

13862

EVACUATION SECTION

JAN 31 1944

FILE No. 5162

Rec'd.

File No.

Ans.

OFFICE OF THE CUSTOMS
JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: Izumi Kadanaga
HOME ADDRESS: % Mr. A. Locatelli, Cochrane Alta
REGISTRATION NUMBER 10663 SEX: Male AGE: 34
OCCUPATION: Bus worker

(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. A. LocatelliMARRIED? YesNAME OF WIFE OR HUSBAND: Mitsuko KadanagaADDRESS OF WIFE OR HUSBAND: Cochrane AltaNAMES OF ANY LIVING CHILDREN: Hisashi, Reiji, YukoADDRESS OF CHILDREN: Cochrane AltaAGE OF CHILDREN: 6, 4, 3

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

1. LOCATION AND DESCRIPTION: Block (2) of the North West Section Twenty-seven (27) Township Seventeen (17) containing 9.5 acres more or less.

2. BUILDINGS AND OTHER IMPROVEMENTS: House, wood shed, Rest house, Packing house (2)

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

4. TAXES (Amount and where payable): 1941 tax \$14.56, Mission City B.C.

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

6. OCCUPANCY AND LEASES (If vacant so state)

EXHIBIT No.

594-7

DATE

Aug 19/48

FILED BY

A. H. H. H.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS:

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST:

9. IF FARM LAND STATE CROPS SOWN

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

2. LANDLORD'S NAME AND ADDRESS:

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

4. STATE WHEREABOUTS OF LEASE:

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

2 Cultivators, 6 mules, 3 horses, 1 horse, 2 heavy charrs, 2 pulleys, 1 horse, 3 harnesses, 4 stoves, 5 mirrors, 4 new barrels, 1 car, 4 chairs, 1 pack, 4 forks, 1 axe, 6 chains, 5 chains, 2 new chairs, 1 table, 4 new chairs, 23 the heavy ones, can of glass jars of mason

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

1 mare, 2 colts, 3 horses, 1 horse, 3 harnesses, 2 harnesses, 2 pulleys, 1 horse, 3 harnesses, 4 stoves, 3 mirrors, 1 car, 4 chairs, 1 pack, 4 forks, 1 axe, 6 chains, 5 chains, 2 new chairs, 1 table, 4 new chairs, 23 the heavy ones

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

1 table, 4 new chairs, 23 the heavy ones

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 24 day of January 1942

(Signature)

S. Katonaga
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date

Sept 18/43
Aug. 12/43

ar File No. 13862

ull Name KADONAGA Taisichi (Mr)
(Surname in Block Letters)

Registration No. 10663

Male - Female
(check)

Age

Sept 24/1909

Former Address

Steele Falls

Date Evacuated

Apr. 24/42

Naturalized - Canadian-Born - National
(check)

Present Address

% A. Locatelli, Coalhurst, Alberta

Married - Single
(check)

Name of Wife ^{nee} OYAMA, Miyoko #10670

Name of Husband

#1259

Name of Mother KADONAGA, Taya #13095

Name of Father KADONAGA, Sato #13101

Names of Children under 16

Hisashi (M) Aug 20/37 : Reiji (M) Mar. 11/39

Yuko (F) Oct. 15/40

Requested by

J. Smith

Registered with Custodian

(Yes or No)

Additional Information

millhand

Owner of house & 10 acres

at Mission, B.C.

40/9

BC 243-P
BC 2158-B

BC/243-P
BC/2158-B

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

Farm Appraisal Report

Land Description Lot 2 of NW $\frac{1}{4}$ Sec.27, Tp.17, N.W.D.

File No. JL 171

Owner's Name KADONAGA, Toyoichi Containing 9.65 Acres

Post Office Address Mission, B.C.

Nearest Rail Point Mission

Market Town " Distance 2 miles

Church (give denomination) Mission, all denominations Distance 2 miles

Nearest School Ferndale Distance 2 miles

State how property was identified: Roads, crops, tenant. Distance 1 $\frac{1}{2}$ miles

Roads: State whether property has access to main road, the kind of road and its condition.
On side road which serves this and one other property. It is well gravelled and close to Dewdney Trunk (10 chs.) but a handicap.

Is this district a good one? Only when berry prices are good.

Employment opportunity Seasonal berry work. Woods and mills for a few about 8 miles away.

Predominating Nationality and religion: British, Protestant, many Jap holdings.

Describe Fencing and its condition: No fences.

Water supply: Well Value \$

Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE 1 st.	16 x 24x10	frame	12'eave	shk.	10	wood	good	300.00
Lean-to	11 x 24x10	"	10' "	"	10	"	"	
Shed att'd.	12 x 24x7	"	6' "	"	8	"	"	
BARN	x	"	7' "	"	8	"	fair	25.00
Pack. House	16 x 30x11	"	8' "	"	10	"	good	150.00
GRANARY	x	"	7' "	"	5	"	good	10.00
Pack. Shed	12 x 20x8	(roof, posts)	7' "	"	5	"	good	35.00
Shed garage	14 x 24x9	frame	7' "	"	5	"	good	
	x	There is also a valueless packing shed at foot of place.						
	x							

Total present day value \$ 520.00

Total Value Buildings add to farm

Is dwelling habitable without repairs? Yes.

