

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
1200.00	60.00 12.50									72.50
<u>PERSONAL PROPERTY</u>										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION										72.50

CASE NO: 570

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
August 13th, 1948.

IN THE MATTER OF THE CLAIM OF
KINOE KOSAKA.

PROCEEDINGS AT HEARING.

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).

10

Lethbridge, Alberta,

August 13th, 1948.

IN THE MATTER OF THE CLAIM OF

KINOE KOSAKA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

appearing for the
Dominion Government.

SIAMU KOSAKA, Esq.,

appearing for the
Claimant.

MISS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30

E. Kosaka,
In Chief.

THE SECRETARY: Case No. 570, Kinoo Kosaka.

MR. S. KOSAKA: Your Honour, may I take the place of
my mother?

THE SUB-COMMISSIONER: Well if there isn't any objection.
Yes, I guess that would be all right. What case
is this one that you have just called?

THE SECRETARY: Kinoo Kosaka. Were you going to give
evidence for your mother?

MR. S. KOSAKA: Yes.

10 THE SUB-COMMISSIONER: Very well.

SIAMU KOSAKA, a witness called on behalf
of the claimant herein, being first
duly sworn, testified as follows:

THE WITNESS: This is the Cordova Street property, is
it? I have three claims here.

THE SUB-COMMISSIONER: You will deal first with your
mother's claim. You have a claim for \$846.15
and you will deal with that claim only at this
time.

20 MR. RICE: I should assist him perhaps, your Honour,
that the whole claim we are dealing with at this
time is Lot 11, Block 60, District Lot 181,
Plan 196, and the property is in Vancouver and
it is 750 Cordova Street east.

THE WITNESS: Yes. The land and buildings were valued
at \$2000.00 and the amount at which the Custodian
sold the property and credited it to our account
was \$1153.85, and the balance that we claim for
is \$846.15. I have a receipt here on June 5th,
30 1928, that we bought that house for \$2100.00 and

S. Kosaka,
In Chief.

put repairs on it. We jacked up the house, put in concrete foundations, put in a new pipe frame from the main copper pipe inside of the house. We took off the old porch and put on a new one, renovated the inside of the house and redecorated, and we built a large garage in the rear, 33 x 22.

THE SUB-COMMISSIONER: Q: What did your repairs cost?

A I can't arrive at an exact figure, but at the time we estimated it cost us about the same price that
10 we paid for the house after we were all through. We built a glass porch upstairs, put in a new bathtub and toilet, painted the outside of the house, shingled and oil stained the roof, put in a stain-proof sink, toilet, drain, and a drain board around the wall of the sink, put in a row of frosted windows in the kitchen, and in the kitchen, dining room and hallway they were laid with inlaid linoleum valued at about \$75.00 and he gave us a \$10.00 rental on the linoleum with the under-
20 standing that they would return it to us. In the same house we had a Heintzman piano, a new Westinghouse refrigerator --

MR. RICE: -- just a minute, now. There is no claim for a Heintzman piano, a Westinghouse refrigerator or any other chattel. The only claim here is with respect to the house.

THE SUB-COMMISSIONER: Q: Whose piano was that, yours or your mother's? A: Mine.

Q You are only dealing with your mother's claim
30 now. That will come up with your claim later on,

S. Kosaka,
In Chief.

I presume?
all then.

A: That will be

Q Do you wish to file that receipt as an exhibit?

A Yes.

THE SUB-COMMISSIONER: That will be Exhibit 1.

(RECEIPT MARKED EXHIBIT NO. 1).

A I have another agreement for sale here that should go in as an exhibit, I think.

THE SUB-COMMISSIONER: Q: What does that agreement
10 pertain to? Is it this property?

A Yes, that property.

Q Who is the agreement between?

A Jane M. Mould of 3012 Alberta Street, in the city of Vancouver, and it is to Moichi Kosaka of 215 Princess Avenue, but that was transferred to Kinoe Kosaka later on and here is the transfer between the two.

Q Do you wish to file that as an exhibit?

A Yes, I would like to file that.

20 (ASSIGNMENT MARKED AS EXHIBIT NO. 2).

MR. RICE: What is that?

THE SECRETARY: Exhibit 2 is the assignment of the agreement.

THE WITNESS: That will be all, your Honour.

THE SUB-COMMISSIONER: Will you answer Mr. Rice, please.

