

3107

INFORMATION FROM R.C.M.P.

Date Nov 12/55

File No. 3107

1 Name KINGSHITA Kazuo
(Surname in Block Letters)

Registration No. 12813

Male - Female
(check)

Age May 9, 1919

Former Address R.R.#1, Langley Prairie, B.C.

Date Evacuated May 9/42 Naturalized - Canadian-Born - National
(check)

Present Address 1/2 T. Takafashi,
Raymond, Alta.

Married - Single
(check)

Name of Wife _____

Name of Husband _____

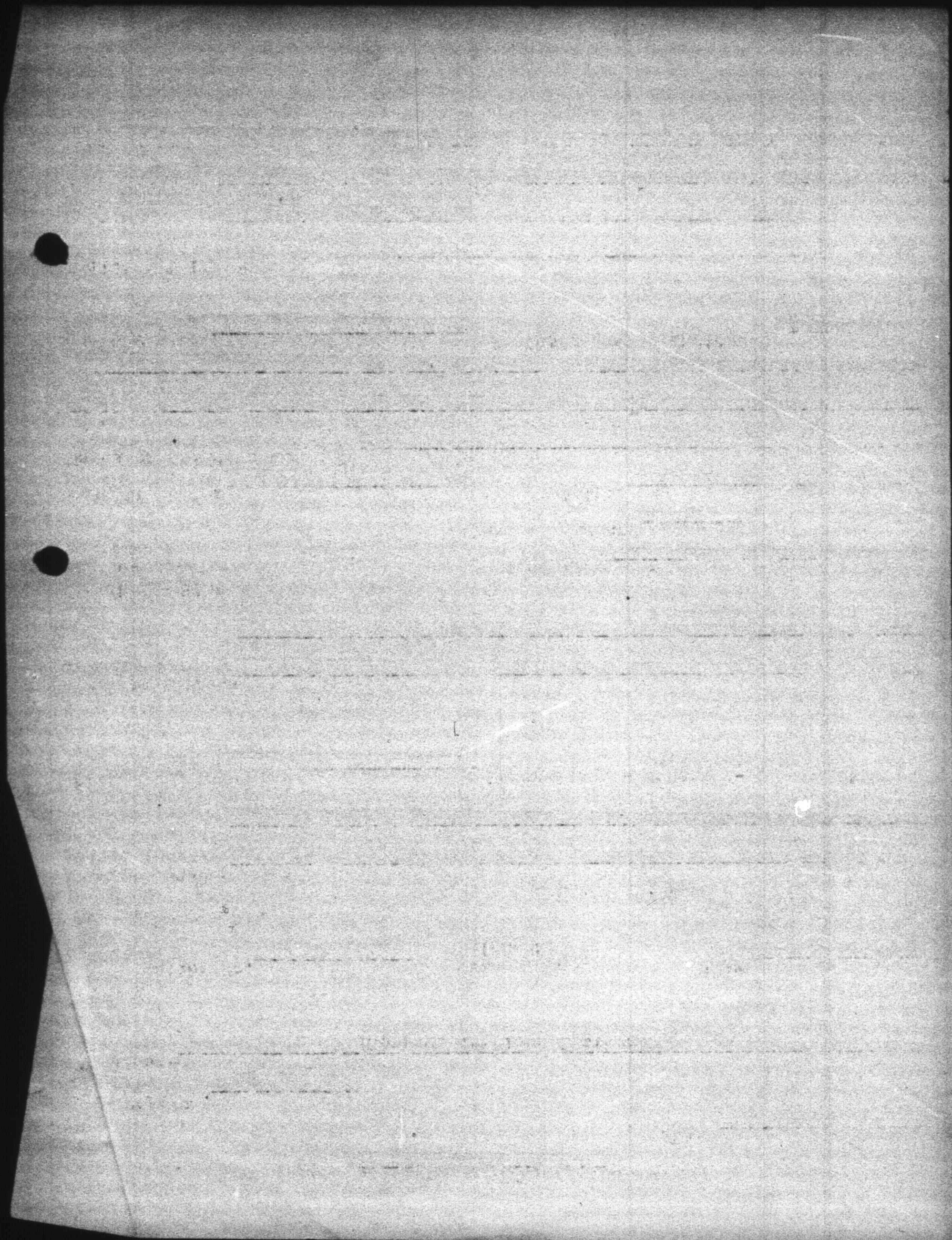
Name of Mother ^{nee} (ISHIHARA) Chiyo Name of Father Kiichi # 12890

Names of Children under 16 (None)

Requested by ECP Registered with Custodian
(Yes or No)

Additional Information Owner of Truck
138 Ford, Car, 131 Dodge.

