Name of Claimant KAMADA, Tomizo Case 1036

Custodian File 4931

REAL PROPERTY												Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village				
Sale Price	5% thereof & 12.50	Sale Price	10% there-of	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:			
						% of Total	Amount		% of Total	Amount		
					1697.		1174.05					1174.05

PERSONAL PROPERTY								
Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	

NETS						
Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS								
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
			46%	900.00	414.00	145.00	17.40	431.40

TOTAL RECOMMENDATION	1605.45

1540

CASE NO: 1036.

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ont.,
May 12th, 1948.

IN THE MATTER OF THE CLAIM OF
TOMIZO KAMADA.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 1036.

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

10 Toronto, Ont.,

May 12th, 1948.

IN THE MATTER OF THE CLAIM OF

TOMIZO KAMADA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
F.A. BREWIN, Esq.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
D.J. HANDFORD, Esq.,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

30

TOMIZO KAMADA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. BREWIN:

Q Mr. Kamada, the first part of your claim is in regard to a farm of approximately ten acres near New Westminster, about 5 miles from New Westminster, is that right? A: Yes.

Q And have you completed a form giving information about the farm? A: Yes.

10 Q Is that your signature there? A: Yes.

Q And are the facts set out in that form correct?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. BREWIN: Perhaps I might ask my friend to file at this stage the report of the Soldier Settlement Board.

MR. HUNTER: I will file the Soldier Settlement Board appraisal as Exhibit 2.

(S.S.B. APPRAISAL MARKED EXHIBIT NO. 2).

MR. BREWIN: Q: Now I notice that you say this land was

20 originally purchased as long ago as 1904. Who bought it at that time? A: My father.

Q And he transferred it to you in 1934, is that right? A: Yes.

Q And had you lived on the property before he transferred it to you? A: Yes.

Q And I believe you have a document with you showing

t that the land belongs to you. I don't think we need to go into that, but you have it?

A Yes.

30 Q And I think you also have a document that shows your

father paid $700.00 for it? A: Yes.

Q And when was this land first cleared, or part of it? I think some of it wasn't cleared. When was it first started to be cleared? A: 1934.

Q 1934, and were you there then? Did you see the clearing that was being done? You had just bought it, I suppose? A: In 1928 we cleared just sufficient to build the house, then my father became sick and we didn't do any more clearing then at that time.

10

Q Now when was later clearing done then?

A From 1934.

Q And I see you say that it cost $250.00 an acre to clear that. Does he know that personally?

A Yes. We had some clearing done with hired labour, and that is what it cost per acre with hired labour, $250.00.

Q Did you have to use dynamite and that sort of thing?

THE COMMISSIONER: The clearing might be as heavy as that.

20

MR. BREWIN: Yes. I think that is all in regard to the farm, my lord. Oh no, I will just ask him one or two more questions.

Q According to the Soldier Settlement Board report, it was about a half a mile off the Scott main hard surfaced road, a direct road to New Westminster, is that correct? A: Yes.

THE COMMISSIONER: Q: It is in the Kennedy area, is it?

A Yes.

30

MR. BREWIN: Q: It says, "The house is somewhat shacklike

and quite cheap. The poultry houses are good."
Is that correct? A: Yes.

MR. BREWIN: Now perhaps I should put in now, although it might have more relevance in regard to the chattels --

Q Is this a lease which you made of this property and some of the chattels for a Mr. Boux?

A Yes.

Q That is your signature, is it?

10 A Yes.

MR. BREWIN: I think, my lord, that should go in. This is dated the 19th of May, 1942, and it leases the land here set out and a number of chattels which are listed until the 18th of January, 1943. It is dated the 19th of May and it is for $200.00 and thereafter from month to month at a rate of $15.00 a month, and there are various other provisions that I think I need not read now.

(LEASE MARKED EXHIBIT NO. 3).

20 Q You arranged that lease yourself, did you?

A Yes.

Q What date were you actually evacuated, or did you leave? A: 1942, in June.

Q So this lease was made a little while before you left, is that right? A: Yes.

MR. BREWIN: Now I think I would turn now to the personal property claim, and I think for convenience, my lord, we might deal with the fishing vessel separately. I will put this form in first.

30 Q Mr. Kamada, is that your signature on this document?

A Yes.

Q And this sets out some facts in regard to a fishing vessel that you owned, is that right?

A Yes.

Q And are the facts set out correct?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 4).

THE COMMISSIONER: This is a vessel sold by the Custodian, is it?

10 MR. HUNTER: Sold by the claimant, my lord. He signed the bill of sale.

MR. BREWIN: I am going to ask him about it.

MR. HUNTER: The bill of sale is here if you would like it.

THE COMMISSIONER: You better have him identify that as his signature if he did sign it.

MR. BREWIN: Q: Did you sign a bill of sale for this vessel, Mr. Kamada? dated the 26th of June, 1942? Perhaps you can tell us, is that your signature?

20 A Yes.

Q And the witness is Mr. Kimura, apparently?

A Yes.

MR. BREWIN: That is a sale for $280.00, I think it is, $260.00 perhaps, it is hard to read.

Q Did you approve of that sale?

THE COMMISSIONER: Well, will not the document speak for itself?

MR. BREWIN: Well, my lord --

THE COMMISSIONER: Is there any suggestion that it was

30 made under duress or something of that description?

MR. BREWIN: Well I don't know, my lord. To tell the truth, the claimant hasn't told me of this document.

THE COMMISSIONER: This man Kimura was the Japanese representative on the Fishing Vessels Disposal Committee.

MR. BREWIN: Yes, I remember his name, my lord.

Q Well, Mr. Kamada, perhaps in view of the fact this sale was made by yourself, or at least signed by yourself, are you making any claim for it?

A Yes, I have a claim.

10 MR. BREWIN: He is claiming.

THE COMMISSIONER: Well I will deal with it now, Mr. Brewin. I would like you to tell the witness, Mr. Interpreter, that I have no authority to deal with claims such as that which he makes now because of the fact that it has been shown that he sold the vessel apparently of his own free will, and signed the bill of sale, so I am disallowing the claim.

THE INTERPRETER: He says, "Yes, I understand that".

THE COMMISSIONER: Would you put that bill of sale in, Mr. Hunter, so that the record is complete?

20

MR. HUNTER: I will file the bill of sale as Exhibit 5.

(BILL OF SALE MARKED EXHIBIT NO. 5).

MR. BREWIN: Q: In respect to other chattels which you are claiming for, have you prepared a form which has been signedby you? A: Yes.

Q And is that the form and is that your signature?

A Yes.

Q And are the facts set out there correct?

A Yes.

30 MR. BREWIN: Perhaps that ought to be filed as an exhibit.

(STATEMENT MARKED EXHIBIT NO. 6).

MR. BREWIN: There is one item in connection with that which I found it a little hard to understand. I think perhaps it should be a fixture which would be an element to increase the value of the land, but I had better question the witness about it.

Q Witness, included in this form, Exhibit 4, which was filed, the last item is 4500 feet of electric wire, which was apparently typed in as "chicken wire" at one time, but I think it is supposed to be electric wire. Where was it?

A That was the wire that was used to carry a current to the various electric brooders.

Q Therefore it was actually connecting one of these brooders or houses with another? It was attached to the building? A: Yes, itwas already attached and installed.

MR. BREWIN: It seems to me, if that is so, it shouldn't possibly be in the chattel claim probably.

THE COMMISSIONER: I will take it into consideration one way or the other. I take it you concede it would be a fixture.

MR. BREWIN: Well I don't know.

THE COMMISSIONER: Q: Is this copper wire?

A Yes.

MR. BREWIN: Well, my lord, as your Lordship knows the cases on fixtures are very fine.

THE COMMISSIONER: Yes, it is very difficult to determine. In any case you are entitled to claim for it in one respect or the other.

THE INTERPRETER: He says, "I purchased it in 1940and had it installed by a hardware merchant."

MR. BREWIN: Q: You actually paid $600.00, did you?

A Yes.

Q Now I notice that on this claim in regard to personal property, some of it is in rather general terms, household goods and garden tools. Am I right in saying that that was set out in more detail in the form attached to your claim form? Has your Lordship that? I am sorry, the original claim form. Has it a list attached to it?

THE COMMISSIONER: It has a list on the back.

MR. BREWIN: My lord, I am in some embarrassment about this. Mr. Best prepared this claim and he has written on the copy of the claim I have, "Household goods, list provided to Custodian".

MR. HUNTER: There is none on mine.

MR. BREWIN: And then there is attached to the claim form that was left with us a more detailed list of what is under the item of goods and under the item "tools". My lord, I am sorry about this, but the only thing I can do is perhaps file this. I had understood from lookingat this that it was filed by the claimant, with the claim.

THE COMMISSIONER: Apparently it was not. On the original that I have there is nothing except, and I can read it to you, "Household goods, list provided to Custodian, $184.15; garden tools and implements, list provided, $200.00; four beds, list provided, $130.00; 4 tons lime, $20.00".

MR. BREWIN: My lord, I wonder if I might stop your Lordship for the sake of saving time. I have that all written on the back of the form, then on the form we had attached a more detailed list, and as it said there was a list provided the Custodian, and I had assumed that this same list was attached to the form.

THE COMMISSIONER: You have not any record of it, even in your file?

10 MR. HUNTER: It isn't in our file.

MR. BREWIN: They are not very large items, and if I might file these now and if my friend has something further to add later about it, very good.

Q Mr. Kamada, attached to the copy of the claim form that you prepared for the benefit of the Co-Operative Committee appears a typed statement apparently in your own name. Did you make up that list yourself?

A Yes, it was typed according to my instructions.

Q That was done according to your instructions?

