

5552

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: KAWASH, Tadayoshi

HOME ADDRESS: ⁷³⁹⁻ #4 Rd., R. R. #1 Steveston, B. C.

REGISTRATION NUMBER 03473 SEX: Male AGE: 45

OCCUPATION: farmer

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: "Self"

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Sato ⁴⁷⁹

ADDRESS OF WIFE OR HUSBAND: #4 Rd., R. R. #1, Steveston, B. C.

NAMES OF ANY LIVING CHILDREN: Masao; Fumiko; Keiji; Meiko; Ayako; Toshiro;
(M) (F) (M) (F) (F) (M)
Tamiko; Tadataka; Tanako; Hanako.

ADDRESS OF CHILDREN: #4 Rd., R. R. #1, Steveston, B. C.

AGE OF CHILDREN: 20; 18; 17; 14; 12; 11; 9; 4; 1 and 7 years respectively.

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

1. LOCATION AND DESCRIPTION: #4 Rd., R. R. #1, Steveston, B. C.

Municipality of Richmond, Roll No. 6094, Sec. 15, Block North 3,

Range West 6, Map 6237F. (43 acres) ^② Roll No. 6069

Sec. 10, Block North 3, Range West 6, Map 17341F. (total amount acres 43)

2. BUILDINGS AND OTHER IMPROVEMENTS: 2-storey, 5-room wooden frame
dwelling house; barn (50 x 20); 1-shack;

① 4 room house (2 storey) built & owned by
Isai as stated below - this arrangement by special
agreement between the parties concerned.

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

4. TAXES (Amount and where payable) \$250.27 paid 1941 payable Municipality of
Richmond, B. C.

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

\$3,000.00 owing on agreement of sale from Mr. Rice Rees R. R. #2, #2
Bourne

Steveston, B. C. Owner holds copy of agreement drawn up by Cowan & Cowan
Barriesters, Vancouver, B. C.

6. OCCUPANCY AND LEASES (If vacant so state) ② Owner occupies and

Will lease to Leslie Gilmour, R. R. #1, Steveston, B. C. for \$1,000.00

1st year including crop and \$600.00 th 2nd year.

① Occupied by Mrs Tadaichi Isai, who built her
own dwelling on same & pays rent for land
(about 25% per year)

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Rice Road R. R. #2 Burne,
Steveston, B. C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN 4 acres peas; 6 acres strawberries;
 $\frac{1}{2}$ acre rhubarb.

STATEMENT OF REAL PROPERTY OCCUPIED

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

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
- 1-tractor; 1-plough; 1-harrow & disc; 1-parker; household goods value \$500.00;
739- this property will be left at #4 Rd., R. R. #1 Steveston, in the house and
the key to same will handed over to the Custodian.
- also: 2-trucks and 1-car: (41) C6624, International 33, 707-G, engine 301459;
(42) C722, International, 1726, engine FAB22359191, (41) 83327, Chev. 23,
354221, engine 219469, in custody at Hastings Park, Vanc'r, B. C.
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST, OR CLAIM ON ANY SUCH PROPERTY None

4. INSURANCE CARRIED ON ABOVE PROPERTY: Insurance on trucks and cars.

Co. unknown agent "Tanaka Agents" Powell St., Vanc'r. B. C.

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) see back 6290

about \$40.80 B. C. Coast Veg. Marketing Agency, Vanc'r. B. C. (not Japanese)

for 24 sacks potatoes declarant holds receipt for same.

7. B. B. back page of form.
BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

1-\$100.00 Victory Bond K-BA269252; 1-\$50.00 Victory Bond K-4 H444512;

3-\$5.00 War Saving Certificates also 3 \$5.00 War Saving Certificates in children's name (Ayako, Yoshio, Tamiko) all securities in declarant's possession.

8. BANK ACCOUNTS: Bank of Montreal Current Acc. Royal Bank of Canada, Main & Hastings, Ant.-about \$6500.00

9. LIFE INSURANCE: \$5,000.00 Monarch Life Assurance Co.- Vanc'r. B. C.

beneficiary-Sato Kawase (wife) Policy No. P101.414 in owner's possession.

B. B. back page of form.

10. INTEREST IN ANY ESTATES OR TRUSTS. None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 20th day of April 1942.

(Signature)

T. Kawase

Armed Muns

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date May 3/42

Our File No. 5552

Full Name KAWASE Tadayoshi
(Surname in Block Letters)

Registration No. 03473 Male - Female
(check)

Age 7 March 1897

Former Address No. 4 Rd., R.R.#1, Steveston, B.C.

Date Evacuated May 23/42 Naturalized - Canadian-Born - National
(check)

TAPPEN, B.C. 22/11/47

Present Address Chase, B.C.

Married - Single
(check)

Name of Wife (MAYE) Sato #03493

Name of Husband —

Name of Mother OKAGUCHI Ume Name of Father Kamitara #03682

Names of Children under 16 (In Japan) Kaiji Apr. 20/25 #0291

Miyeko July 21/27 Yoshio Apr. 8/31 Ayako Aug. 19/31

Tamiye June 3/33 Hanako Oct. 5/35 Tadashi Apr. 8/38

Requested by ECY Registered with Custodian (Yes or No)

ditional Information Farmer Owner of house
property at above address

21st November, 1947.

