

<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	80% of all Sale Prices		Sale Price	125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
<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	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
			46%	83.00	38.18					38.18
TOTAL RECOMMENDATION										38.18

CASE NO: 680.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
September 16th, 1948.

IN THE MATTER OF THE CLAIM OF
MIYOSHI KARIATSUMARI.

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,
 September 16th, 1948.

IN THE MATTER OF THE CLAIM OF
MIYOSHI KARIATSUMARI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

G.E.A. RICE, Esq., K.C., appearing for the
 Dominion Government.

A.G. VIRTUE, Esq., K.C., appearing for the
 Claimant.

MISS LILLIE THOMAS, Secretary.
 MRS. LUCIE HANDFORD, Official Interpreter.
 S.R. HOWARD, Esq., Official Reporter.

30

M. Kariatsumari,
In Chief.

THE SECRETARY: Case No. 680, Miyoshi Kariatsumari.

MIYOSHI KARIATSUMARI, the claimant herein,
being first duly sworn, testified
through the Interpreter as
follows:

DIRECT EXAMINATION BY MR. VIRTUE:

- Q Do you speak English?
- A Not very well.
- Q You speak some English? A: A little.
- Q If you don't understand when you come to a question,
10 then you ask the Interpreter, but otherwise we
will get along. Now you see this form, the
summary of evidence? A: Yes.
- Q Is that your signature (indicating)?
- A Yes.
- Q Was this form prepared by you with the help of an
Interpreter in my office?
- A Yes.
- Q And you are claiming for some land which you
20 leased with another Kariatsumari?
- A Yes.
- Q You leased it from Mr. Crist?
- A Yes.
- Q And you had a lease for five years from the 1st
of April, 1940; is that right?
- A Yes.
- Q Now when you took over that land did you plant
five acres of strawberries?
- A Yes.
- Q And five acres of rhubarb?
- 30 A Yes.

M. Kariatsumari,
In Chief.

Q Did you put on some buildings?

A Yes.

Q And are these the buildings that you put on shown in your claim form; a dwelling shed, a packing shed, a packing shed, dwelling house, woodshed, garage, and repairs to existing buildings?

A Yes.

Q Of a total value of \$720.00?

A Yes.

10 Q You are claiming just a half share in that?

A Yes.

Q Because there was another tenant with yourself?

A Yes.

Q And you are claiming for the loss of your lease with the buildings on it and the improvements, you are claiming \$3360.00?

A Yes.

THE SUB-COMMISSIONER: On the form it has \$360.00, at least on this list.

20 MR. VIRTUE: I think that is for buildings only, sir.

THE SUB-COMMISSIONER: Oh.

MR. VIRTUE: Yes, that is buildings only, and then he is claiming for the loss of the lease itself, \$3000.00, a total of \$3360.00.

THE SUB-COMMISSIONER: And then that would be one-half of that, that would be \$6000.00 for the lease and one-half interest would be \$3000.00?

MR. VIRTUE: Yes.

30 Q When you took that land over on April 1st, 1940, what was the condition of the land?

A Just hay land.

Q Just hay land? A: Yes.

Q And did you plant the strawberries on it and the
rhubarb? A: Yes.

Q Did you get a good crop of strawberries the first
year? A: The first
year planting there is nothing from it.

Q Nothing from the first year?

A No.

10 Q So that when you planted these strawberries in
1940, you didn't get any strawberries that year
at all? A: No.

Q And then you get it from the second year and from
then on, is that right?

A The second year not very much and third year start
good crop, and the fourth year and the fifth
year.

THE SUB-COMMISSIONER: What did he say?

MR. VIRTUE: He said the second year not very much of
20 a crop, and then the third year and from then on
a good crop of strawberries.

THE SUB-COMMISSIONER: I see.

MR. VIRTUE: Q: What about the rhubarb? Did you
get any crop from that?

A Nothing the first year.

Q Nothing the first year?

A Yes, and the second year not very much.

Q The second year not very much?

A Yes.

30 Q And then from then on the rhubarb comes or gives

M. Kariatsumari,
In Chief.

you a good crop? A: Yes.

Q So that when you planted strawberries and
rhubarb in the year 1940, you put all your work
in but you got nothing back?

A No.

Q And then in 1941 you didn't get much back?

A No, about half of the expenses.

Q Half of the expenses? A: Yes.

Q Is that what you said?

10 A Yes.

Q Just half of the expenses? A: Yes.

Q But for 1942, '43, and '44, that is when you
expected to get back your payment for your
work? A: Yes.

Q Now how much profit do you think you would make
or did you consider you would make in the year
1942? That is the third year. You planted
the strawberries in 1940, you didn't get much;
you didn't get much in 1941. Now, on five
20 acres of strawberries in 1942, how much do you
think you would have made, you and your
partner?

A I figured about five tons per acre.

Q Five tons? A: Yes, to the
acre.

Q To the acre? A: Yes.

Q So that you would have got about 25 tons of
strawberries? A: Yes.

Q And the rhubarb? A: Rhubarb,

30 500 cases to the acre.

M. Kariatsumari,
In Chief.

- Q 500 cases to the acre? A: Yes.
- Q Now you spoke about tons, coming back to the strawberries; about how much would that crop be worth in money?
- A Oh, in 1941 four and a half cents and five cents a pound.
- Q And 1942? A: 1942, I heard away up.
- Q About how much? A: I heard 25 cents.
- 10 Q Twenty-five cents a pound?
- A Yes, away up.
- Q In 1941 it was lower? A: Yes.
- And I guess now it is 30 cents a pound.
- Q Now you spoke of rhubarb and you spoke of boxes, so many boxes of rhubarb?
- A They were forty pound boxes.
- Q What is that? A: Forty pound boxes.
- Q Forty pound boxes? A: Yes.
- Q Now in 1941, in the fall when you took off your rhubarb crop -- when did you take it off, in
- 20 the fall or spring?
- A Didn't take much in '41.
- Q In '42, what time of the year would you take the rhubarb crop off? A: April or May.
- Q April or May of '42? A: Yes.
- Q And you were evacuated when?
- A April 26th.
- Q April 26th? A: Yes.
- 30 Q At that time had you taken off any of your

M. Kariatsumari,
In Chief.

rhubarb crop?

A: Yes, I got

nearly 600 cases, but we didn't get the money
at all.

Q But what?

A: We picked up

600 cases and I didn't get nothing.

Q How many cases were left? We are talking about

the rhubarb now in the spring of '42 and I

understand that the rhubarb crop comes off in

April or May. Now before you were evacuated what

10 part of the rhubarb crop, what share of the
rhubarb crop had you taken off?

A Only a part of it, about 600 cases.

Q How many cases were left that you didn't take off?

A About three acres of it left.

Q About three acres of the crop still left there?

A Yes.

Q And for the rhubarb, the forty box or case of
rhubarb, what price would you get?

A Oh, around a dollar and a half a box.

20 Q A dollar and a half a box?

A Yes.

Q So that if you took off a quarter of it, 600
cases, you figure that your total crop of
rhubarb would have come, if you had stayed
there, to about 2400 boxes?

A About two thousand boxes.

Q About two thousand boxes?

A: Yes.

Q And you only got six hundred boxes?

A I think it was around six hundred boxes.

30 Q So that there were about 1400 boxes of rhubarb

M. Kariet sumari,
In Chief.

in the spring of '42 that you did not harvest?

A Yes.

