Name of Claimant MIMURA, Jitsutaro Case 535

Custodian File 3945

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: % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
					644.00		504.42				504.42

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 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	
224.66	67.40	20.22	30%	141.84	42.55			62.77

TOTAL RECOMMENDATION	567.19

1540

CASE NO: 535.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,

August 5th, 1948.

IN THE MATTER OF THE CLAIM OF

JITSUTARO MIMURA.

PROCEEDINGS AT HEARING.

Original.

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

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

10 Lethbridge, Alberta,
August 5th, 1948.

IN THE MATTER OF THE CLAIM OF

JITSUTARO MIMURA.

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

THE SECRETARY: Case No. 535, Jitsutaro Mimura.

JITSUTARO MIMURA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Mimura, you have a claim for farmland?

A Yes.

Q And that land is described as Lot 3 of the West part of the Southwest Quarter of Section 16, Township 13, Map 5637, of the District of New Westminster?

10

A Yes.

Q Now with respect to that land I want to show you this form (indicating). A: Yes.

Q Have you read that form over?

A Yes.

Q And have you signed it?i A: Yes.

Q And are the particulars contained in it true and correct to the best of your knowledge, information and belief? A: Yes, it is true.

20

MR. HUCKVALE: I tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. HUCKVALE: And I would ask my friend if he would file on behalf of the Crown the farm appraisal report.

(APPRAISAL REPORT marked EXHIBIT NO. 2).

MR. HUCKVALE: Q: Now, Mr. Mimura, I want to show you this document. Will you tell me what it is, please?

A Yes, I have seen this before.

Q And is that the agreement under which you bought this land? A: Yes, it is.

30

MR. HUCKVALE: I will tender that, sir.

(AGREEMENT MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q: Now you agreed to pay $600.00 for the land? A: Yes, I did.

Q And did you pay it? A: Yes.

Q Now in your claim, Mr. Mimura, you set out a list of chattels for which you are making a claim?

A Yes, it is just an approximate estimate.

Q And with respect to those chattels I want you to
10 look at that form? A: Yes.

Q Have you read that form over? A: Yes.

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

A Yes.

Q And is that your signature on it?

A Yes.

MR. HUCKVALE: I tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 4).

MR. HUCKVALE: Perhaps my friend would file the personal
20 property analysis.

(ANALYSIS MARKED EXHIBIT NO. 5).

MR. HUCKVALE: Q: Mr. Mimura, do you remember that one item of your claim was a small table?

A Yes.

Q What condition was it in when you were evacuated?

A It was about in the same condition as when I bought it.

Q And you claimed three beds with mattresses and springs? A: Yes.

30 Q And what condition were they in when you were

evacuated? A: They weren't in very good condition.

Q Now you also claim a chest of drawers which you valued at $197.50? A: I am not quite certain of the value but it is just an approximate estimate.

Q Oh, I beg your pardon; I am wrong; I think that $197.50 refers to several items, not just that one alone. I think that is all, Mr. Mimura.

10 Will you answer Mr. Rice.

MR. RICE: I am submitting, your Honour, that the land was sold at its fair value. I am submitting that the chattels that were sold or disposed of by the Custodian were sold at their fair value. The only item that was lost or not accounted for is apparently two bags of fertilizer which were not declared by the claimant in his J.P. form and the Custodian has no record of that.

20 CROSS-EXAMINATION BY MR. RICE:

Q On the 29th of April, 1942, you leased your property to Michael Geisler, did you not?

A Yes.

Q The lease to run nine months from the 1st of May, 1942? A: Yes.

Q Where was the fertilizer left?

A In thepacking house.

Q On your farm? A: Yes.

Q Was it locked up?

30 A No, it wasn't locked up.

MR. HUCKVALE: These packing houses or sheds are just open with no sides; they do not lock up.

MR. RICE: Oh, I see. I wish to tender, your Honour, as an exhibit, a real property memorandum showing the assessed value of this property, as land $150.00, improvements $650.00, totalling $800.00.

(MEMORANDUM MARKED EXHIBIT NO. 6).

MR. RICE: I take it that my learned friend is not amending his claim so far as the buildings are concerned.

MR. HUCKVALE: No, sir.

MR. RICE: They were valued at $1565.00 and in the real estate valuation they run to $1700.00.

