

6996

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: IMADA Kaichi
 HOME ADDRESS: 18th Ave., Haney B.C.
 REGISTRATION NUMBER 13674 SEX: Male AGE: 58
 OCCUPATION: Strawberry Grower.

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

EMPLOYER: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Ito *File 7142 Nobu Ito 12-9-43A*

ADDRESS OF WIFE OR HUSBAND: 18th Ave., Haney B.C.

NAMES OF ANY LIVING CHILDREN: Shizue (F) Toshio (M) Katsumi (M)
Yoshiki (M) Tomotsu (M) Munuo (M)

ADDRESS OF CHILDREN: 18th Ave., Haney B.C.

AGE OF CHILDREN: 29, 27, 24, 18, 20, 15

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

1. LOCATION AND DESCRIPTION: N.W. 1/4 Section 15 Township 12,

Lot 19, 20, 21. Municipality of Maple Ridge.

2. BUILDINGS AND OTHER IMPROVEMENTS: 2 Storey wooden frame dwelling
house, 9 Rooms. 1 Barn, Poultry House, Wood Shed, Garage.

3. INSURANCE (Give particulars; state where policies are) Tanaka, Vancouver B.C.

\$2000.00. Policy No. Unknown. Policy in Safety deposit Box.
Bank of Montreal, Haney B.C.

4. TAXES (Amount and where payable) Taxes for 2 Years, \$106.52. 1940 and
1941 Paid.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)
none

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

to be looked after by. William Houghton. Haney B.C.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS Bank of Montreal, Haney B.C.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. none

9. IF FARM LAND STATE CROPS SOWN Hops, Strawberries, Peas.

5 Potatoes, Rhubarb, Raspberries.

Asparagus, Fruit Trees.

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.

2-Chesterfield, Dining Room Suite, Kitchen Tables and Chairs.

Beds, Hand Pump, Electric Iron, Washing Machine, Kitchen utensils,

Gas Pump Sprayer, Lawn Mower, S

Black and Jackle

and Cables, Logging Equipment, and Farming Equipment.

All to be left in house on 18th Ave., Haney B.C.

House, 41, Haney B.C.

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

1 Horse, to be left. in c/o Mr Houghton.

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY

none

ADDITIONAL INFORMATION.

CHANGE IN REGISTRATION.

REG. NO. 13674.

IMADA Kaichi,
41 - 18th Ave, R.R.# 1,
Whonnock, B.C.

- (1) House leased at \$ 10.00 per month to Mr. Johanson(?).
- (2) Lawyer (name unknown) at Mission, B.C. Lease in lawyer's hands.
Lease expiring February, 1943.
- (3) Strawberries on 3½ acres for \$ 600.00 (\$ 300.00 cash received),
to Mr. Johanson(?). Rent \$ 40.00 in advance, as also \$ 100.00
for a horse, received from Mr. Johanson(?).
- (4) Furniture not leased. May be returned to store from which it
was purchased.
- (5) --
- (6) The family is still living at home.

K Imada

5th June, 1942.

Imada

*S. sold by auction 7-14/3/45
mission 18.*

4. INSURANCE CARRIED ON ABOVE PROPERTY: none
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: none
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) \$600 \$85.70
Mutual Credit Ass. Haney.
Mr Osato. ~~XXXX~~ for Tanomoshiko.
Mr Osato has \$6.00 held in trust for 7 members.
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) 200 2nd St.
\$100.00 Victory Bond, IN Maple Ridge, CO -op.
\$15.00 War Savings Stamps. In declarants possession.
8. BANK ACCOUNTS: Bank of Montreal, Account 4405. Haney B.C.
9. LIFE INSURANCE: none
10. INTEREST IN ANY ESTATES OR TRUSTS: none
11. SAFETY DEPOSIT BOX: Bank of Montreal, Haney B.C.

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 30th day of April 1942.

(Signature)

J. R. Williams
 Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Oct. 22/45.

Our File No. 6996 ✓

Full Name IMADA Kaichi (Surname in Block Letters) (Deceased)

Registration No. 13674

Male - Female
(check)

Age Oct. 10, 1883

Former Address 41 - 18 Ave., R.R.#1, Monroeville, Pa.

Date Evacuated Sept. 21/42. Naturalized - Canadian-Born - National
(check)

Present Address Taylor Lake, B.C.
Died at North Kamloops, B.C., Feb. 24/47

Single - Single
(check)

Name of Wife (NISHIDA) nee #1362

Name of Husband

Name of Mother (YAMAMOTO) nee Kisa Name of Father Yasutaro (Deid)

Name of Children under 18 (Deid)
Les Munes (m) 25/4/27 #16205

Requested by ECI Registered with Custodian (Yes or No)

Additional Information Strawberry Leaves. Cures
fluores - house.

(Copied in the
Commissioner's Office)

Case 1 -

Exhibit 1.

COPY

6996

also 7142

THIS IS THE LAST WILL AND TESTAMENT of me
"Kaichi Imada" of the "Village" of "North Kamloops"
in the Province of British Columbia, "Retired" made this
this "Eighteenth" day of "February" in the year of
our Lord one thousand nine hundred and "forty-seven".

I HEREBY REVOKE all former Wills and other Testamentary
Dispositions by me at any time heretofore made,
and declare this only to be and contain my last Will
and Testament.

I DIRECT all my just debts, Funeral and Testamentary
expenses to be paid and satisfied by my Executors
hereinafter named as soon as conveniently may be after
my demise.

I GIVE, DEVISE AND BEQUEATH all my Real and Personal
Estate whatsoever and wheresoever in the manner following,
that is to say:

"All my real and personal estate to my wife
Ito Imada of North Kamloops, B.C."

ALL the residue of my Estate, both real and personal,
not herein before disposed of, I give, devise and bequeath
unto

AND I nominate, constitute and appoint "my wife Ito
Imada and my son Toshio Imada of Luce Lake, Cariboo, B.C."
to be Executors of this my last Will and Testament.

IN WITNESS whereof I have hereunto set my hand the day and
year first above written.

SIGNED, published and declared by the
said "Kaichi Imada" the Testator
as and for his last will and
Testament in the presence of us)

G-578

DEPARTMENT OF LABOUR - CANADA

JAPANESE DIVISION

Date: December 4/47

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

EVACUATION SECTION

Rec'd DEC 5 1947

File No. 6996

Ans.

Referred

Dear Sirs:

Please be advised that (NAME) IMADA Kaichi

(REGISTRATION NO.) 13674 died at (PLACE) North Kamloops, B. C.

on (DATE) February 24/47.

We have no information on our files
as to his death. This was obtained

This is for your information. from R.C.M.P.

Yours truly,

~~DEPARTMENT OF LABOUR~~
~~M.L. JAPANESE DIVISION~~
~~Office Manager~~

REAL PROPERTY SUMMARY

JAPANESE NAME: Kaichi IMADA Reg. No. 13674 File No. 6996.

CATALOGUE NO: Sold by Special Arrangement, S.S.B. BC/41-P. First Offer.

PROPERTY ADDRESS: 41 - 18th Avenue, R.R.1, Naney, B. C.

LEGAL DESCRIPTION: Lot 19 of the North West quarter of Section 15, Township 12, Map 1973, Municipality of Maple Ridge, D. N. W.
Lots 20 and 21 of the North West quarter of Section 15, Township 12, Map 1973, Municipality of Maple Ridge, D. N. W.

TITLES: Both pieces registered in the name of Kaichi IMADA.

ENCUMBRANCES: None registered. No indication of any unregistered charges.
Lot 19 - Vested under No. 25283 - 5th January, 1943.
Lots 20 & 21 - Vested under No. 25222 - 19th December, 1942.

ASSESSED VALUE: Land ^{19.20+21} - \$ 1175.00
Improvements - \$ 1600.00 - \$2,775.00. Taxes - \$55.48

CLASSIFICATION: Small Fruit and Vegetable Farm, Dwelling and out-buildings.
The Custodian's representative reported June 5th, 1942, that this property had an area of 15 $\frac{3}{4}$ acres, of which 7 $\frac{3}{4}$ acres were planted to the following crops: 3 acres strawberries, $\frac{1}{2}$ acre raspberries, $\frac{1}{2}$ acre asparagus, $\frac{1}{2}$ acre rhubarb, $\frac{1}{2}$ acre potatoes, $\frac{1}{2}$ acre peas, 2 $\frac{1}{2}$ acres hops and 100 fruit trees.
1 $\frac{1}{2}$ storey frame dwelling, 1 barn, 1 chicken house, 1 woodshed, 1 garage

HISTORY OF ADMINISTRATION: Kaichi IMADA leased both pieces of property to John M. Jensen on 19th May, 1942, for the term of 9 months from 1st May, 1942, with option to extend lease for 1943, under arrangement with Maple Ridge Co-Operative Produce Exchange. Consideration - \$780.00, which included price of 1 horse (\$100.00). Rental for 1943 and subsequent years to be \$340.00. House and buildings included, except part of barn converted to chicken house and the Hop crop which was sold to Western Canada Hop Co-Operative separately for \$87.90, which amount was paid into his account March 4th, 1943. Kaichi IMADA received \$440.00 cash, \$300.00 being on account of crop, \$100.00 for the horse and \$40.00 account rent of house, the balance, viz., \$340.00 represented by a post dated cheque, was credited to Kaichi IMADA'S account 8th January, 1943.
The Term was extended by Collateral Agreement to October 31st, 1943, for a consideration of \$200.00, on July 15th, 1943, and the lease and collateral agreement were assigned to the S.S.B., August 6th, 1943.

SOLD: To The Director, The Veterans' Land Act for \$2,983.00 as at 1st January 1943.
Approval of Advisory Committee - 1st June, 1943.
Funds released to the credit of Kaichi IMADA as at May 10th, 1944, against which were charges for Registration Fees - \$6.00, Legal Fees - \$15.00, leaving a net credit of \$2,962.00 from said transaction.

said transaction.

Page 2.

File No. 6996.

Adjustments to the amount of \$27.46, covering unexpired Fire Insurance Premiums, were placed to Kaichi IMADA'S credit.

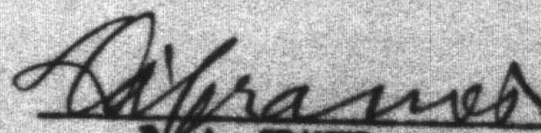
The following Fire Insurance Policies -

Michigan Fire & Marine Insurance Co., Policy No. 6018832 - \$1,000.00
North West Fire Insurance Co., " No. 205366 - \$1,400.00
covering the 1 $\frac{1}{2}$ storey dwelling, were transferred to The Director,
The Veterans' Land Act.

Certificates of Title Nos. 169796 and 169797, in the name of
The Director, The Veterans' Land Act.

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

November 30th, 1945.


D. A. CRAMER

DAC:JS

BC-41-P
BC-2360-A

BC/41-P
BC/2360-A Page 1

S.S. Form No. 43
(Sheet 1)

Farm Appraisal Report

File No. JL-216

Land Description Lots 19, 20 & 21 of S.W. 1/4, Sec. 15, Tp. 12

Containing 15.578 Acres

OWNER'S Name K. IMADA Post Office Address R.R., Haney, B.C.

Nearest Rail Point Haney - C.P.R. Distance 2 1/2 miles

Market Town Haney - 2 1/2 miles; New Westminster - - - Distance 23 "

Church (give denomination) All in Haney Distance 2 1/2 "

Nearest School A. Robinson Public Distance 1/2 "

State how property was identified: Posts, Road and map check.

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

Yes. Lots front on 18th Avenue. Good Municipal Road.

Is this district a good one? Yes.

Employment opportunity Limited to 2 mills; brickyard and cannery - 2-4 miles.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: 2 B.Wire along N. & S. Boundary Value \$

Water supply: Good domestic well - adequate. Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	28 x 38	Frame	20	Shgl.	7	Cone.	Good	1800.00
Garage	14 x 16	"	9	"	7	Wood	Fair	25.00
BARN	32 x 32	Rough Lbr.	20	Shke.	10	"	"	250.00
Wood shed	22 x 24	"	9	"	10	"	"	50.00
BARN	x	"	"	"	"	"	"	"
Poultry Hse.	16 x 60	"	7	"	10	"	"	100.00
CRANARY	x	"	"	"	"	"	"	"
	x	"	"	"	"	"	"	"
	x	"	"	"	"	"	"	"
	x	"	"	"	"	"	"	"
	x	"	"	"	"	"	"	"

In addition there is the original cabin of no assessable value.

Total present day value \$ 2225.00

\$ 1700.00

Total Value Buildings add to farm

Is dwelling habitable without repairs? Yes.

Describe repairs needed to make buildings serviceable and give approximate cost of same.

Dwelling well maintained inside and out; nice home. Barn and other out-buildings the usual utility Japanese construction.

Describe the basement and chimneys: Full cement basement; 1 brick bracket chimney to ground.
One livable room in basement.

No. rooms downstairs? 5 Upstairs? 4 How finished Good wood, papered.

Are buildings painted? House only Condition of paint Quite good.

Distance from nearest bush All clear.

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

Cultivated Land

BC/41-P
BC/2360-A Page 2

ACRES	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
13.138	Slight fall to South, almost level.	Good clay loam 10" to 1'	Clay	Hops, berries, potatoes, little asparagus and rhubarb.	100.	1313.80
Area which can be cultivated without cost other than for breaking.						
Nil	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stumps, drainage, etc.						
2.440	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
	Practically level	Clay loam 10"-1'	Clay	Clear logged off land (no firewood)	Min. \$150.00	10.00
24.40						
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 \$ 1338.20

Total added by buildings to value of farm \$ 1700.00

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

Total value of farm \$ 3038.20

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Still occupied by owner's family. Lease arranged.

What is the average yield per acre of this farm?

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

Noxious weeds:
Thistle much in evidence.

State type of family recommended for this property:

How soon can a settler be reasonably expected to begin paying full annual instalments.

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

Municipality of Maple Ridge -
Land, School, and Library -
\$14.53; \$14.05 & \$26.90 = \$55.48.

Date: June 6th, 1942.

Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 4 day of June 19 42.

Inspector's Signature

"T. GODFREY"

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

Farm Appraisal Report

Remarks:

Owner and family are still in residence. Owner not seen. Wife and son interviewed. Son informs me farm has now been rented to a Mr. Jensen. House \$10.00 per month and \$600.00 for the crop - to be the same for 1943. Quite a well kept farm; the lad is trying to keep crops cultivated with horse, but thistles have got ahead in the fallow land. There is necessary ditch on North, South and one centre ditch. Underdrains, if any, were not found. Neither owner's wife nor son was free with helpful information as most of the other owners have been. Other officials have been over the property and owners wonder how many more will come. The land on the west is most recent cleared.

(FOR ORCHARD LANDS ONLY)

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

A gentle slope South. Fertility appears good; there may be some underdrains in addition to ditches, but openings were not found.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

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

Present Value

In crop - 2.3 acs. new strawberries; 2.17 acs.-2nd year strawberries; 0.22 acs. potatoes; 0.37 acs. raspberries; 0.59 acs. rhubarb; 0.42 acs. Fall rye; 0.23 acs. young asparagus; \$5.70 acs. hops. 1.138 acs. fallow, weeds & thistles; 2.440 acs. uncleared.

\$

\$

\$

\$

\$

\$

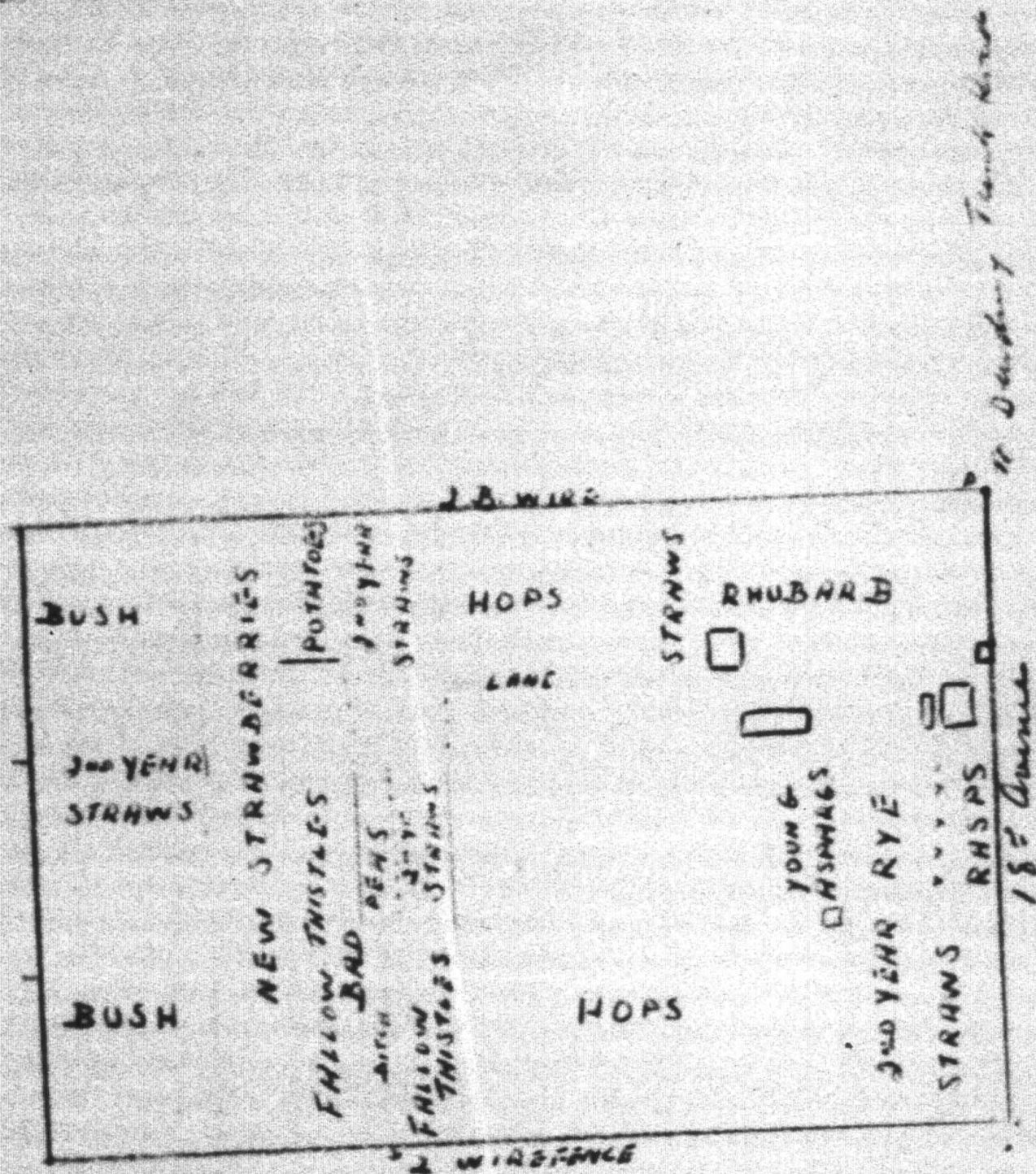
\$

Total \$

Amount fruit trees add to value of farm \$

Diagram of Property

Hand ← D Tank Road



There are 75' Plums & Apples
interfused with the Rhubarb

Scale 3 ft = 1"

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

value is \$ 3000.00

Date 9th June 1942.

