

5133

RECEIVED

STEVESTON BRANCH
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE No. 5733

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 INFORMATIONNAME: KONISHI, IkutaroHOME ADDRESS: P.O. Box 113, 125 Garry St., Steveston, B.C.REGISTRATION NUMBER 05106 SEX: Male AGE: 69OCCUPATION: 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: SelfMARRIED? YesNAME OF WIFE OR HUSBAND: MITSUADDRESS OF WIFE OR HUSBAND: Same addressNAMES OF ANY LIVING CHILDREN: NOBORU (M) KOMEI (M) TETSURO (M)KI (M) MIKAKO (F)EXHIBIT No. 1338-7DATE 2 June 1948FILED BY J. W. L. HunterADDRESS OF CHILDREN: Same addressAGE OF CHILDREN: 28, 25, 22, 18 and 15 yrs.**STATEMENT OF ALL REAL PROPERTY** (Each parcel must be mentioned and particulars given)1. LOCATION AND DESCRIPTION: Certificate of title #69050E.

Lot 20, of section 2, block 3 North Range 7 West mpa 963, in the
District of New Westminster, B.C. Located at 125 Garry St., Steveston

2. BUILDINGS AND OTHER IMPROVEMENTS: 9 room, 2-storey, frame, shingle
roof. Barn (24' X 34') Garage (20' X 28') Woodshed

3. INSURANCE (Give particulars; state where policies are) None4. TAXES (Amount and where payable) \$51.00 per yr. paid for 1942, payable at
Town Hall, Richmond, B.C.

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

Nonebarn, garage, and woodshed

(1) Leasing house to HENRY A. ROSEMEYER, Townsite, Steveston, B.C.
6. OCCUPANCY AND LEASES (If vacant so state) To be paid on May 1, 1942--\$10,
and on the first day of every month for the duration of the war, with
Japan. It is also agreed that the Lessee shall take out Fire Ins. for
\$3,000 to cover loss in case of fire.
(2) Leasing land to CHARLES H. BRADSHAW, Municipality of Richmond, B.C.
\$90.00 to be paid every year on the 15th of April, for the duration of
the war with Japan.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In own possession
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN 1 A. loganberry, 3/4 A. strawberry,

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: None
2. LANDLORD'S NAME AND ADDRESS: None
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None
4. STATE WHEREABOUTS OF LEASE: None
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: FARMING TOOLS: 1 weighing scale, 200 ft. water hose, 70 jam crates, 75 canning crates, 5 strawberry crates, farming equipment. General household goods; kitchen utensils, dinner sets and silver ware, furniture, beds, etc. Odd dishes, etc.; located 125 Garry St. Steveston. To be left in house and barn; left in charge of Mrs. Percy Norton. 126 Garry St., Steveston, B.C.

The following is a list of furniture left in charge of the lessee, HENRY A. ROSEMEYER: 1 wardrobe, 1 linen cabinet, 1 McClary duchess Kitchen range (ivory); 1 McClary #2300 Coal Stove (heater) 1 double bed with spring and mattress (iron) linoleum on floors, 1 book case, 1 lawn mower. These are all located at 125 Garry St., Steveston, B.C.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS 3 cats (1 white and 2 grey and white) for S.P.C.A.

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

4. INSURANCE CARRIED ON ABOVE PROPERTY: None5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
None7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
\$5 War Savings Certificate TA 377765, in own possession8. BANK ACCOUNTS: Royal Bank, Steveston Branch, K319, \$4004.029. LIFE INSURANCE: B.C. Mutual, Vancouver Branch, \$2,500, beneficiary
wife ~~KE~~ MITSU, policy #A3075, in own possession10. INTEREST IN ANY ESTATES OR TRUSTS: None11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None2. 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 23rd day of April 1942.

(Signature)

J. KonishiA. McArthur

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date June 30/43
February 12, 1943.

Our File No. 5133

Full Name KONISHI, Ikutaro
(Surname in Block Letters)

Registration No. 05106 Male - Female
(check) Age June 10, 1873

Former Address Box 113, Steveston, B. C.

Date Evacuated June 2, 1942 Naturalized - Canadian-Born - National
(check)

Present Address 5/12/47 7056 BORDEAUX
Grand Forks, B. C. MONTREAL, PQ

Married - Single
(check)

Name of Wife Mitsun - 05081

Name of Husband _____

Name of Mother _____ Name of Father _____

Names of Children under 16 Mikako (F) Aug. 22, 1926.

Requested by P. Hunter Registered with Custodian Yes
(Yes or No)

Additional Information Fisherman and Farmer

OUTLINE OF INFORMATION REQUIRED TO COMPLETE THIS FILE: No. 5133

Name of Owner of Property KONISHI, Ikutaro Registration No. 05106
Address: Police Registration Box 113, Steveston, B. C.
As declared P.O. Box 113, 125 Garry St., Steveston, B. C.
To which evacuated Grand Forks, B. C.

Internee or enemy alien relationship — Enemy File No. —
Family relationships: ~~husband~~ wife Mitsui File No. 4474
Children 16 or over Noboru (M) File No. 4690 K1 (M) File No. 4472
Tetsuro (M) File No. 4721 Mikako (F) - 14013 Komei (M) File No. 4476
Father — File No. — Mother — File No. —

Name of Original Investigator X
Bill received Copy sent to Accounting Department
Bill paid Date paid noted on bill

Name and address of Agent for Custodian
Terms of agency —

Name and address of Agent for Japanese
Terms of agency —

REAL PROPERTY (Real Estate):

Property address —
Legal description —
Search of Land Registry Office —
Search of Judgment Book —
Vesting order —
Certificate of encumbrance —
Tax Statement (and date for pre-payment) —
Water and other rates —
Encumbrances and particulars of each:
Mortgage —
Agreement for Sale —
Liens —
Judgments —
Notice of Tax Sale —
Others —
Insurance—full particulars —
Leases or rental arrangements—full particulars —
Liquidated or otherwise disposed of—full particulars —
Summary of Real Property, as at a given date —

PERSONAL PROPERTY:

Complete inventory showing various kinds of property:
Stock-in-trade —
Equipment —
Household goods —
Farm implements and tools —
Bills receivable and accounts receivable —
Choses in action —
Interest in an Incorporated Company in any protected area in British Columbia —
Fishing vessels sold or undisposed of —
Motor vehicles —
Cameras —
Radios —
Firearms —

IN EACH CASE:

Confirmation of ownership —
Encumbrances —
Where located —
In whose care and all particulars —
Insurance—full particulars —
Liquidated or otherwise disposed of —
Summary of Personal Property as at a given date —

LIABILITIES:

Claims (Bills payable and accounts payable)
Identified —
Supported by affidavit —
Confirmed —
Paid —
Dominion Income Tax —
Business Tax and Licences —
Workmen's Compensation —
Summary of Personal Liabilities, as at a given date —

RECAPITULATION:

Statement of affairs —

File No. 5133

November 2, 1946.

LIABILITY SUMMARY

Re: Ikutaro KOWISHI

Registration No. 05106

There are no claims against the above Japanese revealed
on the file.

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


George Peters
Office of the Custodian.

GP/10

November 2, 1946.

REAL PROPERTY SUMMARY

JAPANESE NAME: Ikutaro KONISHI, Registration No. 05106, File No. 5133

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

PROPERTY ADDRESS: 125 Garry Street, Steveston, B.C.

LEGAL DESCRIPTION: Lot 20 of Section 2, Block 3 North, Range 7 West, Map 963, Municipality of Richmond, District of New Westminster.

CLASSIFICATION: Dwelling, barn and garage - $4\frac{1}{2}$ acres of land.

ASSESSED VALUE: Land \$ 1174.00 Annual taxes \$ 50.64
Improvements \$ 2010.00

TITLE: Registered in the name of Ikutaro KONISHI.

ENCUMBRANCES: Registered Dyking Charge and 43384C Reservation of all coal oil mineral rights created by deed deposited 31292E. No indication of any unregistered.

Vesting Order No. 25168 - December 14, 1942.

HISTORY OF ADMINISTRATION: The Custodian's representative reports on May 11, 1942, "The house on the property is a frame, shingle roof, 8 room dwelling, $1\frac{1}{2}$ stories, with basement. It has been well kept and is in good repair. There is also a barn and a garage, both in good condition. The property consists of $4\frac{1}{2}$ acres, of which 1 acre is in loganberries and $\frac{1}{4}$ of an acre in strawberries, the balance being used as a garden."

Before evacuation KONISHI entered into a Lease Agreement with one Henry A. Rosemeyer covering the house, garage, barn and garden, only, consideration \$10.00 per month plus fire insurance coverage in the amount of \$3,000.00. The term of the Agreement was the duration of the war with Japan. The Lease includes the furniture and fixtures according to the inventory.

The surrounding land was leased to Charles H. Bradbury from April 15, 1942 for the duration of the war, consideration being \$90.00 per year.

Fire insurance coverage in the amount of \$3,000.00 was placed and paid for by Rosemeyer in accordance with the Lease.

November 2, 1946.

Real Property Summary (Continued)

These tenancies were not disturbed by the Custodian.

Sold to the Director, The Veterans' Land Act for \$2602.00.

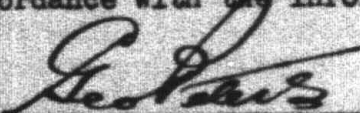
Adjustments calculated as of January 1st, 1943.
Funds from the sale of the property released to KONISHI's account on January 12, 1944.

Certificate of Title # 165785-E delivered to the Director on January 13, 1944.

A complete statement of the transaction was forwarded to KONISHI on April 19, 1944.

PROTEST: See KONISHI's letter dated January 15, 1945.

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



George Peters,
Office of the Custodian.

GP/ic

REAL PROPERTY CLAIM

CLAIMANT Ikutaro KONISHI Regn No 05106

PROP. SUBJECT Lot 20 of Sec 2 B3N/7W
OF CLAIM Map 963 Mun. Richmond, D.N.W.

known as

125 Garry St., Steveston, B.C.

CLAIM	Est. value:	Land	\$2250.
		Improvements	5700.
			\$7950.
	Cstdn cr	2602.	(Correct gross)
	CLAIM		\$5248.

REFERENCESHISTORY

JP Declared 23 Apr 42 land and 9 rm 2 storey, frame, shing
roof dwelling. Barn 24x34, garage 20x28, woodshed.
1 ac Loganberries, $\frac{3}{4}$ ac strawberries.

RP.1 J.D. Mather's report 11 May 42 notes property $4\frac{1}{2}$ ac
with 8 rm house, plus barn and garage.

RP.2 C of E #50800 d/15 Dec 42 notes vesting in Custodian and
title in name of Claimant, plus:
Regd. dyking charge
Reservation of all coal, oil, mineral rights.

RP.3 House photographed 13 Apr 43

RP.4 Assessed 1942: Land \$1174.
Improvements 2010. \$3184.00
Taxes 47.94
Dyking charge 2.70 \$ 50.64

RP.5 Appraised VLA 23 Jul 42 \$2600.

RP.6 Sold to VLA as at 1 Jan 43 \$2602.00

NOTE - No appraisal nor offer to purchase other than VLA rec'd

XXX

X Ikutaro KONISHI applied for BC 'OLD AGE PENSION' X

X whilst resident in BC. In the event of adjudi- X

X cation in his favour, this matter should be taken X

X up with this Department. X

XXX

JC/..

