

3945

COGHILAN

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: MIMURA, JitsutaroHOME ADDRESS: R.R. No. 1, Aldergrove, B.C.REGISTRATION NUMBER 11890 SEX: Male AGE: 55OCCUPATION: 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: MyselfMARRIED? YesNAME OF WIFE OR HUSBAND: ToshinoADDRESS OF WIFE OR HUSBAND: R.R. No. 1, Aldergrove, B.C.NAMES OF ANY LIVING CHILDREN: Ruth (F) Daniel (M)ADDRESS OF CHILDREN: R.R. No. 1, Aldergrove, B.C.AGE OF CHILDREN: 15 13

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

P. 1. LOCATION AND DESCRIPTION: Lot 3, SW quarter, Section 16, Township 13,
Map 5637, ten acres. District of Matsquit (100 acres)

2. BUILDINGS AND OTHER IMPROVEMENTS: Two-story dwelling house 26' x 23'
Chicken house 12' x 23'. Garage 20' x 17'. Packing shed 12' x 12'
Bath house 15' x 17'

3. INSURANCE (Give particulars; state where policies are) None4. TAXES (Amount and where payable) \$16.24 per year, payable at Matsquit.5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

\$480 owing Mr. Morikawa on the land. & This is a loan
MR YASUTARO MORIKAWA, HANEY, B.C.

6. OCCUPANCY AND LEASES (If vacant so state) Myself

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: at home.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN 2 acres strawberries, 30 logan berry plants
1 acre asparagus, 30 fruit trees

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1
2. LANDLORD'S NAME AND ADDRESS: Myself
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: See clause 9

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES,
EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS.
Household furniture, Singer sewing machine, carpets, ironing sets,
screen doors and windows, lamps and lanterns, laundry equipment,
china,ware, carpenter tools, electric appliances, in my house at
Aldergrove, B.C.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS 20 hens

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: 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) None
8. BANK ACCOUNTS: About \$10 Royal Bank Langley prairie, B.C.
9. LIFE INSURANCE: None
10. INTEREST IN ANY ESTATES OR TRUSTS: None
11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: \$480 owing on the land ^{Katsumi} Mr. Morikawa, Haney, B.C.

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)

T. P. Williams
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Oct 17/43

Our File No. 3945

Full Name HIMURA, Jintaro
(Surname in Block Letters)

Registration No. 11590

Male ☒ Female
(check)

Age Rel. 25, 1917

Former Address R.R. #1, Aldergrove, B.C.

Date Evacuated 30/5/42

Naturalized - Canadian-Born - National
(check)

Present Address

Sheppard & Jones, % H. Kessler
Edmonton City, Alta.
Feb/46.

Married - Single
(check)

Name of Wife

(see) Matsuo #11691

Name of Husband

Name of Mother

(see) Matsuo (see)

Name of Father

Samihai (see)

Names of Children under 16

Ruth Jan. 24/27 #16077
Samuel Tadashi Nov. 13/28

Requested by

J.M.

Registered with Custodian

(Yes or No)

Additional Information

Farmer. Owns 10 acres, house
and automobile at
above address.

REAL PROPERTY SUMMARY

File 3945

V.L.A. B.C. 377-P

JAPANESE NAME: Jitsutaro MIMURA - - Reg. No. 11890.

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

PROPERTY ADDRESS: La Fevre Road, Aldergrove, B. C.

LEGAL DESCRIPTION: Lot 3 of the West part of the South West quarter of Section 16 Township 13 Map 5637 Municipality of Matsqui, D.N.W.

TITLE: In the name of Thomas Jitsutaro MIMURA.

ENCUMBRANCE: Vesting in Custodian 25230, 19th December 1942.

ASSESSED VALUE: 1942 -
Land \$150.00
Improvements \$650.00 Total \$800.00 Taxes \$16.23.

CLASSIFICATION: Inspector reported June 24th, 1942, acreage of 10.016 acres of which $5\frac{1}{2}$ acres were cleared and the remainder in bush, with $1\frac{1}{2}$ acres strawberries, 1 acre asparagus, and about 30 small fruit trees. House $1\frac{1}{2}$ storey frame 24 x 36, 4 rooms in fair condition, packing shed, garage and chicken house. Property occupied on date of inspection by Michael GEISLER.

HISTORY OF ADMINISTRATION: Lease dated the 29th April 1942, from Jitsutaro MIMURA to Michael GEISLER for a period of 9 months from the 1st May 1942 for \$375.00 paid to MIMURA. This lease was extended by collateral agreement given by the Custodian to the 30th September 1943 for \$75.00. GEISLER gave notice on the 15th June 1943 that he would vacate the property by the end of July 1943. GEISLER paid this rental of \$75.00 by paying \$11.00 direct and \$64.00 to the Pacific Co-operative Union. These amounts are allowed to The Director The Veterans' Land Act as accrued rental.

Mr. MIMURA reported in his declaration to the Custodian that he was indebted to Yasutaro MORIKAWA in the amount of \$480.00 owing on the land purchased by him and subsequently stated that this was \$350.00 principal and \$130.00 interest. Mr. MORIKAWA reported in his declaration that Mr. MIMURA was indebted to him but did not name any amount. By correspondence, the amount owing was finally fixed at \$480.00. Mr. Morikawa's son, Katsumi Morikawa agreeing on the 2nd January 1945, to accept this amount in settlement of the balance due and asked that a cheque for that amount be sent to him, which was done on the 8th January 1945.

SOLD: To The Director The Veterans' Land Act for \$642.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FIRE INSURANCE SUMMARY.

File No. 3943

Ret Jitsuro MIMURA

Reg. No. 11890.

No Fire Insurance appears on this file.

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

J. H. Chapman

DATED March 7th, 1946.

LMKL

LIABILITY SUMMARY.

File No. 3945

Re: Jitenaro MINURA

Reg. No. 11290.

A claim of \$37.58 was filed on the 29th December 1944 by the Pacific Co-operative Union, which claim was denied by Mr. MINURA. As the Co-operative Union would not admit that the claim had been settled, Mr. MINURA was notified on the 13th February 1945 that the Custodian had been unable to settle this claim and would take no further action.

Mr. MINURA, on the 14th December 1944, reported that Miss Eva B. TOMB of Mission City was indebted to him in the amount of \$65.00. The Custodian was unable to get in touch with Miss TOMB by addressing a letter at her supposed address, Mission City, and on the 13th February 1945, so reported to Mr. MINURA. *afeloo*

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

Dallas

DATED March 6th, 1946.

LM:NL

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. 3945

MUNICIPALITY: Matsqui.

Date: June 24, 1942.

NAME: MIMURA, Jitsutaro.

REGISTRATION NO. 11890.

ADDRESS: La Fevre Rd., Aldergrove, B.C. $1\frac{1}{2}$ miles south of Trans Canada Highway.

PROPERTY:

ACREAGE: 10.016 $5\frac{1}{2}$ acres cleared, rest bush.

KIND OF CROPS: Straws. Asparagus. Fruit Trees.

APPROXIMATE ACREAGE OF EACH: $1\frac{1}{2}$. 1. 30 (approx) small.

HOUSE: $1\frac{1}{2}$ Storey. VACANT: OCCUPIED Yes.

DESCRIPTION Frame, shingled. ROOF: Shingle.

SIZE: 24 x 36. NO. OF ROOMS 4.

CONDITION: Fair.

OTHER BUILDINGS: Packing shed, garage chicken house.

NAME OF LESSEE OR RENTOR: Michael Geisler, of Chilliwack, B.C.

TERMS: \$375.00 for crop, from May 1, 1942, until Feb. 1943.
1943 terms are \$187.50 plus 1943 taxes and fire insurance premium.

WATER: Well. ON: OFF:

LIGHT: None. ON: OFF:

REMARKS:

INVENTORY OF CHATTELS LEFT ON PROPERTY

In house.

Kitchen range.

6 " chair.

" table.

" cabinet.

3 Beds.

Heater.

2 Linoleum rugs. (downstairs rooms)

Wardrobe.

2 Bookcases. (only 1 containing books)

Bureau.

Chest of drawers.

Small table.

Arm chair. (old)

Writing desk.

2 Bags Fertilizer.

Straw Trunk.

Wheelbarrow.

Platform scale.

Signed:

Marjory
H. Hogan

3945
11890

SOLDIER SETTLEMENT and VETERANS' LAND ACT

File No. BC/377-P

(JL-251)

Vancouver, B.C.