CROSS-EXAMINATION BY MR. RICE:

Q Who is Moichi Kosaka?

A My father.

30 MR. RICE: I wish to submit first, your Honour, that

S. Kosaka,
In Chief.
Cross-Exam.

this property was sold at its fair market value.

Q Well, this assignment, Exhibit 2, is an assignment from your father to your mother?

A That is right.

Q Have you the agreement of purchase of the property?

A Yes.

Q I observe this agreement of purchase which is dated the 5th day of June, 1928, between Jane M. Mould, as vendor, and Moichi Kosaka, your father, as purchaser, your father agreed to buy the property for \$2100.00 and to pay for the same by monthly installments of \$25.00 per month.

A Correct.

THE SUB-COMMISSIONER: You had better file that agreement as an exhibit.

MR. RICE: I don't know whether he wants to file it or not.

THE WITNESS: Yes, I wish to file that as an exhibit.

(AGREEMENT MARKED EXHIBIT NO. 3).

20 MR. RICE: Q: When did your mother vacate the property? 1942, wasn't it, or later?

A No, we were living in that house. My family, I am married, and my family was living in that house and my parents were living up in Whonnock, B.C., and we were renting the house from them.

Q When did you vacate then?

A 1942.

Q And you had been living there since 1928?

A Correct.

30 Q I take it that these repairs that you effected over

S. Kosaka,
Cross-Exam.

a period of 14 years would depreciate considerably,
would they not?

A There would be some depreciation.

MR. RICE: I wish to submit as an exhibit, your Honour,
a copy of the valuation placed on the property
by Loewen & Harvey Limited.

(VALUATION MARKED EXHIBIT NO. 4).

MR. RICE: I also wish to submit as an exhibit, your
Honour, an analysis of the claim.

10 (ANALYSIS MARKED EXHIBIT NO. 5).

MR. RICE: Q The sale price was \$1200.00, was it not,
by the Custodian? A: Yes.

Q That is all.

THE WITNESS: Your Honour, may I make this as an
exhibit, too, (indicating)?

THE SUB-COMMISSIONER: Just a minute. Is that all,
Mr. Rice?

MR. RICE: That is all, thanks.

THE SUB-COMMISSIONER: You have something further to
20 state, have you?

A Yes, may I make this another exhibit on the same
property?

Q What is that? A: A letter from
Pemberton Realty Corporation Limited. They were
going to sell that property for us for \$2000.00.

Q You may read it perhaps.

A "We have your letter of January 22, 1943,
in connection with the above property."

Shall I read the whole thing?

30 Q Yes.

A "The insurance does not expire until October 3, 1943, at which time our insurance department will renew and increase to \$2000.00 as requested.

"Our Mr. Moore will make a special endeavour to sell at \$2000.00 and will write you direct in this regard.

10 "At present the Government arrangements are that we report and remit all funds direct to the Custodian department, and they pay taxes and carrying charges other than minor bills on your behalf. They in turn report to you.

"We will contact them today asking that a statement be sent to you. Both properties are still rented to the same tenants who are paying their accounts and taking care of the property.

20 "If you are communicating direct with the Custodian, your file numbers are 3425 for 750 East Cordova Street, and 3423 and 2938 for 550 Cassiar Street."

THE SUB-COMMISSIONER: That will be Exhibit No. 6.

(LETTER MARKED EXHIBIT NO. 6).

THE SUB-COMMISSIONER: Q: Did you write to the Custodian after receiving that letter?

A No, I did not.

RE-CROSS-EXAMINATION BY MR. RICE:

30 Q Why didn't they sell it?

A Because they didn't have time to sell it.

Q That letter doesn't say they didn't have time.

A At the time I left I had a chance to sell it for \$1700.00.

Q Why didn't you sell it?

A Because we figured the value was worth more than that.

Q What date is that letter? It is in 1943, January 28th, and the Custodian didn't sell this property until October, 1943. This letter addressed to you by Pemberton Realty Corporation Limited is dated January 28th, 1943. In other words, they had about ten months to sell. Why didn't they sell?

A Well the thing was all tied up and I had written them several letters and they seemed to be confused as to if they were able to sell it or not.

Q You were a bit confused awhile ago, weren't you? You said they could have sold but they didn't have time to sell it?

A: That is

20 right.

