

4931

RECEIVED

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: KAMADA Tomizo
 HOME ADDRESS: R. R. #1, New Westminster, B.C. (Bailey Rd.)
 REGISTRATION NUMBER 03511 SEX: Male AGE: 34
 OCCUPATION: Fisherman & 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: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Hissae

ADDRESS OF WIFE OR HUSBAND: Bailey Rd., R. R. #1 New Westminster, B.C.

NAMES OF ANY LIVING CHILDREN: ~~HESSUE~~ Tomikazu (M) Mitsue (F)
Toshiyuki (M) Kazue (G)

ADDRESS OF CHILDREN: R.R.#1 New Westminster, B.C.

AGE OF CHILDREN: 6, 4, 2, 1 month

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

1. LOCATION AND DESCRIPTION: 10 acres on R.R.#1, Bailey Rd.,
New Westminster, B. C. (details) unknown Deed at home.

2. BUILDINGS AND OTHER IMPROVEMENTS: 3 roomed wooden frame bungalow
1 wood shed 1 packing house 1 chicken houses, 1 bath house
2 roomed dwelling house 1 feed house

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

4. TAXES (Amount and where payable) \$21.00 paid 1941 at Ladner, B. C.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)
None

6. OCCUPANCY AND LEASES (If vacant so state) Excepts to sell chickens etc.
but has not done so yet. Vacant

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 Gooseberry, Strawberry, Currents,
Rhx 1 doz. cherry trees. $\frac{1}{2}$ doz. apple, trees.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1.
2. LANDLORD'S NAME AND ADDRESS:
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:
4. STATE WHEREABOUTS OF LEASE:
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)
(#)
6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
- Kitchen stove, (2) Parlor stove (2) Dresser (1) Beds (2)
Cupboards (2) Chairs (10) Tables (3) Kitchen utensils.
4 Brooder Stoves Incubator (2) Brooder Stoves coal (3)
2500 ft. finished lumber Garden tools. Fishing equipmnet.
Roller 4 tons lime (agriculture) 1 ton coal. Equipment for
raising baby chickens.
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS
- Chickens--to be sold.
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

SUPPLEMENTARY LIST

KANADA, Tomizo

No. 03611

Please add the following to my list:-

- ✓ 4000' electric wire valued at \$500
- ✓ 15 small chicken houses, valued at \$500
- 15 rolls of wire netting \$120

SUPPLEMENTARY LIST

May 28, 1942.

KANADA Tonino Reg. 03511

Desires to inform the Custodian that he has a boat now
in custody at New Westminster, B. C.
Boat #1983--30'x7'--7 H.P.

The above registered at Strawberry Hill, B. C.

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):

T. Nakao, \$50.00 Vancouver, B.C. (address unknown)

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
Japanese Farmers Association (Steveston, B.C.) 3 shares worth \$150.00
In owner's home.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: Sun Life Assurance: \$1000.00 Beneficiary wife, Hisao
(2 Policy at home) Manufacturers Life: \$2000.00 " " "
(Vancouver Branches)

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 18th day of April 1942.

(Signature)

T. Kamada.

J. T. Williams
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Nov. 13/42.

Full Name KAMADA, Tomio
(Surname in Block Letters)

Registration No. 03511

☒ Male - Female
(check)

Age July 27, 1907

Former Address R.R. #1, New Westminster, B.C.

Date Evacuated 4/8/42

☒ Naturalized - Canadian-Born - National
(check)

Present Address Slocan Extension, B.C.
24 Charles Street, St. Catharines Ontario. 23 Nov. 46

☒ Married - Single
(check)

Name of Wife NOTE, Divorced # 12677

Name of Husband _____

Father: KAMADA, Naguro
126116

Mother: SHIGA, Masu
126117

Names of Children under 16

Tomikazu (M) 17/4/36 Toshiko (M) 27/12/36
Mitsue (F) 24/7/38 Yasuko (F) 13/3/42

Our File No. 4931

Registered with Custodian
(yes or no) _____

Requested By R.D. Richardson

Additional Information

Fisherman & farmer: License # 1219

Boat #1983 - N.W.

File No. 4911.

CLAIMS DEPARTMENT

February 14th, 1944.

Tomio KAMADA - Reg. No. 03511

CREDITORS:

McLellan & McCarter Ltd. \$40.00 *Kameda's debts*

*settled
account*

22-2-44

Credit Balance as at Feb. 14/44 - \$16.02

Action

DR T Nakao -

50%

Nakao acknowledges his debts, Co's say - both requests to settle direct.

NOTE: No claims on KAMADA's wife's file No. 4911.

Claims closed

22-2-44

7

[Signature]

SUNDRY ASSETS

File No. 4931

Sept. 5/45

Name: KAMADA, Tomizo

Reg. No. 03511

Insurance

Sun Life Assurance Company of Canada:

Policy #818820

Amount - \$1,000

Beneficiary - Wife

Confederation Life Association:

Policy #X561913

Amount - \$2,000

Beneficiary - Wife

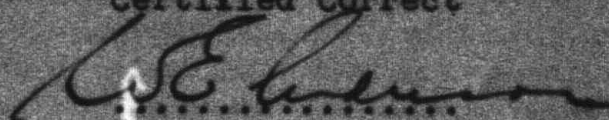
Not brought under control by Custodian.

Declared to be owner of:

3 Shares valued at \$150.00 - Japanese Farmers Association,
Steveston, B.C.

Certified Correct

Sept. 5/45


.....

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Tomizo Kamada

File No. 4931

Reg. No. 03511

Company Confederation Life Ass.

Agency Vanc

Policy No. X561 913

Premium - \$ 60.86

Payable: Annually, Semi-annually or monthly

Month January Day 13

REMARKS:

Letter sent 13/9/43

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name MR. TOMIZO KAMADA

File No. 4931

Sun Life Insurance B.C.

Reg. No. 03511

Company Sun Life Insurance Co.,

Agency Vancouver

Policy No. 818820

Premium - \$ 40.60

Payable: ^X Annually, Semi-annually or monthly

Month November

Day 1st

REMARKS:

9-53

Letter sent 7/9/43

SUMMARY TAKEN FROM VESSELS RECORDS

Date: June 15, 1944

Name: KAMADA, Tomizo

Reg. No. 03511

File: 4931

Boat File No.: JFVDC 699

Name of Vessel: "T.K. 1219", 30'x7'x3' (1926) Palmer 7 HP

Lic. or Reg. No.: New Westminster 1983

Naval No.: NW.075-F

Owner's Valuation: \$900.00

JFVDC Valuation: 259.00 Survey #292 NW

Custodian Valuation: None

Date of Sale: August 1, 1942

Purchaser: Nelson Bros. Fisheries Ltd.

Signature on Sales Papers: T. Kamada

Selling Price: \$260.00

Paid to JFVDC ~~on Custodian~~: 260.00

Supervision Costs: 5.10

Balance due Owner: 254.90

Paid to: T. Kamada on June 27, 1942

Location of Boat at Sale: New Westminster

Claims Against Canadian Govt.:

Claim #202- Nelson Bros. Fisheries Ltd. - \$11.25 (Paid)

Additional Information: The licence was issued to M. Kamada, Currie Cannery, Westham Island, in 1931. Naojiro KAMADA is the father of Tomizo.
~~XXXXXX~~

J. M. Watson

Name of Vessel (船名)	T. K.		Official Number (登録番号)	NW 1983	Naval Control Number (海軍省ノ番號)	NW 075 J
Port of Registry (登録港名)	New Westminster		Date of Registry (登録期日)			
Length (長さ)	30'	Width (幅)	7'	Depth (深さ)	3'	
Make of Engine (Present) (機軸ノ名) (現在ノ)	Palmer		Date When Re-Installed (若シ入替ヘキ場合ハ其ノ期日)			
Horse Power (馬力)	7		Knot (Speed) (速力)			
When Hull Built (船体建造期日)	1926		When Hull Rebuilt (若シ改造ノ場合ハ其ノ期日)			
Type of Vessel (船ノ型)	Seiner <input type="checkbox"/>	Packer <input type="checkbox"/>	Gill-Netter <input checked="" type="checkbox"/>	Troller <input type="checkbox"/>	Trawler <input type="checkbox"/>	Other <input type="checkbox"/>
Formerly Used as (従来ノ用途)						
Date When Surveyed Last (最近ノサマシキサマシキ期日)						
Place of Operation (使用區域)	Praser River					
Charter Rate: 1940 (船料金率)	1941		Chartered To: 1940 (船主)	1941		
Amount of Mortgage, If Any (抵當額ノ金額)			Mortgaged To: (抵當額輸入先)			
Registered Owner's Name (登録船主名)	Kameda, Tomizo		Actual Owner's Name (現實所有者名)	Kameda, Tomizo		
ADDRESS (住所)	M.R. # 1, New Westminster, B. C.		ADDRESS (住所)	M.R. # 1, New Westminster, B. C.		

© Please refer to "Certificate" of British Registry in filling this blank; special attention is required in cases of "Length" "Width" and "Depth"
凡ソ諸式ヲ記入時ニ先ツ「登録証」ヲ参照セヨ 特ニ「長さ」「幅」及「深さ」ニ對シテ注意を要ス

RELEASE AND DISCHARGE

Nelson Bros. Fisheries Ltd.

(\$ 11.25)

Cheque #8027553, Aug. 21, 1942.

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

ASSIGNMENT OF CLAIM

Whilst in Naval Custody, my boat....."T.K. 1.1993".....
Official No...M. 2757.....suffered damage as set forth
in the surveyors' report.

If the Dominion Government will allow me \$...11.25.....
to make good that damage, including missing inventory, I agree
that I shall not make further claim of any nature whatsoever
against the Dominion Government, and hereby authorize the
Japanese Fishing Vessels Disposal Committee to pay the sum so
allowed to...Nelson Bros. Fisheries Ltd.....