MR. HUCKVALE: No, we will accept $1565.00.

MR. RICE: And the value of the land and crops is $3350.00.

MR. HUCKVALE: That is right.

MR. RICE: Q: Was the land in crop when you leased it?

A Yes.

Q Then you sold it, did you not?

A Yes, I sold that year's crop, '42.

Q And you got the money for it? A: Yes.

Q How much did you get for it, $350.00?

A Yes.

MR. HUCKVALE: It is pointed out on the real property form that he sold that. In fact, he sold one year's crop for more than the whole value of the land under the appraisal.

MR. RICE: The claim as filed is land and crop $3350.00.

MR. HUCKVALE: Read the real property form at the bottom.

THE SUB-COMMISSIONER: He says by that that the $3350.00 includes the land, plants and trees. He is not referring to the crop sold.

MR. HUCKVALE: Not the crop for any specific year.

THE SUB-COMMISSIONER: No, that is on Exhibit 1.

MR. RICE: Q: The heater referred to in your claim, that was made out of tin, wasn't it?

A Yes, black iron.

10 Q Black iron? A: Yes.

Q No legs on it?

A No, it had no legs.

Q A home-made affair? A: No, I bought it. The heater had legs when I first bought it but I took them off and laid it on a sand foundation to make it safer.

Q That is all, thank you.

MR. HUCKVALE: That is all, thank you, Mr. Mimura.

(Witness aside)

20 (PROCEEDINGS ADJOURNED SINE DIE)

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

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

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

30

D.M. Lamanson
SUB-COMMISSIONER.

Case No. 535

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.

NOV 20 1947
ACKNOWLEDGED

File No 3945

Lethbridge

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

(1) NAME MIMURA JITSUTARO (RCMP) Reg. No. 11810 11890
(Print) Surname Given Name

(2) Pre-Evacuation Address Aldergrove, British Columbia.

(3) Present Address Diamond City, Alberta.

(4) REAL ESTATE

(a) Street Address (if any) Aldergrove, British Columbia.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Lot 3 of the West Part of the S. W. ¼ of Sec. 16, Tp. 13, Map 5637, in the District of New Westminster.

(c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) ~~Residence~~ Type of business
(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 and crop - - - - - - - - - - - - - $ 3350.00
(ii) Buildings - - - - - - - - - - - - - - - - $ 1565.00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 4915.00
(v) Amount at which Custodian sold property and credited your account - - $ 641.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 4274.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
In house and on farm

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

(c) How stored or packed at time of evacuation
Not packed

(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")

Turned over to Custodian by ~~Assce.~~ LESSEE

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

1.	Kitchen Range	Estimated Value $ 65.00
2.	6 Kitchen chairs, 1 kitchen table, 1 Cabinet	Estimated Value $ 27.50
3.	2 Bookcases, 1 small Table, 1 arm chair, 1	Estimated Value $
4.	writing desk.	Estimated Value $ 79.75
5.	3 Beds (with mattresses)& springs), 1 wardrobe,	Estimated Value $
6.	1 chest of drawers.	Estimated Value $ 197.50
7.	1 heater	Estimated Value $ 4.75
8.	2 Linoleum rugs	Estimated Value $ 32.00
9.	1 Platform scale, 1 wheelbarrow, 1 straw trunk, 2 bags fertilizer,	Estimated Value $ 25.00
10.		Estimated Value $
	Less proceeds of auction - - - TOTAL CLAIM FOR PROPERTY LOSS	$ 431.50 60.60 $370.90

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) - $ 4644.90

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

Lethbridge

(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)
Province of Alberta)
TO WIT:)

I, Jitsutaro Nimura of the Village of Diamond City in the Province of Alberta,

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 Lethbridge, in the Province of Alberta, this 14th day of November, A.D. 1947.

J. J. Nimura

W. E. Buckwale 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.

MIMURA T.

