

<u>REAL PROPERTY</u>									
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Total	Sale Price	Total Award 125% of all Sale Prices: % of Total	
					1178.		610.89		610.89
<u>PERSONAL PROPERTY</u>									
Motor Vehicles			Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column		
<u>NETS</u>									
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>									
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price		
154.45	132.70	39.81	86.17%	21.50	18.52	30.00	3.60	61.93	
<b>TOTAL RECOMMENDATION</b>									<b>672.82</b>



CASE NO: 682.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,  
September 17th, 1948.

IN THE MATTER OF THE CLAIM OF  
BUNJIRO KAWABATA.

PROCEEDINGS AT HEARING.



IN THE MATTER OF THE "INQUIRIES ACT"  
PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

10

Lethbridge, Alberta,  
 September 17th, 1948.

IN THE MATTER OF THE CLAIM OF

BUNJIRO KAWABATA.

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.

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

30



B. Kawabata,  
In Chief.

THE SECRETARY: Case No. 682, Bunjiro Kawabata.

BUNJIRO KAWABATA, the claimant herein,  
being first duly sworn, testified  
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q Now you have in your hand a summary of evidence in support of your claim. Do you see that?

A Yes.

10 Q Was this form prepared by you with the assistance of an Interpreter in my office for the purpose of this hearing?

A Yes.

Q Is this your signature (indicating)?

A Yes.

Q Are the statements you have made in this form true statements? A: Yes.

Q What about the values you have placed on your land and improvements and buildings and on your personal property? Are they fair values?

20 A Yes.

Q Your land consisted of five acres near Steveston, B.C.?

A: Yes.

Q I believe you bought that for \$2950.00?

A Yes.

Q Was that in 1921? A: Yes.

Q And then you put on cultivation and planting of berries and fruit trees at a cost of \$683.00?

A Yes.

Q And is that a fair price?

30 A Yes.



B. Kawabata,  
In Chief.

Q You put on some small buildings at a cost of  
\$485.00? A: Yes.

Q Now that brought the total cost of your property  
up to \$4,118.00, did it?

A Yes.

Q But you only valued it at the time of your evacuation  
at \$3200.00? A: Yes.

Q You feel that that was a fair value?

A Yes.

10 Q And the Custodian sold it for \$1183.73?

A Yes.

Q You have here a list of your farm and garden tools  
and of your household furniture and you claim for  
that \$334.45? A: Yes.

Q Did you leave all that behind when you were  
evacuated? A: Yes.

Q What do you say about the price you have put on it?  
Is it a fair price, a high price, or what?

A No, it isn't high.

20 Q It isn't high? A: No.

MR. VIRTUE: I will tender that as an exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q I show you an agreement dated  
September 9th, 1921, from Tsenuko Yamashita to  
yourself covering this property?

A Yes.

Q This is the agreement under which you purchased  
this property in the first place?

A Yes.

30 MR. VIRTUE: The second exhibit, please, Madam Clerk.



B. Kawabata,  
In Chief.

(AGREEMENT MARKED EXHIBIT NO. 2).

MR. RICE: How much for?

MR. VIRTUE: \$2950.00.

Q Is this the 1941 assessment notice for this property (indicating)? A: Yes.

MR. VIRTUE: I will put this in, sir; it shows the value of land \$1305.00, value of improvements \$650.00; which adds up to \$1955.00; and then the taxable value is put in at \$1630.00.

10 8 (TAX NOTICE MARKED EXHIBIT No. 3).

MR. VIRTUE: Q: How long did you live on this farm?

A From 1921 until I was evacuated.

Q About 25 years? No, it would be 21 years.

A About twenty years.

MR. VIRTUE: I would ask the counsel to let me have the inventory on the Custodian's file, dated May 8th, 1942.

MR. RICE: An inventory?

MR. VIRTUE: Yes.

20 A It was until May, 1942, so that it was a little over twenty years.

Q I beg pardon? A: Until May, '42, when I evacuated, so that it was a little over twenty years.

Q Yes. And you lived on it from the time that you bought it, did you?

A Yes.

MR. VIRTUE: I file from the Custodian's file produced by my learned friend a report dated May 8th, 1942, with an inventory attached.

30



B. Kawabata,  
In Chief.  
Cross-Exam.

(DOCUMENTS MARKED EXHIBIT NO. 4).

MR. VIRTUE: All right, thank you.

MR. RICE: I am submitting, your Honour, that the real estate was sold for its fair market value.

I am submitting that the chattels sold by the Custodian were sold for their fair market value.

10 I am submitting that other chattels which there is no record of at any time and not found, the Custodian is not responsible for, and if the Custodian is responsible for any articles that there is no record of and not found or stolen, that the claim made for the same is excessive.

I wish to submit as an exhibit, your Honour, a farm appraisal report.

(APPRAISAL REPORT MARKED EXHIBIT NO. 5).

MR. RICE: I also tender as an exhibit a summary respecting real property claim showing the assessment.

20 (SUMMARY MARKED EXHIBIT NO. 6).

MR. VIRTUE: Have you a copy of that, Mr. Rice?

MR. RICE: I have a copy of one of them.

(Summary to Mr. Virtue).

MR. VIRTUE: Thank you.

MR. RICE: I tender as an exhibit an analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 7).

30 MR. RICE: I also tender as an exhibit, your Honour, if I may, the valuation placed on the stove by Thompson & Company, auctioneers of Vancouver, the



B. Kawabata,  
Cross-Exam.

valuation being \$30.00.

(DOCUMENT MARKED EXHIBIT NO. 8)

CROSS-EXAMINATION BY MR. RICE:

Q Before you were evacuated you leased your property along with certain equipment to Charles P. Hacault?

A Yes.

Q And on April 22nd, 1942, the Custodian wrote a letter which you signed, I believe; is that your signature on it (indicating)?

10

A Yes.

Q That is your signature? A: Yes.

Q And that letter set forth the arrangement that you made with Mr. Hacault? That is right, is it?

A Yes.

Q And then you attached/<sup>to</sup>that letter, the list of goods that you left in Mr. Hacault's possession?

A Yes.

Q And you signed that list?

20 A Yes.

MR. RICE: I wish to tender that letter addressed to the claimant Bunjiro Kawabata, a letter written by R.P. Alexander, Assistant Manager of the Custodian's Office, which is signed by the claimant, and presumed to be signed by Charles P. Hacault as his tenant. The list of chattels attached to the letter is also signed by the claimant and presumably signed by Charles P. Hacault.

(DOCUMENTS MARKED EXHIBIT NO. 9).

30 MR. RICE: That letter confirms the lease arrangements



made between the claimant and Hacault.

THE SUB-COMMISSIONER: Yes.

MR. RICE: Q: Now in that letter it states that you are leasing the place to Mr. Hacault for \$100.00 a year? A: Yes.

Q That is the arrangement you made with him to rent the place to him for \$100.00 a year?

A Yes.

10 Q And you also turned over to him the use of these chattels that you have attached to the letter and that you signed? I am referring to Exhibit 9.

A Yes.

Q These crates that you are claiming for, I am informed belonged to the cannery, they didn't belong to you?

A Which cannery?

Q Well, the cannery you were dealing with.

MR. VIRTUE: Q: Any cannery, or did they belong to you?

