

Name of Claimant

KINOSHITA, Kazuo

Case.....565

Custodian File

3107

<u>REAL PROPERTY</u>											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices	Sale Price	Total Award 125% of all Sale Prices:	% of Total	Amount	
						% of Total		% of Total			
<u>PERSONAL PROPERTY</u>											
Motor Vehicles		Boats and Boat Gear									
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column				
910.00	227.50										100.00 227.50
<u>NETS</u>											
Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price						
<u>MISCELLANEOUS CHATTELS</u>											
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price				
TOTAL RECOMMENDATION											327.50

CASE NO: 565.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,

August 12th, 1948.

IN THE MATTER OF THE CLAIM OF

KAZUO KINOSHITA.

PROCEEDINGS AT HEARING.

Original .

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 L.H. STACK, SUB-COMMISSIONER).

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Lethbridge, Alberta,
 August 12th, 1948.

IN THE MATTER OF THE CLAIM OF
KAZUO KINOSHITA.

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.

MIS LILLIE THOMAS, Secretary.
 D.J. HANDFORD, Esq., Official Interpreter.
 S.R. HOWARD, Esq., Official Reporter.

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K. Kinoshita,
In Chief.

THE SECRETARY: Case No. 565, Kazuo Kinoshita.

KAZUO KINOSHITA, the claimant herein,
being first duly sworn, testified
as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q You are going to get along in English, are you?

A Pardon?

Q You are going to get along in English, are you,
Mr. Kinoshita?

10 A I think so.

Q Now you are claiming with respect to a Ford 2-ton
truck with a box and extra equipment?

A That is right.

Q And with respect to a Ford De-Luxe sedan equipped
with a heater and 3 new tires?

A Yes, that is right.

Q Now concerning those two vehicles, will you take
a look at that form (indicating), please?

A Yes.

20 Q And have you read that over?

A Yes, I have..

Q And is that your signature on it?

A Yes.

Q Are the particulars contained in it true and
correct?

A: That is
right.

MR. HUCKVALE: I tender that as Exhibit 1.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Q: Now I take it that both of those

30 vehicles were delivered by you to the Royal

Canadian Mounted Police, Hastings Park?

A That is right.

Q I show you this form pertaining to the Ford touring Fordor with heater; is that your receipt from the R.C.M.P. for that car?

A Yes.

MR. HUCKVALE: I put that in, sir.

(R.C.M.P. REPORT MARKED EXHIBIT NO. 2).

MR. RICE: Is that for both of them or just one?

10 MR. HUCKVALE: No, that is just one.

Q I show you a R.C.M.P. exhibit report with respect to the 1938 Ford truck with power brake. Is that the receipt for that car?

A Yes, that is right.

MR. HUCKVALE: I tender that, sir.

(R.C.M.P. REPORT MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q: Now I show you what purports to be a copy of a conditional sales agreement showing the purchase price of the Ford sedan to be

20 \$598.75?

A: Yes.

Q Is that a copy of the agreement under which you purchased that Ford sedan?

A Yes, that is the bill of sale.

MR. HUCKVALE: I tender that, sir.

(AGREEMENT MARKED EXHIBIT NO. 4).

MR. HUCKVALE: And with respect to the truck, the Ford truck, I show you this conditional sales contract showing the purchase price to be \$1190.00. Is that a copy of the contract signed by you?

30 A Yes, that is right.

K. Kanoshita,
In Chief.
Cross-Exam.

MR. HUCKVALE: I tender that, sir.

(SALES CONTRACT MARKED EXHIBIT NO. 5).

MR. HUCKVALE: Q: Now I take it that both of these vehicles were equipped with 1942 licences?

A No, just the passenger car.

Q The passenger car only?

A Yes.

Q With the 1942 licence when turned into Hastings Park?

A: Yes, that is

10 right.

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

MR. RICE: I am submitting, your Honour, that both the sedan and the truck were sold by the Custodian for their fair market value.

CROSS-EXAMINATION BY MR. RICE:

Q The sedan you purchased for \$598.75?

A Yes.

20 Q It was a 1935 8-cylinder Ford?

A That is right.

Q And you traded in a car for which you got a credit of \$250.00 when you bought it?

A Yes, I think so.

Q The truck that you purchased, the price of that was \$1145.00?

A: Yes.

MR. HUCKVALE: \$1190.00.

MR. RICE: Q: And then there was some special equipment on it?