29/65/6



**OFFICE OF THE CUSTODIAN
JAPANESE SECTION**

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

PERSONAL INFORMATION

NAME: KINOSHITA Kazuo
HOME ADDRESS: MacDonald Rd., R.R.#1 Langley Prairie, B. C.
REGISTRATION NUMBER 12813 SEX: M AGE: 23
OCCUPATION: Farmer

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

EMPLOYER: Father.

MARRIED? No

NAME OF WIFE OR HUSBAND: ---

ADDRESS OF WIFE OR HUSBAND: ---

NAMES OF ANY LIVING CHILDREN: ---

ADDRESS OF CHILDREN: ---

AGE OF CHILDREN: ---

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

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS:

3. INSURANCE (Give particulars; state where policies are)

4. TAXES (Amount and where payable)

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)

6. OCCUPANCY AND LEASES (If vacant so state)

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: _____

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: _____

9. IF FARM LAND STATE CROPS SOWN _____

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: MacDonald Rd., R.R. #1 Langley Prairie.
10 roomed 2 storeyed wooden frame house. (concrete foundation, furnace)

2. LANDLORD'S NAME AND ADDRESS: Father, Kuichi Kinoshita, same address.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: _____

None

(1938 2 ton Ford truck, 1935 Ford Sedan--in custody, Hastings Park.)

(14'x7'10"width, 4' high, stake side, lights & accessories. Body of
(In garage at home) ford truck)

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS _____

None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY _____

None

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____

None5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) _____

None7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
4 OR 5 War Savings Certificates \$5.00 at home.8. BANK ACCOUNTS: None9. LIFE INSURANCE: Manufacturers Life Insurance Co., Vancouver Branch.
\$1000.00 Pol. # 746459 25 yr. End. Beneficiary-father, Kuichi Kinoshita10. INTEREST IN ANY ESTATES OR TRUSTS: None11. SAFETY DEPOSIT BOX: None**LIABILITIES:**1. PERSONAL DEBTS: (\$200.00 Overland Motor Co. for Ford Sedan bought
1941.) Car is now in custody.2. TRADE DEBTS: None

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

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

Dated this 14th day of April 1942

(Signature)

K. KinoshitaJ. T. Wilkins

Witness

FOR DEPARTMENTAL USE _____

CONDITIONAL SALES AGREEMENT

Agreement made this 30th day of October 1941
OLIVER-OVERAND MOTORS LTD.
 (hereinafter called the Vendor), and
K. Kimoshita, Brown Road, Langley Prairie,
 (hereinafter called the Purchaser),
 British Columbia.

WITNESSETH: The Vendor hereby agrees to sell, and the Purchaser agrees to purchase the motor vehicle hereinafter described (receipt of which in good order and condition is hereby acknowledged by the Purchaser), viz.:

Total Selling Price \$ 598.75
 Cash Payment \$ 50.00
 Car Traded in 1929 Dodge Sedan #250.00 300.00
Ser'l #2534
 Balance \$ 298.75
 Insurance as specified below:
 Fire and Theft (\$) \$ 8.00
 Collision (\$ 100.00 Deductible) \$ 5.00
 Public Liability, Property Damage \$
 Carrying Charges \$ 29.87
 Balance to be paid by instalments \$ 341.62
 As per schedule

SCHEDULE OF INSTALMENTS

1 month after date, \$	19.00
2 months after date, \$	19.00
3 months after date, \$	19.00
4 months after date, \$	19.00
5 months after date, \$	19.00
6 months after date, \$	19.00
7 months after date, \$	19.00
8 months after date, \$	19.00
9 months after date, \$	19.00
10 months after date, \$	19.00
11 months after date, \$	19.00
12 months after date, \$	19.00
17 payments @	\$19.00
1 " @	18.62

Pay Direct to: **COLUMBIA SECURITIES LIMITED**
 HALL BUILDING, VANCOUVER, B.C.

TRADE NAME	MOTOR NUMBER	SERIAL NUMBER	NUMBER LICENSE	TONNAGE	NO. CYL.	BODY TYPE	YEAR AND MODEL	NEW OR USED
Ford	01826815		30678		8	Sedan	1935	Used

The Vendor and Purchaser mutually covenant and agree with each other as follows:—

