

13004

MAR 4 1943

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: Kiyoshi KINOSHITA.HOME ADDRESS: R. R. No. 1, Langley Prairie, B.C.REGISTRATION NUMBER 12863. SEX: Male. AGE: 38OCCUPATION: FARMER

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

EMPLOYER: _____

MARRIED? YESNAME OF WIFE OR HUSBAND: HATSUEADDRESS OF WIFE OR HUSBAND: R.R. No. 1, Langley Prairie B.C.NAMES OF ANY LIVING CHILDREN: HAGIKO, MAKIKO, ASAOADDRESS OF CHILDREN: R. R. No. 1, Langley Prairie B.C.AGE OF CHILDREN: 4, 3, 2 yrs.

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

1. LOCATION AND DESCRIPTION: R. R. No. 1, Brown Road, Langley Prairie, B.C.
 (1) Lot 23 of SW quarter of Section 4 Township 11 Map 2579
 Municipality of Langley in the District of New Westminster.
 Title Certificate No. 111994E.

(2) Lot 2 of part of the SE quarter of Section 4 Township 11 Map 5982
 Municipality of Langley in the District of New Westminster.

2. BUILDINGS AND OTHER IMPROVEMENTS:

Six room dwelling house, woodshed, pickers' bunk house, barn, packing shed.

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

4. TAXES (Amount and where payable) 19.20 MURRYVILLE B.C.

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
STRAW BERRIES 5 ACRES
RASPBERRIES 1 Acre
GOOSE BERRIES 1/4 "

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

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:

1 clothes closet, 1 couch, 1 dresser, 2 rocking chair,
1 arm chair, 3 chairs, 1 table, 1 heater, 2 kitchen stoves,
1 baby chair, 1 child's wagon, 1 baby buggy, 1 child's swing,
FARM SCALE, 1 KITCHEN CABINET, GAS. LAMP, 4 oil lamps, 2
LANTERNS, 40 SHEETS GREEN HOUSE GLASS 1'x1', 1 MANDOLIN, 130
PIECES KITCHEN UTENSILS, 113 PIECES CHINAWARE, 1 HORSE CULTIVATOR,
1 HAND CULTIVATOR, 1 PRUNING SHEAR 24 PCS. FARM IMPLEMENTS
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:

9. LIFE INSURANCE: \$1,000.00 NO 814,495 MANUFACTURES LIFE
INSURANCE ANNUAL PREMIUM \$56.30. DUE 19th JULY
JOINT ENDOWMENT 20 YRS.

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 27 day of February 1943

(Signature)

K. Kinoshita

Witness

FOR DEPARTMENTAL USE

13004
INFORMATION FROM R.C.M.P.

Date Sept. 13/43.

Our File No. 13004

Full Name KINOSHITA Kiyoshi
(Surname in Block Letters)

Registration No. 12863

Male ☒ - Female
(check)

Age Jan. 23/1915

Former Address

R.R.#1, Langley Prairie, B.C.

Date Evacuated

24/2/42

Naturalized - Canadian-Born - National
(check)

Present Address

c/o Arthur Weiman,
Nobleford, Alta.

Married - Single
(check)

Name of Wife

(nee) SENDA Katane #12862

Name of Husband

Name of Mother

(nee) WAKAMURA

Name of Father

Iwajiro (Deid)

Names of Children under 16

Tamuro (Deid)
(See Over)

Requested by

Mary Campbell

Registered with Custodian

(Yes or No)

Additional Information

Farmer Owns of 17 3/4
acres & blkg 129 Ford Truck

Alagibo (F) Oct. 10/38
makibo (F) Nov. 29/39.
Aao (M) Mar. 13/41

Farm Appraisal Report

BC/335-P

Page 1

S.S. Form No. 40
(Sheet 1)

File No. JL-326

Land Description Lot 23- S.W. 4- Tp. 11 Langley B.C.

Containing 7.73 ac Acres

Owner's Name Koyoshi Kinoshita. Post Office Address Hopington P.O 1 mile

Nearest Rail Point Sperling on B.C.R.R. Distance 3 1/2 miles.

Market Town Abbotsford Distance 14 miles.

Church (give denomination) United at Murryvale Distance 3 miles

Nearest School Otter school Distance 2 1/2 miles

State how property was identified: Map location.

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

Not on a main road, but a fair gravel road reaches the place from the highway 2 miles south.

Is this district a good one? No, it is in a poorly developed area, some of the land near was bought at tax sale just ten years ago.

Employment opportunity

Predominating Nationality and religion: Mixed, with a number of Mennonites replacing the vacated Japanese.

Describe Fencing and its condition: none Value \$

Water supply: Well over seventy feet deep low water now. Value \$

No Electric power available. BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	12 x 16	frame	8	shing	old	blocks	poor	\$ 225.00
lean-to	12 x 30	frame	7	shing	5 yr.	blocks	poor	
Pickens Shack	16 x 28	frame	7	shing	new	blocks	fair	75.00
BARN	x							
BARN	x							
shed	18 x 30	shakes	of no money value.					
GRANARY	x							
	x							
	x							
	x							

Total present day value \$ 300.00

Total Value Buildings add to farm

Is dwelling habitable without repairs? yes If not what is your approximate estimate of cost to make it habitable? The house when cleaned up can be lived in, but it will require some finishing to make it a white man's home.

Describe the basement and chimneys: Brick Chimney on bracket no basement.

No. rooms downstairs? 5 Upstairs? nil How finished wood

Are buildings painted? no Condition of paint N.A.

Distance from nearest bush none near the house, but across the road 300 yards.

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
4.23	level	4 to 8 in sandy loam	6 in sandy loam	.50 as raspberries 1.38 as garden 1.85 as strawberries .40 as currants .40 as grass	\$36.	148.08
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
3.50	rolling to hilly	6" sandy clay	sand and gravel	light scrub.	\$25.00	\$5.00 17.50
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 \$ 165.58

Total added by buildings to value of farm \$ 300.00

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

Total value of farm \$ 465.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:

The cultivated ground is in poor tilth, occupied at present by a man who knows little or nothing about fruit crops.

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

small fruits only

Noxious weeds:

very few, a few patches of Canada thistle.

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

Langley Municipality Taxes \$ 17.45

Date: June 19th 1942
Place: Abbotsford B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 19th day of June 1942

Inspector's Signature

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

Farm Appraisal Report

Remarks: Just a little better than half of this seven and three quarters of an acre property is under cultivation, and it is about all that can be profitably brought under the plow. The remainder is made up of ravine banks, with a little low very sandy ground at the bottom of the depression. An attempt has been made to grow some raspberries and strawberries on this low stuff but it has failed, there are some withered canes and a row or so of poor strawberries. The crops up on the level ground are only fair. The soil throughout is of very poor quality, and beneath it there is much coarse gravel.

As to buildings, there is just the house and a pickers shack that are of any value, the other structures that there are, are made of Cedar shakes and have no real value.

The well, better than seventy feet ^{deep}, had a pump in it at one time but this has been removed and considerable debris is now at the bottom of it, and even now there is little water available.

The present tenant is a Mennonite, and has no fruit growing knowledge. On the day of my inspection he was busy cutting out the new cane growth in the raspberries, and explained that he had no idea how to handle them.

Any one would find it very difficult to make a living from this proposition.