30 A Yes.

- Q Special equipment? A: Tires and wheels.
- Q Amounting to \$45.00?
- A Yes.
- Q What was that, a spare tire?
- A \$45.00?
- Q Yes. A: That must be insurance.
- Q No, it says extra equipment, \$45.00.
- 10 A Extra equipment?
- Q Yes, would that be a spare tire?
- A Yes, I think it would be a spare tire, maybe.
- Q And you bought that in 1938?
- A '39.
- Q This form says it was a new 1938 Ford?
- A I purchased this brand new in 1939.
- MR. HUCKVALE: The date of the contract is the 20th of March, 1939.
- MR. RICE: Q: But it was a '38 model?
- 20 A Yes, it was a late '38.
- Q And you traded in a light delivery truck on that valued at \$415.00?
- A Yes.
- MR. RICE: I wish to file a memorandum of the sale and the valuation of the automobile and the truck.
- THE SUB-COMMISSIONER: File it as one exhibit?
- MR. RICE: Yes, file it as one exhibit.
- (MEMORANDUM MARKED EXHIBIT NO. 6).
- 30 MR. RICE: That is all, thanks.

K. Kinoshita,
Re-Direct Exam.
Re-Cross Exam.

RE-DIRECT EXAMINATION BY MR. HUCKVALE:

Q I would just like to get it straight on the record. You were advised of the sale of the truck by a letter dated the 14th of January, 1943, is that correct?

A Yes, I think so.

Q And of the sedan by a letter of January 12th, '43?

A: Yes.

10 Q I take it from your own experience that the vehicles would deteriorate considerably in the length of time that had elapsed between delivering them to Hastings Park and the dates I have mentioned, is that correct?

A Oh, I don't know; if you don't use it very much I think it would be all right.

Q And depending how they were kept?

A Yes, how they were stored.

RE-CROSS EXAMINATION BY MR. RICE:

20 Q As a matter of fact, automobiles went up in price during that period.

MR. HUCKVALE: It doesn't look like it.

A Yes, they went up.

MR. RICE: Q: They went up in price? A: Yes.

Q So that nothing was lost in that regard.

MR. HUCKVALE: That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

Certified a true and accurate transcript.

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

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Certified Correct.

D. H. Stock
SUB-COMMISSIONER.

NOV 27 1947

Case No. 565

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

[Signature]

2107

[Signature]

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

(1) NAME KINOSHITA KAZUO (RCMP) Reg. No. 12813
(Print) Surname Given Name

(2) Pre-Evacuation Address Brown Rd. R.R. No. 1, Langley Prairie, B.C.

(3) Present Address Box 336, Raymond, Alberta.

(4) REAL ESTATE

(a) Street Address (if any) _____
City or Municipality, Province

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

(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.) _____

(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) - - - - - \$ _____
- (v) Amount at which Custodian sold property and credited your account - - - \$ _____
- (f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ _____

(5) PERSONAL PROPERTY

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

Claimed by Custodian on March 11, 1942. (Hastings Park)

(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 _____

(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")

In Custodian's Care in Hasting's park

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

1. One 1938 Ford 2-ton truck with box	Estimated Value \$	
2. and extra equipment (1941 lic. No. CT968)	Estimated Value \$	1100.00
3. Custodian's selling price	Estimated Value \$	550.00
4. Loss.....	Estimated Value \$	\$ 550.00
5. One 1938 Ford De Luxe sedan equipped with	Estimated Value \$	
6. heater and 3 new tires (1942 lic. No. 61175)	Estimated Value \$	650.00
7. Custodian's selling price	Estimated Value \$	360.00
8. Loss.....	Estimated Value \$	\$ 290.00
9.	Estimated Value \$	
10.	Estimated Value \$	

TOTAL CLAIM FOR PROPERTY LOSS \$ 840.00

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) - - - - - \$ 840.00

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.) (b) Do you require the services of an interpreter at the hearing? Yes or no NO

LETHBRIDGE

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, Kazuo Kenoshita
of RAYMOND

of the TOWN
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 27 day of November)
A.D. 1947. W. J. Jas.)

Kazuo Kenoshita
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.

<u>Description of Major Items (and particularly of goods lost, stolen or destroyed)</u>	<u>Approximate Date Purchase</u>	<u>New or Used When Purchased</u>	<u>Price Paid</u>	<u>Condition when Evacuated</u>	<u>Estimated value at Date of Evacuation</u>
1938 Ford 2Ton Truck	28th March 1939	New	\$1190.00 plus Insurance 43.00 License 35.00 Box 150.00 Power Brake 100.00	good	\$1100.00
1935 Ford DeLuxe Sedan	20th October 1941	Used	\$598.75 License \$20.00 2Tires 30.00	good	\$650.00

Description of Storage of Goods:

Both vehicles delivered to R.C.M.P.

EXHIBIT NO. 565-1
 DATE Aug 12/48
 FILLED BY W.L. Huchvale

General Statement as to Chattels not Described above: 1938 Ford Truck had been driven approx. 30,000 miles. I changed the tires all round at a cost of approx. \$200. in 1941. I also overhauled motor at a cost of \$50.00 in 1941. When I bought truck it was simply a chassis. I had to buy 5 new wheels for truck to take extra size tires (these cost me approx. \$40.00). I also installed a dual horn. All these items are in addition to the ones listed above.