This Indenture

Made in duplicate the Fifteenth day of April in the year of Our Lord one thousand nine hundred and forty two.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

IKUTARO KONISHI, of the Municipality of Richmond in the Province of British Columbia, Farmer,

Insert full Names, Addresses and Occupations of parties.

hereinafter called the "Lessor" of the First Part:

And

CHARLES H. BRADBURY, of the Municipality and Province aforesaid, Farmer.

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, All and Singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of Richmond in the Province of British Columbia and more particularly known and described as:

Lot Twenty (20) of Section Two (2) Block Three (3) North Range Seven (7) West Map Nine Hundred and Sixty-three (963) in the District of New Westminster.

It is understood and agreed that the above description does not cover the leasing of the Dwelling, Orchard, Barn and Garage

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining, excepting as aforesaid

From the Fifteenth day of April one thousand nine hundred and forty two for the term of the duration of the war with Japan ~~thence ensuing~~.

Yielding during the said term therefor the rent of ---Ninety (\$90.00)----- Dollars, per Annum----- of lawful money of Canada, payable on the following days and times that is to say:

The sum of Ninety Dollars (\$90.00) on the signing of this agreement the receipt of which is hereby acknowledged, and a further sum of Ninety Dollars (\$90.00) on the Fifteenth day of April in each and every year during the term of this agreement.

It is also understood and agreed that, should the Lessor return to Steveston before the Fifteenth day of April in any year, then the Lessee will relinquish the property on the usual notice of 30 days being given to the Lessee by the Lessor

It is also agreed and understood that should the Lessee be called up by the Government or is incapacitated by illness, that he be allowed the usual notice of 30 days notice to relinquish the property.

the first payment to be made on the day of , 194

That the said Lessee covenants with the said Lessor to pay rent; ~~and to pay taxes~~; and to pay rates for water, electric light, gas and telephone.

And to repair; and to keep up fences; and not to cut down timber;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

And will not assign without leave; ~~and will not sublet without leave~~.

And that he will leave premises in good repair;

And that he will not carry on any business that shall be deemed a nuisance on the premises.

Proviso for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.

Proviso for re-entry on seizure or forfeiture of the said term.

The said Lessor covenants with the said Lessee for quiet enjoyment.

And also that if the term hereby granted shall be at any time seized or taken in execution or in 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 the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

And it is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

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.

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

In Witness Whereof the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature of Witness *Thomas L. Long*
Street Address 78 Georgia Street,
City or Town Steveston, B.C.
Occupation A Commissioner Etc.

I Kutarō Konishi

W. H. Bradbury

This Indenture

Made in duplicate the Fifteenth day of April in the year of Our Lord one thousand nine hundred and forty two

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

IKUTARO KONISHI, of the Municipality of Richmond in the Province of British Columbia, Farmer.

Insert full Names, Addresses and Occupations of parties.

hereinafter called the "Lessor" of the First Part:

And

HENRY A. ROSEMEYER, of the Townsite of Steveston in the Province of British Columbia, Lineman.

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, All and Singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of Richmond in the Province of British Columbia and more particularly known and described as:

Lot Twenty (20) of Section Two (2) Block Three (3) North Range Seven (7) West Map Nine Hundred and Sixty-three (963) in the District of New Westminster.

This covers the House, Garage, Barn and Garden only and not the Field.

EXHIBIT No. 1338-9
DATE 2 June 1948
FILED BY J. W. G. Munster

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining, together with Furniture and Fixtures according to Inventory attached and which is hereby made part of this agreement.

From the
Fifteenth
day of
April
one
for the
term of the duration of the war with Japan
Yielding during the said term therefor the rent of ---Ten (\$10.00) --- Dollars
per month ---

of lawful money of Canada, payable on the following days and times that is to say:

The sum of Ten Dollars (\$10.00) on the first day of
May in the year 1942, and the further sum of Ten
Dollars (\$10.00) on the first day of each and every
month during the term of this agreement.

and it is also agreed that the Lessee shall take
out fire insurance in any recognised company in the
amount of Three Thousand Dollars (\$3000.00) to
cover loss in case of fire.

the first payment to be made on the
day of
194

That the said Lessee covenants with the said Lessor to pay rent; and to pay taxes; and to pay rates
for water, electric light, gas and telephone.

And to repair; and to keep up fences; and not to cut down timber;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair
according to notice.

And will not assign without leave; and will not sublet without leave.

And that he will leave premises in good repair;

And that he will not carry on any business that shall be deemed a nuisance on the premises.

Provide for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.

Provide for re-entry on seizure or forfeiture of the said term.

The said Lessor covenants with the said Lessee for quiet enjoyment.

Provide for re-entry on the termination of the war or on the return of
the Lessee to Stevenson on giving the usual 30 days notice by the
Lessor to the Lessee.

And also that if the term hereby granted shall be at any time seized or taken in execution or in 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 the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

And it is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

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.

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

In Witness Whereof the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature of Witness

Street Address 78 Georgia Street

City or Town Steveston, B.C.

Occupation A Commissioner Etc.

I Kutarō Konishi

Henry G. Rosemeyer

Below is a list of Furniture left in charge of
Henry A. Rosemeyer at 125 Garry Road.

1 Wardrobe,

1 Linen Cabinet,

1 McClary Duchess Kitchen Range, (Ivory)

1 McClary No. 2300 Coal Stove, (Heater)

1 Double Bed with Spring and Mattress, (Iron)

Linoleum on Floors,

1 Book Case,

1 Lawn Mower,

Henry A. Rosemeyer

BC-544-P
BC-270-B
COPY

Farm Appraisal Report

File No. J.L.565

Land Description Lot 20 of a subdiv. of Sec. 2, Blk. 3N, Rge. 7N, T. 8N, R. 1E
House #125 Containing 4.5 more or less Acres

Owner's Name I. KOWISHY Post Office Address R. R. 1, Steveston, B.C.

Nearest Rail Point Y Station on B.C.E.R. Ry. Distance 1/2 mile

Market Town Steveston 1 mile - Vancouver Distance 10 miles

Church (give denomination) All Denominations Distance 1-3 miles

Nearest School Steveston Distance 1 mile

State how property was identified Regt. Plan, road and boundary check

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

Has 264' frontage on Garry Street along south boundary; good hard surfaced road.

Is this district a good one? Yes, closely settled and about 10 miles from Vancouver.

Employment opportunity Fairly good at seasonal fishing, farming and industrial - Vancouver.

Predominating Nationality and religion British, Protestant religion.

Describe Fencing and its condition Some old wire at boundaries but generally poor and negligible.

Water supply City water in dwelling and plumbing installed except bathroom

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE #125	24 x 39	Lumber	16	Shingles	10 yr.	Cement	Good	1800.00
" Addition	7 x 15	"	10	"	"	"	"	
Front verandah	6 x 20	"	10	"	"	"	"	
Garage	x	"	6	"	"	Posts	Fair	10.00
Workshed	12 x 22	"	14	"	"	Cement	Good	450.00
cow Nat. shed	24 x 24	"	12	"	15 "	Posts	Fair	90.00
Shed	20 x 28	"						
GRANARY	x							
	x							
	x							
	x							

Electric light installed in buildings

Total present day value \$ 2350.00

\$ 1750.00

Total Value Buildings add to farm

Is dwelling habitable without repairs? Yes If not what is your approximate estimate of cost to make it habitable? 1 1/2 story building with full basement but no furnace. Hot & cold water with toilet

and wash bowl in addition off kitchen, and an extra toilet in the basement

Describe the basement and chimneys Built up basement, 6' clearance, cement sills & floor; 2 brick chimneys to ground.

No. rooms downstairs? 4 Upstairs? 4 How finished Interior shiplap and wall paper or V. Joint.

Are buildings painted? Yes Condition of paint Fairly good

Distance from nearest bush Unexposed

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

Cultivated Land

BC/870-2
BG/870-3

Page 2

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
4.5	Level 4.5 ac	Clay loam 12" to 18"	Clay	1 ac. logans about average condition; balance oats or old run out straws.	\$200	900.00

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

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 \$ 900.00

Total added by buildings to value of farm \$ 1750.00

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

Total value of farm \$ 2650.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied: Farm in good condition and tillage. Occupied by Japanese owner and family for a number of years, and a tenant in residence since he was evacuated.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any. Small fruit and truck farming in conjunction with some local employment.

Noxious weeds:

Some thistle in spots but not bad.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Municipality of Richmond 1942 taxes including dyke and drainage - Total \$50.64

Date: July 18th, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 17th day of July 1942.

Inspector's Signature

"J.D. PATTERSON"

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

Farm Appraisal Report

Remarks Property quite well situated on the north side of Garry Street, about 1 mile from Steveston and 10 miles from Vancouver.

Land is rented to Mr. Chas. E. Bradbury for duration of war at \$90 annually, payable April 15th each year. Dwelling, woodshed and garage and home orchard of about 20 mixed fruit trees are rented to Mr. H. A. Rosemeyer at \$10 a month. The latter I believe is an employee of one of the local fish canning companies.

(FOR ORCHARD LANDS ONLY)

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

Level land lying about a mile north of the Fraser River at Steveston.

Fertile alluvial loam soil, subject to Lulu Island dyking and drainage taxes.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

See taxes on page 1. Dike and drainage taxes are combined in statement furnished by the Municipality of Richmond at total \$50.64.

ORCHARDS, SMALL FRUITS, ETC.