"I.T. BARNET"

District Superintendent.

Canada

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

JAPANESE EVACUATION SECTION

File No. 6996
Reg. No. 13674

506 Royal Bank Building,
Vancouver, B. C.

MAY 30 1944

Mr. Keichi IMADA,
Taylor Lake, B. C.

Dear Sir:

Re: 41 - 18th Avenue, Naney, B. C.
Lot 19 of the North West quarter of Sec. 15, Twp. 12, Map 1973,
District of New Westminster, C. of B. 50929.
Lots 20 & 21 of the North West quarter of Sec. 15, Twp. 12, Map 1973,
District of New Westminster, C. of B. 50862.

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

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

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

Sale price of above described property	2983.00
Add:	
Unexpired insurance premium as at January 1st, 1943	27.46
	<u>\$ 3010.46</u>
Less:	
Tax arrears to December 31st, 1942	\$ 6.00
Registration fee	6.00
Encumbrance—Principal	
—Interest	\$ 6.00
Net proceeds of sale	<u><u>\$ 3004.46</u></u>

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

Yours truly,

F. G. SHEARS,
Director.

1943 Debit Credit Balance

Jan. 1	Credit re Sale of Property	63004.46	
	Land Registry Office C. of E. (2)	2.00	
	6 P.C.U. Cheque	340.00	
Feb. 16	Cheque to you	200.00	
	22 J. Jensen on a/c Labour claim	41.00	
Mar. 4	Western Can. Hop Co-Op. Union	87.90	
May 5	Cheque to you	100.00	
July 19	Fire loss payment	51.00	
1944			
Feb. 16	Mrs. Hayden Cheque	41.00	
Mar. 25	Cheque to you	100.00	
		6743.00	63527.36

CR 33051.36

6.88	15.00	2000.-	1073.24	3088.24
				3088.24

1945
Apr 10 P.C.U. Cheque
23 Apr 12
May 12
1946 Jan 12

1996
13674

SOLDIER SETTLEMENT and VETERANS' LAND ACT

BC/41P
File No. (JL-216)

Vancouver, B.C.

A.G. Duncan Crux, Esq.,
Randall Building,
535 West Georgia St.,
Vancouver, B.C.

IMADA, Kaichi,

Dear Sir:-

Re: Lot 19 of the NW $\frac{1}{4}$ of Sec. 15, Tp. 12,
Map 1973 - C/T #169796-E
Lots 20 & 21 of NW $\frac{1}{4}$ of Sec. 15, Tp.
12, Map 1973 - C/T #169797-E
MUNICIPALITY OF MAPLE RIDGE

I beg to acknowledge receipt of Duplicate
Certificate of Title No. (See above) of the New Westminster
Land Registry Office for the above parcel of land in the
name of The Director, The Veterans' Land Act.

Included in the Veterans' Land Act cheque
for \$ 23,927.10, in favour of The Secretary of State,
forwarded to you and dated March 22nd, 1944, is the
amount of the purchase price in full of the above land
arrived at as follows:-

Purchase Price

- \$ 2,983.00 ✓

Less arrears of taxes to
January 1st, 1943,

- \$ -

Amount paid to Secretary of State -

2,983.00 ✓

Will you kindly acknowledge receipt of the
purchase price by signing the receipt on the duplicate herof
and return it to me.

Yours truly,

W.K. Chandler

W.K. Chandler,
LEGAL ADVISER.

WTC/W

RECEIVED Cheque covering the purchase
price in full of the land above described.

MAY - 4 1944
Date

Solicitor for
The Secretary of State

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

6796
RECEIVED
MAY 20 1942

I KACHII IMADA of Whomook, B.C.

Blocks 19, 20 and 21 of the North West Quarter of

Owner of property

Section 15, Tp. 12.

in the Municipality

Maple Ridge

of Maple Ridge hereby agree to let the

above described lands to JOHN M. JENSEN for the sum of \$780.00 (which amount

includes payment in full for one horse) for the year

1942 and \$340.00 for 1943 and subsequent years until

my return.

giving him the right to carry on work immediately on my farm described

above.

This agreement is to protect both parties against the legal rights of

myself as owner of the said lands and the new occupant carrying on to

conserve the crop thereon and not to be construed as interfering with

the legal rights of the Custodian of Japanese property if and when such

property becomes his legal guardianship.

Time is the essence of this agreement.

K Imada

Witness:

[Signature]

#197

Extract from Lease.

File #6996.

Lessor: Kaichi IMADA.

Lessee: John M. JENSEN.

Date: 19th May, 1942.

Term: 9 months from 1st May, 1942, with option to extend lease for 1943 under arrangement with Maple Ridge Co-op. Produce Exchange.

Consideration: \$730.00, paid, which includes price of 1 horse.
Rental for 1943 and subsequent years to be \$340.00.

Property:

Land: Blocks 19, 20 & 21 of N.W. 1/4 of Section 15 Township 12.
Municipality of Maple Ridge, N.W.D.

House: Included, also buildings, except part of barn converted to chicken house.

Chattels: Live stock and farm implements.

P.A.C. 4340² Chattel attached to Lease

*Leasehold agreement term extended by Callaghan to Oct 31st 1943.
200⁰⁰ July 15/43
from to SSC
any 4/43*

LIABILITY SUMMARY

File No. 6996

6th December, 1945

Re: IMADA, Kaichi - Reg.No.1367A

The above Japanese declared no liabilities.

The only one filed against him by the
Maple Ridge Co-operative Union was subsequently withdrawn
by them on July 24th, 1942 as having been paid prior to
IMADA's evacuation.

This file reveals no further liabilities.

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

Dated: Dec.6/45
WEA:EH

W. E. Cameron
.....

PERSONAL PROPERTY SUMMARY

File No. 6996

6th December, 1945

Re: IMADA, Kaichi - Reg. No. 13674

CHATELS: The above Japanese declared chattels and these were inventoried by our representative first on June 5th, 1942 which was prior to evacuation and again on February 9, 1943. ~~and~~ these chattels are shown on the attached Chattel Schedule. The latter inventory did not include the more valuable furniture and appliances declared on previous inventory and it is assumed that these were disposed of prior to their leaving the Protected Area. All the chattels stored in the dwelling and also those in a lean-to shed were destroyed by fire on May 5th, 1943 and the insurance company paid a settlement on them of \$51.00. The larger farm tools which were out in the barn were sold at auction on March 7th, 1945 and the net sum of \$6.88 was credited to the account.

LIVESTOCK: The above Japanese declared a horse but this animal was sold to the lessee of the property and was shown as having been paid for in the lease consideration.

ACCOUNTS RECEIVABLE: The above Japanese declared the sum of \$85.70 from a Mr. OSATO under a Mutual Credit Association. This account was settled in full by the chairman of the Association direct and was acknowledged by IMADA on July 16/45. A Pacific Co-operative Union post dated cheque for \$340.00 being the balance of the lease consideration was collected by the Custodian and credited to IMADA's account on January 8, 1943. Just after his evacuation the above Japanese wrote claiming the sum of \$49.00 from the lessee for wages on behalf of his daughter. This account was settled by the Custodian and \$41.00 was credited to IMADA's account on February 22, 1943 the Japanese acknowledging an \$8.00 reduction on February 22, 1943 for wood purchased. *THIS SUM WAS PAID TO HIS DAUGHTER, MRS. HAYDEN AT HIS REQUEST FEBRUARY 22, 1943.*

BONDS & INVESTMENTS: The above Japanese declared \$100.00 in Victory Bonds and \$15.00 in War Savings Certificates. These however were not brought under control by the Custodian. Although he did not declare so IMADA is the holder of \$200.00 of Maple Ridge Co-operative shares according to their records. He will be entitled to his proportion of the proceeds of liquidating of the Co-operative upon completion of same by P.S. Ross. According to the records of the Western Canada Hop Co-operative Union he is the holder of shares in that Co-operative. No action by way of liquidation has been taken by the Custodian in this Co-operative.

BANK ACCOUNT: The above Japanese declared a bank account at Haney. This was not brought under control by the Custodian.

SAFETY DEPOSIT BOX: The above Japanese declared a Safety Deposit Box at Haney. A letter from the bank however, dated May 11, 1943 states none is registered in IMADA's name. In any case it was not brought under control by the Custodian.

Dated: Dec. 6/45
WEA:EH

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

.....

CHATTEL SCHEDULE

File No. 6996

7th December, 1945

Re: IMADA, Kaichi - Reg. No. 13674

Registered: April 30th, 1942

Evacuated: September 21st, 1942

Declared	Inventoried by Cust. Rep. June 5, 1942	Inventoried February 9/43	
2 chesterfields			(Apparently disposed of by Japanese.)
dining room suite	9 pieces		" "
kitchen table		homemade	(Burnt)
kitchen chairs	9	12	(Burnt)
beds	4	x	(Burnt)
hand pump		x	(Burnt)
electric iron			(Apparently disposed of by Japanese.)
washing machine	x		" "
kitchen utensils	x	x	(Burnt)
gas sprayer	x		(Apparently disposed of by Japanese.)
plow	x	x	(Auctioned)
harrow	x	x	(Auctioned)
cultivator	x	x	(Auctioned)
block & tackle			(Apparently disposed of by Japanese.)
cables			" "
log equipment			" "
farming equipment			(Burnt)
	garden tools	few	(Apparently disposed of by Japanese.)
	trunk		(Burnt)
	cedar chest	x	(Burnt)
	dresser	x	(Burnt)
	2 crocks	x	(Burnt)
	wardrobe	x	(Burnt)
	mantle clock		(Apparently disposed of by Japanese.)
	3 heaters	x	(Burnt)
	couch	x	(Burnt)
	gramophone & records	x	(Burnt)
		2 cartons books	(Burnt)
		dishes	(Burnt)
		carton clothes	(Burnt)
		comforter	(Burnt)
		water troughs	(Abandoned - worn out)
		screen door	(Burnt)
		wash stand	(Burnt)
		2 suitcases	(Burnt)
		linoleum	(Burnt)
		old motor	(Abandoned - worn out)
		sink	(Burnt)

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

Dated: Dec. 7/45

WEA:EH

.....*W. E. H.*.....

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. 6976

MUNICIPALITY: Maple Ridge.

Date: June 5th, 1942.

NAME: IMADA, Kaichi,

REGISTRATION NO. 13674.

ADDRESS: 41. 18th. Ave. Haney, B.C. (Beginning of 18th. Ave)

PROPERTY:

ACREAGE: 15³/₄.

KIND OF CROPS: Strawberries, Raspbys, Aspbus, Rhbrb, Potatos, Peas, Hops.

APPROXIMATE ACREAGE OF EACH 3.3. 1/4. 1/4. 1/4. 1/4. 1/4. 2 1/4. = 7 1/4

HOUSE: VACANT: OCCUPIED Yes, by Mrs. IMADA & Son.
not evacuated yet.

DESCRIPTION 2 Story wooden frame house. ROOF: Shingle. To be occupied by Jensen.

SIZE: 26 x 54. NO. OF ROOMS 7.

CONDITION: Good.

OTHER BUILDINGS: Barn, Chicken house, Garage.

NAME OF LESSEE OR RENTOR: John M. Jensen, Through Pacific Co-op. Union.

TERMS: \$780.00 Cash \$440.00, Balance \$340.00 Sept. 1st. 1942. 8 Months
From May 1st. 1942

WATER: Well. ON: OFF:

LIGHT: ON: Yes. OFF:

REMARKS: Hops sold to Haas Hop Co. Sardia, B.C. by IMADA.
Terms consisted of. \$600.00 for crop \$100.00 for Horse & \$80.00
Rent for house. Lease includes other buildings.

INVENTORY OF CHATTELS LEFT ON PROPERTY

- Located in the house.
- 9 Kitchen chairs.
 - 3 piece dining room set. (Dining table, Buffet, & 6 Chairs)
 - 4 Beds complete.
 - Beatty washing machine.
 - Box Kitchen utensils.
 - Gas powered spray pump.
 - Hand plow.
 - Harrow.
 - Hand cultivator.
 - Quantity of garden tools.
 - Trunk.
 - Cedar chest.
 - Dresser.
 - 2 Stone crocks. 10 & 6 Gal.
 - Wardrobe.
 - Mantle clock.
 - 3 Heaters.
 - Day bed.
 - Cabinet gramophone & Records.

Signed:

I. C. Bardwell.

*Sub to be checked.
29/6/42*

Imada was still there not evacuated until Sept

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. 6996

MUNICIPALITY: MAPLE RIDGE

Date: Feb. 9th, 1943

NAME: IMADA, Kaichi

REGISTRATION NO. 13674

ADDRESS: 41 18th. Ave. Haney, B.C.

PROPERTY: 13 $\frac{1}{4}$ acres

ACREAGE: App. 8 acres cleared

KIND OF CROPS: Hopps, Straws, Ra sps, Rhubarb, Fruit trees
All covered with snow 34

APPROXIMATE ACREAGE OF EACH:

HOUSE: 1 $\frac{1}{2}$ Storey

VACANT:

OCCUPIED: Yes

DESCRIPTION: Frame

ROOF: Shingle

SIZE: 26 x 36

NO. OF ROOMS: 7 & 1 in basement

CONDITION: Fair

OTHER BUILDINGS: Woodshed 20 x 22, Barn 42 x 44,

Chicken house 20 x 54, Garage 14 x 16.

NAME OF LESSEE OR RENTOR: John M. JENSEN (Vancouver B.C.)

TERMS: \$780.00 Through P.C.U.

WATER: Well

ON:

OFF:

LIGHT: Electric

ON: Yes

OFF:

REMARKS:

DOWNSTAIRS

Linoleum on Floor

12 Chairs

1 Heater

1 Old Davenport

1 Bed complete & 1 Bunk

1 Dresser with mirror

2 Blinds & 5 Curtains

1 Enamel sink

BARN

33 Picker trays

Few garden tools

1 Drag harrow

1 Horse cultivator

1 Plow

1 Mounted Chevrolet motor

1 Box of car parts & Old Fish nets

OUTSIDE

Large quan. of hopp poles & Wire

" " " Rasps " "

1 Old hand pump

INVENTORY OF CHATTELS LEFT ON PROPERTY:

IN HOUSE

1 6gal & 1 10gal. crocks

2 Crtns. of books

1 Tin of dishes

1 Crtn. of clothes

1 Chest of pers. effects & Dishes

1 Cumferter wrapped

Few utensils & water troughs

1 Loose screen door

3 Beds complete

1 Folding wash stand

1 Folding cot

3 H.M. Tables

1 Roll Linoleum (old)

1 Cupboard & 1 Gramophone case

2 Suit cases, 1 Tin of Gramophone records

1 Chair & 5 Mattresses

BASEMENT: 5 Old H.M. Tables

2 Heaters (1 Drum) & 1 Old Range.

Appraisal Value : \$68.00

Signed:

Charles
R. M. Anderson

NAME IMADA, Kaichi

REGISTRATION NO. 13674

FILE NO. 6996

The following chattels were sold by public

auction at Mission, B. C. on March 7, and 14, 1943.

Drag harrow	\$	3.75
Cultivator		2.00
Plow		5.50

Total

Less Expenses: (Auctioneer's Fee) \$ 1.13
(Advertising) 0.14
(Moving) 2.10

Net Proceeds Credited:

\$	11.25
\$	4.37
\$	6.88

Members of Custodian Staff Present.

Mr. W. E. Anderson

Extracted from Auctioneering List No.

Mission 18.

Remarks.

6996

OFFICE OF THE CITIZEN
JAPANESE SECTION

RECEIVED
SEP 4 1942

McAlister

Hastings Park,
September 3, 1942.

ADDITIONAL REGISTRATION

Name IMADA, Kaichi

Address 41st. 18th Ave., Whonnock

Reg. No. 13674

Declarant, Mr. Imada, states that he worked for a Mr. Johnson, who now occupies the house of Declarant, for 122½ hours during the period from June 18th to August 31st, at the agreed rate of 40¢ per hour. In view of the above, Declarant states there is the sum of \$49.00 owing him for work done by Mr. Johnson.

K. Imada

SIGNATURE.....

D. Wilham

WITNESS.....

6

MEMORANDUM.

File #6996.

23rd September, 1942.

