12900

FORM "JP"

BUREAU HASTINGS PARK

FILE No. 12700

EXHIBIT No. 1577-C

OFFICE OF THE CUSTODIAN

DATE NOV 5 - 1948

JAPANESE SECTION

FILLED BY K.A. Christie

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: KUMAGI, Jinji John

HOME ADDRESS: 958 Brunette St., New Westminster, B. C.

REGISTRATION NUMBER 09592 SEX: Male AGE: 28

OCCUPATION: Mill worker, Pacific Pine Company, New Westminster, B. C.

(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: Pacific Pine Company, New Westminster, B. C.

MARRIED? No

NAME OF WIFE OR HUSBAND: None

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: None

AGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS: None

He is the administrator of his father's estate Sept 5/42 O.D. F.109 31 1289

3. INSURANCE (Give particulars; state where policies are) None

4. TAXES (Amount and where payable) None

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

None

6. OCCUPANCY AND LEASES (If vacant so state) None

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: None

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

9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Right room house at, 958 Brunette St., New Westminster, B. C.

Sept 5/42 2. LANDLORD'S NAME AND ADDRESS: Lived with family at 958 Brunette St., New Westminster, B.C. Liable for other members of family (see memo duty enclosed) except Sorobio to whom rate has been sent (to Justice) D.D.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

Sept. 4/42 May possibly have in transit property under administration of Jinja D.D. see memo sheet enclosed

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: This man owns a typewriter valued at $70.00, and skates, books, and personal belongings which are in his possession and which he intends to take to camp with him.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None

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

FORM "JP" FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) 6 War Savings Certificates valued at $5.00 each, which are at Home.

8. BANK ACCOUNTS: Canadian Bank of Commerce, New Westminster Branch, #13411, about $1.00.

9. LIFE INSURANCE: Manufacturers Life Insurance Co., New Westminster Branch, for $1000.00, beneficiary Mrs-Misao Kumagi, policy is at home.

10. INTEREST IN ANY ESTATES OR TRUSTS. None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

REMARKS: None

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 4th day of April 1942.

(Signature) Jinji Johnkamoyi

E.C. Woodward
Witness

FOR DEPARTMENTAL USE

Less letter 4/2/44 and Nov 4/44

12900

INFORMATION FROM R.C.M.P.

DATE Nov. 6/43

ar File No. 12900

Full Name KUMAGAI, Jinji John
(Surname in Block Letters)

Registration No. 09592 Male - Female (Check) Age July 17, 1912

Former Address 566 Dundas St., London, Ontario

X 958 Brunette St., New Westminster, B. C.

Date Evacuated Apr. 7/42 Naturalized - Canadian-Born - National (Check)

Present Address ~~566 Dundas St., London, Ont.~~

~~4/12/44 340 King St. London, Ont.~~ 120 Carnduff St. London Ont. (RCMP Nov 14/43)

Married - Single (Check) Name of Wife

Name of Husband

nee

Name of Mother (KOMATSU) Misa Name of Father Zenjuro (Dec'd)

Names of Children under 16

Requested by ECT Registered with Custodian yes (Yes or No)

Additional Information ~~Mill worker.~~ Owner of 1 house & lots above address.

BC/248-P
BC/236-B

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

Farm Appraisal Report

File No. J.L.511

Land Description Lots 1,2,3,& 5 to 11 inclusive of Blk.2, D.L.16 Map 1531.
House numbered 958.
Burnette Street.
Containing 10 City Lots.0.992 m.or l. Acres

Owner's Name KUMAGAI, Jinju **Post Office Address** Maillardville, B.C.

Nearest Rail Point Maillardville B.C. **Distance** ½ mile

Market Town New Westminster, B.C. **Distance** 3 "

Church (give denomination) All denominations, Maillardville **Distance** ¼ "

Nearest School Maillardville **Distance** ¼ "

State how property was identified: Map location and City Hall.

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

Direct access to Burnette Street (main highway).

EXHIBIT No. 1216-2
DATE Nov 5/48
FILED BY K. A. Lewis

Is this district a good one? Town and industrial only.

Employment opportunity Sawmills and other industries.

Predominating Nationality and religion: French Canadian and Roman Catholic.

Describe Fencing and its condition: Board fence surrounds property. **Value $**

Water supply: Domestic supply; city water. **Value $**

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	28 x 32 x	Frame	2 st.	Shgl.	30	Cement	Fair	$1500.00
Cabin	16 x 20 x	"	1 "	"	30	Wood	V.poor	-
BARN Shed	12 x 18 x	"	1 "	"	30	"	" "	-
BARN Shed	12 x 12 x	"	1 "	"	30	"	" "	-
GRANARY	x							
Poultry	20 x 40	"	6-10	"	30	"	" "	-
"	24 x 40	"	6-10	"	30	"	" "	-
"	12 x 22	"	6-8	"	30	"	" "	-
"	24 x 40	"	6-10	"	30	"	" "	-

Total present day value $ 1500.00

Total Value Buildings add to farm $ 1500.00

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

Describe the basement and chimneys: Cement walls 2½ ft., and board floor; brick on bracket.

No. rooms downstairs? 5 **Upstairs?** 4 **How finished** wood and paper.

Are buildings painted? Yes **Condition of paint** Fair

Distance from nearest bush No bush.

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

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
.992	Slopes to south.	Sdy loam & boulders 8 to 10"	Gravel, sand & rocks.	Nil. Town lots only.	$1625.	$1612.00

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

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

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

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

Area Unsuitable for Cultivation.

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

Total value of Land $ 1612.00

Total added by buildings to value of farm $ 1500.00

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

Total value of farm $ 3112.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Dwelling occupied; outside of lawn balance of land old poultry houses and sod.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
Not an agricultural unit. Property composed of small city lots.

Noxious weeds: None of consequence.

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

District of Coquitlam.

1942 Tax.

Lot 1 - $37.72
" 2 - 13.23
" 3 - 13.25
" 5 - 11.50
Lots 6 to 10 - $9.20 each
" 11 - 2.20

Date: July 8th, 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 7th day of July 19 42.

Inspector's Signature "H.L.SINCLAIR"

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

Farm Appraisal Report

KUMAGAI, J.

Remarks: Lots 1, 2,3, and 5 to 11, inclusive, J.Kumagai. This holding is comprised of ten lots situated in the town of Maillardville.

The holding cannot be considered as an agricultural unit and values placed are from a residential standpoint.

Buildings are situated on Lots 1, 2, and 3 which front on Burnette Street.

The house, situated on Lot 1, is a 2-storey frame structure on cement foundation. With exception of roof this building has been well maintained. The poultry houses and other out-buildings are in a dilapidated condition and are not considered to have value to property.

(Lot 4 - Makio Kumagai - This lot is owned by son of Jinju Kumagai and is situated immediately east of Lot 3 with direct access to Burnette St. No buildings. Value placed from a residential standpoint.)

(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.)

