

5'444

**OFFICE OF THE CUSTODIAN
JAPANESE SECTION**

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

PERSONAL INFORMATION

NAME: INOUE Yoshinobu
HOME ADDRESS: R. R. #1 Mission City, B. C.
REGISTRATION NUMBER 13406 SEX: Male AGE: 37
OCCUPATION: Farmer's help

(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: Husband Self.
MARRIED? Yes
NAME OF WIFE OR HUSBAND: Teruko
ADDRESS OF WIFE OR HUSBAND: same
NAMES OF ANY LIVING CHILDREN: Kazuko (F) Hisashi (M) Nobuyuki (M)
Yoshitaka (M)
ADDRESS OF CHILDREN: same address
AGE OF CHILDREN: 14, 10, 7, 1 yrs.

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

1. LOCATION AND DESCRIPTION: No 21 Legal sub-div. Fr. S.E. Quarter of
Sec. 19 Twp. 17, South of highway. 12 $\frac{1}{2}$ acres.

2. BUILDINGS AND OTHER IMPROVEMENTS: 4 roomed wooden frame dwelling
house 1 wood-shed, 1 garage, 1 chicken shed, vegetable pit,
1 packing shed

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

4. TAXES (Amount and where payable) \$23.00 1939 paid at Munc. of Mission

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

\$260.00 Mr. S. Shibuya, Vancouver, B. C.

6. OCCUPANCY AND LEASES (If vacant so state) Leased as per "Farm Lease"
to William Ingram by J.M. Campbell, Mission, B. C.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Mr. S. Shibuya, Vancouver, B. C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: as above.
9. IF FARM LAND STATE CROPS SOWN Strawberry, blackberry and vegetable.

STATEMENT OF REAL PROPERTY OCCUPIED

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

STATEMENT OF PERSONAL PROPERTY OWNED:

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

At House: 1 kitchenstove, 1 heater, 5 tables, 3 beds, 2 dressers,
1 chest, 1 cupboard,

In shed: 1 duster, 50 stands, bothouse glass panes, 1 case, 3 gas
lanterns, 1 shovel, 3 forks, 1 pitch fork, 3 hoes, 1 hand
cultivator, 1 peve, 1 mattock, 1 sledge hammer, 1 bucksaw
1 axe, 1 shake-knife, 1 set scales, 1 square shovel.

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

None

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

4. INSURANCE CARRIED ON ABOVE PROPERTY: None
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
5 \$4.00 War Savings Certificates, in owner's possession.
12 shares in Pacific Co-op. Union, at office. (\$120.00)
8. BANK ACCOUNTS: None
9. LIFE INSURANCE: None
10. INTEREST IN ANY ESTATES OR TRUSTS: None
11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: \$260.00 Mortgage, Mr. S. Shibuya, Vancouver, B.C. ✓
228¹⁰ secured on bill
\$260.00 Vanc. General Hospital.
\$70.00 Dr. Gillies, Vancouver, B. C.
2. TRADE DEBTS: They owe \$125.00 to Co-op. shares put in their hands as a security--(worth \$120.00 as mentioned above.) X

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 21st day of April, 1942.

(Signature)

K. Inouye - Reg # 13340
on behalf of Mr. INOUE, Yoshinobu

J. D. Williams
 Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date December 2, 1942.

Full Name INOUE, Yoshinobu
(Surname in Block Letters)

Registration No. 13406

Male - Female
(check)

Age Sept 9, 1896

Former Address R.R.#1, Mission City B.C.

Date Evacuated

Naturalized - Canadian-Born - National
(check)

Present Address (Warehouses at present unknown.)

Married - Single
(check)

Name of Wife TSUTSUKI Tsuruko - 13406

Name of Husband

Name of Mother SUGAYA Shizuko (dead) Name of Father INOUE, Utsuki (dead)

Names of Children under 16 Kazuko (F) 3/9/27 - Ray Masashi (M) 25/12/31

Raymond Nobuyuki (M) 30/8/34

Edison Yoshitaka (M) 14/3/41

File No. 5444

Registered with Custodian
(yes or no)

Tested By E. Morrison

Additional Information Farmer (strawberry growing) 12 1/2 acres

house; 1/2 ton truck

File No. 5444

September 2, 1947.

REAL PROPERTY SUMMARY

CATALOGUE NO.: Included in Director of Veterans' Land Act Offer.

JAPANESE NAME: (Mr.) Yoshinobu INOUE REGN. NO.: 13406

PROPERTY ADDRESS: R. R. # 1, Mission.

LEGAL DESCRIPTION: Part 28.88 acres more or less of the South half of the SE $\frac{1}{4}$ of Sec. 19 and of the NE $\frac{1}{4}$ of Sec. 18, T. 17 as shown outlined in orange and lettered "D" on sketch deposited No. 4896, save and except all that portion of said parcel "D" which lies to the North East of the New Arterial Highway shown on plan No. 4897 Municipality of Mission, District of New Westminster.

SOLD

TITLE: In the name of Yoshinobu INOUE.
Reg. of Indefeasible Fees Folio No. 44211E.

ENCUMBRANCES: Jan. 17/36 Mortgage in Fee to Sotaro SHIBUYA for \$414.60
74826C.
Certificate of Vesting in Custodian Filed No. 25531.

ASSESSED VALUE: Land \$385.00 Improvements \$650.00 Total \$1,035.00
Taxes \$20.15 (1947)

CLASSIFICATION: A fruit farm of 12 $\frac{1}{2}$ acres planted in strawberries, raspberries and vegetables, with a four roomed frame dwelling house, 1 woodshed, 1 garage, 1 chicken shed, and 1 packing shed.

HISTORY OF ADMINISTRATION: On his "JP" Form of April 21/42 Yoshinobu INOUE declared his ownership of the above described property, also that the farm was leased to Mr. William INGRAM. Extract from lease (on file) shows that lease was drawn on April 20/42 for a term of 9 months from May 1/42 with option to extend for 1943, arrangements to be made with P.C.U., house, buildings, livestock and farm implements included

On April 20/43 this lease was replaced by lease 501 to Emil LE BLANC from April 20/43 to Dec. 31/43 for \$50.00 - \$10.00 on April 27/43, June 27/43, Aug. 27/43, Oct. 27/43 and Dec. 27/43.

This lease was given to Administrator Veterans' Land Act on July 21/43.

Income from property was sufficient to carry same.

The property was sold to Director of Veterans' Land Act on April 28/44, as at Jan. 1/43 for \$741.00.

FUNDS:

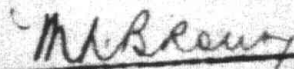
Released to the credit of Yoshinobu Inouye after the following deductions were made, \$1.00 Certificate of Encumbrance, \$15.00 Legal Fees, \$3.00 Registration Fees, \$258.00 Balance of Mortgage (S. SHIBUYA). Net amount credited \$463.40, with advice to Inouye.

No comments have been received from Inouye regarding the sale of his property.

TITLE:

Receipt of Duplicate Certificate of Title acknowledged by Soldiers' Settlement and Veterans' Land Act on May 27/44.

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



M. L. Brown.

MLB/JJW

Canada

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JUN 16 1944

JAPANESE EVACUATION SECTION

File No. 5444

506 Royal Bank Building,
Vancouver, B. C.

Reg. No. 13406

Mr. Yoshinobu INOUE,
Spuzzum, B. C.

Dear Sir:

Re: 3876 Lougheed Highway.

Part 28.88 acres more or less of the South half of the South East quarter of Sec. 19 and of the North East quarter of Sec. 18, Township 17 as shown outlined in orange and lettered "D" on sketch deposited No. 4986, save and except all that portion of said Parcel "D" which lies to the N.E. of the New Arterial Highway shown on plan No. 4897, District of New Westminster, C. of B. 51325.

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

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

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

Sale price of above described property	- - - - -	\$ 741.00
Add:		
Unexpired insurance premium as at January 1st, 1943	- - - - -	\$ 741.00
Less:		
Tax arrears to December 31st, 1942	- - - - -	\$ -
Registration fee	- - - - -	3.00
Encumbrance—Principal Mtge. - S. Shibuya	- - - - -	258.60
—Interest	- - - - -	\$ 261.60
Net proceeds of sale	- - - - -	\$ 479.40

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

Yours truly,

F. G. SHEARS,
Director.

Debit Credit Balance

\$ 479.40

1.00

.09

\$ 480.29

CR \$479.29

1963

Jan. 1

Credit re Sale of Property

Land Registry Office C. of E.

P.C.U. Interest on Shares

United Farmers Int. on Shares

Mar. 8

File No. 5444
10693

NATURE OF ENCUMBRANCE Mortgage or
(registered) (unregistered)

Name of Owner of Property INOUE, Yoshinobu Reg. No. 13406

Address B.R. #1, Mission, B.C.

Occupation Farmer Age 37

Registered Owner of Property Yoshinobu INOUE C.T.No. 44211A

Property:

Property Address Mun. Mission

Legal Description Part 28.88 acres more or less S. 1/2 of S. E. 1/4 of Sec. 19
... S. E. 1/4 of Sec. 18 Tn. 17 L.R.O. 74826C

Nature of interest See reverse side for full description

Particulars of Encumbrance:

Date 17th January 1936

Parties to document:

Name Yoshinobu INOUE Mortgagor.

Address B.R. #1, Mission, B.C.

Name Sotaro SHIBUYA Mortgagee.

Address 138 Water Street, Vancouver, B.C.

Principal Amount \$414.60

Terms of Payment \$50 payable on 30th Dec./37; \$182.30 payable on 30th Dec.
1938; \$182.30 payable on 30th Dec. 1939. Rate of Interest

Arrears, if any: Principal \$258.60 Interest No interest

Balance owing as at this date \$258.60

Standing of Taxes: Arrears 1942 - \$22.17 Current and 1943

Insurance:

(1) Agent Not known Company

Policy No. Amt. Prem Exp.Date

(2) Agent Company

Policy No. Amt Prem Exp.Date

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

None

Dated at Tashme, B.C. this 25th day of May 1943. A.D. 1942.

CERTIFIED CORRECT:

(Signed) Sotaro SHIBUYA

(Signature)

FARM LEASE

THIS INDENTURE made in duplicate the 20th day of April A.D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"
BETWEEN:-
TERU (wife of
YOSHINOBU INOUE) of Mission City
in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

WILLIAM O. INGRAM of the same place

Farmer
(hereinafter called the Lessee)

Of the Second Part

WITNESSETH THAT: for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hath demised and leased AND BY THESE PRESENTS DOTH DEMISE AND LEASE unto the Lessee all those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Mission in the District of New Westminster and Province of British Columbia, more particularly described as:

Twelve and one half (12½) acres of Fractional South East
quarter Section Nineteen (19) Township Seventeen (17)
South of the Highway

TOGETHER with all erections and buildings, dwellings, barns, stables and outhouses thereupon erected, standing and being;

AND TOGETHER ALSO with all ways, paths, passages, water courses, privileges and advantages whatsoever to the said premises belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of
Nine months to be computed from the first day of May A.D. 1942
and from thenceforth next ensuing and fully to be completed and ended;

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the
sum of Forty-five (\$45.00) Dollars of lawful money of Canada (the receipt
whereof is hereby acknowledged).

THE LESSEE covenants with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences; and not to cut down timber for any purpose whatsoever; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair;

AND it is understood and agreed that in the event of a crop failure by Vis Major or an act of war the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A.D. 1943 without any further payment.

THE LESSEE FURTHER covenants with the Lessor that he will, during the said term, properly cultivate, fertilize, harvest and market all of the growing crops upon the said land, which growing crops consist of:-

One and one half ($1\frac{1}{2}$) acres of strawberries

One half ($\frac{1}{2}$) acre of blackberries

7

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good husbandlike manner and will, in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they may require it.

THE LESSEE covenants with the Lessor that he will market all of the aforesaid crops with the Pacific Co-operative Union and will in all respects carry out the obligations of the Lessor to Pacific Co-operative Union under the Lessor's contract with that co-operative association and will execute an Agreement of his own with Pacific Co-operative Union;

AND it is further understood and agreed that statements of the proceeds of the aforesaid growing crops shall be furnished to the Custodian of Enemy Property or his representative by Pacific Co-operative Union in the same manner as statements have previously been furnished to the Lessor.

THE LESSEE FURTHER covenants with the Lessor that he will properly care for and account to the Lessor for any livestock, farm implements or miscellaneous tools which are left by the lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent at the termination of this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 1942, he shall be able to again rent the said

lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants The Lessor covenants with the Lessee for quiet enjoyment.

PROVIDED ALSO in case of any breach of any of the covenants and conditions herein contained, it shall be lawful for the Lessor or his Agent to re-enter upon the said lands and premises and the same to have again, repossess and enjoy;

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

AND it is further agreed that the words Lessor and Lessee wherever used in this Indenture shall, wherever the context allows, include each of their respective heirs, executors, administrators and assigns, and the masculine shall include the feminine and the singular the plural.

IT is understood and agreed between the parties hereto that of the
aforesaid rent of Fifty ^{U.S.} ~~(\$50.00)~~ Dollars Thirty (\$30.00) Dollars
has been paid in cash this day, which represents six (6) months rent.
The balance of Fifteen (\$15.00) Dollars is payable at the rate of
Five (\$5.00) Dollars per month, the first monthly payment becoming
due on the first day of November 1942.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the
day and year first above written.

Signed, Sealed and Delivered by
~~YOSHINOBU~~ INOUE and WILLIAM O. INGRAM
in the presence of

J. Inoue

Mon Zacher

W O Ingram

AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia, Make Oath
and Say:-

1. That I was personally present and did see ^{TERU} ~~YOSHINOBU~~ INOUE and WILLIAM O. INGRAM
the parties thereto, duly sign and execute the within instrument, for the purposes therein named.
2. That the said instrument was executed at Mission City aforesaid.
3. That I know the said parties and that they are each, in my belief of the full age of
twenty-one years.
4. That I am the subscribing witness to the said instrument and am of the full age of six-
teen years.

Sworn before me at Mission City in
the Province of British Columbia
this twentieth day of April
A. D. 1942.

M M Fletcher

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

*Note: Ingram returned to Canada
July 13/43. That he would not
operate farm in 1943.*

Farm Appraisal Report

File No. J.L. 80

Land Description Part of the S¹ of the S¹ of SE¹ of Sec. 19 and the NE¹ of Sec. 18, Tp. 17,
shown in orange on Sk. 4896 "D" (part lying south of highway). Acres
 Containing 12.5

Owner's Name THOUYE, Y. Post Office Address Mission, B.C.

