

3889

Surrey

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: YASUI Shukgoro

HOME ADDRESS: 358 Roebuck Rd., Surrey, B.C.

REGISTRATION NUMBER 12567 SEX: Male AGE: 56

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: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Tane (F), Harding (M).

ADDRESS OF WIFE OR HUSBAND: 358 Roebuck Rd., Surrey, B.C.

NAMES OF ANY LIVING CHILDREN: Yasue (F), Harding (M).

EXHIBIT NO. 1363-10
DATE 7 June 1948
FILED BY J.W.G. Hunter.

ADDRESS OF CHILDREN: 358 Roebuck Rd., Surrey, B.C.

AGE OF CHILDREN: 22, 18.

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

1. LOCATION AND DESCRIPTION: 20 acres - at 358 Roebuck Rd., Surrey, B.C. Lot No. 1- 6½ acres cleared - 3 wds 50c 55' 7 wds

2. BUILDINGS AND OTHER IMPROVEMENTS: house - 5 rooms, chicken house, barn, garage, poker house, warehouse, 2 packing sheds.

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

4. TAXES (Amount and where payable) \$49.00 paid to the Municipality of Surrey, B.C. 1941 taxes paid.

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

\$300.00 still owing on property payable to Harry Johnston, K.C., New Westminister, B.C.

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by owner.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION. None

2. LANDLORD'S NAME AND ADDRESS. None

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID.

4. STATE WHEREABOUTS OF LEASE. None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

6. IF FARM LAND STATE CROPS SOWN. None

7. STATE WHEREABOUTS OF TITLE DOCUMENTS HELD BY OTHER PERSONS, OFFICE, NEW YORK CITY

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. B.U. *Benny Johnson, K.C.*

9. IF FARM LAND STATE CROPS SOWN & ACRES BLACK CHERRIES, 3/4 ACRES

strawberries. 10 fruit trees.

10. STATE IF ANY OTHER PERSON HAS ANY INTEREST. None

11. CLAIM ON ANY SUCH PROPERTY. None

12. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

5. 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):

None

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

1 \$50.00 Victory Bond - 1942 - in owner's possession. No. unknown

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: Sun Life Assurance Co., for \$1,000.00 Beneficiary -
wife - same pays \$32.23 yearly, Policy no. unknown - Policy no.
unknown - Policy in owner's possession.

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

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 15th day of April

1942

(Signature)

S. Jasen

J. T. Williams

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE Mar. 22/43

AF File No. 3889

Full Name YASUI, Sukemoro
(Surname in Block Letters)

Registration No. 12567

Male - Female
(Check)

Age Oct. 25, 1889.

Former Address R. R. No. 4, New Westminster, B. C.

Date Evacuated April 20/42. Naturalized - Canadian-Born - National
(Check)

Present Address c/o Mike Roman, Box 378, Picture Butte, ALBERTA

'1 Littlefield' Union Street, ~~Calgary, Alberta~~

Married - Single
(Check)

Name of Wife ^{nee} HIRATA) Tane - #12569

Name of Husband

Name of Mother YASUI, Anna (Donald) Name of Father Tokubei (Dec'd)

Names of Children under 16

Requested by J. Spratt Registered with Consadian Yes
 Really ? (Yes or No)

Additional Information Father was adopted son of YASUI. Name before adoption
was TSUJI. Farmer - owner of 20 acre farm, buildings, 1938 Studebaker
car & 1918 Dodge Truck.

REAL PROPERTY SUMMARY

File 3889

V.L.A. B.C. 573-47

JAPANESE NAME: Sukegoro YASUI -- Reg. No. 12567.

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

PROPERTY ADDRESS: 385 Roebuck Road, New Westminster.

LEGAL DESCRIPTION: Lot 1 of the South West quarter of Section 32 Township 2
Map 3270 Municipality of Surrey, D.N.W.

TITLE: In the name of Sukegoro YASUI.

ENCUMBRANCE: Mortgage dated 4th July 1932, Sukegoro YASUI to John MATHESON, for \$1000.00 at 6% covering above described and other lands, payable \$400.00 on the 4th August 1932, \$300.00 on the 4th September 1932, \$300.00 on the 31st July 1935. This mortgage was extended in the amount of \$300.00 at 6% per annum on the 5th August 1935. The amount secured by mortgage to be payable on the 5th August 1936. Mortgage discharged 31st May 1944.

Vesting in Custodian 25093, 10th December 1942.

ASSESSED VALUE: 1942
Land \$950.00
Improvements \$1075.00 Total \$2025.00 Taxes \$48.84.

CLASSIFICATION: Berry farm with buildings. Inspector reported May 29th 1942, the area of the farm, 20 acres with 3½ acres in strawberries and ½ acre black currants with 1 storey frame house 24 x 33, 5 rooms in fair condition, garage 18 x 18 fair, woodshed 18 x 36 fair, chicken house 20 x 150 good. Property occupied at date of inspection by Mrs. Bell.

HISTORY OF ADMINISTRATION: The 1942 crop on this property was sold to Nancy BELL for \$300.00 and payment was received on the 23rd July 1942.

The Custodian leased this land on the 10th December 1942, to Nancy Bell, the lease providing for the use of certain chattels and also for storage of other chattels of owner, the term of the lease being from the 1st September 1942 to the 31st August 1943, rental \$50.00. This rental was paid and allowed to The Director The Veterans' Land Act.

There was no insurance on the buildings of this property and enquiry was made of the owner if insurance should be placed on the buildings. No reply was received from the owner.

SOLD: To The Director The Veterans' Land Act for \$675.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS: Released to the credit of Sukegoro YASUI, sale price \$675.00,

\$678.00,

plus rental \$300.00, total \$978.00; less debits taxes
\$48.84, Certificate of Encumbrance \$1.00, light \$3.59,
registration fee \$4.00, Mortgage, principal and interest
\$354.55, legal description; \$15.00, total \$431.98. Net
amount released \$546.02.

TITLE:

Included in C. of T. 173989-E and payment of consideration
included in cheque to the Custodian dated 25th July, 1944.

The above summary is certified to be in accordance with the
information on file and on record by accounting department.

DATED March 2nd, 1946.

charles m. pherson

IM:ML

Conj. 1363

PERSONAL PROPERTY SUMMARY

File No. 3889

7th May, 1947.

Re: Sukegoro YASUI - Registration No. 12567.

CHATTERS: The above Japanese registered with this office on the 15th April, 1942 and at that time declared leaving household furniture and garden tools on his property at Surrey. This property was inventoried on the 29th May, 1942 and again on the 13th April, 1943.

The bulk of the chattels on this property were removed and sold on the 2nd May, 1945, for the net sum of \$86.93, and a further amount of \$7.79 was credited to YASUI's account later, as they had been credited in error to other accounts.

Parts of an old dodge truck were sold on the 25th May, 1945 at auction for the net sum of \$9.61.

A few chattels on this property were missing, and a number had to be abandoned as not being worth the expense of handling. Some personal property and a shrine were moved and stored in the Buddhist Temple, New Westminster.

A small platform scale was sold for the net sum of \$7.50 to a former tenant on the property on the 11th October, 1945.

SPECIFIED ARTICLES: YASUI's 1938 Studebaker was sold for the net sum of \$622.79 and this sum was credited to his account here.

BONDS & INVESTMENTS: YASUI declared when registering that he was the owner of a \$50.00 Victory bond, but this was not brought under control by the Custodian.

His file also reveals that he is the holder of shares in the Surrey Berry Growers' Co-operative Association. This is a Japanese Co-operative and has not been liquidated as yet by the Japanese.

LIFE INSURANCE: Yasui declared he had a \$1000.00 Sun Life Insurance policy. In June, 1943, the Sun Life Company asked permission to forward the cash surrender value of this policy to YASUI direct, and as the amount involved was only \$20.00, the Custodian instructed them to send the money direct.

This file reveals no other personal property assets.

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

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CHATHAM, NEW JERSEY.

File No. 3859

October 23rd, 1945.

Mr. Hubert JAMES, Jr., Esq., L.M.A.

In a letter dated January 20th, 1942, Mr. James declared his chattels and effects, viz., stamp collection, household furnishings and personal belongings.

On May 2nd, 1942, Mrs. A.S. Bell, offered to purchase the chattels of Mr. James. She furnished him with a list of the contents, but she was unable to make the arrangements for payment. Mr. James advised that he had failed to receive compensation for these chattels, and that he had no funds available for the payment of his room in the hotel where he resided, so he had come here to take care of the property. He has now been released.

On May 20th, 1942, an inventory of effects was taken and summarized as follows. This list was made out by Mrs. Bell and was for a period of one year from the 1st of September, 1942. The property was inventoried at the time of the sale. The residence was evacuated on April 20th, 1942, until further notice.

The chattels were valued more thoroughly on a later date and a more complete inventory was taken on April 13th, 1943. It was not, however, submitted to Mr. James for confirmation.

The chattels used by Mrs. Bell and referred to on memorandum dated May 1st, 1942, were accounted and sold at our County auction No. 5 on May 23rd, 1942. A memorandum appears on the inventory of April 13th, 1943, to the effect that the following had been subject to Mr. L. Dugman.

The property was visited just prior to our auction of May 23rd, 1942, and all valuable chattels were removed to our auction house, with the exception of an old Oak chair, which was subsequently recovered and sold for \$1.00. At our auction of May 23rd, 1942, the net proceeds of \$9.61 being credited to the account of James JAMES.

The bulk of the chattels referred to herein were sold on May 23rd, 1942, and realized the net sum of \$10.00, which was placed to the credit of the above account.

Some of the goods were abandoned or were missing, and a list of these appears on this file.

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

Oct. 23rd, 1945.
W.H.C.

W. J. Irwin

CHARGE SCHEDULE

File No. 2009

October 23rd, 1945.

Mr. Salvatore YANU, Reg. No. 12567.

This man declared his neutrality on April 15th, 1942, and was evacuated on
April 15th, 1942.