(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

3

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3

3

1

10

1

10

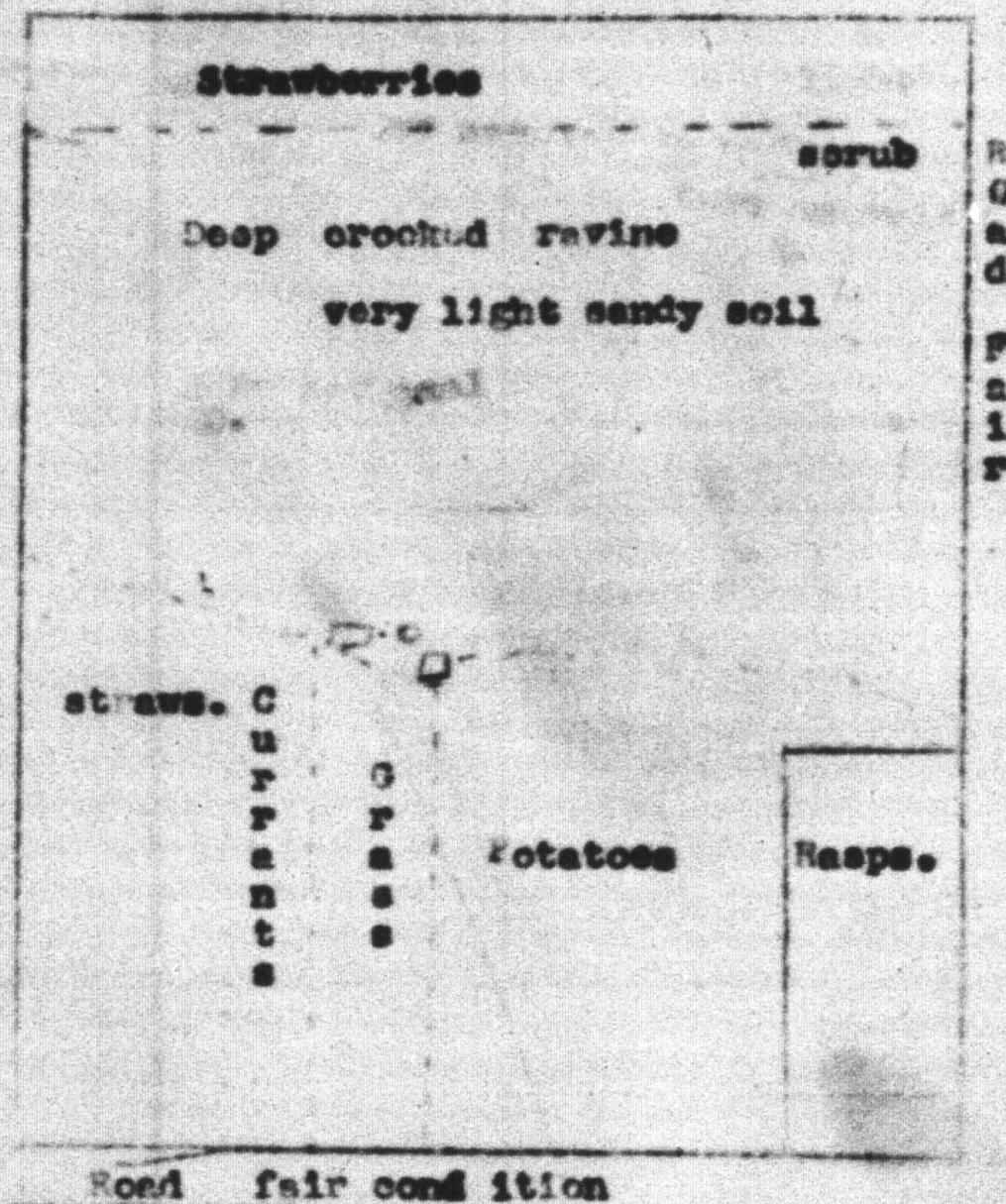
10

Total \$.....

Amount fruit trees add to value of farm \$ _____

Diagram of Property

Keyoshi Kinoshita. Lot 13-S.4. Ty.11. Langley.



2. Chains to 1 inch

Following careful review of this appraisal report, it is my opinion that the present value is \$ 450.00

Date 22nd June 19 42.

"I.T. BARNET"
District Superintendent.

File No. 13004

May 12, 1948.

REAL PROPERTY MEMORANDUM

Re: (Mr.) Kiyoshi KINOSHITA
Registration No. 12863

Veterans' Land Act transaction.

Two Real Properties included, being:

- (1) Lot 23 of the South West quarter of Section 4,
Township 11, Map 2579, Municipality of Langley
in the District of New Westminster.
and
- (2) Lot 2 of part of the South East quarter of Section
4, Township 11, Map 5982, Municipality of Langley
in the District of New Westminster.

Assessment: (1943)

Lot 23 - Land.....\$150.00
Improvements.. 400.00
TOTAL \$550.00

Taxes: (Lot 23) \$8.15.

Lot 2 - Land.....\$300.00
Improvements.. 200.00
TOTAL \$500.00

Taxes: (Lot 2) \$9.70.

Appraisal: (Soldier Settlement Board Valuation).

Lot 23 - Land.....\$165.55
Improvements.. 300.00
TOTAL \$465.55

Lot 2 - Land.....\$110.00
Improvements..
TOTAL \$110.00

Sold to Director, Veterans' Land Act for:

Lot 23 - \$456.00

Lot 2 - \$108.00
TOTAL \$564.00

Claimant's valuation:

Lots 23 and 2 Land.....\$3,160.00
Improvements.. 1,300.00
TOTAL \$4,460.00

Relative documents attached hereto.

WJJ/HMS

[Handwritten signature]

Copy

File 3004

This Indenture

Made in *Supreme* ~~the~~ *the* ~~the~~ *the* the ~~30th~~ *30th* day of ~~September~~ *September* in the year of our Lord one thousand nine hundred and ~~forty-three~~ *forty-three*

IN PURSUANCE OF THE REAL PROPERTY CONVEYANCE ACT

BETWEEN

FLORENCE PORTERFIELD (married woman)

of Woodlands, Burrard Inlet, British Columbia.

State Full Name
Address and
Occupation

AND

(hereinafter called the Grantor)

Kiyoshi KINOSHITA of Nobleford, Alberta

(formerly of R. R. No. 1 - Brown Road,
Langley Prairie, British Columbia)

State Full Name
Address and
Occupation

(hereinafter called the Grantee).

WITNESSETH that in consideration of and for the sum of ~~Three hundred seventy-five~~ *Three hundred seventy-five*
~~(\$375.00)~~ _____

Dollars of lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged), the said Grantor DOTH GRANT unto the said Grantee, his heirs and assigns, FOREVER:

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Langley, in the Province of British Columbia and more particularly known and described as Lot two (2) of part of the South East quarter (1/4) of Section four (4) Township eleven (11) Map five thousand nine hundred eighty-two (5982) Municipality of Langley in the District of New Westminster,

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 the estate, rights, title, interest, property, claim and demand of the said Grantor in, to, or upon the said premises.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; SUBJECT NEVERTHELESS, to the reservations, limitations, provisos, and conditions expressed in the original grant thereof from the Crown; and subject to all taxes, rates, and local improvement assessments whether already or hereafter assessed.

THE said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor, and the said Grantee shall have quiet possession of the said lands, free from all encumbrances.

AND the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

AND the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

AND the said Grantor RELEASES to the said Grantee ALL CLAIMS upon the said lands.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Florence Porterfield

[Signature]
Notary Public
675. W. Hastings St.
Vancouver B.C.

State Full Name
Address and
Occupation of
Witness

For Maker

I HEREBY CERTIFY that on the 30th day of September 1943
at the City of Vancouver in the Province of British Columbia

Florence Porterfield

to me that she is the person mentioned in the annexed instrument as the maker thereof, and that she executed the same voluntarily, and is of the full age of twenty-one years.

Vancouver

IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal of Office at British Columbia, this 30th day of September in the year of our Lord one thousand nine hundred and forty-three.

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

the
Notary
or
of a
station

I HEREBY CERTIFY that on the _____ day of _____, 19____, at _____, (whose identity has been proved by the _____ who is) personally known to me, appeared before me and acknowledged to me that he is the _____ of the said _____ and that he is the person who subscribed his name to the _____ and affixed the seal to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and to 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 _____, British Columbia, this _____ day of _____, in the year of our Lord one thousand nine hundred and _____.

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

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

Declaration
of Witness

I, _____
of the _____
make oath and say:
1. I was personally present and did see the within instrument duly signed and executed by _____
the part _____
thereof, for the _____

2. The said instrument was executed at _____
3. I know the said part _____, and that _____
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.
_____ day of _____ 19____

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

ROSE, COWAN & LATTY LTD. - LEGAL FORM PRINTERS
748 SEYMOUR STREET, VANCOUVER, B. C.

Municipality of Langley, in the
Province of British Columbia and more
particularly known and described as
Lot 2 of part of the S.E. 1/4 of Sec. 4,
Tp. 11, Map 5982, N.W.D.

Deed of Land

R.C.L. FORM NO. 1

SITUATE IN

TO
Kiyoshi KINOSHITA

FLORENCE PORTERFIELD

Dated September 1943

Declaration
by Attorney

Registered
No.

For
Attorney

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

I, _____
of the _____
DO SOLEMNLY DECLARE THAT
1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.
2. At the time of the execution of the said instrument I had not received any notice or information of the
revocation of the said Power of Attorney by death or otherwise.
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 _____
in the Province of British Columbia, this _____
day of _____ A.D. 19____

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.

Articles of Agreement

made in Eleventh the 11th day of September in the year

of our Lord one thousand nine hundred and thirty-seven

BETWEEN Florence Porterfield (married woman)

of Woodlands, Burrard Inlet, British Columbia.

State Full Name
Address and
Occupation

hereinafter called the "Vendor" of the one part

AND

Kiyashi Kinoshita of R. R. No.1 - Brown Road

Langley Prairie, British Columbia.

State Full Name
Address and
Occupation

hereinafter called the "Purchaser" of the other part.

