

11219

PERSONAL

BUREAU HASTINGS PARK
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO. _____

11219

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: KIMURA, Sam Shinji

HOME ADDRESS: Now in Hastings Park, Vancouver, B. C.

REGISTRATION NUMBER 10619 SEX: male AGE: 36

OCCUPATION: Millhand

(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: Riverside Lumber Co., Mission, B. C.

MARRIED? no

NAME OF WIFE OR HUSBAND:

ADDRESS OF WIFE OR HUSBAND:

NAMES OF ANY LIVING CHILDREN:

ADDRESS OF CHILDREN:

AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION:

2. BUILDINGS AND OTHER IMPROVEMENTS:

3. INSURANCE (Give particulars; state where policies are)

4. TAXES (Amount and where payable)

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

6. OCCUPANCY AND LEASES (If vacant so state)

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: _____

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: _____

9. IF FARM LAND STATE CROPS SOWN _____

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Now in Hastings Park, Vancouver, B. C.
From Mission, B. C.

2. LANDLORD'S NAME AND ADDRESS: _____

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

4. STATE WHEREABOUTS OF LEASE: _____

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: _____

STATEMENT OF PERSONAL PROPERTY OWNED:

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

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

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

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: _____

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) _____

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) _____

8. BANK ACCOUNTS: \$150. Savings account Bank of Commerce, Nanaimo, B. C. /

9. LIFE INSURANCE: _____

10. INTEREST IN ANY ESTATES OR TRUSTS _____

11. SAFETY DEPOSIT BOX: _____

LIABILITIES:

1. PERSONAL DEBTS: _____

2. TRADE DEBTS: _____

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 July 1942.

(Signature) S. KimuraWitness [Signature]

FOR DEPARTMENTAL USE _____

P.D. 25/11/43
INFORMATION FROM R.C.M.P.

Date Sept. 17/45

Our File No. 11219

Full Name

KIMURA

Sam Shinji

(Surname in Block Letters)

Registration No. 10619

Male - Female
(check) ☒

Age Oct 25, 1906

Former Address

Bellamy Lake, B.C. 245 Powell St. Vancouver B.C.
@ Hastings Park, B.C. (Hospital Staff)

Date Evacuated 23/3/42

* But returned to Vancouver

Naturalized - Canadian-Born - National
(check) ☒

Present Address

12 Mile Camp

Kape Lk. Co. Kape, B.C.

Married - Single
(check) ☒

Name of Wife

Name of Husband

Name of Mother Masaki (Japan)

Name of Father Masaki (Japan)

Names of Children under 16

Requested by EPG

Registered with Custodian yes

(Yes or No)

Additional Information wellhand

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USED CAR APPRAISAL RECORD

NAME Johnston, Walter
 ADDRESS 33 Ford Road, Larchmont, N.Y.

Paint	Good	\$40.00	Make	Ford
Tires	4 Good	\$	Body Style	Roadster
Body & Fenders	\$4.00		Year	33
Glass	\$1.00		License	99612
Top	\$1.00		Serial	41
Nickelling	\$1.00		Mileage	4965
Radiator	\$1.00		Remarks	37773
Running Boards	\$1.00			
Mats & Kick Pads	\$1.00			
Upholstery	\$1.00			
Hardware	\$1.00			
Motor Expense	\$61.00			
Transmission	\$1.00			
Rear Axle	\$1.00			
Universal Joints	\$1.00			
Clutch	\$1.00			
Steering	\$1.00			
Brakes	\$14.00			
Tighten Up	\$1.00			
Muffler	\$1.00			
Sundries	\$12.00			
Wash & Clean Motor	\$2.00			
Clean Interior	\$1.00			
Oil & Grease, Change	\$			
Oil & Check Over	\$			
Total	\$96.00			

Mod. interested in ✓ Selling price 126.00
 Salesman ✓ Less Repairs 14.00
 Date 11/11/34
 Appraised by H. H. H.
 For immediate acceptance only.

11219

4th November, 1942.

Consolidated Finance Co. Ltd.,
475 Howe Street,
Vancouver, B. C.

Dear Sirs:

Re: S. Kimura, Ford Roadster - \$277.25
M. Ariza, Ford Pickup - \$298.19
M. Ohashi, Ford Pickup - \$409.62

We enclose herewith cheque for \$985.06 covering the
above noted liens.

Will you kindly acknowledge receipt and forward to
us the liens and any other papers in connection with the
granting of security.

Yours faithfully,

(MOTOR VEHICLE DEPARTMENT)

MS/mf
Encs.

NEGOTIABLE INSTRUMENT

\$ 397.25

Vancouver, B.C. August 22 1941
(City and Province)

For value received, I promise to pay to the order of
JOHNSTON MOTOR CO., LTD.
(Vendor's Name Here)

Three Hundred Ninety Seven and 25/100 DOLLARS
13 payments of \$20.00 each commencing one month from the date
Payable in monthly instalments of \$25.00
hereof and final inst. of \$37.25

at the office of CONSOLIDATED FINANCE CO. LTD., at Vancouver, B.C.
with interest after maturity upon all sums due until paid at 10% per annum, and I agree that upon default in payment
of any instalment upon the due date thereof all remaining instalments shall forthwith become due and payable at the
option of the holder.

