

13387

Rec'd MAY 10 1943

File No.

Ans.

Referred

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO. 13387

FRASER VALLEY

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: Mr. Shinkatsu Kunimoto
HOME ADDRESS: Mount Lehman, B.C.
REGISTRATION NUMBER 12925 SEX: male AGE: 36
OCCUPATION: 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: Mr. Tom Skill, Goldstream Ranch, Vernon, B.C.
MARRIED? Yes

NAME OF WIFE OR HUSBAND: Mrs. Akiko Kunimoto
ADDRESS OF WIFE OR HUSBAND: Goldstream Ranch, Vernon, B.C.
NAMES OF ANY LIVING CHILDREN: Michiko

ADDRESS OF CHILDREN: Goldstream Ranch, Vernon, B.C.
AGE OF CHILDREN: 4

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

- LOCATION AND DESCRIPTION: Part 20.424 acres of N.W. 1/4 of Sec. 12, Twp. 14, as shown and outlined in orange color on Sketch deposited #3158, Mun. of Matsqui, B.C.
- BUILDINGS AND OTHER IMPROVEMENTS: 1 House 1 Garage 1 woodshed 1 Rhubarb house 2 packing shed 1 Barn
- INSURANCE (Give particulars; state where policies are)
- TAXES (Amount and where payable) 32\$ Matsqui Municipality
- ENCUMBRANCES (Including any unregistered claims or deposit of title deed) Title deed
- OCCUPANCY AND LEASES (If vacant so state) Please ask Custodian

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

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

*Please look for more documents
Report given to Lyndian before leaving
Maurice Stephens E.C.*

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

STATEMENT OF PERSONAL PROPERTY OWNED:

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

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

4. STATE WHEREABOUTS OF LEASE:

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

2. LANDLORD'S NAME AND ADDRESS:

1. LOCATION AND DESCRIPTION:

STATEMENT OF REAL PROPERTY OCCUPIED

*See in new books
Maurice Stephens E.C.
Maurice Stephens E.C.*

7. STATE WHEREABOUTS OF TITLE DOCUMENTS:

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST:

9. IF FARM LAND STATE CROPS SOWN

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:

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 3rd day of May 1943

H. Teutunmi.

Witness

(Signature) [Signature]

FOR DEPARTMENTAL USE

13387

INFORMATION FROM R.C.M.P.

DATE Nov. 20/42

Our File No. 13387

Full Name KUNIMOTO, Shinkatsu
(Surname in Block Letters)

Registration No. 12925

☒ Male - Female
(Check)

Age Nov. 22, 1906

Former Address Mt. Lehman. At Kelowna on April 16/42

Date Evacuated Sept. 14/42 Naturalized - Canadian-Born - National
(Check)

Present Address Enroute to Winnipeg, Man.
(Wife at Armand, Man.)

☒ Married - Single
(Check)

Name of Wife ^{nee} KUNIMOTO, # 12992

Name of Husband _____

Name of Mother Deceased

Name of Father Deceased

Names of Children under 16 Michiko (f) 29/1/39

Requested by Anderson

Registered with Custodian No
(Yes or No)

Additional Information Farmer. Owner of house & 20 acres. 7 ton Chev. truck.

MEMO Mr. F.B. Moore.

October 24, 1950.

MEMORANDUM

File No. 1387

Re: Case 234 - Shinkston KUNNINGTON

Subsequent to my letter of October 19th to Mr. R.J. McMaster, I find that on the authority of Mr. Wright's letter of Sept. 7, 1949, full proceeds from the sale of the property in question were paid to Mr. Shinkston KUNNINGTON. It would therefore follow that the award can be paid to him, so that the form of Release recently received is in order and the award can be paid.

October 19, 1950.

Mr. R. J. McMaster,
Barrister & Solicitor,
1408 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Japanese Property Claims Commission
Case 204

At the hearing of this case it was shown that the property in question was being purchased under an Agreement of Sale by the claimant from Tadasu IKIRI. A Statutory Declaration and a letter were filed as exhibits, intending to establish that the full amount of the purchase price had been paid.

I notice that the Agreement of Sale called for payments in successive years from 1933, and one would have thought that more definite proof of payment should have been produced, such as cancelled cheques or even the dates on which payments were made and the amount of interest which had been computed from time to time.

A Release form signed by Shinkatsu KUNIMOTO has been received, but in view of the fact that Tadasu IKIRI is a resident of Japan, the question of an enemy interest must be considered. I propose to hold payment of this award until Mr. Wright arrives in Vancouver, at which time this matter will be taken up with you, and if considered necessary, with the Commissioner.

Yours very truly,

F. G. Shears,
Director.

FCS/GN
Encl.

MEMORANDUM

August 12th, 1949.

TO: Mr. E. Good
FROM: E. Robertson

Re: Case No. 204 - Shinkatsu KUMIGOTO

The figures given are as follows:

\$280.69 - auctioned for \$177.85
119.31 - D.N.F. and R.N.M.
\$400.00

Results of Amended Analysis show:

\$320.58 - auctioned for \$179.55
.25 - D.N.F.
145.56 - R.N.M.
\$466.39

Exhibit No. 5 filed by the Claimant states "For all chattels claimed and itemized values see list attached hereto - Total Claim \$400.00". The attached list referred to above adds up to a total of \$466.39, and there is nothing on file to indicate where the reduction or reductions were made reducing the claim to \$400.00. Accordingly, the Amended Analysis is based on the Estimated Value of \$466.39.

In Transcript 2, Lines 12-15, it is stated that the Claim is for \$400.00.

Transcript 7, Line 21 to Transcript 8, Line 3, refers to certain items on Exhibit 6 (Custodian's Analysis of Personal Property Claim) which are circled in pencil, indicating goods sold by Custodian on which Claimant is not making any claim. With the exception of one item, namely, "1 Carton Cont. Drinking Glasses & Jug - \$1.00", such items do not appear on the revised claim, Exhibit 5. It will be noted that the first Custodian Analysis was prepared from the Inventory, no detailed claim having been filed at that time.

/ER

File No. 13287

March 27, 1945.

REAL PROPERTY MEMORANDUM

Re: (Mr.) Shinkatsu KUMIMOTO
Registration No. 12925

Veterans' Land Act Transaction.

One Real Property, being:

Part 20.424 acres of the North West quarter of Section 12, Township 14, as shown and outlined in orange color on Sketch deposited No. 3158 Municipality of Matsqui in the District of New Westminster.

Assessed Value: (1943)

Taxes: \$33.58

Land..... \$572.00
Improvements.. 1600.00
TOTAL.....\$2172.00

Sold to Director, Veterans' Land Act for \$1,609.00.

Claimant's Valuation: \$4,250.00

Registered Owner: Tadasu YEIRI.

Note: Mr. YEIRI went to Japan before Evacuation.

Mr. Kumimoto could produce no evidence that he had paid Mr. Yeiri in full for the above property, which he was purchasing under Agreement for Sale, and we are, therefore, holding proceeds from the sale in the account of Mr. Yeiri, "In Trust".

Relative documents attached to Claim File.

Note - Government Counsel:

See Real Property Memorandum attached re Tadasu YEIRI (In Japan).

Agreement for Sale from YEIRI states purchase price \$3,500.00 (1932).

WJJ/HMS

[Handwritten Signature]
...A. J. ...

July 28th, 1947

SUMMARY OF REAL AND PERSONAL PROPERTY

Re: KUNIMOTO, Akiko (Mrs. Shinkatsu), Reg. No. 12992
Mount Lehman, B. C.

Real Estate: 20 acres part of N.W. $\frac{1}{4}$, Sec 12, Tp. 14, D.N.W.
Although declared by Mrs. Kunimoto on J. P. Form
who states, (belongs to my husband at Kelowna, B. C.)
has been fully dealt with on file 13387.

Chattels: All chattels declared with the exception of 1 sewing
machine which was shipped to her as shown on husband's
file 13387, and some books which were never found, were
sold as per auction sheets at Abbotsford Auction No. 7,
also chattels not declared but found later were sold
in the same auction. Additional chattels left in the
care of Mr. McAskill were later brought into the auction
rooms and sold. Abbotsford Auction # 10.

Specified
Articles: No cameras, radios, fire arms, revealed in the registration
on this file.

Claims: The file reveals that there are no claims on this file
or that of her husband, file 13387.

At the time of evacuation, April 16th, 1942 Arnold S.
Hansen owed Mrs. Kunimoto \$775.90 for the sale of crops,
which amount he paid to her direct.