Q And that would have been worth \$1.50 a box?

A Yes.

Q And then, of course, you were not there in '43
or '44 or '45 to harvest anything?

A No.

Q You were away? A: Yes.

For the amount I harvested I didn't make a cent.

10 Q You didn't make a cent?

A No.

Q Now does a rhubarb crop keep on producing year
after year once it gets started? after a couple
of years? A: About four
years.

Q About four years? A: Yes, and then
after that the roots get very big.

THE SUB-COMMISSIONER: Q: Get what?

A Get quite big so that we put it into the forcing
20 house.

MR. VIRTUE: Q: In the four years that the rhubarb
crop is good for, are you including the year
that you planted it or not?

A The first year there is no crop.

Q Well then, what I am getting at is this: If you
planted your rhubarb crop in 1940, as you did,
you don't get anything the first year?

Pardon me, that is English, and you understand
that much. The first year you don't get anything?

30 A No.

M. Kariatsumari,
In Chief.

Q In 1941 you would get a small crop of rhubarb?

A Yes, in 1941 a small crop of rhubarb.

Q Now how many years after that would this rhubarb, this original planting of rhubarb be good for?

A Two years after that, I figure, and the last year put them in the house, take it and force the rhubarb.

THE SUB-COMMISSIONER: He said two years after that what?

MR. VIRTUE: I want to get that clear because I don't
10 know anything about it.

THE SUB-COMMISSIONER: Let him tell it through the Interpreter then.

A The first year they are planted there is no crop; the second year there is a small crop; the third and fourth years are the main crop years; and in the fall of the fourth year we take the roots up and place them in the forcing sheds.

MR. VIRTUE: Q: The fourth year you take the roots up and place them in the forcing sheds, did you say?

20 A Yes, the roots get too large. The roots cost about 15 cents each and one acre two thousand plants.

Q All right, we have got that much. Now take the strawberry crop; you planted the strawberries in 1940 and they didn't bear at all in 1940.

Pardon me just a moment, Miss Interpreter, we will get along faster if he will speak out.

THE SUB-COMMISSIONER: The only trouble is this, Mr. Virtue, that a lot of these fellows do not understand what you say and then we get a meaning into
30

M. Kariatsumari,
In Chief.

the record that is not accurate.

MR. VIRTUE: Possibly I am trying to save too much time, sir. I think this man can understand 1940. In 1940 that year your strawberries wouldn't bear at all?

A No.

Q In 1941 a small crop? A: Yes.

Q Now how about 1942, '43, '44?

A That is the main crop.

10 Q That is the main crop? A: Yes.

Q And how many years after the first two years is the original planting of strawberries good for; how long do they last?

A Five years.

Q All right. Now your buildings were built on this leased land? A: Yes, sir.

Q Entirely for the purpose of taking care of the rhubarb crop and the strawberry crop?

A Yes.

20 MR. VIRTUE: I will tender the summary as an exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q: Now, I show you a list from Exhibit 1 of your personal property coming to \$108.00.

A Yes.

Q Did you leave that behind when you were evacuated?

A Yes, sir.

Q Is that a fair value for it?

A Yes, sir.

30 Q You are not claiming now for your truck, that was sold before you were evacuated, was it?

M. Kariatsumari,
In Chief.
Cross-Exam.

A I did at first but I was advised to drop it.

Q Yes. All right, thank you.

MR. RICE: The insurance claims, I take it, you are dropping, too?

MR. VIRTUE: The insurance does not enter into this, and we also are not claiming for the horse and harness.

MR. RICE: Nor the truck?

MR. VIRTUE: Nor the truck, nor the Riversyde Lumber
10 Company shares.

MR. RICE: The Riversyde Lumber Company shares?

MR. VIRTUE: Yes.

MR. RICE: I am submitting, your Honour, that the chattels claimed for by the claimant were sold by the claimant previous to evacuation with the exception of a stove of which there was no record of at any time and the Custodian is not responsible for the same.

I wish to submit as an exhibit, your Honour,
20 an analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 2).

CROSS-EXAMINATION BY MR. RICE:

Q I show you a J.P. form dated the 9th of April, 1942 (indicating). Is that your signature to that document? A: Yes.

Q That is your document? A: Yes, sir.

MR. RICE: I wish to submit his J.P. form, your Honour, as an exhibit, and I point out that in the statement
30 of personal property owned by the claimant there

M. Kariat sumari,
Cross-Exam.

is a declaration that he owned none.

(J.P. FORM MARKED EXHIBIT NO. 3).

MR. RICE: Q: You and your partner, Gilbert H. Shikaze rented the land on which you are claiming improvements placed by you from Charles R. Crist?

A Yes, sir.

Q Of Mission? A Yes, sir.

Q You made a lease with him on the 18th of April, 1940? A: Yes.

10 Q Is that a copy of the lease (indicating)? Perhaps you had better take time to look it over. The land is part of Lot 5 and part of Lot 1, Section 9, Township 17, District Lot 410, Map 2662, Municipality of Matsqui. The rental is \$400.00 a year, \$200.00 to be paid on the execution of the agreement, \$200.00 to be paid on August 1st, 1940, \$400.00 to be paid on August 1st, 1941, \$400.00 to be paid on August 1st, 1944, oh, I think that is over in the wrong place; \$400.00
20 on the 1st of August, 1942; \$400.00 on the 1st of August, 1943; and \$400.00 on August 1st, 1944; and the contract expires April 1st, 1945. Outside of that, your Honour, it is a printed form.

And you say that is a copy of the lease you had with Mr. Charles R. Crist?

A Yes, sir.

MR. RICE: I tender that as an exhibit.

(LEASE MARKED EXHIBIT NO. 4).

30 MR. RICE: Q: Now before you were evacuated, you and

M. Kariatsumari,
Cross-Exam.

your partner, Shikaze, Gilbert H. Shikaze, leased these same premises that I have just described to Jacob G. Janzen and that lease was made on the 11th of April, 1942?

A Yes, sir.

Q And you leased for the term of one year with the option to extend it under an arrangement with the Pacific Co-Operative Union?

A Yes.

10 Q And Janzen paid you \$2000.00 for that lease?

A Yes.

Q And he was to pay in addition the annual rent due Mr. Crist of \$400.00?

A Yes, sir.

Q And also \$50.00 a month for the use of the house?

A Yes, sir.

Q I mean \$50.00 a year for the use of the house?

A Yes, sir.

Q And he was also to purchase from you and your
20 partner four acres of rhubarb? No, he was to purchase four acres of rhubarb owned by R. Hashimoto and K. Matsui?

MR. VIRTUE: I wonder if my learned friend has that lease.

MR. RICE: Unfortunately I haven't got it.

This is just an extract and I am asking the witness questions from it, and he says that the terms of this lease with Janzen were in this particular case \$2000.00 for the lease and
30 \$400.00 for the rent of the land in 1942 and

\$50.00 for the house.

Q Under the terms of this lease Janzen was to pay \$400.00 for four acres of rhubarb owned by Hashimoto and Matsui, no, it was \$200.00. Perhaps I will clear it up easier this way. Were you allowing R. Hashimoto and K. Matsui to plant rhubarb on this land?

A Yes, the first year they planted it.

Q And then when you rented the place to Janzen, did you make arrangements that Janzen was to pay these men \$200.00 for the rhubarb?

A No, we took the whole thing.

Q You took the whole thing?

A Yes.

