54321

FORM "JP"

MISSION

FILE No. 5421

EXHIBIT No. 120F-12

DATE NOV 3 - 1948

FILLED BY

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The properties administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: YANOSHITA, Torakuma

HOME ADDRESS: R.R. No. 1, Mission, BC

REGISTRATION NUMBER 14544 SEX: Male AGE: 60

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: Myself

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Hatsue

ADDRESS OF WIFE OR HUSBAND: R.R. No.1, Mission, BC

NAMES OF ANY LIVING CHILDREN: Sakae (F) Dick (M)

ADDRESS OF CHILDREN: R.R. No.1. Mission, BC

AGE OF CHILDREN: 13 7

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

1. LOCATION AND DESCRIPTION: Lot 8 of SW quarter Section 20 Township 17 containing nine and one half acres and ten acres of N.W. quarter section 20, township 17.

2. BUILDINGS AND OTHER IMPROVEMENTS: Six-room dwellinghouse, barn, garage, 3 chicken houses, 1 root house, 1 woodshed, 1 bath house 1 room shack

3. INSURANCE (Give particulars; state where policies are) $1500 on house and $1000 on furniture/ in Caledonian American Ins. Co. (house) and Legal & General Ins. Society (furniture)

4. TAXES (Amount and where payable) $67.79 for 1941. payable at Mission

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) $[illegible]00 on Lot 8 to Captain H. Marryat. $1500 mortgage on NW quarter ~~xx~~ to Joe Cly.

6. OCCUPANCY AND LEASES (If vacant so state) None at present. Paul Adank Mission, will lease the house when I leave.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In possession of Joe Cly.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None

9. IF FARM LAND STATE CROPS SOWN strawberries, raspberries, red currants gooseberries, loganberries black currants, asparagus, fruit trees

Part Crop sold to P. Adank, Huntingdon $500; Part Crop sold to A Rempel, Abbotsford In each case ½ Journey received for $1,200

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1. 11 acres of Lot 15, section 9 Township 17, map 3148, district of New Westminster,

2. LANDLORD'S NAME AND ADDRESS: Mrs Fore, Matsqui

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: $200 per year Paid up for 1941

4. STATE WHEREABOUTS OF LEASE: In my possession

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) Abram D. Rempel Abbotsford, Rent to be paid by sub-tenants

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: [redacted] strawberries, rhubarb

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: household furniture, farm implements, carpenter tools in the house on Sawdust Rd., Mission, BC. Key will be left in care of party who will rent the house when I leave 1942 Dodge truck in custody.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS 7 pigs, 200 hens 1000 chicks.

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

SUPPLIMENTARY Manzanar

June 2nd, 1942.

#5421

1454

TANOSHITA, Tonakuma declares he has 7000 ft. of
mber stored in the root house on his property.

FORM "B"

4. INSURANCE CARRIED ON ABOVE PROPERTY: See page 1, No.3

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

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) From R. Adank $250; A. Rempel $600 for crops. Cheques for above amounts in Declarants possession, but to be cashed 2nd Sept /

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) Two $50 Victory Bonds in my possession. 133 shares in Pacific co-op 167 shares in United Farmers of Canada Co-op In my possession /

8. BANK ACCOUNTS: About $10 in Bank of Commerce, Mission /

9. LIFE INSURANCE: $1000 in Manufacturers Life Co. Policy No. 823144 in my possession. Beneficiary my wife. /

10. INTEREST IN ANY ESTATES OR TRUSTS. None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None /

2. TRADE DEBTS: None /

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

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

Dated this 21st day of April 1942.

(Signature) T. Yanoshita

F. W. Williams
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Sept. 25/44

Full Name YANOSHITA, Torakuma
(Surname in Block Letters)

Registration No. 14544 Male - Female (check) Age Dec. 12, 1881

Former Address R.R. No. 1, Mission, B.C.

Date Evacuated 2/6/42 Naturalized - Canadian-Born - National (check)

Present Address ~~Raymond, Alta.~~ P.O. Box. 216, Coaldale, Alta.

Married - ~~Single~~ (check)

* Second wife
Name of Wife (KOGA) Hatsumi #13249

Name of Husband

Name of Mother KITA ? Deceased Name of Father Manzo Deceased

Names of Children under 16 #15553 Kozuko (F) Dec. 8/25
Ko (M) May 5/34 Sakaye (F) June 25/28

Our File No. 5421 Registered with Custodian Yes (yes or no)

Requested By Olga

Additional Information Farmer
First wife, Ichi Fukuda - now deceased
Owns 20 acres, house, truck, horse, 400 chickens

EXHIBIT No. 120A - 16
DATE NOV 3 - 1948
FILED BY

REAL PROPERTY SUMMARY

File No, 5421 — October 27th, 1947.

CATALOGUE NO. Part of Director of Veterans Land Act Offer.

JAPANESE NAME: Mr. Tarakuma YANOSHITA REGN. NO. 14544

PROPERTY ADDRESS: R.R. No. 1, Mission, B. C.

LEGAL DESCRIP: Part of 10 acres more or less of NE ¼ Sec. 20, Twp. 17. More particularly discribed as follows: commencing at a point 15 chains due south from NE corner post of the NW quarter of Sec. 20 Twp 17, thence south 5 chains thence west 20 chains thence north 5 chains thence east 20 chains to point of commencement save and except the west 10 feet thereof, municipality of Mission in the District of New Westminster.

SOLD

TITLE: Register of Indefeasible fees Sales No. 59884E in the name of Tarakuma YANOSHITA.

ENCUMBRANCE: Certificate of vesting in the Custodian Filed No. 25354, 67015C, 15th September, 1930 Mortgage in Fee to Joseph A. Clay for the sum of $1,500.00 with interest at the rate of 10% per anum.

ASSESSED VALUE:
Land $ 720.00
Imprv. 1200.00
Total $1920.00 Taxes 1943 $37.44 Tax Arrears $50.16

CLASSIFICATION: A ten acre fruit farm planted in strawberries, loganberries, raspberries and currants, having a six room dwelling house, barn, garage, 3 chicken houses, 1 root house, 1 woodshed, 1 bath house and a small shack.

CHATTELS: Not included in sale of property.

HISTORY OF ADMIN: The above named Japanese declared ownership of the within described property on "JP" Form of April 21/42. He was evacuated on June 2/42. This property, together with another of 9½ acres was leased to Mr. Paul Adank, for 10 months from May 1/42, for $500.00, with option to extend for 1943. $250.00 was paid to the lessor on May 1/42 and the balance was credited to this account on February 22/33.

On December 1/42, P. Adank filed with the Custodian a claim for $320.00 against the lessor, alledging misrepresentation as to age of berry plants and for lack of fertilizer. He later agreed to settle this claim for 70% of amount (September 7/43) but abandoned his lease one month before expiry,

There is some evidence that an adjustment of this claim was made by Pacific Coop Union (August 9/43).

On April 26/43 the Custodian granted a lease to M. A. Gentry for the period November 1/42 to 31st October 1943 at a rental of $9.00 per month. Duplicate lease on file.

SOLD: The property was sold to the Director of Veterans Land Act as at January 1/42, with the approval of the Advisory Committee, for $2095.00, on July 1944.

FUNDS: Funds released to the credit of Tarakuma YANOSHITA as at August 8/44 against which the following charges were made, Mortgage principal interest $1912.50, Taxes $54.41, Insurance, $76.92, Certificate of Encumbrance $1.00, Registration $3.00, Legal Fees $15.00, Totalling $2062.83 leaving a net credit of $32.17.

Duplicate of Certificate of Title No. 174665E in the name of the Director, the Veterans Land Act delivered July 28/44.

As this office had collected rents during 1943 and part of 1944 an adjustment was made to the Director of Veterans Land Act in the amount of $161.77.

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

M. L. Brown

MLB:DP

October 27th, 1947

EXHIBIT No. 120 f - 16
DATE NOV 3 - 1948
FILED BY R. D. Brunt

REAL PROPERTY SUMMARY

File No. 5421

October 14th, 1947.

CATALOGUE NO: Special Advertisement March 7/46.

JAPANESE NAME: Torakuma YANOSHITA REG. NO. 14544

PROPERTY ADDRESS: McRae Road, Mission, B. C.

LEGAL DISCRIPTION: Lot 8, S.W. ¼, N.E. ¼, Sex 20, TP 17, Map 543, Save and Except part 0.25 acres shown on sketch 6652, Municipality of Mission, District of New Westminster, B. C.

SOLD

TITLE: No. 35693E in name of Hugh Dennis MARRYAT. Certificate of Title in New Westminster, L.R.O.

ENCUMBRANCE: Certificate of Vesting in the Custodian. Filed No. 25651. $400.00 Principal owing to H. D. Marryat under unregistered agreement to purchase.

ASSESSED VALUE: Land $605.00, improvements $700.00, Total $1,305.00 Taxes $32.70.

CLASSIFICATION: 9½ acres of cleared land with no improvement except fencing.

CHATTELS: Not included in sale of property.

HISTORY: The above Japanese was evacuated on June 2/42. On his "JP" Form of April 21/42 he declared ownership of the above described property, which together with an additional ten acres was leased to Mr. Paul Adank, for 10 months from May 1/42 for the consideration of $500.00 with option to extend for 1943. $250.00 was paid to lessor when the lease was signed and the balance was credited to Yamashitas' account on February 22/33.

This property was included in the Director of Veterans Land Act offer of purchase, but, due to the condition of the title was withdrawn. (letter 25/4/45).

On June 16/45 an appraisal of $1000.00 was made by Mr. H. Menzies. In March of 1945 the property was advertised for sale by public tender, and was sold to Mr. Bazyli JAROSZUK for $1310.00.

FUNDS: After deducting $545.00 for balance of principal and interest due on purchase price together with Land Registry Fees, advertising costs and tax adjustments, the balance of $707.67 was credited to the account of Torakuma Yanoshita, with advice to him.

TITLE: Certificate of Title No. 202540 E was mailed to Mr. Basyli Jaroszuk on July 13/46.

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

M. L. Brown.

MLB:DP

October 14th, 1947

EXHIBIT No. 1201-66
DATE NOV 3 - 1948
FILED BY K.D. Christie

R.P. #3

REAL PROPERTY SUMMARY

File No. 5421

October 24th, 1947.

CATALOGUE NO: Part of Director of Veterans Land Act Offer.

JAPANESE NAME: Tarakuma YANOSHITA REGN. NO. 14544.

PROPERTY ADDRESS: Gibson Road, Delta Municipality.

LEGAL DESCRIP.: Lot 9 of lots 9 to 16 of North East quarter of Section 24, Township 4, Map 1121, Municipality of Delta in the District of New Westminster.

SOLD

TITLE: In name of Tarakuma YANOSHITA, Register of Absolute Fees, Volume 38, Folio 146 No. 52417.

ENCUMBRANCE: Certificate of Vesting in the Custodian Filed No. 24917.

ASSESSED VALUE: Land, $166.00, Improvements, $40.00 - Total $206.00. Taxes, $4.93.

CLASSIFICATION: Vacant Land, 4.75 acres in extent and without buildings.

CHATTELS: Not included in sale of property.

HISTORY OF ADMINISTRATION: As this was unimproved property no expenses were incurred in its administration.

SOLD: The property was sold to the Director of Veterans Land Act as at January 1/43 for the sum of $44.00

FUNDS: After deducting $5.13 for arrears of taxes, $3.00 Registration Fees, $1.00 for Certificate of Encumbrance and $15.00 for Legal Fees, the balance of $19.87 was credited to the account of Torakuma Yanashita, with advice to him.
No comments regarding this sale have been received from Yanashita.

TITLE: Duplicate Certificates of Title No. 166918 E was delivered to the Director of Veterans Land Act and Receipt acknowledged and filed February 29/44.

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

M. L. Brown

MLB:DP

742-P

Farm Appraisal Report

File No. RP2

Land Description Part 10 acs. of NW. 20-17-10 ac. Commencing at a point 15 chains due south the N.E.Corner post of the NW¼ of Sec.20, Tp.17; Thence south 5 ch. thence west 20 ch.thence west 20 ch. thence north 5 chs. thence east 20 chs. to point of commencement. Containing 10 Acres

Owner's Name YAMOSHITA, T. Post Office Address Mission

Nearest Rail Point Mission Distance 1½ miles

Market Town Mission Distance 1½ miles

Church (give denomination) All denominations Distance Mission

Nearest School Cons. schools Distance Mission

State how property was identified: Established boundaries.

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

Road named "Sawdust Road" along west end. McRae Rd. runs to east end. Former a gravelled road, the latter a gravelled trail.

EXHIBIT No. 1208-5
DATE Nov. 3/48.
FILED BY K.A. Christie

Is this district a good one? Run down. Good when small fruits are high.

Employment opportunity Local in berry season. Nearby in mills, and more remote logging.

Predominating Nationality and religion: British now. Mixed sects.

Describe Fencing and its condition: Boundary fenced fair Value $ Inc.in land

Water supply: Well, with electric pump, and good creek Value $ Inc.in land & bldgs.

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	30 x 36	lumber	16	shgl.	old	blocks	fair	$1300.00
Pumphouse	8 x 8	"	7	"	new	"	new	25.00
Barn	20 x 40	upr.lbr.	10	shks.	old	"	poor	125.00
[illegible] Shed	16 x 22	lumber	16	shks.	old	"	"	100.00
Hothouse(Rhub)	24 x 64	shakes	17	"	New	Posts	New	300.00
Henhouse	16 x 20	lumber	8	Shgl	Old	Blks.	Poor	40.00
Henhouse	20 x 40	lumber	8	"	"	"	"	100.00
Henhouse	20 x 40	"	8	"	"	"	good	150.00
Pckg.Shed	12 x 16	"	8	"	"	"	good	60.00
	x							
	x							
	x							

Total present day value $ 2200.00

Total Value Buildings add to farm Inclusive of other reported acreage - See report on NW 20-17 Blk.8 $ 1000.00

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

$

Describe the basement and chimneys: No basement. Br.chimney.

No. rooms downstairs? 4 Upstairs? 2 How finished Lbr. and paper

Are buildings painted? House only Condition of paint Old

Distance from nearst bush None nearby.

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

RPV

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
10	Undulating	10" to 12" good sdy. loam	sdy.clay	Orchards.Logans,raspe., grapes,blk.currants,hops, peas, asparagus.	65.00	650.00

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

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

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

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

Area Unsuitable for Cultivation.

CHARACTER OF LAND E. G. HILLY, SWAMPT, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE

637
984
1621

Total value of Land $ 650.00

(See also rep't on Blk. 8)

Total added by buildings to value of farm $ 1000.00

Total fruit trees add to value of farm (for use in orchard districts only) $ 200.00

Total value of farm $ 1850.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
All in good tillage except hop area. All planted but small portion yet to plow. Owner still in occupation, and working away at land and completion of hothouse for rhubarb.

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

Either fruit or mixed with added 10 acres of Block 8. Now est. as a fruit farm, should be so continued, with chickens as sideline.

Noxious weeds:

None in evidence.

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

Mun. and School - $37.44.
Mun.Dist.of Mission, Mission, B.C.

Date: 13th May 1942.
Place: Abbotsford, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 12th day of May 1942.

Inspector's Signature

"B. C. WORMWORTH"

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

Farm Appraisal Report

RLP 21

Remarks: Combined with Block 8, also owned by Yanoshita, this is a full unit for the area. The value that the buildings add to the farm bear a direct relation to the possession of the added 10 acres in Block 8. Therefore reports on these two parcels should be considered jointly. The place is overbuilt even at that and I have cut the added value to what I consider would be the cost of the required buildings.

It is noted for information that the Rhubarb hot-house is newly constructed (just being finished now) has a cement heating installation with cement chimney. Being 17' high, it could be converted into a two storey henhouse to replace the two older henhouses now in use and it is on this precis that I have placed my valuation on it. It would be of no great value for its intended purpose, to any other than a Jap.

The whole place combined will make an attractive unit, being well established all round.

Doubtless the electric pump now in use will be taken away, it being not a fixture but a chattel. Being new it will readily sell for nearly its cost price. For this reason I have not added the $125.00 it cost, to the land or buildings.

(FOR ORCHARD LANDS ONLY)

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

Lies in a south-west slope, favourable for early small fruit ripening.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

None.

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
120 old fruit trees carry no real value as they are old and scabby, not in good shape.			$
100 new trees, 3,4 and 5 years, I have valued at			$ 200.00
Other crops are: Logans	-	.25 acres	
Raspberries	-	2.00 "	$
Asparagus	-	0.25 "	
Grapes(new pits.)	-	1.00 "	$
Blk. currants	-	0.25 "	
Hops	-	1.00 "	$
Peas	-	0.25 "	
			$
Grapes are just planted, and with the evacuation of the present owner, they will doubtless just disappear; at any rate they cannot be considered a definite improvement at this time.			$
			$
			Total $

Amount fruit trees add to value of farm $

Diagram of Property

Following careful review of this appraisal report, it is my opinion that the present value is $ 2000.00

Date 15th May 19 42.