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

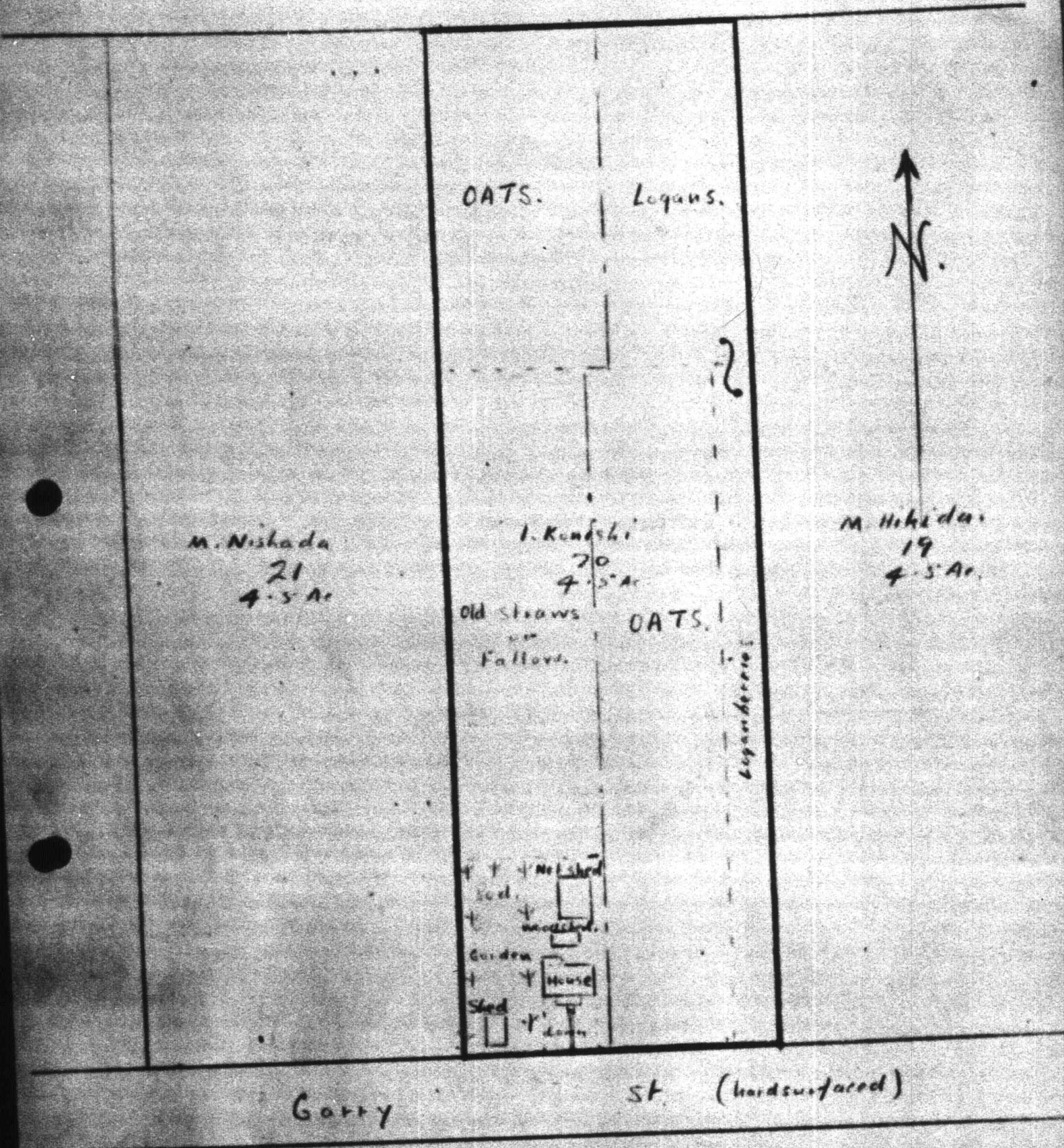
<u>Crops</u>	<u>Present Value</u>
Lemons, 1 acre approx. about average condition	\$ _____
Oats 2 " " " " "	\$ _____
Balance old straw, and fallow to be plowed.	\$ _____
Bare orchard 20 mixed fruit trees - only fair.	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total	\$ _____

Amount fruit trees add to value of farm \$_____

Scale 200' = 1 inch

Diagram of Property - in Red - I. Konishi property.

Lot 20, Sec 2, Blk. 3 N., Rge. 7 W., Map 963 N.W.D.



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

value is \$ 2800

Date 23rd July 19 42.

"I.T. BARNET"

District Superintendent.

SOLDIER SETTLEMENT and VETERANS' LAND ACT

File No. BC/514P
(JL-565)

Vancouver, B.C.

January 18th, 1944.

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

KONISHI Shuntaro. 5/33.

Dear Sir:-

Re: Lot 20 of Sec. 2, Blk. 3, N., Rge. 7, W.
Map 963.
MUNICIPALITY OF RICHMOND

I beg to acknowledge receipt of Duplicate Certificate of Title No. 165785E 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 \$ 28,802.14, in favour of The Secretary of State, forwarded to you and dated January 12th, 1944, is the amount of the purchase price in full of the above land arrived at as follows:-

Purchase Price	- \$ 2,602.00
Less arrears of taxes to January 1st, 1943,	- \$ -
Amount paid to Secretary of State	- \$ 2,602.00

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

Yours truly,

W.K. Chandler

W.K. Chandler,
LEGAL ADVISER.

WKC/W

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

JAN 19 1944

Date

W.K. Chandler
Solicitor for
The Secretary of State

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO. 5133

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

P.O. Box 635,
Steveston, B.C.,
25th January 1943.

Mrs D. Norton,
126 Garry Street,
Steveston, B.C.

Dear ~~Sir~~ Madam:

Re: KONISHI, Ikaturu

The above has declared to the Custodian that the
undernoted articles have been left in your care:

see reverse side for list.

Please acknowledge holding these articles by
signing and returning to this office the declaration on the
attached copy of this letter in the enclosed envelope.

Yours truly,

Protection Department.

*certified
28 Jan 43
J.F.*

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO. 5133

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

P.O. Box 635,
Steveston, B.C.,
25th January 1945. 1943

Mr Henry A. Rosemeyer,
125 Garry Street,
Steveston, B.C.

Dear Sir:

Re: KONISHI, Ikutaro

The above has declared to the Custodian that the
undernoted articles have been left in your care:
1 Wardrobe, 1 Linen cabinet, 1 McClary Duchess kitchen
range (ivory), 1 McClary #2300 Coal stove (heater), 1 double
bed with spring and mattress (iron), linoleum on floors,
1 book case, 1 Lawn mower.

Please acknowledge holding these articles by
signing and returning to this office the declaration on the
attached copy of this letter in the enclosed envelope.

Yours truly,

B. Robinson

Protection Department.

1 Encl.

H. A. Rosemeyer

File No. 5133
4474

August 2, 1943

MEMORANDUM

To: Files
From: Mr. R. B. Mackenzie

Re: KONISHI, Mr. & Mrs. Ikuaro

These files are in order as to chattels and can be closed.

Mrs. Konishi declares a sewing machine and a washing machine stored at 125 Gary Street in care of Mrs. Norton. This is acknowledged by Mrs. Norton on our Form 14 dated January 25/43.

Some of the chattels are leased with the house at 125 Gary Street and acknowledged by the tenant, Mr. Henry A. Rosemeyer, on our Form 14, dated January 25, 1943.

The balance of the chattels are stored in a room and barn at 125 Gary Street in charge of Mrs. Norton and acknowledged by her on our Form 14, dated January 25, 1943.

R. B. Mackenzie

125/77

November 2, 1946.

PERSONAL PROPERTY SUMMARY

Re: Ikutaro KONISHI
Registration No. 05106

CHATELS:

See Chattel Summary.

SPECIFIED
ARTICLES:

There are no cameras, radios, fire arms or motor vehicles revealed in the registration or the file.

BANK
ACCOUNT:

Royal Bank of Canada, Steveston, B.C. Account #K-319, amount \$4004.42.

The Royal Bank of Canada state in their letter of March 4, 1946, this account was closed October 14, 1943, by transfer to the Canadian Bank of Commerce, Grand Forks, B.C.
No action required by Custodian.

BONDS:

\$5.00 War Savings Certificate in owner's possession. As this did not come under the control of the Custodian, no action required.

LIFE
INSURANCE:

\$2500.00 policy #A3075, B.C. Mutual, Vancouver Branch, in owner's possession. As this did not come under the control of the Custodian, no action required.

ACCOUNTS
RECEIVABLE:

Refund of \$5.50 was received from War Savings Certificates being purchased under the name of the "Steveston Fish." The registrar supplied the name of KONISHI and the amount of his proportion, which was credited to his account.

No property interests other than those mentioned above are found on the file.

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



George Peters,
Office of the Custodian.

GP/ic

19 Apr 48

PERSONAL PROPERTY CLAIM

CLAIMANT Ikutaro KONISHI Regn No 05106

FORMER ADDRESS 125 Garry St., Steveston, B.C.

CLAIM 4 items to a value of \$123.00

REFERENCESHISTORY

JP Declaration as per Form JP noted on Analysis of Claim.

PP.1 a,b. Cstdn procured signed inventory from Dorothy WORTON of chattels left with her. 25 Jan 43.
Ditto H.A. Rosemeyer 25 Jan 43.

PP.2a,b,c. BC Sec Comm. letter 11 Mar 44 requests extra funds to
a) pay for chattels shipped by Konishi's son from Steveston to ?
Permission was granted by BC Sec Comm for Konishi's son to visit Steveston (not by Custodian).
c) Custodian procures list of goods shipped.

PP.3 Routine check of chattels by Cstdn resulted in Mrs. NORTON visiting Cstdn office 20 Feb 45 and informed Cstdn that washing machine left in her care as per JP had been sold by Konishi without advising this office. Konishi wrote to in this regard.

PP.4 Konishi answer 24 Feb 45 to PP.3 states he "overlooked the matter...reporting to your office", and "it was one of the deal I made when I was there sometime last Feb 1944."

PP.5 Mrs. Norton revisited Cstdn 7 Mar 45 and memo notes various chattels (amongst which is the Scale claimed on) which Mrs. Norton is prepared to look after as per Form JP. charges

PP.6 Cstdn 2 Nov 46 ~~informed~~ Konishi with having dealt with chattels without consulting Cstdn. Cstdn asks Konishi advise him if this not correct. NO ANSWER FROM KONISHI AT ANY TIME.

PP.7 Rosemeyer letter 5 Nov 46 advises Cstdn of various chattels he purchased ~~from~~ from Konishi, also chattels given by Konishi as gift to him. CSTDN NEVER AWARE OF THIS UNTIL TOLD BY ROSEMEYER.

IN REGARD TO THE CLAIM: The only item claimed on which is referred to anywhere in the file is the "Champion Scale". In view of the fact that Konishi disposed of his chattels without regard to the Cstdn., it would appear that the Cstdn left the Scale with Mrs. Norton to whom Konishi had entrusted it with prior to evacuation. It presumably is still with her. (Not now in City directory)
The balance of the articles claimed on were never declared, inventoried, referred to or found.

Why did young Konishi leave them when he disposed of everything else?
From the file they appear to be a figment of Konishi's imagination.

JC/..

February 15, 1944

MEMORANDUM

of

Goods Shipped

To: File 5133

From: Mr. R. B. Mackenzie

Re: I. KONISHI—Reg. No. 05106
GRAND FORKS, B. C.

3 cartons
3 boxes
1 tin can
1 large box (china)
1 crated desk
3 bundles bed ends
3 springs
1 bundle side rails (6)
1 box fish
2 boxes tools
1 crated sewing machine (2 pieces)
1 mirror crated
1 large box
1 box magazines
2 wooden tubs
1 apple box

RBM:JS

(Picked out by Konishi)

MEMORANDUM

File 5133

March 7, 1945.

TO: The File
FROM: Mr. R. B. Mackenzie

RE: Ikutaro KONISHI 05106

Mrs. Dorothy Norton called at this office today bringing with her two letters she received from members of the KONISHI family. The first letter asked her to ship 6 kitchen chairs and one parcel left in her care. Neither Mr. or Mrs. Norton care to undertake this work so the shipment will not be made.

The second letter refers to a bedroom suite. They do not want it sold at auction and Mrs. Norton is willing to keep it in her house along with the six kitchen chairs, parcel and a platform scale, which she has been looking after. The Custodian is quite willing to allow Mrs. Norton to look after these things as she has been doing, but reserves the right to remove the articles when necessary after giving her due notice.

REM:LEM

RBM

November 2, 1946.

CHattel SUMMARY

Re: Ikutaro KONISHI
Registration No. 05106

Before evacuation, KONISHI declared chattels and equipment left in the care of his tenants, Mrs. Percy Norton and Mr. H.A. Rosemeyer (See Chattel Schedule).