Q Isn't ten months enough time to sell it?

A Not necessarily.

Q Oh, I see. Well, how much time did you need to sell it -- two or three years?

A You know how it is to sell anything. You can't set any time as to when you can sell it.

Q You told me they would have sold if they had time, and apparently they had ten months to sell and they didn't effect a sale or didn't attempt to effect a sale. Now you say the thing was tied up.

30

Q They didn't write you after that?

A No, they didn't write me after that. They seemed to hand the thing over to the Custodian, hand everything over to the Custodian.

MR. REE: That is all.

THE SUB-COMMISSIONER: Q: Anything further you wish to say? A: No.

Q That is all then, is it?

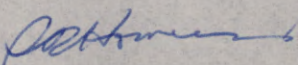
A Yes, that will be all.

10 Q Thank you.

(Witness aside)

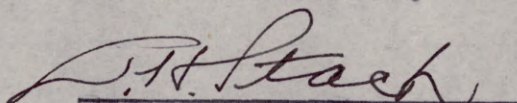
(PROCEEDINGS ADJOURNED SINE DIE)

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


"S.R. HOWARD"
Official Reporter.

Certified correct.

20


SUB-COMMISSIONER.

NOV 27 1947

Case No. 570.

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

2425

Lethbridge

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

(1) NAME KOSAKA KINOE (RCMP) Reg. No. 13545
(Print) Surname Given Name

(2) Pre-Evacuation Address Box 215, WHONNOCK, B.C.

(3) Present Address 1601-2ND. AVENUE, A. NORTH, LETHBRIDGE, ALTA.

(4) REAL ESTATE
(a) Street Address (if any) 750 CORDOVA ST. EAST VANCOUVER B.C.
City or Municipality, Province

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

LOT, 11, BLOCK 60, DISTRICT LOT 181
PLAN 196

(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) LARGE GARAGE

(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 - - - - - \$ 2000.00
(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) - - - - - \$ 2000.00
(v) Amount at which Custodian sold property and credited your account - - - \$ 1153.85
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 846.15

(5) PERSONAL PROPERTY

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

Custodian

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

1. _____	Estimated Value \$ _____
2. _____	Estimated Value \$ _____
3. _____	Estimated Value \$ _____
4. _____	Estimated Value \$ _____
5. _____	Estimated Value \$ _____
6. _____	Estimated Value \$ _____
7. _____	Estimated Value \$ _____
8. _____	Estimated Value \$ _____
9. _____	Estimated Value \$ _____
10. _____	Estimated Value \$ _____

TOTAL CLAIM FOR PROPERTY LOSS \$ _____

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) - - - - - \$ 846.15

(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, ALTA

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, Kyoko Kosaka of Lethbridge in the Province of Alberta Housewife of the City

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 20th day of November }
A.D. 1947.

K. Kosaka
Carson - A Commissioner for oath in and for the Province of Alberta

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.

RKH
(56-57+58)

15 Victoria Mansions,
Lethbridge, Alberta,
April 26, 1948.

Dear Sirs:- Re: KOSAKA, Kinoo (Reg. No.13545
 KOSAKA, Moichi) Reg. No.13547
 Kinoo) Reg. No.13545
 KOSAKA, Sam Reg. No.03297

The above cases are on the list for hearing at Lethbridge on the 13th of August, and are shown on the list as Nos. 56, 57 and 58.

Mr. W.E.Huckvale informed me that he was not acting for these parties, although he is shown as the Solicitor on the record.

Through Mr. Virtue I got in touch with one of the parties, and Mrs. Sam Kosaka called on me and informed me that they were acting for themselves, and were not going to be represented by Counsel.

Yours truly,

Secretary
Japanese Property Claims
Sub-Commission (Lethbridge).

Japanese Property Claims Commission,
The Court House,
VANCOUVER, B.C.

Ritchie & Huckvale

BARRISTERS, SOLICITORS, NOTARIES, & C.

J. NORMAN RITCHIE, K.C.
W. E. HUCKVALE

OFFICES: ACADIA BUILDING
612 THIRD AVENUE S.

Lethbridge, Alberta,
CANADA

7th April, 1948.

Miss Lilly Thomas,
Secretary,
Japanese Sub-Commission,
Court House,
Lethbridge, Alberta.