20 A Yes.

Q And I notice under the heading of goods there are a number of goods listed with specific amounts set against them, amounting in all to $184.00 which is the amount of household goods claimed for by you in the main part of the form?

A Yes.

Q And those are the goods for which you are claiming, are you, under the general heading of household goods? A: Yes.

30 Q And the amounts set out there, are they the values

that you put upon those goods? A: Yes.

Q I notice that you also include, I think, some electric wire in this list ? A: Yes.

Q And then tools which you claimed for. There is a long list of tools here on the last page, is that correct? A: Yes.

Q I see. Instead of itemizing them separately, they are very small ones, you put a value of $200.00?

A Yes.

10 Q That is your best estimate. You estimated them altogether, is that correct? A: Yes.

MR. BREWIN: My lord, may I file this document?

THE COMMISSIONER: If you mark it now, that will be Exhibit 7, and then you can withdraw it in order to have copies made for counsel and myself.

(LIST MARKED EXHIBIT NO. 7).

THE COMMISSIONER: I notice a 7 horsepower Palmer engine, I suppose it is, on the back of the claim.

MR. BREWIN: That was in the boat, sir. I am afraid

20 that comes out.

Q Now, Mr. Kamada, when you left the property, where did you leave these personal chattels that we have been discussing? A: All the household utensils were left in the house and all the tools connected with the chicken ranch were left in the chicken houses.

Q Did you leave them in anybody's care?

A They were rented to the tenant.

Q They were rented to the tenant? Well, you have

30 already put in as an exhibit the lease that is

Exhibit 3. There is a list of chattels included in the lease. I think there are some items in your claim that are not apparently included in this lease. What happened to them? Were they intended to be included? A: Yes, they also were intended to be leased and included in the lease. They were intended for the use of the tenant.

Q It was intended the tenant should have the use of all the household goods and farm implements?

A Yes.

Q And I notice there was a covenant by the lessee to "leave the above mentioned goods and chattels in as good condition and state of repair as at present, reasonable wear and tear only excepted". This lease apparently provides he shall look after them during the term of the lease?

A Yes.

Q I suppose you can't tell us what happened to the goods after the tenant vacated the premises, or after he left? A: No, I don't know.

MR. BREWIN: That is all, thank you.

MR. HUNTER: It is submitted, my lord, 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 claims made for personal property not sold are exorbitant. It is submitted that these chattels were left under the custody, control or management of some

person other than the Custodian, appointed by the owner, and that accordingly only those chattels which came under the custody, control or management of the Custodian are within the terms of reference.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Kamada, I show you a photograph. Would you explain of what that is a photograph?

A On the left is my house.

10 Q Yes, and what are the buildings in the background?

A In the centre foreground is a packing shed and in the background, right along in the background, -- in the centre foreground the packing shed and in the centre middle distance is the feedhouse, and then in the background are the chicken houses.

MR. HUNTER: Yes, thank you. I tender this as Exhibit 8, my lord.

(PHOTOGRAPH MARKED EXHIBIT NO. 8).

MR. HUNTER: The real property, my lord, appears to be

20 largely a question of value. However, we have an interesting comparison in this case, something which rarely happens and that is in addition to the Soldier Settlement appraisal Couthard, Sutherland & Company were asked to go out and make an appraisal of the buildings and they appraised the dwelling, woodshed and bath-house and four chicken houses. They didn't appraise the colony houses which were only of small significance, and the total appraisal came to $1740.00. The total appraisal of the

30 Soldier Settlement Board for the same buildings

came to $1805.00.

THE COMMISSIONER: What was Coulthard's again?

MR. HUNTER: $1740.00, and for the same buildings which are actually the main buildings, the others you will observe were appraised at a very low figure -- $1805.00. It is true on the write-down that the Soldiers Settlement Board submitted on the fair market value they are down to $1425.00, but I think this, at least, is of interest.

10 THE COMMISSIONER: It is helpful to get the comparison.

MR. HUNTER: It is always considered that the Soldiers Settlement Board are very conservative, and it was very interesting in this case --

MR. BREWIN: To see that someone else is conservative?

MR. HUNTER: -- that they may not be as conservative as my learned friend would like us to believe. As far as the chattels are concerned, I would file the analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 9).

20 THE COMMISSIONER: You are able to go on with this chattel claim, are you?

MR. HUNTER: Oh, I think so, my lord. I think when your Lordship sees the analysis you will realize why. Perhaps before we go on to the chattels, I had better give you the sale price which was $1697.00 for the real property, my lord.

MR. BREWIN: Have you a copy of the valuation you referred to before? I think it was mentioned, and it should be put in.

30 MR. HUNTER: I would be glad to file it.

THE COMMISSIONER: Yes. That will be Exhibit 10.

MR. HUNTER: Yes. It is dated March 16th, 1943, the appraisal of buildings byCoulthard, Sutherland Company Limited.

(APPRAISAL MARKED EXHIBIT NO. 10).

MR. HUNTER: The assessed value of the property is Lot 75, land, $263.00, improvements $1200.00, and Lot 78, land $261.00, no improvements, total assessment, $1724.00, that is for the year 1943.

10 The taxes are $18.26.

I tender the appraisal of Trapp Motors Limited, dated January 22nd, 1946, which states, "Under instructions from the Custodian's office, we have appraised and sold to the tenant, M.A. Toews, the following goods: A few household effects, 2 electric brooders, brooder stoves, 1 oil incubator, $140.00." This was submitted to the rural Advisory Committee and approved on the 22nd of March, 1946.

(APPRAISAL MARKED EXHIBIT NO. 11).

20 MR. HUNTER: In addition to that, the lumber stored in the chicken house, plus approximately 800 feet of 1 x 4, and used shiplap lumber piled outside by the chicken house was sold for $50,00 to S. Pearce. In support of that sale price it is interesting to observe here a letter which I believe was from the claimant.

MR. BREWIN: We are not making any claim for that, are we?

MR. HUNTER: I beg your pardon?

30 MR. BREWIN: We are not making any claim for the lumber.

You are talking now about a quantity of lumber that was sold.

MR. HUNTER: I don't know, because I haven't a copy of that.

MR. BREWIN: I am very sure there isn't any claim for it.

MR. HUNTER: If there is no claim, then we won't bother with it.

THE COMMISSIONER: Can you help me with Exhibit 9, the Custodian's analysis, as to what this means? "The balance of goods were either used on the property or discarded"; I can understand the "discarded", but what is the suggestion back of "used on the property"? Is it that they were used by the claimant's tenant or used by the subsequent tenant put in by the Custodian?

MR. HUNTER: Yes, by the subsequent tenant, my lord. Perhaps to clear the matter I should file the subsequent lease which includes one electric brooder, one oil incubator, two hoes, one axe, and one cross-cut saw.

THE COMMISSIONER: Those were the articles that were appraised by Trapp, were they not?

MR. HUNTER: I presume they were, my lord. He refers to more than that, though. I think you have the appraisal, my lord, and I have kind of lost track of the numbers.

THE COMMISSIONER: He said a few household effects, two electric brooders, brooder stoves, and one oil incubator.

MR. HUNTER: Yes. You see this includes one electric

brooder, one oil incubator, two hoes, one axe, and one cross-cut saw. It doesn't include any household furniture, and only one brooder.

MR. BREWIN: Then there is the statement on the claim form that there is a provision in the latter lease, I assume that is this lease, for sufficient space for storage of chattels and effects on the premises apart from the above mentioned. I suppose those chattels are not listed in the general statement, or is there anything in your file that shows what chattels there were apart from the above mentioned?

MR. HUNTER: I don't think so. There is the original inventory which was made on April 13th, 1943, As far as I know this is the only inventory, and I would judge is considerably different from what is attached to your claim, although I have never seen it.

MR. BREWIN: I wonder if you would put that original inventory in.

MR. HUNTER: I think, my lord, I should file this original inventory made early in 1943.

THE COMMISSIONER: That was made by the Custodian, was it?

MR. HUNTER: Made by Anderson of the Custodian's office, my lord. It must have been made somewhere around the time when this second lease was made. The second lease was made on the 12th of December, 1942, and apparently in April of the next year, during that lease, this inventory was taken. Now whether anything that is in the claim filed disappeared before this inventory was taken would be difficult

to say I should think.

THE COMMISSIONER: Yes, I should think it would be.

MR. HUNTER: But the values do not appear to be much, judging by the appraisal. I would tender that inventory, my lord.

(INVENTORY MARKED EXHIBIT NO. 12).

MR. BREWIN: I don't know whether my learned friend can help me on this, I don't suppose he can, but is there any information as to when Mr. Toews vacated the premises?

MR. HUNTER: I might find something in a note here.

THE COMMISSIONER: Well, Exhibit 9 shows that the sale of the articles to Bernard Smith took place on November 2nd, 1942. The lease was only made in May.

MR. BREWIN: Yes.

THE COMMISSIONER: He apparently was not there very long.

MR. HUNTER: Oh, he got out some time during 1942. He did not complete his lease, my lord.

MR. BREWIN: I wonder, does my friend propose to file that lease?

MR. HUNTER: Yes, I do. It will be noticed that this lease goes up to the 18th of January, 1943, subject to any renewal, and he obviously left before the termination of his lease, my lord.

THE COMMISSIONER: You are putting in the lease to Smith, is it?

MR. HUNTER: Yes, I tender that. It is dated the 12th of December, 1942. It leases from the 2nd of November, 1942, to the 30th of October, 1943, for the sum of $210.00 . So that quite clearly I

judge that the previous tenant vacated some time prior to the 2nd of November, probably in October. I would tender that as Exhibit 13, my lord.

(LEASE MARKED EXHIBIT NO. 13).