Describe repairs needed to make buildings serviceable and give approximate cost of same.

\$ 350.00

EXHIBIT No. 594-4
DATE Aug 19/48
FILED BY L. A. Rose

Describe the basement and chimneys: Metal chimney, no basement.

No. rooms downstairs? 3 Upstairs? nil How finished Shiplap, kitchen not lined.

Are buildings painted? No. Condition of paint -

Distance from nearest bush 80'.

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

Cultivated Land

BC/243-P
BC/2158-B

ACRES	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
4.96	undulating	6" l.l.	lt. cl a y	berries, rhubarb good	50.00	248.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNULATING, 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, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
4.69	gently undulating	6" l.l.	lt. clay	clear light bush	125.00	20.00
Area Unsuited for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	

Light 10 chains away.

Total value of Land \$ 341.80

Total added by buildings to value of farm \$ 350.00

Total fruit trees add to value of farm (for use in orchard districts only) \$ 40.00

Total value of farm \$ 731.80

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Continuously occupied. Well tilled. Land fairly new and appears in good heart.

~~What is the average price per acre of this farm?~~

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

Noxious weeds: A small amount of couch.

~~State any special features recommended for this property.~~

~~How much has been paid for water, drainage, or other improvements on the farm?~~

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Mission, \$14.56.

Date: May 29, 1922.
Place: Chilliwack, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 28th day of May, 1922.

Inspector's Signature

"R.L. RAMSAY"

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

Farm Appraisal Report

Remarks: Very decent little place. General location is good, but it is at the end of a road which serves this and one other property so it is somewhat isolated though not far from main road. It is on late bench and does not catch the early prices. It also has a very slight northern exposure.

Buildings are quite decent being comparatively new with excellent shake roofs throughout. House is somewhat elementary and is not all finished inside.

Soil is average for district and appears in good heart.

The cleared acreage is all in cultivation and has 1 ac. tr. canes about $\frac{1}{2}$ ac. rasps, just over $\frac{1}{2}$ ac. rhubarb, nicely over 2 acs. straws. There is about $\frac{1}{2}$ ac. in clove n cultivation.

(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

16 yrld. trees, 24 mixed trees 1 - 8 years

\$

old. Very fair.

\$

40.00

\$

\$

\$

\$

\$

\$

\$

Total \$ 40.00

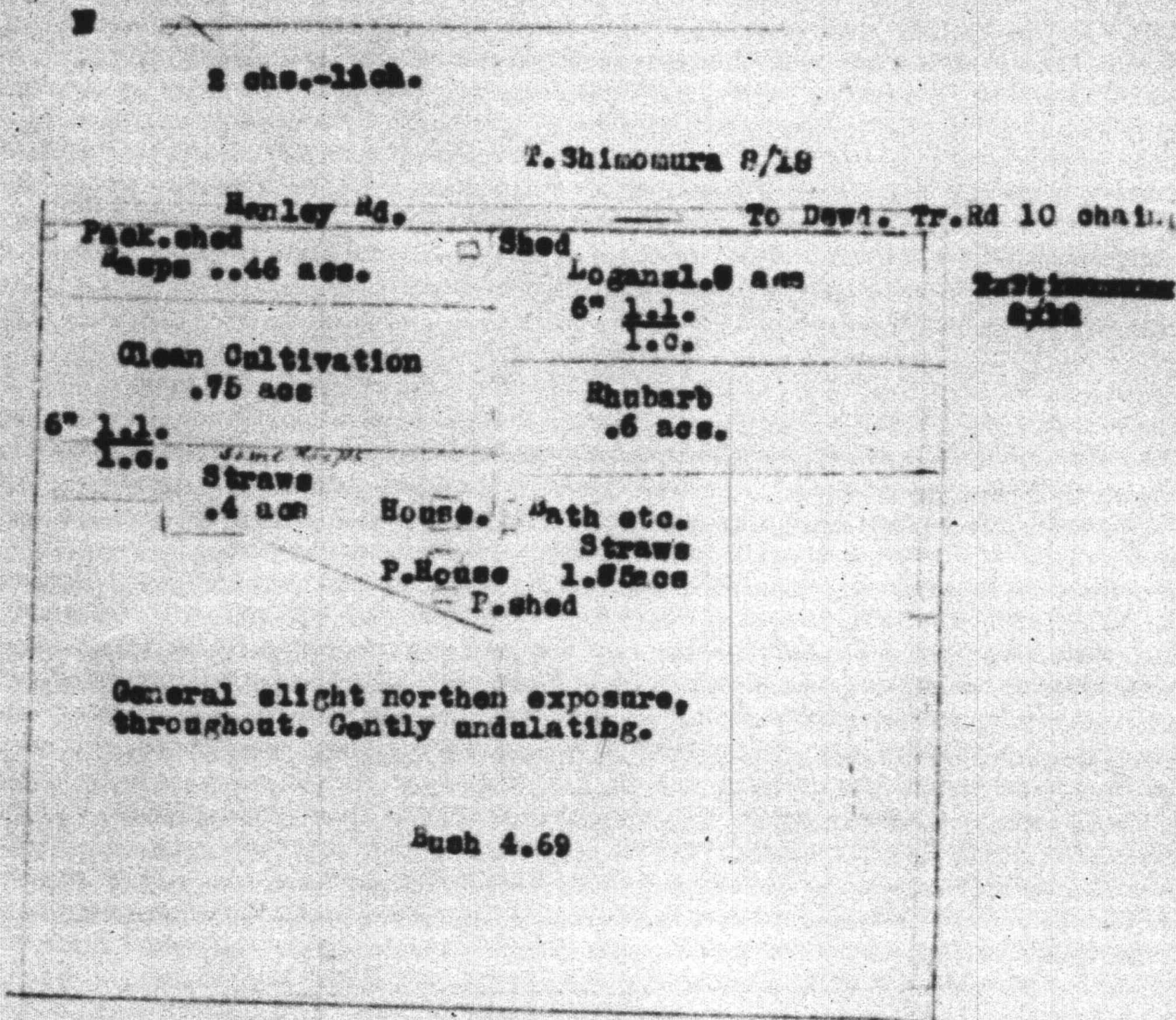
Amount fruit trees add to value of farm \$