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



C. H. Reed.

Farm Appraisal Report

File No. 265

Land Description Part N.W. 1/4 Sec. 22 Tp. 14. Natsqui

Containing 20.424 ac. Acres

Owner's Name Shinkatsu Runimoto Post Office Address Nt. Lehman.

Nearest Rail Point Nt. Lehman on B.C.R.R. Distance 1/2 mile

Market Town Abbotsford Distance 8 1/2 miles

Church (give denomination) United at Nt. Lehman Distance 1/2 mile

Nearest School Nt. Lehman Distance 1/2 mile

State how property was identified: Map location, and enquiry.

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

Not a main road but a good gravel one passes on the south end of it.

In this district a good one? not especially.

Employment opportunity seasonal only.

predominating Nationality and religion: Mixed, mostly British.

Describe Fencing and its condition: Along the south only Value \$

Water supply: good well Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 36	frame	8	shg.	20	log.	fair	
addition	34 x 9	frame	7	shg.	15	blocks	fair	
addition	14 x 9	frame	7	shg.	15	blocks	fair	\$ 800.00
BARN	x							
	15 x 21	frame	7	shakes	20	none	poor	40.00
feeding shed	20 x 36	frame	8	shing	20	none	poor	150.00
addition	9 x 14	frame	7	shing	10	none	fair	25.00
garage	24 x 12	frame	8	shing	15	none	poor	35.00
	x							
	x							
	x							

Total present day value \$ 1050.00

Total Value Buildings add to farm \$ 1000.00

Is dwelling habitable without repairs? yes If not what is your approximate estimate of cost to make it habitable?

Describe the basement and chimneys: no basement, brick chimney on bracket.

No. rooms downstairs? 5 Upstairs? none How finished shiplap & paper

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

Distance from nearest bush fifty yards

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

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
11.85 rolling	Sto 12 inches loam	10in granular loam	1.50 as legume 3.00 as strawberries 3.00 as no crop 1.50 as asparagus Hope 0.75 Structure 0.50	20.00	\$597.50
Area which can be cultivated without cost other than for breaking.					
nil					
Area which can be cultivated after a reasonable amount of clearing timber, stumps, drainage, etc.					
8.47 rolling	Sto 12 inches loam	10in granular loam	thick bush and stumps	75.00 to 150.00	\$5.00 42.35
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 \$ 639.85

Total added by buildings to value of farm \$ 1000.00

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

Total value of farm \$ 1639.85

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

The place is somewhat rundown this season, just the strawberry and some fruits getting any attention. It has been occupied uptill two months ago for the past twenty years.

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

Small fruits and poultry.

Notable weeds:

Canada Thistle Bind weed and a little couch grass.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Nutsqui Municipality, Taxes. \$ 33.58

Date: June 15th 1942

Place: Abbotsford

I certify that the above report is based on a personal examination of the whole farm made on the 15 day of June 1942 19

Inspector's Signature

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

Farm Appraisal Report

Remarks: This property is located just a stone's throw from the Mt. Lebanon station on the P.O. Electric Railway, a good gravel road passes on the south end of the land. Excepting for a couple of ridges that cut the cultivated area, on the west and east sides the soil is of good quality. On the high ground though, there is gravel very near the surface, this only occurs in a couple of places however it does not detract from the generally good quality of the land as a whole.

The place has been allowed to become somewhat run-down this season. The asparagus beds are especially bad with weeds, and some ground adjoining them is not being cultivated, but instead being allowed to seed its weed crop, Canada thistle, bind-weed, and a little couch grass.

The unenclosed land is heavily covered with a dense growth of heavy brush, costly to bring under cultivation.

There is a fairly good house, quite habitable for a time without any expense. The out buildings are just fair to poor. The rubber forcing shed could be converted into a henhouse, but would need to be turned to a facing the south direction for best results. The stable will do as is for a time, room for a horse and cow.

There is no electric power in the buildings, but a line carrying the juice is just a short distance away. On the whole, the layout is a reasonably good one.

(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

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

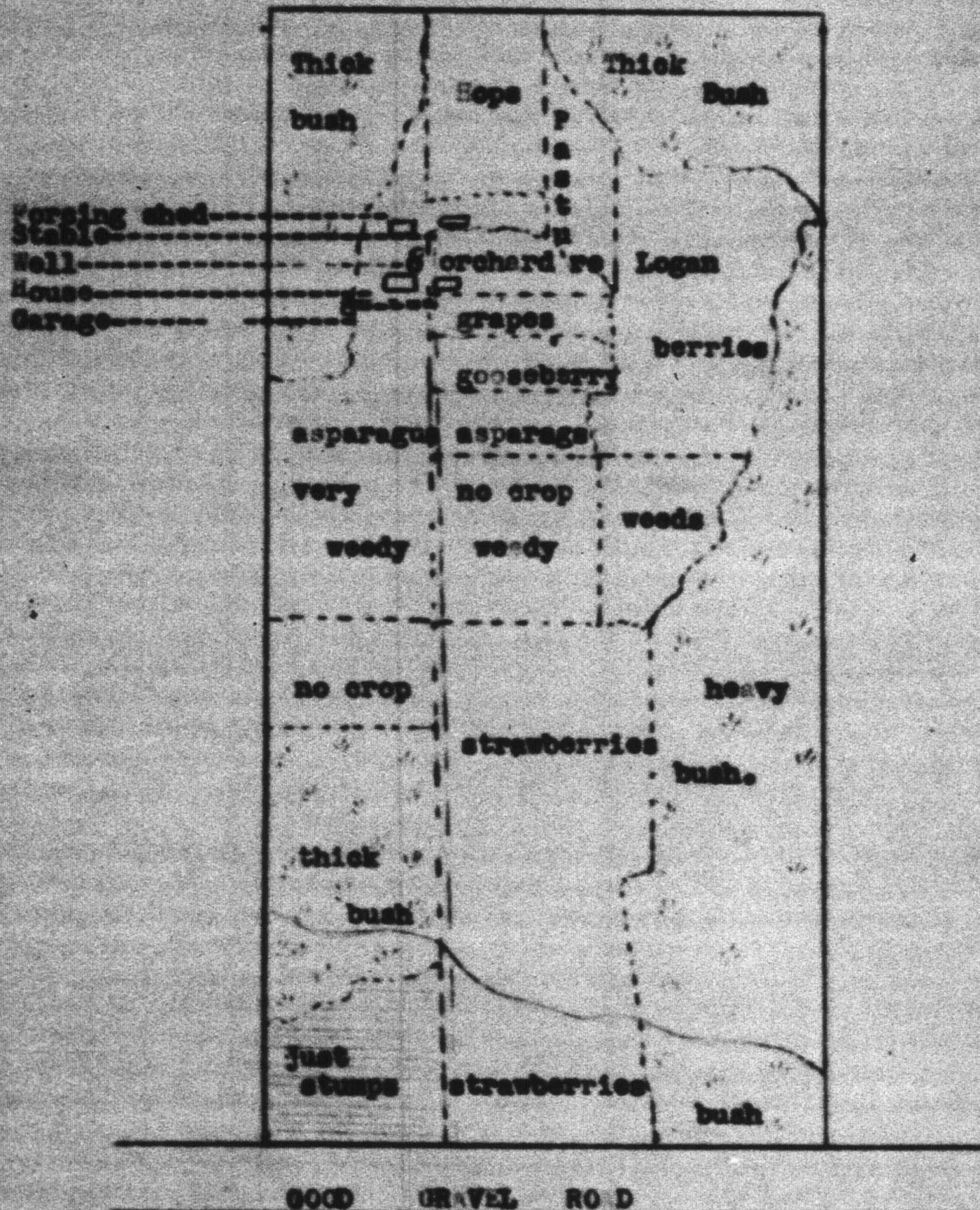
Total \$

Amount fruit trees add to value of farm \$

Diagram of Property

Shinkatoa Kunitoto. 20.424 ac of
N.W. 1/4 Sec. 12- Tp. 14. Matsqui.

Scale 3 chains to 1 inch.



Following careful review of this appraisal report, it is my opinion that the present value is \$ 1700.00

Date 15th June 19 42

"I. T. BARNET"

District Superintendent.

Bill of Sale

This Indenture, made the fifteenth day of April in the year of our Lord one thousand nine hundred and forty-two.

Between.

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EXHIBIT No. _____

26 April 1948

DATE _____

FILED BY Claimant

and.