1935 Ford Sedan. I paid \$35. for mechanical work to put this car in first class shape after I bought it. I drove this car hardly at all until Spring 1941. I only had my 1942 License about a week when I had to turn this car in to Hartung Park

Additional Comments, if any:

Kazuo Kinoshita
 Signature

565 - 2
EXHIBIT No.
DATE Aug. 12/48
FILED BY
W. E. Huckvale

ROYAL CANADIAN MOUNTED POLICE
Exhibit Report

Detachment
Seizure No. X 899

Detachment File No.
Sub-Division File No.
Division File No. E 269-G-13-3
Headquarters File No.

Detachment
Sub-Division
Division "E"
Date March 11th 1942

RE:- KINOSHITA, Kazuo R. R. 1 Langley Prairie B.C.

On March 11th 1942, I H. F. Price RCMP

Came into possession of the following goods by:-

SURRENDER UNDER O.I.C. P.C. 1486

No. of Pkgs.	Capacity or Size	Description of Contents Details to be given in full
	LICENSE NO. (42) 61175	TIRE NUMBERS 5
	MAKE & MODEL Ford touring fordor 35	
	SERIAL NO.	
	ENGINE NO. C18Z6815	
	SPEEDOMETER READING 9108	
	CONDITION	
		appears good

EXTRA EQUIPMENT

Heater

DESCRIPTION & CONDITION
VERIFIED

"K. Kinoshita" #12813
Signature of Owner
Japanese Registration No.

Handed over to representative of
Custodian whose signature in receipt
thereof appears hereunder

"G. T. Cruise"
March 11/42

DATE:

"H. F. Price"

Signature of Member Submitting Report

I hereby certify that the foregoing words are a true copy of the original
whereof they purport to be a copy.
September 20, 1948.

G. Robertson

EXHIBIT No. Aug. 12/48

DATE

FILED BY W. E. HuckvaleROYAL CANADIAN MOUNTED POLICE
Exhibit ReportDetachment
Seizure No. T103

Detachment File No.	Detachment	
Sub-Division File No.	Sub-Division	
Division File No.	Division	
Headquarters File No.	Date	19

Re:- Kazuo KINOSHITA Brown Rd R R 1 Langley Prairie B C
On Mar 10 1942, I Goodfellow K E

Came into possession of the following goods by:-

No. of Pkgs.	Capacity or Size	Description of Contents Details to be given in full
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LICENSE No.	(41) CT968	TIRE NUMBERS	6
MAKE & MODEL	Ford 38		
SERIAL NO.	K8934		
ENGINE NO.	"		
SPEEDOMETER READING	29696		
CONDITION	Fair		

EXTRA EQUIPMENT Power Brake

DESCRIPTION & CONDITION Appearance Fair
VERIFIED

"K. Kinoshita" 12813
Signature of Owner
Japanese Registration No.

Handed over to representative of
Custodian whose signature in receipt
thereof appears hereunder

"G. T. Cruise"

DATE: Mar 10/42

"K. E. Goodfellow"
Signature of member submitting report

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

September 20/48.

G. T. Cruise

CONDITIONAL SALES AGREEMENT

EXHIBIT No. 565-4
 DATE Aug 13/48
 FILLED BY W. Stuckval 194

Agreement made this 30th day of October 1941
OLIVER-OVERAND MOTORS LTD.

Between: K. Kimoshita, Brown Road, Langley Prairie, (hereinafter called the Vendor), and
British Columbia, (hereinafter called the Purchaser.)

WITNESSETH: The Vendor hereby agrees to sell, and the Purchaser agrees to purchase the motor vehicle hereinafter described (receipt of which in good order and condition is hereby acknowledged by the Purchaser), viz.:

Total Selling Price \$ 599.75
 Cash Payment \$ 50.00
 Car Traded In \$ 250.00 300.00
 Balance \$ 299.75
 Insurance as specified below:
 Fire and Theft (\$.....) \$ 8.00
 Collision (\$ 100.00 Deductible) \$ 5.00
 Public Liability, Property Damage \$
 Carrying Charges \$ 29.87
 Balance to be paid by instalments \$ 342.82
 As per schedule

SCHEDULE OF INSTALMENTS

1 month after date, \$.....	<u>19.00</u> Pd.
2 months after date, \$.....	<u>19.00</u> Pd.
3 months after date, \$.....	<u>12.00</u> Pd.
4 months after date, \$.....	<u>25.00</u>
5 months after date, \$.....	
6 months after date, \$.....	<u>110.00</u>
7 months after date, \$.....	
8 months after date, \$.....	
9 months after date, \$.....	
10 months after date, \$.....	
11 months after date, \$.....	
12 months after date, \$.....	<u>156.62</u>
17 payments @ \$19.00	
1	@ 18.62

Pay Direct to: **COLUMBIA SECURITIES LIMITED**
 HALL BUILDING, VANCOUVER, B.C.

