

Name of Claimant

KAITA, Sukeichi

Case 834

Custodian File

3765

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	80% of all Sale Prices		Sale Price	125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
					764.00		826.12			826.12
<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			
576.00										144.00
	144.00									144.00
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION									970.12	



CASE NO: 834.

JAPANESE PROPERTY CLAIMS COMMISSION

Winnipeg, Manitoba,

April 14th, 1948.

IN THE MATTER OF THE CLAIM OF

SUKEICHI KAITA.

PROCEEDINGS AT HEARING.

Original.



CASE NO: 834.

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

(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

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Winnipeg, Manitoba,  
 April 14th, 1948.

IN THE MATTER OF THE CLAIM OF  
SUKEICHI KAITA.

PROCEEDINGS AT HEARING.20 APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
S.M. CHERNIACK, Esq.,	appearing for the Claimant.
<hr/>	
A. WATSON, Esq.,	Secretary.
G.N.R. UPTON, Esq.,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

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S. Kaita,  
In Chief.  
Discussion.

MR. CHERNIACK: I would like to proceed with the first case on the list, No. 13, Sukeichi Kaita. The total value for the real property, my lord, is \$2500.00, the gross sale, \$764.00, and the loss \$1736.00. The personal property claim, my lord, the truck, \$700.00. That is the only claim. The sale price was \$576.00 and the loss, \$124.00. We are abandoning the other claim.

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SUKEICHI KAITA, the claimant herein,  
being first duly sworn, testified  
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. CHERNIACK:

Q Mr. Kaita, I show you a written statement. Was this prepared in accordance with your instructions?

A Yes.

Q Is that your signature? A: Yes.

Q Do you swear the contents to be true to the best of your knowledge and recollection?

A Yes.

20

(STATEMENT MARKED EXHIBIT NO. 1).

MR. CHERNIACK: On behalf of my learned friend, my lord, I would like to file the S.S.B. appraisal as Exhibit 2.

(APPRAISAL MARKED EXHIBIT NO. 2).

MR. CHERNIACK: Unfortunately, my lord, this is one of the few cases where we haven't had the opportunity to type out these statements, and they are in handwriting and might be a little difficult to follow. For that reason possibly I should read them and your Lordship could make a note of whatever is

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S. Kaita,  
In Chief.

illegible on them.

THE COMMISSIONER: Yes, I will have a look at it first.  
I think I can read it all right.

10 MR. CHERNIACK: The claimant sets out in Exhibit 1  
that he purchased the property in 1921 from Irma  
Sprout and Helen Barker for \$1800.00, and I have  
in my possession an agreement for the purchase  
to that effect. I don't think your Lordship would  
require it on the record. If you do, I can file  
it. I will show it to my friend. At the time  
of purchase, my lord, the property was all cleared  
with the exception of one acre, leaving about  $8\frac{1}{2}$   
acres cleared. The claimant cleared between --  
one acre, 5 years after purchase, and with his  
own labour constructed considerable ditching which  
he is unable to estimate, dug a well in 1922, and  
planted about 10 mixed fruit trees in 1924 and  
erected 1100 raspberry poles equipped with 600  
pounds of wire. Exhibit 1 goes on to describe the  
20 buildings on the property, and you will notice  
the years in which they are built do not correspond  
with the estimate of ages in the appraisal. The  
estimated cost is also shown opposite the buildings,  
my lord. You will note from Exhibit 2 that the  
property is well located, one and a half miles  
from Pitt Meadows,  $\frac{1}{4}$  miles from New Westminster.  
Now in Exhibit 2, my lord, the comment of the  
appraiser reads, "The weeds and thistles have  
grown very rank and the place generally has gone  
30 back, through lack of cultivation, and the



S. Kaita,  
In Chief.  
Discussion.

ever-bearing strawberries are a washout, and they are not visible for weeds." He says somewhere; they are some of the best raspberries I have seen, but no flavour to them", and recites that the crop was purchased by a Mrs. Thompson for \$700.00.

May I ask my learned friend to produce the lease, or a copy of the lease?

10 My lord, I ask leave to file this lease as Exhibit 3, pointing out that the lease is for \$765.00 which includes -- I am not quite clear whether it is the leasing or sale of certain chattels. Clause 7, I direct to your Lordship's attention, which is the one that says, "The lessee covenants with the lessor to pay rent; and to repair and to keep up fences; and not to cut down timber for any purpose whatsoever". And that he will "properly cultivate, fertilize, harvest, market all of the growing crops and  
20 that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good and husbandlike manner."