In addition to what was declared, Mrs. Norton came to the office of the Custodian and stated in the name of KONISHI, she had a washing machine, sewing machine, bedroom suite and 6 kitchen chairs.

Although the Custodian refused permission for the son of KONISHI to come into the protected area to sort chattels, the file reveals the B.C. Security Commission gave him permission and it is noted on February 15, 1944, a memorandum on file of articles shipped to Grand Forks, B.C.

It is noted a double-bed was also shipped from the goods left in care of H.A. Rosemeyer. In a telephone conversation with Mrs. H.A. Rosemeyer, November 1, 1946, (she is living with her father, Mr. Playle at Maxwell Street, near Kingsway, Vancouver, phone FA 2731-R), she claims the

wardrobe
linen cabinet
McClary kitchen range
Book case

were sold by KONISHI's son to them, and he received cash for same. She states the lawn mower was given to them.


The McClary coal-stove heater was sold to another party in Steveston, by KONISHI. There is no record on file of permission being granted by the Custodian, or having received any word from KONISHI of this transaction.

Mrs. Norton states she purchased a few items from KONISHI and has in her possession only 6 kitchen chairs. KONISHI has requested these be shipped to him.

The washing machine was sold by KONISHI to David Lloyd and this money was received direct by KONISHI and acknowledged by him.

Under the circumstances, we must consider all chattels were dealt with by KONISHI's son.

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


George Peters,
Office of the Custodian.

November 2, 1946.

CHATTEL SCHEDULERe: Ikutaro KONISHI
Registration No. 05106JAPANESE DECLARATION APRIL 23, 1942.

1 weighing scale
200 ft. water hose
70 jam crates
75 canning crates
5 strawberry crates
farming equipment
General household goods
Kitchen utensils
Dinner sets
Silverware
Furniture, beds, etc.
Odd dishes, etc.

SEE CHATTEL SUMMARY FOR
DISPOSITION.

Located at 125 Garry Street in house and barn. Left in
charge of Mrs. Percy Norton, 126 Garry St. Steveston, B.C.

GOODS LEFT IN CHARGE OF LESSEE, H.A. Rosemeyer

1 wardrobe
1 linen cabinet
1 McClary duchess kitchen range (Ivory)
1 McClary 2300 coal stove (heater)
1 double bed, spring, and mattress (iron)
Linoleum on floors
1 Bookcase
1 Lawn mower

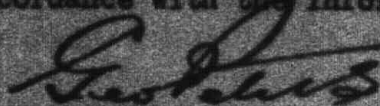
SEE CHATTEL SUMMARY FOR
DISPOSITIONLETTER FROM MRS. D. NORTON GOODS IN HER CARE, SEE DECEMBER 10, 1942

2 washing machines
2 sewing machines
~~1 sewing machine~~ 1 sewing machine
1 bedroom suite
6 kitchen chairs (added by pencil December 11, 1942)

SEE CHATTEL SUMMARY FOR
DISPOSITION

See signed Inventories by Rosemeyer and Norton January 25, 1943.

The above Schedule is certified to be in
accordance with the information above.



George Peters,
Office of the Custodian.

EVACUATION SECTION
 Rec'd. JAN 15 1944
 File No. _____
 Ans. _____
 Referred 65-4

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Address Box 133
Grand Forks B.C.

Date Jan 10 1943

To: The Secretary of State, acting in his capacity as Custodian, Vancouver, B.C.

I, Shutaro Koushi, Police Registration No. 05706

hereby request you to release to me the under-noted property stored at 125 Garry St. Steveston B.C.

in possession of Henry A. Rosenberger (leased house)

and I release you from any claim whatsoever with respect to such property.

Description of Property:

(not only) Double Bed & spring ^{color} walnut. Leased to Henry A. Rosenberger.
1 only "Alomite" Grease Gun stored at 125 Garry St. Steveston B.C.
2 only Plate glass size about 24" x 18" stored at 125 Garry St. Steveston B.C.
1 (not only) Single Bed & spring ^{color} walnut stored at 125 Garry St. Steveston B.C.

Original Address 125 Garry St. Steveston B.C.

Date Evacuated to Vancouver June 3 1942

Date Evacuated to Present Address June 4 1942

Number in Family - 12 years and over 8 persons

Number in Family - 5 to 11 years old _____

Number in Family - under 5 _____

TOTAL NUMBER IN FAMILY 8 persons

I agree to pay all charges as required by the British Columbia Security Commission.

APPROVED:
 BRITISH COLUMBIA SECURITY COMMISSION

Per: _____

S. Koushi
 Claimant Signs Here

C
O
P
Y

126 Garry Street,
Steveston, B. C.
December 10, 1942.

Dear Sir:

This is to state that I have in my care the
keys for an out building and a locked room at the home
of 125 Garry Street, also

2 washing machines
2 sewing "
1 weigh scales
1 bedroom suite.

I am,

Yours truly,

D. Norton.

*Mr. James W. W. W.
to buy 1 washing machine*

5133

P.O.Box 635,
Steveston, B.C.,
25th January 1943.

Mrs. D. Norton,
126 Garry Street,
Steveston, B.C.

Dear Madam:

Re: KONISHI, Ikutaro

Referring to your letter of the 10th December last, addressed to the Custodian at Vancouver, we now have a letter from Vancouver reading in part as follows:

"This Japanese declares the following effects to be left in house and barn at 125 Garry Street, in charge of Mrs Norton. These are no doubt the effects mentioned in the letter for which she has the keys: 1 weighing scale, 200 ft. water hose, 70 jam crates, 75 canning crates, 5 strawberry crates, farming equipment, general household goods, kitchen utensils, dinner sets and silverware, furniture, beds, etc, odd dishes, etc.

In order to complete our records please be good enough to sign and return to this office the enclosed declaration, covering the above and the articles mentioned in your letter.

Yours truly,

C.C. Robinson

Encl.
HJS.

DEPARTMENT OF
LABOUR



BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,
VANCOUVER, B.C.,
January 17th, 1944.

✓
C.C. Robinson, Esq.,
Custodian Agent,
P.O. Box 635,
STEVESTON, B.C.

Re: KONISHI, Ikutaro #05106

Referring to Custodian Release for above sent
you January 14th, this man's son will be in Steveston during
the next two weeks to assist in picking out his father's
goods. Please allow him to do this.

BRITISH COLUMBIA SECURITY COMMISSION

CWF:FF

c.c. Gen. Files

Custodian of Alien Property

A handwritten signature in cursive script, appearing to read 'C.W. Fisher'.
C.W. Fisher
Transportation

H. WALLACE
F. S. WOODHOUSE

FIRE
WINDSTORM
AUTOMOBILE
CASUALTY

The Wawanēsa
Mutual Insurance Company
CANADA'S LARGEST FIRE MUTUAL



OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUN 18 1942

H. E. HENNING

C. M. VANSTONE

HEAD OFFICE
Wawanēsa, Manitoba

801 W. HASTINGS ST.
VANCOUVER, B.C.

5133

Mr. Doern

June 17, 1942

Mr. Shears,
Custodian of Alien Property,
Royal Bank Building,
VANCOUVER, B. C.

Dear Sir;

Following up our conversation over the telephone, you asked me to put it in writing.

A party by the name of Henry A. Rosemeyer rented a house in Steveston belonging to IKUTARO KONISHI, an alien. Under the lease Henry A. Rosemeyer, who is a client of mine, is to insure the property for \$3000.00 in a recognized company, so he asked me to insure the property for \$3000.00 in the Wawanēsa Mutual Insurance Company.

Mr. Thos. C. King, whom I understand is acting as your agent at Steveston, told Rosemeyer that he would have to insure in a different company, for the Custodian would not accept the Wawanēsa policy since the Wawanēsa Mutual is not a recognized company.

Personally I feel certain that this is not the opinion of the Custodian but for the satisfaction of my client I would like to have your opinion.

Respectfully yours,

J. Doern

5133

June 24th, 1942.

The Wawanesa Mutual Insurance Co.,
801 West Hastings Street,
Vancouver, B.C.

Dear Sirs:-

re KONISHI, Ikutaro

In connection with your letter of the 17th instant and the interview which we had with your Mr. Doern at our office yesterday, this is to advise you that we offer no objection to the insurance on the property of the above being placed with your Company. This will acknowledge receipt of copy of Policy No. C47778 in the amount of \$3120.00, premium \$36.72, expiring on June 15th, 1945.

We notice that the loss, if any, on the building, is payable to the above. In the event of a fire loss it would be necessary for any fire adjustment payment to be made to the Custodian's office on his behalf.

Yours truly,

FOS:EB

Manager
Administration Department

E. WALLACE
PRESIDENT

T. S. MCARTHUR
TREASURER

FIRE
WINDSTORM
AUTOMOBILE
CASUALTY

The Wawanēsa
Mutual Insurance Company
CANADA'S LARGEST FIRE MUTUAL



Shear

H. E. HERMON
MANAGING DIRECTOR

C. M. VANSTONE
DEPUTY DIRECTOR

HEAD OFFICE
Wawanēsa, Manitoba

501 W. HASTINGS ST.
VANCOUVER, B.C.

June 26th, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUN 27 1942

Mgr. Administration Dept.,
Japanese Evacuation Section,
806 Royal Bank Bldg.,
Vancouver, B. C.

Your File 5133

Dear Sirs: Re: Policy 6.47778, Rosemeyer.

In accordance with your letter of June 24th, we
have issued and enclose herewith endorsement for
attachment to the above numbered policy, correcting
the loss payable clause.

Trusting you will find this in order, we are,

Yours truly,

THE WAWANESA MUTUAL INSURANCE COMPANY.

R.
ENCL.

Per. *L.E. Pung*

Handwritten:
Handwritten
Received
63. Reiser
Aug 29/42

5133

July 2nd, 1942.

T. C. King, Esq.,
Steveston, B.C.

Dear Sir:-

re KONISHI, Ikutaro

As you are aware the tenant of the above property, Mr. Rosemeyer, was to insure the property for \$3,000.00. He has placed this with the Wawanesa Mutual Insurance Company. We have had some correspondence in connection therewith and we have offered no objection to the policy being placed with this Company.

The policy is now in our office No. C.47778.
The above is for your information.

Yours truly,

F. G. Shears
Assistant Manager

FGS:EB.

Alexander

48 Georgia Street,
Steveston, B.C.
Aug. 11th, 1942.

Mr. R. P. Alexander, Manager.
506 Royal Bank Building,
Vancouver, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
AUG 12 1942

Dear Sir:

3733
9208 While getting the lease for the Hikida
property which is enclosed, I thought it best to
obtain the copies of the leases between Ikutaro
KONISHI and Masajiro NISHIDA, and Charles H. Bradbury,
anticipating a request for same very shortly.

These copies are attached, and trust they
will be of service.

Yours very truly,

Thomas C. King

Thomas C. King.

126 Garry St.-.

Steverton B.C.

Dec. 10th 1942.

This is to state that-I
have in my care the
Keys for an out building
& a locked room at the
home of 125 Garry Street-
also two washing machines
" " Sewing " "
✓ " one weigh scales
" one bedroom suite ✓

I am,

Yours Truly,

D. Norton.

File Nos. 5133
4970
5551

MEMORANDUM

To: Mr. C. W. Robinson
From: Mr. R. B. Mackenzie

December 17, 1942.