A The crates I am claiming for are my property.

20 MR. RICE: Q: Did you have any crates on your place that belonged to the cannery, or did you leave any there, I mean, that belonged to any cannery?

A No.

Q You left no crates on your place that belonged to any cannery? A: No.

Q Mr. Hacault claims that you gave him the clock that you left there, is that correct?

A That isn't so.

Q That isn't so? A: No, it was left in the house.



B. Kawabata,  
Cross-Exam.

THE SUB-COMMISSIONER: Pardon?

A No, it was left in the house.

MR. RICE: Q: You didn't give it to Hacault?

A No, I didn't give it to him.

Q In your declaration and in your claim you refer to a seventy pound scale and now you call it a 240 pound scale. What is correct?

A It was a 240 pound platform scale left in the barn.

10 Q I show you a letter written to the Custodian under date of December 1st, 1945 (indicating).

A Yes.

Q Is that your signature (indicating)?

A Yes, it is my signature.

MR. RICE: The letter reads:

"In your statements of April 18, 1944, and May 25, 1944, you have stated the amount credited to us, however, <sup>it</sup> did not include the value of the household goods and small farm implements amounting to about \$324.20. We would be obliged if you will send to us all the amount of money due us including the returns from the sale of the farm and household goods.

20

My registration number is 05247 and file number is 4972."

I tender that as an exhibit.

(LETTER MARKED EXHIBIT NO. 10).

MR. RICE: Q: You claim \$75.00 for a stove in this form you completed as Exhibit 1.

30



A Yes, that was a new kitchen stove.

Q The stove was listed with the articles that you left behind with your tenant?

A Yes, I think so.

Q And the auctioneers value the stove at \$30.00 as a fair and just valuation?

A I don't understand that because it was bought new about two weeks before I left.

Q Did you buy it new or secondhand?

10 A New, about two or three weeks before I left.

Q How much did you pay for it?

A \$75.00.

Q In this form you have completed you say the rental value of your property is \$200.00 a year; is that right?

20 MR. VIRTUE: Your Honour, I would like to place on record our position with regard to the rental value, which is <sup>simply</sup> this, that in a great many cases properties were rented on the eve of evacuation for just whatever a man could get, and we are not accepting that as the true rental value of these premises, that is in most cases. In other words, we are putting on as a rental value what would have been a fair rental value had the arrangements not been made under the duress of the evacuation, so that I can inform my learned friend of that now, and that in practically all of the cases we are not taking that evacuation rental as being the true rental value of the premises.

30



B. Kawabata,  
Cross-Exam.

MR. RICE: This is a case where the claimant made out, went out, I mean, and rented the premises himself.

MR. VIRTUE: On the eve of his evacuation.

MR. RICE: That was what his property was worth then, and he rented it for \$100.00 a year.

MR. VIRTUE: That doesn't say what it is worth.

MR. RICE: If it isn't an index of what it is worth, I don't know what could be.

MR. VIRTUE: It might be one index, yes.

10 MR. RICE: This summary of evidence, your Honour, Exhibit 1, has been filed and the claimant, the witness here, has stated that these values are fair and true.

MR. VIRTUE: Yes.

MR. RICE: Well, I just can't see it.

20 For the purpose of the record I would point out that the personal chattel claim as originally filed was \$733.20, and that it was afterwards amended to \$333.45, and is now changed to \$334.45, only one dollar more, and in the letter that the claimant wrote to the Custodian he valued these articles at \$324.20.

30 MR. VIRTUE: Since my learned friend has made that statement, I would like to follow it up for a second or two, as my learned friend might have pointed out that in the proof of claim where the value of \$733.20 is arrived at, there was included loganberries and raspberries amounting to \$300.00. In other words, the man, at that time, that he was preparing his proof of claim form, himself



B. Kawabata,  
Cross-Exam.

had valued his loganberries and raspberry plantations at \$300.00. Now, it is quite true that the house furnishings were cut down from \$300.00 to \$201.25; in other words, the valuation was reduced.

THE SUB-COMMISSIONER: Anything else, Mr. Rice?

MR. RICE: That is all.

THE SUB-COMMISSIONER: Attached to Exhibit 9 is the list of goods referred to, and are those what he turned over to the tenant?

10 MR. RICE: Yes. The letter there speaks for itself, your Honour, if you will read the letter. I didn't read it into the record.

THE SUB-COMMISSIONER: Well, you see, there are two lists here.

MR. RICE: I think it is meant for one list, your Honour. It is just signed once.

THE SUB-COMMISSIONER: No, the first list is the list of goods left in the shed and the other one says, "goods to be rented to Mr. Charles Hacault".

20 MR. RICE: The documents speak for themselves.

THE SUB-COMMISSIONER: The reason I noticed that was that the inventory attached to Exhibit 4 as to the distribution of the goods does not jibe with the long list or the short list; that is all.

MR. RICE: Well the inventory was made by an officer of the Custodian's Department.

THE SUB-COMMISSIONER: Of course it was made before the goods were actually handed over to the tenant.

MR. RICE: No.

30 THE SUB-COMMISSIONER: Yes, it says so. It says,



B. Kawabata,  
Discussion.

"Inventory, to be stored in barn," and then it says, "Following to be left for the use of the tenant". So that this was apparently prepared before the tenant took over.

MR. RICE: But it was prepared, I think, your Honour, on the 8th of May, and that letter confirming the list was an earlier date, was it not?

THE SUB-COMMISSIONER: Yes, the 22nd of April.

MR. RICE: But you will note in the letter it says,  
10 "List to be furnished". They did not have the list that day and the list was to be furnished and that was the list that was furnished.

THE SUB-COMMISSIONER: And then at the top of this list here it says, "Goods left in shed", and then "Goods to be rented to Mr. Charles Hacault". Well now, on the first list, that is the goods that were left in the shed, it refers here to 300 feet of garden hose, whereas in Exhibit 4 he speaks there of 200 feet of garden hose being  
20 left with the tenant so that they do not correspond.

MR. RICE: Yes.

THE SUB-COMMISSIONER: I do not know what the situation is.

MR. RICE: Well the claim made, of course, is for 500 feet. Apparently there was 200 feet in length and a 300 foot length.

THE SUB-COMMISSIONER: And the 300 feet were being left in the shed and the 200 were being given to this  
30 tenant.



B. Kawabata,  
Discussion.  
Re-Direct Exam.

MR. RICE: Apparently.

THE SUB-COMMISSIONER: Should any questions be asked concerning that in order to square up those inventories?

MR. VIRTUE: I might ask him about that, sir.

RE-DIRECT EXAMINATION BY MR. VIRTUE:

Q Did you have one 200 foot length of garden hose, and one 300 foot length of garden hose?

10 A There were two lengths of 100 feet each and I am not sure about the lengths on the others; altogether there was five hundred feet.

Q Altogether there were 500 feet of hose?

A Yes.

Q This is a list of stuff that was signed at the time you made the arrangement with Hacault, the tenant (indicating). Do you read English? It shows under "the goods left in shed," garden hose, 300 feet, and then it shows "turned over to tenant, garden hose 200 feet", is that correct?

A Yes, that is correct.

Q In other words, you left for the use of the tenant 200 feet of garden hose and you left the other 300 feet in the shed? A: Yes.