Toyochi KANEHARA

8/19

Diagram of Property

Lot 2 of NW. 1/4, Sec 27, Tp. 17, N.W.D.



M. Salomon 9/1

Following careful review of this appraisal report, it is my opinion that the present value is \$ 750.00

Date 1st June, 1942.

"I.T. BARNET"
District Superintendent.

NAME KADONAGA, Toyochi

REGISTRATION NO. 10663

FILE NO. 13862

The following chattels were sold by public
auction at Mission, B. C. on March 1, 1944.

1 Grib	\$ 2.00
5 Windows	3.50
5 Chairs	5.00
1 5-gal. oil can	.45
Tables (h.m.)	5.00
1 Spike tooth cultivator	4.50
3 Wedges	1.50
2 High chairs	1.50
1 Harrow	1.75
Quantity chain	6.50
Quantity cable	2.50
3 Springboard irons	.30
2 Pulley blocks	6.00
2 Peeves	3.20
4 Saw handles	1.00
Berry wire	1.25
1 Box heater	4.75
1 Cupboard	2.75
Garden tools	8.90

Total:	(Auctioneer's Fee: \$ 6.23	\$ 62.35
	(Advertising: 1.09	
Less Expenses:	(Moving: 12.25	\$ 20.93
	(Rent: 1.36	
Net Proceeds Credited:		\$ 41.42

Members of Custodian Staff Present.

Mr. Ure

Extracted from Auctioneering list No.

Mission 8.

Remarks.

CHATTEL SCHEDULE

File No. 4459

Name: KADONAGA, Sato -

Reg.No.13101

Lessed to L.Lutz April 17, 1942	Inventoried May 6, 1942	Auctioned March 1, 1942
2 cultivators	x	1 (1 sold by appraisal)
7 hoes		Sold grouped
3 peavees		2
4 stoves	1	1 - sold by appraisal
6 axes		Sold grouped
5 wedges		3
4 saw handles		x
3 hammers		Sold grouped
can		x
4 shovels		Sold grouped
pick		Sold grouped
3 mattocks		Sold grouped
4 forks		Sold grouped
scale	x	(Sold by appraisal)
4 chairs		x
heater	x	x
2 crow bars		Sold grouped
table	x	x
5 chairs	4	5
2 baby chairs	x	x
3 cables		x
berrywire		x
2 pulleys		x
harrow	x	x
gramophone		(Owned by tenant)
sprayer		(Owned by tenant)
bed		(Owned by tenant)
crib		x
plow		(Owned by tenant)
wheelbarrow		(Abandoned - not worth handling)
sewing machine		(c/o H. T. Barnett. The machine was shipped to the owner by Mr. Barnett.)
		5 windows
		3 springboard irons
		cupboard

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

February 23, 1946
WEA:EH

.....*W.E. Lamm*.....

MEMORANDUM

File No. 13862

July 26th, 1944

TO: FILE

FROM: W. J. Iverson

Re: KADONAGA, Toyochi
Reg. No. 10663

The chattels on this file are accounted for by sales
at auction and by goods sold to the tenant.

The file may therefore be closed insofar as chattels
are concerned.

WJI/MHG

W. J. Iverson.

REAL PROPERTY SUMMARY

JAPANESE NAME: Toyochi KADONAGA Reg. No. 10663 File No. 13862.

CATALOGUE NO: Sold by Special Arrangement, S.S.B. BC/243-P. First Offer.

PROPERTY ADDRESS: R. R. No. 1, Mission, B. C.

LEGAL DESCRIPTION: Lot 2 of the North West quarter of Section 27, Township 17, Map 679, Municipality of Mission, D. N. W.

TITLE: Registered in the name of Toyochi KADONAGA.

ENCUMBRANCES: None registered. No indication of any unregistered charges.
Vesting Order No. 25135, dated December 11th, 1942.

ASSESSED VALUE: Land - \$380.00
Improvements - \$300.00 - \$680.00. Taxes - \$14.56.