MR. HUNTER: Now, at the moment, my lord, I have no information as to the circumstances of the previous tenant vacating; whether notice was given so that the Custodian had a chance to protect the property, or whether he just vanished, I couldn't say, but I would like my friend to be aware of the fact that I may, when the circumstances do become apparent, that I may take the position and make the submission it was due to the claimant's own tenant disappearing.

MR. BREWIN: My friend can make that submission and I will reply that it makes no difference unless he could prove it was lost, destroyed or stolen.

THE COMMISSIONER: You are only being given notice now.

MR. HUNTER: There is nothing else I think at this time that I can tell you, my lord.

THE COMMISSIONER: Is there any re-examination, Mr. Brewin?

MR. BREWIN: No, I don't think so, my lord.

THE COMMISSIONER: That is all, thank you, Kamada.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

T. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

Case 1036

DEC - 2 1947

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

ACKNOWLEDGED

4931 Toronto

37

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

(1) NAME Kamada Tomizo (RCMP) Reg. No. 03511
(Print) Surname Given Name

(2) Pre-Evacuation Address R. R. #1, 1325 Bailey Rd., New Westminster, B.C.

(3) Present Address 24 Charles St., St. Catharines, Ontario.

Best

(4) REAL ESTATE

(a) Street Address (if any) R. R. #1, 1325 Bailey Rd., New Westminster, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Land Title #107257E, Lots #75 and 78 of Part of Lot 440, Group 2, Map 1133, District of New Westminster.

(c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) Residence Type of business Poultry and Strawberry Farm
(iii) Business
(iv) Any other type of property (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.)
Sole Owner

(e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - - - - - - - - - - - - $
(ii) Buildings - - - - - - - - - - - - - - - - $
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 4000.00
(v) Amount at which Custodian sold property and credited your account - - $ 1697.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 2303.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
R. R. #1, 1325 Bailey Rd., New Westminster, B.C.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)

(c) How stored or packed at time of evacuation Incubator, Bed, Garden Tools, Electric Bulb, Wires, etc. were packed in one room in feed shed.

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care") _____

(e) Itemized description of personal property which is the subject of the claim:

1.	Household goods - List provided to	Estimated Value $
2.	Custodian	Estimated Value $ 184.15
3.	Garden Tools and Implements - List Provided	Estimated Value $ 200.00
4.	4 Beds - List provided	Estimated Value $ 130.00
5.	4 Tons Lime	Estimated Value $ 20.00
6.	15 Rolls Fence Wire @ $8.00	Estimated Value $ 120.00
7.	Electric light bulbs - 7-½ doz.	Estimated Value $ 20.50
8.	4 Electric Brooders (chicken) @ $40.00	Estimated Value $ 160.00
9.	1 Fishing Boat 70' length 7' beam.	Estimated Value $
10.	~~7 Hp. Palma Engine - Value $700.00~~ Sold by Custodian $250.00	Estimated Value $ ~~450.00~~ 220.00
11.	2 Incubators @ $110.00	TOTAL CLAIM FOR PROPERTY LOSS $ 1494.65

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 3797.65

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)
Toronto

(b) Do you require the services of an interpreter at the hearing? Yes or no Yes

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA)
County of York)
TO WIT:)

I, Tomizo Kamada of the City
of Toronto in the Province of Ontario
DO SOLEMNLY DECLARE THAT:
The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of 'The Canada Evidence Act".

DECLARED before me at the City)
of Toronto)
in the County of York)
this 27th day of November)
A.D. 1947.)

Tomizo Kamada

R A Best
A Commissioner &c.

N.B. — THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

FORM FOR CO-OPERATIVE COMMITTEE

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

This form containing the same material as the form to be sent to the Custodian's office is to be sent to either your National Japanese Canadian Citizens Association provincial chapter organization or the regional Co-operating Committee as listed.

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

(1) **NAME** Kamada (Print) Surname Tomizo Given Name (RCMP) Reg. No. 03511

(2) **Pre-Evacuation Address** R. R. #1, 1325 Bailey Rd., New Westminster, B.C.

(3) **Present Address** 24 Charles St., St. Catharines, Ont.

(4) **REAL ESTATE**

(a) Street Address (if any) R.R. #1, 1325 Bailey Rd., New Westminster, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Land Title #107257E, Lots #75 and 78 of Part of Lot 440, Group 2, Map 1133, District of New Westminster.

Case 10316

(c) Type of Real Property (cross out words which do not apply):

(i) Farm
(ii) Residence Type of business Poultry and Strawberry Farm
(iii) Business
(iv) Any other type of property (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.
Sole Owner

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - - - - - - - - - - - - $ ~~174000.~~ XXXXXX
(ii) Buildings - - - - - - - - - - - - - - - $ ~~226000.~~ XXXXXX
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable - - - - - - - - - - - - - - - - $ XXXXXXXXX
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 400000.
(v) Amount at which Custodian sold property and credited your account - - $ 169700
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 230300

(5) **PERSONAL PROPERTY**

(a) Place or places at which property was left by the claimant at date of evacuation
R. R. #1, 1325 Bailey Rd., New Westminster, B.C.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)

(c) How stored or packed at time of evacuation Incubator, Bed, Garden Tools, Electric bulb, Wires etc. were packed in one room in feed shed.

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care") _____

(e) Itemized description of personal property which is the subject of the claim:

1. Household goods - List provided to	Estimated Value $	
2. Custodian.	Estimated Value $	184.15.
3. Garden tools & implements - List provided.	Estimated Value $	200.00
4. 4 Beds - List provided.	Estimated Value $	130.00
5. 4 tons Lime.	Estimated Value $	80.00.
6. 15 Rolls fence wire @ 800.	Estimated Value $	120.00.
7. Electric light bulbs - 7½ doz.	Estimated Value $	20.50.
8. 4 Electric brooders (chicken) @ 40.00	Estimated Value $	160.00.
9. 1 Fishing Boat 30' length 7' Beam.	Estimated Value $	
10. 7 H.P. PALMA ENGIN VALUE - 70.00. SOLD BY CUSTODIAN for 25.00.	Estimated Value $	45.00
2 Incubators @ 71.000.	TOTAL CLAIM FOR PROPERTY LOSS $	1494.65.

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 3997.65.

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.) Toronto.

(b) Do you require the services of an interpreter at the hearing? Yes or no No.

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA)
County of York)
TO WIT:)

I, Tomizo Kamada of the City of Toronto in the Province of Ontario

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of 'The Canada Evidence Act".

DECLARED before me at the City of Toronto in the County of York this 27th day of November A.D. 1947.

Tomizo Kamada

R A Best,

A Commissioner &c.

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

(1) NAME KAMADA (Print) Surname TOMIZO Given Name (RCMP) Reg. No. 03511

(2) Pre-Evacuation Address R. R. #1, 1325 Bailey Rd. New Westminster, B. C.

(3) Present Address 24 Charles St., St. Catharines, Ont.

(4) REAL ESTATE

(a) Street Address (if any) R. R. #1. 1325 Bailey Rd. New Westminster City or Municipality, B. C. Province

(b) Legal description (lot number, block number, section number, etc.)

Land--- Title #107257E. Lots #75 and 78 of Part of Lot 440, Group 2 Map 1133 District of New Westminster

(c) Type of Real Property (cross out words which do not apply):

(i) Farm
(ii) Residence Type of business Poultry and Strawberry Farm
(iii) ~~Business~~
(iv) Any other type of property (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) Own Property — Sole owner.

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - - - - - - - - - - - - $ 2940.00
(ii) Buildings - - - - - - - - - - - - - - - - $ 5596.00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - $10,773.65
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) Land $2940.00 Building $5596.00 - - - - $ 10,773.65
(v) Amount at which Custodian sold property and credited your account - - $ 1,697.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 9,076.65

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation

R. R. #1, 1325 Bailey Rd. New Westminster, B. C.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.) living house, chicken house, shed, garden tools, kitchen tools, electric brooders, bulb, wire, incubator, lumber, fence wire, well, bed etc.

(c) How stored or packed at time of evacuation Incubator, Bed, Garden Tools, Electric bulb, Wires etc. were packed in one room in feed shed.

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

John Buptiste Boux

(e) Itemized description of personal property which is the subject of the claim:

1. ~~10 acres(5acres uncleared) $70.00 a acre~~ Estimated Value $
2. 2 acres(cost of land and cleaning) $940.00 Income $1,200.00 Estimated Value $
3. 3 acres(chicken house, yards, fence) $450.00 Estimated Value $ 2,940.00
4. Living house $825.00, Kitchen goods $184.15 Estimated Value $ 1,009.15
5. 3 Wells $150.00 and Boat $700.00 Custodian sold it for 250.00 Estimated Value $ 850.00
6. Electric Brooders $160.00 and Wires $500.00 Estimated Value $ 660.00
7. Electric Bulbs $20.50 and Lumber $53.00 Estimated Value $ 73.50
8. Beds $130.00 and Garden tools $200.00 Estimated Value $ 330.00
9. Lime $20.00 and Fence Wire $120.00 Estimated Value $ 140.00
10. Chicken houses Estimated Value $ 4,771.00

TOTAL CLAIM FOR PROPERTY LOSS $ 10,773.65

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 9,076.65

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)

Toronto

(b) Do you require the services of an interpreter at the hearing? Yes or no Yes

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA)
of)
TO WIT:)

I, of the
of in the

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of 'The Canada Evidence Act".

DECLARED before me at the)
of)
in the of)
this day of)
A.D. 1947.) A Commissioner &c.

N.B. — THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

(1) NAME KAMADA (Print) Surname TOMIZO Given Name (RCMP) Reg. No. 03511

(2) Pre-Evacuation Address R. R. #1, 1325 Bailey Rd. New Westminster, B. C.

(3) Present Address 24 Charles St., St. Catharines, Ontario.