Dear Madam:

With reference to the list of cases to be heard before the Sub-Commission commencing 2nd August, I wish to advise as follows:-

Cases Nos. 56, 57 and 58 should not appear on the list under the writer's name.

The following cases appear to have been omitted from the list, namely:-

HIRASHIMA, Y., Registration No. 14252. This is a new case whose venue has been transferred from Winnipeg.

SASAKI, R., Registration No. 12915.

YAMANOUCHI, K., Registration No. 01632.

Yours truly,

W. E. Huckvale

WEH/JT.

570

INTERIM RECEIPT

No

Received from

M. Kwaka

June 5th

191*28*

the sum of *2150* 100 Dollars, being deposit on account of

purchase of *one* LOT *2 house 750 Cordova B*

BLOCK *42100* SUB-DIVISION *196*

for the sum of \$ *2100* on the following terms:

*1400 Cash balance \$25 per month
but payable quarterly, all adjustments
to be made to date of sale*

The deferred payments to bear interest at the rate of *7* per cent. per annum until paid. Time is the essence of this agreement, and unless payments with interest are punctually made at the time or times appointed, this sale shall be (at the option of the Vendor) absolutely cancelled or rescinded, and all money paid on account hereof forfeited to the Vendor as and for liquidated and ascertained damages. Cost of conveyance, \$5.00, to be paid by the Purchaser. This receipt is given by the undersigned as agent, and subject to the Owner's confirmation.

J. Fowler

AGENT FOR

Owner

\$ *150.00*

570

Exp. 1.

Thomson Stationery Co., Ltd., Printers, Vancouver, B.C.

This Indenture

Made in duplicate the fourteenth day of September in the year of our Lord one thousand nine hundred and thirty two (1932).

Between

State Full Name
Address and
Occupation

MOICHI KOSAKA Clerk) of 750. East Cordova Street,
City of Vancouver, Province of British Columbia.

HEREINAFTER called the
ASSIGNOR OF THE FIRST PART,

AND

State Full Name
Address and
Occupation

KINOE KOSAKA (wife of Moichi Kosaka)
of 750. East Cordova Street, City and Province aforesaid.

HEREINAFTER called the
ASSIGNEE OF THE SECOND PART,

WHEREAS, by articles of agreement dated the fifth day of June one thousand nine hundred and twenty eight (1928)

and made between JANE M. MOULD

of the first part, and the said Assignor of the second part, the said JANE M. MOULD

did agree to sell and convey in fee unto the said Assignor the lands therein and

hereinafter particularly described subject to the conditions and covenants in said articles contained:

EXHIBIT NO. 570-2
DATE Aug. 13/48
FILLED BY

Sam Kosaka for Plaintiff

WHEREAS, the said Assignor has agreed to grant and assign the said Articles of Agreement and all interest therein, and in the said lands, unto the said assignee;

AND WHEREAS, the said Assignee has agreed to assume the payment of the moneys (being for principal the sum of ^{Twenty five} Four Hundred and fifty -- -- (\$450.00.) -- -- Dollars) due under said Articles;

NOW THEREFORE THIS INDENTURE witnesseth that in consideration of the premises and the sum of One -- -- -- -- -- (\$1.00.) -- -- -- -- -- Dollar of lawful money of Canada now paid by the Assignee to the Assignor (the receipt whereof is hereby by him acknowledged), he, the said Assignor, doth hereby GRANT, ASSIGN, TRANSFER AND SET OVER unto the said Assignee his HEIRS, EXECUTORS, ADMINISTRATORS and ASSIGNS, the said Articles of Agreement and all rights, title and interest of him, the said Assignor thereunder and therein; and to the lands therein described, being

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver Province of British Columbia, and known and described as

Lot Eleven (11) of Block numbered Sixty (60) in sub-division of District Lot Number One Hundred and Eighty One (181) Group One (1) New Westminster District, according to the registered map deposited in the Land Registry Office, at the City of Vancouver in the Province aforesaid and numbered 186.

This Indenture

This Indenture is made this _____ day of _____ 1932 between _____

of the first part, _____
HEREINAFTER called the
ASSIGNOR OF THE FIRST PARTY

AND

AND THIS INDENTURE further witnesseth that for the consideration aforesaid he, the said Assignor, has GRANTED, RELEASED and QUITTED CLAIM, and by these presents DOTH GRANT, RELEASE and QUIT CLAIM unto the said Assignee, his HEIRS and ASSIGNS, FOR EVER, all his estate, right, title, interest and claim in and to the herein mentioned properties.