CLASSIFICATION: This is a small fruit farm, dwelling and out-buildings, with an area of 9.5 acres - 5 of which are planted to strawberries, raspberries and some rhubarb, balance bush land.
1 - 2 storey 6 room frame house, 1 rhubarb house, 1 barn, 1 woodshed, 1 shack.

HISTORY OF ADMINISTRATION: This property appears to have been leased by Toyochi KADONAGA to his Father, Sato KADONAGA - File No. 4459. There is no evidence on file as to terms and consideration of said lease, but Sato KADONAGA sub-let this property of Louis Lutz, dated 16th April, 1942, for the term of 10 months from April 1st, 1942, with option to extend lease for 1943. Arrangements to be made with the Pacific Co-Operative Union. Consideration - \$350.00 paid, House and buildings included. *TO SATO KADONAGA.*
Lease to Lutz was extended by Collateral Agreement to 30th September, 1943 - consideration \$75.00, payable 31st August, 1943.
Lease and Collateral Agreement handed to S.S.B., 22nd July, 1943.

SOLD: To The Director, The Veterans' Land Act for \$718.00, as at January 1st, 1943.
Approval of Advisory Committee - 1st June, 1943.

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

Funds released to the credit of Toyochi KADONAGA as at May 9th, 1944, against which were charges for Registration Fees - \$3.00, Legal Fees - \$15.00 and Tax arrears - \$16.66 = \$34.66, leaving

leaving

Page 2.

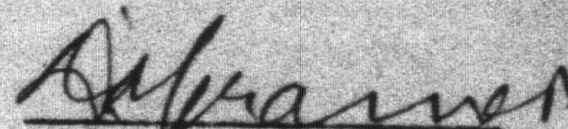
File 13862.

a net credit of \$683.34 from said transaction.

Certificate of Title No. 169478-E in the name of The Director,
The Veterans' Land Act.

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

November 24th, 1945.


D.A. CRAMER

DAC:JS

FIRE INSURANCE SUMMARY

File No. 13862

29th November, 1945

Re: KADONAGA, Toyochi - Reg.No. 10663

This file reveals no Fire Insurance interest.

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

Dated: Nov. 29/45
WEA:EH

W.E. Quinn

LIABILITY SUMMARY

File No. 13862

28th November, 1945

Re: KADONAGA, Toyoichi - Reg.No.10663

This file reveals no liabilities against
the above Japanese.

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

Dated: Nov.29th, 1945
WEA:EM

W.E. Ransom

PERSONAL PROPERTY SUMMARY

File No. 13862

23rd February, 1946

Re: KADONAGA, Toyoichi - Reg.No.10663

The only Personal Property declared or shown on this file was Chattels. These were all left in the care of L. Lutz of Mission, B. C. by the father of the above Japanese. The chattels were liquidated by the Custodian, the net proceeds from the auction sale being \$41.42 and from goods sold by appraisal to L. Lutz being \$35.82, totalling \$77.24. This amount was credited to this account, however, as the father declared that the chattels belonged to him we wrote both of them for a statement as to who was entitled to the proceeds. On February 16, 1946, Toyoichi KADONAGA stated that they actually belonged to the father (File #4459) and they were therefore transferred to that account.

Everything seems to be accounted for and liquidated.

This file reveals no other Personal Property assets.

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

February 23, 1946
WEA:EH

W.E. Cameron

File No. 13862

Property: Toyochi KADONAGA.

Lessee: Louis Lutz.

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

PAYMENT ORDER.

To *Pacific Co-op Union*

Address *mission B.C.*

I HEREBY ASSIGN AND TRANSFER TO THE CUSTODIAN the sum of *\$75.00*

Seventy five /100 Dollars out of monies now due and
accruing due or that at any time hereafter may be due in respect to the

proceeds of: *Berry shipments*

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

IN WITNESS WHEREOF I have hereunto set my hand
and seal this *24* day of *June*, 1943.

SIGNED, SEALED, and DELIVERED
IN THE PRESENCE OF

Signature: *R.M. Anderson*

Address:

Louis Lutz

ACKNOWLEDGMENT

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

Signature

OK

This Agreement, made in duplicate this **Fourth**day of **April** in the year of Our Lord one thousand nine hundred and **thirty-three**

BETWEEN

594 - 2

EXHIBIT No.

Aug. 19/48

DATE

FILED BY

W.E. HuckvaleName,
Address, and
Occupation
of Parties**NABEL V. PRACOCK**
P.O. Box 6,
Mission City, B.C.
House Wifehereinafter called the "Vendor" of the one part
AND**ROYUICHI KADONAGA**
R. R. #1,
Mission City, B.C.
Farmer

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands 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

Legal Sub-Div Part W $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 27, Tp. 17.
Blk. 2, 10 acres (more or less) Map 679.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum
of **Three Hundred** _____ Dollars (\$.....)

of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned,
that is to say: the sum of **Fifty** _____ Dollars
on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and
acknowledge), and the balance payable as follows:

Remaining two Hundred fifty dollars to be paid in five years,
twenty five-dollars semi-annually begining from 1st day of
April 1934.