I. Kamada
.....
(Boat Owner) *I. Kamada*
attg

The damage claim of \$11.25.....is fair and just.

A. P. Pilling
.....
Surveyor for Japanese Fishing
Vessels Disposal Committee.

J. M. Munro
.....
Surveyor for Naval Service.

DATED at Vancouver, B. C.
July 31,.....1942.

COPY

File No. _____

Date: April 13/43

REGISTRATION NO. 03511

PROPERTY: App. 2 acres under cultivation.

ACREAGE: 10 acres.

APPROXIMATE ACREAGE OF EACH: 1½. (--Few--) 18.

HOUSE: 1 Story. VACANT: Yes. OCCUPIED:

DESCRIPTION: Fr ame shack. ROOF: Shingle.

SIZE: 30' x 50'. NO. OF ROOMS: 3.

CONDITION: Fair.

OTHER BUILDINGS: Woodshed(18x15) Packing house(36x12) Chicken house(90x20)
 " " (140x20)
 12 Colony houses(9x12) Grainery 8 " (100x20
 Sm. " " (6x10)

NAME OF LESSEE OR RENTOR: Bernard Smith.

TERMS:

WATER: Well ON: OFF:

LIGHT: Electric ON: Yes. OFF:

REMARKS: House is only a shell , has shingle outside. All chicken houses are nearly new and in very good condition.

INVENTORY OF CHATTELS LEFT ON PROPERTY:

SEE A TTA CHED LIST

Signed:

R. M. Anderson

File No. 4931

KAMADA, Tomiso (Mr.)

Reg. No. 03511

Bailey Rd., Delta Mun. (S. Westminster)



July 1931

THIS INDENTURE made the Nineteenth day of May, in the year
of our Lord one thousand nine hundred and forty-two

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:

7

TOMIZO KAMADA
of Bailey Road, Municipality
of Delta, Province of British
Columbia, Farmer, (hereinafter
called the "LESSOR")

of the ONE PART

AND

JOHN BAPTISTE BOUX
of 1123 Burnaby Street, in the
City of Vancouver, Province of
British Columbia, Farmer, (herein-
after called the "LESSEE")

of the OTHER PART

WITNESSETH that in consideration of the rents, covenants,
and agreements hereinafter reserved and contained on the part
of the Lessee to be paid, observed and performed, the Lessor
doth hereby demise and lease unto the Lessee all that certain
parcel of land situate in the Municipality of Delta, in the
Province of British Columbia and more particularly known and
described as being Lots Seventy-five (75) and Seventy-eight
(78) of part of Lot Four hundred and forty (440) Group Two
(2) Map 1133, New Westminster District, and known as number
1325 Bailey Road, Rural Route Number One, New Westminster,
British Columbia, together with the following goods and
chattels that is to say;

1 mash cooker	15 rolls chicken netting
9 chicken houses (Colonial)	2000 ft new timber
1 feed house 10 x 20	4 tons lime
4 feed houses 8 x 12	7½ doz. electric bulbs
1 20x100 chicken house	1 doz. chick feeders Galv.
2-20x30 chicken houses & feed house	1 " " " Granite
3-20x60 chicken houses	1 " " " troughs
4-20x164 chicken houses	1-16x 20 packing house
6 x 12 small chicken house	
1 kitchen stove	1 heater
1 dresser	1 chiffonier
6 chairs	1 clock
4 bedsteads and springs	1 baby chair

4 axes	2 digging forks
1 digging spade (square)	1 hay fork
3 digging spades (round)	4 crowbars
2 cross cut saws	3 garden hoes
1 garden rake	2 chicken coop scrapers
3 picks (2 handles)	5 pieces of land clearing tools (4 handles only)
1 grub hoe	3 wedges
1 narrow spade with long handle	2 squares shovels
1 sledge hammer	2 hoes
2 peavies	1 keg nails
5 brooms	1 double edged saw
1 handsaw	4 brooders
2 cultivators Incubators	1 wheelbarrow
2 cupboards	

TO HAVE AND TO HOLD the said premises and goods and chattels unto the said Lessee for and up to the 18th. day of January, A.D. 1943, yielding and paying therefor the sum of Two hundred (\$200.00) Dollars, and on the 18th. day of January, 1943, to be completed and ended, and thereafter from month to month at the rate of Fifteen (\$15.00) Dollars per month payable in advance on the Nineteenth day of each and every month commencing the Nineteenth day of January, A.D. 1943, without any deduction, defalcation or abatement whatsoever;

THE LESSEE covenants with the Lessor that at the expiration of the term hereby demised he will leave the above mentioned goods and chattels in as good condition and state of repair as at present, reasonable wear and tear only excepted, and agrees to pay for all loss, breakage or injury which may occur respecting same and will replace the lime and electric light bulbs, and will insure and keep

J.B. Bourne insured the ~~contents~~ furniture and equipment for the full insurable value with loss payable to the Lessor.
T. Kanada

THE LESSEE COVENANTS with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire or tempest only excepted) and to pay all water and gas rates and electric lighting, and which shall be assessed or chargeable upon the said premises during the term hereby demised or during the time the Lessee shall occupy the demised lands as tenant to the Lessor under these presents;

PROVIDED AND IT IS HEREBY AGREED that when and so often as the Lessee neglects to pay the said water and gas rates and electric lighting, or any of them the Lessor may pay them and

thereupon charge them to the Lessee, who hereby covenants to pay them forthwith and hereby agrees with the Lessor that the Lessor shall have the same remedies and may take the same steps for the recovery thereof as the Lessor may take for the recovery of rent in arrears under the terms of this lease;

AND IT IS HEREBY AGREED between the parties hereto that if the rent hereby reserved or any part thereof be in arrears or unpaid for Thirty (30) days next after the same becomes due whether such rent has been demanded or not or if there be any default, breach or non-observance by the Lessee at any time or times in respect to any covenant, proviso, condition, or reservation herein contained, which on the part of the Lessee ought to be observed or performed, then the Lessor or his Agent may enter upon the said premises and thereafter have, possess and enjoy them as if this indenture had not been made, and no acceptance of rent subsequent to any breach or default other than in payment of rent, nor any condoning, excusing or overlooking by the Lessor on previous occasions of breach or defaults similar to that for which re-entry is made, shall be taken to operate as a waiver of this condition, nor in any way defeat or affect the rights of the Lessor.

AND IT IS FURTHER AGREED that if the said premises shall at any time become vacant during the said term in consequence of the removal by legal process of the Lessee for non-payment of rent or any other cause, the Lessor may re-enter the said premises and use such force as the Lessor shall have without being liable for any prosecution, and may thereupon treat the said lease as terminated, and re-let the said premises for his own use, or the Lessor may re-let the said premises as Agent of the Lessee, applying the avails thereof to the expenses that may accrue in re-entry and then to the payment of the rent due under these presents and the balance to pay over to the Lessee, or may hold the Lessee for any balance remaining due after applying the proceeds;

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

THE Lessor and the Lessee further agree that upon request being made, or notice being given by the Municipal Health Officer or other proper corporation officer of the said Municipality to the Lessor or the Lessee, the Lessee shall immediately comply with the demands contained in such request or notice in connection with the sanitary arrangements of the said premises, and shall put and place all plumbing work and drains in such state as to fully comply with the requirements demanded by the Health Officer or other officer, or the requirements of the Board of Health of the said Municipality, and to the satisfaction of the Municipal Officials having charge of such matters, and will save the Lessor harmless and indemnified in connection therewith or of the infraction of the rules and requirements of the Municipal Health Department, and if not done as aforesaid the Lessor may do the same and may charge the cost thereof against the Lessee, and shall have the same rights to recover the money so expended as if they were arrears of rent in respect of the said premises;

THE LESSEE further covenants and agrees with the Lessor that the Lessee will during the said term cultivate, till, manure and employ such parts of the said premises as are now or shall hereafter be brought under cultivation in a good husbandman-like manner and will in like manner crop the same by a regular rotation of crops so as not to impoverish, depreciate or injure the soil; and will during the continuance of the said term, keep down all

noxious weeds and grasses; and that, at the expiration of the term hereby demised, the Lessee will leave the same in the same state of cultivation and not less than the same crop production as of 1942;

THE LESSEE further covenants and agrees with the Lessor that he, the said Lessee, will not at any time remove from off the said lands, or destroy, any gooseberry or currant bushes, strawberry plants, or other fruit plants or trees.

AND THE LESSEE hereby agrees that he will not assign or sublet without leave and will not carry on any business that shall be deemed a nuisance on the said premises;

AND the Lessee covenants and agrees to and with the Lessor that he, the said Lessee will not dispose of any of the crop produced on the said lands if any rent is in arrears or unpaid without first obtaining the consent in writing of the Lessor;

AND the Lessee further covenants with the Lessor that the Lessor shall have the right to enter the premises at reasonable hours of the day or examine the said premises and also to post a notice for selling or re-letting them, and that the Lessee will not remove said notice.

AND the Lessee will permit the Lessor or his Agent to exhibit the said premises to any prospective tenant or purchaser and will permit all persons having written authority therefor to view the said premises at all reasonable hours;

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

PROVISO for re-entry by the Lessor on non-payment of rent whether lawfully demanded or not or non-performance of covenants or seizure or forfeiture of the said term for any of the causes aforesaid.

BC-627P
BC-2440-A

BC/627-P
BC/2440-A

Page 1

S.S. Form No. 43
(Sheet 1) ✓

Farm Appraisal Report #15

File No. J.L.674

Land Description Lots 75 & 76 of SE 1/4 Sec. 36, Tp. 4, Map 1133, N.W.D.