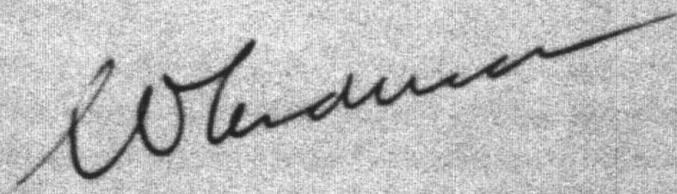
re: Kaichi IMADA.

Mr. John Jansen called at this office in answer to our letter of the 12th instant regarding the \$49.00 due the above Japanese for work done on the property. He had receipts for all monies paid to the Japanese for work done, and I scrutinised them and had copies made for the file. He also showed me a letter from the second eldest son, thanking him for his treatment of his mother, sister and himself and apologising for the treatment given to Jansen by the father and eldest son.

Mr. Jansen was very much against the operations of the Fruit Co-operatives operating in the Valley, as according to him they were run as no other Co-operative he has ever dealt with before. He informed me that during the day jam berries are picked in flats, which are half crates with a gross capacity of approximately 15 lbs. At the end of the day, if the grower has no truck of his own and is unable to take these crates of berries to the Co-operative and check his own weight, the Co-operative trucks make pickups and issue a temporary receipt for the number of crates received which are identified by the grower's number that is either stamped on or tagged. When these arrive at the Co-operative they are apparently weighed in as a gross weight is shown on the receipt slip. The Co-operative then deducts 5 lbs. tare to cover weight of the flats, which, according to Mr. Jansen, is at least $\frac{1}{2}$ lb. more than any crate would weigh, and in his opinion for the quantity of berry shipped this would amount to about a ton of berries for which the grower is not given credit. He would appreciate interviewing someone and having any quantity of said flats weighed to prove his point.

He also stated that at the beginning of the season he shipped a quantity of strawberries, which were graded as "Grade 2", for which a lower price than the 8¢ for Grade 1 is paid. When he received that receipt slip he went to the Co-operative and protested, as he knew the berries would be packed in S.O.2 for shipment overseas and would be paid for on the standard of #1 berries, and after that time he had no further trouble over the grading.

WEA:GF



COPY
FOR THE CUSTODIAN

Fawn P.O.,
Lone Butte, B.C.,
Nov. 2nd, 1942.

Soldier Settlement Board,
Rogers Bldg.

Dear Sir:

I would like to know if you can possibly change the tenant of my farm in Haney to the person I want to have. I was over with my land lease papers sometime in July or early August after the custodian sent me over to you.

When I inquired about the possibility of changing tenant you told me in order to get them out was some of things stated in the paper and the only reasons I could have besides few minor things they failed to do was default in payments.

When we leased the place it was understood that they had to keep it under cultivation and prevent it from in any way depreciating, if not this was sufficient to cancel the lease, and another was we were to stay until such time as we were evacuated, but they forced us out, but we were unable to anything.

When you mentioned about the payments I was paid \$440.00 cash and also a cheque of \$340.00 to be cashed on Sept. 1st, so had no way of doing anything about it. But now found out the cheque was no good after the maturity date. I have enough grounds to cancel his lease, the cheque in question at the custodians.

I hope since you told me that its reason such as these is necessary to cancel lease. It must be reason enough.

The tenant in question is Mrs. M. Hayden, whom I can be quite satisfied to have looking after the property.

The lease expires Jan. 31st, 1943, so would like to know what can be done about it, for the result I've seen while still in Haney is enough to convince me that they'll

(P.T.O.)

be just a pasture if and when we get back, if ever.

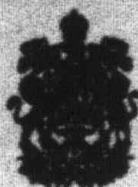
If all this can be accomplished and it becomes necessary for me to return, if you'll can get me a permit for few days I'll be there for I'm only about 19 hours from Vancouver. Please let me know what can be done about it all.

Yours truly,

"T. (?) Imada"

Lots 19, 20 & 21 of SW $\frac{1}{4}$ Sec.16, Tp.12.

Writing in behalf of my father, K. Imada.



YOUR FILE NUMBER.....

PLEASE QUOTE FILE JL 216

SOLDIER SETTLEMENT OF CANADA

518 Rogers Bldg.,
Vancouver, B.C.,
November 10, 1942.

Mr. T. Imada,
PAWN P.O., B.C.

Dear Sir:

Re: Kaichi IMADA

We are in receipt of your letter of the 2nd with regard to your father's desire to break the lease of his property to J.M. Jensen. You state that the cheque covering the balance of the rental monies was not found to be negotiable. This Department has no jurisdiction in the matter, however, and you must take whatever steps are open to you, after consultation with the Custodian, with regard to collection of the debt. As far as the property is concerned, we understand the tenant has carried out the necessary cultivation, and presumably anticipates operating the property again this year.

A copy of your letter together with a copy of our reply is being passed to the Custodian for his information.

Yours truly,

I.T. BARNET,
District Superintendent.
Per: *[Signature]*

JK:HJ

6996
Mr. R. B. Alexander.

Richardson
Taylor Lake B.C.
Nov. 26 1942.

Dear Sir,

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
NOV-30 1942

I am enclosing reply from Soldier S.B.
I understand, understand itself is to look out
for our interest as am writing you. I write
S.B. Board because you sent me there when
I was over last time. however the letter from
them says they have nothing to do with us as we are
an.

He hand over plane (fallen) to J.M. Jensen and
they did not do many things. stated in the lease
instead they he used the word "starting part" if
you don't get out. and many other dirty ways
to get us out. as to do as he pleased with the
plane, things were not taken care of etc. Then there
is money matter to consider, the cheque for \$340.00
was not negotiable, in your case.

There is a paragraph in the lease which reads
default of payment. his lease can be cancelled
as surely you can terminate things for us
by breaking this lease. and release it to Jensen.
I want it to. for the lease expires January 31st

After all, my father paid the tape in
advance and he has no right to run it without
even paying for it.

Mr. J. J. Green, told my brother that he
was one of the ~~committee~~ of Land Disposal
committee. and said he can do many things
as you can see how much we distrust him.

So I would like to ask for your help in
straightening things out for us. If we are
^{helpless} to even ask for all this and just
let Jensen have his way on the farm without
even saying for it. just let me know and I give
up hope.

~~that~~

Yours truly

Respectfully

T. Jensen

K. Jensen

6996

December 21st, 1942.

Mr. John Jensen,
41-18th Ave.,
R. R. #1,
Whonnoek, B. C.

Dear Sir:

Re: Kaichi IMADA

Some time ago we contacted you with regard to a claim made by the above Japanese for labour amounting to \$49.00, which was made up of 122½ hours at .40¢ an hour. This has again been brought to our attention by Mr. Toshio Imada, son of Kaichi Imada, and he advises that the above stated labour was not for his Father alone but for his Mother as well.

On going over our conversation the last time you were in this office and looking over the copies of receipts which we received from you, we note that the last payment for wages made to K. Imada was on June 29th, said labour apparently being in full at that time. You also stated during our conversation that you believed you did owe Mrs. Imada some money for wages but she had not made a claim for any.

Please advise us if these remarks are correct because, in reviewing the whole situation, we feel that the Japanese have a claim for labour against you.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

EV. SECTION
 Recd. DEC 29 1942
 File No.
 No. 1042
 Recd. 1042

Le Roy Ruff
 Capital City Bldg.
 Dec. 26 1944

Dear sir: -

In your letter which I am enclosing it seems Mr. Jensen has told you that he paid my parents \$49.00 for the work done and can furnish receipt for the same signed by father. My brother got their pay for picking berries and there is also receipt signed by me for my ^{mother & brother} parents work cutting the leaves off the berries but since they did not get paid for the work that is weeding and taking the new berries which he promised to pay before ^{my} parents left. If he says he can produce the proof of his statement - let him do so and if he said he paid to whom and when ^{date} did he pay it. My mother & father did not get it and I am not it. There are many reasons we don't like him for a tenant - stated reason stated in previous letter. But he never ~~do~~ did things on the square since the day he took over. His payments he falsely says he paid is just a sample of his crookedness. Please look into this matter. Thank you

P.S. Sample of father's signature should correspond with the one.

Yours truly,
 R. Imata

6996

February 11th, 1943.

Mr. Kaichi IMADA,
Reg. No. 13674,
Taylor Lake, B. C.

Dear Sir:

We are pleased to inform you that we have contacted Mr. Jansen with reference to the sum of \$49.00 due to yourself and your wife for labour, prior to your evacuation and he is now quite willing to settle this claim but states that, previous to evacuation, you purchased a cord of wood from him valued at \$8.00 and he requests that your claim of \$49.00 be reduced to \$41.00 in view of this.

Please advise us if this is correct and if so, we will settle for that amount.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

FATAL FIRE AT HANEY

1 Burned to Death, 5 Escape As Ferryman's House Razed

(Special to The Vancouver Daily Province.)

NEW WESTMINSTER, May 5.—One man is dead and another is in the Royal Columbian Hospital suffering from burns, while four other persons escaped in an early-morning fire that completely destroyed a former Japanese-occupied house on a 30-acre prairie farm at Haney.

The dead man, John Hansen, 42, Norwegian, was trapped by smoke and flames on the upper floor of the seven-room dwelling.

Ivan Isak, 46, Manitoba Hotel, a Czech-Slovakian, is in the hospital with burns about the head and neck and suffering from shock. His condition is reported as good.

Those who escaped were Dan Skakun, 42; Sam Cooty, 55; Marco Kruzo, 47, and Mrs. Pauline Cechon.

WORKED BERRY FARM

The house and farm, formerly owned by K. Imada, Japanese, evacuated from the Coast area, had been leased by J. Jensen, 2043 Pandora, Vancouver, and these occupying the house had been engaged by him to operate the berry farm. Kruzo was engaged as foreman and Mrs. Cechon was cook.

The origin of the fire is unknown. The first alarm was given at about 4:30 a.m. by Mrs. Cechon, who slept in a downstairs room. She told Provincial Constable J. McGeachan that she smelled smoke in her room and when she opened the door she was met by a burst of flame. She fought her way out and yelled to the other occupants, who were in upstairs rooms.

The majority got out by way of the staircase but at least one had to jump through a window. Hansen is believed to have collapsed when smoke overcame him. His body was recovered in the debris of the house and removed to Saywright's Funeral Home.

Jensen had leased the same farm last year and these workers had been there about two months getting ready for this season.

6996 A
6995

May 13th, 1943.

Mr. Hal Mansie,.
Hancey, B.C.

Dear Sir:-

Re: Fire. May 5th - Kaichi IMADA

I have now received from Messrs. A.S. Matthew & Co. Ltd. a copy of Michigan Fire Policy No. 6018832. You, no doubt, also have a D.R. covering this same policy in your office. You will notice that it covers in the name of Kaichi IMADA for \$1,000.00 on a dwelling located on Lot 21 of the North West $\frac{1}{4}$ Section 15, Township 12 in the Municipality of Maple Ridge.

The North West Policy No. 205366, copy of which I showed you in the office the other day covers for \$1,400.00 on a dwelling and \$600.00 on contents on the property belonging to Kaichi IMADA and described as being Lot 21 of the North West $\frac{1}{4}$ Section 15, Township 12.

You will see that the two policies referred to above both cover on the same property.

From what you told me during our conversation, I understood that the Michigan Fire & Marine Policy placed through your office was supposed to cover on property belonging to Yoshitaro IMADA but if so, apparently the wrong Japanese name has been used and the wrong legal description given because Yoshitaro's land is described as Lots 16, 17 and 18 of the North West $\frac{1}{4}$ of Section 15, Township 12.

The way matters stand now, the loss will have to be paid pro rata by the two companies insofar as the building is concerned and the loss to chattels will have to be taken care of under the North West Policy under which you will notice coverage to the extent of \$600.00 as mentioned above. On May 8th I wrote to you in connection with arranging for insurance on the property belonging to Yoshitaro IMADA, and providing that situation is as set out above, we will still need insurance arranged on the buildings of Yoshitaro IMADA on Lots 16, 17 and 18.

Please let me hear from you as early as possible in connection with this matter.

Yours truly,

S.M. Gibson,
Insurance Department

SMG:MAI

6996

May 28th, 1943.

Mr. Kaichi IMADA,
Registration No. 13674,
c/o Borg Pulp Co.,
Taylor Lake,
Fawn P. O., B. C.

Dear Sir:

Re: Fire Damage.

Your letter of May 12th has just come to my attention today and in answer to your query about fire damage to your property located on Lot 21 of the North West 1/4 of Section 15, Township 12, in the Municipality of Maple Ridge.

I wish to advise as follows:

It was reported to us that fire destroyed the dwelling on this property on the morning of May 5th.

Fire Insurance was carried under Michigan Fire and Marine Policy No. 6018833 to the extent of \$1,000.00 on the dwelling and under North West Policy No. 205366 to the extent of \$1,400.00 on the dwelling and \$600.00 on the contents.

Mr. P. L. Barter, adjuster, was placed on this loss, and to date we have not received his report. I will be pleased to advise you as early as possible as to the outcome of this adjustment.

Yours truly,

S. M. Gibson,
Insurance Department.

SMG:MAI.

MEMORANDUM TO THE FILE

File 6996

5th July, 1943.

Re: Kaichi INADA

(FIRE LOSS)

In telephone conversation with Major Barter, Adjuster, he advises that they arrived at replacement value of \$2832.78, from which a deduction of 20% for depreciation amounted to \$566.56, leaving a sound value of \$2266.22. The value of salvage (basement) being \$200.00 leaves a net loss of \$2066.22 for which we are claiming.

The appraised value of Japanese chattels on the property according to the list drawn up by our field men, Carlsen and Anderson, total \$46.00 of which part were stored in the barn and some outside, both of which were not damaged by fire.

The Adjuster has agreed to allow \$51.00 to cover loss of chattels actually stored and destroyed by fire in the house.



SMD:FW

6996

7th July, 1943.

Mr. Kaichi IMADA,
Registration No. 13674,
c/o Sorg Pulp Company,
Taylor Lake,
FAWN P.O., B.C.

Dear Sir:-

Re: Fire Loss

We have received a letter from your Son, T. Imada, dated June 30th inquiring as to settlement in connection with fire damage on property belonging to yourself. On May 28th I wrote giving you information available up to that date and wish to advise that since that time the Adjuster has completed his work and claim papers now have been forwarded to both Insurance Companies, under which we are claiming for you a total of \$2,066.22 covering damage to your house and \$51.00 to cover damage to some few articles of yours in the house at the time the fire occurred.

The money covering this claim, when paid by the Insurance Company, will be credited to your account in this office.

Yours truly,

S.M. Gibson,
Insurance Department

SMG:FM

6996

July 16, 1943.

Mr. Kaichi IMADA,
Registration No. 13674,
c/o Sorg Pulp Company,
Taylor Lake,
PAWN P. O., B. C.

Dear Sir:

Re: Fire Loss

In answer to your letter of July 12th I wish to advise firstly that a Fire Insurance policy is a policy of indemnity against actual loss. The amount to be claimed following fire damage does not necessarily coincide with the total amount of insurance carried. The amount actually claimed is to be based on the replacement value on the building destroyed less a normal depreciation and less the value of any salvage.

In connection with your dwelling destroyed, it was covered under Michigan Fire Policy No. 6018832 to the extent of \$1000.00 and North West Policy No. 205366 to the extent of \$1,400.00 giving a total coverage of \$2,400.00 on the dwelling itself.

The replacement value of this dwelling using the cost of material and labour at today's prices, total \$2,832.78 from which deduction of 20% for depreciation amounting to \$566.56 was taken leaving a sound value of \$2,266.22. From this there had to be deducted an amount to take care of the value of salvage, and in this case, that amounted to \$200.00 to cover the basement which leaves a net loss of \$2,066.22, which amount we are claiming for you.

Under the North West Policy mentioned above, you also carried an amount of \$600.00 to cover on chattels. At the time of the fire, the total value of chattels belonging to yourself and still located on the property, amounted to \$60.00 of which part were stored in the barn and some outside. The claim for \$51.00 covering your chattels destroyed included, of course, only those things actually in the house at the time of the fire and which were destroyed.

I trust that the foregoing information will give you a complete picture and fully answer the questions in your letter of July 12th.

Yours truly,

S. M. Gibson,
Insurance Department

SMG:JS

6996

August 18, 1943.

P. L. Barter & Company,
850 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: Fire Loss under Michigan Fire & Marine
Policy No. 6018832
and North West Fire No. 205366

In order to explain the details of your adjustment to Mr. Kaichi IMADA, who owned the property destroyed in this fire, I wrote him on July 16th. For your information the following is an extraction taken from his letter of August 12th asking for further information in connection with this loss:

"Re: Fire Claim"

"Yours of the 16th of July received with thanks.

With regard to the above, I cannot understand the deduction for concrete foundation salvage. As you are well aware, the foundation has been exposed to heat and fire which caused total damage to the building. A concrete which has been exposed to such a terrific heat is usually rendered useless. Furthermore, a death has occurred and it is a habit of Japanese not to re-build a building on foundation where a person has perished. Therefore, I would appreciate it very much if will negotiate further regarding \$200.00 foundation salvage item.

In your letter you have stated that -- quote -- "The amount actually claimed is to be based on the replacement value on the building destroyed less normal depreciation" unquote --. If this is the case, I cannot comprehend why depreciation was calculated on so-called "to-day's prices". I was under an impression that depreciation was normally calculated on the original cash and not replacement value. Considering the high amt. of materials and labour, replacement of my house at a cost of \$2832.76 is rather doubtful."

Would you be good enough, please, to let me have your comments and give me any further information possible in order that we may answer Mr. IMADA's letter.