(4) REAL ESTATE

(a) Street Address (if any) R. R. #1. 1325 Bailey Rd. City or Municipality, B. C. Province

(b) Legal description (lot number, block number, section number, etc.)

Land---Title #107257E. Lots $75 and 78 of Part of Lot 440, group 2 Map 1133

(c) Type of Real Property (cross out words which do not apply):

(i) Farm
(ii) Residence Type of business Poultry and strawberry farm
(iii) Business
(iv) Any other type of property (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) Own property

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - - - - - - - - - - - - $ 2,940.00
(ii) Buildings - - - - - - - - - - - - - - - - $ 5,596.00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $ 10,773.65
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) Land $2940.00 Building $5596.00 - - $ 10,773.65
(v) Amount at which Custodian sold property and credited your account - - $ 1,697.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 9,076.65

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation

R. R. #1. 1325 Bailey Rd. New Westminster, B. C.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
living house, chicken house, shed, garden tools, kitchen tools, electric brooders, bulb, wire ~~incubator, lumber, fence wire, wall beds etc.~~

(c) How stored or packed at time of evacuation Incubator, bed, garden tools, electric bulb, wires etc were packed in one room in feed shed

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

John Buptiste Boux

(e) Itemized description of personal property which is the subject of the claim:

1. 10 acres(5 acres uncleared) $70.00 acre Income $1,200.00 — Estimated Value $
2. 2 acres(cost of land and cleaning) $940.00 — Estimated Value $
3. 3 acres(chicken houses, yards,fence) $450.00 — Estimated Value $ 2,940.00
4. Living house $825.00 and Kitchen goods $184.15 — Estimated Value $ 1,009.15
5. 3 wells $150.00 and boat $700.00 Custodian sold it for 250.00 — Estimated Value $ 850.00
6. Electric Brooder $160.00 and wire $500.00 — Estimated Value $ 660.00
7. Electric bulb $20.50 and lumber $53.00 — Estimated Value $ 73.50
8. Bed $130.00 and garden tools $200.00 — Estimated Value $ 330.00
9. Lime $20.00and Fence Wire $120.00 — Estimated Value $ 140.00
10. Chicken houses — Estimated Value $ 4,771.00

TOTAL CLAIM FOR PROPERTY LOSS $ 10,773.65

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 9,078.65

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)

Toronto

(b) Do you require the services of an interpreter at the hearing? Yes or no yes

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA)
of)
TO WIT:)

I, of the
of in the

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of 'The Canada Evidence Act".

DECLARED before me at the)
of)
in the of)
this day of)
A.D. 1947.) A Commissioner &c.

N.B. — THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

I, TOMIZO KAMADA, (M) born 27th, July 1907, registered as a naturalized Canadian, (Registration #03511).

My Land Title #107257 E., Lots #75 and 78 of Part of Lot 440, Group 2 Map 1133, at R. R. #1., Bailey Road, New Westminster, B. C.

The followings are my property:

Land----10 acres — Tax for 1941-- $20.51

2 acres---(cost of land and for clearing strawberries, gooseberries and blackcurrents).	$ 940.00	
(~~income for strawberry in 1941~~).	~~1200.00~~	
3 acres--(chicken houses, yards and fence wires	450.00	
5 acres---(noncleared)	350.00	
		~~$2940.00~~ 1740.00

Building

Living house	(14'x 34')	3 rooms	$450.00	
~~" (14'x 18')~~			~~130.00~~	
Kitchen	(12'x 20')	1 room	100.00	
Bath and wood shed	(16'x 20')		110.00	
Packing house	(16'x 20')		35.00	
				$ 825.00. 130.00 695.00.

Well

3 wells @ $50.00 — $ 150.00

EXHIBIT No. 1036-7
DATE 12 may 1948
FILED BY J. A. Brewin

Goods

1 kitchen stove	$50.00	1 mash cooker	$30.00
1 parlour stove	20.00	1 dozen buckets	12.00
2 cupboards	20.00	4 pottery barrels	10.00
6 chairs	3.00	1 dresser	15.00
1 baby chair	1.25	1 chiffonier	5.00
4 dozens small dishes	2.50	1 clock	2.00
2 dozens large dishes	3.60	2 dozen bowls	5.00
2 dozens cups	4.80		$79.00
	$105.15		$ 184.15

Chicken house

20'x 100'	$ 900.00
20'x 80'	720.00
20'x 60'	540.00
20'x 124'	1116.00
20'x 40	360.00
	$3636.00

#03511 Tomizo Kamada

Feed Shed

Two Storage	(20'x 20')			$ 400.00

Colonea house

2 houses	(6'x 10')	@ $20.00	$ 40.00	
9 houses	(10'x 16')	@ 60.00	540.00	$ 580.00

Feed house

1 house	(10'x 20')			
4 houses	(8'x 12')	@ $15.00	$75.00	$ 75.00

Incabating building

Eggs packing	(16'x 16')	$ 80.00	
2 incabators	@ $110.00	220.00	
(which holds 650 eggs in one)			$ 300.00

Electric brooder

4 brooders	@ $40.00	$ 160.00

Electric Wire

#4	1000 ft.	#10	800 ft.	
#6	200 ft.	#12	500 ft.	
#8	500 ft.	#14	300 ft.	$ 500.00

Electric Bulb

60 watt	3 dozens	$ 9.00	
45 watt	½ "	1.50	
10 watt	4 "	10.00	$ 20.50

Lumber

3000 ft.	(1000ft.	(1000 ft. @ $24.00)	$26.40
	(2000 ft.	(1000 ft. @ $14.00)	$26.60
			$ 53.00

#03511 Tomizo Kamada

Bed

c

2 beds(including 2 mattress and springs) @ $40.00 $80.00
2 beds(including 2 mattress and springs) @ $25.00 $50.00 $130.00

Tools

1 dozen chick feeders
1 dozen chick feeders granite
1 dozen chick feeders troughs
4 axes
1 digging spande (square)
3 digging spades (round)
2 cross cut saw
1 garden rake
3 picks (2 handles)
1 grub hoe
1 narrow spade with long handles
1 sledge hammar
2 peavies
5 brooms
1 handsaw
2 digging forks
1 hay fork
4 crowbars
3 garden hoes
2 chicken coop scrapers
5 peices of land clearing tools (4 handles only)
3 wedges
2 square shovels
8 hoes
1 keg nails
1 double edged saw
1 wheelbarrow

$200.00 d

Lime

4 tons $ 20.00 e

Wire

15 rolls of fence wires @ $8.00 $120.00 f

Income

Strawberry farming	(each yr. $1200.00, for 5 yrs)	$6000.00
Poultry farming	(each yr. $2500.00, for 5 yrs)	$12500.00
Fishing	(each yr. $1000.00, for 5 yrs)	$5000.00

For reference

#03511. Tomizo Kamada.

KAMADA, Tomizo

Extract from Exhibit 7 case No. 1036 T. Kamada setting out in detail goods and tools claimed.

Goods

1 Kitchen Stove	$50.00	1 mash cooker	$30.00
1 Parlour stove	20.00	1 dozen buckets	12.00
2 cupboards	20.00	4 pottery barrels	10.00
6 chairs	3.00	1 dresser	15.00
1 baby chair	1.25	1 chiffonier	5.00
4 dozen small dishes	2.50	1 clock	2.00
2 dozen large dishes	3.60	2 dozen bowls	5.00
2 dozen cups	4.80		
	$ 105.15		$79.00
			$184.50

ELECTRIC WIRE

#4	1000 ft.	#10	800 ft.	
#6	200 ft.	#12	500 ft.	
#8	500 ft.	#14	300 ft.	$500,00

Beds

2 beds(including 2 mattress and springs) @ $40.00-$80.00
2 beds(including 2 mattress and springs) @ $25.00-$50.00

$130.00

Tools

1 dozen chick feeders	1 handsaw
1 dozen chick feeders granite	2 digging forks
1 dozen chick feeders troughs	1 hay fork
4 axes	4 crowbars
1 digging spades (square)	3 garden hoes
3 digging spades (round)	2 chicken coop scrapers
2 cross cut saw	5 pieces of land clearing tools (4 handles only)
1 garden rake	
3 picks (2 handles)	3 wedges
1 grub hoe	2 square shovels
1 narrow spade with long handles	2 hoes
1 sledge hammer	1 keg nails
2 peavies	1 double edged saw
5 brooms	1 wheelbarrow

$200.00

Wire

15 rolls of fence wires @ $8.00 $120.00

KAMADA, Tomizo
(Claimant's Name)

REAL ESTATE
(Farm Land)

03511
Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared	5 acres	About 1904	-	$700.00			
Cultivated not planted	3 acres						
Cultivated and not in crop (chicken houses, yd. & fence)							
List Crops	2 acres						
Strawberries		Transferred			Uncleared	-	$4000.00
Gooseberries		to Mr. Kamada					
Blackberries		in 1934					
Total							

IMPROVEMENTS SINCE PURCHASE OTHER THAN BUILDINGS (e.g. cultivation, plants, trees or special equipment)

Description	When Made	Cost
Clearing of 5 acres	1934-	$ 250.00 an acre
and cultivation of 2-3 acres	later	1250.00 total
Planting of 12 cherry trees		25.00
6 apple trees		

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Living house	14 x 20	Frame	1927)					
Kitchen	14 x 14	"	1935)	450.00		-	$112.50	337.50
Addition	12 x 20	"	1935	100.00		-	25.00	75.00
Living house	14 x 18	"	1936	130.00		-	13.00	117.00
Bath & Wood Shed	16 x 20	"	1938	110.00		-	10.00	100.00
Packing house	16 x 20	"	1936	35.00		-	5.00	30.00
Chicken house	20 x 100	"	1937	900.00		-	225.00	675.00
Chicken house	20 x 80	"	1938	720.00		-	180.00	540.00
" "	20 x 60	"	1939	540.00		-	135.00	405.00
" "	20 x 124 (2 storeys)	"	1940	1,116.00		-	279.00	837.00
" "	20 x 40	"	1940	360.00		-	90.00	270.00
Feed house	20 x 20	"	1939	400.00		-	100.00	300.00
2 Col. houses	6 x 10	"	1939	40.00		-	10.00	30.00
9 " "	10 x 16	"	1939	540.00		-	135.00	405.00
								4106.50

Comments re Appraiser's report not covered by above information:

Assessed improvements 1,200.00)
1940 ~~furniture~~ Land 263.00)

EXHIBIT No. 1036-1
DATE 12 may 1948
FILED BY L.a. Brown

Tomizo Kamada
Signature

BC-627-P
BC-2440-A

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

Farm Appraisal Report #15

File No. J.L.674

Land Description Lots 75 & 78 of SE¼ Sec.36, Tp.4, Map 1133, N.W.D.