Containing 9.58 Acres

Owner's Name Tomiga KAMODA Post Office Address New Westminster, B.C. 1.

Nearest Rail Point Kennedy Distance 1 1/2 miles

Market Town New Westminster Distance 5 1/2 miles

Church (give denomination) Evangelical, R.C., Distance 3/4 miles

Nearest School Kennedy Distance 1 1/2 miles

State how property was identified: Map, roads, tenant.

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

On mediocre but quite passable narrow cross road tributary to Scott Rd.

Is this district a good one? Agriculturally not.

Employment opportunity Good. New Westminster and nearer various industries.

Predominating Nationality and religion: Mostly Jap holdings just here. In district as a whole British, Protestant.

Describe Fencing and its condition: A fair amount of 7' poultry fence- Value \$ ing only. This is just to match poultry houses and more is needed for poultry. Value \$

Water supply: Well. Had a pressure pump but removed it. Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE 1 st. attached	18x20x10 4x14x10	frame	7'	saw	15	wood	good	215.00
Shed & B. House	12x20x9	frame	8'	"	5	"	good	50.00
BARN	12x20x9	"	"	"	"	"	"	"
Wood shed	10x14x9	frame	7'	board	old	"	poor	15.00
chicken house	20x20x9	"	7'	shgl	6	"	good	240.00
col. house	8x10x8	"	7'	"	4	"	"	10.00
garage...	20x20x9	"	7'	"	6	"	"	400.00
Feed house	20x20x17	"	14'	"	3	"	"	"
Henhouse	20x20x8	"	6'	"	3	"	"	275.00
Henhouse	20x12x9	"	7'	"	2	"	"	625.00
2 col. Houses	8x10x8	"	4'	"	2 & 3	"	"	30.00
2 col. houses	12x14x8	"	4'	"	4	"	"	50.00
1 col. house	16x16x4	"	4'	"	5	"	"	20.00

Electric lights.

Total present day value \$1930.00

Total Value Buildings add to farm

\$1425.00

Is dwelling habitable without repairs? Yes If not what is your approximate estimate of cost to make it habitable? It is a cheap type however.

Describe the basement and chimneys: No basement. Metal stove pipe.

No. rooms downstairs? 4 Upstairs? nil How finished Shiplap. Fir sheathing out.

Are buildings painted? No Condition of paint

Distance from nearest bank None near house, chicken house adjacent.

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

Cultivated Land

BC/827-F
BC/2440-A

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
2.72	Undulating	10" lt. ady lean intermixed with pebbles, on sandy		Berries - fair	50.00	136.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
1.25	Und.	as above		Roots, brush	25.00	35.00
5.61				Bush	100.00	20.00
						43.75
						112.20
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 \$ 291.95

Total added by buildings to value of farm \$1425.00

Total fruit trees add to value of farm (for use in orchard districts only) \$ 12.00

Total value of farm \$1725.95

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Continuously occupied and tilled.

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

Noxious weeds: Canada thistle.

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

Delta General \$18.26

Date: July 29th, 1942.
Place: Chilliwack, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 27 day of July 1942

Inspector's Signature

"R. L. RAMSAY"

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

Farm Appraisal Report

432

Remarks Place fairly well located about 1/2 mile off Scott Main hard-surfaced road a direct route to New Westminster. Hayley Road on which this is situated is a narrow, gravelled cross road, always passable but not a really good road. School is a little over a mile away as is also B.C.E.F. Station.

Soil is quite sandy with pebbles intermixed. It overlays quite a gravelly subsoil with hardpan at 2-3' varying in different parts. It is a hungry soil that would dry out easily.

House is somewhat shacklike and quite cheap. Poultry houses are good. Place is overloaded with buildings for anyone but a poultry man.

It is planted to the following small fruits:

Strawberries	.8 ea.
--------------	--------

- interpl with gooseberries .2 ac.

Gooseberries	.03 ac.
--------------	---------

Black currants	.05 ac.
----------------	---------

Tenant is J. B. Boix a Frenchman who pays \$200 till 20th which includes \$85 for the crop and he is to pay \$15 afterwards. He more or less suggested that he would buy at \$1500.

(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

3 Yellow Transparents about 3 years old. 8

5 cherries, probably Lamberts " 5

1 plum	3 yrs. old	\$ 12.00
--------	------------	----------

3

3

3

3

8

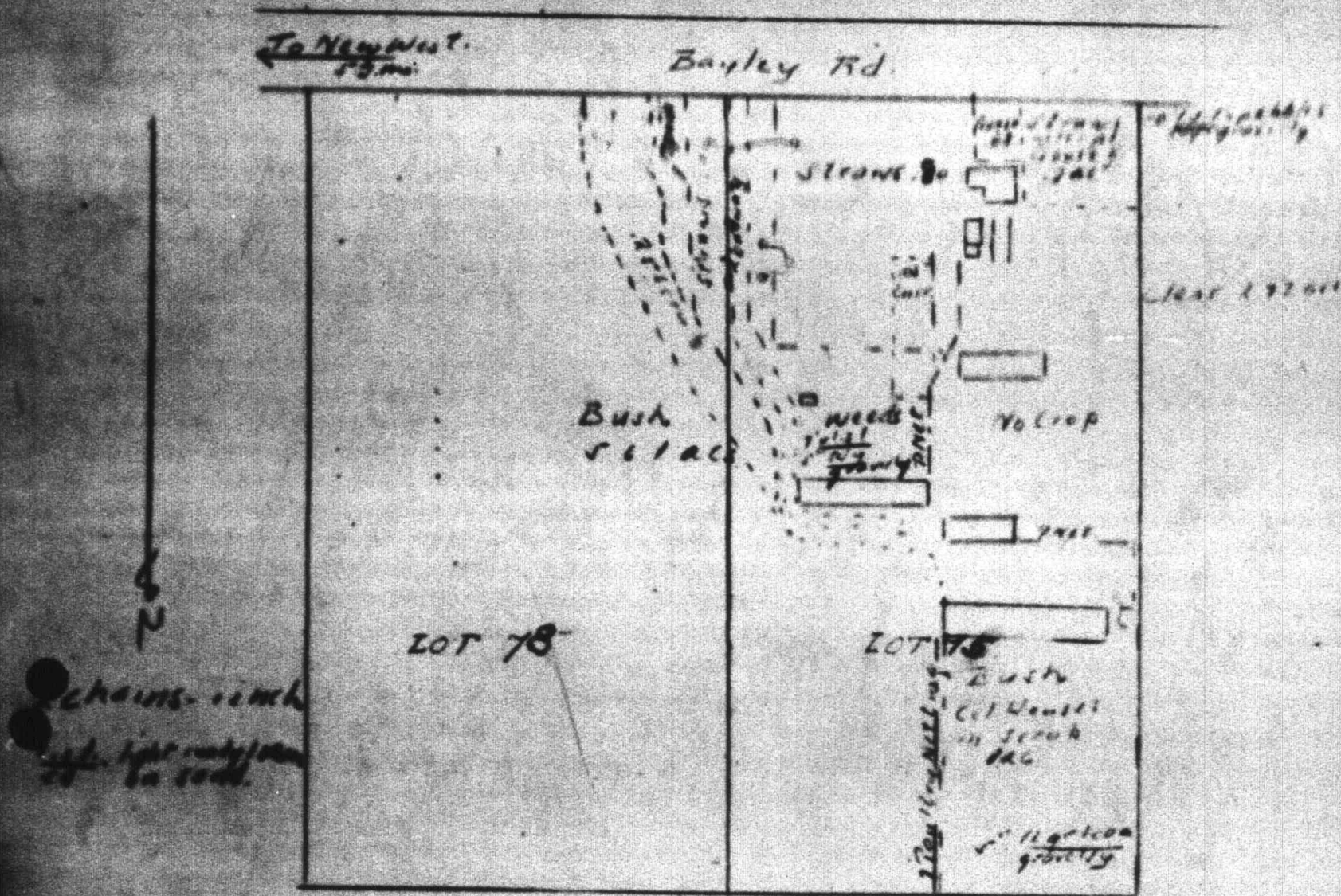
3

Total \$

Amount fruit trees add to value of farm \$ 12.00

T. Barnet

Diagram of Property



Lots 78 & 79 of S.E. 1/4, Sec 2, Tp. 4, May 1153.

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

value is \$1700

Date 31st July, 1942.

(SIGNED) I. T. Barnet
District Superintendent.

Canada

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

File No. 4931
Reg. No. 03511

506 Royal Bank Building,
Vancouver, B. C.

Mr. Tomio KANADA,
Elson Extension, B.C.

MAY - 9 1944

Dear Sir:

Re: 1325 Bailey Road.
Municipality of Delta, Lots 75 and 78 of part of
Lot 440 Grp. 2, Map 1133, D. of H.W., C. of H. 49890.

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	\$ 1677.00
Add:	
Unexpired insurance premium as at January 1st, 1943	1677.00
Less:	
Tax arrears to December 31st, 1942	\$ 3.00
Registration fee	
Encumbrance—Principal	
—Interest	3.00
Net proceeds of sale	\$ 1694.00

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.

R

1943

		Debit	Credit	Balance
Jan. 1	Balance brought forward		\$ 17.50	\$ 17.50 CR
	Credit re Sale of Property		1694.00	
	Land Registry Office C/E	\$ 1.00		
16	Rent for December 1942		17.50	
Feb. 16	S. Pearce - Lumber		50.00	
Apr. 30	1942 Taxes	20.48		
		<u>\$21.48</u>	<u>\$1779.00</u>	<u>CR \$1757.52</u>

SALE OF LUMBER

On the property of KAMADA Bailey Rd. Delta B.C.

I the undersigned will pay the sum of \$50.00 Fifty dollars
for all 2 x 6" Lumber stored in chicken house, plus app. 800' of
1 x 4" and used Shiplap lumber piled outside by chicken house.

