Name of Claimant KARIATSUMARI, Tokuyoshi Case 681

Custodian File 6625

REAL PROPERTY											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% there-of	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:		
						% of Total	Amount		% of Total	Amount	
		250.00	25.00	.00 12.50							37.50

PERSONAL PROPERTY								
Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	
560.00	140.00							140.00

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

MISCELLANEOUS CHATTELS								
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
185.00	45.10	13.53	24.38%	23.00	5.60			19.13

TOTAL RECOMMENDATION	196.63

1540

CASE NO: 681.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,

September 16th, 1948.

IN THE MATTER OF THE CLAIM OF

TOKIYOSHI KARIATSUMARI.

Proceedings At Hearing.

Original.

CASE NO: 681.

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. EDMANDSON, SUB-COMMISSIONER).

10 Lethbridge, Alberta,

September 16th, 1948.

IN THE MATTER OF THE CLAIM OF

TOKIYOSHI 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

THE SECRETARY: Case No. 681, Tokiyoshi Kariatsumari.

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

DIRECT EXAMINATION BY MR. VIRTUE:

Q I show you a form of summary of evidence containing a statement of your lot in Mission City, showing when it was purchased, the buildings and repairs
10 you put on it. Was that form prepared with the assistance of your Interpreter in my office?

A Yes.

Q Will you please sign it, now? I am sorry, sir, that it wasn't done previously.

A (Witness complies).

Q Now your lot was in Mission City, was it?

A Yes.

Q Do you remember what you paid for it, for the lot?

A $400.00.

20 Q $400.00? A: Yes.

Q What were the buildings like at the time that you bought this land?

A They weren't in good condition when I bought them.

Q Almost worthless, is that right?

A And I made repairs.

Q Almost worthless? A: I bought it because I thought it was very cheap.

Q And you put on repairs to the back of the house and the kitchen which cost you $330.00?

30 A I think it cost about that.

Q Yes. And then you figured that it was worth a little more than you paid; you figured it was worth $1000.00, did you, when you were evacuated?

A Yes, I had made repairs and improved it considerably.

Q And the Custodian sold it for $250.00?

A Yes.

Q Now there is also a list here of your personal property including a Chevrolet car and some

10 household furniture?

A Yes.

Q Did you leave all that behind?

A Yes.

Q You bought this car in what year, do you remember? A: About six months before I was evacuated.

Q You were evacuated in the spring of '42?

A In June, 1942.

Q In June, 1942? A: Yes.

20 Q So that you bought the Chevrolet car in 1941?

A Yes, 1941.

Q What did you pay for it?

A I think I paid $975.00 for it.

Q I see. And was it in as good shape when you were evacuated as when you bought it?

A I think it was about the same.

Q Have you put a fair value on the household furniture that you left behind?

A Yes, it is a fair price.

30 Q Are the statements that you have made in this

/written summary of evidence true statements?

A Yes, but there are several things that I haven't included.

Q Well everything that you have included you have put at a fair price?

MR. RICE: He sure has.

A Yes.

MR. VIRTUE: I will tender that.

(SUMMARY MARKED EXHIBIT NO. 1).

10 MR. VIRTUE: I see my learned friend has the police report on the car here and perhaps he might let me put that in now.

MR. RICE: All right.

MR. VIRTUE: Q: This is a police report on your car (indicating)? A: Yes.

Q Is that your signature (indicating)?

A Yes, I signed that.

Q You signed that? A: Yes.

MR. VIRTUE: The police report on this car has

20 a '39 Chev. sedan and under the heading "condition, appears fair", and "extra equipment, heater".

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

MR. VIRTUE: Q: I show you an agreement dated the 17th of June, 1939, from Eileen Tirrell in your favour covering this lot for $400.00 (indicating)? A: Yes.

Q Is that your signature (indicating)?

A Yes.

Q Is that the agreement under which you bought this

30 lot? A: Yes.

MR. VIRTUE: I will put that in as an exhibit.

(AGREEMENT MARKED EXHIBIT NO. 3).

MR. VIRTUE: All right, thank you.

MR. RICE: I am submitting, your Honour, that the real estate was sold at its fair market value. I am submitting that the chattels sold or disposed of by the Custodian were sold for their fair market value, including the automobile. I am submitting that the stove that was abandoned as worthless and that the goods not accounted for on account of theft, if the Custodian is responsible in any manner for the same, the claim made for the same is exorbitant.

MR. VIRTUE: Have you got a copy of that, Mr. Rice? I would like to follow you.

MR. RICE: I don't think I have got a copy.

MR. VIRTUE: If you haven't got it handy, all right go ahead.

MR. RICE: There should be a copy. Here is one. (Analysis to Mr. Virtue).

MR. VIRTUE: Thank you.

MR. RICE: I wish to submit as an exhibit, your Honour, a summary relative to the real property showing its assessed value, Mr. W.H. Ansell's appraisal, the assessed value at $475.00 and Mr. Ansell's appraisal is $200.00, the claimant's appraisal is $800.00, and the sale price $250.00. There is also a real property summary attached to it.

(DOCUMENTS MARKED EXHIBIT NO. 4).

MR.RICE: I also have the original appraisal of William H. Ansell of Whonnock, B.C. with the properties appraised at $200.00 and the assessment of the Corporation of the District of Mission, British Columbia, for the year 1943 showing the assessed value $350.00. Perhaps those two could be put in as one exhibit and attached.

THE SUB-COMMISSIONER: Yes.

10 (DOCUMENTS MARKED EXHIBIT NO. 5).

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

(ANALYSIS MARKED EXHIBIT NO. 6).

CROSS-EXAMINATION BY.MR. RICE:

Q You leased your property on the 16th of June, 1942, to Wo Kee of Mission City, B.C., did you not?