Nearest Rail Point Mission Distance 1 mile

Market Town " Distance 1 "

Church (give denomination) All denominations Distance Mission

Nearest School Consolidated School Distance "

State how property was identified: Established boundaries

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

#7 highway running along north boundary east to Mission - 1 mile.

Is this district a good one? Run down; good when small fruit prices are high.

Employment opportunity Local in berry season, some in local mills. Remote in logging

Predominating Nationality and religion: British now - no predominating sect.

Describe Fencing and its condition: C.P.R. fence on south, neighbour's fence on east - no other. Value \$ in value of land

Water supply: Spring creek in N.E. corner, now flows in a ditch along north line. No other supply developed. Value \$ 5444

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	16 x 28	lumber	12'	shgl.	old	blocks	unfin- ished	\$ 200.00
Shed	20 x 24	Split cedar	8	shakes	"	"	poor	40.00
BARN	18 x 18	"	8	"	"	"	"	30.00
Garage-shed								
BARN								
GRANARY								

Total present day value \$ 270.00

\$ 270.00

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? While place is now habitable, it is unfinished, just single ply shiplap over

studs, with paper over studs inside.

Describe the basement and chimneys: No basement - no chimney; stovepipe out through wall.

No. rooms downstairs? 2 Upstairs? none How finished Unfinished

Are buildings painted? No Condition of paint

Distance from nearest bush Right up to buildings

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

Cultivated Land

BC/662-P 2

ACRES	LEVEL, UNBULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
2	Level 15" peaty,	sandy loam	Very edy. clay	Strawberries & beans fair	\$75	150.00
1	" " "	" "	Sandy clay	Blackberries, grass	\$60	60.00
1	Hillside 8"	" "	" "	Old spruce & rasps. part not planted.	\$50	50.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNBULATING, 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, UNBULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
5.5	Level	Peaty loam 12"-16"	Edy. clay	Heavy clearing and draining	\$200	\$30
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	
3	Gully and hillside			Scrub and small trees, some light grazing and fuel value.	\$20	60.00

Total value of Land \$ 485.00

Total added by buildings to value of farm \$ 270.00

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

Total value of farm \$ 755.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Owner now evacuated. Leased to one, W.O. Ingram who lives elsewhere; 2 acres in flat in
good tillage; 1 acre on hill, poor shape; 1 acre at west end, not sufficiently drained,
cannot get on it with horses, springy and cold.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
Place should be used only as adjunct to other land; clearing too heavy and insufficient
sawage now in cultivation to make the place a unit in itself.

Noxious weeds:

Canada Thistle; Mare's Tail.

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

Municipal and school - \$20.15
Municipal district of Mission,
Mission, B.C.

Date: 16th May, 1942.
Place: Abbotsford, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 14th day of May 19 42.

Inspector's Signature

"B.C. WORTH"

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

Farm Appraisal Report

Remarks: This place as presently set up is not a farm unit in itself. Only 4 acres cult. of which 2 acres are not now of the best. Potentially it is a good place, but clearing the remainder of the cultivable land must be done by hand labor, as it is too low and soft for machinery work. This while not so costly in money, would be a slow and laborious process. When cultivated this bottom land is of the best, slight drainage to the west in railway ditch, and existing ditch along highway (the latter is a part of the owner's effort, not a Municipal ditch), but these require deepening, and feeder ditching required. Land on west end soggy and on the 1 acre in cult. quaking can be felt, when walking over it.

Properly drained and cleared into one field, this land would be worth \$100.00 per acre in my opinion.

As an adjunct to other land, it would have the value I have now placed on it.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.ORCHARDS, SMALL FRUITS, ETC.

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

Present Value

0.5-Blackberries---On low cold land, poor.

\$

.25- Raspberries---Old and of little value.

.3 - Beans----- Just planted.

\$

.7 - Strawberries-- Poor shape.

Bal. of cult land not yet cropped.

\$

\$

\$

\$

\$

\$

\$

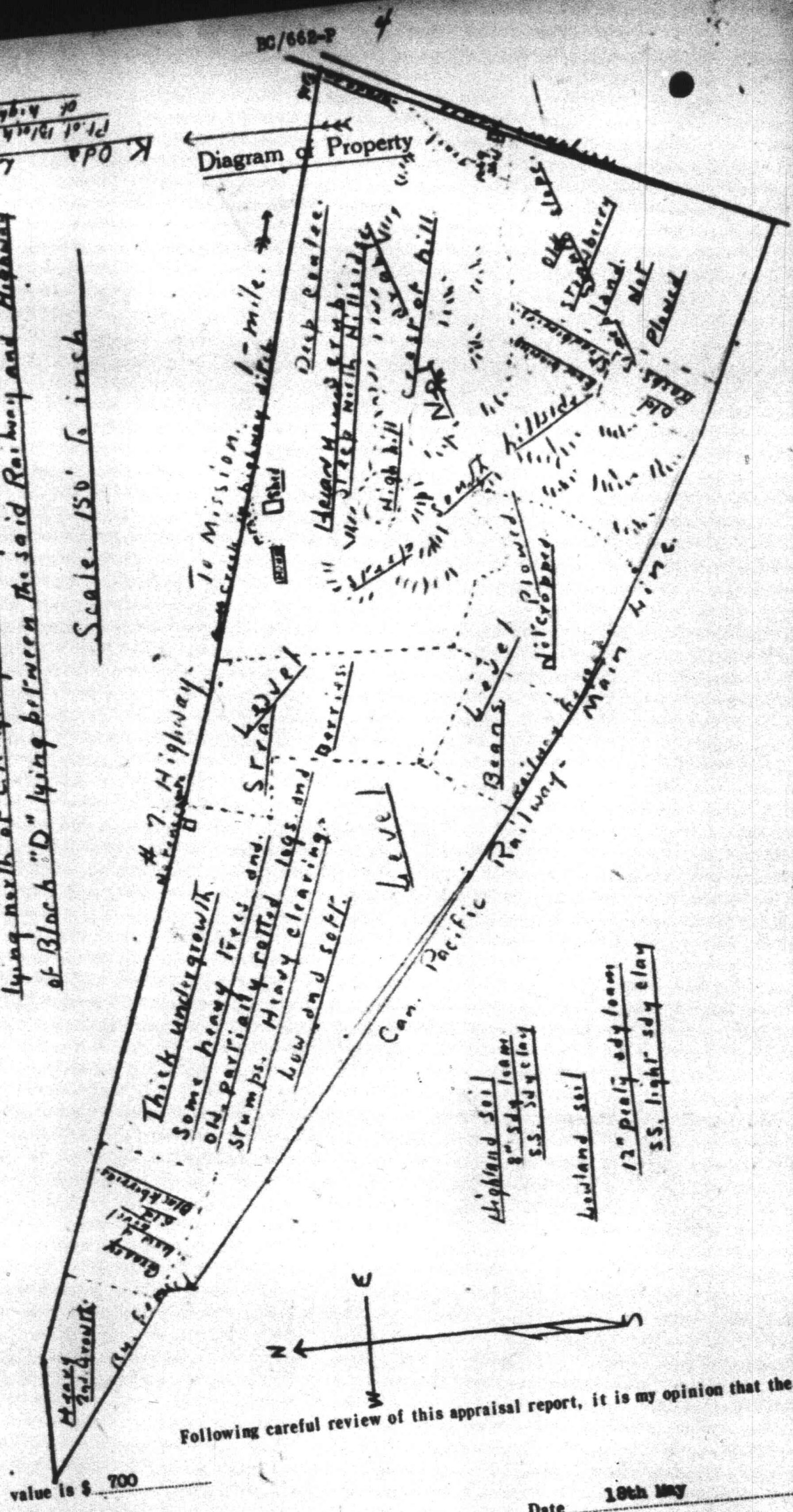
Total \$

Amount fruit trees add to value of farm \$

Inonge, — 12.5 acres.

Part of S $\frac{1}{2}$ of SE 19-17 and that portion of NE 18-17 lying north of C.P. Ry. right of way, & being that portion of Block "D" lying between the said Railway and Highway

Scale. 150' to inch



Date 16th May 1942

sgd. I.T. BARNET
District Superintendent.

5444
12406

SOLDIER SETTLEMENT and VETERANS' LAND ACT

File No. BC/662-P

(JL-50)

Vancouver, B.C.

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

INDUVE, Yoshinobu.

Dear Sir:-

Re: Part 28.88 acres more or less of the S. $\frac{1}{4}$ $\frac{1}{2}$ S $\frac{1}{2}$ of the S.E. $\frac{1}{4}$, Sec. 19 and of the N.E. $\frac{1}{4}$ Sec. 18, Twp. 17 as shown outlined in orange and lettered "D" on sketch deposited No. 4896 save and except all that portion of said Parcel "D" which lies to the N.E. of the New Arterial Highway shown on plan No. 4897 Municipality of Mission.

I beg to acknowledge receipt of Duplicate Certificate of Title No. 171892-E of the New Westminster Land Registry Office for the above parcel of land in the name of The Director, The Veterans' Land Act.

Included in the Veterans' Land Act cheque for \$ 14,372.91, in favour of The Secretary of State, forwarded to you and dated April 28, 1944 is the amount of the purchase price in full of the above land arrived at as follows:-

Purchase Price	- \$ 741.00 ✓
Less arrears of taxes to January 1st, 1943,	- \$ --
Amount paid to Secretary of State	- \$ 741.00 ✓

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

Yours truly,



T. Tedrick,
DISTRICT SOLICITOR

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

AY 27 1944

Date

Solicitor for
The Secretary of State

September 3, 1947.

LIABILITY SUMMARY

Re: Yoshinobu INOUE
 Regd. No. 13406

On his "JP" Form of April 21/42, the above named declared the following liabilities:

- (1) \$260.00 Mortgage on farm to S. SHIBUYA
- (2) \$728.00 to Vancouver General Hospital.
- (3) 70.00 to Dr. D. B. Gillies Vancouver, B. C. *As requested by Inoue, letter Feb 2/47.*
- (4) \$125.00 to Pacific Co-operative Union.

Subsequently the following claims were registered with the Custodians:

- (5) \$ 82.50 Dr. W. H. McIntyre, Mission, B. C.
- (6) \$ 47.00 Dr. Macrott, Mission, B. C.
- (7) \$ 20.45 Myokura KOZAI
- (8) \$ 21.25 Kahai KAMIMURA
- (9) \$215.40 DesBrisay's Departmental Store Ltd., Mission, B. C.

Of the foregoing liabilities No. 1 was liquidated from sale of property. No. 2: \$200.00 was accepted as payment in full, receipt on file. Nos. 3, 5 & 6 admitted and promised to settle direct. No. 4 amount disputed, will arrange direct. No. 7 & 8, Disputed. No. 9 settled direct.

Late in 1945 the following claims were registered:

Union Fish Co. Ltd.	\$25.95	<i>disputed</i>
Valley Credits Ltd. on behalf of		
Mohawk Services, Mission	3.60	<i>pd. Feb 2/49</i>

No comments have yet been received from Inoue regarding these claims.

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

M. L. Brown
 M. L. Brown.

MLB)JJW

September 3, 1947.

PERSONAL PROPERTY SUMMARY

Re: Yoshinobu INOUE
Regn. No. 13406

Chattels:

The above named listed on "JP" Form a quantity of household furniture claimed to be left in his home and also a number of garden tools and implements which were left in a shed on his property. This latter list, with the exception of $\frac{1}{2}$ case of glass and 3 Gas Lanterns enumerates the implements included on the list of chattels included in lease of April 20/42 to W. O. INGRAM. There is no evidence on file that would indicate that these chattels were examined or inventoried by Custodian's representative, nor is there anything on file to show that these chattels were removed or sold. No credits have been made to Inoue's account for chattel sales.

Bonds:

Declared on "JP" Form:
5 \$4.00 War Savings Certificates
12 Shares in Pacific Co-operative Union.
These did not come under control of Custodian.

Bank Account:

None

LifeInsurance:

None

AccountsReceivable:

None

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

M. L. Brown.
M. L. Brown.

MLB/JJW

September 3, 1947.

CHATTEL SUMMARY

Re: Yoshinobu INOUE
Regn. No. 13406

On his "JP" Form of April 21/42 the above named Japanese listed a quantity of chattels left on his property.

We have on file also a copy of the list of chattels which were included in the lease, granted to W. O. INGRAM on Apr. 20/42. See attached schedule.

The file does not reveal any information as to the final disposition of chattels.

No record is available of either their removal or sale, nor is there any record of their being inventoried by any agent of the Custodian.

(?) See list
high top
Recommendation
J.E. Carlson
filed behind
memo of 8/25/47

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

M. L. Brown
M. L. Brown.

MLB/JJW

A. E. Hartley, Truckee of Mission,
visited property sometime after Oct 11/44
(see this memo) & says tenant had left & place empty.
Hartley says he took all he could find to Mission, but gives no list
of what he took, & there is no record of any chattels
being sold in Inoue's name after
the above mentioned date.
Inoue is making a claim of 172.50 for chattels

File No. 5444

September 3, 1947.

CHattel SCHEDULE

Re: Yoshinobu INOUE
Regn. No. 13406

DECLARED ON "JP" FORM APRIL 21/42 AS LEFT IN DWELLING
HOUSE, R.R. # 1, MISSION BY OWNER.

1 Kitchen Stove	2 Dressers
1 Heater	1 Chest
3 Tables	1 Cupboard
3 Beds	

STORED IN SHED

1 Duster
50 Stands
1 Case Glass
3 Gas Lanterns
1 Shovel
3 Forks
1 Pitch Fork
3 Hoes
1 Hand Cultivator
1 Peevey
1 Mattock
1 Sledge Hammer
1 Backsaw
1 Axe
1 Shake Knife
1 Set of Scales
1 Square Shovel

LIST OF CHATTELS INCLUDED IN LEASE OF
APR. 20/42 AND SIGNED BY BOTH PARTIES
TO LEASE

1 Duster
45 Stands

1 Shovel
3 Forks
1 Pitch Fork
3 Hoes
1 Hand Cultivator
1 Peevey
1 Mattock
1 Sledge Hammer
1 Backsaw
1 Double Axe
1 Shake Knife
1 Scale Set
1 Square Shovel

File No. 5444


September 3, 1947.

SPECIFIED ARTICLES SUMMARY

Re: Yoshinobu INOUE
Regn: No. 13406

The above named Japanese did not declare owning or having surrendered any motor vehicle to the police, although the R.C.M.P. state that Inoue was owner of $\frac{1}{2}$ ton truck. It is assumed that this truck had been disposed of before he registered with the Custodian.