Yours very truly,

S. M. Gibson,
Insurance Department

SAG:JS P.S. For your further information I am enclosing copy of our letter of July 16th to Mr. IMADA.

P. L. BARTER

ADJUSTER

**INSURANCE CLAIMS
FIRE - CASUALTY - AUTOMOBILE**

**CREDIT FONCIER BUILDING
880 WEST HASTINGS STREET
VANCOUVER, B. C.**

TELEPHONE:
OFFICE: PACIFIC 2828
RESIDENCE: KERRDALE 2819

August 23rd, 1943.

Attention S.M. Gibson, Esq.

Messrs. Canada Department of Secretary of State,
Office of the Custodian
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	AUG 24 1943
File No.	
Ans.	<i>SM</i>
Referred	<i>Gibson</i>

Dear Sirs: Re Your Fyle #6996

In this connection I have received your letter of the 18th inst. together with the enclosure to which you refer. I have read and noted the contents of both and I find that the case was properly stated by you in your letter dated July 16th, 1943 addressed to Kaichi Imada.

In regard to the concrete foundation that supported the main section 28 x 30, I found that it was intact and had not suffered damage except that of minor nature and full allowance for such damage was allowed. It is hardly necessary to state that Kaichi Imada's view of the "terrific heat" is not borne out by the facts of this fire or others that have occurred over my experience of over twenty years. Of course when water is applied to a building fire the affect on concrete is to cause cracks and in such cases this must be considered and proper allowance made.

or lack of
The desire *or ability* of the Assured to re-construct does not affect the situation in the slightest. Should the authorities refuse permission for a building to be re erected on the old foundation, this of course would be a matter that would require consideration. The house had a main section one and half storey with a full basement and the sills resting on concrete 28' x 30' and an addition in rear 8' x 28'.

There was no plumbing or heating equipment forming part of the insured building, but of course a building containing such equipment of purely Japanese arrangement was adjacent to the insured dwelling but did not communicate or adjoin. That building was also destroyed completely with exception of the concrete work which was also uninjured.

The adjustment of this loss I consider fair and even liberal.

I am,

Sincerely,

P. L. Barter
P. L. Barter.

FLB/B

7142
6996
6933
7137

February 15th, 1944

Mrs. Hayden,
342 Alexander Street,
Vancouver, B. C.

Dear Madam:-

Further to your call the other day, we are sending you herewith our cheque for \$41.00. This represents payment to your mother of wages due to her and your father, and actually credited to the latter's account.

Please call at some convenient time and we will arrange to hand you your brother's camera and discuss any other matters about which you require information. The writer will not be available from 3:15 p.m. onwards for the next few days but any other time of the day will be glad to give you his best attention.

Yours truly,

H. F. Green
Protection Department

HFG:IF

MEMORANDUM

File No.: 7142
6933
~~6924~~
7137

February 11th, 1944

To: FILES

From: Mr. Green

Re: Mr. & Mrs. Kaichi IMADA
Toshio IMADA
Yoshiki IMADA

Mrs. Hayden, address 342 Alexander St.,
daughter of Mr. and Mrs. Kaichi Imada and married to a
white man, called on February 10th with:

(1) A letter from Mrs. Kaichi Imada asking
for payment to Mrs. Hayden of \$41.00 wages due from Jen-
sen, tenant of her and her husband's property in Haney.
This is actually credited to the husband's account, but
should, I consider, be disbursed to Mrs. Hayden and a
requisition is attached. It appears from the files that
this payment was at least partly due to Mrs. Kaichi
Imada for work on the strawberry farm.

(2) (Part of the same letter) A request that
we hand the camera of Toshio Imada to Mrs. Hayden. I
propose to do this (the camera is in my drawer having
been handed to this office by Mr. Boothe) and shall obtain
a receipt from Mrs. Hayden.

(3) Letter from Yoshiki Imada asking about
Workmen's Compensation due to him. This I shall answer
direct.

Finally, Mrs. Hayden raised some question
about rents due from her father's farm and this will be
explained to her when she calls to pick up the camera.

HPG:IF

6996

March 2, 1944.

Mr. Kaichi IMADA,
Registration No. 13674,
c/o Sorg Pulp Co. Ltd.,
Fawn P.O., B.C.

Dear Sir:

Re: Fire Loss under Michigan Fire & Marine.
Policy No. 6018832 and North West
Policy No. 205366

We wish to acknowledge receipt of your letter of February 11th dealing with adjustment in connection with the above. As you are aware, you carried protection on your dwelling and contents of the dwelling under the above two policies. You did not have either policy written to cover any other building or contents of same. Therefore, there is no claim in connection with the destruction of woodshed mentioned in your letter referred to above.

Your property was leased by yourself to John M. Jensen and as far as I can see, there was no provision in that lease whereby Mr. Jensen would be responsible to you for damage to any building on the property or contents resulting from fire.

I understand that you had the lease drawn by a lawyer in Mission, B.C. and you might refer the matter to him to ascertain whether or not Mr. Jensen would be in any way responsible.

Yours truly,

S.M. Gibson,
Insurance Department

SMG:FM

MEMORANDUM

File Nos.: 7148
6995
6996

May 17th, 1944.

To: Mr. Moryson

From: Mr. Green

Re: Mr. and Mrs. Yoshitaro IWADA
Mr. Kaichi IWADA

The above were the brother and the wife of Yoshitaro, living at 18th Avenue, Whonock. I think the properties were adjoining and that on Lots 19 - 21 NW Quarter, Section 15, Twp. 12, Map 1973, was destroyed by fire in May last year. This was the property of Kaichi and as far as I can trace, Lots 16 - 18, being the property of Yoshitaro, were not affected. Mr. Jensen was the tenant in each case.

The chattels that were burned had been inventoried but I cannot trace that any inventory was ever taken of Yoshitaro's things though it is possible that these were included in that of Kaichi and destroyed at the same time. In case you have not the "JPS" handy, I am enclosing a list of what was declared by Yoshitaro and by his wife, the latter on September 10th and perhaps superseding that of the husband. Please see what you can find.

Enc.
HFG:IV

ITEMS DECLARED BY YOSHITARO IMADA

1 Plough
1 Harrow
1 Cultivator
3 Shovels
5 Hoes
4 Rakes
3 Block & Tackles
1 Stove
1 Heater
Furniture for house

SUPPLEMENTARY DECLARATION BY MRS. YOSHITARO IMADA

3 Beds
3 Chairs
1 Saw
1 Cabinet
1 Cultivator
2 Shovels
10 Gal. barrel
1 Wash bowl
1 Brooder stove
3 Rows of wire chicken net
2 Waterer chicken
1 Kitchen stove
1 Parlor stove
2 Hoes
1 Axe,
2 Rakes
1 Big tank stove

All the tools are in the brooder house.
The furniture is in the house.



CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO.

PLEASE QUOTE **BC/41P**

518 Rogers Building
VANCOUVER, B.C.

29th May, 1944

CUATIC	
MAY 30 1944	
No.	6996
Ans.	<i>[Signature]</i>
Referred	<i>[Signature]</i>

Attention: Mr. Gibson

Custodian of Enemy Property
Royal Bank Building
VANCOUVER, B.C.

Dear Sirs:

Re: IMADA, K. Your Ref. 6996
North West Fire Policy #205366 (Copy)

With reference to your telephone conversation with the writer on the 26th instant, and as requested by you, we now return to you the above-described copy of policy which you handed to us some time ago. The building covered thereunder having been destroyed by fire last year, the policy is void so far as that item is concerned, but as there is an item of \$600 still covering on household and personal effects, which we understand you now wish to deal with, the copy is returned for completion of your records. We have no knowledge of the whereabouts of the original policy.

Yours truly

I. T. Barnet
DISTRICT SUPERINTENDENT

Per: *[Signature]*

VLA 104 WB:DR (ENC.)

6996

June 9, 1944.

Mr. Kaichi IMADA,
Registration No. 13674,
c/o Sorg Pulp Company Ltd.,
Taylor Lake, B. C.

Dear Sir:

In reply to your letter of June 6th, we appreciate your misunderstanding regarding the fire loss on your property sold to the Director of the Veterans' Land Act. We would draw to your attention, however, that as the sale of your property was made as at January 1, 1943 and as the purchaser assumed the responsibility of insurance, taxes, etc., as from that date insofar as the buildings were concerned, the amount collected from the insurance company was remitted to the purchaser.

The insurance loss covering chattels, however, was credited to your account in the amount of \$51.00 on July 19, 1943.

We trust this clears up the misunderstanding.

Yours truly,

W. E. Anderson,
Farm Department.

WEA/EG

c/o Sorg Pulp Co.
Taylor Lake, B. C.
June 14, 1944.

W. E. Anderson,
Farm Department,
Office of Custodian,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	JUN 19 1944
File No.	69330 6996
Ans.	W.E.A.
Referred	Bill

Dear Sir:

Received yours. Please explain just what you mean by "PURCHASER MUST ASSUME RESPONSIBILITY, THEREFORE THE INSURANCE MONEY TO HIS".

First when I enquired for the rent money the answer was; I must contact the lawyer with whom I made the lease agreement with and then one week or so later I received another letter from you stating that we no longer have any right to the rent money, the purchaser has all the right.

Re: Insurance claim for \$3000.00 You cut it down to \$2057.00 saying that you will credit to my account and now after more than a year, after the said transaction took place you deny me the insurance claim. Just what is meant by this purchaser's responsibility, it was I who insured the house and paid the policy in full. Just where in the dickens do you get this responsibility stuff on my money and my property. If that is the way surely, the purchaser has to pay full price for the property and the buildings on it. The way you can do things profitably is to let us insure the buildings with my money and burn, then reducing the value at the same time collect the insurance and get the land cheaper. I'M SURE THE DOMINION GOVERNMENT HAS NOTHING TO DO WITH ALL THIS DIRTY DEALINGS YOU ARE DOING TO US. FAIR PLAY IS WHAT THE DOMINION GOVERNMENT PROMISED US AND THAT IS WHAT WE EXPECT. MAKE PROPER ADJUSTMENT AND SEND TO US.

Yours truly,

R. Inada

T. Inada

6996

June 20, 1944.

Mr. Kaichi IMADA,
Registration No. 13674,
c/o Borg Pulp Co.,
Taylor Lake, B. C.

Dear Sir:

We are in receipt of your letter of June 14, 1944.

Your remarks have been carefully read and we can appreciate that the disposal of your property will be a matter of personal concern. However, the sale of properties to the Director, The Veterans' Land Act was carried out as a part of a policy of liquidation outlined by Ottawa on the basis of appraised values.

Your letter has been placed upon our files so that your comments in regard to this sale will remain on record but we can only advise you that we are unable to consider any alternative in regard to this matter.

You will note on the face of the statement showing property sale adjustments that the amount of \$27.46 was credited to cover the unexpired insurance premium as at January 1st, 1943. This insurance figure was calculated by the Insurance Department on a pro rata basis.

Funds are available to you upon request.

Yours truly,

W. E. Anderson,
Farm Department.

WEA/EG

MEMORANDUM

July 25th, 1944

To: Mr. Shearn

From: Mr. Gilman

File No. 6956—Enichi IMADA

Re: Lot 21, NW 1/4 Sec. 15, Twp. 14, Rm. of Maple Ridge.

The above property was covered by Insurance under North West Fire Policy No. 20356 for \$1,400.00 on Building and \$600.00 on contents, and Michigan Fire & Marine Policy No. 6819832 for \$1,000.00 on Building.

These policies were transferred to the Director, Veterans' Land Act as at January 1st, 1943. Unearned premium of \$13.71 was charged under the North West Policy and \$13.75 under the Michigan Policy.

The building was destroyed by fire on May 5th, 1943. The amount of loss paid under the North West Policy was \$1,256.30 which included \$31.30 on chattels. The amount of loss paid under Michigan Policy was \$660.92. The amount of loss was arrived at as follows:

Replacement Value	\$2,832.78
Less depreciation	<u>566.26</u>
	2,266.22
Salvage (Basement)	<u>200.00</u>
Loss Paid	<u>\$2,066.22</u>

The amount of \$2,066.22 was paid to the Director, Veterans' Land Act on December 15, 1943.

XI

END

6996

Shaw July 28, 1944.

Miss F. Carroll,
Office of the Custodian,
Victoria Building,
7 O'Connor Street,
OTTAWA, Ontario.

Dear Madam:

Replying to yours of the 20th instant in which you enclose original correspondence from A. MacNamara, Esquire, to Dr. Coleman, and confidential extracts from intercepted letters to Mrs. Y. IMADA. This correspondence is returned herein as requested.

The property referred to was included in the sale to the Director, Veterans' Land Act, the sale price being \$2,983.00.

Fire insurance on the dwelling was covered as follows:

Michigan Fire and Marine Policy No. 6018832 — \$1,000.00

North West Fire Insurance Policy No. 205366 — \$1,400.00

An amount of \$600.00 was also being carried on the chattels, but our file would indicate that most of this was disposed of prior to evacuation.

The fire insurance adjuster assessed the actual loss as follows:

\$2,066.22 on the building

\$51.00 on the chattels

A letter to Mr. IMADA written by our office in the early part of July, 1943, stated that this money would be credited to his account in our office when paid by the insurance company. A letter was also subsequently sent IMADA by our Insurance Department stating that the amount of a fire loss does not necessarily coincide with the total amount of insurance being carried and explained the basis of settlement.

To Miss F. Carroll

July 28, 1944.

However, as you are aware, when the deal with the Director, Veterans' Land Act was finally consummated, the arrangement included that the adjusting date, taxes, fire insurance, etc., would be made retroactive to January 1st, 1943. Therefore, in view of the fact that the Veterans' Land offer was for the purchase of this property before the fire occurred, the loss, when it did occur, was payable to the Director, Veterans' Land Act, and this was in fact done. The rent from this farm also accrued to the Veterans' Land after January 1st, 1943.

As far as IMADA is concerned, he has been credited with the sale of his property as at January 1st, 1943 and was also credited with \$27.46, the unearned premium on the insurance after that date. Correspondence on the file indicates that Mr. IMADA is very dissatisfied and critical of this office in regard to the handling of the sale of his property and the matter of insurance. An excerpt from a letter of June 14th, 1944, reads as follows:

"Re: Insurance claim for \$3000.00 You cut it down to \$2057.00 saying that you will credit to my account and now after more than a year, after the said transaction took place you deny me the insurance claim. Just what is meant by this purchaser's responsibility, it was I who insured the house and paid the policy in full. Just where in the dickens do you get this responsibility stuff on my money and my property. If that is the way surely, the purchaser has to pay full price for the property and the buildings on it. The way you can do things profitably is to let us insure the buildings with my money and burn, then reducing the value at the same time collect the insurance and get the land cheaper. I'M SURE THE DOMINION GOVERNMENT HAS NOTHING TO DO WITH ALL THIS DIRTY DEALINGS YOU ARE DOING TO US. FAIR PLAY IS WHAT THE DOMINION GOVERNMENT PROMISED US AND THAT IS WHAT WE EXPECT. MAKE PROPER ADJUSTMENT AND SEND TO US."

I believe that this will give you all the relevant facts which you require.

Yours very truly,

FGS:JS
Encl.F. G. Shears,
Director

ATM

C
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C A N A D A

Department of the Secretary of State

MEMORANDUM

FOR MR. McPHERSON:

Please read the attached letter from the Deputy
Minister of Labour with its enclosures.

You may wish to have inquiries made in the Custodian's
Office in Vancouver.

(signed) "E.H. Coleman"

Deputy Custodian.

Ottawa, July 20, 1944.

C
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ATM

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Ottawa, July 20, 1944.

Dear Sir,-

I have your confidential letter of the 18th. I am having investigations made as to the accuracy of the statements made in the letters extracts from which you enclose.

Yours sincerely,

E. H. Coleman
Under Secretary of State.

A. MacNamara, Esq., LL.D.,
Deputy Minister of Labour,
O t t a w a .

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DEPUTY MINISTER OF LABOUR
C A N A D A

Ottawa, July 18, 1944.

CONFIDENTIAL

Dr. E. H. Coleman,
Deputy Custodian of Enemy Property,
Dept. of the Secretary of State,
West Block,
O t t a w a.

Dear Dr. Coleman:

I enclose copies of extracts from intercepted letters which are believed to refer to the same case of sale of property formerly owned by a Japanese, and complaining about fire insurance being assigned to the purchaser for liability.

Yours very truly,

A. MacNamara.

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C
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COPY

Record No. CAN. 6634/44
Page 1 of 1 Pages

DEPARTMENT OF NATIONAL WAR SERVICES

CONFIDENTIAL

FROM: "Ito,"

TO: Mrs. Y. Imada,
c/o Roy Harris,
Taber, Alberta,
CANADA

DATE OF POSTMARK
Fawn, B.C.
June 23, 1944.

POLITICAL

Re: Japanese properties

Presumably to relative:

"I am going to write about the affair of our house and land. Last year, on May 5th. when our house was burnt down, the Custodians wrote that they would give us the two thousand dollars insurance money, fifty-one dollars from the six hundred dollars furniture insurance and two hundred and fifty dollars for the cement in the basement. From the three thousand dollars insurance money they said they would give us two thousand fifty-one dollars. It appears they sold the land on June 13th, for about three thousand dollars and after deducting expenses they said they would give us two thousand odd dollars with the fifty-one dollars of the insurance on the furniture. As this is two thousand dollars less than they said they would give we wrote immediately. The reply was that as the two thousand dollars insurance money has to be given to the buyer on account of liability, it cannot be given to us. The actions of the Custodians are cruel. Our house was burnt down in May of last year and the land was sold in June of this year. A whole year has elapsed between the time of the fire and the sale of the land, and to give the insurance money to the buyer is so astounding and beyond words. Though it may be war time I consider the Custodians actions very severe. Papa is very disheartened and does not feel like working any more. It is not unreasonable. Toshio's land was sold for the amount of the taxes he has paid up to date."