ITEM	REPORTED	SOLD	OWNER
Stone miller Bench Furniture Carton books	1 Stump puller & cable 25/5/44		
	1 Dresser 25/5/44		
	1 Electric hot plate 25/5/44		
	1 Kitchen cupboard 25/5/44		
	1 Stool 25/5/44		
	1 Small table 25/5/44		Abandoned
	1 Wardrobe 25/5/44		
	6 Chairs 25/5/44		
	1-1913 Dodge truck 25/5/44		
	Small quantity of lumber 25/5/44		Missing
	2 Wooden cans 25/5/44		Abandoned
	3 Car tires 25/5/44		Abandoned
	1 car wheel 25/5/44		Abandoned
	1 Gas drum 25/5/44		Abandoned
	1-½ gallon crock 25/5/44		Abandoned
	2 Boxes parts sundries 25/5/44		Abandoned
	1 Carton sealers 25/5/44		Missing
	1 Survey pump 25/5/44		
	(with a compression tank) Hand pump at well 25/5/44		
	Small box of picnick trays 25/5/44		
	2 Bundles of shingles 25/5/44		
	1 Loose door 25/5/44		
	1-240 lb. scale 6/10/45		
	2 Beds complete 1-25/5/45		
	1 Trunk & contents 25/5/45		
	1 Shrine 25/5/45		
	1 Food cutter 25/5/45		
	2 Gallon crock fountain 25/5/45		
	2 Metal feed troughs 25/5/45		
	1-2 ½ & 5-gallon crocks 25/5/45		
	2 Carton books 25/5/45		
	1 Box ammable 25/5/45		
	1 Box saw 25/5/45		
	1 Box tools 25/5/45		
	2 Bone ash bunches 25/5/45		
			Abandoned

CHARTERED CONSTRUCTION

ITEM	DATE	OTHER DISPOSITION
1 Galvanized buckets		Abandoned
1 Marine table	25/5/44	Abandoned
1 Metal chair		Abandoned
1 Orange zinc paint		
1 Paint tray	25/5/44	Moving
2 Rolls of tar paper	25/5/44	
2 Tins		
1 Gas heater		Abandoned
1 Oil lantern	25/5/44	

The above material is certified to be in actual condition on the
information on file.

October 23rd, 1945.
T. J. Everard

T. J. Everard

MEMORANDUM

To: File 3689

From: Specified Articles Department

24th June, 1943.

Re: YASUI, Sukezoro-Reg. 12567

ARTICLE

DESCRIPTION

APPRAISED VALUE

CAR

1938 Studebaker Sedan
No. C-16
License No. (42) 51420

\$750.00

*Conrad
Morgan*

Sold to: Paul "ekichi

Date: 14th September, 1942.

Selling Price: \$650.00

A. L.

Copy 3889 KP
5

THIS AGREEMENT was the Fifth day of August, A.D. 1933.

SIMONE:

SUKEGORE YASUJI
Or Farmer, in the
Province of British
Columbia, Farmer,

of the FIRST PART

AND

JOHN MATTHESON
Or Farmer, Hill, in
the Province of British
Columbia, Farmer,

of the SECOND PART

WHEREAS the said party of the first part represents himself to be now solely possessed of, and entitled to, the equity of redemption in the lands described in a certain mortgage bearing date the Fourth day of July, 1932, and registered in the Land Registry Office at the City of New Westminster, Province of British Columbia, as No. 710010, and made by and between Sukegore Yasuji of the first part, and John Matheson, of the second part;

AND WHEREAS by the said mortgage certain lands and premises situate in the Municipality of Surrey, in the District of New Westminster, being composed of Lot One (1) in the South West Quarter of Section Thirty-two (32) of the said Township Two (2) as shown upon a plan of subdivision of the south half of the said Section Thirty-two (32) the North West, South East and South West Quarter of Section Twenty-nine and the North half of Section Twenty (20) of said Township, were granted and mortgaged to the mortgagee therein named to secure the moneys therein mentioned, with interest as provided for, payable at the times and in the manner in the said mortgage set forth;

AND WHEREAS the said mortgage and the lands therein granted, and the benefit of the covenants therein contained, are still vested in the said party of the second part subject to said proviso;

AND WHEREAS it has been agreed that the time for payment of the principal moneys thereby secured and now remaining unpaid, and amounting to Three Hundred (\$300.00) Dollars, should be extended and fixed as hereinafter set forth, with interest at the rate of Six (6%) per centum per annum, from the Fifth day of August, A.D. 1935, payable as hereinafter provided; and that the terms of the said mortgage in so far as they relate to the said times of payment and rate of interest after the above-named date should be varied accordingly;

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of One Dollar now paid to said party of the first part by the said party of the second part (the receipt whereof is hereby acknowledged) the said party of the first part doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the second part, his heirs, executors, administrators or assigns, that he, his heirs, executors, administrators or assigns, will well and truly pay in gold or its equivalent in lawful money of Canada, the said principal money, with interest at the rate of six (6%) per centum per annum from the Fifth day of August, A.D. 1935, until the said principal money shall have been fully paid and satisfied, at the days and times following, that is to say, the principal money of Three Hundred (\$300.00) Dollars, to become due and payable to the said party of the second part at the office of Harry G. Johnston, Columbian Block, 35 Sixth Street, New Westminster, British Columbia, on the Fifth day of August,

1936, and interest thereon at the rate of Six (6%) per centum per annum to be paid on the dates and times and in like manner as the principal monies aforesaid.

PROVIDED that in the event of non-payment of the said principal or any part thereof, at the time the same falls due under the terms of this agreement, it is agreed that the party of the second part, his heirs, executors, administrators or assigns, shall not be required to accept payment of said principal monies without being paid a bonus equal to six months' interest in advance on the principal money so in default. If default be made in payment of any sum by this agreement, or by said mortgage secured, the whole sum thereby secured shall immediately become due and payable.

AND FURTHER that the said party of the first part is solely possessed of, and entitled to, the equity of redemption in the said lands, and that these presents and their acceptance by the said party of the second part shall be without prejudice to any right which any other person interested in the said equity or redemption or any part thereof, and not a party to these presents, would, but for these presents, have of redeeming or procuring a reconveyance of the said lands or any part thereof upon the terms of the said partly recited mortgage. And that the foregoing terms and conditions of the repayment shall be substituted for the said proviso for redemption in the said mortgage contained, and that all the covenants, stipulations and provisions, powers of distress and powers of entry, leasing and sale in the said mortgage contained, shall be binding upon the said party of the first part, his heirs, executors, administrators and assigns, during the continuance of this agreement, as fully as if the same were incorporated herewith, and as if these presents were an integral part of the said mortgage, and as if the said covenants,

stipulations, provisos and powers in the said mortgage, had been expressed to apply to the further terms hereby agreed and the said party of the first part had been the party thereof, and had executed such mortgage as the mortgagor and covenanter therein named. It is agreed and understood by and between the parties hereto that all privileges to prepay in the said mortgage contained (if any) are hereby determined and extinguished.

The party of the first part covenants to insure the buildings on the said lands, or which may hereafter be erected thereon, in favour of the mortgagees, to the amount of not less than the full insurable value, in an insurance company satisfactory to the mortgagees, and to continue same during the term of this agreement, and failing production of the renewal receipt three days before expiry of current insurance, the mortgagees shall be at liberty to provide for and charge cost to his mortgage claim.

Provided that nothing herein contained shall release or discharge any part to the said mortgage, or any collateral security or surety, and all rights and remedies against any such party or surety or security are reserved. The said party of the first part covenants and agrees with the said party of the second part to pay the said party of the second part forthwith on demand his solicitor's fees and disbursements for preparation and registration of this agreement by way of covenant or otherwise and for all searches in connection with the title, also for the preparation and registration of all covenants and withdrawals of covenants against said lands or said mortgage, such payment to be a condition precedent to the right to receive a discharge of said mortgage upon payment of same in the

WILLER aforesaid, such fees and disbursements to be a charge on said land and to bear interest at the rate aforesaid payable from day to day.

And that the party of the first part, his heirs, executors, administrators and assigns, are bound by the covenants and stipulations herein contained.

And the party of the first part covenants with the party of the second part, his heirs, executors, administrators and assigns, may at such time or times as he or they may deem necessary and without the concurrence of any person, make such arrangement for the repairing, finishing and putting in order of any, building or improvements on the mortgaged premises, and for inspecting, taking care of, leasing, collecting the rents of, and managing generally, the mortgaged property as he or they may deem expedient, and all reasonable expenses costs or charges, including allowance for the time and service of any officer of the party of the second part or other person appointed for any of the above purposes shall be forthwith payable to the party of the second part, his heirs, executors, administrators or assigns, and shall be a charge upon the mortgaged property and shall bear interest at the mortgage rate until paid.

And it is hereby declared and agreed that all covenants and agreements hereinbefore contained are and shall be deemed to be several as well as joint; and that the same, as well as all provisos and stipulations and other matters and things herein contained, shall be deemed whether so expressed or not, to be made with, and snare to the benefit of, and to be enforceable by, not only the said party of the second part, but also his heirs, executors, administrators and assigns.

IT IS AGREED by and between the parties hereto
that the party of the first part is at liberty to
pay off the whole of the said principal monies and
interest hereby secured at any time before the said
Fifth day of August, A.D. 1936.

IN WITNESS WHEREOF the parties hereto have hereunto
set their hands and seals.

SIGNED, SEALED and DELIVERED

"S. Yessin" (Seal)

in the presence of

"Harry G. Johnston"

"John Matheson" (Seal)

LAND REGISTRY ACT

FORM O (Section 57(b))

FOR MAKER OF A DEED.

I HEREBY CERTIFY that, on the Fifth day of August, 1935,
at New Westminster, in the Province of British Columbia,

"EGO" SUKEGORO YASUI (whose identity has been proved by the evidence on
oath of . who is) personally known to me, appeared before
me and acknowledged to me that he is the person mentioned in the
annexed instrument as the maker thereof, and whose name is
subscribed thereto as party, that he knows the contents thereof,
and that he 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 New Westminster British
Columbia, this 5th day of August, in the year
of our Lord one thousand nine hundred and thirty-
five.

THE ATTACHED EXTENSION AGREEMENT OF MORTGAGE BETWEEN JOHN MATHESON
AND SUKEGORO YASUI DATED AUGUST 5, 1935 IS THE ONE RECEIVED FROM
HARRY G. JOHNSTON FEBRUARY 6, 1943. SEE HIS LETTER DATED FEB. 5/43.

Daw. Barnes

Attorney Public in and for the
Province of British Columbia

FEBRUARY 6, 1943.

Copy
7694
RP

This Indenture 4

Made in duplicate this **Fourth** day of **July** in the year of our Lord one thousand nine hundred and thirty-two

In Pursuance of the Act Respecting Short Forms of Mortgages:
Between

SUKEGORO YASUI of Barnet in the Province of British Columbia, Farmer

Insert full Name,
Street Address and
Occupation of each
Party.