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


M. L. Brown

MLB/JJW

April 17, 1945.

MEMORANDUM From F. Matheson

Re: Yoshinobu INOUE. #13406. File 5444

There is no record of a motor-vehicle owned by this man having been surrendered to the police.

This man did not declare ownership of a motor-vehicle. Therefore, it may be assumed that the half-ton truck referred to in Information from RCMP sheet must have been disposed of before he registered with the Custodian.

F Matheson

File 5444

EVACUATION SECTION	
Rec'd	JAN 5 1951
File No.	5444
Atts.	
Submitted	Brown

112 Riverpool Rd.,
R. R. 11,
New Westminster, B. C.

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

I hereby acknowledge receipt of 1 Shrine, delivered to me
on December 19th, 1950, at Vancouver, B. C.

Y. Inoue
Yoshinobu INOUE

5444

15th December, 1950.

Mr. Yoshinobu ISOUYE,
112 Liverpool Road,
R.H. #11,
New Westminster, B.C.

Dear Sir:

Please be advised that as promised, we have made a search for your Shrine and have found two that would appear to fit the description supplied by you.

We would therefore, suggest that on your next visit to the City, you call at this office and we shall be pleased to have you visit our warehouse so that you may determine which is your Shrine.

Yours truly,

M.L. Brown,
Office of the Custodian.

MLB:HA

DR. G. E. GILLIES
OFFICE PHONE - PA CIFIC 2886
RESIDENCE PHONE - BAYVIEW 0083

DR. B. D. GILLIES
OFFICE PHONE - PA CIFIC 2434
RESIDENCE PHONE - PA CIFIC 6206

DRS. GILLIES & GILLIES

1124 MEDICAL DENTAL BUILDING

VANCOUVER, B.C.

March 15th, 1949.

C.H. Reed, Esq.,
Accountant,
Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
City.

EVACUATION SECTION	
Rec'd	MAR 16 1949
File No.	5464
Ass.	
Referred	

Dear Sir:-

- Re Yoshinobu Inouye, Regn. No. 13406-

This will acknowledge yours with enclosure
for which many thanks. Receipt herewith enclosed.

I would very much appreciate hearing from you
as to who it was that advised you of this amount outstanding. I have
a notation on the account that I intended giving it out for collection
but have no name of the collection agency, so cannot remember if I ever
did or not. If you would be so kind as to let me know where you got
this information, I would very much appreciate it.

Yours very truly,

*Advised by
tel.*

/RC.

Cheque made out to Dr. B. D. Gillies.
\$70.00

B. D. Gillies
.....
Sec'y. for Drs. Gillies.

3444

15th February, 1949.

Messrs. F.S. Ross & Sons,
Chartered Accountants,
Royal Bank Building,
Vancouver, B.C.

Dear Sirs:

Re: Union Fish Co. claim of \$25.95 against
Yoshinobu INOUE - Regn. No. 13406

Some time ago you filed a claim of \$25.95 on behalf of the Union Fish Company against the above Japanese. We have written to Mr. Inoue several times regarding this account, but he is insistent that this claim was settled by his wife prior to her evacuation in 1942, but he is unable to produce the receipt.

Please be advised that the Custodian is taking no further action in the collection of this account, and should you wish to contact Mr. Inoue direct, his present address is 431 Dufferin Avenue, Winnipeg, Manitoba.

Yours truly,

Office of the Custodian.

HA

5444

24th February, 1949.

Mr. Yoshinobu INOUE,
Regn. No. 13406,
431 Dufferin Ave.,
Winnipeg, Manitoba.

Dear Sir:

We acknowledge receipt of your letter of the 12th February, and note your remarks regarding payment of claim to the Union Fish Company. We have passed this information on to Messrs. P.S. Ross & Sons, Liquidators of the Company, and have advised them that we are taking no further action in the collection of this account.

As requested in your letter, we have paid in full your account of \$70.00 to Dr. B.D. Gillies, and enclose herewith Custodian cheque in the amount of \$391.35 being balance of your account at this office. For your information we enclose a statement of your account.

We note there were two claims filed against you which you promised to pay direct

Dr. W.H. McIntyre, Mission	\$82.50
Dr. E.J. Macrett, Mission	47.00

and as we have had no word as to whether these accounts have been settled by you, we have advised your creditors that if they have not received settlement to contact you direct, as we are taking no further action in the matter.

With regard to chattels left on your property, we regret to state that no chattels remained on your property in 1944 and there is no record of anything being sold.

Yours truly,

Office of the Custodian.

HA

Encls. (cheque)

5444

24th February, 1949.

Dr. W.H. McIntyre,
Mission City, B.C.

Dear Sir:

Re: Yoshinobu INOUE, Rem. No. 13406

Some time ago you filed a claim of \$82.50 against the above Japanese. Mr. Inoue stated he would make settlement of this account direct. If he has not already made payment, please contact him at 431 Dufferin Ave., Winnipeg, Manitoba, as the Custodian is taking no further action in the collection of this claim, and his account at this office is being closed.

Yours truly,

Office of the Custodian.

HA

5444

24th February, 1949.

Dr. E.J. Garrett,
Mission City, B.C.

Dear Sir:

Re: Yoshinobu INOUE, Resp. No. 13406.

Some time ago you filed a claim of \$47.00 against the above Japanese. Mr. Inoue stated he would make settlement of this account direct. If he has not already made payment, please contact him at 431 Dufferin Ave., Winnipeg, Manitoba, as the Custodian is taking no further action in the collection of this claim, and his account at this office is being closed.

Yours truly,

Office of the Custodian.

HA

5444

15th February, 1949.

Messrs. F.S. Ross & Sons,
Chartered Accountants,
Royal Bank Building,
Vancouver, B.C.

Dear Sirs:

Re: Union Fish Co. claim of \$25.95 against
Yoshinobu INOUE - Regn. No. 13406

Some time ago you filed a claim of \$25.95 on behalf of the Union Fish Company against the above Japanese. We have written to Mr. Inoue several times regarding this account, but he is insistent that this claim was settled by his wife prior to her evacuation in 1942, but he is unable to produce the receipt.

Please be advised that the Custodian is taking no further action in the collection of this account, and should you wish to contact Mr. Inoue direct, his present address is 431 Dufferin Avenue, Winnipeg, Manitoba.

Yours truly,

Office of the Custodian.

HA

431 Dufferin Ave.
Kinnipeg Man.
Feb. 12, 1949.

Mr. E. Robertson
Office of the Custodian
Vancouver B.C.

EVACUATION SECTION	
Rec'd	FEB 15 1949
File No.	5447
Ans.	
Forwarded	X Allan

Dear Sir:

Your letter of February 7. to
Spuzzum has been received in
Kinnipeg.

Your letter asked for the receipt or
some other evidence showing that payment
was made to Union Fish Company.

When all the cars and trucks were
taken from the Japanese by the Custodian
a Japanese man with an English
person driving an automobile came to
collect.

This man said that he was from the
Union Fish Company and was collecting
for this store. My wife asked where Mr.
Muraki was and he answered that he was
not working there any more. (Mr. Muraki
was the man who usually came to take
orders of goods and also to collect.) She

trusted that this man was from Union Fish Company because he had alot of other peoples bills with him that is why she paid it to him.

She remembers paying him because that was the time of evacuation and we needed all the money we had, so she had sold strawberry plants to pay him.

She did not bring any receipts with her to Onanitoba because she thought that once the bills were paid up she would not need it.

● Could you please send me the name and address of the person who was the ~~head~~ manager of that store at that time for I would like to write to him.

The Custodian is in charge of our household articles and farm tools. Can you please tell me what happened to them?

● There is some money which is yet to be paid to Dr. Gillies in Vancouver. Can you pay him with what you have of our money and send the balance to me to the above address for I am now in Winnipeg.

File no. 5444.

yours truly

W. H. Inoué G. Inoué

5444

February 7th, 1949.

Mr. Yoshinobu INOUE,
Reg. No. 13406,
Spuzzum, B. C.

Dear Sir:

We have for acknowledgement your letter of January 24th, 1949, and in accordance with your instructions have paid from your account to Valley Credit Limited the sum of \$3.30.

We note your remarks respecting the claim against you by Union Fish Company and before forwarding to you the balance of funds standing to your credit in this office we shall be glad to receive the receipt showing that payment was made to Union Fish Company, the name of the salesman to whom your wife made payment, or some other evidence for our records showing payment of this account.

Kindly let us hear from you as soon as possible.

Yours truly,

E. Robertson,
Office of the Custodian.

/ER

5444

REGISTERED MAIL

December 23rd, 1948.

Mr. Yoshinoru INOUE,
Registration No. 13406,
Spuzzum, B. C.

Dear Sir:

We wrote to you on August 29th, 1947 and again on
September 4th, 1947, pointing out that the following claims
had been filed against you:

Union Fish Co. Ltd.	\$25.95
Valley Credits Ltd. (on behalf of Mohawk Service, Mission, B.C.)	3.30

but do not appear to have received a reply. We are assuming,
therefore that these debts are owed by you and unless we hear
from you by January 24th, 1949 to the contrary we will pro-
ceed to pay these debts from funds standing to your credit
in this office.

For your convenience a stamped and addressed envelope
is enclosed.

Yours truly,

E. Robertson,
Office of the Custodian.

/ER
Enc. - Return Envelope.

PACIFIC CO-OPERATIVE UNION

GROWERS • PACKERS • SHIPPERS
OF HIGH CLASS BERRIES & RHUBARB



MISSION CITY, B.C.

November 13, 1948

Dept. of Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Hastings and Granville,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	NOV 15 1948
File No.	5444
Ans.	<i>[Signature]</i>
Referred	<i>[Signature]</i>

Dear Sir:

Re: Your File No. 54444
Yoshinobu Inouye

In answer to your letter of November 9th re the above party. On checking up this party's account we find that the United Farmers Co-operative Exchange share in the amount of \$10.00 was written off against a debit balance he had in the Pacific Co-operative Union at the time of evacuation. This amount did not cover his debit balance in the Pacific Co-op's books as we wrote off to bad debts the amount of \$70.56 which to date has not been recovered.

Trusting this is the information you require for your records, we remain

Yours truly,

PACIFIC CO-OPERATIVE UNION

[Signature]

Geo. A. Reid,
Secretary

GAR/vl

2312, 5444, 5573, 4962
5964 & 13382.

25th October, 1946.

Valley Credits Limited,
154 Main Street,
Mission City, B.C.

Dear Sirs:

Re: Mohawk Service.

In reply to your letter of the 21st October, we wish to state that the accounts listed were apparently not filed with this office previously. However we will do our best to assist you in this matter.

No. 1, Tsuneichi TSUJI has no funds at this office with which to make settlement and we would suggest that you write him direct at Nobleford, Alberta.

No. 2, Miyoshi SHIKANE also has no funds at this office with which to make settlement. His address is 569 Jamieson Avenue, Winnipeg, Manitoba.

No. 3, K. FUJINO died intestate, and his estate is in the hands of J.M. Streight, Official Administrator, New Westminster. We would suggest that you write to him in this connection.

Nos. 4, 5 & 6, Matsuji SAKOH, Ritschi SASAKI and Yoshinobu INOUE. We are writing to these Japanese today, regarding their accounts and will advise you upon receiving replies.

Yours truly,

W.E. Anderson,
Office of the Custodian.

WEA:HA

2071

VALLEY CREDITS LIMITED

464 Main Street,
Mission City, B.C.

October 21st, 1946.

Office of the Custodian,
506 Royal Bank Bldg.,
Hastings and Granville Sts.,
Vancouver, B.C.

Dear Sirs:

Re: H.P. Webb & G.F. Farrison (Mebank Service)

The above mentioned partnership has been dissolved, and we have been appointed Receivers. As such we have listed below the Japanese accounts outstanding on their ledger, and would very much appreciate if you would advise if these accounts are listed with you, as we can find no information to that end.

TSUJI, Tsuneichi	\$5.00
SHIMAZU, Miyoshi	6.64
FUKINO, E.	28.30
SAKOH, M.	4.85
SASAKI, R.	37.07
INOUE, Yoshinobu	3.30 ✓

This debtors formerly resided in this area.

Thanking you in advance,

We are,

Very truly yours,

VALLEY CREDITS LIMITED

"G.W."
MANAGER

22/23

4440 & 5444

9th August, 1946.

Mr. Yoshinobu INOUE,
Registration No. 13406,
Spuzzum, B.C.

Dear Sir:

We received your letter of the 5th August, enquiring about a cheque from the War Savings Department at Ottawa, representing the value of your wife's War Savings Certificates. We have no record here of any such cheque coming to this office. We will however make enquiries on your wife's behalf, and if we are successful in locating it, it will be forwarded to her.

If in the meantime you receive it, we would appreciate your letting us know.

Yours truly,

W.E. Anderson,
Administration Department.

WHA:RA

*See File 4440 for reply mail
Ottawa*

Custodian of Alien property
Japanese Division

506 Royal Bank Bldg

Vancouver B.C.

Spuyzen B.C.

Aug. 5 1946

EVACUATION SECTION	
Rec'd	AUG 6 1946
File No.	5444
Ans.	
Referred	Anderson

Dear Sirs:-

Some time ago my wife a resident of Oak
Bluff Manitoba, forwarded her savings certificates to Ottawa
for the purpose of turning them into cash.

Upon waiting for a considerable length of time and
getting no reply nor money. She again wrote to Ottawa
inquiring as to what had become of the money.

Upon reply from this letter she was informed that
the money had been forwarded to me in British Columbia
my residence.

I not having received any money from these
certificates as yet. wish to inquire to see if the
money has been forwarded to the Custodian's care.

If it is in the Custodian's care could you
please forward the money to me. Thanking you.

Yours sincerely,

Reg # 13406

G. Dwyer

Pickup

MEMORANDUM

File No. 3444

October 11th, 1944

To: Mr. R.H. Anderson

From: Mr. W.J. Iversen

3876 Longfield Hwy

Re: INOUYE, Yoshinobu
Mission (No other address)

The subject Japanese declared very few effects but a later inventory shows quite a large list. W.O. Ingram was the first lessee and included in his lease were tools listed on sheet "A" attached.

Sheet "B" for checking when removing goods for sale. There is no record of the present tenant.