A Yes, it was a Chinaman.

Q A Chinaman? A: Yes.

20 Q And I show you a document, a lease; is that your signature on it (indicating)?

A Yes, it is.

Q And that is the lease that you made with Wo Kee, that document, which you declared you signed?

A Yes.

MR. RICE: I tender that as an exhibit, your Honour.

(LEASE MARKED EXHIBIT NO. 7).

MR. RICE: Q: Did you write a letter to Mr. Shimek of Mission when you were in Burmis, Alberta,

30 on January 4th, 1943, authorizing the sale of

your Chevrolet car for $700.00?

A Yes, I wrote to him.

Q You wrote to Mr. Shimek in that letter, and is that letter a copy of the letter that you wrote to Mr. Shimek? A: Yes, I think it is.

MR. RICE: It is dated at Burmis, Alberta, January 4th, 1943, care of the Burmis Lumber Company, and a summary of the letter is that you authorized Shimek to sell your '39 Chevrolet/Passenger for $700.00. I wish to tender that copy of the letter which the claimant acknowledges.

(LETTER MARKED EXHIBIT NO. 8).

MR. RICE: Q: Did you write the Custodian on January 13th, 1943 (indicating)? You can refer to the letter. A: Yes.

Q Is that your signature or did you have someone write it for you?

A Yes, that is my signature.

Q That is your signature? A: Yes.

Q On a letter that you wrote the Custodian, on January 13th, 1943?

A Yes.

MR. RICE: This letter reads:

"Re your letter File No. 6625.

I am in receipt of your letter of 9th January, 1943.

Regarding the salevalue of my car on my departure for Alberta from Mission, Mr. J.B. Shimek of the Pacific Co-Operative Union

"and I reached an understanding that he were to sell the car concerned at the price of $700.00.

Inasmuch of the above I will give my permission to sell my car at $600.00.

Furthermore as I am yet in debt to the Westminster Finance Company, New Westminster, B.C. to an amount which I am uncertain, will you please get in touch with
10 the finance company previously mentioned. Of course if the car is to be sold you will pay the outstanding value to the finance company.

In addition will you be kind enough to inform me what my expected due is after my debt is cleared.

Trusting you will oblige me with an early reply, I am very truly yours."

I tender that as an exhibit.

20 (LETTER MARKED EXHIBIT NO. 9).

MR. RICE: Q: Did you receive back from the Custodian's office a letter in reply to the letter that has just been marked as Exhibit 9 (indicating)? Just read it over to him and asked him if he received that letter?

A Yes, I understand.

Q You received the original letter of which this is a copy?

A Oh, I am not quite certain. I think I received it.

30 Q You think you received it?

A Yes.

MR. RICE: I would like to tender this as an exhibit, your Honour. It is a letter written by Mr. Richardson of the Farm Department, Custodian's Office, under date of the 22nd of January, 1943.

"We have for acknowledgment your letter of the 13th instant, and will accordingly advise the Pacific Co-Operative Union that you are willing to sell your car for

10 $600.00.

"The Westminster Finance Company had your car seized by the Sheriff and the Pacific Co-Operative Union paid off the Sheriff in the amount of $314.90. You, therefore, are not in debt to the Westminster Finance Company but to the Union in the amount which they paid on your behalf and which they will naturally deduct from the proceeds of the sale of your car."

20 (LETTER MARKED EXHIBIT NO. 10).

MR. RICE: Q: Well then, in June of the same year, 1943 --

MR. VIRTUE: -- Will you show me that letter, Mr. Rice? Maybe I can admit it right now.

(Letter to Mr. Virtue).

Yes, there is the original letter (indicating) and you can put it in without a question.

MR. RICE: I am going to put in an original letter from the Custodian's office.

30 THE SUB-COMMISSIONER: What is the date?

MR. RICE: June 1st, 1943, from Mr. Alexander of the Custodian's office addressed to the claimant, care of the Burmis Lumber Company, Burmis, Alberta.

"Re your 1939 Chevrolet sedan.

The purpose of this letter is to inform you that the Custodian has been successful on your behalf in arranging for sale of your 1939 Chevrolet sedan for the sum of $560.00, has obtained payment, and has
10 credited your account accordingly.

Following advertisement, six offers were received ranging from $275.00 to $560.00, and all of them, with the exception of the $560.00, were for less than $500.00 apiece. On May 5th we had the car valued and the value placed on it at the most was between $450.00 and $500.00."

(LETTER MARKED EXHIBIT NO. 11).

MR. RICE: As a matter of fact, for the record, your
20 Honour, I think the car was previously valued at a higher value. The car had been previously valued by a representative of McDermott Motors for $719.00 and the car could not be sold at that figure, and a few months later it was re-valued but at that time I might say that McDermott Motors' bid on the car was $450.00.

Q In your summary of evidence, you swore that the rental value of your property is $240.00, and yet you went out and rented the place to a
30 Chinaman for $10.00 a month, $120.00 a year;

how do you reconcile these statements?

A Yes.

Q Yes, what? A: Yes, I did rent it for $10.00.

Q Why do you swear that the rental value is $240.00? A: I estimated it as rent for two years.

Q Oh. My learned friend has completed this form wrong then.

10 MR. VIRTUE: Well if my learned friend is going to make personal attacks on how this form was prepared I will have to come out and be sworn and give evidence how this form was prepared. I don't think my learned friend needs to go out of the way to make personal attacks how his learned friend has prepared the form or that his learned friend has prepared the form wrong.

MR. RICE: Well then, the statement made by the claimant is wrong. One of you is wrong,

20 certainly.

MR. VIRTUE: There has been a misunderstanding somewhere.