THE COMMISSIONER: That is the usual agricultural covenant?

MR. CHERNIACK: Yes, my lord.

THE COMMISSIONER: This is a lease made by the claimant himself, is it?

30 MR. CHERNIACK: Yes, my lord, and filed with the Custodian. I did not know that there is a date



S. Kaita,  
In Chief.  
Discussion.

shown there.

THE SECRETARY: The 6th of April, 1942.

MR. CHERNIACK: That is the date of the lease?

THE SECRETARY: Yes.

MR. CHERNIACK: I don't know when the Custodian received it. Perhaps my learned friend can help me.

MR. HUNTER: No, I don't know, my lord.

THE COMMISSIONER: What is your purpose in filing the lease, Mr. Cherniack?

10 MR. CHERNIACK: My lord, it is our contention that the Custodian was seized of this lease and subsequently made a settlement with the tenant on the basis of allegation of a short crop, or an underestimation of the crop as shown in the lease. We will argue that the Custodian should have been equally careful to see to it that the tenant kept up his part of the lease just as they insisted that the lessor be liable for any shortage of the crop.

THE COMMISSIONER: Do you contend that any such claim  
20 falls within the terms of reference?

MR. CHERNIACK: No, my lord, it is a question of the state of the land at the time of the appraisal.

THE COMMISSIONER: Oh, I see.

MR. CHERNIACK: The appraiser sets out it is weedy and was not kept up in proper condition, and that, of course, depreciates his valuation of the land. If the tenant did that, he should have been gone after in the same way as the Custodian recognized his right under that lease, and in that connection,  
30 my lord, I would ask my learned friend to produce



S. Kaita,  
In Chief.  
Discussion.

a a letter which he received from the claimant on  
the 29th of August, 1943. Oh, I am sorry, there  
is no need for that; I thought it was 1942, but  
the letter makes it immaterial.

(LEASE MARKED EXHIBIT NO. 3).

MR. CHERNIACK: The comment on Exhibit 1, my lord, reads,  
that the claimant disagrees that his buildings  
were poor and states that while some were old,  
t they were in fair condition. The house was  
10 habitable and the other buildings were quite service-  
able for the purposes for which they were used  
before leaving. He weeded the acreage and it was  
clean when he left and the fruit crops were in  
good condition. He states, "I leased the farm  
for ten months from April 1st, 1942, to William  
T.W. Thompson including the 1942 crop and some  
chattels listed in lease for \$765.00. I consider  
the valuation at \$777.50 is much below a fair  
market value. This land is well located on a good  
20 road and convenient to Pitt Meadows Post Office.  
There were some wet spots but pump looked after  
this. Soil good for berries and whole acreage  
cultivated. In my opinion this property would  
be worth at least \$2500.00 when sold by the  
Custodian."

Q Witness, I show you a statement. Was this prepared  
in accordance with your instructions?

A Yes.

Q Is that your signature? A: Yes.

30 Q Are the contents true to the best of your knowledge



S. Kaita,  
In Chief.

and recollection?

A: Yes.

(STATEMENT MARKED EXHIBIT NO. 4).

MR. CHERNIACK: May I ask my learned friend to produce a copy of the original lien note on the purchase of the truck mentioned in Exhibit 4? I would ask to file this, my lord. Perhaps I need only read it into the record. There is no need to put in the conditional sales agreement on the file. I am reading now, my lord, from a lien note produced from the Custodian's file which lien note was, I understand, received after payment was made, is that correct? The Custodian paid the balance due and received the lien note?

MR. HUNTER: I presume so. That is right.

MR. CHERNIACK: This is dated May 15th, 1941, and reads, "Used 1939 Chevrolet delivery". It sets out the serial number and shows cash delivery price, \$736.50.

THE COMMISSIONER: What is the date of purchase by the claimant?

MR. CHERNIACK: May 15th, 1941.

THE COMMISSIONER: And the price, \$736.50?

MR. CHERNIACK: On behalf of my learned friend I file Exhibit No. 5.

THE COMMISSIONER: What is this, the R.C.M.P. report?

MR. CHERNIACK: Yes, my lord. It states, "Appears good" opposite "description and condition".

THE COMMISSIONER: And the mileage?

MR. CHERNIACK: 38,362.