WJI:LM

if

When I called here
Mr Ingram had moved and the
place was empty and all I could
find was what I brought to Mission
Market

A. S. H.

C
O
P

Y OF LIST OF CHATTELS INCLUDED IN LEASE BETWEEN

Yoshinobu INOUE, and W.O. INGRAM

- 1 Shovel
- 3 Forks
- 1 Pitch fork
- 3 hoes
- 1 Hand cultivator
- 1 Peevie
- 1 mattock
- 1 sledgehammer
- 1 Buck saw
- 1 Double axe
- 1 Shake knife
- 1 Muster
- 1 Scale set
- 45 Stands
- 1 Square shovel

INVENTORY OF CHATTELS BELONGING

TO

INOUE, Yoshinobu # 13406

In House upstairs

- 1 Trunk cont. old clothes & 1 suit case
- 1 Shrine case
- 1 Dish rack
- 2 Spud diggers
- 1 Manure fork
- 1 Mattock
- 2 Hoes
- 2 Peevees
- 1 Handle cultivator
- 1 Lime duster
- 3 School cases
- 3 Gas lanterns
- 1 Wooden tray
- 1 Pr. Jap sandals
- 2 Jap boxes of rags
- 2 Beds complete
- 1 Old dresser cont. 2 picture frames, ladies purse etc.
- 1 Straw trunk of papers
- 1 Box cont. few old shoemakers tools, pr. plyers, paper brush etc.
- 1 Shoe last
- 1 Crtn. cont. bed warmer, quan. perw. Papers, effects & vase
- 4 Crtns of clothes
- 1 Crtn. cont. few dishes
- 3 Crtns. books
- 1 Tin cont. clothing
- 1 Sack of old shoes
- 1 Sack lime dust
- 1 Crtn. Bee supplies
- 7 Shallow boxes
- 1 Sack of Salt
- 1 Home made table
- 1 Large wardrobb

In House main floor

- 1 Dresser
- 1 10 gal e rock
- 1 Home made table
- 2 Benches
- 1 Wash tub
- 1 Buck saw
- 1 Shovel
- 1 Lantern
- 1 Range
- 1 Heater
- 2 Beds complete
- 1 Crock bowl
- 1 Broom
- 1 Cooler cabinet
- 1 Jap basket
- Few Dishes
- 2 Cand y pails

Signed W. M. Anderson

In House main floor

- 1 3 Gal crock
- 1 1 gal oil can
- 1 Lunc h pail
- 1 Wash tub
- 1 Hoe head
- 2 Crtns. cont. bottles etc.

Woodshed & Bath house

- 13 Bncls. shingles
- 9 Boxes mixed bottles
- 2 Barrels
- 1 Sawdust hopper
- 3 Wooden pails
- 1 Home made Baby Cribb
- 1 Glav. Sink
- 1 Wash tub
- 4 Egg crates
- 1 Old wicke r Rocking chair
- 1 Bed complete
- 1 Bed spring
- 2 X cut saws
- Quan. ass. bottles
- Iron pot

Packing Shed & Garage

- 1 250 lb. scale
- 12 Sacks fertilizer
- 1 Sack of sulphur
- 6 6 lb bags of "SULFORON"
- 1 Manure shovel
- 10 Candy pails
- Quan of old harness
- 40 Lbs. berry wire
- App. 35 pickers trays
- 2 Wooden pails
- 2 32 lb. Bee Hive supers
- 1 Bundle fertilizer sacks
- 6 Jam crates
- 3 Potatoe crates
- 1 Box saki bottles
- 1 5 gal gas tin
- 2 Car rims

Signed

[Signature]

Wm. Anderson

MEMORANDUM

File No. 5444

October 11th, 1944

To: Mr. E.M. Anderson

From: Mr. W.J. Iversen

Re: IMOUKE, Yoshinobu
Mission (No other address)

The subject Japanese declared very few effects but a later inventory shows quite a large list. W.O. Ingram was the first lessee and included in his lease were tools listed on sheet "A" attached.

Sheet "B" for checking when removing goods for sale. There is no record of the present tenant.

WJ:LM

5444

May 17th, 1943.

The Secretary,
Vancouver General Hospital,
Vancouver, B. C.

Dear Sir:

Re: Kazuko INOUE, C86595, \$200.00. (Daughter)

Yoshinobu INOUE - Reg. No. 13406.

We have for acknowledgment your letter of the 29th ultimo, regarding your claim against the above named, in which you stated that you were prepared to accept \$200.00 in settlement of your claim against him.

We have now received \$200.00 from Inoue in the form of two cheques amounting to \$50.00 and \$119.00 respectively, made out to Inoue and endorsed by him to you, and a Postal Money Order for \$31.00. We are forwarding these cheques etc. herewith.

Would you please let us have your receipt in duplicate at your earliest convenience, and oblige.

Yours truly,

A. McAlister,
Claims Department.

AMcA:ND
Encl. 3.

5444

May 7th, 1943.

Mr. Yoshinobu INOUE,
Registration No. 13406,
Spuzzum, B. C.

Dear Sir:

Your letter of the 2nd of May, 1943 to hand. You did not say in this letter what you were going to do with the Vancouver General Hospital claim. In your previous letter of the 6th of April, 1943, you stated that you would make a settlement by the 20th of May, if the Hospital reduced their claim to \$200.00. We want to draw your attention again to the fact that the Hospital may withdraw that offer if you do not make a settlement of your claim by the end of this month.

With regard KOZAI and KAMIMURA claims against you we would prefer that you write to them direct. Kozai's address is:- Registration No. 12979, Christina Lake, Cascade, B. C. Kamimura's address is:- Registration No. 13459, Camp 15, Hope, B. C.

Unless we hear further from you yourself or your creditors we will not take any further action with regard to these two claims. We would, however, like to hear from you when you have settled them.

Yours truly,

A. McAlister,
Claims Department.

AMCA:ND

Mr. A. McAlister,
Claims Department.
Office of the Custodian.
Vancouver, B.C.

Spuzzum
May 2nd 1943.

B.C. SITUATION SECTION	
DATE	MAY 3 1943
FILE NO.	5244
ANSW.	<i>[Signature]</i>
REFERRED	<i>[Signature]</i>

Dear Sir;

I have received Your letter of the 28th April 1943. And
repling to you that about Mr. Kozai and Mr. Kimura.

I have in my remembrance that I have owing from them yet.
But I did not know that how much was standing of debt balance
~~from~~ to them.

So the last letter to you of the 6th April, that letter wrote
by another people for me, I told to the wriyer, about Mr. Kozai and
Mr. Kimura And Pacific Co_op Union that I do not know how much
still I owing from them and I would like to settle of this matter
with them, but I do not know of ~~where~~ their address so I would like
to know where they are; I would liked to write as the above, but
the writer could not caught my meant, that I have found that is
a mistake writinning but I could not changed, and so I wrote added
some words with the pen at the last of the letter of before.

Anyhow that I have still owing from them and I am Very sorry
to you that I made you in very trouble of this matters.

I will be very careful in future if as ~~somebody~~ write a letter
for me and thanks.

Your's Truly

G. Inouye

5444

April 28th, 1943.

Mr. Yoshinobu IMOUYE,
Registration No. 13406,
Spuzzum, B.C.

Dear Sir:

Replying to yours of the 6th April, 1943. We have heard from the Vancouver General Hospital to the effect that while they have no record of having previously agreed to accept \$200.00 in settlement of their claim against you, they are, under the circumstances, prepared to accept your offer of \$200.00, if paid immediately. We would, therefore, appreciate receiving a cheque from you for this amount.

We note that you are going to settle the claims of Drs. Gillies, McIntyre, and Eacrett within the next three months.

You have already made an arrangement for a settlement of Messrs. DesBrisay's Departmental Store Ltd. account.

We wrote to KOZAI and KAMIMURA for particulars of their claims, and we have heard from KOZAI, enclosing details, copy of which is attached herewith. We have not yet heard from KAMIMURA and when we do we will communicate with you again.

Yours truly,

A. McAlister,
Claims Department.

AMCA:DE

Encl.

Mr, R.D. Richardson,

Department of the Secretary of the State

Office of the Custodian,

Vancouver B.C.

Spuzzum B.C.

April 25th, 1943

MISSION SECTION	
Rec'd	APR 27 1943
File No.	5444
Referred	Anderson

not to be distributed
McChesney

Dear Sir;

I have received your letter of April 17th 1943,

In replying to you that I would like to settle of this matter
with direct to Corporation of the District of the Mission;

Accordingly the year of 1941's Tax was sent already yesterday;

And also I wrote a words to them that about the Tax of 1942 ,
that I will make a remittance at 10th of June 1943.

And I beg Your pardon to ask to you, that about the Tax of
the year of 1940, That year's Tax was I have paid at 26th of September
of 1942, and I have a receipt of which signed by a officer of the
Corporation of the District of the Mission, also I have kept a receipt
of the money order of the post office of Spuzzum B.C,

I will be enough if you please find this matter out and thanks.

Your's Truly.

G. Inocye

✓
1943

Spuzzum B.C.

April 6th 1943.

To The Office of the Custodian
506 Royal Bank Bldg.
Vancouver B.C.

EVACUATION SECTION	
Rec'd	APR 7 1943
File No.	5444
Ans.	
Referred	M. A. L. G.

*out
Cramer*

Dear Sirs,

In reply to your letter of March 24th and with reference to the various accounts which you mention as unpaid.

The account due the Vancouver General Hospital is questionable as in 1936 I was visited by an officer of their collection Dept. and advised by him that the Vancouver General Hospital was willing to settle this outstanding account for the sum of ~~two~~ hundred dollars unfortunately at this time my finances were such that I was unable to take advantage of their offer. However if they are still agreeable to settle for this amount I think I would be safe in saying that I could pay this amount by May 20th.

In regard to the other accounts I will be in a position to take care of these within the next three months. As far as I know they are correct but I have no knowledge of owing Mr Kozai or Mr Kamimura anything, if you have details as to these accounts I should be glad to know how and when they were incurred. To the best of my knowledge I do not owe anything to the Pacific Co-op. Union *may be some, but I will be settle it myself*

Yours Truly,

G. Inouye

Your File No. 5444.

Not reply until we hear from Hospital

SH
14 4 43

*Please file
5444*

**DESBRISAY'S DEPARTMENTAL
STORE LIMITED**

MISSION CITY, B. C.

March 27th 1943

A. McAllister Esq

Jap. Claims Dept

Vancouver

Dear Sir

In reply to yours of the 24th instant, would say that we have agreed to settle with Y. Inouye for \$180.00, to be made in nine monthly payments of \$20.00 per month. First payment to be made on April the 8th.

Had intended writing you but thought best to wait until we had received the first payment.

Inouye has always tried to live up to his promises, and we expect he will come through as agreed. As you suggest we will advise you if there is any failure on his part. We have not heard from any of the others.

Yours truly

DesBrisays Departmental Store

Per - *J. J. box*

RECEIVED SECTION	
Rec'd	MAR 29 1943
File No.	5444
Ans.	A. M. A.
Referred	McAllister

ref to claimer

Mrs. A. Cramer
Vancouver B.C.

EV. CITATION SECTION	
Rec'd	MAR 27 1943
File No.	544
Ans.	Cramer
Referred	

544 44
10693-
Spuzzum B.C.
Mar 26-1943

Dear Sir

I am in replying to your letter of the 19th of March, that for which you wanted a duplicate of the mortgage.

I can not comply to your requisition right now, that because I do not know where it is, because I was at here Spuzzum B.C. when my family are moving to Manitoba last spring, as that time my wife and children has transacted every thing of the house, so I don't have any principal document at here.

I am very sorry to you, that I can not to comply with your requisition. But will you ask to S. Shituge, he will to offer the duplication to you. The principal of the mortgage was \$448.60. that is no interest on it as the duplicate shown. and I think I have been paid \$230 down since January 1940.

I may ask to you, that for what and why are you going to make a copy of the document of the mortgage, we have been made the duplication of the mortgage at before. or I will be glad that if to be make renewal for another two years. I unable to pay in full right now, because I must to be support my big family when they have evacuated to Manitoba.

I have owing quite bit of money from white man's store or elsewhere. then I should ~~and would like~~ ^{like} pay them first I think it will take nearly full this year. and so. I could pay to S. Shituge from 1944. So will you kindly hold it until next year please
Yours truly
J. Inouye

10693 ✓
5444

File → 5444

March 25, 1943.

Mr. Botaro SHIBUYA,
Registration No. 00313,
Tashme, B.C.

Dear Sir:

Re: Yoshinobu IMONYE

Will you please send into this office the duplicate of the mortgage given to you by the above named Japanese covering the following property:

Part 28.38 acres more or less of the S. 1/2 of S.E. 1/4 of Sec. 19 and of the N.E. 1/4 of Sec. 18, Twp. 17 as shown outlined in orange and lettered "D" on Sketch deposited #4896, save and except all that portion of said Parcel "D" which lies to the North east of the New Arterial Highway shown on plan #4897, Mun. of Mission, B.C.

As soon as we have made a copy of the mortgage it will be returned to you. If it should be more convenient for you to let us have a certified copy of the document it would serve the purpose.

Will you also kindly supply us with a statement as to how the mortgage stands at date as to principal and interest.

Yours truly,

(D.A. Cramer)
for Ian Macpherson
Title Examiner

146
DAC:FC

5444

March 24th, 1943.

Mr. Yoshinobu INOUE,
Registration No. 13406,
Spuzzum, B.C.

Dear Sir:

Yours of the 17th of March to hand, and we note that DesBrisay's Departmental Store Ltd. have agreed to reduce their claim against you by \$35.40, leaving a balance of \$180.00, and that you have agreed to pay this off in nine monthly payments of \$20.00. Under the circumstances the Custodian will not take any further action on this claim. We would appreciate if you would advise us when the claim has been paid in full in order that we can keep your file up to date.

In the meantime we are listing below a complete list of the claims against you which have been filed with the Custodian:

Vancouver General Hospital	\$728.15	
Dr. Gillies, Vancouver	70.00	
Dr. W. H. McIntyre, Mission	82.50	
Dr. Eacrett, Mission	47.00	
Hyokura KOZAI	20.45	Disputed
Kahei KAMINURA	21.25	Disputed
DesBrisay's Departmental Store Ltd.	215.40	Settling direct
Pacific Co-Operative Union		

Delta amount to arrange direct

Please advise us whether the above claims are correct or otherwise. If they are correct, we would like to know how you propose arranging a settlement.

Thanking you in advance for an early reply.

Yours truly,

AMCA:DE

A. McAlister,
Claims Department.

5444

March 24th, 1943.

Messrs. DesBrisay's Departmental Store Ltd.,
Mission City, B.C.

Dear Sirs:

re: Yoshinobu INOUE

With reference to the claim amounting to \$215.40 which you lodged with the Custodian against the above named Japanese, we have received a letter dated the 17th of March, 1943 from INOUE, copy attached hereto.