(Claimant's Name)

REAL ESTATE
(Farm Land)

11810

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 Cultivated not planted Cultivated and not in crop List Crops 1 1/3 acres strawberries 8/10 " Asparagus 1.1 " Garden 30 fruit trees	10.016	15th March 1938	K.Morikawa	$600.	Uncleared	Nil	
Total							

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

Description	When Made	Cost
3.2 acres cleared)	1938-41	
.3 acres partly cleared)		$1000.00
Well, 25' deep		100.00

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
House	24 x 28	Frame	1938	$900.00	$260.00	$600.00	$260.00	$1500.00
Chicken House	13 x 24	"	1938	100.00		100.00	100.00	100.00
Garage & Bath house	16 x 20	"	1938	75.00		50.00	50.00	50.00
Packing Shed	12 x 12	"	1939	Own lumber from land		50.00		50.00

HOWARD SMITH
BELLEFAST BOND

EXHIBIT No. 535-1
DATE Aug. 5/48
FILLED BY Cor Stuchvale

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

Land was bought as raw bush land for $600. at a time when prices were low. After expensive and laborious clearing appraiser now gives value of land at $231.16. I refused an offer of $2000. for the place before evacuation. My asparagus was just getting profitable when I left. I got 9 tons to the acre from strawberry crop. I leased land on 29th April 1942 for 9 months at a rental of $375.00. This was under circumstances of evacuation, but even at that represents more than the value of land as shown in appraisal. Water supply was good all year round - in fact I supplied 3 neighbours! My claim reads "Land & Crop $3350." By that I mean the fair value of the land together with all plants and trees.

T. J. Mimura
Signature

BC-377-P

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

Farm Appraisal Report

File No. JL-251

Land Description Lot 3, SW¼ Sec.16, Tp.13, Map 5637.

Containing 10.016 Acres

Owner's Name T.J. MIMURA Post Office Address R.R., Aldergrove, B.C.

Nearest Rail Point Bradner - B.C.E.Ry. Distance 5½ miles

Market Town Abbotsford, B.C. Distance 8½ "

Church (give denomination) Aldergrove United Distance 2½ "

Nearest School Aberdeen Distance 2½ "

State how property was identified: By survey posts, map and roads.

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

On LeFeuvre Road about 1½ miles south of Highway, gravel, good.

Is this district a good one? Fair.

Employment opportunity Seasonal.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: Partly fenced on North & West Value $

Water supply: Wood cribbed well 15-20' deep. Value $

3945

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 28	Frame	9'	Shgl.	5 yr.	Cedar posts	Fair	400.00
Chicken hse.	12 x 24	"	8'	Shkes.	5 "	Posts	"	25.00
BARN Wood shed	16 x 20	" (Posts & Shakes)	7'	Shgl.	5 "	"	"	no value
BARN	x							
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

Total present day value $ 425.00

Total Value Buildings add to farm $ 425.00

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

$

Describe the basement and chimneys: No basement; stove pipe chimney.

No. rooms downstairs? 3 Upstairs? Boarded up How finished Partly boarded.

Are buildings painted? No Condition of paint -

Distance from nearst bush 30 yards.

EXHIBIT No. 535-2
DATE Aug. 5/48
FILED BY G R a Rice

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
3.2	Level and sloping.	Sandy clay or silt loam 6" - 14"	Sand & Clay	Asparagus, straws, also spuds and beans, mostly good.	50.	160.00

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	
.3	Sloping	Sdy.clay or silt lm. 6-14"	Sand & clay	Partly cleared, stumps	100.00	20.00	6.00
6.516	" & Rolling	" "	"	Clearing of bush	150.00	10.00	65.16

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 $ 231.16

Total added by buildings to value of farm $ 425.00

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

Total value of farm $ 656.16

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

In fair state of cultivation - rented to M.J. Geister for $375.00.

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

Small fruits - poultry.

Noxious weeds:

Some thistles and couch grass.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Taxes - $16.23 - Matsqui Municipality.

Date: June 10th, 1942.
Place: Abbotsford, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 9 day of June 1942.

Inspector's Signature "R.W. BROWN"

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

JL-251 - T.J. MIMURA

Farm Appraisal Report

Remarks: Property is located on the LeFeuvre road about 1½ miles South of the highway in a mixed farming district, but small fruits are also grown to some extent. The soil is a fairly good sandy or silt loam. The crops, asparagus and straws,etc. are in good shape and the farm appears to have been well looked after. There is a small area partly cleared, but the stumps have still to be removed. Clearing on the balance is quite heavy.

The house is in fair shape, although unfinished inside and the upstairs was boarded up,but indications are that it is also unfinished. There is some fencing on the North and West sides of lot, and water is obtained from a wood cribbed well 15-20' deep. Limited acreage with amount cleared and cultivated.