WHEREAS the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of and from the Vendor the land, hereinafter mentioned, that is to say: ALL AND SINGULAR that certain parcel or tract of land and premises situate in the Municipality of

Langley - Province of British Columbia, and more particularly known and described as

~~Let~~ a part of S.E. $\frac{1}{4}$ of Section 4 - Township 11 - described as follows: - Beginning at the Southwest corner of a lot sold this date to Knichi Kinoshita thence easterly along said lot 1320 feet to a stake being the S.E. corner of said Knichi Kinoshita lot; thence South 330 feet to a stake; thence westerly 1320 feet to a stake 33 feet easterly from the Western boundary line of said quarter section, thence North ~~not shown number~~ 330 feet to the place of beginning. Containing approximately ten (10) acres.

Description
of Property

~~incorporated in the District of North~~

Group ~~district according to a registered map or plan deposited in the Land Registry Office, at the City of~~
~~in the said Province and numbered~~

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum of Three hundred Seventy five ----- Dollars (\$ 375.00) of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Seventy five ----- Dollars (\$ 75.00) on the execution of this Agreement (the receipt whereof is hereby acknowledged by the Vendor), and the balance as follows:

Term and
Interest

on September 11	----	1938	-----	\$75.00		
"	"	11	----	1939	-----	50.00
"	"	11	----	1940	-----	50.00
"	"	11	----	1941	-----	50.00
"	"	11	----	1942	-----	75.00

Total \$300.00

TOGETHER with interest on the monies from time to time owing under this Agreement, at the rate of Six per cent. (6 %) per annum, payable Sept. 11th --- in each and every year.

Interest

ALWAYS PROVIDED, HOWEVER, that the Purchaser may at any time within the above-mentioned period pay any portion thereof over amounts required by this Agreement or the balance of the purchase price and interest thereon to the date of such payments, unless this Agreement is rendered null and void as hereinafter provided.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: The Purchaser DOES COVENANT, to and with the Vendor, that he shall well and truly pay to the Vendor the sums of money above mentioned, together with the interest thereon at the rate as aforesaid, both before and after maturity, on the days and times in manner above mentioned: AND also shall pay and discharge all taxes, rates and assessments of principal and interest of local improvements, taxes and charges from date of this Agreement: PROVIDED that should the Vendor pay the said taxes the same shall be repayable forthwith by the Purchaser, with interest at the rate of per cent. per annum from the date of such payment being made by the Vendor.

AND will insure and keep insured any buildings which may be on the said land to the amount of not less than \$

and in the event of the purchaser failing so to do the Vendor may effect the insurance herein provided for; and will pay the Vendor all sums of money that may be paid by the Vendor for insurance premiums in respect of such fire insurance, during the currency of this agreement, and the Vendor shall hold a charge or lien against the lands and premises for the amounts so paid, together with interest as well after as before maturity of this Agreement, at the rate of per cent.

AND it is further agreed that in the event of such insurance becoming payable through satisfaction of loss, the Vendor, upon receiving such insurance, shall treat the same as a payment on the property, which shall be credited to the Purchaser on this Agreement and will pay or cause to be paid to the Purchaser that part of such insurance remaining after retaining only sufficient to satisfy the Vendor's claims under this Agreement.

IN CONSIDERATION WHEREOF, and on payment of the said sums of money, with interest thereon as aforesaid, and the surrender of this Agreement, to the Purchaser, by a good Purchaser, to convey and assure, or cause to be conveyed and assured, to the Purchaser, together with the appurtenances thereto belonging or appertaining, FREE and DISCHARGED FROM ALL INCUMBRANCES, except rates, taxes and assessments, from and after this date, and instalments of local improvements, taxes and assessments.

but subject to the conditions and reservations in the original grant thereof from the Crown, and such Deed shall be prepared by the Vendor at the expense of the Purchaser and shall contain the usual statutory covenants and the Vendor will then assign to the Purchaser any Insurance Policies then not matured on said buildings.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the said lands until default be made in the payment of the said sums of money above mentioned or the interest thereon, or any part thereof, on the days and times and in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement, and unless the payments above mentioned are punctually made at the time and in the manner above mentioned, and as often as any default shall happen in making such payment, the Vendor may at his option and in addition to his other remedies hereunder, give to the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any such default shall continue these Presents shall at the expiration of such notice (if the Vendor shall so elect) be null and void and of no effect, and the Vendor shall be at liberty to repossess, re-sell and convey the said lands to any Purchaser thereof, and all the monies paid hereunder shall be absolutely forfeited to the Vendor as liquidated and ascertained damages. The said notice shall be well and sufficiently given if delivered to the Purchaser or mailed under registered cover addressed to the Purchaser at R.R. No. 1 Brown Road, Langley Prairie, British Columbia.

or at such other address as the Purchaser shall from time to time specify in writing to the Vendor. THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale and in the lands herein described to any person whomsoever; and it is agreed that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

THE PURCHASER shall examine the title at his own expense.

THE VENDOR shall not be bound to furnish any abstract of title, or produce any deeds, declarations or other evidences of title, except those in the possession or control of the Vendor, and copies of the title deeds in the possession of the Vendor will only be furnished at the expense of the Purchaser. AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisions and agreements, rights, powers, privileges, conditions and liabilities contained in this Agreement 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.

Title

Purchaser's Address

Incumbrances

Insurance

Taxes

IN THE EVENT of this Agreement being registered, and in the event of default being made in any payment, or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of a satisfactory declaration that such default has occurred and is then continuing at the date of such production.

AND IT IS FURTHER AGREED that the taking of a Judgment or Judgments on any of the covenants herein contained shall not operate as a merger of such covenants or affect the Vendor's right to interest at the rate and at the time aforesaid.

Wherever the singular or masculine is used throughout this Indenture the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE VENDOR IN THE PRESENCE OF

(Signed)

Florence Porterfield
Kiyoshita Kinoshita

SIGNED, SEALED AND DELIVERED
BY THE PURCHASER IN THE PRESENCE OF

(Signed)

B. Addis (farmer)
R.R.#1, Langley Prairie, B. C.

For Maker

I HEREBY CERTIFY that on the _____ day of _____ 19____
at _____ in the _____ of _____

(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 the person mentioned in the annexed instrument as the maker thereof,
and whose name subscribed thereto as part and that he know the contents thereof, and that
he executed the same voluntarily, and of the full age of twenty-one years.

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

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

For the
Secretary
or other
Officer of a
Corporation

I HEREBY CERTIFY that on the _____ day of _____ 19____, at _____
in the _____ of _____

(whose identity has been proved by the
who is) personally known to me, appeared before
of _____
and that he is the person who subscribed his name to the
annexed Instrument, as _____ 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 to 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 _____, British Columbia,
this _____ day of _____, in the year of our Lord
one thousand nine hundred and _____

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.

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

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

day of
in the Province of British Columbia, this
DECLARED before me at
A.D. 19

of the
DO SOLEMNLY DECLARE THAT
1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.
2. At the time of the execution of the said instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.
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
in the Province of British Columbia, this
day of
A.D. 19

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

I HEREBY CERTIFY that on the
day of
in the
of
and acknowledged to me that he is the person who subscribed the name of
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said instrument as
the maker thereof, and is still alive to the best of his belief, and that he, the said
knows the contents of the said instrument and subscribed the name of the said
thereto voluntarily as the free act and deed of the said
under authority of a power of attorney which has not been revoked.
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at
British Columbia, this
day
of
in the year of our Lord one thousand
nine hundred and

Dated Sept. 11th 1937

Florence Porterfield

TO

Kiyoshi Kinoshita

10 acres

R.C.L. FORM NO. 11

Agreement

FOR SALE OF LAND

Date Paid	Principal	Int.	Paid to.
Sept. 11/37	\$75.00		Cash payment
" 11/38	75.00	\$16.50	
Oct. 25/39	50.00	12.00	
40	50.00	9.00	Pd. May
Jan. 15/42	50.00	6.00	16/41

(Note: K. Kinoshita paid half of survey charge - \$25.00 which is to be deducted from his last payment, making it \$50.00 instead of \$75.00.)

ROSE COWAN & LATTI LTD. * LEGAL FORM PRINTERS
748 REYMOUR STREET, VANCOUVER, B. C.

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

day of
in the Province of British Columbia, this

SWORN before me at
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.
of the full age of twenty-one years.
8. I know the said part
2. The said instrument was executed at
purposes named therein
1. I was personally present and did see the within instrument duly signed and executed by
of the
make oath and say:
in the Province of British Columbia.

Declaration
of Witness

For
Attorney

Registered
No.

Declaration
by Attorney

IN THE MATTER OF FARM LEASE APRIL 29th. 1942

KIYO KINOSHITA

to

JACK G. KEMPEL

STATUTORY

DECLARATION

I, Jack G. Kempel of Coughlan in the Province of British Columbia, Fruit Farmer, do solemnly declare:-

1. That on the 29th. day of April A. D. 1942 I leased from Kiyo Kinoshita of Langley Prairie, British Columbia, Lot Two (2) of the South East quarter of Section 4 and Lot 23 of the South West quarter of said Section 4 in Township 11 containing 17½ acres more or less, in the Municipality of Langley, for a term of 9 months from the 1st. day of May A. D. 1942 at a rental of \$700.00.