Will you please advise us by return if this arrangement has been agreed to by you. If so, please advise us when complete settlement of your claim has been made.

Yours truly,


AMCA:DE

Encl.

A. McAllister,
Claims Department.

File No 5444.

Spuzzum
B.C.

March 14TH 1943

To The Dept. of the Secretary of State
Office of the Custodian
506 Royal Bank Bldg.
Vancouver B.C.

NOTIFICATION	
MAR 19 1943	
Dist.	5444
Ans.	A. M. G.
Referred	Immediate
out to frame	

Dear Sirs,

I am in receipt of your letter of the 6TH of March 1943 & would state in reply that after receiving your letter I communicated with Des Busays Dept. & the LTD, Mission, re the A/c for \$215.40. & in reply have received a letter from them stating that they are agreeable to reduce the A/c. by \$35.40 and that the balance can be paid by me in 9 monthly payments of \$20.00 each. I have today written them to say that I am agreeable to the above and will commence paying them \$20 per month starting with the month of April.

Yours Truly,
G. Inouye

10693 ✓
5444

5444

March 19, 1943.

Mr. Yoshinobu INOUE
Registration No. 13466,
Spuzzum, B.C.

Dear Sir:

Re: Sotaro SHIRUYA

Will you please send into this office the duplicate of the mortgage given by you to the above named Japanese covering the following property:

Part 26.88 acres more or less of the S. 1/2 of S.E. 1/4 of Sec. 19 and of the N.E. 1/4 of Section 18 Twp. 17 as shown outlined in orange and lettered "p" on sketch deposited #4896, save and except all that portion of said Parcel "p" which lies to the North east of the New Arterial Highway shown on plan #4897, Mun. of Mission, B.C.

As soon as we have made a copy of the mortgage it will be returned to you. If it should be more convenient for you to let us have a certified copy of the document it would serve the purpose.

Will you also kindly supply us with a statement as to how the mortgage stands at date as to principal and interest.

Yours truly,

(D.A. Cramer)
for Ian Macpherson
Title Examiner

DAC:FC

COPY FOR CUSTODIAN

Silverdale, B.C.
22nd Sept. 1942.

District Superintendent,
Soldier Settlement Board,
Box 1059, Vancouver, B.C.

Dear Sir:

When in Mission last, I was looking at a piece of land $1\frac{1}{2}$ miles West of Mission, owned by a Japanese named, Inowwi?, who I understand is in Manitoba; I enquired who had charge of the sale or renting of this place and was informed that it was under your supervision.

Would you kindly inform me, if possible, the price for which this land could be bought and under what terms or whether this land will be sold under the New Soldier Settlement Scheme.

Thanking you in advance for a reply.

Yours faithfully,

"A.J. de L. Clark (Lieutenant)

#30 V.G. of C. (A.F.)

Ioco, B.C.

5444

REGISTERED

January 4th, 1943.

Mr. Wm. O. Ingram,
R. R. #1,
Mission, B. C.

Dear Sir:

Re: Yoshinobu INOUE

We have written you numerous letters in connection with the rental on the above Japanese property and to date we have had no response from you.

As this matter has been outstanding as of November 1st, we request that you let us have your remittance to cover November and December by return mail or else we shall turn this matter over to the Custodian's solicitors within ten days of your receipt of this registered letter.

Yours truly,

R. D. Richardson,
Farm Department.

HRC/EM

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY: MISSION

Date: May. 12th. 1942

NAME: INOUE, Yoshinobu

REGISTRATION NO. 13406

ADDRESS: 3876 Loughheed Highway R.R.1 Mission, B.C.

PROPERTY:

ACREAGE: 12 $\frac{1}{2}$ acres app. 5 $\frac{1}{2}$ Acres cleared

KIND OF CROPS: Straws Beans
 3 1 $\frac{1}{2}$

APPROXIMATE ACREAGE OF EACH:

HOUSE: 1 $\frac{1}{2}$ Storey VACANT:

OCCUPIED: Yes

DESCRIPTION: Frame

ROOF: Shingle

SIZE: 14 x 24

NO. OF ROOMS: 3

CONDITION: Fair

OTHER BUILDINGS: Woodshed & bath house 14 x 28

Packing Shed & Garage 16 x 18

NAME OF LESSEE OR RENTOR: William INGRAM (above address)

TERMS: \$ 45.00 pr season.

WATER: Well

ON:

OFF:

LIGHT: Electric

ON: Yes

OFF:

REMARKS: We were told that Mr. Ingram intends to vacate soon.

INVENTORY OF CHATTELS LEFT ON PROPERTY:

SEE ATTACHED LIST

Signed:

R. M. Anderson
Charles

4440 a

LIST OF CHATELS INCLUDED IN LEASE BETWEEN

INOUE.Y.

of Mission City

and

W.O.Ingram.

I	Shovel	✓
3	Forks	✓
I	Pitch fork	✓
3	Hoes	✓
I	Hand cultivator	✓
I	Peevie	✓
I	Mattock	✓
I	Sledgehammer	✓
I	Buck saw	✓
I	Double axe	✓
I	Shake knife	✓
I	Duster	✓
I	Scale set	✓
✓ 45	Stands	
I	Square shovel	✓

The above signed by both parties

Mr.Campbell's File No.560.

(2)

Exhibit 75

172⁸ Journal of Epiph.

frequent entries again almost,

1 mile museum on the highway. near
 Since 1978. See the developer. Has it a good area for birds -
 a large marshy area. & white farns are

Assess 385. dup 630.
 P bought in 1912 - \$1550 for road, 30 ac. - bushland
 to be taken for

1934 2400

11th June Cultures not planted except for Stramonium

1919 1920

Using house (not completed at time) - Magazine Shingle on outside
+ inside walls.

Types of flowers just before you left

? Purchased Shingles to finish - 6000 @ \$ 12⁵⁰

Wally Spoke is man who had been

5 acres cleared, under cultivation 3 1/2 acres

(still there) total 5 out of 10

3000 - not cultivated - Small trees

Spence 5 years

Some strands for year
If better postcard clearer: it would be best for strands (Sunny Ends)
? Test plants all a year. the witness paper
to see if some ^{spiral} seeds / see what type of fertilizers
then fertilizers

6/James
Metcalf

(2)

when last test 1941 about engine before
Wase Ap 1941.

wife made arrangements with Ingram's & wife did not ask
\$55 for quarters.

Wife may not have made arrangements for trip

Ap 1943/44 Green's sister to L. Blaine (Custodian)

(JP) Solved by daughter) Ap 21 1944

you were not asked to complete - No

Colon of Blaine. Did you have - Yes

Daughter says R.P. Shide to Blaine. & he &

but did not mention Blaine.

any reason why omitted? Don't know why.

When bought bees? 1944/23 Bought 2 Col.

James 35 Colours. & since 1945 sold kept at

approx market price 1/2 lb of bees. \$25 a colony.

a while more in museum for to \$50 (Charles Moore)

any thing from bank for Blaine

~~any thing from bank for Blaine~~

any thing from bank for James & James Ingram? No

How much from sale of James

\$445.00 Custodian part debt

were Charles there when you left - Yes

- Sister (last) - Yes - had more

? when purchased table - store 1934/5.

Michigan - \$545

what had been sold for

\$44.20

& dealer - In fair condition

\$3

3 tables

\$4.50

3 Bed's Matts.

\$25

2 Dressing 104 x 104

\$5.25

(1 Cupboard.

don't remember.)

50 Stands (for picking berries) \$24

1/2 Can glass

\$5.00

3 for Blaine \$14 each 1944/30

\$4

Mrs. Blaine (Custodian was for)

1st Radio

1 Book Saw

(Bought 5 @ \$16 each

(for last 2 - for \$10)

4 2

one change
 Seal paid for 1919/20. (for) - Seal paid \$10 I think
 1. Some food

Don't

? Had 12 1/2 acres - what work.

How much are the dearland \$400

indeed - \$100 I guess

500
 200
 200
 200

3 1/2 (all the Hutchins) @ some not know

1 1/2 Acres @ \$400

7 1/2 miles @ \$100

2000

200

200

See if

copy

judge

When did you leave: - I was ~~at~~ Monday 8 1942
 Did daughter tell you she was signing for you
 after I was to mention (in 1942) No
 Did anyone receive a copy No

was. Furniture left when I went to England

File No. 5444

MEMORANDUM for Claim File. Case No. 2

Yoshinobu INOUE

Re: Amended claim for chattels to be heard later.

Mr. INOUE has moved to Winnipeg. Present address 431 Dufferin Ave.,
Winnipeg, Manitoba.

Chattels were inventoried by S.C. Carlsen & R.M. Anderson, Nov. 12/42 (copy
on Claim file).

A.E. Hartley, trucker of Mission, visited the property sometime after
Oct. 11/44, and stated tenant had left and place empty. Hartley says he
took all he could find to Mission, but gives no list of what he took and there
is no record of any chattels being sold in Inoue's name.

HA

IN THE MATTER OF THE "INQUIRY ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE

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

20

Montreal, P. Q.,

December 8th, 1947.

IN THE MATTER OF THE CLAIM OF
YOSHIOKI INOUE

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.V.C. HUNTER, Esq.,

appearing for the
Dominion Government.

R.J. McMASTER, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

G.H.R. UPTON, Esq.,

Official Interpreter.

T.P. HUNTER, Esq.,

Official Reporter.

20

Y. Image,
in Court.

MR. McMASTERS: I would ask we proceed, my lord, with
No. 6 on the list, the case of Yoshimoto Image.
I would ask for the services of the Interpreter
in this case.

YOSHIMOTO IMAGE, the Claimant herein,
being first duly sworn,
testified as follows:

MR. McMASTERS: My lord, I would say that this man
speaks fairly good English and I would suggest
we carry on in English as far as we can, and
if at any point the witness doesn't understand,
he can let us know and we can have it translated
for him.

THE COMMISSIONER: All right, we will try it that
way.

MR. McMASTERS: Can I have the claim recap, please?

My lord, I would ask to amend this claim, if
I might, in the following respects -- I saw
the witness for the first time this morning and
he hadn't had legal advice in drawing it and
he made a claim under chattels on the farm
for the crop of 1942. After discussing the
matter with him, and explaining it to him, he
is prepared to abandon the claim.

With respect to chattels, however, there
is a claim which I would like to add to the
chattel claim with respect to personal property,
and I will adduce evidence concerning it in the
sum of \$172.50 covering household effect and
tools and equipment about his premises.

Y. Inouye,
Direct Exam.

THE COMMISSIONER: Any objection, Mr. Baxter?

MR. BAXTER: I am certainly in no position to cross-examine on that, my lord. The information we have taken out of the old file for this file is purely on the basis of the claim made by the claimant. I have no information whatsoever insofar as chattels are concerned.

10 THE COMMISSIONER: If the amendment is granted, it might be necessary for the claimant to return in January for cross-examination on the chattels.

DIRECT EXAMINATION BY MR. McMASTERS:

Q You are at Spuzzum, Mr. Inouye. Would it be possible for you if it is necessary to come back in January for a further hearing providing you had notice?

A I will be at Winnipeg at that time.

Q You will be at Winnipeg at that time?

20 A Yes.

Q How long will you be at Winnipeg?

A To the end of March, I think.

THE COMMISSIONER: I will grant the amendment, subject to this; if required by Government counsel, it will be necessary for this witness to attend for further cross-examination at a point to be fixed when the matter is later spoken to.

MR. McMASTERS: Thank you, my lord.

30 Q Mr. Inouye, you are the Yoshinobu Inouye shown in this claim form? At Yes.

Y. Inge,
Direct Exam.

Q You signed it? A Yes.

Q And swore it before a Notary Public?

A Yes.

Q It was on your instructions to me this morning that the amendment which I have just asked for was made to the claim abandoning the crop claim? A Yes.

Q And substituting a claim for certain chattels?

A Yes.

20 (CLAIM MARKED EXHIBIT No. 1)

Q Now, witness, you presently reside at Spuzzan, B.C.? A Yes.

Q And you formerly resided at Mission?

A Yes.

Q And near Mission, about a mile from Mission, you owned a piece of property which is described in the claim form? A Yes.

Q That property was farm property, is that right?

A Yes.

25 Q About a mile from Mission? A Yes.

Q In the Province of British Columbia?

A Yes.

Q And about a mile away from the Consolidated School? A Yes.

Q It was on No. 7 Highway? The northern boundary was on No. 7 Highway? A Yes.

Q And in that area there were a number of other farms, is that correct?

A That is correct.

30 Q And primarily the farmers there were engaged in

Y. Kuroki,
Direct Exam.

the production of berries?

A Yes.

Q You had resided on this farm for some considerable time? As I beg your pardon?

Q You had lived on that farm for some time, is that right? As Yes.

Q About how long?

A In the years, you mean?

Q Yes, about how long had you lived there?

10 A Three months.

Q Now, I am sorry, let's put it this way: You owned that farm for how long?

A Oh, since 1918 I had that farm.

Q You had somewhat area develop, had you?

A Yes.

Q And what sort of a farming area was it regarded as? As I don't understand it.

Q I am sorry, I will have to have the Interpreter interpret it.

20

THE INTERPRETER: What is the point you want established -- the nature of the soil?

MR. McMASTER: Q The nature of the area. Was it a good, bad or indifferent farming area?

THE INTERPRETER: For berries.

MR. McMASTER: Q For berries, yes.

THE WITNESS: It was good for strawberries and vegetables.

Q Was that a Japanese settlement in there? Did you have a lot of Japanese neighbours, or were

30

they Occidental neighbours?

A Yes, there was a lot of Japanese neighbours
and white there, too.

Q White as well? A Yes.

Q Now, I understand that you don't recall exactly
the assessed value of that land?

A Not exactly, no.

10 Q The district representative of the Custodian
has advised him that the land was valued at
\$385.00, or assessed, rather, at \$385.00 and
the improvements at \$600.00. To the best of
your recollection is that approximately correct?
Mr. Interpreter, the representative of the
Custodian has advised him that the land was
assessed at \$35.00 and the improvements at
935 \$600.00. Is that approximately, to the best of
his recollection, correct?

THE INTERPRETER: A: He thinks it is cheap.

20 Q No, I am sorry, perhaps he thought I meant the
value. That is the valuator's opinion -- the
assessed value that the Municipality assessed.

THE INTERPRETER: A: He says if it is a question
of valuation for taxation, he considers it all
right.

Q It is a question of fact. That, to his re-
collection, is approximately what the Muni-
cality assessed it at.