(hereinafter called the Mortgagor)

of the **FIRST PART**

AND

JOHN MATHISON of Strawberry Hill in the Province of British Columbia, Farmer

(hereinafter called the Mortgagee)

of the **SECOND PART**

WITNESSETH that in consideration of the sum of **One Thousand (\$1000.00)**

Dollars of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged), the said Mortgagor **DOTH GRANT** and Mortgage unto the said Mortgagee, his heirs and assigns **FOR EVER**:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the **District of New Westminster** Province of British Columbia, more particularly known and described as **Lot One (1) in the South West Quarter of Section Thirty-two (32) of the said Township Two (2) as shown upon a plan of subdivision of the South Half of the said Section Thirty-two (32), the North West, South East and South West quarter of Section Twenty-nine and the North half of section Twenty (20) of said Township.**

AND THAT he has the right to convey the said lands to the said Mortgagor
THAT the said Mortgagor has a good title in fee simple to the said lands.
Gauge money and interest and observe the above proviso.
THE said Mortgagor COVENANTS with the said Mortgagee THAT the Mortgagor will pay the Mort-
herself be levied on the Mortgage in respect of the Mortgage money and interest.
AND the said Mortgagor COVENANTS with the said Mortgagee that he will pay any Tax which may
AND TAXES and performance of Statute Labor.
day of
payable on the
until the principal is paid, without any deduction whatsoever, the first payment of interest to be due and
in each and every year
on the
day of
interest for the same at the rate aforesaid, payable by equal instalments of \$

in like manner as the said principal sum.
\$1000. Interest at the rate aforesaid to be paid on the date and time and
Dollars to be paid on the 4th day of July 1933, thereafter paid up to date
the 4th day of September 1932 and the sum of Three hundred (\$300.00)
August 1932 the sum of Three hundred (\$300.00) Dollars to be paid on
the sum of Four hundred (\$400.00) Dollars to be paid on the 4th day of
of \$ 1000.00 is to be paid as follows
six (6%) per cent. per annum, both before and after maturity, as follows: The said principal sum
Dollars of lawful money of Canada, with interest at
PROVIDED this mortgage to be void on payment of One thousand (\$1000.00)
Mortgagor in, to or upon the said premises,
appurtenant thereto; and all the estate, right, title, interest, property, claim and demand of him, the said
appurtenances to the said hereditaments belonging, or with the same or any part thereof held or enjoyed or
TOGETHER with all buildings, fixtures, commons, ways, plots, privileges, rights, easements, and

AND THAT on default the Mortgagee shall have quiet possession of the said lands, free from all encumbrances.

AND THAT the said Mortgagor will execute such further assurances of the said lands as may be requisite.
AND THAT the said Mortgagor has done no act to encumber the said lands.

AND THAT the said Mortgagor will insure the buildings on the said lands to the amount of not less than their full insurable value.

AND the said Mortgagor doth RELEASE to the said Mortgagee ALL his CLAIMS upon the said lands, subject to the said Proviso.

PROVIDED, that the said Mortgagee on default of payment for One (1) month
may on

notice enter and lease or sell the said lands, PROVIDED that the said Mortgagee may distrain for arrears of interest; PROVIDED that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable.

PROVIDED ALSO, that no purchaser at any sale purporting to be made in pursuance of the aforesaid power, shall be bound or concerned to see or enquire whether any such default has been made or continues, or whether any such notice has been given as aforesaid, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity, or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly, and the remedy (if any) of the Mortgagor, in respect of any impropriety or irregularity whatsoever in any such sale, shall be in damages only.

PROVIDED that until default of payment the Mortgagor shall have quiet possession of the said lands.
PROVIDED ALSO that any notice or notices to be given under the provisions of this Mortgage may be effectually given during the lifetime of the said Mortgagor or after his death by leaving such notice or notices with some person on the said lands, if occupied, or by posting the same thereon, if unoccupied, or at the option of the Mortgagee by publishing the same in two consecutive issues of some newspaper published or circulating in the District of New Westminster

and such notice or notices shall be sufficient, though not addressed to any person by name, and notwithstanding any person to be affected thereby may be unborn, unascertained or under disability.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them, (where the context or the parties so

THE ATTACHED MORTGAGE BETWEEN SUKEGORO YASUI AND JOHN MATHESON
DATED JULY 4, 1932 IS THE ONE RECEIVED FROM HARRY G. JOHNSTON
FEBRUARY 6, 1943. SEE HIS LETTER DATED FEB. 5/43. -

John Barnes
A Notary Public in and for the
Province of British Columbia

FEBRUARY 6, 1943.

**ROYAL CANADIAN MOUNTED POLICE
EXHIBIT REPORT**

Detachment _____
Sub-Division No. 34
Division _____
Headquarters _____
FOR USE WHEN APPLICABLE

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

Detachment
Sub-Division
Division
Date

19

RE:- Izumi, Shigeyuki R.R. No. 4, New Westminster, B.C.
On 19, I

Came into possession of the following goods by:-

MEMBER'S NAME

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

NO. OF PCS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
-------------	------------------	--

LICENSE NO.	(4)	51480	TIRE NUMBERS
MAKE & MODEL		55 Sedan	
SERIAL NO.			
ENGINE NO.		410460	
SPEEDOMETER READING		32645	
CONDITION			20617
			Appears good condition

EXTRA EQUIPMENT

Radio, heater, clock

DESCRIPTION & CONDITION
VERIFIED

X *Signature* # 1867
Signature of Owner
Japanese Registration No.

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

DATE:

B. Morris
March 9/48

EXHIBIT NO. 1363-5
DATE 7 June 1948
FILED BY J. W. G. Hunter

R. D. Morris
SIGNATURE OF MEMBER SUBMITTING REPORT

MEMORANDUM.

13th May, 1942.

S. YASUI, #12567. (File #3889)

I have looked over this farm and wish to state that
the acreages mentioned as being in crop are considerably high.

I would recommend that Mrs. Bell's offer be accepted
if suitable financial arrangements can be made.

WSA:GF

L.W.B.

R. R. 3.
1775 Pacific Hwy
New Westmin
May 15 1942

Office of Custodian
Japanese Farms
Vancouver.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
MAY 15 1942

Dear Sir I wish to make
another offer on the farm of
Mr. Yamini R.R. as he wants
I have a contract with
The Empress Cannery - will
give you an order on the
Contract for \$300⁰⁰ for this
years crop, the money to
be paid ^{to} you on delivery of the
berries to the Cannery.
Would appreciate an early
reply yours truly
(M.M.C.) A. S. Bell

3889

16th May, 1942.

Mrs. A. S. Bell,
1775 Pacific Highway,
R.R.#2,
New Westminster, B.C.

Dear Madam:

re: S. YASUI.

In reply to your application of the 15th instant to lease the farm of S. Yasui, 385 Roebuck Road, Surrey, B.C., we wish to advise that the Custodian is willing to lease this property to you for the sum of \$300.00, payable out of proceeds of sale of the crop to the Empress Manufacturing Co., Ltd., the term of your tenancy to be for the period ending December 31st, 1942. The Custodian's acceptance of your offer is on the express understanding that you will enter into a formal lease agreement on terms satisfactory to the Custodian.

It is understood that this lease does not cover the house or contents, but you are at liberty to use the farm implements, which you will be held responsible for.

When replying to this letter please let us know what implements you will be using, and kindly have any others put in a safe place. Should you find any personal property lying about, please be good enough to have this also put in a safe place, and advise us that you have done so.

We acknowledge receipt of your order for the sum of \$300.00 on the Empress Manufacturing Co., Ltd., under contract #1906.

Yours truly,

R. P. Alexander,
Assistant Manager.

RDR:GF

May 29th, 1941.

The P.C. Electric Company Ltd.,
New Westminster, B.C.

Dear Sirs:-

This is to advise you that I have leased Mr. Tsouli's premises located at 305 Rockbank Road, Surrey, British Columbia, and that I have agreed to pay the electric service account during the period I am occupying the premises, approximately four months, assuming from the date service is disconnected.

I fully understand that Mr. Tsouli is under contract with you for a revenue generation of Four Dollars and Fifty Cents (\$4.50) per month plus 5% sales tax, and that I am obligated to pay this as a minimum amount each month, failing which the service will be disconnected.

Yours truly,

J. Mak

Mrs Nancy Bell

Address _____

Phone PACIFIC 6181
Please return to
File No. 5 2009

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

608 ROYAL BANK BLDG.
MARTINSON AND GRANVILLE
VANCOUVER, B. C.

EXHIBIT No. 1353 - A

DATE 7 June 1942

FILED BY R. Quimet 8th August 1942.

Mr. Sukagoro Yasui,
P.O. Box #24,
Raymond, Alta.

Dear Sir:

We have already advised you that we sold the berry crop on your farm for \$300.00 to Mrs A.S.Bell.

Now that the crop is picked and a full accounting of the proceeds has been filed with us, it appears that \$300.00 was too much to have charged. A more equitable price, in our opinion, would be \$150.00 as this is what the crop would have realized on a 50% net basis. Mrs Bell has taken the very best care of both the land and all your chattels, and wishes to continue to have the lease on your farm. We are anxious to have Mrs Bell continue as tenant and, after taking all the facts into consideration, we suggest that you agree to our making a refund to Mrs Bell of \$150.00.

Kindly give this matter your prompt and full consideration and let us know if you consent to a refund being made of the amount suggested.

Yours truly,

"R.D.Richardson"
Manager
Farm Department.

RDR:GF

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

August 4th 1942

M. Sano
J.F.

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

Phone Pacific 6121
Frank Murphy
File No. 10000

100 ROYAL BANK BLDG.,
MARTIN AND GRANTVILLE
VANCOUVER, B.C.

January 16, 1943.

Mr. Edouard YASU, #12567,
one L.H. Francis,
TAMER, ALTA.

Dear Sir:

Our No. C 16

Re: Motor Vehicles

Your Studebaker

which was surrendered to the Authorities, has been
sold for \$ 650.00

Charges against your car were as follows:

Liens	\$ 0.00
Administrative Expenses	\$ 27.21
The Balance thereafter remaining of	\$ 622.79

has been placed to your credit in our trust account.

Yours truly,

Specified Articles Department.