Q I see. Well, Janzen was to pay you \$100.00 for your horse and all the tools on the premises?

A No, just the horse.

Q Just the horse? A: Yes, and the other stuff I told him when I come back I going to take back so he can use it.

Q Well, was Janzen to get these articles from you until you came back?

A Yes.

Q That was the arrangement? A: Yes.

Q He was to pay you \$100.00 for the horse and get the tools that you are claiming for until you came back? A: He had the use of the tools if he wished.

Q Janzen claims that he paid you \$100.00 for the horse and all the tools?

M. Kariatsumari,
Cross-Exam.

A Just the horse.

MR. RICE: I would like to submit that memo, your Honour, as an exhibit. It is an extract from the lease. The witness has admitted most of the information.

MR. VIRTUE: Well, just for information, sir, the same as the other; not as proof of its contents.

THE SUB-COMMISSIONER: Only what he has admitted, the figures he has admitted.

10 (EXTRACT MARKED EXHIBIT NO. 5).

MR. RICE: Q: Did you receive a telegram from the Custodian in February, 1943, to the effect that Mr. Crist was demanding his rent? Perhaps he can read it., It is a long telegram. Did you receive that? A: Yes.

Q You received an original telegram of which this document is a copy?

A Yes.

MR. RICE: I wish to submit that as an exhibit, your Honour, a copy of a telegram dated February 10th, 1943:

Mr. Crist is demanding payment of \$400.00 for which you are liable jointly with Mr. Shikaze concerning which we wrote you both on November 24 Stop There is no tenant on the land and continuation of your lease with Crist leaves you liable for further annual payments of \$400.00 Stop It appears to us to be in your interest and in the interest of Shikaze to terminate present

30

M. Kariatsumari,
Cross-Exam.

"lease to avoid future liability Stop
Consult with Shikaze and telegraph briefly
and write us fully immediately as we may
be able to arrange termination of present
lease on your behalf but present \$400.00
claim must be paid Stop Additionally Crist
claims \$50.00 from you personally for house
rent. Custodian Office."

(TELEGRAM MARKED EXHIBIT NO. 6).

10 MR. RICE: Q: And then on the 15th of February,
1943, I believe you wrote a letter to the
Custodian's office who had rented it for you
(indicating); is that your signature?

A Yes, sir.

Q And this letter is dated February 15th, 1943,
care of J. Hall, Rosemary, Alberta?

A Yes, sir.

Q Addressed to the Custodian?

A Yes, sir.

20 MR. RICE: I will read it.

"Re your File No. 2247 - 5456.

I received your letter of December
28th, 1942, at February 8th, 1943, which
is about our joint leases with Mr. Charles
R. Crist of his property in the Municipality
of Matsqui. And I was surprised to hear
that Mr. Crist filed a claim for rent
against us.

In the agreement which made with Mr.

30

Crist with us was that land rent \$400.00

M. Kariatsumari,
Cross-Exam.

"and house rent \$50.00 should paid by the August 1st every year. And of course last years 1942 rent should paid by Mr. Jacob G. Janzen from Pacific Co-Op Union, Mission City, B.C. It was clearly understood this with Mr. Crist and he gave us his consent wo we made a agreement paper in front of lawyer as above. Mr. G.H. Shikaze has this agreement paper.

10

He, Mr. G.H. Shikaze, is at Picture Butte, Alberta, and I am working at Rosemary, Alberta, about two hundred miles away from him at present. So it is hard to meet him and talk this matter with him.

Anyway we leased last years 1942 crops to Mr. Jacob G. Janzen with understanding of that he pay land rent \$400.00 and house rent \$50.00 which was understood with Mr. Crist, too.

20

So please understand this and I hope this letter make it clear."

(LETTER MARKED EXHIBIT NO. 7).

MR. RICE: Q: So that after you sold your interest in these crops to Mr. Janzen for \$2000.00 you are coming here today and claiming \$3360.00 for the same, is that right?

A Yes.

Q And when you sold out to Mr. Janzen, you and your partner, you sold every interest you had in that parcel of land, did you?

30

M. Kariatsumari,
Cross-Exam.

MR. VIRTUE: Pardon me?

MR. RICE: Well, let him answer, please.

MR. VIRTUE: I wish to make an objection to that question.

THE SUB-COMMISSIONER: Yes.

MR. VIRTUE: My learned friend has not stated the facts as given in evidence.. The facts as given in evidence were that they had leased the property for one year to Mr. Janzen with the option of renewal. It was not a case of selling out to Janzen. That was the evidence so far as to what had been given.

THE SUB-COMMISSIONER: Of course the lease will explain itself, won't it?

MR. RICE: Yes.

Q You have already stated, I think, that you sold your entire interest in that parcel of land, you and Shikaze for \$2000.00, is that right?

A Just the crop, the 1942 crop.

20 Q Just the '42 crop? A: Yes.

Q What about the buildings?

A No.

Q What arrangement had you about the buildings that you are claiming you built on the property?

A I arranged that when the lease was expired we should remove the buildings.

Q But that isn't in the lease though, is it?

A It should be written there.

Q Well, I will show it to you. That is a copy of your lease with Mr. Crist (indicating)?

30

M. Kariatsumari,
Cross-Exam.

A Yes.

Q Can you show me in that -- this , by the way, is claimed to be a certified copy certified under the seal of a Notary Public, your Honour.

A It must have been a verbal arrangement then.

THE SUB-COMMISSIONER: Q It must have been which?

A It must have been a verbal arrangement then. The buildings were made removeable and they could have been moved at any time, they weren't fixtures.

10

THE SUB-COMMISSIONER: Is that lease renewable?

MR. RICE: He claimed he had a lease on the place for five years.

THE SUB-COMMISSIONER: Is this lease renewable with Janzen? There is an option to renew it for a year?

MR. RICE: That is the way it is, yes.

Q When you sold out to Janzen for \$2000.00, wasn't that your entire interest in the property?

20 A No, I just sold the crop for that year.

Q Well, Janzen apparently had a right to renew the lease. How much was the crop worth next year?

A I left the arrangement with the Pacific, the manager of the Pacific Co-Op Union.

Q Who was that? A: He has since died.

Q Oh. A: And the arrangement was that if Mr. Janzen wished to renew the lease, it would be all right.

30 Q When you wrote the Custodian in February ---

M. Karist sumari,
Cross-Exam.

was it in February in '43, that letter?

THE SUB-COMMISSIONER: February 15th.

MR. RICE: Q: February 15th, 1943. You never suggested that your place could be leased that year for \$2000.00 again, that year, did you?

A Could I have the first line?

BY THE REPORTER: "When you wrote the Custodian in February -- was it in February in '43, that letter?"

"THE SUB-COMMISSIONER: February 15th.

10 "MR. RICE: February 15th, 1943. You never suggested that your place could be leased that year for \$2000.00 again, that year, did you?"

A I received a letter cancelling the arrangement from the Custodian.

MR. RICE: Q: Yes, but the Custodian gave you a chance to do what you liked about paying up the rent that you owed and you didn't do it?

THE INTERPRETER: He said there should be a paper setting all that out.

20 MR. RICE: Q: Where is your copy of it? Have you got it?

A Shikaze has it.

Q Why didn't you get it and have it here today?

MR. VIRTUE: Has my learned friend got the original lease? the lease to Janzen, and has he got it here today?

MR. RICE: I don't know that we have one.

MR. VIRTUE; His records should be kept a lot better than those of an evacuated beet worker.