C
O
P
Y

COPY

Record No. CAN. 6635/44
Page 1 of 1 Pages

DEPARTMENT OF NATIONAL WAR SERVICES

FROM: (no name)

TO: Mrs. S. Hayden,
221 W. 5th Ave.,
Vancouver, B.C.

LIST: None

LIST: None

POLITICAL

Re: Japanese properties

Letter presumed from mother:

"About the property at Haney. Those fellows of the Custodians wrote that it was sold at the beginning of June. The price was so low that it is not worth mentioning. Two thousand odd dollars I believe. And the insurance money of two thousand dollars has to be handed over to the buyer for liability they say and they can only give us fifty-one dollars, the insurance money for the furniture. What do you think? Do you think the Custodians are magnanimous administrators? I consider them terrible thieves. Not doing the things they were asked to do they have continuously done the things they should not have done. To think what your father and I have built up through hard toil is taken right away from the root breaks my heart. I shall never forgive this. It was a great misfortune to have lost our home through fire and I thought the land would be sold at market price and then to give the buyer the insurance money for a fire that occurred a year before the land was sold because there was liability to the buyer is something I cannot understand. Is this the present law? I am sure it is not. My heart is sore, very sore."

COPY

File No. 6996

Date Mar 14/45

SUMMARY

Name: Kaichi Imada

Address: 18th Ave. Harry

(1) - We have today moved to auction room at Mission effects as per enclosed list at a total cost of \$ as per attached bill.

(2) - We have also moved the personal effects as per attached list to storage at Har. where they will remain until called for. Cost of moving is included in bill above.

(3) - We have sold to the tenant articles as per attached list at \$ for which herewith cheque or cash.

(4) - After the above transactions, the following important shortages were noticed between the original inventory as taken by this office, and the effects accounted for as above:

Everything else was lost in fire when house
was completely destroyed.

The tenant gave us the following explanation:

W. Anderson.

8670
6996

March 29th, 1945.

Mr. Sansuke KAWAMOTO,
Registration No. 11188,
B.I. District,
Vernon, D. C.

Dear Sir:

Replying to your letter of the 24th of March, 1945,
enclosing your promissory note for \$600.00 signed by S. OSATO and
K. IMADA. We notice that in your letter you state that Shikazo
OSATO owes you the \$600.00--you have made no reference to IMADA,
who is one of the signatories of the note.

On examining your file we find that we wrote to you
on the 4th of January, 1944 informing you that we could not locate
S. OSATO. We have again endeavored to locate him with no success.
Under the circumstances we are returning herewith, under registered
mail, your note, as we cannot do anything further to assist you
unless you can supply us with his present address.

Yours truly,

A. McAlister,
Claims Department.

AMCA:ND

Encl. 1.

REGISTERED

6670
2543
6996

June 21st, 1945.

Mr. Sansuke KAWAMOTO,
Reg. No. 11188,
R. R. No. 3,
Vernon, B. C.

Dear Sir:

We have for acknowledgement yours of the
19th instant asking us to forward you the sum of
\$600.00.

It is our understanding that this money is
trust money which you are to pay over to seven other
Japanese in the amount of \$85.70 each. This being the
case, we cannot understand your request that the money
be sent to you in full for you to use in a business
transaction.

If you will supply us with the full names of
the seven other Japanese and request us to transfer to
their present credit the amount of \$85.70 each, charging
same against the \$600.00 credited to you, we will be
pleased to do so.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:OH

6996

10th December, 1945.

REGISTERED

Mr. Kaichi IMADA,
Reg. No. 13764,
Taylor Lake,
Fawn P.O., B.C.

Dear Sir:

We wish to acknowledge your letter of the 5th December, in which you request that the sum of \$2205.12 be forwarded to you from your account at this office.

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

You registered with the Custodian on the 30th April, 1942, and at that time real property registered in your name at Haney, became vested in the Custodian. Prior to your evacuation, you entered into an Agreement to lease your property, with the exception of the hop acreage, to J.M. Jensen for nine months until the 31st January, 1943. The consideration of this lease was \$780.00, which sum also included the purchase price of your horse. \$340.00 of this consideration was collected by yourself at the time and the balance, which was given you in the form of a Pacific Co-operative Union post-dated cheque, was sent to this office, and upon collection was credited to your account here. The hop acreage was included in a bulk lease given by the Western Canada Hop Co-operative, of which you were a member, to the John I. Hanna Hop Company of Sardis, and under this agreement, the sum of \$87.90 was paid in to this office to your credit. Details of this were sent to you on the 2nd March, 1943.

No further revenue accrued to your credit at this office from your property, as in accordance with the Canadian Government's policy of liquidation, it was sold on the 1st January, 1943, to the Director of Veterans' Land Act. Full details of the property sale were sent to you on the 30th May, 1944, although since that time, legal fees in the amount of \$15.00 in connection with the conveyance of your property have been charged to your account.

Prior to your evacuation you held fire insurance covering your dwelling and contents, totalling \$2400.00 on the dwelling and \$600.00 on the contents. On the 5th May, 1943, the dwelling and all contents in same were destroyed by fire, and after considerable negotiation, the Insurance Company made settlement of loss of \$2066.22 on the dwelling and \$51.00 on the contents. You were fully advised regarding this matter by our Insurance Department but it is noted that they did not inform you of the property sale as of the 1st January, 1943, and did at that time inform you that the Insurance Company settlement would be credited to you. This was not correct. The purchaser of your property paid in to this office to your credit the full purchase price which had been agreed upon prior to the fire, and under adjustments had refunded to your credit the

Mr. Kaichi IMADA

- 2 -

10th December, 1945.

sum of \$27.46, being unexpired portion of the insurance premium after the sale date. The insurance loss was paid to them with the exception of the \$51.00 covering the chattels which was credited to you.

When registering with the Custodian, you declared a number of chattels which included two chesterfields, dining-room suite, electric iron, gas sprayer and a quantity of logging equipment. These items had, however, apparently been disposed of prior to the evacuation of yourself and family as they were not on the property when your chattels were inventoried by our representative.

The only chattels of any sale value that were not destroyed by fire were the plough, harrow and cultivator, which were removed to auction and sold in accordance with the attached itemised auction sheet. The net proceeds from this sale totalling \$6.88 have been credited to you.

You declared the sum of \$85.70 as being owing to you by Mr. S. Genta but you acknowledged having received payment of this direct in your letter of the 16th July, 1945. At a later date you also made claim for the sum of \$49.00 covering wages owing by Mr. Jensen. Collection of \$41.00 was made by the Custodian in this account, as you agreed to an \$8.00 reduction for wood purchased. The amount of this account was paid to your daughter upon your request of 14th February, 1944.

You declared you were the holder of \$100.00 in Victory bonds and \$15.00 in War Savings Certificates, and also stated that you had a bank account and safety deposit box at the Bank of Montreal at Haney. None of these were brought under control by the Custodian.

You declared a \$200.00 share interest in the Maple Ridge Co-operative Union. This Co-operative is being liquidated under instructions from the Custodian, and upon completion of this liquidation you will be entitled to your portion of the proceeds.

According to the records of the Western Canada Hop Co-operative Union, you are the holder of a number of its shares. No action has been taken by the Custodian regarding this Co-operative.

Attached hereto is a complete statement of your account at this office and you will notice that your credit balance is \$3073.24. We are enclosing a cheque in the amount of \$2000.00 from these funds, the balance of which will be sent to you upon your requesting it.

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

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA

5
c/o 133 Victoria, St.
Kamloops, B.C.
January 10th./46.

District Superintendent
Veteran's Land Act,
518 Rogers Bldg.
Vancouver, B.C.

Dear sir:

I have been informed by Mr. W.C. Daniel, district welfare officer for Vancouver, to make direct inquiry to you regarding the sale of a certain property located in the municipality of Maple Ridge. (Description of the said land. 19, 20, 21. North-West Quarter, Section 15, Township 12, County of New Westminster.)

This property is registered under the name of (Kaiohi Imada) my father.

In 1943, The Custodian informed us that the house had been completely destroyed by fire. Also that if it carried insurance to let them know and they would make arrangements to forward the benefits to us. Immediately we sent a reply with all the necessary informations. Later we were told that the property had already been sold therefore the benefits were assumed by the purchaser.

Had the property been sold prior to the date of fire, I'm sure that they could of informed us sooner, not half year later. I feel that there is quite a injustice done on our part, and would greatly appreciated if you can give me the full details on when the transaction had taken place between the V.L.A. and the Custodian.

Yours truly-

EX--B 123381

T. Imada



20th January, 1947.

Mr. Naichi EMADA,
Reg. No. 13674,
133 Victoria Street,
Kamloops, B.C.

Dear Sir:

Your son wrote to the Veterans' Land Act Office on your behalf and they have forwarded same to this office for our attention.

We have on different occasions written to you giving you full details of the sale of your property, which sale, took place as at the 1st January, 1943, as was outlined in our letters to you of the 30th May, 1944, and the 10th December, 1945. If you will refer to our letters regarding same, you will realise that as the sale of the property took place at that date, and as your account was refunded with the sum of \$27.46, being unexpired proportion of the insurance policy covering the property, the Veterans' Land Act were responsible for the property after that date, and were entitled to collecting any loss from the insurance policy.

Your letter of the 17th January, has also been received relative to the Maple Ridge Co-operative Produce Exchange. Distribution of the proceeds derived from the sale of the Co-operative has not been distributed, but when distribution is made we will advise you. For your information, I understand distribution will be made at least at 100% on each dollar invested.

Yours truly,

W.E. Anderson,
Office of the Custodian.

WEA:HA

J. Arthur MacLennan

BARRISTER AT LAW, SOLICITOR
NOTARY PUBLIC

TELEPHONE: TATLOW 4354

430 Rogers Building,

511 BANK OF NOVA SCOTIA BUILDING
602 HASTINGS STREET WEST

Vancouver, B.C.

May 18th, 1949

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

E. ACUATION SECTION	
No. 1	MAY 19 1949
File No.	<i>[Signature]</i>
Ans.	
Referred	

Attention: Mrs. MacArthur

Dear Sirs:

Re: Estate of Kaichi Imada, Deceased.

Further to your telephone request today I wish to confirm that on the 18th day of August, 1948, Letters Probate in the estate of Kaichi Imada, deceased, were granted to Ito Imada of North Kamloops and Toshio Imada of Luce Lake, B.C. Copy of the Letters Probate was filed with the Honourable, Mr. Justice Bird, Commissioner on the Japanese Claims Inquiry. I have the original Letters Probate in my office should you desire to see them.

Yours truly,

[Signature]
J. A. MacLENNAN

JAM/CM

NOT VALID UNTIL SIGNED BY
AN AUTHORIZED OFFICER

DOMINION OF CANADA
SUCCESSION DUTY ACT

S.D. 50
REV. SEPT. 1948

CONSENT TO THE TRANSFER OF PROPERTY
(NOT VALID TO RELEASE PROPERTY, DELIVERY OF
WHICH IS PROHIBITED BY SECTION 50 OF THE ACT.)

SERIAL NO **AC 08837**

IN THE MATTER OF THE ESTATE OF

DATE May 28th 1949

Kaichi Imada,

WHO DIED ON Feb. 24th 1947

TO ALL PERSONS:

WHO MAY ON CONSENT "DELIVER, ASSIGN, TRANSFER, PAY OR PERMIT THE DELIVERY, ASSIGNMENT,
TRANSFER OR PAYMENT OF ANY PROPERTY" TAKE NOTICE THAT CONSENT IS HEREBY GIVEN TO THE DELIVERY,
ASSIGNMENT, TRANSFER OR PAYMENT OF—

///200 shares Maple Ridge Co-operative Produce Exchange///



DEPUTY MINISTER OF NATIONAL
REVENUE FOR TAXATION

DOMINION SUCCESSION DUTIES OFFICE AT Vancouver, B.C.
BY 
AUTHORIZED OFFICER

May 20, 1949.

J. Arthur MacLennan, Esq.,
Barrister and Solicitor,
430 Rogers Building,
Vancouver, B. C.

Dear Sir:

Re: ESTATE OF KAICHI IMADA, DECEASED.

We acknowledge with thanks your letter of May 18, advising that Letters Probate in the above Estate were granted to Ito Imada of North Kamloops and Toshio Imada of Luce Lake, B. C.

We enclose Custodian cheque payable to the Executors, which we would be pleased to have you pass on to them. These funds represent redemption value of 200 shares of Maple Ridge Co-operative Produce Exchange which was liquidated by P.S. Ross & Sons. We understand that the share certificates were in the possession of Kaichi Imada at the time of his death and we would appreciate it very much if you would ask the Executors to send these certificates, as listed below, to the Custodian's Office in Vancouver:

#684	-	31 shares
# 5	-	24 shares
#576	-	49 shares
#457	-	39 shares
#163	-	23 shares
#257	-	34 shares

Yours very truly,

AGM/AG

A. G. McArthur,
Office of the Custodian.

File No. 6996
Reg. No. 13674

Kaloni IMADA

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1963 January 1	Credit re Sale of Property		\$3,004.46	
	Land Registry Office - Certificate of Endorsement-2	2.00		
January 8	Pacific Co-Operative Union cheque		340.00	
February 18	Cheque to you	200.00		
February 22	J. Jensen - on account labour claim		41.00	
March 4	Western Canada Hop Co-Op. Union		87.90	
May 5	Cheque to you	100.00		
July 19	Fire loss payment		51.00	
1964 February 14	Mr. Hayden - cheque	41.00		
March 25	Cheque to you	100.00		
1965 April 10	Proceeds Auction Sale		6.88	
April 23	Legal fees	15.00		
		\$ 458.00	\$3,531.24	

CR \$ 3,081.36

CR \$ 3,073.24

STATEMENT OF ACCOUNT - Kaichi IMADA

File No. 6996

Registration No. 13674

1943

		<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
Jan. 1	Credit re Sale of Property	\$	\$3004.46	\$
	Land Registry Office C. of E. (2)	2.00		
8	P. C. U. Cheque		340.00	
Feb. 18	Cheque to you	200.00		
22	J. Jensen on a/c labour claim		41.00	
Mar. 4	Western Can. Hop Co-Op. Union		87.90	
May 5	Cheque to you	100.00		
July 19	Fire loss payment <i>for chattels burned May 5/43</i>		51.00	

1944

Feb. 14	Mrs. Hayden cheque	41.00		
Mar. 25	Cheque to you	100.00		

1945

Apr. 10	Proceeds Auction Sale <i>of chattels found on premises of the fire</i>		6.88	
23	Legal Fees re sale of property	15.00		
Dec. 12	Cheque to you	2000.00		

1946

Jan. 12	Cheque to you	1073.24		
		\$3088.24	\$3088.24	

Nil

IN THE MATTER OF THE "INJURED ACT"
ART. 2. REVISED STATUTES OF CANADA 1857. CHAPTER 22.

PARLIAMENT PROPERTY CLAIMS COMMISSION

B E F O R E

(THE HONOURABLE MR. JUSTICE H.L. KIRK, COMMISSIONER).

20

Ottawa, P. C.,

December 8th, 1947.

IN THE MATTER OF THE CLAIM OF

MRS. J. M. LEAH

PROCEEDINGS AT HEARING.

BY APPEARANCES:

J. M. C. HENDER, Esq.,

appearing for the
Dominion Government.

J. A. McLENNAN, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

G. H. R. UPTON, Esq.,

Official Interpreter.

T. P. HENDERSON, Esq.,

Official Reporter.

20

2
Mrs. I. Imada,
Direct Exam.

MR. HALLAHAN: I am appearing for the Claimant, my
lord. I will call Mrs. Imada.

MRS. IYO IMADA, called:

THE COMMISSIONER: Just a moment, Mr. Secretary. You
have sworn the Interpreter?

THE SECRETARY: Yes, he has been sworn, my lord.
Would you repeat the oath to her, please,
Mr. Upton?

10 THE INTERPRETER: She does not seem to understand the
meaning of this.

THE COMMISSIONER: You might just explain it to her
again.

(Interpreter repeats oath).

THE COMMISSIONER: You might just explain what your
difficulty is to me, Mr. Interpreter.

THE INTERPRETER: She does not understand what it
is, and I have asked her to repeat it after
me.

20 MR. HALLAHAN: My lord I have the son of the claimant
here. Is it all right for him to speak to her
and explain it?

THE COMMISSIONER: Yes, quite.

(Natali Imada explains oath to
witness).

MR. HUTTON: Are you sure she understands the meaning
of it; because unless she does she can hardly
really be considered sworn?

THE COMMISSIONER: I did not hear you, Mr. Hutton.

MR. HUTTON: Apparently she doesn't understand
30 the meaning of this Oath at all, my lord.

3
Mrs. I. E. Smith,
Direct Exam.

she can hardly be considered sworn if she doesn't understand it.

THE COMMISSIONER: I am in the hands of the interpreter in that regard. Mr. Interpreter, what has the witness said in response to your translation?

THE INTERPRETER: She has repeated it, but she said she didn't understand the meaning of it. It was obvious she did not understand the meaning of it.

THE COMMISSIONER: Can you paraphrase it by conveying to her she is swearing to speak the truth, the whole truth and nothing but the truth?

THE INTERPRETER: She understands she is to speak the truth.

THE COMMISSIONER: Is that satisfactory to you, Mr. Egan?

MR. EGAN: Yes, my lord.

THE COMMISSIONER: I will have to take it as it is, but it is pretty difficult to convey it to her. What do you say, Mr. McManus?

MR. McMANUS: My lord, I understand my friend will be filing in this case the same appraisal report. It will be referred to, but I don't want to put it in as part of our case. I understand my friend is going to file a copy of the same appraisal report in every case.