RPA:MA
MS

SUN LIFE ASSURANCE COMPANY OF CANADA
HEAD OFFICE MONTREAL

COPY

RECORDED IN THE OFFICES OF THE DIRECTOR

AT THE CITY OF MONTREAL

ON THIS DATE

STANLEY LINDNER

REG. NO. 1000

2002 DIRECTOR

RECORDED IN THE OFFICES OF THE DIRECTOR

AT THE CITY OF MONTREAL

ON THIS DATE

STANLEY LINDNER

REG. NO. 1000

2002 DIRECTOR

RECORDED IN THE OFFICES OF THE DIRECTOR

AT THE CITY OF MONTREAL

ON THIS DATE

STANLEY LINDNER

REG. NO. 1000

2002 DIRECTOR

RECORDED IN THE OFFICES OF THE DIRECTOR

AT THE CITY OF MONTREAL

ON THIS DATE

STANLEY LINDNER

REG. NO. 1000

2002 DIRECTOR

RECORDED IN THE OFFICES OF THE DIRECTOR
AT THE CITY OF MONTREAL
ON THIS DATE
STANLEY LINDNER
REG. NO. 1000
2002 DIRECTOR

NATURE OF ENCUMBRANCE Mortgage or
 (registered) (unregistered)

Name of Owner of Property YASUI, Sukegoro Reg. No. 12567

Address 385 Rockbuck Road, Surrey, B.C.

Occupation Farmer Age 56

Registered Owner of Property Sukegoro YASUI C.T.No. 100659-N

Property:

Property Address Mun. Surrey, B.C.

Legal Description Lot 1 of S.W. 1/4 of Section 32, Tp. 2, Map 3270, N.W.D.

..... L.R.O. 71001-C

Nature of interest Owner

Particulars of Encumbrance:

Date 4th July, 1932

Parties to document:

Name Sukegoro YASUI Mortgagor

Address Barfoot, B.C.

Name John Matheson Mortgagee

Address Strawberry Hill, B.C.

Principal Amount \$1000.00

Terms of Payment \$400.00 on 4th August 1932, \$300.00 4th day Sept. 1932 and
\$300.00 31st July 1935. Rate of Interest 6%

Arrears, if any: Principal Interest 1/8

Balance owing as at this date 1/8

Standing of Taxes: Arrears None Current 1942 Paid

Insurance:

(1) Agent Company

Policy No. Amt. Prem Exp.Date

(2) Agent Company

Policy No. Amt Prem Exp.Date

Nature, particulars and whereabouts of unregistered documents, if any:

Dated at Vancouver this 1st day of March A.D. 1943.

CERTIFIED CORRECT:

John Matheson
 (Signature)

Farm Appraisal Report

File No. JL 484

Land Description. Lot 1 of SW 1/4 Sec. 32, Tp. 2, Map 3270.

(385 Roebuck Road)

Containing

19.5

Acres

Owner's Name YAMUI, MURAKO

Post Office Address

A.A., New Westminster, B.C.

Nearest Rail Point Kennedy B.C.R.R.

Distance

2 miles

Market Town New Westminster

Distance

6 miles

Church (give denomination) Newton Presbyterian

Distance

2½ miles

Nearest School Queen Elizabeth and Simon Cunningham

Distance

1½ miles

State how property was identified By survey post, map and roads.

7 Jan 1948

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

On Roebuck Road, ½ mile west of the King George Highway - gravel, good.

Is this district a good one? Not a good agricultural district but there are some good small farms in vicinity.

Employment opportunity Seasonal on berry farms. Industries located along the Fraser River about 6 miles distant.

Excluding Nationality and religion British, Protestant.

Describe Fencing and its condition: Neighbour's fence, 4 ft. high - good - on west end. Value \$

Water supply: Hand pump from well, 30' to water. Wells in district usually go dry after a hot summer. Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOME	12 x 34	frame	8'	angl.	15	cedar posts	poor	\$ 150.00
Lantern	12 x 34	"	7'	roof "				
x	x	x	x	x	x	x	x	x
BARN	16 x 36	posts & shk.	8'	shk.	20	posts	"	
Garage	18 x 20	frame	8'	angl.	2	ulks.	good	50.00
BARN	x	x	x	x	x	x	x	x
Snack	16 x 22	"	7'	"	5	"	fair	25.00
SHAWARY	x	x	x	x	x	x	x	x
Chicken coop	22 x 150	"	7'	"	6-10	cedar posts	good	500.00
Bath house	8 x 10	"	7'	"	10	rocks	poor	
Rocking shed	10 x 14	posts & shk.	7'	shk.	20	posts	fair	
x	x	x	x	x	x	x	x	x

Electricity in buildings.

Total present day value \$ 725.00

Total Value Buildings add to farm \$ 350.00

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it habitable? Habitabile but not in good shape.

Describe the basement and chimneys: No basement, stove-pipe chimney.

No. rooms downstairs? 5 Upstairs? - How finished Part V-joint, part unfinished.

Are buildings painted? No. Condition of paint -

Distance from nearest bush 100 yards.

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

Cultivated Land

BC/575-P Page 2

	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (Soil Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
5.25	level	sandy loam 8"-12"	sand 24" then slightly hardpan	straws, black currants asparagus - poor	50.00	162.50
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (Soil 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 (Soil Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
1.8	level	sandy loam 8"-24"	sand & slight hardpan	clearing of stumps & light second growth	75.00	20.00
14.25	part level Ravine	"	"	clearing of brush & stumps, light second growth	100.00	10.00
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 \$ 341.00

Total added by buildings to value of farm \$ 350.00

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

Total value of farm \$ 691.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:

Farm in poor state of cultivation, very weedy, straws old and poor.
Property rented out unable to see tenant and learn terms of lease.

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

Small fruits, poultry.

Noxious weeds: Thistles and numerous common weeds.

Give approximate detail and
amount of all annual taxes and
names of Taxing Authorities:
Taxes \$48.84.
Surrey Municipality.

Date: July 7th, 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 3rd day of July, 1942.

Inspector's Signature

"A. W. BROWN"

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

Farm Appraisal Report

REMARKS: Property is located at 385 Roebuck Road at the corner of Kennedy Road and about $\frac{1}{2}$ mile from the highway. The soil is mostly light and sandy and would require building up by cover cropping. Lot is not in good shape as it is weedy and the soil lacks humus. There is a light second growth and some stumps on the land not cleared and a ravine runs through this part of property. The dwelling is a mere shack in poor shape but the garage and shack are in good shape. There is a wood chicken house on lot sufficient to keep about 800 birds. It is well constructed, one half being on cedar blocks and one half on fir timbers 6"x6" on concrete footings. It is from five to ten years old. The only fencing is a neighbour's fence of barbed wire on the west end. Water is obtained from a well about 50 feet to water. Wells in this area usually go dry after a hot summer. There is electricity in the buildings.

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation. There are a cherry, plum and apple trees near the house, but of no commercial value.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGEORCHARDS, SMALL FRUITS, ETC.

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

Present Value

Approximate acreage in small fruits:- \$

2.05 ac. strawberries \$

.8 " black currants \$

.05 " asparagus \$

Also 0.3 ac. gardens and corn and 1.05 acs. buildings \$
and yards and not in crop but weedy.

\$

\$

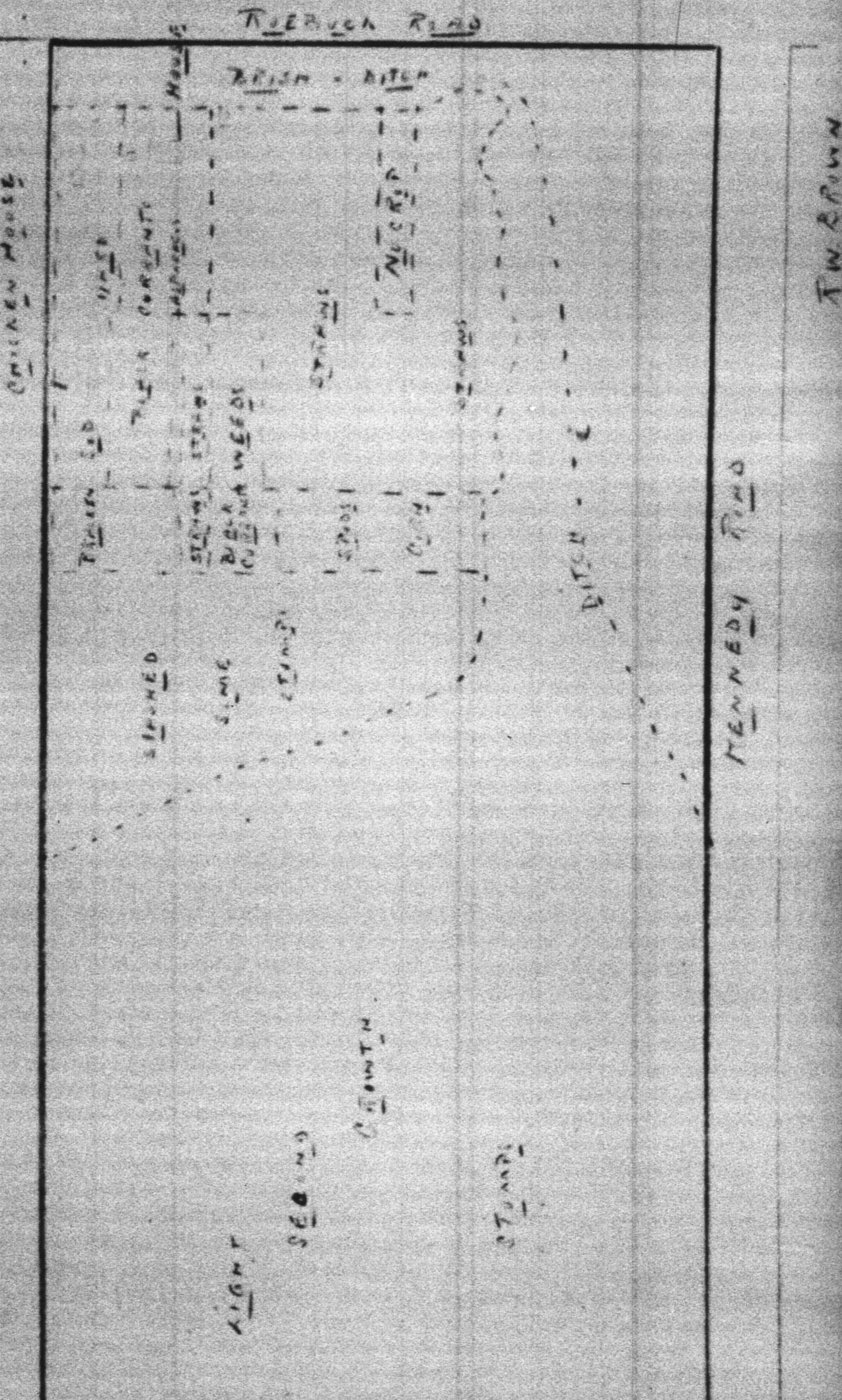
\$

\$

Total \$

Amount fruit trees add to value of farm \$

Diagram of Property



Following careful review of this appraisal report, it is my opinion that the present value is \$ 800.00

Date 13th July, 1942.

"I.T. BAGGET"
District Superintendent.