MR. RICE: The rental value on this form is $240.00 and that is the evidence given in the form, and the claimant says that instead of being for one year it is $240.00 for two years.

MR. VIRTUE: If I were to pick out everything that is wrong in the Custodian's file and that has been prepared by him and tell my learned friend

30 that it is wrong, I will take a long time doing

it.

MR. RICE: It would be called to my attention if it were wrong; don't worry about that.

THE SUB-COMMISSIONER: Six claims would be too many for one day.

MR. VIRTUE: Sir?

THE SUB-COMMISSIONER: Six claims would be too many for one day if you did that.

MR. VIRTUE: Oh, very much so.

MR. RICE: Q: Now in the personal property that you
10 are claiming for, the gramophone, you leased that to Wo Kee? A: No, I did not.

Q It is in the lease. It says that "The lessor hereby agrees to leave on the premises for the use of the lessee, which the lessee," -- no, -- "for the use of the lessee, the following articles which the lessee agrees to return at the expiration of this lease,"

one year hence, that is my own quotation,

20 "two only used stoves, five only old chairs, one only cupboard, one only home-made table, five only old beds, one old washing machine (automatic) trademark, two only heater stoves, one only old sewing machine (Singer)",

which is struck out, and initialled as taken away,

"one old Victor gramophone (Granada, C 4223)"

all those things; is that right or not?

30 A There was a few things that I agreed to let him

use but some of these items I didn't agree to let him use, they were locked upstairs. The gramophone was left downstairs and probably used.

Q Well, what about the five old beds?

A Locked in a room upstairs.

Q Well this lease says that the Chinaman, Wo Kee, is to have the use of them for a year. Who is right, you or the lease, the written word?

MR. VIRTUE: I really don't know where my learned friend is getting at because his own form shows that the Custodian received and sold the five beds.

MR. RICE: That is it. I just want to get the picture, so that my learned friend will appreciate it.

The five beds described as five old beds in a lease to a Chinaman for a year and you say they are worth $90.00. I am sure my learned friend wouldn't pay that for them, not half of that.

A He may have used those articles of furniture but there was no agreement as to his being entitled to use them.

Q All right. Will you please explain why you are now claiming $950.00 for an automobile, a 1939 Chevrolet car, to be exact, which you offered to sell for $600.00?

MR. VIRTUE: That is after he had been evacuated and shot out of the country and was in a position where he was in distress. That is quite true, the letters are on file and that is what happened.

MR. RICE: When he left there he made an arrangement with the manager of the Pacific Co-Operative Union

to sell it for $700.00 and when the car wouldn't move at a price of $700.00 he authorized it to be sold for $600.00 and he is now trying to claim from the Government $950.00. I suppose the rest of the claim is based on the same basis.

MR.VIRTUE: And the Custodian brags that he is successful in selling it for $560.00, a $950.00 car.

THE SUB-COMMISSIONER: When were these things sold by the Custodian?

MR. VIRTUE: The car, there is evidence of that, sir.

THE SUB-COMMISSIONER: Yes, but the rest of the chattels?

MR. RICE: The auction sheet might show it. I don't know.

THE SUB-COMMISSIONER: There is nothing on the analysis, Mr. Rice.

MR. RICE: In another file, your Honour, the master file, I may have a copy of the auction sheets and if you wish them, I will produce them.

THE SUB-COMMISSIONER: You see what struck me was this; if this man used them for a year from the 16th of June, 1942, and then the Custodian came along and sold them, that may account for the depreciation value.

MR. RICE: Well, the Chinaman , according to the terms of the lease, had the right to use them for a year.

MR. VIRTUE: And the Custodian, according to the Order-in Council, had the right to take them away atonce.

MR. RICE: And take the loss for him.

THE SUB-COMMISSIONER: I will leave that for you to argue before Mr. Justice Bird.

(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.

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

SUB-COMMISSIONER.

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Lethbridge, Alberta,

September 17th, 1948.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT).

MR. RICE: Your Honour, for the purpose of the record, you inquired yesterday regarding the date of sale of certain goods by auction in the case of Tokiyoshi Kariatsumari, Case No. 681,

THE SUB-COMMISSIONER: Yes.

10 MR. RICE: I find that most of these goods were sold at auction at Mission, B.C., on February 7th, 1945.

THE SUB-COMMISSIONER: On what date?

MR. RICE: On February 7th, 1945.

THE SUB-COMMISSIONER: Yes.

MR. VIRTUE: That would be approximately three years afterwards.

THE SUB-COMMISSIONER: All right.

(PROCEEDINGS ADJOURNED SINE DIE)

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

"S.R. HOWARD: Official Reporter."

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

D.M. Samanson

SUB-COMMISSIONER.

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6675

ACKNOWLEDGED
Per. Case No. 681.

Proof of Claim

NOV 27 1947

Lesh

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.

---

1. Name of Claimant in full:
   Tokiyoshi KARIATSUMARI

   Registration No.
   13314

2. Claimant's address at the time of his evacuation from the protected area:
   Horne Avenue, Mission City, B.C.

3. Claimant's present address:
   Picture Butte, Alberta.

4. Claim relating to real property:

   (a) Street address of real property:

   (b) Legal description of property:

   Village of Mission.
   Lot 2 , Block 48 of Lot 411 Group 1 Map 594.
   In the district of New Westminster, B.C.

VIRTUE & RUSSELL, Barristers, Lethbridge.

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

Residence

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

Title No. 144206E

Building under lease for one year.