Present Value

$

$

$

$

$

$

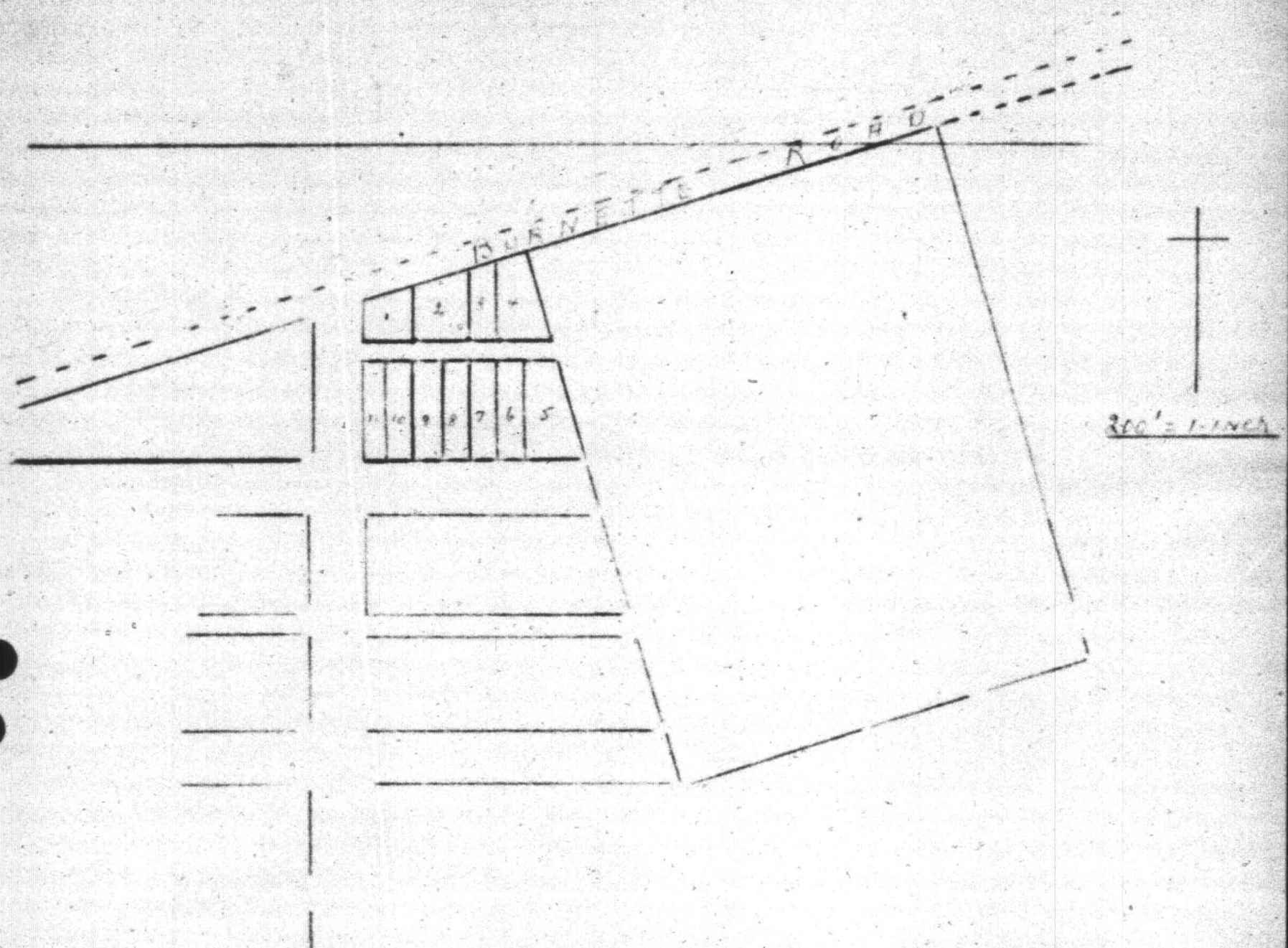
$

$

Total $

Amount fruit trees add to value of farm $

Diagram of Property



LOTS-1-2-3+5 TO 11-INCL. BLK 2. DL 16- MAP 1531

JINJU KUMAGAI-

LOT 4- BLK 2. DL 16 MAP 1531

MASAO KUMAGAI

Following careful review of this appraisal report, it is my opinion that the present value is $ 500

Date 16th July 1942

L. E. Barrett

District Superintendent.

MEMORANDUM

FILES: 12898
13008
12896
12897
12899
12900

January 25th, 1945.

TO: The file

FROM: W. J. Iverson

RE: Mr. Sakae (Paul) KUMAGAI
Mr. Jinji KUMAGAI
Mr. James Akira KUMAGAI
Mrs. Misa KUMAGAI
Mr. Soichiro KUMAGAI
Mr. Jinji John KUMAGAI

See memo of March 24th, 1944, on file 12898, Mr. Sakae (Paul) KUMAGAI, which relates that Dr. Kumagai removed personally all the family effects from 958 Brunette St., New Westminster, and shipped them to New Denver. Dr. Kumagai assumed responsibility for the distribution of any of these effects belonging to other members of the family, and so far as chattels are concerned, this shipment and the subsequent sale of a few items left at the residence, completes chattel liquidation of all the files.

WJI:LBM

12896
12898
12900 ✓
13008

January 6, 1948.

REGISTERED
Mr. Jinji John KUMAGAI,
Registration No. 09592,
240 King Street,
London, ONTARIO.

Dear Sir:

We acknowledge receipt of your letter of the 2nd ultimo enclosing Statutory Declaration advising us that all liabilities in connection with your father's Estate have been paid in full.

Regarding the piano stored at Kelly Piano Company by Mr. James Akira Kumagai, we wish to advise you that we have received the following letter from said firm, dated December 15, 1947:

"As we have had no reply to our letter of October 10th, this is to advise you that we have now repossessed Mr. Kumagai's piano. This will cancel Mr. Kumagai's indebtedness to us."

We are, therefore, in view of the above, enclosing herewith our cheque for the sum of $804.43, which amount represents all funds on hand in your account in this Office.

Please acknowledge receipt of this cheque on receipt of same.

Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN

WJJ/HHS
Enc.

C
O
P
Y

Original on File
12896.

J. W. KELLY

PIANO Company
Limited

File # 1290-8

Seymour at Georgia
Vancouver, B. C.

Telephone PAcific 7511

December 15th, 1947.

Mr. Johnston,
Office of the Custodian,
675 West Hastings St.,
Vancouver, B. C.

Dear Sir:

As we have had no reply to our letter of October 10th, this is to advise you that we have now repossessed Mr. Kumagai's piano. This will cancel Mr. Kumagai's indebtedness to us.

Yours very truly,

J. W. KELLY PIANO CO. LTD.

"Jos. W. Kelly"

J. W. KELLY,
Comptroller.

JWK:MEB

LONDON HOSTEL

240 KING STREET
LONDON · ONTARIO

December2, 1947.

EVACUATION SECTION
Rec'd DEC 5 1947
File No. 1290 12989
Pas.
Referred

Mr. W. J. Johnston,
Office of the Custodian,
506 Royal Bank Bldg.,
Hastings and Granville,
Vancouver, B.C.

File No. 1290 0, 12989.

Dear Sir,

The copy of letter addressed to my brother, J. A. Kumagai was forwarded to him sometime ago and as I understand it he has written your office.s I believe he wished to relinquish all his right in respect to the piano stored at Kelly Piano Co.

I am also enclosing Statuatory Declaration as requested to close my account in your office.

You would oblige me by forwarding whatever amount left in your office to above address.

Thanking you,

Yours truly,
J.J. Kumagai
J.J. Kumagai

Newsome & Gilbert, Limited, Toronto
Form 136

Dominion of Canada
PROVINCE OF ONTARIO

County of Middlesex

To Wit:

In the Matter of

The Estate of Zenjuro Kumagai, Deceased.

I, Jinji John Kumagai

of the City of London in the
County of Middlesex

Do Solemnly Declare, that

1. I am the son of Zenjuro Kumagai and as such have knowledge of the facts hereinafter declared.
2. All liabilities in connection with my said father's Estate have been paid in full and there are now no liabilities remaining unpaid in connection with the said Estate.

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

Declared before me at the City
of London
in the County
of Middlesex
this 29th day of November
A.D., 1947

E. Richmond
A Commissioner, etc.

Jinji John Kumagai

12900 ✓
12896

October 14, 1947.

AIR MAIL
Mr. Jinji John KUMAGAI,
Registration No. 09592,
120-Cavendish Street,
London, ONTARIO.

Dear Sir:

We are enclosing herewith copy of our letter dated October 14. 1947, addressed to Mr. James Akira KUMAGAI, in connection with balance owing on Mason and Risch Piano stored at J. W. Kelly Piano Company, Limited, together with a copy of their letter dated October 10, 1947.

In view of the fact that Mr. James Akira Kumagai transferred his share of your late father's Estate to you, it is necessary for us to have this matter settled before the balance of your funds may be sent to you. If your brother does not wish to retain an interest in this piano and does not intend to pay the amount owing to the above Company, then he should write a letter addressed to J. W. Kelly Piano Company, Limited, and state that he relinquishes all his right, title and interest in said piano, No. 34971.

As stated in the enclosed letter, the present amount owing by Mr. Kumagai is $234.40 and if your brother wishes the piano shipped to him there would be an additional charge of approximately $40.00 for packing and freight charges.

When writing, please advise us whether or not you or any other members of your family have any radios or other chattels in the Protected Area in private storage, similar to the above arrangement.

We are also enclosing herewith copy of the statement of Liabilities shewn in the affidavits filed with the Assessor and Collector of Probate and Succession Duties Office in Victoria, B. C., in connection with the Estate of Zenjuro KUMAGAI, Deceased.

The two Mortgages held by Mrs. Catherine Kirkconnell and Mrs. A. E. Boulanger were paid by us at the time the Real Property at 958 Brunette Street, New Westminster, B. C., was sold. Further, we have been advised that the accounts of Brackman-Ker Milling Co., Limited and the Columbia Funeral Parlour have been paid in full.

P.T.O.

12900
12896

Mr. Jinji John KUMAGAI. October 14, 1947.

We have no information regarding the balance of the accounts, however, and before sending you the funds remaining in your account in this Office, we require from you a Statutory Declaration stating these liabilities have been paid in full and that there are no liabilities whatsoever remaining unpaid in connection with said Estate. This Declaration should be sworn to before a Notary Public in order to be of value in the Province of British Columbia.

On completion of the above matters, we see no reason why the balance of funds in your account in our Office should not be forwarded to you.

Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN.

WJJ/HMS
Enc. (3)

Liabilities

Mrs. Catherine Kirkconnell, London, Ont. Mortgage		400.00	Paid
Interest due		16.00	
Mrs. A. E. Boulanger, Whonnock, B.C. Mortgage		300.00	Paid
Interest due		12.00	
Taxes unpaid on			
Lots 5 to 11 -	1936	67.50	
Lots 1 to 3	1936	40.89	
Lots 1 to 3	1937	40.89	
Lots 1 to 3	1938	33.75	
Interest		3.60	
T. Onodera, Sanbury, B.C.	Loan to deceased	100.00	
N. Oikawa Fraser Mills B.C.	"	50.00	
M. Sato "	"	30.00	
M. Nishiguchi, New Westminster, B.C.	Grocery Acct.	74.56	
M. Furuya, Vancouver, B. C.	"	38.19	
Brackman-Ker Milling Co. Ltd. New Westminster, B.C.	Grain	698.97	Paid
K. Nagasaka, Strawberry Hill, B.C.	Eggs for hatching	279.50	
Mr. Armstrong, New Westminster, B.C.	Straw	7.45	
Funeral Expenses (Columbia Funeral Parlour, New Westminster, B. C.)		290.00	Paid
		$2483.30	

12899

Sept. 5, 1942.

Re: KUMAGAI family.

File 12897 KUMAGAI, Misa - Widow.
12898 KUMAGAI, Sahae Paul - Son.
12895 KUMAGAI, Makio, - Son.
12896 KUMAGAI, James Akira - Son.
12900 KUMAGAI, Jinju Joh, - Son.
12899 ~~12573.~~ KUMAGAI, Soichiro, - Son(JP forms (sent to him.