THE COMMISSIONER: It does not say if that is the first



S. Kaita,  
In Chief.

time around.

MR. CHERNIACK: I expect we can be certain of it. It was a 1939 truck. I am also filing as Exhibit 6 a used car appraisal record which shows five good tires and indicates that there are no repairs needed. The appraisal seems to be \$525.00.

THE COMMISSIONER: By whom was it appraised?

MR. CHERNIACK: Well, this only shows the signature, but the Custodian's statement says McDermott Motors. Here there is only a signature which to me is illegible. I suppose it is one of their employees.

MR. HUNTER: It would be one of the people in that company.

(R.C.M.P. REPORT MARKED EXHIBIT NO. 5).

(APPRAISAL RECORD MARKED EXHIBIT NO. 6).

MR. CHERNIACK: This truck was sold for \$576.00 by the Custodian. The claimant's comment is, "This car was in excellent operating condition when delivered to the R.C.M.P. in March, 1942. The Custodian's sheet is in error in showing this car as a 1938 model, it was a 1939 model." That sheet hasn't been filed so it isn't important.

"I consider this truck was worth at least \$700.00 when sold by the Custodian in August, 1942."

THE COMMISSIONER: Well the appraisal record, Exhibit 6, shows the car as a 1939 model.

MR. CHERNIACK: And so does the lien note.

MR. HUNTER: There is no dispute as to that, my lord.

THE COMMISSIONER: I can see where the error arose.

THE Mounted Police report shows it was 1938. Is



S. Kaita,  
Discussion.

that all, Mr. Cherniack?

MR. CHERNIACK: I believe so, my lord.

MR. HUNTER: It is submitted, my lord, that the real  
property was sold for its fair market value.  
The assessed value for 1943 was \$700.00 for the  
land and \$400.00 with the improvements, making  
a total of \$1100.00. Your Lordship has the sale  
price at \$764.00. Insofar as the vehicle is con-  
cerned, as the appraisal indicates, McDermott  
10 Motoss appraised it at \$525.00. It was advertised  
for sale on July 15th, 16th and 17th, 1942, and  
as a result of the advertisement eight offers were  
received; \$300.00, \$360.00; \$250.00, \$350.00;  
\$405.00; \$410.00; \$310.00; and \$576.00 which was  
the one which was accepted, my lord. Against  
that, of course, out of the proceeds the lien note  
was paid off, and the balance was credited to the  
claimant.

I think it is entirely a question of value in  
20 both cases, my lord. No questions.

THE COMMISSIONER: That is all we require, Kaita.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

*T. P. Horrobin*

"T.P. HORROBIN"  
Official Reporter.



Case 834

NOV 28 1947

THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,  
Office of the Custodian,  
Royal Bank Bldg.,  
Vancouver, B.C.

ACKNOWLEDGED

3765

[Signature]

[Signature]

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

(1) NAME Kaita Sukeichi (RCMP) Reg. No. 152205  
(Print) Surname Given Name

(2) Pre-Evacuation Address Pitt Meadows, B.C.

(3) Present Address R.R. #1, Headingly, Manitoba

(4) REAL ESTATE

(a) Street Address (if any) Pitt Meadows, B.C.  
City or Municipality, Province

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

SE 1/4 of SE 1/4 of Sec. 2, Block 5 North, Range 1 East, New Westminster, B.C.

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(c) Type of Real Property (cross out words which do not apply):

- (i) Farm
- (ii) ~~Residence~~ x Type of business \_\_\_\_\_
- (iii) ~~Business~~
- (iv) ~~Any other type of property~~ (describe) \_\_\_\_\_

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) sole owner

(e) Fair market value at date of sale (estimate this to the best of your ability):

- (i) Land - - - - - \$1800.00
- (ii) Buildings - - - - - \$1000.00
- (iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - \$ \_\_\_\_\_

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$2800.00

(v) Amount at which Custodian sold property and credited your account - - - \$745.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$2055.00

2500  
764-  
1736-

(5) PERSONAL PROPERTY

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

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)  
Hastings Park, Vancouver, B.C.