TO HAVE AND TO HOLD the aforesaid lands and premises with all and singular the appurtenances thereto belonging or appertaining, unto and to the use of the Assignee, his heirs and assigns, for ever, SUBJECT, nevertheless, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown, AND SUBJECT also to the terms of the said Articles of Agreement and Covenants therein contained.

AND THE ASSIGNEE hereby COVENANTS and agrees with the ASSIGNOR that he will ASSUME, PAY and DISCHARGE all moneys due and to become due under said Articles of Agreement, and will INDEMNIFY and SAVE HARMLESS the Assignor against and from the payment of the same or any part thereof, and will observe, keep and perform all the terms, covenants and conditions in the said articles contained, and by the Assignor therein agreed to be observed, kept and performed.

AND the Assignor hereby COVENANTS with the Assignee that there is now due or accruing due and unpaid under the said Articles of Agreement only the sum of Four Hundred and Twenty Five

W.H.

----- (\$425.00) -----
Dollars, payable in monthly instalments of \$25.00.

together with interest thereon at the rate of seven (7) per centum per annum from 5th. September 1932.

AND THE ASSIGNOR hereby COVENANTS with the Assignee that he has done no act to encumber the said lands, and hath done no act, and hath been guilty of no omission or laches, whereby the said Articles of Agreement have become in part or entirely in anywise impaired or invalid.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body politic or corporate where the context or the parties hereto so require.

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


Signed, Sealed and Delivered

By the Assignor in the presence of

Walter Young

141 How on Vancouver Rd

British Columbia

Moichi Kosaka 

State Full Name
Address and
Occupation
of Witnesses


Signed, Sealed and Delivered

By the Assignee in the presence of

Walter Young

141 How on Vancouver Rd

British Columbia

Kinoo Kosaka 

FOR MAKER

I HEREBY CERTIFY that on the _____ day of _____ 19____
at _____ in the _____ of _____

(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 _____ the person mentioned in the annexed instrument as the maker thereof, and whose name _____ subscribed thereto as part and that he know the contents thereof, and that he executed the same voluntarily, and _____ of the full age of twenty-one years.

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

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

NOTE—Where the person making the acknowledgement is personally known to the officer taking the same, strike out the words in brackets.

98794 16th Sep 1922

Dated 14th. September 1922.

MOICHI KOSAKA

TO

KINOS KOSAKA

FORM No. 31

Assignment

OF AGREEMENT FOR SALE

Lot 11.

Block 60.

D.L. 131. G. 1, N. W. D.

Map #100

Rose, Cowan & Latta, Ltd., Legal Form Printers, Vancouver and Prince Rupert, B.C.

DECLARATION OF WITNESS

I, Walter S. Young of Vancouver 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 Moichi Kosaka the party thereto, for the purposes named therein.

2. The said instrument was executed at Vancouver, B. C.

3. I know the said party, and that he is of the full age of twenty-one years.

4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

SWORN before me at Vancouver in the Province of British Columbia, this 16th day of September 1922.

Walter S. Young

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

FOR ATTORNEY

I HEREBY CERTIFY that on the _____ day of _____ 19____ at _____ of _____

(whose identity has been proved by the evidence on oath who is) personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of _____ to the annexed Instrument as the maker thereof, that the said _____ is the same person mentioned in the said Instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said _____ knows the contents of the said Instrument and subscribed the name of the said _____ thereto voluntarily as the free act and deed of the said _____ under authority of a power of attorney which has not been revoked.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at _____ day of _____ in the year of our Lord one thousand _____

NOTE—Where the person making the acknowledgement is personally known to the officer taking the same, strike out the words in brackets
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits within British Columbia.