Father: Zenjuro - died in 1938 or thereabouts. He owned the following. real property.

Lots 1,2,3 and 5-11, Blk.2, Lot 16, Group 1, Map 1531, Coquitlam, D.N.W.

Letters of administration granted Nov. 25, 1938. (According to Solicitors office - R.A. Sargent was solicitor to Jinji KUMAGAI.) Further informed by his office that Jinji could not possibly be James and that the name 'Jinju' KUMAGAI on the certificate of encumbrance - as the registered owner - is a mistake. It should be 'Jinji' KUMAGAI. See Paul's letter stating that Sargent had been instructed to "change the name", to John Jinji(letter Aug. 11, 1942) according to Paul.

Also see letter from Westminster Trust July 20, 1942 that the property should be held by the youngest brother.

John Jinji KUMAGAI is the youngest brother.

John Jinji KUMAGAI:

Chattels.

1 typewriter(valued at $70.00) skates, books and personal belongings which he intends taking to camp.

Re list of chattels said to belong to John and James the files do not show or give any indication that he owns any of those listed as belonging to both. Owes Brackman Ker $189.54. Paid

James KUMAGAI:

Chattels.

There is no J.P. form in his file.

All files do not show or indicate that he has any share in the chattels listed which are said to belong to John and James.
(See file ~~Miss~~ KUMAGAI re Miyo Sasake).

JOHN JINJI

See letter June 30, 1942 in James' file. There is a claim against him for $112.90 by J. W. Kelly Piano Co. Ltd.

Paul KUMAGAI:

Business chattels only are listed by him.
There is no indication of other chattels in the files.

Makio KUMAGAI:

He owns Lot 4, Blk. 2, of Lot 16, Group 1, Map 1531, Municipality of Coquitlam, N. W. D. Title 77025E. Address of property. a "33 foot lot just east of 958 Brunette St."

He lists the following chattels.

1 cook stove.
2 tables.
4 chairs.
1 Singer sewing machine.
2 beds.
1 trunk clothes.
Cooking utensils and dishes.
1 silver tone gramophone.
1 double bit axe.
1 hatchet.
1 long handled shovel.
2 claw hammers.
1 cross cut saw(hand)
1 square.
2-5' cross cut saws.
2-1000 chick brooders.
2-540 incubators.
(See file ~~Hisa~~ KUMAGAI)
John Jinji

There may be his own but he says "we sold the entire articles in the house," and,"we settled the matter about the land and the house in which we lived, with the owner."(See letter from Alfred W. McLeod Ltd., June 2, 1942 with enclosure.)
No indication of more chattels in files. (See letter of Westminster Trust and bill of July 20, 1942 in file of Paul.

Soichiro KUMAGAI:

At Jasper B. C. File opened for him. JP forms sent for completion. Now at Kamloops B.C.

Miyo Sasaki. File 10557.

Had chattels at same address(958 Brunette St)
File 10557, as follows:

Kitchen utensils and wares.
3 tables.
4 chairs.
1 bureau.

It has been suggested that these be stored at family address.

See Westminster Trust letter of June 25, 1942.

D. Davidson

COPY

Mr. Kumagai - 958 Brunette Street.

These goods the property of John (Jinji) Kumagai and James (Akira) Kumagai.

1 Gramaphone
12 Boxes H. H. Goods
4 Suitcases
1 Bdl. Bedding
2 Bundles
1 Straw Basket
1 Book Shelf
2 Bundles
1 Carton
1 Bundle
1 Bundle Blinds
2 Rolls Paper
1 Stool
1 Stool
1 Picture
1 Table
1 Desk
2 Cartons
1 Calendar
1 Lamp
1 Lamp Shade
1 Bundle clothes
1 Basket
1 Cardboard Box
1 Dresser
2 Shelves
1 Board
2 Shelves
1 Lamp Shade
3 Mattresses
1 Chair
1 Table
1 Box
1 Carton Papers
1 Bdl. Pictures
3 Cartons
1 Bundle Blinds
1 Suitcase
3 Springs
1 Bdl. Rails
2 Bdls. Bed Brds.
1 Bench
1 Chair
2 Tables
1 Picture
1 Chest doors

1 Trunk
1 Box
1 Suitcase
1 Carton
1 Bed Complete
1 Bdl.Boxes

THE BANK OF TORONTO

MAIN BRANCH
LONDON, ONT.

July 21st. 1945.
File #12900

RECEIVED JUL 26 1945 12900

Administration Department,
Dept. of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Hastings & Granville,
VANCOUVER, B.C.

Dear Sirs: Attention: Mr. W. J. Johnson

We are pleased to acknowledge receipt of your letter of July 12th. enclosing your cheque for $500. which we have placed to the credit of Mr. Jinji John Kumagai.

Yours very truly,

E.J. Mitchell

Manager.

EJM/ML

cc for Mr. Good.

12900
13008

September 29th, 1944.

Director, Veterans' Land Act,
Soldier Settlement Board of Canada,
Rogers Building,
470 Granville Street,
Vancouver, B. C.

Attention Mr. J. W. Horton

Dear Sir:

Re: Lots 1,2,3 & 5 to 11 inclusive Blk. 2, Lot 16, Municipality of Coquitlam 958 Brunette Street, Coquitlam, B. C.
Your J.L. #511

In connection with the purchase by you of the above- mentioned property, we forwarded to you on November 17th, 1943, our check for $222.11 which represented 10 months rental at $25.00 per month from January 1st, 1943, less the following charges:

Commission @ 5%	$12.50
Water Rates.....	4.01
Water Rates.....	6.65
Water Rates.....	4.73
	$27.89

We overlooked, however, the deduction of the following accounts which were paid by us subsequent to January 1st, 1943:

January 26, 1943, Repairs to plumbing (plus parts)	$18.76
May 1, 1943, Repairs to drains.....	13.20
August 12, 1943, Repairs to drains.....	6.00
Total due Custodian from Veterans' Land Act Dir.	$37.96

Kindly let us have your check for the last-mentioned amount at your earliest convenience and oblige.

Yours very truly,

W. J. Johnston,
Administration Department.

WJJ/HMS

A. N. MacIntosh
R. K. Chapman

Telephone 88
P. O. Box 980

A. N. MacINTOSH, LIMITED

REAL ESTATE, MORTGAGE LOANS, INSURANCE
RENTS AND INTEREST COLLECTED
Notaries Public, Conveyancers and Valuators

NEW WESTMINSTER, B. C.,

V CUATION SECTION
Rec'd AUG 28 1944
File No. 12900
Ans. Noted W.J.J.
Referred

August 26, 1944.

W. J. Johnston, Esq.,
Administration Department,
Office of the Custodian,
Vancouver, B.C.

Dear Sir: Re: File #12900 (Lots 1,2,3 & 5 to 11 incl., Blk. 2 of Lot 16, Gp. 1, Map 1531 - Coquitlam Mun.

We wish to acknowledge with thanks receipt of your cheque for $680.10 in payment of the under-mentioned mortgages:-

Ann Elizabeth Boulanger	$ 313.70
Mrs. Catherine Kirkconnell	366.40
	$ 680.10

Yours very truly,

A. N. MacINTOSH, LTD.

A. N. MacIntosh

President.

ANM/BT

J 2. 511

Willington Crange,
Derby, England.

The Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.
Canada.

Dear Sirs:

Re: Kumagai Estate Mortgage.

This will be your authorization to pay over the proceeds of the above mortgage to Messrs. A. N. MacIntosh, Ltd. my agents at New Westminster, B. C.

Yours very truly,

Anne Elizabeth Boulanger
ann Elizabeth Boulanger

12900
13008

January 22, 1943.

Dr. Paul S. Kunagai,
P. O. Box 425,
New Denver, B. C.

Dear Sir:

Re: Zenjiuro KUNAGAI Estate.

Following your letter of January 11 we telephoned Mr. Sargent and are to meet him shortly at his office when his file will be reviewed to determine if any steps were taken to place this property formally in the personal ownership of Jinji. Mr. Sargent doubted that any such step was taken on account of existing minor inte sts.

The writer has not the relevant files (seven in number) before him at the moment of writing, but has the impression that at least one of the children is still under 21 years of age. Is this the case, or are they all now of that age?

Your question regarding debts is answered thus:

1. Makio:—no claims on file.

2. James Akira:—One only to Kelly Piano Co. for $112.90.

As indicated, we would feel bound to see to it that in some way the Kelly claim, if admitted as being in order, was paid or guaranteed, or that if it was not in order an adjustment was made.

Subject to this, and to all children being 21 years old, an agreement can readily be prepared. This would leave the Estate debts as they now stand, payable by the Estate, would saddle none of the family with a y personal responsibility for them, and would yield to Jinji the benefit of the Estate for whatever he could do with it now or hereafter.

Would you wish such an agreement prepared by this office or by Mr. Sargent?

Should any child still be under 21 the share of that child (son or daughter) would have to be reserved pending the attainment of that age. This would present no difficulty but Jinji, or this office for him, in the me ntime would have to keep a separate account for the share or shares in question, on reaching 21 any such child could then transfer as he or she thought fit. This could readily be done by the addition of a "rider" or "adoption clause" prepared at any time,

12900
13008

January 8, 1943.

Dr. Paul S. Kumagai,
P. O. Box 425,
New Denver, B.C.