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

(I) Land— $ 800.00

(II) Buildings— $

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

$ 800.00

5. Claims relating to personal property, etc.

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

House on Horne Avenue, Mission City, 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:

Some locked in one room.
Other left unpacked.
(Building leased 1 year)

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

Leased to Wo Kee for 1 year and also passed through 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:

Passenger Car "1939"	$950.00
Gramaphone	$ 15.00
Kitchen Stove	$ 35.00
Heater	$ 8.00
Kettle	$ 20.00
5 Beds	$ 90.00
Dresser	$ 15.00
Washing Machine	$ 50.00
Chinaware Cabinet	$ 15.00
5 Window Glass 3' X 3'	$ 15.00
Furniture, etc.	$ 30.00
	$1243.00

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

$1243.00

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 ~~October~~ Nov, A.D. 1947.

M. Kanetsumari
Witness to Signature of Claimant.

T. Kariatsumari per
F. Kariatsumari
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

I, Tokiyoshi Kariatsumari
(Full Name of Claimant)

of Picture Butte, Alberta. Beet Laborer.
(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:

$662.51

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.

Ronald D. Lutes
A Commissioner for Oaths in and for the Province of Alberta.

T. Kariatsumari per
T. Kariatsumari

VIRTUE & RUSSELL, Barristers, Lethbridge.

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 Chapted 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.

Proof of Claim

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 422

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Tokiyoshi KARIATSUMARI

2. Registration Number: 13314

EXHIBIT No. 681-1
DATE Sept. 16/48
FILLED BY A. G. Vistue

3. Present Address: Picture Butte, Alberta

4. Address Prior To Evacuation: Horne Avenue, 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)

Lot Two (2) Block Forty-eight (48) of Lot Four Hundred and Eleven (411) Group One (1) Map Five Hundred and Ninety-four (594) in the District of New Westminster.

(a) Nearest Post Office adjacent to land. Mission City

(b) Number of acres: 50' x 100' lot

(c) When purchased: June 17, 1939

(d) Condition when purchased: Give improvements and values in detail as of date of purchase)

Buildings in poor condition with back portion ready to collapse.

(e) Purchase Price ..... $ 400.00

6. IMPROVEMENTS: NIL

(a)	Clearing.....acres at $.....per acre	$	
(b)	Fencing	$	
(d)	Drainage)	$	
(c)	Tillage	$	
(e)	Weed Eradication	$	
(f)	Planting	$	
(g)		$	
(h)		$	
	Total	$	$
	Carried Forward	$	$ 400.00

Brought forward $ 400.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
			$	$	$
Repairs to back portion of house from foundation up. Repairs to Kitchen			180.00	150.00	330.00

Total Cost of Buildings 330.00

Total Cost of Land and All Improvements ..... $ 730.00

Fair Market Value ..... $ 1000.00

Sold by Custodian for ..... $ 250.00

Loss Claimed on Parcel 1 ..... $ 750.00

8. Assessment for 1942:

Land ..... $ 125.00

Improvements .... $ 350.00

Total ..... $ 475.00

9. Appraisal or Valuation (by Custodian):

Lands	$ 100.00
Improvements	$ 100.00
Total	$ 200.00

10. Rental Value per Year: $ 240.00

11. Fire Insurance on Buildings:

(List amount on each building):

.....$

.....$

.....$

.....$

12. Documents in Support:

(a) Photographs:

(b) Deeds Ada Eileen Tirrell to Tokiyoshi Kariatsumari Dated June 14th, 1941.

(c) Agreements to Purchase A. Eileen Tirrell & Tokiyoshi Kariatsumari June 17th, 1939.

(d) Leases Kariatsumari to Wo Kee, Dated June 16, 1942

(e) Insurance Policies

(f) Correspondence

(g)

(h)

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 .....$ 750.00

Parcel 2 .....$

Parcel 3 .....$

Parcel 4 .....$

TOTAL: $750.00

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
1939 Chevrolet car	1941	$ 950.00	$ 950.00	Transferred to P.C. U. but sold by Cust.
Gramaphone	1938	20.00	15.00	
Kitchen range	1941	40.00	35.00	
Heater	1941	8.00	8.00	Brand new
Kettle	1939	25.00	20.00	
5 Beds	1934-37-38-40-	90.00	90.00	
Dresser	1935	25.00	15.00	Homemade
Chinaware cabinet	1936	30.00	15.00	Homemade
5 3' x 3' window glass panes	1939	15.00	15.00	
Misc. furniture	1932-41	100.00	30.00	
		TOTAL	$ 1193.00	

(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.
Auction Sale	(gross receipts)		45.10
Sale of Car			226.84

Total: $ 271.94

Total Claim for Personal Property ..... $ 1193.00

Deduct Payments from Custodian ..... $ 271.94

Net Loss on Personal Property ..... $ 921.06

I Certify the above to be True and Correct.

Witness

Signature of Claimant.

Form 246

ROYAL CANADIAN MOUNTED POLICE

Detachment
Seizure No. 134
FOR USE WHEN APPLICABLE

EXHIBIT REPORT

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

Detachment
Sub-Division
Division "E"
Date March 19th 19 42

RE:- KARIATSUMARI, Tokiyoshi Mission, B.C.
NAME OF FILE

On March 19th 1942, I H.F.Price RCMP
MEMBER'S NAME

Came into possession of the following goods by:-

SURRENDER UNDER O.C.P.C. 1486 376 Horn Ave.

STATE BRIEFLY AUTHORITY, ETC., WHETHER BY SEARCH WARRANT, ETC.