TOGETHER with interest on the balance from time to time owing under this Agreement at the
rate of **seven** _____ per cent. per annum, payable **at the time**
when respective principal is due semiannually.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will 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 herewith 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 DOTH 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 prepay the whole or any part 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:

Toyochi Kodonaga
R. R. #1, Mission City, B. C.

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
in the Presence of:

Signature of Witness "Kiyoshi Nakai"
City or Town 134 Powell St.,
Street Address Vancouver, B. C.
Occupation Broker

"Mabel V. Peacock"

"Toyochi Kadonaga"

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I, Kiyoshi Nakai
of Vancouver

of the City
in the Province of British Columbia,

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by Mrs. M. V. Peacock
and Toyochi Kadonaga the parties thereto, for the purposes named therein.
2. The said instrument was executed at Mission City
3. I know the said party, and that he is of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City, B.C.
in the Province of British Columbia, this 4th
day of April 1933

"John A. Catherwood"

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

"Kiyoshi Nakai"

FOR MAKER

I HEREBY CERTIFY that, on the
Mission City

4th

day of April 1933, at

in the Province of British Columbia,

(whose identity has been proved by the evidence on

), who is personally known to me, appeared

oath of Mabel V. Peacock
before me and acknowledged to me that
the maker thereof, and whose name
contents thereof, and that she
years.

she is the person mentioned in the annexed instrument as
she subscribed thereto as part y, that she knows the
executed the same voluntarily, and she is of the full age of twenty-one

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at Mission City in the Province of
British Columbia, this 4th day of April
in the year of our Lord one thousand nine hundred and thirty-three.

"John A. Catherwood"

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.

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____ in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____) who is personally known to me, and that he is the person of the said _____ and affixed the seal of the _____ to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ 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.

Agreement
FOR SALE OF LAND

THE WILLSON STATIONERY CO. LTD., VANCOUVER, B. C.

TOYOICHI KADONAGA

AND

MABEL V. PEACOCK

Dated April 4th 19 33

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____ in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____) who is personally known to me, appeared before me and acknowledged to me that he is the 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, and that he, the said _____, and subscribed the name of the said _____ as the free act and deed of the said _____ 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 _____

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.

CANADA
PROVINCE OF BRITISH COLUMBIA

To wit:

I, _____ of the _____ in the Province of British Columbia, this _____ day of _____ A.D. 19____, DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the above acknowledgment.

2. At the time of the execution of the annexed 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.

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

Dated: October 13, 1948.

E. J. [Signature]

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

THIS INDENTURE, made the Ninth day of January in the year of Our Lord one thousand nine hundred and thirty-six in pursuance of the "Short Form of Deeds Act,".

BETWEEN MABEL V. PEACOCK of Mission City in the Province of British Columbia, Housewife,
(hereinafter called "the said Grantor")
of the one part

AND

TOYOICHI MADONAGA of the above named place, Farmer.
(hereinafter called "the said Grantee")
of the other part

WITNESSETH, that in consideration of the sum ofTHREE HUNDRED.... Dollars (\$300.00) 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 DOETH 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 District of New Westminster and Province of British Columbia and more particularly known and described as Block Two (2) of Legal Subdivision of Part of the West half of the North West Quarter of Section Twenty-seven (27) Township Seventeen (17) Map 679, Municipality of Mission, containing Ten (10) acres, more or less.

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 him 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.

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 incumbrances.

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 HIS CLAIMS upon the said lands.

AND it is further agreed that the words in this indenture which import the singular number shall be read and construed as applied to each and every Grantor or Grantee, male or female, and to his or her heirs, executors, administrators and assigns, and in the case of a corporation, to such corporation and its successors and assigns, and that in case of more than one Grantor the said covenants, provisoes, conditions and agreements shall be construed and held to be several as well as joint.

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

SIGNED, SEALED AND DELIVERED
in the presence of

"E.A.B. Catherwood"
Mission City, B.C.
Stenographer.

"M.V. Peacock"

AFFIDAVIT FOR WITNESS

To Wit:

E.A.B. Catherwood, of the of Mission City, in the Province of British Columbia, make oath and say:-

1. I was personally present and did see the within instrument duly signed and executed by Mabel V. Peacock the party thereto, for the purpose named therein.
2. The said instrument was executed at Mission City
3. I know the said party, and that she is of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City
in the Province of British Columbia,
this 9th day of January, 1936.

"E.A.B. Catherwood"

(SEAL)

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

Date: October 13, 1948.

11

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

DATED JANUARY 9th 1946

FROM

MABEL E. PEACOCK

TO

TOYOICHI KADONAGA

DEED OF LAND
(Conveyance)

DESCRIPTION

Block 2 of L. S. Part W. 1
S.W. 1/4 Sec. 27. Tp. 17 Map 679
Municipality of Mission.

Extract from Lease No.

Files Nos. 4459 & 13862.

Lessor: Sato KADONAGA.

Lessee: Louis LUTZ.

Date: 16th April, 1942.

Term: 10 months from 1st April, 1942, with option to extend lease for 1943, arrangements to be made with P.C.U.

Consideration: \$350.00, paid.

Property:

Land: Block 2 of N.W. Section 27 Township 17 containing 9.5 acres more or less. Municipality of Mission, N.W.D.