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

Strawberries	5.00 acres
Raspberries and	
Gooseberries	1.00 "
Total	6.00 "

and it was on that basis that I paid the aforesaid rental.

3. That I now find the said acreages have been exaggerated.

4. That on or about the 25th. day of August A. D. 1942 in company with George Siemens, I carefully measured all of the growing crops of the various kinds on the said lands and found that there were:-

5 plots of strawberries totalling 157,248 sq. ft. or 3.61 acres	
5 " raspberries &	
gooseberries " 36,864 " or 0.84 "	
Total	4.45 "

being all of the acreage in growing crops on the said land.

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

Strawberries	1.39 acres
Raspberries etc.	0.16 "
Total	1.55 "

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

Declared before me at Mission City in the Province of British Columbia this 3rd. day of September A. D. 1942.

J. G. Kempel

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

STATUTORY

DECLARATION

I, George Siemens of Coughlan in the Province of British Columbia, Fruit Farmer, do solemnly declare:-

1. That on or about the 25th. day of August A. D. 1942 in company with Jack G. Rempel Lessee of Lot 2 of the South East quarter of Section 4 and Lot 23 of the South West quarter of said Section 4 in Township 11 containing 17 $\frac{1}{2}$ acres more or less, in the Municipality of Langley, I measured up all of the plots of the various kinds of growing crops on the lands aforesaid and found that there were:-

5 plots of strawberries	totalling 157,248 sq.ft. or 3.61 acres
3 " raspberries & gooseberries	" 56,864 " or 0.84 "
	TOTAL 4.45 "

being all of the acreage in growing crops on the said lands.

2. That I took particular pains with my measurements and computations and am satisfied that they are correct.

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

Declared before me at Mission City in the Province of British Columbia this 3rd. day of September A. D. 1942.

Geo. Siemens

Wm. A. P. ...
A Commissioner for taking affidavits
within British Columbia.

Dated September 3rd, 1942

JACK G. HEATH

TO

KITO KINOSHITA

STATUTORY DECLARATION

James H. Campbell
Barrister Solicitor
Mission City B.C.

4958?

KIYO KIMOSHITA of Langley Prairie, B.C.

I

Owner of property

Lot two of the S.E. Quarter of Section four Township eleven

and Lot twenty-three of the S.W. Quarter of Section four Township eleven, containing
17 $\frac{1}{2}$ acres more or less in the municipality

of

Langley

hereby agree to let the above de-

scribed lands to T.S. Rempel of Langley for the sum of \$ 700.00 for
"1942 and \$ 350.00 rent each year after
giving him the right to carry on work immediately on my farm de-
scribed above.

This agreement is to protect both parties against the legal rights
of myself as owner of the said lands and the new occupant carrying
on to conserve the crop thereon and not to be construed as inter-
fering with the legal rights of the Custodian of Japanese property
if and when such property becomes his legal guardianship.
Time is the essence of this agreement.

Kiyo Kimoshita

Witness:

A. S. Rankin

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
MAY 7 1942

CHAFFET, SCHIDUE

File No. 13004

Reg. No. 12863

Registered: February 27, 1943.

Re: KINOSHITA, Kiyoshi

Evacuated: February 24/42

Declared	Included in Lease by Japanese.	Custodian Inventory October 5, 1942	Auctioned
closet		X	
couch		X	
dresser		X	
2 rocking chairs		X poor	
arm chair		1	
3 chairs		X	
table		1 homemade, 1 broken	
heater		3 homemade	
2 ranges		X	
highchair		1	23/5/44
child's wagon		X	
buggy		X	(Shipped Oct.23/43)
swing		X	
scales		X	
kitchen cabinet		X	(Shipped Oct.23/43)
gas lamp		X	
4 oil lamps		X	23/5/44
2 lanterns		X	23/5/44
40 sheets glass-small		X	23/5/44
mandolin		1 box	
kitchen utensils		X (Shipped Oct.23/43)	
china		X	23/5/44 (kettle)
horse cultivator	X	3 boxes	23/5/44
hand cultivator	X	X	
pruning shears		X (Shipped Oct.23/43)	
24 pcs.farm implements		(See below)	
5 hoes		4 poor	2 - 23/5/44
2 forks			
rake			
4 scythes			
2 spoons			
wheelbarrow			
385 jam crates			
		1 old	
		blinds (Shipped Oct.23/43)	
		2 boilers	1 - 23/5/44

EVACUATION SECTION	
Recd OCT 9 1943	
File No.	G-165-A

BRITISH COLUMBIA SECURITY COMMISSION

CUSTODIAN RELEASE FORM

Address o/o J. Green
Nobleford, Alta.

Date Oct. 5, 1943

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

I, Kiyoshi KINOSHITA, Police Registration No. 12863

hereby request you to release to me the under-noted property
 stored at my house in Langley Prairie, B.C.

in possession of _____

and I release you from any claim whatsoever with respect to
 such property.

Description of Property: In the sealed room.

1 pruning sheer ✓
 1 bamboo basket
 flat style
 1 child's wagon
 1240 lbs. platform
 scale
 5 blinds
 5 curtain rods

1 mandolin, case All the Japanese books & magazines
3 boxes Japanese dolls and decoration 1 iron pot
2 boxes personal effects Christmas decorations
1 box " "

Original Address R.R. 1 Langley Prairie B.C.

Date Evacuated to Vancouver _____

Date Evacuated to Present Address May 8, 1942

Number in Family - 12 years and over _____

Number in Family - 5 to 11 years old _____

Number in Family - under 5 Three

TOTAL NUMBER IN FAMILY Five

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

APPROVED:
 BRITISH COLUMBIA SECURITY COMMISSION

Per: _____

K. Kinoshita
 Claimant Signs Here

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

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO.

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

January 15/48

Mr. Kiyoshi KINOSHITA,
Reg. No. 12813,
NOBLEFORD, ALTA.

Dear Sir:

Our No. T 45

Re: Motor Vehicles

Your Ford truck

which was surrendered to the Authorities, has been

sold for \$40.00

Charges against your car were as follows:

Liens \$

Administrative Expenses \$27.23

The Balance thereafter remaining of \$12.77

has been placed to your credit in our trust account.

Yours truly,

Specified Articles Department.

RPA:MA
X

U. S. 100-2000 Rev. 2-47

USED CAR APPRAISAL RECORD

NAME T 45

ADDRESS _____

Paint					
Tires <u>4 good 1 fair</u>	\$ 25.00				
Body & Fenders	\$ 6.00				
Glass	\$ 1.00				
Top	\$ 1.00				
Nickelling	\$ 1.00				
Radiator	\$ 1.00				
Running Boards	\$ 1.00				
Mats & Kick Pads	\$ 1.00				
Upholstery	\$ 1.00				
Hardware	\$ 8.00				
Motor Expense	\$ 1.00				
Transmission	\$ 50.00				
Rear Axle	\$ 1.00				
Universal Joints	\$ 1.00				
Clutch	\$ 1.00				
Steering	\$ 1.00				
Brakes	\$ 10.00				
Tighten Up	\$ 1.00				
Muffler	\$ 8.00				
Sundries	\$ 1.00				
Wash & Clean Motor	\$ 6.00				
Clean Interior	\$ 2.00				
Oil & Grease, Change	\$ 2.00				
Oil & Check Over	\$ 1.50				
Total	\$ 113.00				

Make

Ford

Body Style

Pickup

Year

29

License

6Y383

Serial

hand A

Mileage

32995

Remarks

Mod. interested in _____

Salesman ☒

Selling price

\$95.00

Date

Appraised by

For immediate acceptance only.

Less Repairs

Allowance

\$ 1

\$

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

Detachment

Seizure No.

FOR USE WHEN APPLICABLE

Detachment File No.
Sub-Division File No.
Division File No.
Headquarters File No.

Detachment
Sub-Division
Division
Date

19

RE:-

Kiyoshi Kinoshita R R 1 Langley Prairie B C

On

March 9

1942, 1

Goodfellow K.E. MEMBER'S NAME

Came into possession of the following goods by:-

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

NO. OF PKGS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
LICENSE NO. MAKE & MODEL SERIAL NO. ENGINE NO. SPEEDOMETER READING CONDITION	(41) CY 383 Ford A Truck (29) CA104303 32995 Appears Fair	TIRE NUMBERS 5
EXTRA EQUIPMENT	N11	
DESCRIPTION & CONDITION VERIFIED	Appears Fair	
Signature of Kinoshita Japanese Registration No. 12813 Handed over to representative of Custodian whose signature in receipt thereof appears hereunder <i>[Signature]</i>		
DATE:		<i>[Signature]</i> SIGNATURE OF MEMBER SUBMITTING REPORT

13004

1st April, 1946.