THE INTERPRETER: A: Yes, he says that is fair.

30 MR. HAYES: My Lord, I think we can agree that
was the assessment. We have looked it up and

that is the assessment.

MR. McLAUGHLIN: Now, I understand you first purchased property in 1913 in this area?

A I beg your pardon?

Q I understand you first purchased property in 1913 in this area? As Yes.

Q And how much did you buy at that time?

A \$1550.00, I guess.

Q It cost you \$1550.00 for how many acres?

10 A That is what I paid for it.

Q Yes, for how many acres?

A For nearly thirty acres.

Q And was that cleared or not? As It was
bush land.

THE COMMISSIONER: We are not talking about the land which is the subject matter of this claim.

MR. McLAUGHLIN: Yes, that is involved in it. Thirty acres was his original purchase. I want to come to his disposal of part of it.

20 Q Now, I understand in 1931, you sold part of that land? As Yes.

Q To whom did you sell it, and for how much?

A Six acres to the Government and 11½ acres to E. Oda, who is Japanese.

Q Yes, and the six acres for the Government, what purpose did the Government acquire it for?

A You mean --?

Q That was the British Columbia Government, was it?

As I think so.

30 Q What did they buy it for?

A A thousand dollars.

Q Yes, but I want for what purpose did they use

it?

A For a highway.

THE COMMISSIONER: For which?

MR. BELMONT: For highway purposes, my lord.

Q How was that value of a thousand dollars arrived at? Mr. Interpreter, you might ask him how was the price of a thousand dollars which the Government paid him arrived at?

10 THE INTERPRETER: A He said the valuator came along and it was mutually agreed between them.

Q What valuator?

THE INTERPRETER: A He doesn't know his name.

Q No, but I want who did the valuator represent?

THE COMMISSIONER: Q Was he a Government man?

THE INTERPRETER: A Yes, a Government man.

MR. BELMONT: Q Now, that was six acres?

THE WITNESS: A Yes.

20 Q In 1930, you sold some land to K. Oh?

A Yes.

Q How much land did you sell him out of this parcel of what was left of the 30 acres?

A 11½ acres.

Q And for what price?

A \$24,000.00.

Q And how much of that 11½ acres had been cultivated?

A Four acres.

Q And had those four acres been cultivated?

30 A No, sir, but just little -- some part of that

planted with magnolias, but not very many.

Q Not very many? Were there any buildings on that land that you sold to Oda?

A Yes.

Q What building or buildings, and what was their nature?

A One dwelling

house and one chicken house and one rock house.

Q And were they substantial buildings or how would you describe their condition when you sold them to him? I would like to have that interpreted. Would you repeat the question to him, please?

THE INTERPRETER: As unfinished.

Q And how old were they?

THE WITNESS: As I built the dwelling house in 1933, and the chicken house built in 1936.

Q Yes, you built the dwelling house in 1933 and the chicken house in 1936.

THE COMMISSIONER: What was the price there --

20 \$200.00?

MR. HENRY: \$200.00, my lord.

Q And the area was 12 1/2 acres?

A Yes.

Q Now, in 1933, did you build some building or buildings on the remainder of the land on what you had left?

A Yes.

Q By the way, what was left after you sold those two parcels to the Government and to Oda is the piece of land which is the basis of this

30

claim, is that right?

A Yes.

MR. HARTMAN: What was the answer to the question about when he built?

MR. HARTMAN: On the remaining land in 1934.

Q Now in 1934, what did you do with respect to this piece of land which is the subject of this claim, or what was the building, I will put it that way, that you commenced building?

10 THE INTERVIEWER: A He made a new building?

Q Yes, what was it he built or began building?

A The living house.

Q And according to the valuator's report which my learned friend is going to put in, I understand in this case -- I might just refer to this and you might correct me if it is wrong -- the house is approximately 16 x 28 and it is constructed of lumber?

A Yes.

20 Q It is about 12 feet high with a shingle roof?

A Yes.

Q And at the time you were evicted, it wasn't completed? A No.

Q Now in what respect was the house not completed?

A Not finished -- unfinished.

Q Yes, how was it unfinished? What required still to be done to it?

A To put shingles on the outside.

Q Put shingles on the outside walls, is that correct? 30

11
I. Brown,
Direct Exam.

THE WITNESS: As Yes, shingles on the outside walls, and inside wall, too, and floors were laid at that time. I put them on just before the evacuation.

Q You had put the floors in just before you were evacuated?
As Yes, one year before.

Q Was the house quite livable? You could live in it comfortably?
As Yes.

10 Q I understand, witness, you built this house yourself, is that right?
As Yes.

Q Can you give the Court any estimate of what your out-of-pocket expenses were; that is, what you paid for material or any help -- labour?

A About nearly \$500.00, I think.

Q Yes, you don't have the bills with respect to that?
As No, I haven't.

Q And that is as close an approximation as you can make of what it cost you to build this, for materials and labour?
20

A I can't figure about the labour because I worked myself on that.

Q We are not counting your labour in the picture at all. You have said you built it yourself?

A Yes.

Q What is the type of flooring you put in just before you were evacuated?

A Flooring?

Q Yes. What kind?

30 A It was all right.

F. L. L. L.
L. L. L. L.

Q What kind of wood, though?

A It was fir.

Q Now, had you made any preparations to finish the premises before you left them, that is to finish the building before you were evacuated? I wonder if you can interpret that, please.

THE INTERPRETER: A: I don't think he quite understands what you are getting at.

20 Q Perhaps I might ask this question and my learned friend can object before we get it translated if he feels inclined. I understand you had purchased certain shingles to finish the house before you were evacuated?

A He bought the shingles at the sawmill.

Q How many shingles were there?

THE WITNESS: A: Six thousand shingles.

Q And do you recall how much you paid for those shingles?

A: I paid

\$2.50 per thousand, that is for six thousand.

20 Q That is \$15.00?

A: \$15.00.

Q Now you were unable to do that job before you were evacuated, is that correct?

A I beg your pardon?

Q You weren't able to get the job done before you were evacuated?

A: Yes, if

we stayed there.

Q But you hadn't done it?

A: No.

Q Did you make any arrangements to have it done?

30 A Yes. I told my wife to arrange for to put the shingles along the house, because at that time

I. Inoue,
Direct Exam.

I wasn't there at Mission, you know.

Q And do you know whether she made any arrangement?

THE INTERPRETER: At She spoke to the man who had the lease to that effect.

Q Yes, and she had -- was it your understanding that he would do that? Was it your understanding that this man would put the shingles on?

THE WITNESS: At I don't know.

10 Q You don't know. Your wife made the arrangements?

A Yes.

Q Now on the property there were also two other buildings Mr. Inoue. One is described as a shed in this valuation report. The size of it is shown on this report as 20 feet by 24 feet, is that correct?

A No, 20 x 32, it should be.

Q Yes, and how high was it?

A Nine feet high.

20 Q And how was the outside of it finished?

A Finished by shakes of cedar.

Q Split cedar? At Split cedar.

Q And there was a shake roof, is that right?

A Yes.

THE COMMISSIONER: What were the dimensions?

MR. McMASTER: 20 x 32 is his statement, my lord.

THE COMMISSIONER: And 9 feet high?

MR. McMASTER: And 9 feet high.

Q And in what condition was that building when
30 you left the premises?

V. Ingersoll
Direct Exam.

A It was good and clean when we left it there.

Q In addition to that there is mentioned a garage shed, 18 feet x 18 feet, eight feet high?

A Yes, that is right.

Q Finished in split cedar with a shake roof?

A Yes.

Q And in what condition was the garage when you left the premises?

A It was fine. First class.

10 Q Now, I understand that you built these buildings yourself, is that correct?

A Yes.

Q In 1937? As Yes, 1937.

Q And could you give the Court an estimate of what your out-of-pocket expenses were in building these two buildings?

THE COMMISSIONER: You have spoken of three now, have you not?

20 MR. BELMONT: No, I am speaking now of the shed and the combination garage shed, my lord.

THE COMMISSIONER: Very good.

A Around \$50.00 for lumber and nails.

MR. BELMONT: Or Yes.

A And the other, all by my hands it was done.

Q Yes. When you say the other all by hand, what do you refer to? May I put it this way. Did you purchase the split cedar?

A Yes.

30 Q Where from? As I got the shingle built from my own land and cut

T. L. L. L.
Direct L. L.

myself and split myself.

Q Then you didn't purchase it? You took it from your own land, then you split the order for the sides of the building and the stakes on the roof? As Yes.

Q The stakes? As Yes.
At that time shingle bolts cost about \$3.00 a card.

Q How many cards did you use?

10 A I used about six cards.

Q And you did all that labour yourself, splitting the shingle bolts? As Yes.

Q And you did the building, and in addition to that you paid out about \$50.00 for nails and other labour? As Yes.

Q Have you any bills with respect to that?

A No.

Q That is just your estimate and recollection of how much you spent? As Yes.

20 Q Now, with regard to the farm itself, about how many acres of the farm was cleared land?

A Five acres cleared land.

THE COMMISSIONER: Q: Five? As Yes.

Q Five acres? As Yes.

MR. MCMASTER: Q: And about how much of that was under cultivation in the year 1942 when you were evacuated -- that is of the five acres?

A Around 1937

Q Now in 1942 when you were evacuated?

30 A About $\frac{1}{2}$ acres. $\frac{1}{2}$ acres cultivated and

T. Hunter,
Direct Exam.

planted.

Q Now this report of the Appraiser which my learned friend has undertaken to put in shows there were two acres approximately that were in strawberries and hennas?

A Yes.

Q Would that be about right?

A Yes.

10 Q And there was about a half acre of blackberries and grass, would that be about right?

A Yes.

Q And then there was about one acre with old strawberries and raspberries and a part of it not ploughed? A Yes, that is right. That place should be two acres.

Q That place should be two acres?

A Yes.

Q That was cleared? A Yes.

20 Q Now there was another portion of your land which could have been cleared, is that correct?

A I beg your pardon?

Q The remainder of your land wasn't cleared?

MR. HUNTER: Excuse me, Mr. McMaster, but I didn't get that bit about the land.

MR. MCMASTER: He said the last part should be two acres. Where you show one acre hill side in old raspberries and not ploughed, he says five acres were under cultivation, whereas your statement shows four, or at least not under cultivation but cultivated land.

30

F. Imura,
Direct Exam.

Q Now there is some of your land, witness, that had a gully and hillside to it, is that correct?

A: Yes.

Q About how much?

A: Hillside, about two acres, and gulleys, about one acre.

Q Do you agree it is about three acres altogether?

A: Yes.

Q And how was that land covered that wasn't broken? What sort of growth was on it?

10 A I don't understand.

THE INTERPRETER: A: Small trees.

MR. KRAMER: Q: Yes, and some brush, according to this report, is that right?

THE WITNESS: A: Yes.

Q Another you had five acres that you had cultivated and those three acres that was made up of gully and hillside, then there was another four or five acres, approximately, which hadn't been cultivated, is that right?

20 A That is right.

Q And how was it covered? Was it covered with brush and small trees as well?

A: Yes.

Q Now you had cleared this land, the portion that was cleared, yourself originally, is that correct?

A: What?

Q The portion of the land that was cleared when you left, you had cleared that yourself?

A: Yes.

30 Q And that was approximately five acres?

Y. Inure,
Direct Exam.

A Yes.

Q Can you give the Commissioner an approximation of how long it took you to clear those five acres?

A By hand?

THE COMMISSIONER: Assuming his answer to be anything, is it likely to have much value?

MR. McMASTER: It relates, my Lord, to certain suggestions that are in this volunteer's report as to the difficulty of clearing, and I think it is relevant evidence.

10

THE COMMISSIONER: All right.

MR. McMASTER: Q Yes, how long -- about?

A Seven or eight months.

Q And did you use any machinery, or how did you clear the land?

A By hand.

Q By hand and manual labour?

A Yes.

Q And with respect to the portion of the land that wasn't cleared when you left, in your opinion could it have been cleared with the use of a horse?

A Yes.

20

Q Now you have had some experience or quite a number of years' experience growing strawberries, is that correct?

A I beg your pardon?

Q You have had a number of years' experience growing strawberries?

A Yes.

Q In your opinion, if the hilly portion of the land had been cleared, would that have been good land on which to grow strawberries?

30

A That is the best place to grow or raise strawberries. It is the hot, sunny side, you know. On the sunny side the strawberries grow fast and you could get a big price.

Q Now, did you make any tests of your earth on this land?
A Yes.

Q How frequently did you test it?

A Once a year.

Q Would you just describe to the Court how you tested it?
A Yes, it spread with -- what you call it -- some paper, chemical paper.

Q Litmus paper?
A Litmus paper, yes.

Q And you tested it every year and you know how to make a test and what the test meant, did you, witness?
A Yes.

Q Having found the results of your test, what would you do to your land?

THE INTERPRETER: A: He said he would test it to see first if the land was sour or sweet, to see what type of fertilizer to use.

Q Did you apply what in your opinion was the proper type of fertilizer to the land?

MR. HENRY: I am sorry, I didn't get your question.

MR. HENRY: Q: Then did you fertilize the land accordingly each year?

THE WITNESS: A: Yes.

Q Now at the time you left, what condition was your land in?
30

A I couldn't tell. "One place it is new and
one place is new, you know."

Q When had you made the last test?

A I beg your pardon?

Q When had you made your last test of the land?

A In 1941.

Q Yes, and when were you evacuated?

A One year before I made the test.

Q You made the test about a year before you
were evacuated?

A Yes.

Q And if you hadn't been evacuated, you would
have been making the test at that time, would
you?

A I beg

your pardon?

Q If you hadn't been evacuated, was that the proper
time of the year to make the test and determine
the proper type of fertilizer to put on?

A Yes.

Q Now, I understand you were evacuated before
your wife was, Mr. Jones?

A Yes.

Q Could you tell me approximately what date you
were evacuated?

A About

the middle of April, 1942.

Q Yes. And a little later in the month of April,
your wife made some rental arrangement with a
Mr. Ingram, is that correct?

A Yes.

Q And did she consult you with regard to that
rental arrangement?

A I beg

your pardon?

Q Did she consult with you as to whether the land was to go to Mr. Ingram and for how much?

A No, she hadn't got time to ask me because they were very rushed to evacuate, you know.

THE COMMISSIONER: When was this done? In May of 1947?

MR. BELMONT: In April, after he had been evacuated, my lord.

10 Q And, in fact, however, she did rent to this man Ingram for \$45.00 for nine months, is that correct? At You.

Q Do you know whether any arrangement was made with Mr. Ingram as to the crops for that year?