Articles of Agreement

made in the year of our Lord one thousand nine hundred and **Fifth** day of **June** **Twenty-eight**
BETWEEN

JANE M. MOULD, of 3012 Alberta Street, in the City of Vancouver, Province of British Columbia, (Widow)

State Full Name
Address and
Occupation

hereinafter called the "Vendor" of the one part

AND

MOICHI KOSAKA, of 215 Princess Ave. in the City and Province aforesaid (Clerk)

State Full Name
Address and
Occupation

hereinafter called the "Purchaser" of the other part

WHEREAS the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of and from the Vendor the land hereinafter mentioned, that is to say: **ALL AND SINGULAR** that certain parcel or tract of land and premises situate in the **City of Vancouver** Province of British Columbia, and more particularly known and described as Lot **Eleven (11)**

of Block numbered **Sixty (60)**

in sub-division of District Lot No. **One Hundred and Eighty-one (181)** Group **One (1) New Westminster**

district, according to the registered map of the said sub-division deposited in the Land Registry Office, at the City of **Vancouver** in the said Province and numbered **196**

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum of **Twenty-one hundred** Dollars (\$ **2100**) of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of **Four hundred**

Dollars (\$ **400**) on the execution of this Agreement (the receipt whereof is hereby acknowledged by the Vendor), and the balance as follows: **The sum of Twenty-five dollars (\$25) on the fifth day of each and every month hereafter, until the full amount of the purchase price shall have been paid, together with interest at the rate of seven (7) per cent per annum, on the unpaid balance. Said interest to be paid quarterly, First payment of said interest to become due and payable on the fifth day of September 1928**

EXHIBIT No 570-3
DATE Aug 13/48
FILLED BY Sam Kosaka for Plaintiff

TOGETHER with interest on the monies from time to time owing under this Agreement, at the rate of **seven** per cent. (**7** %) per annum, payable **on the fifth days of September, December, March and June**

ALWAYS PROVIDED, HOWEVER, that the Purchaser may at any time within the above mentioned period pay any portion thereof over amounts required by this Agreement or the balance of the purchase price and interest thereon to the date of such payments, unless this Agreement is rendered null and void as hereinafter provided.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: The Purchaser DOES COVENANT, to and with the Vendor, that he shall well and truly pay to the Vendor the sums of money above mentioned, together with the interest thereon at the rate as aforesaid, both before and after maturity, on the days and times in manner above mentioned:-

AND also shall pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, and all instalments of principal and interest of local improvements, taxes and assessments now rated and charged, or hereafter rated and charged, against the said lands, including proportion of this years' taxes and charges from date of this Agreement:

PROVIDED that should the Vendor pay the said taxes the same shall be repayable forthwith by the Purchaser, with interest at the rate of Seven per cent. per annum from the date of such payment being made by the Vendor.

AND will insure and keep insured in the name of the Vendor any buildings which may be on said lands at this date, in a Company to be named by the Vendor, to their full insurable value; AND will pay the Vendor all sums of money that may be paid by him for insurance premiums in respect of fire insurance on buildings on said premises during the currency of this Agreement, and the Vendor shall hold a charge or lien against the lands and premises for the amounts so paid, together with interest as well after as before maturity of this Agreement, at the rate of Seven per cent. per annum from the date of each payment.

AND it is further agreed that in the event of such insurance becoming payable through satisfaction of loss, the Vendor, upon receiving such insurance, shall treat the same as a payment on the property, which shall be credited to the Purchaser on this Agreement and will pay or cause to be paid to the Purchaser that part of such insurance remaining after retaining only sufficient to satisfy the Vendor's claims under this Agreement.

IN CONSIDERATION WHEREOF, and on payment of the said sums of money, with interest thereon as aforesaid and the surrender of this Agreement, the Vendor does COVENANT with the Purchaser, to convey and assure, or cause to be conveyed and assured, to the Purchaser, by a good and sufficient Deed in fee simple, ALL the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED and DISCHARGED FROM ALL INCUMBRANCES, except rates, taxes and assessments, from and after this date, and instalments of local improvements, taxes and assessments, but subject to the conditions and reservations in the original grant thereof from the Crown, and such Deed shall be prepared by the Vendor at the expense of the Purchaser and shall contain the usual statutory covenants and the Vendor will then assign to the Purchaser any Insurance Policies then not matured on said buildings.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the said lands until default be made in the payment of the said sums of money above mentioned or the interest thereon, or any part thereof, on the days and times and 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, and unless the payments above mentioned are punctually made at the time and in the manner above mentioned, and as often as any default shall happen in making such payment, the Vendor may at his option and in addition to his other remedies hereinunder, give to the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any such default shall continue these Presents shall at the expiration of such notice (if the Vendor shall so elect) be null and void and of no effect, and the Vendor shall be at liberty to re-possess, re-sell and convey the said lands to any purchaser thereof, and all the monies paid hereunder shall be absolutely forfeited to the Vendor as liquidated and ascertained damages. The said notice shall be well and sufficiently given if delivered to the Purchaser or mailed under registered cover addressed to the Purchaser at **215 Princess Ave. Vancouver, B.C.**

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

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 and in the lands herein described to any person whomsoever; and it is agreed 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.

