39.30.

Witness: H.E. Anderson - Custodian
representative at auction.

Claimant claims \$350. for goods sold by tender for \$93.62.

Witness: Truck appraised by McDermott Motors
at \$75. (Claimant claims \$275.)

Horse (for which claim is \$75.) was
appraised by J.H. Harkies at \$13.00
and sold for \$13.00.

Note that on Ex. 5, claimant has
signed statement which notes that
horse is "very lame".

Submissions: (1) Chattels sold brought fair market value.

(2) Claim for chattels not sold is excessive.

(3) Motor vehicle was not vested in the
Custodian and was not sold by the Custodian.
(This was one of the vehicles which the
Custodian divested.)

The vehicle subject of this claim was sold through P.C.A.
See transfer on claim file attached to Ex. 6.

SUMMARY:

- R.W. Brown - Appraised both parcels of Real Estate.
- W.E. Anderson - Handled chattels, etc., and attended auction as Custodian representative.
- McDermott Motors - Appraised truck, but should not be necessary as we will show vehicle was sold through Pacific Co-Op. Union.
- J. H. Harkins - Appraised horse.

- Ex. 1 - Real Property Statement.
- Ex. 2 - S.S.B. Appraisals.
- Ex. 3 - Personal Property Statement.
- Ex. 4 - Analysis of Personal Property Claim
- Ex. 5 - Inventory
- Ex. 6 - R.C.M.P. Receipt.
- Ex. 7 - Lease.

HAY/ww

Name of Claimant AGRI, Knight

Case 1046

Custodian File

5000

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
					Leeds Lm		223.00 125.00	1317.50	1317.50	
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price			
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
114.36	27.45	8.23	24.04%	293.34	71.56	13.00	1.56			
TOTAL RECOMMENDATION										1399.25

5060

October 17th, 1950.

Mr. Kyuichi AOKI,
R. R. #2,
Fletcher, Ont.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1046

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$1,399.25.

Cheque in your favour is enclosed for \$1,239.97
and we have paid the Co-Operative Committee .. \$ 199.28
for legal fees as authorized by you.

Yours truly,

FCS/js
1 encl.

F.G. Shears
Director