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

PHONE FAXON 6181

PLEASE REFER TO 3889
FILE NO. _____

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

February 12th, 1944.

Requisitioned A.M.

Mr. Sukagoro KASUI,
Registration No. 12567,
c/o Miles Horas,
Box 378,
Picture Butte, Alta.

Dear Sir:

RE: Lot 1 of S.W. $\frac{1}{4}$ of Section 32,
No. 12, Hwy 3270, Municipality of Shuswap.

Mr. John Matheson, Mortgagor has filed with us a statement dated March 1st, 1943, showing that you are indebted to him in the sum of \$318.00 and interest, being balance of Mortgage. Details as follows:

Balance of Principal \$300.00
Interest to 1st March
1943, @ %..... \$ 18.00

Will you be good enough to confirm this by signing the duplicate of this letter and return the copy you sign at once to this office using the stamped, addressed envelope enclosed herewith.

If any differences exist, please let us have full particulars.

Failing to hear from you by return of mail we will have no alternative but to decide that the claim is correct.

Yours truly,

IM:ML
Encls.

Ian Macpherson
Title Examiner

APPROVED CORRECT: _____

(Japanese Name) _____

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6151

PLEASE REFER TO

File No. 3889

506 ROYAL BANK BLDG.
MARTINS AND GRANVILLE
VANCOUVER, B.C.

March 14th, 1944.

Registered Mail

Mr. John Matheson,
663 Front Street,
New Westminster, B. C.

Dear Sir:

EVACUATION SECTION

Rec'd MAR 22 1944

File No. 5887

Ans.

Referred *Macpherson*

RE: Lot 1 of the S.W. 1/4 of Sec. 32,
Tp. 2, Map 3270, Municipality of
SURREY, N.W.D.

The Custodian is negotiating a sale of the above described property, and in that connection would like to have from you a statement of your interest as it was on the 29th of February, 1944. A form in duplicate is attached which will give us the required information when filled in. Please fill in carefully the amount on which interest is computed, the rate of interest, and the date from which interest is owing, as well as the amounts to be added to make the total of the amount owing you at that date. Please sign one copy and return promptly, retaining one copy for your own record.

Yours truly,

Ian Macpherson
Title Examiner

IM:ML
Enc.

File No. 2009

March , 1944.

Receivable Bill

The Custodian of Secured Property,
206 Royal Bank Bldg.,
Vancouver, B. C.

Attention Jan Matheron

Dear Sirs

No. Lot 1 of the S.W. $\frac{1}{4}$ of Sec. 33,
Twp. 2, Map 3270, Municipality of
Surrey, B.C.

I, the holder of a Mortgage dated 4th July, 1938,
covering the above described parcel of Land given by Okanagan
Land, certify that on the 29th of February, 1944, there was
owing to me in respect to said Mortgage, the sum below stated:

Unpaid balance of Principal \$300.00

X
Interest on \$300.00 at
from 5th Aug 1941 to
to 29th February, 1944. \$16.00
\$316.00

Total amount owing on Mortgage \$316.00

\$316.00

If you have paid any taxes or insurance to protect
your interest in this property please add the amount to the
above total, giving each payment separately.

John Matteson

May 6/44

March 26, 1944.

**Messrs. Crux & McMaster,
Barristers & Solicitors,
535 West Georgia Street,
Vancouver, B. C.**

Alfredo Henriquez, A. R., PUNCAK, COTACAH.

卷之三

Ref. Guigoso YANUI - Lot 1 of Subt of Sec. 32, Twp. 2,
Map 1270, Municipality of Survey.

We enclose herewith Certificate of Encumbrance No. 50725, showing the registered owner of subject property as Sukegore YASHI, Evacuee, Registration No. 12567, with a registered Mortgage in Fee to John Matheson of 663 Front Street, New Westminster, B. C.

A statement has been received from the Mortgagor showing the balance owing on the Mortgage, as at February 29, 1944, as follows:

Unpaid Balance of Principal	\$ 300.00
Interest @ 6% from Aug. 5/41 to Feb. 29/44	<u>46.30</u>
Total amount owing on Mortgage	\$ 346.30

Yours truly,

R. D. Richardson,
Farm Department.

100

$\frac{11}{24}$ $\frac{75}{300}$ $\times 16.00$	$\frac{75}{75}$ $\frac{150}{150}$ $\times 16.50$	$\frac{54.5}{54.5}$
$\frac{75}{75}$ $\frac{150}{150}$ $\frac{925}{925}$		

3889

Approved
May 4, 1944.

Mr. John Matheson,
663 Front Street,
New Westminster, B. C.

Dear Sir:

Re: Shigeoro YASUI - Lot 1 of SW 1/4 of Sec. 32,
Town R. Map 3270, Municipality of Surrey.

According to advice received from you the balance owing on the mortgage which you hold on the above property amounted to \$346.30, as of February 29, 1944.

This property has been sold to the Director, Veterans' Land Act, and discharge of mortgage is now required in order to complete the sale.

We are enclosing herewith form of discharge for your signature and we would be obliged if you would sign the document and deliver same forthwith to our representative, Mr. E. H. Anderson, whose signature appears in the margin of this letter.

The Custodian hereby undertakes to forward you a cheque for the above mentioned sum together with interest as soon as the sale is completed. We expect that this transaction will be closed in the course of the next two weeks but if for any reason the sale is not completed, the discharge of mortgage will not be recorded and will be returned to you.

Your co-operation herein will be very much appreciated.

Mr. Anderson's signature:

Yours truly,

R. D. Richardson,
Farm Department.

Encl. (dup.)
RDR/EG

Discharge of Mortgage

Know all Men by these Presents

That **JOHN MATHESON, 605 Front St.,**

of City of New Westminster, in the Province of British Columbia,

DO HEREBY CERTIFY

That **SUKEDORO YASUI #12547**

and

in the Province of British Columbia,
has satisfied all money due or to grow due under a certain Indenture of Mortgage made by

Sukedoro Yasui #12547

as Mortgagor, to **John Matheson** as Mortgagee
for the sum of **One Thousand Dollars (\$1000.00)** Dollars,
which said Mortgage ~~is now discharged~~ ~~is now~~
and was registered in the Land Registry Office in the City of New Westminster, in the Province
of British Columbia, on the **4th** day of **July, A.D. 1944**,
under number **71001C**.

The following is the description of the lands and premises released and discharged hereunder:—
All and singular that certain parcel or tract of land and premises situate, lying and being
In the Municipality of Surrey, in the District of New West-
minster, Province of British Columbia, and more particularly
known and described as Lot 1 of the South West quarter of Section
52, Township 2 Map 3370.

(WE) (I) DO FURTHER CERTIFY that the said Mortgage has not been assigned; that I am
entitled to receive the money; and that said Mortgage is therefore discharged.

SIGNED, SEALED AND DELIVERED at **New Westminster, B. C.**
this **31st** day of **May**

A.D. 1944

SIGNED, SEALED AND DELIVERED

in the presence of

Signature W.E. Barnes
Address 415-11th & Newmarket
Occupation Executive

John Matheson

(If given by a Company) The Common Seal
of

was herewith affixed in the presence of:

J.L. No. 484

RP
8

Canada

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

AUG 19 1944

File No. 3559

505 Royal Bank Building,
Vancouver, B. C.

Reg. No. 12567

Mr. Sukegoro YASUI,
c/o Mike Boras, Box 378,
Picture Butte, Alta.

Dear Sir:

To:

Municipality of Surrey, Lot 1 of the South West Quarter of
Section 32, Township 2, Map 3270, Municipality of Surrey,
District of New Westminster, Province of British Columbia.
Title #100659E

You have previously been advised that a sale of lands in rural districts was entered into between this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer have taken a considerable time. Negotiations were started in the early part of 1943 and were based upon valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year. This means that the 1943 revenues from the property were for the benefit of the purchasers, but that taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property - - - - - \$ 678.00

Add:

Unexpired insurance premium as at January 1st, 1943 - - - - - 678.00

Less:

Tax arrears to December 31st, 1942 - - - - - \$

Registration fee - - - - - 4.00

Encumbrance—Principal - - - - - 300.00

—Interest - - - - - 54.55 358.55

Net proceeds of sale - - - - - 319.45

This amount has been placed to your credit and a statement of your account is endorsed hereon showing the present balance on our books. A small amount for legal fees in connection with the conveyance to the Veterans' land will be charged later.

Yours truly,

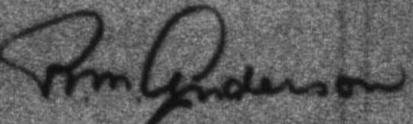
F. G. SHEARS,
Director.

CHATTELS BELONGING TO YASUI Sukegoro

Reg. No. #12567

Rossmak Rd., Surrey B.C.

1 "1925 Dodge Truck" (pick-up)

Signed. 

CHATTERS BELONGING TO YASUJI, Sukagoro

Reg. No. #A8667

358 Robson Rd., Surrey B.C.

Now stored at the Japanese Temple at NewWestminster.

1 Shrine,

1 Ctn of clothes,

1 Ctn. of personal effects.

signed. Wm Anderson

ABANDONMENT LIST

File No. 3889

October 6th, 1945.

RE: Sukegoro YASUI

The following articles were considered of no value
and were abandoned:

- Old range, burnt out
- Heater " "
- 1 Home made stool
- 6 Chairs (poor)
- 2 Brooder tops (unsold at auction)
- 3 Car rims
- 1 Car wheel
- 1 Gas drum
- Quantity of pickers trays ^
- Loose door
- Feed cutter — *Feed cutter, chicken feed, etc.* — ^
- 1 Old barrow
- 3 Cross cut saws
- 2 Home made bunks
- 1 Crock (broken)
- Quantity of paper books, etc.
- 1 Feed cutter
- 8 Metal troughs
- 2 Cartons of books
- 1 Table

E. J. Iverson
E. J. Iverson

WJI:LBM

EXHIBIT NO. 1363-9
DATE 7 June 1948
FILED BY P.W.G. Hunter

B63

The following chattels were sold by public
auction at Surrey, B.C. on May 2, 1941.

1. Books, French paper

\$ 12.50

Total

Above amount due:

Montgomery's Post & 1.25
0.25
2.50

\$ 22.50
0
2.50

Total amount Credited:

\$ 22.50

Amount of Commission Remitted: Mr. Tamm

Amount remitted from Auctioneer Inc Mat No. Surrey 12,

Amount remitted

NAME James A. Johnson

REGISTRATION NO. 14537

FILE NO. 500

The following chattels were sold by public
auction at the Rockland on May 25, 1974.