(c) How stored or packed at time of evacuation \_\_\_\_\_



(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

Custodian

(e) Itemized description of personal property which is the subject of the claim:	Estimated Value	rec'd from custodian	Loss
1. 1938 Chevrolet 1/2 ton delivery	\$750	700	199.53
2. Settlement by custodian without consent of a		550.47	194.88
3. claim made by W.T.A. Thompson		576	
4. <del>Settlement by custodian without consent of a</del>			
5. <del>claim made by W.T.A. Thompson</del>			
6. <del>Settlement by custodian without consent of a</del>			
7. <del>claim made by W.T.A. Thompson</del>			
8. <del>Settlement by custodian without consent of a</del>			
9. <del>claim made by W.T.A. Thompson</del>			
10. <del>Settlement by custodian without consent of a</del>			
		124	

TOTAL CLAIM FOR PROPERTY LOSS \$ 394.41

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - - - - - \$ 2449.41

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

Winnipeg

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA )  
 Province of Manitoba )  
 TO WIT: )

I, Sukeichi Kaita of the City  
 of Winnipeg in the Province of Manitoba

DO SOLEMNLY DECLARE THAT:  
 The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me at the City )  
 of Winnipeg )  
 in the Province of Manitoba )  
 this 8th day of November )  
 A.D. 1947. )

*S. Kaita*  
 A Commissioner &c.

N.B.— THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.



S. Kaitas  
(Claimant's Name)

**REAL ESTATE**  
(Farm Land)

152205  
Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared <i>none</i> Cultivated not planted Cultivated and not in crop List Crops <i>straw 3 ac. rasps 3 ac.</i>	<i>about 9 1/2 ac.</i>	<i>May 30 1921</i>	<i>Erma Sprunt + Heller Barker</i>	<i>1800.00</i>	<i>all cleared except 1 ac.</i>	<i>old shack torn down after purchase (improvement)</i>	<i>2500.00 (land + improvement)</i>
Total <i>8 ac.</i>							<i>834-1</i>

EXHIBIT NO. 834-1  
DATE 14 April 1948  
FILED BY R. M. Cherniack

**IMPROVEMENTS SINCE PURCHASE OTHER THAN BUILDINGS** (e.g. cultivation, plants, trees or special equipment)

Description	When Made	Cost
<i>Cleared (appx) 1 ac. 5 yrs. after purchase - own labour</i>		<i>- unable to estimate</i>
<i>constructed considerable ditching</i>		
<i>Dug well 1922</i>		
<i>Planted about 10 mixed fruit trees - about 1924 cost about 10.00</i>		
<i>Created 1100 raspberry poles + equip with 500 lbs wire - cost appx. 100.00</i>		

BUILDINGS	Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value	Cost
<i>House</i>	<i>26x28</i>		<i>frame on cedar blocks - shingle roof - no cellar - 4 rooms - fir floors</i>	<i>1924</i>	<i>own</i>	<i>labour</i>	<i>-</i>	<i>-</i>	<i>650.00</i>	<i>650.00</i>
<i>"</i>	<i>12x14</i>		<i>frame on cedar blocks shingle roof - unfinished</i>	<i>1942</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>150.00</i>	<i>150.00</i>
<i>Garage</i>	<i>16x20</i>		<i>frame on cedar block shingle roof</i>	<i>1924</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>"</i>	<i>60.00</i>	<i>60.00</i>
<i>packing shed</i>	<i>20x24</i>		<i>rough lumber - poles</i>	<i>1932</i>	<i>hired</i>	<i>labour</i>	<i>"</i>	<i>"</i>	<i>80.00</i>	<i>80.00</i>
<i>wood shed</i>	<i>12x24</i>		<i>pole + shake</i>	<i>1926</i>	<i>own</i>	<i>labour</i>	<i>lumber from place</i>	<i>"</i>	<i>20.00</i>	<i>20.00</i>
<i>2 small coops</i>	<i>8x12</i>		<i>siding + shingle</i>	<i>1926</i>	<i>"</i>	<i>"</i>	<i>bought material</i>	<i>"</i>	<i>30.00</i>	<i>30.00</i>
									<i>990.00</i>	<i>990.00</i>

Comments re Appraiser's report not covered by above information.

*I disagree that my buildings were in fair condition, the house was habitable and before leaving. I included the acreage and it was clear when I left and they fruit crops were in good condition. I leased the farm for 10 years from Apr. 1, 1942 to Nov. 1, 1952 including 1948 crop and some chattels listed in lease for 765.00. I consider that the valuation at 777.50 is much below a fair market value.*

*Comment: This land is well located on a good road, and convenient to Pitt Meadows post office. There were some wet spots but pump looked after this. Soil good for berries and whole acreage cultivated. In my opinion this property would be worth at least 2500 when sold by the custodian.*

S. Kaitas  
Signature



# Farm Appraisal Report

File No. JL-464

Land Description SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec.2, Blk.5,N., Rge.1,E., N.W.D.