TRADE NAME	MOTOR NUMBER	SERIAL NUMBER	NUMBER LICENSE	TORN-AGE	NO. CYL.	BODY TYPE	YEAR AND MODEL	NEW OR USED
Ford	C1826815		30678		8	Sedan	1935	Used

The Vendor and Purchaser mutually covenant and agree with each other as follows:—

- Said property and all parts and accessories added thereto either as additions thereto or in substitution for existing parts or accessories, is now and shall remain the absolute property of the Vendor until after full and complete payment of the purchase price therefor.
- The Purchaser covenants, subject as hereinafter provided, to pay the said balance on the respective due dates above specified, and to pay interest at 10 per cent. per annum on any unpaid instalments from respective due dates until paid.
- The said property and every part thereof at all times while out of possession of said Vendor, shall be at the risk of said Purchaser, and all loss or damage of said property or any part thereof shall be borne by said Purchaser, and no such loss or damage shall operate to extinguish or diminish any liability upon said notes.
- The Purchaser shall of even date herewith Execute a Promissory Note for the amounts of such instalments payable on the due dates thereof without days of grace, and bearing interest at 10 per cent per annum from the dates of payment until paid. Such promissory note (including any renewals, cheques or substitutions therefor) is not to be given or received as payment or part payment of the purchase price, but is given and received merely as collateral security for payment of the Purchaser's indebtedness under this Agreement. The Vendor may discount or negotiate said Note (including any renewals, cheques or substitutions therefor) without changing its character as between the Parties hereto.
- The Purchaser shall at all times while the said property is in his possession, have the right to use the same for such legal uses and purposes as are necessary to his private business or pleasure, but not otherwise, and shall not use or permit to be used the said car for HIRE without written permission of the Vendor.
- The Purchaser shall pay any and all taxes and charges, Parliamentary or Municipal, which may be levied or assessed against the automobile, including war taxes (if any).
- The Purchaser shall take proper care of said automobile and of all said parts, devices, tools, and equipment, and shall not neglect, misuse, damage or destroy the same or any part thereof, or suffer the same to be done. If said automobile or any of its accessories are injured or require repairs, all work done and material supplied upon or in connection with, and all expenses incurred on account of the said automobile, shall be paid by the Purchaser forthwith from time to time as the same are made, done, supplied or incurred, and the Purchaser shall not at any time suffer or permit any charge or lien whether possessory or otherwise, to exist against the said automobile.
- The Purchaser shall not sell or attempt to sell or in any manner dispose of said automobile, or any of said parts, devices, tools or equipment, or remove, or attempt to remove the same or any part thereof, from British Columbia, except upon the written permission of the Vendor, and shall not allow the same to be driven by any person while under the influence of intoxicating liquor.
- The Purchaser covenants that the automobile covered by this agreement will not be used for the **TRANSPORTATION OF LIQUOR OR DRUGS** or any unlawful purpose during the life of this agreement, and in case of any such contingency, the entire debt hereby secured shall, at the Vendor's option, become immediately due and payable, and the Vendor shall have the same right of seizure and sale as if default had been made in payment of principal or interest.
- If by any reason of failure of the Purchaser to pay an instalment of principal or interest or any part of the same, or to observe any of the covenants, provisos or conditions herein contained, the Vendor shall deem it advisable to take any proceedings, either judicial or extra judicial, to protect itself or enforce the security, all costs and expenses incurred by the Vendor or incidental to such proceedings shall be payable by the Purchaser and shall be deemed to be a payment of principal due and in arrears hereunder, and shall bear interest at the rate herein above set forth.
- That time shall be material and of the essence hereof, and that if default be made in the payment of said principal sum or interest, or any part thereof, at the time the same shall become due, or if default be made by said Purchaser in any other respect hereunder, or if he shall in any way at any time or times fail to fully observe and perform any covenant or covenants herein contained, or if said Purchaser fails to make payment for any labor, repairs, improvement or equipment placed upon said automobile by authority of said Purchaser (in which case said Vendor may, at its option, make such payment), then the said principal sum and all accrued interest, including expenses (if any) and including such payment (if any) made by said Vendor thereon, shall thereupon immediately become wholly due and payable at the option of said Vendor (notice of said option being hereby waived), the said Vendor may at once take possession of said automobile and said parts, devices, tools and equipment, wherever the same may be, and sell said automobile and said parts, devices, tools and equipment and the whole thereof, as provided by law.
- The Purchaser agrees to pay any deficiency that may remain after the application of the proceeds of any sale hereunder to the payment of said indebtedness, or any judgment obtained thereon. The Purchaser shall not be entitled to any accounting whatsoever in respect of any such sale, nor shall any action lie for that purpose, and in the event of there being and surplus as a result of any sale hereunder, the Vendor shall be entitled to the same, nor shall the Purchaser have any claim whatsoever against the Vendor in respect of such surplus or any part thereof or in respect of the proceeds of any such sale or any part thereof. Any rule of law or equity notwithstanding, the relationship of mortgagor and mortgagee is in no way created, nor can it in any way arise under or by virtue of this agreement or anything done hereunder.
- The Purchaser is to keep the said automobile insured for an amount equal to or exceeding the principal sum payable hereunder, covering such hazards as may be hereinafter noted, in such company or companies as Vendor may approve or select, loss (if any) payable to Vendor, or assigns as interest may appear, and to deliver the policy therefor to said Vendor, and in case of failure of Purchaser so to do, or if Vendor shall deem it expedient to procure such insurance, the Vendor may procure the same, and all sums expended in so doing, with interest thereon at the rate of ten per cent. per annum, shall be added to the purchase price and shall be secured hereby.
- All rights and privileges of seller under this agreement shall extend to their executors, administrators and assigns.
- It is expressly understood and agreed that there are no promises, warranties, conditions or representations of the Vendor save as herein set forth, and the Vendor is not in any way bound or affected by any verbal promise, warranty, condition or representation of himself, his servant or agent, and the Vendor in no way warrants or guarantees title to the said automobile, its fitness for the purpose for which it is purchased, or the correctness of the description herein above set forth. The Purchaser takes the same entirely at his own risk.
- The Purchaser acknowledges receipt of a copy hereof.

