

8646

FRASER VALLEY

COGLAN
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO.

8646

2 copies made

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: KINOSHITA, SeichiHOME ADDRESS: R.R. No.1. Coglan, B.C.REGISTRATION NUMBER 12886 SEX: Male AGE: 45OCCUPATION: Farmer

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

EMPLOYER: ---MARRIED? YesNAME OF WIFE OR HUSBAND: Fumie *File 11444 - closed 11/14/46. No Charles*ADDRESS OF WIFE OR HUSBAND: R.R. No.1. Coglan, B.C.NAMES OF ANY LIVING CHILDREN: Takeshi (M) Shizuka (F) Masashi (M)ADDRESS OF CHILDREN: R.R. No.1. Coglan, B.C.AGE OF CHILDREN: 10, 7, 2

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

1. LOCATION AND DESCRIPTION: Lot 1 S $\frac{1}{2}$ of SE of section 35, twp 10,26.82 acres. ~~Lot 1 S $\frac{1}{2}$ of SE of section 35, twp 10,~~2. BUILDINGS AND OTHER IMPROVEMENTS: 9-room 2-storey dwelling,chicken house, barn, woodshed, bunk houseCommunity hall, woodshed3. INSURANCE (Give particulars; state where policies are) \$500 on the house and furniturein the Law Union and Rock Ins. Co. Policy No. 27804 in my possession4. TAXES (Amount and where payable) \$25 for 1941, payable at Langley, BC5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None6. OCCUPANCY AND LEASES (If vacant so state) Myself at present. I expect torent the house to Mr. Helderbran, Coglan, B.C.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In my possession
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN: Strawberries, asparagus, tree fruits,
Sold to Mr. Helderbran, Coghlan, B.C. for \$600. Money received.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1

2. LANDLORD'S NAME AND ADDRESS: ---

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: ---

4. STATE WHEREABOUTS OF LEASE: ---

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) ---

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: See clause 9

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: ---

Household furniture including 7 beds complete, 3 dressers and closet, gramophone, chairs, tables, linoleum, water pump with 220' pipe,

Electric iron and toaster, kitchen ware, chinaware, farm implements, cultivator, harrow, disc, wheelbarrow, 240 lb scale, scraper, 20' log chain 300 lbs wire, 200 lb wire, 200 lb wire, 200 lb wire, 200 lb wire, 200 lb wire, red-head broader stove heater stove, lantern and lamp, carpenter tools including hammers, wedges, picks, hatchets, shovels, mattocks, hoes, forks in the house at R.H. no. 1, Coghlan, B.C. (24 desks, 35 benches, tables, blackboards, 3 stoves, pictures, sink, roll map, kitchen utensils, black curtain, blackboard stand, etc in the community hall at R.H. no. 1 Coghlan, B.C. 2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS 1 horse

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY. Name

4. INSURANCE CARRIED ON ABOVE PROPERTY: See page 1, Np.3

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

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
None

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: \$100025-year endowment policy in the Manufacturers
Life Ins. Co. Beneficiary my wife. Policy No. 222 771637 in my pos.

10. INTEREST IN ANY ESTATES OR TRUSTS. None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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

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

Dated this 7th day of May 1942.

(Signature) S. Kinschita

Witness

FOR DEPARTMENTAL USE

8646

INFORMATION FROM R.C.M.P.

Date Sept. 13/48.

Full Name KINOSHITA, Seichi
(Surname in Block Letters)

Registration No. 12886

Male - Female
(check)

Age Apr. 14, 1897

Former Address R.R. #1, Langley, B.C.

Date Evacuated 21/9/42

Naturalized - Canadian-Born, National
(check)

Present Address Toronto, B.C. Barnwell, Alta
14/6/48

Married - Single
(check)

Name of Wife Fumie # 12887

Name of Husband -

Name of Mother Dec'd Name of Father Dec'd

Names of Children under 16 (See Over)

Our File No. 8646

Registered with Custodian Yes
(yes or no)

Requested By Mary Campbell

Additional Information Farmer. Owner of house & 27 acres

8646

524

11th May, 1949.

Mr. Seichi KINOSHITA,
Regn. No. 12886,
Barnwell, Alta.

Dear Sir:

With further reference to your letter of the 14th June, 1948, regarding chattels sold to Mr. L. Dreger for \$85.50, you will note from the statement of your account sent to you 23rd February, 1948, that \$40.50 was credited to your account from sale of chattels, and this amount was included in the cheque for \$297.70 sent to you 12th March, 1948.

The balance of \$45.00 has now been collected from Mr. Dreger, and a cheque covering this amount is enclosed herewith.

Please acknowledge receipt.

Yours truly,

Office of the Custodian.

HA
Encl.

8646

Base 524
✓
17th January, 1949.

Mr. L.E. Dreger,
Bens Rd.,
MURRAYVILLE, B.C.

Dear Sir,

RE: Seichi KINOSHITA
CHattel PURCHASE

Receipt of your communication of the 15th inst. is acknowledged with thanks, and attached hereto is our official receipt #16058 in the amount of \$5.00 to cover payment enclosed.

May this letter be accepted please as confirmation of the fact that this office holds your agreement to pay the outstanding balance of account as per our letter to you of the 30th ult. The amount due after crediting the payment above-noted stands at \$40.00, and your remarks re forwarding a sum of \$5.00 monthly on the 17th of each month have been noted and are quite acceptable to this office.

As it is necessary in a contract of the type existing between yourself and this office to have a specific date on which payments become due, the writer entered due date as being the fifteenth of each month. However, as you are paid on the 15th of the month, it will be quite in order for you to forward same up to three days later than the due date and still be within your rights.

Yours truly,

J. Cuming
J. Cuming

OFFICE OF THE CUSTODIAN

JC/..

ENCL: Rec. #16058

8646

REGISTERED

21st October, 1948.

R.H. Anderson Esq.,
c/o Kelly, Douglas Ltd.,
Prince George, B.C.

Dear Mr. Anderson,

RE: Seichi KINOSHITA
R.R. #1, Coughlin, B.C.

During December or January 1943/44 a Mrs. Dreger who occupied Kinoshita's farm at Coughlin (you will remember the farm as the Japanese School was alongside the property) offered to purchase certain of the chattels left in the Protected Area by Kinoshita. The items were appraised by Gibson the auctioneer of Langley Prairie at the following prices:

Kitchen Range	\$45.00	Circulating Heater	\$12.50
Water Pump	6.00	Kitchen Table	1.50
Dishpan & HM Table	1.00	Copper wash boiler	2.50
Mirror & frame	1.50	Wardrobe	6.00
2 Kitch. Cupboards	6.50	Dining Table	7.50
Linoleum on floors	5.00		95.00
		Less 10% appr. fee	9.50
			<u>\$85.50</u>

Upon the approval of the Rural Advisory Committee to the proposed sale of these chattels, Mrs. Dreger paid the sum of \$50.00 on account to you. In accordance with routine practice this amount was received by this office accounting department by cheque from Mr. Gibson.

While reviewing Kinoshita's file for purposes of the current claim hearings it was noted that the balance due of \$45.00 had not been received. On the writer approaching Mrs. Parschauer (Mrs. Dreger's mother-in-law — who was one of the purchasers), Mrs. Parschauer stated that she in company with Mrs. Dreger had visited Gibson's Auction Rooms in Langley Prairie a number of times subsequent to the original down payment with a view to paying the remaining balance of \$45.00. On one occasion, during July or August of 1944, she in company with Mrs. Dreger visited the Auction Rooms and noted that the same Custodian representative that accepted the down payment was in the Auction Rooms at the time. Mr. Gibson, according to her statement, playfully caught this representative by the collar and said to them "Here's your man". On them explaining that they wished to pay the balance of the account, the representative said "Oh well, if it's just money you want to give me, I'll take it".

In view of the fact that your name appears on the file as being connected with the appraisal, it is presumed by the writer that you are the person to whom the down payment was made. As Mrs. Parschauer has stated that the representative to whom she paid the balance is ~~the~~ the

...balance is the

same person to whom she paid the original down payment, it was considered advisable to write you in this regard.

As this case has been heard by Mr. Justice H.I. Bird insofar as Kinoshita's evidence is concerned, it is now necessary that the Custodian present the defence. In order that we may have the foregoing clarified in time to include it in the defence, it is requested please that you provide all information at your disposal by return mail.

Yours truly,

J. Cuming
J. Cuming
OFFICE OF THE CUSTODIAN

JC/..

21st October, 1948.

TO: File 8646

FROM: J. Cuning

RE: Sale of chattels to Mrs. Dreger and o/s balance of account re same.

On 20th Oct., 1948 the writer proceeded to 3534 Price St., Vancouver, B.C. and interviewed Mrs. Parschauer (mother-in-law of Mrs. Louis DREGER).

Mrs. Parschauer stated that she and her daughter-in-law Mrs. Dreger made arrangements to purchase certain articles then the property of Seichi KINO-SHITA and paid to a Custodian agent the sum of \$50.00 leaving a balance owing of \$45.00.

Subsequent to the down payment being made to the Custodian agent in GIBSON'S AUCTION ROOM at LANGLEY PRAIRIE, she in company with Mrs. Dreger twice approached Mr. Gibson desiring to know where the Custodian agent was in order that she might give him the balance.

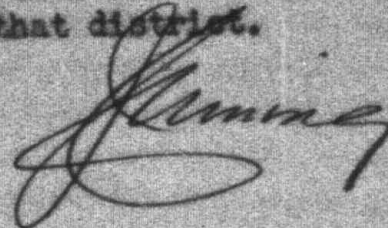
Subsequent to these two attempts to effect payment, she and Mrs. Dreger called at Gibson's Auction Rooms in Langley Prairie and found the Custodian agent (unknown) in company with Mr. Gibson. Mrs. Parschauer stated that Mr. Gibson playfully caught the Custodian agent by the collar and said to Mrs. Parschauer and Mrs. Dreger "Here's your man".

On explaining to the Custodian agent that they wished to pay the balance of the outstanding sale price, the agent said "Oh well, if it's just money you want to give me, I'll take it".

Mrs. Parschauer stated that she and Mrs. Dreger then paid to the Custodian agent the \$45.00 outstanding and the agent advised her that she would receive an official receipt through the mail. This receipt was never received, and Mrs. Parschauer told the writer that she didn't bother about it as her son ~~xxxxxxxxxx~~ (Louis Dreger) had just returned from Overseas and the three of them felt that it was not necessary due to the fact that they had paid the account before witnesses.

Mrs. Parschauer stated that Louis Dreger and his wife live in Murrayville and that Louis Dreger works in the Co-op store at Langley Prairie.

Mrs. Parschauer also stated that the Custodian agent who received the outstanding \$45.00 was the same agent who originally took the down payment of \$50.00. She could not remember his name, but stated that he "was the regular one" — presumably the representative most active in that district.



Seichi KINOSHITA - File #8646

Case 524 - Lethbridge, Alta.

Farm at Cogan, Langley.

Sold to Veterans' Land Act	\$1,456.00
Encumbrances etc.	<u>1,309.81</u>
	146.19
Sale of Chattels	<u>151.51</u>
Cheque sent -	\$ 297.70

This property not sold - still retained by Veterans' Land Act.

Farm Appraisal Report

Page 1

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

File No. JL-327

Land Description Lot 1 of 3/4 of 2 1/2 of 32 1/2 of Sec. 25, Tp. 10, R. 10 Containing 25.82 Acres

Owner's Name Samuel KINOSHITA Post Office Address R.R., Coghlan, B.C.

Nearest Rail Point Coghlan Distance 2 1/2 miles

Market Town New Westminster Distance 25 "

Church (give denomination) United Distance 2 1/2 "

Nearest School Other Distance 1 1/2 "

State how property was identified Map, L.R.O. sketch; surveyed roads.

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

On Coghlan & Bradshaw Roads - former gravelled, latter just a trail. 524-2

Is this district a good one? Yes.

Employment opportunity Local in fruit season. Remote in hopyards, mills & logging.

Predominating Nationality and religion: British - none predominant.

Describe Fencing and its condition: No value. Value \$ Inc. in land

Water supply: 2 wells away from buildings. Value \$ 8646

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24x28	Lumber	8'	Sheds	Old	Piers	Good	650.00
Shed house	20x40	"	4'	"	"	"	Fair	150.00
Shed house	20x40	"	4'	"	"	"	Poor	70.00
Shed	(old abandoned house)	Lumber	7'	Sheds	15'	Piers	Poor	50.00
Pickers house	12x20	Split Cedar	7'	"	"	"	"	25.00
Shed	12x20	"	"	"	"	"	"	"
CHICKEN HOUSE	"	"	"	"	"	"	"	"
"	"	"	"	"	"	"	"	"
"	"	"	"	"	"	"	"	"
"	"	"	"	"	"	"	"	"
"	"	"	"	"	"	"	"	"

(Electric lighting installed in buildings)

Total present day value \$ 945.00

Total Value Buildings add to farm

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

Describe the basement and chimneys No basement; cement chimney on bracket.

No. rooms downstairs? 5 Upstairs? 2 How finished Newly finished with matched cedar

Are buildings painted? No. Condition of paint

Distance from nearest town 200 yards.