30 MR. RICE: Janzen unfortunately owned the lease and

M. Kariatsumari,
Cross-Exam.
Discussion.

it is his property.

MR. VIRTUE: Yes, I know, but I would think my learned friend would have it.

THE INTERPRETER: The witness said that he handed a certain paper to his lawyer.

THE SUB-COMMISSIONER: Pardon?

THE INTERPRETER: The witness said that he handed a certain paper connected with that to his lawyer.

MR. RICE: Well his lawyer should produce it from his
10 file.

THE SUB-COMMISSIONER: Do you mean the lawyer at the Coast or the lawyer here?

MR. RICE: The lawyer here.

MR. VIRTUE: What paper has he in mind?

THE INTERPRETER: He says that the lawyer should have Shikaze's file.

MR. VIRTUE: Pardon me just a moment. There is a file here I didn't know about.

MR. RICE: Q: You didn't expect Janzen to pay you
20 \$2000.00 again for the use of the crop in '43,
did you? A: Yes, I did.

THE SUB-COMMISSIONER: Is that \$2000.00 under the lease with Janzen divided between him and his partner or did he get the whole of the \$2000.00?

MR. RICE: Apparently the two of them leased it, your Honour.

THE SUB-COMMISSIONER: Q: It was to be divided, the \$2000.00?
A Yes.

MR. VIRTUE: The only papers I have here in the
30 Shikaze file relating to this are some bills of

M. Kariatsumari,
Cross-Exam.
Discussion.

sale from various parties to these two men of
rhubarb which apparently they bought to plant on
this land. I don't know whether those are the
papers or not.

A The same as that, (indicating).

MR. RICE: . The same as that, a lease (indicating).

MR. VIRTUE: Q: A lease to Janzen, do you mean?

A Yes.

Q There is no copy of the lease in the file.

10 A Shikaze had a copy and he should have had it in
his possession.

Q Mr. who did?

MR. RICE: Shikaze.

MR. VIRTUE: Well it is possible we can get in touch
with Mr. Shikaze and have a further search,
but all of these men have been asked previously,
including Mr. Shikaze, to bring in any documents
which they still retained, so that it is doubtful
if that can be had.

20 MR. RICE: Q: If you were expecting another payment
of \$2000.00 from Janzen, why was it you didn't go
after the Custodian or Janzen for the payment of
the year 1943?

A I left everything to the manager of the Co-Op
and then I received a letter saying that the lease
had been cancelled.

THE SUB-COMMISSIONER: Q: From whom?

A From the Custodian.

Q Yes.

30 MR. RICE: All right, that is all.

M. Kariatsumari,
Re-Direct Exam.

RE-DIRECT EXAMINATION BY MR. VIRTUE:

Q I want to show you some papers in the form of a bill of sale, the first one is dated February 6th, 1942, signed by Tadayama and Shikaze for the sale of 34 rows of rhubarb for \$385.00. Is that the same or is that some of the rhubarb you bought to plant on this farm? or some of the rhubarb that was bought to plant on this farm?

A No, I don't think so, that is in another place.

10 Q That is in another place?

A Yes, another place; that is Tadayama and Shikaze.

Q That is Tadayama and Shikaze?

A Yes.

Q I see. Apparently this is another place that Shikaze has an interest in but the claimant has no interest in.

THE SUB-COMMISSIONER: Is that all, Mr. Virtue?

MR. VIRTUE: Just a second, sir.

THE SUB-COMMISSIONER: Yes.

20 MR. VIRTUE: Q: As far as you and Shikaze are concerned, you have settled up between yourselves for the money in connection with this lease, is that right?

A Yes, it has all been settled.

Q Shikaze, I believe, now correct me if I am wrong, but I believe that Shikaze paid this \$400.00 rent for '42 to Crist?

MR. RICE: Well you are wrong.

30 THE SUB-COMMISSIONER: Well there is the trouble of talking to these people that cannot speak English.

M. Kariatsumari,
Re-Direct Exam.

A When I was evacuated I had just received half of my share and the remaining \$500.00 was taken over by the Custodians and they applied that to the rent.

MR. VIRTUE: But that is on the agreement with Crist?

A Excuse me, that is a mistake. I received my thousand dollars but Shikaze only received \$500.00 and the remaining \$500.00 was taken over by the Custodian and that went towards the rent.

10 Q That went towards Crist's rent?

A Yes.

Q I see, and then you and Shikaze settled between yourselves?

A Well he is just repeating what he said now.

Q Well is that a receipt that Shikaze gave him for the settlement (indicating)? Can you read that?

A "This is to state that I have made an agreement with Mr. Kariatsumari concerning the \$500.00 and have settled it ourselves, so he is in
20 no debt to me".

Q Is that right? A: Yes.

MR. VIRTUE: I will tender that.

(DOCUMENT MARKED EXHIBIT NO. 8).

MR. RICE: What is that again, a receipt or a statement?
What do you call it?

MR. VIRTUE: Pardon?

MR. RICE: What do you call it?

MR. VIRTUE: It is just a receipt by Shikaze showing that as far as the \$500.00 is concerned that they
30 settled it between themselves. That is all,

M. Kariatsumari,
Discussion.

thank you.

MR. RICE: Just a minute, your Honour. I think for the purposes of the record I would like to put in a letter received by the Custodian from Mr. Crist regarding the rent. It is dated November 21st, 1942, and reads as follows:

10 "On April 18th, 1940, I leased 20 acres of my farm at Matsqui to Gilbert Shikaze and Miyoshi Kariatsumari of Mission for a term of five years at a rental of \$400.00 per year. The rent for 1940 and 1941 has been paid, but the rent for 1942 still remains unpaid. The agreement calls for the rental to be paid on August 1st of each and every year. The place has been very badly neglected, as the party that took the crop off did not do any cultivating whatsoever but let it grow up to weeds.

20 I hereby put in my claim to you for the rental owing to me by the Japanese, Gilbert Shikaze and Miyoshi Kariatsumari plus \$50.00 rent owing for house by Miyoshi Kariatsumari."
(LETTER MARKED EXHIBIT NO. 9).

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

MR. RICE: Yes, your Honour.

THE SUB-COMMISSIONER: Q: This lease with Mr. Janzen is for five years from the 1st of April, 1942?

A Yes, it was for 1942.

Q There it is right there (indicating).

30 A It was for the year 1942.

M. Kariatsumari,
Discussion.

Q For the year 1942, from the 1st of April?

A Yes.

Q And you said it was for the crop?

A Yes.

Q They took the crop for that year?

A Yes.

Q Well you told Mr. Virtue about taking off 600 cases of rhubarb; what about that?

A It was just harvested; I didn't take it.

10 Q You did not take the 600 cases?

A No.

Q Mr. Janzen got that? A: Maybe, I don't know.

Q Well was he supposed to take the 600 cases of rhubarb? A: We took it over to the Co-Operative Union.

Q Everything went to the Co-Operative Union?

A Yes.

20 Q Well what arrangements did you make with the Co-Operative Union for extending the lease?

A I said in case I didn't get back very soon he was to re-lease the place.

Q Yes. Were they the ones to decide?

A Do you mean the Co-Operative?

Q Yes. A: They were to tell me in case they leased the place again but this person is dead now and I don't know.

30 Q Does the lease with Janzen give the basis upon which it would be extended? Does the lease that has been signed by him with Janzen set out

M. Kariatsumari,
Discussion.

the terms upon which the lease would be extended?