1. Said property and all parts and accessories added thereto either as additions thereto or in substitution for existing parts or accessories, is now and shall remain the absolute property of the Vendor until after full and complete payment of the purchase price therefor.
2. The Purchaser covenants, subject as hereinafter provided, to pay the said balance on the respective due dates above specified, and to pay interest at 10 per cent. per annum on any unpaid instalments from respective due dates until paid.
3. The said property and every part thereof at all times while out of possession of said Vendor, shall be at the risk of said Purchaser, and all loss or damage of said property or any part thereof shall be borne by said Purchaser, and no such loss or damage shall operate to extinguish or diminish any liability upon said notes.
4. The Purchaser shall of even date herewith execute a Promissory Note for the amounts of such instalments payable on the due dates thereof without days of grace, and bearing interest at 10 per cent. per annum from the dates of payment until paid. Such promissory note (including any renewals, cheques or substitutions therefor) is not to be given or received as payment or part payment of the purchase price, but is given and received merely as collateral security for payment of the Purchaser's indebtedness under this Agreement. The Vendor may discount or negotiate said Note (including any renewals, cheques or substitutions therefor) without changing its character as between the Parties hereto.
5. The Purchaser shall at all times while the said property is in his possession, have the right to use the same for such legal uses and purposes as are necessary to his private business or pleasure, but not otherwise, and shall not use or permit to be used the said car for hire without written permission of the Vendor.
6. The Purchaser shall pay any and all taxes and charges, Parliamentary or Municipal, which may be levied or assessed against the automobile, including war taxes (if any).
7. The Purchaser shall take proper care of said automobile and of all said parts, devices, tools, and equipment, and shall not neglect, misuse, damage or destroy the same or any part thereof, or suffer the same to be done. If said automobile or any of its accessories are injured or require repairs, all work done and material supplied upon or in connection with, and all expenses incurred on account of the said automobile, shall be paid by the Purchaser forthwith from time to time as the same are made, done, supplied or incurred, and the Purchaser shall not at any time suffer or permit any charge or lien whether possessory or otherwise, to exist against the said automobile.
8. The Purchaser shall not sell or attempt to sell or in any manner dispose of said automobile, or any of said parts, devices, tools or equipment, or remove, or attempt to remove the same or any part thereof, from British Columbia, except upon the written permission of the Vendor, and shall not allow the same to be driven by any person while under the influence of intoxicating liquor.
9. The Purchaser covenants that the automobile covered by this agreement will not be used for the TRANSPORTATION OF PASSENGERS OR DRUGS or any unlawful purpose during the life of this agreement, and in case of any such contingency, the entire debt hereby secured shall, at the Vendor's option, become immediately due and payable, and the Vendor shall have the same right of seizure and sale as if default had been made in payment of principal or interest.
10. If by any reason of failure of the Purchaser to pay an instalment of principal or interest or any part of the same, or to observe any of the covenants, provisions or conditions herein contained, the Vendor shall deem it advisable to take any proceedings, either judicial or extra judicial, to protect itself or enforce the security, all costs and expenses incurred by the Vendor or incidental to such proceedings shall be payable by the Purchaser and shall be deemed to be a payment of principal due and in arrears hereunder, and shall bear interest at the rate herein above set forth.
11. That time shall be material and of the essence hereof, and that if default be made in the payment of said principal sum or interest, or any part thereof, at the time the same shall become due, or if default be made by said Purchaser in any other respect hereunder, or if he shall in any way at any time or times fail to fully observe and perform any covenant or covenants herein contained, or if said Purchaser fails to make payment for any labor, repairs, improvement or equipment placed upon said automobile by authority of said Purchaser (in which case said Vendor may, at its option, make such payment), then the said principal sum and all accrued interest, including expenses (if any) and including such payment (if any) made by said Vendor thereon, shall thereupon immediately become wholly due and payable at the option of said Vendor (notice of said option being hereby waived), the said Vendor may at once take possession of said automobile and said parts, devices, tools and equipment, wherever the same may be, and sell said automobile and said parts, devices, tools and equipment and the whole thereof, as provided by law.
12. The Purchaser agrees to pay any deficiency that may remain after the application of the proceeds of any sale hereunder to the payment of said indebtedness, or any judgment obtained thereon. The Purchaser shall not be entitled to any accounting whatsoever in respect of any such sale, nor shall any action lie for that purpose, and in the event of there being and surplus as a result of any sale hereunder, the Vendor shall be entitled to the same, nor shall the Purchaser have any claim whatsoever against the Vendor in respect of such surplus or any part thereof or in respect of the proceeds of any such sale or any part thereof. Any rule of law or equity notwithstanding, the relationship of mortgagee and mortgagee is in no way created, nor can it in any way arise under or by virtue of this agreement or anything done hereunder.
13. The Purchaser is to keep the said automobile insured for an amount equal to or exceeding the principal sum payable hereunder, covering such hazards as may be hereinafter noted, in such company or companies as Vendor may approve or select, less (if any) payable to Vendor, or assigns as interest may appear, and to deliver the policy therefor to said Vendor, and in case of failure of Purchaser so to do, or if Vendor shall deem it expedient to procure such insurance, the Vendor may procure the same, and all sums expended in so doing, with interest thereon at the rate of ten per cent. per annum, shall be added to the purchase price and shall be secured hereby.
14. All rights and privileges of seller under this agreement shall extend to their executors, administrators and assigns.
15. It is expressly understood and agreed that there are no promises, warranties, conditions or representations of the Vendor save as herein set forth, and the Vendor is not in any way bound or affected by any verbal promise, warranty, condition or representation of himself, his servant or agent, and the Vendor in no way warrants or guarantees title to the said automobile, its fitness for the purpose for which it is purchased, or the correctness of the description herein above set forth. The Purchaser takes the same entirely at his own risk.
16. The Purchaser acknowledges receipt of a copy hereof.