House: Included, also buildings.

Chattels: Live stock and farm implements.

trans by son files 2021 & leased by son to father

*Lease extended by Collateral Agreement to
30th Sept, 1943. \$75.00 payable 31st Aug, 1943.*

Lease & Collateral Agreement Re-leased to S.S.A. 20/7/42.

Canada

J.L. No. 171

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

File No. 13862

Reg. No. 10663

506 Royal Bank Building,
Vancouver, B. C.

Mr. Toyochi KADONAGA,
c/o A. Leontelli,
Calmar, Alberta.

MAY 16 1944

Dear Sir:

Re: Lot 2 of the North West quarter of Section 27,
Township 17, Map 679, District of New Westminster,
C. of B. 50765.

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	\$ 718.00
Add:	
Unexpired insurance premium as at January 1st, 1943	\$ 718.00
Less:	
Tax arrears to December 31st, 1942	\$ 16.66
Registration fee	3.00
Encumbrance—Principal	
—Interest	
Net proceeds of sale	\$ 19.66
	\$ 698.34

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		Debit	Credit	Balance
Jan. 1	Credit re Sale of Property		\$698.34	
	Land Registry Office C. of E.	1.00		

1944		Debit	Credit	Balance
Mar. 13	Sale of Chattels to Tenant		35.82	
28	Proceeds Auction Sale		41.42	
		\$1.00	\$775.58	

DR \$774.58

13862

REGISTERED

25th February, 1946.

Mr. Teyoichi KADONAGA,
Registration No. 10663,
Barwell, Alberta.

Dear Sir:

Your file has now been reviewed and we take this opportunity of giving you a brief summary of our administration of your affairs at this office.

You did not register with this office until the 24th January, 1943, but your father prior to his evacuation, did so on your behalf, stating he was leasing property registered in your name from you. He did not state what consideration he was paying for the leasing of the property, but we note that he sub-leased it and collected the rentals for that year.

No revenue accrued to your account at this office from this property, as it was sold in accordance with the policy of liquidation decided upon by the Canadian Government. Full details of the property sale were sent to you on the 16th May, 1944, at which time you were informed that the proceeds were credited to your account. Legal fees amounting to \$15.00 in connection with the conveyance of the property were, however, later charged to your account. The net proceeds were forwarded to you on the 13th December, 1945, in accordance with your request for funds.

You declared a quantity of chattels being left on the property at Mission. As these were also declared to be owned by your father, the matter of actual ownership was referred to you. We note in your letter of the 16th February, 1946, that they belonged to your father, and we have accordingly transferred the proceeds derived from their sale to your father's account at this office.

It would appear that the Custodian has accounted for all the property of every kind left by you in the Protected Area which vested in the Custodian and in order that you may confirm this, we are enclosing a stamped addressed envelope for your convenience in replying.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA
Encl.

Barnwell,
Alberta.

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

EVACUATION SECTION	
Date'd	MAR 18 1946
File No.	13862
Ans.	659
Referred	W. H. H. H. H.

Dear Sir,

I am replying you of your letter of February 25th in which you requested me to confirm you of all my property of every kind left by me in the protected area which vested in the Custodian. You stated that all my property now appears to be accounted with the Custodian.

I am satisfied with it and acknowledging you faithfully for all the administration of my affairs at your office.

As you have requested I am only dropping you a line to confirm you of my order and acknowledging you.

Yours Truly
(Mr) Joseph H. H. H.

13862

17th April, 1948.

REGISTERED

Mr. Teyoichi MADONAGA,
Registration No. 10683,
Barnwell, Alberta.

Dear Sir:

Re: Lot 2, NW¹/₄, Sec. 27, Tp. 17, Map 679,
Mission, D.M.W.

For your information we are enclosing herewith copy of
the Soldier Settlement Board Appraisal of real property which was
sold by the Custodian, in regard to which you have filed a claim
with the Commissioner.

Yours truly,

Office of the Custodian.

HA
Encl.

Name of Claimant KADONAGA, Toyoichi

Case 594

Custodian File 13862

REAL PROPERTY										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices: % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
					718.00	430.42				430.42
PERSONAL PROPERTY										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price
MISCELLANEOUS CHATELS										
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			
17.50	14.75		84.28	7.50		17.00				
		4.42			6.32		2.04	12.78		
TOTAL RECOMMENDATION										443.20

13862

October 9, 1950.

Mr. Toyochi KADONAGA,
Barnwell, Alberta.

Dear Sir:

Re: Japanese Property Claims Commission
Case 794

We have received from the Co-Operative Committee on Japanese Canadians, Release executed by yourself covering the award recommended under the above Commission, for the sum of \$443.20.

Cheque for \$417.56 is enclosed herein, and the sum of \$25.64 has been paid to the Co-Operative Committee on Japanese Canadians for legal fees as authorized.

Yours truly,

F. G. Shears,
Director.

FOS/GH
1 encl.

Defence Brief
Toyoichi KADONAGA
File No. 13862
Case No. 594

LETHBRIDGE
19 August 1948
V.L.A.
Sheet A 3-3

REAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 1

Lot 2 of Sect 27, Township 17, Map 679

<u>Claim</u>	<u>Appraised at</u>	<u>Sale Price</u>
\$2441.	\$731.80	\$718.