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

	LEVEL, UNDEULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
6.5	Level	10" loam & sandy loam	Sdy. clay a few spots of sand.	Strawberries, asparagus, rye & potatoes - fair condition.	70.00	455.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDEULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stonce, drainage, etc.						
	LEVEL, UNDEULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
1.25	Undulating	10" lm.	Sdy. clay	Partly cleared	50.00	37.50
19.07	" "	" "	" "	Heavy clearing (Lifetime fuel supply)	125.00	190.70
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 \$ 683.20Total added by buildings to value of farm \$ 800.00Total fruit trees add to value of farm (for use in orchard districts only) \$ -Total value of farm \$ 1483.20

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Owner away. Place leased to one J.D. Hildebrand. Current crop lease with
option to lease next year if place available. Cultivation being maintained.

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

Native weeds:
Canada thistle.

Give approximate details and
amount of all annual taxes and
name of Taxing Authority:

Man. & School - \$25.55.
Langley Municipality - Murrayville, B.C.

Date: 10th June 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 17 day of June 1942.

Inspector's Signature "B.C. WORMWORTH"

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

3. KIMOS NITA

Farm Appraisal Report

Remarks: A community hall stands at the S.E. corner, and actual measurements of the property may reveal that it is over the line about 3 feet on this property, though it is intended to be on the road allowance. Cultivation also is over the line on the road allowance on Bradshaw Road.

With the exception of land shown as partly cleared, the development of this place will be slow and costly, but potentially it is a good farm, as the soil is good, and the location fair.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

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

	<u>Present Value</u>
Crops at this time none	\$ _____
Strawberries ----- 3.4 ac.	\$ _____
Potatoes ----- 0.55 ac.	\$ _____
Asparagus ----- 0.5 ac.	\$ _____
Rye ----- 0.55 ac.	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
Total \$	\$ _____

Approximate fruit trees add to value of farm \$

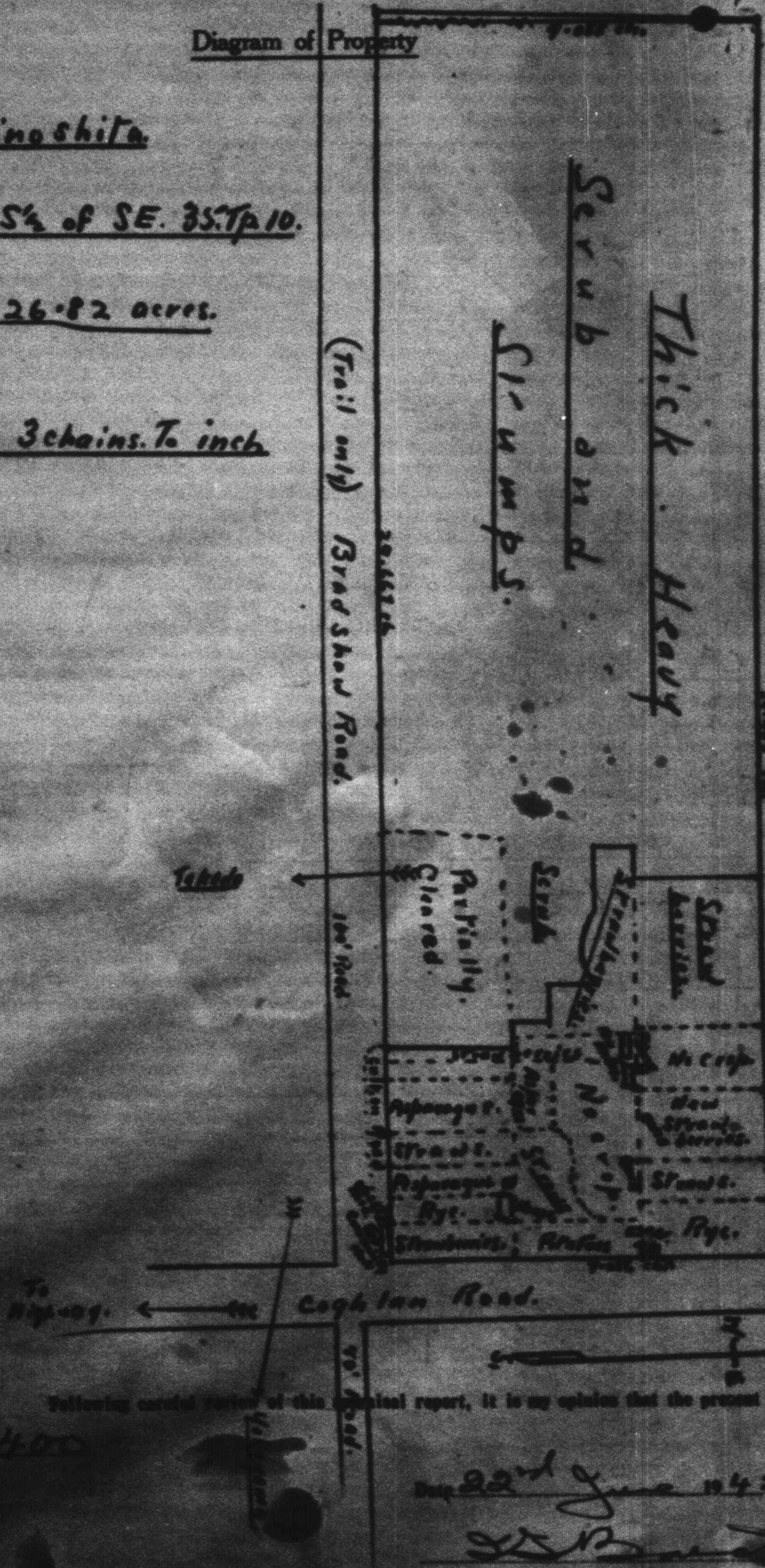
Diagram of Property

S. Kinoshita.

Lot 1. S $\frac{1}{4}$ of SE. 35. Tp 10.

26.82 acres.

Scale. 3 chains. To inch



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

value is \$1400

22nd June 1942

[Signature]

District Superintendent

REAL PROPERTY SUMMARY

JAPANESE NAME: Seichi KINOSHITA Reg. No. 12886 File No. 8646.

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act.
BC/331-P. First Offer.

PROPERTY ADDRESS: 997 Coghlan Road, Langley, B. C.

LEGAL DESCRIPTION: Lot 1 of Subdivision of South half of South East quarter of Section 35,
Township 10, Map 3130, Municipality of Langley, D. N. W.

TITLE: Registered in the name of His Majesty The King In The Right of Canada
Represented By The Soldier Settlement Board.

ENCUMBRANCES: None registered.

There is an Unregistered Agreement for Sale from the Soldier Settlement
Board to Seuchi KINOSHITA (who served with the Canadian Forces in the
last war) on which there was owing on November 4th, 1942, \$1,156.90.

Vesting Order filed No. 26283, dated 27th September, 1943.

ASSESSED VALUES: Land - \$670.00
Improvements - \$800.00 - \$1470.00. Taxes - \$25.55.

CLASSIFICATION: This is a Fruit Farm with Dwelling and out-buildings.
The Custodian's representative reported on September 26th, 1942, that
this property had an area of 26.82 acres, planted to the following crop
20,000 strawberry plants, 1 acre asparagus, 9 mixed fruit trees.
1 - 1½ storey 7 room bungalow 27' x 27' in fair condition. 2 chicken
houses 20' x 40', 20' x 60'. 1 barn 22' x 30'. 1 woodshed 22' x 35'.
Japanese School building 16' x 50' was situated on part of this property
at the corner of Coughlan and Bradshaw Roads. As this building was not
included in the sale of the property to The Director, The Veterans' Land
Act it was sold separately to John Joseph Leuck for the sum of \$350.00,
with the proviso that the building had to be removed from the property.
This was confirmed by the District Superintendent of the Soldier Settlement
and Veterans' Land Act as per letter of November 17th, 1944,
which we quote: "Confirming our recent telephone conversation, this
Department will make no objection to the removal of the community hall
building partly on the above-described property, on the understanding
that the ground is left in a clean condition and any fencing taken down
is properly replaced."
The funds from this sale, viz., \$350.00 are being held in property
suspense account pending identification of rightful party or parties
entitled to the proceeds.

HISTORY OF
ADMINISTRATION: This property was leased by Seichi KINOSHITA on 29th April, 1942, to
Jacob D. Hildebrandt for the term of 9 months from April 1st, 1942,
with option to extend lease for 1943, arrangements to be made with
P.C.U. Consideration \$600.00 paid. 1943 rental to be \$300.00 plus

plus

Page 2.

File No. 8646.

taxes and Fire insurance premium. House and buildings included.

Lease was extended by Collateral Agreement to September 30th, 1943.
Consideration - \$110.00, payable July 31st, 1943. Paid.

Lease and collateral agreement handed to The Director, The Veterans' Land Act, 22nd July, 1943.

It appears that Mr. J.D. Hildebrandt sub-let the house to a Mrs. Louise Dreger.

SOLD:

To The Director, The Veterans' Land Act for \$1456.00 as at 1st January, 1943.

Approval of Advisory Committee as at 1st June, 1943.

Funds released to the credit of Seichi KINOSHITA as at August 25th, 1944, against which were charges for Tax Arrears - \$29.30, Legal Fees - \$15.00, Balance owing on Agreement for Sale - \$1269.12, Total \$1313.42, leaving a net credit of \$142.58 from said transaction.

Adjustments as at the 1st January, 1943, to the amount of \$6.61, covering unexpired Fire Insurance Premiums, were placed to the credit of Seichi KINOSHITA'S account.

The following Fire Insurance Policy:

Law Union and Rock Insurance Co. Ltd., No. 29210 - \$120.00, covering on Chicken house, was transferred to The Director, The Veterans' Land Act.

In view of the Custodian having collected rents for 1943, viz., \$110.00 a cheque covering same was issued to The Director, The Veterans' Land Act as at November 17th, 1943.

OLD CERTIFICATE OF TITLE

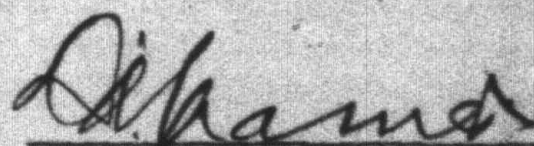
No. 29707-E:

Seichi KINOSHITA declared on his JP Form, signed May 7th, 1942, that the Title Documents were in his possession. There is nothing on file to show that the Certificate of Title had been asked for by this office or that it had been deposited in the Land Registry Office, New Westminster.

Certificate of Title No. 175737-E in the name of The Director, The Veterans' Land Act.

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

July 22nd, 1946.


D. A. CRAMER.

DAC:JS

8646
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

MAY 8 1942

SEICHI KINOSHITA of Coghlin, B.C.

I

Owner of property Lot one of the South half of the S.E. Quarter of Section
35, Township 10, containing 26.82 acres more or less in the municipality

of Lagley hereby agree to let the above de-
scribed lands to JACOB D. HILDEBRANDT for the sum of \$ 600.00 for
giving him the right to carry on work immediately on my farm de-
scribed 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 inter-
fering 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.

S. Kinoshita

Witness:

A. S. Rankin

(Langley Municipality)

Case # 219

8646

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
SEP 15 1942

OFFER TO LEASE JAPANESE PROPERTY.

File No. JL-327

Place R.R., Coghlan

Date Sept. 14th, 1942.

Custodian of Enemy Property,
Vancouver, B.C.

Re: Seuchi KINOSHITA Property.

Lot 1 of S/D of St of Sect of Sec. 35, Tp. 10, Map 3130.

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

Term: From September 1942 to September 1943.

Cash Rental: \$ 110.00 per year to be paid as follows:
on July 15th, 1943.

Lease to include all land and buildings, - except:

Other special conditions (if any):

The following taxes will be payable by me: Nil

Land & School Taxes: Irrigation Taxes:
Dyking or Drainage Taxes: " Tolls:
Domestic Water Rates: (strike out those that do not apply)

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

I recommend that Lease on the
above terms be approved.

James R. Hilderbrand
Field Supervisor,
Soldier Settlement of Canada.

Full Name: J. D. Hilderbrand

Address: R.R. #1, Coghlan

Jacob B

HILDEBRAND

9646
OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
SEP 18 1942

Richardson
Hastings Park,
Sept. 17, 1942.

ADDITIONAL REGISTRATION

KINOSHITA, Seichi #12886

Declarant desires that, if possible,
his property at Coughlan, B. C., now
leased to Mr. Hildebrandt be leased to:

Mrs. Marty Tuhkala,
Coughlan Rd.,
Coughlan, B. C.

SIGNED *Seichi Kinoshita*

WITNESS *J. T. Williams*

Office of the Custodian

R.R. Loggins
Oct. 5, 1942

Dear Sir

I'm sending the note I got from
Kinshtas, he has been out here
twice, ordering me to get off for no real
reason at all

I'd wish he wouldn't molest me any
longer

Thanking you
Mrs L. L. E. Greger

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
OCT 8 1942

P.S. you see I'm alone with a baby of 7 mos.
my husband in the army for a year now
& he's very seldom home so will you please
see to it that he's stays away

Coghan, B.C.
Sept. 16 / 1942.

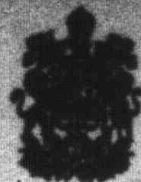
Please consider this your notice to
move out immediately as I have
rented my place to new tenants

Thank you.