THE PURCHASER shall examine the title at his own expense.

THE VENDOR shall not be bound to furnish any abstract of title, or produce any deeds, declarations or other evidences of title, except those in the possession or control of the Vendor, and copies of the title deeds in the possession of the Vendor will only be furnished at the expense of the Purchaser.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges, conditions and liabilities contained in this Agreement shall be read and held as made by and with, and 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.

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 a satisfactory declaration that such default has occurred and is then continuing at the date of such production.

AND IT IS FURTHER AGREED that the taking of a Judgment or Judgments on any of the covenants herein contained shall not operate as a merger of such covenants or affect the Vendor's right to interest at the rate and at the time aforesaid.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body politic or corporate where the context or the parties hereto so require.

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

Signed, Sealed and Delibered
BY THE VENDOR IN THE PRESENCE OF

Isaac Gowler
Broker
208 Hastings St. east
Vancouver B.C.

Jane M. Gould

State Full Name
Address and
Occupation of
Witnesses

Signed, Sealed and Delibered
BY THE PURCHASER IN THE PRESENCE OF

Isaac Gowler
(Broker)
208 Hastings St. east
Vancouver B.C.

Moichi Kosaka

State Full Name
Address and
Occupation of
Witnesses

FOR MAKER

I HEREBY CERTIFY that on the _____ day of _____ 19____
at _____ in the _____ of _____

(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 _____ the person mentioned in the annexed instrument as the maker thereof, and whose
name _____ subscribed thereto as part and that he know the contents thereof, and that he executed the
same voluntarily, and _____ of the full age of twenty-one years.

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

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

FOR ATTORNEY

I HEREBY CERTIFY that on the _____ day of _____ 19____
at _____ in the _____ of _____

(whose identity has been proven by the evidence on oath
who is) personally known to me, appeared before me
and acknowledged to me that he is the person who subscribed the name of _____
to the annexed instrument as the maker thereof, that the said
_____ is the same person mentioned in the said Instrument as
the maker thereof, and is still alive to the best of his belief, and that he, the said
_____ knows the contents of the said Instrument and subscribed the name of the said
_____ thereto voluntarily as the free act and deed of the said
_____ under authority of a power of attorney which has not been revoked.

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

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

Note.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

DECLARATION OF WITNESS

3. Isaac Gowler of the City of Vancouver

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 Jane M. Mould the party thereto, for the purposes named therein.

2. The said instrument was executed at Vancouver, B.C.

3. I know the said party, and that she is of the full age of twenty-one years.

4. I am the subscribing witness to the said Instrument and am of the full age of sixteen years.

SWORN before me at Vancouver in the province of British Columbia, this 7th day of June 19 28 Isaac Gowler

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

DATED June 5th 19 28

app # 6/322 Feest 290

JANE M. MOULD

AND

MOICHI KOSAKA

R C L FORM No. 11

Agreement

FOR SALE OF LAND

Lot 11 Block 60 D. L. 181

ROSE, COWAN & LATT, LTD., LEGAL FORM PRINTERS, VANCOUVER AND PRINCE RUPERT, B. C.

Table with 4 columns: DATE PAID, PRINCIPAL, INTEREST, PAID TO. Includes sections for FOR MAKER and FOR ATTORNEY.

FOR ATTORNEY

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

21st September, 1943.

Department of The Secretary of State,
(Japanese Evacuation Section)
506 Royal Bank Building,
Granville & Hastings Streets, W.
Vancouver, B.C.

Dear Sir:-

Re: Catalogue No. 83, 750 East Cordova Street,
Lot 11, Block 60, District Lot 181.

This lot is situated on the South side of Cordova Street, between Heatley and Kawks Avenues, and is 25 x 120 feet to a 20 foot lane. It is level with the street and lane.