OLIVER-OVERAND MOTORS LTD.

James Oliver
 Vendor's Signature.

K. Kimoshita
 Purchaser's Signature.

PURCHASER'S STATEMENT

To the Vendor named in the within Agreement:

To obtain credit from you as indicated in the within Agreement,
I hereby certify the following particulars to be true, viz.:

Name _____ Address _____ Tel. No. _____
 Age 23 Nationality Japanese Married 2 No. of Dependents _____
 Landlord _____ Address _____ Tel. No. _____
 How long at above residence _____ Previous address _____
 Occupation Farmer Employed by Self How long _____
 Business address _____ Tel. No. _____ Salary _____
 Previous occupation _____ Name and address of previous employer _____
 Nearest relative with whom not living _____
 Name _____ Address _____ Relationship _____
 Previous car purchased from 2099 Address _____ What year _____
 Notes carried by _____ Address _____
 Carry Bank account with _____ Branch _____
 Reference _____
 Name Ross Bros Address _____ Business _____
 Name _____ Address _____ Business _____

Service of Notice of Assignment of this Agreement to Columbia Securities, Limited, is hereby admitted.

I declare that I am the full age of twenty-one years.

Witness _____

X K. Kuroshita
Purchaser's Signature

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Vendor named in the within contract, hereby sells, assigns and transfers unto COLUMBIA SECURITIES, LIMITED, its Successors and Assigns, all estate, right, title, interest, claim and demand whatsoever of the Vendor in, to and under the within agreement, and the motor vehicle, equipment and accessories referred to therein, and the promissory note or notes and cheques therein referred to, and hereby waives presentment for payment, demand, protest, notice of dishonour and protest, and notice of default of payment of any instalment, or any such note or notes and cheques or renewals thereof or any of them, the Vendor agreeing to remain as fully liable as if every presentment, demand, protest and notice hereby waived were duly made and given; and the Vendor hereby authorizes COLUMBIA SECURITIES, LIMITED, its Successors and Assigns, in its, his, or their name or in the name of the Vendor, to do every act, matter and thing necessary to enforce any or all of the covenants, promises, conditions and stipulations contained in the within Agreement on the part of the Purchaser therein named to be observed and performed, and to sue for, collect and get in the moneys due thereunder or due in respect of the said note or notes and/or cheques. The undersigned warrants that the motor vehicle covered by the within contract has been sold to the Purchaser mentioned therein free and clear of all liens, claims and encumbrances whatsoever other than those created by the within contract.

DATED this 20 day of October, 1941

Witness: _____

OLIVER-OVERAND MOTORS LTD.

Vendor.



NOTICE OF SEIZURE

Richard 3107
99.
Prec 13

TO *K. Kimoshita*, Brown Road, Langley Prairie, B. C.
AND ALL WHOM IT MAY CONCERN:—

Take notice that I have this 27th day of May A.D. 1942
seized and taken possession of the undermentioned goods and chattels

1935 Ford Sedan

Motor #C1826815

for the sum of \$ 227.62 being amount due to Columbia Securities Ltd.
under a certain Conditional Sales Agreement dated the 22nd day of October, 1941
and that unless you pay the said sum together with interest, and expenses of taking possession which have
been incurred, within twenty-one days from the date thereof the said
goods and chattels will be sold according to law.

DATED at VANCOUVER, B. C., this 27th day of May 1942

Retail Credit Grantors' Bailiffs Ltd.

601-606 WEST GEORGIA STREET
TELEPHONE MARINE 8829
VANCOUVER, B. C.

Signed:

J. Hunter
RETAIL CREDIT GRANTORS' BAILIFFS LTD.

Per ALBERT CHAPMAN, Bailiff.

87

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
SEP 22 1942

R. Beil
out to Anderson

TO WHOM IT MAY CONCERN:

Columbia Securities Limited hereby certifies that all moneys due or about to grow due on account of lien on one Conditional Sales Agreement which was registered at the office of the Commissioner of the Provincial Police, Victoria, B. C., on the 20th day of October 1941 have been duly paid and satisfied and that the Columbia Securities Limited has no further interest in the said car, and that the said lien has not been assigned.

DATED at Vancouver, B. C., this 18th day of September, 1942.