Containing 9.58 Acres

Owner's Name Tomiga KAMODA Post Office Address New Westminster, R.R.1.

Nearest Rail Point Kennedy Distance 1½ miles

Market Town New Westminster Distance 5½ miles

Church (give denomination) Evangelical, R.C., Presbyterian Distance 3/4 miles. 2½ "

Nearest School Kennedy Distance 1½ miles

State how property was identified: Map, roads, tenant.

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

On mediocre but quite passable narrow cross road tributary to Scott Rd.

Is this district a good one? Agriculturally not.

Employment opportunity Good. New Westminster and nearer various industries.

Predominating Nationality and religion: Mostly Jap holdings just here. In district as a whole British, Protestant.

Describe Fencing and its condition: A fair amount of 7' poultry fencing only. This is just to match poultry houses and more is needed for poultry. Value $

Water supply: Well. Had a pressure pump but removed it. Value $

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE 1 st.	18x20x10	frame 7'	eave	shgl	15	wood	good	215.00
attached	4x14x10							
Shed & B.House	12x20x9	frame 8'	"	"	5	"	good	50.00
BARN	12x20x9							
Wood shed	10x14x9	frame 7'	"	board	old	"	poor	15.00
Henhse	20x80x9	" 7'	"	shgl	6	"	good	240.00
Col. house	8x10x8	" 7'	"	"	4	"	"	10.00
Henhouse...	20x80x9	" 7'	"	"	6	"	"	400.00
Feed house	20x20x17	" 14'	"	"	3	"	"	
Henhouse	20x60x8	" 6'	"	"	3	"	"	275.00
Henhouse	20x128x9	" 7'	"	"	2	"	"	625.00
2 col. Houses	8x10x6	" 4'	"	"	2 & 3	"	"	30.00
2 col. houses	12x16x6	" 4'	"	"	4	"	"	50.00
1 col. house	10x16x4	" 4'	"	"	5	"	"	20.00

Electric lights.

Total present day value $1930.00

Total Value Buildings add to farm $1425.00

Is dwelling habitable without repairs? Yes If not what is your approximate estimate of cost to make it habitable? It is a cheap type however.

$

Describe the basement and chimneys: No basement. Metal stove pipe.

No. rooms downstairs? 4 Upstairs? nil How finished Shiplap. Fir sheeting out.

Are buildings painted? No Condition of paint

Distance from nearst bush None near house, chicken house adjacent.

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

DOCUMENT No. 10336-2
DATE 12 May 1948
FILED BY Guy Marler

BC/627-P
BC/2440-A

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
2.72	Undulating 2.72 ac	10" lt. sdy loam intermixed with pebbles, on sandy		Berries - fair	50.00	136.00

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

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

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

	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	
1.25	Und. 1.25 ac	as above		Roots, brush	25.00	35.00	43.75
5.61	" 5.61 ac	"		Bush	100.00	20.00	112.20

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 $ 291.95

Total added by buildings to value of farm $ 1425.00

Total fruit trees add to value of farm (for use in orchard districts only) $ 12.00

Total value of farm $ 1728.95

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Continuously occupied and tilled.

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

Noxious weeds: Canada thistle.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Delta General $18.26

Date: July 29th, 1942.
Place: Chilliwack, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 27 day of July 1942

Inspector's Signature "R. L. RAMSAY"

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

S.S. Form No. 43
(Sheet 2)

Farm Appraisal Report

#15

Remarks: Place fairly well located about ½ mile off Scott Main hardsurfaced road a direct route to New Westminster. Bayley Road on which this is situated is a narrow, gravelled cross road, always passable but not a really good road. School is a little over a mile away as is also B.C.E.R. Station.

Soil is quite sandy with pebbles intermixed. It overlays quite a gravelly subsoil with hardpan at 2-3' varying in different parts. It is a hungry soil that would dry out easily.

House is somewhat shacklike and quite cheap. Poultry houses are good. Place is overloaded with buildings for anyone but a poultry man.

It is planted to the following small fruit:

Strawberries	.8 ac.
" interpl with gooseberries	.2 ac.
Gooseberries	.03 ac.
Black currants	.05 ac.

Tenant is J. B. Boux a Frenchman who pays $200 till 20th which includes $85 for the crop and he is to pay $15 afterwards. He more or less suggested that he would buy at $1500.

(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.

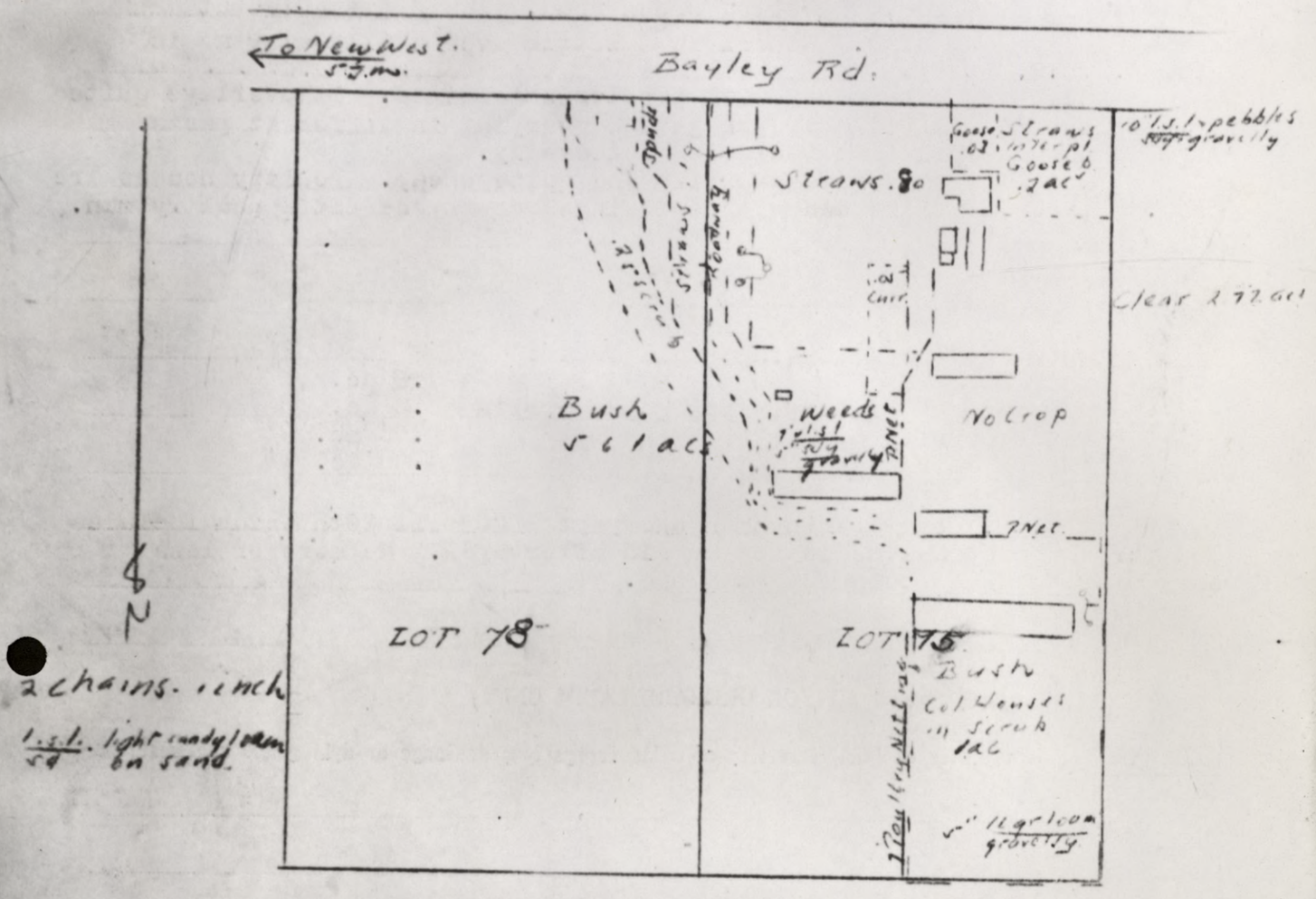
ORCHARDS, SMALL FRUIITS, ETC. (Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

	Present Value
3 Yellow Transparents about 3 years old.	$
8 cherries, probably Lamberts "	$
1 plum 3 yrs. old	$ 12.00
	$
	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $ 12.00

T.Komada #15

Diagram of Property



Lots 75 & 78 of S.E.¼, Sec 2, Tp. 4, Map 1133.

Following careful review of this appraisal report, it is my opinion that the present value is $ 1700

Date 31st July, 1942.

(SIGNED) I. T. Barnet
District Superintendent.