Q And one of the things you left in the shed, according to this list, was the scale?

A Yes.

THE SUB-COMMISSIONER: Who prepared that list, I wonder? Who wrote it out?

30 MR. VIRTUE: Q: Who wrote out this list (indicating)?



Is that your handwriting? Whose handwriting is it, or do you know?

A I think it was my daughter.

THE SUB-COMMISSIONER: That is referring to Exhibit 9, is it?

MR. VIRTUE: Yes, Exhibit 9.

Q Do you know who wrote that out?

A I think it was my daughter; yes, it was my daughter.

10 Q Your daughter, who is sitting here, wrote that out?

A Yes.

THE SUB-COMMISSIONER: I suppose it was written out just before they were evacuated, or when was that done?

MR. VIRTUE: Q: How long before you were evacuated was that list made out? There is no date on it.

A The date doesn't appear to be on there; it was signed before we left B.C., and signed by Hacault.

MR. VIRTUE: I might say, sir, that this seems to  
20 correspond with the list prepared by the Custodian and referred to in the report of May 8th, 1942.

THE SUB-COMMISSIONER: Exhibit 4.

MR. VIRTUE: Yes. For instance, the 300 feet of water hose to be stored in barn and 200 feet to be left for the use of the tenant, and the scale is to be left for the use of the tenant, according to that list. I also point out that the analysis of personal property shows that the scale was "not accounted for, theft, etc.," \$10.00.

30 Q This stove was a brand new stove?



B. Kawabata,  
Re-Direct Exam.

A Yes.

Q Just used two or three weeks?

A Yes.

Q Was it left in a good dry place?

A Yes, inside of the house.

Q All right, thank you.

MR. RICE: Q: And it was left with your tenant,  
wasn't it?

A Yes.

10 THE SUB-COMMISSIONER: How long did the tenant stay  
on these premises?

MR. RICE: He had a lease for a year. That summary  
would probably show it, your Honour. I think  
it is only fair to state here, your Honour, that  
there was 500 feet of garden hose declared by  
the claimant, and 500 feet of hose was claimed for  
when he filed his original claim so that the  
Custodian is probably bound by that, unless it  
was the tenant that used up the hose in any  
20 manner which the claimant authorized.

Q Do you know Don McMartin?

A No, I don't know him.

Q You don't know him? A: No.

Q You never loaned your scale to him, or authorized  
your tenant to loan the scale to him?

A No.

MR. RICE: I might say, for the purpose of the record,  
that my information is that in 1946, November,  
that the scales were with Don McMartin of Garry  
30 Street, Steveston, B.C., and apparently the tenant



B. Kawabata,  
Re-Direct Exam.  
Discussion.

turned them over to McMartin.

THE SUB-COMMISSIONER: Yes.

MR. VIRTUE: While I am not leading any evidence to the effect that stoves do not depreciate very much over a term of years, I take it we have common knowledge that a stove does not depreciate in value very much.

I want to call attention to the farm appraisal report under the heading of "Roads: Has 264 feet frontage on Railway Avenue along its west boundary and which is a hard surfaced road, as well as having the B.C. Electric interurban railway on it." "Water Supply: City water. On tap in dwelling; no other plumbing." And the value of the land, I am happy to say that one Government appraiser has at last placed a value of \$200.00 per acre on these five acres of cultivated land, \$1000.00.

MR. RICE: You will find those appraisals pretty fair, "fair and true" I think is your expression.

MR. VIRTUE: Under the heading of "Remarks: Fertile alluvial loam soil", and under the heading of "Orchards, small fruits, etc." he gives no value whatever, the valuator, for half an acre of loganberries in fair condition, a quarter of an acre of raspberries, only fair condition, and a half acre of garden and potatoes, fair condition. And then he goes on to say, "Home orchard 12 mixed fruit trees only fair. Most of remainder recently plowed and fallow". Now he doesn't



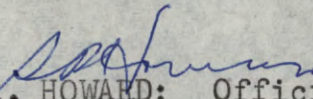
B. Kawabata,  
Discussion.

show any value of that at all, but, as I say,  
in spite of that he places the value on the land  
at \$200.00 an acre.

(Witness aside)

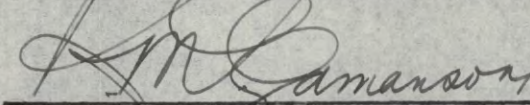
(PROCEEDINGS ADJOURNED SINE DIE)

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

  
"S.R. HOWARD: Official Reporter."

10

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

  
\_\_\_\_\_  
SUB-COMMISSIONER.

20

30



ACKNOWLEDGED

NOV 27 1947

497-1

*Case No. 682.*

## 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: **Bunjiro Kawabata**  
Registration No. 05247
2. Claimant's address at the time of his evacuation from the protected area:  
**684 Railway Ave., Steveston, British Columbia**
3. Claimant's present address:  
**Taber, Alberta**
4. Claim relating to real property:
  - (a) Street address of real property: **684 Railway Ave., Steveston, British Columbia**
  - (b) Legal description of property:  
**Lot 2 of Section 1 Block 3 North Range 7 West Map 940**



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

Farm 5 acres and buildings

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

Title No. 52532

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

(I) Land— \$ 2250.00

(II) Buildings— \$ 500.00

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

\$2750.00 minus \$1183.73 equals \$1566.27

\$ 1566.27

5. Claims relating to personal property, etc.

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

684 Railway Ave., Steveston, British Columbia

- (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:

House and barn



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

Charles P. Hacault

(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:

Farm tools and implements	\$133.20
Longanberries and Raspberries	300.00
House furnishing	<u>300.00</u>
	733.20

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

\$614.60

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

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

DATED this 13<sup>th</sup> day of ~~October~~ <sup>November</sup>, A.D. 1947.

Lamson Sanderson  
Witness to Signature of Claimant.

Benjiro Kawabata  
Signature of Claimant.



STATUTORY DECLARATION

I, Bunjiro Kawabata  
(Full Name of Claimant)

of Taber, Alberta  
(Present Address)

Farmer  
(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:

\$1272.35

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 Taber  
in the Province of Alberta,  
this 13 day of November  
A.D. 1947.

Bunjiro, Kawabata

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

VIRTUE & RUSSELL  
Barristers & Solicitors  
Lethbridge, Alberta



STATUTORY DECLARATION

Bonjour's Law Office  
(Full Name of Claimant)

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

Witness  
(Occupation)

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.

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

# Proof of Claim

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 \_\_\_\_\_ day of \_\_\_\_\_

A.D. 1947

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

**VIRTUE & RUSSELL**  
Barristers & Solicitors,  
Lethbridge, Alberta.



JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 43.

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full:

Bunjiro Kawabata

EXHIBIT NO. 682-1

DATE Sept. 17 / 48

FILED BY A. G. Virtue

2. Registration Number:

05247

3. Present Address:

Taber, Alberta

4. Address Prior To Evacuation:

684 Railway Ave. Steveston, 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 2, of Section one, Block 3, North Range 7  
West Map 940, in the District of New Westminster.