S. Kinoshita

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
OCT 8 1942



OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
NOV 5 1942

86/6
SOLDIER SETTLEMENT OF CANADA

Richardson
vs. Coffey
YOUR FILE NUMBER

PLEASE QUOTE FILE DL 1085
JL 327

518 Rogers Building,
VANCOUVER, B.C., November 4, 1942.

Mr. G. W. McPherson,
Custodian of Enemy Property (Japanese Section)
575 Hastings Street, W.
Vancouver, B.C.

Dear Sir:

Re: KINOSHITA, Seuchi
Lot 1 of SE $\frac{1}{4}$ of Sec. 35, Tp. 10, N.W.D.

The above mentioned man holds an agreement for sale from this Department as he served in the Canadian Forces in the last war. The total debt against the property as at October 1st, 1942, was \$1,156.90. A payment of \$83.97 was due on October 1st but the settler did not make any arrangement for payment of same before he was evacuated.

Kindly protect this Department for the above mentioned payment, and future payments of a similar amount which will fall due on October 1st each year while this property is in your hands for administration.

Thanking you,

Yours truly,

W. B. Bane
District Superintendent.

1156.90
83.97

DL 1085

ITB:B

Lessee: J. D. Hildebrandt

Amount; \$110.00

CANADA
Department of the Secretary of State
Office of the Custodian
Japanese Evacuation Section

File No 5646
KINOSHITA, J.

PAYMENT ORDER.

To *Pacific Coast Union*

Address *Minia B.C.*

*Paid 7/18/43
RUB 128*

I HEREBY ASSIGN AND TRANSFER TO THE CUSTODIAN the sum of

One Hundred & Ten/100 Dollars out of monies now due and

accruing due or that at any time hereafter may be due in respect to the

proceeds of:- *Berry Crop*

to be paid to the Custodian at Vancouver, British Columbia, AND for so doing
this will be your full authority.

IN WITNESS WHEREOF I have hereunto set my hand
and seal this *25* day of *June*, 1943.

SIGNED, SEALED, and DELIVERED
IN THE PRESENCE OF

Signature: *[Signature]*

Address: *Office of Custodian*

J. D. Hildebrandt

ACKNOWLEDGMENT

RECEIPT of the above order acknowledged this day of, 1943.

Signature

OK

made the 2nd day of May
the year of our Lord one thousand nine hundred and

BETWEEN:

THE HONOURABLE THE SECRETARY OF STATE OF CANADA,
ACTING IN HIS CAPACITY AS CUSTODIAN UNDER THE
REVISED REGULATIONS RESPECTING TRADING WITH THE
ENEMY (1943)

(hereinafter called the Grantor)

OF THE FIRST PART

- and -

THE DIRECTOR, THE VETERANS' LAND ACT,

(hereinafter called the Grantee)

OF THE SECOND PART

WITNESSETH that the Grantor for and in consideration of the sum of One Thousand Four Hundred and Fifty-six (\$1,456.00) - - - dollars of lawful money of Canada to him in hand paid by the Grantee (the receipt whereof is hereby acknowledged) and other valuable consideration, hath granted, released and quitted claim and doth hereby GRANT, RELEASE AND QUIT CLAIM unto the Grantee his successors and assigns ALL THE ESTATE, right, title, interest, claim and demand whatsoever, both at law and in equity or otherwise howsoever, and whether in possession or expectancy of the Grantor and of SEUCHI KINOSHITA of, in, to or out of ALL AND SINGULAR that certain parcel or tract of land and premises situate in the Province of British Columbia and being in the Municipality of Langley in the District of New Westminster, and more particularly known and described as Lot One (1) of Subdivision of South half of South East quarter Section Thirty-five (35) Township Ten (10) according to a registered Map or Plan deposited in the Land Registry Office at the City of New Westminster in the Province of British Columbia and numbered Three Thousand One Hundred and Thirty (3130).

TOGETHER WITH the appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the aforesaid lands and premises with all and singular the appurtenances thereto belonging or appertaining, unto and to the use of the Grantee his successors and assigns forever, subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

IN WITNESS WHEREOF the said Grantor acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943) has executed these presents by his Deputy on the day and year as above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

H. G. Brown
DEPUTY CUSTODIAN

A. Barwell

File No.
8646

ANALYSIS OF
CLAIM

May 12, 1948

REAL PROPERTY SECTION

Seichi KINOSHITA,
Reg. No. 12886

Re The Director, The Veterans Land Act -

REAL PROPERTY -

Re Coghlan, B.C.
Property, known as
Lot 1 of Sub. S₂ of S.E. $\frac{1}{4}$ of Section 35,
Tp. 10, Map 3130, Municipality of Langley,
in the District of New Westminster, B.C.

Seichi KINOSHITA makes claim for (Gross)

Land -	\$3587.00	
Improvements	<u>3825.00</u>	\$7412.00

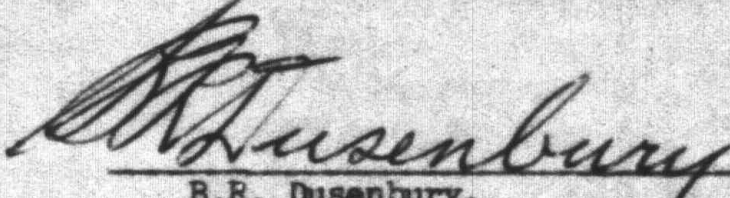
Sales Price (Gross) - \$1456.00

	Assessed Value	Claimants value	S.S.B. Appraisal	V.L.A. Purchase Price.
Land	670.00	3587.00	683.20	-
Improvements	800.00	3825.00	800.00	-
	<u>\$1470.00</u>	7412.00	1483.20	1456.00

NOTE: It is noted in the Claim that in the estimated value of Buildings is included "Community Hall 16 x 54 - \$1000.00". This item is not included in the sale price of the property as it was held to be separate and distinct from the Claimant's holdings. The Hall was built mostly on a road allowance and partly on the Claimant's property. It was sold separately and the net result of that sale plus certain rentals is being held in a Trust account, presently, pending clarification of ownership of the proceeds. The net amount is \$343.63.

Realty

The Gross amount of the/Claim should be reduced by \$1000.00 in respect to this item.


B.R. Dusenbury,
Office of the Custodian.

Files 8646, 5578, 12189 and 13142

15th December, 1944.

MEMORANDUM

TO: MR. F.G. SHEARS

FROM: MR. L.V. WRIGHT

Re: Tenders received in response to advertisement
"Buildings for Sale by Tender" appearing in
Fraser Valley Newspapers on November 23, 1944,
Tenders closing at Noon on 14th December

The following is a list of the tenders opened in your Office this morning in the presence of Mr. H.E. Anderson and the writer:

PARTIAL A

File No. 8646

<u>Amount of Tender</u>	<u>Enclosed</u>	<u>Tenderer</u>	<u>Remarks</u>
\$40.00	\$4.00	E. Kennedy	Reject
\$100.00	\$10.00 (cash)	August Dreger	Reject
\$100.00	\$10.00	Basie D. Fay	Reject

Appraised value - Mr. Joseph Gibson - \$350.00 (approximately)

PARTIAL B

File No. 5578 and 12189

<u>Amount of Tender</u>	<u>Enclosed</u>	<u>Tenderer</u>	<u>Remarks</u>
\$125.00	\$12.50	Ferndale Community Association	Reject
\$144.00	\$14.40	Harold Aish	Reject
\$210.00	\$210.00	W. Ballentine	Reject
\$300.00	\$30.00	Joseph Ordog	Accept

Appraised Value - Mr. Wm. H. Ansell - \$200.00

PARTIAL C

File 13142

<u>Amount of Tender</u>	<u>Enclosed</u>	<u>Tenderer</u>	<u>Remarks</u>
\$50.00	\$ 5.00	Norman Fathir	Reject
\$105.00	\$10.50	Joseph Lundstrom	Reject

/P.T.O./

PAGE 4 - Cont'd

Amount of Tender	Received	Tendered	Remarks
------------------	----------	----------	---------

\$105.00	\$10.50	Knock Dyrland	Reject
----------	---------	---------------	--------

\$110.00	\$11.00	Henry Sorenson	Reject
----------	---------	----------------	--------

\$150.00	Nil	E. Fapp	Reject
----------	-----	---------	--------

\$170.00	\$17.00	Dregis Cassen	Accept
----------	---------	---------------	--------

Mr. Gibson has been requested to appraise this parcel. appraised \$150.00.

Tenders have been handed to the Accounting Department for safe-keeping.

K.M. WRIGHT

KRM/DO

MEMORANDUM

File No. 8646

July 11th, 1945.

TO: The File

FROM: Mr. W. J. Iverson

RE: Chattels in the Community Hall

In company with Mr. R. M. Anderson, I examined the interior of the School House, or Community Hall, referred to herein, and the only effects found were a few home made benches and school desks. There would be no recoverable value in them. No trace of the other items mentioned in the statement of personal property could be found.

WJI:LBM

W. J. Iverson

August 2, 1945.

Mr. Seichi KINOSHITA,
Registration No. 12886,
Tashme, B. C.

Dear Sir:

We note on your registration with this office that you declared yourself to be the owner of a Community Hall and Woodshed. These buildings actually were built on the road allowance adjoining your land with the exception of a small portion.

This office is now selling the buildings and we would appreciate your advising us if you are the complete owner or if these funds should be placed to the credit of one of your local associations as it would appear that being a Community Hall the people of the Community more than likely own an interest in it.

Until we hear from you these funds will be placed in your account in trust and marked "not available".

Yours truly,

W. E. Anderson,
Farm Department.

WEA/HMS

August 1945
THIS INDENTURE, made in triplicate, the day of
in the year of our Lord one thousand nine hundred and forty-five.

BETWEEN:

THE HONOURABLE THE SECRETARY OF STATE OF CANADA
ACTING IN HIS CAPACITY AS CUSTODIAN UNDER THE
REVISED REGULATIONS RESPECTING TRADING WITH THE
ENEMY (1943)

(Hereinafter called the "GRANTOR")

OF THE ONE PART:

AND:

JOHN JOSEPH LEUCK, Farmer,
of Aldergrove, in the Province of
British Columbia

(Hereinafter called the "GRANTEE")

OF THE OTHER PART:

WHEREAS the Grantor under and by virtue of Order in Council
Number P.C. 1665 of 1942 and amendments thereto and of the applicable
provisions of the Revised Regulations Respecting Trading with the
Enemy (1943) is vested with all the right, title and interests of
persons of the Japanese race in a school building hereinafter
described and enumerated, and hath contracted and agreed with the
said JOHN JOSEPH LEUCK for the sale of the said interests in the
school building for the sum of three Hundred Fifty (\$350.00) Dollars,
such sale to be executed by a Bill of Sale to the Grantee herein;

WITNESSETH that in consideration of the premises and of the
said sum of Three Hundred Fifty (\$350.00) Dollars of lawful money of
Canada paid by the Grantee to the Grantor at or before the sealing
or delivery of these presents (the receipt whereof is hereby
acknowledged) the Grantor hath bargained, sold, assigned, transferred
and set over and by these presents doth bargain, sell, assign, transfer
and set over unto the Grantee, his respective executors, administrators
and assigns:

A School Building, approximately sixteen (16) feet by
fifty (50) feet, situate on the corner of Coughlan Road
and Bradshaw Road, in the Municipality of Langley, in
the District of New Westminster

and all the right, title and interests, claim and demand whatsoever both
at law and in equity or otherwise howsoever of me the Grantor of, in, to
and out of the same and every part thereof

TO HAVE AND TO HOLD the said hereinbefore assigned school building with the appurtenances thereto, and all the right, title and interests of the said Grantor thereto, and therein, as aforesaid, unto and to the use of the said Grantee to and for his sole and only use forever; PROVIDED that any covenants express or implied on the part of the Grantor are excluded.

The Grantor does not guarantee or warrant and has not made any representation whatsoever to the Grantee as to the quantity, quality, character and condition of the said school building and the Grantee acknowledges that he has purchased the said school building after personal inspection thereof and his own investigation without any representation or warranty whatsoever of the Grantor; AND the Grantee further acknowledges that he has received and undertakes at his own expense to remove the said school building, including all debris, from the property upon which it is now situate.

The Grantee agrees to take all necessary precautions to prevent injury or damage to adjacent property and to assume all risks arising from any cause whatsoever in connection with the removal of the said school building and to hold harmless the Grantor of and from all claims for damages arising out of the work of removal in any way.

IN WITNESS WHEREOF the said Grantor acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943) has executed these presents by his Assistant Deputy and the Grantee has hereunto set his hand and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of:

as to signature of Assistant
Deputy Custodian

Assistant Deputy Custodian

as to signature of Grantee

Grantee

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the witness.