REAL PROPERTY SUMMARY

CATALOGUE NO:	VLA	FILE NO: 5552
		REGN NO: 03473
JAPANESE NAME	Tadayoshi KAWASE	
Civil ADDRESS	739 No. 4 Rd., RR #1 Steveston, B.C.	
LEGAL DESCRIPTION	PART of the S.E. 5 2/3 acres more or less of Sec. 10, Blk 3 N, Rge 6 W, Map 17341F in the Mun. of Richmond, Dist of New West'r., B.C. (HEREINAFTER REFERRED TO IN THIS SUMMARY AS 'PART I') AND PART 37.59 acres more or less of Sec. 15, Blk 3 N, Rge 6 W, Map 8237F save and except part 0.271 of an acre shewn on Expropriation Plan 5022, D. of N.W. C of T 8237F, C of T 17341F. (PART 2)	
CLASSIFICATION	Dwelling on cultivated land with Barn and Packing Shed and small Messuage Tenure dwelling.	
CERT. OF TITLE	<u>PART I</u> C of T No. 27/436/17341-F d/11/5/09 registered in the name of: (Mr) Rice REES, Lulu Island, BC <u>PART 2</u> C of T No. 23/339/8237/F d/30/11/05 registered in the name of: (Mr) Rice REES, Lulu Island, BC	
STATE OF TITLE	<u>PART I</u> (1) R.P. 50780-C d/15/9/23 Rice REES to William Edgar ROBINSON \$15000. (2) #69786-C Asst. of R.P. Robinson to Tadayoshi KAWASE 10/10/31. Assgt. of 50780-C. Cash \$3750 Plus \$13,000. due Rice REES 1/10/33 6 1/2% Interest. (3) Lease (Gilmore) see CB 29/209/87684-C <u>PART 2</u> (1) R.P. 50780-C Agt. for Sale and Purchase to C.B. 28/396/50788 William Edgar Robinson d/15/9/23. (2) (Transfer to C.N.R. Co. 30/10/31) 0.271 acres exprop. plan 5022C of T 98060-E. (3) R.P. 69786-C Assignment of 50780-C d/10/10/31 Robinson to Tadayoshi KAWASE. (Land Registry Office Search d/24/2/43)	
WHEREABOUTS OF TITLE	Declared by Kawase when completing Form JP on 20/4/42 to be in the possession of Mr. Rice REES. LRO Search does not state whereabouts.	
VESTED	Vested in the Custodian as follows: <u>PART I</u> Cert. of Vesting applied for 16/3/43, reg'd as No. 25650 2/4/43. C of E No. 51546 d/1/4/43. <u>PART 2</u> Cert. of Vesting applied for 16/3/43, reg'd as No. 25649 2/4/43. C of E No. 51545 d/1/4/43.	

(2)

APPRAISED
VALUE

Sold to VLA, no record of appraisal contained in file.

ASSESSED
VALUE

PART 1 (1943) Land.....\$ 968.
 Improvements..... 4180.
 TOTAL ASSESSED VAL. 5148.
 TAXABLE VALUE.....3085.
 1943 Rates Bylaw.....\$ 67.28
 Dyking charge..... 3.40
 TOTAL TAXES.....\$ 70.68

PART 2 (1943) Land.....\$6428.
 Improvements..... 1550.
 TOTAL ASSESSED VAL 7978.
 TAXABLE VALUE..... 7203.
 1943 Rates Bylaw.....\$ 158.47
 Dyking charge..... 22.55
 TOTAL TAXES.....\$ 181.02

CONSOLIDATION:

Land.....\$ 7396.
 Improvements..... 5730.
 TOTAL ASS'D. VAL. \$13126.
 TOTAL TAXABLE VAL. \$10288.
 TOTAL RATES.....\$ 225.75
 TOTAL Dyking chges..... 25.95
 TOTAL TAXES.....\$ 251.70

FIRE INSURANCE Transferred to VLA at date of sale.

CHATTLES Not involved.

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SOLD TO The Director, The Veterans' Land Act.

APPROVED Not recorded on file.

PURCH. PRICE \$10,377. - Cash
& TERMS OF SALEDATE REC. OF Aug. 21st, 1944.
PURCH. PRICE

(3)

DATE OF REC.
OF FINAL ADJMTS.

8th Sept., 1944 (Ledger entry).

ACK. C OF T. BY
NEW OWNERReceipt of duplicate C of T No. 175739-E acknowledged
by VLA Aug. 21st, 1944.

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FUNDS RELEASED
TO CR. OF JAP.

Not specifically recorded on file.

JAP. ADVISED RE
SALE AND FUNDS

23rd Oct., 1944.

JAP. COMMENTS RE
SALE AND FUNDS

No agreement or disagreement recorded on file other than
a letter received by this office on 18th Oct., 1944, in
which certain previously stated mortgage balances were
challenged by Kawase.

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HISTORY OF ADMINISTRATIONDescription of
property

The report of J.D. Mather is quoted in part as follows:
"This property consists of 39 acres all under cultivation.
There is on this property...a 1½ storey frame, shingle
roof dwelling with basement. There is also a small Barn
and Packing Shed on the property. There is in addition to
the above, a small house built by one Mrs. Asai on the land
owned by Kawase. I am unable to ascertain what ground rent
if any, is being paid."

Mortgage

The above property was being purchased by Kawase from a
Mr. Rice REES of Lulu Island, B.C., and at date of vesting
in the Custodian an outstanding balance of approximately
\$2700. was due under Agreement for Sale.
Mr. Rees, through his solicitor Mr. A.J. Cowan, stated that
he would be satisfied with interest payments during the
enforced evacuation of Kawase.

Lease granted
by Kawase

Prior to his evacuation on 23rd May, 1942, Kawase leased
his property to Leslie GILMORE on March 23rd 1942, for the
duration of hostilities with Japan. Rental being \$1000. for
the first year (due to crops having been sown), and \$600.
for each succeeding year, all payments being on a semi-payme
~~ment~~ basis falling due on 15th of Sept. and Nov. of each
year.

Messuage Tenure

A small house erected by Tadaichi ASAI (4634) ~~and~~ on Kawase
land was valued by T.C. King, realtor of Steveston, to be
worth only \$200. Perusal of both files fails to reveal the
agreement between Kawase and Asai under which it was erected
but Kawase's letter of Feb. 8th, 1943, states that he had
purchased the house from Asai.
In view of the fact that Asai's Form JP does not list under
'Real Property' this house, nor does he appear to have
carried insurance, or had any dealings whatsoever in regard

22nd November, 1947.

(4)

.....In regard/

to the operation of the property, or since evacuation enquired of this office as to the disposition of the property it is considered that Kawase's claim is correct. Prior to settlement of account with Kawase, a statement from him will be obtained in which he will accept the obligation for any future litigation.

Taxes,
Water Rates

Taxes and Water Rates during the period of the Custodian's administration of the property were duly paid by this office

Repairs and
incidental
disbursements

No repairs or incidental expenses connected with the operation or rehabilitation of the property were charged by the Custodian against funds received as rentals, the tenant, Gilmore, evidently making his own repairs or paying for same out of his own pocket.