RE-

K. Kimoshita
1936 Ford Sedan
Motor #C1826815

COLUMBIA SECURITIES LIMITED

R. B. Ross

Manager.

I HEREBY CERTIFY that, on the 18th day of September 1942, at the City of Vancouver, in the Province of British Columbia,

Mr. R. B. Ross personally known to me, appeared before me and acknowledged to me that he is the Manager of Columbia Securities Limited and that he is the person who subscribed his name to the annexed instrument as Manager of the said Columbia Securities Limited and that he was first duly authorized to subscribe his name as aforesaid, and that such Corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY THEREOF, I have hereunto set my Hand and seal of office, at the City of Vancouver, in the Province of British Columbia, this 18th day of September one thousand nine hundred and forty -Two.

[Signature]
A Commissioner for taking affidavits
within British Columbia.

S. S. McGowan

USED CAR APPRAISAL RECORD

NAME 103

ADDRESS

Paint	\$ <u>12.00</u>	Make <u>Ford</u>
Tires <u>front 7x10 12x10</u>	\$ <u>4.00</u>	
Body & Fenders	\$ <u>4.00</u>	
Glass	\$ <u>1.00</u>	
Top	\$ <u>1.00</u>	Body Style <u>Platform</u>
Nickelling	\$ <u>1.00</u>	
Radiator	\$ <u>1.00</u>	Year <u>38</u>
Running Boards	\$ <u>1.00</u>	
Mats & Kick Pads	\$ <u>1.00</u>	License <u>6T968</u>
Upholstery	\$ <u>1.00</u>	
Hardware	\$ <u>1.00</u>	Serial
Motor Expense <u>Refrigerator</u>	\$ <u>1.00</u>	
Transmission	\$ <u>1.00</u>	Mileage <u>29696</u>
Rear Axle	\$ <u>1.00</u>	
Universal Joints	\$ <u>1.00</u>	Remarks <u>no spare</u>
Clutch	\$ <u>1.00</u>	
Steering	\$ <u>1.00</u>	
Brakes <u>front</u>	\$ <u>1.00</u>	
Tighten Up	\$ <u>6.00</u>	
Muffler	\$ <u>1.00</u>	
Sundries	\$ <u>1.00</u>	
Wash & Clean Motor	\$ <u>0.00</u>	
Clean Interior	\$ <u>2.00</u>	
Oil & Grease, Change	\$ <u>2.00</u>	
Oil & Check Over		
Total	\$ <u>22.00</u>	

Mod. interested in

Salesman ☒

Selling price \$ 550.00

Less Repairs \$

Date

Appraised By A. J. Jones

Allowance \$

For immediate acceptance only.

Rev. Res. No. _____

PROVINCE OF BRITISH COLUMBIA.

"MOTOR-VEHICLE ACT."

License No. 61175

Year 1942

NOTICE OF TRANSFER OF MOTOR-VEHICLE.

To the Commissioner of Provincial Police, Victoria, B.C.:

Notice is hereby given that the motor-vehicle (Name Ford, style Fordor),

the particulars whereof are set forth in Motor-vehicle License No. 61175, B.C., which is attached hereto, has this day
G. W. McPherson, Authorized Deputy of the Custodian, as the vested owner
been transferred by the undersigned of the interest of Kazuo Kinoshita in the said motor
vehicle under the provisions of Order in Council P.C. 1685
to the undersigned Walter M. Jensen

(Christian name in full.)

(Surname.)

and that the garage or place where the said motor-vehicle will hereafter be kept is at _____

and that the said motor-vehicle will be used for the purposes of _____

Dated this 17 day of August, 1942, at Vancouver, B.C.

Signature of transferor _____

Place of residence of transferor 506 Royal Bank Building, Vancouver, B. C.

(Number.)

(Street.)

(City or town.)

Signature of transferee _____

Place of residence of transferee _____

(Number.)

(Street.)

(City or town.)

THE PRESCRIBED FEE OF SEVENTY-FIVE CENTS IS ATTACHED HERETO.

File 3107

Kazuo KINOSHITA Regn. No. 12813

21st January, 1948.

Claims 1935 Ford de Luxe sedan was worth \$650.00

This car had been purchased from Oliver Overand Motors Ltd in October, 1941 for \$598.75.

The car was appraised by McDermott Motors Ltd. for \$375.00, and was sold 17th August, 1942, for \$360.00. Columbia Securities Ltd. held a lien of \$230.00 against this car, and this was paid off from the selling price.

Claims 1938 Ford truck was worth \$1100.00

This truck was appraised by McDermott Motors Ltd. @ \$550.00 and was sold for this amount to the Land's Department.

