

5'9 5'3

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: YASUMATSU K^Usaku

HOME ADDRESS: Clayburn B.C.

REGISTRATION NUMBER 12983 SEX: Male AGE: 54

OCCUPATION: Farmer

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

EMPLOYER: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Shigeru

ADDRESS OF WIFE OR HUSBAND: Clayburn B.C.

NAMES OF ANY LIVING CHILDREN: Yasumatsu---Yoshiko (F) Atsuko (F) Kazyko (F)

Hideo (M) Toshiko (M)

ADDRESS OF CHILDREN: Clayburn B.C.

AGE OF CHILDREN: 20, 15, 12, 7, 5.

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

1. LOCATION AND DESCRIPTION: E. 1/2 of S. 1/2 of S.W. 1/4 of Section 33, Township 16,

District of New Westminster B.C. Municipality of Matsqui.

Title No. 129336E

2. BUILDINGS AND OTHER IMPROVEMENTS: 3 Storey wooden frame dwelling house.

8 rooms -- 1 Root House, 1 Barn, 1 Garage, 2 Picker houses, 1 Wood Shed.

3. INSURANCE (Give particulars; state where policies are) North Westm Fire Insurance Co.

\$1000.00 New England Fire Insurance Co. \$1000.00 Policy No. 6255047. on Dwelling and Furniture. In declarants possession.

4. TAXES (Amount and where payable) Taxes \$93.21 For 3 Years, Payable at Matsqui. Paid up to date.

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

none

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

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In declarants possession
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: none
9. IF FARM LAND STATE CROPS SOWN Strawberries, Raspberries, Rhubarb.

Ans. Sold to Mr Jackson for \$1,600 money received

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1, section 2.
2. LANDLORD'S NAME AND ADDRESS: none
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: none
4. STATE WHEREABOUTS OF LEASE: none
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) none
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: none

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
- Chesterfield Suite, Dining room Suite, 4 Double Beds, 1 Single,
- 1 Bureau, Chest, Gramophone, Bed Couch, 3 Carpets, 1 Kitchen Stove, 1 Heater
- 1 Small Heater 7 Kitchen Chairs 2 Dressers, 17 Volumes of Book of History
- 8 Volumes of Dominion Educator. 8 Volumes of the Modern Encyclopedia,
- 1 Large Dictionary. 3 Ploughs, 3 Cultivator, Farming Tools, Kitchen Utensils
- All to be left in the house Clayburn B.C.
- 1 Truck Surrendered at Hastings Park Vancouver B.C.
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS
- 2 Dogs, 1 Cat, 1 Horse, 12 Chickens All to be left on the farm, Clayburn B.C.
- Sold for fox meat
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY none

List of Shares belonging to

YAMAMATSU Kiseaku No. 12983

Pacific Co-operative Union--6 Shares--\$10.00 per Share-- No. 549
Pacific Co-operative union--13 Shares--\$10.00 per Share--No. 1091
Pacific Co-operative Union--6 Shares--\$10.00 per Share-- No. 833
Pacific Co-operative Union--22 Shares-- \$10.00 per Share--No. 1724
Pacific Co-operative Union--4 Shares-- \$10.00 Per Share --No. 1350
Pacific Fraser Co-operative Union --3 Shares,--\$1.00 per Share--No. 77
Pacific Co-operative Union 2-1 Share,--\$10.00 per Share--No. 168
Pacific Co-operative Union--87 Shares--\$10.00 per Share--No. 221

4. INSURANCE CARRIED ON ABOVE PROPERTY: See page 1, Section 2.
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: none
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) none
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) \$5.00 War Savings Certificate, In declarants possession. Shares as per list attached. In declarants possession.
8. BANK ACCOUNTS: none
9. LIFE INSURANCE Sun Life Assurance Co. \$1000.00. Policy No. 2257564. Beneficiary Wife Shigeru. Policy in declarants possession
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 24th day of April 1942.

A. Milne
Witness

(Signature)

K. Yamamoto

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date

May 2

Our File No. 5953

Full Name

YASUMATSU Kasaru
(Surname in Block Letters)

Registration No.

12983

Male - Female
(check)

✓

Age

July 5, 1888

Former Address

Clayburn, B.C.

Date Evacuated

7/6/42

Naturalized - Canadian-Born - National
(check)

✓

Present Address

90 Mrs. G. L. Luerksen,
Lot 43, Parish of St. Anne, Man.
Middlechurch Manitoba

Married - Single
(check)

✓

Name of Wife

SAKAKI #12969

Name of Husband

related

Name of Mother

YASUMATSU Sabi

Name of Father

YASUMATSU, Shichi (died)

Names of Children under 16

Shichi July 3/36 Kazuko Mar. 4/31
Toshio July 4/38 Atsuko Jan. 2/27 1938

Requested by

Mary Lynn

Registered with Custodian

(Yes or No)

Additional Information

Owner of 25 acres, house, truck, horse at
the above address

REPORT
ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY: Matsqui.

Date: June 12, 1942.

NAME: YASUMATSU, Kosaku

REGISTRATION NO. 12983.

ADDRESS: 4041 Downs Road, Clayburn B.C.

PROPERTY:

ACREAGE: 25. 20 acres cleared, rest bush.

KIND OF CROPS: Strawberries. Raspberries. Rhubarb.

APPROXIMATE ACREAGE OF EACH: 5 $\frac{1}{2}$. 1 $\frac{1}{2}$. 1 $\frac{1}{2}$.

HOUSE: 2 Storys. VACANT:

OCCUPIED Yes. by A. Jackson.

DESCRIPTION: Wooden frame.

ROOF: Shingle.

SIZE: 27 x 54

NO. OF ROOMS 7.

CONDITION: Very good. Outside drab appearance, but inside very well finished.

OTHER BUILDINGS: Roothouse, barn, woodshed, garage, 5 packing sheds, rhubarb house, 2 pickers houses.

NAME OF LESSEE OR RENTOR: A. Jackson.

TERMS: \$1600.00 for crop. Financed by Pacific Co-op. Union. Cash paid.

WATER: Well. ON: OFF:

LIGHT: None. ON: OFF:

REMARKS: House is laid out as follows: Ground floor-large kitchen. 6 steps up from kitchen are bedrooms & large living room, dining room. Then steep stairs to upstairs rooms. (Very nicely laid out downstairs) Will look after chattels. Books mentioned in JP. not owned by the

INVENTORY OF CHATTELS LEFT ON PROPERTY (above, belong to Japanese who will come for them.)

In house downstairs.
Kitchen range ✓
Heater
2 Kitchen cabinets. ✓
Chest of drawers. ✓
6 Kitchen chairs. ✓
Baby's high chair.
Large kitchen table. ✓
3 piece Chesterfield suite. ✓
2 Small tables. ✓
End table. ✓
Coffee table. ✓
Rocking chair.
Heater (Golden Jubilee) ✓
Gramophone cabinet (no machine) & records.
6 Dining room chairs. ✓
Dining table. ✓
Couch.
Chest of drawers. ✓
2 Ash tray stands.
7 Pictures (framed) on walls. ✓
Curtains & blinds on 9 windows all Al.
Drapes (between Dining room & Living room) ✓
2 Beds complete. ✓
Chest of drawers. (silk cushions & personal affects)
Dressing table & bench.

In the barn.

Spring toothe cultivator.
Cultivator. ✓
Horse harness.
1 Horse. (very poor health)
Quantity garden tools.
" Cable.
" Raspberry wire.
2 Pee Vees.
Boys bicycle.
3 Flows. ✓
Cooking Stove.
12 Chickens.
2 Dogs.
1 Cat.

Linoleum rugs on kitchen, dining room, living room & bedroom floors.

Signed:

J. Morrison
H. Koyan

File No: 5953

September 19, 1942

Name: Kosaku YASUMATSU

Reg. No: 12983

Address: 4041 Downs Road, Clayburn, B. C.

EVACUATION SECTION
DEC 22 1942
5953
Reg. # 12983

INVENTORY OF CHATTELS LEFT ON PROPERTY

In House downstairs

kitchen range } sold to tenant 12-1-42	✓ 2 beds complete
heater	chest of drawers (silk cushions — and personal effects)
2 kitchen cabinets } sold to tenant	dressing table and bench
chest of drawers } sold to tenant	✓ 1 double bed
6 kitchen chairs	<u>In the Barn</u>
baby's high chair	1 spring toothe cultivator
large kitchen table	1 cultivator
3 place chesterfield suite Sold to tenant 12/1/42	horse harness
2 small tables	1 horse (very poor health) Sold for meat
end table	quantity garden tools —
coffee table	quantity 1/2" cable
rocking chair	quantity raspberry wire
heater (Golden Jubilee) sold to tenant	2 pieves
gramophone cabinet (no machine) records	boys bicycle No value
6 dining room chairs Sold to tenant 12/1/42	33 plows — total
dining table	cooking stove
couch	12 chickens
chest of drawers	2 dogs
2 ash tray stands	1 cat
7 pictures (framed) on walls	
curtains and blinds on 9 windows (all good)	
drapes (between dining room and living room)	

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

Confirmed:

DATE: Jan 3rd. 1943. SIGNED: Kosaku Yasumatsu,

Please sign and return one copy to the Custodian.

beds ok. 3 double full size } see above
1 - smaller }
1 home made } 1 over

ADDITIONAL CHATTELS FOUND ON THE FARM
OF
YASUMATSU, Kosaku, Reg. 12983

On Main Floor

Sold to tenant
1-12X15 Congoleum rug in front room, 1-9X12 Cong. rug in the dining room
3 sml. Congoleum squares or mats 2X4', Linoleum all through the hall
~~Linoleum on kitchen floor from wall to wall~~ *Sold to tenant*
~~8 volumes DOMINION EDUCATOR, 8 volumes Modern Encyclopedia~~
~~45 volumes Book of History~~
16 Miss. books, 1 Home made bed complete *← ✓*
Sold to tenant

Attic

4 X cut saws & handles, 1 part rool building paper
1 metal trunk cont. 2 crtns. pers. papers. 1 child's game, 2 crtns, dishes.
(some damaged) 4 large platters. Few books. sewing mat. 1 drum & music stand
1 tin satin glow paint, sml. tin cont. nails & several hinges.
2 glass cabinets cont. 2 Jap dolls.-1 bundle bedding
1 sml. Home made book shelf cont. few old books. Sml. quan. clothings (old)
2 crtns Jap games, 1 btl. ink, 2 ladies' hats, 1 rule, 1 square, 2 old
ladies purses.
Part sack tied up (contents unknown). 1 large picture *Sold to tenant*
1 goat skin
~~1 Home made book cabinet~~ contl quan. pers. papers. flower vase, 2 ornaments,
(1 partly demolished) quan. miss. junk. *N.V.*
1 tin cont. few rags and silver paper.
~~2 cartons old clothes.~~
Quantity old wall paper (N.V.)
3 cartons tied up. 1 part roll asbestos sheeting *U.T.*
1 ornamental dog, 1 bowl
1 shrine case
1 carton cont. old clothes, quilt padding and few loose Jap books. } *abandoned*
1 wicker basket cont. sml. crtn. letters, rags etd.
1 sml. carton patterns, 1 carton magazines.
1 double bed complete, 1 wash stand. *← ✓*
1 pr. curtains, 2 Jap tins cont. nails. *U.T.*
1 part roll linoleum, 1 linoleum square on floor.

This represents additional chattels, which together with the previous list,
represents all my chattels remaining in any protected area of British Columbia.

Confirmed:

Date *Dec. 15th. 1942.* Signed *Kosaku Yasumatsu.*

Please sign and return one copy to the Custodian.

S. Sold by Auction Dec. 1943. Albotofad 1.

*U.T. used by tenant
A. Discarded*

5953

REPORT

Re- school house and annex,
which I believe belonged to K. YASUATSU? ON
Downs Road, Clayburn, B.C.

The above mentioned has been
inspected by the "Land Army" officials and meets
with th-e-i-r approval, as per being suitable for
a dining room for picker-s. Would seat approx
thirty and store food for th-e same.

Mr. Anthony Jackson of Downs
Road, Clayburn is i-n need of building and sumits
offer of five dollars per month for the use of the
same, for purpose mentioned above.

Chattels listed below are i-n
annex and will be cared for by Mr. Jackson.

Small cupboard.

2 tables(H.M.)

1 heater.

1 rubber mat .

1 cart on of dishes(14 cups).

1 large circulating heater(good).

16 d esks, small(H.M.).

9 benches(H.M.).

Signed. *H. M. Anderson.*

May 21, 1943.

ADDITIONAL CHATTLES FOUND ON

THE

YASUMATSU, Kosaku #12983 Farm.

On Main Floor

- 1 12 x 15 congoeum rug in front room X
- 1 9 x 12 " " " " Dining room X
- 3 Sml. Congoeum squares or mats 2 x 4' X
- Linoleum all through the hall
- Linoleum on kitchen floor from wall to wall
- BOOKS
- 8 Volumes DOMINION EDUCATOR ✓
- 8 " MODERN INCYCLOPEDIA ✓
- 15 " BOOK OF HISTORY ✓
- 16 Miss. Books
- 1 Home made bed complete X

Attic

- 4 X cut saws & handles
- 1 Metal trunk cont. 2 crtns. pers. papers, 1 child's game
- 2 crtns dishes, (some damaged) 4 large platters. Few books
- Sewing mat. 1 drum & music stand, 1 tin satin glow paint,
- Sml. tin cont. nails & several hinges.
- 1 Part roll bldg. paper
- 2 Glass cabinets cont. 2 Jap dolls
- 1 Sml. Hm. Md. book shelf cont. few old books, Sml. quan clothing (old)
- 2 crtns Jap games, 1 btl. ink, 2 ladies hats, 1 rule, 1 square,
- 2 old ladies purses,
- 1 Bndl. bedding
- Part sack tied up contents unknown
- 1 Straw suit case tied up
- 1 Large picture
- 1 Goat skin
- 1 Hm. Md. book cabinet cont. quan. pers. papers, flower vase, 2 ornaments
- (1 partly demolished) Quan. miss. junk.
- 1 Tin cont. few rags & silver paper
- 7 Crtns old clothes
- Quan. old wall paper (N.V.)
- 3 Crtns tied up
- 1 Part roll asbestos sheeting
- 1 Ornamentle dog
- 1 Bowl
- 1 Shrin e case
- 1 Crtn cont. old clothes quilt padding & few loose jap books
- 1 Wicker basket cont. sml. crtn. letters rags etc.
- 1 Sml. crtn patterns
- 1 Crtn magazines
- 1 Double bed complete
- 1 Wash stand
- 1 Pr. curtains
- 2 Jap tins cont. nails
- 1 Part roll Linoleum
- 1 Linoleum square on floor

Signed

[Signature]

File 953

RE CHATTELS OWNED BY KOSAKU YASUMATSU. REGISTRATION NO. 12983

The following chattels were appraised by Gowing Frost and sold to the tenant on the property, Mr. A. Jackson:

✓ 1 Kitchen Range	20.00 ⁵
✓ 1 Kitchen Table	5.00 ¹¹
✓ Linoleum on kitchen floor	5.00 ¹¹ X
✓ 6 old Kitchen Chairs	1.75 ¹¹
1 Kitchen Cabinet Cupboard	12.00 ¹¹
1 Chest of Drawers	4.00 ²⁰
1 homemade Bed & Springs	2.00 ²¹ X
1 Radio Table	3.00 ¹¹
1 Jubilee Heater	35.00 ¹¹
All curtains, drapes and rods	10.00 ¹¹
2 Pictures (large)	1.50 ¹¹
1 Chest of Drawers	3.00 ²¹
1 old, iron Bed	.50 ¹¹
1 small, garden Plow	5.00 ¹¹

Total Price	\$ 107.75
Less 10% Appraisal Fee	<u>10.78</u>
Net Sale Price	<u>\$ 96.97</u>

Approved by
R. A. C.
13-1-HH.