Sale of prop.

One letter under date of 15th Feb. 1943, appears on file in which a Mr. Jack Graham of 1556 W. 13th Ave., Vancouver, BC evidently offered to purchase the property in the amount of \$8000. This offer was refused.

Rentals

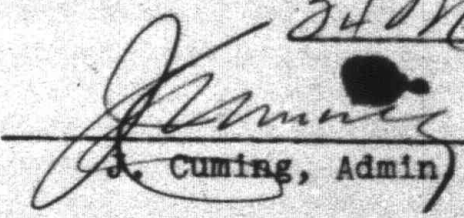
All rental payments were made by Gilmore when due, no arrear being evidenced by file.

N O T E

IN ORDER TO COMPLETE THE REAL PROPERTY SUMMARY OF THIS FILE, THE ATTACHED DECLARATION OF KAWASE IN REGARD TO THE MESSAGE TENURE HOLDING OF Tadaichi Asai (4634) MUST BE CONSIDERED IN CONJUNCTION WITH THE ABOVE.

THE ABOVE INFORMATION COMPRISING THIS SUMMARY HAS BEEN COMPILED FROM THE FILES OF Tadayoshi Kawase (5552) Tadaichi Asai (4634) AND ALL DECLARED RELATIVES OF BOTH, AND IS A FULL AND COMPLETE SUMMARY OF THE FACTS AS CONTAINED.

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

24 Nov 1947

J. Cuming, Admin. Dept.

JC/..

File #5552

Tadayoshi KAWASE

DESCRIPTION OF PROPERTY:

Section Ten (10), Block Three (3), North, Range Six (6) West,
as shown on the official plan of survey of the District of New Westminster,
contained within the following described boundaries, that is to say:

COMMENCING at a point on the East boundary of said Section being on the
South boundary of a slough and a distance of 1148 links North of the South-
East corner of said section; thence due South along the East boundary of
said Section a distance of 1148 links to the South-East corner thereof;
thence due West along the South boundary of said section a distance of 930
links more or less to the South Bank of said slough, thence following the
meanderings of said bank of slough in a North-Easterly direction to the
point of commencement, said described portion of said section containing
five acres and two-thirds ($5\frac{2}{3}$), be the same more or less, AND that part
of a portion of Section Fifteen (15) Block Three (3), North Range Six (6),
West described as follows: COMMENCING at the North-East corner of Section
Fifteen (15), Block Three (3) North Range Six (6) West, New Westminster
District, thence Southerly along the Eastern boundary of said Section Fif-
teen (15), Block Three (3), North Range Six (6) West for a distance of
Eight hundred and eighty-one (881) feet more or less to a post planted;
thence South Fifty-eight (58) degrees and twelve (12) minutes West Twenty-
one hundred and ten (2110) feet more or less to the left bank of Woodward's
Slough; thence North-Easterly along the left bank of Woodward's Slough for
a distance of Twenty-two hundred and fifty (2250) feet more or less to the
Northern boundary of the said Section Fifteen (15), Block Three (3), North
Range Six (6) West, New Westminster District; thence along the Northern

(2)

boundary of the said Section Fifteen (15), Block Three (3) North Range Six (6) West, New Westminster District for a distance of Six hundred and Seventy-five (675) feet more or less to a point of commencement and containing by admeasurement Thirty-seven and fifty-nine one-hundredths (37.59) acres, be the same more or less.

File No. 5552NATURE OF ENCUMBRANCE Agreement for Sale
(registered) or (unregistered)Name of Owner of Property KAWAWA, Tadayoshi Reg. No. 03473Address No. 4 Road, R.R. #1, Steveston, B.C.Occupation Farmer Age 45Registered Owner of Property Rice Rees C.T.No. 17341 "F"Property:Property Address RichmondLegal Description See reverse sideL.R.O. 69786 "C"Nature of interest Owner under agreement for saleParticulars of Encumbrance:Date 27th September, 1933Parties to document:Name Rice Rees "The Owner"Address R.R. #1, Steveston, B.C.Name Tadayoshi KAWAWA "Purchaser"Address R.R. #1, Steveston, B.C.Principal Amount \$13000.00Terms of Payment Cash \$500.00 - \$1000.00 Dec. 30th 1933, \$2500.00 Sept. 15th, 1934, \$3000.00 Sept. 15th, 1935, \$3000.00 Sept. 15/36... Rate of Interest 7%
\$3000.00 Sept. 15/37Arrears, if any: Principal 2500.00 Interest 68.55Balance owing as at this date \$2568.55Standing of Taxes: Arrears 1942 PaidInsurance:(1) Agent CompanyPolicy No. Amt. Prem Exp. Date(2) Agent CompanyPolicy No. Amt Prem Exp. Date

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

Dated at Victoria this 30th day of April 1943 A.D. 1942.

CERTIFIED CORRECT:

(Signature)

Robertson for R. Rees

46 5552
.....24th Nov. 1947,
Vancouver, B.C.

RP
7

VOLUNTARY DECLARATION OF Tadayoshi KAWASE
Regn. No. 03473

"I, Tadayoshi KAWASE, Regn. No. 03473, do hereby certify that the following is a true and complete DECLARATION of all circumstances surrounding that certain building erected by or previously tenanted by Tadaichi ASAI, Regn. No. 03661, and located on property known as 739 No. 4 Rd., RR #1 Stevenson, B.C., said property having been previously owned by myself under Agreement of Sale.

In regard to the above-stated building, I make the following DECLARATION voluntarily, knowing it to be full and complete and without reservation on my part, and binding as if taken on oath:

- 1) I declare that the building as previously described in the foregoing text has prior to this date become my legal property and that neither Tadaichi ASAI, his heirs or assigns, nor any other person or persons or group of persons in any regard, have any interest whatsoever in the building or the land on which it is situated, or the land which surrounds the building or the lands on which it is situated.
- 2) I declare myself to have legally acquired the said building and/or lands, and further declare that I have full legal right to the complete proceeds derived from the sale of this property by the Custodian, as vested in him.
- 3) In the event of litigation or claim otherwise made by or between or on behalf of any person, persons or etc on the one part, and the Custodian his heirs or assigns on the other part, I do hereby declare myself wholly liable to reimburse any injured party or parties for the full amount of the claim and such other charges which may accrue in consequence of the litigation or claim.
- 4) I absolve the Custodian from any consequence of this declaration.