Aiko Kunimoto, of the Village of Mount Lehman, in the Province of British Columbia. Farmer hereinafter called the Vendor. of the first part.

Arnold S. Hansen, of the Village of Bradner, in the Province of British Columbia. Farmer hereinafter called the Purchaser. of the second part.

Witnesseth, that in consideration of the sum of seven hundred and seventy-five dollars and ninety cents (\$775.90) of lawful money of Canada in hand well and truly paid by the Purchaser, the Vendor does hereby sell, set aside all rights, title and interest which she or her husband may have in the following viz

All crops which are growing consisting principally of Berries and Asperagras.

also the following. 61 Raspberry crates, 264 Strawberry crates 2 tons of straw, One Horse and harness, Wood. 39 asperagras boxes it is understood that the purchaser shall have the use of cultivator.

The above being the 1942 crop at the present time growing and being on the following parcel or tract of land which is owned by the Vendor. viz

"GHL" 20 acres part of W $\frac{1}{2}$ of N.W. $\frac{1}{4}$, Sec.12, Tp.14 Map 3158 NWD

In Witness Whereof, the party hereto has set her hand and seal on the date above mentioned

Signed Sealed and Delivered in the presence of

"George H. Loach Jr."

"Aikiko Kunimoto"

Seal

Bradner, B.C.

I hereby certify that on the fifteen th day of April 1942 at Mount Lehman, in the Province of British Columbia, Aiko Kunimo whose identy has been proved to me appeared before me and acknowledged 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 contensts thereof and that she executed the same voluntarily and is of the full age of twenty-one years.

In Testimony Whereof I have hereto set my Hand and Seal of Office at Mount Lehman, in the Province of British Columbia this Fifteenth day of April in the year of our Lord One thousand nine hundred and forty-two.

"G.H.L."

X Aikie G.H. Loach Jr.

A Justice of the Peace in and for the Province of British Columbia

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

May 25, 1948

M. Melancon

Dominion of Canada

In the Matter of

Province of BRITISH COLUMBIA

To Wit:

Part 20.424 acres of NW $\frac{1}{4}$ of Sec. 12,
Twp. 14, on Sketch deposited #3158,
Municipality of Matsqui, District of
New Westminster.

I, Shinkatsu KUNIMOTO

of the City

of Vernon

in the Province of British Columbia,

Do Solemnly Declare that

1. On the first day of September, 1932, I purchased from Tadasu YEIRI the above described parcel of land, executing an Agreement for Sale, which Agreement is filed in the Land Registry Office at New Westminster as Filing Number 71251-C.
2. I have paid to the said Tadasu YEIRI the full amount due him in respect to this Agreement for Sale, and am entitled to a conveyance of title to this parcel of land.
3. The said Tadasu YEIRI is a resident of Japan, and a Deed cannot now be procured from him.

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 Vernon

in the Province of British Columbia

this 29th day of

Sept.

A.D., 1944

"Shinkatsu Kunimoto"

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

EXHIBIT No. 204 - 4
DATE 26 April 1948
FILED BY Claimant

I hereby certify that the foregoing words are a true
copy of the original whereof they purport to be a copy
May 25, 1948

Dated

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In the Matter of

Statutory Declaration

SEE STATUTES RECAPITULATED

ARTICLES OF

This Agreement, made in duplicate ^{the} ~~the~~ firstday of **September** in the year of Our Lord one thousand nine hundred and **forty thirty-two**.

BETWEEN

TADASU YEIRI, of the Village of Mount Lehman, in the
Municipality of Matsqui, Province of British Columbia,
Farmer,

Name,
Address, and
Occupation
of Parties

hereinafter called the "Vendor" of the one part
AND

SHINKATSU KUMIMOTO, of the same place, Farmer,

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor ^{agrees} ~~has agreed~~ to sell to the Purchaser and the Purchaser ^{agrees} ~~has agreed~~ to purchase of and from the Vendor the land ~~and hereditaments~~ hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, ~~lying and being~~ in the Municipality of Matsqui ----- Province of British Columbia, and more particularly known and described as

Part (Twenty decimal Four Hundred and Twenty-four (20.424) acres
of the North West Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township
Fourteen (14), as shown outlined in Orange on Sketch in the
District of New Westminster

according to a registered map or
plan deposited in the Land Registry Office, at the City of New Westminster
----- in the said Province and numbered 3158

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of
Three Thousand Five Hundred----- **(\$ 3500.00)**----- Dollars
of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that
is to say: the sum of **Five Hundred Dollars** ----- **(\$500.00)**----- Dollars
on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and
acknowledge), and the balance payable as follows:

The sum of Five Hundred Dollars (\$500.00) to be due and payable on the
first day of September, 1933.
The sum of Five Hundred Dollars (\$500.00) to be due and payable on the
first day of September, 1934.
The sum of Five Hundred Dollars (\$500.00) to be due and payable on the
first day of September, 1935.
The sum of Five Hundred Dollars (\$500.00) to be due and payable on the
first day of September, 1936.
The sum of Five Hundred Dollars (\$500.00) to be due and payable on the
first day of September, 1937.
The sum of Five Hundred Dollars (\$500.00) to be due and payable on the
first day of September, 1938

TOGETHER with interest on the ^{monies} ~~balance~~ from time to time owing under this Agreement at the rate
of **seven (7%)** per cent. per annum, payable on the same times and on
the same dates as hereinbefore provided for the payment of instalments
of Principal.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOETH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed. THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith. IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOETH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor. AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times 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. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof. 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 to any person whomsoever, provided, however, 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.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided. AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, 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; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. 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 Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

IN WITNESS WHEREOF, the said parties to these presents 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:

Signature of Witness Hanten S. Okumura

Street Address 334 Powell Street

City Vancouver, B.C.

Occupation Real Estate

"Tadasu Yeiri" (Seal)

SIGNED, SEALED AND DELIVERED
By the Purchaser in the Presence of
Signatures

"Shinkatsu Kuminoto" (Seal)

FOR ATTORNEY

I Herby Certify that on the
at

day of 19

(whose identity has been proven by the evidence on oath
) who is personally known to me, appeared before me
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
in the Province of 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 acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I Herby Certify that, on the
at

day of 19

(whose identity has been proved by the evidence on
, in the Province of British Columbia,
, who is) personally known to me,
of
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 carry on business 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 acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

PROVINCE OF BRITISH COLUMBIA

221A 01

I, Hunter S. Osbourne

10

make oath and say:

City, of the Province of British Columbia

1. I was personally present and did see the within instrument duly signed and executed by Tadenu Kojiri and Shinkutsu Kunimoto the parties thereto, for the purposes named therein.

1. The said instrument was executed at New Westminster, B. C.
2. I know the said parties, and that they are of the full age of twenty-one years.
3. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at New Westminster
in the Province of British Columbia, this
8th day of September, 1932.

"R. K. Chapman" (Seal)
A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits within British Columbia

Butler

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ptember
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E. C.
725

TO

Form No.

193

22

FOR MAKER (INCLUDING MASTER NUMBER)

FOR MAKER (INCLUDING MARRIED WOMEN)

(whose identity has been proved by the evidence on 'IN THE TRIANGLE OF CRIMINAL COMMUNISM', who is) personally known to me, appeared

the person mentioned in the annexed instrument as
the person mentioned in the annexed instrument as
subscribed thereto as part of the full age of thirty-one years
thereof, and whose name
with thereto, and that
executed the same voluntarily, and is of the full age of thirty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at
in the Province of British Columbia.

In the year of our Lord one thousand nine hundred and

NOTE.—Where the person making 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

Although this printed form is slightly different from the original printed form, hereby certifying that the typed insertions are a true copy of the original typed insertions.

DATE May 27, 1968

PAID	
------	--

[illegible]

INTL	
INTL	

ENERGY

PAID	
------	--

TO

Extract from Lease.

Lease No. 295.

File No. 13387.

Lessor: Shinkatsu KUNIMOTO.

Lessee: Mike TARBAJ.

Date: 4th March, 1943.

Term: 1 year from 1st January, 1943 to 31st December, 1943.

Consideration: \$180.00 - payable \$15.00 monthly commencing 1st January, 1943.
No Taxes.

Property:

Land: Part 20.424 acres more or less of N.W. $\frac{1}{4}$ Section 12 Tp. 14
as outlined in orange on Sketch 3158, C. of T. 58613 E.
Municipality of Matsqui.

Buildings: Included. Sufficient space reserved for storing chattels.

Chattels: Not included.