THIS INDENTURE made the Nineteenth day of May, in the year of our Lord one thousand nine hundred and forty-two

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:

EXHIBIT No. 1036-3
DATE 17 may 1948
FILED BY
J. a. Brown

TOMIZO KAMADA
of Bailey Road, Municipality of Delta, Province of British Columbia, Farmer, (hereinafter called the "LESSOR")

of the ONE PART

AND

JOHN BAPTISTE BOUX
of 1123 Burnaby Street, in the City of Vancouver, Province of British Columbia, Farmer, (hereinafter called the "LESSEE"

of the OTHER PART

WITNESSETH that in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor doth hereby demise and lease unto the Lessee all that certain parcel of land situate in the Municipality of Delta, in the Province of British Columbia and more particularly known and described as being Lots Seventy-five (75) and Seventy-eight (78) of part of Lot Four hundred and forty (440) Group Two (2) Map 1133, New Westminster District, and known as number 1325 Bailey Road, Rural Route Number One, New Westminster, British Columbia, together with the following goods and chattels that is to say;

1 mash cooker
9 chicken houses (Colonial)
1 feed house 10 x 20
4 feed houses 8 x 12
1 20x 100 chicken house
2-20x80 chicken houses & feed house
3-20x60 chicken houses
4-20x164 chicken houses
6 x 12 small chicken house

15 rolls chicken netting
2000 ft new timber
4 tons lime
7½ doz.electric bulbs
1 doz.chick feeders Galv
1 " " " Granite
1 " " " troughs
1-16x 20 packing house

1 kitchen stove
1 dresser
6 chairs
4 bedsteads and springs

1 heater
1 chiffonier
1 clock
1 baby chair

4 axes
1 digging spade (square)
3 digging spades (round)
2 cross cut saws
1 garden rake
3 picks (2 handles)
1 grub hoe
1 narrow spade with long handle
1 sledge hammer
2 peavies
3 brooms
1 handsaw
2 ~~cultivators~~ Incubators
2 cupboards
2 digging forks
1 hay fork
4 crowbars
3 garden hoes
2 chicken coop scrapers
5 pieces of land clearing tools (4 handles only)
3 wedges
2 squares shovels
2 hoes
1 keg nails
1 double edged saw
4 brooders
1 wheelbarrow

TO HAVE AND TO HOLD the said premises and goods and chattels unto the said Lessee for and up to the 18th. day of January, A.D. 1943, yielding and paying therefor the sum of Two hundred ($200.00) Dollars, and on the 18th. day of January, 1943, to be completed and ended, and thereafter from month to month at the rate of Fifteen ($15.00) Dollars per month payable in advance on the Nineteenth day of each and every month commencing the Nineteenth day of January, A.D. 1943, without any deduction, defalcation or abatement whatsoever;

THE LESSEE covenants with the Lessor that at the expiration of the term hereby demised he will leave the above mentioned goods and chattels in as good condition and state of repair as at present, reasonable wear and tear only excepted, and agrees to pay for all loss, breakage or injury which may occur respecting same and will replace the lime and electric light bulbs, and will insure and keep insured the ~~[illegible]~~ furniture and equipment for the full insurable value with loss payable to the Lessor.

J B Bonnie
T. Kamada

THE LESSEE COVENANTS with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire or tempest only excepted) and to pay all water and gas rates and electric lighting, and which shall be assessed or chargeable upon the said premises during the term hereby demised or during the time the Lessee shall occupy the demised lands as tenant to the Lessor under these presents;

PROVIDED AND IT IS HEREBY AGREED that when and so often as the Lessee neglects to pay the said water and gas rates and electric lighting, or any of them the Lessor may pay them and

thereupon charge them to the Lessee, who hereby covenants to pay them forthwith and hereby agrees with the Lessor that the Lessor shall have the same remedies and may take the same steps for the recovery thereof as the Lessor may take for the recovery of rent in arrears under the terms of this lease;

AND IT IS HEREBY AGREED between the parties hereto that if the rent hereby reserved or any part thereof be in arrears or unpaid for Thirty (30) days next after the same becomes due whether such rent has been demanded or not or if there be any default, breach or non-observance by the Lessee at any time or times in respect to any covenant, proviso, condition, or reservation herein contained, which on the part of the Lessee ought to be observed or performed, then the Lessor or his Agent may enter upon the said premises and thereafter have, possess and enjoy them as if this indenture had not been made, and no acceptance of rent subsequent to any breach or default other than in payment of rent, nor any condoning, excusing or overlooking by the Lessor on previous occasions of breach or defaults similar to that for which re-entry is made, shall be taken to operate as a waiver of this condition, nor in any way defeat or affect the rights of the Lessor.

AND IT IS FURTHER AGREED that if the said premises shall at any time become vacant during the said term in consequence of the removal by legal process of the Lessee for non-payment of rent or any other case, the Lessor may re-enter the said premises and use such force as the Lessor shall have without being liable for any prosecution, and may thereupon treat the said lease as terminated, and re-let the said premises for his own use, or the Lessor may re-let the said premises as Agent of the Lessee, applying the avails thereof to the expenses that may accrue in re-entry and then to the payment of the rent due under these presents and the balance to pay over to the Lessee, or may hold the Lessee for any balance remaining due after applying the proceeds;

PROVIDED ALSO and it is hereby expressly agreed and understood by and between the parties hereto, that if the term hereby granted or any of the goods and chattels of the Lessee shall at any time during the said term be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make any assignment for the benefit of creditors or, becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors or shall abandon said premises, then and in every such case the then current rent for the then current term shall immediately become due and be paid;

THE Lessor and the Lessee further agree that upon request being made, or notice being given by the Municipal Health Officer or other proper corporation officer of the said Municipality to the Lessor or the Lessee, the Lessee shall immediately comply with the demands contained in such request or notice in connection with the sanitary arrangements of the said premises, and shall put and place all plumbing work and drains in such state as to fully comply with the requirements demanded by the Health Officer or other officer, or the requirements of the Board of Health of the said Municipality, and to the satisfaction of the Municipal Officials having charge of such matters, and will save the Lessor harmless and indemnified in connection therewith or of the infraction of the rules and requirements of the Municipal Health Department, and if not done asaforesaid the Lessor may do the same and may charge the cost thereof against the Lessee, and shall have the same rights to recover the money so expended as if they were arrears of rent in respect of the said premises;

THE LESSEE further covenants and agrees with the Lessor that the Lessee will during the said term cultivate, till, manure and employ such parts of the said premises as are now or shall hereafter be brought under cultivation in a good husbandman-like manner and will in like manner crop the same by a regular rotation of crops so as not to impoverish, depreciate or injure the soil; and will during the continuance of the said term, keep down all

noxious weeks and grasses; and that, at the expiration of the term hereby demised, the Lessee will leave the same in the same state of cultivation and not less than the same crop production as of 1942;

THE LESSEE further covenants and agrees with the Lessor that he, the said Lessee, will not at any time remove from off the said lands, or destroy, any gooseberry or currant bushes, strawberry plants, or other fruit plants or trees.

AND THE LESSEE hereby agrees that he will not assign or sub-let without leave and will not carry on any business that shall be deemed a nuisance on the said premises;

AND the Lessee covenants and agrees to and with the Lessor that he, the said Lessee will not dispose of any of the crop produced on the said lands if any rent is in arrears or unpaid without first obtaining the consent in writing of the Lessor;

AND the Lessee further covenants with the Lessor that the Lessor shall have the right to enter the premises at reasonable hours of the day or examine the said premises and also to post a notice for selling or re-letting them, and that the Lessee will not remove said notice.

AND the Lessee will permit the Lessor or his Agent to exhibit the said premises to any prospective tenant or purchaser and will permit all persons having written authority therefor to view the said premises at all reasonable hours;

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

PROVISO for re-entry by the Lessor on non-payment of rent whether lawfully demanded or not or non-performance of covenants or seizure or forfeiture of the said term for any of the causes aforesaid.

AND IT IS HEREBY DECLARED AND AGREED that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns respectively.

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

SIGNED, SEALED and DELIVERED in the presence of	Tomizo Kamada
Harry Johnston as to signature of both parties	J B Bouse

DATED May 19th 1942

TOMIGO KAMADA

to

JOHN BAPTISTE BOUX

LEASE

HARRY G. JOHNSTON, K.C.
BARRISTER AND SOLICITOR
COLUMBIAN BLOCK
NEW WESTMINSTER, B. C.

KAMADA, T.
(Claimant's Name)

PERSONAL PROPERTY
(Fishing Vessels, gear and equipment)

03511
Reg. No.

NETS:

Type	Size	Mesh	Fathoms	Age at Evacuation	Original Value	Estimated value at Evacuation

VESSELS SOLD BY CUSTODIAN

NAME	Reg. No.	Type	Date Purchased	New or Used	Price Paid	Maintenance Work	Condition When Evacuated	With whom Left	Estimated Value
T.K. 1219	1983	Palmer Engine 30'x7'x3' 2½ tons	Made in 1928	at cost	$1200	Twice repaired at cost of $75.00 ea. ton 1935 and 1940	good condition	R.C.N.	$700.00

Improvements to Vessel since date of purchase:

Type	Date	Cost

OTHER GEAR:

Description	Date Purchased	New or Used	Price Paid	Condition when Evacuated	Estimated value at date of evacuation

Arrangements made for storage when evacuated:

EXHIBIT No. 1036-4
DATE 12 May 1948
FILED BY J. A. Brennin

Additional Comments, if any:

Tomizo Kamada
Signature

Agreement for Sale of Vessel

BETWEEN: Tomizo Kamada
R.R. #1,
New Westminster, B. C.
(hereinafter called the "Vendor")

OF THE FIRST PART

AND

NELSON BROTHERS FISHERIES LIMITED
(hereinafter called the "Purchaser")

OF THE SECOND PART

In consideration of the sum of $1.00, the receipt of which is hereby acknowledged, we agree to the sale and purchase of the vessel hereunder described:

Name of Vessel: "T. K."