I hereby certify that the above declaration was read and explained to me prior to my appending my signature to this document, and that in so appending my signature I acknowledge that I fully understand the nature and contents of this declaration.

IN WITNESS WHEREOF I HEREBY SET MY HAND IN THE PRESENCE OF
WITNESSES THIS.....24th.....DAY OF.....Nov.....IN
THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND FORTY-Seven

Signed in the presence of

K Kawase
Tappin B.C.
Kimmy
2265 W 35 Ave Vancouver B.C.

Tadayoshi KAWASE
Tadayoshi KAWASE

22nd November, 1947.

PERSONAL PROPERTY SUMMARY

CHATELS

Please refer to the attached Chattel Summary.

BONDS

Kawase declared owning \$170. in Victory Bonds and War Savings Certificates when completing Form J.P., also 132 shares of Fraser Valley Milk Prod. Assn.

These bonds and shares never came under the administration of the Custodian at any time.

BANK ACCOUNT

Kawase declared a current account at the Royal Bank of Cda. Vancouver, B.C. with approx. \$650. to his credit.

These funds were left in his control.

LIFE ASSCE.

His J.P. Form carried the following policies declared:

Monarch Life Assce.	P.101414	\$5000.
Manufacturers Life.	383127	1500.

The above policies were left in Kawase's possession throughout, and no information nor correspondence is available on file to indicate that this office had any part in the administration of this part of his estate.

ACCOUNTS RECEIVABLE

Accounts Receivable declared by Kawase when completing Form JP on April 20th, 1942 amounted to only one claim, viz

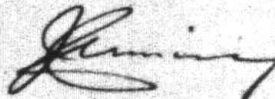
BC Veg. Mktg.,
claim

"about \$40.80 B.C. Coast Veg. Marketing Agency, Vancouver, B for 24 sacks potatoes (declarant) holds receipt for same"

The file does not disclose that any attempt was made on the part of the Custodian to investigate or collect in his name.

MIN. II 4/8/12/47

KAWASE VISITED THE ABOVE BOARD APPROX. 22/11/47 & DID NOT REQUEST PAYMENT THEREFORE, THE LETTER DATED 1 DEC 47 FROM THE BOARD APPEARS TO BE CORRECT.


Kawade Box
Co. claim

Correspondence on file under date of 26th Jan. 1943, divulge that Kawase was a claimant in the amount of \$3.75 against the Kawade Box Co. (in bankruptcy).

This office was in receipt of a cheque in the amount of \$.66 from the Cdn. Credit Men's Trust Assn. Ltd. on 30/8/43 being 17 1/2% of the claim. No further funds have accrued from this source.

BCER refund

Refund of BCER Security Deposit in the amount of \$5.00 was credited to his account upon receipt in July 1945.

22nd November, 1947.

CHattel SUMMARY

Kawase declared on Form JP certain enumerated farm implements but household goods were unlisted, being mentioned only as to his appraised value of \$500.

Farm Implements

The farm implements were evidently used by Gilmore during his lease of the property, but were not written into the lease.

Mr. J.D. Mather listed farm implements as being on an inventory created by Kawase and Gilmore, but it is impossible to reconcile this inventory with Kawase's J.P. declaration.

Review of the file does not divulge the final disposition of these articles other than those enumerated on Steveston Auction No. 36, and in view of the fact that the auctioned articles are so small in number and amount of proceeds, it is not considered necessary to create a Schedule.

Household goods

The household goods were left in a room in the basement of the house, and a query from Kawase through a solicitor at Salmon Arm B.C. on 4/5/44 divulged that both T. Asai (4634) and J. Yashiki (Int 392) had also left chattels stored in the same room.

No inventory was ever taken by this office of these chattels until 13/6/45 when they were removed to storage.
to inventory June 13, 1945, & file. for chattels found belonging to Asai according to file.

The chattels were sold by auction and the proceeds divided amongst the owners concerned.

Due to the absence of any previously created inventories, plus the absence of inventories on the part of the Japanese, it is impossible to state whether the division of proceeds was correctly made or whether all articles were accounted for.

No schedule can be created insofar as household goods are concerned.

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

27 Nov. 1947.

J. Cumming
J. Cumming, Admin. Dept.

JC/..

NAME KAWASHI, Tadayoshi

REGISTRATION NO. 93473

FILE NO. 9552

The following chattels were sold by public
auction at Stevenson, B. C. on June 29, 1945.

- Garden tools	\$ 1.50
- Copper line dust	0.35
- Copper line dust	0.35
- Bicycle parts	1.00
- Wall clock	5.00
- 4 Tubs and 1 pail	1.00
- Rubber boots	0.50
- Can of nails, lamp, hardware etc.	0.25
- Garden tools (small)	0.75
- Flew blade	0.75
- Garden tools	1.00
- Garden tools	3.50
- Rope and twine	0.25
- Single set harness	4.50
- Double set harness	8.00
- Garden tools	0.50
- Forks	1.00

Total

(Auctioneer's Fee: \$ 3.02
Less Expenses: (Advertising: 1.51
(Moving: 4.33

\$ 30.20
\$ 8.84

Net Proceeds Credited:

\$ 21.36

Members of Custodian Staff Present.

Mr. Harris

Extracted from Auctioneering List No.

Stevenson 36.

Remarks.

24th November, 1947.

SPECIFIED ARTICLES
SUMMARYCAMERAS
RADIOS
FIREARMS
VESSELS

None declared by Kawase when completing Form JP on 20th April, 1942, and none divulged by perusal of the file.

AUTOS

Kawase declared owning 2 trucks and 1 car when completing Form JP. These vehicles are enumerated on the attached Brown-edged Memorandum.

These vehicles were disposed of by sale subsequent to appraisal, and a statement in regard to the purchase price, administrative expenses and net balance placed to his credit was supplied Kawase on 20th January, 1943, a copy being supplied for each car separately.

NO INFORMATION OTHER THAN THAT WHICH IS REFERRED TO IN THE ABOVE SUMMARY IS CONTAINED IN THE FILE IN REGARD TO SPECIFIED ARTICLES.