A.G. Duncan Crux, Esq.,
Randall Building,
535 West Georgia St.,
Vancouver, B. C.

MINAURA, Thomas, J. J. J. J.

Dear Sir:-

Re: Lot 3, of the W. part of the
S.W. 1/4, Sec. 16, Twp. 13, Map 5637,
MUNICIPALITY OF NATSQUI.

I beg to acknowledge receipt of Duplicate
Certificate of Title No. 172075-E of the New Westminster
Land Registry Office for the above parcel of land in the
name of The Director, The Veterans' Land Act.

Included in the Veterans' Land Act cheque
for \$ 6164.46, in favour of The Secretary of State,
forwarded to you and dated April 28, 1944 is the
amount of the purchase price in full of the above land
arrived at as follows:-

Purchase Price	- \$ 644.00 ✓
Loss arrears of taxes to January 1st, 1943,	- \$ --
Amount paid to Secretary of State	- \$ 644.00 ✓

Will you kindly acknowledge receipt of the
purchase price by signing the receipt on the duplicate hereof
and return it to me.

Yours truly,

T. Todrick
T. Todrick,
DISTRICT SOLICITOR

RECEIVED Cheque covering the purchase
price in full of the land above described.

Date

Solicitor for
The Secretary of State

Canada

**DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN**

JAPANESE EVACUATION SECTION

File No. 3945
Reg. No. 11879

506 Royal Bank Building,
Vancouver, B. C.

JUL 15 1944

Mr. Thomas Jitsutaro NIMURA,
c/o Hadford & Jensen,
Diamond City, Alberta.

Dear Sir:

Le Ferre Road, Aldergrove, B. C.

Re:

Lot J of the West part of the South West quarter
of Section 16, Twp. 13, Map 5637, Municipality of
Hatsqui, District of New Westminster

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	\$ 644.00
Add:	
Unexpired insurance premium as at January 1st, 1943	
Less:	
Tax arrears to December 31st, 1942	\$
Registration fee	3.00
Encumbrance—Principal	
—Interest	
Net proceeds of sale	\$ 641.00

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.

1963		
Jan. 1	Credit to Sale of Property	671.00
	Land Registry Office to C. E.	1.00
Apr. 26	Proceeds of Auction Sale	67.60
		<u>701.60</u>
		CR 700.60
	Debit	
	Credit	
	Balance	

ACRES	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
3.8	Level and sloping.	Sandy clay or silt loam 6" - 14"	Sand & Clay	Asparagus, straws, also spuds and beans, mostly good.	50.	160.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
.3	Sloping	Sdy. clay or silt lm. 6-14"	Sand & clay	Partly cleared, stumps	100.00	20.00
6.516	" & Rolling	" "	" "	Clearing of bush	150.00	10.00
Area Unavailable 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 \$ 231.16Total added by buildings to value of farm \$ 425.00Total fruit trees add to value of farm (for use in orchard districts only) \$ -Total value of farm \$ 656.16

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

In fair state of cultivation - rented to H.J. Geister for \$375.00.

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

Small fruits - poultry.

Noxious weeds:

Some thistles and couch grass.

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

Taxes - \$16.23 - Matsqui Municipality.

Date: June 10th, 1942.
Place: Abbotsford, B.C.I certify that the above report is based on a personal examination
of the whole farm made on the 9 day of June 1942.

Inspector's Signature

"R.W. BROWN"

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

FL-281 - T.J. MINURA

Farm Appraisal Report

Remarks:

Property is located on the LeFevre road about 1 1/2 miles South of the highway in a mixed farming district, but small fruits are also grown to some extent. The soil is a fairly good sandy or silt loam. The crops, asparagus and straws, etc. are in good shape and the farm appears to have been well looked after. There is a small area partly cleared, but the stumps have still to be removed. Clearing on the balance is quite heavy.

The house is in fair shape, although unfinished inside and the upstairs was boarded up, but indications are that it is also unfinished. There is some fencing on the North and West sides of lot, and water is obtained from a wood cribbed well 18-20' deep. Limited acreage with amount cleared and cultivated.

Electricity is not available at present.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

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

Present Value

Approximate acreage in small fruits, etc. \$

1.3 aces. straws \$

.8 " asparagus. \$

also 1.1 acres spuds, beans and garden. \$

Total \$

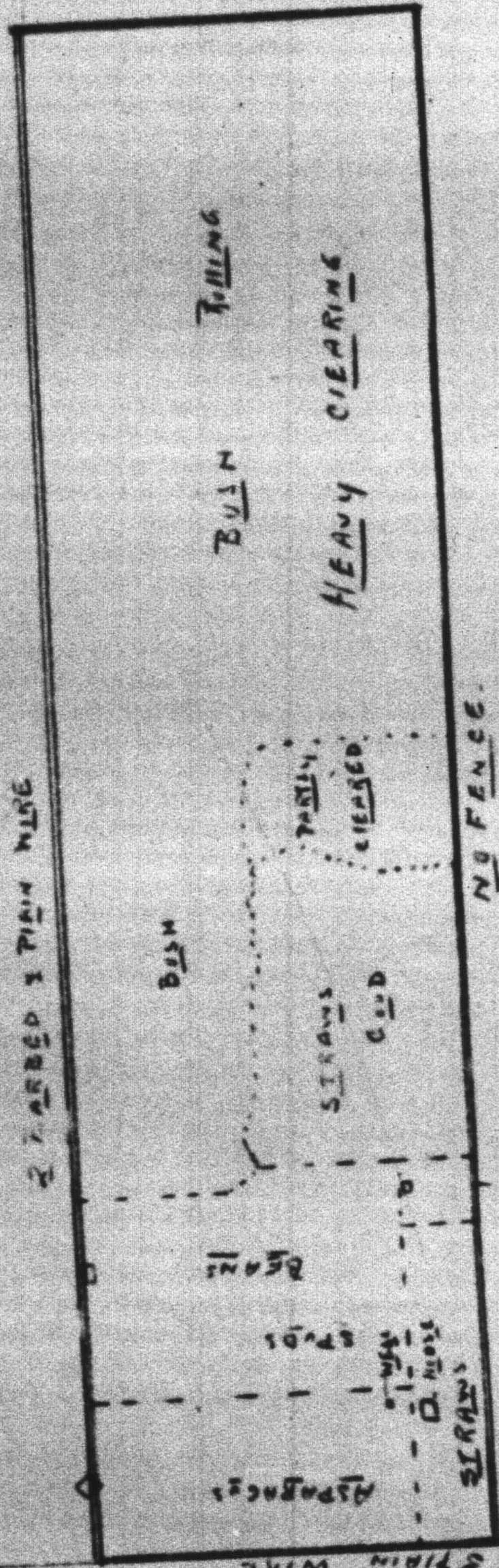
Amount fruit trees add to value of farm \$

Diagram of Property

SCALE 2 IN = 1'

N

FLORIDA



R.W. BROWN

K.M. RIKAWA

LOT 3, SW 1/4 Sec 16, T13, MAP 5637 - 10.016 AC

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

value is \$ 650.00

Date 13th June 19 42.

"I.T. BARNET"

District Superintendent.

This Agreement,

made in duplicate this Fifteenth Aug 5/48
day of March in the year of Our Lord one thousand nine hundred and forty thirty-eight
EXHIBIT NO. 535 - 3
FILED BY V.E. Hockley

BETWEEN

KATSUMI MORIKAWA

of the town of Haney, in the
province of British Columbia

Name,
Address, and
Occupation
of Parties

hereinafter called the "Vendor" of the one part

AND

THOMAS JITSUTARO NIMURA

of the town of Haney, in the province
of British Columbia, Farmer.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the "Matsqui" Municipality of Maple Ridge, province of British Columbia, known and described as Lot Three (3) of the West Part of South West-Quarter (S.W. $\frac{1}{4}$) of Section Sixteen (16) Township Thirteen (13) Map 5637. New Westminster District.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of SIX HUNDRED DOLLARS (\$600.00) Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of ONE DOLLAR (\$1.00) Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows: \$100.00 on the 15th day of March, 1939, \$100.00 on the 15th day of March, 1940, \$100.00 on the 15th day of March 1941, \$100.00 on the 15th day of March, 1942, \$100.00 on the 15th day of March, 1943 and \$100.00 on the 15th day of March, 1944.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of Six (6%) per cent. per annum, payable with each payment of
Principal

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOETH COVENANT, PROMISE AND AGREE to and with the Vendor that he will in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed. THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith. IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOETH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor. AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste. AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof. THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser. AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided. AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisions and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

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

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

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness: "Halbert Menzies"

"K. Morikawa"

Legal
Seal

Street Address: Naney, B.C.