A I don't quite remember, but in any case if he wanted it he could lease it again, that was the arrangement.

Q I see.. Does he know where that lease is, or does the Custodian know where the lease is?

MR. RICE: Janzen has a copy of the lease; of course, I think that is where the Custodian got that memok. I have no certified copy on file.

10 THE SUB-COMMISSIONER: It is not clear from this evidence whether there is anything further to be paid on an extension of that lease.

MR. VIRTUE: It is pretty hard to say what the arrangement was.

THE SUB-COMMISSIONER: Yes, the lease should be produced.

MR. VIRTUE: I might say, sir, that I am going to have a more thorough search made both by him and by Shikaze and if it is possible for us to produce our copy, we will.

20 THE SUB-COMMISSIONER: Of course you see on the basis of the claim filed, anything in connection with the re-leasing, in the absence of the Janzen lease, no one can decide what, if anything, should be done in respect to the claim.

MR. RICE: Well, your Honour, I think the purport of the evidence of the claimant is that he was leaving everything to the Co-Operative Union to handle for him.

30 THE SUB-COMMISSIONER: That is exactly what I was

M. Kariat sumari,
Discussion.

wondering.

MR. VIRTUE: I think what it probably amounts to,
that it will come down to this, at least my
guess is that the Commissioner will simply
have to take the facts as they are that this
man and his partner put their labour and
worked in this place for two years and that
they got out of it just what they got from
Janzen less what they had paid, and therefore
10 they suffered a loss but what the loss was
it is pretty hard to say.

THE SUB-COMMISSIONER: What they got from Janzen
might be in full satisfaction of any claim.

MR. VIRTUE: Hardly, sir, because these men not
only put the buildings on but bought the
rhubarb and planted it and everything, and
worked for two years.

THE SUB-COMMISSIONER: However that is for someone
else to work out, I guess.

20 MR. VIRTUE: Yes.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

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

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

A. M. Edmanson
SUB-COMMISSIONER.

2247

Case No. 680

NOV 27 1947

Proof of Claim

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapter 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

Leth

1. Name of Claimant in full:

Miyoshi KARIATSUMARI

Registration No.

13192

2. Claimant's address at the time of his evacuation from the protected area:

Box 312, Mission City, B.C.

3. Claimant's present address:

Box 9, Picture Butte, Alberta.

4. Claim relating to real property:

(a) Street address of real property:

Matsqui, B.C.

(b) Legal description of property:

Lot 5, Part Lot 1, Sec. 9, Twp. 17,
District Lot 410, Map 2662.
District of New Westminster, B.C.

- (c) Type of real property, i.e., farm, residence, commercial, etc., and short description of it:

Farm. 5 acre Strawberry, 5 acre Rhubarb.

- (d) Title or interest held by Claimant in the real property:

*Amendment
Feb 11/48* → **Rented Land.**

*Land leased from Charles R. Crust, Town of 1944.
Lease cancelled on or before the 15th of March, 1943
by the Custodian.*

- (e) Fair market value of real property at date of sale:

(I) Land— \$

(II) Buildings— \$ 360.00

→ *Loss as result of cancellation of lease \$2,000.00*

- (f) Amount of loss alleged to have been sustained by the Claimant under the terms of reference:

→ \$ ~~360.00~~ *\$2,360.00*

5. Claims relating to personal property, etc.

- (a) Location at which property was left by Claimant at date of evacuation:

Matsqui, B.C.

- (b) Type of premises in which property was left by Claimant and manner in which that property was stored or packed at time of evacuation:

Implements and livestock were left on the farm.

Truck (1939 Ford.) left at Hastings Park.

(c) In whose care was property left by the Claimant at date of evacuation?

J. Ziminek, Matsqui, B.C.
Truck in care of the Custodian.

(d) Itemized and detailed description of the property which is the subject of the claim, and itemized value thereof at the time of sale, loss or destruction:

1 Kitchen Stove	\$25.00
1 Platform Scale	\$18.00
1 Cultivator	\$25.00
1 Dust-sprayer	\$15.00
100 Berry Stands	\$25.00
1 Horse and Harness	\$100.00
Truck 1939 Ford	\$900.00
Riversyde Lbr. Co. Share (#14)	\$340.00
Insurance - Accidental	
P.#1270220 Deposit	\$425.28
Prudential Insurance	
P.#3876460 Deposit	\$332.40

(e) Amount of loss alleged to have been sustained by Claimant under the terms of reference:

\$2205.68

6. I desire that my claim be heard at the City of Lethbridge in the Province of Alberta.

7. An Interpreter will.....be required. Yes

DATED this

13th day of ^{Nov}October, A.D. 1947.

K. Tajiri

Witness to Signature of Claimant.

M. Karakim

Signature of Claimant.

STATUTORY DECLARATION

I, Miyoshi KARIATSUMARI
(Full Name of Claimant)

of Picture Butte. Farmer
(Present Address) (Occupation)

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.
2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.
3. The above Claim is true and correct.
4. I have not received any payment upon the above Claim other than the following:

Deducted by B.C. Sec. Commission for Medical Fee

\$ 690.00

From Account of Custodian Office.

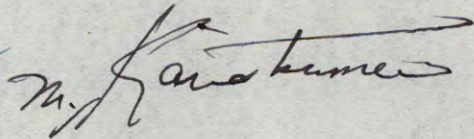
And I make this declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED at Picture Butte

in the Province of Alberta,

this 13th day of November

A.D. 1947.



Roscoe S. Luth.

A Commissioner for Oaths in and for the Province of Alberta.

VIRTUE & RUSSELL
Barristers & Solicitors
Lethbridge, Alberta.

IN THE MATTER OF Order-in-Council
P.C. 1810, as amended by Order-in-Council
P.C. 3737; and

(Full Name of Claimant)

IN THE MATTER OF "THE INQUIRIES
ACT" being Chapted 99 of the Revised
Statutes of Canada, 1927, and

(Occupation)

IN THE MATTER OF a Commission
appointed to inquire into and report upon
the claims of persons of the Japanese Race
under said Orders-in-Council.

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.
2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.
3. The above Claim is true and correct.
4. I have not received any payment upon the above Claim other than

Commission for Medical Use

Proof of Claim

From Account of Custodian Office.

And I make this declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED at

in the Province of Alberta,

this

A.D. 1947.

A Commissioner for Oaths in and for
the Province of Alberta.

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

VIRTUE & RUSSELL

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

A. GLADSTONE VIRTUE, M.C., K.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.

PLEASE REFER TO FILE NO. 3212

February 11th, 1948.

A. Watson, Esquire
Secretary to Japanese Commission,
c/o The Custodian,
Royal Bank Building,
VANCOUVER, British Columbia.

2247
13192

Dear Sir:-

RE: MIYOSHI KARIATSUMARI.

We have been asked by Mr. Kariatsumari to advise you of an amendment relating to his claim dated 13th of November, 1947. The amendments are as follows:-

- (a) Under paragraph 4 (d) - land leased from Charles R. Crist to end of 1944. Lease cancelled on or before the 10th of March, 1943, by the Custodian. (To be added).
- (b) Under paragraph (4)e - Loss as result of cancellation of lease \$2,000.00.
- (c) Under paragraph (4)f - Figure \$360.00 should be deleted and figure \$2,360.00 substituted therefor.