Re: Dantaro KONISHI, 05106
Masaharu HIKIDA 03388
Mitsutaro NAKANE 04728

Enclosed is a copy of letter received from Mrs. Norton,
126 Garry Street, Steveston, B.C.

5133. Dantaro Konishi. This Japanese declares the following effects to be left in house and barn at 125 Garry Street, in charge of Mrs. Norton. These are, no doubt, the effects mentioned in the letter and for which she has the keys:

1 weighing scale, 200 ft. water hose, 70 jam crates, 75 canning crates, 5 strawberry crates, farming equip. General household goods, kitchen utensils, dinner sets and silverware, furniture, beds, etc. Odd dishes, etc.,

In addition, this Japanese declares the following left in charge of the lessee, Henry A. Roseneyer, also, 125 Garry Street.

1 wardrobe, 1 linen cabinet, 1 McClary Duchess, kitchen range, (ivory) 1 McClary #2300 Coal stove (heater), 1 double bed with spring and mattress (iron) linoleum on floors, 1 book case, 1 lawn mower.

We enclose form #14, so that you can obtain their confirmation that these goods are actually in their care.

5551. Mitsutaro Nakane. Declared the following left at 132 Garry Street, key with Mr. McHair, who has leased the entire farm and Mr. Farris, who may now have leased the houses:

1 record player with records, 2 stoves (kitchen and heater) 2 heaters (for barn) 16 blinds and curtains for all windows 5 beds with spring and mattress, 1 Budha shrine, 2 bureaus 1 kitchen cabinet, cooking utensils and chinaware, 13 chairs 6 tables, farming implements, 2 wheel barrows, rear car (for farm) 2 hand trucks, 1000 ft. lumber, 1 lawn mower, 100 strawberry boxes, 80 trays, loganberry box 100, nails 50 lbs.

1970. Barbara BIRDA. Declared the following effects, packed into one room at 129 Garry Street, key of room to be given to Mr. G. Scott, who has agreed to rent the house, but not to have the use of the furniture, but the tenant would like to have the use of the farm implements, etc.

Would you kindly let us have a report on these, at your earliest convenience.

BIRDA.

Office of Japanese Custodian
Stevenson B.C.

EVACUATION SECTION	
Rec'd.	JAN 18 1943
File No.	5133
Ans.	812
Referred	Sanct

I Kutarō Konishi
P.O. Box 133
Grand Forks B.C.

Dear Sir: -

I wish to enquire about my house and property at Stevenson B.C. that I have leased out to Mr. Henry Rosemeyer at 123 Sassy Rd. Stevenson B.C. As I have not received the rent from the Custodian or from Mr. Rosemeyer as yet.

And I wish to know if he has took out the insurance payable to me on the house as we have agreed to as it says in the Agreement between Mr. Rosemeyer and I. yes.

The property as you know I have leased it to Mr. Charles Bradbury of Stevenson not including the orchard and I have received that rent from 1942. before I left Stevenson B.C.

So will you please kindly check up on it, and let me know how it is, and if I have the rent coming to me please send it as soon as possible.

Thanking you.

Yours truly

I. Konishi

P.S. I have paid the 1942 tax at Brigham B.C. on my house & property. before I left Stevenson B.C.

I enclose.

Office of the Japanese Custodian
Vancouver B.C.

P.O. Box 133 ✓
Grand Forks B.C.
Jan. 29, 1943

EVACUATION SECTION	
Rec'd	JAN 29 1943
File No.	5733
Ans.	912
Referred	Donet

Dear Sirs: -

I wish to enquire about a high matter of
a rent on the house at 125 Garry Rd Steveston and
the rent is due me from June 1942 up till the present
time.

I had a letter from Mr. H.A. Rosemeyer who is stay-
ing at our place 125 Garry Rd Stev. B.C. And he has
asked Mr. Robinson at Stev. B.C. of how to pay the
rent on our house. Mr. Robinson at Stev. B.C.
told him the best thing for us to do is to write
to the head office.

So will you please give this matter the earliest
possible adjustment.

A few weeks ago I have already send in a letter
to Mr. Robinson at Steveston B.C. and I have not
had a reply as yet.

Very Truly Yours,
I. Konishi

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

PHONE PACIFIC 8121
PLEASE REFER TO
FILE NO. 5133

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

P.O. Box 635,
Steveston, B.C.
15th March 1943.

Mr. G.D. Milson,
Administration Department,
Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	MAR 16 1943
File No.	
Referred	<i>[Signature]</i>

not *[Signature]*

Dear Sir:

Re: KONISHI, Ikutaro &
Bradbury, Charles

We understand that the Custodian has
leased the land on Garry Street, the property of the
above, to Mr. Bradbury for 1943.

Mr. Bradbury is unable to locate this
lease and is under the impression that it was left in
your office.

We should be glad of your advice and if
the lease is there, please be good enough to forward
it to us.

Yours truly,

C.C. Robinson

C.C. Robinson

HJS.

*Mr. Iveson:- Have you any record?
Also please please file and answer
Robinson's letter. Thanks.
Mug.*

File No. 5133

April 13th, 1943.

MEMORANDUM

TO: MR. C. C. ROBINSON

FROM: MR. G. T. MCKAY

Re: Ikutaro KONISHI

With reference to your letter of March 15th, it would appear that since Mr. Bradbury has executed lease for the war's duration on the basis of \$90.00 per annum there was no fresh document drawn covering the 1943 season. We have a copy of the original lease on file.

GTM/EM

GTm
G. T. McKay.

C C to Mr. C. H. Bradbury

September 21, 1943.

Mr. Isataro KONISHI,
Registration No. 05106,
Grand Forks, B. C.

Dear Sir:

We are enclosing herewith our cheque for \$50.00, kindly acknowledge by return mail.

The Custodian has recently accepted an offer received from the Director, The Veterans' Land Act, to purchase a large number of Japanese-owned rural properties. Your property in Steveston is included in this deal.

The sale was effective as at January 1st last and adjustments will be made as at that date and rentals received in the current year will accrue to the Director of the Veterans' Land Act.

As this is a transaction of considerable size it will take some time to make all the necessary adjustments and receive payment. In due course, however, we will supply you with full details as it concerns your own particular property, showing the adjustments which have been made and the amount which will be placed to your credit.

We would suggest that further correspondence from you in regard to this matter should be delayed until we are in a position to supply complete information and make the proceeds of sale available to you, subject to the adjustments mentioned above, and to any legitimate claims filed with the Custodian.

In due course, therefore, you may expect to hear from us further in regard to this matter. In the meantime, however, we are sending remittance as above to meet your immediate needs.

Yours truly,

George Peters,
Administration Department.

GP:EB
Encl.

Dept. of Secretary of State
Office of the Custodian
Japanese Evacuation Section
506. Royal Bank Bldg.
Van. B.C.
File No - 5133.

J. Kamei Honishi Key
P.O. Box 133 05106
Grand Forks B.C.

EVACUATION SECTION	
Rec'd	DEC 29 1943
File No.	5133
Ans.	OK
Referred	Peters

Dear Sirs: -

In your letter of Oct. 14, 1943, you have informed me of the sale of my property at Stewart B.C. & this sale was effective from the Jan. 1st last.

As you know, that I have lots of personal property still stored at this property & those of few other people stored there too. & as they want them sent over to their new address, and I wish to send my son, Kamei Honishi Key 05264 to Stew. B.C. to sort out what to pack & send out to them & what we want to send out to our present address, as we know we can't leave our personal property so very long in Stew. B.C. as you say the property was sold on Jan. 1st last.

As you know I have to send Kamei Honishi to Stew. B.C. because what I have stored is all just piled into the room & the barn, & he is the only one that knows what it belongs to who.

So will you please give me a letter sending for him as soon as possible as he is working at the Midway Sawmill

And he will be having a lay off for
the winter after the 15th of January
for a few weeks

So will you please give this matter
your kindest attention as soon as possible.

Yours truly,

J. Konishi
Reg 05106.

January 3, 1944.

Mr. Ikuaro KONISHI,
Registration No. 05106,
P. O. Box 133,
Grand Forks, B. C.

Dear Sir:

We are in receipt of your letter of December 27, 1943 re your property at Steveston. All Japanese properties sold to the Director of the Veterans' Land Act are subject to the tenancy.

Mr. Rosemeyer, who occupies the house, received a lease from you for the duration of the war, and in this lease are certain chattels which are leased with the premises and cannot be removed until such times as the tenancy expires unless Mr. Rosemeyer wishes to release same.

Mrs. Dorothy Norton of 126 Garry Street has signed for 2 washing machines, 2 sewing machines, 1 weighing scale, 1 bedroom suite and 6 kitchen chairs which are in her care, and the articles which you have listed in the room at 125 Garry Street are: 1 weighing scale, 200' of hose, 70 jam crates, 75 canning crates, 5 strawberry crates, farming equipment, general household goods, kitchen utensils, dinner sets, and silverware, furniture, beds, etc., odd dishes.

In the direct house of Rosemeyer are: 1 wardrobe, 1 linen cabinet, 1 kitchen range, and 1 McClary coal heater, 1 double bed with spring and mattress, linoleum on floors, 1 book case, 1 lawn mower. All the above chattels are still situated at the above addresses.

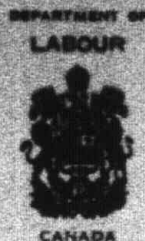
We regret at the present time the Custodian cannot give permission for your son to come to Vancouver, but if you require any of the above chattels which are not under lease, kindly make your wants known through the B. C. Security Commission, and we are enclosing herewith forms for your guidance.

We might say that re the chattels left in the care of Mrs. D. Norton, we have the names of the owners of the different articles left there and if they wish the goods shipped, kindly ask them to make their wants known, also, through the B. C. Security Commission.

Yours truly,

George Peters,
Administration Department.

GP:EB
Enc.



EVACUATION SECTION	
Rec'd	MAR 24 1944
File No.	5733
Ans.	
Referred	Peters

BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,
Vancouver, B.C.
March 23rd 1944

Dept of Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Attention Mr G. Peters

Dear Sir,

Re Ikutaro KONISHI #05106

We wish to acknowledge and thank you
for your letter of the 16th inst., enclosing
cheque for \$1.59 representing balance due on
a freight shipment from Steveston, February 15th
1944.

Yours truly,

M.L. Brown
Office Manager.

MS



CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. 5133

PLEASE QUOTE BC/514P

518 Rogers Building,
Vancouver, B. C.,
August 7th, 1944.

EVACUATION SECTION	
Rec'd	AUG 7 1944
File	5133
Ans	
Referred	<i>[Signature]</i>

The Custodian of Enemy Property,
506 Royal Bank Bldg.,
Hastings and Granville,
VANCOUVER, B. C.

Dear Sir:

re: Lot 20, Sec. 2, Blk. 3 N. Rge. 7W.,
Map 963 - I. Konishi.

Under the terms of the lease between the former Japanese owner and H. A. Rosemeyer, dated 15th of April, 1942, the tenant accepted responsibility for payment of taxes in addition to rent. The lease covered the buildings and garden only, the rest of the property being leased to Bradbury.