NO. OF PKGS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
		LICENSE NO. (41) 58166 TIRE NUMBERS 5
		MAKE & MODEL 39 Chev. Sedan
		SERIAL NO.
		ENGINE NO.
		SPEEDOMETER READING 4138
		CONDITION
		appears fair
		EXTRA EQUIPMENT
		Heater

EXHIBIT No. 681-2
DATE Sept 16 /48
FILED BY A. G. Viste

DESCRIPTION & CONDITION VERIFIED

X T Kariatsumari
Signature of Owner
Japanese Registration No. # 13314

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

E N Rus
March 19/42

DATE:

H.F. Price
SIGNATURE OF MEMBER SUBMITTING REPORT

Blue
Red

2910 61.21

91.21 1296621

85.21.m 1943076

This Agreement,

made in duplicate this Seventeenth day of June in the year of Our Lord one thousand nine hundred and Thirty-nine

BETWEEN

A. EILEEN TIRRELL of Mission City in the Province of British Columbia, wife of Alexander S. Tirrell,

hereinafter called the "said Vendor," of the one part,

AND

TOKIYOSHI KARIATSUMARI of Mission City in the above named Province, Millman,

hereinafter called the "said Purchaser," of the other part.

WHEREAS, the said Vendor has agreed to sell to the said Purchaser and the said Purchaser has agreed to purchase of and from the said Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the District of New Westminster and Province of British Columbia and more particularly known and described as Lot TWO (2) in Block FORTY-EIGHT (48) of District Lot Four Hundred and Eleven (411) Group One (1) Map 664, Village of Mission.

EXHIBIT No. 681-3
DATE Sept. 16/48
FILED BY A. G. Vutas

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of ..... **FOUR HUNDRED ($400.00)** ..... Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of ..... **FORTY ($40.00)** ..... Dollars on the execution of this agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows: **FIFTEEN DOLLARS ($15.00) on the First day of each and every month until the whole of the said principal sum is paid, the first of such payments is to be made on the 1st. day of August, 1939, Together with Interest on the unpaid portion at Seven (7) per cent per annum, payable annually.**

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE said Purchaser DOTH COVENANT, PROMISE AND AGREE, to and with the said Vendor that he or they shall or will well and truly pay, or cause to be paid, to the said Vendor the said sum of money above mentioned, together with the interest thereon at the rate of **Seven (7)** per cent. per annum, on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment: AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the said Vendor DOTH COVENANT, PROMISE AND AGREE to and with the said Purchaser to convey and assure, or cause to be conveyed and assured, to the said Purchaser, by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except local improvement assessments or taxes and sewer rates, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the said Purchaser and shall contain the usual statutory covenants, but the said Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in the possession of the said Vendor.

AND ALSO shall and will suffer and permit the said Purchaser to occupy and enjoy the same until default be made in the payment of the said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement, and unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the said Vendor may give the said Purchaser **Thirty** days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the said Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the said Vendor as liquidated damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the said Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE SAID PURCHASER shall and will during the continuance of this Agreement, and so long as any money remains unpaid thereunder, insure and keep insured against loss or damage by fire all buildings or other erections erected on the said lands, or which may be hereafter erected hereon, in the sum of not less than
with some insurance Company to be approved of by the said Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over unto the said Vendor the policy or policies of assurance, receipt and receipts, thereto appertaining, and if the said Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

AND ALSO, it is hereby agreed that the said Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment.

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

Tokiyoshi Kariatsumari,
Mission City, B. C.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, 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; AND wherever the singular and the masculine pronoun are used, the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.

In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the said 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.

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

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

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

Signed, Sealed and Delivered
in the presence of

E. A. B. Carkerwood
Mission City, B.C.
Stenographer

A. Eileen Pirrell.
T. Kariatsumari

Affidavit of Witness

To Wit:

I, ..., of the .....

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

1. I was personally present and did see the within instrument duly signed and executed by.....

.....

the part thereto, for the purposes named therein.

2. The said instrument was executed at.....

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

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

Sworn before me at.....
in the Province of British Columbia, this.....
day of ....., 19.....

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

Dated JUNE 17TH. 1939

A. EILEEN TIRRELL

— AND —

TOKIYOSHI KARIATSUMARI

Agreement

For Sale of Land

Lot 2 Block 48 of
D. L. 411, Group Group 1
Map 664
Village of Mission.

Date Paid	Principal	Interest	Paid to

Victoria Printing and Publishing Co., Victoria, B.C.

For Maker of a Deed

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....., that.....knows the contents thereof, and that .....executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereto set my hand and Seal of Office at .....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.

EXHIBIT No. 681-4

DATE Sept. 16/48

FILED BY G. E. A. Rice

SUMMARY RELATIVE TO CLAIM OF
Tokiyoshi KARIATSUMARI - Regn. No. 13314

File No. 6625

June 10/48

REAL PROPERTY: Lot 2, Block 48 of Lot 411, Group 1, Map 594, Village of Mission, D.N.W.

	Assessed Value	W.H.Ansell Appraisal 26/4/44	Purchase Price	Claimant's Valuation
Land:	$125.00	$100.00		
Improvements:	350.00	100.00		
	$475.00	$200.00	$250.00	$800.00
		Less sale price		250.00
				$550.00

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
Oct. 31/48 J. May

EXHIBIT No. ____
DATE ____
FILED BY ____

REAL PROPERTY SUMMARY

Sept. 16/48

JAPANESE NAME: Tokiyoshi KARIATSUMARI Reg. No. 13314 File No. 6625. G. E. A. Rice

CATALOGUE NO: 607

PROPERTY ADDRESS: Horne Avenue, Mission, B. C.

LEGAL DESCRIPTION: Lot 2, Block 48 of Lot 411, Group 1, Map 594, Village of Mission, D.N.W

TITLE: Registered in the name of Tokiyoshi KARIATSUMARI.

ENCUMBRANCES: None registered. No indication of any unregistered charges.

Vesting Order filed No. 25138, dated December 11th, 1942.