I HEREBY CERTIFY THAT the above prices of Chattels appraised by me are a true value.

Gowing Frost
(Seal of appraiser)

EXHIBIT No.

DATE

FILLED BY

943-2

Sept. 24/48

Crown

REAL PROPERTY SUMMARY

File 5983

V.L.A. B.C. 409-P

JAPANESE NAME: Kosaku YASUMATSU -- Reg. No. 12983

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

PROPERTY ADDRESS: No. 4041 Downs Road, Clayburn, B. C.

LEGAL DESCRIPTION: The East half of the South half of the South West quarter of Section 33 Township Sixteen SAVE AND EXCEPT the West 7.50 chains Municipality of Matsqui, D.N.W.

TITLE: In the name of Kosaku YASUMATSU.

ENCUMBRANCE: Vesting in Custodian 24541, 28th August 1942.

ASSESSED VALUE: 1942 - 25 acres.
Land \$500.00
Improvements \$1600.00 Total \$2100.00, Taxes \$30.85.

CLASSIFICATION: Berry and vegetable farm with dwelling. Custodian's inspector reported on 12th June 1942 a farm with 20 acres cleared, of which 5½ acres in strawberries, 1½ acres in raspberries, 1½ acres in rhubarb. A very good house, well finished inside, frame, 2 storeys, 7 rooms, 27 x 54, and roothouse, barn, woodshed, garage, 5 packing sheds, rhubarb house, 2 pickers houses. At time of inspection occupied by A. Jackson, the lessee.

HISTORY OF ADMINISTRATION: Leased by the owner on 6th April 1942 to Anthony Jackson as from 1st April for 10 months- to 1st February 1943, for \$2000.00. This lease gives the acreage in crop as 6 acres in strawberries, 3 acres in raspberries, 2 acres in rhubarb and 30 fruit trees. The lessee is to have the use of live stock, implements and tools as listed. This \$2000.00, of which the crop value is given as \$1600.00 was paid to the owner.

After YASUMATSU'S evacuation on 2nd June, Jackson made a claim for refund of part of rent paid, on the ground of misrepresentation of acreage in crop. A report by a B.C. Land surveyor, Mr. H.H.B. Abbott states the area in crop as 6.33 acres, and Jackson made claim in respect to the shortage of 4.67 acres of \$845.00. Yasumatsu pointed out that Jackson had been on the land for two months while he, Yasumatsu, was in the neighborhood and had made no claim, that acreage was ordinarily estimated by the number of plants, and that possibly some crop had been plowed under. As settlement of the claim at 70%, \$591.53 was paid by the Custodian to the Pacific Co-Operative Union to the credit of Jackson. Mr. Yasumatsu has not yet acknowledged this settlement.

The Custodian executed a lease of the farm on 1st September 1942 for a term of 1 year from that date to Anthony Jackson at a rental of \$125.00, which was allowed to The Director, The Veterans' Land Act.

Insurance policy in the North West Fire Insurance Co., expired and a policy in The New England Fire Insurance Co., of \$650.00 on house and \$350.00 on contents (premium \$35.00) was arranged by the Custodian. The insurance on contents was later cancelled and the Custodian received a refund of \$6.49. The

of \$6.49. The

policy covers a period of 3 years from 14th May 1943, and was transferred to The Director, The Veterans' Land Act 15th April 1944.

SOLD:

To The Director, The Veterans' Land Act for \$2409.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS:

Released to credit of Kosaka YASUMATSU - Sale Price \$2409.00, rental 1943, \$125.00, refund of insurance \$29.24, total \$2563.24; less rent allowed The Director, The Veterans' Land Act \$125.00, insurance \$35.00, Taxes \$35.37, Certificate of Encumbrance \$1.00, registration fee \$3.00, legal fee \$15.00, total debits \$214.37. Net amount released to credit \$2348.87.

TITLE:

Included in C. of T. 169851-E and payment of consideration to Custodian included in cheque dated 9th March 1944.

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

DATED December 7th, 1945.

Abulhasan

IM:ML

REAL PROPERTY SUMMARY

File 5953

V.L.A. B.C. 409-P

JAPANESE NAME: Kosaku YASUMATSU - - Reg. No.12983

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

PROPERTY ADDRESS: No.4041 Downs Road, Clayburn, B.C.

LEGAL DESCRIPTION: The East half of the South half of the South West quarter of Section 33 Township Sixteen SAVE AND EXCEPT the West 7.50 chains Municipality of Matsqui, D.N.W.

TITLE: In the name of Kosaku YASUMATSU.

ENCUMBRANCE: Vesting in Custodian 24541, 28th August 1942.

ASSESSED VALUE:

1942	25 acres
Land	\$500.00
Improvements	\$1600.00
Total	\$2100.00, Taxes \$30.85

CLASSIFICATION: Berry and vegetable farm with dwelling. Custodian's inspector reported on 12th June 1942 a farm with 20 acres cleared, of which 5½ acres in strawberries, 1½ acres in raspberries, 1½ acres in rhubarb. A very good house, well finished inside, frame, 2 storeys, 7 rooms, 27 x 54, and roothouse, barn, woodshed, garage, 5 packing sheds, rhubarb house, 2 pickers houses. At time of inspection occupied by A. Jackson, the lessee.

HISTORY OF ADMINISTRATION: Leased by the owner on 6th April 1942 to Anthony Jackson as from 1st April for 10 months - to 1st February 1943, for \$2000.00. This lease gives the acreage in crop as 6 acres in strawberries, 3 acres in raspberries, 2 acres in rhubarb and 30 fruit trees. The lessee is to have the use of live stock, implements and tools as listed. This \$2000.00, of which the crop value is given as \$1600.00 was paid to the owner.

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by the Custodian. The insurance on contents was later cancelled and the Custodian received a refund of \$6.49. The policy covers a period of 3 years from 14th May 1943, and was transferred to The Director, The Veteran's Land Act 15th April 1944.

SOLD: To The Director, The Veterans' Land Act for \$2409.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS: Released to credit of Kosaka YASUMATSU - Sale Price \$2409.00, rental 1943, \$125.00, refund of insurance \$29.24, total \$2563.24; less rent allowed The Director, the Veterans' Land Act \$125.00, insurance \$35.00, Taxes \$35.37, Certificate of Encumbrance \$1.00, registration fee \$3.00, legal fee \$15.00 total debits \$214.37. Net amount released to credit \$2348.87.

TITLE: Included in C. of T. 169851-E and payment of consideration to Custodian included in cheque dated 9th March 1944.

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

DATED December 7th, 1945.

"Ian Macpherson"

IM:ML

File No. 7953

YASUMATSU, Kosaku (Mr.)

Reg. No. 12963

4041 Downs Road, Clayburn, B. C.



Farm Appraisal Report

File No. TL 229

Land Description W¹ of S¹ of SW¹ Sec. 33, T¹ 16, less the westerly 7.60 chains,
containing 15 acres, transferred.

Containing 25 Acres

Owner's Name YASUNATHU, K. Post Office Address Abbotsford, B.C.

Nearest Rail Point Clayburn Distance 1 1/2 miles.

Market Town Abbotsford Distance 2 1/2 miles

Church (give denomination) Various at Abbotsford Distance 2 1/2 miles

Nearest School Abbotsford Distance 2 1/2 miles.

State how property was identified Map and recent resurvey. DATE Sept. 24/61

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

In 14041 Bowden Road, gravelled to Clayburn to hard surfaced highway.

Is this district a good one? Yes.

Employment opportunity Local in berrying and hops. Remote in mills and logging camps.

Predominating Nationality and religion British, no sect predominating.

Describe Fencing and its condition East and west bds - west new, east poor. Value \$inc. in land

Water supply Flowing well, pipe in kitchen and out-shed. Value \$

BUILDINGS ON FARM

553

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	30 x 24	lumber	studs	shgl	107	poats	good	1100.00
Add'n.	14 x 22	"	"	"	"	"	"	
Add'n.	8 x 14	"	"	"	"	"	"	
Wash Veranda	8 x	on east and south sides						
Shed	12 x 22	lumber	7	shk.	new	"	new	25.00
Shed	14 x 20	apl. cedar	6	"	old	"	poor	15.00
A old shed which I consider of no real value								
Pickers hse.	14 x 24	lumber	9	shgl	"	blks.	good	250.00
Woodshed	16 x 24	"	8	shk.	"	"	poor	30.00
Shed	15 x 27	apl. cedar	7	"	"	"	"	15.00
Garage	12 x 18	lumber	8	shgl	"	"	good	40.00
Huber's hse	18 x 26	walls shgl	9	"	"	"	"	150.00
Pickers hse	15 x 22	lumber	7	"	new	"	unfin	60.00

Total present day value \$1628.00

Total Value Buildings add to farm \$1200.00

Is dwelling habitable without repairs? Yes.
Describe repairs needed to make buildings serviceable and give approximate cost of same.

Describe the basement and chimneys: No basement. One brick chimney. One roof jack to ground.

No. rooms downstairs? 7 Upstairs? - How finished? V-joint.
Could not get in the building. No. of rooms estimated from what windows would
Are buildings painted? No. Condition of paint reveal. Tenant away.

Distance from nearest town 400 yards.

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

Cultivated Land

BC/409-P
BC/2368-A

Page 2

	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
17.	rolling	15" loam	edy. clay	strawberries, rhubarb, raspberries	60.00	1020.00
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
5.6	rolling	15" loam	edy. cl.	heavy clearing	125.00	20.00
1.2	"	"	"	light clearing	75.00	30.00
1.3	level	peaty loam	"	drainage, (local)	30.00	50.00
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.		NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE	

Total value of Land \$1233.00

Total added by buildings to value of farm \$1200.00

Total fruit trees add to value of farm (for use in orchard districts only) \$ 20.00

Total value of farm \$2453.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Tillage good on crops, but uncropped land not plowed. Owner recently evacuated. Lessee only now in occupation.

What is the average yield per acre of chief crops?

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
For white man, mixed; fruit and/or dairying, with buildings converted to suit.

Noxious weeds: Canada thistles.

State type of family recommended for this property:

Homeless man or woman, or family, expected to begin paying for farm improvements.

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

Mun. and school \$30.85
Matsqui Municipality.
Mt. Lehman.

Date: 6th June, 1942.
Place: Abbotsford, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 4th day of June, 1942.

Inspector's Signature

"B.C. WORMWORTH"

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

- K. YASUNATSU

Farm Appraisal Report

Page 3

With the late evacuation of the owner, and consequently late occupation by the lessee, the cultivation has not been kept up properly, and there will be serious deterioration in this respect.

Most of the cultivation is at an angle of about 10 degrees as a result of some re-adjustment of boundaries and re-fencing. This can be corrected as time passes.

The shuhar house could be reconstructed into a good henhouse, as it stands on well-drained ground, and has full south exposure. At present there are quarters for the fruit pickers upstairs.

EXHIBIT No.

DATE

PREP BY

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE

ORCHARDS, SMALL FRUIT, ETC.

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

Present Value

If varied fruit trees in good shape add to value \$ 20.00

Other crops are - \$

Strawberries - - - 3.5 acres \$

Raspberries - - - 2.2 " \$

Rhubarb - - - 1.6 " \$

Rest of cultivated land is not plowed this year, \$

Total \$

Amount fruit trees add to value of farm \$

Extract from Lease.

File #5953.

Lessor: Kosaku YASUMATSU

Lessee: Anthony JACKSON

Date: 6th 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: \$2000.00, paid. ✓

Property:

Land: East part of E. $\frac{1}{2}$ of S. $\frac{1}{2}$ of S.W. $\frac{1}{4}$ of Section 33 Township 16 containing 25 acres more or less, Municipality of Matsqui.

Houses: Included, also buildings. ✓

Chattels: Live stock and farm implements only. ✓

Lease
387

(Matsqui Municipality)

5953

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
SEP 15 1942

OFFER TO LEASE JAPANESE PROPERTY.

File No. JL-229

Place Clayburn, B.C.

Custodian of Enemy Property,
Vancouver, B.C.

Date Sept. 10th, 1942.

Re: K. YASUMATSU Property.

E $\frac{1}{2}$ of S $\frac{1}{2}$ of SW $\frac{1}{4}$, Sec. 33, Tp. 16, less westerly
7.50 chains, contg. 15 acres transferred.

I hereby offer to lease the above described property
on the following basis:

Term: From September 1st 1942 to September 1st 1943.

Cash Rental: \$ 125.00 per year to be paid as follows:
July 15th, 1943.

Lease to include all land and buildings, - except:

No exceptions.

Other special conditions (if any):

The following taxes will be payable by me: Nil

Land & School Taxes: Irrigation Taxes:
Dyking or Drainage Taxes: " Tolls:
Domestic Water Rates:

(strike out those that do not apply)

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

I recommend that Lease on the
above terms be approved.

G. J. MacKay
Field Supervisor,
Soldier Settlement of Canada.

Full Name: Anthony Jackson

Address: Clayburn, B.C.

ANTHONY JACKSON

Per Copy

FARM LEASE

THIS INSTRUMENT made in duplicate this sixth day of April A.D. 1942

IN FURNISHANCE OF THE "SHORT FORM OF LEASES ACT"

BEFORE :-

HOSANE YAMAMITSU of Glagburn in
the Province of British Columbia -
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

ANTHONY JACKSON of Mount Lehman in
the Province of British Columbia -
Farmer
(hereinafter called the Lessee)

Of the Second Part

WITNESSETH THAT, for and in consideration of the rents, covenants and 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 DOETH 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 :-

East part of East half of South half of South West quarter of Section thirty three (33) Township sixteen (16) containing twenty five (25) acres more or less.

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

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

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

EXHIBIT NO.

DATE

FILLED BY

942-8

Sept. 24/48

Crown

WILBING AND RAYNE THORNTON, for the said term hereby granted unto the Lessor the sum of Two thousand (\$2,000.00) 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;

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
Three (3) acres of raspberries
Two (2) acres of rhubarb
Thirty (30) 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 and 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;

THE LESSEE FURTHER covenants with the Lessor that he will properly care for and account to the Lessor for any live stock, farm implements or miscellaneous tools which are left by the Lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent on the termination of

this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSOR 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 the year 1942, he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

PROVIDING 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.