Mr. Kiyoshi KINOSHITA,
Registration No. 12863,
Kipp, Alberta.

Dear Sir:

We wish to acknowledge your letter enquiring about the disposal of your property at Langley. Detailed statements regarding the sale of your two parcels of land were sent to you on the 19th July, 1944. However it would appear from your remarks that they have been mislaid. We are accordingly attaching hereto duplicates of these letters for your information. Upon the back of one of these is a statement of your account at this office from which you will note that the proceeds from the property sale have been credited to you.

Regarding your enquiry about O. KAMACHI, please be advised that at that time an error was made in searching the property, however that was corrected and there is no mixup regarding it.

We note your remarks regarding a piece of property owned by your brother. Please be advised that this property was not included in the sale of properties to the Director of Veterans' Land Act because of some Title difficulties, and was therefore, not sold until a later date. Because of the influx of people in the West, property values had by that time accordingly increased, and are as today, at a greatly inflated value. There is however, nothing that can be done in this respect.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA
Encls.(2)

for filing

13004
FILE # ~~4708~~

3rd March, 1943

PACIFIC CO-OPERATIVE UNION

CLAIM FOR MISREPRESENTATION

KIYO KINOSHITA

to

Jack G. Rempel

Acreage adjustment 1.88 - \$218.00

Suggested Settlement on 70% basis

\$152.60 ✓

20.77

131.83

(LANGLEY)

OFFER TO LEASE JAPANESE PROPERTY.

File No. JL-326

Place R.R., Aldergrove.

Date Sept. 22nd, 1942.

Custodian of Enemy Property,
Vancouver, B.C.

Re: K. KINOSHITA Property.

O.K. Lot 23 - S.W.4, Tp.11, Langley.

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

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

Cash Rental: \$ 65.00 per year to be paid as follows:
on July 15th, 1943.

Lease to include all land and buildings, - except:

Other special conditions (if any):

The following taxes will be payable by me: Nil

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

(strike out those that do not apply)

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

Full Name: George R. Rempel

Address: _____

I recommend that Lease on the
above terms be approved.

George R. Rempel
Field Supervisor,
Soldier Settlement of Canada.

(LANGLEY)

See lease 218.

OFFER TO LEASE JAPANESE PROPERTY.

4958
OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
SEP 23 1942

File No. JL-326

Place R.R., Aldergrove, B.C.

Custodian of Enemy Property,
Vancouver, B.C.

Date Sept. 22nd, 1942.

Re: K. KINOSHITA Property.

or Lot 2, Pt. SE 1/4, Sec. 4, Tp. 11, Map 5982.

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

Term: From September 1st 1942 to September 1st 1943.
1st May - Aug 31st

Cash Rental: \$ 10.00 per year to be paid as follows:

on January 1st, 1943, and in addition plant out 1 acre of straw-
berries. *CPM*

Lease to include all land and buildings, - except:

Other special conditions (if any):

The following taxes will be payable by me: Nil

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

(strike out those that do not apply)

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

I recommend that Lease on the
above terms be approved.

W. B. McKay
Field Supervisor,
Soldier Settlement of Canada.

Full Name: Jack G. Rempel

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

(Jack George REMPEL)

FIRE INSURANCE SUMMARY

File No. 13004.

Kiyochi KINOSHITA - Reg. No. 12863.

No Fire Insurance declared and none placed by
the Custodian.

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

March 15th, 1946.


D. A. CRAMER.

DAC136

REAL PROPERTY SUMMARY

JAPANESE NAME: Kiyoshi KINOSHITA Reg. No. 12863 File No. 13004.
 CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act.
 BC/335-P. First Offer.

PROPERTY ADDRESS: R. R. No. 1, Langley Prairie, B. C.

LEGAL DESCRIPTION: Lot 2 of part of the South East quarter of Section 4, Township 11,
 Map 5982, Municipality of Langley, D. N. W.
 AND
 Lot 23 of the South West quarter of Section 4, Township 11, Map 2579,
 Municipality of Langley, D. N. W.

TITLES: Lot 2 - Registered in the name of Florence Porterfield.
 Lot 23- Registered in the name of Kiyoshi KINOSHITA.

ENCUMBRANCES: Against Lot 2 - 78458C - 11th September 1937 Agreement for Sale and
 Purchase to Kiyoshi KINOSHITA.
 Vesting Order filed No. 24337, dated 16th July, 1942.

Against Lot 23 - None registered. No indication of any unregistered
 charges against either Lot 2 or Lot 23.

Vesting Order filed No. 24268, dated 3rd July, 1942.

ASSESSED VALUE:

Lot 2 - Land	- \$300.00	
Improvements	- \$200.00 - \$500.00	Taxes - \$9.70
Lot 23- Land	- \$150.00	
Improvements	- \$400.00 - \$550.00	Taxes - \$8.15
	\$1050.00	\$17.85

CLASSIFICATION:

Small Fruit Farm with Dwelling and out-buildings.
 According to Langley Assessment Notice Lot 2 has an area of 10 acres
 of which 2½ were cleared with 1½ acres planted to berries. Also,
 according to the Langley Assessment Notice Lot 23 has an area of
 7.75 acres.
 The Custodian's representative reported on 5th October, 1942 that
 Lot 23 had an area of 7.75 acres with 2½ acres cleared, planted to
 the following crops: 1 acre strawberries, ¼ acre raspberries, 1/8 acre
 gooseberries, small patch asparagus.
 1 - 1 Storey 6 room dwelling - good condition, 1 woodshed, 1 bunkhouse
 fair condition. This report evidently covers only Lot 23 as Kiyoshi
 KINOSHITA in his JP Form dated 27th February, 1943, makes the following
 declaration, which covers both Lot 2 and Lot 23, that the following
 acreage was planted to crops: 5 acres strawberries, 1 acre raspberries
 ¼ acre gooseberries, and besides the 6 room dwelling there was 1 wood-
 shed, 1 pickers bunkhouse, 1 barn and 1 packing shed.

HISTORY OF
ADMINISTRATION:

This property was leased by Kiyo KINOSHITA, on 29th April 1942, to Jack G. Rempel and George Siemens for the Term of 9 months from 1st May, 1942, with option to extend lease for 1943 under arrangement with Pacific Co-Operative Union. Consideration \$700.00 paid which includes price of 4 cords and 2 ricks of firewood, 12 raspberry crates, 250 strawberry hallocks, 64 strawberry crates and 1 ton straw. 1943 rental to be \$350.00 plus taxes. House and buildings included.

On the 3rd September 1942, Jack G. Rempel made a Statutory Declaration that there had been exaggeration as to the acreage under crop, that instead of there being 6 acres planted there was a shortage of 1.55 acres by actual measurement, made up as follows:

Strawberries -	1.39 acres
Raspberries, etc.	0.16 "
Total	1.55 acres

Adjustment was made for \$218.00 and settled on a 70% basis, viz., \$152.60, which was charged to Kiyoshi KINOSHITA'S account.

Lease was extended by Collateral Agreement covering Lot 2 to J. Geo. Rempel, expiring August 31st, 1943. Consideration \$65.00, payable July 15th, 1943.

Also, Lease was extended by Collateral Agreement covering Lot 23 to J. G. Rempel, expiring August 31st, 1943. Consideration \$10.00 payable 1st January, 1943, and the planting $\frac{1}{2}$ acre of strawberries.

SOLD:

Lot 2 - To The Director, The Veterans' Land Act for \$108.00 as at 1st January, 1943.

Approval of Advisory Committee - 1st June, 1943.

Lot 23- To The Director, The Veterans' Land Act for \$456.00 as at 1st January, 1943.

Approval of Advisory Committee - 1st June, 1943.

Funds released to the credit of Kiyoshi KINOSHITA, covering Lot 2 as at June 28th, 1944, against which were charges for Registration Fees - \$3.00, Legal Fees - \$15.00, Arrears of Taxes - \$21.41, Balance of Agreement for Sale paid to Florence Porterfield - \$56.00, leaving a net balance of \$12.59 from said transaction.

Funds released to the credit of Kiyoshi KINOSHITA, covering Lot 23, as at March 16th, 1944, against which were charges for Registration Fees - \$3.00, Legal Fees - \$15.00, Arrears of Taxes - \$20.14, leaving a net balance of \$417.86 from said transaction.

transaction.

Page 3.

File No. 13004.

In view of the rents being collected by the Custodian, until August 31st, 1943, a cheque for \$75.00 was paid to The Director, The Veterans' Land Act, November 17th, 1943.

Certificates of Titles No. 173205-E, covering Lot 2, and No. 166961-E, covering Lot 23, in the name of The Director, The Veterans' Land Act.