WITNESSES

[Signature]

SIGNED

S. Pearce

[Signature]

4931

31st October, 1942.

Mr. Tomizo Kamada, #03511,
Slocan Extension, B.C.

Dear Sir:

We have received an enquiry from Mr. S. Pearce, who was a neighbour of yours, regarding a quantity of lumber and part of a keg of nails left on your property at Bailey Road, which he wishes to purchase. We would appreciate it if you would let us know whether you desire to sell these articles and, if so, at what price. Kindly give this matter your immediate attention.

Yours truly,

R. D. Richardson,
Farm Department.

WEA:OF

Johnson Ranch
Slocan City B.C.
Jan. 20/23 4931

Dear Mrs Pearce,

I received your letter yesterday about the cost
of the lumber ^{and} nail.

2x6 price in for Chicken House is \$5.00

If there is a cake of nail it is \$5.00

And rest of the lumber is \$50.00 a thousand.

If money is going to be in our hand through Custodian
or from you I will sell it but if the money is going
to Custodian not to us ~~we~~ I will not sell it.

I have lost my father at Vancouver so I need the money

(Yours truly)

J. Lamada

P.S.

Is Mrs J. B. Bous still at
living at our place?

IV. C. 104150
Rec'd JAN 27 1943
File No.
Ans. <i>W. L. C.</i>
Referred

File No. 9431.

W. L. C.

15th January, 1943.

MEMORANDUM: To Mr. Green.

From Miss Sullivan.

Re: KANADA, Tonico.

I note from this file that there is fishing equipment left at the home of the above noted, R. R. 1, New Westminster, B. C.

Would it be possible to have this equipment located and valued by Mr. Leckie? I would appreciate your taking any steps you feel necessary in this matter.

RE/M

MR ANDERSON

January 28th, 1943

To: Miss Sullivan

From: Mr. Green

Can you arrange for this equipment to be moved to Messrs. Johnston Bros. Net House together with the other Japanese fishing equipment at Sandell Road? When this is done, I can have Mr. Leckie go out and value all the nets together.

HFG:IF

MEMORANDUM

File No.: 4931

February 23rd, 1943

To: FILE

From: Mr. Green

Re: KANADA, Tomio

This Japanese has some fishing equipment at his house at Bailey Road. These were examined by our fieldmen and the manager of the Johnston Fishing and Packing Company, and declared unsalable. They were therefore not removed together with other Japanese fishing equipment in this district which was taken to the Johnston Fishing and Packing Company Cannery for appraisal and sale.

WFG:IF

11th March, 1943.

Coulthard, Sutherland & Co. Ltd.,
609 Columbia Street,
New Westminster, B.C.

Attention Mr. Coulthard

Dear Sirs:-

Re: Tomiso KAMADA

The above named owns property on land described as
Lots 75 and 78 of part of Lot 440, Group 2, being No. 1325
Bailey Rd., in the Municipality of Delta.

The buildings on this property include a three-roomed
Dwelling, a two-roomed Dwelling, four chicken Houses, a Feed-house,
Packing House, Bath-house and Woodshed. The last two named might
not warrant carrying insurance.

The assessed value of improvements on this property
is given as \$1200.00. Kindly hold us covered to that extent.
The temporary cover can be divided as follows:-

3-room Dwelling	\$500.00
2-room Dwelling	300.00
4 Chicken Houses (\$62.50 on each)	250.00
Feed-house	75.00
Packing House	75.00

We will have you write the policy following your in-
spection of this property.

Yours very truly,

S.M. Gibson,
Insurance Department

SMG:FM

COULTHARD, SUTHERLAND & CO., LTD.
Estate and Insurance Agents
Car Financing

1036 - 10
EXHIBIT No. _____
DATE 12 May 1948.
FILED BY J.W. G. Hunter

609 Columbia Street,
New Westminster, B. C.
March 16, 1943.

Your File: 4931

Office of the Custodian,
Royal Bank Building,
VANCOUVER, B. C.

Attention Mr. Gibson.
RE: Tomizo KAMADA.

Dear Sir:

We have inspected the property of the above
party and wish to report values as follows:

Dwelling	\$400 00
Woodshed & Bath-house com.	125.00
Chicken house #1	315 00
" " #2	200 00
" " #3	350 00
" " #4	<u>350 00</u>
	\$1740 00

This house is equipped with a tin chimney
and we recommend the construction of a brick chimney which
will eliminate the additional premium of \$35.00. Kindly find
our cover note attached.

ENCLOSURE -

SEE MARCH 15, 1943

yours very truly,
COULTHARD, SUTHERLAND & CO. LTD.

"F.H. Coulthard"
F.H. Coulthard.

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

Date: June 23, 1948.

E. LaCasse
F.M.

EXHIBIT No. 1036 - 12
DATE 12 May, 1948
FILED BY J.W. G. Hunter

INVENTORY OF CHATTELS BELONGING TO

KAMADA, Tomizo #03511

Bailey Rd., Surrey.

IN HOUSE

- 1 Bed complete and mattress ✓
- 1 Dresser. ✓
- 1 Bed stand. ✓
- 1 Wash stand. ✓
- 1 Ctn., of jap dolls.
- 6 Chairs ✓
- 1 Gramophone cabinet.
- 2 Benches
- 3 Tables. *

WOODSHED

- 2 Tables H.M.
- 1 Saw vise (wood)
- 1 Cross cut saw. ✓
- 2 Galv. Buckets.

PACKING HOUSE

- 1 Egg scale.
- 2 Tables H.M.
- 1 Bunk
- 1 Wheelbarrow. ✓
- 1 Step ladder.
- 1 Old Range. ✓
- 1 Food cooler.
- 1 20-gal Crock.

PACKING HOUSE (ATTIC)

- 3 Ctns. sealers.
- 1 Bundle of fish net.
- 1 Jap treatment devise.
- 1 Copper wash boiler. ✓
- 1 Parasol. ✓
- 11 Metal feed troughs. ✓
- 12 1-gal. Metal water fountains. ✓
- 4 1- " Crock " " ✓
- 6 Rasps. crates.
- 1 1-gal tin of DRY LIME SULFUR
- 5 lbs. of wettable sulfur
- 2 Bundles of broom handles. ✓
- 1 Lge. ctn. of mixed crock water fountains. ✓
- 1 Suit case.
- 1 Straw suit case.

CHICKEN HOUSE

- Sm. qu misc. tools. ✓
- 2 Electric brooders. ✓
- App. 50 sacks of cru. line ✓
- 1 Fish net float.
- 1 Net roller (for boat)
Net

OUT SIDE

- 20 Sacks of Cru. line. ✓
- 1 Cloth line.
- 2 Ladders.
- 37 pcs. of tile drain pipe.
- 4 Barrels.
- Qu. mixed used lumber. ✓

UNDER HOUSE

- Qu. of fire brick.
- Qu. of pickers trays.

Colony houses are all enclosed ✓
with chicken-wire netting.

*N.B. also oil incubator
included in lease
"H26"*

Signed. "R.M. Anderson"

April 13/43.

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

Date: June 23, 1948.

E. J. Gass
P.M.

EVACUATION SECTION	
Rec'd	APR 22 1943
File No.	4931
Ans.	<i>[Signature]</i>
Referred	<i>Gibson</i>

Johnson Ranch.
Slocan City B.C.
April 19/43.

Dear Sirs -

I received your letter about the fire insurance. That is all right. I like to ask you about my property. I rented my property to Mr. J.B. Bours. I wrote him a letter asking how he is getting along last August & once in September but I never heard a word from him yet. So will you please let me know whether he is renting or not. If not let me know the name that are in my property. And also how much they are paying for the rent & about our last quarter.

Yours truly,
Tomizo Kamada.

Mr Anderson

4931

April 29th, 1943.

Mr. Tomiso KAMADA,
Reg. No. 03511,
c/o Johnson Ranch,
Slocan City, B. C.

Dear Sir:

In reply to your letter of April 18th, we wish to advise that Mr. Boux left your property in October and at that time we were successful in obtaining a new tenant by the name of Bernard Smith who is paying rent at the rate of \$17.50 per month.

The following is a statement of your account at this office:

By 3 months' rent @ \$17.50		\$87.50
" Lumber sold to E. Pearce		50.00 ✓
To Land Registry Office, Certificate of Encumbrance	\$ 1.00	
" Fire Insurance Premium	47.50	
" 1942 taxes	20.48	
" Balance	68.52	
	<u>\$137.50</u>	<u>\$137.50</u>
By Balance at Credit - \$68.52		

According to your file, a claim has been made against you by McLellan and McCarter Limited for the sum of \$40.00. Please advise us if this is correct or if it was paid direct before your evacuation.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM



Slocan,
British Columbia,
April 18th, 1945.

The B. C. Security Commission,
360 Homer Street,
Vancouver, B. C.

Dear Sirs:

Re: Tomizo KAMADA #02511

I owe the sum of \$69.59 to William E. Graham, merchant, Slocan, and wish you to forward him cheque covering this amount. I enclose herewith bill showing this liability and this is your authority to issue cheque to him and to charge same against balance to my credit. Trusting that you will do this at once and Thanking you.

Yours truly,

Tomizo Kamada

Tomizo Kamada.

4931

May 17th, 1945.

The Manager,
The Bank of Montreal,
500 Granville Street,
Vancouver, B. C.

Dear Sir:

Re: Tomizo KAMADA
Reg. No. 03511

Enclosed herewith please find Custodian
cheque in the amount of \$1,100.00 payable to the
Receiver General of Canada for the purchase of 8th
Victory Loan Bonds through the Bank of Montreal,
Nelson, B. C., for the account of subject Japanese.