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
KOSAHU YASUMITSU and ANTHONY
JACKSON in the presence of

K Yasumitsu

M M Fletcher

A Jackson

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 KOSAHU YASUMITSU and ANTHONY JACKSON, 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 sixth day of
April A.D. 1942.

M M Fletcher

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

IN THE MATTER OF FARM LEASE APRIL 6th. 1942

EDSANE YASUMITSU

to

ANTHONY JACKSON

STATEMENT DECLARATION

I, Anthony Jackson of St. Lehman in the Province of British Columbia,
Fruit Farmer, do solemnly declare:-

1. That on the 6th. day of April A. D. 1942 I leased from EDSANE YASUMITSU of Clayburn, British Columbia, the East part of the East half of the South half of the South West quarter of Section Thirty-three (33) Township Sixteen (16) containing twenty-five (25) acres more or less, in the Municipality of Matsqui, District of New Westminster for a term of ten months from the first day of April A. D. 1942 at a rental of Two thousand (\$2000.00) Dollars.

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

Six (6) acres of strawberries

Three (3) acres of Raspberries

Two (2) acres of stubble

Thirty (30) fruit trees

and it was on that basis that I paid the aforesaid rental of \$2000.00.

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

4. That on or about the 12th. day of August A. D. 1942 I caused the aforesaid acreages to be measured by H. H. B. Abbott, British Columbia Land Surveyor, residing at Abbotsford, British Columbia, and attached hereto and marked with my signature is a list of the acreages of all of the strawberries, raspberries and stubble on the said lands.

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

Strawberries	2.22	acres
Raspberries	1.25	"
Blueberries	1.20	"
Blackberries	2.	"
Total shortage	4.67	"

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

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

[Signature]
A Commissioner for taking affidavits
within British Columbia

PERSONAL PROPERTY SUMMARY

File No. 5953

29th January, 1946

Re: YASUMATSU, Kosaku - Reg. No. 12983

CHATELS: The above Japanese declared a considerable quantity of chattels which upon evacuation were left for the use of and in the care of A. Jackson, lessee of the property belonging to the above Japanese. They were inventoried and liquidated by our fieldmen and appear to be well accounted for. Details are shown on the attached yellow Chattel Summary and Chattel Schedule.

LIVESTOCK: The above Japanese declared a horse which was left on the property in the care of the lessee. It was sold by public auction on May 17, 1944 for the net sum of \$10.47 which sum was credited to the evacuee's account.

SPECIFIED ARTICLES: YASUMATSU declared a truck said to be surrendered at Hastings Park. As the Japanese had transferred the vehicle to the P.C.U. prior to the date of the Order-in-Council it was subsequently released to their care. In YASUMATSU's letter of March 13, 1943 he states he would be well satisfied to get \$700.00 for it and after the Custodian had the truck appraised it was sold by the P.C.U. for that sum. The selling price was remitted to this office after paying \$286.50 to the finance company being the balance owing on its purchase and the sum of \$413.50 was credited to YASUMATSU's account here. Details are shown on the attached brown-edged summary.

ACCOUNTS RECEIVABLE: On November 30, 1942 the P. C. U. paid \$95.10 into this office being YASUMATSU's credit balance at their office at that time. Subsequent payments were received later but they represented interest on shares and are shown below.

On May 29, 1943 we were advised through the B.C. Security Commission that YASUMATSU held a note for \$300.00 against Mrs. S. KAWADA. As neither Mrs. KAWADA or her husband had any credit at this office no action could be taken by this office to assist in its collection.

BONDS & INVESTMENTS: The above Japanese declared a \$5.00 War Savings Certificate and three Pacific Fraser Co-operative Union \$1.00 shares. These were not brought under control by the Custodian and although YASUMATSU forwarded the shares to this office they are just being held in safekeeping here.

YASUMATSU also declared his share interest in the P. C. U. which consisted of the following - \$870.00 in non-redeemable shares and \$510.00 in redeemable shares. The latter were issued as follows:

File No. 5953

Personal Property Summary (cont.)

\$60.00	1937 -	Shares rec'd	Feb. 1943	(Redeemed at par	Feb. 1944)
60.00	1938 -	"	"	"	"
\$130.00	1939 -	"	Feb. 1943	"	Mar. 1944
40.00	1940 -	"	Sept. 1943	"	Mar. 1945
\$220.00	1941 -	"	Apr. 1945	"	Jan. 1946

Interest on P.C.U. shares totalling \$30.54 has been paid into this office to date to the credit of the Japanese.

The Japanese also declared and owned a \$10.00 United Farmers Co-operative Union share. This was forwarded to this office for redemption on April 22, 1944. The Custodian sold it for \$65.00 which sum was placed to YASUMATSU's credit. Interest totalling \$2.40 has been paid into this office to his credit on the share.

LIFE INSURANCE: *To be held pending receipt of certificate.*
The Japanese declared a \$1,000.00 Sun Life Insurance policy naming his wife as beneficiary. This was not brought under control by nor administered by the Custodian.

This file reveals no other Personal Property assets.

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

January 29, 1946
WEA:EH

WEA

CHATTEL SUMMARY

File No. 5953

28th January, 1946

Re: YASUMATSU, Kosaku - Reg.No.12983

The above Japanese when registering with the Custodian on April 24, 1942 declared considerable itemized chattels. He was evacuated on June 2, 1942 and having leased his property to a Mr. Jackson with the understanding that he use and look after them, they were well accounted for when our fieldmen inventoried same on June 12, 1942 at which time considerable smaller items not declared were found. Details are shown on the attached Chattel schedule.

Two shipments were made to YASUMATSU by the tenant as in his letter of April 26, 1945 he admitted receiving gramophone records and dolls in 1943, and some family photos in 1944.

The chesterfield suite and 6 dining room chairs had been purchased from Woodward's Store and were practically new. These were sold to the tenant with the consent of the Japanese for \$154.00 which was the purchase price paid by YASUMATSU. This sum was credited to the account.

All saleable chattels remaining were liquidated by the Custodian, a quantity by appraisal to the tenant for \$96.97 net and the balance by public auction on December 1st, 1943 for net \$113.98.

Details of the auction and sales sheets were forwarded to YASUMATSU on March 9, 1944 however the Japanese wrote on March 30, 1944 drawing to our attention that a number of valuable items were missing. After considerable investigation and interviewing the tenant and the auctioneer, it was established that a number of items had been credited in error to other Japanese and correct transfers of these funds were made resulting in corrected net proceeds from auction totalling \$229.28.

The chattels are well accounted for although a small quantity of sundry items and small garden tools were abandoned on the property as being worn out and not worth handling.

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

Jan. 28/46
WEA:EH

...W.E. ...

CHattel Schedule

File No. 5953

Re: YASUMATSU, Kosaku

Reg. No. 12983

Registered April 24, 1942

Evacuated June 2, 1942

Declared	Inventoried June 12, 1942	Remarks
CHesterfield suite	x	Sold to tenant (New price)
Dining Suite	6 chairs & table	(6 chairs sold to tenant (New price) (Table - Auctioned 1/12/43)
4 beds (double)	3	(1 sold by appraisal (2 Auctioned 1/12/43)
1 bed (single)	homemade bed	Sold by appraisal
bureau	x	" " "
chest	x	" " "
gramophone	cabinet only (records shipped)	Auctioned 1/12/43
Red couch	x	" 1/12/43
3 carpets	linoleum	{ 1 Sold by appraisal 2 Auctioned 1/12/43
Kitchen range	x	Sold by appraisal
Heater	x	Sold by appraisal
Small heater	x	Burnt out and abandoned.
7 kitchen chairs	6	6 Sold by appraisal.
2 dressers	1	1 Auctioned 1/12/43
17 volumes history books	15	Auctioned 1/12/43
8 volumes Dominion Educator	x	Auctioned 1/12/43
8 volumes Modern Encyclopedia	x	Auctioned 1/12/43
large dictionary	16 sundry	Auctioned 1/12/43
3 ploughs	x	2 Auctioned 1/12/43
3 cultivators	x	1 Sold by appraisal. 1 Auctioned 16/12/43 2 Auctioned 1/12/43
farm tools	quantity (see below)	
kitchen utensils	x	(Missing - probably taken with them)
12 chickens	x	
horse	x	Auctioned 17/5/43
2 kitchen cabinets		1 Auctioned 1/12/43 1 Sold by appraisal
highchair		Auctioned 1/12/43
kitchen table		Sold by appraisal
2 small tables		Auctioned 1/12/43
end table		Auctioned 1/12/43
coffee table		Auctioned 1/12/43
rocking chair		Broken and abandoned
2 ash trays		Auctioned 1/12/43
7 pictures		Sold by auction & appraisal
drapes, curtains, blinds		Sold by appraisal
dressing table, bench		Auctioned 1/12/43
harness		(Old - sold with the horse)
cable		Missing
2 peevees		(Worn out and abandoned)
bicycle		" " " "
stove		Burnt out "

File No. 5953

Chattel Schedule (cont.)

DECLARED	INVENTORIED JUNE 12, 1942	REMARKS
Jackson's letter Sept. 12/42	(2 shovels 5 hoes 2 rakes sledge mattock post digger auger X cut saw	Tools were very poor and worn out. Not considered worth handling by the Auctioneer.
	3 X cut saws metal trunk, sundries 1 pt. roll building paper 2 doll cabinets wash stand sundry & personal effects book case	Auctioned 1/12/43 Not worth handling. Used on property. Shipped Homemade - abandoned Shipped to Japanese Auctioned 1/12/43 Dishes Lamp & glasses scales 3 tables fork

April 26th, 1945:

YASUMATSU admitted receiving shipment from Jackson
of gramophone records and Japanese dolls in 1943 and
some family photos in 1944.

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

Jan. 29/46
WEA:EH

W.E. Cameron

NAME YASUMATSU, Kosaku

REGISTRATION NO. 12983

File No. 5953

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

1 bench	\$3.00
1 Plough	17.00
1 cultivator	16.00
1 plough	8.00
2 tables	1.80
1 table	0.90
3 tables	2.25
1 bookstand	1.00
1 table	3.25
1 bureau	5.00
Dishes	1.00
Dishes	2.00
Lamp & Glasses	1.00
Books	13.00
Books	7.00
1 Scale	18.00
Books	1.00
1 gramophone	1.00
Pictures	2.75
Pictures	0.75
1 couch	30.00
1 cupboard	4.00
1 cultivator	12.00
1 chiffonier	18.00
1 bed	6.00
1 bed, complete	28.00
1 Linoleum rug	25.00
1 songoleum rug	15.50
Total	
Carried forward	\$244.20

NAME YASUMATSU, Kosaku

REGISTRATION NO. 12983

File No. 5953

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

Brought Forward	\$244.20
1 High Chair	1.00
1 smoker	1.50
1 saw	3.50
1 saw	.75
1 saw	1.50
Fork	1.00
1 Dresser	8.00

Total		\$261.45
Less Expenses:	(Auctioneer's fee: \$26.13	
	(Advertising: 2.98	
	(Moving: <u>14.31</u>	<u>43.42</u>
Net Proceeds Credited:		\$218.03

Members of Custodian Staff Present Mr. Carlsen

Extracted from Auctioneering List No. Abbotsford 1.

Remarks.

NAME YASUMATSU, Kosaku

*Original of this
and 12/2/46*

REGISTRATION NO. 12983

FILE NO. 5953

The following chattels were sold by public
auction at Abbotsford, B. C. on December 16, 1943

1 Horse Scuffler (Cultivator) \$ 12.50

Total	\$ 12.50
Less Expenses: (Auctioneer's Fee:	\$ 1.25
Net Proceeds Credited:	\$ 11.25

Members of Custodian Staff Present. Mr. Carlsen
Extracted from Auctioneering List No. Abbotsford 2.
Remarks.

NAME YASUMATSU, Kozo

REGISTRATION NO. 12983

FILE NO. 1953

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

Old White Horse (Fox Hunt)

\$ 12.00

Total		\$ 12.00
Less Expenses:	(Auctioneer's Fee 1.20 Advertising 0.33 Movings —)	\$ 1.53
Net Proceeds Credited:		<u>\$ 10.47</u>

Members of Custodian Staff Present. Mr. Carlson

Extracted from Auctioneering List No. Abbotsford 6.

Remarks.

MEMORANDUM

File No. 5953

August 9th, 1945.

TO: The File

FROM: Mr. W. J. Iverson

RE: Kosaku YASUMATSU

A shrine and other personal effects belonging to the
above are stored in the Buddhist Temple at Haney.

WJI:LEM

W. J. Iverson

BRITISH COLUMBIA SECURITY COMMISSION
CUSTODIAN RELEASE FORM

Address: P.O. Box 176
St. Pierre, Mont.

Date: Jan. 28th /44

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

I, Kosaku Yasumatsu Police Registration No. 12983

hereby request you to release to me the under-noted articles stored at

4041 Dawson Road, Clayburn, B.C.

in possession of Mrs. Anthony Jackson

and I release you from any claim whatsoever with respect to such
 articles, and ship same through the B.C. Security Commission.

Description of articles wanted:

Kitchen range, Heater (Golden Jubilee), 3 piece Chesterfield
suite, end table, coffee table, 6 dining room chairs
ward, 2 ash tray stands, all curtains 9 windows
all blinds, drapes, 2 beds complete (brown) 1-12'x15'
rug, 1-12'x12' rug, all the washers.

Original Address: 4041 Dawson Road, Clayburn, B.C.

Date Evacuated to Present Address: June 2nd. 1942.

Total number in Family: 7

CHARGES:

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

Deposit received: 3

Approved:

BRITISH COLUMBIA SECURITY COMMISSION

Per John L. Grant

Kosaku Yasumatsu
 (Claimant Signs Here)

BRITISH COLUMBIA SECURITY COMMISSION

CUSTODIAN RELEASE FORM

Address: P.O. Box 176Date: Jan 25th 1944St. Pierre Man.To: The Secretary of State, acting in his
capacity as Custodian, Vancouver, B.C.I, Kosaku Yasumatsu, Police Registration No. 12983

hereby request you to release to me the under-noted articles stored at

4041 Dawson Road, Clayburn, B.C.
in possession of Mrs. Anthony Jacksonand I release you from any claim whatsoever with respect to such
articles, and ship same through the B.C. Security Commission.

Description of articles wanted:

Kitchen range, Heater (Golden Jubilee), 3 piece Gustafberg
suite, end table, coffee table, 6 dining room chairs,
couch, 2 ash tray stands, All curtains on 4 windows, all
blinds, drapes, 2 beds complete, (brown) 1 - 12' x 15'
rug, 1 - 9' x 12' rug and all cushions.Original Address: 4041 Dawson Road, Clayburn, B.C.Date Evacuated to Present Address: June 2nd '42Total Number in Family: 7

CHARGES:

I agree to pay all charges as required by the British
Columbia Security Commission.Deposit received: 3Approved:
BRITISH COLUMBIA SECURITY COMMISSIONPer: Jan. L. SmithKosaku Yasumatsu
(Claimant Signs Here)

File No. 5953

April 5, 1944.