"I.T. BARNET"

District Superintendent.

Farm Appraisal Report

File No. 29 RP 3

Land Description Lot 9, S.D. of Lots 9 - 16, NE¼ Sec.24, Tp.4, Map 1121.

Containing 4.59 Acres

Owner's Name YANOSHITA, Torakuma Post Office Address R.R.1, New Westminster

Nearest Rail Point Kennedy - B.C.E.Rly. Distance 1½ miles

Market Town New Westminster, B.C. Distance 7 miles

Church (give denomination) St. John's Presbyterian Distance 2 mile

Nearest School Kennedy Distance 1½ miles

State how property was identified: By survey stake, map, roads and local inquiry.

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

Road to property not yet constructed. About 330 yards south of the Gray Rd.

Is this district a good one? Not a good farming district, but some fair small farms in the area.

Employment opportunity Seasonal on farms. Established industries along the Fraser River about 6 miles distant.

Predominating Nationality and religion: British Protestant.

Describe Fencing and its condition: No fencing. Exhibit No 1208-J Value $

Water supply: Well could be dug. DATE Nov. 3/38. Value $

PHOTO BY A.G. Hurst

BUILDINGS ON FARM

5421

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	x							
	x							
	x	NO BUILDINGS						
BARN	x							
	x							
BARN	x							
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

No electricity available at present.
Power line runs along the Gray Road about 330 yards north.

Total present day value $

Total Value Buildings add to farm $

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

$

Describe the basement and chimneys:

No. rooms downstairs? Upstairs? How finished

Are buildings painted? Condition of paint

Distance from nearest bush

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

Cultivated Land

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL

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	
4.59	level	sdy. & gr. lm. 8"-14"	gravel	clearing of stumps and second growth, alder, etc. no cordwood	100.00	10.00	45.90

Area Unsuitable for Cultivation.

CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE

Total value of Land $ 45.90

Total added by buildings to value of farm $

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

Total value of farm $ 45.90

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

Bush lot, no land cleared or cultivated.

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

Berries and poultry.

Noxious weeds: Nil.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Taxes $3.02, Drainage $1.46 Delta Municipality.

Date: July 24, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 23rd day of July, 1942.

Inspector's Signature [illegible]

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

Farm Appraisal Report

RP2

Remarks: Property is part of a sub-division south of the Gray Road. No road has been constructed to the sub-division. A corner post of this lot was found by Mr. S. Gray, an old-timer, who showed me the location of the lot.

Property was logged off a number of years ago but the stumps are still there as well as a second growth of alder, &c., and the bracken is very thick and tall. There is no cordwood on the lot. No buildings, no fences, no land cleared or cultivated. No electricity available at present but a power line runs along the Gray Road about 330 yards north.

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyk ng 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

$

$

$

$

$

$

$

$

$

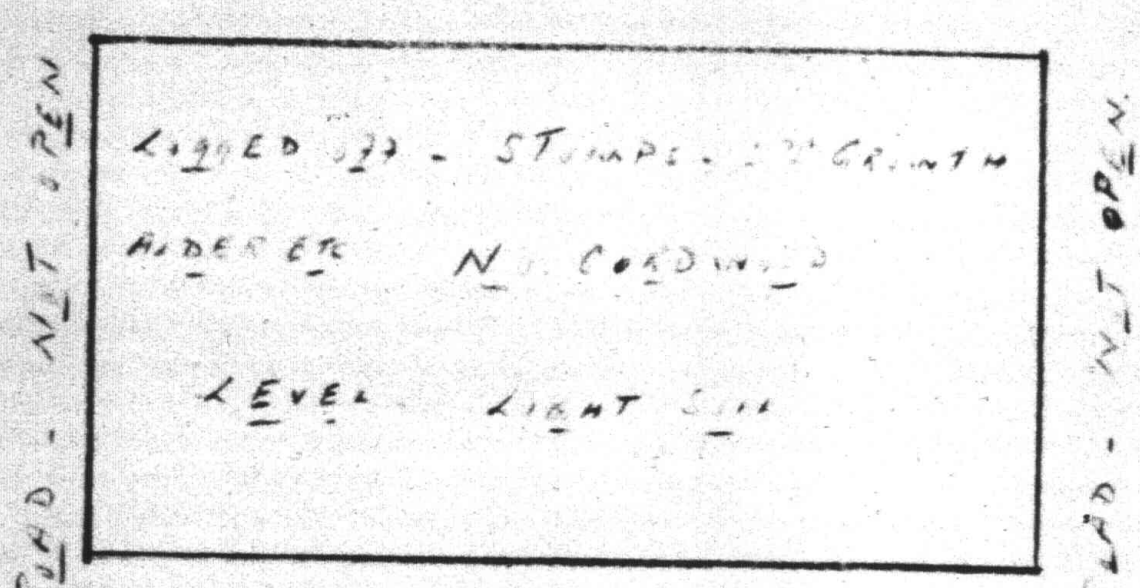
Total $

Amount fruit trees add to value of farm $

Diagram of Property

N

SCALE 1" = 1 CHAIN



N.W. BROWN

Following careful review of this appraisal report, it is my opinion that the present value is $ 50.00

Date 29th July, 1942.

"I.F. BARRET"
District Superintendent.

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

DATE NOV 3 - 1948
FILLED BY K G Shirtliff

Hal Menzies

REAL ESTATE and INSURANCE

«« HANEY, B.C. »»

Notary Public
Conveyances
Loans and Appraisals

RP

January 16, 1945

ENEMY SECTION
Rec'd JAN 17 1945
File No.
Ans'd
Refer'd MR Peers

Mr. K. W. Wright,
Counsel to the Custodian,
509 Royal Bank Bldg.,
Vancouver, B. C.

Dear Sir:

Re: Torakuma YANOSHITA and
Lot 8 of S.W.¼ of N.E.¼ of Sec.20,Twp.17,
Map 543, Except 0.25 acres shewn on Sk.
6652, Municipality of Mission, N.W.D.
Your File #5421, Evacuee Section.

In reply to your letter of the 3rd instant, I went to Mission to inspect this property on January 13th.

On inquiry at the Municipal Hall, the clerk, Mr. Hays, showed me a letter he had written to your office that appeared to contain the information regarding the whereabouts of Captain Marryatt or his heirs. He also informed me that the property was four years in arrears of taxes. If this is so, it occurred to me that it might be possible if Capt. Marryatt or his heirs can not be located, to lift the Vesting Order, allow the property to go to tax sale, and buy it in the name of the Custodian Office. This is only a suggestion, and you will probably know of legal points that would obstruct this procedure.

The property consists of 10 acres of cleared land in fair condition, on a side road that ends at the property. The soil is of fair quality, and has a favourable southern slope. No improvements, except fencing.

I would value this property at $1000.00.

Yours truly,

H. Menzies

HM:SP

File No. 5421 September 27th, 1963.

[redacted]

TO: Mr. Anderson

FROM: Mr. Ian Macpherson

Mr. Tsuyoma YAMOSHITA

On file is a lease from the Custodian to Marion A. Gentry of a parcel described as "Lot 8 of the S.E.¼ of Sec. 20, Tp. 17." This is in conjunction with a parcel in the N.W. ¼ of the same section.

It would appear that it was intended to lease Lot 8 of the S.W. ¼ of the N.E. ¼ of Section 20. That lot is assessed to Mr. YAMOSHITA though the title remains in the name of Hugh Dennis HARVEY, residing in England. This parcel adjoins the parcel of the N.E. ¼ and from personal knowledge occupied by the lessee.

I note the lease expires in October and you may want to check on the description before the renewal or another lease is entered into.

IM:ml

File 5421. October 3rd, 1944.

M E M O R A N D U M

TO: THE FILE

FROM: MR. MACPHERSON

Re Torakuma YANOSHITA property.

Declared: Lot 8 of South West Quarter of Section 20, Twp. 17 and 10 acres of the North West 1/4 of Section 20, Twp. 17.

He leased Lot 8 of South East Quarter of Section 20, Twp. 17 and 10 acres of the North West 1/4 of Section 20, Twp. 17.

Lot 8 of South West Quarter of North East Quarter of Section 20, Twp. 17 is owned by Capt. Marryatt (address not known to assessor). Lot 8 of South Quarter of North East Quarter of Section 20 is assessed to YANOSHITA and is probably the parcel registered in the name of Capt. Marryatt.

Lot 8 of Fractional Section 20, Twp. 17, Map 951 is owned by A. M. Slaney and L. S. Potter. No Japanese interest.

Required - Agreement of Sale or Deed - Marryatt to YANOSHITA. (Campbell says it is reported that Marryatt is dead - 3-4-44.)

IMcAM

File 5421

January 3rd, 1945.

MEMORANDUM

ENEMY SECTION
Rec'd JAN 3 1945
File No.
Ans'd
Refer'd

TO: MR. K. W. WRIGHT

FROM: MR. IAN MACPHERSON

RE: Lot 8 of SW¼ of NE¼ of Sec. 20, Twp. 17, Map 543, except 0.25 acres shown on sketch 6652, Municipality of Mission, D. N. W.

Registered Owner: Hugh Dennis Marryatt
Encumbrances: None registered.

In his J. P. declaration Torakuma YANOSHITA claims to own this parcel but there is no documentary evidence supporting this claim. Mr. A. Wright, Supervisor for the B. C. Security Commission at Lethbridge, Alta., in a letter (on file) dated December 9th, 1944, states that YANOSHITA informed him that the Agreement of Sale which he held from Marryatt was lost in a fire with all property brought from British Columbia, that he never had a Deed, and that the purchase price, $1000.00, had not been paid in full. There is still owing about $400.00 with interest for five years. I am unable to verify these statements, and the only confirmation we have is a copy of the Lease of the parcel (description incorrect) from YANOSHITA to Paul Adank, executed before J. M. Campbell, Notary Public, Mission City, and assessment notices in the name of YANOSHITA.

We cannot get confirmation from the registered owner, H. D. Marryatt, as we cannot obtain his address. We have sought this from all parties at Mission City who might give us the information, without success. He is said to be a captain in the Royal Navy, but apparently has not been at Mission City for years. He acquired the land in 1920. Mr. J. M. Campbell says that he is reported to be dead.

The situation is therefore: YANOSHITA claims to have purchased, but has no Agreement in registerable form; the date of purchase, the purchase price, rate of interest and amount still owing are not known, and no statement can be procured from the Vendor. In these circumstances it is unlikely that we could obtain from a Court an Order to the Land Registrar to issue title to YANOSHITA.

This parcel of land was included in the list to be sold to the Director, Veterans Land Act, but owing to the foreseen difficulty to convey title was later withdrawn from the list. The price offered by

(over)

Memo to Mr. Wright - Re: Lot 8 etc. (cont.)

the Veterans Land Act was $545.00. YAMOSHITA has a credit with the Custodian at this date of $780.02.

Possibly Capt. Marryatt's address could be obtained through the Royal Navy records but if the V. L. A. offer represents the actual value of the property, with at least $500.00 owing on purchase contract, it would appear that there is no considerable equity.

Will you please let me have your instructions.

Ian Macpherson

IM:AM

TO: Mrs. MacArthur

From: F. Matheson July 14, 1944

MEMORANDUM Re: Torakuma YANOSHITA, File 5421, and 1942 Dodge Truck

On December 24, 1941, this man signed a Conditional Sales Agreement with Oliver-Overand Motors Ltd, in connection with the purchase of Dodge Truck, T118G-6061C, Serial No.8948902, 1942 Model.

The purchase price was	1,806.17
Cash Payment	500.00
	1,306.17
Insurance & carrying charges	258.31
Balance due to be paid	1,564.48

The first installment was due three months after date; that is, due on March 24, 1942.

The JP, signed by T. Yanoshita, on April 21, 1942, declares "1942 Dodge truck in custody.".

On May 27th, 1942, the Retail Credit Grantors' Bailiffs Ltd. wrote the Custodian, referring to "our telephone conversation of April 30th, 1942," and enclosing a Notice of Seizure dated 30th of April, 1942.

A letter dated June 13, 1942 (filed behind that of May 27th) asks how seizure was made, quotes Regulation 51, and states that the 1942 Dodge truck had been released to the Pacific Co-operative Union"some little time ago" (This truck, our T.197, appears to have been released on May 1, 1942, to the P.C.U.).

June 2, 1943, R.P.Alexander to P.C.U., acknowledges letter from PCU, of May 29, indicating that T. Yanoshita's truck had been returned to the Finance Company, and asks for more particulars regarding Yanoshita's equity. No reply appears to have been received from the P.C.U. However, information regarding Yanoshita's equity was on our car file T.197.

Attached is letter from the Finance Company, with copies of letters sent to us in June, 1942. Attached also is copy of the Sales Agreement.

Should we just forget the whole thing?

FM

Revenue Receipt No 78188 - Motor Vehicle Branch shows that this truck was transferred by Torakuma Yanoshita to the P.C.U. on or before March 24/42 and the only interest he could have would be in an unpaid balance if any owing to the Jap from the PCU — and that only if the Jap has unpaid creditors

Alien

Date...2nd April, 1946...

REAL PROPERTY MEMORANDUM

File No. 5421

Name.....~~YANOSHITA~~ Torakuma.....Registration No. ~~14544~~....

Re: Catalogue No. Spec. Adv. Mar. 7/46.

Address: McRae Road, Mission, B.C.

Legal Description: Lot 8, $SW\frac{1}{4}$, $NE\frac{1}{4}$, Sec. 20, Tp. 17, Map 543, S.E.$\frac{1}{4}$ acre shown Sketch 6652. Vacant land.

TITLE AND ENCUMBRANCES

A. Certificate of Title No. 35693E Whereabouts: New Westminster L.R.O.

Registered owner: Hugh Dennis Marryat Reg. No.

Property: Lot 8 of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Sec. 20, Tp. 17, Map 543, S & E part 0.25 acres shown on Sketch 6652, Municipality of Mission, District of New Westminster. Deed in acct Dept.

B. Charges.
Registered: Nil.

Vesting: # 25651, ~~26th January~~ March, 1943.

Unregistered: Agreement for Sale to Torakuma YANOSHITA (Reg. No. 14544)

NOTE:- Deed from Hugh Dennis Marryat to Torakuma YANOSHITA is being held in safe-keeping by Accounting Department. Balance owing to Marryat under unregistered Agreement is $400.00 Principal, plus $120.00 interest as at 2nd March, 1945.

Taxes: ~~Taxpaid requested~~ Paid in full to Dec 31/45

Water: Nil

Insurance: Nil

Assessed Value: Land: $605.00 Improvements: $700.00

Valuation by Appraiser: $1000.00

Amount of Bid: $1310.00

Approved by Advisory Committee: 30th March, 1946.

Paid as shown in attached letter: $1,310.00 - April 11/46.

Name of transferee as attached letter: Bazyli Jaroszuk

ADMINISTRATION.

Tenancy: Monthly tenure (state consideration & whether including or excluding furniture or equipment)

Not tenanted.

Leasehold: (State period, consideration & unusual clauses and whether including or excluding furniture or equipment)

Not leased

Chattels: Particulars of those stored on the premises.

None on property.

Named Agent: Office.

W E Robinson

File No. 5421 — SUMMARY RELATIVE TO CLAIM OF Tomekichi YAMASHITA - Regn. No. 14544 — 9RH Sept. 1948.

REAL PROPERTY: 1. Lot 8 of SW¼ of NE¼ of Sec. 20, Twp. 17, Map 543, except 0.25 acres shown on Sk. 6652 Municipality of Mission, D.N.W. (9¾ acres)

and

2. Part 10 acres more or less of NW¼ of Sec. 20, Twp. 17, more particularly described as commencing at a point 15 chains due South from NE corner post of NW¼ of Sec. 20, Twp. 17 thence South 5 chains, thence West 20 chains, thence North 5 chains, thence East 20 chains to point of commencement. (10 acres m/l)

and

3. Lot 9 of Lots 9 to 16 of NE¼ of Sec. 24, Twp.4, Map 1121, Municipality of Delta, D.N.W.

		Assessed Value	Appraisal H. Mennies	Sold to B. Jarocsuk	Claimant's Valuation	
RP 1.	Land	$605.00				9¾ acres
	Improvements	700.00				
		1305.00	1000.00	1310.00		Land -$5000. Bldgs- 3000. $8000.
RP 2.		Assessed Value	S.S. Board Appraisal	Sold to V.L.A.	Claimant's Valuation	
	Land	720.00	650.00			
	Improvements	1200.00	1200.00			10 acres
		1920.00	1850.00	2095.00		
RP 3.		Assessed Value	S.S. Board Appraisal	Sold to V.L.A.	Claimant's Valuation	
	Land	166.00	45.90			
	Improvements	40.00			1600.00	4.75 acres
		206.00	45.90	44.00	1600.00	
Grand Total		$3431.00	$2895.90	$3449.00	$9600.00	
				Less sale price	3449.00	
				Amount of Claim for Real Property	$6151.00	

Claimant values the land in Mission at $500.00 per acre, and in Delta at $335.00 per acre.