Yours truly,

VIRTUE & RUSSELL

Per 

WSR/D

FEB 13 1948

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No.

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Miyoshi Kariatsumari

2. Registration Number: 13192

EXHIBIT No. 680-1
DATE Sept. 16/48
FILED BY A. G. Virtue

3. Present Address: Box 9, Picture Butte, Alberta, Alta.

4. Address Prior To Evacuation: Box 312, Mission City, B. C.

5. LEGAL DESCRIPTION OF PROPERTY: Parcel 1.

(If more than one parcel, list each separately, beginning as Parcel 1, Parcel 2, etc. with following particulars covering each parcel separately on individual sheets)

Land Leased from C. R. Crist

Lot five (5) and part Lot one (1) Section nine (9)
Township Seventeen (17) District 410 Map 2662
Leased jointly with Mr. Kariatsunari

- (a) Nearest Post Office adjacent to land. Matsqui B. C.
- (b) Number of acres: 21 acres
- (c) When ~~purchased~~ ^{Leased}: April 1, 1940 for term of 5 years
- (d) Condition when purchased: Give improvements and values in detail as of date of purchase)

(e) Purchase Price Rental per year.....	\$ 400.00
$\frac{1}{2}$ Share	200.00

6. IMPROVEMENTS:

(a) Clearing.....acres at \$.....per acre	\$	
(b) Fencing	\$	
(d) Drainage)	\$	
(c) Tillage	\$	
(e) Weed Eradication	\$	
(f) Planting 5 acres strawberries	\$	2000.00
5 acres rhubarb		1000.00
(g)	\$	
(h)	\$	

	Total	\$ 3000.00
	Carried Forward	\$ 3000.00

Brought forward

\$ 3000.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
dwelling shed	8 x 10	1941	100.00	20.00	120.00
packing shed	16 x 26	1941	75.00	20.00	95.00
packing shed	16 x 26	1941	75.00	20.00	95.00
dwelling house	12 x 24	1941	200.00	40.00	240.00
woodshed	10 x 14	1941	25.00	10.00	35.00
garage	12 x 20	1941	75.00	20.00	95.00
Repair to existing buildings		1941	30.00	10.00	50.00

$\frac{1}{2}$ Share of Total Cost of Buildings 720.00 360.00

Total Cost of Land and All Improvements\$ 3360.00

Fair Market Value\$ 3360.00

Sold by Custodian for\$ NIL

Loss Claimed on Parcel 1\$ 3360.00

8. Assessment for 1942:

Land \$

Improvements \$

Total \$

Parcel 2:- (Add additional sheets if necessary)

(Give exactly the same information as in paragraphs 5 to 12 above)

13. SUMMARY OF LOSSES ON REAL PROPERTY:

Parcel 1\$ 3360.00

Parcel 2\$

Parcel 3\$

Parcel 4\$

TOTAL:

\$3360.00

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
1 kitchen stove	1941	\$ 30.00	\$ 25.00	
1 platform scale	1941	20.00	18.00	
1 cultivator	1941	27.50	25.00	
1 dust sprayer	1941	17.00	15.00	
100 berry stands	1941	25.00	<u>25.00</u>	
			\$ 108.00	

(ADD ADDITIONAL PAGE IF NECESSARY)

(IF CLAIM FOR VESSEL DESCRIBE ON SEPARATE SHEET NUMBERED 6 A)

PAYMENTS RECEIVED FROM CUSTODIAN ON
PERSONAL PROPERTY

Item: Year: Month: Amount.

Total: \$
 NIL

Total Claim for Personal Property \$ 108.00

Deduct Payments from Custodian \$ NIL

Net Loss on Personal Property \$ 108.00

I Certify the above to be True and Correct.

 S. Aoki
Witness

 M. Karistoman
Signature of Claimant.

No. ²²⁴⁷
 No. 13192

EXHIBIT No. _____

CASE No. _____

VENUE Lethbridge

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

25 00

18 00) Sold by KARIATSUMARI prior to
 25 00) evacuation to J.G. Janzen for \$100.00
 15 00) Payment made by Janzen through P.C.U.
 25 00) Apr. 30/42.
 100 00) (See P.C.U. statement of account)

Goods for which Japanese claims \$25.00 not record at any time
 " " " " " \$183.00 sold by Japanese prior to evacuation.
 \$208.00

*Further Trans
 Submission*

EXHIBIT No. 680-2
 DATE Sept 16 1948
 FILLED BY Gracie

Sept 16/48

DATE

FILED BY

G.E.A.Rice

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: KARIATSUMARI, Miyoshi. "Sept 5/42
 same address as
 HOME ADDRESS: P.O. Box 312, Mission, B.C. (House unknown) Kayemon Shikaze who
 has declared 2 parcels
 REGISTRATION NUMBER 13192 SEX: Male AGE: 30 of property (5420)"
 OCCUPATION: Farmer "(Farm hand)" "DD"

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: Self

MARRIED? None

NAME OF WIFE OR HUSBAND: None

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN:

ADDRESS OF CHILDREN: None

AGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: None "Sept 5/42
 "Search being made of Lot 5 & pt of Lot 1 etc" He is a joint lessor
 with Gilbert H.
 Shizake.
 Sept 5/42 "DD"
 "Sept 5/42
 Kayemon Shikaze
 F.5420 says M.K.
 owes him \$500 on land
 "DD" "

2. BUILDINGS AND OTHER IMPROVEMENTS: None

3. INSURANCE (Give particulars; state where policies are) None

4. TAXES (Amount and where payable) None

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

6. OCCUPANCY AND LEASES (If vacant so state) None

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: none
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: none
9. IF FARM LAND STATE CROPS SOWN..... none

STATEMENT OF REAL PROPERTY OCCUPIED

"Sept 5/42
Kayemon
Shikaze
has de-
clared
2 parcels
F.5420
Same
address"
"DD"

1. LOCATION AND DESCRIPTION: P.O. Box 312, Mission B.C. 2 story 8 room wooden
frame house.
2. LANDLORD'S NAME AND ADDRESS: K. Shizake, P.O. Box 312 Mission, B.C.
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: Lives with
his uncle pays no rent
4. STATE WHEREABOUTS OF LEASE: None
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)..... None
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES,
EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:.....
None

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS. 1 horse the
declarant will hand it over to W.E. Doby, Matsuqui, B. C. "Sold to Jacob G. Jansen
see lease"

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR
CLAIM ON ANY SUCH PROPERTY..... none

FORM "J"
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4. INSURANCE CARRIED ON ABOVE PROPERTY: None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF

OTHERS: None "Sept 5/42"
M.K. Was to receive \$100.00 (see particulars) enclosed of lease for 1 horse and tools"
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) "DD"

\$200.00 S. Shikaze, Mission, B. C.
"This debt is declared by Fred Satsuo Shikaze amount F.1940 as owing to M. Kariatsumari, Matsqui, B. C. Sept 5/42" "DD" "(memo made in F. 1940)" "DD"

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

Certe No. 14 with the Riversyde Lumber Co.Ltd Incorporated in the Province of B.C. 340 shares at \$1.00 each, Shares in own possession.

8. BANK ACCOUNTS: \$15.00 Saving Account No. K414 deposited in the Canadian Bank of Commerce, Mission, B. C.

9. LIFE INSURANCE: \$2,500.00 Endowment Policy No.1270220, Occidental Life Insurance Co., Vancouver Branch. Policy paid up until November 1942. policy in owner's possession. Beneficiary, K. Kamimura. \$1,000.00 Endowment Policy No. 3876460, The Prudential Insurance Co., Beneficiary, brother, Policy in owner's possession paid up until March 1942.