Sworn before me this

day of

A.D. 1945

A Notary Public in and for the Province
of Ontario

AFFIDAVIT OF WITNESS

PROVINCE OF ONTARIO) I,
(of the City of Ottawa, in the Province of Ontario,
TO WIT:)
(MAKE OATH AND SAY AS FOLLOWS:

1. That the paper-writing hereunto annexed, and marked "A" is the Bill of Sale and every schedule or inventory thereto annexed, or therein referred to, and every attestation of the execution thereof, as made and given and executed by Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943).
2. That the said Bill of Sale was made and given by the said Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada on the _____ day of _____, 1945.
3. That I was present and did see the said Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said _____ day of _____ 1945.
4. That the said Albert Honore Mathieu at the time of making and giving the said Bill of Sale, resided and still resides at _____ in the City of Ottawa, in the Province of Ontario, and then was and still is the Assistant Deputy of the Secretary of State of Canada.
5. That the name _____ set and subscribed as the witness attesting the due execution thereof is of the proper handwriting of me, this deponent, and that I reside at _____ and am a _____

Subscribed to and sworn before me, this)
(
day of 1945,))
(
at the City of Ottawa, in the Province)
(
of Ontario.)

A Notary Public in and for the
Province of Ontario.

TO WIT:

"Bills of Sale Act"

**A Notary Public in and for the
Province of British Columbia**

Advertisement appearing in Langley Advance,
Abbotsford, Sumas & Matsqui News & Fraser
Valley Record on or about 23rd November, 1944.

File No. 8646

Buildings For Sale By Tender

The Secretary of State and/or Custodian offers for sale by tender:

PARCEL A: School Building, approximately 16 feet by 50 feet, situate on the corner of Coughlan Road and Bradshaw Road, in the Municipality of Langley, in the District of New Westminster.

PARCEL B: School Building, situate on the South East Corner of property described at Lots 1, 3, and 4, part of the North East part of the North East Quarter of Section 28, Township 17, on the Dewdney Trunk Road, in the Municipality of Mission, B.C.

PARCEL C: Hall Building, approximately 16 feet by 32 feet, situate on the East Side of Dennison Road, one-quarter mile North of B.C. Electric tracks, Municipality of Matsqui.

Each tender must be for one of the parcels described, but a separate tender may be filed for each parcel.

A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.

Tenders should be addressed to the undersigned, marked "Tender for Building" up to Noon on the 14th Day of December, and must be accompanied by a certified cheque payable to The Secretary of State as Custodian for 10% of the amount tendered.

Arrangements to inspect will be made by the undersigned. Highest or any tender not necessarily accepted.

These assets are offered for sale without any warranty whatsoever on the part of the Custodian as to condition or state of repair, and the buildings must be moved from their present locations by the purchasers.

Dated at Vancouver, B.C., this 23rd day of November, 1944.

THE CUSTODIAN,
506 Royal Bank Building,
675 West Hastings Street,
Vancouver, B.C.

Kinashita

Mission Farms

Yamamoto

509 Royal Bank Building,
Vancouver, B.C.,
16th December, 1944.

8646
Evacuee Section

Mr. E. Kennedy,
R.R. #1,
Coghlan, B.C.

Dear Sir:

We regret to advise that your offer of \$40.00 for Parcel "A" 'Buildings for Sale by Tender' advertised on November 23rd, 1944, tenders closing at Noon 14th December, 1944, has been rejected. We, therefore, return your Money Order for \$4.00, being 10% of your bid, and would be obliged if you would kindly acknowledge receipt of same.

As all tenders submitted on this Parcel have been rejected, the Custodian is prepared to consider an offer of not less than \$350.00. Any offer which you make should be in writing but it will not be necessary to forward a cheque on account thereof unless further instructed to do so.

Yours truly,

K.W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/DG
Encl.
REGISTERED

8646

22nd June, 1945.

Mr. John J. Leuck,
Laidlaw, B.C.

Dear Sir:

We are in receipt of your letter of June 18th in which you offer to purchase the Japanese School Building situated on the corner of Bradshaw and Coughlan Roads in the sum of \$350.00, this offer to include the wood shed at the rear of the school and the few benches and tables in the building.

This property was advertised for sale by tender on November 23rd, 1944, and we are prepared to recommend the acceptance of your offer.

If you will send us your cheque for \$350.00 together with your full name, address and occupation, the necessary documents will be prepared and forwarded to Ottawa for signature.

Yours truly,

F. G. Shears,
Director.

FGS/PMH

Telephones - Langley 192 and 148

Gibson's

REAL ESTATE :: INSURANCE :: AUCTIONEERING

LANGLEY PRAIRIE, B.C.

*

Nov 7th 1944

Custodian of Alien Property
Vancouver

'A'

Dear Sir:

Re Boylan Road School House

I have today inspected above building, which
is frame construction, shingle roof, unpainted siding outside
1st Joint inside size 16x50x10ft high. In my
opinion this building is worth approximately \$350⁰⁰

Joseph Gibson

MEMORANDUM RE SALE OF CHATTELS

(Apart from Auction Sales)

June 22nd, 1945.

FILE NO: 8646

NAME: Seichi KINOSHITA - Reg. No. 12886

DATE ADVERTISED: November 23rd, 1944.
(or other information)

APPRAISER'S NAME: Joseph Gibson - Ansell

VALUATION: \$350.00 - \$300.00

PURCHASE PRICE: \$350.00

COMMITTEE'S APPROVAL:

PURCHASER'S FULL NAME: John P. Leuck

ADDRESS: Laidlaw, B. C.

OCCUPATION: Farmer

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

YES
Not yet.

NO

ENCUMBRANCES, IF ANY: Nil

LIST OF CHATTELS SOLD: Hall building
Wood shed
Sundry wooden benches and tables.

File No.
8646

Seichi KINOSHITA,
Reg. No. 12886

May 12, 1948

PERSONAL PROPERTY
SECTION

"In Trust "

School Building (Community Hall)

situated on the corner of Coughlan Road and Bradshaw Road,
Municipality of Langley, District of New Westminster,
B.C. built mostly on road allowance, and partly on the
property of the Claimant.

Seichi KINOSHITA makes a Gross Claim in respect
to the above described building as shown in the Realty
portion of his claim under the heading of "Improvements"

\$1000.00

This Building is not included in the sale price of
the Realty, hence is dealt with separately and was sold
after appraisal and advertisement by tender. The title
to the proceeds is presently being clarified and the
funds arising from this personalty are held in Trust on
the Custodian's books.

Appraisal -

(a)	Joseph Gibson -	\$350.00
(b)	Wm. H. Ansell	300.00

Advertisement - In Fraser
Valley Papers as Nov. 23/44

Tenders -

(a)	E. Kennedy -	40.00
(b)	August Dreger	100.00
(c)	Dasie D. Hay	100.00
	- all rejected -	
(d)	John J. Leuck -	350.00

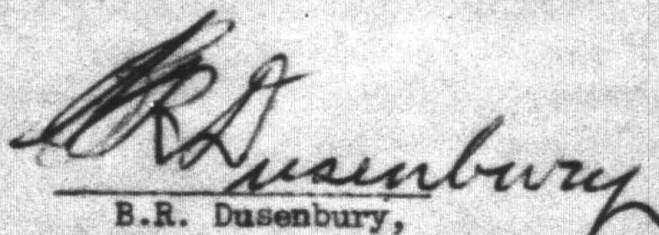
Acceptance of tender (d) - \$350.00

Gross Sale Price 350.00

RECAP:

Gross amount of claim	\$1000.00
" " " sale	<u>350.00</u>

NOTE: - That the net proceeds from this school Building are being
held for clarification of ownership. The net amount at hand
is \$343.63.


B.R. Dusenbury,
Office of the Custodian.

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

Please Quote
V-8-10

P.O. Box 1099,
Vancouver, B.C.
Jan. 22, 1951.

Mr. F.G. Shears,
Custodian of Enemy Property,
675 W - Hastings Street,
VANCOUVER, B.C.

C
O
P
Y

Dear Sir:

Re: Former Japanese Lands in B.C.

This Department has been holding off the market certain lands purchased from the Custodian formerly owned by Japanese veterans or Soldier Settlers. Our Head Office has been discussing the disposal of these lands with Mr. K.W. Wright, Chief Counsel, Custodian's Office, Department of the Secretary of State, and before selling the lands in question it will be necessary to get a clearance from the respective Japanese involved.

This Department has no addresses of the Japanese veterans and Soldier Settlers, but it is understood that you have the information on your files. May we, therefore, have the addresses applicable to the following:

<u>OUR FILE NO.</u>	<u>NAME</u>	<u>DESCRIPTION OF LAND</u>
BC/42-P	MIADA, T. & K. & T.	Pt. S $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec. 26, Twp. 12, N.W.D.
BC/129-P	OKI, H. & T.	Lot 23 of NE $\frac{1}{4}$ Sec. 16, Twp. 12, Map 1676.
BC/132-P	ONURA, Shoi	E $\frac{1}{2}$ of Lot 2 of S $\frac{1}{2}$ of Lot 263, Grp. 1, Map 1051, Maple Ridge.
BC/157-P	SHOJI, G.Y.	Pt. of NE $\frac{1}{4}$ Sec. 5, Twp. 15, Map 3192, N.W.D.
BC/331-P	KINOSHITA, Seichi	Lot 1 of S/D of S $\frac{1}{2}$ of SW $\frac{1}{4}$, Sec. 35, Twp. 10, Map 3130.
BC/455-P	SUZUKI, Goro or Gare	Lot 8 of NE $\frac{1}{4}$ Sec. 36, Twp. 4, Map 1186, N.W.D.

Following receipt of the mailing addresses, we intend to write the Japanese advising them of the possibility of having their lands returned. If they are no longer interested, we might proceed to dispose of the properties to other veterans. However, in case the Japanese wish to return to their properties, we should like to have a statement from you of the cash awards made regarding these properties so that suitable adjustments may be made in each case.

May we have your advice in due course, please.

Yours truly,

G. E. Burrell, A/District Superintendent.

JAC/VHN

Per: "J.A. CASE"

2646 / 12886

30th December, 1948.

Mr. L.E. Dreger,
Benz Road,
MURRAYVILLE, B.C.

Dear Mr. Dreger,

RE: Seichi KINOSHITA
CHattel PURCHASE

Receipt of your communication of the 21st inst.
is acknowledged with thanks.

In view of the fact that you have personally
undertaken to pay the outstanding balance of \$45.00 at the rate of \$5.00
per month starting in January 1949, it is requested please that you date,
sign and return the duplicate copy of this letter to which has been app-
ended an agreement to cover. In your aforementioned letter you mentioned
that payments will start "as soon as possible in January." The agreement
has therefore been dated with payments due on the 15th of each month.

Upon receipt of your agreement the Legal Department
will be informed and requested to withhold action in this case.

Yours truly,

J. Cuning
OFFICE OF THE CUSTODIAN

JG/..

TO: The Sec. of State acting in his
capacity as Custodian.

I, Louis E. DREGER, of Benz Road, Murrayville, B.C. do
hereby acknowledge that I am justly and truly indebted
to The Custodian in the amount of Forty-five Dollars
(\$45.00), this amount being the outstanding balance due
and payable in re a chattel purchase contracted by my
wife and mother during December 1943 or January 1944.
Further to the above acknowledgment of indebtedness I
agree and contract to pay to The Custodian the sum of
Five Dollars (\$5.00) per month starting on 15th Jan.
1949 and continuing for each and every month there-
after until the amount of acknowledged indebtedness is
paid.

DATE Jan 15, 1949

SGB

Louis E. Dreger
Louis E. Dreger

WITNESS:

Martha Berry

8646

21st October, 1948.

REGISTERED

R.M. Anderson Esq.,
c/o Kelly, Douglas Ltd.,
Prince George, B.C.

Dear Mr. Anderson,

RE: Seichi KINOSHITA
R.R. #1, Coughlin, B.C.

During December or January 1943/44 a Mrs. Dreger who occupied Kinoshita's farm at Coughlin (you will remember the farm as the Japanese School was alongside the property) offered to purchase certain of the chattels left in the Protected Area by Kinoshita. The items were appraised by Gibson the auctioneer of Langley Prairie at the following prices:

Kitchen Range	\$45.00	Circulating Heater	\$12.50
Water Pump	6.00	Kitchen Table	1.50
Dishpan & HM Table	1.00	Copper wash boiler	2.50
Mirror & frame	1.50	Wardrobe	6.00
2 Kitch. Cupboards	6.50	Dining Table	7.50
Linoleum on floors	5.00		95.00
		Less 10% appr. fee	9.50
			<u>\$85.50</u>

Upon the approval of the Rural Advisory Committee to the proposed sale of these chattels, Mrs. Dreger paid the sum of \$50.00 on account to you. In accordance with routine practice this amount was received by this office accounting department by cheque from Mr. Gibson.

While reviewing Kinoshita's file for purposes of the current claim hearings it was noted that the balance due of \$45.00 had not been received. On the writer approaching Mrs. Parschauer (Mrs. Dreger's mother-in-law -- who was one of the purchasers), Mrs. Parschauer stated that she in company with Mrs. Dreger had visited Gibson's Auction Rooms in Langley Prairie a number of times subsequent to the original down payment with a view to paying the remaining balance of \$45.00. On one occasion, during July or August of 1944, she in company with Mrs. Dreger visited the Auction Rooms and noted that the same Custodian representative that accepted the down payment was in the Auction Rooms at the time. Mr. Gibson, according to her statement, playfully caught this representative by the collar and said to them "Here's your man". On them explaining that they wished to pay the balance of the account, the representative said "Oh well, if it's just money you want to give me, I'll take it".