EXHIBIT NO

565-6

DATE

Aug 12/48

FILLED BY

J. H. O. Rice

MEMORANDUM

To: File 3107

17th August 1943

From: Specified Articles Department

Re: KINOSHITA, Kazuo - Reg: 12813

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
CAR	1935 Ford Fordor No: C 99 License No: (42) 61175	\$ 375.00

Sold to: Walter M. Jensen

17th August 1942

Selling Price: \$ 360.00

LIEN OF \$230.00 to Columbia Securities Limited paid

TRUCK	1938 Ford No: T 103 License No: (41) CT 968	\$ 550.00
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Sold to: Land's Dpt

24th June 1942

Selling Price: \$ 550.00

JB

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

Detachment
Seizure No. **140 99**
FOR USE WHEN APPLICABLE

Detachment File No.
Sub-Division File No.
Division File No. **859-6-15-3**
Headquarters File No.

Detachment
Sub-Division
Division **"E"**
Date **March 11th**

19 **42**

RE: **KINOSHITA, Kazuo R.R.1 Langley Prairie B.C.**

On **March 11th** **1942**, I **H.P. Price RCMP**
MEMBER'S NAME

Came into possession of the following goods by:-

SURRENDER UNDER O.I.C. P.C. 1406

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

NO. OF PAGES	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
		<p>LICENSE NO. (42) 61175 TIRE NUMBERS 5</p> <p>MAKE & MODEL Ford touring fordor 35</p> <p>SERIAL NO. 61256815</p> <p>ENGINE NO. 9108</p> <p>SPEEDOMETER READING 9108</p> <p>CONDITION appears good</p> <p>EXTRA EQUIPMENT Heater</p> <p>DESCRIPTION & CONDITION VERIFIED</p> <p><i>K. Kinoshita</i> 61256815 Signature of Custodian Japanese Registration No.</p> <p>Handed over to representative of Custodian whose signature in receipt thereof appears hereunder</p> <p><i>H.P. Price</i> DATE: March 11/42</p> <p><i>H.P. Price</i> SIGNATURE OF MEMBER SUBMITTING REPORT</p>

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

 Detachment **T 103**
 Seizure No. _____
 FOR USE WHEN APPLICABLE

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

 Detachment
 Sub-Division
 Division
 Date

19

 RE: **Kasuo KINOSHITA Brown Rd .R.R. 1. Langley Prairie B C**
 On **Mar 10 1942** **1 Goodfellow K** MEMBER'S NAME

Came into possession of the following goods by:-

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

NO. OF PAGES	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
	LICENSE NO. MAKE & MODEL SERIAL NO. ENGINE NO. SPEEDOMETER READING CONDITION	(41) CT968 Ford 38 K8934 29696 Fair TIRE NUMBERS
	EXTRA EQUIPMENT	Power Brakes
	DESCRIPTION & CONDITION VERIFIED	Appearance Fair
	Signature of Owner Japanese Registration No.	12813
	Handed over to representative of Custodian whose signature in receipt thereof appears hereunder	
	S. J. Lewis	
DATE:	Mar 10/42	
	H. K. Goodfellow SIGNATURE OF MEMBER SUBMITTING REPORT	

54-53

file 34 **3959**

VANCOUVER, B.C. October 20, 1941

For Value Received, I promise to pay to the order of

OLIVER-OVERLAND MOTORS LTD.

Three hundred forty one ---.82/xx Dollars

at the time or times stated in this Schedule of Instalments hereon, without days of grace, at

321 Hall Bldg., Vancouver, B. C.

Each instalment, if unpaid at maturity, shall bear interest at 10% per annum from date of maturity.

In case default is made in payment of any of the instalments, the whole amount remaining shall be come due and payable forthwith.

A. A. Schile

Purchaser.

DUE

Schedule of Instalments

RECORD OF PAYMENTS

1 month after date, \$ 19.00
2 months after date, \$ 19.00
3 months after date, \$ 19.00
4 months after date, \$ 19.00
5 months after date, \$ 19.00
6 months after date, \$ 19.00
7 months after date, \$ 19.00
8 months after date, \$ 19.00
9 months after date, \$ 19.00
10 months after date, \$ 19.00
11 months after date, \$ 19.00
12 months after date, \$ 19.00
13 months after date, \$ 19.00
14 months after date, \$ 19.00
15 months after date, \$ 19.00
16 months after date, \$ 19.00
17 months after date, \$ 19.00

17 Payments

\$19.00

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6181
PLEASE REFER TO
FILE NO. 3107

808 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

January 14, 1943.

Mr. Kazuo KINOSHITA,
Reg. No. 12813,
c/o Mr. George Gilt,
Hillspring, Alta.

Dear Sir:

Our No. T103

Re: Motor Vehicles

Your Ford Truck

which was surrendered to the Authorities, has been
sold for \$ 550.00

Charges against your car were as follows:

Liens \$

Administrative Expenses \$ 22.40

The Balance thereafter remaining of \$ 527.60

has been placed to your credit in our trust account.