10. INTEREST IN ANY ESTATES OR TRUSTS

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: \$2000.00 I. Kariatsumari, 1548 W. 41st Vancouver, B. C.
\$500.00 T. Kariatsumari, Mission, B. C.
\$500.00 K. Shikaze, Mission, P.O. Box 312, B.C.
\$200.00 T. Kawamoto, Mission, B. C.

NOTE:- The above money has been borrowed from the declarant's relatives when the undersigned was in his own business and which is as yet outstanding.

2. TRADE DEBTS: None

REMARKS none

~~I the undersigned hereby voluntarily turn over to the Custodian all my property in the protected areas set out above including fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.~~

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 9th day of April 194 2.

"A.G.McArthur"

(Signature) "M. Kariatsumari"

Witness

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

FOR DEPARTMENTAL USE

October 30th 1948

[Handwritten signature]

*Sept. 5/42
But Kariemon
Shikaze says
he owed
\$500 on land
F 5420
D.D. 11*

DATE Sept 16/48

FILED BY
G.E.A.Rice

THIS INDENTURE made the Eighteenth day of April in the year of our Lord one thousand nine hundred and forty.

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN

Charles R. Crist (Retired)
Mission City, B. C.

hereinafter called the Lessor of the FIRST PART:

AND

Gilbert H. Shikaze and Miyoshi Kariatsumari
(Farmers)

Mission City, B. C.

hereinafter called the Lessee of the SECOND PART

WITNESSETH, that in consideration of the yearly rents, covenants and conditions hereinafter respectively reserved and contained the said Lessor doth demise and lease unto the said Lessee ALL AND SINGULAR Part of Lot 5 and Part of Lot, 1, Sect. 9, Twp 17, Dist Lot 410, Map 2662, Municipality of Matsqui, Except that portion where house and bank building stand containing approximately 150 x 200 ft. and the new orchard and barn by the house. This is to be reserved for Lessor. Lessee to have the use of woodshed and the red barn. Containing approximately 21 acres of land.

From the first day of April one thousand nine hundred and forty for the term of 5 years next ensuing

YIELDING AND PAYING therefor to the said Lessor, the clear yearly rent or sum of Four hundred (\$400.00) Dollars of lawful money of Canada, payable on the following days and times, that is to say: the sum of Two hundred Dollars (\$200.00) to be paid on the execution of this agreement, and \$200.00 to be paid on August 1st, 1940.

\$400.00 to be paid on Aug. 1st 1941 - pd. \$400.00 to be paid on

\$400.00 to be paid on August 1st 1942.

Aug. 1st 1944.

\$400.00 to be paid on Aug. 1st 1943

This contract expires 1st day of April, 1945.

AND the said Lessee COVENANT with the said Lessor to pay rent ~~and to repair (reasonable wear and tear and damage by fire and tempest excepted)~~

~~AND that the said Lessee will repair according to notice (reasonable wear and tear and damage by fire and tempest excepted)~~

AND will not assign or sublet without leave;

~~AND WILL not assign or sub let without leave;~~

AND will not carry on any business that shall be deemed a nuisance on the said premises;

AND that he will leave the premises in good repair (reasonable wear and tear, and damage by fire and tempest excepted).

AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or if the said Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, THE then current quarter's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

~~AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down, or damaged by fire, so as to render the same unfit for the purpose of the said Lessee, then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof according to the nature and extent of the injury sustained, and all remedies for removing the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said Lessee~~

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

THE said LESSOR COVENANT with the said LESSEE for quiet enjoyment.

THIS INDENTURE shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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.

State full name Address and occupation of witness

SIGNED, SEALED AND DELIVERED by the Lessor in the presence of W.R. Crist Notary Public Matsqui, B. C.

Charles R. Crist

State Full Name Address and occupation of Witness

SIGNED SEALED AND DELIVERED by the Lessee in the presence of W.R.Crist Notary Public, Matsqui, B.C.

Gilbert A. Shikaze Miyoshi Kariatsumari

DECLARATION FOR MAKER SECRETARY OF A CORPORATION WITNESS ATTORNEY by ATTORNEY

Not completed

I hereby certify that the foregoing words contained in these two pages are a true copy of the original whereof they purport to be a copy.

October 30th 1948

Em. M. Seals

THE ATTACHED LEASE FORM IS A TRUE COPY
OF THE ONE HELD BY CHARLES R. CRIST
DATED APRIL 18TH, 1940

" D.A.W. CRAMER "

A Notary in and for the
Province of British Columbia

NOVEMBER 9th, 1942.

EXHIBIT No. Sept 16/48
 DATE.....
 FILED BY G.E.A. Rice

Extract from Lease

Files #5456 & 2247

Lessor: Gilbert H. SHIZAKE & Miyoshi KARIATSUMARI
Lessee: Jacob G. JANZEN
Date: 11th April, 1942.
Term: 1 year from 1st April, 1942, with option to extend lease under arrangement with P.C.U.

Consideration: \$2000.00, paid. Lessee to pay N.R.Crist \$400.00 for rent of lands for 1942, and a further sum of \$50.00 per annum for use of house; to purchase 4 acres of rhubarb owned by R. Hashimoto and K. Matsui for \$200.00; pay \$100.00 to Ariatsumari for 1 horse and all tools on premises.

Property:

Land: Lot 5 and part Lot 1 Section 9 Township 17 District Lot 410, map 2662 (except that portion where house and bank building stand containing approximately 150 x 200 ft, and new orchard & barn by the house. Municipality of Matsqui, N.W.D.

House: Included, also buildings.

Chattels: As above.

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

October 29th 1948

C. M. Seal

CLASS OF SERVICE	
Full Rate	
Day Letter	
Night Message	
Night Letter	
Evening and Sunday Messages	
Please mark an X opposite the class of service desired.	

CANADIAN PACIFIC TELEGRAPHS



World Wide Communications

W. D. NEIL, GENERAL MANAGER OF COMMUNICATIONS MONTREAL

CHECK

TIME FILED

Send the following message, subject to the conditions on the back thereof, which are hereby agreed to.

10th February 1943

MIYOSHI KARIATSUMARI
CARE OF MRS LOUISE SCHMIDT
PICTURE BUTTE ALBERTA

EXHIBIT 680 - 6
DATE Sept 16/48
FILED BY G. E. A. Rice

MR. CRIST IS DEMANDING PAYMENT OF FOUR HUNDRED DOLLARS FOR WHICH YOU ARE LIABLE JOINTLY WITH MR SHIKAZE CONCERNING WHICH WE WROTE YOU BOTH ON NOVEMBER TWENTY FOURTH STOP THERE IS NO TENANT ON THE LAND AND CONTINUATION OF YOUR LEASE WITH CRIST LEAVES YOU LIABLE FOR FURTHER ANNUAL PAYMENTS OF FOUR HUNDRED DOLLARS STOP IT APPEARS TO US TO BE IN YOUR INTEREST AND IN THE INTEREST OF SHIKAZE TO TERMINATE PRESENT LEASE TO AVOID ^{FUTURE} LIABILITY STOP CONSULT WITH SHIKAZE AND TELEGRAPH BRIEFLY AND WRITE US FULLY IMMEDIATELY AS WE MAY BE ABLE TO ARRANGE TERMINATION OF PRESENT LEASE ON YOUR BEHALF BUT PRESENT FOUR HUNDRED DOLLARS CLAIM MUST BE PAID STOP ADDITIONALLY CRIST CLAIMS FIFTY DOLLARS FROM YOU PERSONALLY FOR HOUSE RENT

CUSTODIAN OFFICE

Charge to Office of the Custodian
506 Royal Bank Building
Vancouver, B. C.