Dear Sir:

Some time ago you told us that there had been made a family arrangement that the assets of your deceased father should all fall to Jinji Kumagai, your youngest brother, but that for various reasons this arrangement had not been made effective by registration. It is unfortunate that a family agreement was not made in writing at the time as the existence of such an agreement would have greatly simplified our administration of the property for Jinji. We propose, however, to prepare such an agreement to be signed by all the members of your family, subject however to the matter mentioned below. If such an agreement is prepared by us shall we send it to you to be circulated among the members of the family to be signed and returned to us? Copies would be provided for any members of the family who might want one. We presume that all are living and are over 21 years of age.

The matter above mentioned is this. If any debts are owing by any members of the family then, as such member is entitled by law to receive part of your father's estate, such part, up to its full value, would be liable for the debt. We could not arrange any agreement which would have the end of defeating lawful creditors. This need not matter greatly because in the proposed agreement there could be inserted a clause that Jinji would assume liability for such debts but only to the extent that he would benefit from the part of the Estate transferred to him by any particular debtor and only from the Estate itself. That is, Jinji would only assume a limited liability as he would not become personally liable for the debt.

Of course Jinji would still owe any debts existing that are personally due from him.

The matter presents little difficulty and we should be glad to know if it is wished that the arrangement made be put into effect as far as possible be agreement as outlined.

The alternative would be that this office would administer the Estate, assigning benefits to your mother and children as the assets and revenues might warrant, and paying claims against the Estate and against the individuals as might be possible from the funds on hand.

We believe that settling the matter by agreement would be simpler and better.

(over)

Please let us hear from you.

Yours truly,

P. H. Russell.
Administration Department.

PHR/CD

Files #12895 Makio KUMAGAI November 3, 1942
12896 James Akiro KUMAGAI
12897 Mien KUMAGAI
12898 Paul Sabae KUMAGAI
12899 Soichiro KUMAGAI
12900 Jinju John KUMAGAI
13008 Jinju John KUMAGAI (IN TRUST)

MEMORANDUM TO FILES

From: Mr. Russell

Jenjuro KUMAGAI, deceased, whose widow is Miss. 12897, and whose children are above named, died leaving lots 1, 2, & 3 and lots 5 to 11, Bk. 2, Lot 16, Group 1, Map 1531, Coquitlam D. N. W.

Letters of Administration to Jenjuro's estate were granted to Jinju John and file 13008 has been created to deal with the Estate.

The report of Westminster Trust dated July 20 states that Lot 5 is in the name of Makio but this is an error. They possibly intended to refer to Lot 4. That matter can be dealt with on 12895 to which a copy of this memo will be sent.

Prima facie the widow and all children would share in the Estate.

A family arrangement has been made however, whereunder it has apparently been agreed that the youngest son, John Jinji (to whom letters of Administration have been granted) should become the beneficial owner of the land, free from trusts in favour of the rest of the family. See Paul S. Kumagai's letter of Aug. 11, 1942 on 12900.

This arrangement has not actually been implemented and the title still stands in the name of Jinju Kumagai in trust (C. E. on 13008). This is no doubt the same person who signs Jinji John on J.P. form on 12900.

Paul S. Kumagai states that this arrangement has not been made effective on account of mortgages against the land and further on account of about $500.00 in miscellaneous claims against Jenjuro's Estate. The mortgages need not hold up the arrangement.

A claim by Brackman Ker amounting to $171.44 is found on Jinji John's personal file. It is not clear whether this is against his or against the Estate. This should be clarified and proved by Statutory Declaration.

No claims (other than some administrative items) are found on the Estate file.

Paid per letter of July 18/44

(over)

The claims against the Estate to which Paul S. Kunugai refers should be brought into administration as this office is assuming Jinji John's functions as administrator. We must handle this land just as would Jinji John as prima facie administrator.

There are two considerations to be faced before the family arrangement can be implemented by this office:

1. Are there any claims against any of the beneficiaries. If so how far can we go in completing a contemplated arrangement which might result in the defeat of these creditors.

2. It appears from Paul S. Kunugai's letter of Oct. 27th that Soichi is non compos mentis.

The first of these questions having been answered, it would not be difficult to meet the second one with an agreement containing suitable indemnifying clauses and also providing for approval by the Ex officio Committee for Soichi.

Until these two questions are settled, it is thought that the administration of these lands should be carried on solely for the benefit of the Estate of Jenjuro, no funds being paid out except on administration account.

Papers relating to these lands are found on several files. They should all be placed on 13008 as it is the file controlling these lands. The other files have no interest in these lands as such but only in the estate of Jenjuro.

P. H. [illegible]

PHH/DK

12900

Sept. 5, 1942.

Re: KUMAGAI family.

changed to

5 3 7 B File #10931, Misa KUMAGAI - Widow. 12897
5 3 7 D 10936, Sahae Paul, KUMAGAI - Son. 12898
5 3 7 C 3[illegible], Makio, KUMAGAI, - Son. 12895
5 3 7 E 1937, James Akira, KUMAGAI, - Son. 12896
5 3 7 A 57[illegible], Jinju John, KUMAGAI, - Son. 12900.
5 3 7 F Soichiro, KUMAGAI, - Son.(J.P. forms sent to him 12899

Father: Zenjuro - died in 1938 or thereabouts.

Covering property Lots 1, 2, 3 & 5-11 Blk 2 Lot 16 Group 1. Map 1531 Coquitlam D.L.W.

Letters of administration granted Nov. 25, 1938 (According to solicitors office - R. A. Sargent was solicitor) to Jinji ~~John~~ KUMAGAI.) Further informed by his office that Jinji could not possibly be James and that the name 'Jinju' KUMAGAI on the certificate of encumbrance - as the registered owner- is a mistake. It should be 'Jinji' KUMAGAI. See Paul's letter stating that Sargent had been instructed to "change the name," to John Jinji (letter Aug. 11, 1942) according to Paul.

Also see letter from Westminster Trust July 20, 1942 that the property should be held by the youngest brother.

John Jinji KUMAGAI is the youngest brother.

John Jinji KUMAGAI:

Chattels:

1 Typewriter(valued at $70.00) skates, books and personal belongings which he intends taking to camp.

Re list of chattels said to belong to John and James The files do not show or give any indication that he owns any of those listed as belonging to both. (~~See file 10931~~). Brochure - Ker claim 8/29.54 8d July 8/[illegible]

537A

James KUMAGAI:

Chattels.

There is no J.P. Form in his file.

All files do not show or indicate that he has any share in the chattels listed which are said to belong to John and James.
(See file 10931, Miyo Sasake).

See letter June 30, 1942 in James' file. There is a claim against him for $112.90 by J. W. Kelly Piano Co. Ltd., ~~and another~~

This claim has been changed to file #12900

Paul KUMAGAI:

Business chattels only are listed by him.
There is no indication of other chattels in the files.

Makio KUMAGAI:

Lists the following chattels:

1 cook stove.
2 tables.
4 chairs.
1 Singer sewing machine.
2 beds.
1 trunk clothes.
Cooking utensils and dishes.
1 silver tone gramophone.
1 double bit axe.
1 hatchet.
1 long handled shovel.
2 claw hammers.
1 cross cut saw(hand)
1 square.
2-5' cross cut saws.
2-1000 chick brooders.
2-540 incubators.
(See file 10931).
These may be his own but
He says "we sold the entire articles in the house," and,"we settled the matter about the land and the house in which we lived, with the owner.(See letter from Alfred W. McLeod Ltd., June 2, 1942 with enclosure. No indication of more chattels in files.
see letter and bill of Westminster Trust July 20/42 in Paul's file.

Soichiro KUMAGAI:

At Jasper B.C. - no file for him. forms sent to him (J.P.)

Miyo Sasake KUMAGAI: see her file

Had chattels at same address(958 Burnette St).
(File 10557) as follows:

Kitchen utensils and wares.
3 tables.
4 chairs.
1 bureau.

It has been suggested that these be stored at family address.

See Westminster Trust letter of June 25, 1942.

DD.

No. 28. Discharge of Mortgage 1-44. The Clarke & Stuart Co. Limited, Law Printers and Stationers, Vancouver, B.C.

36706

Discharge of Mortgage

Know all Men by these Presents

That ANN ELIZABETH BOULANGER,

of ENGLAND, in the Province of

DO HEREBY CERTIFY

That JINJU KUMAGAI "In Trust" (See filing No. 21446)
#09592

of

in the Province of British Columbia,

has satisfied all money due or to grow due under a certain Indenture of Mortgage made by

Jinju Kumagai "In Trust"

as Mortgagor, to Ann Elizabeth Boulanger as Mortgagee

for the sum of Three Hundred Dollars ($300.00) ---------- Dollars,

which said Mortgage and was registered in the Land Registry Office in the City of New West- in the Province

of British Columbia, on the 28th day of July, A.D.,

1927, under number 387556.

The following is the description of the lands and premises released and discharged hereunder:—

All and singular that certain parcel or tract of land and premises situate, lying and being

in the Municipality of Coquitlam, in the District of New Westminster, and more particularly known and described as Lots, 1, 2 and 5 of Block 2 of Lot 16, Group 1, Map 1531,

(WE) (I) DO FURTHER CERTIFY that the said Mortgage has not been assigned; that I am entitled to receive the money; and that said Mortgage is therefore discharged.

SIGNED, SEALED AND DELIVERED at Derby, England

this 10th day of June, A.D. 1944.