Lease handed to S.S.B. 27/7/43.

September 13, 1949.

Messrs. Morrow & Davidson,
Barristers and Solicitors,
3001 - 31st Street,
Vernon, B.C.

Dear Sirs:

Re: Part 20.424 acres of NW $\frac{1}{4}$ of S $\frac{1}{2}$ Sec. 12,
Twp. 14, on Sketch deposited #3158,
Municipality of Matsqui, District of
New Westminster.

Tadasu YEIRI and Shinkatsu KUNIMOTO
Regn. No. 13387 and 12925

Further to our letter of August 15th, we have now
received a reply from Mr. E.W. Wright, Counsel to the Custodian
at Ottawa, advising that it will be in order for the funds held
by the Custodian to be released to the credit of your client,
Mr. Shinkatsu KUNIMOTO.

Cheque for \$1546.98 issued in favor of Shinkatsu
KUNIMOTO is enclosed herein.

Yours very truly,

F.G. Shears,
Director.

FGS/GN
Encl.

ROYAL CANADIAN MOUNTED POLICE

"E" Division.

IN REPLY PLEASE QUOTE

DIV. FILE No. 49E.1518/3-1

H. Q. FILE No. _____

Vancouver, B.C.
Feb. 24th, 1949.

13387.
Mr. M.L. Brown,
Office of the Custodian,
Dept. of the Secretary of State,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:

RE: Shinkatsu KUNIMOTO,
Regt. No. 12925.

With reference to your communication of
the 25th ultimo and enclosures, attached hereto please
find the two Japanese documents as well as our translator's
note.

Yours truly,

H.A. Larsen
(H.A. Larsen) Insp. for
Officer i/c C.I.B. (A.O.D.)

Encls:

The first document in Japanese is said by Mr. Wakabayashi to be a report from a man named Tadaei Yeiri who formerly lived at Mount Lehman, B. C., that he had lost title to a property there during the war time.

The second document in Japanese is said by Mr. Wakabayashi to be dated November 16, 1948 and states that Mr. Yeiri returned to Japan in 1932. At that time he sold the property (presumably the one mentioned in the first document) to Mr. Shinn Hatsuhichi (Shinn being the surname) on terms and that he has received full payment now.

Wakabayashi translated the
attached documents when
he called in the Custodian's
Office. Sometime after the
date of the RCMP letter

The attached two documents in the Japanese language would appear to be some sort of an agreement re property at Mt. Lehman, B.C., owned by Tadaei Yeiri.

Due to the fact that these documents are written in Japanese longhand and not clearly written, it is not possible to make an accurate translation of same.

J. Fanning
(J. Fanning)

證言書

一九三二年七月 日々に帰国の業家入定の所ある美佐の
陸軍少佐の佐々木少佐の土地分國下
とあるもの事ある其の事
一九四八年一月十日
証明中
佐々木

J. Quinn

EVACUATION SECTION	
Rec'd	AUG 15 1949
File No.	
Ans.	
Referred	

The Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
VANCOUVER, B.C.

Re: Your File No. 13387; Reg. No. 12925
Re: Tadasu YEIRI and Shinkatsu KUNIMOTO

THIS IS TO CERTIFY that I have received all monies due and owing to me dealing with the property in the Matsqui District of British Columbia, Canada, known as Part 20.424 acres of the North West Quarter of Section 12, Township 14, as shown and outlined in orange on Sketch deposited No. 3158, District of New Westminster. C. of E. 52412, and that Shinkatsu Kunimoto is entitled to receive all funds now held by your office on account of the sale of the above lands and premises. The price which was paid by Mr. Kunimoto to me was \$3500.00.

SWORN BEFORE ME at Kumamoto

Kyushu, Japan

this 3 day of August

A.D. 1949.

Tadasu Yeiri
Tadasu Yeiri

Joseph P. Biggs

A NOTARY PUBLIC -
JOSEPH P. BIGGS, JR. Capt. CMT
Kumamoto Civil Affairs Team
Summary Court Officer

13387
1444 (Int)
Legal Department

Mr. Shinkatsu Kuminoto,
Registration No. 12925,
Coldstream Ranch,
Vernon, B. C.

509 Royal Bank Building,
Vancouver, B. C.
December 6th, 1944

Re: Part 20.424 acres of NW $\frac{1}{4}$ of Section 12,
Twp. 14, on Sketch deposited No. 3158,
Municipality of Matsqui, B.C.

Dear Sir:

With further reference to our Mr. Ian Macpherson's letter of the 22nd of September last, we find, on reviewing the file, that some further evidence is required to support the declaration which you made on the 29th day of September, 1944.

The Agreement for Sale provided for an initial payment of \$500.00, which is acknowledged by the Vendor, but the remaining sum was payable in \$500.00 instalments on the first of September, 1933, 1934, 1935, 1936, 1937, 1938.

Will you be kind enough to let us know if you have any cancelled cheques or receipts in connection with these payments. If not, please advise the name and address of your Bank so that your account may be examined. If you could furnish us with the name and address of the Bank where Tadasu YEMRI had his funds, we will also ask for a report on his account.

Kindly let us hear from you by return of mail.

Yours truly,

KWW/JF

K. F. WRIGHT
COUNSEL TO THE CUSTODIAN

To be handed to the applicant.

Licence No. C 7212
Year 194 1

PROVINCE OF BRITISH COLUMBIA.

Revenue
Receipt

Nº 55786

"MOTOR-VEHICLE ACT."

TRANSFER OF LICENCE FOR MOTOR-VEHICLE.

THIS IS TO CERTIFY THAT, notice having been filed with me pursuant to the provisions of the "Motor-vehicle Act" of the transfer of the motor-vehicle registered under Motor-vehicle Licence No. C 7212
from Mrs. C. Savitsky, B.C., as vendor,
to Custodian of Enemy Property, B.C., as purchaser,
and the prescribed transfer fee of seventy-five cents having been paid to me, the said licence is hereby transferred to the said purchaser of the motor-vehicle.

COMMISSIONER OF PROVINCIAL POLICE.

Dated this _____ day of _____

Per. [Signature]
(Signature of issuing official.)

194 1, at _____, B.C. Official position _____



REPORT

File No. 13387

Re: Shinkatsu, KUNIMOTO

I contacted Mrs. Casimire SAVITSKY re :

1930 Chevrolet 1 ton truck formerly owned by the above Japanese.

I had some difficulty in getting the attached statement signed due to the fact that she had a letter from our office informing her to dispose of said vehicle as she saw fit which was dated 1942. She stated that she had recieved several offers up to the sum of \$100.00 which she refused due to the fact that she still did not think she had the right to sell the truck and pocket the money.

Mrs. Savitsky would not sign the transfer papers unless - there was some remuneration for storing and looking after the truck which she has done very well. The tires and battery were removed in the winter and radiator drained. I found the truck to be in fair condition, the tires practically new, the numbers are as follows.

Dunlop 32 # 6, Serial No. B52529

" " " " " H.K.62606

Goodyear 30 x 35 " " H. 20677

Atlas " " " " 150665-3164

To the best of my knowledge I figure the truck worth \$175.00 registered and with a licence in Vancouver which would leave app. \$125.00 net sold in Vancouver.

Transporting to Vancouver, Licence & Registration App. \$50.00.

Signed

Harlan
April 25-47

REPORT

File No. 13387

Re: Shinkawa, KUNIMOTO

I contacted Mrs. Casimire SAVITSKY re :

1930 Chevrolet 1 ton truck formerly owned by the above Japanese.

I had some difficulty in getting the attached statement signed due to the fact that she had a letter from our office informing her to dispose of said vehicle as she saw fit which was dated 1942. She stated that she had received several offers up to the sum of \$100.00 which she refused due to the fact that she still did not think she had the right to sell the truck and pocket the money.

Mrs. Savitsky would not sign the transfer papers unless - there was some remuneration for storing and looking after the truck which she has done very well. The tires and battery were removed in the winter and radiator drained. I found the truck to be in fair condition, the tires practically new, the numbers are as follows.

Dunlop 32 x 6, Serial No. B32529

" " " " H.E. 62606

Goodyear 30 x 35 " " H. 20677

Atlas " " " 150665-3164

To the best of my knowledge I figure the truck worth \$175.00 registered and with a licence in Vancouver which would leave app. \$125.00 net sold in Vancouver.

Transporting to Vancouver, Licence & Registration App. \$50.00.

Signed Barb

April 25-44

OFFER TO LEASE JAPANESE PROPERTY.