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

1st Nov 1947

JC/..

J. Cuming
J. Cuming, Admin. Dept.

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MEMORANDUM

To: File 5552

7th July 1943

From: Specified Articles Department

Re: K AWASE, Tadavosai - Reg: 03473

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
CAR	1929 Chevrolet Sedan No: C 65 License No: (41) 83327	\$25.00

X

Sold to: G. E. Smith

Date: 21st Sept. 1942

Selling Price: \$25.00

TRUCK	1937 International Truck No: T 120 License No: (42) C 792	\$525.00
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Sold to: B. C. Government (Land's Dept) Date: June 1942

Selling Price: \$525.00

TRUCK	1933 International Truck No: T 121 License No: (41) C 6524	\$ 175.00
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Sold to: Mike Patrencik

Date: 15th August 1942

Selling Price: \$201.75

OB

USED CAR APPRAISAL RECORD

NAME

ADDRESS

Paint

Tires

Body & Fenders

Glass

Top

Nickelling

Radiator

Running Boards

Mats & Kick Pads

Upholstery

Hardware

Motor Expense

Transmission

Rear Axle

Universal Joints

Clutch

Steering

Brakes

Tighten Up

Muffler

Sundries

Wash & Clean Motor

Clean Interior

Oil & Grease, Change

Oil & Check Over

Total

Mod. interested in

Salesman

Date

Appraised by

For immediate acceptance only.

Selling price

Less Repairs

Allowance

MADE IN U.S.A. - PATENTED - BURT BUSINESS FORMS LIMITED

Make

Body Style

Year

License

Serial

Mileage

Remarks

M^CDERMOTT MOTORS

P. O. 1000000

USED CAR APPRAISAL RECORD

NAME T 120

ADDRESS Good condition

Paint	\$	Make
Tires <u>4 good & fair 1 new</u>		<u>Intermat</u>
Body & Fenders	\$	<u>160" W.B.</u>
Glass	\$ <u>7.00</u>	Body Style
Top	\$ <u>✓</u>	<u>Platform</u>
Nickelling	\$ <u>✓</u>	
Radiator	\$ <u>✓</u>	
Running Boards	\$ <u>✓</u>	Year
Mats & Kick Pads	\$ <u>✓</u>	<u>36</u>
Upholstery	\$ <u>✓</u>	
Hardware	\$ <u>✓</u>	License
Motor Expense	\$ <u>✓</u>	<u>6792</u>
Transmission	\$ <u>✓</u>	
Rear Axle	\$ <u>✓</u>	Serial
Universal Joints	\$ <u>✓</u>	<u>635</u>
Clutch	\$ <u>✓</u>	<u>1726</u>
Steering	\$ <u>✓</u>	
Brakes	\$ <u>✓</u>	Mileage
Tighten Up	\$ <u>10.00</u>	<u>34249</u>
Muffler	\$	
Sundries <u>1 Bat</u>	\$ <u>12.50</u>	
Wash & Clean Motor	\$ <u>0.50</u>	
Clean Interior	\$ <u>0.00</u>	Remarks
Oil & Grease, Change	\$ <u>0.50</u>	<u>No spare</u>
Oil & Check Over	\$ <u>0.50</u>	
Total	\$ <u>29.00</u>	<u>750 x 20</u>

Mod. interested in

Selling price \$525.00

Salesman ✓

Less Repair \$

Date

Appraised By

Allowance

\$

For immediate acceptance only.

ROYAL CANADIAN MOUNTED POLICE

Form C-21a

65

EXHIBIT REPORT Attached to Exhibit 68-2

HEADQUARTERS File No.

SUB-DIV'N and File No.

DIVISION and File No.

DETACHMENT and File No.

DATE

Re: T. KAWASE No. 4 Rd Stoveston B.C.

(Name of File)

On Mar 10 1942

(Date)

"Goodfellow K.E."

(Member's Name)

Came into possession of the following described goods by

(State Authority from whom seized and place of seizure)

No. OF EXHIBIT	No. OF PACKAGES	CAPACITY OR SIZE	DESCRIPTION OF EXHIBITS
LICENSE No.			TIRE NUMBERS
MAKE & MODEL	(41) 83327		5
SERIAL No.	Chev 29		
ENGINE NO.	364221		
SPEEDOMETER READING	219489		
CONDITION		66742	
		Poor	
EXTRA EQUIPMENT		Nil	# C. 65
DESCRIPTION & CONDITION VERIFIED			Seats Torn Badly rusted Door window Missing.
		"T. Kawase"	
		Signature of Owner	
		Japanese Registration No.	03473
		Handed over to representative of Custodian whose signature in receipt thereof appears hereunder	
		"A.W. Cruise"	
DATE			
	Mar 10/42		

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

Date: March 16 1948

M. Seaby

"K.E. Goodfellow"

(Signature of member submitting report)

ROYAL CANADIAN MOUNTED POLICE

No. T.121

EXHIBIT REPORT

HEADQUARTERS File No.

SUB-DIV'N and File No.

DIVISION and File No. E 269-G-13-3

DETACHMENT and File No. (E)

Re: T. KAWASE R. R. 1 Steveston B.C.

DATE March 11th 1942

On March 11th 1942

(Name of File)

Goodfellow K.E.

(Member's Name)

Came into possession of the following described goods by

Surrender Under O.I.C. P.C. 1486

(State Authority from whom seized and place of seizure)

No. OF EXHIBIT	No. OF PACKAGES	CAPACITY OR SIZE	DESCRIPTION OF EXHIBITS
LICENCE NO:		(41) C6524	
MAKE & MODEL		International Truck 33	
SERIAL NO.		707-G	
ENGINE NO:		301459	
ENGINE NO:		301459	
SPEEDOMETER READING		63994	
CONDITION		Fair	
EXTRA EQUIPMENT			
		Nil	
DESCRIPTION & CONDITION VERIFIED:			
			Right Door Window Broken Left Door Window Missing.
		"T Kawase"	
		Signature of Owner	
		Japanese Registration No. 03479	
		Handed over to representative of Custodian whose signature in receipt thereof appears hereunder	
		"A.W. Cruise"	
DATE:	March 11/42		

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

CERTIFIED CORRECT

Date: March 16/48

"K.E. Goodfellow"

(Signature of member submitting report)

24th November, 1947.