"J. Mimura"

Legal
Seal

City: Notary Public

Occupation as to signature of K. Morikawa

FOR ATTORNEY

I Herby Certify that on the

day of

19

, in the Province of British Columbia

(whose identity has been proven by the evidence on oath

) who is personally known to me, appeared before me

of and acknowledged to me that he is the person who subscribed the name of

to the annexed instrument as the maker thereof, that the said

the maker thereof, and is still alive to the best of his belief, and that he, the said

knows the contents of the said Instrument and subscribed the name of the said

thereto voluntarily as the free act and deed of the said

under authority of a power of attorney which has not been revoked.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at

in the Province of British Columbia, this

of
nine hundred and

day
in the year of our Lord one thousand

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

NOTE.—Where the person making acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I Herby Certify that, on the

day of

19

, in the Province of British Columbia,

(whose identity has been proved by the evidence on

, who is) personally known to me,

oath of appeared before me and acknowledged to me that he is the

of

who subscribed his name to the annexed Instrument as

, and that he is the person

of the said

and affixed the seal of the

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to carry on business in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office,

at

British Columbia, this

day of

in the year of our Lord one thousand nine hundred and

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

NOTE.—Where the person making acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

AFFIDAVIT OF WITNESS

Province of British Columbia

To WIT:

I,

of

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.

2. The said instrument was executed at of the full age of twenty-one years.

3. I know the said part, and that

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

Sworn before me at

in the Province of British Columbia, this

day of

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

HAL MENZIES

HANLEY, B.C.

Lot 13, Map 5637
part of S.W. 1/4 Sec 16,

Vancouver, B.C.
Vancouver Business Limited, Law Printers and Stationers
Form No. 17

Agreement
FOR SALE OF LAND

Thomas Jitsutaro Mimura

AND

Katsumi Morikawa

Said March 15th 1938

FOR MAKER (INCLUDING MARRIED WOMEN)

I hereby certify that, on the sixteenth

day of

March

, 1938

(whose identity has been proved by the evidence as

, who is personally known to me, appeared

the person mentioned in the annexed instrument as

he has 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 Hanley in the Province of British Columbia,

this 16th day of March

in the year of our Lord one thousand nine hundred and thirty eight

H. Menzies

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.
NOTE:—Where the person making acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

I HEREBY CERTIFY THAT THE FOREGOING WORDS ARE A TRUE COPY OF THE
ORIGINAL WHEREOF THEY PURPORT TO BE A COPY.

September 11th 1948

DATE PAID

PRINCIPAL

INTEREST

PAID TO

3945

3296

OFFICE OF THE CUSTODIAN
JAPANESE SECTIONRECEIVED
MAY 8 1942I THOMAS J. MIMURA of Aldergrove, B.C.

Owner of property Lot three of the S.W. Quarter of Section sixteen
Township thirteen containing ten acres more or less
in the municipality
of Matsqui hereby agree to let the above de-

scribed lands to Michael Geisler for the sum of \$ 375.00 for 1942
and \$ 185.50 rent for each year after
giving him the right to carry on work immediately on my farm de-
scribed above.

This agreement is to protect both parties against the legal rights
of myself as owner of the said lands and the new occupant carrying
on to conserve the crop thereon and not to be construed as inter-
fering with the legal rights of the Custodian of Japanese property
if and when such property becomes his legal guardianship.

Time is the essence of this agreement.

T. J. Mimura

Witness:

A. S. Rankin

3943

Extract from Lease.

File #3296.

Lessor: Thomas J. MINURA.

Lessee: Michael GEISLER.

Date: 29th April, 1942.

Term: 9 months from 1st May, 1942, with option to extend lease for 1943 under arrangement with P.C.U.

Consideration: \$375.00, paid. Rental for 1943 to be \$187.50 plus taxes and fire insurance premium.

Property:

Land: Lot 3 of S.W. $\frac{1}{4}$ of Section 16 Township 13 containing 10 acres more or less, Municipality of Matsqui.

House: Included, also buildings.

Chattels: Livestock and farm implements.

*Extended by Collateral Agreement to Sept 30/43.
\$75 - payable Aug. 31/43.*

*Lease & Collateral Agreement handed
to S.S. & 26/7/43.*

Dept. of Soc. & Stats.

Dear Sir:

EVACUATION SECTION

Rec'd MAY 17 1943

File No.

Ans.

~~Referred~~ Re Key

Aldergrove May 14/1943

considers me as an applicant.
for lease for this year 1944 for this land "Mamua",
held by lease for 1943 by one W. J. Feisler as I understand
from Mr Feisler he will not consider renting another
year under any consideration as this land would
work much better with our present lease than
this land we now have by lease of Makamua place.

Yours very truly:

A. W. Hauer

Aldergrove
B.C.

3945

May 19, 1943.

Mr. H. N. Fraser,
Aldergrove, B. C.

Dear Sir:

Rei Jitenshiro NIMURA

Thank you for your letter of the 14th
of May regarding the above named Japanese pro-
perty.

Mr. Geisler's lease does not expire
until the 30th of September. I have however,
written him today for confirmation of the infor-
mation given by you so that in the event of his
relinquishing the property immediately the straw-
berry crop is harvested, we will be able to enter
into a discussion of renting to you.

Yours truly,

G. T. McKay,
Farm Department.

GTM/MPP

3945

May 25th, 1943.

Mr. Michael Geisler,
R. R. # 1,
Honey, B. C.

Dear Sir:

We have an application from a man to rent the Mimura property at Cloverdale for 1944. We understand further that it is not your intention to do any work on the place after the fruit crop has been harvested this season.

Since you are living at a considerable distance from the place and in fairness to the incoming tenant you should have no objection to notifying us immediately the strawberries have been taken off; or to simplify matters, if you will sign one copy of the statement printed at the bottom of this letter and return it to us we will be in a position to let the other man onto the place not later than July 31st.

Yours truly,

G. T. McKay,
Farm Department.

GTM/EM

When this year's crop is harvested I have no intention of doing any further work on the Mimura farm. You will, therefore, be at liberty to put another tenant on the place not later than the end of July.

SIGNED _____

3945

Aldergrove

June 1943

Dept Sec of State

Vancouver

Dear Sir:

EVACUATION SECTION	
Rec'd	JUN 17 1943
File No.	
Ans.	
Referred	Neckay

I am enclosing
a return secured from Mr. Fisher
on Manure Place and would
like to get a lease on above property
if satisfactory to your office.

Yours very truly.

A. W. Fraser

Aldergrove

P.S. If possible I like to have
lease for 1944 as soon as possible
as there has been no work done on
place of Fisher and is in need of
care if it to be in shape for 1944

A.W.F.

Aldergrove, B.C.

June 15-1943
(Date)

The District Superintendent,
Soldier Settlement of Canada,
Vancouver, B. C.

Dear Sir:

W. J. W. W.
Re: ~~Minor CRIDA Property~~
~~Lot "A", St. B. 16-18, Mar 1941~~

Please be advised that I do not wish to re-
new my lease of the above property and have
therefore no objection to other arrangements
being made, to take effect immediately, for the
lease and operation of the property.

Yours truly,

M. J. Guiser

3945

June 22, 1943.

Pacific Co-operative Union,
Mission City, R. C.

Dear Sirs:

Re: NIMURA, Jitsutaro.

Mr. W. Geisler executed a lease agreement providing for the payment on August 31st next, of \$75.00 for the Nimura property this year.

Mr. Geisler now wishes to vacate those premises and has entered into an agreement with Mr. H. H. Fraser to take them over. This Department agrees that Mr. Fraser may operate the lands for the next season, but we look to Mr. Geisler for the rental of \$75.00 due for 1943 and it is expected that the Custodian will be protected to that sum out of any produce that may be delivered in Geisler's name.

Yours truly,

G. T. McKay.
Farm Department.

OTM/MTT
cc. Mr. Geisler
Mr. W. B. Ure

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65: Plant 55
Matsqui, 5411

for file 3945

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.

June 23rd, 1943.