MEMORANDUM

TO: Mr. S. C. Carlsen, 922 Burnaby St. New Westminster.

FROM: W. E. Anderson. Re: Kosaku YASUMATSU.

Subject Japanese informs us that the following articles are missing from the sale lists:

Sold to Jackson. 1 Spring Tooth Cultivator *one anchored 4/12/44.*
Mr. Jackson says 5 small Farm Implements } ?
in small back room Carpenters' Tools }
and called as same 1 Congoleum Carpet size 12' x 15' } *line on kitchen floor*
sold at auction 1 " " " 9' x 12' } *sold to tenant*
sold at auction 2 brown Double Beds (still new) } *1 homemade bed - young*
purchased for \$50.00 1 white Double Bed } *1 old iron bed sold to tenant*
sold to tenant 1 Dressing Table and bench to go with it. *? one of two chests of drawers sold to tenant*
still at small. 1 Hand Pump

Please investigate.

WEA/EG

W. E. Anderson

Mr. Family Photos - in attic } *have Mr. Jackson*
large Japanese pot - in basement } *and*

Nothing left house.

June 16, 1944.

MEMORANDUM

File No. 3932

TO: Mr. E. C. Carlson

FROM: W. B. Anderson

Rai Kosaku YASUMATSU.

This file, as far as chattels are concerned, is very incomplete and the remarks written on my Memo to you of April 5th, are not satisfactory.

Attached is the duplicate "J.P." and inventory taken by you. We have a letter on file, dated September 12, 1942, from Mr. Jackson acknowledging 3 cultivators in his possession. According to the file one was sold at auction but it appears that a spring tooth cultivator and one other are missing.

Regarding the Congoium carpets, size 12' x 15' and 12' x 9' also the kitchen linoleum you will note listed on your inventory. The linoleum was sold to Mr. Jackson on appraisal for \$5.00. For your information Mr. Jackson offered to buy the 12' x 15' carpet for \$27.00 in July, 1943 but as he did not have sufficient money at that time he did not complete the deal. Please obtain definite information about these two carpets.

2 brown, double beds (still new) & 1 white, double bed:
According to the file, one homemade bed and spring - \$2.00 and one, old iron bed - 50¢ were sold to the tenant. Please obtain definite information regarding the ones to which I refer.

Dressing Table & Bench - The only articles sold along these lines were 2 chests of drawers appraised at \$3.00 and \$4.00 but you will note on your inventory that 3 chests of drawers are listed and the dressing table and bench in addition.

Please do this investigation as soon as possible.

WBA/EG

MEMORANDUM

File 5953

February 15th, 1945.

TO: R. H. Anderson

FROM: W. J. Iverson

RE: Mr. Kosaku YASUMATSU, Clayburn, B.C.

We have a communication from the above-named Japanese in respect to certain shortages on his chattel list. We find that these were referred to in our memorandum of September 28th and all the evidence on file shows that Mr. Jackson, the tenant, should be able to tell us something about this matter. Mr. YASUMATSU mentions the following items unaccounted for:

2 Congoium carpets: These were not sold either at auction or to the tenant, but they are shown as having been checked when Mr. Carlson found the additional chattels at the end of 1942. The rugs were shown as in the front room and the dining room, but the linoleum in the kitchen however, has been sold to Mr. Jackson.

2 Double brown beds,
1 Double white bed,
A set of dresser, bench and bureau.

These were new and are shown in the chattel list submitted to YASUMATSU and signed by him.

Farm tools,
4 cross cut saws,
1 Flaw,
2 Cultivators.

All of these, together with other farm tools are unaccounted for, in addition to the boy's bicycle mentioned in our memorandum of September 28th.

Will you please check this matter with Mr. Jackson without delay as the records are quite clear, and there is no reason why we should not clear this chattel liquidation up now.

WJI:LEN

SPECIFIED ARTICLES SUMMARY

MEMORANDUM

To: File 5953

March 29, 1944.

From: Specified Articles Department

Re: YASUMATSU, Kosaku - Reg. 12983.

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
TRUCK	1939 Ford No. T162 License No. (42) CU 843	Not given 735.50

This truck was released to the Pacific Co-operative Union on April 30, 1942, and was later sold for \$700.00. The payments were as follows:

Finance Co.: \$286.50

Balance to Japanese account: \$413.50

Mark

YASUMATSU stated that he would be pleased with the above sale price in his letter of March 13, 1943.

The net sum of \$413.50 received from the P.C.U. was credited to the account on April 10, 1943. A fee of \$4.00 for having the truck appraised had already been charged here.

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

Jan. 29/46
WEA:EH

.....*W.E. Carson*.....

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

 Detachment
 Reimbursement No. **5953**
 FOR USE WHEN APPLICABLE

 Detachment File No.
 Sub-Division File No.
 Division File No. **8 200-0-13-5**
 Headquarters File No.

 Detachment
 Sub-Division
 Division **"E"**
 Date **March 19th** 1942

 RE: **YASUMATSU, Kosaku Clayburn, B.C.**
NAME OF FILE

 On **March 19th** 1942, 1 **H.F. Price RCMP**
MEMBER'S NAME

Came into possession of the following goods by:-

SURRENDER UNDER O.C.P.C. 1496

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

NO. OF PGS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
	LICENSE NO. (42) GU 843 MAKE & MODEL 39 Ford truck SERIAL NO. 1B226 ENGINE NO. SPEEDOMETER READING 23270 CONDITION	TIRE NUMBERS 5 appears fair left front fender dented
	EXTRA EQUIPMENT	antifreeze
	DESCRIPTION & CONDITION VERIFIED	X <i>Kosaku Yasumatsu</i> (Kosaku YASUMATSU) Signature of Owner Japanese Registration No.
	Handed over to representative of Custodian whose signature in receipt thereof appears hereunder <i>Bill Brown</i>	
DATE:	March 19/42	<i>Price</i> SIGNATURE OF MEMBER SUBMITTING REPORT

File #5953

MCDERMOTT MOTORS APPRAISAL

Kosaku YASAMATSU	-	T-162	\$760.50
		Less repairs	25.00
			\$735.50

Reg. No.	Name	File No.			
12363	YASUMATSU, Kosaku	5953			
Company	Policy No.	Expiration			Property.
		Amount	Month	Day Year	
New England Fire Insurance Company	Transferred to S.S.B.				Pt. 8 $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec. 33, Twp.
	H.M.E. cancelled Apr. 15/42				16, N. side Murphy Rd.
	6255389	\$1000.	May	14	1946

FIRE INSURANCE SUMMARY

The above Japanese declared two fire insurance policies - a North Western policy for \$1,000 and a New England policy for \$1000 covering his dwelling and furniture.

No information regarding the former policy appears on file and it apparently was allowed to run until its expiry.

The latter policy covered \$650.00 on the dwelling and \$350.00 on the household effects and had an expiry date of May 14, 1943, at which time it was renewed by this office and the premium of \$35.00 charged to YASUMATSU's account here.

The portion covering the dwelling was transferred to the V.L.A. as from its renewal date and a refund of \$22.75 was refunded to the account leaving the \$12.25 covering the chattels still charged to the account.

The coverage on the chattels was cancelled on April 15, 1944 and a refund of the unexpired portion of the premium amounting to \$6.49 was received and credited to the account.

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

"W.E. Anderson"

January 29/46
WEA:EH

LIABILITY SUMMARY

File No. 5953

28th January, 1946

Re: YASUMATSU, Kosaku - Reg. No. 12983

The above Japanese declared no liabilities however the following were filed against him:

Western Finance Company - \$275.75

This was the balance owing on YASUMATSU's truck and this indebtedness plus \$10.75 Sheriff's fee was paid by the Pacific Co-operative Union upon sale of the truck.

Woodwards Stores Ltd. - \$63.60

This claim for purchase of furniture was acknowledged as correct on June 8th, 1943 and paid from this office.

Dr. M. Uchida - \$2.50

This was withdrawn.

John E. Hashizume (Note) - \$65.00

This was referred for acknowledgment which YASUMATSU refused to give as he filed a counter claim for \$200.00 relative to shortage of acreage purchased some years previous to evacuation. Both Japanese were written supplementary letters however no agreement was arrived at. The note, which was sent by HASHIZUME to this office, was returned as the disagreement was one which the Custodian was not in a position to settle. HASHIZUME was so advised and told to take whatever action he saw fit to make collection.

YASUMATSU leased his property in 1942 to Mr. A. Jackson for \$2,000.00 setting out in the lease certain crop acreage. Mr. Jackson filed a claim for misrepresentation of the crop acreage for \$845.00 and after investigation by our representatives settlement of the claim was made for \$591.50. YASUMATSU was advised of this on July 15, 1943 to which he raised objection on August 2, 1943.

This file reveals no other liabilities.

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

Jan. 28/46 WEA:EH

W E Anderson
.....

File No. 5953.

CLAIMS DEPARTMENT

June 5th, 1943.

Kosaku YASUMATSU - Reg. No. 12983

CREDITORS:

Woodward's Stores Ltd.	\$63.60	<i>Paid</i>
John Eiichi HASHIZUME	65.00	<i>Disputed</i>
Dr. W. Uchida	2.50	<i>Withdrawn</i>
<i>Balance on Crop Claim - \$61.50</i>		
<i>(Tennet & Davidson - Jackson)</i>		

~~Gr. Bal. as at June 5th/43 - \$462.60~~

AMC:DE

2/9 H3

Note: No claim on Yasumatsu's wife's file # 6388
Feb 26/44
DE

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name MR. KOSAKU YASUMATSU

*Go to A. Carrier
A. Pierre, Man.*

File No. 5953

Reg. No. *12983*

Company SUN LIFE

Agency VANCOUVER

Policy No. 2257564

Premium - \$54.25

Payable: ^I Annually, Semi-annually or monthly

Month August Day 1st

REMARKS:

21
Warrant 19/9/103

The Custodian Of Enemy Property,
Office of the Custodian,
500 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

I hereby agree to accept settlement of my claim against
Kosaku Yasumatsu on a basis of 70% of the total.

Signed:

Anthony Jackson

EVACUATION SECTION

Rec'd FEB 15 1943

File No.

Ans.

Referred

File 5953

77

FILE # 5953

3rd March, 1943.

PACIFIC CO-OPERATIVE UNION

CLAIM FOR MISREPRESENTATION

Kosaku YASUMITSU

to

Anthony Jackson

Acreage adjustment 4.67 - \$845.00

Suggested Settlement on 70% basis

\$591.50

530.00

Paid on Account

Balance still due

61.50 Pmg

5953

25th January, 1943.

Mr. Kosaku Yasumatsu,
Registration #12983,
P. O. Box 176,
St. Pierre, Man.

Dear Sir:

Your letter of January 14th addressed to the British Columbia Security Commission has been handed to our office for reply.

The truck to which you refer was released to the Pacific Co-Operative Union and rented by them to Mr. R. A. Jackson.

You might advise us if any definite arrangements were made by you with Mr. Shimek, the Manager of the Co-Operative Union, in regard to the terms under which your truck was to be rented. We will then be in a position to take this matter up with Mr. Shimek.

If a satisfactory arrangement cannot be arrived at as between yourself and the Pacific Co-Operative, it may be necessary for us to have your truck appraised and offered for sale in line with the policy that has been in force in regard to all other Japanese vehicles.

Yours truly,

F. G. Shears,
Acting Director.

FCS/PMM

9th February, 1943.

R. A. Jackson Esq.,
Clayburn, B.C.

Dear Sir:

We are in receipt of your letter of February 5th in regard to your claim against K. MATSUI.

We have recently carried on an investigation in connection with leases which were negotiated between Japanese and white tenants, one of which was entered into between yourself and Mr. Matsui.

After obtaining a legal opinion in regard to alleged misrepresentation on the part of some Japanese, we have decided that some adjustments should be allowed in certain cases.

The matter of poor crops and other unfavourable factors could not be considered although it was unfortunate in so far as the tenant was concerned. We have, however, agreed to an adjustment in certain cases where claims have been filed on a basis of 70% of the amount represented by the difference in acreage.

If you are not prepared to accept this settlement, we are not in a position to make any adjustment as if the matter were pressed in Court between yourself and Mr. Matsui, it is doubtful if his acreage representation to you would give you any remedy in damages unless it could be proved that such representation amounted to deceit.

Taking this and other factors into consideration is the reason we have agreed to permit an adjustment of 70% and it is suggested that it will be in your best interests to agree to this arrangement.

We are now receiving from other tenants who filed their claims an agreement to settle on this basis and it will be necessary for us to receive yours by return if you wish to participate in this arrangement.

Yours truly,

F. G. Shears,
Acting Director.

FCS/PMH

P.O. Box 176
St. Pierre, Man
Feb. 13 1943

VACATION SECTION	
FEB 15 1943	
Rec'd	
File No.	5953
Ans.	7/1/43
Referred	Shears

Mr F.L. Shears,
Office of Custodian,
Vancouver, B.C.

Dear Sir:-

In reply to your letter of the 25th of Jan.
I sincerely wish to thank you for your personal
attention. Before I left B.C. I transferred
my truck to Mr J. B. Shinnick (manager of
P.C.U.) but just lately I heard that the truck
was in the hands of the Security Commission
so I wrote to them. About a week ago I received
a personal letter from Mr Shinnick stating
the fact that he had ~~seen~~ the truck in his
possession. You asked me if I had made
any arrangements with Mr Shinnick so
I will tell you. Mr Shinnick was to rent
or sell our truck on the basis of so much
per crate, per T. or per mile. If he sold
it for me he was to get the money
from the produce the buyer shipped to
the Pacific Co-op Union. Otherwise

he was to rent it for us. Do you think
this is a wise arrangement? Maybe
you would like to talk to Mr. Shinnick
yourself & decide between yourselves
what should be done. In either case,
whether its sold or rented I would
appreciate the money being sent to
me as soon as possible.

Hoping that this can be settled
to satisfy all. I remain,

Yours sincerely,
H. Yasumatake.

17th February, 1943.

W. S. Ure Esq.,
The Pacific Co-Operative Union,
Mission City, B.C.

Dear Sir:

Mr. Kosaku YASUMATSU wrote to the British Columbia Security Commission in regard to his truck. The letter was forwarded to this office and we replied as follows:-

"Your letter of January 4th addressed to the British Columbia Security Commission has been handed to our office for reply.

The truck to which you refer was released to the Pacific Co-Operative Union and rented by them to Mr. R. A. Jackson.

You might advise us if any definite arrangements were made by you with Mr. Shinek, the Manager of the Co-Operative Union, in regard to the terms under which your truck was to be rented. We will then be in a position to take this matter up with Mr. Shinek.

If a satisfactory arrangement cannot be arrived at as between yourself and the Pacific Co-Operative, it may be necessary for us to have your truck appraised and offered for sale in line with the policy that has been in force in regard to all other Japanese vehicles."