- (a) Nearest Post Office adjacent to land. **Steveston, B.C.**
- (b) Number of acres: **5**
- (c) When purchased: **September, 1921.**
- (d) Condition when purchased: (Give improvements and values in detail as of date of purchase)

Land uncultivated  
20x30 house  
barn  
chicken house

(e) Purchase Price .....\$2950.00

6. IMPROVEMENTS:

(a) Clearing.....	acres at \$.....	per acre \$	
(b) Fencing		\$	45.00
(c) Tillage		\$	
(d) Drainage		\$	53.00
(e) Weed Eradication		\$	100.00
(f) Planting	1/2 A. loganberries	\$	250.00
	1/4 A. Strawberries	\$	75.00
(g)	1/4 A. raspberries	\$	100.00
(h)	12 mixed fruit trees	\$	60.00
	Total	\$	<del>608.00</del> 683.00
	Carried Forward	\$	<del>608.00</del> 683.00
			683.00
			<del>608.00</del>
			3633.00



Brought forward

\$ ~~3358.00~~

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
1 shed	10 x 20	1921	\$ 100.00	\$ 30.00	\$ 130.00
Chicken house	10 x 5	1930	18.00	7.00	25.00
bath and woodhouse	12 x 20	1925	45.00	35.00	80.00
addition to barn	15 x 30	1935	190.00	60.00	250.00

Total Cost of Buildings \$485.00 \$485.00

Total Cost of Land and All Improvements ..... \$ ~~3843.00~~ <sup>\$ 4118.00</sup>

Fair Market Value ..... \$ 3,200.00

Sold by Custodian for ..... \$ 1183.73

Loss Claimed on Parcel 1 ..... \$ 2016.27

8. Assessment for 1942:

Land ..... \$ 1305.00  
Improvements .... \$ 650.00  
Total ..... \$ 1955.00



9. Appraisal or Valuation (by Custodian):

Lands .....	\$ 1,000.00
Improvements .....	\$ 250.00
Total	\$ 1,250.00

10. Rental Value per Year: \$ 200.00

11. Fire Insurance on Buildings:

(List amount on each building):

.....	\$ nil
.....	\$
.....	\$
.....	\$

12. Documents in Support:

(a) Photographs:

(b) Deeds                      1 land title No. 52532E

(c) Agreements to Purchase

Dated Sept. 9th. 1921  
Tsuneko Yamashita to Bunjiro Kawabata

(d) Leases

none

(e) Insurance Policies

none

(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 .....\$2016.27

Parcel 2 .....\$

Parcel 3 .....\$

Parcel 4 .....\$

TOTAL:

=====  
\$2016.27  
=====



Bunjiro Kawabata.

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
200' $\frac{1}{2}$ " garden hose	1940	\$ 20.00	\$ 15.00	
300' $\frac{1}{2}$ " garden hose	1933	30.00	15.00	
plough, cultivator & harrow	1920	36.25	21.00	
1 spray	1935	4.50	2.00	
240 lb. scale	1920	28.50	10.00	
hand cultivator, seeder and acc.	1931	20.00	14.00	
1 shovel	1931	1.21	.50	
3 hoes	1931	3.00	1.25	
2 wheelbarrows	1933	6.00	2.75	
1 pruning shears	1938	1.25	.50	
1 rake	1921	1.25	.45	
2 forks	1921	3.40	1.25	
70 lbs. wire	1941	3.50	3.50	new
crates	1941	11.00	11.00	new
sacks	1941	13.00	13.00	new
bean poles	1938	15.00	7.00	
300' 1x12 lumber	1938	15.00	13.00	
fence post	1941	1.00	1.00	
		T.	<u>\$133.20</u>	\$133.20
1 Singer sewing machine	1920	120.00	50.00	
1 couch	1935	20.00	12.00	
1 chiffonier	1941	17.00	15.00	
2 beds	1920	35.00	10.00	
1 bed	1936	15.50	7.00	
2 tables	1920	30.00	10.00	
1 clock (pendulum)	1920	8.00	4.50	
2 hammers (max&min.)	1920	3.00	1.50	
1 hammer	1937	2.50	1.50	
kitchen utensils	1938-40	10.00	5.60	
1 lamp	1936	1.50	.75	
3 lanterns	1929	5.30	.90	
2 coal oil can	1930	1.50	.50	
1 roll wrapping paper	1941	6.00	4.00	
6 chairs	1920	7.25	3.00	
1 range	1942	80.00	75.00	
		T.	<u>\$201.25</u>	201.25
				Total.... <u>\$334.45</u>

(ADD ADDITIONAL PAGE IF NECESSARY)

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



**PAYMENTS RECEIVED FROM CUSTODIAN ON  
PERSONAL PROPERTY**

<u>Item:</u>	<u>Year:</u>	<u>Month:</u>	<u>Amount.</u>
furniture			\$ 118.60

Total: \$ 118.60

Total Claim for Personal Property .....	\$	334.45
Deduct Payments from Custodian ..... <i>sold for 162.70</i>	\$	118.60
Net Loss on Personal Property ..... <i>170.75</i>	\$	<u>215.85</u>

I Certify the above to be True and Correct.

*Chas. G. Vint*  
Witness

*Benjiro. Kawabata*  
Signature of Claimant.



# This Agreement,

made in duplicate this

day of September *9<sup>th</sup>* in the year of Our Lord one thousand nine hundred and twenty-one  
BETWEEN

TSENUKO YAMASHITA of the Town of Steveston,  
Province of British Columbia, Widow,

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

BUNJIRO KAWABATA of the Town of Steveston,  
Province of British Columbia, Fisherman.

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 those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Richmond Province of British Columbia and being composed of the northerly half of Block two (2) Subdivision of Section No. 1, Block Three (3) North Range 7 West Lulu Island, Group 1, New Westminster District according to a map or plan of the said subdivision deposited at the Land Registry Office at the City of New Westminster, Province of British Columbia and numbered 940.

EXHIBIT NO. 682-2  
DATE Sept 17/48  
FILED BY Alf. Virtue



TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Two thousand nine hundred and fifty (\$2950.00)-----Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of One thousand seven hundred and forty (\$1740.00) Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The sum of Six hundred and five (\$605.00) Dollars on the 6th day of March, A. D. 1922 and the sum of Six hundred and five (\$605.00) Dollars on the 6th day of September A. D. 1922

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 8% per cent. per annum, on the days and times in manner above mentioned: 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 his heirs and assigns to convey and assure, or cause to be conveyed and assured, to the said Purchaser his heirs and assigns 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 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 his heirs and assigns 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 Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the 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 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 PURCHASER covenants and agrees with the Vendor that he and they will pay the Vendor all sum or sums of moneys that may be paid by him for insurance premiums in respect of fire insurance on buildings on said premises during the currency of this Agreement, and the Vendor shall hold a charge or lien against the lands and premises for the amounts so paid, together with interest as well after as before maturity of this Agreement, at the rate of eight per cent. per annum from the date of each payment.



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

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

Bunjiro Kawabata, Steveston 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.