PROTEST:

Kiyoshi KINOSHITA in his letter of February 18th, 1946, in referring to Lot 2, writes as follows:

"Adjoining this 10 acres of mine is another 10 acres which is my brothers (Kuichi Kinoshita). We bought these two places from Mrs. Portorfield on the same year, with the same price and the same payment. My brother was notified by the Custodian that his last payment was paid by the Custodian from his funds and his 10 acres was sold at \$350.00.

If my brothers 10 acres was sold for \$350.00 with no clearing done, I am sure my 10 acres was sold for much a higher price because I had 3 acres cleared."

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

March 15th, 1946.


D. A. CRAMER.

DAC:JS

LIABILITY SUMMARY

File No. 13004.

Kiyoshi KINOSHITA - Reg. No. 12863.

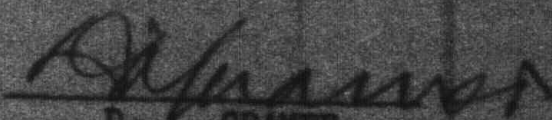
The above named Japanese declared on his JP Form, signed 27th February, 1943, that he had no Personal or Trade Debts.

However, it was found that he owed Dr. A. McBurney an old bill for \$10.00. This was paid on October 18th, 1944.

Then there was a bill presented by the Haig Clinic of Lethbridge, Alberta, for medical services for \$35.00, after evacuation. Upon instructions from Kiyoshi KINOSHITA this was paid April 13th, 1945.

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

March 15th, 1946.


D. A. CRAMER.

DAC:JS

PERSONAL PROPERTY ASSETS

File No. 13004

31st May, 1947.

Re: Kiyoshi KINOSHITA - Reg. No. 12863

CHATELS: The above Japanese did not register with this office until the 27th February, 1943, and at that time declared leaving household furniture and farm implements on his property at Langley. These chattels had already been declared by his wife on the 17th April, 1942, and were inventoried by our fieldmen on the 5th October, 1942. All correspondence regarding the chattels was transferred to KINOSHITA's file and administration of them is handled on this file.

A copy of our inventory was sent to KINOSHITA on the 16th October, 1942, to which Mrs. KINOSHITA replied that 5 articles were missing (22nd October, 1942). We contacted the tenant on the property who stated that these articles "would be brought back to the property in the near future". In response to a memo, dated 2nd June, 1943, our fieldmen re-checked the property and found the goods back on the property.

On the 5th October, 1943, KINOSHITA wrote to this office asking for shipment to him of certain articles, and he sent to Mr. Harry Berry of Langley, the sum of \$15.00 to do the packing & shipping for himself and his brother, who also requested shipment of goods. These were shipped in due course.

All saleable goods that could be found on the property were removed and sold by auction at Langley, on the 23rd May, 1944, for the net sum of \$16.78. There were a number of articles which had been declared and inventoried, which were not included in this sale, and we tried on several occasions to contact Mr. George Rempel, who had signed his responsibility for KINOSHITA's chattels, when tenantry the property, but we could get no reply.

SPECIFIED ARTICLES: KINOSHITA's Ford Truck was appraised and sold for the net sum of \$12.77, and this amount was credited to his account here. The truck was sold for \$40.00, against which administration expenses of \$27.23 were charged.

LIFE INSURANCE: When registering, KINOSHITA declared owning a \$1000.00 Manufacturers Life Insurance policy, but this was not brought under control or administered in any way by the Custodian.

This file reveals no other personal property assets.

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

HA

W. E. Carson
.....

NAME KINOSHITA, Kiyoshi

REGISTRATION NO. 12863

FILE NO. 13004

The following chattels were sold by public
 auction at Langley, B.C. on May 23, 1942

X Range	11.00	F ✓
Cultivator	5.50	T ✓
X Crow bar	1.50	T ✓
Bed pan	0.50	Misc.
Sundries	0.25	Misc-K
Pan & tray	0.50	K
Teapot	0.25	K
Killer & etc.	1.25	F
Lantern	0.75	M
Kettle	0.25	M
Sundries	0.50	Misc.-K
Lamps	0.25	Misc
Lamps	0.25	Misc
Tub	0.75	K
X 2 Hoes - Transferred from file 8653 - June 3, 1946. C.G.	0.75	T ✓

Total

(Auctioneer's Fee: ~~2.42~~ 2.42
 Less Expenses (Advertising: ~~0.79~~ 0.81
 (Moving: ~~4.11~~ 4.24

Net Proceeds Credited:

\$ ~~24.25~~ 24.25
 \$ ~~7.47~~ 7.47
 \$ 16.78

Members of Custodian Staff Present. Mr. Carlson

Extracted from Auctioneering List No. Langley 3.

Remarks.

Kiyoshi KINOSHITA

File No. 13004
Reg. No. 12863

Date	Particulars	Debit	Credit	Balance
1943 January 1	Credit re Sale of Property - Lot 23 Tax arrears to December 31-42 Registration Fee Sale of Property - Lot 2 Tax arrears to Dec 31/42 Registration fee	\$ 20.14 3.00 21.41 3.00 56.00 2.00	\$ 456.00 108.00	
January 9 July 7	Encumbrance - Principal Land Registry Office - Certificate of Encumbrance(2) Proceeds Car Sale Paid to Pacific Co-Operative Union re 1942 crop claim	152.60	12.77	
1944 August 16 October 20	Proceeds Auction Sale Dr. McBurney - claim paid	10.00	16.25	
1945 April 14 April 23	Haig Clinic - claim paid Legal fees re Sale of Properties - 2 @ \$15.00 each	35.00 30.00		
1946 February 2 May 29 June 7	Cheque to you Cheque to you Proceeds Auction Sale	200.00 59.87		
1947 June 4	Cheque to you	.53	.53	
		<u>\$ 593.55</u>	<u>\$ 593.55</u>	

Accounting Department
February 4th, 1948

NTL

Canada

J.L. No. 326

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

JUL 19 1944

File No. 13004

Reg. No. 12863

506 Royal Bank Building,
Vancouver, B. C.

Mr. Kiyoshi KINOSHITA,
c/o Arthur Neiman,
Nobleford, ALTA.

Dear Sir:

Re: Municipality of Langley- Lot 23 of the S.W. quarter of
Sec. 4 Township 11, Map 2579, New Westminster District.
C. of E. 49854.

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 - - - - - \$ 456.00

Add:

Unexpired insurance premium as at January 1st, 1943 - - - - -

Less:

Tax arrears to December 31st, 1942 - - - - - \$ 20.14

Registration fee - - - - - 3.00 23.14

Encumbrance—Principal - - - - -

—Interest - - - - -

Net proceeds of sale - - - - - 432.86

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

Yours truly,

F. G. SHEARS,
Director.

1943		<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
Jan. 1	Cr. re Sale of Property		432.86	
" " " "	" " " "		27.59	
	Land Registry Office- Certificate of Encumbrance (2)	2.00		
9	Transferred from Car Account		12.77	
July 7	Paid to Pacific Co-op Union re 1942 Crop Claim	<u>152.60</u>		
		154.60	473.22	<u>318.62 Cr.</u>

12863

SOLDIER SETTLEMENT and VETERANS' LAND ACT

File No. _____

Vancouver, B.C.

FEB 29 1944

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

KINDSHITE, King's

Dear Sir:-

Re: Lot 23 of the SW $\frac{1}{4}$ of Sec. 4, Tp. 11,
Map 2579.
MUNICIPALITY OF LANGLEY

I beg to acknowledge receipt of Duplicate Certificate of Title No. 1669612 of the New Westminster Land Registry Office for the above parcel of land in the name of The Director, The Veterans' Land Act.

Included in the Veterans' Land Act cheque for \$ 23,924.11, in favour of The Secretary of State, forwarded to you and dated February 8th, 1944, is the amount of the purchase price in full of the above land arrived at as follows:-

Purchase Price	- \$	436.00
Less arrears of taxes to January 1st, 1943,	- \$	20.14
Amount paid to Secretary of State	-	<u>435.86</u> ✓

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

Yours truly,

W.K. Chandler

W.K. Chandler,
LEGAL ADVISER.

WKC/W

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

FEB 29 1944

Date

Solicitor for
The Secretary of State

Canada

J.L. No. 326

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

JUL 19 1944

File No. 13004
Reg. No. 12863

506 Royal Bank Building,
Vancouver, B. C.

Mr. Kiyoshi KINOSHITA,
c/o Arthur Heiman,
Nobleford, Alta.

Dear Sir:

Re:

Municipality of Lanley - Lot 2 of part of the south
east quarter of Section 4, Tp. 11, Map 5982, District
of New Westminster, C. of T. 123410E

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		\$ 108.00
Add:		
Unexpired insurance premium as at January 1st, 1943		
Less:		
Tax arrears to December 31st, 1942	\$ 21.41	
Registration fee	3.00	
Encumbrance—Principal	56.00	
—Interest		80.41 ✓
Net proceeds of sale		27.59

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 convey-
ance to the Veterans' land will be charged later.