FIRE INSURANCE SUMMARYPROPERTY

Declared

Kawase did not declare the existence of fire insurance on his buildings, and J.D. Mather in his report of 31 July 1942 noted this fact.

Placed by
Custodian

On 5th Sept., 1942, the Custodian placed coverage in the amount of \$4700. This was London & Lancashire Co. policy No. 3400864 expiring 5/9/45, and the insurance was placed as follows:

\$2000.	on dwelling house
500.	on household contents
2000.	on barn
200.	on farm machinery and tools
<u>\$4700.</u>	total.

Ins. transf.

This insurance remained in force without claim until date of sale of the property to the V.L.A. when the policy was transferred and return premium in the amount of \$67.79 was credited to Kawase.

AUTOMOBILES

Declared

On 20th April, 1942, when completing Form JP, Kawase declared "Insurance on trucks and cars, Co. unknown agent 'Tanaka Agents'. Powell St., Vanc'r. BC"

Investigation

The file does not indicate that this claim was ever investigated by a representative of this office, and Statements of Sale re cars and trucks does not disclose any mention of return of premium etc.

No information re automobile insurance other than Kawase's declaration on Form JP is contained in the file.

THE ABOVE SUMMARY IS A FULL AND COMPLETE RECORD OF FIRE INSURANCE AS CONTAINED IN THE FILE.

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

24 Nov. 1947

J. Suming
J. Suming, Admin. Dept.

JC/..

FILE NO.

03473

KASANE, Tadayoshi

5552

[illegible]

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Kawase Tadayoshi

File No. 5552

Chase - BC

Reg. No.

63473

Company Monarch

Agency Vancouver,

Policy No. 101414

Premium - \$181.50

Payable: Annually, Semi-annually or monthly

Month September

Day 15

REMARKS:

Letter sent 12/9/41

Sept. 5, 1942.

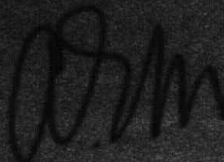
MEMORANDUM FOR FILE #5552.

KAWASE, Tadayoshi, #03473.

The declaration of Tadayoshi Kawase indicates that Tadaichi ASAI owns the 4 room 2 storey house built on the property declared as Sec. 15, Block North 3, Range West 6, Map 82377.

The declaration of Tadaichi Asai, #03669, File #4634 confirms this. It appears that this ownership is recognized by a special agreement.

In dealing with this particular piece of land ASAI's interest should be further investigated and taken into consideration.



A. G. McArthur.

AMH:AS

- MEMORANDUM -

TO: File #5552 & 4634.

FROM: G. H. Peers. September 18, 1942.

Re: Tadayoshi KAWASE
Tadaichi Asai

Re Asai house built on Kawase
property.

Mr. T. C. King says the house is
worth not more than \$200.00. $\frac{1}{2}$ acre of land on
which it stands is worth about \$100.00.

This shack is being occupied by one
of Mr. Gilmore's farm hands who pays no rental.
The land is under lease to Mr. Gilmore.

G. H. Peers.

GHP/v.

To the Secretary of State acting
in his capacity as Custodian.

I KAWASE, Tadayoshi, Police
registration No. 03473, hereby request

you to release to me the under-noted property stored
at #4 Rd., R. R. #1 Station, B.C. (house #732),
and I release you from any claim whatsoever with
respect to such property.

Description of Property:

1-tractor

1-plough(cockshutt)

1-horse plough

1-disc harrow

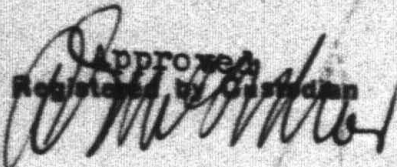
1-harrow


1-cultivator

2-seeders

Hoes, shovels, rakes,
potatoes & peas for seeds,
potato drill

Dated this 20th day of May 1942.

Approved
Registered by Custodian



(Japanese sign here)

NOTE:

The Custodian is advised that the B.C. Security
Commission will pay transportation charges up to 1,000
pounds (which amount includes the free baggage allowed by
railroad company on tickets), and any charges over this
amount will have to be for the account of the individual
Japanese evacuee.

COPY

Arthur J. Cowan,
Barrister and Solicitor,
Notary Public

553 Granville Street,
Vancouver, B. C.
August 24, 1942.

J. D. Mather, Esq.,
Metropolitan Bldg.,
Vancouver, B. C.

Dear Sir:-

Re: Custodian
& Re: Kawase, Reg. #03473

I beg to enclose herewith statement of payments made by the above mentioned Japanese since he purchased his property from Mr. Rees. You will note this shows a balance owing of \$3,273.84 as of March 10, 1942.

I trust that arrangements will be made for the payment of taxes and interest. In addition, I would strongly urge that some payments be made towards the reduction of principal.

Yours faithfully,

(Signed) A. J. Cowan

1A8048

AJC:M

Encl.

STATEMENT
RICE PRESS VS KAWASH

<u>Date</u>	<u>Previous Balance</u>	<u>Interest</u>	<u>Total</u>	<u>Payment</u>	<u>Balance Owine</u>
Sept. 15/33	\$13,000.00	—	\$13,000.00	—	\$13,000.00
" 27/33	13,000.00	—	13,000.00	\$500.00	12,500.00
Dec. 30/33	12,500.00	—	12,500.00	500.00	12,000.00
Mar. 5/34	12,000.00	—	12,000.00	500.00	11,500.00
Aug. 17/34	11,500.00	\$853.66	12,353.66	853.66	11,500.00
Aug. 17/34	11,500.00	—	11,500.00	500.00	11,000.00
Sept. 5 /35	11,000.00	\$10.63	11,010.63	2,000.00	9,010.63
Sept. 10/36	9,010.63	696.35	10,506.98	1,000.00	9,506.98
Dec. 13/36	9,506.98	161.16	9,668.03	1,000.00	8,668.03
Sept. 8/37	8,668.03	440.96	9,108.98	1,500.00	7,608.98
Sept. 2/38	7,608.98	526.63	8,135.60	500.00	7,635.60
Sept. 2/39	7,635.60	535.85	8,171.45	1,000.00	7,171.45
Nov. 1/39	7,171.45	89.73	7,261.18	1,000.00	6,261.18
Sept. 19/40	6,261.18	590.57	6,851.75	1,000.00	5,851.75
Sept. 1/41	6,171.76	432.02	6,603.77	2,000.00	4,603.77
Mar. 10/42	4,603.77	170.07	4,773.84	1,500.00	3,273.84

5117.50

15,335.66

13000
212.735
18,107.50
15332.66
2773.84

Sum 6/27/39 - 5/1/42

TELEPHONE SEYMOUR 8430

Arthur J. Cowan

BARRISTER AND SOLICITOR
NOTARY PUBLIC

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
DEC 15 1942

SUITE 64 LEIGH SPENCER BUILDING
853 GRANVILLE STREET

Vancouver, B.C.