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

October 30th 1948

M. G. A. Rice
E. G.

D. L. HOWARD, Assistant to General Manager, Montreal

E. H. GOODFELLOW, Assistant Manager, Montreal, Que.

R. R. BACON, Supt., Sudbury, Ont.

H. S. INGRAM, Supt., Toronto, Ont.

W. S. EMERY, Supt., Montreal, Que.

C. W. MACDONALD, Supt., Saint John, N.B.

W. M. THOMPSON, Assistant Manager, Winnipeg, Man.

P. G. McLEAN, Supt., Vancouver, B.C.

L. A. RAYMOND, Supt., Calgary, Alta.

T. H. HOLMES, Supt., Moose Jaw, Sask.

A. J. CLARK, Supt., Winnipeg, Man.

TERMS AND CONDITIONS UPON WHICH TELEGRAPH AND CABLE MESSAGES SHALL BE TRANSMITTED ARE PRESCRIBED BY ORDER No. 49274 DATED DECEMBER 5th, 1932, OF THE BOARD OF TRANSPORT COMMISSIONERS FOR CANADA, AND PUBLISHED IN THE CANADA GAZETTE.

It is agreed between the sender of the message, on the face of this form and this Company, that said Company shall not be liable for damages arising from failure to transmit or deliver, or for any error in the transmission or delivery of any unrepeatable telegram, whether happening from negligence of its servants or otherwise, or for delays from interruptions in the working of its lines, for errors in cypher or obscure messages, or for errors from illegible writing, beyond the amount received for sending the same.

To guard against errors, the Company will repeat back any telegram for an extra payment of one-half the regular rate, and in that case the Company shall be liable for damages, suffered by the sender to an extent not exceeding \$200, due to the negligence of the Company in the transmission or delivery of the telegram.

Correctness in the transmission and delivery of messages can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz.: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance.

This Company shall not be liable for the act or omission of any other Company, but will endeavor to forward the telegram by any other Telegraph Company necessary to reaching its destination, but only as the agent of the sender and without liability therefor. The Company shall not be responsible for messages until the same are presented and accepted at one of its transmitting offices; if a message is sent to such office by one of the Company's messengers he acts for that purpose as the sender's agent; if by telephone the person receiving the message acts therein as agent of the sender, being authorized to assent to these conditions for the sender. This Company shall not be liable in any case for damages, unless the same be claimed, in writing, within sixty days after receipt of the telegram for transmission.

No employee of the Company shall vary the foregoing.

CLASSES OF SERVICE

FULL RATE TELEGRAM

A full-rate expedited service.

NIGHT TELEGRAM

Accepted up to 2 a.m. at reduced rates, to be sent during the night and delivered on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the ten-word day telegram rate for the transmission of 50 words or less, and one-fifth of the initial rate for such 50 words for each additional 10 words or less.

Day letters may be forwarded by the Company as a deferred service, and the transmission and delivery of such Day Letters are, in all respects, subordinate to the priority of transmission and delivery of full-rate telegrams.

Day Letters may be delivered by the Company by telephoning the same to the addressees and such deliveries shall be a complete discharge of the obligation of the Company to deliver.

Day Letters are received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of full-rate telegrams under the conditions named above.

NIGHT LETTERS

Accepted up to 2 a.m. for delivery on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays, at rates still lower than its standard night telegram rates as follows: The standard day rate for 10 words for the transmission of 50 words or less and one-fifth of the initial rate for such 50 words for each additional 10 words or less.

Night Letters may, at the option of the Company, be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.

EVENING AND SUNDAY MESSAGE

An expedited service admitting up to 40 words at the same rate as a 10 word full rate telegram, each additional 10 or a lesser number of words is charged at the rate of 1/5 of the cost for the initial 40 word telegram. Evening and Sunday messages may be filed at any hour where circumstances permit and will be delivered on week days after 7 p.m. point of origin or destination time whichever provides for earlier delivery. The service is also available all day Sunday. If the message should require a reply and the sender prepays same at the time of filing the reply will be charged at 50% of the normal rate for an Evening and Sunday telegram. If the reply exceeds 40 words, each additional ten or a lesser number of words will be charged at 1/5 of the reply paid telegram rate.

EXHIBIT No. _____
 Sept 16/48
 DATE _____
 FILED G.E.A.Rice

Feb 15th 1943
 c/o J.Hall
 Rosemary, Alta.

Mr R.D.Richardson,
 Farm Department,
 c/o Office of the Custodian
 (Japanese evacuation section)

Re Your file No.2247, 5456

Dear Sir:

I received your letter of Dec 28/42 at Feb 8/1943 which is about our joint leases with Mr Charles R.Crist of his property in the Municipality of Matsqui. And I was surprised to hear that Mr Crist filed a claim for rent against us.

In the agreement which made with Mr Crist with us was that land rent (\$400.00) & house rent (\$50.00) was should paid by the August 1st every year. And of course last year (1942) rent should paid by Mr Jacob G. Janzen from Pacific Co-op Union, Mission City, B.C. It was clearly understood this with Mr Crist and he gave us his consent so we made a agreement paper in front of lawyer as above Mr G.A.Shikaze has this agreement paper.

He (Mr G.A.Shikaze is at Picture Butte Alta, & I am working at Rosemary Alta about 200 miles away from him at present. So it is hard to meet him & talk this matter with him.

Anyway we leased last year's (1942) crops to Mr Jacob G. Janzen with understanding of that he pay land rent (\$400.00) & house rent (\$50.00) which was understood with Mr Crist too.

So please understand this and I hope this letter make it clear.

Yours truly,

Reg #13192

"M.Kariatsumari"

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

October 29th 1948

M. Scaly
 T-M

Jan. 27~~4~~ 1948.

To whom it may concern: -

This is to state that I have made an agreement with M. Kaiatsumai concerning the five-hundred dollar (\$500) and have settled it ourselves, so he is in no debt to me.

R. Shikaze

EXHIBIT NO. 680-8
DATE Sept. 16/48
FILED BY A. Y. Virtue

Sept 16/48

Mission City, B. C.

Nov 21st 1942 G.A.E.Rice

Your File No.

2247

5456

To the Custodian
Vancouver, B. C.

Dear Sir:-

On Apr 18th 1940 I leased 20 acres of my farm at Matsqui to Gilbert Shikaze and Miyoshi Kariatsumari of Mission, for a term of 5 years, at a rental of \$400 per year. The rent for 1940 and 1941 has been paid, but the rent for 1942 still remains unpaid. The agreement calls for the rental to be paid on Aug 1st of each and every year.

The place has been very badly neglected, as the party that took the crop of, did not do any cultivating whatsoever, but let it grow up to weeds.

I hereby put in my claim to you for the rental owing to me by the Japanese, Gilbert Shikaze and Miyoshi Kariatsumari, plus \$50.00 rent owing for house by Miyoshi Kariatsumari.

Yours truly,

"C.R.Crist".

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

October 29th 1948

m. scally
E.R.