Mr. Rosemeyer maintains that he was not required to pay the taxes, and in this connection it is noted from copy of your memorandum dated the 15th of April, 1942, that the tenant is to pay rent, plus fire insurance premiums, nothing being said about taxes.

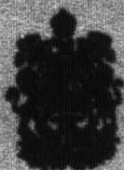
From information obtained from the tenant, it would appear that the 1942 taxes were paid by the Japanese or by your office in his behalf, and that, therefore, the covenant to pay taxes should have been deleted from lease agreement, of which we merely have a typewritten copy.

It would be appreciated if you would kindly advise us whether the arrangement was that the owner would pay the taxes, and if 1942 taxes were paid by your office and not by the tenant, Rosemeyer.

Yours truly,

JK/MF

I. T. Barnett,
District Superintendent
Per: *[Signature]*



CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. **5155**

PLEASE QUOTE **BC/514P**

518 Rogers Bldg.,
VANCOUVER, B. C.,
Sept. 26th, 1944

EVACUATION SECTION	
Rec'd	SEP 27 1944
File No.	5133
Ans.	
Referred	

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

Dear Sir:

Re: Lot 20, Sec. 2, Blk. 5N, Rge. 2W, Map 963,
I. Konishi.

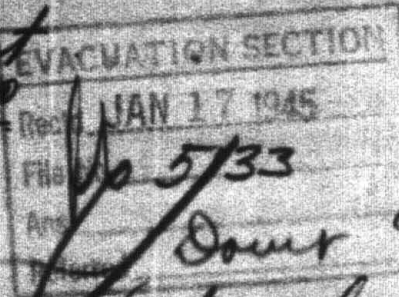
May we refer you to our letters of the 7th of August and the 23rd of August respectively with regard to any arrangements made with H.A. Rosemeyer, the tenant on this property for payment of taxes in addition to payment of rent last year. We are rather anxious to dispose of this matter without further delay and would appreciate your reply.

JK:MA

J.D. Baird
District Superintendent

The Custodian's Office.
Dept. of the Secretary of State
of Canada
Japanese Dept.
Van. B.C.

I. Kutarō Konishi
P.O. Box 132
Grand Forks
B.C.



Jan. 15 1945

Dear Sirs:

In regard to the letter we received some time last year regarding my property at 125 Garry St Stedeston B.C. which you have sold to the S.S. Bank at the low price which I don't approve and which you had no right to sell without my consent. And for the matter for the record I do not consent to this selling of my property, even if it is the "Order-in-Council's" order.

Since you have sold the property already & as I had the statement regarding my account with you will you please close my account with you and send the balance of the credit due me as the money I have in your account is not giving me any interest what so ever. and I need the money to rent the house

here in Grand Forks B.C. for
living expenses. as I am not
working. and needs the money
right away.

And please send the statement
upto date regarding my account.

Yours truly .

I Konishi

Ikutaro Konishi

05106

Grand Forks B.C.

December, 31, 1945

Box 133

Grand Forks, Bk.

EVALUATION SECTION	
DEC 8 1945	
File No.	5133
Referred	Pittman

Dear Sir,

Will you please check over my account
(Ikutaro Konishi, registration number 05106)
and send me the amount that is left because
I'm not working and I need the money right
now. and will you please check over Nakane
Konishi's (if there is still some left.). Hoping that
you will fulfil this for me at your earliest
convenience

Yours truly
I. Konishi

SEND ALL COMMUNICATIONS TO:
OLD-AGE PENSION BOARD
411 DUNDAS STREET
VANCOUVER, B.C.



Old-age Pension Board
VANCOUVER, B.C.

15th February 1946.

PLEASE QUOTE OUR FILE NUMBER
WHEN REPLYING

EVACUATION SECTION	
Rec'd	FEB 18 1946
File No.	5133
Referred	<i>Peters</i>

The Custodian,
506 Royal Bank Bldg.,
Vancouver, B. C.

Dear Sir:

Re: KONISHI, Ikutaro, No. 05106,
GRAND FORKS, B. C.
File No. 35928J

We have for consideration an application for
old age pension from the above-named.

On his application Mr. Konishi refers us to
you for a full account of the disposal of his property at
Steveston, B. C. May we have the legal description of the
property, the date of sale, sale price, terms and balance
owing, if any.

Thanking you in anticipation of your kind
assistance in this case, we are,

Yours truly,

J. M. Putnam
For Old-age Pension Board.

J
19/2/46
Credit balance
36.41

The Royal Bank of Canada

Please address
all communications
to the Manager

Steveston. B.C.

Refer to file

March 4.1946

EVACUATION SECTION	
Rec'd. MAR 6 1946	
File No. 5133	
Ans.	
Referred	Peters

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

Dear Sir:

In reference to your letter of March 1.
reference 5133, re Ikutaro Konishi, account No.K319.
This account was closed October 14.1943, by transfer
to the Canadian Bank of Commerce, Grand Forks. B.C.
The amount transferred was \$4,075.37.

Yours truly,

H. Givens

Manager.

5133

March 14, 1946.

Old Age Pension Board,
411 Dunsmuir Street,
Vancouver, B. C.

Gentlemen:

ATTENTION: Mr. J.M. Putnam

Re: Ikutaro KONISHI, No. 05106,
Grande Forks, B.C.
Your File No. 35928J.

Further to our letter of March 1, with regard to the above Japanese, we have just received a reply from the Royal Bank of Commerce at Steveston, advising that the amount of \$4,075.37 was transferred to the Canadian Bank of Commerce, Grand Forks, B. C. on October 14, 1943.

Yours very truly,

GP/ac

George Peters
Administration Department

EVACUATION SECTION	
Rec'd	APR 8 1946
File No.	5133
Ans.	
Referred	Peters

Mr. L. Konishi
Box 133
Grand Forks, B.C.

Dear sir:

It has been a long time since I received your letter stating that you are busy in checking over my account. Will you please take steps in sending me all that is left because I'm very short of money. Hoping that you will do this for me at your earliest convenience

yours truly
L. Konishi

SEND ALL COMMUNICATIONS TO:
OLD-AGE PENSION BOARD
411 DUNSMUIR STREET
VANCOUVER, B.C.



PLEASE QUOTE OUR FILE NUMBER
WHEN REPLYING

Old-age Pension Board

VANCOUVER, B.C.

18th April 1946.

EVACUATION SECTION	
Rec'd	APR 20 1946
File No.	5133
Ans.	
Referred	Peters

Mr. George Peters,
Administration Department,
Japanese Evacuation Section,
Office of the Custodian,
506 Royal Bank Bldg., Hastings & Granville Sts.,
VANCOUVER, B. C.

Dear Sir:

Re: KONISHI, Ikutaro,
Grand Forks, B. C.
File No. 35928J
Your File No. 5133.

Referring to our telephone conversation of March 1, 1946, relative to the above-named applicant for old age pension, we understood that confirmation of the details of his insurance on his wife and his war savings certificates would be forwarded to us.

We acknowledge and thank you for the details of his bank account in your letter of March 14, 1946, but it would be of considerable assistance to us to have the above-mentioned information in proceeding with the application.

Thanking you in anticipation of your usual kind attention to such matters, we are,

Yours truly,

J. M. Putnam
For Old-age Pension Board.

J

5133

PP
3

February 20th, 1945.

Mr. Ikutaro KONISHI,
Reg. No. 05106,
P. O. Box 133,
Grand Forks, B. C.

Dear Sir:-

Mrs. Dorothy Norton of Steveston called on this office today to check over the articles left in her care by yourself and other Japanese.

She stated that your washing machine was sold about June or July 1944 to a Mr. David Lloyd. We would be glad to know if you received the money for this washing machine said to be \$90.00. We have no record of the sale being made and the money was not paid to this office as it should have been. Your prompt reply will be appreciated.

Yours truly,

R. B. Mackenzie
Protection Department

RBM:IF

Dept Secretary of State
Office of the Custodian
(Japanese)

I Kuntaro Konishi # 05106
Box 133

Enand Jarks
B.C.

File # 5133

EVACUATION SECTION

RECD FEB 27 1945

File # 5133

Noted RBM 27/4/45

McKedie

Feb. 24 / 1945

Dear Sir,

Regarding the letter I received dated
Feb. 20 / 45 from you.

I am very sorry I over looked the
matter in reporting to your office about
it, as you know it was one of the deal
I made when I was there sometime last
Dec. 1944.

I received \$90.00 from Mrs. H. Rosemeyer
for the washing machine sometime
around (July I think or Aug.)

I have sent a letter to Mrs. D. Norton
~~of the~~ regarding the articles left there
yet, so will you please give this matter
your kindest attention.

Thanking you.

Yours truly
I. Konishi.

05106.

Vancouver 5/11/1946

PP
7

EVACUATION SECTION
Rec'd NOV 8 1946
File No. 5133
Airs.
Referred

Dear Sir,
London This letter in reply to phone call
made to me last week re Honishi
property. You were asking about a kitchen
range, heater, Bookcase, Lawnmower, and
closets. The letter to S. S. B. took the
property over, young Homer Honishi came to
Steveston and settled all his things. I
bought the kitchen range, the heater he
sold, he gave me the mowers, the Book-
case is still in my possession. He took
me I could do with the closets as I pleased,
if I could sell them for as not all right
too. As I had move away from Gary St.
I took those things with me, but left
them behind as I moved to Vancouver.
If Honishi wants a settlement I would
be happy to oblige.

Sincerely yours

W. A. Rosemeyer
3813 Maxwell St.
City.

November 2, 1946.

PP/6

Mr. Ikutaro KOWISHI,
Registration No. 05106,
Grand Forks, B. C.

Dear Sir:

As requested by you, through the Department of Labour, Japanese Division, we are enclosing herewith our cheque in the amount of \$41.91 being your entire balance with the Custodian.

In a telephone conversation with your former tenant, H.A. Rosemeyer, with reference to the balance of chattels we have on record as still in his possession, it appears that without the Custodian's knowledge or consent, your son dealt with these chattels when he was allowed in the protected area and sold a portion of goods to H.A. Rosemeyer and a McGlary Coal Heater stove to some other party in Steveston.

If Mrs. Rosemeyer's statement is not correct, please inform this office.

Yours truly,

George Peters,
Office of the Custodian.

GP/ic

Encl. - cheque \$41.91

Name of Claimant

KOMISHI Bentaro

Case 1538

Custodian File

5133

REAL PROPERTY										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
					2602.					1152.45
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			
			46%	30.00	13.80			13.80		
TOTAL RECOMMENDATION										1266.25

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927, CHAPTER 52.

JAPANESE PROPERTY CLAIMS COMMISSION

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

10

Montreal, P.Q.,
June 2nd, 1948.

IN THE MATTER OF THE CLAIM OF
KIOTARO KONISHI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the Dominion
Government.

ROGER OUMET, Esq., K.C.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

MRS. F.L. HANDFORD,

Official Interpreter.

T.P. HORROBIN, Esq.,

Official Reporter.

30

I. Konishi,
In Chief.
Discussion.

YUTARO KONISHI, the claimant herein, being
first duly sworn, testified through
the interpreter as follows:

MR. QUINET: This case, my lord, is a claim for
\$7,950.00 for real estate, less \$2,602.00, the
amount for which it was sold by the Custodian,
leaving a net claim of \$5,348.00, for real estate,
and an additional claim of \$123.00 for personal
chattels, making a grand total of \$5,471.00.