Containing 9.55 Acres

Owner's Name KAITA, Sukeichi Post Office Address Pitt Meadows, B.C.

Nearest Rail Point Pitt Meadows - C.P. Rly. Distance 1 $\frac{1}{2}$  miles

Market Town New Westminster, B.C. Distance 14 "

Church (give denomination) Church of Eng.,Presby.,Pitt Meadows Distance 1 "

Nearest School Pitt Meadows, B.C. Distance 1 $\frac{1}{2}$  "

State how property was identified: One corner located and map and road check.

Roads: State whether property has access to main road, the kind of road and its condition.

Property fronts on Baynes Road and there is a narrow gravelled lane, known as Dale Road, along South boundary.

Is this district a good one? Fair, mostly dairy farms.

Employment opportunity Limited at peat plant and Hammond Sawmills.

Predominating Nationality and religion: British,Protestant;some Europeans in area.

Describe Fencing and its condition: Property all fenced - 3 B.W. Value \$

Water supply: 15' dug well at house,water poor, & drinking water Value \$  
hailed from Spring on Ford Road.

### BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
#49. HOUSE	26 x 27	Frame	9'	Pt.Shgl. Rubbr'd	25	Cedar blocks	Poor & dirty	275.00
Cabin	12 x 18	"	10'	Shgl.	2	" "	Fair	75.00
Garage	16 x 20	"	9'	"	25	" "	Poor	25.00
BARN Pkg.shed	20 x 24	Rough Lbr.	10'	Shke.	20	Poles in ground	Poor	25.00
Wood shed	12 x 27	Pole & Shk.	8'	"	25	" "	"	nil -
BARN	X	Numerous other pole & shake buildings of little or no value,including Bath-house.						
GRANARY	X							
	X							
	X							
	X							
	X							

No electric light available;  
nearest poles-Ford Road  
Total present day value \$ 400.00

Total Value Buildings add to farm House and outbuildings \$ 300.00

Is dwelling habitable without repairs? No. If not what is your approximate estimate of cost to make it habitable? Needs interior decorating and brick chimney built and general overhaul - \$ 200.00

Describe the basement and chimneys: No basement; stove pipe in house and cabin.

No. rooms downstairs? 4 Upstairs? nil How finished V.joint

Are buildings painted? No. Condition of paint -

Distance from nearest bush Unexposed.

834-2  
DATE 14 April 1948  
FILED BY S.M. Sherman

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
9.55	Level and low wet land.	10" clay loam.	Clay silt	Small fruits and weeds.	50.00	477.50
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 \$ 477.50

Total added by buildings to value of farm \$ 300.00

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

Total value of farm \$ 777.50

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:  
 All cleared land in a very dirty state with thistles and smart-weed. Buildings all in poor repair. Crop sold to Mrs. Thompson for \$700.00, and if strawberry crop could have been harvested 100%, she would have made money, but doubt whether she will clear expenses.  
 State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.  
 Acreage laid out in small fruit, and too small for any other line, and too wet for poultry. All drainage by open ditches.  
 Noxious weeds:

Thistles and smart weed bad.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:  
 Corporation of District of Pitt Meadows, B.C.  
 Land assessed at \$700; Improvements-\$400.00 = \$1100.00  
 1942 Taxes - \$16.80.  
 Maple Ridge Dyking Dist. - Dyke Tax - \$24.60  
 Drainage - 5.89  
\$30.49

Date: 7th July 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 6th day of July 1942.

Inspector's Signature "L.B. PLUMBLY"

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



JL-464 - S. KAITA

# Farm Appraisal Report

Remarks:

This property lies in a low, wet spot down Baynes Road off Ford Road; very poor buildings, and strawberry crop is not visible for weeds. There are some of the best raspberries I have seen, but no flavour to them. Crop was purchased by Mrs. Thompson for \$700.00 and she was busy with pickers taking off raspberry crop; the deal was made through Pacific Growers.

The weeds and thistles have grown very rank and the place generally has gone back, through lack of cultivation, and the everbearing strawberries are a wash-out, and are not visible for weeds.

### (FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation.

Some mixed bearing fruit trees around the house.

### ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

### ORCHARDS, SMALL FRUITS, ETC.

(Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

Present Value

3.50 acres-Strawberries;pt. everbearing, 2nd yr. plants \$ N.G.

4.35 " -Raspberries; part good, part poor. \$

.95 " -Low wet land, partly in rhubarb. \$

.75 " -Bldgs., lanes, and orchard trees. \$

9.55 " \$

Total \$

Amount fruit trees add to value of farm \$

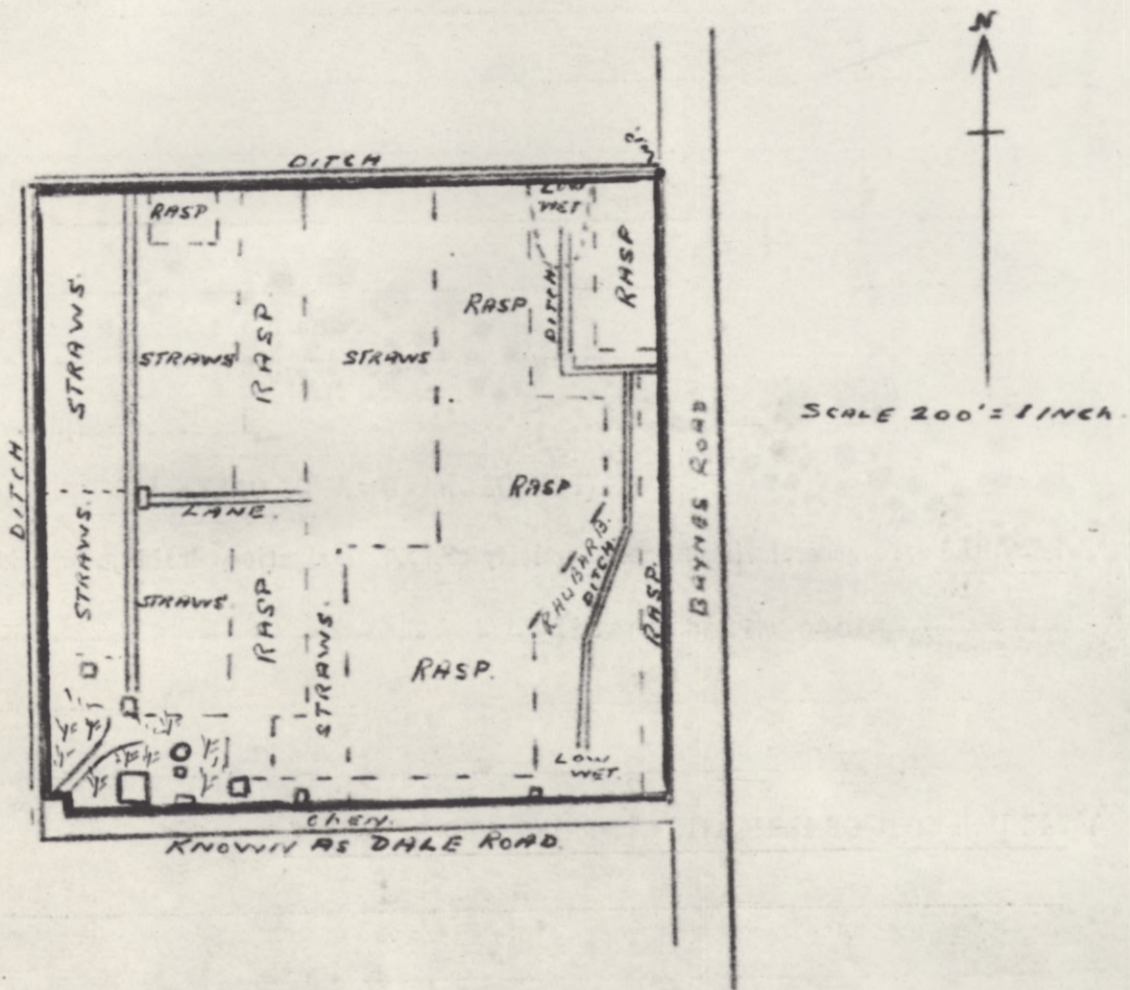


Diagram of Property

SUKEICHI KAITA.

S.E. 1/4 of SE 1/4 of SEC 2. BLK 5. N. R. 1. E. N.W.D.

9.55 ACRES.



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

value is \$ 750.00

Date 10th July 19 42.