SIGNED, SEALED AND DELIVERED
in the presence of

Signature Walter Holbrook

Address Clerk with Randolph Edwards & Co. Solicitors Derby England

Occupation

Anne Elizabeth Boulanger

Ann Elizabeth Boulanger

(If given by a Company) The Common Seal
of
was herewith affixed in the presence of:

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the day of , 194 ,
at , in the Province of British Columbia,
(whose identity has been proved by the evidence on
oath of , who is) personally known to me,
appeared before me and acknowledged to me that he is the of
who subscribed his name to the annexed instrument as , and that he is the person
of the said
and affixed the seal of the
to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at in the Province of
British Columbia, this day of
in the year of our Lord one thousand nine hundred and forty-

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

36706

Dated 194

ANN ELIZABETH BOULANGER

—TO—

JINDU KUMAOAI • IN TRUST.

Discharge of Mortgage

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C.
Form No. 18

GRUX & MCMASTER
SOLICITORS
RANDALL BLDG
VANCOUVER B.C.

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the 10th day of June, 1944, at Derby England ann Elizabeth Boulanger, ~~A Notary Public in and for the Province of British Columbia~~ (otherwise ANNE ELIZABETH BOULANGER) ~~(whose identity has been proved by the evidence on oath of , who is)~~ personally known to me, appeared before me and acknowledged to me that she is the person mentioned in the annexed Instrument as the maker thereof, and whose name is subscribed thereto as party, that she knows the contents thereof, and that she executed the same voluntarily, and that she is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at Derby, England ~~in the Province of British Columbia,~~ this 10th day of June
in the year of our Lord one thousand nine hundred and forty-four

R. H. Coleman
~~A Notary Public in and for the Province of British Columbia.~~
~~A Commissioner for taking affidavits within British Columbia.~~
Derby, England

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

FOR WITNESS

~~Province of British Columbia,~~
England
County of Derby
~~County of~~ Borough of Derby
To Wit:

I, Walter Holbrook of the Derby England
a Solicitor's Clerk , in the Province of British Columbia,
make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by ann Elizabeth Boulanger (otherwise anne Elizabeth Boulanger) the party thereto, for the purposes named therein.
2. The said instrument was executed at Derby, England
3. ~~I know the said part , and that of the full age of twenty-one years.~~
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Derby, England
~~in the Province of British Columbia,~~ this 10th
day of June, 1944

R. H. Coleman
~~A Notary Public in and for the Province of British Columbia.~~
~~A Commissioner for taking affidavits within British Columbia.~~
Derby, England

Walter Holbrook

Re Filing.
#21448

P 5987
Form 6.

In the Supreme Court of B.C.
In Probate

New West B6
Nov 25/1938
Registry

New Westminster Registry

Be it known that on the 25th day of November 1938, Letters of Administration of all the estate which by law devolves to and vests in the personal representative of Zenjiuro Kumagai (sometimes known as Jenjuro Kumagai), late of New Westminster, British Columbia, deceased who died on the 8th day of August, 1938, at New Westminster, aforesaid Intestate, were granted by the Supreme Court of British Columbia to Ginju Kumagai the lawful Son of the said intestate

Given under the Seal of the said Court this 25th day of November A.D. 1938

Sgd "L. A. Mendes"
District Registrar

Estate Examined $5025-

$2.00
BC
L.S.

New Westminster
Nov 25-1938.
Registry

Extracted by R.H. Sargent Esq
Solicitor

Sgd Certified a True Copy
L A Mendes
District Registrar

This Indenture

Made in triplicate the Eleventh day of November in the year of our Lord one thousand nine hundred and Twenty-seven

In pursuance of the "Short Form of Mortgages Act"

Between

JENJURO KUMAGAI, of Box 217, Fraser Mills, in the District of New Westminster, Province of British Columbia, Mill worker

hereinafter called the Mortgagor of the FIRST PART,

CATHERINE KIRKCONNELL, of Tiverton, in the Province of Ontario, Widow

hereinafter called the Mortgagee of the SECOND PART.

Whereas the Mortgagor is the owner in fee simple of the lands and premises hereinafter mentioned and described, and has applied to the Mortgagee for a loan of $ 400.00 on the security thereof;

And Whereas, the Mortgagee has agreed to lend to the Mortgagor the said sum of $400.00 on having the repayment thereof, with interest, secured to in manner hereinafter expressed.

Now Therefore This Indenture Witnesseth that, in consideration of the sum of FOUR HUNDRED - - - - - - - - - - - - - - Dollars of lawful money of Canada now paid by the Mortgagee to the said Mortgagor (the receipt whereof is hereby by him acknowledged), the said Mortgagor **Doth Grant and Mortgage** unto the said Mortgagee, his heirs and assigns for ever ALL that certain parcel or tract of land situate in the District of New Westminster, Province of British Columbia, and more particularly known and described as Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Block Two (2), of Lot Sixteen (16), Group One (1) according to Map or plan fyled in the Land Registry Office at New Westminster, B. C. and numbered 1531.

Together with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof held or enjoyed, or appurtenant thereto; and all the estate, right, title, interest, property, claim and demand of the said Mortgagor in, to or upon the said premises.

Provided this Mortgage to be void on payment of FOUR ($400.00) - - - - - - - - - - - - - - - - HUNDRED - XX/100 Dollars of lawful money of Canada, with interest at EIGHT per cent. per annum, as well after as before maturity, as follows:

Interest payable Half Yearly: On the Eleventh day of May and November, in each and every year.

The said principal sum of FOUR HUNDRED DOLLARS is due and payable on the Eleventh day of November, 1928. (One year).

the first payment of interest to be made on the Eleventh day of May next (19 28).

Provided Always that if any such interest or any interest payable on arrears of interest capitalized under this present clause shall remain unpaid for two months after the day on which the same ought to be paid then and in every such case the interest so in arrear shall at the expiration of such two months be added for all purposes to the principal sum hereby secured and shall henceforth bear interest payable at the rate and on the days aforesaid and all the covenants and provisions contained in these presents and all rules of law or equity in relation to interest on the said principal sum of FOUR HUNDRED DOLLARS shall equally apply to interest on such arrears. And taxes and performance of Statute Labor.

The said Mortgagor covenants with the said Mortgagee that the Mortgagor will pay the mortgage money and interest and observe the above proviso. That the Mortgagor has a good title in fee simple to the said lands.

And that he has the right to convey the said lands to the said Mortgagee. And that on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances.

And that the said Mortgagor will execute such further assurances of the said lands as may be requisite. And that the said Mortgagor has done no act to encumber the said lands.
And that the said Mortgagor will insure the buildings on the said lands to the amount of not less than the principal money hereby secured in dollars currency. Provided that if and whenever such sum be greater than the insurable value of the buildings, such insurance shall not be required to any greater extent than such insurable value; and if and whenever the same shall be less than the insurable value, the Mortgagee may require such insurance to the full insurable value. And it is further agreed that the Mortgagee may require any insurance of the said buildings to be cancelled and a new insurance effected in the office of any company named by him and also may of his own accord effect or maintain any insurance therein provided for, and any amount paid by him therefor shall be forthwith payable to him with interest at the rate aforesaid by the Mortgagor and shall be a charge upon the land.

And the said Mortgagor doth release to the said Mortgagee all his claims upon the said lands. Subject to the said proviso. The said Mortgagor covenants with the said Mortgagee that he will keep the said lands and the buildings and improvements thereon in good condition and repair according to the nature and description thereof respectively, and in case of neglect to do so, or if the Mortgagor or those claiming under him commit any act of waste on the said lands or make default as to any of the covenants or provisos herein contained, the principal hereby secured shall, at the option of the Mortgagee forthwith become due and payable, and in default of payment the powers of sale hereby given may be exercised.

Provided that the said Mortgagee on default of payment for two months, may on one month's notice enter on and lease or sell the said lands. And provided also that in case default be made in payment of either principal or interest for three months after any payment of either falls due, the said powers of entering and leasing or selling or any of them may be acted upon without any notice by the said Mortgagee. And also that any contract or sale made under the said power may be varied or rescinded. And also that the said Mortgagee may buy in and resell the said lands or any part thereof without being responsible for any loss or deficiency on resale or expense thereby incurred. Provided that such sale may be either by public auction or private sale, and either for cash or on credit, or part cash and part credit, and at such sale the whole or any part or parts of the said lands may be sold.

Provided that the Mortgagee may distrain for arrears of interest. Provided that the Mortgagee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Provided that in default of payment of the interest hereby secured, or taxes as hereinbefore provided, the principal hereby secured shall become payable.

And it is Hereby Agreed between the parties hereto that the Mortgagee may pay any taxes, rates, levies, assessments, charges, moneys, liens, cost of suit, or matters relating to liens or encumbrances on said land, or pay property, mortgage or income tax imposed, or that may be imposed, on the Mortgagee or the Mortgagor in respect of this property or Mortgage or the moneys secured hereby, and solicitors' and other charges in connection with this Mortgage, and valuators' fees, together with all costs and charges which may be incurred by taking proceedings of any nature in case of default by the Mortgagor, and the amount so paid shall be a charge on the said lands in favor of the Mortgagee and shall be payable at the time of payment of next quarter's interest, with interest at the rate aforesaid until paid; and in default, the power of sale hereby given, and all other powers thereunto enabling, shall be forthwith exercisable.

Provided that the hereinbefore mentioned notice of exercise of power of sale or lease, or either, may be effectually given either by leaving the same with a grown up person on the mortgaged premises, if occupied, or placing the same on some portion thereof, if unoccupied, or, at the option of the said Mortgagee, by publishing the same twice in some newspaper published in the county in which the said lands are situate, or if no newspaper be published in such county, then in some newspaper circulating in such county, and that such notice shall be sufficient though not addressed to any person or persons by name or destination, and notwithstanding any person or persons to be affected thereby may be unknown, unascertained, or under disability; and on any sale time for payment may be given and special conditions may be made, and the cost of any abortive sale shall become a charge upon the lands, and the Mortgagee may tack them to the mortgage debt.