EVACUATION SECTION	
Rec'd	JUN 24 1943
File No.	
Ans.	
Referred	<i>McKay</i>

sent to McKay

Mr. G.T. McKay,
Farm Department,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Mr. McKay:

Your File No. 3945.
MIMURA, Jitsutaro

Your communication of June 22nd re the
payment of \$75.00 for rent on the Mimura property for
1942.

Will you kindly obtain from Mr. M. Giesler
of Haney an order on us instructing us to pay to the
Custodian \$75.00 from the returns of his crop.

Our rules and regulations do not permit the
payment of any money to anyone without signed instructions
by the individual grower affected.

We remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

J. B. Shimek
J. B. Shimek Gen. Mgr. *CK*

JBS/EK

2145

July 20, 1943.

Mr. Jitsutaro MIMURA,
Registration No. 11890,
c/o Messrs. Hadford & Jensen,
Diamond City, Alta.

Dear Sir:

Re: Fire Insurance

The property described as Lot 3 of S.E. 1/4 of Sec. 16,
Twp. 13, in the Municipality of Matsqui, is registered in your
name.

According to information on the J. P. Form, you were
not in the habit of carrying Fire Insurance to cover buildings on
this property.

When you made arrangements to lease the property to
Mr. Michael Geisler, you, among other things, required him to pay
the 1943 Fire Insurance premium so I take it that you do carry
Fire Insurance, contrary to the information supplied on the J. P.
Form as mentioned above.

Providing that you have a policy in your own pos-
session we would like you to send it here in order that we may
assist you in seeing that proper coverage is maintained on your
property. Should you not have the policy in your own possession
or should you have it and prefer to keep it, then please advise
us of the name of the company and the number of the policy and
the Agent's name through whom it was written, so that we may get
from them a copy for our files.

A reply by return mail would be greatly appreciated.

Yours truly,

S. M. Gibson,
Insurance Department

SMG:JS

Diamond City, Alta.,
August 5, 1943.

EVACUATION SECTION	
Rec'd	AUG 9 1943
File No.	
Ans.	
Referred	<i>Lithen</i>

Mr. S. M. Gibson,
Insurance Department.

Dear Sir:

I am in receipt of your letter regarding the fire insurance, dated July 20th.

No, we were not in the habit of carrying fire insurance to cover buildings on my property previous to our evacuation.

For assurance, before our evacuation, I tried to have a possession of insurance policy but there were no insurance company to insure any of our Japanese property.

In spite of the fact, I consulted the matter with Mr. Shimek, the manager of the Pacific Cooperative of Mission. He, then, said he will buy the policy for my property by another method.

I am sure Mr. Shimek has taken steps to this matter and took care of my policy.

Please inform Mr. Shimek regarding this information of my Fire Insurance.

Yours very truly,

J. G. Minnera

TJM/RM

File No. 3945

*NO Ins letter 7/20/43
see 13/43
[Signature]*

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65, Plant 55
Matsqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.
August 13th, 1943.

EVACUATION SECTION	
Rec'd	AUG 14 1943
File No.	
Ans.	<i>[Signature]</i>
Referred	<i>Gibson</i>

Mr. S. M. Gibson,
Insurance Department,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

Re: Mitsutaro Mimura - #3945

Replying to your letter of the 10th instant.

We wrote to Mr. Mimura and told him that we
do not insure any Japanese evacuated farm buildings.
We also advised him to contact you.

We remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

[Signature]

B. Shimek

Gen. Mgr.

JBS/EK

*Do not place
Tuned over to
Dir. Vet. Food Act*

CANADA

PROVINCE OF BRITISH COLUMBIA

TO WIT:

) In the matter of

) MUNICIPALITY OF MATSQUI, Lot 3 of the West part of the South

) West 1/4 of Section 16, Twp. 13, District of New Westminster.

I, Jitsutaro MINURA permanently residing at

..... Diamond City, ALBERTA formerly residing

at..... R. R. #1, ALDEN GROVE, B. C. is a person of Japanese

race registered with the Royal Canadian Mounted Police under number..... 11890

solemnly declare

1. That I am the person described as Thomas Jitsutaro MINURA

on Certificate of Title number 148735-E representing the lands above described.

And I make this solemn declaration conscientiously believing it to be true and knowing it to

be of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me at..... City of Lethbridge.....)

In the Province of..... Alberta.....) J. J. Minura

this..... 4th..... day of January..... A.D. 1945

A Notary Public in and for the Province

of Alberta.....)

My commission expires December 31, 1946

7365 & 3945

January 18, 1944.

Mr. Yasutaro MORIKAWA,
Registration No. 13991,
Taylor Lake,
Clinton, B. C.

Dear Sir: Re: Jitsutaro MIMURA.

Mr. Mimura has advised the Custodian that
he is indebted to you in the sum of \$480.00.

On your declaration, made May 1, 1942, you
stated that J. T. Mimura owed you money but you
did not give the amount, therefore, we ask that
you kindly let us know by return mail the exact
amount that Mimura owes you.

Yours truly,

R. D. Richardson,
Farm Department.

RDR/EG

*\$480.00 correct
M. Morikawa letter
25-1-44
File 7365
29-1-44*

COPY

247 Montrose Ave.,
Toronto, Ontario,
June 26, 1944.

Farm Dept.,
Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.

3945

Dear Sir:

File #7366

My father, Yasutaro Morikawa, recently moved from Taylor Lake, B.C., to King, Ontario, c/o Mr. John UMEHARA, wishes me to inform you that the following people borrowed and still owe him the amounts specified.

1. K. FURUSE, formerly of Port Hammond, B.C. on Jan. 2/42, \$400.00 at 6%.
2. Kasaku KUMAMOTO & Takaharu KUMAMOTO & Takayuki KUMAMOTO, formerly of Haney, B.C. on Dec. 6/41, \$350.00 at 6%.
3. Y. NAKATA, formerly of Port Hammond, B.C.
Sept. 3/41, \$100.00 at 6% & Dec. 2/41, \$50.00 at 6%.

The following people still owe me as specified:

- 3945
1. (T.J. Nimura) formerly of Aldergrove, B.C. from Feb. 21/42 \$480.00 at 6%.
Mrs. T. Nimura
 2. M. ORIDE, formerly of Aldergrove, B.C. from Feb. 21/42, \$250.00

✓ in father's file
7366

I would appreciate it very much if you would kindly inform me as to what has been done to the household goods, horse, farm implements, wagon, irrigation pump & etc. which were left on the farm.

Furthermore would it be in order to apply for the cash which is held there or the portion thereof?

Looking forward to hearing from you, and thanking you, I am,

Yours very sincerely,

(signed) "Katsumi MORIKAWA"

Reg. #13957.

ORIGINAL ON FILE #7366.

3945
7365

July 19th, 1944.

Mr. Jitsutaro MIMURA,
Registration No. 11890,
c/o Messrs. Hadford & Jensen,
Diamond City, Alta.

Dear Sir:

When you registered with the Custodian you reported that you owed Yasutaro MORIKAWA \$480.00. You showed it as follows:

"\$480.00 owing Mr. Morikawa on the land".

From this we are not sure whether you have given Mr. MORIKAWA a mortgage.

Mr. MORIKAWA's son, Katsumi, wrote to us on behalf of his father stating that you owed his father \$480.00 loaned on the 21st of February 1942 and bearing interest at 6% from that date. Please advise us if this is correct, and we want you to specially state whether it is a loan or a mortgage.

When replying to this letter we would like you to authorize us to settle this claim against you, as soon as we receive sufficient funds for your account.

Please give the matter of a reply to this letter your very early attention.

Yours truly,


AMCALISTER

A. McAlister,
Claims Department.

File 3945

C
O
P
Y

FOR FILE NO. 3945

c/o J. Umehara,
R. R. No. 3,
King, Ontario.
August 10th, 1944

Office of the Custodian,
Vancouver, B. C.

Dear Sir:

In regards to your letter dated July 19th, 1944
in which you refer to a sum of money (\$480) we gave Jitsutaro
Mimura, I wish to inform you that it was an ordinary loan at
6% interest.