ASSESSED VALUES: Land -$125.00
Improvements -$350.00 - $475.00 Taxes - $6.05.

CLASSIFICATION: This property consists of a large building built on a 50' x 100' Lot which was used as a clothes cleaning and pressing establishment, with dwelling quarters in rear and upstairs.
The Custodian's representative reported June 23rd, 1942, that this was a 2 storey 6 room store, 24' x 52' in fair condition, with 1 shed 16' x 18' poor, and a leanto shed at rear of building - all were in a run dow condition.
The valuator's report of April 26th, 1944, reads as follows:

"No. 607 Horne Ave. Lot 2 of Blk. 48, D.L. 411, Map 594. This property consists of a large Building 60 x 40, which has been used as a store and dwelling on a lot approx. 50' x 100'. This building is in a very delapidated condition and is only fit to tear down. The lot is subject to flood when high water in the Frazer. It is very hard to fix a price on this property.

Value of building	$100.00
Value of lot	100.00
Total Value	$200.00"

HISTORY OF ADMINISTRATION: This property was leased by Tokiyoshi KARIATSUMARI, June 16th, 1942, to Wo Kee for the term of 1 year from 16th June, 1942. Consideration - $10.00 monthly on the 22nd of every month commencing 22nd June, 1942. Buildings included, plus taxes. The Lessee paid the 1942 Taxes. Rents collected - $100.00 to May 22nd, 1943 - Lessee having vacated the premises at that date. Taxes - 1943-1944 were paid through General a/c From the date of Wo Kee's vacating the premises until sold to Audrey Clarence Fisher June 16th, 1944, it remained vacant.

SOLD: To Audrey Clarence Fisher for $250.00 as at June 16th, 1944.
Approval of Advisory Committee - May 26th, 1944.

Funds released to the credit of Tokiyoshi KARIATSUMARI as at September 18th, 1944, against which were charges for Valuation - $7.50, Advertising - $4.00, Registration Fees - $2.50, leaving a net credit of $236.00 from said transaction.

Adjustments as at June 16th, 1944, to the amount of $4.33 - unexpired Fire Insurance Premiums and $5.10 - Purchaser's share of Taxes, were placed to the credit of Tokiyoshi KARIATSUMARI's account.

The following Fire Insurance Policy:
New England Fire Insurance Co., Policy No. 6255359 - $1,000.00, covering the dwelling, was transferred to Audrey Clarence Fisher, 10th July, 1944.

OLD CERTIFICATE OF TITLE No 144206-E

Tokiyoshi KARIATSUMARI declared on his JP Form, signed 21st April, 1942, that the Title Documents were in his possession. There is nothing on file to show that the Certificate of Title had been asked for by this office, or that it had been filed in the Land Registry Office, New Westminster.

Certificate of Title No. 175022-E in the name of Audrey Clarence Fisher, was sent to him by Registered Mail, September 25th, 1944. Post card acknowledgment No. 20765 on file.

This summary is certified to be in accordance with information on file.

July 12th, 1946.

"D. A. Cramer"
D. A. CRAMER.

DAC:JS

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
Nov. 3/48 J. May

EXHIBIT No. 681-5
DATE Sept. 16/48
FILED BY G. E. A. Rice

R. R. #1, Whonock, B. C.
April 26th, 1944.

Dept. of Secretary of State,

Dear Sirs.

Please find below appraisal value of the following property:

Mission Village

No. 607 Horne Ave. Lot 2 of Blk. 48 D.L. 411 Map 594.

This property consists of a large Building 60 x 40, which has been used as a store and dwelling on a lot approx. 50'x100' This building is in a very delapidated condition and is only fit to tear down. The lot is subject to flood when high water in the Frazer. It is very hard to fix a price on this property.

Value of building	$100.00
Value of lot	100.00
Total value	$200.00

"W. H. Ansell"
Appraiser

I hereby certify that the foregoing word are a true copy of the original whereof they purport to be a copy.
Nov. 3/48 [illegible]

Attached to Exhibit 681-5

CORPORATION OF THE DISTRICT OF MISSION
BRITISH COLUMBIA
ASSESSMENT FOR THE YEAR 1943

Mr. Tokiyoshi Kariatsumari
Mission City, B. C.

Assessed Owner	Nature of Title Deed Holder "D.H." Agreem-t Holder "A.H.". Assignee of A.H. "A.A.H."	Description of Property No.	Legal Sub-Div.	Quarter	Section	Township	Dist. Lot	Block	Lot Numbs.	No. of Lots	Acreage	Assessed Value per Acre or Lot	Assd. Value Wild Land	Assed. Value Improv'd Land	Ass. Value Improvs.	Total Ass. Value of Land & Imps.
Kariatsumari, T.	D.H.	86/10		Part	21	17	411/G1	48	2	1		125		125	350	

Village of Mission

APPEAL TO COURT OF REVISION, MUNICIPAL ACT, Sec. (234). (1) If any person is of the opinion that an error or omission exists in or upon the assessment roll as prepared by the assessor, in that the name of any person has been wrongly inserted in or omitted from the roll, or that any land or improvements within the municipality has or have been wrongly entered upon or omitted from the roll, or that any land or improvements has or have been valued too high or too low an amount, or that any land has been improperly classified he may, personally, or by means of a written communication over his signature, or by a solicitor, or by an agent authorized by him in writing to appear on his behalf, come before the Court of Revision and make complaint of such error or omission, and may in general terms state his ground of complaint, and the court shall either confirm the assessment or direct the alteration thereof.
(2) The Municipal Council, may, by its clerk, solicitor, or otherwise, make complaint against the said roll or any individual entry therein, and upon any ground whatever, and the Court of Revision shall deal with the matter of such complaint and either confirm the assessment or direct the alteration thereof
(3) Every complaint shall be made in writing and shall be delivered to the assessor at least ten days prior to the first annual meeting of the Court of Revision.