10 Your Lordship will notice that the original
claim should be amended by \$100.00. There was a
mistake in the calculation.

THE COMMISSIONER: Yes.

DIRECT EXAMINATION BY MR. QUINET:

Q Mr. Konishi, you are the claimant in the present
case? A: Yes.

Q I am showing you real estate claim form for a
balance of \$5,348.00 with comments and your
signature. Would you identify it as such?

20 A Yes.

MR. QUINET: Would you file it as Exhibit No. 1?

(STATEMENT MARKED EXHIBIT NO. 1).

Q I am showing you personal chattels claim form for
\$123.00 bearing your signature. Would you identify
it as such and file it as Exhibit 2?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 2).

Q I understand your son can testify in the present
case? A: Yes.

30 Q Would you be willing to let your son take your

3
I. Konishi,
In Chief.
K. Konishi; In Chief.

place?

A: Yes.

MR. QUINCY: I would like to ask counsel for the Government to file the farm appraisals that were made in this case.

MR. HUNTER: I tender the Soldier Settlement Board appraisal as Exhibit 3.

(S.S.B. APPRAISAL MARKED EXHIBIT NO. 3).

(Witness aside)

10

KONISHI KONISHI, a witness called on behalf of the claimant, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. QUINCY:

Q Mr. Konishi, I understand you are the son of the previous witness? A: Yes.

Q And you have personal knowledge of the claim and the case? A: Yes.

Q Now, is there anything special you wish to tell his Lordship concerning that claim or any comment you wish to make? A: On this

20

home for \$4,000.00,---

THE COMMISSIONER: Q: The value is \$4,000.00 that you put on it? A: Yes, --- it

has linoleum on the floor and bookcases and ward-
robes, etc., etc., you know, furnished with the original lease.

MR. QUINCY: Q: The original lease, did you say?

A Yes, it was a lease.

Q But you became owners of the place?

A Yes. Well, when we left the place.

30 Q Oh yes, you left the place leased, that is what you

E. Kenishi,
In Chief.

mean?

A: Yes.

Q You left it in the hands of the Custodian, did you not?

A: Yes.

Q Now the improvements that are mentioned there, the labour that you show at \$450.00, \$250.00, and other amounts, are you aware as to who made these improvements?

A I beg your pardon?

Q Did you work on the improvements to that property yourself?

A: Yes.

Q Did your father work?

A: Yes.

Q Did you have to employ outside help?

A Yes.

Q And the amounts mentioned there are correct according to your knowledge?

A To the best of my knowledge.

Q Do you corroborate the claim as filed by your father?

A: Yes.

Q About the farm on the east side of the claimant's, do you remember the name of the owner of that farm?

A That is a little out of order, you know. I am not exactly sure.

Q You are not exactly sure of the name of the owner of that farm?

A: W. H. Hilda.

Q About the price of \$6000.00, you say you are not quite sure? Would it be around \$6000.00?

A Around \$6000.00.

Q That is to your knowledge, eh?

A To my knowledge.

Q Was that farm situated very far from yours, or

K. Konishi,
In Chief,
Cross-Exam.

right next to it?

A: Right next.

Q Have you anything to add?
No.

A: Not now.

MR. QUINCY: Thank you; your witness.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted that the scale was not found, although declared. It is submitted that the other two items claimed were neither declared on evacuation or at any subsequent date and that the Custodian never found the same.

10

THE COMMISSIONER: Let me be sure I understand you, Mr. Hunter. The scale was not found. What was the other item?

MR. HUNTER: I presume these items on Exhibit 2 are all that are being claimed now, is that right?

THE COMMISSIONER: Yes. There is 2000 feet of lumber.

MR. HUNTER: That was not declared and not found.

20 THE COMMISSIONER: And the remaining two items, the motor and the oak barrels.

MR. HUNTER: Not declared and not found.

CROSS-EXAMINATION BY MR. HUNTER:

Q Is this a photograph of your house at Steveston, Mr. Konishi?

A: Yes, sir.

MR. HUNTER: I tender that as Exhibit 5.

(PHOTOGRAPH MARKED EXHIBIT NO. 5).

Q Was it you, Mr. Konishi, that went back to Vancouver? Did you get a permit to go back and deal

30

with some of the property?

A Yes.

Q You did dispose of a considerable amount of property at that time, didn't you?

A Yes, personal.

Q And household, wasn't it? A: Yes.

Q When you say "personal", what do you mean?

A I mean the household things.

Q You didn't report to the Custodian when you were there, did you? A: Yes, I did.

Q And did you, while you were there, ever tell him about this motor and these barrels?

A Yes.

Q You did? Now, who did you tell?

A Mr. C.W. Fisher.

Q Mr. C.W. Fisher? A: And there was a man, I forget his name, the Custodian at Steveston. There is so many Custodian changes since, you know, that I forget his name.

Q Let's just get this clear, because the Custodian is the Secretary of State. We want to find out who you told. Who did you tell and what did you say?

A: That I will clear out all I can myself, and the balance I left up to the Custodian.

Q And did you give them an inventory of the balance?

A No. The Custodian should have that. I just gave him a list of what I took out.

Q And you didn't give him an inventory of what was left?

A: Eh?

7
K. Konishi,
Gross-Exam.

Q You didn't give the Custodian or his representative an inventory of what was left?

A No.

Q I asked you before whether you declared to the Custodian this electric motor and the barrels and you said yes. Did you actually tell him they were there?

10 A: I think as far as I can remember the barn was locked and the room upstairs was locked, and there was some lists that are missing because there is some odds and ends you can't write out because you would have a mile long list.

Q You still haven't answered my question. I asked whether you told the Custodian whether this lumber and electric motor and 7 oak barrels were there?

A I don't think so.

Q You actually didn't report to the Custodian at that time what you had sold either, did you?

A I think I did.

20 Q I don't think so. Didn't the Custodian write you a letter and ask you about some items, and you wrote back and said you had forgotten about them?

A What was this?

Q Weren't you written on February 20th about washing machine?

THE COMMISSIONER: Suppose you produce the copy of the letter to him.

MR. HUNTER: Q: This was a letter that was written to you, and that would appear to be your reply?

30 A That is right.

K. Kenishi,
Cross-Exam.

Q You received that?
what we figured selling.

A: That is

Q No? A: That is what we figured selling.

THE COMMISSIONER: Q: Would you speak out, please,
Kenishi? A: That washing machine at Mrs.

Horton's, we have an offer from some people to buy
it before we left there but we were in such a rush
we didn't include it in the Custodian's list, and
we figured it could be fixed up later.

MR. HUNTER:

10 Q And that is your reply?

A That is right.

Q Speak up so the Reporter can get it. That is your
reply? A: Yes, that is my reply.

Q You left this, then, with Mrs. Horton for sale,
is that right? A: Yes, that is right.

Q Did you leave any other things with her for sale?

A No.

Q This is the only thing you left with Mrs. Horton
for sale? A: I believe so.

20 MR. HUNTER: This is a letter to the witness, my lord,
or rather to his father, I guess it is.

Q You received it, is that right?

A Yes, that is right.

MR. HUNTER: Asking about the washing machine and saying
t they had been notified by Mrs. Horton that it had
been sold for \$90.00, and then a reply from yourself
is it -- a reply from the witness stating it had
been sold and he had received the \$90.00. I don't
think there is any need to file them because there
30 is no claim made in connection with the washing

9
K. Konishi,
Cross-Exam.

machine.

Q Did you ever write inquiring about the lumber or the electric motor or the barrels?

A No, sir.

MR. HUNTER: I think that is about all the information I can give your Lordship on that. They simply weren't found when the Custodian inventoried.

10 THE COMMISSIONER: Have you any information as to when the Custodian made an inventory, or visited the premises with a view to making one?

MR. HUNTER: There was one made by Mather on May 11th, 1942.

THE COMMISSIONER: Q: When were you evacuated?

A I believe some time starting June 1st, or 2nd.

Q Of 1942? A: 1942.

THE COMMISSIONER: Well does Mather's inventory show these articles that are now claimed?

MR. HUNTER: No, my lord.

20 THE COMMISSIONER: Q: Were you on the property when Mr. Mather, the representative of the Custodian, called and made an inventory?

A At the time when I was evacuated I think Mr. King was there.

Q But the information I now have is that Mr. J.D. Mather visited the premises on May 11th, 1942, and made an inventory. Were you there then?

A I think I should have been there, but I don't remember.

Q You have no recollection of it?

30 A No.

K. Kanishi,
Cross-Exam.

THE COMMISSIONER: Very well.

MR. HUNTER: I will put in that report, my lord, if you like.

THE COMMISSIONER: I think it would be as well if you do that.

MR. HUNTER: My learned friend might like it because it shows the house has been well kept and is in good repair.

10 It seems to be entirely a question of value so far as the real property is concerned, my lord. The personal property just wasn't found.

MR. QUINN: My lord, before I re-examine the witness, two letters have been referred to and haven't been filed. Now, I may say when I received a memorandum in connection with the meetings that had taken place after the opening hearing of the Commission in Vancouver on December 3rd, on page 3 of the memorandum it was with regard to the Custodian's files, and I have here a memorandum stating that it was agreed that the Custodian would send all relevant material in the files including all documents to which he proposes to refer on the hearings to solicitors involved, at least one week before the claims were to be heard.

20 I have received the Custodian's file one week before the claims were heard, but I haven't seen the documents referred to this morning in the files when they were in my possession, like
30

K. Konishi,
Cross-Exam.

the picture and these letters, and yesterday I found there were one or two documents that were not in the original files, inspected them myself. I know very well it isn't my learned friend's fault, but your Lordship will appreciate the difficulty we have when confronted with documents that were not part of the original file which came into our possession and which are filed afterwards.

10 THE COMMISSIONER: I quite appreciate your comment, and also I realize that Mr. Hunter gets these files probably for the first time after you have had them. What is your explanation, Mr. Hunter, in regard to these missing documents? Have they been sent along later?

MR. HUNTER: No. It was arranged originally, my lord, that certain memoranda and things not actually correspondence or documents but which were things purely peculiar to the Custodian's Office and the
20 Secretary of State would be reserved for my use such as my memorandums and summaries they have drawn up.

THE COMMISSIONER: As instructions, I presume?

MR. HUNTER: Yes, in the form of instructions and in the form of reports of the Custodian's office and reports of their agents and so on, sort of inter-office memos and things of that kind.

THE COMMISSIONER: In order to avoid the possibility of this kind of thing occurring again, if any
30 documents are received by you and you know they

K. Konishi,
Cross-Exam.

are not in the file, and if they are documents or records which you think might be helpful to claimant's counsel, would you be good enough to let claimant's counsel have them before the claim is brought on for hearing?

10 MR. HUNTER: I can't do that, my lord. I appreciate his problem. I have fought with the Custodian's office so long about this thing that I am tired of it, but someone there has a secrecy complex, or something; I don't know what it is, but the point is I don't get the files until the evening or the night before and I look at the brown envelopes. I have no time to go through these brown envelopes per se but I am willing to ring my learned friend that night when I get the files and say, "I think there is some correspondence you should have seen", if that is satisfactory.