Yours truly,

(Signed)

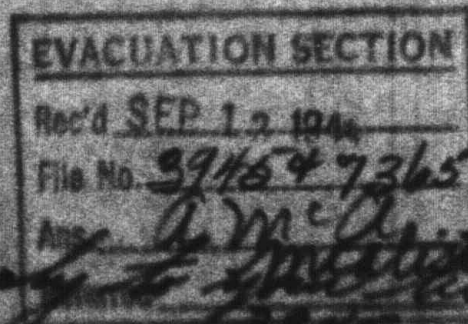
Y. MORIKAWA

ORIGINAL IN FILE 7365

Belhurst, Alta.,

Sept. 11/44.

R. McAlister, Claims Department,
Office of Custodian, Japanese Evacuation Section,
Vancouver, B.C.



Dear Sir;

This is a reply to your letter dated
July 19/44 file number 7365.

My debt to Mr. Morikawa is balance
payment of my land. At my last payment,
Mr. Morikawa made it a "loan" in order to forward
us the title for the land. Would you consider
this as a "loan"? I assure that this is not a "mortgage".

I must know where you got the balance
credit of \$700.60, which you mentioned in your
letter of August 30/44.

Please send your letter to Belhurst, Alta., in order
to "Speed Delivery".

Yours Very Truly,
J. J. Inimura

3945

December 8th, 1944

Mr. Jitsutaro MIMURA,
Registration No. 11890,
Coalhuret, Alta.

Dear Sir:

We wrote to you on the 15th of September, 1944 giving you the information you asked for in your letter of the 11th of September, 1944. In our letter of the 15th of September, we asked you to authorize us to settle the claim lodged against you by Yasutaro MORIKAWA. You have not yet replied to that letter and we now request you to give this matter your immediate attention.

Since writing you last the Pacific Co-Operative Union have lodged a claim against you of \$37.58, stated to be the outstanding balance of your account. When replying to this letter let us know if you agree with this last claim in order that we may settle it also from your funds in this office.

Yours truly,


AMcA:ND

A. McAlister,
Claims Department.

Coalhurst, Alberta,
December 14th, 1944.

Mr. A. McAlister
Claim Department
399/4007/33764
Vancouver B. C.

EVACUATION SECTION	
Rec'd DEC 19 1944	File No 3945
	Wm A
Referred	McAlister

Dear Sir:-

This is a reply to your letter of December 8th, 1944,
file number 3945.

I am sorry I can not agree to you to pay a claim made
by Pacific Co-operative Union against me for I do not know
anything about. Please find out the details and let me know,
+ and Mr. K. Morikawa's claim against me. I will pay him just
the original amount of \$350.00 and ~~\$250.00~~ of interests which
equals to \$480.00. I am sure he will be glad to accept. I
cannot pay any more because I lost several thousand dollars
instead of getting a cent income from that land since 1942.

I have an agreement made by the lawyer Mr. James M.
Campbell of Mission City at presence of witness Mr. M. M.
Fletcher of Mission City that a lessee of my land agreed
to pay me the sum \$375.00 for 1942 crop (which I recieved
already) and also agreed to pay me sum of \$197.50 and taxes
every year after 1942 as a rent of the land. So be sure to
collect two years rent.

I have another claim against a Chinese lady, Miss Eva
B. Toms of Mission City to whom I claim through the B. C.
Security Commission of Lethbridge Alberta as you already
know. Did you collected that for me? If not Please collect
it for sure also.

I cannot agree to your action of selling my land and
Houses for almost nothing and with out a word to me.
I paid \$600.00 land alone and I cleared about 4 acres, it
cost me about \$350.00 to clear an acre and for the house I
bought \$750.00 worth of lumbers beside labour and the well
you will never find such one around there.

Therefore I cannot agree.

Yours truly,
T. J. Mimura.

T. J. Mimura

3945

December 21st, 1944

Mr. Jitsutaro MIMURA,
Registration No. 11890,
Coelhurst, Alta.

Dear Sir:

We have for acknowledgment your letter of the 14th of December, 1944, and the contents have been duly noted. We have written to both the Pacific Co-Operative Union and Yasutaro MORIKAWA regarding their claims, and we will advise you what they say in due course.

You say in your letter that you have a claim against a Miss Eva B. Toms of Mission City, which you evidently lodged with the B. C. Security Commission. We have no knowledge of this claim and there is no record of it in your file. If you wish us to do anything about it, you will require to give us complete information about it.

Yours truly,

A. McAlister,
Claims Department.

AMcA:ND

7365
9945
7366

December 21st, 1944

Mr. Yasutaro MORIKAWA,
Registration No. 13991,
c/o J. Uehara,
R. R. No. 3,
King, Ontario.

Dear Sir:

re: Jitsutaro NIMURA #11890

With reference to your claim of \$480.00 against the above named. We wrote to him and he replied as follows:-

"Mr. K. Morikawa's claim against me. I will pay him just the original amount of \$350.00 and \$130.00 of interests which equals to \$480.00. I am sure he will be glad to accept. I cannot pay any more because I lost several thousand dollars instead of getting a cent income from that land since 1942."

Please advise us by return mail if you will accept \$480.00 in full settlement. If so, we will have this money transferred to your account.

Yours truly,

A. McAlister,
Claims Department.


AMcA:ND

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65, Plant 55
Matsqui 5411

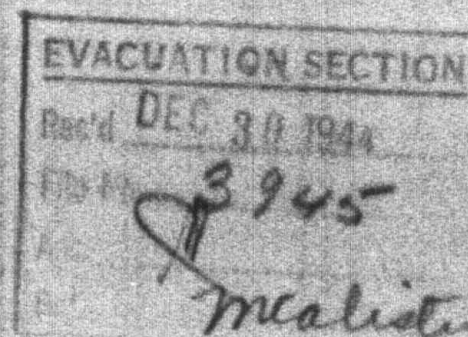
PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.

December 29th, 1944.

Mr. A. McAlister
Claims Department
Office of the Custodian
506 Royal Bank Building
Vancouver, B. C.



Dear Sir: Re: (T.J. Mimura, Aldergrove, B.C.)
Jitsutaro Mimura #11890

The Pacific Co-op. bought the above party's crop in the spring of 1942 and just a little later a cheque was given to him for \$48.65, supposedly for sundry goods which were left on the farm. When we rented this farm to a party by the name of M. J. Geisler we charged him with this amount but he claimed there were no such goods on the place.

In the fall of 1942 after the tenant had moved to Haney we sent a truck to the Mimura farm and picked up some old crates valued at \$11.07. This amount we credited Mimura's account and deducted from the \$48.65 we had charged back to him, which leaves a balance of \$37.58.

This cheque of \$48.65 was given to Mimura without us knowing if the sundry goods were there or not. He merely stated they were there and was given a cheque.

We certainly think that it was perfectly legitimate to charge Mimura back with these goods when they were not there. It is just Mimura's word against Geisler's, and in this particular case we believe Geisler's statement to be correct.

Trusting that you may be able to collect this small account for us, we remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per:

Geo. A. Reid, Office Manager.

Gold V. Kelly
GAR/as

Copy for file 3945.

365 Parkside Dr.,
Toronto.
January 2/45.

Mr. A. McAllister,
Office of the Custodian,
Vancouver, B. C.

Dear Sir:

File #7365, #3945.
Re: Jitsutaro Mimura #11890.

Your letter of December 21st/44 received with thanks.

In reply I would state that under the present circumstances I will accept \$480.00 as full payment which amount kindly send me by cheque at your convenience.

Thanking you, I am

Yours sincerely,

"Katsumi MORIKAWA"
Reg. #. 13957.

3945

January 3rd, 1945.

Mr. Jitsutaro MIMURA,
Registration No. 11890,
Conthurst, Alta.

Dear Sir:

re: Pacific Co-Operative Union

In further reply to your letter of the 14th of December, 1944, we have now heard from the Pacific Co-Operative Union and we are giving below an extract from their letter dated the 29th of December, 1944, which speaks for itself:-

Re: (T.J.Mimura, Aldergrove, B.C.)
Jitsutaro Mimura #11890

The Pacific Co-op. bought the above party's crop in the spring of 1942 and just a little later a cheque was given to him for \$48.65, supposedly for sundry goods which were left on the farm. When we rented this farm to a party by the name of H. J. Geisler we charged him with this amount but he claimed there were no such goods on the place.

In the fall of 1942 after the tenant had moved to Haney we sent a truck to the Mimura farm and picked up some old crates valued at \$11.07. This amount we credited Mimura's account and deducted from the \$48.65 we had charged back to him, which leaves a balance of \$37.58.