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

AND the Purchaser hereby irrevocably appoints the Vendor true and lawful attorney for and in the name of the said Purchaser, his heirs, executors, administrators, successors and assigns, 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 AND SEALED  
in the Presence of:

*S. Anwo*  
*Steveston B.C.*

*山 下 幸 子*  
(*Yamuko Yamashita*)

*Bunjiro Kawabata*



**FOR WITNESS**

I hereby Certify that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_

\_\_\_\_\_, in the Province of British Columbia,  
(whose identity has been proved by the evidence on \_\_\_\_\_, who is) personally known to me,

*oath of*  
appeared before me and acknowledged to me that \_\_\_\_\_ is the person whose name is subscribed to the annexed Instrument as Witness, and that \_\_\_\_\_ is of the full age of sixteen years, and having been duly sworn by me did prove to me that \_\_\_\_\_ did execute the same in \_\_\_\_\_ presence voluntarily, and is of the full age of twenty-one years.

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

.....  
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.



**FOR MARRIED WOMEN**

I **Hereby Certify** that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, in the Province of British Columbia, personally known to me (by who is personally known to me, proved) the evidence on oath of \_\_\_\_\_ appeared before me, and being first made acquainted with the contents of the annexed Instrument, and the nature and effect thereof, acknowledged on examination, and apart from and out of the hearing of her said husband, that she is the person mentioned in such Instrument as the maker thereof, and whose name is subscribed thereto as party; that she knows the contents and understands the nature and effect thereof; that she executed the same voluntarily, without fear or compulsion, or undue influence of her said husband; and that she is of the full age of twenty-one years and competent understanding and does not wish to retract the execution of the said Instrument.

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

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 not personally known to the officer taking the same, instead of the words "personally known to me" insert the words "by the evidence on oath of \_\_\_\_\_, who is personally known to me, proved."

Dated September 19 21

TSENYUKO YAMASHITA

—AND—

BUNJIRO KAWABATA

**Agreement**

**FOR SALE OF LAND**

The Clarke & Stuart Co., Ltd., Law Printers and Stationers, Vancouver, B. C.

G. S. WISMER

DATE PAID	PRINCIPAL	INTEREST	PAID TO

**FOR MAKER**

I **Hereby Certify** that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, in the Province of British Columbia, (whose identity has been proved by the evidence on \_\_\_\_\_, who is) personally known to me, appeared \_\_\_\_\_ the person mentioned in the annexed Instrument as the maker thereof, and whose name \_\_\_\_\_ subscribed thereto as part \_\_\_\_\_, that \_\_\_\_\_ know the contents thereof, and that \_\_\_\_\_ executed the same voluntarily, and is of the full age of twenty-one years.

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

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.



LAND REGISTRY ACT.

FORM R.  
(Section 57 (a).)

*Affidavit of Witness.*

To Wit:

I, S. Army, of the Town  
of Steveston, 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  
Tsenuko Yamashita and Bunjiro Kawabata  
the parties thereto, for the purposes named therein.

2. The said instrument was executed at Steveston B.C.

3. I know the said parties, and that they are 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 Steveston  
in the Province of British Columbia, this 9th  
day of September, 1921.

S. Army  
J. J. Darling



1 - 038.86 E - 7099 SEP 20 - 41

Taxpayers' Copy

PAID The Corporation of the Township of Richmond  
 Richmond Town Hall, Brighouse, B.C.

**TAX NOTICE, 1941**

TO Benjino Kawabata  
RR  
Steveston B.C.

Take notice that the following lands in the Municipality of Richmond, for which for which you are liable for taxes for the year 1941 as follows:

Roll No.	Lot	Block	Sec.	Block North	Range West	Map	Value of Land	Value of Improve'mts	Taxable Value
4761	2	44pt	1	3	7	940	1305	650	1630

are subject to the following taxes which are due on and from 1st January, 1941, and are now due and payable at the Town Hall, Brighouse, B.C.

PAYMENTS

**READ CAREFULLY**

Cheques to be certified and payable at par at Vancouver or Steveston and to be drawn in favour of The Corporation of the Township of Richmond. Proper value of stamps must be attached (3c on all cheques up to \$100.00 and 6c on all cheques over \$100.00).

Both Notices to be returned when paying rates. DO NOT DETACH.

1941 Rates Bylaw.....	35	86		
<b>DRAINING and DYKING BYLAWS</b>				
Sea Island Dyke .....				
Lulu Island Dyke.....				
No. 8 Road Drainage.....				
Amalgamated D. & D. Dist.	3	-		
Steveston Local .....				
No. 7 Road Pump.....				
Local Improvement District No. ....				
TOTAL for 1941.....	38	86		
Penalty .....				
Arrears of Taxes for 1940.....				
" Water for 1940.....				
Interest .....				
Delinquent Taxes for 1939.....				
" Water for 1939.....				
Interest .....				
TOTAL.....				

EXHIBIT NO.

682-3

DATE

Sept 17/48

FILLED BY

A. J. Moffatt

PENALTY: Add 10% to total for 1941 if not paid on or before Nov. 15th, 1941.

INTEREST at the rate of 6% per annum from December 31st in the year of levy must be added when arrears and delinquent taxes are paid.

A. J. MOFFATT, Collector.



### RATES BYLAW, 1941

General Municipal Purposes.....	1.4766	mills
Municipal Loans .....	12.0174	"
School Loans .....	.2580	"
School General Purposes.....	8.2480	"
	<u>22.0000</u>	

### LOCAL IMPROVEMENT DISTRICT

District No. 55 Schedule rates

### DRAINING AND DYKING DISTRICTS

Sea Island Dyking Bylaw No. 185 and 226		
Loan .....	78c	per acre
Maintenance .....	80c	" "
Lulu Island Dyking Bylaw No. 186		
Loan .....	69c	" "
No. 8 Road Drainage District Bylaw No. 272		
Loan .....	32c	" "
Lulu Island Drainage and Dyking Maintenance.....	60c	" "
No. 7 Road Pump.....	30c	" "
Steveston Local Improvement Bylaw 1891 No. 27A		
Maintenance .....		full schedule



Registration Number 05247

KAWABATA, Bunjiro

R. R. #1, House 684, Steveston, B. C. (Railway Avenue)

LOCATION AND NATURE OF PROPERTY

Description of property as per Form "JP" is correct.

OWNERSHIP

I have inspected the Title, which is in the name of the above Bunjiro Kawabata.

LAND AND BUILDINGS

This property consists of 5 acres, approximately half an acre each in loganberries, strawberries and raspberries, which are in very poor condition, needing weeding. The house is a small 3 room frame, shingle roof bungalow, in poor shape, needing considerable repairs. There is a barn which is in fair condition and a small shed, of little value. The balance of the land is used for market garden.

TAXES

Taxes paid to December 31, 1941.

INSURANCE

There is no fire insurance on the property.

FINANCIAL POSITION

Claims to have no liabilities. Inventory of personal effects attached hereto.

REMARKS

This property has been leased to one Charles P. Hacault for the duration, as per letter of the Custodian, dated April 22nd, 1942. I am informed by both parties, that a copy of the letter referred to, was signed by each and returned to the Custodian's office. Although Kawabata has not yet been evacuated, Hacault is now in possession, under this arrangement.

RECOMMENDATION

I would recommend that the arrangement as set out, be permitted to stand.

May 8, 1942.