Provided that the purchaser shall in no case be bound to ascertain that the default has happened under which the Mortgagee claims to lease or sell, and that the remedy of the Mortgagor shall be in damage only, and the sale under the said powers shall not be affected.

Provided that until default of payment the Mortgagor shall have quiet possession of the said lands.

And the Mortgagor hereby attornies to the Mortgagee and becomes tenant of the said lands during the term of this mortgage at a rent equivalent to and payable at the same days and times as the payment of interest as hereinbefore agreed to be paid, such rent when so paid to be in satisfaction of such payments of interest. Provided the Mortgagee may, in default of payment or breach of any of the covenants hereinbefore contained, enter on the said lands and determine the tenancy herein created without notice.

It is Agreed that the Mortgagee may satisfy any charge now or hereafter existing or to arise or be claimed upon the said lands; and the amount so paid shall be added to the debt hereby secured and bear interest at the same rate, and shall be forthwith payable by the Mortgagor to the Mortgagee and in default of payment the principal sum hereby secured shall become payable, and the powers of sale hereby given may be exercised forthwith without any notice. And in the event of the Mortgagee satisfying any such charge or claim, either out of the money advanced on this security or otherwise, he shall be entitled to all the equities and securities of the person or persons so paid off, and are hereby authorized to retain any discharge thereof without registration for a longer period than six months if they think fit to do so.

And it is Agreed and Declared that every part or lot into which the mortgaged lands are or may hereafter be divided does and shall stand charged with the whole of the moneys hereby secured, and no person shall have any right to require the mortgage money to be apportioned upon or in respect of any such parts or lots, and the Mortgagee may discharge any part or parts from time to time of the mortgaged lands for such consideration as he shall think proper, or without consideration if he sees fit; and no such discharge shall diminish or prejudice this security as against the lands remaining undischarged or as against any person whomsoever.

And also it is Agreed that if the said principal or any part thereof be not paid at maturity, the Mortgagor shall not be at liberty to pay the same except after three months' notice in writing to the Mortgagee or upon payment of three months' interest in lieu of such notice.

And it is expressly Agreed between the parties hereto that all grants, covenants, provisos, and agreements, rights, powers, privileges and liabilities contained in this mortgage shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

Provided that the said Mortgagor shall not, without the consent of the Mortgagee in writing, erect any improvements of a substantial nature, or enter into any contracts that may cause the premises to be encumbered with mechanics' liens, and that in case of failure to observe this proviso the principal money hereby secured shall (at the option of the Mortgagee) forthwith become payable.

Provided that the said Mortgagor may repay the whole of the principal monies and interest hereby secured at any time prior to due date, by paying to the Mortgagee three months' interest in advance, together with accrued interest to date of such payment, as a bonus for such privilege.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them, (where the context or the parties so require).

Catherine K[illegible]

[illegible] the said parties hereto have hereunto set their hands and seals.

[illegible]LED AND DELIVERED
In The Presence Of

1942.

..N.MacIntosh"
New Westminster, B. C.
Notary Public

"J. Kumagai"

59420-C

Dated November 11th 19 27

JENJURO KUMAGAI

TO

CATHERINE KIRKCONNELL

Mortgage

A. N. MACINTOSH, LIMITED
A. N. MACINTOSH, INSURANCE, NOTARIES
REAL ESTATE, INSURANCE, NOTARIES
PUBLIC & CONVEYANCERS

NEW WESTMINSTER, B. C.

68.097

FOR MAKER (Including Married Woman)

I HEREBY CERTIFY that, on the Eleventh day of November 19 27 , at New Westminster, in the Province of British Columbia, JENJURO KUMAGAI (who is) personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party executed the same voluntarily, and that he knows the contents thereof, and that he is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at New Westminster in the Province of British Columbia, this Eleventh day of November in the year of our Lord one thousand nine hundred and twenty-seven

"A.N.MacIntosh"

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

(Seal of Notary Public)

Note.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

AFFIDAVIT OF WITNESS

Province of British Columbia
To Wit:

I, of the , in the Province of British Columbia,

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said instrument was executed at
3. I know the said part , and that of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at
in the Province of British Columbia, this
day of 19

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

ORIGINAL.

MEMORANDUM OF AGREEMENT

made this day of 1943

BY AND BETWEEN the widow and all the children of the late Jenjuro Kumagai otherwise known as Zenjuro Kumagai

THE PARTIES HERETO consisting of Misa Kumagai the widow of the said deceased, Sahae Paul Kumagai, Makio Kumagai, James Akiro Kumagai, Jinju John Kumagai, Soichiro Kumagai agree and declare that they are the sole immediate family of the said Jenjuro Kumagai deceased and that there are no other children of the said deceased and that no children of the said deceased have died leaving issue or other immediate family

THE SAID PARTIES have entered into the agreement hereby expressed for the purpose that Jinju John Kumagai shall be and become the sole beneficiary from the estate of the said Jenjuro Kumagai deceased

WHEREAS the said Jenjuro Kumagai died leaving those lands in the Province of British Columbia particularly described as Lots 1, 2, 3 and 5 to 11 inclusive in Block 2 of Lot 16, Group 1, Map 1531, Municipality of Coquitlam, District of New Westminster

AND WHEREAS Jinju John Kumagai has been granted Letters of Administration to the estate of the said Jenjuro Kumagai and now stands as said Administrator

AND WHEREAS there are certain debts which were owing by the said Jenjuro Kumagai in his lifetime and now stand debts of his estate

NOW THEREFORE THIS AGREEMENT WITNESSETH that Misa Kumagai, Sahae Paul Kumagai, Makio Kumagai, James Akiro Kumagai, Jinju John Kumagai, Soichiro Kumagai the parties hereto jointly and severally agree to and with each other that Jinju John Kumagai has been since the death of the said Jenjuro Kumagai and is now and is hereafter to be regarded as the sole beneficiary of the estate of the said Jenjuro Kumagai

AND FOR THE CONSIDERATION OF the natural love and affection subsisting between members of the family and for other valuable considerations receipt whereof is hereby acknowledged the said Misa Kumagai, Sahae Paul Kumagai, Makio Kumagai, James Akiro Kumagai, Soichiro Kumagai assign, set over and transfer unto the said Jinju John Kumagai ALL AND SINGULAR the estate of the said Jenjuro Kumagai and IN PARTICULAR Lots 1, 2, 3 and 5 to 11 inclusive in Block 2 of Lot 16, Group 1, Map 1531, Municipality of Coquitlam, District of New Westminster

AND the said assignors and transferees hereby covenant to and with the said Jinju John Kumagai that they will at any time hereafter execute such further assurance of the said assignment and transfer as may be requested

AND IN CONSIDERATION OF the said transfer and assignment the said Jinju John Kumagai doth covenant to and with the said Misa Kumagai, Sahae Paul Kumagai, Makio Kumagai, James Akiro Kumagai, Soichiro Kumagai jointly and severally that he will hold them jointly and severally indemnified and save them jointly and severally harmless from any claim or demand howsoever arisen or to arise in the estate of the said Jenjuro Kumagai or in any part thereof and IN PARTICULAR will save them harmless from all debts or other claims now existing in respect of such estate

AND THE PARTIES HERETO each for himself agree that the Custodian of Enemy Property in whom any of the estate of the said Jenjuro Kumagai may be vested may administer such property for the sole benefit of Jinju John Kumagai for his personal use without duty to account to any of the other parties to this agreement

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written

X Misa Kumagai P.S.K.
Sahae Paul Kumagai
Jinju John Kumagai
James Akiro Kumagai
Makio Kumagai
Soichiro Kuragai

SIGNED SEALED & DELIVERED)
By the parties hereto)
in the presence of)

WITNESSES:

Frank Broughton .....as to Misa Kumagai
Frank Broughton .....as to Sahae Paul Kumagai
Frank Broughton .....as to Makio Kumagai
Frank Broughton .....as to James Akiro Kumagai
Frank Broughton .....as to Jinju John Kumagai
H.E. Rosling Supt. R.C.M.P. .....as to Soichiro Kumagai

NAME

KUMAGAI, Jinju John "IN TRUST"
~~(See also File 12697)~~

FILE NO. 1294-A ~~11006~~

COMPANY	POLICY NO.	AMOUNT	EXPIRATION MONTH	EXPIRATION DAY	EXPIRATION YEAR	PROPERTY
	Removed by #9241 35- Phoenix Ins Co.					
tna Insurance Company	13495	$1000.	Nov.	15	1942	Lots 10 all, Blk. 2, Lot 16 Sp.1, Pit River Road, ~~Mun. of Co ouver, B.C.~~
Phoenix Insurance Company	Transferred to 13B 924835	$1000.	Nov.	15	1945	Lots 1, 2, 43, Blk. 2, Lot 16 Sp.1, Pitt River Road, ~~Mun. of Co uver, B.C.~~

Catalogue No. File No. 12900

Jinji John KUMAGAI Reg. No. 09592

Civic Address: 958 Brunette Street

Legal Description: Lots 1, 2, 3 and 5 to 11 inclusive, Block 2, of Lot 16, Group 1, Map 1531, District of New Westminster.

Classification: Dwelling, Buildings and Vacant Land.

...V.L.A:...