20 THE COMMISSIONER: That is as far as we seem to be able to go. I would like counsel to work it out between themselves.

MR. QUIMBY: I am perfectly willing to co-operate, my lord.

THE COMMISSIONER: I am sure there is no intention on the part of the Custodian's office to hold back information that counsel for the claimant should have; certainly it has not been evidenced up to date. I can appreciate that things like this may occur and I will leave it to counsel to try and avoid any repetition.

As far as those two letters are concerned,

I. Kenishi,
Cross-Exam.

they do seem to relate to a matter in respect of which no claim was made.

MR. QUINCY: I don't know the point in bringing the witness' attention to it, except to try and make your Lordship believe the witness hadn't been telling the truth about these things.

THE COMMISSIONER: Well I did not look at it that way, if that was the case.

MR. QUINCY: I am very glad to hear it.

10 MR. HUNTER: The purpose is to show that memory isn't a very valuable thing some years later.

MR. QUINCY: That is why it is so important for us to have documents that may be referred to because the most honest witness can forget long letters which has been proved without embarrassment at times.

THE COMMISSIONER: Well let us get along with something that counts.

20 MR. QUINCY: Now I wonder if my learned friend has in his possession the J.P. statement. Could my learned friend tender this J.P. statement?

THE COMMISSIONER: It is open to you to have it identified and put it in.

MR. QUINCY: I will have it identified then.

Q Mr. Kenishi, would you look at this statement of property dated the 23rd day of April, 1942, apparently signed by I. Kenishi? Have you any knowledge personally of this?

A Yes, that is my father's signature.

30 Q Were you present when this was made?

A I don't think so.

Q You weren't, so I take it your father is the one who made the declarations to the Custodian?

A Yes.

Q Would you have any explanation as to why some of the items claimed for were not mentioned in that statement?

10

A: Well, we gave a long list, you know, to the Custodian, a Mrs. McArthur, who was taking the things down, and it was so long as you know and it is difficult to fill it right up with everything that was put in.

Q Who made the long list?

A: He and my brother and my father took it up.

Q And so when the statement of personal property was put on this document, you presume it was taken from that long list?

A: Yes.

Q Did you keep a copy of the list itself?

A Yes, I believe I have.

Q Would you have it here now?

20

A I think so.

Q Was the list you are showing me prepared by you, your brother and your father?

A Yes.

Q It was, and was that the list that was handed over to the Custodian?

A: Yes. That is what he took over.

Q That is what he took over? Took over where?

A To the Custodian's office.

Q You mean your father?

A: Yes.

30

MR. QUINCY: Will you file this J.P. statement as

K. Konishi,
Cross-Exam.

Exhibit 7 and the list that you have been referring to as Exhibit 8?

THE COMMISSIONER: Does that list contain the articles in respect of which a claim is now made?

MR. QUINCY: Apparently it doesn't, my lord, but the purpose in filing it is to show that the list contains more articles than are listed on the personal property claim.

THE COMMISSIONER: Very well.

18 (J.P. FORM MARKED EXHIBIT NO. 7).

(LIST MARKED EXHIBIT NO. 8).

MR. QUINCY: Q: Why did you not include the articles mentioned on the claim and valued at \$123.00 in that list, or any other list?

A: Well, more or less we figured it is going to stay there until we come back, you know.

Q: Where were these articles stored?

A: In the barn.

Q: Was the barn locked?

A: Yes.

20 Q: It was?

A: Yes.

Q: And when did you last see those different articles as mentioned in your claim?

A: Let's see? When I left the place.

Q: Which was the 2nd of June, 1942?

A: Yes.

Q: I see here there is an item concerning farming equipment. That electric motor, was that part of the farming equipment?

A: No, sir.

30 Q: It wasn't? What was it used for?

K. Konishi,
Cross-Exam.

A I just bought it and I was going to use it.

Q Was it your own property?

A It was my own property. It is the only motor I had and my personal tools I took with me and that was put in there.

Q And the scale? A: That is a farm property.

Q As well as the lumber, the shipyard?

A Yes.

Q And the seven oak barrels? A: Yes.

10 Q You are absolutely positive those were there?

A Yes.

Q Were they placed in the barn so that anyone walking in there could see them? A: Yes.

Q They were not secreted or concealed or anything?

A No, they were not concealed.

Q When you went to Vancouver after securing permission why did you not find occasion to discuss these different articles with the Custodian or the Custodian's representatives?

20 A Well, as soon as you go in the office there, ---

Q Speak louder, please. A: As soon as

you go in the office there they are so busy like and what you go out for, you get. Like I go out to Steveston today to start the story and I used to stay in a hotel in Vancouver and travel every day to Steveston, ten or fifteen miles to Steveston and back and come in at night because of the curfew on the Japanese, and some mornings I go to see Mr. Fisher and arrange about the freight on things I am going to take out, you know. We

K. Konishi,
Crosby Farm.

used to discuss things like.

Q You never discussed these different articles?

A No, not piece by piece because he was so busy that he couldn't be bothered with it.

THE COMMISSIONER: That is about as much information as you can get on that subject.

MR. QUINCY: Yes, my Lord.

Q Do you believe your father could give us any additional information on these articles?

10 A No.

Q Do you have anything you wish to add yourself?

A No.

Q Have you anything else?

MR. HUNTER: I would like to ask one thing.

Q I see according to the real property summary here, Mr. Konishi, that I guess it was your father entered into a lease agreement with one Henry A. Rosenmeyer covering the house, garden and the garage and the barn only, the rest of the farm being leased to Charles H. Bradbury?

20

A Yes.

Q I think you said the barn was locked?

A Yes.

Q Was the key given to Rosenmeyer?

A Yes, that is right.

Q The key was given to Rosenmeyer?

A No, no.

Q How can you lease a house, a garage and a barn, without giving them the keys?—if he didn't have the key to it?

30

At The Custodian had the

K. Konishi,
Cross-Exam.

key.

Q To the barn? A: Yes.

Q What about Rosemeyer? Didn't you lease him the barn? A: He had a lease, like we divided the property into two like it says here.

MR. QUINCY: Q: When you say "here", you are referring to what? A: The lease here.

MR. QUINCY: You haven't that in your file.

10 MR. HUNTER: No. This is a lease dated the 15th of April, 1942, between Henry A. Rosemeyer and Ikuaro Konishi for \$10.00 per month during the term of this agreement, which would appear to be the duration of the war. It shows this covers the house, garage, barn and garden only and not the field.

Q How did you rent him the barn without allowing him the use of it? A: Because I had two leases and I couldn't put it on their property -- the barn.

20

Q You mean you weren't leasing him the barn at all?

A No, but Mr. King there, he included that in the agreement. He had the property all around the barn.

THE COMMISSIONER: Q: Let me understand you. The barn was locked up so he couldn't get in it without getting the key from the Custodian?

A That is right.

Q In view of the lease, did you intend the Custodian should permit him to enter the barn with the key that the Custodian had?

30

E. Konishi,
Cross-Exam.

A Mr. Rosenmeyer entered the barn?

Q Yes. A: No.

THE COMMISSIONER: All right.

MR. HUNTER: Q: Did you tell the Custodian that the tenant couldn't use the barn?

A The tenant understood that.

Q But did you tell the Custodian? A: Yes.

Q You personally did? A: Yes.

Q You told the Custodian that the tenant couldn't use the barn? A: Yes.

Q Who did you tell? A: To start with that was the Custodian, Mr. Thomas A. King, who was the Custodian at first.

MR. QUINCY: Q: His representative?

A Yes, at first.

MR. HUNTER: Q: You think he was, anyway?

A Yes, I think he was, at least for a couple of months.

Q And it was Mr. King you told?

A Yes.

Q Did you ever tell anybody else?

A Mr. and Mrs. King. We were all dealing with the Custodian in Steveston.

Q Did you ever tell anybody in the Custodian's office in Vancouver that this barn wasn't to be used?

A Well I thought it was always understood --always.

Q You thought it was?

A I think that the Custodian understood it, too, because you see in that other thing the key was to be left with the Custodian.

Q You will have to speak up. You have considerable

E. Konishi,
Cross-Exam.

competition here.

A: We told

the Custodian the key was to be left at Mrs. Norton's, that is across the street from our place, and I believe the Custodian went a couple of days later to get the key.

MR. HUNTER: I think, my lord, this lease should go in.

THE COMMISSIONER: Very well.

MR. HUNTER: Q: These are original copies of these leases, are they?

A: Yes.

10 MR. HUNTER: I put the two in as the next exhibit, my lord.

(LEASE MARKED EXHIBIT NO. 9).

MR. HUNTER: That is all, my lord.

THE COMMISSIONER: That is all, Mr. Konishi.

MR. QUINCY: There is only one thing about the lawn mower which appears as part of the chattels that he left with Rosenmeyer that I would like to ask a question about.

20 THE COMMISSIONER: There is no claim made in respect of it, but go ahead.

MR. QUINCY: Q: Mr. Konishi, I see in the list of chattels left with Mr. Rosenmeyer there is one lawnmower. Was that lawnmower originally in the barn or in the house?

A: No, it was to be used with the house.

Q: Why was the barn mentioned, and why was it to be kept locked?

A: Well --

Q: The barn is mentioned as being leased to Mr. Rosenmeyer?

A: Yes.

30 Q: And yet you say it was to be kept locked?

21
E. Konishi,
Re-Direct Exam.

A You understand this barn was to be kept under the eyes of Mr. and Mrs. Rosenmeyer.

Q Under the eyes, without the key?

A Without the key.

MR. QUINCY: Thank you.

THE COMMISSIONER: All right, that is all, thank you,
Mr. Konishi.

(Witness aside)

10

(PROCEEDINGS ADJOURNED SINCE DUE)

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

J. P. Horrabin

"T.P. HORRABIN"
OFFICIAL REPORTER.

20

30

DEFENCE BRIEF

Ikutaro KONISHI

File No. 5133

Case No. 1338 ✓

Montreal, Que.
2 June 1948
V.L.A. Deal

REAL PROPERTY CLAIM

1. Real Property Claim

\$7,950.00

Appraisal

\$2,650.00

Sold for

\$2,602.00

Witness - Patterson, Appraiser. ✓

Ex.1 - Real Estate Statement

3 - S.S.B. Appraisal

Sold for fair market value.

PERSONAL PROPERTY CLAIMS

2. Chattel Claim

\$123.00

(a) Goods valued by claimant at 30.00 left with Agent (Declared but not found). J.P. Form states "Left in charge of Mrs. Percy Norton". Mrs. Norton acknowledged this 25 Jan. 43 -- see blue form on file.

(b) Goods valued at 93.00 undeclared and not found.

Ex.4 - Analysis of Personal Property claim.

Ex. 6 - Report of Mather.

Ex. 7 - J.P. Form

Ex. 8 - Inventory made before Evacuation.

Personal property wasn't found.

RWN/mw

November 21st, 1950.

Mr. Dantaro KONISHI,
7056 Bordeaux St.,
Montreal, Quebec.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1338

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 ... \$1,166.25.

Cheque in your favour is enclosed for \$1,152.50
and we have paid the Co-Operative Committee .. \$ 13.75
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS/js
1 encl.