Port of Registry: New Westminster, B. C. Official Number: NW 1983 NW 075 F

Length: 30 Ft. Breadth: 7 Ft. Depth: 3 Ft.

Propelling power: 7 H.P. Palmer

For the price or sum of $ 260.00

Payable as follows: Cash

FURTHER, we the said Tomizo Kamada for my heirs, covenant with the said NELSON BROTHERS FISHERIES LTD. and THEIR assigns, that we have power to transfer in the manner aforesaid, the premises hereinbefore expressed to be transferred, and that the same are free from encumbrances, except as hereunder set out:

~~BALANCE of purchase price to be secured forthwith by mortgage on the vessel.~~

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 26th day of June A.D. 1942.

SIGNED, SEALED and DELIVERED
in the presence of:

K. Kimura
217 Dunlevy Ave,
Vancouver, B.C.

T. Kamada

EXHIBIT No. 1036-5
DATE 12 May 1948
FILED BY J. wly. Hunter

KAMADA, Tomizo
(Claimant's Name)

PERSONAL CHATTELS

03511
Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
2. Incubators	1928	New	220.00	Good	90.00
4 electric brooders	1937-8	New	160.00	Good	120.00
Stove and other household goods	1935	Used	50.00	Good	40.00
Garden tools			200.00	Good	150.00
4 beds	2 in 1934	New	130.00	"	100.00
~~15 rolls fence wire~~	2 in 1940				
15 rolls fence wire	different times	"	8.00 a roll	"	120.00
4 tons lime	" "	"	20.00		20.00
4500 feet ~~chicken~~ electric wire	1940	"	600.00		500.00
					1,140.00
Furniture in house					
Tools etc. in shed and various poultry houses		sold by Custodian			195.00
					945.00

Description of Storage of Goods:

General Statement as to Chattels not Described above:

EXHIBIT No. 1036-6
DATE 12 May 1948
FILED BY J. A. Browne

Additional Comments, if any:

Tomizo Kamada
Signature

EXHIBIT 7 IS LIST ATTACHED

TO CLAIM FORM.

T. KAMADA
BAILEY ROAD
Delta MUNICIPALITY
SOUTH WESTMINSTER.

File: 4931
Reg: 03511.

EXHIBIT No. 1036-8
DATE 12 may 1948
FILED BY J. W. G. Hunter

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 4931 EXHIBIT No.

NAME KAMADA, Tomizo REG. No. 03511

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION Apr. 18/42	TAKEN BY			AUCTION	TENDER &c		
EVACUATION Aug 4/42	DATE						
"JP" DEclaration		Household goods -	184.15				
Kitchen stove (2)		Garden Tools & Implements	200.00				
Parlor Stove (2)		4 Beds	130.00				
Dresser (1)		4 Tons of Lime	20.00				
Beds (2)		15 Rolls Fence Wire @ $8.00	120.00				
Cupboards (2)		Electric light bulbs -					
Chairs (10)		7-¼ doz.	20.50				
Tables (3)		4 Electric Brooders (chicken)					
Kitchen utensils		@ $40.00	160.00				
4 Brooder Stoves		1 Fishing Boat 70' length					
Incubater (2)		7' beam, 7 H.P.Palma Engine					
Brooder Stoves coal (3)		Value $700 - Sold by					
2500 ft. finished Lbr.		Custodian $250.00	450.00				
Garden tools		2 Incubators @ $110.00	220.00				
Fishing Equipment							
Roller		TOTAL CLAIM	$1494.65				
4 tons lime (agriculture)							
1 ton coal		Correct Total	$1504.65				
Equipment for raising							certai
baby chickens.							the pr
4500' electric wire							broode
valued at $500							Novemb
15 small chicken houses,							
valued at $600.							and ef
15 rolls of wire							
netting $120							and or
Boat #1983--30' x 7'							and so
7 H. P.							
							and an
							were u
							Relati

EXHIBIT No. 1036-9
DATE 12 May 1948
FILED BY Geo. S. Sumner

LE No. 4931 EXHIBIT No. I CASE No.

EG. No. 03511 VENUE Toronto

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
AUCTION	TENDER &c							

Mr. Tomizo KAMADA leased his property to Mr. John Baptiste Boux, including certain chattels and effects as shewn in Lease dated May 19, 1942. Mr. Boux vacated the property and the Custodian leased the land and buildings together with 1 electric brooder, 1 oil incubator, 2 hoes, 1 axe and 1 cross cut saw to Mr. Bernard Smith from November 2, 1942.

Provision was made in the latter Lease for sufficient space for storage of chattels and effects on the premises apart from the above-mentioned.

On January 22, 1946, the household effects, two electric brooders, brooder stoves and one oil incubator were appraised by Trapp Motors, Limited, for the sum of.....$140.00 and sold for this amount to the tenant, Mr. M. A. Toews.

A quantity of lumber was sold to Mr. S. Pearce for the sum of..... 50.00, and an old oil incubator was sold to Mr. Jack Simon for..... 5.00

TOTAL $195.00.

The balance of goods were either used on the property or discarded.

Mr. Kamada is claiming $1,054.65 for goods which the Custodian sold for $195.00, or which were used on the property or abandoned.

Mr. Kamada's fishing boat, for which he is claiming $450.00 was sold for $260.00.

Relative documents attached hereto.

TELEPHONE 106

COULTHARD, SUTHERLAND & CO., LTD.
ESTATE AND INSURANCE AGENTS
CAR FINANCING

609 COLUMBIA STREET,
NEW WESTMINSTER, B. C.

Your File: 4931.

March 16, 1943.

EXHIBIT No. 1036-10
DATE 12 May 1948
FILED BY J. W. G. Hunter

EVACUATION SECTION
Rec'd MAR 17 1943
File No. 4931
Ans.
Referred Gibson

Office of the Custodian,
Royal Bank Building,
VANCOUVER, B.C.

Attention Mr. Gibson.
RE: Tomizo KAMADA.

Dear Sir:

We have inspected the property of the above party and wish to report values as follows:

Dwelling.....	$400 00
Woodshed & Bath-house com.	125 00
Chicken house #1.....	315 00
" " #2.....	200 00
" " #3.....	350 00
" " #4.....	$ 350 00
	$1740 00

This house is equipped with a tin chimney and we recommend the construction of a brick chimney which will eliminate the additional premium of $35.00. Kindly find our cover note attached.

Enclosure - See March 15, 1943

Yours very truly,
COULTHARD, SUTHERLAND & CO. ~~LTD.~~

F. H. Coulthard.

APPRAISAL SHEET

4931 January 22nd, 1946.

Re: Tomizo KAMADA, 1325 Bailey Rd., Surrey

Under instructions from the Custodian's Office we have appraised and sold to the tenant, M. A. Toews, the following goods:

A few household effects
2 electric brooders
Brooder stoves
1 oil incubator $ 140.00

LESS OUR COMISSION: 14.00

TOTAL: 126.00

TRAPP MOTORS, LTD.

WJI:DP

and approved

Submitted to Rural Advisory Committee : 22/3/46

EXHIBIT No. 1036-11
DATE 12 may 1948
FILED BY

EXHIBIT No. 1036-12
DATE 12 May 1948
FILED BY Geo. Hunter

INVENTORY OF CHA TTELS BELONGING TO

KA MA DA ,Tomizo#03511
Bailey 7/4 Rd. Surrey.

IN HOUSE

1 Bed com plete and mattress.
1 Dresser.
1 Bed stea d.
1 Wash stand.
1 Ctn., of ja p dolls.
6 Ch airs.
1 Gra maphone cabinet.
2 Benc hes.
3 Tables.

WOODSHED

2 Tables H.M.
1 Saw vise(wood)
1 Gross c ut sa w.
2 Galv. Buc ke ts.

PA CKING HOUSE

1 Egg sca le.
2 Tables. H.M.
1 Bu nk. "
1 Wheelbarrow.
1 Step la dder.
1 Old Range.
1 Food cooler.
1 20-gal. Crock.

PACKING HOUSE (ATTIC)

3 Ctns. sealers.
1 Bun d le of fish net.
1 Jap treatment devise .
1 Copper wa sh boiler.
1 Para sol.
11 Metal feed trou ghs.
12 1-gal. Metal water fountains.
4 1- " Crock " " .
6 Rasps. c ra tes.
1 1-gal tin of DRY LIME S ULFUR.
5 lbs. of wettable sulfur.
2 Bundles of broom hand les.
1 Lg e. ctn. of mi xed crock wa ter fountains.
1 Suit case.
1 Straw suit ca se.

CHICKEN HOUSE

Sm. qu misc. tools.
2 Electric brooders.
App. 50 sacks of cru.lime.
1 Fish net float.
1 Nte roller (for boat)
NET

OUT SIDE

2o Sacks of cru. lime.
1 Cloths line.
2 Ladders.
37 pcs. of tile drain pipe.
4 Barrels.
Qu. mixed used lumber.

UNDER HOUSE

Qu. of fire brick.
Qu of pickers trays.

Colony houses are all enclosed with chicken-wire netting.

N.B. also oil incubator included in lease

Signed. R.M. Anderson.

April 13/43.

Lease No. 98 File No. 4931

J2674

This Indenture,

Made in triplicate this Twelth day of December A.D. 1942.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Copy for file
Original for Lessee
SS 2174 #3

TOMIZO KAMADA

Between:

THE SECRETARY OF STATE FOR CANADA, acting in his capacity as Custodian under and by virtue of Order-in-Council P.C. 1665, and Amendments thereto.

Hereinafter referred to as the LESSOR OF THE FIRST PART.