Jinji John KUMAGAI

Reg. No. 09592
File No. 12900

Date	Particulars	Debit	Credit	Balanace
1942				
December 12	Rents collected		$ 150.00	
	Agent's Commission	7.50		
	Repairs	16.85		
	Water	7.90		
	Insurance Premium	20.00		
	Taxes	70.00		
	Interest on Mortgage	12.25		
1943				
January 1	Credit re Sale of Property		2151.90	
	Land Registry Office, Certificate of Encumbrance	1.00		
	Interest on Mortgage	57.00		
	1942 Taxes	12.07		
	Cash from you		12.10	
1944				
December 18	Cheque to you	100.00		
1945				
April 23	Legal Fees re Sale of Property	15.00		
June 25	Cheque to you	200.00		
July 14	" " "	500.00		
September 26	" " "	500.00		
October 23	B.C.E.R. Co. Ltd. Security Deposit Refund		10.00	
1948				
January 8	Cheque to you	804.43		
		$2324.00	$2324.00	NIL

Accounting Department,
August 11, 1948.

NAME KUMAGAI, Sakae Paul

REGISTRATION NO. 11412 FILE NO. 12898

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

Clock	$1.00	
Fan	3.25	
Scales	2.50	
Sundries on Incubators	1.50	M
Incubator	5.00	M
Brooder (coal)	7.00	M
3 Cans of coal oil	4.00	
2 Boxes of sundries and chicken net	3.00	
Cage	2.00	
Incubator	5.00	M
Incubator	5.00	M
Paper & holder	2.00	
Wheel barrow	3.00	M

Total			$ 44.25
Less Expenses:	(Auctioneer's Fee:	$4.42	
	(Advertising:	1.18	
	(Moving:	5.69	$ 12.85
	(Rent:	1.56	
Net Proceeds Credited:			$ 31.40

Members of Custodian Staff Present. Mr. Iverson

Extracted from Auctioneering list No. New Westminster 11

Remarks.

J.L. No. 511

Canada

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

OCT 17 1944

JAPANESE EVACUATION SECTION

File No. 12900
Reg. No. 09592

506 Royal Bank Building,
Vancouver, B. C.

Mr. John Jinji KUMAGAI,
566 Dundas Street,
London, Ontario.

Dear Sir:

Re: Lots 1, 2, 3 and 5 to 11 inclusive, Block 2 of Lot 16, Group 1, Map 1531, Municipality of Coquitlam, in the District of New Westminster. C. of E. 49779.

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 - - - - - - - - - - - - - - -		$ 3056.00
Add:		
Unexpired insurance premium as at January 1st, 1943 - - - - - - - -		19.14
		3075.14
Less:		
Tax arrears to December 31st, 1942 - - - - -	$ 238.14	
Registration fee - - - - - - - - - - - - -	5.00	
Encumbrance—Principal $300 & $350 - - -	650.00	
—Interest - $13.70 & $16.40 (A. N. McIntosh Limited)	30.10	923.24
Net proceeds of sale - - - - - - - - -		$ 2151.90

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.

Name of Claimant KUMAGAI, Jinji John Case 1216

Custodian File 12900

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices: % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
					5056.		1802.70				1802.70

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
89.50	26.50	7.95					7.95

TOTAL RECOMMENDATION 1810.65

12900

October 6th, 1950

Mr. Jinji John KUMAGAI,
240 King St.,
London, Ontario.

Dear Sir:

Re: Japanese Property Claims Commission
Case No. 1216

We have received from the Co-Operative Committee on Japanese Canadians, Release executed by yourself covering the award recommended under the above Commission, for the sum of $1,810.65.

Cheque for $1,705.91 is enclosed herein, and the sum of $104.74 has been paid to the Co-Operative Committee on Japanese Canadians for legal fees as authorised.

Yours truly,

F.G.Shears
Director.

FGS:BK
Encl.

Defence Brief

Jinji John KUMAGAI

File No. 12900

Case No. 1216

TORONTO
5 November 1948
V.L.A.
Sheet A 44 - 1

Claim 1 Land & Buildings

Lots 123 & 5 - 11 inclusive of Block 21 of Lot 16, Map 1531
Municipality of Coquitlam

REAL PROPERTY CLAIM

(All claims shown are Gross)

Claim	Appraised at	Sale Price
$6000.	$3112.	$3056.

Witness: Appraiser, H.L. Sinclair.

An amended claim of $6550. was opposed by Custodian as the original claim was made as late as 1947 and the Commissioner agreed that he thought that the original claim of $6000. was the one that should govern. (Trans. Page 3)

Claimant stated that a neighbour wanted to buy this property for $7000. in 1939 but he was not interested in selling the property, he stated that he was not present when this offer was made to his father.

Appraiser (Sinclair) reports - Property composed of small city lots. House is a 2 storey frame construction on cement foundation. The poultry house and other out-buildings are in a dilapidated condition and are not considered to have a value to property.

This property belonged to claimant's father, now deceased, and an agreement was signed by all members of the family giving it to claimant.

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

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 2 Farm Equipment

Claim	Sold by auction for
$89.50	$26.50

Claimant stated that he paid $100. apiece for the incubators and after 11 years, he now claims $75. each for them as he considered he would now have to pay much more if he had to replace them.

IN THE MATTER OF THE "INQUIRIES ACT"

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

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE

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

Toronto, Ontario,

November 5, 1948.

IN THE MATTER OF THE CLAIM OF

JIN[illegible] HIROAI

PROCEEDINGS AT HEARING

APPEARANCES:

K.A. CHRISTIE, ESQ., K.C., appearing for the Dominion Government,

G.P. GPYER, ESQ., appearing for the Claimant.

A. SMITH, ESQ., Secretary,

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

A.G. VEITCH, ESQ., Official Reporter.

JOHN JOSEPH KENNEDY, the claimant herein, being first duly sworn, testified through the interpreter as follows:

DIRECT EXAMINATION BY MR. OPPER:

Q. I am showing you a sheet entitled Real Estate Farm Land. There is a signature at the bottom. Is that your signature? A. Yes, sir.

Q. It is your signature?

A. Yes, sir.

Q. And were the statements made in this sheet prepared under your instructions?

A. Yes, sir.

Q. And you swear that these statements are true?

A. Yes.

MR. OPPER: I tender as Exhibit 1 the Real Estate Farm Land form.

(PARTICULARS OF REAL ESTATE FARM LAND, MARKED EXHIBIT NO.1)

MR. CHRISTIE: I note in this one here that on the original claim as filed they have $6,000., and the amount at which the Custodian sold the property is $5,056., making a loss of $2,944. Then, on this particulars of claim form they are putting the estimated value as $6,500.

MR. OPPER: The explanation written down here is that the claimant apparently valued buildings other than the house, and he wants leave to amend the claim at this point.

MR. CHRISTIE: I do not know that it is proper

to amend the claim at this time, particularly when he put this claim originally in --

MR. OFFER: I am merely mentioning it to get it on the record. I do not know what the powers of the Commission are in making amendments of this kind.

THE SUB-COMMISSIONER: The original claim ought to govern. There is quite a difference, that of $600.

MR. OFFER: There is a difference of $550. I am merely applying at this time to amend the claim. The claimnt apparently merely undervalued the buildings when he was making this other thing out.

MR. CHRISTIE: This claim was evidently made and sworn to in London as recently as November 22, 1967, your honour.

THE SUB-COMMISSIONER: File that first claim, and I might say it seems to me that that is the one which should govern.

MR. CHRISTIE: I mean he cannot come along a year later and find he undervalued it in 1967. If it had been done in 1963 it might have been a different proposition.

MR. OFFER: I made application to amend the claim.

MR. CHRISTIE: I am opposing that application because I do not think there is any adequate explanation with respect to it being changed. He surely knew the valuation at that time.

THE SUB-COMMISSIONER: Yes. That is the one

which should govern.

MR. OPPER: Q. Mr. Kumagai, prior to evacuation you owned certain real estate in New Westminster, British Columbia, known as Lots 1,2,3 and 5 to 11 inclusive, in Block 8 of Lot 16, Group 1, Map 1081, for the Municipality of Coquitlam, in the District of New Westminster?

A. Yes, sir.

Q. What was the nature of that property? Were they vacant lots or residential property?

A. They were vacant. The majority of them are vacant lots but all the lots were regarded as residential lots.

Q. I notice you apparently carried on the business of raising chickens on this property. Would that be correct?

A. Yes, sir.

Q. So that the property, itself, can be considered as residential property although you were using it for more or less farm purposes. Is that the idea?

A. Yes; with the intention of gradually building up residential houses.

Q. This was more or less speculation on your part?

A. Yes.

Q. You purchased the property in 1925 at which time you state the land was all uncleared. Was there a house on the property at that time? A. No, sir; it was an old house, more like a shed.

Q. An old shed? A. There is a shed and a home. It is a very old one.

Q. What happened to that?

A. I tore the residential home down and built a new one.

Q. Pardon? A. We tore the old residential shed, home down, and built a new one.

Q. Mr. you demolished the old building which was on the property in 1925 and you built a new one when? A. I think it was 1929.

Q. 1929; and that would be one of those lots there mentioned?

A. Yes.

MR. CHRISTIE: I tender as Exhibit 2 the Farm Appraisal Report.

(FARM APPRAISAL REPORT, MARKED EXHIBIT NO.2)

MR. OPPER: Q. What was the cost to you of building that house in 1929? A. I believe I paid about $2,000. for materials alone and my father was a carpenter and he did most of the work of carpentry.