It is understood that these bonds will be
delivered to the Custodian to be held in safe-keeping
for Mr. KAMADA until such time as we receive further
instructions from the British Columbia Security Com-
mission.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:OH
Enc.



EVACUATION SECTION	
Rec'd	MAY 18 1945
File No.	4931
Ass.	
Referred	Richardson

BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,

VANCOUVER, B. C.

17th May 1945.

*file this please
R.*

Attention Mr. R. D. Richardson.

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
VANCOUVER, B. C.

Re: Tomizo KAMADA
Reg. No. 03511
Your File No. 4931

Dear Sir,

Confirming our conversation of today's date,
we wish to advise that we are willing to recommend that
this man be allowed to purchase \$1,000.00 worth of War
Bonds only on condition that they remain in your hands until
such time as this Commission gives permission for their
release.

Yours truly,

M. L. Brown,
Office Manager.

MMS/GM

MEMORANDUM RE SALE OF CHATTELS

(Apart from Auction Sales)

FILE NO: 4931

NAME: KAMADA, Tomio

DATE ADVERTISED:
(or other information)

APPRAISER'S NAME: Trepp Motors Ltd.

VALUATION: \$140.00

PURCHASE PRICE: \$140.00

COMMITTEE'S APPROVAL: March 22, 1946

PURCHASER'S FULL NAME: M. A. Toews

ADDRESS: Bailey Road, Surrey, B.C.

OCCUPATION:

BILL OF SALE REQUIRED:
(state if purchase
price already paid or
arrangements made)

YES

NO

Paid in full.

ENCUMBRANCES, IF ANY:

Nil

LIST OF CHATTELS SOLD:

A few household effects.
2 Electric brooders
Brooder stoves
1 Oil incubator

\$140.00

4931

January 22nd, 1946.

Re: Tomiso KAMADA, 1325 Bailey Rd., Surrey

Under instructions from the Custodian's Office we have appraised and sold to the tenant, M. A. Toews, the following goods:

A few household effects
2 electric brooders
Brooder stoves
1 oil incubator

\$ 140.00

Less our commission: 14.00

TOTAL: \$ 126.00

WJI:DP

(Signed) TRAPP MOTORS LTD.
C. D. Phipps

Submitted to Rural Advisory Committee

4931

10th September, 1946.

Mr. Tomiso KAMADA,
Registration No. 03511,
Slocan City, B.C.

Dear Sir:

Our representative at Slocan has forwarded your enquiry to this office. Certain nets were sold and credited to the account of J. TASAKA. However none were sold for the specific amount of \$95.00. In any case as we had no knowledge of your having any interest all his funds have been forwarded to him, and it will be necessary that you make some adjustment between yourselves regarding this matter.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA

SUN LIFE ASSURANCE COMPANY OF CANADA
HEAD OFFICE MONTREAL

VANCOUVER BRANCH
A. E. HAY, B.L.S., BRANCH MANAGER
C. E. HAY, BRANCH SECRETARY

ROYAL BANK BUILDING
VANCOUVER, B.C.

IN ALL CORRESPONDENCE ABOUT POLICIES
PLEASE REFER TO THIS NUMBER

November 26, 1946.

EVACUATION SECTION	
Rec'd	NOV 27 1946
File No.	4931/491
Ans.	
Referred	<i>[Signature]</i>

The Custodian of Enemy Property
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Policy No. 818,820 - T. Kamada

We do not know the present address of the above assured but he has applied to our Hamilton Office for a loan on his policy. Our Head Office have now sent us the enclosed cheque for \$700.00 in favour of Tomizo Kamada and Hisae Kamada, the assured's wife, for delivery to you.

If the payment may be made we shall be obliged if you will forward the cheque together with the extra copy of this letter, which we attach, to Sun Life Assurance Company of Canada, Sun Life Building, Hamilton, Ontario.

Yours faithfully,

C. E. Hay
BRANCH SECRETARY

Per: *[Signature]*

AFH/fmj
Enc.

4931 & 4911

26th November, 1946.

Sun Life Insurance Company of Canada,
Sun Life Building,
Hamilton, Ontario.

Dear Sirs:

Re: Policy No. 612,320 - Tomiso KAMADA

As requested by your Vancouver office, we are enclosing herewith cheque in favour of Tomiso KAMADA and Hisne KAMADA, for the sum of \$700.00, which this office has no objection to your remitting to the Japanese.

We are also enclosing at the Company's request, a copy of their letter to us.

Yours truly,

W.E. Anderson,
Office of the Custodian.

WRA:HA
Encls. 2
C.c. to Dept. of Labour.

December 19, 1947.

Mr. Tomiso KAMADA,
Registration No. 03511,
24 Charles Street,
St. Catharines, ONTARIO.

Dear Sir:

We duly received your letter of the 26th ultimo and in accordance with your request we are sending your three Dominion of Canada Victory Bonds, Nos. P5 A774367-\$100.00; P5 B0068269-\$500.00; and P5 B0068270-\$500.00, to you through the Royal Bank of Canada, Vancouver, B. C. You may call for them in a few days at the Royal Bank in St. Catharines, Ontario. We deducted their charges, amounting to \$1.75, from your account in this Office, and after deducting this amount you have a credit balance of \$317.39 remaining with the Custodian.

A statement of your account and the balance of your funds will be forwarded to you as soon as possible.

Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN

WJS/HMS

4931

February 9, 1948.

REGISTERED
Mr. Tomiso KAMADA,
Registration No. 03511,
24 Charles Street,
St. Catharines, ONTARIO.

Dear Sir:

We are in receipt of your letter of the 13th ultimo and, in accordance with your request, we are enclosing herewith our cheque for the sum of \$317.39, which represents the total amount at credit in your account with the Custodian. We are also enclosing herewith a statement of your account in this Office as from October 1, 1945.

Kindly acknowledge receipt of the above remittance at your early convenience.

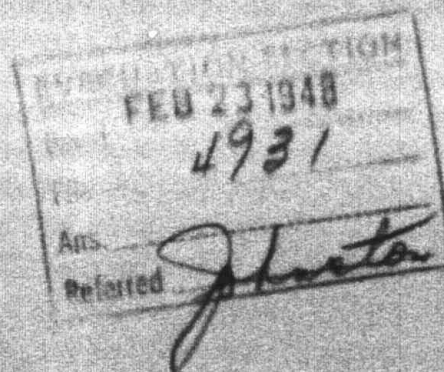
Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN

WJJ/EMS
Enc. (2)

24 Charles St.,
St. Catharines, Ont.
Feb. 17/48.

Department of the Secretary of State,
Office of the Custodian,
Vancouver, B.C.



Dear Sir:

I, today received the sum of \$317.39 in
cheque & also enclosed a statement of my account
from October 1, 1945.

On February 26/46 you sold my incubator for
only \$5.00. I am quite sure you sold it, ^{but} was that the only
~~low~~ price you could offer or isn't it mistaken with something
else.

Yours truly,

Tomio Kamada.

February 24, 1948.

Mr. Tomiso KAMADA,
Reg. No. 03511,
24 Charles Street,
St. Catharines, Ontario.

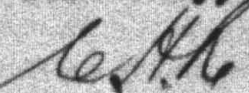
Dear Sir:

We have for acknowledgment your letter of the 17th instant regarding the sale of an incubator for \$5.00.

On your list of chattels you did not declare any incubators of any description, but in our statement of account sent to you on February 9th, there is an entry on January 8, 1946, "Proceeds, sale of Chattels, \$126.00" which includes one oil incubator, as per the attached memorandum.

The other incubator mentioned above and sold for \$5.00 was apparently found on your property. It was very old and in very poor condition, and the amount it was sold for was the only offer received for it.

Yours truly,



C. H. Reed,
Office of the Custodian.

CHR/fm

July 12, 1948.

Mr. R.M. Anderson,
c/o Kelly Douglas & Co. Ltd.,
Prince George, B. C.

Dear Sir:

Re: Case No. 1036
Tomizo KAMADA, Reg. # 03511
Known as 1325 Bailey Rd., R.R.1, New Westminster.
Lots 75 & 76 of SE 1/4 Sec. 36 Tp. 4 Map 1133 NWD
Rail point: Kennedy 1 1/2 miles.

This chicken farm, including a long list of chattels, household and farm, was leased to one John Baptiste BOUX by KAMADA on May 19, 1942 to 18 Jan. 1943; thereafter monthly tenancy.

There is nothing in the records here to indicate when Boux left the farm or the circumstances, but there is a lease to one Bernard Smith from 2 Nov. 1942 for 1 year which included specified chattels as follows:

- 1 electric brooder
- 1 oil incubator
- 2 hoes
- 1 axe & 1 crosscut saw.

The only Custodian inventory on file is one dated 13 April 1943 signed by yourself for a few household articles and appliances for raising chickens.

As there are a large number of articles missing, we are anxious to know the date and circumstances Boux left the farm, whether the buildings and contents were properly secured, and if the place was found in good order when Smith took over.

If you can recall the circumstances, we shall greatly appreciate your writing us as fully as possible at your earliest convenience.

Yours very truly,

B. Good,
Office of the Custodian.

RWM/nw

17/7/48

no answer
7 Oct 48

V.L.A.

DEC - 8 1947

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.