Electricity is not available at present.

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation.

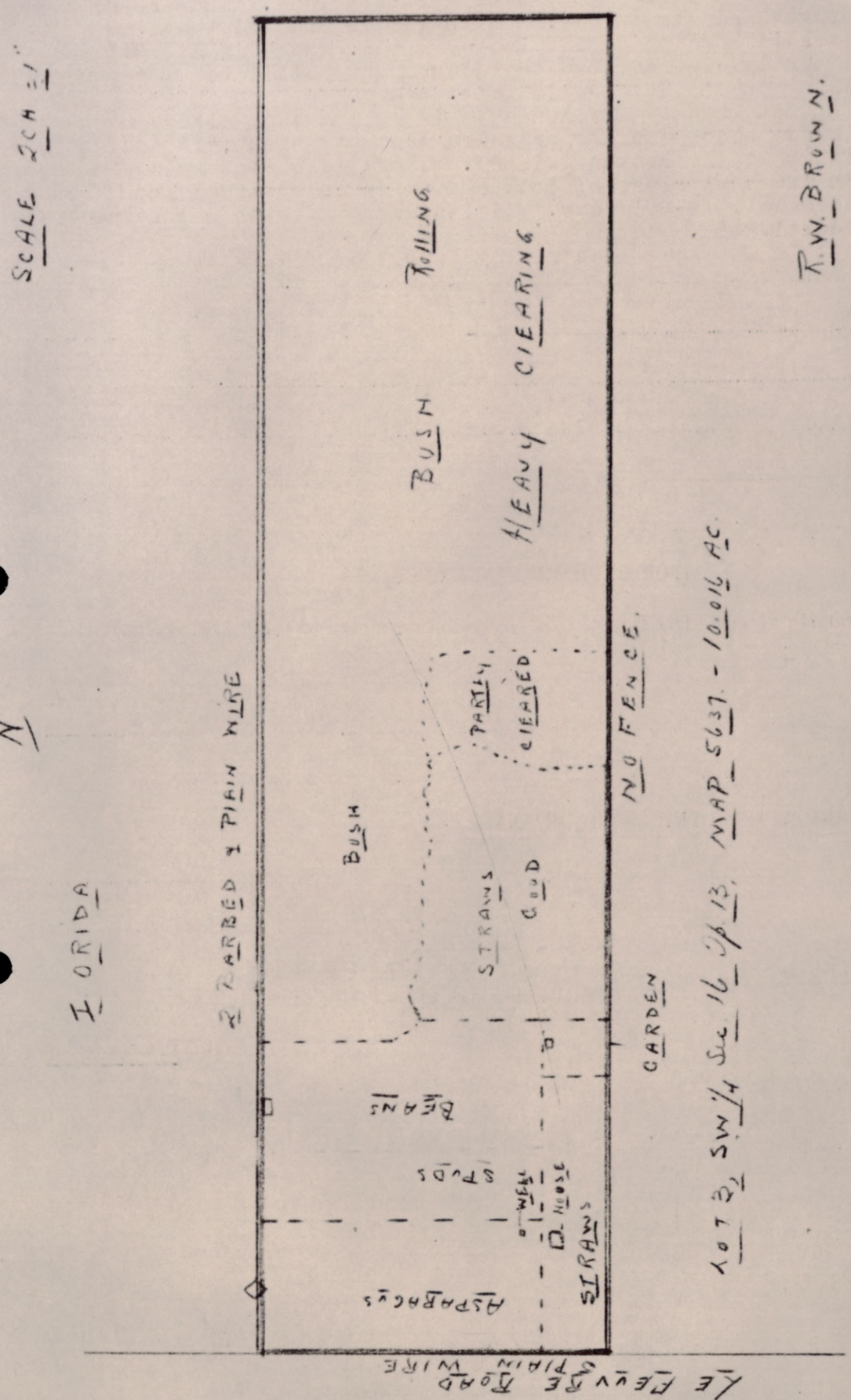
ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

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
Approximate acreage in small fruits,etc.	$
1.3 acs. straws	$
.8 " asparagus.	$
also 1.1 acres spuds, beans and garden.	$
	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

Diagram of Property



Following careful review of this appraisal report, it is my opinion that the present value is $ 650.00

Date 13th June 19 42.