Yours truly,

104.05
637.07

Specified Articles Department.

RPA:MA
JH

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 8131
PLEASE REFER TO
FILE NO. 3107

808 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

January 12, 1943.

Mr. Kazuo KINOSHITA,
Reg. No. 12813,
c/o Mr. George Gilt,
Hillspring, Alta.

Dear Sir:

Our No. C99

Re: Motor Vehicles

Your Ford Car

which was surrendered to the Authorities, has been
sold for \$360.00

Charges against your car were as follows:

Liens \$230.00

Administrative Expenses \$ 25.53

The Balance thereafter remaining of \$ 104.47

has been placed to your credit in our trust account.

Yours truly,

Specified Articles Department.

RPA:MA
JH

CABLE ADDRESS
"BEATTYBROS" FERGUS, CANADA

Established 1874

Bell
CODES: A B C 5TH AND 6TH ED. WESTERN UNION
UNIVERSAL & 5 LETTER

BEATTY BROS. LIMITED

HEAD OFFICE - FERGUS, ONTARIO, CANADA

Beatty
BROS. LIMITED

TRADE MARK REGISTERED

BRANCHES AND AGENCIES
THROUGHOUT THE EMPIRE

LARGEST PUMP AND BARN EQUIPMENT MANUFACTURERS IN THE BRITISH EMPIRE



OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

JUL 28 1942

3107

1100 - Hamilton St.,
Vancouver B.C.
July 27. 1942.

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

Dear Sirs:-

Re: Kazuo Kinoshita, #12813
McDonald Rd., Langley

Mr. Kinoshita signed a release of his
appliance and we have taken it back into
our warehouse and cleared off his account.

Yours truly,

BEATTY BROS. LIMITED.

per- *V.H. J.*

AB/D

→ further work and chattels

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(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Kazuo Kinoshita

File No. 3107

Reg. No. /

Company Manufactures Life Ins. Co. Agency Vancouver

Policy No. 746,459

Premium - \$37.65

Payable: Annually, Semi-annually or monthly

Month July Day 19

REMARKS:

Defence Brief

LETHBRIDGE
12 August 1948

Kazuo KINOSHITA

File No. 3107

Case No. 565

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 1 1938 Ford Truck (K. Kinoshita)

Claim

\$1100.

Appraised at

\$550.

Sale Price

\$550.

Witness: Appraisers, McDermott Motors.

Claimant stated that he bought this truck for \$1190.

The R.C.M.P. reported that condition appeared fair.

Claim 2 1935 8-Cylinder Ford Deluxe Sedan

Claim

\$650.

Appraised at

\$375.

Sale Price

\$360.

Witness: Appraisers, McDermott Motors.

Claimant stated he bought this car for \$598.75.

The R.C.M.P. reported that condition appeared good.

It is submitted that both the Sedan and the Truck were sold by the Custodian for their fair market value.

BMP/mw

October 12th, 1950.

Mr. Kazuo KINOSHITA,
Rosemary, Alberta.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 565

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$327.50.

Cheque in your favour is enclosed for \$308.56
and we have paid the Co-Operative Committee .. \$ 18.94
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FCS/ja
1 encl.

Name of Claimant **KINOSHITA, Kazuo** Case **363**
 Custodian File **3107**

<u>REAL PROPERTY</u>											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village				
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total			
<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 & Not Found & Recorded Now Missing	45% of amount in next preceding column				
910.00										100.00	
	227.50									227.50	
<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 CHATELS</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											227.50

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(HIS HONOUR JUDGE L.N. STACK, SUB-COMMISSIONER).

10

Lethbridge, Alberta,
August 12th, 1948.

IN THE MATTER OF THE CLAIM OF
KAZUO KINOSHITA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

appearing for the
Dominion Government.

W.E. HUCKVALE, Esq.,

appearing for the
Claimant.

MRS LILLIE THOMAS,

Secretary.

D.J. HANDFORD, Esq.,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30

K. Kinoshita,
In Chief.

THE SECRETARY: Case No. 565, Kazuo Kinoshita.

KAZUO KINOSHITA, the claimant herein,
being first duly sworn, testified
as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q You are going to get along in English, are you?

A Pardon?

Q You are going to get along in English, are you,
Mr. Kinoshita?

10 A I think so.

Q Now you are claiming with respect to a Ford 2-ton
truck with a box and extra equipment?

A That is right.

Q And with respect to a Ford De-Luxe sedan equipped
with a heater and 3 new tires?

A Yes, that is right.

Q Now concerning these two vehicles, will you take
a look at that form (indicating), please?

A Yes.

20 Q And have you read that over?

A Yes, I have.

Q And is that your signature on it?

A Yes.