Claim for Loss of Crop - $1500.00 Not within terms of Commission.

Mission City. B.C.
April 25th 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
APR 27 1942

Tothe Custodian,
Royal Bank Bldg,
Vancouver. B.C.

Dear Sir:

I give below particulars of monies loaned by me to Japanese, and secured by Mortgages on ~~their~~ property hereinafter mentioned.

✓ TORAKUMA YANOSHITA to JOSEPH A. CLAY.

Principal.....	1500.00
Interest to 15th Sep 1942	150.00
Insurance paid on Dlg for 9 years	90.00
	$1740.00

Property:- Part of the N.W.¼ of Section 20 Township 17 Mission. N.W.D. Registered under No.67015C and dated September 15th 1930.
Principal due 15th September 1933.

KAMEJIRO TSUGI TO JOSEPH A.CLAY.

Principal.....	$650.00
Interest at 10% paid to October 22nd 1942	--

Property: Block 9 of S.W.¼ of Section 20 Township 17 Mission. N.W.D. Registered under No.56631C and dated October 25th 1926.
Principal due 22nd October 1935

KENZO ONO to JOSEPH.A.CLAY.

Principal.....	500.00
Interest to 29th Sept)42 at 10%	50.00
Insurance paid by me on dwelling for 6 years	20.00
	$ 570.00

Property: Lots 5 N.E.¼ of Section 28 Township 17 Map No.3031, Mission. N.W.D. and Registered under No.67129C and dated September 29th 1930.
Principal due 29th September 1933.

I solemnly declare that the foregoing to be true and 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)
Province of British Columbia this)
25th day of April A.D.1942.)

Joseph A. Clay

A Notary Public in and for the
Province of British Columbia

#381

Extract from Lease.

File #5421.

Lessor: Torakuma YANOSHITA.

Lessee: Abram D. REMPEL.

Date: 16th April, 1942.

Term: 10 months from 1st April, 1942, with option to extend lease for 1943, arrangements to be made with P.C.U.

Consideration: $1,200.00, paid, and in event of crop failure by Vis Major or act of war Lessee to have right to use and occupy premises and crops during 1943 without further payment.

Property:

Land: 11 acre portion of Lot 15 Section 9 Township 17 Map 3148 bordered on North side by C.N.R. and on East side by Riverside Road, and on South side by Beaton's line fence. Municipality of Matsqui, N.W.D.

Lease from Okuma-Yore

Houses: Included, also buildings.

Chattels: Live stock and farm implements.

15 ac. Yore to Okuma, lease - to Tarakichi Yanoshita
11 acres to Yanoshita, sublease #1
" to Rempel, sublease #2
Sublease from Okuma, Feb 5 1943 who leased from Yore

FILE 5421
Torakuma YANOSHITA

No. 51547

J2 29

CERTIFICATE OF ENCUMBRANCE

LAND REGISTRY OFFICE

. . . . . New Westminster, B. C.

- - - - - minutes 10 o'clock 1st day of April, 1943.

I HEREBY CERTIFY that the following is the state of the title to - - - - -

Lot 8 of the South West quarter of the North East quarter of Section 20 Township 17 Map 543 Save and Except part 0.25 acres shewn on Sketch 6652 Municipality of Mission in the District of New Westminster

Registered Owner: HUGH DENNIS MARRYATT viz.: - Annulled in deed to "Captain, R.C.I. England"

Register of Indefeasible Fees Folio No. 35693E

Registered Charges: Certificate of Vesting in the Custodian Filed No. 25651

- Deed to Torakuma Yanoshita in each Dept B

Applications for Registration None

Receiving Order or authorized Assignment under the "Bankruptcy Act": None

Assignment for benefit of Creditors: None

Judgments: None

Mechanics' Liens: None

To Office of the Custodian

"E. S. STOKES"
Registrar

5421

FARM LEASE

THIS INDENTURE made in duplicate the 16th day of April A.D., 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

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

Of the First Part

- and -

ABRAM D. HIEBERT of Abbotsford
in the Province of British Columbia
Farmer
(hereinafter called the Lessee)

Of the Second Part

? This is part of property owned in Lease Annie T. Fow. Motoyui and Y. Okuma # 5445

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

an eleven (11) acre portion of Lot Fifteen (15) Section Nine (9) Township Seventeen (17) Map 3148 bordered on the North side by the C.N.R. and on the East side by Riverside Road and on South side by Beaton's line fence.

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 1st 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 Twelve hundred ($1,200.00) 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:-

Six (6) acres of strawberries

Five (5) acres of rhubarb

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good 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 accounnting 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 194 2 , he shall be able to again rent the said lands for the year 194 3 , 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 194 3 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

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

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
TONAKUMA YANOSHITA and ABRAM D. HEMPEL
in the presence of

M M Fletcher.

T. Yanoshita

A. D. Rempel

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 TONAKUMA YANOSHITA and ABRAM D. HEMPEL 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 Sixteenth day of April
A. D. 1942.

A Commissioner for taking affidavits
within British Columbia.

M M Fletcher.

FARM LEASE

THIS INDENTURE made in duplicate the 21st day of April A.D., 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:- TORAKUMA YANOSHITA of Mission City

in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

PAUL ADANK of the same place

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 Mission in the District of New Westminster and Province of British Columbia, more particularly described as:

Lot Eight (8) of South East quarter Section Twenty (20) Township Seventeen (17) containing nine and one half (9½) acres more or less AND Ten (10) acres of North West quarter Section Twenty (20) Township Seventeen (17)

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 Nine months to be computed from the first day of May 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 Five hundred ($500.00) 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 anp 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:-

One and three quarter (1¾) acres strawberries

One and one quarter (1¼) acre of raspberries

One quarter (¼) acre of red currants

One quarter (¼) acre of gooseberries

One quarter (¼) acre of loganberries

One half (½) acre of black currants

One quarter (¼) acre of asparagus

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 accounnting 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 194 2 , he shall be able to again rent the said lands for the year 194 3 , 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 194 3 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

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

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
TORAKUMA YANOSHITA and PAUL ADANK
in the presence of

M M Fletcher

T. Yanoshita

P. Adank

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 TORAKUMA YANOSHITA and PAUL ADANK the parties thereto, duly sign and execute the within instrument, for the purposes therein named.

2. That the said instrument was executed at Mission City aforesaid.

3. That I know the said parties and that they are each, in my belief of the full age of twenty-one years.

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

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

A Commissioner for taking affidavits
within British Columbia.

M M Fletcher

REPORT
ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY: Mission. Date: June 1st. 1942.

NAME: YANOSHITA. Torakuma, REGISTRATION NO. 14544.

ADDRESS: 520. Sawdust Road, Mission, B.C.

PROPERTY: (DELT. PROPERTY BUSHLAND ONLY)

ACREAGE: 9¾. and 19¾. (2 properties adjoining)

KIND OF CROPS: Strawberries. Rasberries, Red C. Goose B. Black C. Aspgus.

APPROXIMATE ACREAGE OF EACH: S. 1¾. 1¼. ¼. ¼. ½. ¼.

HOUSE: VACANT: OCCUPIED Yes. Lessee, Adank.

DESCRIPTION 2 Story wooden frame house ROOF: Shingle.

NO. OF ROOMS 6.

SIZE: 28 x 32

CONDITION: Fair.

OTHER BUILDINGS: Woodshed. 1 room shack. Barn. Garage. 3 Chicken houses. Root house.

NAME OF LESSEE OR RENTOR: Paul Adank. address above.

TERMS: $500.00 for crop both places for 9 months, from May 1st.1942 to January 1943. Finnanced by P.C.U. $250.00 Cash, Balance September.

WATER: Well. ON: OFF:

LIGHT: ON: Yes. OFF:

REMARKS: Acreage on crops covers both properties.
Agreement covers crops, house & buildings only.

INVENTORY OF CHATTELS LEFT ON PROPERTY

Stored in the house.

Kitchen range. No Value

2 Heaters.

22 Kitchen chairs. 15 ok. (5 Dinning)

Dining table & 4 Chairs.

In the barn.

Harrow.

(Hand) plow. home

Missing — Spring tooth harrow. (Horse drawn.) Seeking claim on property when he lets over

In the Garage.

Bdl Garden tools.

Signed:

I. C. Bardwell.

1208 - J

EXHIBIT No. Nov. 3/48

DATE

FILED BY F.A.Brewin

THIS AGREEMENT, made in duplicate this Twenty-fifth day of February in the year of Our Lord one thousand nine hundred and thirty

BETWEEN

Name, Address, and Occupation of Parties

Hugh Dennis MARRYAT, Captain R.N. of Old Farm House, Buxted, Sussex, England

hereinafter called the "Vendor" of the one part

AND

TORAKUMA YANOSHITA, farmer of Mission Municipality in the Province of British Columbia

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

in the District of New Westminster Province of British Columbia

and more particularly known and described as ....

Block Eight (8) of the South half (S.½)

of the North east quarter (N.E.¼) of

Section Twenty (20) Township Seventeen (17)

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of - - - - - -ONE THOUSAND ($1000.00) - - - - - Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Two Hundred ($200.00) - - - - -Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows: One Hundred and sixty dollars ($160.00) each and every year until the said principal sum is fully paid and satisfied, payable on the 25th day of February in each year.

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 along with the principal payments 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 prupose 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,

reto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance 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 under and by virtue of the Municipal Act, being Chapter 177 of the R.S.B.C., 1924, and amendments thereto, as often as any default shall happen in making such payments the Vendor may give the Purchaser ninety 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 thesaid 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:

Mr. T. Yanoshita, Mission City, B. C.

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, 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.

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

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness... "Arthur H. Godfrey"

Street Address...10 Lonsdale Gardens

Town... Tunbridge Wells, Kent, England.

Occupation... Solicitors Clerk

"H. D. Marryat"
Vendor

"Torakuma Yanoshita"
Purchaser

"K. M. In...? "
Mission City, B.C.
Notary Public
as to signature of purchaser.

AFFIDAVIT OF WITNESS

(not filled in)

FOR MAKER (INCLUDING MARRIED WOMAN)

I HEREBY CERTIFY that, on the twenty-first day of March, 1930, at Tunbridge Wells, Kent, England, Hugh Dennis Marryat ..... personally known to me, appeared 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 he executed the same voluntarily, and is of the full age of twenty-one years.

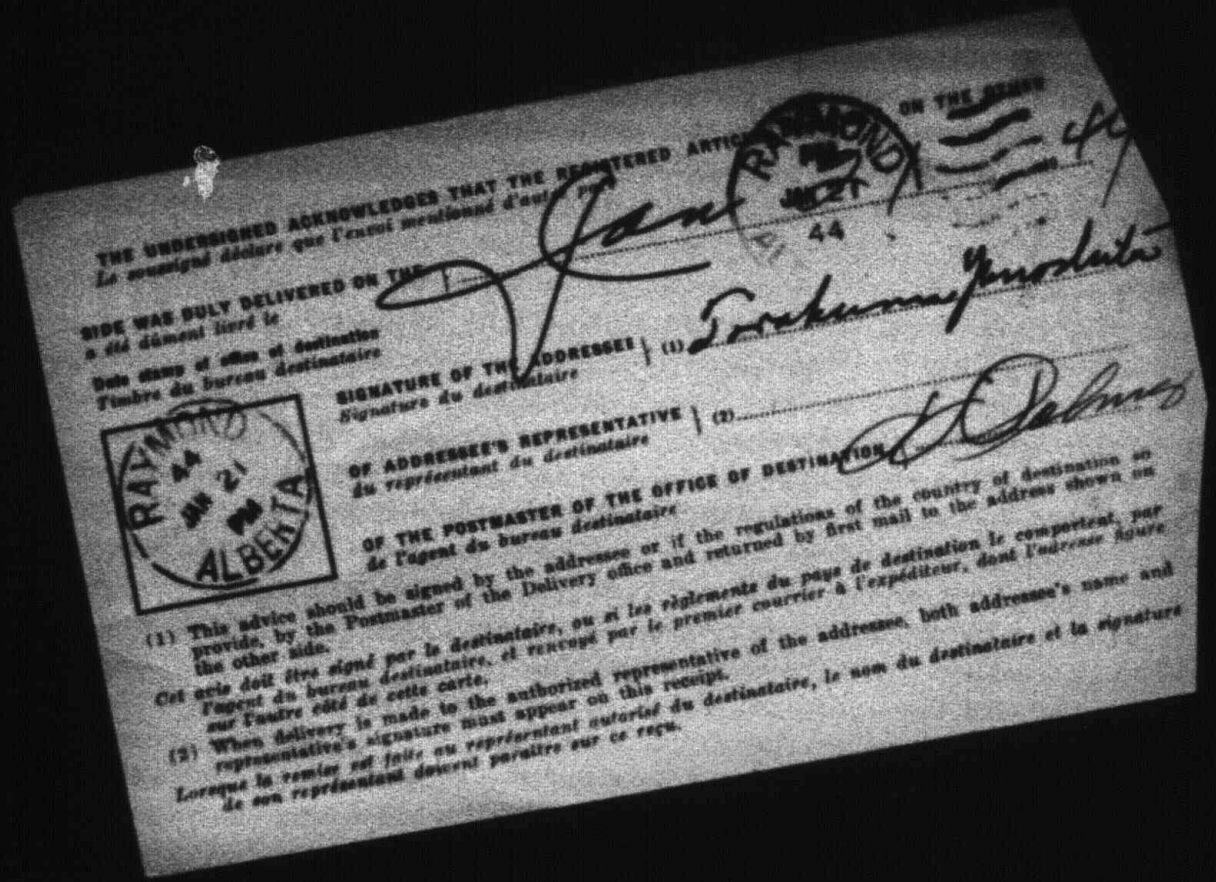
IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Tunbridge Wells aforesaid this twnty-first day of March in the year of our Lord, one thousand nine hundred and thirty.

"J. B. Snell"
A Notary Public

(SEAL)

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

July 15, 1949. B Hyde


THE UNDERSIGNED ACKNOWLEDGES THAT THE REGISTERED ARTICLE
Le soussigné déclare que l'envoi mentionné d'autre part

SIDE WAS DULY DELIVERED ON THE
a été dûment livré le

Date stamp of office of destination
Timbre du bureau destinataire

SIGNATURE OF THE ADDRESSEE | (1)
Signature du destinataire

OF ADDRESSEE'S REPRESENTATIVE | (2)
du représentant du destinataire

OF THE POSTMASTER OF THE OFFICE OF DESTINATION
de l'agent du bureau destinataire

RAYMOND
JUN 21
ALBERTA

44

(1) This advice should be signed by the addressee or if the regulations of the country of destination so provide, by the Postmaster of the Delivery office and returned by first mail to the address shown on the other side.

Cet avis doit être signé par le destinataire, ou si les règlements du pays de destination le comportent, par l'agent du bureau destinataire, et renvoyé par le premier courrier à l'expéditeur, dans l'adresse figure sur l'autre côté de cette carte.

(2) When delivery is made to the authorized representative of the addressee, both addressee's name and representative's signature must appear on this receipt.

Lorsque la remise est faite au représentant autorisé du destinataire, le nom du destinataire et la signature de son représentant doivent paraître sur ce reçu.

COPY

S T A T E M E N T

PACIFIC CO-OPERATIVE UNION
Mission City, B.C.

DR. to T. Yanoshita

May 19, 1943

Date	Invoice No.	Particulars	DR.	CR.	Balance
June 22		CK #884 General Securities	220.00		
Aug. 5		CK #2681 General Securities	840.00		
Oct. 31	Stat.	Truck a/c		1600.00	
Nov. 30	Stat.	Nov. 26 CK #4381 (Mrs. M. Fore rent)	200.00		
		Nov. 30 CK #4384 C. P. R. freight	2.57		
Jan. 15	Stat.	Interest on one U. F. C. share		.80	
Jan. 30		CK #4457 Custodian	338.23		
Apr. 8		CK #4637 C. P. R. Freight	4.45		
			1605.25	1600.80	

Debit Balance $4.45

This was credited on Cashbook Page
to Tatsuo Yanoshita July 6th.

File No. 5421.
Special Ad.

July 10th, 1946.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Torakuma YANOSHITA
Mun. of Mission
Lot 8 of S.W. ¼ of N.E. ¼ of Sec. 20,
Twp. 17, Map 543, SAVE & EXCEPT 0.25
acres shewn on Sketch 6652, D.N.W.

With reference to the above property which was recorded in the New Westminster Land Registry Office, April 25th, 1946, we attach herewith the following documents in connection therewith.