100% Cotton Bedding

100% Cotton Bedding

100% Cotton Bedding

100% Cotton Bedding and Drop Leaf Table

100% Cotton Bedding

100% Cotton

Covered Porch

100% Cotton

100% Cotton

100% Cotton

The following chattels were sold by public
auction at _____ on May 25, 1944.

Bought Forward

\$104.00
100%
100%
100%

2000.00
Amusement Park \$11.65
Golf Club
100%
100%

\$115.25

\$10.00

\$1.50

2000 Proceeds from lot:

Members of Custodian Staff Present. Mr. Carlson
Indicated from Auctioneering List No. Survey 5.
100%.

SEARCHED INDEXED

FILED MAR 1 1968

The following chattels were sold by public
auction at the Central Building, B.C., on Mar 11, 1968.

Chattels to be sold - *Extracted from file No. 1*

July 2, 1966.

1966

SEARCHED

INDEXED

Item 1

Item No. 07

002

0-10

0-10

0-10

\$ 0.75

\$ 0.25

\$ 0.25

\$ 0.25

\$ 0.25

\$ 0.25

\$ 0.25

\$ 0.25

\$ 0.25

\$ 0.25

\$ 0.25

\$ 0.25

\$ 0.25

\$ 0.25

\$ 0.25

Chattels to be sold - *Extracted from file No. 1*

Mr. Kavanagh

New Testament 12.

3889.

April 1st, 1949.

Mr. Sukegawa YASUI,
Registration No. 12567,
921 Cathedral Street,
Montreal, Quebec.

Dear Sir:

Personal goods now in Custodian storage include
one small Shrine listed in the name of S. Yasui.

If this item belongs to you and you wish to receive
it, please inform the Custodian on or before the 15th day of
May, 1949, giving your full name and address for shipment.

Failing to hear from you by the above date, the
Custodian will assume that you have no interest in this item
and will dispose of it at his discretion.

In addition to the goods listed as belonging to
yourself and others, there are various unidentified shrines,
photographs and other articles, which will be abandoned as of no
value unless evidence of ownership is submitted to the Custodian
on or before the 30th day of June, 1949.

We enclose a stamped, addressed envelope for your
reply.

Yours truly,

W. J. Johnston,
Office of the Custodian.

WJJ/P.
Encl.

3889

May 31st, 1949.

Mr. Saburo YASUI,
Reg. No. 12557,
921 Cathedral St.,
Montreal, P. Q.

Dear Sir:

We are in receipt of your letter of April 9th, 1949, and in reply wish to advise that on May 31st, 1949, we shipped to you prepaid, via Canadian Pacific Express, 1 small shrine which was in our storage.

When said parcel is received by you, please acknowledge receipt of same for our records.

In the event that this shrine does not belong to you, please communicate with this office by mail as the Custodian is closing out his storage warehouse in New Westminster. It may be that you will find some means of identification on examination of same and in that case we should be advised in your letter. You might also advise us at the same time whether this shrine is of little or no value and would not justify further shipping charges.

Yours truly,

WJJ/jm

W. J. Johnston,
Office of the Custodian.

IN 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.

Amended

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

- (1) NAME YASUZU Shigeo.
 (Print) Name _____ Given Name _____
 (RCMP) Reg. No. 12867.
- (2) Pre-Evacuation Address 295 Rockbank Rd., R.R. # 4, NEW WESTMINSTER, B.C.
- (3) Present Address 221 Cathedral Street, MONTREAL, P.Q.
- (4) REAL ESTATE
- (a) Street Address (if any) _____
 City or Municipality _____ Province _____
- (b) Legal description (lot number, block number, section number, etc.) in the Province of British Columbia and District of NEW WESTMINSTER and more particularly described as Lot One (1) in the South West Quarter of Section Thirty-two (32) of Township (2) as shown upon a plan of subdivision of the South half of said Section 32, the north west, south east and south west quarters of section Twenty-nine (29) and the north half of section Twenty of said Township.
- (c) Type of Real Property (cross out words which do not apply):
 (i) Land FARM.
 (ii) Buildings _____
 (iii) Business _____
 (iv) All other 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 - - - - - \$ 2,105.00
 (ii) Buildings - - - - - \$ 3,555.00
 (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) - - - - - \$ 5,660.00
 (v) Amount at which Custodian sold property and credited your account - - - - - \$ 575.00
 (f) Loss (This figure is arrived at by deducting item (v) from item (iv)) - - - - - \$ 4,927.00
- 5660 -
4172 -
- (5) PERSONAL PROPERTY
- (a) Place or places at which property was left by the claimant at date of evacuation 20 Acres, as described above, 4 (b).
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.) House, Chicken houses Garage, Barn Well shed Bathhouse Brooder house, packing houses.
- (c) How stored or packed at time of evacuation Everything packed and stored in the premises.

REASONABLE TIME OUT BEFORE REASONS FOR THIS DEATH.
TO THE HONOURABLE VANDOUREN, H.C. MEMBER OF PARLIAMENT, M.P., IF YOU CAN NOT HAVE IT
MAILED BY AIR MAIL TO THE COMMISSIONER OF THE ATTORNEY GENERAL OF THE CUSTODIAN
N.B.—THIS FORM MUST BE COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE

A Commissioner

A.D. 1948

This day of July,
In the year 1948, at Vancouver,
Do Solemnly Declare in the presence of the Commissioner that it

is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act,
and before me I make this solemn declaration concerning the facts to the best of my knowledge, information
and belief set out in the form above is true and correct to the best of my knowledge, information

DO SOLEMNLY DECLARATE THAT

In the presence of the Commissioner

of

To wit:

et

DOMINION OF CANADA

N.H.—This Declaration must be sworn before a Commissioner, Notary Public or other Person authorized to
take depositions. All lawyers are qualified to do so.

- (a) Place at which claimant prefers to be heard
Montreal, P.Q.
Moore J.W., William, Toronto, Ontario
(Vancouver, Kamloops, Nelson, Lethbridge,
at the hearing? Yes or No. No.)
(b) Do you require the services of an interpreter
Harding Yacht. Will be interpreter
and 6(e) - - - - - \$4,227.00 plus \$2,925.00 = \$7,152.00
(c) Total claim including real and personal property (this figure can be attested at any subsequent time if (d)
and all other forms of property not included in real estate.
and attach it to this form. The term "personal property" includes shares, bonds, mortgages, loans, notes
and cannot list all the items here prepared a separate list with values set out opposite each item
TOTAL CLAIM FOR PROPERTY LOSS \$2,925.00

Item	Description	Estimated Value
1.	Studebaker Sedan, Gone 24000 miles fully equipped	\$1,200.00
2.	Sawyer, scales, cutter, stamp puller,	Estimated Value
3.	Shovels, hoes, rakes forks, all outdoor equipment	750.00
4.	Furniture, glassware, chinaware, kitchen	Estimated Value
5.	Utensils, stoves hot plates etc.	150.00
6.	Clothes from the same	Estimated Value
7.		Estimated Value
8.		Estimated Value
9.		Estimated Value
10.		Estimated Value

- (e) Itemized description of personal property which is the subject of the claim:

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

3889

TO: THE COMMISSIONER,
OFFICE OF THE CUSTODIAN,
ROYAL BANK BUILDING,
VANCOUVER, B.C.

LASTIL, BULGORE.

REG. 12567.

PRESENT ADDRESS. 951 CATHEDRAL STREET, MONTREAL, P.Q.

FAITH PROPERTY.

STATE OF FAITH. 20A. Small fruits and Poultry.

LAND AND BUILDINGS APPROVALS.....\$5,605.00

(a). PERSONAL.

ANIMALS, sprayer, scales, cutter, equipment \$1,950.00

ANIMALS, fixtures, around house.....\$1,000.00

(b). VEHICLE\$1,000.00

Also loan in Revenue, due to evacuation, 1942:

to Lethbridge, \$3,000.00 yearly, 4 PERSONS.....\$12,000.00

Paid PAID.

PAID my families way from Lethbridge, Alberta, to Kingston, Ontario. Due to not able to make sufficient on the beets we had to make head way east to all be employed.

This can be directly attributed to evacuation.

Leth. Alta to Kingston, Ont. ticket and freight \$250.28

Other business due to evacuation.....\$1,000.00

Personal Loss due to Cancellations, Abandonment or

Insurance Policies. 3 Policies.....\$5,000.00

(c). AMOUNT Received from the Custodian as relief.....\$1042.00

Comment on the amount received from the Custodian.

We were unable to make our living on the beets, as our record shows in Alberta. We were forced to receive the money from the Custodian. The relief manager will not grant us any sum of money as long as we had credit in the office at Vancouver. We got relief for 2 months and they took it away from the credit at the Vancouver office. That is the way we had to get help to cover our expenses, cause unable to make enough on the beets. That is were the payment from the Custodian comes in. Needing help, unable to get relief from the B.C. Security Commission at Lethbridge, Alberta.

THE FIGURES HAVE BEEN CLEARLY RE-COPIED ON THE NEXT SHEET.

RECEIVED MARCH 2.

3489

TO: THE COMMISSIONER,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B. C.

XASUL, SURGEON.

Reg. 12567.

Present Address. 921 Cathedral Street, MONTREAL, P. O.

LAND AND BUILDINGS IMPROVEMENTS.....		\$ 5,605.00
(a)	Automobile, sprayer, etc.,	\$ 1,950.00
	Furniture, fixtures, etc.,	150.00
(b)	Crops, from farm,	375.00
	Loss of Revenue 1942-43,	13500.00
	Train ticket and freight; (Leth., Alta., to Kingston,	258.28
	Travelling necessity,	
	Other expenses due to evacuation.....	95.50
	Cancellations, Abandonment of Insurance Policies, 3 policies.....	\$ 3,000.00
<hr/> TOTAL.....		<hr/> \$23,531.78

Amount received from the office of the Custodian. \$ 1,042.00

BALANCE.....	<hr/>	
	Net.....	<hr/> \$ 24,489.78.

~~SECRET~~

IN THE MATTER OF THE "TERMINATION ACT"
~~THE CANADIAN FEDERATION OF CANADA 1947, SECTION 52.~~

~~THE CANADIAN PROPERTY AND CASUALTY INSURANCE~~

~~REPORT~~

~~(TO THE ATTORNEY IN CHIEF, M.L.A., B.C., VANCOUVER).~~

20

Montreal, P.Q.,

June 7th, 1948.

~~IN THE MATTER OF THE DEATH OF~~

~~JOHN D. STANNARD~~

~~PROSECUTION AT TRIAL.~~

21 ~~APPEARANCES:~~

J.W.G. MORRIS, Esq.,

Appearing for the
Dominion Government.