We have to-day received an answer from Mr. Yasumatsu to which we are again replying as per copy of letter attached.

Will you please look up the Pacific Co-Operative ledger and report to me what entries have been made in regard to this particular truck.

Yours truly,

F. G. Shears,
Acting Director.

FGS/PMH
encl.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO 5953

FILE NO.

Mission, B.C.
Feb. 20, 1943

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

F.G. Shears, Esq.,
Office of the Custodian,
Royal Bank Building,
VANCOUVER, B.C.

Dear Sir:

RE: Kosaku YASUMATSU

Replying to your favor of the 17th instant, regarding truck owned by the above named Japanese. I have been unable to find any agreement between the Pacific Co-operative Union and R.A. Jackson for the purchase of this truck. I am enclosing statement taken from the books of the Pacific Co-operative Union which shows the method that has been adopted in this case, as well as in a great many of the truck sales.

The first entry in the Yasumatsu account, shows an item of \$286.50 paid to the sheriff - presumably this was a final payment on the truck. The next entry is truck sales agreement R.A. Jackson, a credit of \$52.33, this amount being arrived at I assume (there are no means to prove or disprove) on a fruit haulage basis. There are four items after that, presumably on the same basis. Then, on October 31st, there is an item of \$296.13 which was a reversing entry. The next entry is on October 31st - to rent for truck showing a credit of \$43.99. In other words, R.A. Jackson used the truck from June until October, running up charges of \$296.13 and then had it all washed out.

This is just a good illustration of what has been happening in a great number of cases with regard to these truck sales, and I again suggest to you that we take these trucks over if it is a legal possibility at all, and stop this sort of juggling.

You will notice on this statement an item in April of \$418.50, placed to this man's credit, which says, agreement A. Jackson. I have attempted to trace this entry but have been unsuccessful in getting any explanation of what it means - the books do not show it and the office staff is unable to give me any information.

At the present time R.A. Jackson is driving the truck and has done so since last October without making any payments.

Yours truly,

William S. McK.

C
O
P
Y

BRITISH COLUMBIA SECURITY COMMISSION

EVACUATION SECTION	
Rec'd	JUN 16 1943
File No.	
Ans.	
Deferred	

749 Somerset Building,
Winnipeg, Man.,
May 29th, 1943.

British Columbia Security Commission, Vancouver, B.C.

Re: Kosaku YASUMATSU, Registration No. 12983
Family Serial No. 13073

With reference to the Custodian's letter dated May 7th, File No. 5953, copy of which was forwarded by you.

I called upon the subject Japanese regarding his account of \$63.60 with Messrs. Woodwards and found that Yasumatsu admits this debt. He holds six shares, Nos. 1847-1852 in the Pacific Co-operative Union, Certificate No. 832, dated November 30, 1938, redeemable this year. These have par value of \$60.00, which he wishes to apply on his account, and if these shares can be converted to the value of \$60.00, he will give us the authority to take the balance of \$3.60 from his funds held by the Custodian. Regarding the account of \$2.50 with Dr. Uchida, Mr. Yasumatsu says that his brother, Kojiro YASUMATSU, now in Japan, consulted this Doctor and evidently he was mistaken for his brother. Mr. Yasumatsu further states that at no time did he consult Dr. Uchida. In connection with the J.E. Hashizume account of \$65.00, Mr. Yasumatsu states that he bought from him forty acres at \$50.00 per acre and when it was surveyed, subsequent to the sale, it was disclosed that there were only thirty-five acres. Altogether he had paid \$2,100.00 and the \$65.00 owing represents interest. He said he talked things over with Hashizume prior to the evacuation and apparently had made arrangements then for some settlement after the war. It would appear that Hashizume owes Yasumatsu \$250.00 for the five acres, minus the \$65.00 interest.

Dealt with
by Claims

24/6/43

During the interview Mr. Yasumatsu produced a promissory note for \$300.00, signed by S. Kawade, Box 177, Raymond, Alberta. As Mr. Yasumatsu has received no satisfaction in trying to contact Kawade, I should appreciate your making representations on his behalf.

(Sgd.) Frank L. Ernst

FRANK L. ERNST, Per "MacT"
For Commissioner's Representative
for Manitoba.

MacT/JM

Claim ✓

C.L.C. #5953

Reg. # 12913

Office of Custodian,
Manurewa, Bb,

423 and name of
Manurewa

EVACUATION SECTION

Rec'd SEP 9 1943

File No. 5953

Ans. *Ma*

Referred *Ally and*

Dear Sir:

According to your letter of Aug. 9
you said that correspondence was not
necessary on this matter but I wish to
ask you to use your judgement of our thoughts.

What if you were in our place?
Should you not do everything within
your power to retain so large a sum of money?

Misrepresentation of crop acreage
as described by you & Mr Jackson is
in other words I would say that Mr Jackson
was taking advantage of us. Have you
asked Mr Jackson which chulark plants
he dug up and what fields have been
discarded within this last year. He are
positive that there was the amount
of acreage said in the land lease agreement.

As for most farmers & Japanese
the acreage is counted by the number
of plants planted. It is 8,000 plants per

area of strawberries & 2,000 of raspberries.
Even Mr. Shinnick agreed that the amount
was agreeable & a fair price for our crop.
In fact Mr. Shinnick was the one who
named the price of the raspberries for us.
Surely he could not deny that now even
if it is an year after the incident.

Maybe you may say that I am
accusing Mr. Jackson of ^{stealing} our but that's
not the point. The first point being
that why did not Mr. Jackson survey
the land of raspberries while we worked with
him for two months. If he had done so
then maybe we could of come to some thing
but we left our land with the exact
measure of land in raspberries in our minds &
now after ~~the~~ a year & half has gone
by I could not possibly agree to such a
unfair thing. Another thing is that
from late and shortage & excess rain Mr.
Jackson lost considerable sum of money
last year so to make up for it he could
easily have played up as destroyed some
crops.

If you have gone through Dr. Shimada's
the Union's books you would see that I
have made a net profit of \$4,500 ^{or} \$5,000
for the year of 1941. Therefore I would
like to ask you to take this sum of \$591.50
from the Pacific Co-operative Union &
keep it in your hands. It shall be
left untouched until this matter is
legally settled even if it means waiting
until the war is over.

In ^{your} letter you also mentioned
the \$26.00 ground rent was for the land
lease for a year. That takes care of the
land but what of the crop on the said
land. And the rent of house & other
dwelling. As you should know our
house is fully furnished for comfort.
In fact it means that Mr. Jackson is
getting free use of house, crop, house
& all other implements he would otherwise
have to buy.

I would be very obliged if you will
personally see that the Japanese are not
unfairly treated.

Yours very truly
H. Yamamoto

P.O. Box 174
St. Pierre, Mon.
Feb 24 1944

The Office of Custodian
Kennebec, Me.

RECEIVED
FEB 28 1944
File No. 2953
Ans. <i>[initials]</i>
Referred <i>[initials]</i>

Dear Sir -

Just recently I wrote to Mrs Jackson,
who is staying on our farm, about some
furniture we mailed sent out to us.
And a few days ago received the most
startling answer from him that our
furniture, land, house & all belongings
had been sold.

I'm positive that I did not hear
from you in a slightest way concerning
his sale. Maybe you could explain to
me why & all that I ever possessed in
my life was auctioned off without
my knowledge & consent. I know
that as a Custodian, you represent the
government, but still ^{you} ^{and} even the government
has not the privilege to dispose of ones
property & belongings without the
ones consent.

Then why had all this been done
to us? Don't you think it is a very
unfair treatment even if we are only
Japanese, we are still human. If

you could place yourself in our position
with not even a chair or bed to call
our own. Every thing we have now
is either rented or borrowed from
some one else. That is why we were
willing to pay freight just to have some
furniture for our comfort out here.

I wish you could of at least
stopped and I time to ask if there
were any yards or furniture we thought
badly enough. Now it is too late to
even buy it back as the least you can
do for us is to let us know at what
prices everything has been sold for. Please
could you write out what for us.

I guess all the furniture has been
sold but how about curtains, drapes
shades & other things like that. If they
have not been sold could you please
have them sent to us. Also we left a
lot of pictures & pictures upon our walls
we would like to have.

Please at your earliest convenience
may I look for your answer
Thank you

Yours truly,
K. Yamamoto

5953

March 9, 1944.

Mr. Kosaku YASUMATSU,
Registration No. 12983,
P. O. Box 176,
St. Pierre, Manitoba.

Dear Sir:

We wish to acknowledge your letter of February 24, 1944, and the following is a statement of your account at this office:

By Cash:

Pacific Co-operative Union, Int. on shares ..	\$ 24.00	
" " " " , cheque	418.50	
" " " " , truck sale	413.50	
Sale of Chattels (A. Jackson)	154.00	
" " " " (by auction)	136.70	
Pacific Co-operative Union, share redemption ..	60.00	
" " " " , credit	10.80	

To Cash:

Remittance 9/11/42	\$300.00	
Pacific Co-operative Union Account	47.40	
Land Registry Office, Certificate of Encumbrance	1.00	
Truck Appraisal	4.00	
Fire Insurance	35.00	
Woodward Stores (claim)	63.60	
Auction Expenses	22.72	
A. Jackson (misrepresentation claim)	591.50	
<u>Credit Balance</u>	<u>152.28</u>	
	<u>\$1217.50</u>	<u>\$1217.50</u>

136.70
22.72
113.98

P. O. Box 176,
St. Pierre, Man.,
Mar. 30th.,/44.,

Office of the Custodian
Vancouver, B.C.

EVACUATION SECTION

Rec'd APR 3 1944

File No. 6763

Ans. *WA*

Referred *Anderson*

Dear Sir.,

Received your letter of Mar. the ninth, for which I wish to thank you. In your statement of our sale of my remaining chattels I have found few things very unsatisfactory. For instance here are some of the matters,

In the list of to cash there is a sum of three hundred dollars remitted to me of which I have not the slightest knowledge. It is stated as being sent to us on Sept. 11th 1942, only three months after we came here to Winnipeg. I absolutely deny that I ever received that sum of money. I have inquired at the B.C. Security Commission here in Winnipeg but even they did not have a record of it. Please would you check it over again for there must be some mistake.

Another matter which I would like to have explained to me is the sum of thirty / five dollars which you have on the list of to cash. I do not see why I should have to pay the sum when Mr. Jackson was using my truck from the day of my departure until to the day he purchased it. Should not the person or persons using the truck pay for the insurance.

This claim which Mr. Jackson has against me has not been settled between us yet so I do not wish you to hand the sum of \$91.50 to Mr. Jackson yet. Until he can prove that he was sold the crops without his knowledge of number of acreage of fruit. If while we were still on the farm and he had told me of this claim we could have had it settled but now after leaving the matter for quite some time I could not possibly agree to it.

*Letter 1-7
on truck driver
many returns
are a burden
of PC statement
with witness
of 9/5/44*

*Truck
on B.C. Security
will be reported
under property
sale argued*

*Letter Sept.
statement was
in detail
very complete
and full detail
of settlement
given you by
me 9/5/44*

According to the list of chattels sold at the auctions there are many items missing. Could you tell me what has become of these. Here is a list of a few things ,

Sum 178
10 50
10 82

I plough 2 cultivators

Small farm implements such as, hoes , rakes, axes, saws, carpenters tools and etc.

I congoleum carpet size 12'x15'

I " " " 9'x12'

2 brown double beds (still new)

I double white bed

I dressing table and bench to go with it.

I hand pump

These that I have listed here are some of the main things missing compared to the list that we left behind with you too.

Even if our chattels have been sold I'm sure nobody would think of buying family photos. If you could find them could you please send them to me. The photos would be in the attic, and also in the basement there is a huge Japanese pot which I would like to have sent out to me. I wonder if you could get in touch with Mr. Jackson to send it to us.

I have another strange request to make. We have not any photos of our house so I wonder if you could get a photographer to take a picture and send it to me. All the expenses I wish you to deduct from my credit at your office.

Thanking you,

I remain, yours sincerely,

Kosaku Yasumatsu

5953

April 5, 1944.

Mr. Kosaku YASUMATSU,
Registration No. 12983,
P. O. Box 176,
St. Pierre, Manitoba.

Dear Sir:

In reply to your letter of March 30, 1944, the \$300.00 you refer to actually covers a remittance received from the Pacific Co-operative Union in the amount of \$95.10. Items number one and two of both the debit and credit sides of our statement to you of March 9, 1944, are a breakdown of that remittance.

The \$35.00 paid from your account to cover fire insurance on the farm buildings will be refunded to you under property sale adjustments.

The settlement of Mr. Jackson's misrepresentation claim was made after very careful consideration by our solicitors and legal department and full details were given you on August 9, 1943.

We have noted your list of chattels, which are apparently missing from the auction sale lists and we are instructing our fieldmen to look into the matter, so that you may expect a report on this sometime in the near future.

We trust this is satisfactory.

Yours truly,

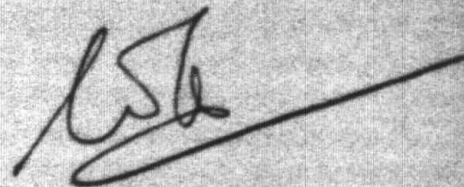
W. E. Anderson,
Farm Department.

WEA/EG

(File No. 5953)

The Office of Custodian.
Vancouver, B.C.

P.O. Box 176
St. Pierre, Mon.
April. 22nd/44



Dear Sir,

In reply to your letter of April 15th 1944, giving a breakdown of our financial statement, I still do not understand first item under "To Cash" namely three hundred dollars (\$300⁰⁰).

I understand the breakdown of first two items "By Cash" and "To Cash," and realize there is a credit of \$95.10 as explained in your letter.

Bernittance, 9/11/42, informed that the sum of \$300⁰⁰ was remitted to the family but this amount was never received. Please clarify this situation.

Enclosed also in with this letter is a share of the United Farmers of Canada Co-op. Fruit & Produce Exchange, which I wish to have cashed & added to our credit in your office. Thanking you,

I remain,
K. Yacumatan

% J. S. Durell,
St. Anne, Mon.
May 20th /44.

The Office of Custodian,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	MAY 23 1944
File No.	5753
Ans.	USA
Referred	Interest

Dear Sir:

Quite some time ago I wrote to you, inquiring about a sum of three hundred dollars (\$300.00), which I could not understand. We have waited quite some time for an answer from you but since receiving none, I am writing to inquire again. Please at your earliest convenience give me a definite answer.

Also as to the remaining chattels on my farm, I would like a list of the goods as soon as possible.

Yours truly,
K. Yasumatsu
% J. S. Durell,
St. Anne, Mon.

5953

June 7, 1944.

Mr. Kosaku YASUMATSU,
Registration No. 12983,
c/o J. G. Duerksen,
St. Anne, Manitoba.

Dear Sir:

In reply to your letter of May 20th, pertaining to the \$300.00 amount which you apparently did not understand, we are enclosing herewith the original statement received by this office from the Pacific Co-operative Union. You will note by this statement that the \$300.00 in question is Cheque No. 301, dated December 30, 1941, debited to your account there. This statement was forwarded to this office together with their cheque of \$95.10 which was entered in detail in your account at this office.