1. Copy of application number 202538-E, dated April 25th, 1946, registering Deed from Hugh Dennis Marryatt to Torakuma YANOSHITA.

2. Statutory Declaration dated March 2nd, 1945.

3. Copy of application number 202539-E, dated April 25th, 1946, registering the property in the name of the Custodian (Transmission).

4. Copy of application number 202540-E, dated April 25th, 1946, registering the property in the name of Bazyli Jaroszuk (Deed).

5. Duplicate of Transmission dated April 17th, 1946.

6. Duplicate of Deed dated April 17th, 1946 - Secretary of State to Bazyli Jaroszuk.

7. Certificate of Indefeasible Title number 202540-E, dated June 27th, 1946, covering the above property in the name of Bazyli Jaroszuk.

D.A. Cramer

DAC:JS
Attch.

SPECIFIED ARTICLES

File No. 5421 October 28th, 1947.

RE: Torakuma YANASHITA REG. NO. 14544.

The above Japanese stated in his "JP" Form of April 21/42 that he owned a Dodge Truck which was then in custody. It was later ascertained that the truck in question was a 2 ton Dodge, T118G - 6061C, Serial No. 8948902, 1942 model, purchased under Conditional Sales Agreement with the Oliver-Overland Motors Ltd. (see memo July 14/44).

Purchase price	$1806.17
Cash Payment	500.00
	$1306.17
Ins. and carrying charges	258.31
Balance due	$1564.48

Truck was released by Custodian to Pacific Coop Union, (ltr. June 22/42) and returned by Pacific Coop Union to the finance company (ltr. June 2/43). A letter dated July 3/44 from the Columbia Securities Ltd. states that their claim against this truck had been satisfied and no credit accrued to Yanoshita.

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

MLB:DP

M. L. Brown

EXHIBIT No. 120 A - 16

DATE NOV 3 - 1948

FILED BY K A Rankin.

PERSONAL PROPERTY SUMMARY

File No. 5421

October 30th, 1947.

RE: Torakuma YANOSHITA REG. NO. 14544.

CHATTELS:

Yanoshita declared in general terms only, on his "JP" Form of April 21/42, that he had left household furniture, farm implements, carpenter tools and lumber at his residence, also that the house key would be left with the party to whom his house would be rented.

There is no record on file of any inventory of chattels having been made by the Custodians Representative.

All usable chattels were sold at public auction at Mission, on February 21/45 (#17), and net proceeds of sale were credited to Yanoshita's account.

On October 30/46 Yanoshita enquired regarding a Rototiller which was left with the Pacific Coop. Union and for which he paid $310.00. The Pacific Coop. Union state they cannot trace this Rototiller and other articles left by Yanoshita in their warehouse (Ltr. Jany. 6/47). These chattels were not declared to Custodian at the time of evacuation.

BONDS:

2 - $50.00 Victory Loan Bonds.
132 Shares Pacific Cooperative Union.
167 Shares United Farmers Cooperative.
These shares were not brought under control of the Custodian, but this office extended every facility in collecting interest and disposing of the Pacific Coop. Union shares as they matured.

BANK ACCOUNTS:

About $10.00 in Bank of Commerce, Mission, B. C. - not brought under control of the Custodian.

LIFE INS.:

$1,000.00 with Manufacturers Life Insurance Co.
Beneficiary - wife of declarent.
not brought under control of Custodian.

ACC. REC.

$250.00 P. Adank
$600.00 A. Remple

These accounts represented the unpaid balance owed by the lesser and sub. lesser of Yanoshita's properties and were by way of post-dated cheques, due September 2/42, issued by Pacific Coop. Union. These accounts were paid on February 22/43 and April 20/43 respectively.

FUNDS: Funds have been forwarded to YAMOSHITA from time to time at his request. His present balance with the Custodian amounts to $813.13, which amount we are forwarding to him today. There remains only $200.00 of Pacific Coop. Union shares which mature early in 1948.

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

M. L. Brown

MLB:DP

October 30th, 1947

NAME YAMOSHITA, Torakuma

REGISTRATION NO. 14544 FILE NO. 5421

The following chattels were sold by public auction at Mission, B. C. on February 21, 1945.

1 Box of sundries	$	0.35
Carrier and chain		0.25
1 Broken brooder		0.50
1 Brooder		1.25
Wire		0.50
1 Lever harrow		4.00
Line and cable		0.60
2 Chokers		0.25
1 Box of junk		0.25
1 Box of junk		0.50
1 Wheelbarrow		1.00
2 Hoes		0.50
2 Hoes and rake		0.60
1 Hoe and rake		0.50
2 Hoes		0.25
1 Shovel and hoe		0.35
1 Cultivator		1.50
1 Trunk		1.50
1 Plow		2.25
1 Cultivator		5.50
Group of old chairs		4.50
1 Mattress		1.25
1 Wicker chair		1.00
2 Old beds		0.50
5 Troughs		0.45
1 Writing desk		2.50
1 Stove		1.50
1 Table		1.00
Total	$	
Carried forward	$	35.10
[redacted]	$	
[redacted]	$	

[redacted]

[redacted]

[redacted]

NAME YAMOSHITA, Torakuma

REGISTRATION NO. 14544 FILE NO. 5421

The following chattels were sold by public auction at Mission, B. C. on February 21, 1945.

	Brought forward	$ 35.10
1 Table		1.00
Chicken fountains		0.15
Chain		0.60

Total			$ 36.85
Less Expenses:	(Auctioneer's Fee:	$ 3.68	
	(Advertising:	0.23	
	(Moving:	7.96	$ 11.87
Net Proceeds Credited:			$ 24.98

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

Extracted from Auctioneering List No. Mission 17.

Remarks.

CHATTEL SCHEDULE

File 5421

October 28th, 1947.

Re: Torakuma YANOSHITA

Declared on "JP" Form of Apr. 21/42 as left in house at Sawdust Rd. Mission B.C. Key to be left with party renting the house.

Auctioned Feb. 21/45 Mission, 17.

Remarks

Household Furniture
Farm implements
Carpenter tools
7000' Lumber

sold to Van Valzen
2½ M. $57.50

1 box of sundries
carrier and chain
1 bfoken brooder
1 brooder
1 lever harrow
wire
line and cable
2 chokers
1 box of junk
1 box of junk
1 wheelbarow
2 hoes
2 hoes and rake
1 hoe and rake
2 hoes
1 shovel and hoe
1 cultivator
1 trunk
1 plow
1 cultivator
group of old chairs
1 mattress
1 wicker chair
2 old beds
5 troughs
1 writing desk
1 stove
1 table
1 table
chicken fountaine
chain

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

MLB:DP

M. L. Brown

ADDITIONAL CHATTELS BELONGING

TO

YANOSHITA, Toraiama #14544
520 Sawdust Road, Mission.

2 Pro.

Few pieces of cable.

2 Logging hooks.

1 Short handel pruner.

5 Jap sickels.

1 Cross cut saw.

2 Coal brooders.

3 Metal feed troughs.

3 Barrels.

2 Drum heaters.

9 Bundles of flooring.

2 Horse cultivators.

3 H.H. Tables.

1 Library table,

2 B eds complete. (1 poor)

App. 1400-ft. of 6x6" timbers.

1 Kitchen range.(poor)

Signed. Ran Anderson.

June 16/43.

PACIFIC CO-OPERATIVE UNION

Mission City, B. C.
May 29, 1943

Mr. R. P. Alexander,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Replying to your letter of the 18th instant.

We list below the information you require in regards to the trucks mentioned in your letter.

T 204 M. Shikaze truck bought by J. Foisy.

T 203 Mrs. K. Umetsu truck sold herself.

T. 197 Mr. T. Yanoshita- Dodge truck- returned to Finance Company.

T 192 S. Z. Shin truck - now in possession of Haas Hop Co.

T. 209 M. Haraga truck - Haney Motors.

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per "J.B. Shimek" (Signed)

J. B. Shimek Gen. Mgr.

JBS/EK

COPY - ORIGINAL ON FILE 9320

(EXTRACT)

1208 - 10

EXHIBIT No. Nov. 3/48

DATE

FILED BY F.A.Brewin

CONDITIONAL SALES AGREEMENT

AGREEMENT made this 24th day of December, 1941

Between OLIVER-OVERLAND MOTORS LTD. (hereinafter called the Vendor), and

Torakuma Yanoshita, RR #1, Mission City, British Columbia.
(hereinafter called the Purchaser)

WITNESSETH: The Vendor hereby agrees to sell, and the Purchaser agrees to purchase the motor vehicle hereinafter described (receipt of which in good order and condition is hereby acknowledged by the Purchaser), viz.:

Total Selling Price	$ 1806.17
Cash Payment	500.00
Balance,.....	$ 1306.17
Reg. & Filing	3.00
Insurance as specified below:	
Fire and Theft ($.....) 18 Mos.	21.90
Collision ($50.00 Deductible)	44.25
Public Liability, Property Damage	40.50
Carrying Charges	148.66
Balance to be paid by instalments As per schedule	1564.48

SCHEDULE OF INSTALMENTS

3 months after date	$200.00
6 months after date	$300.00
9 months after date	$500.00
12 months after date	$200.00
15 months after date	$364.48

Pay Direct to: COLUMBIA SECURITIES LIMITED
Hall Building, Vancouver, B.C.

Trade Name	Motor Number	Serial Number	Number License	Tonnage	No. Cyl.	Body Type	Year and Model	New or Used
Dodge	T118C-6061C	8948902		2	6	Truck	1942	New

The Vendor and Purchaser mutually covenant and agree with each other as follows:-

(Nos. 1 - 16) .....

OLIVER-OVERLAND MOTORS LTD.

"T. Yanoshita"
Purchaser's Signature.

I hereby certify that the foregoing is a true extract from the original whereof it purports to be an extract.

July 15, 1949.

EXHIBIT No. 1208 - 11
DATE Nov. 3/48
FILED BY F.A.Brewin

999

Dr. to PACIFIC CO-OPERATIVE UNION
Mission City, B. C.

Credit

Mr. T. Yanoshita No._____ Date May 16th, 1942

Quantity	Description	Amount
2	Kegs Nails 185 lbs. @ 7½	13.88
2	Sax Lime	1.30
2	" Go West	7.50
		22.68
	Hop Wire not Delivered	74.80
		$ 97.48
	Less Jam 16.50	
	" Dr. Bal. 71.30	87.80
		$ 9.68

1000

Dr. to PACIFIC CO-OPERATIVE UNION
Mission City, B. C.

Mr. T. Yanoshita No._____ Date May 16th, 1942

Quantity	Description	Amount
	Received from T. Yanoshita for Storage	
(for sale)	1 Duster	
	1 Sprayer	
	1 Rototiller (2 Tins Oil)	
	sgd. G. A. Reed	

(Envelope addressed to T. Yanoshita also included in exhibit)

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

July 15, 1949. G Hyde

TREAT YOUR CREDIT AS A SACRED TRUST

NOTICE OF SEIZURE

T.197.

TO. Torakuma Yanoshita, R. R. # 1, Mission, B. C.

AND ALL WHOM IT MAY CONCERN:—

Take notice that I have this 30th day of April A.D. 1942 seized and taken possession of the undermentioned goods and chattels

One 1942 Dodge Truck

Motor #T1130-6061C, Serial #8948902

for the sum of $ 1,564.48 being amount due to Columbia Securities Ltd. under a certain Conditional Sales Agreement dated the 27th day of December 1941 and that unless you pay the said sum together with interest, and expenses of taking possession which have been incurred, within twenty-one days from the date thereof the said goods and chattels will be sold according to law.

DATED at VANCOUVER, B. C., this 30th day of April 1942

Retail Credit Grantors' Bailiffs Ltd.
501-525 WEST GEORGIA STREET
TELEPHONE MARINE 8850
VANCOUVER, B. C.

Signed: J. Newton

RETAIL CREDIT GRANTORS' BAILIFFS LTD.
Per ALBERT CHAPMAN, Bailiff.

To be handed to the applicant.

Licence No. CY996 PROVINCE OF BRITISH COLUMBIA. Revenue Receipt No. 78188 F

Year 19 41

"MOTOR-VEHICLE ACT."

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. CY 996.

from Torakuma Yamashita, of Mission, B.C., as vendor,

to Pacific Co. Op. 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 4 day of March Per J. Purser

(Signature of issuing official.)

1942 at Mission, B.C. *Official position* BCP

MOTOR OFFICE PAID MAR 4 1942 MISSION

PROVINCE OF BRITISH COLUMBIA.

M.V. Reg. No. _____ "MOTOR-VEHICLE ACT." Licence No. CY-996

APPLICATION FOR REGISTRATION AND LICENCE FOR A MOTOR-VEHICLE OTHER THAN A MOTOR-CYCLE.

To the Commissioner of Provincial Police, Victoria, B.C.:

Application is hereby made, in quadruplicate, for registration and licence in respect of the motor-vehicle described hereunder:—

Name of vehicle Dodge Style Truck Engine No. T 1183

Serial No. B24 5002 No. Cylinders 6 Weight in pounds 4530

Dealer's selling-price f.o.b. point of delivery in British Columbia, $ 1506.00 Carrying capacity 2 Tons

Year of make 1942 Model _____ Date of original purchase from dealer Feb 6th 1942

Has motor-vehicle been previously registered? No Where? _____ When? _____

Number of last licence _____ Year _____ Province / State _____ How to be used _____ (Private, hire, or commercial.)

Name in full, of owner TOSAKUMA YANOSHITA (To be printed in block letters.) Occupation Farmer

Residential address of owner _____ (Number.) _____ (Street.) _____ (City or town.)

The applicant now tenders the sum of $ 12.23 Reg Fee, being the fee prescribed under the "Motor-vehicle Act," and hereby certifies to the correctness of all the statements herein contained.

Dated this 6th day of February, 1942 at Ottawa, B.C.

Signature of owner Tosakuma Yanoshita

TO BE GIVEN TO LICENSEE.

11,500 (28)-1006-8167

Form 246

ROYAL CANADIAN MOUNTED POLICE

Detachment
Seizure No. [illegible]
FOR USE WHEN APPLICABLE

EXHIBIT REPORT

Detachment File No.
Sub-Division File No.
Division File No. E 269-6-13-5
Headquarters File No.

Detachment
Sub-Division
Division "E"
Date March 19th 19 42

RE:- T. YANOSHITA Mission,B.C.
NAME OF FILE

On March 19th 19 42, I H.F.Price RCMP
MEMBER'S NAME

Came into possession of the following goods by:-

SURRENDER UNDER O.C.P.C. 1486

TORAKUMA YANOSHITA

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

Saw dust R1

NO. OF PKGS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
		(41) GY 996 42 Dodge truck not available 441 appears good NONE

T. Yanoshita

delivered by
13215 Masayoshi YANOSHITA

H.F.Price
March 19/42

SIGNATURE OF MEMBER SUBMITTING REPORT

File No. 5421.

CLAIMS DEPARTMENT May 26th, 1943.

Torakuma YANOSHITA - Reg: No. 14544

CREDITORS:

Pacific Co-operative Union ..... ? Nothing due May 11 1948.

/DE

October 29th, 1947

REG. NO. 14544	NAME YANOSHITA, Torakuma				FILE NO. 5421
COMPANY	POLICY NO.	AMOUNT	EXPIRATION MONTH	DAY	YEAR	PROPERTY
Legal & General Assurance Soc. Ltd.	17365	$1,000.	Feb.	8	1946	NE pt.NE¼ Sec.20,Twp.17, Mun. Mission, M.M.D., B. C.
Canadian-American Insurance Company	106842	$1500.	April	23	1944	NE pt.SW¼ Sec. 20, Tp.17, Mission Mun., M.M.D.,B.C.

(Information supplied by Ins. Co.)

LIVE INSURANCE

Name Torakuma Yanoshita File No. 5421

Lethbridge - Alta Reg. No. 14,5-461

Company Manufactures Life Ins. Co. Agency Vancouver

Policy No. 823,144

Premium - $ 76.80

Payable: Annually, Semi-annually or monthly

Month December Day 6th

REMARKS:

27

Letter sent 7/9/43

CONDITIONAL SALES AGREEMENT

Agreement made this 24th day of December, 1941 194

Between: OLIVER - OVERAND MOTORS LTD. (hereinafter called the Vendor), and

Mr. Torakuma Yanoshita, RR#1, MISSION CITY, British Columbia.

(hereinafter called the Purchaser.)

WITNESSETH: The Vendor hereby agrees to sell, and the Purchaser agrees to purchase the motor vehicle hereinafter described (receipt of which in good order and condition is hereby acknowledged by the Purchaser), viz.:

Total Selling Price		$ 1806.17
Cash Payment	$ 500.00	
Car Traded In	$	
Balance		$ 1306.17
Insurance as specified below:	Reg. & Filing	3.00
Fire and Theft ($)	18 Mos.	$ 21.90
Collision ($ 50.00 Deductible)		$ 44.35
Public Liability, Property Damage		$ 40.50
Carrying Charges		$ 148.66
Balance to be paid by instalments As per schedule		$ 1564.48

Pay Direct to: **COLUMBIA SECURITIES LIMITED**
HALL BUILDING, VANCOUVER, B.C.