ROGER DODD, Esq., L.C.,

Appearing for the
Claimant.

A. WILSON, Esq.,

Secretary.

D.F. STANNARD, Esq.,

Official Interpreter.

A.G. VERNON, Esq., L.C.,

Official Reporter.

22

Mr. Justice
The Clerk
Mr. Commissioner

THE ATTORNEY: There are two claims in this matter, my Lord. One is for \$4,527.00 and the other is the compensation.

THE COMPENSATION: One is for \$4,527.00 and the other is for \$2,575.00.

What is the situation here?

THE ATTORNEY: In the first matter, my Lord,

THE COMPENSATION: The Secretary directed my attention to

the fact that two claims have been filed, one of which is for \$19,000.00 odd for chattels, apparently.

MR. O'LEARY: That one was abandoned by the second one.

THE ATTORNEY: I take it you desire to substitute the

claim filed November 18th, the one above on February 10th, 1900. Is that correct?

THE COMPENSATION: Yes, my Lord.

THE ATTORNEY: We can take it that the claim filed on November 18th is abandoned and the other substituted.

MR. O'LEARY: And the one on February 10 will have to be

THE ATTORNEY: You say it will have to be amended.

MR. O'LEARY: Yes, my Lord.

THE COMPENSATION: Very good. What are your amendments?

MR. O'LEARY: Real property, the land and buildings, an

amount to a total of \$5,660.00 instead of \$5,605.00,

gold property \$55.00, less amount at which Plaintiff has

\$1,000.00 instead of \$4,527.00; that is, for personal

property the claim No. 6 in paragraph (c) except that

the sum is out, the sum of \$875.00, being thereby

General
Dissolution
Court

RECORDED.

The total amount for personal chattels being \$12,400.00 from which must be deducted an amount of \$674.50, the amount of which chattels were sold by Gosselin, leaving a net balance of \$11,725.50; the total claim for real estate and personal chattels is \$6,407.10 instead of \$7,502.00.

148

STATEMENT OF THE CHIEF CLERK, THE ATTORNEY GENERAL, THE DEPUTY ATTORNEY GENERAL AND THE ATTORNEY GENERAL THROUGH DIRECT EXAMINATION BY MR. O'NEILL:

Q You are the claimant in this matter?

A Yes.

Q Would you take computation of real estate claim for a balance of \$4,702.00, identify your signature and the claim and file the same as Exhibit 17?

A Yes.

COMPUTATION OF REAL ESTATE - PINE LAND,
PARISH OF ST. VINCENT NO. 17.

Q Would you take computation of personal chattels claim bearing your signature in the sum of \$1,425.10, identify your signature, the claim and the inventory attached thereto, and file same as Exhibit 27?

A Yes.

COMPUTATION OF PERSONAL CHATTELS - INVENTORY
OF PERSONAL CHATTELS, PARISH OF ST. VINCENT NO. 2.

Q Now, I understand the true name of George Tracy is familiar with the English language and that you would like him to testify on your behalf?

A No.

Q MR. O'NEILL: Are there any questions you would like to put

Mr. Gandy
Commissioner
of Agriculture
in Charge.

To this witness, Mr. Hunter?

MR. HUNTER: None.

MR. GANDY: I would ask my friend to tender the U.S.D.A. statement on Exhibit 3.

MR. HUNTER: I tender the U.S.D.A. report on Exhibit 3.
(U.S.D.A. REPORT MARKED EXHIBIT NO. 3).

(Witnesses leave.)

MR. GANDY: YARD, a witness called on behalf of the Plaintiff herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. GANDY:

Q - Mr. Yardi, I take it that you are familiar with your master's claim? A: Yes.

Q - Do you subscribe to the claim as already filed on Exhibits 1 and 2? A: Yes.

Q - Will you take communication of a letter addressed to your master on 18 August 8th, 1942, signed by Mr. Harrington, manager of the Farm Department, Department of the Secretary of State, and file this letter as Exhibit 3? A: Yes.

In this letter it is said:

"We have already advised you that we sold the heavy crop on your farm for \$300.00 to Mrs. A.S. Bell.

"Now that the crop is picked and a full accounting of the proceeds has been filled with us, it appears that \$300.00 was too much to have charged. A more equitable price, in our opinion, would be \$150.00, as this is what the crop would have realized on a 50% unit basis.

Mr. Justice
The Plaintiff

"Mrs. Bell has taken the very best care of both the land and all your cattle, and wishes to continue to have Mrs. Bell continue as manager, never losing all the farm land she has. We also request that you cause to be paid to Mrs. Bell as \$250.00."

THE DEFENDANT: What is the purpose in filing this
MR. O'NEILL: So as because I want to show the statement
did not consent to enter return.

Q. THE DEFENDANT: Have I jurisdiction to entertain a
claim of this description?

MR. O'NEILL: Well, it might not be part and parcel of the original claim in their but it seems to me that in order to establish a proper atmosphere surrounding this particular claim, we should be permitted to show that the statement was prevailed upon over to reduce the amount he was supposed to receive, the original amount of \$300.00, having been reduced to \$150.00.

THE DEFENDANT: The statement's father asked for the reduction.

MR. O'NEILL: He did not.

Q. Do you know whether your father answered the communication asking for the reduction of \$300.00?
A. No, he did not answer.

Q. My next. A. It was not a fair amount.

Q. A fair amount? A. Yes.

Q. That reduction of \$150.00?

A. Yes.

(JUDGMENT, GUARDIAN DECLINANT, AUG. 8, 1912,
MATERIAL EXHIBIT NO. 4).

MR. QUINN: Will my friend tender the R.C.M.P. report on
to witness No. 16 of a 1928 Standard sedan, no
number 57?

MR. QUINN: I tender the R.C.M.P. vehicle report as
Exhibit 5.

(R.C.M.P. REPORT OF WITNESS NO. 5).

MR. QUINN: Q. Would you take approximately 30 pictures
when on May 7th, 1945, and any whether or not you
can identify the property represented by that
picture?
A. Yes.

Q. What property is that? A. That is our
home.

Q. Your own property? A. Yes.

Q. Does anyone in your family live there or are there any
occupants? A. There are
occupants.

Q. After taking this photograph as Exhibit 6, do we
call you?

(EXHIBIT 6: STANDARD 1928 SEDAN, NUMBER
EXHIBIT NO. 5).

Q. When you tell the Landlord what are the
differences you call?

A. Well, there is a fence on the front of the building.

MR. QUINN: I cannot hear you.

MR. QUINN: Q. Would you speak louder?

A. A sort of fence on the front of the building.

Q. What is that? A. A fence.

Q. Would you speak louder? A. Yes.

MR. QUINN: Q. Is it a fence? A. Yes.

Q. MR. QUINN: Q. And then?

Q. MR. QUINN: What was the difference?

THE COMMISIIONER: We saw there is a fence in front of the building which was not there before.

MR. WILSON: No. I do not see a fence here, but there was one. The picture is not very clear on the side----

MR. CUNNINGHAM: the left hand side?

A: There is a fence there in berries and it appears to me there are a lot of weeds.

Q: Would you say in the whole that the property was in a different position when you left it from what is appears on that photograph?

A: Yes.

Q: Was it in a better or worse condition?

A: It looks to me as if it has more weeds. It appears to me that to have been taken care of.

Q: Does it appear to you as having been taken care of the way your family have taken care of it before you left?

A: No. It has not been taken care of.

Q: As regards the earliest report of the R.C.M.P., what do you have to say about the condition of the building when before you left and at the time you were evacuated?

A: At the time of evacuation it was in very good condition.

Q: Had it been repaired recently?

A: Yes.

Q: Where? At Royal City Motors.

Q: What kind of repairs had been undergone there?

A: General clean-up.

Q: THE COMMISIIONER: Is a general cleaning?

M. Tamm
In Gitter

A. This is general question.

Q. What is it like about?

A. 625.00.

Q. Have you a receipt? As You, sir.

A. You have a receipt? As You. What
receipt I paid on the day of departure.

Q. Do you now tendering an Exhibit No. 7 a receipt
from Royal City Motors Limited, dated New Westminster,
British Columbia, March 9, 1936. For the sum of
\$625.00 in payment of your account. By this receipt,
I referred to the amount of the payment of the amount
you just mentioned?

A. Yes.

Q. More or less of a general character?

A. Yes.

(Signed: ROYAL CITY MOTORS LTD., NAME),
Date: MARCH NINETEEN NO. 7).

Q. What kind of vehicle was there in this subject to
the best of your knowledge?

A. It was condition is what?

A. Yes.

As It was in good condition.

Q. About the sale of the car, do you have any information
to tender as to the sale for \$625.00 to your next
door neighbour?

A. A friend had showed me that my car was sold to the
next door neighbour.

Q. Did you continue to the sale of that car? Did you
give your consent? As No.

Q. Did you protest the sale of the car?

A. They sold it of their own accord.

Q. Perfect?

As They sold it of their own

Mr. George
H. Davis,
Administrator.

Answer.

- Q. On their own account? As You.
- Q. I am.

That is all of your witness.

Mr. DOWD: At the auction that my son, the the real property was sold for its fair market value.

It is submitted that the vehicle was sold for the fair market value.

It is submitted that chattels sold were sold for their fair market values.

It is submitted that either sale for chattels not sold are legitimate.

I would tender the analysis of personnel, especially with the State of Florida.

ANSWER OF DEFENDANT, ROBERT CRAVEN, JR.,
REG. NO. 4).

In response to the advertisement for the vehicle an offer was received on July 26 from Howell, Holloman Company, Inc. for \$250.00. This was rejected.

A telephone message from L. T. Whitcomb for \$100.00. This was rejected.

An offer was received from Leo F. Murphy for \$200.00. This was rejected.

An offer of July 26, 1942 was received from R. P. Johnson for \$500.00. This was rejected.

An offer of July 26, 1942, was received from G. H. Johnson for \$500.00. This was rejected.

An offer of July 26, 1942, from W. Hodges for

Mr. Justice
McGinnis

\$500.00. This was rejected.

An order was received from Charles R. Yates for \$375.00. This was rejected.

An order was received from Southern Motor Company Limited for \$100.00. This was accepted.

An order was received from Ray L. Miller of Miller Motor for \$300.00. This was rejected.

An order was received on July 24, 1942, from William Garren for \$300.00. This was rejected.

18 An order was received on July 24, 1942, from Paul Marshall. This was accepted. It amounts to \$100.00 of the 15th Contract, 1942. The original estimated value was \$750.00.