P. Shige Kimura (Signature of Purchaser)
Nippon City, B.C. (Post Office Address)

Kimura S.

AGREEMENT, made this 22 day of August, 1941, by and between
JOHNSTON MOTOR CO., LTD. of VANCOUVER Province of B.C.
(Post Office Address of Vendor)
hereinafter called the Vendor, and Shinji Kimura of Mission City
(City or Town)
Province of B. C. hereinafter called the Purchaser.

WITNESSETH, That the Vendor does hereby agree to sell, and the Purchaser does hereby agree to purchase, the following motor vehicle (receipt of which in good order and condition and in accordance with all representations and warranties made by the Vendor, its officers or agents is hereby acknowledged by Purchaser) under a contract of conditional sale, the terms and conditions of which are as follows:

New-Used	Year	Make	Model	Type of Body	Serial No.	Motor No.	License No.	No. of Cylinders	If Truck, tons cap.
Used	1933	Ford	V8	Roadster		C18H4963	99612	8	

RADIOS IN AUTOMOBILES are not insured unless special arrangements are made with the Company

Date of Delivery _____ Cash Delivered Price \$ 426.50
Insurance \$ 53.20 \$ 479.70

Initial payment on or before delivery: _____
Trade in Allowance Ford CA44883 1928 Coupe \$125.00
Make of Car Serial Number Year Model
Cash Payment \$ 125.00
Unpaid Balance \$ 354.70
which with finance charges results in a deferred balance of \$ 397.25
Payable in 13 payments of \$20.00, & 4 payments of \$25.00, each, commencing one month from the date hereof, and
final inst. of \$37.25 Collision? Yes No

THE PURCHASER AGREES TO PAY THE AMOUNT OF THE ABOVE DEFERRED BALANCE AT THE OFFICE OF CONSOLIDATED FINANCE CO. LTD. in the said instalments with interest thereon after maturity of each instalment at 10% per annum.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- (1) Wherever the word "Motor Vehicle" is used in this agreement such word shall be deemed to extend to and include the Motor Vehicle described herein with all attachments, accessories and equipment and in the singular or plural number, as the case may be.
- (2) This conditional sale agreement is collateral security to a Promissory Note bearing even date herewith for the principal sum hereby secured payable in the instalments to these herein contained.
- (3) The purchaser agrees that the said Promissory Note is a negotiable instrument, that the vendor may discount and negotiate the same as a negotiable instrument without being subject to the equities as between the parties hereto, and agrees that the person or corporation discounting the note or to whom the same is endorsed shall be a holder in due course thereof.
- (4) Any equipment, repairs or accessories placed upon said motor vehicle, during the continuance of this agreement shall be and become a component part thereof and included in the terms of this contract and covered by all the provisions hereof.
- (5) The title and ownership in and to the said motor vehicle shall remain in the vendor until the entire purchase price and interest and all solicitor and client costs are fully paid in cash, this to include the payment of any note renewal note or extension given or any judgment secured.
- (6) The purchaser agrees that he will not use the said motor vehicle for hire and will not part with the possession or control thereof and that he will not remove or cause to be removed the said motor vehicle to be removed for a period of longer than thirty days from the county or district within which the purchaser resided at the time of delivery and that he will keep the said motor vehicle in as good condition as it was at the time of purchase; that he will keep the said motor vehicle free and clear of and from any and all liens and encumbrances and that in the event of any lien or encumbrance being placed or acquired against the said motor vehicle that the vendor may pay off the same and add the amount thereof with all costs to the amount hereby secured, which amount shall become due and payable forthwith.
- (7) The loss, injury or destruction of the said motor vehicle shall not operate in any manner to release the purchaser from his liability hereunder or under the said note or any extension thereof.
- (8) The purchaser agrees that any insurance coverage carried by him in respect of the said motor vehicle against any hazard whatever, and the loss, if any, payable thereunder, is hereby assigned to the vendor.
- (9) On default in the due payment of any of the sums mentioned herein or on default or breach of any of the covenants or agreements herein contained, or in the event of any proceeding in bankruptcy being taken by or against the purchaser or in the event of the death of the purchaser or should the vendor deem fit to insure the entire unpaid deferred balance shall forthwith become due and payable and the vendor may with or without legal process take immediate possession of the said motor vehicle and all attachments and equipment and concurrently therewith bring suit against the purchaser for the balance due under this agreement and/or the said note, and all payments previously made shall be retained by the vendor as payment in part for the use of the said motor vehicle up to that time and on account of liquidated damages for failure to follow out all of the terms of the contract.
- (10) After repossession of the said motor vehicle and concurrently with any suit for the balance of the purchase price the vendor may with or without notice sell the said motor vehicle by private or public sale. The purchaser agrees that the vendor may be a purchaser at such sale. Upon such sale the vendor may accept as part payment of the sale price any other motor vehicle or motor vehicles taken in as part payment and charge the cost of such repairs and of the resale of such motor vehicle or motor vehicles against the sale price allowed in respect thereof. The proceeds of any such sale or sales when actually realized and received in cash after deduction of all costs of repairs and all charges and expenses incurred in connection with the repossession and resale of the said motor vehicle or motor vehicles including a selling commission of 10% of the sale price thereof shall be applied in reduction of the balance of the deferred balance unpaid and the purchaser shall be and continue liable for any deficiency thereafter.
- (11) The purchaser expressly waives any action, cause of action, claim or demand which he may have by reason of any act which the vendor or his assigns may have done or left undone, in connection with the re-taking or attempted re-taking of the motor vehicle under any of the provisions herein and releases and discharges said vendor and his assigns of and from all such actions, causes of actions, claims and demands. It is explicitly understood and agreed by the purchaser that this contract is entered into with a view to its assignment to a third party; and the purchaser hereby releases and discharges such third party, its successors and assigns from all actions, causes of actions, claims and demands of every kind and nature whatsoever which the purchaser has or may have against the vendor alone or jointly with such third party or otherwise howsoever in respect of any act, omission, matter or thing whatsoever done or omitted to be done in connection with the repossession of the said motor vehicle, or sale thereof, the condition thereof or the operation thereof.
- (12) The purchaser agrees that any action brought upon this contract or the said note may be brought and place of trial shall be at the place where the writ is issued by the Plaintiff.
- (13) The purchaser agrees that there are no representations, warranties, agreements or conditions, statutory or otherwise affecting the rights and liabilities of the parties herein other than is specifically contained herein.
- (14) This agreement and all its covenants, promises, conditions and stipulations shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.
- (15) Should Consolidated Finance Co. Ltd. refuse to accept the proposed assignment of this contract for any reason whatsoever, the vendor, at his option shall be entitled to rescind this contract at any time.
- (16) The purchaser hereby acknowledges having received a copy of this agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands to this agreement and duplicate thereof the day and year last above written.