"I.T. BARNET"

District Superintendent.

This Agreement,

made in duplicate this Fifteenth day of March in the year of Our Lord one thousand nine hundred and thirty-eight

BETWEEN

Name, Address, and Occupation of Parties

KATSUMI MORIKAWA of the town of Haney, in the province of British Columbia. Farmer.

hereinafter called the "Vendor" of the one part,

AND

THOMAS JITSUTARO MIMURA of the town of Haney, in the province of British Columbia. 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 and land premises situate, lying and being in the Municipality of ~~Maple Ridge~~ Matsqui, province of British Columbia, known and described as Lot Three (3) of the West Part of South West Quarter (S. W. ¼) of Section Sixteen (16), Township Thirteen (13), Map 5637. New Westminster District.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of SIX HUNDRED DOLLARS ($600.00)---------- Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of ONE DOLLAR ($1.00)---------- Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows: $100.00 on the 15th day of March, 1939, $100.00 on the 15th day of March, 1940, $100.00 on the 15th day of March, 1941, $100.00 on the 15th day of March, 1942, $100.00 on the 15th day of March, 1943 and $100.00 on the 15th day of March, 1944.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of Six (6%) per cent. per annum, payable with each payment of Principal.

EXHIBIT No. 535-3
DATE Aug. 5/48
FILLED BY W. Huckvale

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 well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payment 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 Purchasher 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 DISHARGED 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 the 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 non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the purchaser may at any time within the above mentioned period pay the balance of the purchase money of the said lands, and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

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

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require.

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

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

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

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature of Witness: Halbert Menzies

Street Address: Haney B.C.

City: Notary Public

Occupation: as to signature of K Morikawa

K Morikawa

T. J. Mimura

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT

I, of the of , in the Province of British Columbia, make oath and say:

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

Sworn before me at
in the Province of British Columbia, this
day of 193

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

FOR MAKER (INCLUDING MARRIED WOMAN)

I Hereby Certify that, on the sixteenth day of March 1938, at Haney, in the Province of British Columbia, KATSUMI MORIKAWA ~~(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 mentioned in the annexed instrument as the maker thereof, and whose name he has subscribed thereto as party , that he knows the contents thereof, and that he executed the same voluntarily, and that he is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at Haney in the Province of British Columbia, this 16th day of March in the year of our Lord one thousand nine hundred and thirty-eight.

H. Menzies

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

Note: When the person making the acknowledgment is personally known to the officer taking the same strike out the words in brackets.

FOR ATTORNEY

I Hereby Certify that, on the day of , 193 , 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 as the maker thereof, and is still alive to the best of his belief, and that he, the said knows the contents of said instrument, and subscribed the name of the said thereto voluntarily as the free act and deed of the said under authority of a power of attorney which has not been revoked.

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

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

Note: When the person making the acknowledgment is personally known to the officer taking the same strike out the words in brackets.

Dated March 15th 1938

Katsumi Morikawa

AND

Thomas Jitsutaro Mimura

Agreement for Sale of Land

THE MAPLE RIDGE LEADER - PRINTERS & STATIONERS

Lot 3, W part of S.W. ¼, Sec. 16, Twp. 13, Map 5637.

HAL MENZIES
HANEY, B.C.

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I Hereby Certify that, on the day of 193 , at , in the Province of British Columbia, (whose identity has been proved by the evidence on oath of , who is) personally known to me, appeared before me and acknowledged to me that he is the of , and that he is the person who subscribed his name to the annexed Instrument as of the said and affixed the seal of the to the said instrument; that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

Note: When the person making the acknowledgment is personally known to the officer taking the same strike out the words in brackets.

Date Paid	Principal	Interest	Paid to

MIMURA T.
(Claimant's Name)

PERSONAL CHATTELS

11810
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
Kitchen Range	1936	Used	$86.00	Good	$65.00
6 Kitchen Chairs, table etc.	1935	New	35.00	"	27.50
2 Book cases etc.	1936	"			

Description of Storage of Goods:

All chattels left in house. Tenant was allowed use of some articles and signed for same.

EXHIBIT No. 535-4.
DATE Aug. 5/48.
FILLED BY W. Hachiya.