And:

BERNARD SMITH (Farmer) of 1325 Bailey Road, R. R. #1, New Westminster, in the Province of British Columbia.

Hereinafter referred to as the LESSEE OF THE SECOND PART.

Witnesseth, that in consideration of the rents reserved under the covenants and agreements hereinafter contained the Lessor doth demise and lease unto the Lessee, **All and Singular** that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Delta, in New Westminster District, in the Province of British Columbia, more particularly described as

Lots Seventy-five and seventy-eight (75 & 78) of part of Lot Four hundred and forty (440), Group Two (2), according to a registered map or plan thereof deposited in the Land Registry Office, City of New Westminster, Province of British Columbia, and therein numbered Eleven hundred and thirty-three. Certificate of TITLE NO. 107257E.
(Also known as 1325 Bailey Road.)

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining, saving and excepting thereout sufficient space to be reserved for the sole and exclusive use of the Lessor in storing certain chattels and effects now on the premises.

and reserved to the Lessor, and reserving also to the Lessor and to tenants of the Lessor occupying adjoining lands from time to time, their respective families and servants, and all other persons with the Lessor's or their permission, going to or from the said adjoining lands, free and uninterrupted right at all times hereafter and for all purposes to go, return, pass and repass with or without horses, cattle, and vehicles from and to any highway by crossing through and over the demised premises; **and Doth Further Let on Hire** the following chattels, namely:—

1 Electric Brooder
1 Oil Incubator
2 Hoes
1 Axe & 1 Cross cut saw

EXHIBIT No. 1036-13
DATE 12 May 1948
FILED BY [illegible]

from the Second day of November A.D. 1942, (or from the date hereof) for the term of - One (1) - years thence ensuing and fully to be determined on the Thirtieth day of October, 1943.

Yielding during the said term therefor the clear (annual) rent of $210.00 Two hundred and ten Dollars, of lawful money of Canada, payable to the Lessor at the Office of the Custodian, Vancouver, British Columbia, on the following days and times, that is to say: $17.50 Seventeen dollars & fifty cents monthly the first payment to be made on the Second day of November, A.D. 1942. and the further sum of seventeen dollars and fifty cents ($17.50) on the second day of each and every month thereafter, until the said term has been completed.

2. **That** the said Lessee covenants with the said Lessor to pay rent; ~~and to pay taxes~~; and to pay rates and charges for water, electric light, gas and telephone. AND TO repair; and to keep all ditches and drains clean, open and free from obstruction and in good working order; and to keep up fences; and not to cut down timber; ~~and to insure against fire in the joint names of the said Lessor and the said Lessee, show receipts and to rebuild in case of fire;~~ AND that the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice, and that the said right of entry and to view the state of repair shall extend to every person to whom may be delegated any power or duty conferred or imposed on the Custodian and to every person authorized by the Director of Soldier Settlement of Canada to act as an Inspector. AND will not assign without leave; and will not sublet without leave; and that he will leave premises in good repair excepting only reasonable wear and tear and damage by tempest; AND that he will not carry on any business on the premises that shall be deemed a nuisance.

The foregoing words of this clause found in Column One (1) of the Short Form of Leases Act shall be constructed according to the extended form in Schedule Two (2) of that Act.

3. **The Lessee Further Covenants and Agrees with the Lessor:—**

(a) To manage, cultivate and manure the portions of the premises now or hereafter brought under cultivation in a good and husbandmanlike manner and in accordance with the most approved method of husbandry used in the district, and to use the said cultivated lands for the purpose of producing the type of crops heretofore produced thereon, and to keep all arable lands clean and free from weeds, and to protect, preserve, prune and manage all orchard, fruit, shade and ornamental trees on the premises.

(b) To spread on the land in a husbandmanlike manner all manure produced on the said premises and not to remove from the lands any manure on the expiration of the term.

(c) During the continuance of the term at his own expense to keep the said chattels in good and substantial repair and condition and to keep the owner indemnified against all loss of, from and against the said chattels from whatever cause it may arise, save only reasonable wear and tear.

(d) Upon the expiration of the term either by effluxion of time or by the Lessor under the right reserved to that effect to deliver to the Lessor peaceably and at the Lessee's risk and expense the said chattels at the said premises.

(e) ~~To keep the hired chattels insured in the name of the Lessor throughout the term against loss or damage by fire to the full insurable value thereof with some reputable insurance company~~.

(f) To observe fully and at all times the right of way reserved to the Lessor and to tenants of the Lessor occupying the adjoining lands for the time being, their respective families and servants, and all other persons with the Lessor's or their permission going to or from the said adjoining lands.

(g) To put all plumbing works, sanitary arrangements and drains in condition to comply with the requirements of the Municipal Health Officer and of the Board of Health of the Municipality and to comply forthwith with all notices and requests of the Municipal Health Officer or of the Board of Health of the Municipality.

4. **Provided Always** and it is expressly agreed that if the rent hereby reserved, or any part thereof, shall be unpaid for fifteen (15) days after any of the dates after which the same ought to have been paid although no formal demand shall have been made thereof, or in case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the said Lessee, his heirs, executors, administrators and assigns, or if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or in the event of the Lessee failing to keep possession of any of the said chattels, then in any of such events the then current year's rent shall immediately become due and payable, and it shall also be lawful for the said Lessor, his successors in office or assigns, at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy as of his or their former estate, anything herein contained to the contrary notwithstanding.

5. **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, and such notice shall have been deemed to have been received by the Lessee on the date on which it shall have been deposited in the Post Office at Vancouver, British Columbia, and mailed and addressed to the Lessee at ,

British Columbia; Such notice may also be served upon the Lessee personally or by posting it on any part of the said premises if vacant, or by serving it upon any grown up person on the said premises if occupied and if the Lease shall terminate as herein provided on any day other than the

last day of the year of the tenancy the rent for the year in which the lease terminates as aforesaid shall be apportioned by charging the Lessee a reasonable rent having regard to the stipulated rent, and the opportunity of the tenant to have obtained or to obtain the crops in that year, reserving to the Lessee the right to re-enter upon the demised premises to cultivate and harvest crops maturing in the year of the tenancy in which the termination occurs unless the incoming occupant shall pay to the Lessee a fair value for the crops maturing at the time of the termination, which value shall be determined by a person appointed by the Lessor or by an authorized Deputy of the Lessor in his capacity of Custodian from those persons to whom may be delegated any power or duty conferred or imposed on the Custodian.

6. The Lessor covenants with the Lessee for quiet enjoyment.

The covenants of the Lessee and the reservations herein contained shall enure to the Lessor, his successors in office and assigns, and shall be binding upon the Lessee, his heirs, executors, administrators and assigns.

In Witness Whereof the Lessor as Custodian has executed these presents by his duly authorized deputy, and in witness whereof the hand and seal of the Lessee, all on the day and year first above written.

Signed by the said Lessor by his authorized deputy, in the presence of:—

A. M. Wilcox

(G. W. McPHERSON)
Authorized Deputy of the Secretary of State and/or Custodian

Signed by the said Lessee in the presence of:—

K. M. Anderson

Bernard Smith

Approved by the Director of Soldier Settlement of Canada. as to land.
By his authorized representative.

District Superintendent.

Dated A.D. 194

THE SECRETARY OF STATE
OF CANADA

— and —

BERNARD SMITH

Lease

(YEARLY BASIS)

LOCKE, LANE, GUILD & SHEPPARD
Barristers, etc.,
Vancouver, B. C.

(H) Apart from the hired chattels, to warehouse and store upon the demised premises those chattels and effects of the Lessor now upon the demised premises, hereinafter called the stored chattels, by placing the said stored chattels in a place reasonably safe and to use reasonable care for the protection thereof.

(I) From time to time to deliver up to the Lessor the stored chattels or such portions thereof as the Lessor may demand and to re-deliver to the Lessor the hired chattels in the event of the Lessor so demanding by reason of judgment obtained against the Lessee, or breach of any term of this Lease, or by reason of the Lessor considering his right to the hired chattels to be endangered by their continuing in the possession of the Lessee, of which the Lessor shall be the sole judge.

(J) At the request of the Lessor from time to time to deliver to the Lessor an order on any third person to whom the Lessee may have marketed or delivered any of the crop from the demised premises and in such form as the Lessor may request directing such third person to pay to the Lessor from the proceeds of any crop or of any monies payable to the Lessee a sum equivalent to the rental for the current year.

Geo. Lusso
Signature of the Lessor.

Bernard Smith
Signature of the Lessee.

Confirmed — KAB

MEMORANDUM

December 12, 1949.

TO: Mr. F. G. Shears

FROM: Mr. J. Cuming

Re: Case No. 1036 - Tomizo KAMADA

Mr. Justice Bird noted a Special Award of $327.00 in this case.

The above figure of $327.00 is actually the total of the "Miscellaneous Chattels" award, and while we disagree with any award on a claimed value of $620.00 for electric wiring, the Commissioner at Pages 7 and 8 of the Transcript stated the Claimant was entitled to compensation.

On our ledger sheets this claimed amount and award have been charged to V. L. A. together with Pumps, etcetera.

No electric wire was declared on Form JP, but the Claimant sent an undated supplementary list declaring 4500 feet valued at $500.00.

Exhibit No. 6 notes 4500 feet purchased in 1940 for $600.00.

Page 2 of Exhibit No. 7 notes various lengths of wire to a total of 3300 feet at a value of $500.00.

The V. L. A. appraisal (Exhibit No. 2) notes the existence of the electric wiring without placing a specific value on same. However as all the chicken houses, etc., are listed and the remark "Electric lights" appears at the end of the list, this office takes the stand that the value of the wiring was taken into consideration when the chicken houses, etc., were valued.

N.G.C.

JC/ER