This cheque of \$48.65 was given to Mimura without us knowing if the sundry goods were there or not. He merely stated they were there and was given a cheque.

We certainly think that it was perfectly legitimate to charge Mimura back with these goods when they were not there."

Under the circumstances we would be glad to hear from you if these facts are correct. If so, we shall pay the claim from the funds at your credit in this office.

Yours truly,


AMCA:ND

A. McAllister,
Claims Department.

3943
7366

January 15th, 1945.

Mr. Jitsutaro MINURA,
Registration No. 11890,
Coalhurst, Alta.

Dear Sir:

re: Katsuni MORIKAWA #13957

Referring to your letter of the 14th of December, 1944 in which you stated that you would pay the above \$420.00 in full settlement of his claim against you. We wrote to MORIKAWA and he replied stating that he was prepared to accept this amount. We have now charged your account with this amount and this claim is now settled.

We shall be glad to hear from you in reply to our letter of the 3rd of January, 1945, dealing with the Pacific Co-Operative Union claim against you. This claim is the only claim now on file against you.

Yours truly,

AMeA:ND

A. McAllister,
Claims Department.

3945

February 13th, 1945.

Mr. Jitsutaro MIMURA,
Registration No. 11890,
Conthurst, Alta.

Dear Sir:

Replying to your letter of the 13th of January, 1945. We wish to advise you that as requested by you we wrote to Miss Eva B. Toms, Mission City, B. C.--this letter has now been returned to this office marked: "Not called for". Under the circumstances there is nothing more we can do to assist you.

With regard to the claim of \$37.58 lodged against you by the Pacific Co-Op. Union, we wrote to them telling them what you said in your letter under reply. We informed them that as there was considerable difference of opinion between you and them we did not propose to take any further action from this office, and we suggested if they wished to take any further steps the matter should be taken up with you direct.

Yours truly,

AMCA:ND

A. McAlister,
Claims Department.

Coalhurst, Alberta.
January 13th., 1945.

Mr. A. McAlister
Claim department
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	JAN 17 1945
File No.	3945
Ans.	
Referred	McAlister

Dear Sir:

I thank you for an answer to my letter about Pacific Co-operative Unions and a chinese woman.

I went to see B. C. Security Commissioner of here to find out about my claim against Eva B. Toms (a chinese woman) Sum \$65.25, which you mentioned in your letter "there is no such record" But MR. Russell formerly B. C. Security Commissioner of here sent my claim to you on Nov. 16th, 1942. so you must have a record. following is my claim against Eva B. Toms.

Tom mimura	Daniel Mimura	T.J. Mimura
54 hours	56½ hours	10 hours

Mrs. Mimura	Ruby Mimura	
41½ hours	77½ hours	Total 239½ hours
At 40¢ per hour		\$95.80
One wheel Borrow		\$2.00
wires		\$5.88
Paid in advance		\$37.55

Please locate her and collect.

\$65.25

A claim of Pacific Co-operative Union against me Sum \$37.58 is their mistake, because that a cheque of Sum \$48.85 is for my fertilizer and strawberries crates that left over from 1941 which I sold to them. Their field boss came and took it away by his truck one day and same day he checked those crates. And they priced it them self. So please find the record of the fertilizers and crates they bought from me. I am sure you find with out any difficult.

Yours very truly,

T. J. Mimura

Reg. No. 11890

Noted reply until we hear from Mrs. Toms

3945

January 18th, 1945

Pacific Co-Operative Union,
Mission City, B. C.

Dear Sirs:

re: (T.J. MIMURA, Aldergrove, B. C.)
Jitsutaro MIMURA #11890

Replying to yours of the 29th ultimo regarding the above.
We wrote to MIMURA conveying the information given by you in your letter
under reply and we have now received his reply, which reads as follows:-

"A claim of Pacific Co-operative Union against me sum \$37.58 is
their mistake, because that a cheque of sum \$48.65 is for my fertilizer and
strawberries crates that left over from 1941 which I sold to them. Their
field boss came and took it away by his truck one day and same day he
checked those crates, and they priced it them self. So please find the
record of the fertilizers and crates they bought from me. I am sure you
find with out any difficult."

As there seems to be a very considerable difference of opinion
about your claim, we regret we cannot do anything further to assist you and
suggest that you contact the above direct with a view to arriving at a settle-
ment.

MIMURA'S address is:-

Registration No. 11890,
Coalhurst, Alta.

Yours truly,


AMcA:ND

A. McAlister,
Claims Department.

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6181

PLEASE REFER TO

FILE NO. 3945

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

January 18th, 1945

Miss Eva B. Toms,
Mission City, B. C.

Dear Madam:

re: Jitsutaro MIMURA #11890

The above named has written to the Custodian asking this office to collect a claim of \$65.25 which he has lodged against you. He has supplied the following details showing how his claim has been made up:-

"Tom Mimura 54 hours	Daniel Mimura 56½ hours	T.J. Mimura 10 hours
Mrs. Mimura 41½ hours	Ruby Mimura 77½ hours	Total.. 239½ hours
at 40¢ per hour.....		\$95.80
One wheel Borrow.....		2.00
wires.....		5.00
		\$102.80
Paid in advance.....		37.55
Amount Owing....		\$ 65.25

If you agree that his claim is correct, please forward a cheque to this office at your earliest convenience. The cheque should be made payable to the "Office of the Custodian".

If you do not agree with this claim, please supply us with all the necessary information.

Please give the matter of a reply to this letter your immediate consideration.

Yours truly,

A. McAlister

A. McAlister,
Claims Department.

AMcA:ND

EVACUATION SECTION	
Rec'd	NOV 26 1947
File No.	1947
Ass.	
Refered	H. Allen

Diamond City, Alberta,
November 22, 1947.

Dept. of the Secretary of State,
Office of the Custodian.

Dear Sir:

This is to acknowledge the receipt of your cheque
no. 6075 for the sum of two hundred five dollars and
sixty cents (\$205.60), dated Nov. 14th, 1947.

Yours truly,

J. J. Munroe

ADDITIONAL CHATTELS BELONGING TO MINURA, Jitsutaro # 11890
of La Fosse Rd. Aldergrove B.C.

2 Screen doors nailed to house *N.M. N.Y.*
4 Window blinds in house
1 Wash tub in basement ✓
1 Kitchen table in house ✓

Robert
H. J. Logan

3945

July 16, 1942.

Mr. Jitsutaro MINURA, #11890
c/o Hadford & Jensen,
Diamond City, Alberta.

Dear Sir:

Re: Your Chattels, La Pavre Rd.
Aldergrove, B.C.

Enclosed please find list in duplicate of chattels which our agent found on your premises when he made an investigation at a recent date.

If this list correctly represents your goods which you left there upon your evacuation, please attach your signature where indicated and return marked copy to this office, keeping one for your own convenience.

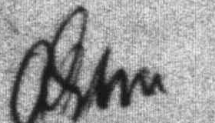
We note that certain articles declared by you to the Custodian on the 14th of April, were not found by our agent, namely:

1 sewing machine,
carpets,
ironing sets,
screen doors and windows,
lamps and lanterns,
laundry equipment,
chinaware,
carpenter tools, and
electrical appliances.

Please advise us concerning the disposition of these goods, stating whether they have been sold or left in the care of some other person, if so giving names and addresses in each case.

Your early attention to this matter is necessary in order that we may obtain confirmation from your tenant, Mr. M. Geisler.

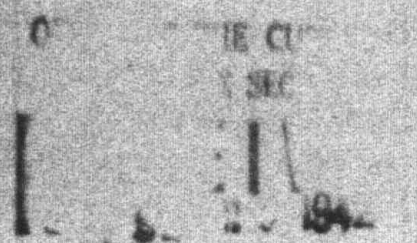
Yours truly,



AGH:AS

H. F. Green,
Manager, Protection Department.

W. H. Bee



File No. 1949

Name: MINURA, Jitsutaro

Address: La Fevre Rd., Aldergrove, B. C.

Box No: 11890

INVENTORY OF CHATELS LEFT ON PROPERTY

IN HOUSE

- ✓1 kitchen range
- ✓6 kitchen chairs
- ✓1 kitchen table
- ✓1 kitchen cabinet
- ✓3 beds
- ✓1 heater
- ✓2 linoleum rugs (downstairs rooms)
- ✓1 wardrobe
- ✓2 bookcases (only 1 containing books)
- ✓1 bureau
- ✓1 chest of drawers
- ✓1 small table
- ✓1 arm chair (old)
- ✓1 writing desk
- ✓2 bags fertiliser
- ✓1 straw trunk
- ✓1 wheelbarrow
- ✓1 platform scale

Confirmed:

DATE:

Signed:

Mike Geisler

Am

3945

July 16, 1942.