OLIVER-OVERAND MOTORS LTD.

Vendor's Signature.

Purchaser's Signature.

CONDITIONAL SALE CONTRACT

NOTE
No.

Dated at New Westminster, B. C. this 20th day of March 1959
(City or Town) (County) (Prov.)

The undersigned vendor hereby sells and the undersigned purchaser hereby purchases, subject to the terms and conditions hereinafter set forth, the following property (receipt of which in good order and condition and in accordance with all representations and warranties made by or on behalf of the vendor, is hereby acknowledged by the purchaser), namely:

REGISTRATION DISTRICT (COUNTY IN WHICH PURCHASER RESIDES) _____

New-Used	Year Not Guaranteed	Make	Model	Type of Body	Serial No.	Motor No.	License No.	No. of Cylinders	If Truck Tons Cap.
NEW	1958	Ford	3 Cab	Chassis & Cab 157" Truck		K0924			2

PLEASE DESCRIBE EXTRA EQUIPMENT SUCH AS DUMP BODIES, HOISTS, RADIOS, ETC., IN SPACE PROVIDED AT LEFT.

EXHIBIT No. 5685
DATE Aug 12/48
FILLED BY W. Stuchraf

TRUCK TIRE SERIAL NUMBERS: _____

Cash Delivered Price \$ 1145.00 Radio \$ _____ Extra Equip \$ 45.00 \$ 1190.00

Insurance Fire, Theft, Public Liability & Property Damage (State coverage) \$ 45.00

Insurance—Radio \$ _____ \$ 1222.00

Cash Payment on or before delivery \$ 100.00

Trade-in Ford Lt. Del. State B442 1937 \$ 415.00 \$ 515.00
(Make) (Body) (Serial) (Year)

Unpaid Balance \$ 718.00

Deferred Balance (Unpaid balance, plus finance charges) (from CHART No. _____) \$ 756.50

Payable in 1 monthly instalments of \$ 756.50 each, and _____ instalments of \$ _____ each, payable on the same day of each successive month, and commencing one month from the date hereof, OR as indicated below:—

SCHEDULE OF UNEQUAL PAYMENTS

\$ _____ 1 Mo. hereafter	\$ _____ 7 Mos. hereafter	\$ _____ 13 Mos. hereafter	\$ _____ 19 Mos. hereafter
\$ _____ 2 Mos. hereafter	\$ _____ 8 Mos. hereafter	\$ _____ 14 Mos. hereafter	\$ _____ 20 Mos. hereafter
\$ _____ 3 Mos. hereafter	\$ _____ 9 Mos. hereafter	\$ _____ 15 Mos. hereafter	\$ _____ 21 Mos. hereafter
\$ _____ 4 Mos. hereafter	\$ _____ 10 Mos. hereafter	\$ _____ 16 Mos. hereafter	\$ _____ 22 Mos. hereafter
\$ _____ 5 Mos. hereafter	\$ _____ 11 Mos. hereafter	\$ _____ 17 Mos. hereafter	\$ _____ 23 Mos. hereafter
\$ _____ 6 Mos. hereafter	\$ _____ 12 Mos. hereafter	\$ _____ 18 Mos. hereafter	\$ _____ 24 Mos. hereafter

THE PURCHASER AGREES TO PAY THE AMOUNT OF THE ABOVE DEFERRED BALANCE AT THE OFFICE OF TRADERS FINANCE CORPORATION LIMITED, in the said instalments with interest thereon after maturity of each instalment at 10% per annum.