MR. EGAN: That is correct, my lord. I won't file it now, but I will later. I am willing it be used now.

4
Mrs. I. Iwada,
Direct Exam.

THE COMMISSIONER: When you say later, are you referring to cross-examination or when the Government presents its side of the case?

MR. HAYES: That is when I was going to propose to put it in.

THE COMMISSIONER: In the meantime it is furnished to Mr. McLeannan so that he is made aware of its contents.

MR. HAYES: That is correct, my lord.

20

Mrs. ITO IWADA, being first duly sworn,
testified as follows:

DIRECT EXAMINATION BY MR. McLENNAN: (Through Interpreter):

Q Mrs. Iwada, are you the widow of Raichi Iwada?

A Yes.

Q And when did he die?

A The 24th of February of this year.

Q I am showing you a document. Have you seen that before?

A Yes, she has seen this before.

20

Q Is that the last Will and Testament of your late husband?

THE COMMISSIONER: Mr. McLeannan, if you were to ask her to identify the signature on it, would that not meet the situation? I presume we can read it. Is it in English?

MR. McLENNAN: It is in English, yes, my lord.

Q Is that the signature of your late husband?

A Yes.

MR. McLENNAN: My lord, I would rather not file

30

this as an exhibit. This is the original will

and has never been probated yet. May I show it to your lordship? It recites the claimant here is the sole beneficiary, and there are two executors named in the will.

THE COMMISSIONER: I think you had better file a copy, Mr. Melman. Is it satisfactory to you, Mr. Foster, that the original be not filed?

MR. FOSTER: Yes, my lord.

10 THE COMMISSIONER: Mr. Secretary, will you mark the original and leave will be given to counsel to substitute a verified copy.

MR. FOSTER: My lord, I don't know whether you noticed it, purely on the question of continuity, that while the widow is the sole beneficiary, the widow and a son are the executor and executrix. I don't know about your law not here, as to property vesting in the executors, and so forth.

20 THE COMMISSIONER: There has been no probate as yet. I presume that you do propose to probate the will?

MR. MELMAN: My lord, we have had no instructions in that connection, but it should be probated.

THE COMMISSIONER: How can I recognize a claim by the widow until it has been established that she or somebody else acquired this property under the terms of the will?

30 MR. MELMAN: My lord, insofar as your recommendation would go, would it not be that it might be that so much money would be recommended to

Mr. J. L. Smith,
Agent.

be paid to the person who was entitled and that she or someone would have to show that he or she was entitled at the time the payment was made?

THE COMMISSIONER: I think you ought to clear up that difficulty, Mr. Salomon.

MR. SALOMON: Yes, my lord.

THE COMMISSIONER: Then I may take it you will undertake to produce the will, then the claim can be dealt with on the footing that this lady and her co-venturer are the parties entitled.

MR. SALOMON: Pardon me, my lord, in order that I may get instructions. Yes, my lord, I have now received instructions to proceed with the proceeding and it will be done.

My lord, I would like to obtain a copy of the claim which has been filed in this connection so it may be identified.

THE COMMISSIONER: Very well.

MR. SALOMON: Of Mr. Smith, is this the claim form which you have filed in this Commission?

A Yes.

Q And that is your signature (indicating)?

A Yes.

MR. SALOMON: I would ask that be marked as an exhibit, my lord.

THE COMMISSIONER: The will should be marked first as Exhibit No. 1 and the claim as Exhibit No. 2.

(WILL MARKED EXHIBIT No. 1)

(CLAIM FORM MARKED EXHIBIT No. 2).

MR. BELMONT: Or Mrs. Lundy, you have made a claim
for the value of your real property as
\$7,335.00?

A Yes.

Q Can you tell his Lordship how you arrive at that
sum?

A That is the cost of the building as she bought
it, together with the improvements she made.

Q Do you recall what you paid for the land?

10 A She bought it at the Tax Sale for \$650.00.

Q Was that all of it or part of it?

A That is your question again?

Q Was that \$650.00 for all of the 16 acres, or
part of it?

A She said that the \$650.00 was for the land and
she bought eight acres.

Q Well, maybe, Mr. Interpreter, we can shorten
this. The \$650.00 was for about half the prop-
erty, was it?

15 A She says ten acres was for the \$650.00.

Q And when was that bought? Just ask her the
question, when?

A 1924.

MR. BELMONT: That was what?

THE INTERPRETER: The six acres bought in 1924, or
ten acres, rather.

MR. BELMONT: Ten acres.

THE INTERPRETER: She bought ten acres two years
afterwards.

20 MR. BELMONT: Or Yes, for how much?

Mrs. I. Linda,
Direct Exam.

A \$500.00.

Q For the same amount?

A She is thoroughly mixed up. What is it you want to get at exactly?

Q Would you ask her if she paid \$500.00 for another part of the land a little bit later on?

A She paid the \$500.00 and bought the first lot and she paid \$500.00 for the second one.

10 THE COMMISSIONER: Q Now what savings was there in the \$500.00 purchase?

A Six acres and one-half.

MR. HOLMES: Q Mrs. Linda, would you tell me what crops were in at the time of the evacuation? I am showing you some notes that you have made in that connection.

THE COMMISSIONER: Wait a minute before we go on to crops. She has put a total value of \$7,935.00 on the lands and improvements.

MR. HOLMES: Yes, my lord.

20 THE COMMISSIONER: You have dealt with lands. Oh, I see, you are now going to prove an additional sum as value of crops, is that it?

MR. HOLMES: As value of crops, and showing how she arrived at this figure, my lord.

THE COMMISSIONER: Very good.

30 MR. HOLMES: Q: Would you proceed, Mrs. Linda, and tell his Lordship? You have accounted now for \$2,450.00 of that \$7,900.00. Would you tell her that, Mr. Interpreter? How was the rest made up?

A The house.

Q What value did you place on the house?

A \$12,000.00.

THE COMMISSIONER: Now, Mr. McManus, let us not be confused here. You started out to deal with that.

MR. McMANUS: Yes, my lord.

THE COMMISSIONER: Is the witness now disposing to the cost of the house? You use the term "value".

MR. McMANUS: Yes, my lord.

Q What did that house cost to build, do you know?

A She says she is not certain about that, but to build the house \$1200.00.

MR. McMANUS: Q Is that correct?

A She says she is not certain. Her husband put it up. She says she thinks the cost of erecting the building, work and labour, was about \$1200.00.

MR. McMANUS: Q When was that?

MR. A 1925. That would be about twelve years ago. Yes, twelve years ago. She said about twelve years ago.

Q Was the place in crop at the time of the examination?

A She said she had some crops there.

Q What crops were there?

A Apples, pears, cherries, green sage plants. About ninety trees.

MR. McMANUS: My lord, this witness is obviously confused in one or two matters. Her son will

to call negative evidence and we will leave the question of valuation until we call the son.

Q Would you describe the house which was on the farm?

THE COMMISSIONER: Just one moment, Mr. Melanson.

We are dealing with a difficult witness, in any case, and I have no doubt there will be evidence from expert valuers, and so on, who will describe these premises. Would we not be well advised not to waste time with such a witness as this in describing the house? However, I do not want to stop you, Mr. Melanson.

MR. MELANSON: That is very true, my lord. I think that is up.

Q Mrs. Iwata, do you know what the earnings from the farm were in the year 1941?

A The crops she used most of them for her own personal use.

Q Were berries and hops produced?

A I don't know what the Japanese for "hops" is.

Q I am instructed it is the same word, "hops".

A In two years \$500.00 from the hops. She said when she overheard that the price of the crops, the man from Seattle said he would buy them for a thousand dollars or fifteen hundred dollars.

THE COMMISSIONER: Oh Now, I am sorry but I did not hear the last part of the answer.

A That when she overheard, the price of the hop crop she had been offered from a thousand

Mrs. I. Benda,
 Direct Exam.
 Cross-Exam.

dollars to fifteen hundred dollars from Berlin.

MR. BELMONT: Q: Mrs. Benda, Edward Benda is here today and he is your son?

A: Yes.

Q: And was he living on the farm before the execution in 1947? As Yes.

MR. BELMONT: My lord, I am going to call the son the understands English.

THE COURT: Very well.

10 MR. BELMONT: I rather hesitate to go the this, my lord. Some of her answers are so indirect and at variance with what we have. I wonder if she has any clear recollection.

CROSS-EXAMINATION BY MR. BELMONT:

Q: Ask her how many acres she had there altogether?

A: Fifteen one-half acres.

Q: Fifteen and a half acres. Ask her whether she would say I was wrong if I suggested she had fifteen and a half acres?

A: She says that it is fifteen and a half in her estimation.

Q: That's fine. Why do you consider your house to be worth \$2000.00?

A: From the start, the shipping and the basement and the cost of the carpentry. She put flooring from the basement right up. Then after that she paved the whole place.

Q: Did you know it cost you \$2000.00 to build that house?

20

Mrs. I. B. B. B.
Cousins.

A She said yes.

Q Then where is the difference between the \$1000.00 and the \$1500.00? Where does she get that idea?

A She can't make that out. She has come back on this \$1000.00, you see. Now, this is what she says, the \$1000.00 is what she paid, she thinks, and the difference of \$1500.00 was for the repairs and improvements to floors and one thing and another like that.

Q This house was on the land when they bought it?

A She said no.

MR. BENTON: I think perhaps we better have the son, my lord.

THE COMMISSIONER: This witness is not very satisfactory.

MR. BENTON: Either she doesn't understand the questions or she hasn't the knowledge, I don't know which. We seem to be getting into a greater and greater contradiction.

THE COMMISSIONER: Mr. McManus, is the son able to speak to matters that the mother has been dealing with?

MR. McMANUS: Yes, he is.

THE COMMISSIONER: Under the circumstances, Mr. Benton, I think you are probably wasting time by attempting to cross-examine.

MR. BENTON: Yes, I think so.

MR. McMANUS: She obviously doesn't understand the Interpreter. I think it is her nervousness.

12
E. Lusk,
Direct Exam.

probably, my Lord.

THE COURT: That is all, then, thank you,
Mr. Lusk. You do not wish to cross-examine
my father, Mr. Barker?

MR. LUSK: I don't think it will serve any useful
purpose, my Lord.

THE COURT: I entirely agree with you.

(Witness exits)

13
RECALL: Mr. Lusk, a witness called on
behalf of the claimant,
being first duly sworn,
testifies as follows:

THE COURT: Of Lusk, you have sufficient
command of English to have the examination
conducted in English?

A Yes, I believe so.

THE COURT: If you have any difficulty and
with the aid of the Interpreter, do not hesitate
to ask for it. All right, proceed, Mr. Lusk.

14
DIRECT EXAMINATION BY MR. LUSK:

Q Mr. Lusk, your mother in her claim is showing
the value of the farm as \$7500.00. Do you know
how that valuation is arrived at?

A That value includes land which value is
\$2500.00 and a house --

Q Just a moment. What is the value of the land
at \$2500.00. Is that what it was?

A That is the price paid for the land.

Q Do you know when it was purchased?

15 A In 1904 and 1906.

Q Part of it in 1967?

A Yes, and 1968.

Q And that accounts then for \$14,500.00 of the value?

A That is correct.

Q And has there been a value placed upon the house?

A The value placed upon the house is \$1000.00.

Q On what was that based?

A On the material and labor -- material and labor.

10 Q Was that cost, or was it somewhat increased in value?

A That is the cost.

Q When was the house built? At 1955.

Q And that accounts, then, for \$4,400.00?

A That is correct.

Q Where is the balance made up?

A The balance is made up in two ways of five acres, valued at \$100.00; raspberry and strawberry both together five acres at about \$90.00.

10 Q THE COMMISSIONER: Of the two ways again was what -- \$100.00?

At Two
the two ways.

MR. McLENNAN: Q And the two ways savings?

A It is approximately five acres. It was, oh, 5-6 or something that we say increased five acres. And the fruit trees. There were nearly fruit trees. The youngest were three years which we value at \$5.00 apiece. That brings the total to \$100.00 and a quarter acre of raspberries. The value of that is \$100.00. That

E. Evans,
Direct Exam.

is the estimate of the steps only, and then there is other out-buildings. The barn value is \$500.00, that is the cost of labour and material.

Q That is the cost of labour and material?

A The cost of labour and material, yes, and the poultry house valued at \$250.00. That is the cost of material also.

THE COMMISSIONER: Q When was the barn built?

20 A That was built after the house. In 1934, around there.

Q And the poultry house?

A That is also after the barn. 1934, the same year.

Q How much for the poultry house?

A \$250.00. And there was a wellhead and the well. The well was in the wellhead with the pump. We value that at \$100.00, and the garage, the value \$50.00. That is just the materials, and there was a picture house used as our old first house, but we value it at \$50.00. This brings the total to \$1000.00, and other small improvements which is not mentioned here that we just put it down as \$250.00.

Q I beg your pardon?

A Other small improvements that is not covered by these figures.

MR. HARRISON: Q You mentioned a pump in connection with the well? A Yes.

30 Q And did you have running water in the house?

E. L. Linder,
Direct Exam.

A Yes, it was jumped into the house.

Q And that was left on the farm at the time of the evacuation? At Yes.

Q Was all the land cleared?

A There was about two acres which was uncleared, but ready for clearing.

Q Had the work been cleared off?

A The land? No, the trees were cut down ready to be cleared.

10 Q How far was in the course of doing that at the time of the evacuation?

A Yes.

Q The rest of the farm was under cultivation?

A Yes.

Q Now, was there any drainage provided for the farm? At Yes.

There was drainage in all the cultivated area of the land. There was a ditch.

Q Was there any underground drainage?

20 A Yes.

Q What kind of drainage is that? Would you describe it? At Yes.

The width was anywhere from 12 inches to 16 inches and the depth was anywhere from 2 feet to 4 feet. It was covered by cedar shakes, about two inches thick, and buried, to act as a culvert.

Q There are culverts running underneath the ground, is that not? At Yes.

Q And that is what is called under-drainage, is it? At Yes.

space every twenty or thirty feet apart.

Q For this original cabin that you mentioned on your plan that you valued at \$50.00, what was that used for?

A That was used as a pickers house at the time of our leaving.

Q In the berry picking season, the pickers would live there and stay there, is that right?

A That is right.

15 Q Did your family ever stay in it at the time of the evacuation, or near that time?

A Yes. We had to give up our home and we had to move into the pickers' shack.

Q And it was rain-proof, was it?

A Yes.

Q Was it used for any other purpose such as for storage purposes or anything like that?

A After the berry season it was used for storage, yes.

20 Q Was there a fence around the place? Was any portion of the place fenced?

A Yes. The front was mostly fenced, about sixteen hundred feet -- or four hundred feet, rather.

Q Do you know the cost of the fence?

A Yes around \$50.00.

THE COMMISSIONER: Already it is \$750.00 which is in excess of your claim.

MR. McLENNAN: Yes, but I have asked those questions, my lord, in view of the farm appraisal report.

30 THE COMMISSIONER: Yes, all right.

MR. HARRIS: Q Have you any knowledge of the
crop proceeds for the year 1941?

A The net for 1941 was \$510.00. That is the net
after labour, fertilizer, and all was deducted.
That is the net profit for that year.

MR. HARRIS: It was how much?

MR. HARRIS: \$510.00.

Q You say after fertilizer. What did you do in
connection with fertilizing the soil?

10 A Would you repeat that question, please?

Q What was done on the farm in connection with
fertilizing the soil?

A Well, every year there was about four to six
tons of fertilizer used.

Q What was the nature of the soil in that farm
compared to surrounding farms?

A It was one of the best lands there.

Q Do you know a man named Houghton?

A Yes, he was our neighbour.

20 Q On which side? A He was
on the north side.

Q Have you any knowledge of the size of his farm?

A Yes, he had five acres.

Q Did he have a house on it? A Yes.

Q What kind of a house?

A He had a shack on there. He had two lots, one
I know -- that is the one I am speaking of,
which was with a shack on it.

30 Q Do you know whether he sold that farm in the
past few years?

E. E. E. E.
Direct Line.

A Yes. He has written to the brother saying he
sold it for the sum of \$2500.00. That is
five acres with a shack.

Q When did he sell it?

A That is after we left. Around 1943 or 1944.

THE CHAIRMAN: Q Now, you know this, Mr. E. E. E.,
from what this man had told you by letter,
is that it?

A Yes, sir.

MR. ELLISON: Q Before I leave this other point,
what was the nature of the soil on Mr. E. E. E.'s
property in comparison to your father's farm?

A If it was compared to our land it was poor.
It is rocky soil and there was a very thin layer
of earth on top. Mostly clay and rock.

Q Now, was there thistle on the farm at the time
you evacuated?

A Yes.

There was some but you wouldn't say much.

Q Where was the thistle?

A It was

alongside the big open ditch we have running
through our field.

Q In just one small portion of the farm?

A Yes.

Q Was the main house on your father's farm insured?

A Yes, the house was insured.

Q For how much money, do you recall?

A \$250.00.

Q Did it in fact burn down after you left?

A Yes, in January, 1945. No, I beg your pardon,
it was in May.

Q In May of 1945?

A Yes, sir.

Q I am showing you a letter of July 16th, 1943,
addressed to your father. You have seen that
letter before? At Yes.

Q That came from the Custodian's office?

A Yes.

MR. BELMONT: My lord, this reads in part, "The re-
placement value of this dwelling", that is the
dwelling on the farm in question, "using the
cost of material and labour at today's prices
total \$2,832.75". It goes on from there,
"deduction of 25% for depreciation, amounting
to \$708.19 was taken, leaving a sound value of
\$2,124.56". I wanted that before your lordship
for insurance purposes.

THE COMMISSIONER: That is what date?

MR. BELMONT: July 16th, 1943, my lord.