Yours truly,

F. G. SHEARS,
Director.

13004
12863

SOLDIER SETTLEMENT and VETERANS' LAND ACT.

File No. **BC/335P.**

Vancouver, B.C.

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

KINOSHITA, *Kiyoshi*

Dear Sir:-

Re:

**Lot 2, of Part of the S¹
Sec. 4, Tp. 11, Map 5982,
MUNICIPALITY OF LANGLEY.**

I beg to acknowledge receipt of Duplicate Certificate of Title No. **173205-E** of the New Westminster Land Registry Office for the above parcel of land in the name of The Director, The Veterans' Land Act.

Herewith is Veterans' Land Act cheque for \$ **86.59**, in favour of The Secretary of State, dated **June 20th, 1944**, being the amount of the purchase price in full of the above land arrived at as follows:-

Purchase Price	- \$ 108.00 ✓	<i>Reg fees</i>
Less arrears of taxes to January 1st, 1943,	- \$ 21.41 ✓	<i>22 only</i>
Amount paid to Secretary of State:	- \$ 86.59	

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

Yours truly,

T. Todrick
T. Todrick,
DISTRICT SOLICITOR

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

JUN 21 1944

Date

Solicitor for The Secretary
of State.

Name of Claimant

KINOSHITA, Kiyoshi

Case

525

Custodian File

13094

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
					106.00 456.00					90.76 250.76
PERSONAL PROPERTY										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
40.00	10.00								10.00	
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
46.40	16.25	4.57	35.02%	125.00	44.05					
TOTAL RECOMMENDATION										400.40

13004

November 16th, 1950.

Mr. Kiyoshi KINGSHITA,
721 - 12th Street N.,
Lethbridge, Alberta.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 525

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$400.40.

Cheque in your favour is enclosed for \$400.40
and we have paid the Co-Operative Committee .. Nil
for legal fees as authorized by you.

Yours truly,

FCS/js
1 encl.

F.G. Shears
Director

DEFENCE BRIEF

Kiyoshi KINOSHITA

File No. 13004

Case No. 525 ^

REAL PROPERTY CLAIM

1. Real Property Claim

\$4460.00

Appraised at

\$575.55

Sold for

\$564.00

Witness: McKay, Appraisers ^
Brown, ^

Ex. 1 - Real estate statement.

Ex. 2 - S.S.B. Appraisals

Ex. 3-5 Photos of Dwelling

Sold for fair market value.

PERSONAL PROPERTY CLAIMS

2. Chattel Claim

\$211.20

(a) Goods valued by claimant at 68.00 Sold by auction for 16.25

Witness: Trapp Motors, Auctioneer.
Carlsen, attended auction. ^

(b) Goods valued at 18.00 Shipped

Witness:

See Custodian Release form dated
5 October 43 on file and B.C.S.C.
letter dated 7 Oct. 43. Claimant
requested Custodian release and the
shipping was done at claimant's
request by a friend of his - Mr. H.
Perry of Langley Prairie.

Claimant says --- See Trans. 5 line
30 --- he did not receive the scales, and
confirms the statement on cross-examination
Trans. 7 line 16.

(c) Goods valued at 19.00 Declared, but not found when inventory
taken.

Witness: Carlsen ^
R.M. Anderson ^

Goods left under the custody, control
or management of someone other than the
Custodian, appointed by the owner of the
property.

(d) (i) Farm implements included in the lease claimant
made for the farm 18.20

(d)(ii) Goods inventoried but which were missing when
Custodian called to move them to Auction.
See Ex.525-8. 51.00

Witness: Carlsen
R.M. Anderson.

G. Rempel agreed to be respons-
ible for their safekeeping.

This is purported to be the
list of goods that claimant
turned over to lessee. Trans.10
line 30.

(f) Goods undeclared and not found. 22.00

Witness: Carlsen
R.M. Anderson

(g) Goods abandoned. 15.00

Witness: W.J. Iverson.

Ex. 6 - Chattel statement
Ex. 7 - Analysis
Ex. 8 - List of chattels turned over
to Rempel.

3. Motor Truck Claim

\$150.00

Appraised at

\$35.00

Sold for

\$40.00

Witness: McDermott Motors

RWIN/mw

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

JAPANESE PROPERTY CLAIMS COMMISSION.

B E F O R E

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

10

Lethbridge, Alberta,
August 4th, 1946.

IN THE MATTER OF THE CLAIM OF
KIYOSHI KINOSHITA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

appearing for the
Dominion Government.

W.E. HUCKVALE, Esq.,

appearing for the
Claimant.

MISS LILLIE THOMAS,

Secretary.

D.J. HANDFORD, Esq.,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30

2
K. Kinoshita,
In Chief.

THE SECRETARY: Case No. 525, Kiyoshi Kinoshita.

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

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Kinoshita, you are claiming with reference to
two parcels of farm land?

A Yes.

10 Q And the first one you describe as Lot 23 of the
Southwest of Section 4, Township 11, Map 2579,
District of New Westminster?

A Yes.

Q And the second you describe as Lot 2, of the South-
east Quarter of Section 4, Township 11, Map 5982,
District of New Westminster?

A Yes.

Q Now with respect to those two parcels of land, I
want you to take a look at that form (indicating)?

20 A Yes.

Q Have you read that form?

A Yes.

Q And is that your signature on it?

A Yes.

Q And are the contents of that form true and correct,
according to the best of your knowledge, information
and belief?

A Yes.

MR. HUCKVALE: I tender that, your Honour.

(STATEMENT MARKED EXHIBIT NO. 1).

30 MR. RICE: I wanted to ask my learned friend before he put

K. Kinoshita,
In Chief.

the statement, Exhibit 1, in if he is amending the valuation of the buildings. Apparently on the original claim it sets them out as \$1300.00 and on this form that he is submitting now he sets them out at a value of \$1350.00.

MR. HUCKVALE: We will be very glad to accept \$1300.00, sir. We are not asking for any more than that. In our claim we valued them at \$1300.00, and when we detailed them we found that we had \$50.00 more than we claimed, but we are not asking for that.

10

MR. RICE: All right, Isce.

MR. HUCKVALE: Now I would like to ask my learned friend if he would be good enough to file both appraisals at this time. There is one with respect to each parcel.

MR. RICE: As one exhibit?

MR. HUCKVALE: Yes.

(2 FARM APPRAISAL REPORTS MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Q Now, on which parcel, Mr. Kinoshita, was your dwelling house?

20

A On the 7½ acre lot.

Q I show you a photograph. Would you identify it for me, please?

A This is my dwelling house.

Q And that picture was taken when?

A In 1936, July.

MR. HUCKVALE: I tender that, sir.

(PHOTOGRAPH MARKED EXHIBIT NO. 3).

THE SUB-COMMISSIONER: When he says 7½ acres, I suppose that is Lot 23.

309

K. Kinoshita,
In Chief.

MR. HUCKVALE: That is correct, sir. The acreage is shown on the appraisal as 7.73 acres.

THE SUB-COMMISSIONER: Yes.

MR. HUCKVALE: Q I show you another photograph. Can you tell me what that is?

A This is also a picture of my dwelling house.

Q Taken from another angle, is it? A: Yes.

MR. HUCKVALE: I tender that, sir.

(PHOTOGRAPH MARKED EXHIBIT NO. 3).

10 MR. HUCKVALE: Q: And the third picture; can you tell me what that is? A: This is also a picture of the house taken from directly in front.

MR. HUCKVALE: I tender that, sir.

THE SUB-COMMISSIONER: The same building?

A The same building.

MR. HUCKVALE: Q: Incidentally, can you tell me the date when that picture was taken?

A I am not quite sure but sometime in 1939.

20 (PHOTOGRAPH MARKED EXHIBIT NO. 5).

MR. HUCKVALE: Q: Now with respect to this 7½ acre parcel, Mr. Kinoshita, the official appraisal which has been filed shows that the cultivated ground is in poor tilt. What have you got to say about that?

A The produce that I was able to raise on this property was as good or better than that produced on neighbouring farms and the kind and quality of fertiliser that I used was plentiful and good and therefore the quality of the land was very good.

30 Q Now with respect to the 10 acre property, the

K. Kinoshita,
In Chief.

appraiser seems to think that you bought that at a
Tax Sale; is that true or not?

A No, the 7½ acre parcel was purchased at a Tax Sale
but not the 10 acre parcel.

Q Now you also file a claim, Mr. Kinoshita, with
reference to a list of personal chattels?

A Yes.

10 Q And you attached as a supplement to your original
claim a list of those chattels; is that correct?

A Yes.

Q Now I want to show you this form (indicating). Will
you take a look at it, please?

A Yes, there is no mistake.

Q Has that been prepared in accordance with your
instructions?

A: Yes.

Q And have you signed it?

A Yes.