Ac 674
Ac 627P 2440A
Inv. 26

4931

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

- (1) NAME Kanada Tomiso (RCMP) Reg. No. 03511
(Print Surname Given Name)
- (2) Pre-Evacuation Address R. R. #1, 1325 Bailey Rd., New Westminster, B.C.
- (3) Present Address 24 Charles St., St. Catharines, Ontario.
- (4) REAL ESTATE
- (a) Street Address (if any) R. R. #1, 1325 Bailey Rd., New Westminster, B.C.
City or Municipality Province
- (b) Legal description (lot number, block number, section number, etc.)
Land Title #107257E, Lots #75 and 78 of Part of Lot 440, Group 2,
Map 1133, District of New Westminster.
- (c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) Residence Type of business Poultry and Strawberry Farm
(iii) Business
(iv) Any other type of property (describe)
- (d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.)
Sole Owner
- (e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - \$
(ii) Buildings - - - - - \$
(iii) If business, put value on business as going concern
(including land and buildings, tenancies, chattels,
fixtures, stock-in-trade, goodwill and accounts re-
ceivable) - - - - - \$
(iv) Total value (if you cannot give separate values for lands and buildings just
fill in total value) - - - - - \$ 4000.00
(v) Amount at which Custodian sold property and credited your account - - - \$ 1697.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 2303.00
- (5) PERSONAL PROPERTY
- (a) Place or places at which property was left by the claimant at date of evacuation
R. R. #1, 1325 Bailey Rd., New Westminster, B.C.
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
- (c) How stored or packed at time of evacuation Incubator, Bed, Garden Tools, Electric
Bulb, Wires, etc. were packed in one room in feed shed.

(over)

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

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

1. Household goods - List provided to	Estimated Value \$
2. Custodian	Estimated Value \$ 184.15
3. Garden Tools and Implements - List Provided	Estimated Value \$ 200.00
4. 4 Beds - List provided	Estimated Value \$ 130.00
5. 4 Tons Lime	Estimated Value \$ 20.00
6. 15 Rolls Fence Wire @ \$8.00	Estimated Value \$ 120.00
7. Electric light bulbs - 7-1/2 doz.	Estimated Value \$ 20.50
8. 4 Electric Brooders (chicken) @ \$40.00	Estimated Value \$ 160.00
9. 1 Fishing Boat 70' length 7' beam	Estimated Value \$
10. 7 Hp. Palma Engine - Value \$700.00	Estimated Value \$ 450.00
Sold by Custodian \$250.00	
11. 2 Incubators @ \$110.00	TOTAL CLAIM FOR PROPERTY LOSS \$ 1,504.65

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - - - - - \$ 3,797.65 3,707.65

(6) (a) Place at which claimant prefers to be heard.
(Vancouver, Kamloops, Nelson, Lethbridge,
Moose Jaw, Winnipeg, Toronto or Montreal.)
Toronto

(b) Do you require the services of an interpreter
at the hearing? Yes or no Yes

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

DOMINION OF CANADA,
County of York)
TO WIT:)

I, Tomizo Kamada
of Toronto
in the Province of Ontario

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the City
of Toronto

in the County of York
this 27th day of November
A.D. 1947.

Tomizo Kamada

A Commissioner &c.

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

to be attached to claim form.

4431

KANADA, Tomiso

Extract from Exhibit 7 case No. 1036 T. Kanada setting out in detail goods and tools claimed.

Goods

1 Kitchen Stove	\$50.00	1 mash cooker	\$30.00
1 Parlour stove	20.00	1 dozen buckets	12.00
2 cupboards	20.00	4 pottery barrels	10.00
6 chairs	3.00	1 dresser	15.00
1 baby chair	1.25	1 chiffonier	5.00
4 dozen small dishes	2.50	1 clock	2.00
2 dozen large dishes	3.60	2 dozen bowls	5.00
2 dozen cups	4.80		
	\$ 105.15		\$79.00
			\$184.50

ELECTRIC WIRE

#4	1000 ft.	#10	800 ft.	
#6	200 ft.	#12	500 ft.	
#8	500 ft.	#14	300 ft.	\$500.00
	1700		3300	

Beds

2 beds (including 2 mattress and springs)	@ \$40.00-\$80.00
2 beds (including 2 mattress and springs)	@ \$25.00-\$50.00
	\$130.00

Tools

1 dozen chick feeders		1 handsaw	
1 dozen chick feeders granite		2 digging forks	
1 dozen chick feeders troughs		1 hay fork	
4 axes		4 crowbars	
1 digging spades (square)		3 garden hoes	
3 digging spades (round)		2 chicken coop scrapers	
2 cross cut saw		5 pieces of land clearing tools (4 handles only)	
1 garden rake		3 wedges	
3 picks (2 handles)		2 square shovels	
1 grub hoe		2 hoes	
1 narrow spade with long handles		1 keg nails	
1 sledge hammer		1 double edged saw	
2 peavies		1 wheelbarrow	
5 brooms			
			\$200.00

Wire

15 rolls of fence wires	@ \$8.00	\$120.00
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4931
CASE NO. 1036.

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ont.,

May 12th, 1948.

IN THE MATTER OF THE CLAIM OF
TOMIO KANADA.

PROCEEDINGS AT HEARING.

P.G. Shears, Esq.

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E
(THE HONOURABLE MR. JUSTICE H.I. KIRD, COMMISSIONER).

10

Toronto, Ont.,
May 12th, 1948.

IN THE MATTER OF THE CLAIM OF
TONIZO KANADA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq., appearing for the
 Dominion Government.

F.A. BREWIN, Esq., appearing for the
 Claimant.

A. WATSON, Esq., Secretary.
D.J. HANDFORD, Esq., Official Interpreter.
T.P. HERRONIN, Esq., Official Reporter.

30

2
E. Kanada,
In Chief.

TONIZO KANADA, the claimant herein, being
first duly sworn, testified through
the Interpreter as follows:

DIRECT EXAMINATION BY MR. BREWIN:

Q Mr. Kanada, the first part of your claim is in
regard to a farm of approximately ten acres near
New Westminster, about 5 miles from New Westminster,
is that right? A: Yes.

Q And have you completed a form giving information about
the farm? A: Yes.

10 Q Is that your signature there? A: Yes.

Q And are the facts set out in that form correct?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. BREWIN: Perhaps I might ask my friend to file at this
stage the report of the Soldier Settlement Board.

MR. HUNTER: I will file the Soldier Settlement Board
appraisal as Exhibit 2.

(S.S.B. APPRAISAL MARKED EXHIBIT NO. 2).

20 MR. BREWIN: Q: Now I notice that you say this land was
originally purchased as long ago as 1904. Who
bought it at that time? A: My father.

Q And he transferred it to you in 1934, is that
right? A: Yes.

Q And had you lived on the property before he trans-
ferred it to you? A: Yes.

Q And I believe you have a document with you showing
t that the land belongs to you. I don't think we
need to go into that, but you have it?

A Yes.

30 Q And I think you also have a document that shows your

3
F. Kennedy,
In Chief.

father paid \$700.00 for it?

A: Yes.

Q And when was this land first cleared, or part of it?
I think some of it wasn't cleared. When was it first
started to be cleared?

A: 1934.

Q 1934, and were you there then? Did you see the
clearing that was being done? You had just bought it,
I suppose?

A: In 1928 we cleared
just sufficient to build the house, then my father
became sick and we didn't do any more clearing then
at that time.

10

Q Now when was later clearing done then?

A From 1934.

Q And I see you say that it cost \$250.00 an acre to
clear that. Does he know that personally?

A Yes. We had some clearing done with hired labour,
and that is what it cost per acre with hired labour,
\$250.00.

Q Did you have to use dynamite and that sort of thing?

THE COMMISSIONER: The clearing might be as heavy as
that.

20

MR. BREWIN: Yes. I think that is all in regard to the
farm, my lord. Oh no, I will just ask him one or
two more questions.

Q According to the Soldier Settlement Board report,
it was about a half a mile off the Scott main hard
surfaced road, a direct road to New Westminster, is
that correct?

A: Yes.

THE COMMISSIONER: Q: It is in the Kennedy area, is it?

A Yes.

30 MR. BREWIN: Q: It says, "The house is somewhat shacklike

T. Kanada,
In Chief.

and quite cheap. The poultry houses are good."

Is that correct?

At Yes.

MR. BREWIN: Now perhaps I should put in now, although it might have more relevance in regard to the chattels --

Q Is this a lease which you made of this property and some of the chattels for a Mr. Bour?

A Yes.

Q That is your signature, is it?

10 A Yes.

MR. BREWIN: I think, my lord, that should go in. This is dated the 19th of May, 1942, and it leases the land here set out and a number of chattels which are listed until the 18th of January, 1943. It is dated the 19th of May and it is for \$200.00 and thereafter from month to month at a rate of \$15.00 a month, and there are various other provisions that I think I need not read now.

(LEASE MARKED EXHIBIT NO. 3).

20 Q You arranged that lease yourself, did you?

A Yes.

Q What date were you actually evacuated, or did you leave?

A: 1942, in June.

Q So this lease was made a little while before you left, is that right?

At Yes.

MR. BREWIN: Now I think I would turn now to the personal property claim, and I think for convenience, my lord, we might deal with the fishing vessel separately. I will put this form in first.

30 Q Mr. Kanada, is that your signature on this document?

A Yes.

Q And this sets out some facts in regard to a fishing vessel that you owned, is that right?

A Yes.

Q And are the facts set out correct?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 4).

THE COMMISSIONER: This is a vessel sold by the Custodian, is it?

10 MR. HUNTER: Sold by the claimant, my lord. He signed the bill of sale.

MR. BREWIN: I am going to ask him about it.

MR. HUNTER: The bill of sale is here if you would like it.

THE COMMISSIONER: You better have him identify that as his signature if he did sign it.

MR. BREWIN: Q: Did you sign a bill of sale for this vessel, Mr. Kanada? dated the 26th of June, 1942? Perhaps you can tell us, is that your signature?

20 A Yes.

Q And the witness is Mr. Kimura, apparently?

A Yes.

MR. BREWIN: That is a sale for \$280.00, I think it is, \$260.00 perhaps, it is hard to read.

Q Did you approve of that sale?