*A. Mather*

EXHIBIT NO. 682-4  
DATE Sept. 17/48  
FILED BY A. Y. Virtue



Registration Number 05247

KAWABATA, Bunjiro

INVENTORY (To be stored in barn)

- ✓ 300' Water Hose
- ✓ 70# Wire
- ✓ Miscellaneous quantity of Crates and Sacks
- ✓ 2000 Bean Poles
- ✓ 1 Plough
- ✓ 1 Harrow
- ✓ 1 Wheelbarrow
- ✓ 1 Laundry Stove
- ✓ 1 Bed Complete
- ✓ 2 Tables
- 6 Buckets
- 3 Lanterns
- 3 Coal Oil Cans
- ✓ 1 Water Tank for carrying water
- ✓ 1 Cross Cut Saw
- ✓ 2 Hammers
- ✓ 1 Axe
- ✓ 3 Hatchets
- ✓ 2 Pruning Shears
- 1 Roll Wrapping paper

Following to be left for the use  
of the tenant.

- ✓ 1 Sewing Machine
- ✓ 1 Couch
- ✓ 1 Wheelbarrow
- ✓ 1 Kitchen Stove
- ✓ 1 Shovel
- ✓ 200' Garden Hose
- ✓ 1 Chest of Drawers
- ✓ 1 Cultivator & Seeder
- ✓ 1 Scale

May 8, 1942.



# Farm Appraisal Report

File No. JL-524

Land Description Lot 2, S/D of pt. of Sec. 1, Blk. 3, N., Rge. 7, W., Map 940, N.W.D.

Containing 5 more or less Acres

Owner's Name B. KAWABATA Post Office Address R.R. #1, Steveston, B.C.

Nearest Rail Point Y. Station on B.C. Electric Rly. Distance 1/4 mile

Market Town Steveston - 1 mile; Vancouver - - - - Distance 10 "

Church (give denomination) All denominations - 1 to 7 miles. Distance \_\_\_\_\_

Nearest School Steveston Public-1 mile; Bridgeport High Distance 7 "

State how property was identified: Regst., Plan, road & boundary check.

Roads: State whether property has access to main road, the kind of road and its condition.  
Has 264' frontage on Railway Ave., along its West boundary, & which is a hard surfaced road as well as having the B.C.E. Interurban Rly. on it.

Is this district a good one? Yes, closely settled and about 10 miles from Vancouver.

Employment opportunity Fairly good at seasonal local fishing & farming, or industrial in Vancouver.

Predominating Nationality and religion: British, Protestant religion.

Describe Fencing and its condition: Old wire and post - only fair. Value \$ \_\_\_\_\_

Water supply: City water. On tap in dwelling; no other plumbing. Value \$ \_\_\_\_\_

## BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
#684.								
HOUSE	20 x 30	Lumber	8'	Shgl.	20	Mud sills	Only fair	150.00
Wood shed	10 x 18	"	6'	"	20	Post	Poor	-
Shed	12 x 20	"	6'	"	20	"	"	-
BARN Shed	30 x 34	"	10'	"	20	"	Only fair	100.00
	X							
BARN	X							
	X							
GRANARY	X							
	X							
	X							
	X							
	X							

EXHIBIT No. 682-5  
Sept 17/48  
W. H. Rice

Electric light, installed in dwelling.

House Number 684. Total present day value \$ 250.00

Total Value Buildings add to farm \$ 200.00

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it habitable? Dwelling, old, dilapidated & about done, although habitable and would suffice for a time until a new house built. \$ \_\_\_\_\_

Describe the basement and chimneys: No basement & foundation poor. Brick chimney to ground.

No. rooms downstairs? 3 Upstairs? - How finished V. Joint & shiplap.

Are buildings painted? No. Condition of paint \_\_\_\_\_

Distance from nearest bush Unexposed.

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



ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
5.	Level	Silty clay loam, 12-18"	Clay	1 1/2 ac. Logans, Rasps, & Garden-fair condition	200.	1,000.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.		NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE	

Total value of Land \$ 1,000.00

Total added by buildings to value of farm \$ 200.00

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

Total value of farm \$ 1,200.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied: Buildings old & dilapidated, although small house clean & a tenant in residence. Land in good fertility & fair tillage as yet. Understand it has been occupied by Japanese family for about the last 20 years until they evacuated more recently.

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

Small fruit and truck farming.

Noxious weeds:

Fairly clean at present but some thistle and couch grass in evidence at boundaries.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:

Municipality of Richmond - 1942 Taxes (including Dyke & Drainage), total \$38.86.

Date: July 11th, 1942.

Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 9 day of July 19 42.

Inspector's Signature

"J.D. PATTERSON"

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



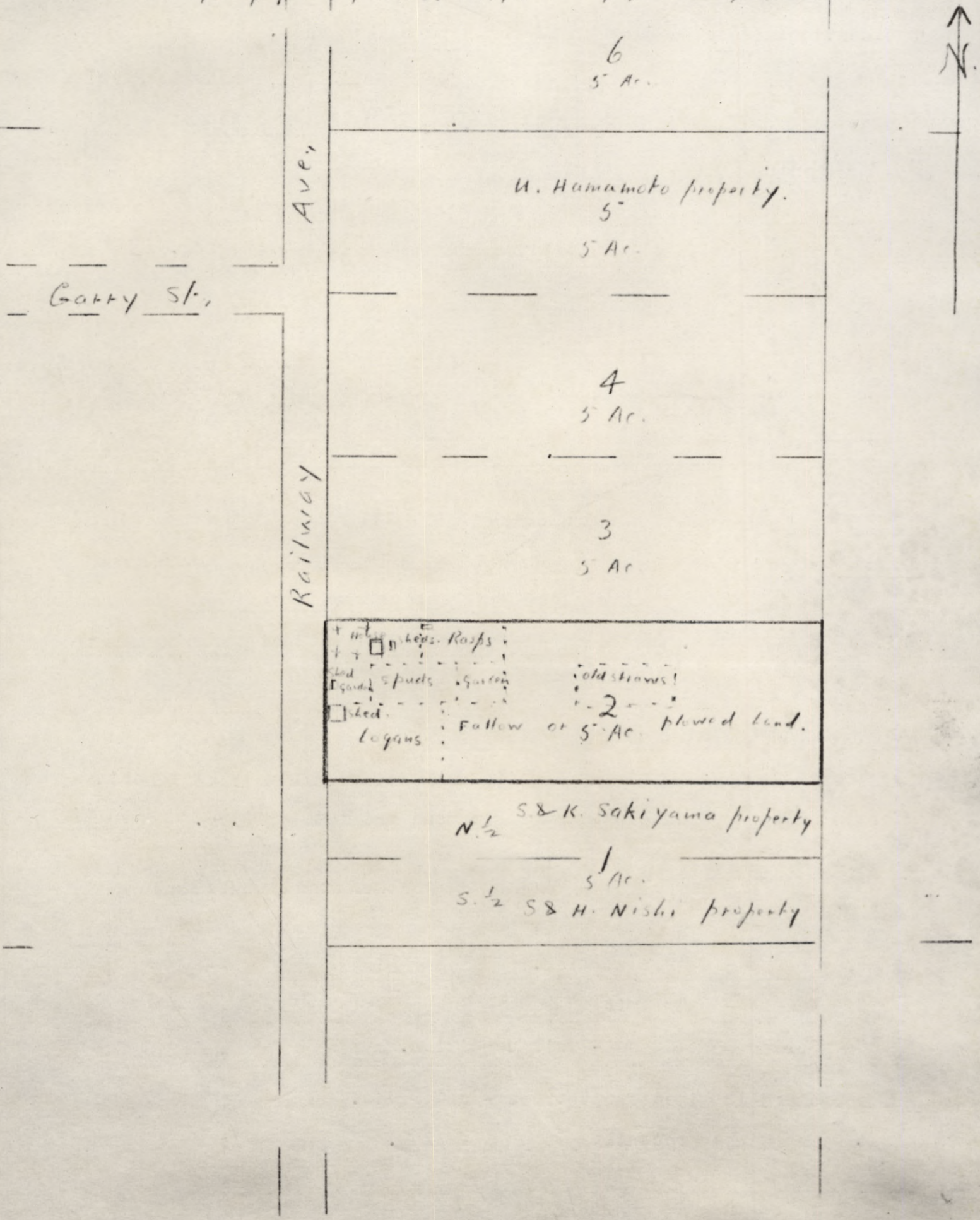




Scale 200' = 1 inch

Diagram of Property - In Red: B. Kawabata

Lot 2, S/D of part of Sec. 1, Blk, 3 N. Rge. 7 W Map 940 n.w.D.