A I didn't know that.

Q Is it your understanding that your wife may have made no arrangements?

A I beg your pardon?

Q Is it your understanding your wife may not have made any arrangements about the crops?

20 A No.

Q I am sorry, I have put my question very poorly. You said you didn't know whether your wife made any arrangement about the crops, is that right? At You.

Q That is fine. Now, subsequently in April, 1947, as I am informed from the file of the Custodian, the premises were rented to one Emil Lalland. Do you know anything about that rental arrangement?

A Yes sir.

Q Did you have anything to do with it?

A No.

Q Now, after you had been evacuated, Mr. Lange, were you requested to sign some sort of a declaration form for the Custodian showing what property you possessed? Could I see the J.P. form, please? Just ask him that, if you would, Mr. Interpreter, whether he was required at the time, or after his evacuation, to sign a statement for the Custodian with respect to what property he possessed?

THE INTERPRETER: At No said, what type of document?

THE COMMISSIONER: If there is something you have in mind and you have it here, show it to him.

MR. HALLAHAN: I am prepared to produce it. I don't see any reason why not. I don't suppose I had better file it. My friend might not want it filed, but I produce a form addressed to the Custodian, Japanese section, to be completed by persons of the Japanese race having property in any protected area.

THE COMMISSIONER: How is it described? Is that the J.P. form?

MR. HALLAHAN: Yes. It is described in the upper corner as "Form J.P.",

Q Is that your signature on that document?

THE WITNESS: At No, that is my daughter's.

Q That is your daughter's signature and this is signed on behalf of yourself?

Y. Inge,
Direct Exam.

A No, I didn't sign that. That is not my signing.

Q She has written on behalf of Mr. Inge,

Washington?

A Yes.

Q You, yourself, were not asked to complete one of these forms, is that correct?

THE COMMISSIONER: What is the date of the form, Mr. McMaster?

MR. McMASTER: April 21st, 1942.

THE INTERPRETER: A He says he hasn't seen this document.

Q Or has he ever been asked to complete a document like that one by the Custodian?

THE WITNESS: A No.

THE COMMISSIONER: May I get the effect of that last question and answer, please, Mr. Reporter. Would you read it?

(Question and Answer read by Reporter).

MR. McMASTER: Q Now, witness, in your claim form which I produced to you at the beginning of your giving evidence today, you include a claim for four colonies of bees. Did you, in fact, at the time of your evacuation have on your premises four colonies of bees?

A Yes.

Q In this form which your daughter completed, she has described or shown the real estate that was owned by you? She has described the house and the vegetable and garage and chicken shed, and so on, and she refers to the fact that your wife had made this house with Mr.

20 Inasmuch as your behalf, she refers to the crops that were seen, the structure, the blackberries and vegetation, then she lists certain things that were in the house, furniture and things -- certain things that were in the shed. She also has fully disclosed, or has disclosed her Savings Certificate and shares in the Pacific Co-Operative Union and your mortgage and another debt to a doctor and a debt to the Vancouver General Hospital and some money that you owed the Co-Operative. Now she apparently didn't mention the four colonies of bees.

A Yes.

Q Can you account for the reason for her overlooking mentioning the four colonies of bees when she completed that form?

THE INTERVIEWER: As he says he doesn't know why she forgot to put that in.

Q Do you affirm again those were there when you evacuated?

20 THE WITNESS: As I say your pardon?

Q You swear positively those were there when you left the premises?

A Yes.

Q Can you tell us when you purchased those colonies of bees?

A The south side of my garage.

Q No, not where they were; when you bought them?

20 A At St. I don't know what is his name.

THE INTERVIEWER: A: He says between 1942 and 1943.
He isn't perfectly certain.

MR. WEAVER: Q: You had had four colonies that
long?

THE WITNESS: A: No. I bought two colonies from
Guy. Ross and once raised 25 colonies.

Q: Yes, go on. A: Since
1945, then I sold quite a few and I kept the
four colonies.

20 Q: Yes, I see. Now you were interested in raising
bees, were you? A: Yes.

Q: Would you have any idea as to the approximate
market price of a colony of bees at the time
you were moved away?

A: About \$25.00 a colony.

Q: About \$25.00 a colony. Did you buy or sell any
around that time? A: No.

Q: Do you know any of your neighbors who did?

A: No, but one white man who lived in Winston,
he bought and sold everything.

25 Q: Yes. A: They
cost \$25.00 to \$50.00, each one.

Q: Could you give me that man's name?

A: Mr. Charley Moore.

Q: You understood from Mr. Moore that was the
current price, between \$25.00 and \$50.00 for
a colony of bees?

A: Yes.

Q: Now, Mr. Inoué, have you received any account-
ing from the Custodian for the personal

chattel, that is for your household furnishings and tools and equipment?

A No.

Q What you left on the premises when you
evicted?

A No.

Nothing.

Q First of all, -- I am sorry, I should clear
this other point up -- did you receive anything
from the Custodian for that salary of bond?

10 A I beg your pardon?

Q Did you receive from the Custodian any money
representing the sale price of the salary of
bond?

THE COMMISSIONER: You have not described the
salary yet.

MR. McMASTER: No, I will come to that.

A No.

Q And did you receive any moneys from the
Custodian with respect to the sale of your
furniture and farm equipment?

20

A No, sir.

Q Before I proceed with the question of personal
property, I should have on the record what
you received from the Custodian with respect
to the sale of your real estate. How much
money did you receive from the Custodian or
have credited to you from the sale of your
farm?

A Any

money you want?

30 Q Yes.

A \$741.00.

Q And out of that money, of course, he paid certain debts for you? A Yes.

Q Now, on the J.F. form which I produced to you, witness, your daughter has set out certain furniture and tools and equipment.

MR. McMASTER: I might ask, my lord, whether my learned friend would object if I read that list over to him and asked him whether those things were there and were his possessions.

10 THE COMMISSIONER: Well, the claim form that was produced contained no claim for personal things.

MR. McMASTER: You recall I asked to amend, and your Lordship agreed.

MR. MEYER: I have no objection to those being read, my lord, but I shall require the witness to be present again in the future for cross-examination on the question of chattels.

MR. McMASTER: Very well.

20 THE COMMISSIONER: Then it will be for you to request the secretary to notify this claimant to attend at some future time, and the time will be fixed at the time you arrange with the secretary.

MR. MEYER: Very good, my lord.

THE COMMISSIONER: Get that quite clear, Mr.

McMaster. I understand that Mr. Inoué is to be in Winnipeg in January, is that correct?

MR. McMASTER: Yes, my lord.

30 THE COMMISSIONER: And you cannot get the information

you require during the current week?

MR. McMASTERS: My lord, I would be pleased to speak to Mr. Hunter with regard to this. If we are forced by Mr. Image's absence to abandon that claim, I suppose we would have to do it, but I think Mr. Hunter might be co-operative to the extent that he might be heard either here later or possibly be heard in Vancouver at a later date.

20 THE CHIEF JUSTICE: Oh, I think that could be arranged, Mr. Hunter, but what I want to make clear now is the amendment is granted upon condition that the witness appear for cross-examination at a convenient time and place to be arranged between counsel later.

MR. McMASTERS: Yes, my lord.

THE CHIEF JUSTICE: And if he fails to appear, of course the amendment will be refused automatically.

25 MR. McMASTERS: Q: Now, your daughter, Mr. Image, declared in this J.P. form the following equipment at your house which she says was left there when she left the premises: one kitchen stove, one heater, three tables, three beds, two dressers, one chest, one cupboard. These things were left in the house? A: Yes.

Q: How do you recall when you left the premises were there items such as these, or these items left at the premises in the house? Would you

30

like me to repeat that?

(question interpreted).

THE INTERVIEWER: As You, they were in the house
when he left.

Q Now, in the shed she said there was one basket,
fifty sticks, hot-house glass sheets, one-half
can, three gas lanterns, one shovel, three
forks, one pitchfork, three hoes, one hand
cultivator, one peevie, one mattock, one
10 sledge hammer, one backhoe, one axe, one
shank knife, one set of snipes, one square
shovel. Did you have shovels corresponding to
that?

THE WITNESS: As I don't understand four things.
It should be more than that.

Q Did you have those?

A Yes.

Q You had those?

As Yes.

Q As a matter of fact, you say you had more
20 but you are sure those were there in any event?

A Yes.

Q And you are not, however, making any claim for
the others, that is for the ones that do not
show on here?
30 that is all right.

As Yes

Q And those were your personal property?

A I beg your pardon?

Q Those were your personal property?

A Yes.

30 Q Have you been advised by your wife as to what

was done with those things when she left the premises?

THE INTERVIEWER: At He says the only statement that was made was those things were left there.

Q He doesn't know where his wife left them?

A No.

Q Now, I want to go through these items as quickly as I can, but we have to place some sort of value on them.

20 THE COMMISSIONER: Just before you go into the question of value, where is the witness' wife now?

THE WITNESS: Winnipeg, Manitoba.

Q Is your daughter there, too?

A Yes.

Q When the Commission sits in Winnipeg, she could attend to give evidence, could she?

THE INTERVIEWER: At Yes, he says he thinks she would be able to.

20 MR. MCMASTER: They are living there.

THE COMMISSIONER: Is this witness returning to Harbours or where is he now -- at Spassum?

MR. MCMASTER: He is at Spassum. I think it he is going down to visit his family there, until March, and coming back to Spassum.

Q Can you tell his Lordship about what time you purchased the kitchen stove -- what year?

THE WITNESS: A 1934 or 1935.

Q And what type of stove was it? 1934 or 1935?

30 did you say?

At Yes.

Q What type of stove was it?

A Mason, or something like that.

Q A masonry?

As Yes.

Q Wood and coal?

As Yes.

Q You paid what for it to the best of your recollection?

MR. HUME: I don't mind you leading, Mr. McMaster, but when you start suggesting these type of articles --

20 MR. McMASTER: He said a mason and it was obviously masonry.

MR. HUME: It didn't seem obviously so to me. When it comes to these details, I think they are very vague and you have to leave it up to the witness.

THE WITNESS: About \$45.00 I paid.

MR. McMASTER: Q: \$45.00. What is your opinion as to how much it was worth, or let me put it this way: what do you think it could have been sold for had you wanted to sell it at the time you left the premises?

20 A About \$25.00, I think.

Q And that is just your own opinion, is it?

A It is mine, yes.

Q Now, you had a heater. What condition was it in?

As It was fair.

Q Just fair?

As Yes.

Q What, in your opinion, could you have sold it for had you wanted?

30 A \$3.00.

Y. Inmate,
Direct Exam.

Q There are three tables. What, in your opinion, could you have sold these for at the time?

A \$4.50.

Q Yes. How old were the tables?

A About five or six years old.

Q Just ordinary tables, were they?

A Yes ordinary tables.

Q And you had three beds? Now, how old were they?

10 A As pretty old, but one was not very old, you know. About two or three years old.

Q How much do you think you could have sold the three beds for? That is the total price?

A About \$25.00, with mattresses and everything.

Q About \$25.00 for the three together?

A Yes.

Q You had two dressers. How old were they?

A About ten years old. One was about twenty years old.

20 Q Now the very old one, what sort of condition was it in? A The old one wasn't in very good condition.

Q What do you think you might have been able to sell it for, if you had wanted to, at the relevant date?

A \$15.00 to \$25.00 for both.

Q For the two of them? A Yes.

Q And you had a cupboard. What sort of an article was that?

30 A What cupboard?

20
V. Ingram,
Direct Exam.

Q I don't know. It is in the list, a cupboard.

A I can't explain about price or how old,
because I don't know about it.

Q Will you forget about that?

A Yes.

THE COMMISSIONER: Q: What do I understand from
that? You do not remember the cupboard at all,
is that it?

As No. I
don't know what a cupboard is, you know.

10 MR. MULLART: Q: Let's get this clear then. In
the list there appears, and he said he had one,
cupboard. Would you make sure, Mr. Interpreter,
he knows what I mean by a cupboard?

(Question interpreted).

THE INTERPRETER: As He doesn't remember the cupboard.

Q Then you were incorrect before when you said
you remembered the cupboard being there, is
that right? I read you this list of goods
that were there? THE WITNESS: As Yes.

20 Q And you said you remembered they were there
when you left? That wasn't correct, because
you didn't remember the cupboard, is that
correct? As Yes.

THE COMMISSIONER: This is getting close to cross-
examination.

MR. MULLART: He had ample opportunity to declare
whether he had it or not and he says no.

MR. MULLART: Q: In the list there are fifty
stands. What kind of stands were those?

30 A They were used in picking strawberries and

raspberries.

Q And have you any information as to what these might have been sold for at the relevant time?

A Fifty cents each, I guess, approximately.

Q That would be \$25.00 for the fifty?

A Oh, yes.

THE COMMISSIONER: What are they called?

MR. MCMASTER: They are stands for strawberry picking, my lord, in his evidence.

10 Q Also in the list was hot-house glass frames, half a case. Have you any idea of what the sale value of these was at the time you left?

A I beg your pardon?

Q Hot-house glass.

A Yes.

Q It says half a case. First of all, how many are in half a case? How many glass sheets are in half a case?

A Fifty glasses in a half case.

20 Q What would be the sale value of those when you left, in your opinion? At About \$5.00.

Q There were three gas lanterns.

MR. MCMASTER: I didn't hear about that hot-house glass.

MR. MCMASTER: About \$5.00 he said.

Q Three gas lanterns. What condition were they in?

A I paid \$24.00 each when I bought them.

Q How long ago did you buy them?

A 1928, or around 1928 or 1930.

30 Q Yes. How much in your opinion were they saleable

20
V. L. ...
... ..

for when you lost? What would be a fair sale price?

A: \$0.00 each.

Q That would be \$0.00 for the three of them. Now, there is one shovel and three forks and one pitchfork, three hoes, and hand cultivators, one power, one mallet, and one sledge hammer. Suppose we deal with those things. Those were tools you used, were they?

A Yes.

10 Q What sort of condition were they in?

A The condition was good.

Q And what, in your opinion, would have been a fair price for -- let's take those items again, I will repeat them -- one shovel, three forks, one pitchfork, three hoes, and power, one mallet, one sledge hammer?

A About \$1.50 apiece.

Q Now there was a business there. What was the condition of that?

10 A I had six business at home.

Q Well, apparently only one of them was shown on this film by your daughter, so we will have to refer to one of them. Now you can select the one you are quite sure was there when you lost?

A I paid \$15.00 for one business.

MR. ... He has not said he was sure of any business.

MR. ... I beg your pardon, Mr. ... he has shown in evidence there was one.