In view of the fact that your name appears on the file as being connected with the appraisal, it is presumed by the writer that you are the person to whom the down payment was made. As Mrs. Parschauer has stated that the representative to whom she paid the balance is ~~one~~ and the

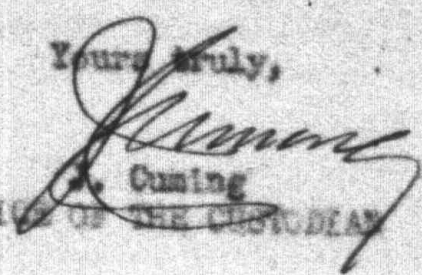
21/10/48 to R. M. Anderson

...balance is the

same person to whom she paid the original down payment, it was considered advisable to write you in this regard.

As this case has been heard by Mr. Justice H.I. Bird insofar as Kinoshita's evidence is concerned, it is now necessary that the Custodian present the defence. In order that we may have the foregoing clarified in time to include it in the defence, it is requested please that you provide all information at your disposal by return mail.

Yours truly,


J. Cuming

OFFICE OF THE CUSTODIAN

JC/..

21st October, 1948.

TO: File 8646

FROM: J. Cuming

RE: Sale of chattels to Mrs. Dreger and o/s balance of account re same.

On 20th Oct., 1948 the writer proceeded to 3534 Price St., Vancouver, B.C. and interviewed Mrs. Parschauer (mother-in-law of Mrs. Louis DREGER).

Mrs. Parschauer stated that she and her daughter-in-law Mrs. Dreger made arrangements to purchase certain articles then the property of Seichi KINO-SHITA and paid to a Custodian agent the sum of \$50.00 leaving a balance owing of \$45.00.

Subsequent to the down payment being made to the Custodian agent in GIBSON'S AUCTION ROOM at LANGLEY PRAIRIE, she in company with Mrs. Dreger twice approached Mr. Gibson desiring to know where the Custodian agent was in order that she might give him the balance.

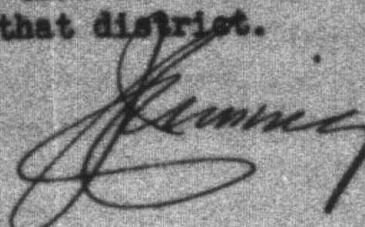
Subsequent to these two attempts to effect payment, she and Mrs. Dreger called at Gibson's Auction Rooms in Langley Prairie and found the Custodian agent (unknown) in company with Mr. Gibson. Mrs. Parschauer stated that Mr. Gibson playfully caught the Custodian agent by the collar and said to Mrs. Parschauer and Mrs. Dreger "Here's your man".

On explaining to the Custodian agent that they wished to pay the balance of the outstanding sale price, the agent said "Oh well, if it's just money you want go give me, I'll take it".

Mrs. Parschauer stated that she and Mrs. Dreger then paid to the Custodian agent the \$45.00 outstanding and the agent advised her that she would receive an official receipt through the mail. This receipt was never received, and Mrs. Parschauer told the writer that she didn't bother about it as her son ~~had returned~~ (Louis Dreger) had just returned from Overseas and the three of them felt that it was not necessary due to the fact that they had paid the account before witnesses.

Mrs. Parschauer stated that Louis Dreger and his wife live in Murrayville and that Louis Dreger works in the Co-op store at Langley Prairie.

Mrs. Parschauer also stated that the Custodian agent who received the outstanding \$45.00 was the same agent who originally took the down payment of \$50.00. She could not remember his name, but stated that he "was the regular one" -- presumably the representative most active in that district.



Is no. 8646

Barnwell, Alta.

May 12, 1948.

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

EVACUATION SECTION	
Rec'd.	MAY 25 1948
File No.	7646
Ans.	
Referred	

Dear Sir:-

Have received your letter of April 2nd 1948, which states for definite proof of the owner of the "Community Hall".

The "Community Hall" was not registered in any way, and responsibilities for the Hall were on the President and the Treasurer and myself.

I have inquired and have talked over this matter with the members who are living out here, and have contact with the members in British Columbia, and also with the members who have moved to Ontario, (one-third of the members for the Community Hall have return to Japan.), and the result from

the members were to send the signatures
of the President and the Treasurer of the
"Community Hall"; to state ^{that} the sale of this
property is mine, so I am sending the
signatures of the President and the Treasurer, so
will you please send me the cheque for the amount
of the fund in the trust account.

Will you please send me the cheque for
those chattels, such as kitchen range, circulating
heater, water pump, etc. sold to Mrs. L. E. Greger,
at total sale price of \$85.50. $50^{\circ}50' + 35^{\circ}$

Our present address is Barnwell (and our
former address was Raymond), as we have moved
here about one month ago.

Thanking you.

I remain

Yours sincerely,

Seichi Kinoshita Reg. no. 12886

President - Kushi Kinoshita Reg. no. 12890

Treasurer. - Shesuke Kitagawa, Reg. no. 12817

July 27th, 1945

MEMORANDUM

TO: MR. G. PETERS
FROM: MR. K. W. WRIGHT
RE: Seichi KINOSHITA and
School Building situate on
Coughlan Road

In accordance with your request, we are forwarding herewith Bill of Sale, in triplicate, in order that this may be signed by the purchaser, Mr. Leuck.

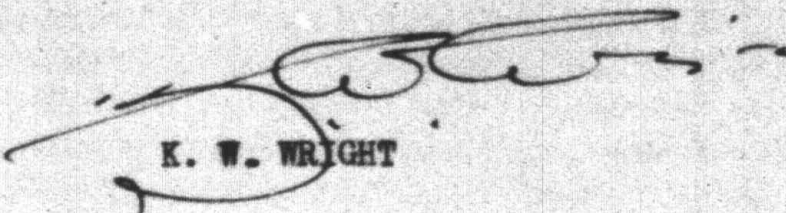
In glancing over the file, I notice that several parties interested referred to removal of the building and one suggested dismantling. I also note that the Director, Veterans' Land Act, admits they have no jurisdiction for the reason that they did not purchase the building, but assume they will want it taken away.

When the purchaser's signature is obtained, some arrangement should be made for the reason that his letter of the 18th of June, 1945, does not state what he intends to do.

When the document is returned from Ottawa, I think you should notify the Director, Veterans' Land Act, that the building has been sold and will be removed by the purchaser, and there should be some undertaking to clear away any debris so that the Director, Veterans' Land Act will not complain. Clauses relative to removal of building ^{and debris} are to be found on Page 2.

Consideration must be given to crediting all funds received to the proper account. I have not gone all through the file, but notice that when I drew the Special Vesting Order, a clause was inserted indicating that the building was erected by persons of the Japanese race whose names were unknown to the Custodian. If these funds are placed to the credit of Seichi KINOSHITA, it would be well to specify that he holds the funds in trust for unknown Trustees of the Japanese School situate on Coughlan Road.

If KINOSHITA has not been written it would be advisable to secure information from him in regard to the ownership of the building.


K. W. WRIGHT

KWW/JF
Attach.

509 Royal Bank Building,
Vancouver, B.C.,
2nd August, 1945.

8646
Evacuee Section

G.W. McPherson, Esq.,
Executive Assistant to the Secretary
of State,
Victoria Building, 7 O'Connor Street,
Ottawa, Ontario.

Dear Mr. McPherson:

Re: School Building, situate on
Coughlan Road, Langley, B.C.

The above was advertised for sale by public
tender from November 23, 1944 to December 14th, 1944. Offers received
ranged from \$40.00 to \$100.00, all of which were rejected as they
were far below the appraised value of \$350.00.

We are now in receipt of offer of \$350.00
from Mr. John Joseph Leuck and would recommend that same be accepted.

If this offer meets with the approval of the
Custodian, will you be good enough to have the enclosed Bill of Sale,
in triplicate, executed and return to this Office.

Yours truly,

K.W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/DG
Encls.

File 8646

APPEARING IN THE VANCOUVER DAILY PROVINCE

JAPANESE VETERANS CAST BALLOTS AT HOPE
(Special to the Daily Province)

HOPE, June 12 - Two Japanese from Tashmo evacuation camp cast their votes here in Monday's federal election.

They were Saburo Sato and Sechi Kinoshita, who produced documents to show they were honourably discharged veterans of Canada's armed forces in First World War.

They were permitted to vote after taking the oath of allegiance.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

ADDRESS ALL
COMMUNICATIONS
TO THE
CUSTODIAN'S OFFICE
PLEASE REFER
TO
FILE NO. **8646**

WHEREAS The Secretary of State of Canada acting in his capacity as Custodian under or by virtue of Order in Council No. P.C. 1665, dated the 4th day of March, 1942, as amended, may order that all or any property whatsoever situated in any protected area of British Columbia, belonging to any person of the Japanese race, may for the purpose of protecting the interest of the owner or any other person, be vested in the Custodian.

AND WHEREAS persons of the Japanese race whose names are unknown to the Custodian, erected a school building on the Coughlan Road, north of Yale Road, in the Municipality of Langley, in the District of New Westminster, in the Province of British;

AND WHEREAS the said school building is situated in a protected area of British Columbia;

AND WHEREAS the said school building was erected on land that did not belong to persons of the Japanese race;

AND WHEREAS the lands on which the said school building is erected are part of a road allowance shown on a registered map or plan deposited in the Land Registry Office at the City of New Westminster, in the Province of British Columbia, and Numbered 3130;

AND WHEREAS it appears that the interests of the said unknown persons of the Japanese race in the said school building should be vested in the Custodian;

NOW THEREFORE The Secretary of State of Canada acting in his capacity as Custodian under or by virtue of the provisions of Order in Council No. P.C. 1665, dated the 4th day of March, 1942, as amended, and the applicable provisions of the Revised Regulations Respecting Trading With The Enemy (1943) hereby orders that the interests of the said unknown persons of the Japanese race in the building formerly used as a school building be, and the same are hereby vested in The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943)

DATED at OTTAWA, ONTARIO, this *14th* day of November, 1944.

W. Mathison
Assistant Deputy Custodian

File No. 8646 (Evac)

November 4th, 1944

MEMORANDUM

TO: MR. F. G. SHEARS

FROM: MR. K. W. WRIGHT

RE: Seichi KINOSHITA

Attached hereto you will find Vesting Order that should go forward to Ottawa for signature of the Assistant Deputy Custodian.

At the meeting of the Rural Advisory Board, held yesterday, it was decided to offer the building for sale by tender, and an advertisement will be prepared. This will provide that the purchaser must remove the building as it was erected upon the road allowance referred to in the Vesting Order.

Will you be kind enough to obtain a valuation of the building.

KWW/JV
Attach.

K. W. WRIGHT

REG.
NO.

12886

NAME

KINOSHITA, Seichi

FILE
NO.

8646

ASSURED

THE SECRETARY OF STATE OF CANADA ACTING IN HIS CAPACITY AS CUSTODIAN

COMPANY

Law Union & Rock
Insurance Co. Ltd.

POLICY NO.

29210

AMOUNT

\$120.00

PREMIUM

\$1.00

RATE

2.50

TERM

3 Yr.

EXPIRATION

Oct. 13, 1945

PROPERTY INSURED

\$120.00 On frame, shingle- roof
Chickenhouse.

LOCATION

Lot 1, S $\frac{1}{2}$ of S $\frac{1}{2}$ Sec. 35, Twp. 10
N.W.D., Municipality of
Langley P aiso, B. C.

LOSS PAYABLE

Soldier Settlement Board

INSURANCE AGENT

RENTAL AGENT

E
REMENTS*Transferred to SSB*

[illegible]

FIRE INSURANCE SUMMARY

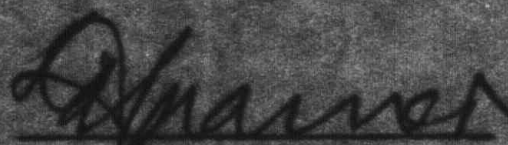
File No. 8646.

Seichi KINOSHITA - Reg. No. 12886.

The above named Japanese declared on his JP Form, signed 7th May, 1942, that he had a Fire Insurance Policy No. 27804 in the Law Union and Rock Insurance Co., \$500.00, covering his house and furniture. However, it was found that Law Union and Rock Policy No. 27804 was written for \$450.00, covering his dwelling only, and the Custodian's Insurance Department placed a Policy with the Law Union and Rock No. 29210 - \$120.00, covering a chicken house, expiring October 13th, 1945. Both the above policies were transferred to The Director, The Veterans' Land Act and an unearned Premium of \$6.61 was placed to Seichi KINOSHITA'S credit.

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

July 22nd, 1946.


U. A. CRAMER.

DAC:JS

Canada

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

SEP 30 1944

JAPANESE EVACUATION SECTION

File No. 8646
Reg. No. 12886

506 Royal Bank Building,
Vancouver, B. C.

Mr. Seichi KINOSHITA,
Tashme, B. C.

Dear Sir:

Re: Lot 1 of Subdivision of South half of South East quarter
of Section 35, Township 10, Map 3130, Municipality of
Langley, in the District of New Westminster. C. of E. 52628.

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	\$ 1456.00
Add:	6.61
Unexpired insurance premium as at January 1st, 1943	1462.61
Less:	
Tax arrears to December 31st, 1942	\$ 29.30
Registration fee	n11
Encumbrance—Principal	1269.12
—Interest	
Net proceeds of sale	1298.42
	\$164.19

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.