THE COMMISSIONER: Well, will not the document speak for itself?

MR. BREWIN: Well, my lord --

THE COMMISSIONER: Is there any suggestion that it was
30 made under duress or something of that description?

6
T. Kamada,
In Chief.

MR. BREWIN: Well I don't know, my lord. To tell the truth, the claimant hasn't told me of this document.

THE COMMISSIONER: This man Kimura was the Japanese representative on the Fishing Vessels Disposal Committee.

MR. BREWIN: Yes, I remember his name, my lord.

Q Well, Mr. Kamada, perhaps in view of the fact this sale was made by yourself, or at least signed by yourself, are you making any claim for it?

A Yes, I have a claim.

10 MR. BREWIN: He is claiming.

THE COMMISSIONER: Well I will deal with it now, Mr. Brewin. I would like you to tell the witness, Mr. Interpreter, that I have no authority to deal with claims such as that which he makes now because of the fact that it has been shown that he sold the vessel apparently of his own free will, and signed the bill of sale, so I am disallowing the claim.

THE INTERPRETER: He says, "Yes, I understand that".

THE COMMISSIONER: Would you put that bill of sale in,

20 Mr. Hunter, so that the record is complete?

MR. HUNTER: I will file the bill of sale as Exhibit 5.

(BILL OF SALE MARKED EXHIBIT NO. 5).

MR. BREWIN: Q: In respect to other chattels which you are claiming for, have you prepared a form which has been signed by you?

A: Yes.

Q And is that the form and is that your signature?

A Yes.

Q And are the facts set out there correct?

A Yes.

30 MR. BREWIN: Perhaps that ought to be filed as an exhibit.

(STATEMENT MARKED EXHIBIT NO. 6).

MR. BREWIN: There is one item in connection with that which I found it a little hard to understand. I think perhaps it should be a fixture which would be an element to increase the value of the land, but I had better question the witness about it.

19 Q Witness, included in this form, Exhibit 4, which was filed, the last item is 4500 feet of electric wire, which was apparently typed in as "chicken wire" at one time, but I think it is supposed to be electric wire. Where was it?

A That was the wire that was used to carry a current to the various electric brooders.

Q Therefore it was actually connecting one of these brooders or houses with another? It was attached to the building? A: Yes, it was already attached and installed.

MR. BREWIN: It seems to me, if that is so, it shouldn't possibly be in the chattel claim probably.

20 THE COMMISSIONER: I will take it into consideration one way or the other. I take it you concede it would be a fixture.

MR. BREWIN: Well I don't know.

THE COMMISSIONER: Q: Is this copper wire?

A Yes.

MR. BREWIN: Well, my Lord, as your Lordship knows the cases on fixtures are very fine.

THE COMMISSIONER: Yes, it is very difficult to determine. In any case you are entitled to claim for it in one respect or the other.

30

T. Kamada,
In Chief.

THE INTERPRETER: He says: "I purchased it in 1940 and had it installed by a hardware merchant."

MR. BREWIN: Q: You actually paid \$600.00, did you?

A: Yes.

Q: Now I notice that on this claim in regard to personal property, some of it is in rather general terms, household goods and garden tools. Am I right in saying that that was set out in more detail in the form attached to your claim form? Has your Lordship that? I am sorry, the original claim form. Has it a list attached to it?

THE COMMISSIONER: It has a list on the back.

MR. BREWIN: My lord, I am in some embarrassment about this. Mr. Best prepared this claim and he has written on the copy of the claim I have, "Household goods, list provided to Custodian".

MR. HUNTER: There is none of mine.

MR. BREWIN: And then there is attached to the claim form that was left with us a more detailed list of what is under the item of goods and under the item "tools". My lord, I am sorry about this, but the only thing I can do is perhaps file this. I had understood from looking at this that it was filed by the claimant, with the claim.

THE COMMISSIONER: Apparently it was not. On the original that I have there is nothing except, and I can read it to you, "Household goods, list provided to Custodian, \$124.15; garden tools and implements, list provided, \$200.00; four beds, list provided, \$130.00; 4 tons lime, \$20.00".

9
W. Kamada,
In Chief.

MR. BREWIN: My lord, I wonder if I might stop your Lordship for the sake of saving time. I have that all written on the back of the form, then on the form we had attached a more detailed list, and as it said there was a list provided the Custodian, and I had assumed that this same list was attached to the form.

THE COMMISSIONER: You have not any record of it, even in your file?

20 MR. HUNTER: It isn't in our file.

MR. BREWIN: They are not very large items, and if I might file these now and if my friend has something further to add later about it, very good.

Q Mr. Kamada, attached to the copy of the claim form that you prepared for the benefit of the Co-Operative Committee appears a typed statement apparently in your own name. Did you make up that list yourself?

A Yes, it was typed according to my instructions.

Q That was done according to your instructions?

20 A Yes.

Q And I notice under the heading of goods there are a number of goods listed with specific amounts set against them, amounting in all to \$184.00 which is the amount of household goods claimed for by you in the main part of the form?

A Yes.

Q And those are the goods for which you are claiming, are you, under the general heading of household goods?

A: Yes.

30 Q And the amounts set out there, are they the values

T. Kanada,
In Chief.

that you put upon those goods? A: Yes.

Q I notice that you also include, I think, some electric wire in this list? A: Yes.

Q And then tools which you claimed for. There is a long list of tools here on the last page, is that correct? A: Yes.

Q I see. Instead of itemizing them separately, they are very small ones, you put a value of \$200.00?

A Yes.

10 Q That is your best estimate. You estimated them altogether, is that correct? A: Yes.

MR. BREWIN: My lord, may I file this document?

THE COMMISSIONER: If you mark it now, that will be Exhibit 7, and then you can withdraw it in order to have copies made for counsel and myself.

(LIST MARKED EXHIBIT NO. 7).

THE COMMISSIONER: I notice a 7 horsepower Palmer engine, I suppose it is, on the back of the claim.

MR. BREWIN: That was in the boat, sir. I am afraid
20 that comes out.

Q Now, Mr. Kanada, when you left the property, where did you leave these personal chattels that we have been discussing? A: All the

household utensils were left in the house and all the tools connected with the chicken ranch were left in the chicken houses.

Q Did you leave them in anybody's care?

A They were rented to the tenant.

Q They were rented to the tenant? Well, you have
30 already put in as an exhibit the house that is

V. Kenna,
In Chief,

Exhibit 3. There is a list of chattels included in the lease. I think there are some items in your claim that are not apparently included in this lease. What happened to them? Were they intended to be included?

At Yes, they also were intended to be leased and included in the lease. They were intended for the use of the tenant.

10 Q It was intended the tenant should have the use of all the household goods and farm implements?

A Yes.

Q And I notice there was a covenant by the lessee to "leave the above mentioned goods and chattels in as good condition and state of repair as at present, reasonable wear and tear only excepted". This lease apparently provides he shall look after them during the term of the lease?

A Yes.

20 Q I suppose you can't tell us what happened to the goods after the tenant vacated the premises, or after he left?

At No, I

don't know.

MR. BREWIN: That is all, thank you.

MR. HUNTER: It is submitted, my lord, the real property was sold for its fair market value. It is submitted that the personal property sold was sold for its fair market value. It is submitted that claims made for personal property not sold are exorbitant. It is submitted that these chattels were left

30 under the custody, control or management of some

T. Kanada,
In Chief.
Cross-Exam.

person other than the Custodian, appointed by the owner, and that accordingly only those chattels which came under the custody, control or management of the Custodian are within the terms of reference.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Kanada, I show you a photograph. Would you explain of what that is a photograph?

A On the left is my house,

10 Q Yes, and what are the buildings in the background?

A In the centre foreground is a packing shed and in the background, right along in the background, -- in the centre foreground the packing shed and in the centre middle distance is the feedhouse, and then in the background are the chicken houses.

MR. HUNTER: Yes, thank you. I tender this as Exhibit 8, my lord.

(PHOTOGRAPH MARKED EXHIBIT NO. 8).

MR. HUNTER: The real property, my lord, appears to be
20 largely a question of value. However, we have an interesting comparison in this case, something which rarely happens and that is in addition to the Soldier Settlement appraisal Gouthard, Sutherland & Company were asked to go out and make an appraisal of the buildings and they appraised the dwelling, woodshed and bath-house and four chicken houses. They didn't appraise the colony houses which were only of small significance, and the total appraisal came to \$1740.00. The total appraisal of the
30 Soldier Settlement Board for the same buildings

T. Kanada,
Cross-Exam.

came to \$1805.00.

THE COMMISSIONER: What was Goulthard's again?

MR. HUNTER: \$1740.00, and for the same buildings which are actually the main buildings, the others you will observe were appraised at a very low figure -- \$1805.00. It is true on the write-down that the Soldiers Settlement Board submitted on the fair market value they are down to \$1425.00, but I think this, at least, is of interest.

10 THE COMMISSIONER: It is helpful to get the comparison.

MR. HUNTER: It is always considered that the Soldiers Settlement Board are very conservative, and it was very interesting in this case --

MR. BREWIN: To see that someone else is conservative?

MR. HUNTER: -- that they may not be as conservative as my learned friend would like us to believe. As far as the chattels are concerned, I would file the analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 9).

20 THE COMMISSIONER: You are able to go on with this chattel claim, are you?

MR. HUNTER: Oh, I think so, my lord. I think when your Lordship sees the analysis you will realise why. Perhaps before we go on to the chattels, I had better give you the sale price which was \$1697.00 for the real property, my lord.

MR. BREWIN: Have you a copy of the valuation you referred to before? I think it was mentioned, and it should be put in.

30 MR. HUNTER: I would be glad to file it.

THE COMMISSIONER: Yes. That will be Exhibit 10.