DO NOT REMIT ON THIS STATEMENT — TAX DEMAND NOTES WILL FOLLOW

TAKE NOTICE that you are assessed as above specified for the year 1943 under the Statute.
If you deem yourself overcharged, or otherwise improperly assessed, you or your agent may notify me at the Municipal Hall, Mission City,B.C. by signing notice attached, of such overcharge or improper assessment, at least ten days previous to the first meeting of the Court of Revision, which will be held in the Council Chamber Mission City, B.C. commencing at 10 a.m. February 8,1943, when your complaint will be tried in conformity with the Statutes.
TAKE NOTICE that I intend to appeal against the above assessment for the following reason, Viz:

WILLIAM J. MANSON,
Assessor, Mission City,B.C.

(Signed).....

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
Nov. 3/48 J. May

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 6625 EXHIBIT

NAME Tokiyoshi KARIATSUMARI

REG. No. 13314

DATE	INVENTORY	DETAILS OF CLAIM			SALES		SOLD WITH REAL PROP.
DECLARATION Apr. 21/42 EVACUATION June 22/42	TAKEN BY J. Moryson DATE July 23/42				AUCTION	TENDER &c	
Household furniture Kitchen utensils Carpenters tools Garden tools		1. Gramaphone	15 00		1 00		
		2. Kitchen stove	35 00				
		3. Heater	8 00				
		4. Kettle	20 00	K			
		5. 5 beds	90 00		12 85		
		6. Dresser	15 00		4 25		
		7. Washing machine	50 00				
		8. Chinaware cabinet	15 00		4 00		
		9. 5 window glass 3' x 3'	15 00				
		10. Furniture, etc.	30 00	F			
			$293 00		$22.10		
				K	2 65		
				F	17 75		
				Misc.	2 60		
					$45.10		

Passenger Car "1939" $950 00

This was a 1939 Chevrolet, which was released to the P.C.U. for sale on behalf of Kariatsumari, at a minimum of $700.00. The P.C.U. were unable to sell the car at that price The car was appraised by McDermott Motors at $719.00, but this price would appear to have been out of line as when the Custodian advertised the car for sale by tender, an offer of $450.00 was received from McDermott Motors. Offers received for the car ranged from $275.00 to $560.00, and the car was sold to the highest bidder ($560.00)

Sale price finance Co		$560.00
Less amt paid to the Sheriff	$314.90	
Appraisal fee, advertising storage etc.	18.26	333.16
		$226.84

LE No 6625 EXHIBIT No. CASE No.

EG. No. 13314 VENUE Lethbridge

SALES: AUCTION	SALES: TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
1 00								
					35 00			
						8 00		
12 85								
4 25								
4 00								Tokiyoshi KARIATSUMARI advised us Feb.14/44 that this washing machine belonged to his brother Ichisuke KARIATSUMARI
						15 00		
$22.10					35 00	23 00		
2 65								
17 75								
c. 2 60								
$45.10								

Goods valued by Japanese at $185.00 sold for $45.10
" " " " " 35.00 abandoned
" " " " " 23.00 no account, theft, etc.
" " " " " 50.00 belonged to brother.

$293.00

d

$560.00

333.16

$226.84

EXHIBIT No. 681-6
DATE Sept 16/48
FILED BY G. Rice

EXHIBIT No. 681 - 7

DATE Sept. 16/48

FILED BY G. E. A. Rice

THIS INDENTURE

Made the Sixteenth day of June in the year of our Lord one thousand nine hundred and forty-two

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN

TOKIYOSHI KARIATSUMARI of Mission City in the Province of British Columbia,

hereinafter called the Lessor of the First Part:

AND

WO KEE of the above named place,

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 executors, administrators and assigns ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the District of New Westminster and Province of British Columbia and more particularly known and described as Lot TWO (2) in Block FORTY/EIGHT (48) of Lot Four Hundred and Eleven (411) Group One (1) Map Five Hundred and Ninety-four (594), Village of Mission.

TOGETHER with all erections and buildings thereupon erected, standing and being or hereafter during the said time to be erected, standing and being and together also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the same premises belonging or otherwise appertaining.

TO HAVE AND TO HOLD the same unto the said Lessee, his executors, administrators and assigns for the term of One years to be computed from the Sixteenth day of June in the year of Our Lord 1942, yielding and paying therefor ~~yearly~~ monthly and every ~~year~~ month during the said term unto the said Lessor the clear ~~yearly~~ monthly rent or sum of $10.00 of lawful money of Canada, payable as follows:

on the 22nd day of each and every month

during the said time without any deduction, defalcation or abatement throughout on any account whatsoever; the first of such payments to become due and to be made on the 22nd, day of June, 1942.

The said Lessee covenant with the said Lessor to pay rent; AND to pay taxes; AND to repair; AND that the said Lessor may enter into and view state of repair; AND the said Lessee 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; AND will not cut down timber without leave

The Lessor hereby agrees to leave on the premises for the use of the Lessee, the following articles, which the Lessee agrees to return at the expiration of this Lease:-

Two only used Stoves
Five only old chairs
One only Cupboard
One only home-made table
Five only old beds
One old Washing Machine (Automatic) Trade Mark
Two only heater stoves
"Take away" ~~One only old Sewing Machine (Singer)~~ "T. Kariatsumari"
One old Victor Gramophone(Grandda C 4223. "Wo Kee"

"Has receipt 1st mo. rent June 22 - July 22 $10.00 W. A."