R

1943		Debit	Credit	Balance
Jan. 1	Balance Brought Forward (re horse)	10.00		10.00 CR
	Credit re Sale of Property		164.19	
	Land Registry Office, Certificate of Encumbrance	1.00		
Mar. 11	Maple Ridge Co-operative		.18	
17	Fire Insurance Premium	3.00		
1944				
Jan. 13	Proceeds of Auction Sale		40.50	
Apr. 28	Proceeds of Auction Sale		101.83	
		<u>4.00</u>	<u>316.70</u>	<u>312.70 CR</u>

SOLDIER SETTLEMENT and VETERANS' LAND ACT.

File No. **J.L.327**
BC/331P

Vancouver, B.C.

August 21, 1944

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

KINDSHTA, Leichi

Dear Sir:-

Re: **MUNICIPALITY OF LANGLEY**
Lot 1 of Subdivision of S₁ of
S.E.₁ of Sec. 35, Tp. 10,
Map 3150, N.W.D.

I beg to acknowledge receipt of Duplicate
Certificate of Title No. **175737E** of the New Westminster
Land Registry Office for the above parcel of land in the
name of The Director, The Veterans' Land Act.

Herewith is Veterans' Land Act cheque
for \$ **157.58** in favour of The Secretary of State,
dated **August 21, 1944** being the amount of the purchase
price in full of the above land arrived at as follows:-

Purchase Price	- \$ 1456.00
Less arrears of taxes to January 1st, 1943, 29.30	- \$
Paid Soldier Settlement of	
Canada to clear encumbrance	1269.12 1298.42
Amount paid to Secretary of State:	- \$ 157.58

*no Reg
free*

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

Yours truly,

T. Todrick
T. Todrick,
DISTRICT SOLICITOR

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

Solicitor for The Secretary
of State.

Aug 22, 1944
Date

Selchi KINOSHITA

File No. 8646
Reg. No. 12886

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 December 24	Sale of 1 horse (dead)	\$	\$ 10.00	
1943 January 1	Credit re Sale of Property Land Registry Office - Certificate of Encumbrance	1.00	164.19	
March 11	Maple Ridge Co-operative		.18	
March 17	Fire Insurance premium	3.00		
1944 January 13	Proceeds Auction Sale		40.50	
April 28	Proceeds Auction Sale		101.83	
1945 April 23	Legal fees re sale of property	15.00		
		\$ 19.00	\$ 316.70	

CR. \$297.70

Accounting Department,
February 18, 1948.

1948 March 12- Cheque to you

297.70		
<u>316.70</u>	<u>316.70</u>	<u>NIL</u>

File No. 8646
Reg. No. 12886

Seichi KIMOSHITA "Trust Account"

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944 April 19	Rent for May/44		\$ 5.00	
June 7	Rent for June/44		5.00	
July 4	Rent for July		5.00	
October 10	Rent to November 14/44		5.00	
December 18	Valuation fee	7.50		
1945 January 8	Advertising	3.87		
May 11	Valuation fee	15.00		
1946 October 9	Sale of school building		350.00	
		\$ 26.37	\$ 370.00	

CR \$ 343.63

Accounting Department
February 18th, 1948

File No. 8646A
Reg. No. 12886

Seichi KINOSHITA "In Trust"

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944 October 10 December 18	Rents collected Valuation fees	\$ 22.50	\$ 20.00	
1945 January 8 October 9	Advertising Sale of building	3.87	350.00	
1948 June 9	Cheque to you	343.63		
		\$ 370.00	\$ 370.00	

WTL

Accounting Department
June 9th, 1948

NAME KINOSHITA, Eiichi

REGISTRATION NO. 12886

FILE NO. 8646

The following chattels were sold by public
auction at Langley, B. C. ON November 25, 1943.

X	Bed		\$ 12.00
	Fly board M		0.05
X	Gramophone & records M		2.00
	Plane + I		0.25
D	4 Bowls c		0.55
	Crockery c		0.25
	Crockery c		0.50
	Crockery c		0.25
	Sundries M		0.10
	Nails M		0.90
	Wrapping paper M		0.35
	Oiling Pail + I		1.00
	Coffee pot K.		0.25
	Flower pots +		1.00
	Crockery H.		0.50
	Sundries M		0.25
	Platter c		0.25
	2 Platters c		0.75
	Crockery c		0.60
X	Hop & broom		0.25
X	Settee Set		8.00
	Fork & Hoe + I.		0.50
	Iron Pot		0.50
D	Wrenches & hammer + I.		0.75
	Square wrench & plane + I.		1.25
	Sundries M		0.25
	Electric Supplies M		0.50
X	Cushions & screens +		0.25
	Total:	Carried Forward	\$ 34.05
	Net Expenses		\$
	Net Proceeds Received:		\$
	Amount of Auctioneer's Staff Present:		
	Amount of Auctioneer's Staff Present:		
	Amount of Auctioneer's Staff Present:		

NAME KINOSHITA, SeichiREGISTRATION NO. 12886FILE NO. 8646

The following chattels were sold by public
auction at Langley, B.C. on November 25, 1943

Brought Forward

\$ 34.05

~~X~~ Screens

30.60

~~X~~ Pot & Tray

0.25

~~X~~ Muffin Pans

0.25

~~X~~ Miscellaneous

0.25

~~X~~ Plates & cups

0.25

~~X~~ Basket & miscellaneous

0.25

~~X~~ Meat Chopper

0.75

~~X~~ Platters

0.25

~~X~~ Platters

0.25

~~X~~ Miscellaneous

0.10

~~X~~ Jars

0.25

~~X~~ Frying pans, pan & contents

0.50

~~X~~ Lantern & pot

0.50

~~X~~ Lantern

0.75

~~X~~ Jug

0.10

~~X~~ Table

0.25

~~X~~ Plant Stand

0.50

~~X~~ Sledge Head

0.40

~~X~~ Sundries

0.50

~~X~~ Pans & sad iron

0.25

~~X~~ Curtain

1.60

~~X~~ Sundries

0.10

~~X~~ Tub

0.25

~~X~~ Fork & hoe

1.00

~~X~~ Peavy & axe

1.25

~~X~~ Hoe & rake

0.50

~~X~~ Hoes & miscellaneous

1.10

~~X~~ Total:

Carried Forward

\$ 47.35

~~Number of Exhibits:~~~~Number of Exhibits:~~~~Number of Exhibits:~~~~Number of Exhibits:~~~~Remarks:~~

NAME KINOSHITA, Seichi

REGISTRATION NO. 12886

FILE NO. 8646

The following chattels were sold by public
auction at Lansley, B. C. on November 25, 1943

	Brought Forward	\$ 47.35
X	Hoe + I	1.50
X	Hoe + I	1.35
X	Jars	0.50
X	Jars	0.50
	Lacrosse Stick M	1.00
	Sundries W	0.25
	Tray + I	0.90
X	Jars	1.00
X	Organ	5.00
	Garbage Can M	0.75
X	Bed & spring	21.00
X	Bed & spring	15.00
X	Blue mattress	3.00
X	Baby buggy	2.50
X	Cable Choke + I	0.50
X	Peavey + I	2.50
X	Cross Cut Saw	3.00
X	Box heater & pipe + I	1.50
X	Flaw	7.50
X	Brooder Stove	2.50
	Steamer H.	0.85
X	Tub, pail & boots M	1.50
X	Oil can & boots + I	0.85
	Wrench & miscellaneous + I	0.50
X	Pail & nails M	0.10
X	Choker & cable + I	2.40
X	Mattock & hoe + I	1.55
	Total: Carried Forward	\$ 126.85

~~Less expenses:~~

\$

~~Not received or credited:~~

\$

~~Members of Custodian Staff Present:~~

~~Excess from auctioneering list not~~

~~Received~~

NAME KINOSHITA, Seichi

REGISTRATION NO. 12886

FILE NO. 8646

The following chattels were sold by public
auction at Langley, B. C. on November 25, 1943

	Brought Forward	
S X Shovel & Wedges ✓ I		\$26.85
S X Sledge & Augur ✓ + J		1.50
S X Shovel & Axe ✓ + T		3.00
X Grubbers ✓		0.65
		0.50

Total:

Less Expenses: (Auctioneer's Fee: \$13.24
(Advertising: 1.03
(Movings: 16.40

Net Proceeds Credited:

\$ 132.50

\$ 30.67

\$ 101.83

Members of Custodian Staff Present. *MR. Carlson*

Extracted from Auctioneering list No. Langley 1

Remarks.

LIABILITY SUMMARY

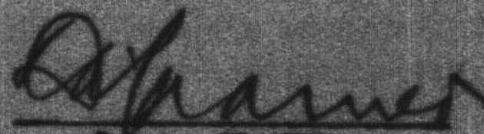
File No. 8646.

Seichi KINOSHITA - Reg. No. 12886.

The above named Japanese declared on his JP Form, signed May 7th, 1942, that he had no Personal or Trade Debts, and we can find no evidence of any claims having been filed against him.

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

July 22nd, 1946.


D. A. CRAMER.

DAC:JS

16 Dec 48

TO: File 8646 Seichi KINOSHITA
FROM: J. Cuming
RE: Interview with Mrs. L. Dreger, telephone conversation with Mr. L. Dreger and interview with Gibson's on 15 Dec 48.

In company with Mr. Reed, Mr. Brown, I proceeded on 15 Dec 48 to Langley Prairie, BC and interviewed Mr. Gibson Sr and Jr at their offices. Mr. Gibson Jr produced all records at their command in re the o/s balance owed by the Dregers (\$45.00) and inspection of same failed to reveal that Gibson's had received this balance.

I quoted Mrs. Parschauer's comment to Gibson Sr. ~~xxxx~~ and Jr. in re one of them taking a Custodian agent by the collar and saying "Here's your man" as per memo on file d/21 Oct 48 and neither of them remembered the incident, also vehement in their assurance that their relations with both Anderson and Carlson were of such a nature that this would not have occurred.

I proceeded to L. Dreger's home (last house on left on Bens Rd. at Murrayville, B.C.) and Mrs. Dreger was speaking with Mr. Dreger on the 'phone when I arrived. I talked with both parties prior to Dreger hanging up. Mr. Dreger was not aware of the actual circumstances surrounding the sale, but Mrs. Dreger assured me that she had NOT been with Mrs. Parschauer when Mrs. Parschauer stated that she paid the balance as per her remarks in memo d/21 Oct 48. Mrs. Dreger stated that she lived with Mrs. Parschauer whilst her husband was in the Army, paid \$45. per month to Mrs. Parschauer, this sum was supposed to include all expenses--including the purchase of the Kinoshita chattels. Mrs. Dreger expressed herself as believing that Mrs. Parschauer HAD NOT paid the balance outstanding of \$45.00

I requested Mr. Reed to step into the house and on his so doing Mrs. Dreger repeated for him:

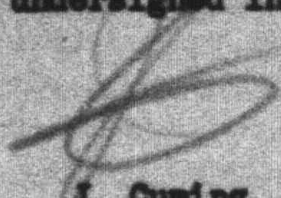
- a) That she had not been with Mrs. Parschauer at Gibson's Auction Rooms at anytime.
- b) That she didn't believe that Mrs. Parschauer had ever paid the balance.

Mrs. Dreger then proceeded to outline some domestic financial discord existing between herself and Mrs. Parschauer which ~~xxxxxx~~ is not important to this case other than that Mrs. Parschauer might have withheld Mrs. Dreger's money to the extent of paying her share of the chattel purchase.

Mrs. Dreger stated that rather than cause too much trouble for Mrs. Parschauer that she would obligate herself to the extent of paying the outstanding balance.

Previous to ceasing the telephone conversation with Mr. Dreger, I gave him notice that on 1 Jan 49 this office would take whatever action it deemed necessary in order to collect and in view of the family discord outlined above, we would withhold action until that date in order that Dreger could talk the matter over with his mother Mrs. Parschauer. Dreger promised to advise the undersigned in re his talk with his mother prior to 1 Jan 49.

JC/..


J. Cuming
Admin. Dept.

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(HIS HONOUR JUDGE R.M. EDMANSON, SUB-COMMISSIONER).

10

Lethbridge, Alberta,
August 3rd, 1948.

IN THE MATTER OF THE CLAIM OF
SEIICHI KEMOSHITA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

G.E.A. RICE, Esq., K.C.,

appearing for the
Dominion Government.

W.E. HUCKVALE, Esq.,

appearing for the
claimant.

MISS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30

S. Kinoshita,
In Chief.

THE SECRETARY: Case No. 524, Seichi Kinoshita.

SEICHI KINOSHITA, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Kinoshita, you, I believe, are a veteran of
World War I? A: Yes, I am.

Q And I am instructed that you served overseas with
the 52nd Battalion in France and the Low Countries
10 for a number of years?

A Yes.

Q And were you wounded?

A I was wounded three times.

Q And are you a naturalized Canadian?

A Yes.

Q Now I believe you are also a member of the Canadian
Legion, are you not? A: Yes, I am.

Q Now when you came back from the First Great War,
did you buy any property in British Columbia?

20 A Yes, from the Soldiers Settlement Board.

Q You bought land from the Soldiers Settlement Board?

A Yes.

Q And I believe that was an 18 acre piece; am I
correct? I beg your pardon, 26 and a fraction
acres? A: Yes, 26 acres.