THIS CONTRACT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- (1) Wherever the word "Property" is used in this contract such word shall be deemed to extend to and include the property described complete with attachments, accessories and equipment and in the singular or plural number, as the case may be.
- (2) The deferred balance hereby secured is also secured by a Promissory Note bearing even date herewith for the principal sum hereby secured, payable in like instalments to those herein contained.
- (3) The purchaser agrees that the said Promissory Note is a negotiable instrument, that the vendor may discount and negotiate the same as a negotiable instrument without being subject to the equities as between the parties hereto, and agrees that the person or corporation discounting the note or to whom the same is endorsed shall be a holder in due course thereof.
- (4) Any equipment, repairs or accessories placed upon said property during the continuance of the contract shall be and become a component part thereof and be included in the terms of this contract and covered by all the provisions hereof.
- (5) The title and ownership in and to the said property shall remain in the vendor or his assigns at the risk of the purchaser until the entire purchase price and interest and all costs are fully paid in cash; this to include the payment of any note, renewal note or extension given or any judgment secured.
- (6) The purchaser agrees THAT HE WILL NOT USE OR PERMIT THE SAID PROPERTY TO BE USED FOR HIRE and will not part with the possession or control of the said property; that he will not remove or cause or permit the said property to be removed for a period of longer than thirty days from the county or district within which the purchaser resides at the time of delivery; that he will keep the said property in as good condition as it was at the time of purchase; that he will keep the said property free and clear of and front any and all liens and encumbrances; that in the event of any lien or encumbrance being placed or acquired against the said property, the vendor may pay off the same and add the amount thereof with all costs to the amount hereby secured, which amount shall become due and payable forthwith.
- (7) The loss, injury or destruction of the said property shall not operate in any manner to release the purchaser from his liability hereunder or under the said note or any extensions thereof.
- (8) The purchaser agrees that any insurance coverage carried by him in respect of the said property against any hazard whatever, and the loss, if any, payable thereunder, is hereby assigned to the vendor, and that the Traders Finance Corporation Limited may before or after maturity of this conditional sale contract insure the said property for any amount and against whatever risk it may see fit, and that the purchaser will, upon demand, pay to the said Traders Finance Corporation Limited, all premiums paid by it for such insurance with interest thereon at the rate of ten percent per annum, the whole of which shall be secured hereby, and the purchaser hereby appoints the Traders Finance Corporation Limited as his attorney for the purpose of applying for and placing the said insurance and to execute all documents for that purpose.
- (9) On default in the due payment of any of the sums hereby secured or on default or breach of any of the covenants or agreements herein contained, or in the event of any proceeding in bankruptcy being taken by or against the purchaser or in the event of the death of the purchaser or should the vendor for any reason deem itself insecure or which insecurity the vendor shall be the sole judge, or in the event that the property shall be seized or confiscated under any Provincial or Federal law, whether such seizure shall be followed by a conviction or not, the entire unpaid deferred balance of the note and contract shall forthwith become due and payable and the vendor may, with or without legal process, take immediate possession of the said property and all attachments, accessories and equipment and concurrently therewith bring suit against the purchaser for the balance due under this contract and/or the said note. Upon the happening of any of the said events and whether or not repossession, resale or redemption of the said property takes place the purchaser agrees to pay to the vendor any expenses incurred by the vendor for repossession costs, repairs, legal costs on solicitor and client basis or of any other nature or kind, all of which shall fall due and be payable forthwith.
- (10) After repossession of the said property and concurrently with any suit for the unpaid deferred balance the vendor may with or without notice and with or without advertising sell the said property by private or public sale. The purchaser agrees that the vendor may be a purchaser at such sale. Upon such sale the vendor may accept as part payment of the sale price any property at such valuation as it in its discretion deems fit and may make such repairs as it deems necessary to such property taken in as part payment and charge the cost of such repairs and of the resale of such property against the sale price allowed in respect thereof. The proceeds of any such sale or sales when actually realized and received in cash after deduction of all storage charges, removal expenses, repair costs, salesman's commission on sale, legal expenses (including all reasonable solicitor and client charges) and all other charges and expenses whatsoever in connection with taking possession, removal, storage, repair and sale of the said property, shall be applied in reduction of the balance of the deferred balance unpaid and the purchaser shall be and continue liable for any deficiency thereafter.
- (11) The purchaser expressly waives any action, cause of action, claim or demand which he may have by reason of any act which the vendor or his assigns may have done or left undone, in connection with the re-taking or attempted re-taking of the property under any of the provisions herein, and releases and discharges said vendor and his assigns of and from all such actions, causes of actions, claims and demands. It is explicitly understood and agreed by the purchaser that this contract is entered into with a view to its assignment to Traders Finance Corporation Limited; and the purchaser hereby releases and discharges such Traders Finance Corporation Limited, its successors and assigns from all actions, causes of actions, claims and demands of every kind and nature whatsoever which the purchaser has or may have against the vendor alone or jointly with Traders Finance Corporation Limited or otherwise howsoever in respect of any act, omission, matter or thing whatsoever done or omitted to be done in connection with the repossession of the said property or sale thereof, the condition thereof or the operation thereof.
- (12) The purchaser agrees that any action brought upon this contract or the said note may be brought and place of trial shall be at the place where the writ is issued by the Vendor.
- (13) The purchaser agrees that there are no representations, warranties, agreements or conditions, statutory or otherwise affecting the rights and liabilities of the parties hereto other than as specifically contained herein.
- (14) Time is of the essence of this contract.
- (15) If this contract is made in the Province of Quebec, the parties hereto elect domicile in the District of Montreal or Quebec as shall be determined by the Vendor.
- (16) The purchaser hereby waives notice of the assignment to Traders Finance Corporation Limited of this contract and the property therein described. Should Traders Finance Corporation Limited refuse to accept the proposed assignment of this contract for any reason whatsoever, the vendor, at his option, shall be entitled to rescind this contract at any time.
- (17) This contract and all its covenants, promises, conditions and stipulations shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.
- (18) The purchaser hereby acknowledges having received a copy of this contract.