File No.

4. 265

Place

Vancouver B.C.

Date

2nd Dec 1943

Custodian of Enemy Property,
Vancouver, B.C.

Re: Shinkaiwa Kuniindo Property.

part 2/4 2nd 1/4 Sec. 14, 15, 16
Map 3058, Dist. of Melville B.C.

I hereby offer to lease the above described property

on the following basis:

Term:

From 1st Jan 1943 to 31st Dec 1943.

Cash Rental: \$ 15.00 per month to be paid as follows:

monthly in advance.

Lease to include all land and buildings, - except:

no exception

Other special conditions (if any):

nil

The following taxes will be payable by me:

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

(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.

[Signature]
Field Supervisor,
Soldier Settlement of Canada.

Full Name: Mike Tarbent

Address: A.R. 1, 4th St, Vancouver

(MIKE TARBENT)

REG.
NO.

12924

12992

NAME

KUNIMOTO, Shinkatsu

KUNIMOTO, Akiko (Mrs. Shinkatsu)

FILE
NO.

13387

4508

ASSURED

THE SECRETARY OF STATE OF CANADA acting in his capacity as Custodian

COMPANY

North West Fire
Insurance Company

POLICY NO.

210181

AMOUNT

\$600.00

PREMIUM

\$12.00

RATE

2.00

TERM

3 Yr. Oct. 19, 1946

EXPIRATION

PROPERTY INSURED

\$600.00 On the 1 story, frame, shingle-roof
private dwelling.

LOCATION

near Mt. Lehman, on part of
NW 1/4 Sec. 12, Twp. 14, Sketch 3158
Mun. of Matsqui, N.W.D., B.C.

LOSS PAYABLE

INSURANCE AGENT

McGregor, Johnston &
Thomas, Ltd.

RENTAL AGENT

ENDORSEMENTS

Transferred to SSB

REG. NO. 12925		NAME KUNIMOTO, Shinkatsu (See also File 4526)			FILE NO. 13367	
COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
North West Fire Insurance Company	<i>Transferred to SIB</i> 210181	\$600.00	Oct.	19	1946	Pt. of N.W. 1/4 Sec. 12, Twp. 14 Tun. Matsqui, B.C.

FIRE INSURANCE SUMMARY

Shinkatsu KUNIMOTO Reg. No. 12925 File No. 13367

The above named Japanese did not declare any Fire Insurance on his J.P. Form signed May 3rd, 1943.

Under instructions from the Insurance Department, the following Policy was placed on his dwelling October 19th, 1943:

North West Fire Insurance Company, Policy No. 210181,
\$600.00.

This was transferred to The Director, The Veterans' Land Act and a credit of \$10.00 Unexpired Premium was placed to Shinkatsu Kunimoto's account.

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

June 17th, 1947.

D. A. Cramer

D. A. CRAMER.

D&C:ie

Canada

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

DEC 2 - 1944

JAPANESE EVACUATION SECTION

File No. 13387
Reg. No. 12925

506 Royal Bank Building,
Vancouver, B. C.

Mr. Shinkatsu KUNIMOTO,
Coldstream Ranch,
Vernon, B. C.

Dear Sir:

Re: Municipality of Matsqui - Part 20.424 acres of the North West Quarter of Section 12, Township 14, as shown and outlined in orange on Sketch deposited No. 3158, District of New Westminster. C. of E. 52412.

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	\$ 1,609.00
Add:	10.00
Unexpired insurance premium as at January 1st, 1943	<u>1,619.00</u>
 Less:	
Tax arrears to December 31st, 1942	\$ 40.02
Registration fee	3.00
Encumbrance—Principal	43.02
—Interest	
Net proceeds of sale	<u><u>1,575.98</u></u>

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

Yours truly,

F. G. SHEARS,

Director

*Mr. Richardson
Do not send out
this stat till we
receive reply to
6/12/44
K.W.W.*

६७६८

Jan. 1

Balance Brought Forward
Fire Insurance

Cr. re Sale of Property

Land Registry Office
Certificate of Encumbrance

1.00

1,575.98

12.00 Dr

३३५०८

Credit

ଉତ୍ତର

7761

MAY 3

Storage Charges on Truck

12.00

Licence Transfer " "

75

Sale of Horses

3.75

Sale of Truck

177-21

Charges re Crating, etc.

7.80

Entries re Sale of Property
Reversed and Held in Suspense
Pending Settlement of Ownership

1.575.98

~~13.00~~

127.02 Cr.

1,609.53

1,736.55

$$\begin{array}{r} 5506 \\ 086 \\ \hline 5592 \end{array}$$

SOLDIER SETTLEMENT and VETERANS' LAND ACT.

File No. BC/660P

J.L. 265
Vancouver, B.C.

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

KUNIMETO, Shinkatsu

Dear Sir:-

Re: Part 20.424 acres of the North
West 1/2 of Sec. 12, Tp. 14, as
shown outlined in orange color on sk.
3158, N.W.D. MUN. OF MATSQUI.

Anderson
I beg to acknowledge receipt of Duplicate
Certificate of Title No. **172719-B** 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 \$ **1568.98**, in favour of The Secretary of State,
dated **June 28th, 1944**, being the amount of the purchase
price in full of the above land arrived at as follows:-

Purchase Price	- \$ 1609.00
Less arrears of taxes to January 1st, 1943,	- \$ 40.02
Amount paid to Secretary of State:	- \$ 1568.98

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 28 1944

Date

Solicitor for The Secretary
of State.

TEMPORARY REAL ESTATE SUMMARY

JAPANESE NAME: Shinkatsu KUNIMOTO Reg. No. 12925 File No. 13387.
CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act. Copy for Int. 1444.
First Offer BC/660-P.

PROPERTY ADDRESS: Mount Lehman, B. C.

LEGAL DESCRIPTION: Part 20.424 acres of the North West $\frac{1}{4}$ of Section 12, Township 14 as shown and outlined in orange color on Sketch deposited No. 3158, Mun. of Matsqui, D. N. W.

TITLE: Registered in the name of Tadasu YEIRI.

ENCUMBRANCES: 71251C 1st September 1932 Agreement for Sale and Purchase to Shinkatsu KUNIMOTO.
Vesting Order filed No. 25586 - March 18th, 1943.

ASSESSED VALUE: Land \$ 572.00
Improvements \$1600.00 - \$2172.00. Taxes - \$33.58.

CLASSIFICATION: This was a small fruit farm, dwelling and out-buildings, having an area of 20.424 acres of which 11.95 acres were cultivated and planted to the following crops: 1.8 acres loganberries, 3.6 acres strawberries 1.5 acres asparagus, .75 acre hops, rest of cultivated land had no crops. Uncleared land was heavy bush.
1 - 5 room house 24x36' with 2 additions 34x9' and 14x9'. 1 forcing shed 20x36'. 1 barn 16x21'. small garage. outbuildings generally poor.

HISTORY OF ADMINISTRATION: *Leased at 2 to 6 (see lease)*
Shinkatsu KUNIMOTO leased this property 4th March 1943 to Mike Tarbaj for a term of 1 year from 1st January 1943 to 31st December 1943. Consideration \$180.00 payable \$15.00 monthly commencing 1st January 1943. No taxes. Sufficient space reserved for storing chattels.

SOLD: To The Director, The Veterans' Land Act, for \$1609.00 as at 1st January 1943.
Approval of Advisory Committee - 1st June 1943.

The net funds were placed to the credit of Tadasu YEIRI, In Japan, Int. file 1444, and frozen. The reason for this being that this property was sold by Tadasu YEIRI to Shinkatsu KUNIMOTO 1st September 1932 for \$3,500.00 under Agreement for Sale, payable \$500.00 cash and the balance as follows: The sum of \$500.00 to be due and payable on the first day of September, 1933. The sum of \$500.00 to be due and payable on the first day of September 1934. The sum of \$500.00 to be due and payable on the first day of September, 1935. The sum of \$500.00 to be due and payable on the first day of September, 1936. The sum of \$500.00 to be due and payable on the first day of September 1937. The sum of \$500.00 to be due and payable on the first day of September, 1938.
Shinkatsu KUNIMOTO claims that he has paid off this Agreement in full,

giving a Statutory Declaration on 29th September 1944 to that effect, but as he claims while he sent the payments to Tadasu YEIRI, In Japan, regularly, he has nothing to show that they were received there.