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

value is \$ 1200.00

Date 16th July 1942.

"I.T. BARNET"  
District Superintendent.



REAL PROPERTY CLAIM 26th June, 1948.

CLAIMANT Bunjiro KAWABATA Regn No 05247 VLA

PROPERTY SUB- Lot 2 of Sec 1, B3N/7W, Map 940,  
 JECT OF CLAIM Mun. of Richmond, D.N.W.

known as  
 684 Railway Ave., Steveston, B. C.

CLAIM Est. value: Land \$ 2250.  
 Imp 500. \$2750.  
 Less Cstdn cr 1183.73 (Correct gross  
 \$1178.00)  
 ALLEGED LOSS \$1566.27

REFERENCES

HISTORY

- JP Declared as per legal description with improvements consisting of:  
 bungalow of 3 rooms, 1 barn, 3 sheds.
- RP.1 Mather's report of 8 May 42 describes property.
- RP.2 C of E #51943 d/16 Jun 43 notes Vesting in Cstdn  
 Registered Dyking charge  
 Title in name of Claimant
- RP.3 Assessed 1942: Land \$1305.  
 Improvements 650. \$1955.00  
 TAXES: General 35.86  
 Dyking charge 3.00 \$ 38.86
- RP.4 Appraised 16 Jul 42 VLA \$1200.00
- RP.5 Sold VLA as at 1 Jan 43 \$1178.00
- NOTE NO appraisal nor offer to purchase other than VLA received.
- RP.6 Summary of Administration of Real Property completed 31 Oct 46.

I hereby certify that the foregoing words are a true copy (3 pages)  
 of the original whereof they purport to be a copy.

November 1, 1948.

*C. Min. Scott*  
 .....



October 31st, 1946.

RP  
6

REAL PROPERTY SUMMARY

JAPANESE NAME : Bunjiro KAWABATA, Registration No. 05247, File No. 4972

CATALOGUE NO: Part of Director, The Veterans' Land Act first offer

PROPERTY ADDRESS: 684 Railway Avenue, Steveston, B. C.

LEGAL DESCRIPTION: Lot 2 of Section 1, Block 3 North, Range 7 West,  
Map 940, Municipality of Richmond, District of New  
Westminster.

CLASSIFICATION: Small dwelling and cultivated land

ASSESSED VALUE: Land \$1305.00 Annual Taxes \$38.86  
Improvements \$ 650.00

TITLE: Registered in the name of Bunjiro KAWABATA

ENCUMBRANCES: Registered Dyking Charge.  
No indication of any unregistered.

Vesting Order #25938 - June 16, 1943.

HISTORY OF

ADMINISTRATION: The Custodian's representative reports on May 8, 1942.

"This property consists of 5 acres approximately half an acre each in loganberries, strawberries and raspberries which are in very poor condition needing weeding. The house is a small 3 room frame shingle roof bungalow, in poor shape, needing considerable repairs. There is a barn which is in fair condition and a small shed of little value. The balance of the land is used for market garden."

Before evacuation, KAWABATA entered into a rental agreement with one Charles P. Hacault for the duration of the war. This Agreement was covered in a letter of April 22<sup>nd</sup> 1942, also attached is an inventory of goods rented with the property and goods left in the shed, consideration being \$100.00 per year.

A payment of \$50.00 on this 1942 Agreement was received direct by KAWABATA and \$50.00 to be paid into the Custodian office in monthly instalments before October 30, 1943. This tenancy continued until the sale of the property.



October 31st, 1946.

Real Property Summary (Continued)

Sold to the Director, The Veterans' Land Act in the amount of \$1178.00.

Adjustments calculated as of January 1, 1943.

Funds credited to KAWABATA's account on February 9, 1944.

Certificate of Title #166797-E delivered to the Director on February 29, 1944.

A complete statement of the transaction was forwarded to KAWABATA on April 18, 1944.

The above Summary is certified to be in accordance with the information on file.

"Geo. Peters"

George Peters  
Office of the Custodian

GP/ic



# ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 4972

EXHIBIT

NAME Bunjiro KAWABATA

REG. No. 05247

DATE	Storage INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.
			AUCTION	TENDER &c	
DECLARATION <u>20 Apr 42</u>	TAKEN BY <u>Cstdn agent</u>				
EVACUATION <u>19 May 42</u>	DATE <u>22 Jan 45</u>				
SIGNED LIST OF CHATTELS LEFT ON PREMISES AS RECD BY CUSTODIAN 27 APR 42					
Garden Hose 300 ft	4 bdles Garden Hose	200' 1/2" Gdn hose	15	} 23 75 (4 pcs)	
Wire 70#	1 roll wire	300' 1/2" Gdn hose	15		
Crates & sacks	1 4gal Crook	Plough	)		
Bean Poles	1 sgle Bed	Cultivator	) 21		
Horse plough	6 Kitch. chairs	Harrow	)		
cultivator	5 Lanterns	1 Spray	2	2	
Harrow	1 Seeder & attachments	240# Scale	10		
Wheelbarrow	1 Stove board	Hand Cultivator	)		
Bicycle	1 roll Wrapping Paper	Seeder	) 14	16	
Bed 2	1 iron p ot	Accessories	)		
Table 2	1 Sprayer	1 Shovel	50	60	
Chairs 6	1 galv. Pail	3 Hoes	1 25	T Incl. below	
Clock (pendulum)	4 Suitcases	2 Wheelbarrows	2 75	1 50 (1)	
Bucket 2	1 box China	1 Pruning shears	50	T )	
Kitchen utensils	1 crosscut Saw	1 Rake	45	T ) 8 55	
Lantern 3	1 Hand saw	2 Forks	1 25	T )	
Coal Oil Holder 3	1 meat Saw	70# wire	3 50		
Hammer 2	1 mailbox Swing	Crates	11		
Pruning shear 2	1 sm Book Rack	Sacks	13		
Wrapping paper 1 roll	2 bxs Miscellaneous	Bean poles	7		
Saw 3	2 bxs Books	300' 1x12 lumber	13		
Lumber 1x12	sev. cans Misc.	Fence Post	1		
Spray	1 Bucksaw	1 Singer Sewing machine	50	45	
Scale	3 bdles Garden tools	1 Couch	12	5	
GOODS TO BE RENTED TO MR. CHARLES HACAULT	1 Sledge Hammer	1 Chiffonier	15	7	
Sewing machine	1 Spade	2 Beds	10		
Kitchen stove	1 Mattock	1 Bed	7	8 25	
Couch	1 Sewing Machine	2 Tables	10		
Shovel	1 Couch	1 Clock (pendulum)	4 50		
Hoe	1 Wheelbarrow	2 Hammers	1 50	T )	
Garden Hose 200 ft	1 Chiffonier	1 Hammer	1 50	T )	Incl. above
Wheelbarrow	1 Kitch. stove left for valuation. Later appraised \$30.00	Kitchen utensils	5 60	K	5 35
H and cultivator seeder accessories		1 Lamp	75	)	50 (5)
Chiffonier to be left in the house		3 Lanterns	90	)	
SGD: Charles P. Hacault B. Kawabata		2 Coal Oil Cans	50		Incl. in 'F' & 'M' below
		1 roll Wrapping Paper	4	1	
		6 Chairs	3	1	
		1 Range	75		30
			<u>333 45</u>		
		The above list was supplied by Claimant's Counsel on 26 Jun 48 and is apparently substituted for the following:			35 (Radio)
				F 1 85	Misc. Furniture
				M 5 35	Misc. items
				<u>132 70</u>	<u>65</u>