Q Are the particulars contained in it true and
correct?

A: That is

right.

MR. HUCKVALE: I tender that as Exhibit 1.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Q: Now I take it that both of those
30 vehicles were delivered by you to the Royal

Canadian Mounted Police, Hastings Park?

A That is right.

Q I show you this form pertaining to the Ford touring
Fordor with heater; is that your receipt from
the R.C.M.P. for that car?

A Yes.

MR. HUCKVALE: I put that in, sir.

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

MR. RICE: Is that for both of them or just one?

10 MR. HUCKVALE: No, that is just one.

Q I show you a R.C.M.P. exhibit report with respect
to the 1938 Ford truck with power brake. Is
that the receipt for that car?

A Yes, that is right.

MR. HUCKVALE: I tender that, sir.

(R.C.M.P. REPORT MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q Now I show you what purports to be
a copy of a conditional sales agreement showing
the purchase price of the Ford sedan to be

20 \$598.75?

A: Yes.

Q Is that a copy of the agreement under which you
purchased that Ford sedan?

A Yes, that is the bill of sale.

MR. HUCKVALE: I tender that, sir.

(AGREEMENT MARKED EXHIBIT NO. 4).

MR. HUCKVALE: And with respect to the truck, the Ford
truck, I show you this conditional sales contract
showing the purchase price to be \$1190.00. Is
that a copy of the contract signed by you?

30 A Yes, that is right.

K. Kénshita,
In Chief.
Cross-Exam.

MR. HUCKVALE: I tender that, sir.

(SALES CONTRACT NAMED EXHIBIT NO. 5).

MR. HUCKVALE: Q: Now I take it that both of these vehicles were equipped with 1942 licences?

A: No, just the passenger car.

Q: The passenger car only?

A: Yes.

Q: With the 1942 licence when turned into Hastings Park?

10 A: Yes, that is right.

Q: That is all, thank you. Will you answer my learned friend, please.

MR. RICE: I am submitting, your Honour, that both the sedan and the truck were sold by the Custodian for their fair market value.

CROSS-EXAMINATION BY MR. RICE:

Q: The sedan you purchased for \$598.75?

A: Yes.

20 Q: It was a 1935 8-cylinder Ford?

A: That is right.

Q: And you traded in a car for which you got a credit of \$250.00 when you bought it?

A: Yes, I think so.

Q: The truck that you purchased, the price of that was \$1145.00?

A: Yes.

MR. HUCKVALE: \$1190.00.

MR. RICE: Q: And then there was some special equipment on it?

30 A: Yes.

Q Special equipment?
wheels.

A Tires and

Q Amounting to \$45.00?

A Yes.

Q What was that, a spare tire?

A \$45.00?

Q Yes.

A: That must

be insurance.

Q No, it says extra equipment, \$45.00.

10 A Extra equipment?

Q Yes, would that be a spare tire?

A Yes, I think it would be a spare tire, maybe.

Q And you bought that in 1938?

A '39.

Q This form says it was a new 1938 Ford?

A I purchased this brand new in 1939.

MR. HUGHES: The date of the contract is the 20th
of March, 1939.

MR. REE: Q But it was a '38 model?

20 A Yes, it was a late '38.

Q And you traded in a light delivery truck on
that valued at \$415.00?

A Yes.

MR. REE: I wish to file a memorandum of the
sale and the valuation of the automobile and the
truck.

THE SUB-COMMISSIONER: File it as one exhibit?

MR. REE: Yes, file it as one exhibit.

(MEMORANDUM MARKED EXHIBIT NO. 6).

30 MR. REE: That is all, thanks.

K. Kinoshita,
Re-Direct Exam.
Re-Cross Exam.

RE-DIRECT EXAMINATION BY MR. HUCKVALE:

Q I would just like to get it straight on the record. You were advised of the sale of the truck by a letter dated the 14th of January, 1949, is that correct?

A Yes, I think so.

Q And of the sedan by a letter of January 12th, 1949?

A: Yes.

10 Q I take it from your own experience that the vehicles would deteriorate considerably in the length of time that had elapsed between delivering them to Hastings Park and the dates I have mentioned, is that correct?

A Oh, I don't know; if you don't use it very much I think it would be all right.

Q And depending how they were kept?

A Yes, how they were stored.

RE-CROSS EXAMINATION BY MR. REE:

20 Q As a matter of fact, automobiles went up in price during that period.

MR. HUCKVALE: It doesn't look like it.

A Yes, they went up.

MR. REE: Q: They went up in price? A: Yes.

Q So that nothing was lost in that regard.

MR. HUCKVALE: That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINCE DUE)

Certified a true and accurate transcript.

S.H. Howard
S.H. Howard

Official Reporter.

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Certified Correct.

SUB-COMMISSIONER.