Q. And what did you pay in 1925 for those lots which are mentioned, or do you have knowledge of that?

A. I am not quite sure, but it is just a little over $100, I think.

Q. Undeveloped land, was the point?

A. Yes.

Q. And during the course of years between 1925 and 1960 was the surrounding land developed in that district?

A. Yes; almost 100 percent. developed.

Q. And, what type of development was it?

A. All residential homes.

Q. So that you would say that the value of the land has risen from 1925?

A. Yes, sir.

Q. Then, during the course of those 30 some years you cleared the 10 lots. Is that correct?

A. Yes.

Q. And you have down here the cost of clearing as $500. Would that be about right?

A. Yes, sir.

Q. And the cost of fencing in 1928 is $150. Would that be about right? A. Yes. That would be about right.

Q. And, was that labour yours or did you hire somebody to do it?

A. We did it, ourselves.

Q. You did it yourselves. The buildings on the property would then be situated on Lots 1,2 and 3, fronting on Burnett Street. Would you agree with that statement?

A. Yes, sir.

Q. In what condition were the other buildings, that is, the buildings other than the house,such as the poultry houses? A. We felt they were in fair condition. We were using them until the time of evacuation.

Q. You were using them up to the time of evacuation for the purpose of raising poultry?

A. Yes, and hatchery.

Q. This property is in your name. You are the owner of the property? A. Yes, I own the property.

Q. How many rooms in your house?

A. There are nine rooms and bathroom besides.

Q. Five rooms downstairs and four up?

A. Yes.

Q. Did anybody ever offer to buy your property?

A. I recall one instance, one of the neighbours, I do not remember the name, or I do not think he proposed his name, they willing to buy for a considerable sum. I think it was near $7000. It was some time before the evacuation.

Q. How long before? It might be rather important to place that date.

A. I would say about four or five years before the evacuation.

Q. You mean 1938 or 1937?

A. Yes.

Q. In there?

A. Yes.

Q. His offer was $7,000.? A. Yes.

Q. What would be the age of the buildings on the property? A. They were built soon after we built our residential home.

Q. Would they be 30 years old?

A. No, not anywhere near that. It would be around 14 years old, about. There is one small shed which may be 30 years old. It was there when we moved in.

Q. That was the old shed of which you spoke before? A. Yes, sir.

Q. When was the house last painted?

A. In the Spring of 1941.

Q. There is a mistake in this form. I think it says 1942. It should be 1941. Did the poultry houses on the property add anything to it or did they detract from the property?

A. (No audible answer.)

Q. Could you have said your business there as a going concern, in other words?

A. Yes. It was an asset to the property.

Q. What is this entry to which reference is made? What kind of structure was that?

A. Could you tell me what else that was?

Q. A entry is by 20. It is stated here that it was re-roofed in 1937. Does that help you?

A. I believe that is the one we used for putting incubator machines and other machinery into.

Q. What kind of structure was it?

A. It was just a solid lumber building with partly cement floor so that we could keep our machinery and implements dry, such as incubator and so forth.

Q. And there is the old shed which was on the property when you bought it. And, there were four poultry sheds. Would that be right?

A. Yes. That is right.

Q. And the poultry sheds were what you would call a henhouse, of what kind of construction were they?

A. It would be strictly a narrow long house with screen front I would say about four feet high right across the frontage where we could get all the ventilation and I think also one poultry shed had glass windows on top right across.

Q. Well, then, with all these buildings how many hens did you have a year?

A. We had as much as 1,200, and I think at evacuation we had somewhere around 800.

Q. 800? A. Yes.

Q. Pullets? A. Laying hens; pullets.

Q. And how many chicks did you have a year?

A. At that time we did not hatch any chicks at all.

Q. But you had a fair number of hens, laying hens? A. Yes.

Q. How far was this property of which you were speaking from New Westminster? A. It is in the district of New Westminster. Our address, according to the sheet is wrong. Sullivedville is wrong; 958 Brunette Street, New Westminster, British Columbia.

Q. How far were you away from public transportation? A. We were right on it. The city bus stopped right at our gate.

Q. And how long would it take you then to get down town? A. Eight minutes, about.

Q. Eight minutes. I understand that the Western Lumber Company has a large mill closeby?

A. Yes.

Q. Is that correct? A. Yes, sir.

Q. How far away would that be? A. A quarter mile.

Q. How far away would that be?

A. A quarter mile.

Q. That is reputed to be a pretty large mill?

A. Yes. It is a going concern. It had about 2,000 employees at the time of evacuation.

Q. So that a person might have a good chance of getting a job there if he needed one?

A. Yes. I would like to state that that very community did not suffer much in the depression because of the industry surrounding that place.

Q. It was a fairly prosperous neighbourhood?

A. Yes.

Q. I am showing you another sheet entitled Personal Chattels. There is a signature at the bottom. Is that your signature? A. Yes, sir.

Q. And were these statements prepared under your instructions?

A. Yes, sir.

Q. And you swear they are true?

A. Yes, sir.

MR. OPPER: I will file the Particulars of Personal Chattels as Exhibit 3.

(PARTICULARS OF PERSONAL CHATTELS, MARKED EXHIBIT NO.3)

MR. CHRISTIE: I tender as Exhibit 4 the Analysis of Personal Property claim.

(ANALYSIS OF PERSONAL PROPERTY CLAIM, MARKED EXHIBIT NO.4)

MR. OPPER: Q. You were speaking a minute ago about raising chickens on your property. There are certain items of equipment for which you are claiming, three Chafer incubators, a brooder and a wheelbarrow. Where were these items of equipment left?

A. They were left in one of the sheds that we were talking about just a few minutes ago.

Q. Now, as far as the incubator is concerned, in what condition were those three incubators?

A. They were in very good workable condition and at the market I would say they were a fairly good machine at the time.

Q. I see you gave $100. apiece for them when they were new, making a total of $300., and that you are valuing the three of them after approximately 11 years at $75. Do you feel that that is fair valuation?

A. Yes. I am putting on a very conservative price at which I may sell it easily.

Q. There was a market for incubators in that district?

A. Yes, sir.

Q. Is that right? A. Yes, sir.

Q. And, if you had to replace them ---?

A. I would have to pay considerable more.

Q. And, I suppose the same reasoning would apply in connection with the brooder?

A. Yes, sir.

Q. It would? A. Yes, sir.

Q. That is all, thankyou.

CROSS-EXAMINATION BY MR. CHELSVIK:

Q. I am showing you a J.P. Form, dated April 4, 1945. I ask you whose signature that is?

A. That is my signature, sir.

MR. CHELSVIK: I file the J.P. Form as Exhibit 5.

(J.P. FORM, MARKED EXHIBIT NO.5)

Q. You were evacuated on April 7, 1945?

A. Yes, sir.

Q. How old were you when you were evacuated?

A. Thirty-one.

Q. And, were you living on the property then?

A. Yes, sir.

Q. Were you present when this offer for the property was made in 1939, or did you just hear your father and someone else talking?

A. I believe it was my father and my brother who were around. We were not very interested in selling the property.

Q. You, yourself, were not there when this offer was made; is that correct?

A. That is correct, sir.

Q. Was this district pretty well built up?

A. Yes; I would say almost 100 percent, sir.

Q. In arriving at an estimation of the value of the house would you say that it added to the value or detracted from the value of the house in a residential district if there were poultry sheds around?

A. At the time of evacuation I do not think that it detracted any. It was an envious lot, as far as we know.

Q. Pardon? A. It did not detract the buyers; it sort of attracted the buyers rather than detracted them, because it was such a valuable accessory, sir.

Q. Well, the poultry business did not detract from the value of the residences in that district?

A. No, sir.

Q. You told my friend that you thought that there was a good market for incubators?

A. Yes, sir.

Q. Have you any explanation of why these incubators which you value at $75. should only bring $16.50 at an auction?

A. My opinion is that people took advantage of buying those goods at an auction price as minimum as possible, because our next door neighbour offered to buy our new refrigerator for which my brother paid $200. in 1949. He offered $65. People took advantage.

Q. I note on the personal property you put the value of the wheelbarrow at $2.50 and it sold for $5. Is there any explanation of that? A. As far as I can remember it was kept almost practically new.

Q. And the incubators probably looked fairly old? A. Comparatively not as new as the wheelbarrow.

Q. That is all, thank you.

MR. CHRISTIE: I will file the original claim as part of Exhibit 1 and attach the real property claim for land.

THE SUB-COMMISSIONER: Very well.

--- (See Ex. No.1)

MR. CHRISTIE: I am tendering as Exhibit 6 the Notice of Assessment, 1945, the total assessment of land being $2,200., the improvements $2,150, making a total of $4,400.

(NOTICE OF ASSESSMENT, 1945, MARKED EXHIBIT NO.6)

I tender as Exhibit 7 the Certificate of Encumbrance. It is noted on the certificate of encumbrance

"Jinju Junagai 'In Trust'

the pencil notation:

"By agreement in writing and signed by all members of the family, this property was given to registered owner whose correct name is Jinji John Nunagai."

I think the explanation is that it belonged to the deceased father and the other members of the family gave their interests.

That concludes the exhibits.

(CERTIFICATE OF ENCUMBRANCE, MARKED EXHIBIT NO.7)

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

It is further submitted that the articles of personal property which were sold at auction were sold at their fair market value.

That concludes the defence, your honour.

(PROCEEDINGS ADJOURNED SINE DIE)

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

A.F. Veitch.

Official Reporter.

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

John A. McGibbon,
Deputy Commissioner.