We quote from a letter of December 6th, 1944, written by Counsel to the Custodian: "With further reference to our Mr. Ian Macpherson's letter of the 22nd of September last, we find, on reviewing the file, that some further evidence is required to support the declaration which you made on the 29th day of September, 1944.

The Agreement for Sale provided for an initial payment of \$500.00, which is acknowledged by the Vendor, but the remaining sum was payable in \$500.00 instalments on the first of September, 1933, 1934, 1935, 1936, 1937, 1938.

Will you be kind enough to let us know if you have any cancelled cheques or receipts in connection with these payments. If not, please advise the name and address of your Bank so that your account may be examined. If you could furnish us with the name and address of the Bank where Tadasu YEIRI had his funds, we will also ask for a report on his account. Kindly let us hear from you by return of mail". and we quote KUNIMOTO'S reply of December 10th, 1944:

"Referring to your letter of December 6th I find that I have no receipts or cancelled cheques regarding to the Agreement of Sale.

Only way I could prove to you would be after the war when I could see Mr. Yeiri or write to him.

We had reached a understanding and had written to him time and time sending him money but I did not hear from him at all. By that time the mail service had ceased on account of the war.

Under the circumstances I'm afraid I cannot give any further evidence until the end of the war".

after which the following memorandum was placed on the file, January 6th, 1945: "This property was under Agreement of Sale from Tadasu YEIRI to Shinkatsu KUNIMOTO, and the amount owing under the Agreement has not been determined. Unless further evidence is produced by KUNIMOTO, it must be assumed that the balance owing under the Agreement for Sale is \$3000.00.

The full net sale price of \$1562.98 received from the Director, V.L.A. has been credited to the account of Tadasu YEIRI and the funds frozen pending the establishment of the balance owing under the Agreement of Sale".

Since then the following letter of February 14th, 1946, has been received: "Referring to letter of Dec. 6th, 1944, File No.13387, regarding the property in the Municipality of Matsqui, I would like to know the details concerning the sale of this property.

Although the property was in this persons name, Tadasu Yeiri who is Japan, the Agreement of Sale was settled between us and now it is rightfully mine. Since the title is in Japan and I being a repatriate soon to leave, will look Mr. Yeiri up and will send the title to you so I may collect whatever credit there is from the sale. Therefore I would appreciate it if the details of the sale could be sent to me so I could take it back to Japan.

I trust that till the time I would be able to send my mail from Japan the credit will be in safe keeping in the Custodian's hand.

Hoping to hear from you by return of mail. Shinkatsu KUNIMOTO".

We quote our reply to same: "We received your letter of the 14th February, relative to real property at Matsqui which was registered in the name of Tadasu YEIRI, but under Agreement for Sale to yourself.

We have attached hereto details of the property sale in which you will note that the net proceeds have been transferred to the account of Tadasu YEIRI and frozen there, in view of the fact that you state the property has been fully paid for, but that evidence is lacking to prove same.

When you are in a position to obtain documentary evidence that you have made payment in full for the property and are, therefore, entitled to these funds, have Mr. Tadasu YEIRI supply you with a Deed from his name to yours, as the Title is held at the Land Registry Office at New Westminster.

A document that would be just as satisfactory, would be a Receipt from him acknowledging that you had paid in full, the purchase price of the property, setting out the property description on the Receipt and then having the Receipt notarised.

We trust that we have made this information clear to you. However, if you do not understand what will be necessary, please advise us."

In view of the rents up to July 15th having been collected by the Custodian, viz., \$100.00, a cheque for same was issued to The Director The Veterans' Land Act.

The following Fire Insurance Policy:

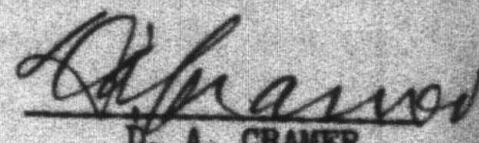
North West Fire Insurance Co., Policy No. 210181 - \$600.00 covering the 1 storey dwelling was transferred to The Director, The Veterans' Land Act, and a credit of \$10.00 was placed to Shinkatsu KUNIMOTO'S account.

Certificate of Title No. 172179-E in the name of The Director, The Veterans' Land Act.

Temporary Summary

February 22nd, 1947.

DAC:JS


D. A. CRAMER.

File No. 13387.

CLAIMS DEPARTMENT

May 16th, 1944.

Shinkatsu KUNIMOTO - Reg. No. 12925

CREDITORS:

NO CLAIMS ON FILE

B

END:DE

Claims closed

16-5-44

D

No claims on wife's file # 4508

13387
E/1444

October 17, 1949.

Messrs. Morrow & Davidson,
Barristers & Solicitors,
3001 - 31st St.,
Vernon, B.C.

Dear Sirs:

Attention. Mr. N.A. Davidson.

Re: Shinkatsu KUNIMOTO

Referring to your letter of October 6th in connection with the above.

The amount shown on J.L. No. 266 was as you indicate, \$1575.98. This amount you will notice, included a credit for unexpired insurance premium of \$10.00. The full premium of the policy concerned was \$12.00, which amount had been charged in our ledgers to Mr. Shinkatsu KUNIMOTO. Other charges also in his account were for Certificate of Encumbrance - \$2.00, and legal fees in connection with the sale of this property - \$15.00, leaving a balance of \$1546.98 as indicated below:

Adjustment on sale of property J.L./266		\$1575.98
Insurance premium	\$ 12.00	
Certificate of Encumbrance	2.00	
Legal Fees	<u>15.00</u>	
		<u>29.00</u>
		<u>\$1546.98</u>

Yours very truly,

F.G. Shears,
Director.

FCS/GM

File No. 13387
Reg. No. 12925

Shinkatsu KUNITOMO

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 January 1	Fire insurance premium Credit re sale of property Land Registry Office - Certificate of Encumbrance	\$ 12.00 1.00	\$ 1,575.98	
1944 May 3 May 25 August 3 November 18 November 21	Storage charges on truck Licence transfer " " Sale of horse Sale of truck Charges re crating	12.00 .75 7.80	3.45 144.12	
1945 March 7	Entries re sale of property reversed and held in Suspense pending settlement of ownership	1,575.98	13.00	
1946 September 25	Cheque to you Proportion of funds re sale of building Yamato Hokal	127.02	7.44	
1947 January 6 May 29	Distribution of funds Yamato Hokal Assn. Cheque to you	30.93	23.49	
		<u>\$1,767.48</u>	<u>\$1,767.48</u>	

Nil

Accounting Department
March 31st, 1948

File No. 4508
Reg. No. 12992

Mrs. Akiho KUNIMOTO

Date	Particulars	Debit	Credit	Balance
1944 August 3	Proceeds Auction Sale	\$	\$ 81.70	
1945 February 12	Proceeds Auction Sale		43.45	
1947 July 29	Owe us to you	<u>125.15</u>	<u>125.15</u>	
		\$ 125.15	\$ 125.15	

Nil

Accounting Department
March 31st, 1948

LIABILITY SUMMARY

Shinkichi UHIMOTO Reg. No. 12923 File No. 13907

The above named Japanese declared on his J.P. Form signed May 3rd, 1943, that he had no Personal or Trade Debts and we can find no evidence of any claims having been filed against him with the exception of the balance owing under an Agreement for Sale which is dealt with on the Real Property Summary.

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

June 19th, 1947.


D. A. CRAMER

MAC:ic

NAME KUNINOTO, Akiko (Mrs. Shinkatsu)

REGISTRATION NO. 12992

FILE NO. 4508

The following chattels were sold by public
auction at Abbotsford, B. C. on May 31, 1944.

Dishes	✓0.25	
Dishes	✓0.25	
Dishes	✓0.30	
Dishes	✓0.40	
Dishes	✓0.25	
✓Dishes	✓0.50	
✓Dishes	✓0.40	
✓Dishes	✓0.25	2.60
✓Dundries and cutlery	✓0.25	K
✓Glass and bowl	✓0.90	K
✓Tray and dishes	✓0.30	K
✓Teapot	✓0.25	
✓Tea pot	✓0.40	
✓Tray and contents	✓0.25	K
✓Platter and plates	✓0.50	
✓Platter and plates	✓0.25	
✓Pictures	✓0.50	
✓Pictures	✓0.25	F
✓Lamps and lantern	✓0.25	
✓Lamps and lantern	✓0.25	F
✓Lamps and cloth	✓0.25	
✓Extension table	✓2.25	F
✓6 Chairs	✓3.00	F
✓Rocker	✓1.50	F
✓Rocker	✓0.35	F
✓6 Chairs	✓12.00	F
✓Round table	✓0.50	F
✓Couch	✓2.00	F
Total		\$ 28.80
Carried Forward		

~~Less Expenses:~~

~~Net Proceeds Credited:~~

~~Members of Custodian Staff Present:~~

~~Exempted from Auctioneering List, No.~~

~~Remarks:~~

marked from Kunitomo
 NAME KUNITOMO, Akiko (Mrs. Shinkatsu) April 11/45

REGISTRATION NO. 12992

FILE NO. 1502

The following chattels were sold by public
 auction at 9 Abbotsford, B. C. on May 31, 1944.