SCHEDULE OF INSTALMENTS

1 month after date, $	
2 months after date, $	
3 months after date, $	200.00
4 months after date, $	
5 months after date, $	
6 months after date, $	300.00
7 months after date, $	
8 months after date, $	
9 months after date, $	500.00
10 months after date, $	
11 months after date, $	
12 months after date, $	200.00

15 months after date

$ 364.48

TRADE NAME	MOTOR NUMBER	SERIAL NUMBER	NUMBER LICENSE	TONNAGE	NO. CYL.	BODY TYPE	YEAR AND MODEL	NEW OR USED
DODGE	T118G-60610	89489U2		2	6	Truck	1942	New

The Vendor and Purchaser mutually covenant and agree with each other as follows:—

1. Said property and all parts and accessories added thereto either as additions thereto or in substitution for existing parts or accessories, is now and shall remain the absolute property of the Vendor until after full and complete payment of the purchase price therefor.

2. The Purchaser covenants, subject as hereinafter provided, to pay the said balance on the respective due dates above specified, and to pay interest at 10 per cent. per annum on any unpaid instalments from respective due dates until paid.

3. The said property and every part thereof at all times while out of possession of said Vendor, shall be at the risk of said Purchaser, and all loss or damage of said property or any part thereof shall be borne by said Purchaser, and no such loss or damage shall operate to extinguish or diminish any liability upon said notes.

4. The Purchaser shall of even date herewith Execute a Promissory Note for the amounts of such instalments payable on the due dates thereof without days of grace, and bearing interest at 10 per cent per annum from the dates of payment until paid. Such promissory note (including any renewals, cheques or substitutions therefor) is not to be given or received as payment or part payment of the purchase price, but is given and received merely as collateral security for payment of the Purchaser's indebtedness under this Agreement. The Vendor may discount or negotiate said Note (including any renewals, cheques or substitutions therefor) without changing its character as between the Parties hereto.

5. The Purchaser shall at all times while the said property is in his possession, have the right to use the same for such legal uses and purposes as are necessary to his private business or pleasure, but not otherwise, and shall not use or permit to be used the said car for HIRE without written permission of the Vendor.

6. The Purchaser shall pay any and all taxes and charges, Parliamentary or Municipal, which may be levied or assessed against the automobile, including war taxes (if any).

7. The Purchaser shall take proper care of said automobile and of all said parts, devices, tools, and equipment, and shall not neglect, misuse, damage or destroy the same or any part thereof, or suffer the same to be done. If said automobile or any of its accessories are injured or require repairs, all work done and material supplied upon or in connection with, and all expenses incurred on account of the said automobile, shall be paid by the Purchaser forthwith from time to time as the same are made, done, supplied or incurred, and the Purchaser shall not at any time suffer or permit any charge or lien whether possessory or otherwise, to exist against the said automobile.

8. The Purchaser shall not sell or attempt to sell or in any manner dispose of said automobile, or any of said parts, devices, tools or equipment, or remove, or attempt to remove the same or any part thereof, from British Columbia, except upon the written permission of the Vendor, and shall not allow the same to be driven by any person while under the influence of intoxicating liquor.

9. The Purchaser covenants that the automobile covered by this agreement will not be used for the TRANSPORTATION OF LIQUOR OR DRUGS or any unlawful purpose during the life of this agreement, and in case of any such contingency, the entire debt hereby secured shall, at the Vendor's option, become immediately due and payable, and the Vendor shall have the same right of seizure and sale as if default had been made in payment of principal or interest.

10. If by any reason of failure of the Purchaser to pay an instalment of principal or interest or any part of the same, or to observe any of the covenants, provisos or conditions herein contained, the Vendor shall deem it advisable to take any proceedings, either judicial or extra judicial, to protect itself or enforce the security, all costs and expenses incurred by the Vendor of or incidental to such proceedings shall be payable by the Purchaser and shall be deemed to be a payment of principal due and in arrears hereunder, and shall bear interest at the rate herein above set forth.

11. That time shall be material and of the essence hereof, and that if default be made in the payment of said principal sum or interest, or any part thereof, at the time the same shall become due, or if default be made by said Purchaser in any other respect hereunder, or if he shall in any way at any time or times fail to fully observe and perform any covenant or covenants herein contained, or if said Purchaser fails to make payment for any labor, repairs, improvement or equipment placed upon said automobile by authority of said Purchaser (in which case said Vendor may, at its option, make such payment), then the said principal sum and all accrued interest, including expenses (if any) and including such payment (if any) made by said Vendor thereon, shall thereupon immediately become wholly due and payable at the option of said Vendor (notice of said option being hereby waived), the said Vendor may at once take possession of said automobile and said parts, devices, tools and equipment, wherever the same may be, and sell said automobile and said parts, devices, tools and equipment and the whole thereof, as provided by law.

12. The Purchaser agrees to pay any deficiency that may remain after the application of the proceeds of any sale hereunder to the payment of said indebtedness, or any judgment obtained thereon. The Purchaser shall not be entitled to any accounting whatsoever in respect of any such sale, nor shall any action lie for that purpose, and in the event of there being and surplus as a result of any sale hereunder, the Vendor shall be entitled to the same, nor shall the Purchaser have any claim whatsoever against the Vendor in respect of such surplus or any part thereof or in respect of the proceeds of any such sale or any part thereof. Any rule of law or equity notwithstanding, the relationship of mortgagor and mortgagee is in no way created, nor can it in any way arise under or by virtue of this agreement or anything done hereunder.

13. The Purchaser is to keep the said automobile insured for an amount equal to or exceeding the principal sum payable hereunder, covering such hazards as may be hereinafter noted, in such company or companies as Vendor may approve or select, loss (if any) payable to Vendor, or assigns as interest may appear, and to deliver the policy therefor to said Vendor, and in case of failure of Purchaser so to do, or if Vendor shall deem it expedient to procure such insurance, the Vendor may procure the same, and all sums expended in so doing, with interest thereon at the rate of ten per cent. per annum, shall be added to the purchase price and shall be secured hereby.

14. All rights and privileges of seller under this agreement shall extend to their executors, administrators and assigns.

15. It is expressly understood and agreed that there are no promises, warranties, conditions or representations of the Vendor save as herein set forth, and the Vendor is not in any way bound or affected by any verbal promise, warranty, condition or representation of himself, his servant or agent, and the Vendor in no way warrants or guarantees title to the said automobile, its fitness for the purpose for which it is purchased, or the correctness of the description herein above set forth. The Purchaser takes the same entirely at his own risk.

16. The Purchaser acknowledges receipt of a copy hereof.

OLIVER - OVERAND MOTORS LTD.

James R. Oliver, Pres.
Vendor's Signature.

Signed "T-Yanoshita"
Purchaser's Signature.

COPY

June 23, 1942.

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

Re: Your file #412-C
Legal Section

Dear Sir:-

We are in receipt of your notice of June 22nd that you have released your seizure of #T-197 1941 Dodge Truck to the Pacific Co-operative Union at Mission City.

We wrote to your Mr. Read on June 17th in regard to this vehicle and we take it that this is the reply to that letter. However, we would like to point out that in our letter of June 17th we requested information in regard to the truck, owing to the fact that there is no spare tire, tube or keys. We asked at that time that you consult your records as to the condition of this truck when it was released to Mr. Shimek of the Pacific Co-operative Union. Naturally, we do not want to lay charges for theft until we are sure when and where this theft took place. Also would you please advise us when this motor vehicle was released to the above-mentioned Pacific Co-operative Union as your letter is dated June 22nd and we had the truck in our possession on June 15th.

An early reply would be greatly appreciated.

Very truly yours,

COLUMBIA SECURITIES LIMITED

per

RBR:C

COPY

June 17, 1942.

Mr. Edgar T. Read,
501 Royal Bank Bldg.,
Vancouver, B. C.

Dear Sir:-

Your letter of June 15th to the Retail Credit Grantors' Bailiffs Limited, has been turned over to us. We are at a loss to understand the attitude of your office, as the writer 'phoned there approximately two weeks ago and was informed that the two 1942 Dodge Trucks has been sold and we would be receiving the cheque in due course. We have then received the letter of June 15th in which you state that: "The Dodge 1942 Truck, 2 ton, was released some little time ago to the Pacific Co-operative Union at Mission City."

In view of the fact that this firm did not have a five-cent piece invested in this truck and your office had knowledge of our lien on the truck, we are at a loss to understand why we were not advised when you released the truck. We have repossessed the truck from the Pacific Co-operative Union, and found that there was no spare tire or tube, also the tools are missing and there are no keys. Mr. Shimek advises us that this is the condition of the truck when released by yourselves.

In view of this being a very serious matter in regard to the tire, as it was a brand-new ten ply tire, we would appreciate your checking your records and advising us before we report this tire as stolen, as naturally we have to report this to the police and also our insurance company, but we do not wish to cause this trouble if your representatives took the tire off for safe-keeping.

We understand that the Dodge Express Truck has been sold to the Provincial Government.

COPY

Mr. Edgar T. Read (cont'd)

In regard to the Ford Sedan car, we would greatly appreciate it if you would advise us when this car is released in order that we may protect our equity.

In conclusion, we would like to point out that the 1942 Dodge Truck which was brand-new has been exposed to the weather ever since being surrendered to you at Hastings Park. Naturally this has not improved the condition of the truck at all.

Awaiting your reply, we are,

Very truly yours,

COLUMBIA SECURITIES LIMITED

per

RBR:C

5421

Telephone PAcific 6177

Columbia Securities Limited

AUTOMOBILE FINANCING GENERAL INSURANCE

821 HALL BUILDING, 789 WEST PENDER ST.
VANCOUVER, B.C.

June 23, 1942.

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

Re: Your file #412-C
Legal Section

Dear Sir:-

We are in receipt of your notice of June 22nd that you have released your seizure of #T-197, 1941 Dodge Truck to the Pacific Co-Operative Union at Mission City.

We wrote to your Mr. Read on June 17th in regard to this vehicle and we take it that this is the reply to that letter. However, we would like to point out that in our letter of June 17th we requested information in regard to the truck owing to the fact that there is no spare tire, tube or keys. We asked at that time that you consult your records as to the condition of this truck when it was released to Mr. Shimek of the Pacific Co-Operative Union. Naturally we do not want to lay charges for theft until we are sure when and where this theft took place. Also would you please advise us when this motor vehicle was released to the above mentioned Pacific Co-Operative Union, as you letter is dated June 22nd and we had the truck in our possession on June 15th.

An early reply would be greatly appreciated.

Very truly yours,

COLUMBIA SECURITIES LIMITED

RBR:C Per R B Kova

5445/1 & 5621

December 16, 1942.

Mr. Torakuma YANOSHITA,
Registration No. 14544,
c/o W. Brandley,
Sterling, Alta.

Dear Sir:

Thank you for your letter dated December 7th in connection with that portion of land, consisting of eleven acres, belonging to Mrs. Annie Fore, leased by Mr. Yoichi Okuma from Mrs. Annie T. Fore, thereafter assigned apparently by Mr. Yoichi Okuma to you and sub-leased to Mr. Abram D. Rempel.

We have no evidence on file to indicate that these transactions were approved by the owner of the land, i.e. Mrs. Fore.

Technically, Mr. Yoichi Okuma, to whom we are sending a copy of this letter, is undoubtedly liable for payment of the full amounts that are due to Mrs. Fore in the absence of proof of consent by Mrs. Fore to assignment by Mr. Okuma to you of the land in question.

It is our pleasure to inform you, however, that we are now advised that the $200.00 due on relative land lease has been paid to Mrs. Annie T. Fore by the Pacific Co-Operative Union, Mission, B. C.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

Metzgar, B.C.
Dec. 21/42

DEC 28 1942
Ans
Referred Richardson

The Custodian's Office
Vancouver, B.C.

Dear Sir,

Re File No. 5445/1
5421

Would you please enlighten me on the following.

I would like to know if the lease between myself and Y. Okuma is still valid and if not would owner have the right to take over the same property.

This last season the farm has suffered, due to lack of cultivation fertilizer and also we find somebody is digging up rhubarb roots so would like to take over myself

I would also like to know if there is a lease between Y. Okuma and I. Yanoshita and if so could a copy be obtained

Hoping to hear from you in the near future.

Yours truly
(Mrs) A. Fox

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65, Plant 55
Matsqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.

EVACUATION SECTION
Rec'd DEC 23 1942
File No. 5421-2
Ans.
Referred Alexander
5421 cont'd

December 21st, 1942.

Mr. R. P. Alexander, Manager,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dennie

File No. 5421 and 545-1
Mrs. Annie T. Fore, T. Yanoshita and Y. Okuma.

Dear Mr. Alexander:

Replying to yours of December 17th.

Mr. Okuma rented 20 acres of land from Mrs. Fore, Mr. Okuma has a separate agreement with Mr. Yanoshita under which agreement Mr. Yanoshita pays Mr. Okuma $200.00, the total rent for the whole parcel is $300.00. Mr. Okuma paid his portion of the rent, $100.00, Mr. Yanoshita didn't pay his portion before he left here. Since we have $540.00 here owing to Mr. Yanoshita and knowing the conditions and circumstances, we paid Mrs. Fore $200.00 and charged it to Yanoshita .

It is quite impossible for Mr. Rempel to do any paying. He is one of those unfortunates that took over 20 acres of Strawberries from Mr. Yanoshita and Okuma and definitely lost his shirt. He is in debt to the Association for $2600.00.

Under the circumstances there is not other way that we can see but to pay Mrs. Fore and charge this payment to Mr. Yahoshita since there is no agreement between Mr. Rempel and Mrs. Fore and also there is nothing in the agreement between Mr. Yanoshita and Mr. Rempel that would specify that he is to pay this rent for 1942. When these agreements were made between Rempel, Yanoshita and Okuma it was our understanding that the rent was supposed to be paid by Okuma and Yanoshita since Rempel paid a very high price for the Strawberry acreage he took over from

Over

these two Japanese.

Trusting that this will explain matters to you sufficiently and extending the compliments of the season to you, we remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per J B Shimek per E K

JBS/EK

J. B. Shimek Mgr.

5421

January 5, 1943.

Mr. Torakuma YANOSHITA,
Registration No. 14544,
c/o W. Brandley, Esq.,
Sterling, Alta.

Dear Sir:

Re: Mrs. Annie T. Fore
Yoichi OKUMA
Abram Rempel

Further to our letter dated December 16th in connection with the above and in which we reported to you that the Pacific Co-Operative Union, Mission, had paid to Mrs. Annie T. Fore the sum of $200.00, we now have to advise you that a letter we have just received from the Pacific Co-Operative Union states that when making payment to Mrs. Fore of the said $200.00, the Pacific Co-Operative Union charged this amount of $200.00 to your account with them.

In referring to the lease dated April 16th, 1942, between yourself and Mr. Abram D. Rempel, we find that said lease in no way stipulates that Mr. Rempel is responsible for the payment of any land rent to Mrs. Fore. Your letter to us dated December 7th stated that it was agreed as between you and Mr. Rempel that Mr. Rempel would pay land rent. Please provide us with particulars accompanied, if possible, by documentary proof of any arrangement you may have had with Mr. Rempel calling for payment by Mr. Rempel of ground rent to Mrs. Fore.

We wrote to you on January 4th in connection with this particular land and would appreciate hearing from you as soon as possible.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

Mission City B.C.
R.R. 1
May 13, 1943

Office of custodian
Mr Mc Kay

EVACUATION SECTION
Rec'd MAY 15 1943
File No.
Ans.
Referred

Dear Sir

In reply to your letter of the 12th of May. I received clear agreement about May 5 or 6th & sent it back by Reg. mail on May 7th Registration No. 964. The Custodian at Hatzic (Mr Ure) said not to pay until things were settled. Now I'm out of funds. But as soon as I get strawberries set out & beans planted. I'll go into bush & work to raise some money. As there is no ready crop to help raise money on. And As our potatoes garden

etc. is planted there
& plowing done which
all run into money
I don't wish to loose it
as well as all my work
So until I can edrn a
pay check
I remain
M. A. Gentry

p.s.
please ans If this
is O. K. & return
Our copy of lease
M. G.

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65, Plant 55
Matsqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.

August 17th, 1943.