MR. HUNTER: Yes. It is dated March 16th, 1943, the appraisal of buildings by Gaulthard, Sutherland Company Limited.

(APPRAISAL MARKED EXHIBIT NO. 10).

MR. HUNTER: The assessed value of the property is Lot 75, land, \$263.00, improvements \$1200.00, and Lot 76, land \$261.00, no improvements, total assessment, \$1724.00, that is for the year 1943. The taxes are \$18.26.

I tender the appraisal of Trapp Motors Limited, dated January 22nd, 1946, which states, "Under instructions from the Custodian's office, we have appraised and sold to the tenant, M.A. Towns, the following goods: A few household effects, 2 electric brooders, brooder stoves, 1 oil incubator, \$140.00." This was submitted to the rural Advisory Committee and approved on the 22nd of March, 1946.

(APPRAISAL MARKED EXHIBIT NO. 11).

20 MR. HUNTER: In addition to that, the lumber stored in the chicken house, plus approximately 800 feet of 1 x 4, and used shiplap lumber piled outside by the chicken house was sold for \$50.00 to S. Pearce. In support of that sale price it is interesting to observe here a letter which I believe was from the claimant.

MR. BREWIN: We are not making any claim for that, are we?

MR. HUNTER: I beg your pardon?

30 MR. BREWIN: We are not making any claim for the lumber.

T. Kanada,
Cross-Exam.

You are talking now about a quantity of lumber that was sold.

MR. HUNTER: I don't know, because I haven't a copy of that.

MR. BREWIN: I am very sure there isn't any claim for it.

MR. HUNTER: If there is no claim, then we won't bother with it.

THE COMMISSIONER: Can you help me with Exhibit 9, the Custodian's analysis, as to what this means?

10

"The balance of goods were either used on the property or discarded", I can understand the "discarded", but what is the suggestion back of "used on the property"? Is it that they were used by the claimant's tenant or used by the subsequent tenant put in by the Custodian?

MR. HUNTER: Yes, by the subsequent tenant, my lord.

Perhaps to clear the matter I should file the subsequent lease which includes one electric brooder, one oil incubator, two hoes, one axe, and one cross-cut saw.

20

THE COMMISSIONER: Those were the articles that were appraised by Trapp, were they not?

MR. HUNTER: I presume they were, my lord. He refers to more than that, though. I think you have the appraisal, my lord, and I have kind of lost track of the numbers.

THE COMMISSIONER: He said a few household effects, two electric brooders, brooder stoves, and one oil incubator.

30

MR. HUNTER: Yes. You see this includes one electric

T. Kanada,
Gross-Kaan.

brooder, one oil incubator, two hoes, one axe,
and one cross-cut saw. It doesn't include any
household furniture, and only one brooder.

10 MR. HERWIN: Then there is the statement on the claim
form that there is a provision in the latter lease,
I assume that is this lease, for sufficient space
for storage of chattels and effects on the premises
apart from the above mentioned. I suppose those
chattels are not listed in the general statement,
is there anything in your file that shows what
chattels there were apart from the above mentioned?

MR. HUNTER: I don't think so. There is the original
inventory which was made on April 15th, 1943. As
far as I know this is the only inventory, and I
would judge is considerably different from what is
attached to your claim, although I have never seen
it.

MR. HERWIN: I wonder if you would put that original
inventory in.

20 MR. HUNTER: I think, my lord, I should file this
original inventory made early in 1943.

THE COMMISSIONER: That was made by the Custodian, was it?

MR. HUNTER: Made by Anderson of the Custodian's office,
my lord. It must have been made somewhere around
the time when this second lease was made. The
second lease was made on the 12th of December, 1942,
and apparently in April of the next year, during
that lease, this inventory was taken. Now whether
anything that is in the claim filed disappeared
30 before this inventory was taken would be difficult

T. Landa,
Cross-Exam.

to say I should think.

THE COMMISSIONER: Yes, I should think it would be.

MR. HUNTER: But the values do not appear to be much, judging by the appraisal. I would tender that inventory, my lord.

(INVENTORY MARKED EXHIBIT NO. 12).

MR. BREWIN: I don't know whether my learned friend can help me on this, I don't suppose he can, but is there any information as to when Mr. Toews vacated the premises?

10

MR. HUNTER: I might find something in a note here.

THE COMMISSIONER: Well, Exhibit 9 shows that the sale of the articles to Bernard Smith took place on November 2nd, 1942. The lease was only made in May.

MR. BREWIN: Yes.

THE COMMISSIONER: He apparently was not there very long.

MR. HUNTER: Oh, he got out some time during 1942.

He did not complete his lease, my lord.

MR. BREWIN: I wonder, does my friend propose to file that lease?

20

MR. HUNTER: Yes, I do. It will be noticed that this lease goes up to the 18th of January, 1943, subject to any renewal, and he obviously left before the termination of his lease, my lord.

THE COMMISSIONER: You are putting in the lease to Smith, is it?

MR. HUNTER: Yes, I tender that. It is dated the 12th of December, 1942. It leases from the 2nd of November, 1942, to the 30th of October, 1943, for the sum of \$210.00. So that quite clearly I

30

T. Kamada,
Crown Agent.

Judge that the previous tenant vacated some time prior to the 2nd of November, probably in October. I would tender that as Exhibit 13, my lord.

(LEASE MARKED EXHIBIT NO. 13).

10 MR. HUNTER: Now, at the moment, my lord, I have no information as to the circumstances of the previous tenant vacating; whether notice was given so that the Custodian had a chance to protect the property, or whether he just vanished, I couldn't say, but I would like my friend to be aware of the fact that I may, when the circumstances do become apparent, that I may take the position and make the submission it was due to the claimant's own tenant disappearing.

MR. BREWIN: My friend can make that submission and I will reply that it makes no difference unless he could prove it was lost, destroyed or stolen.

THE COMMISSIONER: You are only being given notice now.

MR. HUNTER: There is nothing else I think at this time that I can tell you, my lord.

20 THE COMMISSIONER: Is there any re-examination, Mr. Brewin?

MR. BREWIN: No, I don't think so, my lord.

THE COMMISSIONER: That is all, thank you, Kamada.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

J. P. Horrobin
"T.P. HORROBIN"
Official Reporter.

DEFENCE BRIEF

Toronto, Ont.
12 May 1948

Tomiso KAMADA

V.L.A.

File No. A911

Case No. 1036 ✓

REAL PROPERTY CLAIM

1. Real Property Claim

\$4,000.00

Appraised at

\$1,728.95

Sold for

\$1,697.00

Witness: Ramsay, S.S.B. Appraiser.

Ex. 1 - Real Estate statement.

Ex. 2 - S.S.B. Appraisal

Ex. 3 - Lease land & chattels.

Ex. 10 - Trans. pages 12 & 13 -

Also appraised by Coulthard, Sutherland,
& Co. for \$1740.00. Total value
S.S.B. 1805.00.

Largely a question of value.

PERSONAL PROPERTY CLAIMS

2. Chattel Claim

\$1140.00

(a) Goods valued by claimant at 240.00 Sold by tender \$145.00

Witness: Trapp Motors, Appraiser.

(b) Goods valued at \$230.00 left under the custody, control
or management of someone other
than the Custodian, appointed by
the owner of the property.

Trans. 10 line 21-30 Trans. 11 line 1-22.
All household utensils were left in
the house and all tools connected with
the chicken ranch were left in the
chicken houses. These were rented
by claimant to the tenant. It was
intended that tenant should have
the use of all the household goods
and farm implements. Tenant was
put in by claimant. Tenant left
in October 1942 without notifying
Custodian.

(c) Goods undeclared and not found. \$50.00.
(2 Beds only declared)

*up beds
listed in lease.*

Witness: R. M. Anderson. ✓

Ex. 12 - Inventory 13/4/43.

(d) Sold with real property \$620.00.

*Hunter placed
this under TNS
& is liable to award*

Trans. 7 lines 1-30 and 8, 1-4.
Electric wire 500.00. Commissioner
says claimant is entitled to claim
for it either as a fixture or a
chattel. Both the electric wire
and the chicken fencing wire are
included in the S.S.B. Appraiser's
Report Ex. 2.

NOTE: No electric wire was
declared on J.P. Form dated 18 Apr. 42
but a supplementary list was received
(undated) declaring 4,500 ft. valued
at 500.00. On Ex. 6 he claims 500.00
for 4,500 ft. purchased in 1940 for
600.00. While on page 2 of Ex. 7
he gives in detail the sizes and
lengths of the wire which only
totals 3,300 feet, the dollar value
remaining at \$500. The cost of
3300 feet would be about 150.00 but
conceding an error in the detailed
figures of 36% it is doubtful if
the cost exceeded \$200.00.

Witness: Northern Electric Co.
to give evidence of
1941 prices. W

Submissions: Trans. 11 & 12, pages 24 to 30 and 1 to 4.
Real property sold for fair market value.
Personal property sold for fair market value.
Claims made for personal property not sold
are exorbitant. These chattels were left
under the custody, control, etc., accordingly
only those which came, etc. are within the
terms of reference.

RWN/nw

Name of Claimant **KANADA, Tunisie**Case **1036**Custodian File **4931**

<u>REAL PROPERTY</u>										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
					1007. Pump & Hammer	1174.05 620. - @ 46.9%				1174.05 285.20 ✓
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
			46%	900.00 280. -	424.00 128.80	145.00	27.42	46.20 ✓ 42.40		
TOTAL RECOMMENDATION										1605.45

October 17th, 1950.

Mr. Tomio KAMADA,
24 Charles St.,
St. Catharines, Ont.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1036

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 ... \$1,605.45.

Cheque in your favour is enclosed for \$1,494.60 and we have paid the Co-Operative Committee \$ 110.85 for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FCS/js
1 encl.