I have not had time to make a proper analysis of the personal property claim, as your Lordship will appreciate that this is the first detailed claim we have had. The analysis as filed is based upon the inventory as taken and consequently I am not in a position to accept or reject James Friend's statement that the Contractor received \$675.00, although it would appear clear to me that none was received. As your Lordship will have seen there was \$500.00 short paid to the vehicle and it would appear to me that considerably more than \$675.00 was paid you.

MR. JUSTICE O'NEIL: Yes. I will show the analysis.

MR. JUSTICE G.: am being apparently incomplete and some information is to be furnished when available in Vancouver.

MR. JUSTICE O'NEIL: Yes, my Lord. It will have to be submitted.

39 MR. CHAMBERS: Are you submitting it as an exhibit?

MR. JUSTICE: Is this how you put it?

MR. JUSTICE: Very well.

THE CHIEF WITNESS: Is he now called Mr. HANSON?

MR. JUSTICE: I think so. At this time I should like the Commissioner to submit a list of many articles, although I have not had time to see how many of them refer to items which are claimed. There are other things which are abandoned, considered of no value and abandoned. For which we claim to make. It will give counsel for the claimant an opportunity to know of our position, anyway.

I shall the certificate of abandonment by W.J. Hanson, dated October 6th, 1945, showing that a considerable number of items were considered of no value and abandoned.

(ABANDONMENT LIST, W.J. HANSON, OCT. 6, 1945,
BANDED PROPERTY NO. 9).

THE CHIEF WITNESS: Was there any money or these premises which provided for use of the shelter?

MR. JUSTICE: Q: MR. JUSTICE: I am not sure, my Lord. I will check that.

THE CHIEF WITNESS: Q: Did you or your Father rent the premises before you left? A: No.

Q: So that when you left the premises, they were vacant?

A: Yes, they were vacant. We handed them up and we handed the key over to the person authorized to set for the Custodian at the station at the time we departed.

MR. JUSTICE: According to the real property summary, it says the Custodian leased this land on December 10, 1942, to Harry Bell. --- was I am wrong? I should have said to Harry Bell. The lease provided for the

Mr. Young,
Commissioner.

one of several photographs and also for storage of
other property of the men. I presume the horses
would have been handed over to the Director of
the Tennessee Farm Act at the time of sale.

I wonder if I might have Exhibit 6, the photo-

graph, my Lord.

THE COMMISSIONER: Yes.

CROSS EXAMINATION BY MR. MURKIN:

Q. Mr. Young, when you identified this photograph you
said, "This was our property", if I remember rightly.
Did you mean that this was your home?

A. That was our home. That is the northeast corner.
Our lot starts there. This photograph shows the
northeast corner, the house and the yard around
the house.

Q. And the yard to the left which looks like a yard—
but, what is that? As that is part
of the house.

Q. What do you call that, that little house-like part?

A. At the time of demolition I think mostly the old
cabin, the porch, what we did with most of the
things they owned in that corner of the building.

Q. And where was the entrance to the house — at the
far end of the building?

A. Not on the main end.

Q. Where is that? As that is the
west.

Q. Is the entrance shown on this photograph?

D. A. No, it is not.

Mr. YARDIE
Commissioner
Dominion Bureau

- Q The photograph does not show west, east, north or south?
A No. This is taken towards the north. The door will be on the west, on the left hand side.
- Q That is around on the other side of the far side of the house?
A Yes.
- MR. YARDIE That is all, my lord.

INTERVIEW BY MR. GORDON

- MR. GORDON Is there anything else you wish to say?
A How about the auction sale's sheets, I have received, you know the pink slips in respect of the auction sale.
Q You wish to make a statement concerning pink slips with respect to auction sale?
A Yes.
Q Would you like that statement to the Commissioner on behalf of your father?
A From the list I received from the Gaetodian I have not received the pink slips.
MR. YARDIE I presume he means yellow slips. There are no pink slips of which I know.
MR. GORDON In the letters it is stated the sale was made but I have not received the slips.
MR. GORDON They can be filed if the witness desires it.
They are here.
MR. GORDON Well then they will be available for his inspection here if he wishes to look at them.
MR. YARDIE The auction sheet is that what you meant?
MR. GORDON Yes.

Mr. Justice
Commonwealth
Commonwealth

MR. JUSTICE They are here, my lord.

THE COMMISSIONER I have just been examining the articles numbered shown on the analysis, Exhibit 6, and find that all of the articles therewith so numbered are covered in the certificates which have been filed as Exhibit 9.

MR. JUSTICE I am sorry, I did not get that.

THE COMMISSIONER Exhibit 6, the Captain's analysis, shows a considerable number of articles as having been abandoned. Exhibit 9 is the certificate in regard to abandonment and it includes all of the articles shown in the abandonment column on Exhibit 6.

MR. JUSTICE That would be me, my lord. There are items claimed for there which are not shown on the inventory.

THE COMMISSIONER I understand. That is all, Mr. Justice?

MR. JUSTICE Yes, my lord.

THE COMMISSIONER Is there any further examination?

MR. JUSTICE There probably would be but the witness is looking at the bundle of yellow sheets concerning station 10.

THE COMMISSIONER I do not know there is any evidence he can give in regard to the contents of the auction slips.

MR. JUSTICE Q. What did you wish to say about these slips?

A. Looking over them I do not see the stationery boxes mentioned. They were not purchased the year before.

Q. Is there anything else you see not mentioned?

H. H. Holmes
Holmes & Son.

A 350 strawberry casket at the time of exhumation,
350 jaw caskets.

MR. CHAPMAN: There is no description I can see in
Schedule B. Were the jaw caskets, or strawberry boxes
buried by you during 1942?

A I think they are mentioned.

MR. CHAPMAN: They are not my box.

MR. CHAPMAN: They are not declared according to
Schedule B.

MR. CHAPMAN: Q What his Leadership is asking you is
whether or not these were declared at the time you
were exhumed either by yourself or some else on
behalf of your client. These would be a J.P. Form
declaration box.

MR. CHAPMAN: Well you know or not I do not like bringing
the original.

MR. CHAPMAN: File the original. I have not a copy of it.

MR. CHAPMAN: Q Would you look at the J.P. Form signed by
your client, dated April 15, 1942, and file it as
Exhibit 10.

A A Yes.

(J.P. FORM DATED APRIL 15, 1942).

Q You notice that no detail is given.

A No.

Q Is it to your knowledge whether or not the strawberry
caskets and other items were mentioned to the coroner?

MR. CHAPMAN: What is the answer to that?

MR. CHAPMAN: He has not answered.

MR. CHAPMAN: We mentioned all the articles which were
believed to be lost at the time.

MR. C. DID you mention that verbally known there appears

Mr. Justice
McGOWAN, Jr.

We have been no list furnished to the Committee?

A We did not go into everything in detail — you know what I mean, every article. That was left to the State, all I could say is,

C Would you take at Exhibit 9, no document written considered of no value, take word of it and it will give your comments to his letter to the Committee? Or have you anything to say about that document?

A As this, it says "no value". It is stated in this list, I would say there is.

C You would say there was value in all of those articles?

A No.

MR. JUSTICE: Is there anything else you wish to say?

A That will be all.

C That will be all; thank you.

THE CHAIRMAN: All right; thank you, Mr. Tamm.

(Witnesses excused)

(PHOTOGRAPH ADMITTED AND FILED)

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

A. G. Veltz

"A. G. VELTZ, C.S.P."

OFFICIAL REPORTER.

DEFENCE BRIEF

Montreal, Que.
7 June 1948

Sukagoro YASUI

V.L.A.

File No. 3889

Case No. 1363 A

REAL PROPERTY CLAIM

1. Real Property Claim

\$5660.00 as amended

Appraised at

\$691.00

Sold for

\$678.00

Witness: R. W. Brown, Appraiser.

Ex. 1 - Real Estate Statement.

Ex. 3 - S.S.B. Appraisal

Ex. 4 - Letter Custodian to Claimant
8 Aug. 42.

Ex. 6 - Photo of farm house.

Trans. 11 - Claimant did not lease premises.

Note re Ex. 1 - Claims cost of clearing
4 acres - \$1600.00 — 400.00 acre —
Appraiser states (Ex. 3) "Reclamation
cost per acre 75.00 to 100.00 per acre."

Sold for fair market value.

PERSONAL PROPERTY CLAIMS

2. Motor Car Claim

\$1200.00

Appraised at

\$750.00

Sold for

\$650.00

Witness: Consolidated Motors, Appraisers.

Ex. 5 - R.C.M.P. receipt for car.

Ex. 7 - Receipt from Royal City Motors
dated 9 Mar. 42.

10 Tenders received, low \$250.00,
high \$650.00.

Sold for fair market value.

3. Chattel Claim

\$1131.00 as amended.

(a) Goods valued by claimant at \$905.00 Sold at Auction for \$129.50.

Witness: Trapp Motors Ltd., Auctioneers /
Carlsen, attended sale.

(b) Goods value \$15.50 Sold to tenant for \$7.50.

Sukeguro IABU
Case No. 1363

-2-

(c) Goods valued at \$11.50 Lost, destroyed or stolen.

Witness: W.J. Iverson.✓

(d) Goods valued at \$139.00 Undeclared and not found.

Witness: W. J. Iverson.✓

(e) Goods valued at \$60.00 Abandoned.

Witness: W.J. Iverson.✓

Ex. 2 - Particulars of personal
chattels and inventory of personal
chattels.

Ex. 8 - Claims Analysis (Incomplete).
Completed one now on file.

Ex. 9 - Abandonment list.

Ex. 10 - J.P. Form.

Submission: Chattels sold were sold for fair market value.
Claims made for chattels not sold are exorbitant.

RWM/mw

Name of Claimant

GUY, GUY

Case No.

Custodian File

209

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			Total
Sale Price	5% thereof	Sale Price	10% there- of	Charges 12.50	Sale Price	Total Award 20% of all Sale Price	Sale Price	Total Award 125% of all Sale Price	Sale Price	
						\$75.00	\$150.00	\$150.00	\$150.00	
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Broo. 23.5% of Sale Price	Other Sales 26.5% 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			
200.00		100.00								100.00
NETS										
Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Sale Price			
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges Sale Price	Ratio in % of Sale Price	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Appli- cation of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
370.00	185.00	50.00	20%	500.00		7.50				
TOTAL RECOMMENDATION										2004.00

3859
October 18th, 1950.

Mr. Georges LAGUERRE,
981 Cathedral St.,
Montreal, Que.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1363

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 ... \$1,534.58.

Cheque in your favour is enclosed for \$1,190.49
and we have paid the Co-Operative Committee ... \$ 344.09
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS/jm
1 encl.