THE COMMISSIONER: That is the Custodian writing the
letter?

MR. BELMONT: Yes. To Mr. Richard Lundy.

THE COMMISSIONER: May I have the figures again?

MR. BELMONT: The replacement value of the dwelling,
\$2,832.75 from which was deducted 25% for de-
preciation, amounting to \$708.19, leaving what
the Custodian called a sound value of \$2,124.56.

THE COMMISSIONER: \$2,124.56.

MR. BELMONT: Yes my lord.

THE COMMISSIONER: You say this was for insurance
purposes?

MR. BELMONT: This was for insurance purposes. The
house burned down and there were negotiations

E. Lusk,
Direct Exam.

for the adjustment of the loss.

THE COMMISSIONER: What is the amount of insurance that the insurance company paid? (\$2000.00)

MR. LUSK: (\$2000.00)

THE COMMISSIONER: When was this property sold by the Custodian in relation to the fire, before or afterwards?

MR. LUSK: Well, it was sold afterwards, my Lord. This is one of the Veterans Land Act transactions. The contract was confirmed about June 1st, 1945, but they have related them back to January 1st, 1945.

THE COMMISSIONER: As for the purpose of sale, the house was taken as if it were standing at the date of sale, is that it?

MR. LUSK: Yes, my Lord, yes.

Q Now, Mr. Lusk, there has been a claim made on behalf of your mother in connection with haps wire and posts for (\$250.00. What have you to say about that? What is this haps wire?

A Haps wire is what they use to hang up the haps, and half of these were still left unused in the house.

Q And some of them were stuck into the soil, I suppose? A Yes, they were used.

Q And the valuation of (\$250.00 that your mother has placed on it, what have you to say about that? A The value

of the wire and the posts. The posts were

Ex. 100-10
Direct Exam.

15 feet long and covered the entire four acres.

Q 15 feet long. How often would you put in a post?

A They would be good for at least ten years. Ten to fifteen years.

Q And what distance would the posts be apart?

A Roughly, I would say, 20 feet.

Q And the wire would extend over the whole four acres, would it?

A Yes.

Q And it did?

A Yes.

Q In your opinion, is the \$250.00 a proper valuation?

A That is

under the value of the wire, but we just left it at that.

THE COMMISSIONER: Q Just let me understand this.

You say the loop wire and posts on the five acres which you valued at \$250.00 -- oh no, that was for your scope?

MR. HANCOCK: That was for the scope, my lord. This was valued at \$250.00.

THE COMMISSIONER: Q It was worth \$250.00?

A Yes.

MR. HANCOCK: Q What date was the family evacuated from that place, do you know? What date did you leave or were you evacuated and had to leave?

A It was in August. August 1942, around there.

Q 1942?

A 1942.

MR. HANCOCK: Yes, that is all, thank you.

Your witness, Mr. Hancock.

EXAMINATION BY MR. HENRY

Q Mr. Lundy, when you left the farm or before you left, did you put it under lease?

A Yes, we leased it to Mr. Jensen.

Q And what were the terms of the lease?

A The crops of that year for \$500.00, and the rent was \$10.00 a month for the lease. It was just for the year.

Q The crops were considered to be worth \$500.00?

20 A Yes.

Q And the crops in 1942, what you consider to be worth \$500.00, in fact you received \$300.00?

A Yes.

Q There is quite a discrepancy there, how do you account for it? A: As that

they we had to take the loss. Either leave it there to rot or take it.

Q Why did you have to take a loss?

A We had to leave. There is no alternative but to leave. We couldn't stay to harvest the crops, that is one reason.

Q Was 1942 a good year or a poor year?

A It was an average year.

Q I put it to you it was a very good year, as I said?

A: Well, we considered it the average. Of course, around 1940 things were different to around 1941.

Q Isn't it generally recognized that 1942 was one of the best years you had in all your years?

20 A Well, that I don't remember.

- Q Didn't remember?
- A Because they were selling you berries for 3 cents a pound. You don't sell that good, I am sure.
- Q Let us go into this crop. Are you claiming for the crop here, or what? I notice you are claiming so much for hogs, and so much for fruit trees.
- A That is for the plants.
- Q That is for the plants, is it?
- 20 A Yes, and what is ready to bear.
- Q You are not claiming for the crop?
- A No, that is sold.
- Q You have sold that? A Yes.
- Q Now the five acres of hogs, why do you value that at \$500.00?
- A It is the number of so many plants and this is the third year.
- Q Yes, and where do you arrive at \$500.00?
- A Well, the same way you value a fruit tree.
- 20 Q Yes, and how do you know the market value of five acres of hogs at \$500.00?
- A That is hard to say, but placing a value of so much a plant.
- Q Aren't you just guessing when you say \$500.00? You don't know what you could sell those for, do you?
- A Of course I am certain no one would sell them for less than that, the five acres.
- Q You don't know, do you? A No.
- 20 Q Did you ever sell five acres of hogs?

- Q On page 1 I have seen them.
- Q What did they call them?
- A Until that time no one called us, so we didn't come to a conclusion about prices.
- Q Yes. What about your fruit trees? What kind of trees were there? A They were all kinds, apples, pears and green gages -- all kinds.
- Q And how many trees were there?
- 20 A There were approximately ninety.
- Q And you valued them for how much?
- A At \$1.00 apiece.
- Q \$1.00 apiece, and they were how old?
- A These I mentioned were three years. There were ten and twelve year old ones.
- Q How many of each? A A bunch of the different trees.
- Q Yes, of each. A tree doesn't come into production until it is seven years old, does it?
- 20 A Yes.
- Q What trees come in before that?
- A Well, green gages and pears. They are ready in about four years.
- Q How many four-year old green gage trees did you have? How many trees did you have in production in your orchard?
- A There were about 75% all bearings.
- Q About 75%? A: About 75%.
- Q And do you know what the sole value of fruit trees in the Finger Valley is?
- 20

A No.

Q Or was it that time, rather?

A Well, those values we placed on them, we haven't checked on that, but according to what we heard about the prices, we just placed it at \$5.00.

Q If I were to say they were selling for \$1.00, would you say I am wrong?

A Yes, you couldn't get one.

Q I am talking about the line of fruit trees on
10 the

At Yes.

Q The line of fruit trees. The trees are estimated to be worth \$1.00. You would say I am wrong, would you?

At Yes.

Q That is fine. These fruit trees -- would you say \$2.00 was wrong?

At Yes.

Q In other words, you are saying they were worth \$5.00 at the time? On that land at that time was 75% of the trees in production, or whether there were any in production or not, you estimated you should get \$5.00 a tree, is that correct?

At Yes.

Q Let us go on to the asparagus. A quarter of an acre, (2000.00). How do you estimate that?

A That is so much a plant and it was about the third year. The first year it is yielding little, but around the third year is when you get it full. I just don't know how to say it.

Q If you sold a quarter of an acre of land with asparagus on it, what would you get for it if it was good land?

20

A A quarter of an acre of land?

Q Yes.

A1 Just the

land with the crop?

Q Just the land alone. We will care to the crop
later.

A1 I suppose

of present?

MR. SMITH: My last time is with a different
question to answer. It would depend on what
it is I suppose.

Q MR. SMITH: I am asking you a question as to the
value of the land in the hands
of the owner.

MR. SMITH: If the witness is able to estimate
the value of the crop he should be able to value
it down.

MR. SMITH: Is there any more you know that that
is it worth an acre?

A An acre is worth anywhere from \$100.00 to \$200.00.

Q Is it is worth \$100.00 to \$200.00 an acre?
A Yes, you can divide it by four and you would
have the value of a quarter of an acre, or is
I making a false statement?

Q That is right.
A Yes, that is right.
Q Now, if I have a quarter of an acre of land, and I have a crop
of cotton on it, and I want to know the value of the land
and the crop, would you be able to tell me the value of the
land and the crop?

MR. SMITH: Yes, I would be able to tell you the value of the
land and the crop.

A A quarter of an acre of land?

Q Yes. As just the land with the crop?

Q Just the land alone. He will come to the crop later. As A quarter of an acre?

MR. HOLMQUIST: My lord, this is such a difficult question to answer. It would depend on where it is, I suppose.

10 MR. HERRING: I am talking about a quarter of an acre of good land on his farm.

THE COMMISSIONER: If the witness is able to estimate the value of the crop, he should be able to knock it down.

MR. HERRING: Q. Come on, surely you know that. What is it worth an acre?

A An acre is worth anywhere from \$150.00 to \$200.00.

Q So if it is worth \$150.00 to \$200.00 an acre, surely you can divide it by four and you would have the value of a quarter of an acre, or am I making a false statement?

A That is with the crop?

Q I will ask you about the crop later. I am asking what the lands were worth. Forget the crop. What is the land worth without a crop on it, if it is good land, ready to plant?

A Anywhere from \$150.00 to \$200.00.

Q \$150.00 to \$200.00. Now that is a very interesting figure. How do you arrive at it?

20 A The sale of neighbour's land.

Q That neighbor's land?

A Mr. Houghton.

Q That happened in 1943 or 1944, but I am talking about the lot of January, 1943. How do you know what it was worth then? You don't know, do you? I suggest you haven't the faintest idea, isn't that fair? Were there any sales nearby where you knew the price per acre of cleared land?

A Yes. It was anywhere from \$150.00 to \$200.00. By which purchased some land.

Q Let's see where those are, those purchases. We want to see if that is the price.

THE COMMISSIONER: Or do you know of any particular lands that were sold at the prices you speak of?

A Adjoining ours our uncle, I remember, -- there were eight acres and he paid a thousand dollars for it. That is rough, uncleared bush land.

MR. HUTTON: Or where is that? Let us get the full particulars of it, we want to check it in the Land Registry Office.

A The other side of our road.

Q The little parcel?

A My uncle's.

Q What is his name?

At Ye Bunde.

Q What is the first name?

A Ye.

Q Just the initials?

At Yes.

Q All right, where is his land?

A Across the road from our place, facing our land.

Q He had eight acres, you say?

A Yes.

Q Are you sure of that?

A I am quite certain of that.

Q All right. You said he sold what?

A He purchased that land himself.

Q He purchased that land when?

A It was about -- it must have been about two years prior to conviction.

Q That was in 1939?

A Yes.

10 Q Well the year I can't be definite about, but approximately around there.

Q And he paid a thousand dollars?

A Yes.

Q What did that thousand dollars include?

A Just the cash land.

Q This was cash land, not shared at all?

A No.

Q Was there any building on it? A No.

Q Nothing on it, and no improvements of any kind?

20 A No, nothing.

Q And he paid a thousand dollars. You are absolutely sure of that?

A Well, memory is different but that is what I heard.

Q Didn't tell you he paid a thousand dollars?

A Yes, that is what they were telling me, you see.

Q Did your uncle tell you that?

30 I heard a lot of rumormongers of what people paid for property, but do you know?

A Yes, I believe it was my uncle told me that.

Q You think so, but are you sure of that?

A Yes, sure.

Q You would swear to that, would you?

A Yes. I wouldn't swear to it because it is years ago. It is hard to recall. It was when I was still younger. That happened two years ago is hard to recall offhand.

Q That is \$25.00 an acre, is it? Do you know of any other land? That was bought two years before, but do you know of any land that was bought in 1942 or 1943?

A I believe not. I wasn't interested in the farm at all in those days. I had no interest in those days.

Q You have nothing aside from this one individual purchase you mentioned two years earlier upon which to give me the value of property as of the 1st of January, 1943?

A Yes.

Q You mean yes or no?

A Could you repeat that again, please?

Q You have nothing, aside from this one purchase, to indicate to me the value of property in 1942 or the first of January, 1943?

A Not personally I haven't, but mother could help me out on it if I were to ask her. Maybe she would know something.

Q Let's get back to this house, or let me put it this way. You say in 1941 you had received

\$330.00 for the crop, not profit? Was that
not profit?

A That was not profit.

Q Not from what? What is, how do you calculate
your net profit?

A After paying out for fertilizer and the pickers
and trucking.

Q That is not including labour charges, or anything
like that?

10 A The pickers' labour.

THE COMMISSIONER: Q Does it include your planting
and the work you did with your own family?

A Yes.

MR. HUNTER: Q Now, you say you sold for \$600.00, was
it, the crop in 1947?

A Yes.

Q What did you estimate the value of the crop to
be in 1947?

As May I ask

whether these questions? She is now smiling
with them.

20

Q You just answer it. If you can't answer it, just
say you don't know.

A Well, I don't know it.

THE COMMISSIONER: Mr. Hunter, have you any objection
to the witness obtaining this information from
his mother? On an inquiry of this nature, we
can take evidence other than that which would
be received in a trial court, for what it is
worth.

30 MR. HUNTER: I have no objection, my lord.

THE COMMISSIONER: Q I think you might get that information, then, from your mother.

A Yes, just the structure alone. She says \$3,000.00, that is just for structure alone.

MR. HENRY: Q In other words, you took a voluntary loss or sacrifice of \$3,000.00?

A Yes.

Q You couldn't find anyone who would pay you anything for it, is that correct? This \$3,000.00 I suggest to you that is not what your father showed in his income tax return.

A Well, no, that is -- you see we were working on the farm, too, father and mother and brothers, you see.

Q Yes. As It would be divided, you see.

Q Who owned the farm? As Father.

Q When he was paying you wages, wasn't he?

A Well, no. Japanese do it a different way.

Q What we make, we all have it with the same pay and the expenses we take out of it. What we need, we take out. It is different from Occidental.

Q I suggest to you he didn't show \$3,000.00 in his income tax return. If it was all his money, why didn't he show it as his net profit? How much did he show?

A That I don't know. I am sorry.

Q I suggest that this \$3,000.00 isn't a net profit at all, or he would have shown it in his income

tax return. I suggest there is a lot of labour there that he is paying. You say the answer is he puts it all in the pot and you take out what you want? Isn't that the equivalent to being paid?

A: Yes.

Q: I suggest to you there is no \$3149.00 net profit here at all, or even approaching it?

THE COMMISSIONER: You might find out how many persons were employed, apart from the pickers.

20 MR. HUTTON: Q: How many were employed apart from the pickers?

A: Dad and

mother and three brothers.

Q: And yourself?

A: Yes, I

was helping, too.

Q: Where were you? Were you not working there?

A: Oh yes, I was helping in the berry season.

Q: Were you working some place else?

A: Yes.

Q: Were you living away from home?

20 A: No, I used to live at home but working outside.

Q: Where did you work?

A: At the time

I left, my last employment was Baynes Hill.

THE COMMISSIONER: Q: What it comes down to is this,

Mr. Lundy, your father and mother and you four boys all worked on the farm in the putting in of these crops, is that correct?

A: That is right.

Q: And you didn't receive any wages that were calculated upon the basis of wages, is that correct?

20

A: That is correct.

Q You just received money as you required it?

A Yes.

MR. HENDER: Q Let's go back, Mr. Imbo, to this house. It wasn't there when you bought the property, was it?

A No, it was built.

Q You built it? A Yes.

Q Now, you estimate its value to be \$3000.00, is that it? A Yes.

10 Q Let's see how it is made up? What kind of a house was it? A There was

a full concrete basement. On the main floor there were six rooms, that is including the porch and three upstairs -- three rooms upstairs--the interior all finished.

Q What was the house constructed out of?

A It was lumber.

Q Yes.

20 THE COMMISSIONER: Mr. Hunter, do you think there is any purpose in going into this feature of the matter in view of the insurance report put in evidence by counsel for the claimant?

MR. HENDER: Possibly not, my lord.

THE COMMISSIONER: That, I take it, about the valuation as made by the insurance company, is that right?

MR. HENDER: That is right, my lord which is in excess of the valuation made by the Constable, but we maintain or we are not saying
30 that that is the final valuation.

THE COMMISSIONER: No, but it is probably the best evidence we can get as to real value at that time.

MR. HOLMES: Yes, my lord.

MR. HUNTER: I might add, my lord, when it comes to the insurance there was a further \$200.00 taken off for the foundation which wasn't destroyed by fire, though it won't change the value actually, but there is a difference, and the point comes up of what the building is worth. That is, if you take its replacement value, less depreciation, you may or may not end up with the fair market value.

THE COMMISSIONER: That is quite true.

MR. HUNTER: I was just about to try and find out something about fair market value.

THE COMMISSIONER: Yes, then go on, Mr. Hunter.

MR. HUNTER: Q. Mr. India, you have estimated the value of this house, or rather the cost of it, I believe, at \$3000.00. What do you estimate its fair market value at?

A. At that date or this date?

Q. As of the 1st of January, 1943.

A. Well, in the event of the sale of the house alone, we couldn't let it go for \$3000.00 -- the house alone.

THE COMMISSIONER: Q. Now, just one moment, India. Fair market value, as I understand the law, means this, supposing your father was willing to sell the house at that date, January 1st,

1943, to a person who wished to buy it --

A Yes.

Q -- what price would they have arrived at between themselves as reasonably acceptable to both?

A I believe \$3000.00 would be reasonable for both parties.

10 Q. MR. LUNDY: Q. Do you believe \$3000.00 to be reasonable, but upon what is that belief based? What information have you of similar houses or similar properties selling for \$3000.00? Have you any? What I am trying to get at, Mr. Lundy, is do you know the fair market value of properties of that type at that time, or are you merely guessing or estimating?

A Estimating. One that my friend built cost him about \$3000.00, which was about the same size.

Q The same construction?

A The style was different but the construction was similar.

20 Q I suggest to you, you are confusing the issue. You are saying it cost him \$3000.00 to build a house? A Yes.

Q It cost Sir Henry Pellett of Toronto a million dollars to build himself Casa Loma, which the city later took for taxes. I suggest cost in of some limitation, in relation to fair market value. Do you know of any house of a similar type to your own that sold at that time for \$3000.00 in a similar location?