Farm tools & implements 133.20  
 Loganberries & Raspberries 300.00  
 House and furnishing 300.00  
733.20

Chattels to est. c.  
 " not claim  
 " to est. c.  
 do  
 do  
 do  
 do  
 do

J. Cuming  
 20 Jul 48



SALES	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	USED ON PROPERTY	REMARKS
3 75 (4 pcs)							21	Still on farm 11/7/48
					10			
60 cl. below 1 50 (1)								
8 55					3 50 (X 11 X)			LESSEE stated belonged to Cannery.
				13			7	Tenant states used in Loganberry patch
							13	Tenant states used on property
			1					
5 5 7		5 (1)	5 (1)					
8 25		10						
		4 50						
cl. above								
5 35								
50 (5)								
in 'F' & 'M' below								1 can sold with stove, other presumed Misc.
1 1 1								
	30							Sold at appraised price
	35 (Radio)							Sold at price requested by Claimant
1 85 Misc. Furniture								
5 35 Misc. items								
2 70	65	19 50	6	13	13 50	21 & 11	20	

ANALYSIS OF CLAIM

Chattels to est. claim value of	\$ 229.45	Sold for	162.70
" not claimed on (radio)	----		35.
" to est. claim value of	19.50	Declared, not found	
do	6.00	No record at anytime	
do	13.00	Abandoned	
do	13.50	Not accounted for	
do	21.00	Unsold	
do	20.00	Used on property by Lessee	
do	11.00	Stated by Lessee to be Cannery property	
	<u>\$333.45</u>		

EXHIBIT No. 682-7  
DATE Sept 17/48  
FILED BY [Signature]







OFFICE OF THE CUSTODIAN  
 OFFICE OF THE CUSTODIAN  
 JAPANESE SECTION  
 EXHIBIT No. Sept. 17/48  
 DATE april 27. 42  
 FILED BY G.E.A. Rice  
 RECEIVED  
 April 22, 1942

*File 4972*

Bunjiro Kawabata, Esq.,  
 House #684, Railway Avenue,  
 Steveston, B. C.

Registration No. - 05247

Dear Sir:

This will confirm the Custodian's Office's understanding of the agreement you made this afternoon with Charles P. Hacault of 755 West Broadway in Steveston.

We understand that you have rented your property, consisting of your land, consisting of Lot 2 of Section 1 Block 3 North Range 4 West Map 940, in the District of New Westminster (Certificate of Title #52532-E) plus your bungalow of three rooms, your barn and your three sheds, together with certain furniture and equipment which you will be listing and  $1\frac{1}{2}$  acres of loganberries, strawberries and raspberries for the sum of \$100.00 per year.

We note that the new tenant has paid you a sum of \$50.00 today and that the balance due of \$50.00 is to be paid by Mr. Hacault to this office in monthly instalments before October 30th, of this year.

We further understand that taxes for last year which were paid at the Richmond Town Hall, Brighthouse, B. C., amounted to approximately \$39.00 and that it is your desire that we pay taxes for 1942 from funds which will be paid to us by Mr. Hacault out of the rental monies he will be sending to us.

Furthermore, we understand that the agreement you have made is to continue for the duration of the war.

We would like to receive your confirmation that the goods listed in your registration form and which you will not be turning over to your tenant, will be stored in the house or in the barn and that you are satisfied that such storage is satisfactory to you. You may wish perhaps to consider the advisability of placing fire insurance on the goods which you are leaving stored in Steveston.

We trust that our understanding of the entire matter is clear and so that we may receive this assurance, we would appreciate your being good enough to sign the attached copy of this letter and arrange to have Mr. Hacault sign the letter also and returned to us, at the same time that you and Mr. Hacault check the inventory of goods



*Attached To 682-9*

Bunjiro Kawabata - 684 Railway Ave.,

Steveston, B. C.

Goods left in Shed		05247
Garden Hose	300 ft.	
Wire	70 lbs.	
Crates & Sacks		
Bean Poles		
Horse Plough, Cultivator & Harrow		
Wheelbarrow	(1)	
Bicycle	(1)	
Bed	(2)	
Table	(2)	
Chairs	(6)	
Clock (Pendulum)	(1)	
Bucket	(2)	
Kitchen Utensils		
Lantern	(3)	
Coal Oil Holder	(3)	
Hammer	(2)	
Pruning Shear	(2)	
Wrapping Paper	1 roll	
Saw	(2)	
Lumber 1 x 12		
Spray	(1)	
Sfale	(1)	



Goods to be Rented to Mr. Charles Hacault

05247

Singer Sewing Machine (1)  
Kitchen Stove (1)  
Couch (1)  
Shovel (1)  
Hoe (1)  
Garden Hose  $\frac{1}{2}$ " 200 Ft. (4 - 50 ft)  
Wheelbarrow (1)  
Hand Cultivator & Seeder & Accessories

Chiffonier to be left in the house.

"Charles P. Hacault"

"B. Kawabata"



EXHIBIT No. 4 Sept. 17/48  
 DATE \_\_\_\_\_  
 FILLED BY G.E.A. Rice

c/o Roy Lee,  
 Barnwell, Alberta.

December 1, 1945.

Department of the Secretary of State,  
 Office of the Custodian,  
 506 Royal Bank Bldg.,  
 Vancouver, B. C.

EVACUATION SECTION

Rec'd Dec 3/45

File No. 4972

Ans. \_\_\_\_\_

Referred Peters

Dear Sir:

In your statements of April 18, 1944 and May 25, 1944 you have stated the amount credited to us, however, it did not include the value of the household goods and small farm implements amounting to about three hundred twenty-four dollars and twenty cents (\$324.20). We would be obliged if you will send to us all the amount of money due us (including the returns from the sale of the farm and household goods.

My registration number is 05247.

And file number is 4972.

Yours truly,

Bunjiro Kawabata.

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

November 1, 1948.

*C. M. Sealy*  
 . . . . .