Yours truly,

W. E. Anderson,
Farm Department.

WEA/EG

File # 5953

EVACUATION SECTION

Rec'd JUN 15 1944

File No. 5953

Ans. WCA

Referred *Anderson*

*W. J. Duncan
St. Anne, Minn.
June 12th/44*

*The Dept. of Soc. of State,
Office of Evacuation,
Vancouver, B.C.,*

Dear Sir:

I received your letter of June 7th with many thanks. Since you have fully explained the sum of \$300⁰⁰ to me I now understand it very well.

I am going to fully deny the fact that I was settled to the Pacific C. of Union for the sum of \$347.40 as stated in the statement you sent to me.

When we sold our crop it was for the sum of \$2,000⁰⁰ and when we received the cheque we received had the amount of \$1,581.50, of which I have full proof. The \$300⁰⁰ in question was subtracted from the full amount and also \$118.50 of which covered the amount of fertilizer we had bought.

For further proof of this please ~~may~~ investigate at the Canadian Bank of Commerce at Mission. Even if they do not have the cancelled check I'm sure they must have it on their files.

Also in the statement there is a sum
of \$32.15 for a 1000 lb of fertilized and
of on Apr. 14th. the sum of \$10⁰⁰/₁₀₀ for 50
rubbard crates.

The fertilizer must of been bought
by Mr Jackson as we had no intention
of fertilizing a crop we could not harvest.
As for the 50 crates of rubbish boxes, I am
definitely sure that it was Mr Jackson
since we helped him pick & pack them.
You should find in the books of Pacific C. of
Union that 50 crates of rubbish was
payable to Mr. A. Jackson. I certainly
did not receive the money for the
rubbard.

I know you have thoroughly
investigated into matters like this that
and for which I wish to thank you.
But since we have proof of this \$300⁰⁰/₁₀₀
having been subtracted by the Pacific C. of
Union. I wish you to inquire at the Bank
of Commerce for me. I thank you,

Yours truly,
K. Yamamoto

File # 5953

W. G. J. Durburn.
St. Anne, Man.
July 14th /44.

Dept. of Sec. of State,
Office of Custodian,
Washington, D.C.

EVACUATION SECTION	
Rec'd.	JUL 17 1944
File No.	5953
Ans.	
Referred	Admission

Dear Sir:

With your suggestion that we write to Mr. Shinnick to inquire of the sum of \$347.40, we have recently done so.

Am now waiting for a reply to this matter.

Quite some time ago I wrote to inquire about few of our chattels that were not sold at the auction sales.

Could you please tell me what had become of these furnishings. They were two (2) Congoleum rugs sized being 12'x15' & 9'x12', a dressing table & bench, a chest of drawers and two (2) beds complete. There should be also many other small articles too.

These chattels is not on the list sold at the auctions but since they are listed on the inventory of chattels left on the property I demand to know what had become of these. Since all of our property was left in the hands of the Custodian I would like you to investigate thoroughly to see why these chattels were not for sale.

20
After all, I think we should have
the right to know what has become of
what little furniture we left behind.
Please at your earliest convenience let
us know of the results.

As to the sum of \$347.40 which the
Pacific Co-op. Union claims I am debited
to them, I fully deny the matter, as,
we could easily obtain witnesses as
to the facts. Surely the matter could
be inquired into by your office at the
Canadian Bank of Commerce in Mission.

In the year of 1942 when we left
for Manitoba we sold our crop for that
year for \$2,000.⁰⁰/₂₅ from which the sum
of \$210.⁰⁰/₂₅ and \$118.50 was subtracted
leaving the total of \$1,581.⁵⁰/₂₅. The amount
of \$300.⁰⁰/₂₅ was for the cheque number 301
on Dec. 30th 1941. The \$118.50 was paid for
and small debts as for fertilizer & etc
we owed to the Pacific Co-op. Union.

Therefore we should not be debited
to the Pacific Co-op. Union in any way.

As to the matter of our missing
clatters, I ^{do} insinuate that Mr Jackson
is responsible but he also could blame
us for it. If the furniture can not
be found & set for sale we will be
obliged to hold you office responsible.

Once again I ask you to let me
after a thorough investigation, have the
matter stand. Please answer as
as possible.

Yours truly,
K. Yacumatan



EVACUATION SECTION	
Rec'd	SEP 26 1944
File No.	959
Assn.	30/9/43
Referral	<i>[Signature]</i>

BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,
VANCOUVER, B.C.,
September 25th, 1944.

Custodian of Alien Property,
506 Royal Bank Bldg.,
VANCOUVER, B.C.

Re: YASAMATSU, Kosaku #12983
P.O. Box 176, St. Pierre, Man.

The following letter has been received from our headquarters in Winnipeg. Please reply direct, with a copy to Mr. Wm. Morrison, Welfare Officer, 749 Somerset Building, Winnipeg, Man.

"Some time ago this man received a list of household and other effects which had been disposed of by the Office of the Custodian, but he claims that the following articles were not included in said list, although they were left in and around the home when family was evacuated in 1942, viz.:

- 1 Congoleum Rug, 12" x 15"
- 1 Congoleum Rug, 9" x 12"
- 1 Dressing Table and Bench
- 2 Double Beds, complete (colour brown)
- 2 Double Beds, complete (colour white)
- 1 Hand Plow
- 2 Cultivators
- 4 Cross-cut Saws and Handles,
and sundry other small farm implements,
such as Hoes, Rakes, Axes, etc.

Mr. Yasamatsu is anxious to know what became of these articles, and asks that the Office of the Custodian be requested to investigate."

BRITISH COLUMBIA SECURITY COMMISSION

C.W. Fisher
C.W. Fisher
Transportation

CWF:ET

March 14th, 1945.

Mr. Anthony Jackson,
4041 Downs Rd.,
CLAYBURN, B.C.

Dear Mr. Jackson:

In checking over our files in connection with the chattels left by the subject Japanese, we find some discrepancies, which perhaps you could throw some light on, particularly since you have tenanted the property since the Japanese were evacuated.

It would seem according to our records, that you purchased a good deal of the furniture, and some other things were recovered and sold at our auction sales. We cannot account however for a dressing table and bench left in the house downstairs. In addition there was a boy's bicycle, a chest of drawers containing silk cushions and personal effects, and finally two cultivators and sundry tools and saws. Besides the foregoing we are unable to trace two congoletum rugs left in the living room and dining room, and there appears to have been three double beds (almost new) and a single bed, left in the house.

Your letter of December 16th, 1942, confirms that these articles were in the house, and evidently everything left in the house with you had been well taken care of, as you wrote us under date of March 6th, 1943, stating that everything there was still intact.

Would you be so kind as to let us know what you can about the foregoing so that we may be in a position to close our files.

Yours truly,

W. J. Iverson
Protection Department.

WJI:LBM

Custodian Of
Japanese Evacuation
Facts

R.R. Mount Lehman
D.C.

March 19/45

File 5753

R.E. Y. Yamanaka

Mr. W. J. Iverson

Dear Sir:

EVACUATION SECTION	
Rec'd	MAR 22 1945
File No.	5753
Ans.	174 11-45
Referred	Yamanaka

In answer to your inquiry into some
of the above Japanese property:

The dressing table and bed. two Congolian rugs.

two double beds & covers. 1 cultivator & 1 Fr. net.

The sick cushion and personal effects, were
earlier shipped to the above. Y. Yamanaka

the drawer I bought from the Fr. net acting for
the custodian, also a set of harrow & plow
1 cultivator

There is a toy's small tricycle, left here by.

the above, because of its uselessness, also some
worn out tools all of which the Fr. net declined
to take, because if as he stated, they were not worth
sold they were occupying valuable space in his
auction room.

Yours truly

A. Jackson

St. Anne, Man.
Apr. 20th / 45

Office of Custodian
Vancouver

EVACUATION SECTION	
Rec'd MAY 9 1945	
File No. 5953	
Ans.	
Referred	Hansen

Dear Sir -

In reply to your letter of Apr. 5th. I am stating the articles sent to me from Don Jackson. In 1942 he sent me about 30 records and two Japanese dolls. In 1944 we asked him to send us some family photos that were stored in the attic. That is all we've had sent to us from Don Jackson.

I am also enclosing twenty-six (26) shares of Pacific Corp Union and three (3) of Pacific Trust Corp Union. Please have these redeemed when due and put it in our credit.

I wonder if you could ^{tell} me the amount I have in credit at your office. Thank you.

MAY 24 1945 Received Certificate
1940 - Cert No 1350. \$43080-3083 14 shares
1941 " " 1724 " 5516-5537 22 shares
1941 Pacific Trust Co Operative Union
Cert No 77. \$4207-209-3 shares.

Yasumata
- 846.46

1953

REGISTERED

11th February, 1946.

Mr. Kosaka YASUMATSU,
Registration No. 12983,
Middlechurch, Manitoba.

Dear Sir:

Your file has now been reviewed and we take this opportunity of giving you a brief summary of our administration of your affairs.

When registering with the Custodian you declared you were the owner of real property at Matsqui, and at that time it became vested in the Custodian. On the 6th April, 1942, you leased your property to Mr. A. Jackson, until the 30th Jan. 1943, for the consideration of \$2000.00, which sum was apparently collected by you prior to your evacuation.

No revenue from the property accrued to your benefit at this office as in accordance with the policy of liquidation decided upon by the Canadian Government, your property was sold to the Director of Veterans' Land Act as of 1st January, 1943, and from the statement of property sale sent to you on the 30th May, 1944, you will note that the net proceeds were credited to your account here., with the exception of \$15.00 legal fees that were later charged.

Mr. Jackson, the lessee of your property during 1942, filed with this office, a claim in the amount of \$845.00, for misrepresentation of crop acreage on the property as shown in your lease to him. This claim together with several others of a similar nature, was fully investigated and after careful consideration was settled for \$591.50, as you were fully advised in our letter of the 15th July, 1943. Although you raised objections to this settlement on the 2nd August, 1943, you were subsequently advised from this office that settlement had been made on your behalf by this office, after obtaining legal counsel, and nothing further can be done in that connection.

Woodward's Stores Limited filed a claim against you at this office for \$63.60 and upon receiving your acknowledgment that the account was correct it was paid from your funds held at this office.

Dr. M. Uchida and John E. Hashizume, both also filed claims against you. Dr. Uchida's claim was withdrawn, and in view of the fact that no agreement can be arrived at regarding Hashizume's claim, he was duly notified that he would have to make collection himself, in whatever way he saw fit.

Your track was transferred by you to the Pacific Co-operative Union for sale. An offer was received for its purchase and referred to you, and in your letter of the 13th March, 1943, you agreed to accept the sum of \$700.00 for it. From this selling price, the balance owing on it to the Finance Company in the amount of \$286.50 was paid, and the balance of \$413.50 was remitted to this office to your credit. The only expense for which you were liable in this

11th February, 1946.

matter was a \$4.00 fee for having the truck appraised as to value.

You registered a considerable number of chattels with the Custodian, which after your evacuation, upon being investigated by the Custodian's representatives, were found to be left in the care of Mr. Jackson, your lessee, who, on two occasions shipped you several small items according to your letter of the 26th April, 1945. Your chesterfield suite and dining room chairs were sold to the tenant at the price which you paid for them. You were advised of this matter at the time.

Shortly after this time, our fieldmen prepared the chattels for liquidation, and had certain chattels appraised and sold to the tenant for the net sum of \$96.97, the balance were removed for sale by public auction. The itemized details of these results were sent to you, and in response you drew our attention to the fact that a number of your goods were missing. After an extensive investigation regarding this fact, which we found to be correct, some chattels had been credited to a different Japanese account, corrections were made, and we are attaching hereto corrected auction sheets from which you will note that the net proceeds derived from sale by auction total \$229.28, plus the sum of \$10.47 which was derived from the sale of your horse by auction.

Prior to your evacuation you had considerable business with the Pacific Co-operative Union, and on the 30th November, 1942, they forwarded the sum of \$95.10 to your credit at this office, representing your credit balance there in your grower's account. You declared a share interest in this Co-operative, and this was confirmed from their records, which showed you to have an \$870.00 non-redeemable share interest, and a \$510.00 redeemable share interest. \$290.00 worth of your redeemable shares have already been redeemed, representing those issued up to and including the year 1940, and these proceeds have been credited to your account as we have advised you from time to time. Your 1941 redeemable shares which total \$220.00, should be redeemed early next year, at which time the funds will be remitted to you. Interest on your shareholding, remitted from time to time to this office, totals \$30.54, and these funds have been credited to your account as received.

You also declared and are the holder of a \$10.00 United Farmers' Co-operative Union share. This share has been sold by the Custodian for \$65.00 and the proceeds have been credited to your account, but will not be available to you until the share certificate is received here. We have also received a total of \$2.40 in interest on this share, and this has also been credited as you will note on your statement.

You declared you were the holder of a War Savings Certificate, a Life Insurance policy and three Pacific Fraser Co-operative Union \$1.00 shares. These were not brought under control by the Custodian. The shares you sent to this office for us to arrange sale, but we have found they are of no value at this time, and we are therefore holding them in safe-keeping to your credit.

You informed us through the Department of Labour that you held a Note against Mrs. S. Kawade. Neither she nor her husband have any funds available at this office, and we are therefore, unable to assist you in the collection of this account.

Mr. Kosaku YASAMATSU

- 3 -

11th February, 1946.

Attached hereto is a statement of your account showing receipts and remittances made to you from time to time, and we are attaching a cheque in the amount of \$312.03, representing your credit balance as shown, less \$65.00 from the sale of your United Farmers' share as mentioned above.

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

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA
Encls. (4)

The Office of Custodian
Vancouver, B.C.

P.O. Box 176
St. Paul, Minn.
JUN 14 1943
EVACUATION SECTION
Rec'd JUN 14 1943
File No.
Ans.
Referred to 12983

File
Registration No. 72983.

Dear Sir -

In reply to your letter of the
June the fifteenth I wish to inform you that
the matter has been already discussed with
the Security Commission of Ispg. I'm sure
they will write you full information
but just in case I am going to state a
few facts.

1. The No. 1 claim is correct. We
have arranged to have one of our Pacific
Coast Union Shares cashed. Therefore pay
off that debt.

2. The second claim is perfectly a private
matter and was agreed upon by Mrs. J. K.
Washington & my self. The claim that
we owe him \$65.00 as interest on the
amount of \$2,000.00 we paid for 40 A. of land
we purchased from him. When he sold
the land to us he claimed there was
40 A. but later when we had it surveyed
there was only 35 A. and Mrs. Washington
bought it too. Therefore at \$30.00 per A. he
is the one who should pay me the sum

\$200.⁰⁰ minus \$65.⁰⁰. This matter
had been agreed to be settled after the
war but if Mr. Hashizume insist on
collecting I would also insist on his
paying the sum he owes me.