...ATION SECTION
Rec'd AUG 19 1943
File No. ...
Ans. ...
Referred Alexander

File No. 5421

Mr. R. P. Alexander, Manager,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir: Re: Mr. Paul Adank and Torakuma Yanoshita

Enclosed please find a complete copy of all transactions between Paul Adank, T. Yanoshita and ourselves. You will notice that the total value of the fruit from both farms, the T. Yanoshita and the T. Tsuji, for which Adank paid $750.00, is only $1591.64. The cost of picking, packing and hauling last year was just about 1/3 of the total value of the fruit. Mr. Adank only received a total of $784.10 from us which means that he had only $250.00 to defray all his expenses on these two farms which is quite impossible. No doubt Mr. Adank did most of the work necessary except picking, otherwise he could have never gotten along on such a small amount of money. We know that Mr. Adank also put some money of his own into this venture. Here again we must point out that a payment of $750.00 cash for a crop of a total value of $1591.54 is out of proportion and it is only fair that both of these men, Mr. Tsuji and Mr. Yanoshita, should be held responsible for the balance owing to us by Mr. Adank.

Thanking you for your usual close attention to these matters, we remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

J. B. Shimek

General Manager.

JBS/EK

STATEMENT

PACIFIC CO-OPERATIVE UNION

MISSION CITY, B. C.

(C.N.R. Points) MATSQUI, B.C.
(C.P.R. Points) MISSION, B.C.

Rec'd AUG 19 1943
File No.
Ans.
Referred

DR. to Paul Adank

DATE Aug 9. 1943

TERMS: Semi-monthly. Interest of 8% charged on overdue accounts.

DATE	Invoice No.	PARTICULARS	Dr.	Cr.	Balance
		Balance Forward			
April	30	Stat. Agreement I Tanji 153rd K Tanji 42d	250 00		
		Agreement I Yamashita	500 00		
		April 28 1942 Ck # 676	25 00		
May	15	Stat. May 9 Receipt #4362 10 Grass Boxes	1 60		
May	31	Stat. 3 crates Ck# 1115 May 28	21 50		
June	15	Stat. Fresh Fruit -		1 80	
		Truck Insurance Inv. #8	26 65		
		May 30 # 4381 250 straw Crates	70 00		
		Sinking Fund	05		
June	30	Stat. Total Fresh Fruit		202 50	
		Sinking Fund	8 53		
		June 20 100 straw Crts Rct # 2405		27 00	
		June 19 Ck # 1294	100 00		
		June 25 Ck # 1399	150 00		
		Advance on 2042 lbs @ 4¢ (straws)		81 68	
		Truck Sales Agreement 9 crts @ 25¢	22 50		
		2042 lbs @ 25¢	25 53		
July	15	Stat. Fresh Fruit		8 31	
		July 7 Ck # 1535	100 00		
		Advance on Straws 7472 lbs @ 4¢		298 88	
		July 14 Ck # 1690	75 00		
		Truck Sales Agreement Straw Crts.	104 25		
		Fresh Fruit	9 31		

STATEMENT

PACIFIC CO-OPERATIVE UNION

MISSION CITY, B. C.

(C.N.R. Points) MATSQUI, B.C.
(C.P.R. Points) MISSION, B.C.

DR. to R Adank

DATE Aug 9 1943

TERMS: Semi-monthly. Interest of 8% charged on overdue accounts.

DATE	Invoice No.	PARTICULARS	Dr.	Cr.	Balance
July 31	Stat.	Total Jam Payment. Balance Forward		347 32	
		July 27 ck # 2255	25 00		
		Truck Sales Agreement	50 04		
		Sinking Fund	10 42		
Aug 15	Stat.	Total Jam Payment.		562 61	
		Bank Note Ck Reg 62	100 00		
		Bank Note Ck Reg 62	100 00		
		Aug 7 ck # 2708	25 00		
		Truck Sales Agreement	17 45		
		Aug 11 ck # 2748 (split yes)	28 00		
		Aug 11 ck # 2749	28 00		
Aug	30 Stat	Sinking Fund	16 88		
Aug	22 5091	2 Go West	7 50		
		Int on $750 for 3 Mo @ 7% Cof Agm.	13 12		
Sept	15 Stat	Aug 29 # 2355 Go west Rt,		3 75	
		Total Jam Payment		1862	
		Sept 2 ck # 3500 Kung Ling	17 40		
		Truck Sales Agreement	2 42		
		Change for Original Store	10 00		
		Sinking Fund	56		
Oct	31 Stat.	Truck Returned		222 19	
		Truck Rental	26 20		

STATEMENT

PACIFIC CO-OPERATIVE UNION

MISSION CITY, B. C.

(C.N.R. Points) MATSQUI, B.C.
(C.P.R. Points) MISSION, B.C.

DR. to Paul Akenk.

DATE Aug 9 1943

TERMS: Semi-monthly. Interest of 8% charged on overdue accounts.

DATE	Invoice No.	PARTICULARS	Dr.	Cr.	Balance
		Balance Forward			
Nov. 30	Stat.	Farm Labor J 136	28 10		
		Prairies Garage Invoice 58	3 85		
May 15	1943 Stat.	Bonus on 1942 Straws		63 43	
		Bonus on 1942 Rasp		6 49	
June 15	Stat.	Truck Agreement Bells. Inv. 63	4 00		
July 15	Stat.	70% of 1942 Claim 85¢ (59.50) Less 15¢ Covering 1 Mo rent owing to M. H. Cabanba. 20¢ Credit to this Jop. at present Time. C.B. 36		20 00	
		July 16 ck # 733 Custodian	20 00		
July 31	Stat.	Acreage Shortage Collections J. M. Campbell	2 97		
			202 73	184 58	
		Debit Balance			162 15

5421

June 12th, 1944.

Mr. Torakuma YANOSHITA,
Registration No. 14544,
Lethbridge, Alberta.

Dear Sir:

We note that you are the Purchaser of Lot 8 of the South West quarter of the North East quarter of Section 20, Township 17, Map 543, Save and Except part 0.25 acres shown on Sketch 6652, New Westminster District, the registered owner of which is Hugh Dennis Marryatt, who we believe resides in England.

Also, that you are the Purchaser of Lots 8 to 12 of the Fractional South East quarter of Section 20, Township 17, Map 951, New Westminster District, of which the registered owners are Adelaide Mary Slaney and Lionel Slaney Potter "In Trust".

We do not appear to have asked you heretofore, to send us the Agreement of Sale you hold in connection with these lands, and we shall be pleased if you will do so at your earliest convenience. They will be returned to you when we have made a copy of them for our files. If you prefer, you may have a copy made in Lethbridge, and the copy certified by a Notary Public. These documents will probably be required in the near future, and we trust that you will send them with the least possible delay.

If you have the present address of Captain Marryatt, and of Mr. Potter, will you please let us have their addresses.

Yours truly,

Ian Macpherson
Title Examiner

IM:ML

COPY BRITISH COLUMBIA SECURITY COMMISSION

1102 - 5th Avenue South,
Lethbridge, Alberta
December 9, 1944

Mr J.N.Lister,General Manager, Vancouver, B. C.

Re Torakuma YANOSHITA #14544

In reply to your letter of November 17th, requesting certain information from the above person:

(1) Mr Yanoshita states that the agreement of sale from Capt. Marryatt was destroyed in the fire they had in 1943, when they lost all their property they brought with them from B,C.

(2) Mr Yamashita states that at the time he made his last payment to Capt. Marryatt, which was 5 years ago, there was still a balance of $400.00 of the principal, and this would carry interest to date.

(3) This property was never entirely bought, for Mr Yanoshita never received a Title or Deed to the property.

(4) Mr Yanoshita states that the reason why he stopped making payments to Capt. Marryatt, was that he received no reply to certain payments he sent him, and upon enquiry he was informed that no one knew where Capt Marryatt was, but thought he was somewhere in England.

The purchase price of said property purchased from Capt Marryatt was $1000.00. This is about all the information I could secure from Mr Yanoshita, as he states that all papers and documents referring to the transaction being burned up in the fire, he was not quite sure as to how much was paid by himbefore be stopped making these payments.

Trusting this information will be of assistance to you.

(sgd) A. Wright

5421

January 15th, 1945.

Mr. Ulric Marryatt,
Alix, Alberta.

Dear Sir:

Re: Captain Hugh Dennis Marryatt and
Lot 8 of SW¼ of NE¼ of Sec.20, Tp.
17, Map 543, Sk. 6652, D. N. W.

The title to the above described land is in the name of "Hugh Dennis Marryatt" whose address we have been endeavouring to discover for two years past. Mrs. H. Brealy Vancouver, B. C., has informed us that you are a brother of Capt. Marryatt and if so we would be grateful to have from you his present address.

Mr. Torakuma YANOSHITA, a Japanese, claims that he owns this parcel of land, having purchased from Capt. Marryatt as in an Agreement of Sale. He informs us that this Agreement of Sale was destroyed in a fire along with other property, and as the Agreement had not been registered in the Land Registry Office, we are not able to confirm his claim. Mr. Yanoshita also informs us that the purchase price was $1000.00, and that he still owes to Capt. Marryatt about $400.00.

The Custodian of Japanese Property is selling this land and proposes to pay the remainder of the purchase price to Capt. Marryatt.

If you are related to Hugh Dennis Marryatt, who, we understand, is a Captain in the Royal Navy, will you please give us his address in order that we may close this matter out.

Yours truly,

Ian Macpherson,
Title Examiner.

IM:AM

Marnadon Farm
Alix
Alberta

Jan. 16-1945

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

EVACUATION SECTION
Rec'd JAN 19 1945
File No. 5421
Ans.
Referred

Dear Sir

Your Letter 7/4 no. 5421 addressed to Mr. Harvey
Dealey 1812 Bataloo St. Vancouver, re certain
property said to belong to Capt. H. D. Harvey has
been forwarded to me to answer.

Captain Harvey at R.N. has been in command
of a naval training station of some kind in Scot-
land when his address was

"Mathers Hotel"

London

but I cannot say for certain if he is still there
as the last I heard, he was expecting this job to

terminate before long. Her home address is

The Buddland
Cross-in-Hand
E. Sussex
England

where he would probably be should he have a Sunday.

yours truly

Irene Parkey.

(Mrs Walter Parkey)

5421

REGISTERED MAIL

January 23rd, 1945.

Capt. Hugh Dennis Marryatt,R. N.,
Little Dudland, Cross-in-Hand,
East Sussex, ENGLAND.

Dear Sir:

Re: Lot 8 of South West ¼ of North East ¼ of Section 20, Township 17, Map 543, Sketch 6652, D.N.W.

We find that you hold title to the parcel of land above described and have been informed that you contracted to sell it to Mr. Torakuma YANOSHITA, giving him an Agreement of Sale which Mr. Yanoshita has not registered, and of which he is unable to give us the details, his copy having been lost in a fire. In view of the requests we make below some explanation of our interest in this matter is due you, as you may not be conversant with the situation here respecting persons of the Japanese race.

On the outbreak of war with Japan the Canadian Government, for security reasons, decided to evacuate all Japanese from the Pacific Coast to inland areas. Many of them were owners of lands, as in the case of Mr. Yanoshita. It was further decided that such interests should be vested in the Custodian of Enemy Property, and Mr. Yanoshita's interest has been so vested.

The Custodian is therefore prepared to fulfill Mr. Yanoshita's contract and pay to you the amount owing by him upon receiving from you a statement of the amount, and upon obtaining from him a confirmation of your claim. We enclose a form in blank which we ask you to fill in and sign. Mr. Yanoshita has informed us that the purchase price was $1000.00, of which $400.00 remains unpaid and due you, together with about five years' interest. We would suggest that in support of your claim you make an affidavit as to the debt and amount before a Notary Public, which may enable us to recognise your claim in the event of Mr. Yanoshita's inability or neglect to confirm it.

- over -

Capt. Hugh Dennis Merryat, R. N. (continued)

The Custodian has sold this land for soldier settlement, and to close out the transfer the more expeditiously we enclose a draft deed for execution by you in favour of Mr. Yanoshita. This you may send to this office on the understanding that it will not be registered prior to payment of your claim, or, if you prefer, you can send it to some bank here with instructions to deliver to the Custodian on payment of the amount due you. Your Certificate of Title, recorded in the Land Registry Office as No. 35693-E should accompany the deed so that it may be cancelled and a new Certificate issued to the purchaser.

An Affidavit made in Great Britain to be recorded in British Columbia may be made before:

(a) A Notary Public, or,
(b) A Judge, Clerk or Registrar of any court having a seal, or,
(c) A Magistrate of any city, town or district having a seal of office, or,
(d) A Commissioner for Oaths in England within the meaning of the "Commissioners for Oaths Act, 1889".

A deed to be recorded may be sworn to by the witness, or certified by the Maker before any one of those competent as above.

This transaction has been long delayed as we have had difficulty in obtaining your address. This we finally got from Mrs. Walter Parlby of Alix, Alberta. We trust you will give the matter your early attention, for which, in anticipation, we thank you.

Yours truly,

Ian Macpherson,
Title Examiner.

IM:AM
Encls.

CANADA

DEPARTMENT OF LABOUR
JAPANESE DIVISION

CUSTODIAN SECTION
JAN 31 1947
5421

360 Homer Street,
VANCOUVER. B.C.

January 30th 1947.

Your file No. 5421.

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
VANCOUVER. B.C.

Dear Sir,

Re: Tatsuo YANOSHITA #13250.

The above-named is enquiring regarding the disposal of his C.M.C. 2½ ton truck, which was impounded in March 1942. He claims that this truck was purchased in August 1941 at a cost of $2,200.00. The serial number is #225732.

Any information you may be able to give us will be appreciated.

Yours truly,

Forwarded by PCO 1600

M. L. BROWN,
Office Manager.

MLB/fb

6611, 5421

4th February, 1947.

Mr. Tomekuma YAMOMITO,
Registration No. 14544,
P.O. Box 216,
Coaldale, Alta.

Dear Sir:

We have received your enquiry regarding the disposal of a G.M.C. 2½ ton truck, and we are attaching hereto a copy of the Pacific Co-operative Union statement setting out details according to their records. From this statement you will note the sale price was $1600.00, of which $1000.00 was paid to the Finance Company. The sum of $202.57 was charged to your account regarding Mrs. Ford's rent and freight on a shipment to you, and the balance of $338.23 was remitted to this office.

Of this balance, it was definitely established that the 80¢ credit was accrued interest on a United Farmers Co-operative share belonging to you, but the actual balance relative to the truck in the amount of $337.43 should be credited to the account of your son, Tatsuo, pending acknowledgment, as the truck was registered in his name, and this sum still remains to his credit at this office. It is available to either yourself or Tatsuo if you will send to this office a request for the funds signed by both of you, advising to whom the funds should actually go.

We trust you will understand the position of the funds and that this has cleared up the matter for you satisfactorily.

Yours truly,

W.E. Anderson,
Office of the Custodian.

WEA:HA
Encl.
C.c. Dept. of Labour.

P.O. Box 216.
Coaldale, Alta.
Feb. 23, 1947.

Dept. of Labour,
Office of the Custodian,
(Jap. Division)
Vancouver, B.C.

EVACUATION SECTION
Rec'd FEB 26 1941
File No. 5771
Ans.
Referred

Dear Sir,

We are intending to move eastward shortly and should there be a suitable opportunity for a new and better opening we are anxious to start on something more privately. So do this our small credit at your office would assist us greatly. Thus we would appreciate your forwarding the entire amount at your earliest convenience.

Trusting you will fulfill our request
I remain,

Yours very truly,
Torakuma Yanoshita.

C Bal. #13.13

Go Mr. J. Knight,
R. R. No. 5,
Blenheim, Ont..
Nov. 29, 1947.

The Custodian's Office,
Japanese Evacuation Section,
506 Royal Bank Bldg..
Vancouver, B. C.

EVACUATION SECTION
Rec'd DEC 5 1941
File No. 5 4 4 1
Ans.
Referred Brown

Dear Sir,

Thank you for your letter remitting the remaining balance of our account. Also the statement indicating and explaining the particulars of our account.

This corresponds to the previous statements & we conform it to be true and accurate.

RE STORAGE AT P.C.U.

At the time of evacuation we left intrusted to the Pacific Co-Operative Union some articles for safe-keeping. When we inquired about them at a later date they stated they had no record of such.

Last week we found the receipt pertaining to them. Until now we had no proof because we had presumed these to have been destroyed by the fire.

These receipts are dated

May 16, 1942, and lists the following
1 duster, 1 sprayer, 1 volunteer,
2 keg. nails, time, Go-West and
tapwire. They are signed by Mr. G.A. Reid.

Will you please look into this
matter for us.

Appreciating your many services.

We remain,

Yours truly,

T. Yamashita.

File: 5421.

5421

March 2nd, 1945.

REGISTERED MAIL

The Custodian of Enemy Property,
506 Royal Bank Building,
Vancouver, B. C., Canada.

Attention: Mr. Ian Macpherson.

Dear Sir:

Re: Lot 8 of South West ¼ of North East ¼ of Sec. 20, Twp. 17, Map 543, Sk. 6652, District of New Westminster.