"I.T. BARNET"

District Superintendent.



Mail to  
Thompson  
700 Pitt  
Pitt Meadows  
B.C.

Beef Sale  
will follow  
J.M.B.

FARM LEASE  
\*\*\*\*\*

THIS INDENTURE made in duplicate this sixth day of April A.D. 1948

IN FURSUANCE OF THE "SHORT FORM OF LEASES ACT"

3 7/8

BETWEEN :-

SUKESIONI KAITA of Pitt Meadows in  
the Province of British Columbia -  
Farmer  
(hereinafter called the Lessor)

Of the First Part

- and -

WILLIAM T.W. THOMPSON of the same place  
Farmer  
(hereinafter called the Lessee)

Of the Second Part

WITNESSETH THAT, for and in consideration of the rents, covenants and  
conditions and agreements hereinafter reserved and contained on the part  
of the Lessee to be paid, observed and performed, the Lessor hath demised  
and leased AND BY THESE PRESENTS DOETH DEMISE AND LEASE unto the Lessee  
all those certain parcels or tracts of land and premises situate, lying  
and being in the Municipality of Pitt Meadows in the District of New  
Westminster, Province of British Columbia, more particularly described as:-

South East quarter of South East quarter Section  
Two (2) Block Five (5) North Range One East, containing nine and one half acres.

TOGETHER with all erections and buildings, dwellings, barns, stables and  
outhouses thereupon erected, standing and being;

AND TOGETHER ALSO with all ways, paths, passages, water courses, privileges  
and advantages whatsoever to the said premises belonging or in anywise  
appertaining;

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during  
the term of ten (10) months to be computed from the first day of April

And

834-3  
INDEX No  
DATE 14 apr 1948  
FILED BY  
S. M. Cherniack



A.D. 1942 and from thenceforth next ensuing and fully to be completed and ended;

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of Seven hundred and sixty-five (\$765.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged) and it is understood and agreed that there is included in the above price the following:-

Five (5) beds +  
Three mattresses x  
One kitchen stove x  
Two heater stoves x  
Eight (8) chairs ✓  
Sixty-six (66) posts (fence) ✓  
Five (5) cords wood ✓  
Forty (40) raspberry crates ✓  
Eighty-nine (89) strawberry crates ✓

THE LESSEE covenants with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences; and not to cut down timber for any purpose whatsoever; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair;

THE LESSEE further covenants with the Lessor that he will, during the said term, properly cultivate, fertilize, harvest and market all of the growing crops upon the said land, which growing crops consist of :-

Five (5) acres of raspberries  
Two (2) acres of strawberries  
One quarter ( $\frac{1}{4}$ ) acre of boysenberries  
One quarter ( $\frac{1}{4}$ ) acre of rhubarb

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good and husbandlike manner and will, in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they may require it.

THE LESSEE covenants with the Lessor that he will market all of the aforesaid crops with the Pacific Co-operative Union and will in all respects carry



out the obligations of the Lessor to Pacific Co-operative Union under the Lessor's contract with that co-operative association and will execute an Agreement of his own with Pacific Co-operative Union;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated.

PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during the year 1942, he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants. The Lessor covenants with the Lessee for quiet enjoyment.

THE LESSEE AGREES to assume and pay the fertilizer account at Pacific Co-operative Union amounting to approximately One hundred and twenty-six (\$126.00) Dollars, being for fertilizer supplied to the Lessor in the year 1942.

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors, or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

AND it is further agreed that the words Lessor and Lessee wherever used



in this Indenture shall, wherever the context allows, include each of their respective heirs, executors, administrators and assigns.

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

Signed, Sealed and Delivered by  
SUKIICHI KAITA and WILLIAM T. A.  
THOMPSON in the presence of

S. Kaita

M. M. Fletcher

W. T. A. Thompson

AFFIDAVIT OF EXECUTIONS

I, Mildred M. Fletcher of Mission City in the Province of British Columbia, Make Oath and Say:-

1. That I was personally present and did see SUKICHI KAITA and WILLIAM T.A. THOMPSON, the parties thereto, duly sign and execute the within instrument, for the purposes therein named.
2. That the said instrument was executed at Mission City aforesaid.
3. That I know the said parties and that they are each, in my belief, of the full age of twenty-one years.
4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City  
in the Province of British Columbia  
this sixth day of April A.D. 1942

M. M. Fletcher

[Signature]

A Commissioner for taking affidavits  
within British Columbia.