As for the 3rd Saimon, Dr. Uchida
had the wrong person. He had never
been under the care of Dr. Uchida but
my brother, Kajiro Gakumatsu, who
had returned to Japan had been under
his care.

Another matter I wish to bring to
your attention is that about Hashizume
I have debt. The furniture we have on
the farm at Hay has is all bought
from Hashizume. I need so, may I ask
suggest a few things. First we would
like you to arrange with Hashizume
to see what the furniture is worth &
let us know and then I will let
you know where whether we wish to
sell or not. The furniture is still
new as we just purchased it about a
short while before the evacuation of the
Japanese. Please do not sell the furniture
before you notify us on the point the
Hashizume is willing to pay to give

you an idea of what we paid for it,
I am listing it down here.

Clayfield set.

\$109.00.

Large heater

59.

1 Longueville Carpet, size ^{about} 12' x 15' 27.

6 Dining room chairs

45.

Total of goods

\$240.00

Please notify me with the price before
you take any action towards selling. The
prices are listed as I remembered them.

On May 26th I also received a letter
from your office to inquire of an insurance
policy for \$100.00. I think you mean a
Life Insurance Policy which I have with
the Sun Life Co. My policy no.
is 2257264. Hoping that this will cover
every thing satisfactorily.

Yours truly,
K. Yaccarato.

5953

July 15, 1943.

Mr. Kosaku YASUMATSU,
Registration No. 12983,
P. O. Box 176,
St. Pierre, Manitoba.

Dear Sir:

Re: Settlement of Crop Claims

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

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

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

The amount claimed against you for a difference of 4.67 acres amounted to \$845.00 and a settlement on the basis of 70% which amounts to \$591.50 has been arranged. During the course of our negotiations we were successful in collecting for you a sum of \$125.00 ground rent due for 1943 and have added this amount of \$125.00 to your credit balance with the Custodian of \$405.00, making a total of \$530.00. This sum of \$530.00 we have forwarded to the Pacific Co-operative Union to be credited to the account of Mr. Anthony Jackson towards payment in part of his claim of \$591.50. A balance still remains owing to Mr. Anthony Jackson of \$61.50.

This letter is sent to you so that you may be aware of the circumstances of this charge.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

File # 5923

Dept. of the Sec. of State
Office of Contamination
Van. Bb.

EVACUATION SECTION
Rec'd *Aug. 2*
File No. _____
Ans. *PM*
Reference *Wright*

Y. Z. Dubois
O. J. Dubois
ICE SECTION
Aug. 2nd. 1945.

Dear Sir

Due to your letter of the 15th of July
I wish to state a few facts of this settlement
of Cap Clairon.

Now A. Jackson, the tenant, on our farm has filed a claim on the shortage of acreage after a full year & more has gone by since he first leased it. For almost two (2) full months we stayed on the farm after the agreement was signed by Jackson & myself. At that time he had even mentioned these shortages I would of gladly given him the authority of reduction on the price he paid for crop. But now Jackson brought in the map & met the acreage of map ^{but} now I learned of the Pacific Co. - up stated that price due to the net profits I made in the year ~~1940~~ 1941, now Jackson being at the map quite satisfied as to the profits it would yield. Another thing is the shortage of acreage could be due to any thing up some of the map & besides now Jackson has written to me about digging up orchard plants for hot house use. The house being about 80' x 40' would hold at least 600 to 700 large plants. All these things would add to acres so I wish you could see our side of the story too.

Another fact is that last year's crop lease to Mr Jackson has now expired but I have not even received a single penny for ~~it~~ ^{this year} yet. Mr Jackson would not upland ~~every~~ ^{plant} thing ~~plants~~ this year so there are lots of plants that would yield fruit this year too. What are you going to do about that?

What did you mean by the ground rent of \$25 ~~xx~~? Even if the ground is rented the plants, etc, should be considered. Also Mr Jackson has used our truck all last year to haul ~~stake~~ ^{stake} berries. What are you going to get as rent for use of Truck from. Besides he is living in a comfortably & fully furnished ~~house~~. Will he pay rent for that?

Surely you can see our point & our situation. The thing ourselves are working at much harder than we've ever done before. During the winter we have to get relief for even our meager living. That money you said you have handed to the Pacific Co-op means every thing to us. So since I never gave you my authority to hand the money to either Mr Jackson or to the Pacific Co-op I would like you to hold it as a credit to our account. While we are out here I can say that Mr Jackson is taking advantage of us.

2.

In my possession I have shares
of the Pacific Coop Union redeemable
1942 and 1943. There is 6 shares at
\$10 ⁰⁰/_{xx} per share redeemable 1942. The
number is ~~5422~~ ⁵⁴²². The shares redeemable
1943 are shares no 832. It is also 6 shares
at \$10 ⁰⁰/_{xx} per share.

What would you advise me to
do with these shares. Please at your
earliest convenience write & let me know.

Thanking you,

I remain,

Yours Sincerely

K. Yasumatsu

C
O
P
Y

Diamond City, Alta.
Aug. 17, 1943.

Claims Dept.,
Office of Custodian,
Japanese Section,
Vancouver, B. C.

Dear Sir:

I wish to acknowledge receipt of your letter dated 24th of June, 1943, regarding amount of \$65.00 owing to me by Mr. Kosaku Yasumatsu of Clayburn, B. C.

Statement claim by Mr. Yasumatsu is absolutely incorrect. It was my father, Tashiro Hashizume, deceased, made this sales agreement some over ten years ago. Therefore, I personally do not know at time of this agreement was made. I understood that some of his land been sold to Mr. K. Sugiyama.

I wish to state that I was not at that time he surveyed his land. It is not my business attend surveying this land anyway because this matter was clean up in the spring of 1939. That is he paid the principal and he got the title but interest of \$165.00 was due as at when he paid the principal. He promise to pay this amount of \$165.00 at end of berry season of 1939 and I have received \$100.00 from him in fall of 1939, balance of \$65.00 to be paid in following year of 1940 in July asking him to pay this balance he did not attend to this matter at all. I am only interest in this matter as my mother sold me at cost when she left here (Canada) for Japan in 1938. I also wish to state my mother, Etsu Hashizume, is executrix to my father, deceased.

I have hold Mr. Yasumatsu's note of \$65.00 bearing no interest and I mail this to you by registered letter, will you please collect this amount, and you could arrange to forward this not upon full payment of sixty five dollars, payable to me.

Yours truly,

Signed:

J. E. HASHIZUME
Reg. No. 14411

C
O
P
Y

ORIGINAL IN FILE #5438.

5953

9th August, 1943.

Mr. Kaseki YASUMATSU,
Registration No. 12983,
c/o B. Desbarnais,
Otterburne, Manitoba.

Dear Sir:-

Receipt is acknowledged of your letter dated August 2nd and we have carefully noted your remarks in connection with settlement effected by the Custodian on your behalf of claim filed with the Custodian against you by Mr. Anthony Jackson on the score of misrepresentation of crop acreage.

It is true that some considerable time elapsed between the time we received the claim from Mr. Anthony Jackson and the time we effected settlement on your behalf of the claim itself and the delay arose purely because of the fact that we placed the matter, without cost to you or to any other individual of the Japanese race in the same situation, in the hands of legal counsel and in addition, together with counsel, called on the Pacific Co-operative Union and had meetings with them. We also had representatives of this office make physical checks as to measurements, etc.

Your views have, of course, been carefully considered, but we do not see that we can usefully continue further correspondence in this connection. You will have noted, however, that we were able to settle the claim against you of \$845.00 on a 70% basis or at \$591.50.

Insofar as rental of \$125.00 mentioned is concerned, this represents lease of your property from September 1, 1942 to September 1, 1943, the amount therefor having been set by the Soldiers Settlement of Canada acting under the Director of the Veterans Land Act.

Insofar as the truck mentioned by you is concerned, we wrote to you fully in this connection on May 13, 1943 and wrote to you previously in the same connection on March 6, 1943.

Regarding your Pacific Co-operative Redeemable shares, we suggest that you endorse them and forward them to this office at your earliest convenience.

Yours truly,

RPA:FM

R.P. Alexander,
Manager

File No. 5953

SUMMARY RELATIVE TO CLAIM OF
Kosaka YASUMATSU - Regn. No. 12983

27th July, 1948.

REAL PROPERTY: E $\frac{1}{2}$ of S $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 33, Twp. 16, save and except the West
7.50 chains, Municipality of Matsqui, D.N.W.

	<u>Assessed Value</u>	<u>S.S. Board Appraisal</u>	<u>Purchase Price</u>	<u>Claimant's Valuation</u>
Land:	\$ 500.00	\$1233.00		\$5000.00 25 acs.
Improvements:	<u>1600.00</u>	<u>1220.00</u>		<u>\$4100.00</u>
	\$2100.00	\$2453.00	\$2409.00	\$9100.00
		Sale Price		<u>2370.63 (\$2409.00)</u>
				<u>\$6729.37</u> <u>\$6691.00</u>

Claimant values land at \$200.00 an acre.

IN THE MATTER OF "THE INQUIRIES ACT"

PART 1. REVISED STATUTES OF CANADA 1927, CHAPTER 99JAPANESE PROPERTY CLAIMS COMMISSIONSUB-COMMISSION

B E F O R E

10 (THE HONOURABLE MR. JUSTICE A.G. BUCKINGHAM, SUB-COMMISSIONER)

Winnipeg, Manitoba,

24th September, 1943.

IN THE MATTER OF THE CLAIMS OF

KOSAKU YASUMATSU

20

PROCEEDINGS AT HEARINGAPPEARANCES:F.M. FERG. Esq., Appearing for the
Dominion Government.S.M. CHERNIACK: Esq., Appearing for the
Claimant.

G.M.R. UPTON, Esq., Official Interpreter.

20 MARK H. PEARCE, Esq., Sr., Official Reporter.

E.
K. Yasumatsu,
in Chief.

KOSAKU YASUMATSU, the claimant herein, being
first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. CHERNIACK:

10 MR. CHERNIACK: I ask leave to sum up to show the value of
the real property as \$8,000.00. The Custodian's sale
price \$2,409.00, the loss is therefore \$5,591.00.
There is no statement in relation to chattels, claimant
showing loss of \$322.25, but we are withdrawing our
claim in connection with settlement of claim with the
tenant and in connection with the 87 shares in the
Pacific Co-operative Union.

THE COMMISSIONER: That will leave your loss \$582.25?

MR. CHERNIACK: Yes.

Q Mr. Yasumatsu, I show you two typewritten statements,
were these prepared in accordance with your instructions?

A Yes.

Q And are these (indicating) your signatures?

A Yes.

Q You swear the contents to be true to the best of your
20 knowledge and recollection? A Yes.

MR. CHERNIACK: I tender as Exhibit 1 and 2 respectively
the Real Estate Statement and Statement as to Chattels,
identified by the plaintiff, and on behalf of my
learned friend I will tender or file as Exhibit 3
the S.S.B. Appraisal, and as Exhibit 4, the Custodian's
Analysis.

(Real Estate Statement, EXHIBIT 1.)

(Personal Chattels Statement, EXHIBIT 2.)

(S.S.B. Appraisal, EXHIBIT 3.)

(Custodian's Analysis, EXHIBIT 4.)

2.
K. Yasumitsu,
In Chief.

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MR. CHENNIACK: Exhibit 1 indicates that this property, consisting of 25 acres of land, was purchased about 1927 for \$2,000.00. I have on file, which I am showing to my learned friend, a Certificate of Title No. 1292362, dated December 29, 1928, in the name of the claimant, affecting the property in question. The claimant sets out in Exhibit 1 that when he purchased the property one acre had been cleared and there was a house on it which was one year old, 14 x 24, two-storays. He, himself, states that he cleared about 16 acres, estimating the cost of clearing at \$200.00 per acre. The extent of cleared acreage is confirmed in S.B.B. Appraisal, Exhibit 3. The claimant constructed about 1,500 feet of cedar covered ditching, dug one well and piped it to the kitchen, and planted about 25 mixed fruit trees. In addition he put up about 36 chains of wire fence. The claimant sets out in Exhibit 1 the buildings which are on the property, showing the years in which they were built and the estimated cost of same, and it should be indicated that the dimensions of the house and the addition to it correspond to the dimensions in the appraisal, but the ages of the additions are not quite accurate, as set out by the appraiser, and that question as to ages, the appraiser got away with it by just questioning about things and ages indicating "new" in the case of two of them and "old" in the case of the others. Your honour will note, according to the claimant, he invested substantial sums of money and of labour in these various buildings, which the appraiser estimates were worth \$1,685.00

4.
K. Yasumatsu,
In Chief.

at the date of appraisal. He added only \$1,200.00 to the value of the land for all these buildings. It should be indicated in connection with the house itself the appraiser shows he couldn't get into the building and is not quite sure as to what went on inside, except by what he could gather by looking through the windows. The claimant sets out in Exhibit 1 that the buildings were in very good condition and they were worth considerably more than the appraiser's value. He shows the valuation. The appraiser values cleared land at \$60.00 an acre, which he considers ridiculously low. He says in 1941 he sold his berries to the Co-operative for over \$6,000.00 and indicates that a simple check on their books will reveal this and he says, "I believe that the fair market value of the land and buildings was at least \$8,000.00." The appraiser says that the property is 1-1/2 miles from Clayburn and is on Downes Road, which is gravelled to Clayburn, and to hard surfaced highway, indicating the district is a good one. As to the personal chattels, your honour will note that the claim is only made for those articles which were sold and therefore there is no dispute as to what happened to them, or as to whether the Custodian was seized of them. In the exhibit, the claimant sets out the larger items, showing approximately the date of purchase and the purchase price, and his estimate of value. In setting out he has depreciated the values according to age and use. Thank you.

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5.
L. Yasumatsu,
In Chief.

Gr. Exam.

CROSS EXAMINATION BY MR. FERG:

MR. FERG: It is submitted, your honour, that the real property sold at its fair market value, that the chattels were sold at their fair market value and the Analysis does not show anything "not found" and everything, that is all the chattels, have been accounted for. But it is submitted that in view of the losses made by this claimant with a lessee, that if there is any loss, not found or not located, that the Custodian is not responsible and the claimant placed another person in charge of the goods. I will file, your honour, an appraisal of chattels, that is part of the claimant's chattels, appraised by Gowing Frost and sold to the tenant on the property, Mr. A. Jackson.

10 MR. CHERNIACK: Would that apply to any of the articles which we are claiming?

MR. FERG: You are claiming for a plow and a kitchen range and table.

20 MR. CHERNIACK: According to the Analysis, all this property was sold by auction sale. Now it would appear as if it was sold by straight sale.

THE COMMISSIONER: There were two plows, at least two, because you see on the Analysis Sheet Nos. 1 and 29 respectively.

MR. CHERNIACK: Yes, and in the J.P. Declaration I see three plows.

THE COMMISSIONER: So there must have been another plow. There was one large plow No. 1, one small plow No. 29.