December 12, 1942.

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

Attention Mr. Peers

Dear Sir:

Re: Kawase & Mr. Rice Reese

Write Jap
4/8 38 Real
835.00
66.34

I beg to advise you that according to my revised figures there was a balance of \$2,690.76 owing on March 10, 1942. Interest to December 10, 1942, amounts to \$141.28, making a total of \$2,832.04 owing as of that date. If at all possible, I would suggest that payment of \$332.04 be made so as to leave a balance of \$2,500.00 owing as of December 10, 1942.

Yours faithfully,

A. J. Cowan

A. J. Cowan.

AJC:M

5552.

December 17, 1942.

Mr. Tadayoshi KAWASE,
Registration No. 03473,
Chase, B. C.

Dear Sir:

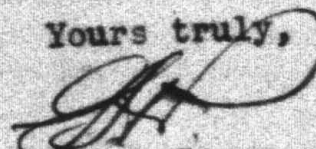
With reference to your letter of the 11th instant, we beg to advise you that the commission of \$25.00 charged was the usual real estate agent's fees of 5% for collection of rentals. However, since that amount was collected, we have started an Office of the Custodian at Steveston and the second \$500.00 amount of rent collected from Leslie Gilmore has been collected without charge.

We are today in receipt of a letter from Mr. Arthur J. Cowan, solicitor for Mr. Rice Reese, in which Mr. Cowan suggests that we send him a cheque from rentals amounting to \$332.04 which would be made up of \$141.28 being interest from March 10th to December 10th, 1942 and the balance of \$190.76 paid on the principal reducing the principal to the sum of \$2500.00 as at December 10th, 1942.

Will you kindly let us know what your wishes are with regard to the above matter as we are holding to your credit at the present time the sum of \$418.38.

Your prompt reply to this letter will be appreciated.

Yours truly,


G. H. Peers,
Administration Department.

GHP/P.

Chase Bb.

Dec. 21, 1942.

Custodians Office,
Dept. of Secretary of State
of Canada,
Vancouver Bb.

EVACUATION SECTION	
Rec'd	DEC 23 1942
File No.	5552
Ans.	
Referred	Pear

Dear Sir:

In reference to your letter of Dec 17, File No 5552, I would like you to pay Mr Lawan, solicitor for Mr. Reese, \$332.04 which would be made up of \$141.28, which would be interest from Mar. 10 to Dec. 10, 1942 and \$190.76 paid on the principal reducing the principal to \$2500.00. After paying all debts will you please send me the balance of the money soon as possible.

I would like information on my car which you have in your possession.

● License No. 83-327 (1941)
● Make & Model Chevrolet (1929 sedan)
Serial No. 364221
Engine No. 219489

If you still have this car, will you please let me know as I would like to have it here in Chase.

Yours truly,

J. Kawase
Reg. No. 03473

676-38

109
337
96272

8552

Chase, B.C.
Dec. 19, 1942.

Custodian Office,
501 Royal Bank Building,
Vancouver B.C.

Dear Mr. McPherson,

I would like to know if my two International trucks are still in your possession.

1st Truck. License No. - C-792 (1942)
Make & Model - 1937, 1½-2 ton International
Serial No. - 1726 | Truck
Engine No. - FAB 22359191

2nd Truck. License No. - C-6524 (1941)
Make & Model - 1933, 1½ ton International Truck
Serial No. - 707-G
Engine No. - 301459

If you still have the first truck, 1½-2 ton International Truck, I would like very much to get it in my possession at Chase, B.C.

Yours truly,

J. Kawase
03473

130
120
✓

Arthur J. Cowan

BARRISTER AND SOLICITOR
NOTARY PUBLIC

SUITE 84 LEIGH SPENCER BUILDING
553 GRANVILLE STREET

Vancouver, B.C.

EVACUATION SECTION	
JAN 12 1943	
File No.	5552
Ans.	
Referred	Reels

January 11, 1943

The Custodian of Enemy Property,
Japanese Evacuation Section,
Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: T. Kawase
Your file #5552.

I beg to acknowledge your letter of December 30th which was received by me on January 9th, 1943, with enclosed cheque for \$332.04. According to my records this will leave the sum of \$2,500.00 owing as of December 10th, 1942.

Under the terms of the agreement, interest at 7% per annum is payable yearly on the 15th of September each year. My client advises me that he is willing to let the principal stand, provided the interest is paid yearly. If, however, sufficient money is available from the rentals, I think a small payment on account of principal should be made each year.

Yours faithfully,

A. J. Cowan

A. J. Cowan.

AJC:M

*{ 17.5% = for
year with*

January 29, 1943.

Mr. Tadayoshi KAWASE,
Registration No. 03473,
Chase, B. C.

Dear Sir:

We observe that Tadaichi ASAI is the declarant of a house built on your property. In the lease which you made to Leslie Gilmore the whole of the property was let without exception. This would necessarily include the land in which this dwelling of ASAI is situated.

What are the terms on which ASAI built this house upon your property? Was ground rent paid?

Inasmuch as ASAI'S house and the land on which it stands was included on your lease to Mr. Gilmore is there any benefit to be conceded to ASAI by reason of this house being included in the lease.