I, the holder of an Agreement of Sale covering the above described parcel of land, dated 25th February 1930 given to Torakuma YANOSHITA, certify that on the 25th February 1945, there ~~will be~~ is owing to me in respect to said Agreement, the sums below stated:

Unpaid balance of Purchase Price	$400.00
Interest on $400 at 5% % from February 25th 1939 to February 25th 1945.	$120.00
TOTAL AMOUNT OWING ON AGREEMENT.	$520.00

If you have paid any taxes or insurance to protect your interest in this property please add the amount to the above total, giving each payment separately.

Signature: [signature]

Dated: March 2nd, 1945.

5421

13th December, 1946.

Mr. Torakuma YANOSHITA,
Registration No. 14544,
c/o F.M. TAMAGI,
Box 216,
Coaldale, Alta.

Dear Sir:

We wish to acknowledge your letter of the 30th October.

We were surprised to hear you had a Rototiller which you left at the Pacific Co-operative Union, as this is the first word we have received about it. We will today write regarding it, and upon receiving any information will advise you.

Re your Pacific Co-operative Union shares. According to the records of the Pacific Co-operative Union, you were the holder of the following redeemable shares:-

5 shares issued in 1937	$50.00
7 shares issued in 1938	70.00
11 shares issued in 1939	110.00
3 shares issued in 1940	30.00
20 shares issued in 1941	200.00
8 shares issued in 1942	80.00

Of the above shares, those issued to you in the years 1937 to 1940 inclusive, have been redeemed at par from time to time, and funds were credited to your account as received, together with $21.40 interest on your share holding. Your $200.00 worth of 1941 shares should be redeemed next month, and the funds will be credited to your account at that time, and will be available to you upon request. Your $80.00 worth of 1942 shares will not be redeemed until early in 1948, and when received, the funds will also be available to you. In addition to the above redeemable shares you have $800.00 worth of non-redeemable shares. The Pacific Co-operative Union offered to redeem these at 25¢ on the $1.00 some time ago. However as the majority of the shareholders refused the offer, no further action was taken regarding them. They are therefore of no cash value at this time.

Your $10.00 United Farmers' Co-operative Exchange share was included in a group of shares which were sold for the sum of $65.00 each. Your $65.00 was credited to your account when received, together with $4.00 interest on same, which had been paid into this office to your credit.

The truck about which you enquire, on which you had made a $500.00 down payment was left by you with the Pacific Co-operative Union, and the

5421

Finance Company to whom you owed the balance of the purchase price, were unable to find the truck for sometime, but finally located it at Mission. In view of the fact that the unpaid balance had not been settled, they repossessed the truck for the outstanding balance, and according to them, as it had been left outside and was rusted and needed cleaning up, it could only be considered as a used truck at that time. When making a resale, they informed us that your equity had been wiped out, and while they assumed a small loss, in view of the unfortunate circumstances, cancelled it from their books.

We note that you unfortunately lost a Victory bond in a fire. Please advise us from whom the bond was purchased and how it was paid for. Upon receipt of this information we will attempt to obtain the Serial number of the bond which you will be able to forward to the Bank of Canada at Ottawa for their advise in the matter.

We trust this in part answers your enquiries.

Yours truly,

W.E. Anderson,
Office of the Custodian.

WEA:HA

C O P Y

EXAMINATION SECTION
AUG 19 1943
File No.
Ans.
Referred

July 28/1943

I last saw the spring tooth harrow down at the Black Current patch in front of the Yanoshita place. In the South East corner. If it is not there let me know.

Paul Adank
General Delivery
Prince Rupert

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE No. 5421

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

August 13th, 1943

EVACUATION SECTION
Rec'd AUG 19 1943
File No.
Ans.
Referred Mackedie

Mrs. M. A. Gentry,
R. R. No. 1,
Mission, B. C.

Dear Madam:-

Re: Torakuma YANOSHITA
Horse-drawn Spring Tooth Harrow

With reference to the above harrow, we enclose herewith a copy of letter we have received from Mr. Paul Adank who was the former lessee of the property you are now occupying.

With the information given in this letter will you kindly see if you can now locate the harrow? Your prompt reply will be much appreciated.

Yours truly,

R. B. Mackedie

R. B. Mackedie
Protection Department

See over for Mrs G's answer

Enc.
RBM:IF

Telephone PAcific 6177

Columbia Securities Limited

AUTOMOBILE FINANCING GENERAL INSURANCE

621 HALL BUILDING, 789 WEST PENDER ST.
VANCOUVER, B.C.

Rec'd JUL 4 1944
File No.
Ans. FM
Referred Mackie Case

July 3rd, 1944

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

Dear Sir: Re your files 5421 & T-197

We are in receipt of your letter of June 30th, and would like to refer you to correspondence which we had with your office, our letters to you of June 17th and June 23rd, 1942.

As far as we are concerned, we have been paid in full, and there is no credit on Mr. Yanoshita's account. We would like to point out that this truck was released by your office to the Pacific Co-operative Union without our authority or knowledge.

Very truly yours,

COLUMBIA SECURITIES LIMITED

per A M Lamidge
(for R. B. Ross)

/MC

File # 5421

R. R. #4, Chatham
April 21, 1948.

Dept. of the Secretary of State,
Office of the Custodian,
Royal Bank Building,
Vancouver, B. C.

EVACUATION SECTION
Rec'd MAY 5 1948
File No. 5421
Ans.
Referred

Gentlemen:

We received your letter notifying us of inadequate information pertaining to our personal property claim.

The special forms complying to the requirements of the Commissioner was obtained and we felt that we had covered every necessary detail. Evidently it is lacking.

The urgency of this matter is realized. Inquiries have been made but no definite information is available. However we are enclosing a more detailed description. If this still does not comply to your requirements please inform us what we can do to complete our claim.

Your unfailing assistance is greatly appreciated. Hoping this proves to be more satisfactory & helpful to you

I remain,

Yours truly,
T. Yanoshita
per. K. Y.

C O P Y

EXHIBIT No. 120f-14
DATE NOV 3 - 1948
FILLED BY K D & Kirste

January 6, 1947.

Torakuma Yanoshita,
P.O. Box 216,
Coaldale, Alberta.

Dear Sir:

In answer to your letter of December 22nd, 1946, we wish to give you the following information.

Your truck which was not a Dodge, but either a G.M.C. or Maple Leaf, was purchased by ourselves for $1600.00 and this amount was credited to your account. The other articles which you mention; rototiller, wheel chain, and Duster we cannot trace. There were all kinds of machinery, furniture, etc., left here by the Japanese, but most of it was picked up by a representative of the Custodians Office and sold at public auction sales. Perhaps if you wrote to them, you might find out that you have been credited through their Office for some of these articles.

We are enclosing herewith a statement of all transactions in your account from June 1942 to July 15,1943, which shows the account to be balanced. A copy of this statement and also this letter are being mailed to Custodians Office, Vancouver.

Trusting you may be able to receive some information from them.

We remain,

Yours truly,

PACIFIC CO-OPERATIVE UNION

per Geo. A. Reid

Geo. A. Reid, Secretary.

GAR/MN

EXHIBIT No. 120F-14
NOV 3 - 1948
DATE
FILLED BY K. A. Roberts

5421

13th December, 1946.

The Pacific Co-operative Union,
Mission City, B.C.

Dear Sirs:

Re: Torakuma YAMASHITA - Reg. No. 14544

The above Japanese advised us that he left a Rototiller in the care of the Co-operative. This is the first information we have received about it, and we would appreciate your advising us as to its present whereabouts or what happened to it.

We trust you will let us have this information as soon as possible.

We take this opportunity of extending to you the compliments of the season and again thanking you for your goodwill.

Yours truly,

W.E. Anderson,
Office of the Custodian.

WEA:HA

EXHIBIT No. 120F-14
DATE NOV 3 - 1948
FILLED BY K A Brinkley

FILE No.... 5421
REG No.... 14544

C/o F.M. TAMAGI
Box 216
COALDALE ALTA.
OCT 30, 1946.

THE CUSTODIAN'S OFFICE
DEPT. OF THE SECRETARY OF STATE
ADMINISTRATION BRANCH
VANCOUVER, B.C.

EVACUATION SECTION
NOV 4 1946
Rec'd
File No. 5421
Ans.
Referred Anderson

Dear Sir,

We assume your Statement of Oct 4, 1946 as correct. However there are many possessions which were not accounted for.

These are ....(excluding many smaller articles)

Rototiller ..... bought price... $310

Shares ... { Pacific Co-op. Union
United Farmers ... $1090

Truck ... 1942 .. 2 TON Dodge
down payment ... $500.

Repossessed

The above were left in the hands of the Pacific Co-operative Union at Mission.

Also. due to a fire in 1944 we lost all trace of a $100 bond which was purchased

EXHIBIT No. 120-A-14
DATE
FILED BY K A Hunter

Above is a/ late in 1941, or early 1942. Have you any account of it? We'd like to make a re-copy of it.

Any information regarding any of these articles will be greatly appreciated.

You're doing a most remarkable job. Keep it up!

Yours respectfully,
Torakuma Yanashita.

File No. 5421

SUMMARY RELATIVE TO CLAIM OF
Tora Kuma YANOSHITA - Regn. No. 14544

9TH Sept. 1948.

REAL PROPERTY: 1. Lot 8 of SW¼ of NE¼ of Sec. 20, Twp. 17, Map 543, except 0.25 acres shown on Sk. 6652 Municipality of Mission, D.N.W. (9¾ acres)

and

2. Part 10 acres more or less of NW¼ of Sec. 20, Twp. 17, more particularly described as commencing at a point 15 chains due South from NE corner post of NW¼ of Sec. 20, Twp. 17 thence South 5 chains, thence West 20 chains, thence North 5 chains, thence East 20 chains to point of commencement. (10 acres m/l)

and

3. Lot 9 of Lots 9 to 16 of NE¼ of Sec. 24, Twp.4, Map 1121, Municipality of Delta, D.N.W.

		Assessed Value	Appraisal H. Mensies	Sold to B. Jaroszuk	Claimant's Valuation	
RP 1.	Land	$605.00				9½ acres
	Improvements	700.00				
		1305.00	1000.00	1310.00		Land -$5000.
RP 2.		Assessed Value	S.S. Board Appraisal	Sold to V.L.A.	Claimant's Valuation	Bldgs- 3000.
						$8000.
	Land	720.00	650.00			
	Improvements	1200.00	1200.00			10 acres
		1920.00	1850.00	2095.00		
RP 3.		Assessed Value	S.S. Board Appraisal	Sold to V.L.A.	Claimant's Valuation	
	Land	166.00	45.90			4.75 acres
	Improvements	40.00			1600.00	
		206.00	45.90	44.00	1600.00	
Grand Total		$3431.00	$2895.90	$3449.00	$9600.00	
				Less sale price	3449.00	
				Amount of Claim for Real Property	$6151.00	

Claimant values the land in Mission at $500.00 per acre, and in Delta at $335.00 per acre.

Claim for Loss of Crop - $1500.00 Not within terms of Commission.

IN THE MATTER OF THE "INQUIRIES ACT"

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

JAPANESE PROPERTY CLAIMS COMMISSION

3 2 7 0 8 3

HIS HONOUR, JUDGE J.A. MACLEOD, SUB-COMMISSIONER.

Toronto, Ontario,
November 3, 1948.

IN THE MATTER OF THE CLAIM OF

TOMAKICHI YAMASHITA

PROCEEDINGS AT HEARING

APPEARANCES:

E.A. GOBLETIN, ESQ., K.C., appearing for the Dominion Government.

F.A. BRENIN, ESQ., appearing for the Claimant.

A. SMITH, ESQ., Secretary.

G.M.B. UPTON, ESQ., Official Interpreter.

J.B. McGREGOR, ESQ., Official Reporter.

TOSHIMA YANASHITA, the claimant herein, being first duly sworn, testified through the interpreter as follows:

DIRECT EXAMINATION BY MR. BREWER:

Q. You are making a claim in respect of three different parcels of real estate? A. Yes.

Q. And we will deal first with the real property, parcel 1, which is Lot 87

A. Yes.

Q. Now, you haven't as yet signed here but I can perhaps get your signature later to save time. This is a document entitled "Real Estate, Farmland." Are the facts set out in that correct? A. Yes.

(REAL ESTATE FARMLAND CLAIM FORM MARKED EXHIBIT NO. 1)

MR. BREWER: I tender as Exhibit 2 a valuation made by Hal Menzies, dated January 18th, 1965, and the valuation is for $1000.

(VALUATION ABOVE REFERRED TO MARKED EXHIBIT 2)

MR. BREWER: I wonder if I might read that into the record. The last paragraph states:

"The property consists of 10 acres of cleared land in fair condition, on a side road that ends at the property. The soil is of fair quality, and has a favourable southern slope. No improvements except fencing."

I would value this property at $1000."

Q. Mr. Menzies says there were no improvements, there was a small packing house on the property, wasn't there? A. Yes.

Q. And of course the word "improvements" might

might be taken in different ways. You had cleared and cultivated nearly 10 acres? A. Yes.

Q. And according to this about 6½ acres were in various crops, some strawberries, rhubarb and green peas? A. Yes.

Q. That was of course when you left, and the valuation is made in 1945. In addition to that apparently you had done some ditching and build some roadways? A. Yes.

Q. I see that you had purchased this land from a Mr. Maeryat for $1000, is that right?

A. Yes.

Q. And there was a balance due when you left?

A. There was a balance of about $400.

Q. I believe this property was vested in the name of Mr. Maeyyat?

A. No, in the agreement it was placed in my name.

Q. I understand in the agreement the title was still in Mr. Maeryat's name, wasn't it?

A. No, it was in my name.

Q. In any event you were the purchaser referred to in this agreement of sale which I am showing you -- that is your signature is it?

A. Yes.

Q. And you had made payments on the agreement, and was there anything still owing at the time of evacuation? A. $600.

(ADMITTED OR MARK MARKED EXHIBIT NO. 3)

Q.The property wasn't cleared at all at the time

you purchased it, was it? A. It was all bush at the time I bought it.

Q. Now we will deal with the next item of property described as real property Item No. 2, which is part of 10 acres of the north-west quarter of Section 20. I am showing you a document entitled Real Estate Appraisal; are the facts stated in that correct? A. Yes.

Q. I believe in one case there is a mistake as to the size of the house? A. Yes, 30 x 10 should be 30 x 40.

Q. I tender that as Exhibit 4.

(REAL ESTATE FARMLAND CLAIM NO. 2, MARKED EXHIBIT NO. 4)

MR. CHESTER: I tender as Exhibit 5 the Farm Appraisal Report on this particular property.

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 5)

Q. MR. TESKEY: In this exhibit that has been filed I notice a reference to an electric pump being not a fixture but a chattel, and being new it will readily sell for nearly its cost price, and for that reason it is not added to the land or buildings. It is referred to in the Analysis I think as being a fixture.

Now, you actually paid $400. for this property in 1918, did you? A. Yes.

Q. And have you any of the documents of purchase?

A. After I had gone to Alberta there was a fire and all the documents were burned up.

E. Thrushie,
In chf.

Q. The property was uncleared at that time?

A. There were five acres of bush, five acres with stumps on.

Q. And you set out on this document all the improvements that were made and the crops that were there and the buildings that were on the property?

A. Yes.

Q. I notice that you state that it was leased for $500. a year; was that before you were evacuated? A. That was done at the time I was being evacuated.

Q. And was this property connected at all with the property that we have dealt with as Item No. 1; were the two worked together, or what?

A. They were next to each other, corner to corner.

Q. There is one thing that isn't clear here at all. It states on this form that you cleared and cultivated 9½ acres between 1918 and 1938, and there is a claim for labour and material. What was the cost of labour and material to clear 9½ acres?

A. That was done just about the time of the war and I am not perfectly certain as to the amount but I had to pay labourers $3. a day and I had to use one box of powder for each stump, and the cost per acre would be $500. upwards.

Q. So this should be shown as $500. an acre?

A. One acre was $500.

Q. Now, in regard to the third appraisal of land; it was lot 9 in the Municipality of Delta, and it appears that it is about 850 yards south of

T. Yamashita, D.
Re dir.

the Grey Road. A. Is it the fire notes?

Q. Yes -? A. It was at the side of the main Road from New Westminster to the United States.

Q. I am showing You a form entitled Real Estate Appraisal; is that your signature? A. Yes.

Q. Are the facts stated there correct?

A. Yes.

(REAL ESTATE APPRAISAL CLAIM FORM NO. 5. MARKED EXHIBIT NO. 6)

MR. GRIFFIN: I tender as Exhibit 7 the Farm Appraisal Report on this particular lot.

(FARM APPRAISAL REPORT MARKED EXHIBIT 7)

MR. BRIEGER: Now is it correct this is about 660 yards south of the Grey Road, and there was no road [illegible] to it? A. At the time I bought it there was no road but subsequently the British Road was widened and provided access.