30 MR. CHERNIACK: I think my learned friend, Mr. Ferg, is

K. Yasumitsu,
Dr. Exam.

right because it would indicate that in the list I have here. I would like the record to show that the Analysis is in error to the extent where it shows "All goods shown by auction," whereas some of them should be shown otherwise, and no doubt the sale will affect the Commissioner's decision and I think we should ask the Custodian in due course to indicate, or separate, those items sold by auction.

10 MR. FERG: Do you want me to read into the record the goods sold by auction or by tender?

MR. CHERNIACK: Since my learned friend is filing that I do not see that it is necessary to read it in.

THE COMMISSIONER: It will speak for itself if he puts it in.

MR. FERG: Yes, with this exception, that our counsel in Vancouver will not know these figures unless they go in.

THE COMMISSIONER: Yes, I see, but the exhibits will be available.

20 MR. FERG: I do not know how readily available. Mr. Shiers indicated in the spring the Custodian was going to make copies of it and would give us the copies. Now, when this has got into the record, it might be sufficient to act as a request to the Custodian to let us have a correct form of Analysis; on the other hand it might be simpler to read it in. It is not long, your honour, I will file this as an exhibit.

(List of Chattels, EXHIBIT 5.)

MR. FERG: Now, the list is as follows:

" The following chattels were appraised by Gowing Frost and sold to the tenant on the property, Mr. A.

30 Jackson:

K. Yasunatsu,
Cr. Exam.

1 Kitchen Range	20.00
1 Kitchen Table	5.00
Linoleum on kitchen floor	5.00
6 old Kitchen Chairs	1.75
1 Kitchen Cabinet Cupboard	12.00
1 Chest of Drawers	4.00
1 homemade Bed & Springs	2.00
1 Radio Table	3.00
1 Jubilee Heater	35.00
10 All curtains, drapes and rods	10.00
2 Pictures (large)	1.50
1 Chest of Drawers	3.00
1 old Iron Bed	.50
1 small Garden Plow	5.00
Total Price \$ 107.75	
Less 10% Appraisal Fee	10.78
Net Sale Price	\$ 96.97

MR. PERG: I also file the Assessment Notice for the
year 1942, which shows the valuation of the land at
\$500.00 and the improvements \$1,600.00.

(Assessment Notice, EXHIBIT 6.)

Q Mr. Yasunatsu, I show you a photograph, can you tell
me what this is a photograph of?

A That is a photograph of my house.

Q That is the house you are claiming for in this case?

A Yes, from that side it is a poor representation of
the house; if it had been taken from the front it
would look better.

Q In other words, you think there is a little trickery

B.

E. Yamanaka,
Cr. Exam.

in the way the photograph is taken - we will file that.

(Photograph, EXHIBIT 7.)

Q Mr. Yamanaka, you rented your property to Anthony Jackson in 1942 at the time of evacuation?

A Yes.

Q Would you recognize your signature here, I show you a document? A Yes.

Q Is that your signature (indicating) at the foot of the document? A Yes, here (indicating).

10 Q And is the "A. Jackson" signed there (indicating) the signature of A. Jackson? A Yes.

Q You were both present together when it was signed?

A Yes.

Q And this is the lease between yourself, as Lessor, and Mr. Jackson, as Lessee, dated the 16th of April, 1942?

A Yes.

Q Included with this lease is your real property and also some chattels? A Yes, I let him have the furniture that was in the house.

20 Q Did you let him use any of your farm implements?

A Yes, I told him he could use my farm implements.

Q Was there a list of the implements and miscellaneous tools and articles that he was to use made out?

A Yes, I made a list and the list was given to the Custodian.

Q That is a list of the goods that Mr. Jackson was to have the use of was made out and formed part of the lease, Exhibit No. 8? A Yes, it was attached to the lease.

30 MR. FERG: I would ask my learned friend to produce list

attached to Exhibit 8 and formed part of the account.

MR. CHERNIACK: Exhibit 8 came out of my learned friend's file, so I have no way of delivering the list that was attached to it.

MR. FERG: Have you a copy?

MR. CHERNIACK: No.

BY MR. FERG:

10 Q At any rate, can you tell us, witness, is it possible for you to tell us what articles, or what chattels, you did lease to Jackson and give him possession of?

A All the farm tools and, generally speaking, the furniture in the house.

Q And Mr. Jackson used that while he was operating your farm? A Yes.

Q And Mr. Jackson was to return these articles to you at the end of the lease? A Yes.

Q And he was to take care of it for you? A Yes.

Q Did you leave with Mr. Jackson a set of eight Dominion Educator Books and a set of eight Modern Encyclopaedia?

20 A Yes.

Q And also a large dictionary? A Yes.

Q And he was to take care of that for you on the same terms as the other articles? A Yes.

Q And they were left in his custody on that basis?

A Yes.

Q I show you Exhibit 5, which is a list of your chattels which were valued and sold to the tenant; would you look at this list and tell me whether or not you consider those prices reasonable?

20 A I wouldn't say that that was a fair price. I think it is

K. Yasumatsu,
 Cr. Exa.

cheap.

Q Can you indicate any particular article you consider to be cheap? A Generally speaking, all of them are.

MR. CHERNIACK: Might I say at this point I have checked the Analysis and I find these items on that list are items no. 16 to the bottom of the claim and they are all shown in the claim showing the value.

BY MR. FERG:

10 Q Getting back to the question of your lease with Mr. Jackson, the rental that Mr. Jackson paid you would be based on the fact that he had the house, all your furnishings and your implements?

A I didn't receive any rent from Jackson.

Q Your lease calls for rent? A I am not certain, but I do not think there was any mention of rent in the lease.

Q The lease calls for \$2,000.00 cash rent?

A I had the idea I would be coming back there shortly and it was really in the nature of asking the man to look after things.

THE COMMISSIONER: The lease speaks for itself, that he will properly care for it.

MR. FERG: Yes, but do you know, Mr. Yasumatsu, how long Jackson operated the farm and had possession of your chattels and furniture? A I do not know.

MR. FERG: That is all.

MR. CHERNIACK: In regard to this lease I would like to indicate several features about it. I would like to indicate that this includes the growing crop, which is

set out as being six acres of strawberries, three acres of raspberries, two acres of rhubarb and thirty fruit trees. I would like, your honour, to recall in this claim originally the claimant claimed for the settlement with Jackson in connection with the crop. He was not allowed to make that claim, that claim is in the nature of the tenant coming along and saying the crop was less than the lessor said, and therefore they said that we are not entitled to refund because we didn't get what we bargained for. I would like to indicate that the Custodian settled this claim by sending a person down to check the statement of the tenant as to how much crop there was, and allowing a credit for that portion which the tenant did not use, and then settled it on seventy per cent of that amount. It is my impression that that amount was arrived at by assessing it on the price paid by the tenant, which, in this case, was \$2,000.00. I submit that the Custodian considered they would make settlement with Jackson on the basis of the crop which he didn't receive, as compared to the price he paid, which was \$2,000.00. Then the Custodian himself didn't consider the claimant received anything for his chattels.

THE COMMISSIONER: Yes, but what have we got to do with it here?

MR. CHEWLAKE: My learned friend has set out this \$2,000.00 included the use of chattels.

THE COMMISSIONER: But the lease speaks for itself.

MR. CHEWLAKE: Yes, that may be, but I am showing how the Custodian handled this lease by setting out that

10 The tenant sold the strawberries and raspberries for \$2,000.00 and when the Custodian found the crop amounted to less than that, they gave a rebate to the claimant on the basis of \$2,000.00. I do not know if it is an important point, but if the lease includes a rental of the chattels, which your honour, yourself, pointed out may not quite be so, because although the consideration is caring for them, then he should explain the method of settlement. I believe the Custodian settled this as a sale of crop, not rental and chattels.

MR. JUDGE: There is another angle to the matter that I pursued, which is the reason for pursuing the questions that I do. The Chief Commissioner has ruled that any claims of this kind, that the Custodian will not be responsible for loss while goods were in the possession or custody of another, and in this case this man deliberately loaned his furnishings and implements to the tenant and the tenant used them and they certainly would depreciate while in the tenant's hands, and that is important from the Custodian's point of view regardless of rent.

THE COMMISSIONER: They were to be properly cared for and the claimant allowed the tenant ^{not} only to properly care for them, but to use the articles in his farming operations.

MR. CHURCHILL: Your honour has mentioned this speaking for itself, I would like to read into the record the clause.

THE COMMISSIONER: I read that myself.

20 MR. CHURCHILL: There is mention made of live stock, farm

implements, that is, that the lease covenants that he will provide care for any live stock, farm implements, or miscellaneous tools which are left, which live stock, farm implements and miscellaneous tools are evidenced by a lease signed by the lessee. Your honour, I would like my learned friend to advise us as to any renewals of this lease and as to what apportionment of any renewals was given to the claimant for the share of rent on this lease for the chattels. Now, my learned ^{friend} has stated there must have been depreciation. Any renewals of this lease I would imagine would have gone to the purchaser of the property and if the use of the chattels went with it, as my learned friend has set up the question of depreciation, I would like to know what the Custodian did about giving the claimant a share of the rent for the chattels, which were apparently rented, and because of which there would be depreciation.

20 MR. BIRD: Well, what rent was credited to the claimant?

MR. CHARNICK: I mentioned renewals. I notice that this sale by Bowing Frost seems to have been made after January 1944 because there is an ink note here, "Approved by R.A.C. 21/44," and initialed, which I recognise as being somebody in the Custodian's office. So if the Custodian entered into a lease, which these two continued up to the date of sale, somebody seems to have benefited from the rent of these goods.

20 THE COMMISSIONER: Let me see the lease.

MR. FERG: Well, the record I have is this: the property was leased by the owner on the 6th of April, 1942, to Anthony Jackson as from the 1st of April for ten months to February 1, 1943, for \$2,000.00, and as in the lease stated the lessee was to have use of live stock, implements and tools as listed. Now, I just want to point out we haven't the list here, it may be available somewhere, but not here. Further, the Custodian executed the lease on the farm on the 1st of September, 1942, for a term of one year from that day to Anthony Jackson, the same tenant, at a rental of \$125.00, which was allowed to the Director of the Veterans' Land Act. That is the history of it. But there is no division made out of the rental for rent of chattels and equipment of anything of the kind; there has been no indication that there was any split in it.

THE COMMISSIONER: Was it in writing?

MR. FERG: I think it was in writing, you mean the second lease?

THE COMMISSIONER: Yes, that is what you wanted.

MR. FERG: Yes, that lease from September 1st, 1942, to the date of sale, the Custodian himself rented these goods - I think this man Jackson and the claimant received no benefit from it, even though sale wasn't made till January 1st. It is an accounting matter and possibly the accountant will check it and see that we get back that portion of rent, October, November and December. And the fact that no credit was given to the claimant for the rent of these chattels, I am

bringing that up because of any depreciation that my learned friend alleges, it was some fifteen or sixteen months in the hands of the Custodian's tenant.

THE COMMISSIONER: Well, that is enough.

MR. FERG: That is the only help I can give my learned friend on it, I haven't anything more on the file I can give to-day.

10 THE COMMISSIONER: Well, you have read into the record what the situation was with regard to removal of the lease, sufficient for Mr. Cherniak's purpose.

MR. CHESWICK: It would appear that the chattels were sold by auction, were sold on December 1st, 1943, which would be about the same time of this sale.

(PROCEEDINGS ADJOURNED SINCE DINE)

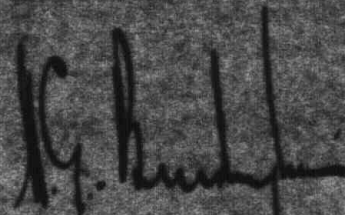
Certified to be a true and accurate transcript.



MARK E. PEARSON, SR.,
OFFICIAL REPORTER.

CERTIFICATE

I, the undersigned Sub-Commissioner, hereby certify that the foregoing 16 pages of typewritten matter contain a true and accurate record of the Sub-Commission held in the Law Courts Building, Winnipeg, Manitoba, at the time and date first above mentioned.



SUB-COMMISSIONER.

DEFENCE BRIEF

Winnipeg, Manitoba.
24th September, 1948.
V. L. A. A-19.

Kosaku YASUMATSU

File No. 5953

Case No. 943

REAL PROPERTY CLAIM
(All claims shown are Gross)

Claim (1) Amended - Transcript P.2, lines 4&5.

The E. 1/4 of the S. 1/4 of the S.W. 1/4
of Sec. 33, Tn. 16, R. 16, SAVE AND
EXCEPT the West 7.50 chains,
Mun. of Matsqui, D. N. W.

\$8,000.00

Appraised at
\$2453.00

Sold for
\$2409.00

Witness: B. C. Wormworth, Appraiser.

References: Transcript P.3, Lines 17.....
Claimant's Counsel points out that our
appraiser's ages of the different additions
to the buildings on the property are not
quite accurate.
Claimant sets out in Ex. 1 that buildings
were in very good condition and they were
worth considerably more than the appraiser's
value.
It will be noted that our appraiser states
on his appraisal that he was unable to get
into the house.

PERSONAL PROPERTY CLAIM
(All claims shown are Gross)

Claim (2)

Chattels

\$548.50

(a) Goods valued by claimant
at \$291.50

(Auction) Sold for
\$108.50

Witnesses: S. G. Carlsen, Staff.
Gowing Frost, Auctioneers.

(b) Goods valued by claimant
at \$257.00

(Tender, etc.) Sold for
\$107.75

Witnesses: S. G. Carlsen, Staff.
Gowing Frost, Appraisers.

References:

Transcript P.5, lines 26-29: Regarding
3 ploughs. Two were sold at Auction
(see Auction sheet December 1/43).
One was sold by Gowing Frost to Mr. A.
Jackson (see Exhibit #5.)

Kosaku YASUMATSU - File No. 5953, Case No. 943.

Submission:

Transcript P. 5, lines 2-11:--

"It is submitted, your honour, that the real property sold at its fair market value, that the chattels were sold at their fair market value and the Analysis does not show anything "not found" and everything, that is all the chattels, have been accounted for. But it is submitted that in view of the lease made by this claimant with a lessee, that if there is any loss, not found or not located, that the Custodian is not responsible and the claimant placed another person in charge of the goods".

Summary of Defence
Witnesses

Where Required

Summary of Documents
to be filed

Witness
Proving same.

B. C. Wormworth

(1)

S. C. Carlsen

(2)a,b.

Gowing Frost

(2)a,b.

/js

Name of Claimant

YABAWATSE, Emma

Case

98

Custodian File

5953

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
					\$400	1000.00				1000.00
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price			
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
197.10	100.50	32.55	35.05%	94.40	51.96	107.75	12.93	27.46		
TOTAL RECOMMENDATION										1177.57

9953

October 16th, 1950.

Mr. Kosaka YASUMATSU,
1165 Portland St.,
North Kildonan,
Manitoba.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 943

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 ... \$1,177.87.

Cheque in your favour is enclosed for \$1,109.74 and we have paid the Co-Operative Committee .. \$ 68.13 for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FCS/js
1 encl.