Please return  
this

Dated Apr 6th 1942

SUKEICHI KAITA

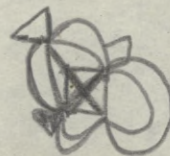
- and -

WILLIAM T. A. THOMPSON

FARM LEASE

James M. Campbell  
Barrister Solicitor  
Mission City B.C.

While letter to Richardson asking for statement that  
goodman is property & on his way said not to be  
have him Ok this also.





S. Kaita  
(Claimant's Name)

**PERSONAL CHATELS**

152215  
Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
One 1939 Chev. 2 ton delivery truck	May 15/41	used	736 <sup>50</sup>	good	700 <sup>00</sup>

Description of Storage of Goods: Turned in to R.C.M.P.

General Statement as to Chattels not Described above: none

EXHIBIT No. 834-4  
DATE 14 apr 1948  
FILED BY D. M. Lermack

Additional Comments, if any: This car was in excellent operating condition when delivered to the R.C.M.P. in March 1942. The Custodian sheet is in error in showing this car as a 1938 model - it was a 1939 model. I consider this truck was worth a least \$700, when sold by the custodian in Aug. 1942.

S. Kaita  
Signature



ROYAL CANADIAN MOUNTED POLICE

Detachment

Seizure No. 4-26  
FOR USE WHEN APPLICABLE

EXHIBIT REPORT

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

Detachment  
Sub-Division  
Division  
Date

19

RE:- **Suchechi KAITA** Force Rd **Pitt Meadows B C**  
On **19 42, I** **Goodfellow K E**  
Came into possession of the following goods by:-

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

NO. OF PKGS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
	<p>LICENSE NO. MAKE &amp; MODEL SERIAL NO. ENGINE NO. SPEEDOMETER READING CONDITION</p>	<p>TIRE NUMBERS <b>(42) CU776</b> <b>(38) Chev Truck</b> <b>9131480014</b> <b>1291810</b> <b>38362</b> <b>Appears Good</b></p>
	<p>EXTRA EQUIPMENT</p>	
<p>DESCRIPTION &amp; CONDITION VERIFIED</p>	<p><b>Appears Good</b> <i>S. Kaita</i> Signature of Owner Japanese Registration No. <b>14125</b></p>	<p><b>EXHIBIT No. 834-5</b> <b>DATE 14 April 1948</b> <b>FILED BY R. M. Phemack</b></p> <p>Handed over to representative of Custodian whose signature in receipt thereof appears hereunder</p> <p><i>J. P. Awan</i> DATE:</p> <p><i>K. E. Goodfellow</i> SIGNATURE OF MEMBER SUBMITTING REPORT</p>



## USED CAR APPRAISAL RECORD

NAME T 26ADDRESS good condition

Paint	\$	✓	Make <u>blue</u>
Tires <u>good 5</u>	\$	✓	
Body & Fenders	\$	✓	Body Style <u>light</u>
Glass	\$	✓	
Top	\$	✓	Delivery <u>39</u>
Nickelling	\$	✓	
Radiator	\$	✓	Year <u>39</u>
Running Boards	\$	✓	
Mats & Kick Pads	\$	✓	License
Upholstery	\$	✓	
Hardware	\$	✓	Serial <u>91314</u> <u>80014</u>
Motor Expense	\$	✓	
Transmission	\$	✓	Mileage <u>38362.</u>
Rear Axle	\$	✓	
Universal Joints	\$	✓	Remarks
Clutch	\$	✓	
Steering	\$	✓	
Brakes	\$	✓	
Tighten Up	\$	✓	
Muffler	\$	✓	
Sundries	\$	✓	
Wash & Clean Motor	\$	<del>2 50</del>	
Clean Interior	\$	<del>2 00</del>	
Oil & Grease, Change	}	\$ <del>4 50</del>	
Oil & Check Over			
Total	\$		

Mod. interested in \_\_\_\_\_  
Selling price \$ 525.00Salesman ✓ Less Repairs \$ \_\_\_\_\_Date \_\_\_\_\_  
Appraised By M. Spence Allowance \$ \_\_\_\_\_

For immediate acceptance only.



McDermott MOTORS LIMITED, Vancouver, B.C.

EXHIBIT No. 834-6  
DATE 14 apr 1948  
FILED BY R. W. Chernack