AND ALSO that if the terms hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or assigns, or if the said Lessee or assigns 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 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 ataany time during the term hereby granted be burned or damaged by fire so as to render the same unfit for the purpose of the said Lessee then the rent hereby reserved or proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been repaired or made fit for the purpose of the said Lessee

PROVIDED ALWAYS that if the Lessee shall affix or erect on the premises any fixture or building, then such fixture or building so erected shall belong to and be removable by the Lessee at any time during the term hereby granted or within twenty-one days after the termination thereof.

PROVIDED ALWAYS that the said Lessee executors, administrators and assigns shall make good any damage to the said premises hereby demised or any part thereof by such removal and shall give one month's notice in writing to the Lessor executors, administrators or assigns of intention to remove such fixture; AND at any time before the expiration of the notice of removal the Lessor by notice in writing to the Lessee may elect to purchase such fixtures at a fair value; AND thereupon the same shall be left by the Lessee and become property of the Lessor.

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 covenants with the said Lessee for quite enjoyment.

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

SIGNED, SEALED AND DELIVERED	)	
	)	
IN THE PRESENCE OF	)	"T. Kariatsumari"
	)	
"R. A. B. Catherwood"	)	"Wo Kee"
"Mission City, B. C."	)	
"Notary Public"	)	

AFFIDAVIT OF WITNESS

(not completed)

Dated June 16th, 1942

TOKIYOSHI KARIATSUMARI

-TO-

WO KEE

STATUTORY LEASE
Short Form

Lot 2 Block 48 of
Lot 411 Group 1
Map 594
Village of Mission.

For Maker of a Deed

(not completed)

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

Nov. 3, 1948

C. McGlughan

EXHIBIT No. 681 - 8

DATE Sept. 16/48

FILED BY G. E. A. Rice

c/o Burmis Lbr. Co.,
Burmis, Alberta.
January 4th, 1943.

COPY

Mr. J. B. Shimek,
Mission, B. C.

Dear Sir:

I have bea in anticipation of hearing from you, but since I have had not word from you as yet, I beg to hear from you.

As I have written previously I repeat again. It is concerning my 39 Chev. passenger which I requested you to sell at a minimum of $700.00.

Will you please be kind enough to inform me what has been done and if not yet sold, as to the proppect of sale.

Trusting that I may hear from you in the very near future, I remain,

Sincerely yours,

T. Kariatsumari.

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

Nov. 3, 1948

G. McGlughan

EXHIBIT No. 681 - 9
DATE Sept. 16/ 48
FILED BY G. E. A. Rice

c/o Burmis Lbr. Co.,
Burmis, Alta.,
Jan. 13/43

Mr. R. D. Richardson,
Farm Department,
The Office of the Custodian,
Dept. of the Secretary of State,
506 Royal Bank Bldg.,
Hastings and Granville,
Vancouver, B. C.

Dear Sir:- Re: Your Letter File No. 6625

I am in receipt of your letter of 9th January 1943. Regarding the sale value of my car on my departure for Alberta from Mission Mr. J. B. Shimek of the Pacific Co-operative Union and I reached an understanding that he were to sell the car concerned at the price of $700.00.

In as much of the above I will give my permission to sell my car at Six Hundred Dollars ($600.00). Furthermore as I am yet in debt to the Westminster Finance Co., New Westminster, B. C. to an amount which I am uncertain will you please get in touch with the Finance Company previously mentioned. Of course if the car is to be sold, you will pay the outstanding value to the Finance Company?

[314.90 paid by O.C.U. to

In addition will you be kind enough to inform me what my expected due is after my debit is cleared.

H. L. HUTTON
NEW WEST.

Trusting you will oblige me with an early reply, I am,

Very truly yours,

"Takiyoshi Kariatsumari"

Takiyoshi Kariatsumari
Reg. No. 13314.

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

Nov. 4, 1948

E. McGlughan

EXHIBIT No. 681 - 10

DATE Sept. 16/48

FILED BY G. E. A. Rice

6625

22nd January, 1943.

Mr. Tokiyoshi Kariatsumari,
c/o Burmis Lumber Co.,
Burmis, Alta.

Dear Sir:

We have for acknowledgement your letter of the 13th instant, and will accordingly advise the Pacific Co-operative Union that you are willing to sell your car for $600.00.

The Westminster Finance Co. had your car seized by the sheriff, and the Pacific Co-operative Union paid off the sheriff in the amount of $314.90. You, therefore, are not in debt to the Westminster Finance Co., but to the Union in the amount which they paid on your behalf and which they will naturally deduct from the proceeds of the sale of your car.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:GF

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

Nov. 4, 1948

W. C. McGlaughan

SPECIAL REQUEST

When replying to this letter, it will be appreciated if you will kindly quote our file number.

EXHIBIT No. 681 - 11
DATE Sept. 16/48
FILED BY G. E. A. Rice

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

506 Royal Bank Bldg.,
Hastings and Granville,
Vancouver, B. C.

File No. 6625

June 1, 1943.

Mr. Tokiyoshi Kariatsumari,
Registration No. 13314,
c/o The Burmis Lumber Company,
Burmis, Alberta.

Dear Sir: Re: Your 1939 Chevrolet Sedan

The purpose of this letter is to inform you that the Custodian has been successful on your behalf in arranging for sale of your 1939 Chevrolet Sedan for the sum of $560.00, has obtained payment, and has credited your account accordingly.

Following advertisement, six offers were received ranging from $275.00 to $560.00 and all of them, with the exception of the $560.00 offer, were for less than $500.00 a piece. On May 5th we had the car valued and the value placed on it at the most was between $450.00 and $500.00.

Yours truly,

"R. P. Alexander"

R. P. Alexander,
Manager.

RPA:MA

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

Nov. 4, 1948

E. McGlughan