General Statement as to Chattels not Described above:

Chattels are described in my claim form. Some small items which I left behind I did not claim for and I accept price Custodian got for them. The items on my claim form I have tried to give a fair value to. I cannot however remember exactly when I acquired them or what they originally cost.

Additional Comments, if any:

T. J. Mimura
Signature

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 3945 EXHIBIT No. _____

NAME MIMURA, Jitsutaro

REG. No. 11890

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
Declaration Apr. 14/42	Taken By			Auction	Tender &c		
Evacuation May 30/42	Date						
In my house at Aldergrove, B.C.		Kitchen range	65.00	F	7.00		
		6 kitchen chairs,		F	4.65		
Household furniture		1 cabinet		F	6.50		
Singer Sewing Machine		1 kitchen table	27.50	F	.50		
Carpets		2 bookcases,		F	4.00		
Ironing Sets		1 small table		F	.25		
Screen doors and windows		1 arm chair		F	.25		
Lamps and lanterns		1 writing desk	79.75	F	1.00		
Laundry equipment		3 beds (with mattresses & springs)		F	14.00		
Chinaware		1 wardrobe		F	8.00		
Carpenter tools		1 chest of drawers	197.50	F	7.00		
Electric appliances		1 heater	4.75	F	1.00		
		2 Linoleum rugs	32.00	F	5.00		
		1 Platform scale,		M	3.50		
		1 wheelbarrow		M	3.75		
		1 straw trunk		F	1.00		
		2 bags fertilizer	25.00				
		Claim:	$431.50		$67.40		
		Less Custodian Sale Price	60.60				
		TOTAL CLAIM:	$370.90				
		Also sold at Auction but not Claiming:					
		Dresser			5.00		
		Quilt			.25		
		Bench			1.00		
		Meat Safe			1.25		
		Table			.25		
		Sieve and frames			.50		
		Mail Box			5.25		
		Reservoir			.25		
		3 Cans			.25		
		Fuel Box			.25		
		Kitchen Cupboard			2.00		
		Stove pipes in house			1.00		
		1 Plank			.25		
					$17.50		

No. 3945 EXHIBIT No. _____ II CASE No. _____

No. 11890 VENUE LETHBRIDGE, ALBERTA.

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANY TIME	ABANDONED	NOT ACCOUNTED FOR THEFT &C	UNSOLD	REMARKS
ION	TENDER &c							
7.00								
4.65								
6.50								
.50								
4.00								
.25					(1) x			
.25								Broken
1.00								
4.00					(2) x			
3.00								
7.00								
1.00								Made of tin - no feet
5.00								
3.50								
3.75								
1.00								
						x		
7.40								
5.00								
.25								
1.00								
1.25								
.25								
.50								
5.25								
.25								
.25								
.25								
2.00								
1.00								
.25								
7.50								

RECAP:

Goods valued by Claimant at $431.50 sold for $67.40
Goods not being claimed for were sold for.....17.50
$431.50 $84.90

NOTE-Government Counsel:
Possible Agencies: (1) Pacific Co-operative Union
(2) Mr. Michael Geisler, Lessee.

EXHIBIT No. 535-5
DATE Aug 5/48
FILLED BY G. E. Rice

W. Johnston

I

File No. 3945 May 25, 1948.

REAL PROPERTY MEMORANDUM

Re: Mr. Jitsutaro MIMURA
Registration No. 11890

Veterans' Land Act transaction.

One Real Property only included, being:

Lot 3 of the West part of the South West quarter of Section 16 Township 13, Map 5637, Municipality of Matsqui in the District of New Westminster.

Assessment (1943): Taxes: $16.23

Land.....	$150.00
Improvements...	650.00
TOTAL-	$800.00

Soldier Settlement Board Valuation:

Land.....	$231.16
Improvements..	425.00
TOTAL-	$656.16

Sold to Director, Veterans' Land Act for $644.00.

Claimant's Valuation:

Land and crop*	$3,350.00
Buildings	1,565.00
TOTAL-	$4,915.00

* Mr. MIMURA, under arrangement with the Pacific Cooperative Union, leased his property to Michael Geisler for 9 months from May 1, 1942, for $375.00.

Relative documents attached to Claim File.

WJJ/HMS

.....W.J. Johnston.....

EXHIBIT No. 535-6.
DATE Aug. 5/48
FILED BY Ira Rice