20 Q And is it true and correct to the best of your
knowledge, information and belief?

A Yes, there is no mistake.

MR. HUCKVALE: I tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 6).

MR. HUCKVALE: Perhaps my friend would be good enough to
file the personal property analysis now, sir.

(ANALYSIS MARKED EXHIBIT NO. 7).

30 MR. HUCKVALE: Q Mr. Kinoshita, in the analysis the
Custodian says that he shipped platform scales to you
on the 23rd of October, 1943. Did you ever receive
them?

A: No, I did not receive

them.

Q You remember claiming for a clothes closet?

A Yes.

Q What condition was that clothes closet in when you last saw it?

A: I think it was in good condition.

Q Do you think it was worth the amount that you claimed?

A: Yes, I think it is reasonable.

10 Q Do you remember claiming for a small kitchen stove?

A Yes.

Q What shape was it in when you left?

A It was in fairly good condition.

Q Were you using it when you left? A: Yes.

Q Thank you. Would you answer my friend, please.

MR. RICE: Just before my learned friend takes his seat, I would point out to him that the addition he has of personal chattels totals \$150.00 and according to my addition it totals \$77.50.

20 MR. HUCKVALE: Look at the supplement to the original claim.

MR. RICE: The form that has been submitted to me shows six items on that form totalling \$150.00.

MR. HUCKVALE: We had the same argument yesterday. I am not claiming to go through every item of this chattel list, nor do I have to. He has submitted originally to the Custodian a list of the chattels that he is claiming for.

MR. RICE: How does the \$150.00 come in?

Does that include the total claim of my learned friend?

30 THE SUB-COMMISSIONER: You are referring to Exhibit 6?

MR. RICE: Yes, your Honour.

THE SUB-COMMISSIONER: Well then, again what is described there are the major items.

MR. HUCKVALE: That is all, sir.

MR. RICE: All I am referring to is the addition.

There are six items there and I am referring to the addition of them. No, I am wrong. It is the Ford delivery that is \$150.00.

THE SUB-COMMISSIONER: Yes, it is the Ford delivery that is \$150.00.

MR. RICE: That is my error there.

MR. HUCKVALE: Q: Will you answer Mr. Rice, please.

CROSS-EXAMINATION BY MR. RICE:

Q8 Did you receive any scales at all? Were any scales whatever shipped to you?

A No, I received no scales of any kind.

Q All you have ever been assessed for this land is \$1050.00, have you not?

20 MR. HUCKVALE: Which parcel are you referring to?

MR. RICE: Both parcels.

A A thousand and what?

Q \$1050.00? A: Yes, I think so.

Q Did you ever call the assessor's attention to the mistake he made for assessing you for \$1050.00 when you had property valued at \$4460.00?

THE INTERPRETER: The witness doesn't quite understand what the assessment means.

MR. RICE: Q Can you explain why the assessor would assess your property for \$1050.00 if you say it is

K. Kinoshita,
Cross-Exam.

worth over \$4000.00, \$4460.00?

THE SUB-COMMISSIONER: I think what the witness' trouble is he doesn't know what that means to assess the land.

A Yes, that is right.

THE INTERPRETER: Is there an assessment form that could be shown to him?

MR. HUCKVALE: There is almost undoubtedly one on the Custodian's files.

10 THE SUB-COMMISSIONER: Pardon?

MR. HUCKVALE: There is almost undoubtedly one on the Custodian's files. They nearly all had one.

THE SUB-COMMISSIONER: Ask him if he understands that the Municipalities will value his land as a basis for fixing the amount of taxes that he will pay.

MR. REE: Q: I show you an assessment notice prepared by the Corporation of the Township of Langley, that is where your land is located, is it not?

A Yes.

20 Q And this notice shows that Lot 2 was assessed with the land at \$200.00 and the improvements at \$300.00 making a total of \$500.00 for Lot 2; and Lot 23 shows the land assessed at \$400.00 and the improvements ~~\$250.00~~^{550.00}, total ~~\$650.00~~^{1150.00} for that parcel. That is, \$1150.00 instead of \$1050.00.

A No, I never drew his attention to it.

Q You never drew his attention to it?

A No.

30 Q And you don't know why the assessor would only assess the land at only one-quarter of what you

value it then, do you?

A No, I don't know.

Q Wouldn't you be a little high in your value perhaps if the assessor is right in his value, you must then be away high in yours, are you not?

A If the assessor's valuation is correct, then naturally mine is very high, but if mine is correct then the assessor's is very low.

THE SUB-COMMISSIONER: What year was the assessment made?

10 MR. RICH: This is the assessment notice of 1943, but it is assessed for the same amount in 1942.

I intended to state, your Honour, previously that I am submitting that the land was sold for its fair market value, the chattels that were disposed of by the Custodian were disposed of at their fair value, the market price, and that the chattels that are alleged to have been lost or stolen, I am submitting that the property was turned over to persons other than the Custodian and that the Custodian was not responsible until he actually took delivery of the same, and those that were stolen or lost in the Custodian's possession the prices claimed for the same are exorbitant.

20 Q You leased your place, did you not, to Jack G. Remple and George Siemens on the 29th of April, 1942?

A: Yes.

Q And you turned over your chattels and farm to these two men?

A Certain items of farm equipment and certain items of household equipment were also included.

K. Kinoshita,
Cross-Exam.

Q Certain items of farm equipment and certain items of household equipment?

A Certain items but not all of them.

Q Not all of them?

A: No.

Q Have you got a list of the items that were turned over to Mr. Remple and Mr. Seimens?

A Yes, I haven't it with me, but I have one at home.

Q All right.

10 THE SUB-COMMISSIONER: I wonder if they should not be filed or supplied in some way to the Custodian. He says he has got a list of the things that he turned over to the two lessees, but he hasn't got them here.

MR. HUCKVALE: I haven't got it. I haven't seen it.

THE SUB-COMMISSIONER: It seems to me that is something that he can turn over to the Custodian.

MR. HUCKVALE: The Custodian says that some property was lost, destroyed or stolen in his analysis so that he admits that it was in his care.

20 MR. RICE: I am not admitting any such thing that my learned friend suggests. Here is a list which I am going to read into the record. There is a list of chattels and at the foot of it, it says, "The above articles have been left in my care and I will be responsible for their safekeeping", and it is signed by Remple.

MR. HUCKVALE: And witnessed before an officer of the Custodian, you will please note.

MR. RICE: Q That list there, does that contain articles that you left with Jack Remple?

30 A Yes, I believe that these were the things that were

K. Kinoshita,
Cross-Exam.

left with Mr. Remple.

Q Well, did you turn them over to Mr. Remple?

MR. HUCKVALE: May I just ask the date of that document, if there is one on it?

THE SUB-COMMISSIONER: Pardon?

MR. HUCKVALE: May I just ask the date of that document? I think you will find that it was made after he was evacuated.

10 THE SUB-COMMISSIONER: Well that could be fixed by him telling us when he turned them over.

MR. HUCKVALE: In many of these cases the Custodian went out after evacuation and found these things himself.

THE SUB-COMMISSIONER: Well why not clear that up then?

MR. RICE: There is a date here apparently where the stuff was sold by auction but not the date of the delivery.

20 MR. HUCKVALE: There is no date on it, but it is apparently signed by this tenant and witnessed by two officers of the Custodian.

THE SUB-COMMISSIONER: This witness should be able to tell when he turned them over and when he got the receipts.

MR. RICE: Q: Did Mr. Remple give you a receipt?

A Yes, I have a receipt signed by Mr. Remple.

Q You have a receipt?

A Yes.

MR. RICE: And he says that this is the list of the articles turned over to Mr. Remple.

30 THE SUB-COMMISSIONER: Yes. When did he get the receipt from Remple? That may tell approximately the time

E. Kinoshita,
Cross-Exam.

that the goods were turned over.

MR. RICE: Q: When did Mr. Remple give you the receipt?

A: It was about one or two weeks before I evacuated to Alberta, before a Mission, B.C., lawyer.

THE SUB-COMMISSIONER: And he evacuated in 1942, did he?

MR. SHEARS: February 24th, 1942.

THE SUB-COMMISSIONER: So that it would be during February, 1942, that he got the receipt.

10 MR. RICE: I wish to tender this as an exhibit, your Honour (indicating).

THE SUB-COMMISSIONER: What is that?

MR. RICE: That is a list of chattels signed by Mr. Remple which the witness says he believes are the articles that he turned over to Mr. Remple.

(LIST MARKED EXHIBIT NO. 6).

THE SUB-COMMISSIONER: Is that all, Mr. Rice?

MR. RICE: Yes.

THE SUB-COMMISSIONER: Anything else, Mr. Huckvale?

20 MR. HUCKVALE: Nothing, sir.

THE SUB-COMMISSIONER: That is all then, thanks.

(Witness aside)

(PROCEEDINGS ADJOURNED SINCE DEE)

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

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