Q. I suppose you haven't any of the documents showing you purchased the property for $1100?

A. They were burned like the rest.

Q. I notice you say the standing timber was worth $700? A. Yes.

Q. Will you tell us how you arrive at $700; how much timber there was? A. They were alder and pine; there were 8 logs which were full of trees, and I figure if that was cut up into firewood there would be that value there.

Q. Had you any experience selling timber?

A. I had not sold any from that property but I had sold firewood from other property of mine.

W. Yamashita,
In chf.

Q. The farm appraisal report says the property was logged off a number of years ago, but the stumps are still there as well as a second growth of alder, etc., and the brushes is very thick and tall.

A. When I bought the property there was a lot of alder and fir there at the time.

Q. Was it logged off? A. There was a certain amount logged off but there was a lot of standing timber left.

Q. Did you have anybody make any survey of it?

A. No.

Q. After he bought it was there anybody made a cruise of it, or estimated its value?

A. There was a man that offered me $4000. for this lot but I wouldn't sell it.

Q. Can we have any more details?

A. That was 40 years ago.

Q. Does he remember who it was?

A. His name was Emi Tshshashi.

Q. Your honour, in regard to the personal property claim, I have been instructed to withdraw or abandon the claim for household effects and farm implements, which would take $225. off the amount of the claim.

MR. CHRISTIE: I tender as Exhibit 6 the Analysis of Personal Property.

MR. BRENIN: Now, your claim for personal chattels is for a Dodge truck, a rotobiller, 10,000 board feet of lumber and electric water pump and pipes, is that it? A. Yes.

Q. And are the rights set out in this form, Personal Contein, correct? A. Yes.

(PERSONAL PROPERTY CLAIM FORM MARKED EXHIBIT 9)

Q. You had bought this Dodge truck for $1000, I understand? A. Yes. I paid $600, and there was a balance of $1000.

Q. And you hadn't used it at all?

A. No, I hadn't used it at all.

Q. Now there seems to be some indication on the file that this truck was turned over by you or sold by you to the Pacific Cooperative Union; is that correct?

A. Say I left it in their care.

Q. But you didn't sell it to them?

A. No, I did not sell it. If I had sold it I would have received some money for it but I haven't received any money.

Q. Did you give the Pacific Cooperative Union authority to sell it for you? A. I only left it in their care.

Q. And according to the statement on the Analysis of Personal Property, the Custodian released this to the Pacific Cooperative Union, and it was surrendered by them to the mortgagee that is the company to whom the balance was owing.

A. I did not agree to anything of that sort, and I don't know anything about it.

Q. My friend has produced a conditional sale agreement dated the 24th of December, 1941. That is your signature is it? A. Yes.

Q. I notice the total selling price is said to be $1606.07, and as you have told us there was a $600. cash payment. That refers to the truck?

A. Yes.

(CONDITIONAL SALE AGREEMENT MARKED EXHIBIT 10)

Q. Did you give the Cooperative Union authority to use the truck? A. No.

Q. Can you tell us anything much about the value, the cost, of 10,000 board feet of lumber?

A. At that time the value would be a little over $600.

Q. What type of lumber was it?

A. 1 x 12; 1 x 14 and 1 x 16.

Q. Now, I notice the next item for which you are claiming is an electric pump which is described as a fixture, and I would remind your honour that that was dealt with in the Farm Appraisal Report where they said it cost $150, and they had included it as a fixture.

Now, the rotatiller is I take it some sort of farm motor? A. It was something that was used for turning the earth around, and as he describes it, "making the sand like flour".

Q. Now, what did you do with this rotatiller when you left? A. I left it in care of the Pacific Cooperative.

Q. I have here what seems to be a rather singed paper dated May 26th, 1942, and it is headed "Debit to Pacific Cooperative Union; Mr. Yamashita" and there are a number of articles received from

Mr. Yamashita for storage (for sale) 1 duster, 1 sprayer, and 1 rototiller, 3 tins of oil, and it is signed by G. A. Reid. Who is Mr. Reid?

A. He is the bookkeeper of the Pacific Cooperative.

Q. Did you report to the Custodian that you had left this rototiller with the Pacific Cooperative?

A. Yes.

(TWO RECEIPTS FOR PROPERTY MARKED EXHIBIT 11)

Q. When did you do that?

A. When I was evacuated there was a question of that property I had and so forthth, and there was investigations regarding it and at that time I told the Custodian.

CROSS EXAMINATION BY MR. GRENTER:

Q. I am showing you a J.P. Form dated 31st of April, 1942, is that your signature? A.Yes.

Q. Now look at that form; there is no mention in that form that you left anything with the Pacific Cooperative Union, is there?

A. It may not be written there but at the time these investigations were made I told the Custodian that these things were left with the Pacific Cooperative.

Q. What time did he tell the Custodian they were left with them? A. I am not perfectly certain but shortly before I was evacuated.

(J.P. FORM MARKED EXHIBIT NO. 12)

Q. Where did you live, on which farm

A. I lived on the property which was the second property which was claimed this afternoon.

Q. And did he have any other occupation besides that of a farmer? A. No.

Q. Did he farm, prior to the evacuation, those three parcels of land? A. No, only the one that was at New Westminster. The two adjoining properties were at Mission.

Q. Which was the one which was 5 acres?

A. That was the Westminster one.

Q. And it was the other two he farmed?

A. Yes.

Q. What would the gross income be from these two farms? A. About $6000. for the two lots.

Q. And what would his expenses be?

A. About $2500.

Q. What did you do with the third parcel; was that rented? A. I did nothing with it.

Q. Did he get any crops off this third parcel at all? A. No, there was nothing there.

Q. Was there any lumber of commercial value on the two Mission farms? A. Yes, there was lumber that I could sell as firewood.

Q. Had he sold any lumber in the year prior to the evacuation? A. I cut enough for my own use but didn't sell any.

Q. I will file at this stage the assessment for the year 1943 for the district of Mission. It seems to be part of lot 8 and the total assessment is $1350. I file also the assessment for the year 1945

line for the district of Mission and this seems to be the north-west quarter of Section 20. The total assessment is $1920. I file one for the municipality of Dale, for the year 1945, being lot number 9; the total assessment seems to be $806.

MR. BURGUM: I might say that in respect to the truck the claim as prepared makes a claim for the full value of the truck, which is $1800. That is of course on the assumption that we still owe the vendor $1500 or whatever it is that is due on it. If, on the other hand it is treated as released, we can only claim the difference which we lost, which is $850 equity. I thought I should explain that as the form itself sounds as if we are asking for the whole thing.

MR. GUTHRIE: In regard to this Dodge truck I understand that there was a first instalment due about March 24th, 1945; that is 5 months after date?

A. That is possibly so.

Q. And I understand that that instalment was not paid? A. I did not pay it.

Q. And subsequently to that date he was evacuated? A. Yes.

Q. Then I have a letter here dated October 30th, 1945, from Cowichan, Alberta. Will you look at that letter and tell me if that is your signature? A. No, that is not my signature, that is my daughter's signature.

Q. I will read this letter and ask him if it was sent at his instructions:

"We assume your statement of October 4, 1945

Yes correct. However there are many possessions which were not accounted for.

These are (excluding many smaller articles)

Rotobiller, bought price $270.

Shares - Pacific Cooperative Union, United Farmers, $1090.

Truck - 1942, 2 ton Dodge, down payment $800.

The above were left in the hands of the Pacific Cooperative Union at Mission. Also due to a fire in 1944 we lost all trace of a $100. bond which was purchased late in 1941 or early 1942. Have you any account of it? We'd like to make a re-copy of it.

Any information regarding any of these articles will be greatly appreciated.

You're doing a most remarkable job. Keep it up!"

Was that letter sent on his instructions, and did he tell his daughter to sign that?

A. I think that was written on my behalf by my daughter but this price for the rotetiller is not right.

Q. I am suggesting to you this is the first time, October 30th, 1946, that you indicated to the Custodian that these articles were left with the Pacific Cooperative Union? A. I wrote a letter before that.

Q. Has he got a copy of that letter?

A. I have no copy.

Q. I am filing this letter dated October 30, 194

from the claimant to the Custodian.

(LETTER ABOVE REFERRED TO MARKED EXHIBIT 14)

Q. In the same exhibit I would like to read this copy of a letter written by the Office of the Custodian to the Pacific Cooperative Union, in Yamashita, Saskatchewan.

"The above Japanese advised us that he left a Rototiller in the care of the Cooperative. This is the first information we have received about it, and we would appreciate your advising us as to its present whereabouts or what happened to it.

We trust you will let us have this information as soon as possible."

Then there is a reply dated January 6th, 1947, addressed directly from the Cooperative to the claimant:

"In answer to your letter of December 22nd, 1946, we wish to give you the following information.

Your trunk which was not a Dodge, but either a G.M.C. or Maple Leaf, was purchased by ourselves for $1600 and this amount was credited to your account. The other articles which you mention, rototiller, wheel chain, and burner we cannot trace. There were all kinds of machinery, furniture, etc., left here by the J/Japanese, but most of it was picked up by a representative of the Custodian's Office and

"sold at public auction sales. Perhaps if you wrote to them, you might find out that you have been credited through their office for some of these articles.

We are enclosing herewith a statement of all transactions in your account from June 1942 to July 15, 1943, which shows the account to be balanced. A copy of this statement and also this letter are being mailed to Custodians Office, Vancouver.

Trusting you may be able to receive some information from them."

MR. MERVIN: This letter, of course, is for information?

MR. CHRISTIE: That is right.

MR. MERVIN: It doesn't prove these statements to be correct.

MR. CHRISTIE: That is right.

---Doc Exhibit 14.

THE WITNESS: That $1800. refers to two trucks I had.

MR. CHRISTIE: Where was this water pump on your farm? A. It was put by the side of the well.

Q. And was it attached to the well or fastened in the ground? A. On top of the well there was some boards, and it was put on top of the boards.

Q. Were there pipes going into the ground from the pump? A. At the time I left I disconnected the pump from the pipes.

BY MR.HARRINGTON BY MR. MERVIN:

Q. I notice in the I.P. form here it attached a slip entitled "supplementary" and it says the claimant declares he has 7000 feet of lumber stored in the rest house on his property. That is dated June 2nd, 1942. Did you give that information to the Custodian or any of his representatives?

A. At the time prior to the evacuation I thought I would be able to sell this lumber, but subsequently when I was getting on the train, as I had not sold thing I told an employee of the Custodian regarding the lumber.

Q. I notice that you are claiming for 10,000 feet, and this refers to 7000 feet, and the Custodian in fact sold 3500 feet. Have you any explanation why this refers to 7000 feet and the claim is for 10,000 feet? A. There was a lot of other lumber besides this 7000 feet in the house.

MR. CHERNEY: I am filing as Exhibit 15 two certificates of encumbrance, and a copy of a certificate of encumbrance covering the three parcels in question.

(CERTIFICATES OF ENCUMBRANCE MARKED EXHIBIT 15)

(REAL PROPERTY AND PERSONAL PROPERTY SCHEDULES MARKED EXHIBIT 16)

MR. CHERNEY: It is submitted, your honour, that the real property were sold at their fair market value. It is submitted that those articles of personal property which were sold at tender were sold at their fair market value. It is submitted

(Discussion)

that those articles of personal property which were left in the custody of a person other than the Custodian, and which articles the Custodian had no record of, and were not sold by him, that the Custodian is not responsible.

MR. BREWIN: Your Honour, I think the claimant wants to make some explanation of something. I don't know what it is.

THE CLAIMANT: I left with the Pacific Cooperative Union $1050 worth of shares, and also a further $60. worth of shares. I would like to know what disposition was made of these. I received from the Custodian approximately $1090. I would like to know in regard to these shares what happened.

MR. BREWIN: I think you might probably tell the Claimant it is not within the terms of reference, but we will have inquiries made.

MR. CHISHOLM: I did notice some mention of these shares in one of the letters, so apparently the Custodian knows all about them.

(PROCEEDINGS ADJOURNED SINE DIE)

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

J. E. McGregor,
Official Reporter.

I, J. A. McGibbon, Deputy Commissioner, appointed to hear a Commission to investigate claims of Japanese Canadians for property loss, do certify the foregoing is a true copy of the evidence heard on the within claim.

J. A. McGibbon,
Deputy Commissioner.

Defence Brief

Torakuma YANOSHITA

File No. 5421

Case No. 1208

TORONTO
3 Nov. 1948

REAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 1 Parcel 1 Land & Buildings

Lot 8 of S.W.¼ of N.E. ¼ of Sec. 20, Twp. 17, Map 543, Municipality of Mission

Amended Claim	Appraised at	Sale Price
$2050.	$1000.	$1310.

Witness: Appraiser, Hal Menzies.

Appraiser (Hal Menzies) reported - Land in fair condition, soil of fair quality. No improvements except fencing.

Claimant is claiming $50. for buildings although Appraiser stated that there were no improvements.

This property was advertised for sale by public tender in March 1945, two tenders being received, one for $1000., the other for $1310., the latter being accepted.

Parcel 2 Land & Buildings

V.L.A.
Sheet A 4-19

Part 10 acres NW ¼ of Sec. 20 Twp. 17 Municipality of Mission

Amended Claim	Appraised at	Sale Price
$7975.	$1850.	$2095.

Witness: Appraiser, B.C. Wormworth

Appraiser (Wormworth) reported - House old, the whole place combined with Lot 8, would make an attractive unit. The Electric Pump is not a fixture and I have not added the cost of same ($125.) to the land and buildings. There are 220 Fruit Trees valued at $200.

Parcel 3 Land only

V.L.A.
Sheet B 9 - 4

Lot 9 of Lots 9-16 NE ¼ of Sec. 24, Twp. 4 Map 1121
Municipality of Delta

Amended Claim

$2300.

Appraised at

$45.90

Sale Price

$44.00

Witness: Appraiser, R. W. Brown

Appraiser (Brown) reported - No buildings, no fences and no land cleared or cultivated. Property was logged off a number of years ago.

Claimant stated that he considered the timber on this land to be worth $700.

It was submitted that the real property was sold for its fair market value.

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 2

Truck		
Lumber	value	$1800.
Electric Water Pump	"	150.
Rototiller	"	150.
		325.
		$2425.

This claim was cast incorrectly by claimant by $5.
Claim for household goods and farm equipment value $225. withdrawn.
(Transcript Page 7)

Truck Claim $1800.

Claimant stated that he left this truck in the care of the Pacific Co-operative Union. He stated that he bought this truck for $1806,17 making a cash payment towards the cost of $500. and stated that he had never used it. There was a balance due on this truck of $1564.48.
This truck was surrendered to the R.C.M.P. and the Custodian released it to the Co-operative Union and they returned it to the Columbia Securities Ltd., who wrote on 3.7.44 stating that their claim against this truck had now been satisfied and no credit accrued to claimant.

Lumber

Claim $150.

Sold by tender for $57.50.

Electric Water Pump

Claim $150.

Claimant stated that this pump was left by the well and that he had disengaged the pump from the pipes. It was evidently taken as a fixture but the appraiser of the property stated that it was not a fixture and he had not taken it into consideration in his valuation.

Rototiller

Claim $325.

Claimant stated that he left this Rototiller in care of Pacific Co-operative Union who reported 6/1/1947 that they could not trace it.

A letter written by claimant's daughter on his behalf to the Custodian dated 30/10/46 was the first intimation that the Custodian had received of any of claimant's goods having been left with the Pacific Co-operative Union.

It was submitted that those articles of personal property which were sold at tender were sold at their fair market value. It was also submitted that those articles of personal property which were left in the custody of a person other than the Custodian, and which the Custodian had no record of, and were not sold by him, that the Custodian is not responsible.

Summary of Defence Witnesses	Where required	
Hal Menzies	1	Appraiser
B. C. Wormworth	1	Appraiser
R. W. Brown	1	Appraiser

NOTE

Claimant stated that he would like to know what happened to certain shares which he held and Mr. Brewin said he would have enquiries made. (Trans.Page 17)

Claimant's account has been credited with $540. redemption of Pacific Co-op Union Shares and $65. redemption United Farmers Co-op Shares. (See correspondence filed.)

BMP/mw

Name of Claimant YAMASHITA, Tomekuma Case 1208

Custodian File 8421

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
		1210.	121.00	12.50 .00	44. 2098.	12	26.43 251.92				69.00 66.43 1261.92 145.50

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	
			46%	180.00	[illegible]	87.50	6.90	100.00 [illegible] 6.90

TOTAL RECOMMENDATION 1647.75

5421

October 11th, 1950.

Mr. Torakuma YANOSHITA,
R. R. #4,
Chatham, Ontario.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1208

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 ... $1,647.75.

Cheque in your favour is enclosed for $1,641.73
and we have paid the Co-Operative Committee .. $ 6.02
for legal fees as authorized by you.

Yours truly,

FGS/js
1 encl.

F.G. Shears
Director