	Brought Forward	
Bundle of forks etc.		\$28.80
Bundle of forks etc.		T 0.50 T
Bundle of axes and hoes		T 0.25 T
Cultivator		T 0.25 T
Buffet		- 1.00 M
Bed and spring		- 8.00 F
Bed and spring		- 18.00 F
Bed and spring		- 3.00 F 21.00
Crib and mattress		- 5.00 F
Wire		- 10.50 F
Bike		- 1.70 M
Rose		- 10.00 SPEC.
Pruner		2.00 MISC.
Pruner		- 2.00
Back saw		- 2.35 T
Plough		- 0.50 T
Long table		- 5.00 M
White dresser		- 1.00 F
Oak wash stand		- 5.00 F
Sink		- 3.00 F
Scuffler		- 3.50 F
Scales		- 8.00 M
Cultivator parts and cable		- 15.00 M
Iron heater (Old)		0.50 M
		- 1.00 F
Total		\$ 135.85
Less Expenses: (Auctioneer's Fee: \$13.58		\$ 54.15
(Advertising: 8.04		
(Moving: 32.53		
Net Proceeds Credited:		\$ 31.70

Members of Custodian Staff Present. Mr. Carlsen

Extracted from Auctioneering List No. Abbotsford 7

Remarks.

NAME KUWIMOTO, Akiko (Mrs. Shinkatsu)

REGISTRATION NO. 12292

FILE NO. 4508

The following chattels were sold by public
auction at Abbotsford, B.C. on January 22 and 29, 1946.
Mrs. Marshall had these goods.

Box of sundries
Paper etc.
Toys etc.
✓ Pictures
Junk
✓ Picture and Hat
✓ Silverware
✓ Silverware
Clothes etc.
Baby clothes etc.
Blanket, Dress shirt etc.
✓ Cloth
Spread etc.
Linen clothes etc.
Hair brush etc.
✓ Fern Duster
✓ Bureau
✓ Clock

\$ 0.50 Misc.
0.25 "
- 0.40 "
- ✓ 1.95 F
0.50 Misc.
- ✓ 1.35 E
- ✓ 1.50 K
- ✓ 0.75 K
0.70 C
0.50 C
0.85 C
- 0.25 C
0.75 C
0.80 C
0.35 Misc.
- 4.00 T
- ✓ 20.00 F
✓ 19.00 F

Total

Less Expenses: (Auctioneer's Fee: \$5.45
(Advertising:
(Moving: 5.50)

Net Proceeds Credited:

\$ 54.40

\$ 10.95

\$ 43.45

Members of Custodian Staff Present.
Extracted from Auctioneering List No.
Remarks. on 6th. 3/2/46

Mr. Moryson

Abbotsford 10.

Name of Claimant **KINIMOTO, Shinkatsu**Case **222 204**Custodian File **13367**

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
					1609.	908.69			908.69	
<u>PERSONAL PROPERTY</u>										
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			
<u>NETS</u>										
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
<u>MISCELLANEOUS CHATTELS</u>										
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			
220.69	177.85	55.35	63.23%	119.51	75.46		120.01			
TOTAL RECOMMENDATION										1097.90

13387

October 25th, 1950.

Mr. Shinkatsu KUNIMOTO,
239 E. Hastings St.,
Vancouver, B. C.

Dear Sir:

Re: Japanese Property Claims Commission

Case No 204

We have received from the Co-Operative Committee on Japanese Canadians, our form of Release which has been executed by yourself covering the award recommended under the above Claims Commission for the sum of ... \$1,037.50.

Cheque in your favour is enclosed for \$ 977.49 and we have paid the Co-Operative Committee .. \$ 60.01 for legal fees as authorized by you.

Yours truly,

FCS/js
1 encl.

F.G. Shears
Director

B R I E F

Notes in Defence

Shinkatsu KUNIMOTO

File No. 13387

Case No. 204

VERNON
April 26, 1948
V.L.A.

Claims:

1. Real Property, being Part 20.424 Acres of the N.W. Quarter, Section 12, Twp 14, as shown and outlined in orange colour on Sketch deposited No. 3158, Municipality of Matsqui in the District of New Westminster.
2. Chattels.

Claim 1:-

Claimant was purchaser of this property under an Agreement for Sale (in Claim file). Title was registered in the name of Tadasu Yuri, an enemy alien residing in Japan.

Claimant says that he paid off the Agreement for Sale in full (See Statutory Declaration in Claim File), but that he has no way of proving it as yet.

Mr. McMaster points out at PP. 5 and 6 that he has agreed with Mr. McTavish that should the Commissioner recommend an adjustment, the money should be paid the Custodian until title in the Claimant is proven to the Custodian's satisfaction.

Please refer at this point to Mr. Cramer's Real Property Summary, wherein the story is clearly set out.

Mr. McTavish submits, p.8, that the real property was sold for its fair market value.

At page 9, under cross-examination by Mr. McTavish, the claimant says that he "does not remember" leasing the property to anyone. It would appear from the file that this property was leased by the Custodian. There is an application by Tarbaj to the Custodian to lease on file. There is no correspondence or documentary indication that claimant had anything to do with the leasing. Claimant may, therefore, be telling the truth. Further the lease was between the Secretary of State and Tarbaj.

It would appear that Mr. McTavish was misled by Mr. Cramer's Real Property Summary, wherein it is stated that the lessor was the claimant.

Aside from the questions of the lease and of the legal ownership, this claim would appear to be a question of valuation.

Appraiser was McKay.

Shinkatsu KUNIMOTO
File No. 13387
Case No. 204

-2-

Claim 2:-

Chattels

Claim amended. See p. 2. Now stands at \$400.00.

See note on Analysis of Personal Property as to possible agencies.
But note that the stuff left with McAskill which is
claimed for was all found and sold at auction.

Mr. McTavish says at page 9 that the personal property is purely a
question of value.

However, the Agency defence might be useful in the case of goods
inventoried but later missing.

FRS/mw

IN THE MATTER OF THE "INQUIRIES ACT."
PART I REVISED STATUTES OF CANADA, 1927, CHAPTER 92
JAPANESE PROPERTY CLAIMS COMMISSION.

BEFORE
(HIS HONOUR, JUDGE J.R. ARCHIBALD, SUB-COMMISSIONER)

10

Vernon, B.C.

April 26, 1948

IN THE MATTER OF THE CLAIM OF
SHINKATSU KUNIMOTO

PROCEEDINGS AT HEARING

20 APPEARANCES:

D.S. McTAVISH, Esq.,

appearing for the
Dominion Government.

R.J. McMASTER, Esq.,

appearing for the
Claimant.

T.J. HARRISON, Esq.,

Secretary to Vernon
Sub-Commission.

MRS. I.C. SMITH,

Official Interpreter.

G. HANLTON, Esq.,

Official Reporter.

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S. Kuminoto
In Chief.

MR. McMASTER: I would like to proceed now with S.

Kuminoto, which was No. 199 on the original list.

THE COMMISSIONER: This will be case No. 204.

SHINKATSU KUMINOTO, the Claimant herein, being
first duly sworn, testified
as follows:

MR. McMASTER: In this case, your honour, I believe that
the credit to the Custodian on the sale of the
vessel should be \$1609.00 and not \$1575.98 as shown
on the claim form.

With regard to the chattel claim, the claim is
for \$400.00 and the credits by the Custodian
should be \$182.60, leaving a net claim on chattels
of \$217.40

DIRECT EXAMINATION BY MR. McMASTER:

Q: Witness, did you instruct Mr. Leckie to prepare
this statement with regard to the real estate that
you are claiming? A: Yes.

Q: Would you be good enough to sign it, please?

A: (Witness complies)

Q: Are the contents of that statement true to the
best of your knowledge and recollection?

A: Yes.