Q And it was described as Lot 1 of the South Half
of the South-east Quarter of Section 35, Township
10, containing 26.82 acres more or less, in the
District of New Westminster?

30 A Yes.

Q Now with respect to that real property, will you take a look at that form (indicating), please? x

A Yes, I see it.

Q Have you read that form over? A: Yes.

Q And is that your signature on it?

A Yes, it is.

Q And are the particulars given in that form true and correct to the best of your knowledge, information and belief? A: Yes, it is true.

10 MR. HUCKVALE: I tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Q Had you had any experience as a farmer when you bought that land?

A No, I had no experience.

Q Now were you under the impression that part of it had been cleared at the date you bought it through the Soldiers Settlement Board?

A Yes, I understood that.

Q And how many acres did you imagine were cleared at the time that you originally purchased it?

20 A I understood from the Soldiers Settlement Board that about 7 acres had been cleared; that was my understanding when I bought it.

Q And later on what turned out to be the fact?

A I don't know how much had been cleared myself but I just took their word for it that 7 acres had been cleared.

Q Well, did you ever estimate or measure the land that was actually cleared at the time of purchase?

30 A No, I didn't; I just took their word for it.

Q Well you got into arrears under this contract to purchase from the Soldiers Settlement Board, is that correct?

A Yes, I did.

Q And did you make an effort to have the land re-valued some years later?

A No, I made some improvements in the meantime.

Q But did you try to get your contract re-valued by the Soldiers Settlement Board?

10 A Yes, I did request a re-valuation.

Q And on what basis did you apply for the re-valuation?

A It was taken to Court at New Westminster. The matter was taken up in Court.

Q And what happened?

A At that time it was re-valued at \$1,080.00.

MR. RICE: \$1,080.00?

A It is \$1180.00. That is the right amount.

MR. HUGHVALL: And what was the reason that this purchase price was cut down?

20

A At the time I purchased it I was given to understand that there were 7 acres cleared but later I found it was only about half an acre, and therefore the value was brought down from the original price.

Q Now, I believe that that was in 1938 that that re-valuation was made, is that correct?

A About that time.

Q And how did you get along as a farmer after that? Were you learning as you went along?

30 A Yes, gradually as I went on I learned more about it.

5
S. Kinoshita,
In Chief.

Q Did you manage to support your wife and family off this place?

A Yes, I did.

Q Did you have any outside source of income at all?

A I earned a little money by going out helping people with extra work.

Q How were you still farming this land when World War No. 2 broke out?

A Yes, I was.

10 Q Will you tell the Judge in your own words how you happened to leave this land during World War 2?

A When we all went to Hastings Park, when we were all sent to Hastings Park, I was appointed as guard there.

Q I didn't quite get that answer.

THE SUB-COMMISSIONER: When in Hastings Park camp he was appointed as a guard. I presume it was as a member of the Veterans Guard.

A No, to guard the camp.

20 THE SUB-COMMISSIONER: Q: The camp itself?

A Yes.

MR. HUCKVALE: Q: Well, were you sent to that camp as an internee?

A No, I was not.

Q In what capacity were you sent to that camp?

A I was asked by the Legion to go there.

Q As a guard or an internee?

A As a guard.

Q Now then, did you know how long your term as a guard would last?

6
S. Kinoshita,
In Chief.

A No, I did not know.

Q Were you uniformed?
given a scarf on my sleeve.

A: I was just

Q And were you armed?

A No, I was not.

Q Now when you left to become a guard, what did you
do with respect to your farm?

A I did not know when I would return, so that I
leased the place.

10 Q What did you do with respect to your wife and the
family?
A: I left them in
Vancouver.

Q Well they were on the farm, I take it?

A No, in the city of Vancouver.

Q Were they living with you on the farm at the time
that you left to become a guard?

A No, we left at the same time.

Q You left at the same time?

A Yes.

20 Q That is, left the farm at the same time?

A Yes, left the farm at the same time.

Q And did you make a home in Vancouver for your wife
and the children?

A No, I rented a house and left them there.

Q In Vancouver?

A In Vancouver city.

Q Now then, what happened to your household goods
and farm equipment?

A I locked up my household goods in one room in the
house but the farm equipment was left just as it

30

was.

Q And the tenant to use the farm equipment, I take it?

A I gave no such permission but I wouldn't be sure whether they were used or not.

MR. HUCKVALE: Perhaps, sir, at this time my friend might file the farm appraisal report.

THE SUB-COMMISSIONER: The farm appraisal report will be Exhibit 2.

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 2)

10 MR. HUCKVALE: Q: Now on this farm there was a community hall built, is that right?

A Yes, there was.

Q And were you a member of the Association that built that hall?

A Yes, I helped them.

Q Well were you a member of the Association?

A Yes, I was a member.

Q Have you seen any other members of the Association since evacuation?

A: Yes, I have met

20 two or three others.

Q And they have authorized you to make a claim for that particular building?

A Yes. There were some members returned to Japan and there were others who sent me letters giving me authorization.

Q Now, Mr. Kinoshita, you made a claim for a large number of chattels left on the farm, is that correct?

A Yes.

30 Q And that list is a supplement to the claim you

S. Kinoshita,
In Chief.

filed, is that correct?

A Yes, that is correct.

Q And with respect to the chattel claim, has that form been prepared in accordance with your instructions?

A Yes, it was.

Q Would you ask him if he would sign it, please?

A (Witness complies).

10 Q And is that form true and correct to the best of your knowledge, information and belief?

A Yes, it is true.

MR. HUCKVALE: I will file that, sir.

(STATEMENT MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Perhaps my learned friend would file the personal property analysis at this time.

(ANALYSIS MARKED EXHIBIT NO. 4).

MR. HUCKVALE: Q: Did you make an inventory of these chattels before you left?

A Yes, I did.

20 Q And was an inventory made by the Custodian and sent to you?

A Yes.

Q And did you sign the inventory that the Custodian made?

THE INTERPRETER: To that last question he said that the list made to the Custodian and his list do not quite coincide.

MR. HUCKVALE: The two lists do not quite coincide?

30 A Yes.

THE SUB-COMMISSIONER: The two lists.

MR. HUCKVALE: Yes, the two lists do not quite coincide.

Q I take it your inventory is that which you have attached as a supplement to your claim?

A Yes, that is correct.

Q Did you have any bicycles at the time you left the farm?

A Yes, there were, but I withdrew the claim for those later.

10 Q You withdrew the claim for the bicycles?

A Yes, later.

Q What about a tricycle?

A I left that behind.

Q And were there some screen doors on that farm?

A Yes, there were.

Q Were they part of the building or were they loose?

A No, they would be used as screen doors.

Q Did you have any singletrees?

A Yes.

20 Q And were they left behind in the place?

A Yes.

Q And a block; do you remember claiming for a block?

A Yes.

Q Was it left behind on the farm?

A Yes.

Q I take it that by a block you mean a pulley, do you?

A Yes.

Q You have made a claim for a Red Hot brooder stove?

A Yes.

30 Q Was that left behind on the farm?

S. Kinoshita,
In Chief.

A Yes, it was.

Q And a hay cutter? Do you remember anything about that?

A: Yes, I remember.

Q Was it left behind on the farm?

A Yes.

Q And a bucksaw?

A: Yes.

Q Was that left behind, too?

A Yes.

Q And four pliers?

A: Yes.

10 Q Were they left on the farm? A: Yes.

Q You claim for 50 feet of fence net?

A Yes.

Q Which you valued at \$2.00? A Yes.

Q Was it rolled up, or how?

A Yes, it was rolled up.

Q And it was left on the farm?

A Yes.

Q And you claim \$3.00 for a shovel?

A Yes.

20 Q Was it left behind on the farm?

A Yes.

Q Now, Mr. Kinoshita, when you left to become a guard at Hastings Park had you any idea that you were going to be evacuated?

A No, I had no such idea.

Q Did you ever get a chance to go back to this farm after you had left it?

A No, I didn't have the opportunity because it would entail a lot of time and I would get back after curfew.

S. Kinoshita,
In Chief.
Cross-Exam.

Q Now you have put in a claim for certain military photographs and other mementoes, is that correct?

A I would like to claim on them, too, but as I don't know the value of them I can't say what it is.

Q Have they ever been returned to you by the Custodian?

A No, they were never returned.

Q Would you answer Mr. Rice, please?

10 CROSS-EXAMINATION BY MR. RICE:

Q Now, I see here there are a number of chattels which do not quite agree -- for instance, the organ was valued at \$100.00 on the original claim and it was valued on this other claim at \$200.00, the personal chattels claim.

20 MR. HUCKVALE: That is right, I have been over a great many of these chattels with this man and sometimes we have considered his original value too high and we have cut it down on the claim and where I have got it cut down on the claim, I have set it down and you can rely on it where I have put it down and changed the amount, that is the amount that we are claiming. This organ is \$25.00, not \$200.00 as Mr. Rice said.

MR. RICE: I beg your pardon, it is \$25.00.

MR. HUCKVALE: It is \$25.00 instead of \$100.00.

MR. RICE: I admire the frankness of my learned friend when he assists the Commission in that manner.

30 Mr. Justice Bird has got quite a job on his hands to be fair with all of these people.

S. Kinoshita,
 Cross-Exam.
 Re-Direct Exam.

MR. HUCKVALE: I will read from the form I have filed which is as follows: "In making out my original claim I valued articles at their replacement cost. I am advised this was incorrect and will therefore submit to the sub-Commissioner a list which shows actual cost and depreciated value at date of evacuation". And I beg your pardon, I haven't put that in.

THE SUB-COMMISSIONER: I was going to say it is not in.

10 MR. HUCKVALE: I am glad my learned friend called my attention to that.

RE-DIRECT EXAMINATION BY MR. HUCKVALE:

Q I show you this list and I believe that corresponds with your claim, does it not?

A Yes, it does.

Q And you have re-valued your claim in here?

A Yes, I have.

Q And that was after going over it with me?

20 A Yes.

Q And you have now put in what you consider to be re-sale values instead of replacement values?

A Yes.

MR. HUCKVALE: I will file that, sir. I am sorry I omitted that before.

THE SUB-COMMISSIONER: Yes, all right. That will be Exhibit 5.

(STATEMENT MARKED EXHIBIT NO. 5).

MR. RICE: What was that again? A revised list?

30 MR. HUCKVALE: A revised value list.

MR. RICE: What is the total?

MR. HUCKVALE: I haven't totalled it up. They are all set out in that manner.

MR. RICE: I take it that you are revising your claim that you filed to the extent set out in Exhibit, what is that number?

THE SUB-COMMISSIONER: Exhibit 5.

MR. RICE: Exhibit No. 5.

MR. HUCKVALE: That is right; we will admit that.

10 MR. RICE: You admit that?

MR. HUCKVALE: Yes, I do.

MR. RICE: Q: You admit that? A: Yes.

MR. RICE: If it pleases your Honour, I am submitting the real estate was sold at its fair value and that the chattels that were sold were sold at their fair value; the chattels that have been lost, destroyed or mislaid, the Custodian is not responsible for because they were turned over by the claimant to another party and those that were turned over to the Custodian and came into the Custodian's possession, the charges or the value placed on the same by the claimant is exorbitant.

20

RE-CROSS EXAMINATION BY MR. RICE:

Q You leased this land, did you not, on April 29th, 1942?

A: Yes.

Q To Jacob D. Hildebrandt? A: Yes, to Jacob D. Hildebrandt.

Q And you also leased the livestock and the imple-
ments?

A: I gave him

30

S. Kinoshita,
Re-Cross Exam.

permission to use some of the smaller tools but not as a whole. I didn't give him permission to use everything on the land.

Q Well the livestock, who was to look after them when you left?

A: I did not give him permission to use the horse. I fenced the horse in and left it on the farm.

Q In whose custody did you leave the cattle or horses?

A No, I just left the horse on the farm. I made no arrangements for anyone to look after it.

10

MR. HUCKVALE: I do not think he had any cattle. There is no claim for cattle.

MR. RICE: Q You just left the horse there and had no one to look after it at all; just walked off and left it, is that it?

A I arranged for the lessee to water and feed the horse.

Q You left it in the lessee's custody?

A Yes.

20 Q The building that was formerly a Japanese school, you say that you do not own?

A It belonged to the Association.

Q It belonged to the Association?

A Yes.

Q It doesn't belong to you?

A No, it doesn't belong to me.

Q Well didn't the Association agree to sell it for \$350.00?

A: No, there was no agreement to sell the building. We received about \$343.00 from the Custodian.

30

Q And when that building was sold it had to be removed from your land, did it not?

A No, there was no arrangement like that.

Q There was no arrangement but they couldn't keep it on your land, the owner couldn't keep it on your land?

A: No, I gave no such

permission.

Q The Association didn't own the land on which the building was situated?

10 A No, it belonged to me.

Q The land belonged to you, that is right?

A Yes, the land.

Q Therefore, the building could not be sold unless it was sold with the understanding that the purchaser would remove the same?

A I had no such understanding.

Q When you bought your farm did you look at it before you bought it; did you inspect it?

A Yes, I did see it.

20 Q And you say you understood there were 7 acres under cultivation?

MR. HUCKVALE: Cleared.

MR. RICE: Q: Or cleared, excuse me.