55
Y. Ince,
Direct Exam.

THE COMMISSIONER: If an objection is taken, I would like it to be taken to myself and not result in a conversation between counsel.

MR. HUTTON: I disagree, my lord. In that case I would like to have that question re-framed perhaps, so I could understand it a little better. Perhaps I misunderstood him, but he is asking him to pick out from a document a buckner and say that it is worth.

10 THE COMMISSIONER: The witness has said he had five or six buckners. I think you better have the witness declare in what condition the buckners were that he says were left by himself.

MR. HOLLISTER: My lord, the difficulty is this, apparently in the J.P. form only one buckner appears. He has agreed to forget about the other five.

20 THE COMMISSIONER: Is he now referring, or about to refer to the best buckner of the five or six, or the worst, or which? For that reason you had better ascertain from the witness what the condition of all the buckners was.

MR. HOLLISTER: Very well, my lord.

Q Your recollection is there were four or five -- five or six buckners there when you were evacuated? A Yes.

Q What was the condition of the various buckners?

A One was one years old and the other one five years old.

30 Q The others were five years old or older or what?

Let's go at it this way, when did you buy these
bushings and did you buy them all at once?

A I bought five at once.

Q You bought five at once about how long ago?

A 1934.

Q About 1934?

As I think

so.

Q Do you recall what you paid for them?

A Sixteen dollars each --

20 Q Yes.

As I paid.

Q When you bought the other one in what year,
did you say -- the newest one?

A That was in 1949 I bought it.

Q I am sorry, 19--what?

As 1949.

Q We haven't arrived at 1949 yet.

A Oh yes, 1939.

Q What price did you pay for that one?

A \$16.00.

Q Now let's take first these bushings you bought--
20 what was the first date you said?

THE COMMISSIONER: 1935, I think.

MR. HANCOCK: Q In 1935. What condition were
they in? Were they in about the same con-
dition or different condition when you left?

A Oh yes, some weren't very good and some not
bad.

Q How many were bad and how many were good?

A I couldn't tell that.

Q You don't recall?

As No.

30 Q Well the bad ones, what would you say they

would sell for? What would be a fair sale price for the bad ones?

A \$5.00, the bad ones.

Q And what would be a fair sale price for the good ones?

A About \$10.00 a

good one.

Q Now, on this list of things, which you have sold were on the premises when you were evicted, is one axe. What sort of condition was it in?

10 A Pretty fair.

Q What would you say it would sell for if you had wanted to sell it?

A \$1.50.

Q And one shake knife?

A A shake

knife? About \$1.50.

Q And one set of scales? What sort of scales were those?

A I paid

\$25.00 for the scales.

Q How long ago?

A 1919

20 or 1920.

Q They were fairly old?

A Yes.

Q What sort of condition were they in?

A The condition was good, but old, anyway.

Q What would you say would have been a fair price to sell them at, at the time you evicted?

A \$10.00,

I think.

Q And then one square shovel?

A A dollar, I think.

30 Q That is all, I think.

Y. Lange,
Owner.

THE COMMISSIONER: Have you finished, Mr. McManis?

MR. McMANIS: Yes, I am finished, thank you, my
lord.

THE COMMISSIONER: Mr. Barker?

CROSS-EXAMINATION BY MR. McMANIS:

Q Mr. Lange, you had 1 1/2 acres of land?

A Yes.

Q And what do you consider it to be worth an
acre?

(Question interpreted)

THE INTERPRETER: A: He says that he could give
the total value, but he would find it difficult
to estimate the price per acre because a
certain portion of the land is not cleared.

Q How much an acre, cleared land?

THE WITNESS: A: About \$400.00.

Q How much an acre uncleared land?

A About \$100.00, I guess.

Q I beg your pardon? A: \$100.00
per acre.

Q I see.

THE COMMISSIONER: Q: That is, cleared land
\$400.00 per acre and uncleared land \$100.00,
is that right? A: Yes.

MR. McMANIS: Q: That comes to more than \$2000.00,
Mr. Lange. We have here 4.5 acres of
cleared land which would be \$2000.00 at
\$400.00 an acre, or \$450.00, and the rest of
it at \$100.00 an acre was -- that would be

approximately seven acres at \$2700.00 --
\$3100.00.

THE COMMISSIONER: No, wait a minute. There are
4.5 acres cleared and cultivated, is that not
right?

MR. HUNTER: Right, my lord.

THE COMMISSIONER: What do you say the total is?
12½ acres, is it not?

10 MR. HUNTER: 12½ for the total. If there are five
cleared, that would give 7½ uncleared.

THE COMMISSIONER: Yes. The note I made on this,
just to get it straight, is he had five
acres of the 12½ cleared and 7½ of it was
under cultivation. Perhaps it would be as
well to split it into three categories, three
and a half acres under cultivation, one and a
half cleared but not under cultivation, and
the 7½ acres uncleared.

MR. HUNTER: Very good, my lord.

20 Q The cleared and cultivated land, how much is
there?

THE COMMISSIONER: Perhaps, Mr. Interpreter, you
would explain the distinction that I have made.
(Interpreter to the witness).

MR. McMASTER: My lord, I don't want to interfere
with what obviously is --

THE COMMISSIONER: Yes, Mr. McMaster?

MR. McMASTER: I don't want to interfere with what
I think would probably be a legitimate type
30 of cross-examination on a trial by Mr. Hunter,

T. Hunter,
Cross-exam.

10 but I do feel that this type of cross-examination
is not going to gain us anything and will slow
down the proceeding. My point is this, this
man has alleged in his claim form the value
of the whole of his premises at a certain
amount. He has given in his evidence that he
sold a certain portion of the premises he was
on a few years ago. Obviously that is the
general basis of his valuation of the land
he has left. He is not a valuer and we will
20 endeavour to call a valuer with regard to
this land. When he is giving that kind of
evidence, to start cross-examining on what
each little part of land is worth will not gain
us anything. He is not a land man. He has
made an estimate and frankly said it. I
don't think we can accomplish very much by
this.

20 THE COMMISSIONER: I would like to try, Mr. McMaster.
There appear now to be three clear-cut
categories, the land under cultivation which
was $\frac{1}{2}$ acres, the $\frac{1}{2}$ acres that are cleared
but not under cultivation, and the remainder
which is uncleared. Now let us see if this
witness understands that after interpretation
and we will see what value the evidence has.

MR. HUNTER: As we were dealing, Mr. Upton, with
the cleared and cultivated land and what he
believes that to be worth an acre.

(Question interpreted).

30 THE INTERPRETER: As he says he wouldn't know what

that was worth.

Q Would he know the value of the cleared land but not cultivated? Was that the usual category, my lord?

THE COMMISSIONER: Yes.

A He says that he wouldn't be able to know, but he understands that cleared land is worth \$400.00 an acre.

10 MR. HENDER: Unless you want the answer to the third one, my lord, I think that is his opinion.

THE COMMISSIONER: Yes. I question whether it has great value.

MR. HENDER: Q As far as these chattels are concerned, Mr. Savage, the household furnishings, and so forth, the values which you placed on them, they are merely your opinion?

A He says it is simply his opinion.

MR. HENDER: That is all, my lord.

20 THE COMMISSIONER: Now there are one or two questions I would like to ask the witness.

Q When did you leave your farm property? When were you evicted?

THE WITNESS: I left home in 1942 -- October of 1942 to Spassum.

Q Yes. You went to Spassum in October, 1942?

A Yes.

Q When was the property rented?

30 MR. HENDER: I am sorry, my lord, but I wonder if that is clear? Was it just a trip he made

to Spunnum? That obviously was before the evacuation. Was he actually evacuated subsequently?

THE COMMISSIONER: Q: When you went to Spunnum in October, 1942, did you come back to this farm?

A: Yes.

Q: You did?

A: Yes I did.

Q: When did you return to it? When did you go back?

A: When did I go

10 back home, you mean?

Q: Yes. When did you go back home?

A: December 22nd, 1942.

Q: Did you live there until you were evacuated? Did you stay there?

A: I left home for Spunnum March 5th, 1942.

Q: And had you then been evacuated?

A: I beg your pardon?

Q: Had you then been told to go away by the authorities?

A: No. I went to

20 Spunnum myself.

Q: You went there yourself and you have stayed there ever since, have you?

A: Yes.

Q: When was the property rented by your daughter?

A: I couldn't tell you exactly what date. Some time in April, 1942.

Q: And you were then at Spunnum?

A: Yes, I was in Spunnum.

Q: Did your daughter tell you that she was

30 filling this form that she signed? Let me see

the J.P. form that was signed will you? Just show it to the witness. Did your daughter tell you that she was signing that form for you?

A No, she didn't tell me anything.

Q When did you find out she had signed it for you?

A After they evacuated to Manitoba.

Q When did your daughter go to Manitoba?

A The middle of April, 1942.

Q And was that the time when she rented to this

10 Quesant? A: Yes.

Q Did your daughter tell you what she had said in the form -- in this paper that she signed?

A No, she didn't tell me anything.

THE COMMISSIONER: All right. This, obviously, is a case where the daughter and the mother will have to be called.

MR. McMASTER: Yes, my lord.

MR. HENNER: I wonder, my lord, if we could ask him if he got a copy of it?

20 THE COMMISSIONER: Yes.

Q Did you get a copy of the J.P. form from the Custodian or from anyone else? Perhaps you had better interpret that, Mr. Interpreter.
(Question interpreted).

THE INTERPRETER: A: No. He himself did not receive that form.

Q Did anyone else receive it on your behalf?

THE WITNESS: A: I don't know that.

Q If it was sent to your daughter by the Custodian, did she send it on to you?

30

A I don't understand that.

THE COMMISSIONER: Will you put the question, please, Mr. Interpreter?

(Question interpreted)

THE INTERPRETER: A: He says he doesn't know whether his daughter sent it to him or not. What he is trying to convey, I think, is he didn't receive it and doesn't know where it was sent.

10 Q You never did get a copy of this J.P. form from anyone?

THE WITNESS: A: No.

Q Was the furniture and other farm implements left on the farm when the property was leased to Rogers?

THE INTERPRETER: A: He says he doesn't know.

THE COMMISSIONER: All right.

MR. McMASTER: I am sorry, my lord, but there is just one thing that has occurred to me.

20 MR. McMASTER: Just before that, may I ask the witness this question. This will be put in later. This is the original lease, my lord, and it seems to be signed by the claimant. I wonder if we could find out if this is his signature.

THE WITNESS: This is my wife's signature.

Q What is your wife's signature?

A Yes.

MR. McMASTER: Q: What is the initial?

30 A Y.

Q What is your wife's first name?

A Turko.

THE COMMISSIONER: Can I see that, please?

MR. MASTER: Yes, my lord. The names have been changed on there.

THE COMMISSIONER: I observe the lease purports to have been made between the wife as lessor and Ingram as lessee.

MR. MASTER: It just looked like an "I" to me, my lord.

THE COMMISSIONER: Or Am I right in saying that you left the farm for Spaulding in March of 1942?

THE WITNESS: As You.

Q And at the time you left there, you left these chattels and furniture, and so on, in your wife's care, did you?

A Yes.

Q And that was the last you saw of them?

20 A I beg your pardon?

Q That was the last you saw of the furniture and the chattels?

A Yes.

(Witness aside)

MR. MASTER: That is Case No. 2, my lord. That is all the evidence I wish to call at this time.

THE COMMISSIONER: All right, thank you.

(Hearing Adjourned Sine Die)

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

J. F. Harrobin
"J. F. Harrobin"
Official Reporter.

Defence Brief

Yoshinobu INOUE

File No. 5444

Case No. 2

KAMLOOPS
8 December 1947
V.L.A.
Sheet A 3 - 10

REAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 1 Land & Buildings

South $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec.19 and the NE $\frac{1}{4}$ of Sec.18 Twp.17, Sketch 4896

<u>Claim</u>	<u>Appraised at</u>	<u>Sale Price</u>
\$2500.	\$755.	\$741.

Witness: Appraiser, B.C. Wormworth.

Appraiser (Wormworth) reports -
Old house, unfinished, no basement.
Place should be used only as adjunct
to other land, insufficient acreage
now in cultivation to make the place
a unit in itself. As an adjunct to
other land would be worth \$100. an
acre. 4 acres cultivated of which 2
are not of the best.

Claimant stated that he purchased 30
acres in 1918 for \$1550. In 1931 he
sold 6 acres to the Government for
\$1000. for the making of a highway and
also sold 11 $\frac{1}{2}$ acres to a Japanese
named K. ODA for \$2400., which included
a dwelling house and buildings.

Claimant stated that he had 3 $\frac{1}{2}$ acres
under cultivation, 1 $\frac{1}{2}$ cleared not cultiv-
ated and 7 $\frac{1}{2}$ acres uncleared.

Owing to his evacuation he was unable
to finish the property which he had
started making preparations for but
instructed his wife to make arrangements
for it to be done.

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

Claim for Crops \$500. abandoned (Trans. Page 2)

Claim 2 Household Effects, Tools & Equipment

Amended Claim

\$172.50

(Allowed Trans. Page 2)

This amended claim was allowed by the
Commission on condition that claimant
attend for cross-examination later as
to these chattels. Should he fail to
appear, the amendment will be refused
automatically. (Trans. Page 28)

Claimant stated that when he left the farm in 1942, he left his chattels and furniture on the premises in care of his wife but he didn't know where she left them. He stated that the signature on the J.P. Form was that of his daughter who signed it on his behalf, he could not understand why she did not declare the four colonies of bees. He stated that he had never been asked to sign any forms.

Claim 3 Four Colonies of Bees

Claim

\$100.

Not declared and not found

These were not declared and Custodian had no knowledge that claimant owned any bees until they were claimed for on 24/11/1947.

Summary of Defence Witnesses

B. C. Wormworth, Appraiser.

NOTE

Claimant is to appear for cross-examination at a convenient time and place to be arranged by counsel later and the time fixed will be arranged with the Secretary. (Trans. Pages 27-28)

No submissions.

BMP/mw

Name of Claimant

INOUE, Yoshi ota

Case

2

Custodian File

54464

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
					741	341.17				341.17
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 & Not Found & 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 CHATELS										
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%	172.50	79.35			79.35		
TOTAL RECOMMENDATION										420.52

5444

December 28th, 1950

Mr. Yoshinobu INOUE,
112 Liverpool Rd.
R. R. # 11, New Westminster, B. C.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 2

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 ... \$ 420.52.

Cheque in your favour is enclosed for \$ 396.19
and we have paid the Co-Operative Committee .. \$ 24.33
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS:BK
Encl.