MR. McMASTER: I would ask to file that as Exhibit No. 1.
(STATEMENT MARKED EXHIBIT NO. 1)

MR. McMASTER: On behalf of my learned friend, I file
the Farm Appraisal Report of the Soldier Settlement
Board as the next exhibit.

(APPRAISAL MARKED EXHIBIT NO. 2)

Q: Witness, this property is about a quarter of a mile from Mount Lehman, is that correct?

A: Mount Lehman?

Q: Mount Lehman, where the B.C. Electric Station is.

A: About 1600 feet, something like that.

Q: It is about that far. A: Something like that.

Q: I see.

10 MR. McMASTER: If I might refer to Exhibit No. 1, this is a farm property, 20½ acres altogether, with about 7 acres cleared and planted in various types of small fruits and some asparagus and hops. It was purchased by the claimant in 1932 under agreement for sale for \$3500.00. There were 7 acres cleared, the balance was bush, and it shows there was a house and one addition and a shed and garage on the premises when he purchased it. The claimant states that he cleared about five acres by his own labour and dug a well, and made other improvements to the premises, and shows certain additions that he made to the premises after purchase, and the approximate cost, and he describes the dwelling.

20 He says there were about 24 mixed fruit trees which the appraiser fails to mention. All of them were on the property when he bought and were fruit bearing, and that there was always a surplus over home consumption which he marketed. He then gives some description of the barn. He states that the property

30 is excellently located and the soil is very good for

small fruits. He sold the 1942 crop and some articles and equipment and a horse to a gentleman before he left.

Q: Now, witness, I produce to you a copy of a document. Is that your wife's signature on this document?

A: Yes.

Q: Did she sign that with your authority?

A: Yes.

MR. McMASTER: This, your honour, purports to be a bill
10 of sale of the crop of the claimant to Arnold S. Hansen, and also of certain chattels which appear on an inventory attached thereto.

I ask to file it as the next Exhibit.

(BILL OF SALE MARKED EXHIBIT NO. 3)

Q: Now, witness, I produce to you a copy of an agreement for sale of land of the lands and premises in question. Is that a copy of the agreement that you entered into with Yeiri when you purchased these premises?

A: Yes.

20 Q: And attached to that agreement for sale is a statutory declaration. Is that your signature on that statutory declaration?

A: Yes.

Q: And you took that declaration?

A: Yes.

Q: And also attached is a letter. Is that your signature on the letter?

A: Oh, yes, yes.

MR. McMASTER: This, your honour, is a copy of an agreement for sale dated the 1st of September, 1932 from Tadasu Yeiri to this claimant of the lands and
30 premises in question for \$3500.00, \$500.00 cash and the balance in accordance with the terms of the

agreement. Attached to it is a statutory declaration declared the 29th day of September, 1944, by this claimant in which he recites the fact that he purchased these premises as shown in the agreement and in which he states that the full amount due to the vendor has been paid and that he is entitled to a conveyance, and he also states that the vendor is a resident of Japan, and the deed cannot now be produced from him.

10 Then, also attached, is a letter dated April 17, 1944, from the Claimant to the Custodian's office which recites the history of the property and that he has endeavoured to communicate with the vendor and at that time had not heard from the vendor.

I would ask to file those documents as one Exhibit.

(DOCUMENTS MARKED EXHIBIT NO. 4)

20 Q: Now, witness, since you supplied the Custodian with that letter and statutory declaration, have you heard from the man who sold you the property?

A: I think I have had a letter.

MR. McMASTER: What was that answer?

THE INTERPRETER: He said, "I think I have received a letter."

MR. McMASTER: Q: Have you received a deed from him for this property? Does he know what a deed is?

A: Not yet.

30 MR. McMASTER: In this case, your honour, I have agreed with my learned friend that in the event of the

Commissioner making a recommendation for any payment and a payment being made by the government, that the payment should be made to the Custodian until this matter is cleared up and this man's title is cleared to the satisfaction of the Custodian.

Q: Now, witness, did you instruct Mr. Leckie to prepare this statement with regard to your personal chattels with respect to which you are claiming?

10 A: Yes.

Q: Would you be good enough to sign it, please?

A: (Witness complies)

Q: And in that statement, it refers to a list of chattels, showing details of the approximate date of purchase and the price paid and the condition when he evacuated and the estimated value at the date of evacuation. Did you prepare that list?

A: Yes.

Q: Or have it prepared? A: Yes.

20 Q: And are the values shown in that list for the various items your estimate of the fair market value at the time of your evacuation? That is at the right-hand column.

A: Yes.

Q: And are all the goods and chattels shown in that list your property? A: Yes.

Q: Are the statements contained in that chattel form --

A: There is a mistake. The registration number is not right.

Q: Your registration number isn't right. Your registration No. is 1292A? A: Yes.

Q: Are the statements contained in this personal chattel form and in the inventory attached to it true to the best of your knowledge and recollection?

A: Yes.

MR. McMASTER: I ask to file the statement with the inventory as Exhibit A.

(STATEMENT MARKED EXHIBIT NO. B)

MR. McMASTER: Perhaps my learned friend would be good enough to admit that all of the chattels of this claimant which were left in the care of Mr. McCaskell were handed by Mr. McCaskell to the Custodian.

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MR. McTAVISH: I will have to check on that, your honour, and answer in a moment.

MR. McMASTER: With the exception of a sewing machine which is not claimed for and which was shipped to the claimant or his wife.

MR. McTAVISH: That would appear to be correct, from the file, your honour, with the exception of some books.

MR. McMASTER: There is no claim for those, so it doesn't affect it.

20

I file on behalf of my learned friend the Analysis of Personal Property Claim by the Custodian as the next exhibit. On the copy of the analysis which he was good enough to hand to me, Mr. Lockie has made certain pencil markings, indicating by a circle round the figures put in by the Custodian items that were sold by the Custodian, but that are not now being claimed for, and the total of those items is just \$7.65, which comes off the total of \$190.25. I would suggest that I file my copy of

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the analysis with the Secretary, and he might be good enough to mark up the copy filed as the exhibit, and also my friend's copy.

Your witness.

10 MR. McTAVISH: Your honour, it is submitted that the real property was sold for its fair market value. It is submitted that the personal property sold was sold for its fair market value. It is submitted that the prices claimed by the claimant for the personal property are exorbitant. It is submitted that some items of personal property were fixtures and were sold to the purchaser of the real property and were part of the consideration for the sale of the real property. It is further submitted that the personal property claimed for was left by the claimant in the custody of someone appointed by the claimant, and the Custodian can only be held responsible for when he assumed control.

20 I would ask my friend to admit the assessed value of the real property.

MR. McMASTER: As of what date?

MR. McTAVISH: As of 1943. The land was assessed at \$572.00, the improvements at \$1600.00.

MR. McMASTER: That appears to be correct.

CROSS EXAMINATION BY MR. McTAVISH:

Q: Before you left your farm, did you lease that farm to someone else?

30 A: He says he didn't lease the place, but he only

sold the crops.

Q: You didn't lease the property to Mike Tarbaj?

THE INTERPRETER: Would you repeat that?

MR. McTAVISH: Q: You didn't lease the property to Mike
Tarbaj? A: I don't remember leasing it
to him.

MR. McTAVISH: Your honour, with regard to the personal
property, I would just like to go through a few
items. The claimant claims for 250 pound platform
scales an estimated value of \$20.00. It was sold
at auction at \$10.00. Kitchen table he values at
\$2.50, and it was sold at auction for \$1.00. A
galvanized sink which was valued at \$5.50 was sold
at auction for \$3.50. Six dining room chairs which
were valued at \$16.80 were sold at auction for
\$12.00. A dining room table valued at \$10.50 was
sold at auction at \$2.25. One heater stove which
was valued at \$2.50 was sold at auction for \$1.00.
Two beds complete with mattresses which were valued
at \$22.90 were sold at auction at \$21.00. One bed
complete and one bed spring which the claimant
values at \$15.15 were sold at auction for \$5.00.
One bicycle which the claimant values at \$15.00
was sold at auction at \$10.00.

That is all, your honour, I think it is purely
a question of value in both cases.

MR. McMASTER: No questions, your honour.

THE COMMISSIONER: Very good. That is all.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

S. Kuminoto

I hereby certify the foregoing transcript to
be a true and accurate report of the proceed-
ings herein.

Cordon Hambleton
C. Hambleton
Official Reporter

I hereby certify that the foregoing transcript
purports to be an accurate record of the
evidence adduced before me.

"J.R. Archibald"
Sub-Commissioner.

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