Witness - Appraiser, R.L. Ramsay

Appraiser (Ramsay) reports - House 10 years old, no basement. Land well tilled, fairly new, and appears in good heart.

Appraiser (~~Ramsay~~) reports - Very decent little place, buildings comparatively new. House not all finished inside. Fruit trees value \$40.

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

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 2

Household Goods & Farm Equipment

<u>Claim</u>	<u>Sold for</u>
\$122.	\$ 31.75

Claimant stated that he left his farm and the chattels that he is claiming for in the possession of his father, his chattels were left in the house and the key given to tenant, Louis LUTZ, and he gave the tenant permission to use the Spraying Machine. P.C.

(a)	Goods value	\$17.50	Sold by Auction for \$14.75
(b)	"	30.00	Sold by Tender for \$17.00
(c)	"	7.00	Left with Tenant.
(d)	"	7.50	No account (theft)
(e)	"	60.00	No record at any time.
		<u>\$122.00</u>	

The Gramophone and Records were not declared by claimant and were never found.

It is submitted that the chattels sold by the Custodian were sold at their fair market value and that the other chattels being claimed for were not declared by claimant but were turned over by claimant to a person other than the Custodian and the Custodian is not responsible for same, and if the Custodian is responsible then the claim made is exorbitant.

Summary of Defence Witnesses

R. L. Ramsay
J. H. Harkiss
Mr. Ure

Where required

1 Appraiser
2 (a) Auctioneer
2 (a) Staff

BMP/mw

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

10

Lethbridge, Alberta,
August 19th, 1948.

IN THE MATTER OF THE CLAIM OF
TOYOICHI KADONAGA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

appearing for the
Dominion Government.

W.E. HUCKVALE, Esq.,

appearing for the
claimant.

MISS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30

2
T. Kadenaga,
In Chief.

THE SECRETARY: Case No. 594, Teyoichi Kadenaga.

TOYOICHI KADONAGA, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q You claim with respect to some farm land in
British Columbia, Mr. Kadenaga?

A Yes.

10 Q And that land is described as Lot 2 of the North-
west Quarter of Section 27, Township 17, Map 679,
in the District of New Westminster?

A Yes.

Q Now with respect to that farmland, would you take
a look at this form (indicating), please?

A Yes.

Q Have you read that over or had it read over to you?

A Yes.

Q Have you signed it?

A: Yes.

20 Q And are the particulars given in it true and
correct to the best of your knowledge, information
and belief?

A: Yes.

MR. HUCKVALE: I will tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Q Now you tell us in that form that you
bought the land in 1936?

A Yes.

Q But actually you were on there before '36, weren't
you?

A: No, it

30 was bush before I cleared it or before I bought
it and I cleared it in 1936.

T. Kadonaga,
In Chief.

Q I show you that agreement of sale (indicating)
dated the 4th of April, 1933, between you and
Mabel Peacock, whereby you agreed to pay \$500.00
for the land. That is dated 1933, that agreement,
and is that the agreement under which you bought
this land?

A Yes.

MR. HUCKVALE: I will tender that agreement, sir.

(AGREEMENT MARKED EXHIBIT NO. 2).

10 MR. HUCKVALE: Q: And then on the 9th of January, 1936,
did you get this deed from Mabel Peacock (indicating)?

A Yes.

MR. HUCKVALE: I will tender that, sir.

(DEED MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q: Now you tell us, Mr. Kadonaga, that
you get six tons per acre for strawberries and
three tons per acre from raspberries, is that
right?

A: Yes.

Q Is that a good crop on anybody's land?

20 A Yes.

Q And is it also a good crop of raspberries?

A Yes.

Q Would poor land produce crops as large as that?

A If it is poor soil you wouldn't get such a good
crop, but in order to get a good crop you could
work the land to improve it.

Q Did you ever finish the house on this particular
property?

A: No, it
wasn't finished.

30 Q What remained to be done?

4

T. Kadenaga,
In Chief.

A It remained for the siding to be put on the outside and the interior also had to be finished properly.

MR. HUCKVALE: Would my friend file on behalf of the Crown the real property appraisal?

(APPRAISE REPORT MARKED EXHIBIT NO. 4).

MR. HUCKVALE: Q: Did your crops mature early or late on this land?
A: It was on the late side.

10 Q On the late side? A: Yes.

Q Now you also claimed for some chattels, Mr. Kadenaga, is that right?

A Yes.

Q I want you to look at this form, if you will (indicating)?
A: Yes.

Q Have you signed that? A: Yes.

Q And read it over?

A Yes, I had it read to me.

Q And are the particulars contained in it true and correct?
20 A: Yes.

MR. HUCKVALE: I tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 5).

MR. HUCKVALE: If my learned friend would file on behalf of the Crown the analysis which he did give me in this case.

MR. RICE: In every case that he has asked for one, too.
(ANALYSIS MARKED EXHIBIT NO. 6).

MR. HUCKVALE: Q: You claim ten dollars for a gramophone, Mr. Kadenaga?
A: Yes.