A Yes, I understood there was 7 acres.

Q Cleared?

A: Cleared.

Q And you say afterwards you found out there was only one acre cleared, is that it?

MR. HUCKVALE: A half of one acre.

30 MR. RICE: Q: A half of one acre?

S. Kinoshita,
Re-Cross Exam.

A When I bought it the S.S.B. appraiser came and told me there was 7 acres cleared. That was only standing only.

Q But you had looked at the property yourself and saw it before you bought it?

A Yes, I did see it.

Q And then afterwards you found out there was only half an acre cleared?

A Yes.

10 Q And you couldn't tell the difference between 7 acres and a half an acre of cleared land then?

A Because I didn't understand.

Q You didn't understand?

A: I didn't understand how it was measured.

Q You say the matter came up in Court in Vancouver or New Westminster and the price was reduced to you?

A Yes.

Q Was that under the Farmers Creditors Arrangement Act?

A: Yes.

20

MR. HUCKVALD: I think that is rather misleading. I think that was a question that the witness completely misunderstood. At least that hadn't been my understanding of the thing and I have had talks with this man. My recollection is --

MR. RICE: I am sorry if the answer doesn't satisfy my learned friend.

MR. HUCKVALD: I think it is only fair to the witness as I think he doesn't know. I don't think he knows what the Farmers Creditors Arrangement Act is and I don't think he applied under it.

30

S. Kinoshita,
Discussion.

THE SUB-COMMISSIONER: As a matter of fact, it occurred to me that the Act might not have been in force in B.C. then because was there not a time when B.C. was eliminated from the Act?

MR. HUCKVALE: My friend may remember, if I remind him, that under the old Soldiers Settlement Board a great many revaluations took place.

THE SUB-COMMISSIONER: Quite.

MR. RICE: But not in Court.

10 THE SUB-COMMISSIONER: Pardon?

MR. RICE: But not in Court.

THE SUB-COMMISSIONER: But some took place under the Farmers Creditors Arrangement Act.

MR. RICE: The only Court proceedings were under the Farmers Creditors Arrangement Act.

THE SUB-COMMISSIONER: There may have been a Board of some kind.

MR. RICE: I am not trying to mislead the witness.

20 THE SUB-COMMISSIONER: No, but one just wonders whether he understands.

MR. RICE: Q: At the time the value of this land was reduced to you, witnesses gave evidence as to its value, did they not? A: Yes.

Q So that the value of the property at that time was only worth \$1180.00? A: So I understood.

Q I believe you said that the screen doors were off the building on the place?

A Yes.

30 THE SUB-COMMISSIONER: The \$1180.00m may have been the

S. Kinoshita,
Discussion.

price to which it was reduced but that wouldn't necessarily mean that that was the value because under the Farmers Creditors Arrangement Act values were reduced having regard to the debts and everything else.

MR. RICE: Not the value of the property.

MR. HUCKVALE: I do not want to mislead the Commission in any way at all but in talking to this man I am perfectly certain that the Farmers Creditors Arrangement Act had nothing whatever to do with this thing. I am quite certain from my conversations with him that it was a Soldiers Settlement Board affair all the time.

MR. RICE: My only point in bringing it out was that it was --

MR. HUCKVALE: --I don't want the record to get confused at all --

MR. RICE: --to cut the value of the land down, to cut his contract price down. There had to be affidavits or witnesses giving evidence as to the value of the land at that time, that is in 1938, and it appears that at that time that is what it must have been or the value must have been about \$1180.00.

THE SUB-COMMISSIONER: I am just thinking of the operation of the Act in this Province and what I did myself under the Act. On many occasions in these applications the amount of the debt owing on the land was reduced to a sum less than the value of the land because of the load which the farmer was carrying and not because the value was that figure. That is

S. Kinoshita,
Discussion.

the point I am making.

MR. RICE: I never knew that there was a cut in the value of the land.

THE SUB-COMMISSIONER: It might be well to leave that to the time when this thing comes before Mr. Justice Bird finally and reserve the right to this claimant and this claimant's solicitor to give further evidence in this matter because they will have the records there.

10 MR. HUCKVALE: I would think that the present Department of Veterans Affairs would have the records now. Mr. Shears is probably much more experienced and has had much more experience in these matters than I have had, but I know of many cases where the land that was sold to returning soldiers in 1919 and 1920 was many years afterwards completely revalued by a Board.

THE SUB-COMMISSIONER: Yes.

20 MR. RICE: From 1933 to '36 farmers in this district at least were trying to raise crops where they couldn't pay expenses and returns from the crops didn't pay expenses at all, let alone provide a livelihood.

THE SUB-COMMISSIONER: That is the very point I am making and the debts on those farms were reduced to a basis whereby they could make a profit as long as they were efficient farmers. What is the date that this was reduced?

MR. HUCKVALE: In 1938, I believe.

Q Was it in 1938 you had this revalued?

30 A Yes.

S. Kinoshita,
Re-Direct Exam.
Discussion.

Q Do you remember the name of the Board or other tribunal you went before?

THE INTERPRETER: Could you please put that in another way?

MR. HUCKVALE: I was wondering if he could tell me the name of the Board or Court that he appeared before in order to get his land reduced?

10 A It was at the suggestion of the neighbours I took this matter up and it was the Soldiers Settlement Board who put the new valuation on the property and the matter apparently went up before some Government official. He doesn't seem to know exactly who.

MR. HUCKVALE: It occurs to me, sir, that the Farmers Creditors Arrangement Act would have no jurisdiction over this property.

THE SUB-COMMISSIONER: Pardon?

MR. HUCKVALE: It occurs to me that the Farmers Creditors Arrangement Act, sir, would have no jurisdiction over this property.

20 THE SUB-COMMISSIONER: Yes. Well, is that all?

MR. HUCKVALE: Yes, that is all.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

S.R. Howard
"S.R. HOWARD"
OFFICIAL REPORTER.

Defence Brief

Seichi KINOSHITA

File No. 8646

Case No. 524r

LETHBRIDGE
3 Aug. 48
Part V.L.A. Deal

REAL PROPERTY CLAIMS

1. Real Property Claim

26.82 ACRES ~~\$6412.00~~ V.L.A.

Appraised at

\$1483.20

Sold for

\$1456.00

Witness: ✓ B.C. Wormworth, Appraiser.

Ex. 524 - 1 - Real Estate Statement.
- 2 - S.S.B. Appraisal.

See Trans. 4 line 17 property bought
1919 from S.S.B. for \$2000.00.
Revalued 1938 and reduced to \$1180.00.
Claimant now values farm at \$3587.00
land plus \$3825 Buildings, including
\$1000.00 for Community Hall.

Submission: Sold for fair market value.

\$25
3587
3612

PERSONAL PROPERTY CLAIMS

2. Community Hall

\$1000.00

Appraised at

\$350.00

Sold for

\$350.00

Witness: ✓ J. Gibson, Appraiser.

Included on Ex. 524 - 1.
Trans. 7 line 10 et seq. Authority to
claim for this building.

This building was built mostly on the
Road allowance.

Submission: Sold for fair market value.

3. Chattels Claim

\$987.65 amended as per Ex. 524-5 Trans. 13 line 4.

(a) Goods valued by
claimant at

\$337.40

Sold at auction \$130.25.

Witness: ✓ J. Gibson, Auctioneer.
✓ Carlsen, attended sale.

(b) Goods valued at \$339.34 Sold by tender for \$105.00.

Witness: J. Gibson, Appraiser.

(c) Goods valued at \$282.91 Left under the custody, control or management of someone other than the Custodian, appointed by the owner of the property.

Trans. 13 line 24 et seq.

Claimant leased property to one Hildebrandt 29 Apr. 42 - Horse left in lessee's custody.

(d) Goods valued at \$17.50 Declared but not found.

Witness: Carlsen.

(e) Goods valued at \$10.50 Undeclared and not found.

Witness: Carlsen.

Ex. 524 - 3 Chattel statement
524 - 4 Claims analysis.
524 - 5 detailed amended claim which necessitates a new claims analysis which has been prepared and is on this file.

Submission: Chattels sold for fair market value. Chattels lost destroyed or mislaid, Custodian not responsible for, because they were turned over by claimant to another party. Those that were turned over to Custodian, and came into his possession, the value placed on same by claimant are exorbitant.

Name of Claimant KINOSHITA, Seichi

Case 524

Custodian File 8546

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)		V.L.A. (except Mission Village)		V.L.A. Mission Village				
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price		Total Award 125% of all Sale Prices: % of Amount Total	
					1456		1061.69			1061.69
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
198.55	125.40		63.1%	430.36		105.00				
		37.62			271.16		12.60		321.38	
TOTAL RECOMMENDATION										1383.07

8646

October 17th, 1950.

Mr. Seichi KINOSHITA,
Taber, Alberta.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 524

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$1,383.07.

Cheque in your favour is enclosed for \$1,229.61
and we have paid the Co-Operative Committee .. \$ 153.46
for legal fees as authorized by you.

Yours truly,

FCS/jc
1 encl.

F.G. Shears
Director

8646

January 17, 1951.

Mr. F. D. Millar,
General Superintendent,
Small Holdings Division
Soldier Settlement and Veterans' Land Act,
No. 8, Temporary Building,
Ottawa, Ont.

Your File BC/331-P

Dear Sir:

Re : Veterans' Application for return of
Property sold to The Director, Veter-
ans' Land Act, and the question as to
whether award under Justice Bird's
Commission has been paid.

KINOSHITA, Seichi
Lot 1 of Sub-Div. of S. $\frac{1}{2}$ of S.E. $\frac{1}{4}$
Sec. 35, Tp. 10, Mp. 3130, N.W.D.
Mun. of Langley. Case 524

We have received from Mr. K. W. Wright, Counsel to the
Custodian, Ottawa, copy of your letter of January 5th, addressed
to Mr. Arpin, re the above.

The answer to the question in this case is as follows -

The award on this real property is \$1061.69. Settlement
in this case has been made. An amount was also awarded and paid in
regard to chattels, which did not concern the V.L.A. deal.

Yours very truly,

FOS/GN

F. G. Shears,
Director.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

ADDRESS ALL
COMMUNICATIONS
TO THE
CUSTODIAN'S OFFICE
PLEASE REFER
TO
FILE NO. **56094**

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

January 15th, 1951.

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

Rec'd	Jan 17/51
File No.	Case 524
Ans.	J. H. L.

Dear Mr. Shears:

Re: KINOSHITA, Seichi
Lot 1 of Sub-Div. of
SE $\frac{1}{4}$ Sec. 35, Tp. 10, Map 3130 N.W.D.
Mun. of Langley. Case 524.

I have for acknowledgment your communication
of the 11th instant, in duplicate.

If you will refer to my letter of January 9th,
I requested that you communicate directly with the Soldier
Settlement and Veterans' Land Act. Mr. Millar has been
advised that he will hear directly from you and it would
be appreciated if you would kindly write Mr. Millar along
the lines of your letter to me, sending copy to this office.

Yours very truly,



K. W. Wright,
Chief Counsel.

KWW/G

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

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

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

January 9th, 1951.

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

Jan 10/51
Case 524
F. G. Shears

Dear Mr. Shears:

Seuchi
Re: KINOSHITA, Seuchi,
Lot 1 of Sub-Div. of S $\frac{1}{2}$ of SE $\frac{1}{4}$
Sec. 25, Tp. 10, Map 3130 N.W.D.
Mun. of Langley

I enclose herewith copy of communication
received from the Soldier Settlement and Veterans'
Land Act, Ottawa, under date of 5th instant.

Will you be good enough to report
directly to the General Superintendent, Small Holdings,
Division, and send a copy to this office for our
records.

Yours very truly,

[Signature]
K. W. Wright,
Chief Counsel.

1061.69 *Reel*
321.38 *Dist.*
lfr - \$1383.07
KWW/G
Enc.

OPT/G
Department of
Veterans Affairs
Canada

SOLDIER SETTLEMENT and VETERANS' LAND ACT

Please Quote BC/331-P

No. 8 Temporary Building,
Ottawa, Ontario.

January 5, 1951.

Mr. E. Arpin,
Comptroller of Finance and Accounts,
Office of the Custodian of Enemy Property,
Secretary of State Department,
7 O'Connor Street,
Ottawa, Ontario.

Dear Sir:

Re: KINOSHITA, Seuchi,
Lot 1 of Sub-Div. of S. $\frac{1}{2}$ of S.E. $\frac{1}{4}$
Sec. 35, Tp. 10, Map 3130, N.W.D.
Mun. of Langley.

As a result of purchase from the Custodian of Enemy Alien Property, the Director of the Veterans' Land Act holds title to the above-described property formerly owned by Seuchi Kinoshita, a veteran of World War I. Consideration is being given to a procedure whereby Japanese veterans of World War 1 or 2 may again obtain title to their former lands upon payment of the outstanding cost of the lands to the Director. Before application for the return of the lands concerned may be considered, we must determine if the former Japanese owner has accepted any cash settlement based on the findings of the Royal Commission headed by Mr. Justice H.I. Bird.

It would be sincerely appreciated if you would advise if settlement payments have been made to Veteran Seuchi Kinoshita.

Yours very truly,

F. D. Millar,
General Superintendent,
Small Holdings Division.

FDM:dm