Mr. Michael, Geisler,
Chilliwack, B.C.

Dear Sir:

Re: Chattels owned by Jitsutaro MIMURA, #11890.
La Ferre Rd., Aldergrove, B.C.

Enclosed please find in duplicate list of chattels owned by Mr. Mimura, and found on the property by our agent on June 24th.

Would you please be good enough to confirm this list, if correct, stating at the same time whether or not any of the articles were left for your use, or whether the understanding with Mr. Mimura was to the effect that they were to be held for him in your care only.

Would you please give this matter your immediate attention, inserting the date and attaching your signature as indicated on the marked copy of the inventory.

We are obtaining a similar confirmation from Mr. Mimura, who has been removed to Alberta.

Yours truly,

H. F. Green,
Manager, Protection Department.

DM
AGM:AS
encl.

They are not mailing, The Inventory of Chattels
left on Property in the House, together with
this letter, for it is not complete.

3903
To Mr. Jensen, c/o Halifax,
Diamond City, Alta.,

July 27, 1942.

Dept. of the Secretary of State
Office of the Consul General,
Vancouver, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUL 30 1942

Dear Sir,

Thank you regarding the chattels your
agents found on our premises when he
made an investigation.

The articles listed, which were not
found,

1 sewing machine

carpets

ironing sets

lamps and lanterns

china ware

carpenter tools and electrical appliances

were brought with us, but:

✓ 2 screen doors and 2 window screens and
✓ 4 window blinds are left in the house.

Probably they are being used by the tenant.

The laundry equipment, including 1 wash
tub and 1 wash board and 1 clothes basket are
left also. The wash tub and wash board are
left in the back house but the basket is in
the house.

In the inventory of chattels left on
property in the house there should be
another table of same size as the kitchen
table, 2 screen doors and windows, 4
window blinds and 1 clothes basket.

There is a stump puller, 80 ft. of $\frac{1}{2}$ " wire
rope and 10 ft. of $\frac{5}{8}$ " wire rope choker left
outside.

Please check this up and make another
investigation regarding the chattels over-
looked by your agents at an early date.

Yours truly,

T. J. Minnera

per B.M.

Some of these chattels were left here for
 my use, such as -

- Kitchen range
- 6 " Chairs
- 1 " cabinet
- 3 tables
- 1 beds
- 1 heater
- 2 Lincoln
- 1 wheelbarrow
- 1 Platform scale.

OFFICE OF THE CUSTODIAN
 SEP 28 1904

The other things are upstairs
 and I have nothing to do with
 as I don't even live on
 the place. so I don't know
 what he has stored upstairs
 Mr Mimura did not ask
 to ~~be~~ responsible for
 it.

M. G.

3945

October 3, 1942

Mr. Jitsutaro MINURA, #11890
c/o Messrs. Hadford and Jensen
Diamond City
Alta.

Dear Sir:

Re: Chattels

We thank you for your letter of July 27th.
We have had an opportunity of again visiting your farm and
have been able to find the following additional items:

2 screen doors nailed to house
4 window blinds in house
1 wash tub in basement
1 kitchen table in house

The other items which you mention cannot be
found, and will you kindly give us more particulars as to
whether we may be likely to find them particularly in conn-
ection with the stump puller and wire.

Yours truly,

H. F. Green
Protection Department

WGB:MD

3445
OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
NOV 12 1942

Coffey
Co. Hadford & Jensen,
Diamond City,
November 8, 1942.

Dept. of the Secretary of
State Office of the Custodian.

Dear Sir: -

Thank you for your second inquiry about the stump puller. It is left as we have last used it and also the wire rope. It is placed about 100 feet or more straight east from our chicken house right beside a maple stump. The wire choker rope, I think, is tied on first stump root, around the vicinity of the stump puller, where we were working.

There, also, are two 14 or 16 foot ladders. One is on the house roof and the other on the south side of the house; if not it's around the house.

Yours truly,

J. J. Minura
per B. H.

3945

November 19th, 1942.

Mr. Michael Geisler,
Chilliwack, B. C.

Dear Sir:

Re: Jitsutaro Mimura

We would advise that we have recently communicated with the subject Japanese in connection with the disposition of his chattels left in the protected area of B. C. We have been informed that the following articles were omitted from our list:

1 Stump puller
Quantity of wire rope
Wire choker rope
2 - 14 or 16 Ft. ladders

We would greatly appreciate it if you would be kind enough to confirm whether these articles may be found on the property and oblige.

Thanking you in anticipation, we are

Yours truly,

R. D. Richardson.
Farm Department.

HRC/EM

ACUATION SECTION	
DEC 14 1942	
File No.	3945
Ref.	Coffey

Rep. of the Sec. of State
Office of the Custodian

File No. 3945

Dear Sir.

Re: J. Minura

These articles you mention in your letter is rather hard for me to answer as for a stump puller. There is something standing in the brush North East of the house probly is a stump puller. Its a home made affair. and a few feet of wire rope. I never looked at it since early this spring and I cant remember what it looks like any more. and as for a ladders. there is one 14 ft ladder and one short pole ladder.

Yours truly

Michael Geisler

3945

December 18th, 1942.

Mr. Jitsutaro MINURA,
Reg. No. 11890,
C/o Messrs. Radford & Jensen,
Diamond City, Alta.

Dear Sir:

Further to our letter dated November 17th, we have in the meantime communicated with Mr. Michael Geisler regarding the matter of one stump puller, quantity of wire rope, wire choker rope, and two - 14 or 16 ft. ladders, which items were omitted from our inventory forwarded to you on July 16th.

These items are apparently to have been found on your property and we, therefore, assume that with our former list and the above mentioned articles, this now represents all your chattels remaining in the protected area.

Yours truly,

R. D. Richardson,
Farm Department.

HRC/EM

April 12, 1944.

REPORT

Re: NIMURA, Jitsutaro, Reg. No. 11890 - File 3945.

I have to-day inspected the undermentioned articles and
consider them valueless and should be abandoned:

X 2 beds ✓

1 table ✓

4 window blinds

2 screen doors.

Shaw

NAME NIMURA, Jitsutaro

REGISTRATION NO. 11890

FILE NO. 3945

The following chattels were sold by public
auction at Abbotsford, N. C. on March 1, 1941.

✓ Bed & spring	\$ 13.00 F
Bed & spring	1.00 F
Chest of drawers	7.00 F
Dresser	5.00
Quilt	.25
Blanket	1.00
Desk	1.00 F
Cabinet	3.50 F
✓ Glass door cabinet	6.50 F
Wardrobe	8.00 F
Broken rocker	.25 F
Heat safe	1.25
✓ 4 Chairs	3.40 F
✓ 2 Chairs	1.25 F
Table	.25 F
Table	.50 F
Table	.25
Sieve & frames	.50
Basket	1.00 F
Nail box	5.25
✓ Barrow	3.75 F
Reservoir	.25
3 Cans	.25
✓ Scales	3.50 F
Range	7.00 F
Cabinet	.50 F
2 Congoleum rugs	5.00 F
Fuel box	.25
Total:	Carried forward \$ 80.85
Less Expenses:	\$
Net Proceeds	\$
Members of Auctioneer's Staff Present:	
Expenses from Auctioneer's Office:	
Remarks:	

NAME MINURA, Jitoutare

REGISTRATION NO. 11890

FILE NO. 3945

The following chattels were sold by public
suction at Abbotsford, S. C. on March 1, 1944.

	Brought forward	
Kitchen cupboard		\$ 80.65
✓ Stove pipes in house		2.00
✓ Tin heater - no feet		1.00
1 Plank		1.00 F
		.25

Total:		✓ \$84.90
Less Expenses:	(Auctioneer's fee: \$ 8.49	
	(Advertising: 3.41	\$24.30
	(Moving: 12.40	
Net Proceeds Credited:		<u>\$60.60</u>

Members of Custodian Staff Present. Mr. Carlson

Extracted from Auctioneering list No. Abbotsford 5

Remarks.