30 Q Did the tenant on this property have any interest

whatever in that gramophone?

A No, he had no connection with the gramophone.

Q Where did you keep the records?

A I am afraid I can't remember.

Q Do you remember whether they were kept inside of the gramophone or not?

A They were put in a case but I don't remember whether they were left on a table or under the table.

10 Q Now you claim for a spraying machine?

A Yes.

Q Did you own it? A: Yes.

Q Did your tenant have any property in it whatsoever?

A No, but I gave him permission to use it.

Q Now there is just one question about your real property I would like to clear up, Mr. Kadonaga. You set forth in the supplement to your claim the number of fruit trees and other plants you had on the farm. Will you take a look at that again

20 (indicating), please? A: Yes.

Q Are those figures correct? A: I estimated them as being so many per acre, on the basis of so many per acre.

Q How many strawberry plants per acre?

A Could I have that again?

Q How many strawberry plants per acre?

A Usually about 8000 plants per acre for the strawberries.

Q How many raspberry plants per acre?

30 A About half of that number.

T. Kadonaga,
In Chief.

Cross-Exam.

Q And that would be half of 3000?

A No, 6000 strawberry plants.

Q But raspberry plants, how many raspberry plants did you have in an acre, as a rule?

A About 3000 to the acre in raspberries.

Q Did you have on that place 45 fruit trees?

A Yes.

Q That is all. Will you answer my friend, please.

10 MR. RICE: I am submitting, your Honour, that the
real estate sold at its fair market value.
I am submitting that of the chattels that were
sold by the Custodian, they were sold at their
fair market value. I am submitting that the other
chattels the claimant here is claiming, they were
not declared by the claimant but were turned over
by the claimant to a person other than the Custodian
and the Custodian is not responsible for the same,
and if the Custodian is responsible then the claim
made by this claimant is exorbitant.

20

CROSS-EXAMINATION BY MR. RICE:

Q You leased your place to your father, Sato Kadonaga,
did you not, before leaving Mission, which was
your address then, I think?

A I didn't exactly lease it to him, but as the income
we derived was not sufficient for the family I
used to go out and get other work to do, and my
father was working on that farm in the meantime.

30 Q Well when you left, did you leave the place in
charge of your father?

A Whenever I left he used to look after the place and, therefore, when I evacuated it naturally meant that he would look after the place for me.

Q When you evacuated then, you left your farm and the chattels that you are claiming here in the possession of your father, is that right?

A Yes.

Q And your father in turn leased the place to Louis Lutz?

A: Yes.

10 Q And your chattels were left with Louis Lutz?

A We put all our chattels in the house and locked the place and left the key with Mr. Lutz.

Q The gramophone, records and spraying machine, you did not declare, did you, at the time that you evacuated?

A: I believe I

did.

THE SUB-COMMISSIONER: On the back of the form, Mr. Rice, the back of the original form.

MR. RICE: That is the claim, your Honour, I am showing him the declaration that he made as to his property.

20

Q Is that your signature to that J.P. form (indicating)?

A I thought I had included them but I must have forgotten them.

Q It isn't included in the form that you signed and none of those three articles are included in the form that you signed?

A No, they are not.

THE SUB-COMMISSIONER: What is the date of that?

30 MR. RICE: January 24th, 1942, the J.P. form.

It might be well, your Honour, to tender that as an exhibit.

(J.P. FORM MARKED EXHIBIT NO. 7).

MR. RICE: Q The J.P. form that I have just referred to, that is your signature on it?

A Yes.

Q And that is the form that you completed at the time of evacuation? Well, your signature is on there.

You have admitted that. What is the matter with it?

10 Doesn't the rest of it look good to you? Are you sure you didn't take the gramophone and records with you?

A: No, I did not.

Q Well that is the form that you completed, though. That is your signature on that J.P. form that you have in your hand there?

A Yes.

MR. RICE: After five minutes he says yes. I will tender it, your Honour. It has already been
20 marked.

THE INTERPRETER: He doesn't seem quite sure when he signed it and that was the trouble.

MR. RICE: Q What is that?

THE INTERPRETER: He doesn't seem quite sure when he signed it and that is the trouble why he can't quite recall it.

MR. RICE: But there is no doubt about his signature?

A Oh, the signature is correct.

Q The signature is correct?

30 A Yes, correct.

Q I think that is all.

THE SUB-COMMISSIONER: Is that all?

MR. RICH: Oh, I am sorry, I would also like to tender as an exhibit, your Honour, a summary relative to the claim of Toyochi Kadonaga with respect to the real estate.

THE SUB-COMMISSIONER: Yes, that will be Exhibit No. 8.
(SUMMARY MARKED EXHIBIT NO. 8).

MR. RICH: That is all, thanks.

10 MR. HUCKVALE: That is all, thank you, Mr. Kadonaga.

THE SUB-COMMISSIONER: I see by this Exhibit 7 that the document was received by the Evacuation Section on January 31st, 1944. I do not know whether that throws any light on the matter or not.

(witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

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S. R. Howard
"S. R. HOWARD"
Official Reporter.

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

SUB-COMMISSIONER.