IN WITNESS WHEREOF the parties have hereunto set their hands to this contract and duplicate thereof (one copy of which has been delivered to and retained by the purchaser) the day and year first above written.

New Westminster, B. C.
(City and Province)

FOGG MOTORS LIMITED
(Vendor sign here)

Ins. _____
Adv. Notice _____
Coupon _____
Led. _____
Reg. _____
Bank _____

[Signature]
(Signature of Witness as to Purchaser)

Per [Signature]
Per Kazuo Kinoshita
(Purchaser sign here in ink)

Print Purchaser's Name here in block letters KAZUO KINOSHITA

APPLICATION FOR CREDIT

TO TRADERS FINANCE CORPORATION LIMITED

Date March 20th 1939

Income \$..... Week, Month, Date Received..... Married Number
 Single Dependents.....
 Name other sources of income..... Phone No.....
 Residence Address Brown Road N. 1, Langley British C. Landlord
5075 - 5011 How Long?..... Years..... Months or
 Present Employment, How Long?..... Years..... Months. Business Phone No.....
 Formerly employed by..... How Long?..... Years..... Months. In what capacity.....
 Purchased last car from FOGG MOTORS LTD Year Purchased..... Financed by.....
 Carry Bank Account with..... Branch at.....
 (Name of Bank) (Name Branch)

Other instalment obligations {
 (Article purchased) (Amount owing) (Monthly payments) (To whom payable)

REFERENCES: {
Present Contract - Traders Finance
 (Name) (Complete Address)

Near Relative not living with you.....
 (Name) (Number) (Street) (City) (Province) (Relationship)

RADIOS IN AUTOMOBILES NOT INSURED UNLESS EXTRA TARIFF PREMIUM IS PAID FOR SUCH PROTECTION.

**APPLICATION FOR STANDARD AUTOMOBILE POLICY
OWNER'S FORM**

To **GLENS FALLS INSURANCE CO.**

Item 1.- Full name of the Applicant..... Age.....
 Residence Address Street and No..... Town..... Prov.....
 Racial Extraction..... Occupation or Business.....
 (If married woman give husband's business or occupation).
 Employed by..... Business Address.....
 The Automobile is and will be chiefly used and usually kept in the above Town and Province unless otherwise specified herein.

Item 2.- Particulars of the Automobile to be insured:—

Model Year	No. of Cylinders	Trade Name	Type of Body	Truck Tonnage	Serial No.	Motor No.	Model Letter or Number	Wheelbase
								inches
Purchased by Applicant		Cash Purchase Price to Applicant including equipment	List Price	Is Automobile fully paid for?	State amount of mortgage, lien or encumbrance	State name and address of Lienholder or Mortgagee to whom, jointly with the Applicant, loss, if any, under section A of the Insuring Agreements is payable as their interests may appear.		
Month	Year	New or Used	\$	\$	\$	Traders Finance Corporation Limited		

Item 3.- (a) State the purposes for which the Automobile is and will be chiefly used:
 (b) Will the Automobile be rented or leased; or used for demonstrating or testing; or as a taxicab, public omnibus, livery, jitney or sight-seeing conveyance; or for carrying passengers for compensation or hire?
 (c) Is or will the Automobile be licensed as a Public or Commercial Vehicle? If so state class of license or certificate.
 (d) Will the Automobile be operated by any person suffering from the loss of an eye, hand, foot or limb, or who is otherwise bodily deformed or maimed?
 Item 4.- (a) Has any license, permit, registration certificate or other like authority, issued to the owner or a member of his family and household under any law or statute of any province, state or country relating to automobiles, to the knowledge of the applicant, been, or continued to be, suspended or cancelled within the three years preceding the application? If so, state particulars.
 (b) Has any Insurer cancelled, declined or refused to renew or issue automobile insurance to the Applicant? If so, state name of Insurer.

Item 5.- Particulars of (a) any accident in which any automobile owned or operated by the Applicant has been involved within the three years preceding this application and (b) any claim made within such period against or by the Applicant arising out of the use or operation of an automobile.