File No. 3945

Date March 1st / 44

SUMMARY

Name: MIMURA, Jitsutaro # 11490

Address: 1234 - 1st Avenue Rd. Coquitlam, B.C.

(1) - We have today moved to auction room at Abbotsford effects as per enclosed list at a total cost of \$12.40 as per attached bill.

(2) - We have also moved the personal effects as per attached list to storage at — where they will remain until called for. Cost of moving is included in bill above.

(3) - We have sold to the tenant articles as per attached list at \$ — for which herewith cheque or cash.

(4) - After the above transactions, the following important shortages were noticed between the original inventory as taken by this office, and the effects accounted for as above:

2 bags of fertilizer

The tenant gave us the following explanation: —

No tenant.

DEFENCE BRIEF
Jitoutaro MIMURA
File No. 3945
Case No. 535

LETHBRIDGE
5 August 1948
V.L.A.
Sheet A.17-3

Claim 1

REAL PROPERTY CLAIM

(All claims shown are Gross)

Claim

Appraised at

Sale Price

Land & Crops \$3350.
Buildings 1565.
\$4915.

\$656.16

\$644.

Witness: Appraiser, R.W. Brown

Appraiser (Brown) - House is habitable, no basement. Land in fair state of cultivation.

Appraiser (Sumner) - House in fair shape although unfinished inside. Crops are in good shape and farm appears to be well looked after.

It is submitted that the land was sold for its fair value.

Claim 2

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

Claim

Sold for

\$431.50

\$67.40

All goods claimed for were sold by Auction for \$67.40 except 2 beds and a table, which were abandoned being of no value, and 2 bags of fertilizer which were never declared and never found.

As there were no individual values placed on these goods, it is impossible to state the value claimed on them.

Goods sold by Auction for \$17.50 were not claimed for.

It is submitted that the chattels that were sold or disposed of by the Custodian were sold at their fair value.

Jitsutaro MINURA
Case No. 535

-2-

Summary of Defence Witnesses

Where required

R. W. Brown	1	Appraiser
Gowing Frost	2	Auctioneer
Mr. Carlsen	2	Staff

BMP/mw

3945

December 8th, 1950.

Mr. Jitsutaro MISHURA,
c/o General Delivery,
Lethbridge, Alberta.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 535

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 ... \$567.19.

Cheque in your favour is enclosed for \$567.19
and we have paid the Co-Operative Committee .. Nil
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FCS/js
1 encl.

Name of Claimant

MINNA, Jitsutaro

Case

335

Custodian File

3945

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% 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		
					644.00	504.42				204.42
PERSONAL PROPERTY										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
224.56	67.40	20.22	30%	141.54	42.55					62.77
TOTAL RECOMMENDATION										567.39

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

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE

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

10

Lethbridge, Alberta,
August 5th, 1948.

IN THE MATTER OF THE CLAIM OF
JITSUYARO MIYURA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

G.H.A. RICE, Esq., K.C.,

appearing for the
Dominion Government.

W.E. HUCKVALE, Esq.,

appearing for the
claimant.

MRS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30

J. Mimura,
In Chief.

THE SECRETARY: Case No. 535, Jitsutaro Mimura.

JITSUTARO MIMURA, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Mimura, you have a claim for farmland?

A Yes.

Q And that land is described as Lot 3 of the West part
of the Southwest Quarter of Section 16, Township
13, Map 5637, of the District of New Westminster?

A Yes.

Q Now with respect to that land I want to show you
this form (indicating). A: Yes.

Q Have you read that form over?

A Yes.

Q And have you signed it? A: Yes.

Q And are the particulars contained in it true and
correct to the best of your knowledge, information
and belief? A: Yes, it is true.

MR. HUCKVALE: I tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. HUCKVALE: And I would ask my friend if he would
file on behalf of the Crown the farm appraisal
report.

(APPRAISAL REPORT marked EXHIBIT NO. 2).

MR. HUCKVALE: Q Now, Mr. Mimura, I want to show you
this document. Will you tell me what it is, please?

A Yes, I have seen this before.

Q And is that the agreement under which you bought
this land? A: Yes, it is.

MR. HUCKVALE: I will tender that, sir.

(AGREEMENT MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q: Now you agreed to pay \$600.00 for
the land? A: Yes, I did.

Q And did you pay it? A: Yes.

Q Now in your claim, Mr. Nimura, you set out a list
of chattels for which you are making a claim?

A Yes, it is just an approximate estimate.

Q And with respect to those chattels I want you to
look at that form? A: Yes.

Q Have you read that form over? A: Yes.

Q And are the statements in it true and correct to
the best of your knowledge, information and belief?

A Yes.

Q And is that your signature on it?

A Yes.

MR. HUCKVALE: I tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 4).

MR. HUCKVALE: Perhaps my friend would file the personal
property analysis.

(ANALYSE MARKED EXHIBIT NO. 5).

MR. HUCKVALE: Q: Mr. Nimura, do you remember that one
item of your claim was a small table?

A Yes.

Q What condition was it in when you were evacuated?

A It was about in the same condition as when I
bought it.

Q And you claimed three beds with mattresses and
springs? A: Yes.

Q And what condition were they in when you were

J. Mimura,
In Chief.
Cross-Exam.

evacuated?
very good condition.

A: They weren't in

Q Now you also claim a chest of drawers which you
valued at \$197.50?

A: I am not quite
certain of the value but it is just an approximate
estimate.

Q Oh, I beg your pardon; I am wrong; I think that
\$197.50 refers to several items, not just that one
alone. I think that is all, Mr. Mimura.

10 Will you answer Mr. Rice.

MR. RICE: I am submitting, your Honour, that the land
was sold at its fair value. I am submitting that
the chattels that were sold or disposed of by the
Custodian were sold at their fair value. The only
item that was lost or not accounted for is
apparently two bags of fertilizer which were not
declared by the claimant in his J.P. form and the
Custodian has no record of that.

20 CROSS-EXAMINATION BY MR. RICE

Q On the 29th of April, 1942, you leased your property
to Michael Geisler, did you not?

A Yes.

Q The lease to run nine months from the 1st of May,
1942?

A: Yes.

Q Where was the fertilizer left?

A In the packing house.

Q On your farm?

A: Yes.

Q Was it locked up?

30 A No, it wasn't locked up.

MR. HUCKVALE: These packing houses or sheds are just open with no sides; they do not lock up.

MR. RICE: Oh, I see. I wish to tender, your Honour, as an exhibit, a real property memorandum showing the assessed value of this property, as land \$150.00, improvements \$650.00, totalling \$800.00.

(MEMORANDUM MARKED EXHIBIT NO. 6).

10 MR. RICE: I take it that my learned friend is not amending his claim so far as the buildings are concerned.

MR. HUCKVALE: No, sir.

MR. RICE: They were valued at \$1565.00 and in the real estate valuation they run to \$1700.00.

MR. HUCKVALE: No, we will accept \$1565.00.

MR. RICE: And the value of the land and crops is \$3350.00.

MR. HUCKVALE: That is right.

MR. RICE Q: Was the land in crop when you leased it?

A Yes.

20 Q Then you sold it, did you not?

A Yes, I sold that year's crop, '42.

Q And you got the money for it? A: Yes.

Q How much did you get for it, \$350.00?

A Yes.

MR. HUCKVALE: It is pointed out on the real property form that he sold that. In fact, he sold one year's crop for more than the whole value of the land under the appraisal.

MR. RICE: The claim as filed is land and crop
30 \$3350.00.

6
J. Minura,
Discussion.

MR. HUCKVALE: Read the real property form at the bottom.

SUB-
THE COMMISSIONER: He says by that that the \$3350.00 includes the land, plants and trees. He is not referring to the crop sold.

MR. HUCKVALE: Not the crop for any specific year.

THE SUB-COMMISSIONER: No, that is on Exhibit 1.

MR. RICE: Q: The heater referred to in your chain, that was made out of tin, wasn't it?

A: Yes, black iron.

10 Q: Black iron?

A: Yes.

Q: No legs on it?

A: No, it had no legs.

Q: A home-made affair?

A: No, I bought

it. The heater had legs when I first bought it but I took them off and laid it on a sand foundation to make it safer.

Q: That is all, thank you.

MR. HUCKVALE: That is all, thank you, Mr. Minura.

(Witness aside)

20 (PROCEEDINGS ADJOURNED SINCE DUE)

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

[Signature]
"S. K. HOWARD"
OFFICIAL COURT REPORTER.