On this there is a seven (7) room, two (2) and one (1) storey frame house with shingle roof - but without basement. The main foundation of the two (2) storey portion is of cement - 30 x 21 feet and the kitchen addition is 12 x 15 foot. On the ground floor there are entrance hall, living-room with fireplace - small arch to dining-room - at the back of which is the kitchen and pantry. A small room, with cupboard under the stairs is entered from the West side of the dining-room. On the second floor are three (3) bedrooms - two of fair size with cupboards and one small one at the front of the upper hall without cupboard. The bath-room has enamel bath - good toilet and basin (basin installed by tenant). The kitchen sink is modern and has tiled drainboard and backing. Plastering is generally solid - but decoration is poor and some electric wiring needs attention. Many of the windows are extremely loose. Floors are fairly level but boards uneven.

A glass or hot house has been built over the kitchen roof with entrance from the bathroom through a casement window. This has caused a leak which shows in the ceiling of the small room off the dining-room, and the tenant advised the glass roof leaks.

The exterior is of siding in fair condition, as to paint and the shingle roof appears fairly sound.

DATE Aug. 13/48

FILED BY G.E.A.Rice

File No.
3425.ANALYSIS OF
CLAIM

February 26, 1948

REAL PROPERTY
SECTIONKinoe (Mrs. Moichi) KOSAKA,
Reg. No. 13545REAL PROPERTY:-750 East Cordova Street,
known as
Lot 11/60/181/196
Vancouver, B.C.Catalogue #83Kinoe KOSAKA makes Claim re
Catalogue #83 (Gross) - - \$2000.00Sale Price (Gross) \$1200.00
"Oct. 5, 1943"Appraisal
Loewen & Harvey Ltd. \$1150.00
"Sep. 21st, 1943"Tenders -(a) Philip Agostino - \$1200.00
Acceptance of tender (a) 1200.00"Recap-"
Gross amount claimed \$2000.00
" " of sale 1200.00"B. R. Dusenbury"
B. R. Dusenbury
Office of the Custodian."Assessed Value : 1942 & 1943

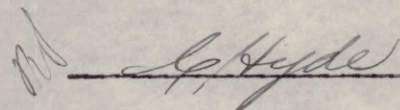
Land 500.00

Improvements 850.00

1350.00 "

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

September 24, 1948.



Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

418 HOWE STREET
VANCOUVER, CANADA

January 28, 1943

Mr. Sam Kosaka,
c/o W. Brown,
Picture Butte, Alta.

EXHIBIT No. 570-6
DATE Aug 13/48
FILLED BY Sam Kosaka for Claimant

Re: 750 E. Cordova Street
550 Cassiar Street

Dear Sir:

We have your letter of January 22, 1943, in connection with the above property.

The insurance does not expire until October 3, 1943, at which time our insurance department will renew and increase to \$2,000.00 as requested.

Our Mr. Moore will make a special endeavor to sell at \$2,000.00 and will write you direct in this regard.

At present the Government arrangements are that we report and remit all funds direct to the Custodian Department, and they pay taxes and carrying charges other than minor bills on your behalf. They in turn report to you.

We will contact them today asking that a statement be sent to you. Both properties are still rented to the same tenants who are paying their accounts and taking care of the property.

If you are communicating direct with the Custodian, your file numbers are 3425 for 750 East Cordova Street, and 3423 & 2938 for 550 Cassiar Street.

Yours truly,

PEMBERTON REALTY CORPORATION LIMITED

Ed J. Musto
Rental Department

GHJ:WH

Sutton, Braidwood & Morris
SUCCESSORS TO
Reid, Wallbridge, Gilson, Sutton & Braidwood

Barristers and Solicitors

W. A. SUTTON D. T. BRAIDWOOD
C. E. MORRIS
O. J. HALL D. A. SUTTON

Telephone: Pacific 3464
Cable Address "Housfridge"

Yorkshire Building
525 Seymour Street
Vancouver, B. C.

February 28th 1950.

Hon. Mr. Justice H.I. Bird,
Japanese Claims Commission,
Court House,
Vancouver, B. C.

Dear Sir:

Re: Cases 570: 571: 572.

I beg to advise you that in the above amended cases the claimants appeared in person. I have had award sheets prepared on the material procured from the Custodian and I am proposing to file these on the lines of general settlement.

If you have any other directions to give me in this matter I will be pleased to hear from you.

Yours very truly,

W. A. Sutton