Answer Each Item Separately	Collision Damage to Automobile.....
	Loss by Fire.....
	Loss by Theft.....

Item 6.- This application is made for insurance against one or more of the perils mentioned in this Item, but for insurance under that subsection or those subsections for which a premium is specified in this Item and no other and upon the terms and conditions of the Insurer's corresponding standard policy form and for the following specified limits and amounts.

INSURING AGREEMENTS		PERILS		LIMITS AND AMOUNTS		PREMIUM
Section	Sub. Sec.					
A Loss of or Damage to Insured Automobile	1.	Collision	Sum payable by Insured in respect of each separate claim \$	Actual Cash Value at time of Loss or Damage.		\$
	2.	Fire and Transportation		Actual Cash Value at time of Loss or Damage not exceeding Rate	%	\$
	3.	Theft	Sum payable by Insured in respect of each separate claim \$	Actual Cash Value at time of Loss or Damage not exceeding Rate	%	\$
ENDORSEMENTS.						\$
TOTAL PREMIUM						\$

Item 7.- The Policy Period shall be from 193 , to 193 , 12.01 a.m. Standard Time as to each of said dates.

Item 8.- Where an applicant for a contract falsely describes the automobile to be insured, to the prejudice of the Insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein or where the insured violates any term or condition of the policy or commits any fraud, or makes any wilfully false statement with respect to a claim under the policy, any claim by the insured shall be rendered invalid and the right of the insured to recover indemnity shall be forfeited.

Item 9.- Every person insured agrees to pay or reimburse the Insurer, upon demand, any amount which the Insurer shall have paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under the policy issued upon this application.

Item 10.- I declare that I am the registered owner of the Automobile described herein, and that the statements above made are in every respect true and correct, and I hereby apply for a contract of insurance to be based on the truth of the said statements.

Signature of Applicant.

DEALER'S REFERENCE, ASSIGNMENT AND AGREEMENT

(1) Have you any reasons to believe Purchaser violates any laws concerning liquor or narcotics?..... (Answer Yes or No)
 (2) Was this Purchaser's name ever (to your knowledge) rejected by any other Finance Company, Bank or Banker?..... (Answer Yes or No)

FOR VALUE RECEIVED undersigned hereby sells, assigns and transfers to Traders Finance Corporation Limited all undersigned's right, title and interest in and to the within contract and the property therein described. Undersigned warrants that all property described in the within contract is free and clear of all liens, claims and encumbrances other than created by the within contract. Undersigned warrants that the property described in the within contract is new unless otherwise specified and that the cash payment specified in the within contract was actually received by undersigned in cash and that no part of the said cash payment was loaned to the purchaser by the undersigned. Undersigned hereby guarantees the full performance of all of the covenants and agreements of the purchaser named in the within contract and in the event of repossession and resale agrees that undersigned shall be jointly and severally liable with the purchaser for any deficiency between the net amount actually received upon such resale and the amount secured by the agreement hereby assigned. Undersigned certifies that a true copy of the within contract was duly registered in the proper registration office.

EXECUTED by the undersigned on the day of 193.....
 By FOGG MOTORS LIMITED

IMPORTANT—Applications for Credit and Insurance MUST be completed in full.

EXHIBIT No. _____
 DATE Aug. 12/48
 FILED BY G. E. A. Rice

MEMORANDUM

To: File 3107
 From: Specified Articles Department

17th August 1943

Re: KINOSHITA, Kazuo - Reg: 12813

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
CAR	1935 Ford Fordor No: C 99 License No: (42) 61175	\$ 375.00

Sold to: Walter M. Jensen

17th August 1942

Selling Price . \$ 360.00

LIEN OF \$230.00 to Columbia Securities Limited paid

TRUCK	1938 Ford No: T 103 License No: (41) CT 968	\$ 550.00
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Sold to: Land's Dpt

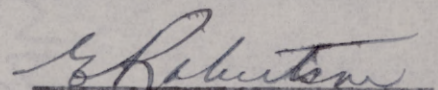
24th June 1942

Selling Price: \$ 550.00

"OB"

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

September 22, 1948.



Attache d to 566 - 6

File 3107

Kazuo Kinoshita - Regn. No. 12813

21st January, 1948.

Claims 1935 Ford de Luxe sedan was worth \$650.00.

This car had been purchased from Oliver Overand Motors Ltd. In October, 1941 for \$598.75.

The car was appraised by McDermott Motors Ltd. for \$375.00, and was sold 17th August, 1942, for \$360.00. Columbia Securities Ltd. held a lien of \$230.00 against this car, and this was paid off from the selling price.

Claims 1938 Ford truck was worth \$1100.00

This truck was appraised by McDermott Motors Ltd. @ \$550.00 and was sold for this amount to the Land's Department.

HA

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

Sept. 24, 1948

M. Seal 7