30 A I can't recall of any. There were a number of

sales but I never bothered asking about the purchase price.

Q So your is just an estimate, isn't it?

A Yes, an estimate.

Q This barn you said cost \$500.00 in 1959?

A Yes.

Q How do you know it cost \$500.00?

A That is a figure we arrived at, supplied by my brother and mother.

10 Q Why do you say "we" arrived? Who arrived at
150 At My older brother
and mother.

Q When did they arrive at that figure?

A They were figuring out last year when we had to
and in the reports.

Q You haven't anything as of that time to tell you
what it cost? Probably it isn't worth going
into.

20 THE COMMISSIONER: Q That, too, is an estimate, I
take it, Mr. Inda, is it?

A Yes, it is.

Q Made by yourself and your mother and your
brother? At Yes.

MR. HUSTON: Q You put four to six tons of fertilizer
into the soil each year. What type of fertilizer
was it, Mr. Inda?

A Bone meal and fish meal. I don't know what they
call it.

Q A chemical fertilizer? At Yes.

30 Q Now, about this insurance, you say the main house

was insured for \$2,000.00, is that correct?

A Yes.

Q This \$250.00 for these posts and wire, how many posts were in the barn?

A How many posts were used in that average, you mean to say?

Q How many posts were in the barn is the question I asked you?

10 THE COMMISSIONER: You misunderstood him. As I understood his answer, he was referring to posts in the hay field, is that not right?

MR. McLENNAN: That is my understanding, my lord.

MR. HESTER: Q I understood you to say a number hadn't been placed in the hay field but were in the barn. Did I misunderstand you?

A You misunderstood me.

Q They were all in the hay field, were they?

A Yes, it was the wire that was left in the barn.

Q How much wire was in the barn?

20 A Well, my mother can give me the figure on that.

THE COMMISSIONER: There is no claim for cattle there.

MR. McLENNAN: No, there is not, my lord.

MR. HESTER: Q The soil next door to you, I think you said was pretty poor?

A It was inferior as compared to our land.

Q Why was that? Was it on a different type height or level?

A There is

lots of rocks. It was rocky soil.

30 Q How we have been told by your mother that you had

fifteen and one-half acres. I notice here when it has been carefully measured by the D.L.A. engineers, they find you have approximately fifteen and a half acres.

A I guess that is after as many feet are taken off for the road and the corners.

Q You are willing to concede then for the purposes of agriculture there may only be fifteen and one-half acres, are you? A Yes.

10 Q And he gives certain averages for crops. I wonder if I could verify those with you or would you have sufficient knowledge to verify those? Have you familiar enough with the crops to know whether those figures are correct?

A Yes. In some questions I may need help from others.

Q When I say crops, I refer to plants. I know you sold the crops. He says 2.3 acres of new strawberries?

20 A Yes, I guess they are correct.

Q 2.17 acres of second year strawberries?

A Yes.

Q .22 acres, that is one-fifth of an acre, of potatoes?

A Yes.

Q .57 acres of raspberries, roughly one-third of an acre?

A Yes.

Q .39 acres of rhubarb?

A Yes.

MR. HUNT: These will be filed later, my lord.

THE COMMISSIONER: Yes.

30 MR. HUNT: Q: .42 acres fall now? A Yes.

Q .75 acres under asparagus?

THE COMMISSIONER: .23?

MR. HUNTER: Or Yes. 5.75 acres of hops. Is that correct? At Yes.

Q 2.13 acres fallow? At Yes.

Q Is any other woods and thistles. Do you agree it is largely woods and thistles?

A That must be alongside of the wide open ditch across the lot.

10 Q And 2.14 acres uncultivated? At Yes.

MR. HUNTER: My lord, I presume that he has claimed separately here for the hops' wire and posts. I presume they are the ones attached to the land. If so, that must be included in the really, I should assume.

THE COMMISSIONER: I should think so.

MR. HUNTER: They are fixtures attached to the land.

THE COMMISSIONER: I do not think Mr. Holman would contend to the contrary.

20 MR. HUNTER: Before he starts contending, I would like to raise the point about 200 shares of Maple Ridge Co-operative Exchange. They are outside the terms of reference. If a claim is made, it will have to be filed by the Co-operative and distributed through the Co-operative to the individuals.

MR. HOLMAN: There is only this on the question of the shares, the Comptroller has written that a winding up would take place and we would hear further on the matter of the shares.

K. Inada,
Co-op-Share.

MR. HERRIN: For your information, the 200 shares for which he claims \$200.00, there will be a distribution of \$255.51 to the claimant. He will actually get more than he is claiming for. There is a letter from F.S. Ross & Son, the liquidator, stating there will be a distribution to Mr. Inada of \$255.51.

MR. BELMONT: I think any claim, apart from that, should come to the Co-Operative. I agree with that.

THE COMMISSIONER: I think it is quite clear that I am not authorized to pass upon any question of share values. That is outside of my jurisdiction.

MR. BELMONT: Yes.

THE COMMISSIONER: So I think I should make a ruling now that the claim as made by Mrs. Inada for 200 shares of Maple Ridge Co-Operative Exchange is disallowed as being outside the terms of reference. This is a matter in which I have no power to act.

MR. BELMONT: Quite, my lord.

MR. HERRIN: Then, my lord, I would like to submit that the haps' wire and posts are affixed to the land and are part of the real property and no separate claim can be made for them.

MR. BELMONT: My lord, on that point it occurs to me it is immaterial. If the farm appraisal report took in as part of the value of the farm the haps' wire and the posts, then of course

it would come under that.

THE COMMISSIONER: As I understood it, Mr. Thode based his claim of \$7935.00 substantially on crops.

MR. HOLMQUIST: That is right.

THE COMMISSIONER: And his evidence in relation to hay wire, and so forth, goes no further than this, that the cost of putting that land in shape to grow hay by putting in posts and wire amount to a certain sum of money. He is not actually claiming as chattels the posts and wire.

MR. HOLMQUIST: The cost of putting the ground in shape for hay, my last, I didn't understand included the cost of wire. I think he has excluded the cost of the posts and wire.

THE COMMISSIONER: Then I misunderstood him. You better clear it up.

MR. HOLMQUIST: It doesn't matter from the point of view of the claim whether it is considered as realty or personal property, as long as it is considered under one or the other.

THE COMMISSIONER: What does this \$300.00 figure for hay crop five acres -- what does that include?

MR. HOLMQUIST: That included the crop and the plants that were there.

THE COMMISSIONER: The plants that were there.

MR. HOLMQUIST: Yes.

THE COMMISSIONER: And not the crop that was taken

Q

MR. BELMONT: That is true, my Lord.

THE COURT: Does it include posts and wire?

MR. BELMONT: I think it does.

THE COURT: You better clarify it with the witness.

MR. BELMONT: Of Mr. Ladd, you estimated five acres of logs to be in camp at the time of the execution, worth \$500,000?

MR. BELMONT: I don't like to interrupt but I don't think he did value the camp at \$500,000. I think it was the plants.

MR. BELMONT: If you would you could have the witness say that.

THE COURT: Is the witness to put the value of the logs in the camp at \$500,000? That is the value of the logs.

A The plants and the planting of the posts -- putting up posts and putting up wires. The wire isn't in value there.

Q It did include posts, wire, and plants as they stood in the ground?

A That is the labor time putting them in. The wire is worth \$200,000. There is half buried in the logs which is gone.

MR. BELMONT: Of Mr. Ladd, you have mentioned the cost of labor, putting the wire and posts in the ground?

A Yes.

Q Have you included in that the cost of the posts and wire themselves?

A No.

Q17

MR. BELMONT: That is true, my Lord.

THE COMMISSIONER: Does it include posts and wire?

MR. BELMONT: I think it does.

THE COMMISSIONER: You better clarify it with the witness.

MR. BELMONT: Q: Mr. Ladd, you estimated five acres of land to be in crop at the time of the execution, worth \$500.00?

MR. LADD: Excuse me. I don't like to interrupt but I don't think he did value the crop at \$500.00. I think it was the plants.

MR. BELMONT: Q: Would you tell how the valuation was made up?

THE COMMISSIONER: Q: Mr. Ladd, -- just one moment -- we have given you a figure of \$500.00 relating to the land. What did that sum include?

A: The plants and the planting of the posts -- putting up posts and putting up wires.

The wire isn't in value there.

Q: It did include posts, wire, and plants as they stood in the ground?

A: That is the labor of putting them in. The wire is worth \$200.00. There is half buried in the land which is gone.

MR. BELMONT: Q: Mr. Ladd, you have mentioned the cost of labor, putting the wire and posts in the ground?

At Yes.

Q: Have you included in that the cost of the posts and wire themselves?

At No.

45
Mr. Lunde.
(Discontinue).

before him now and I thought it might be of some assistance to me, particularly since it would be proved later.

MR. BARNHART: Yes, but at the same time would your lordship bear in mind we are going to contend very, very strongly that these appraisal reports aren't correct.

THE COMMISSIONER: Oh yes, I quite understand that.

MR. BARNHART: As soon as I get my third copies back from these appraisers who are at present reviewing these properties, I think I could possibly start filing a copy because they are having a fourth copy made, a photostatic copy.

THE COMMISSIONER: That is on the understanding they will be proved by the party appraising them at a later date.

MR. BARNHART: These appraisers are all alive, yes.

THE COMMISSIONER: We are through with Mr. Lunde.

(Witness aside)

MR. BARNHART: That is his claim, yes, my lord.

(Claimant's Case Concluded)

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

J. P. Harrobin

"J. P. Harrobin",

Official Reporter

RE CLAIM OF MRS. ITO IMADA
(Kamloops No. 1)

Vancouver, B.C.,
October 12th, 1948.

10 MR. MOLEHUNAN: Your lordship, I would ask to speak to
the case No. 1 on the Kamloops list. I undertook
before your lordship at that time to obtain Grant
of Letters Probate and file a copy of them. That
has now been done and I would ask that it be marked
Exhibit 1 in that case. I have spoken to my
learned friend, Mr. Hunter, and he is quite agree-
able that I put in a notarial copy.

THE COMMISSIONER: Very good.

(GRANT OF LETTERS PROBATE MARKED EXHIBIT 1-1)

THE COMMISSIONER: That is all?

MR. MOLEHUNAN: That is all, my lord.

20
I hereby certify the foregoing to
be a true and accurate report of
the said proceedings.

Christian
Deputy Official Stenographer

DEFENCE BRIEFKamloops, B.C.
Dec, 8, 1947.(Mrs.) Ito IMADAFile No. 6996, 7142Case No. 1REAL PROPERTY CLAIM

(All claims shown are Gross)

1. Real Property Claim

\$7935.00

Appraised at

\$3038.00

Sold for

\$2983.00

Witnesses: 1. T. Godfrey - S.S.B. Appraiser,
'Thistle much in evidence'.
'Improvements \$1700.00.'
To be filed.

Ref. Trans.P.8 - Property purchased in
1924 and 1926 for \$1450.00.
Trans.P.9 - House built in 1935 -
cost \$1200.00, now claim \$3000.00.
Trans.P.39, line 9 - claimant's son,
Katsumi IMADA, admits that S.S.B.
Appraisal of 15.5 acres of land is
correct, whereas claimant claims 16.5
acres.

2. S.A. Carlsen and R.M. Anderson
- Report on Evacuated
Japanese Property - dated
Feb. 9, 1943 - 'Only 34 fruit
trees, whereas claimant claims
90. Trans.P.10.
To be filed.

Ref. Trans.p.p.18 and 31 - Admission that
net proceeds from land in 1941 of \$3140.00
does not include family labour of 5 persons.

3. William Houghten - neighbor -
claimant alleges Houghten sold
his land and shack, 5 acres of
allegedly inferior soil, in
1943 or 1944, for \$2500.00.

4. John M. Jensen - Lessee-Agent
Trans.p.22. Lease dated -
received by Custodian May 20, 1942.
To be filed.

Ref. Trans.P.24, line 29 - Admission that
claimant does not know how he arrived
at his \$800. valuation for 5 acres of
hops.

<u>Summary of Defence</u> <u>Witnesses</u>	<u>Where</u> <u>Required</u>	<u>Summary of Documents</u> <u>to be filed</u>	<u>Witness Proving</u> <u>Same</u>
T. Godfrey	1	S.S.B. Appraisal	
S.A. Carlsen and R.M. Anderson	1	Report dated Feb. 9, 1943	
William Houghten	1		
John M. Jensen	1	Lease dated - received by Custodian May 20, 1942.	

HAC/mw

B R I E F

Kamloops, B.C.
Dec. 8, 1947
V.L.A. Deal

Notes in Defence

In the Matter of the Claim of
Mrs. Ito IMADA

File No. 6996, 7142

Case No. 1

MEMO: The claimant is claiming for the property of her deceased husband, Kaichi IMADA, of whom she is one of the executors, and sole beneficiary under his will. This will was to have been probated, subsequent to the above hearing at Kamloops, B.C., by Counsel for the claimant.

Claim: Real Property - Farm Lands & Buildings - V.L.A. Deal

Amount of Claim \$7935.00 (15.5 acres)
Custodian's Sale Price 2983.00 to V.L.A.

Defence: Real property was sold for its fair market value.

1942 Assessment: Land \$1175.00
Improvements 1600.00
Total \$2775.00 Taxes \$ 55.48

S.S.B. Appraisal - Mr. T. Godfrey
Buildings \$1700.00 Top \$2225.00
Land 1338.00
Total \$3038.00
Mr. Barnet \$3000.00

Transcript P.8. This property was purchased in 1924 and 1926 for a total sum of \$1450.00.

Transcript P.9. The house was built in 1935 at a cost of \$1200. for which the claimant now claims \$3000.

The claimant's valuations of land, buildings and crops, are based on estimations, of which he has little or no foundation.

Transcript P.39, line 9 - the claimant's son, Katsumi IMADA, admits that the S.S.B. Appraisal showing the land to be 15.5 acres is correct; whereas the claimant claims 16.5 acres.

Comparison of Claimant's Valuations and S.S.B. Appraisal

		Top	With Land
House	\$3000.	\$1800.)	
Garage	60.	25.)	
Barn	500.	250.)	\$1700.
Wood Shed	100.	50.)	
Poultry House	250.	100.)	
Original Cabin(Picker House)	50.	00.)	
	\$3960.	\$2225.	\$1700.
Land (13.138 acres in crop)	3575.	1313.80	
(2.440 acres uncleared)	225.	24.40	
	\$3800.	\$1338.20	

S.A. Carlsen and R.M. Anderson - Report on Evacuated Japanese Property - dated Feb. 9, 1943 (in Claim file) states that there were only 34 Fruit trees on this property whereas the claimant claims there were 90. Transcript P.10.

The claimant alleges that the net proceeds from this land in 1941 was \$3140.00 (Transcript P.18) but later (Transcript P.31) the claimant's son admits that this does not include family labour (5 persons).

Transcript P.19 - Claimant's son alleges that Mr. William Houghten, next door neighbor, sold his land and shack, 5 acres of inferior soil, in 1943 or 1944, for \$2500.

allegedly

This property was leased to Mr. John M. Jensen, when the claimant was evacuated, about the 15th of August, 1942 (Transcript P.22) under the following terms: Crops \$600. and \$10. per month rent for house. Lease dated - received by Custodian, May 20, 1942. (In claim file)
Transcript P.24, line 29 - the claimant's son admits that he does not know how he arrives at the \$800. valuation for 5 acres of hops.
Transcript P.P.39 & 40 - the claimant's son admits that the S.S.B. Appraisal of crop acreage is correct.
Transcript P.41 line 16 - the Commissioner rules that the claim for 200 shares of Maple Ridge Co-operative Exchange shall be disallowed, as being outside the terms of reference.

HAC/mw

L. J. Smith,
Commissioner.

MR. HOLMSTAD: He has been drawing that distinction,
my land.

THE WITNESS: It is the plant cost.

THE COMMISSIONER: Mr. Holmstad, just for my own infor-
mation -- I know this evidence will go in later,
but what is the appraisal report on this parti-
cular property?

MR. HOLMSTAD: They have appraised for replacement
value, my land, (\$1000.00 for the house, \$25.00
for the garage --

THE COMMISSIONER: What is the total?

MR. HOLMSTAD: The total for the buildings at replace-
ment value is (\$1025.00, my land, which they have
considered to have a market value of (\$1700.00.
As far as the land is concerned, they have taken
13.35 acres of cultivated land at (\$100.00 per
acre.

THE COMMISSIONER: That is market value?

MR. HOLMSTAD: That is market value, my land, and they
have taken the balance, 2.44 acres uncultivated
at worth (\$10.00 per acre.

THE COMMISSIONER: (\$25.00, roughly.

MR. HOLMSTAD: (\$24.00. The total for the land is
(\$1338.20. That is the appraisal, which added
to the market value they give for the buildings,
gives them a total appraisal of (\$3058.20.
That is the figure upon which they paid. That
is they paid that figure, less approximately
2%.

THE COMMISSIONER: I know counsel had this document

Name of Claimant

WADA, Mrs. No.

Case

1

Custodian File

6396

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
					2903.	2714.93			2714.93	
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 & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
			40%	250.00	115.00		115.00			
TOTAL RECOMMENDATION									2829.93 ✓	

6996 & 7142

December 19th, 1950.

Mr. Toshio IMADA and
Mrs. Ito IMADA,
18 Willow Street,
North Kanloops, B. C.

Dear Sir: & Madam:

Re: Japanese Property Claims Commission

Case No. ¹

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 ... \$2,829.93.

Cheque in your favour is enclosed for \$2,666.23
and we have paid the Co-Operative Committee .. \$ 163.70
for legal fees as authorized by you.

Yours truly,

FCS/jc
1 encl.

F.G. Shears
Director .