Vancouver, B. C.
(City and Province)

WITNESSES:

D JOHNSTON MOTOR CO., LTD. (L.S.)
(Vendor Sign Here)

By Shinji Kimura (L.S.)
(Purchaser Sign Here)

Mission City, B. C.
(Street Address)

DEALER'S REPRESENTATION AND ASSIGNMENT

FOR VALUE RECEIVED, Undersigned does hereby sell, assign and transfer to Consolidated Finance Co. Ltd., all of his, its or their right title and interest in and to above contract and the Car referred to therein, with power to take legal proceedings in the name of the Undersigned or itself in respect thereof. Undersigned warrants that said contract is genuine and in all respects what it purports to be; that the down payment made by the Purchaser as stated in the contract was in cash and not in kind, unless otherwise mentioned in the contract, and that no part thereof was loaned directly or indirectly by Undersigned to the Purchaser; that Undersigned had a title free and clear of all encumbrances at the time of the execution of this contract by the Purchaser; that the Purchaser is 21 years of age or over; that the answers by Undersigned to questions above are true and complete. Undersigned makes said warranties for the purpose of inducing Consolidated Finance Co. Ltd. to purchase the said contract and the note referred to therein; and if any such warranties should be untrue, Undersigned shall buy from Consolidated Finance Co. Ltd. upon demand said note and contract, and will pay therefor not less than the amount owing thereon plus any and all costs and expenses paid or incurred by Consolidated Finance Co. Ltd. in respect thereof, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Consolidated Finance Co. Ltd. might have at law or in equity against Undersigned.

Consolidated Finance Co. Ltd. is hereby authorized to correct patent errors in said contract and other papers executed, endorsed or assigned by Undersigned in connection therewith.

Witness the signature and seal of the Undersigned at Vancouver, B. C.
(Place)

August 22

1941

D Johnston Motor Co. Ltd. (Seal)
(Owner, Officer or Firm Member)

CONSOLIDATED FINANCE CO. LTD.
VANCOUVER, B. C.

PHONE MARINE 0254

SUITE 207
STOCK EXCHANGE BLDG.

Vancouver, B. C.
November 5, 1942.

The Commissioner,
B. C. Police,

Dear Sir:

Please be authorized to DISCHARGE that lien note or
CONDITIONAL SALES AGREEMENT registered against Shinji Kimura
of Mission B.C. Drawn up and registered under your
No. 162007 on or about the 29th day of August 1941
in the amount of \$ 397.25 and covering on 1933 Ford Roadster
Automobile Motor No. C18H4963

CONSOLIDATED FINANCE CO. LTD.

Per *[Signature]*

Witness:

[Signature]
[Signature]

I *[Signature]* declare as follows:

1. That I am a stenographer in the employ of
Consolidated Finance Co. Ltd.
2. That I duly witnessed the signature as above.

[Signature]

Declared before me at Vancouver
in the Province of British Columbia

This 5th day of November
A.D. 1942

[Signature]
A Commissioner for taking affidavits
within British Columbia