Yours truly,

P. H. Russell.
Administration Department.

*NO: see reply
dated 8/2/43.
Kawase bought
house from ASAI*

PHR/CD

Arthur J. Cowan

BARRISTER AND SOLICITOR
NOTARY PUBLIC

EVACUATION SECTION	
Rec'd	<i>Feb 1 1943</i>
File No.	<i>5552</i>
Ans.	
Referred	<i>Arthur Russell</i>

SUITE 84 LEIGH SPENCER BUILDING
555 GRANVILLE STREET

Vancouver, B.C.

January 30, 1943.

P. H. Russell, Esq.,
Administration Department,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: T. Kawase & Rice Reese
Your file #5552.

I beg to acknowledge your letter of January 29th. The property in question was originally sold by Mr. Rice Reese on September 15, 1923, to William E. Robinson. He, in turn, sold to Kawase and gave an assignment of the Agreement of Sale on October 10, 1931. On September 27, 1933, Kawase and Mr. Reese entered into an Extension Agreement which is filed in the Land Registry Office at New Westminster as #72493C. For all practical purposes, this now constitutes the agreement between Mr. Reese and Kawase. I enclose my office copy herewith. Please return it to me after you have made a copy of it.

I also have copies of the other agreements which you may have if you wish, but the Extension Agreement is the one under which we are working now.

Yours faithfully,

A. J. Cowan

A. J. Cowan.

AJC:M
Enc.

Agreement of Purchase

C. H. H. H. H.

March 14th, 1944.

Registered Mail

Mr. A.J. Cowan,
Barrister,
553 Granville St.,
Vancouver, B. C.

Dear Sir:

RE: (1) Part (37.59 acres more or less) Sec.
15, Blk. 3 N., R. 6 W., Sketch 8237F
save & except part 0.271 of an acre
shown on Expropriation Plan 5022, N.W.D.

(2) Part S.E. 5 2/3 acres more or less, Sec.
10, Blk. 3 N., R. 6 W., Sketch 17341F
Municipality of Richmond, N.W.D.

The two parcels above described were the subjects of an Agreement for Sale dated 15th September, 1923, from Rice Rees to William Edgar Robinson, the latter assigning his interest to Tadayoshi KAFASE. We have on file a statement dated the 30th of April, 1943, signed by you as Solicitor for Mr. Rees, and claim at that date, \$2500.00, as balance of unpaid Purchase Price and interest of \$68.55. This land is being sold by the Custodian and we desire to have a statement of the amount owing to Mr. Rees as at the 29th of February, 1944. A form of statement in duplicate is enclosed and we would appreciate it if you would either sign this on behalf of Mr. Rees, or procure his signature for the same.

Yours truly,

Ian Macpherson
Title Examiner

IM:ML
Encls.

Arthur J. Cowan

BARRISTER AND SOLICITOR
NOTARY PUBLIC

TELEPHONE PACIFIC 8028

EVACUATION SECTION

Rec'd MAR 29 1944

File No.

SUITE 84 LEIGH SPENCER BUILDING
888 GRANVILLE STREET

Referenced B.C.

March 28, 1944.

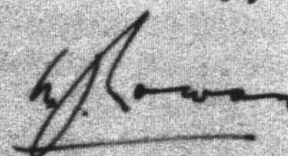
The Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Kawase and Rice Rees
Your file #5552.

I beg to acknowledge your letter of March 14th and I now have pleasure in enclosing herewith in duplicate statement duly completed showing the balance owing to Mr. Rice Rees as of February 29, 1944, in the sum of \$2,716.10. Mr. Rees, of course, will require interest on the balance owing to date of payment.

Yours truly,



A. J. Cowan.

AJC:M

Enc.

+ Interest 27 1/2%
from 1/2/44 to
3/10/44 }

\$ 2716.10

104.04

\$ 2820.14

File No. 5552

March 14th

EVACUATION SECTION	
Rec'd	MAR 20 1944
File No.	
Ans.	
Referred	

Registered Mail

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

Attention Ian Macpherson

Dear Sir:

RE: (1) Part (37.59 acres more or less) Sec.
15, Blk. 3 N., R. 6 W., Sketch 8237F
save & except part 0.271 of an acre
shown on Expropriation Plan 5022, N.W.D.

(2) Part S.E. 5 2/3 acres more or less, Sec.
10, Blk. 3 N., R. 6 W., Sketch 17341F
Municipality of Richmond, N.W.D.

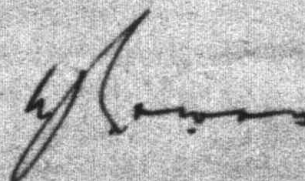
I, Solicitor for the Vendor in an Agreement for Sale
dated 15th September, 1923, covering the above described property
in favor of W.E. Robinson and assigned 27th May, 1933, to Tadayoshi
KAWASE, certify that on the 29th day of February, 1944, there was
owing to me in respect to said Agreement, the sums below stated:

Unpaid balance of Purchase Price \$ 25,000.00

Interest on \$ 25,000.00 @ 7 %
from Feb 10, 1942
to 29th February, 1944.

\$ 216.10

Total amount owing on Agreement \$ 27,161.10



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

Mar 28, 1944
Dated:

File No. 5552

March 14th

EVACUATION SECTION	
Rec'd	MAR 29 1944
File	1944
Ans.	
Referred	

Registered Mail

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

Attention Ian Macpherson

Dear Sir:

- RE: (1) Part (37.59 acres more or less) Sec.
15, Blk. 3 N., R. 6 W., Sketch 8237F
save & except part 0.271 of an acre
shown on Expropriation Plan 5022, N.W.D.
- (2) Part S.E. 5 2/3 acres more or less, Sec.
10, Blk. 3 N., R. 6 W., Sketch 17341F
Municipality of Richmond, N.W.D.

I, Solicitor for the Vendor in an Agreement for Sale dated 15th September, 1923, covering the above described property in favor of W.E. Robinson and assigned 27th May, 1933, to Tadayoshi KAWASE, certify that on the 29th day of February, 1944, there was owing to me in respect to said Agreement, the sums below stated:

Unpaid balance of Purchase Price \$ 1500.00.

Interest on \$ 1500.00 @ 7 %
from 4th Nov. 1942 216.10
to 29th February, 1944. \$

Total amount owing on Agreement \$ 1716.10.

A.J. COWAN.

[Signature]
Solicitor for Vendor

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

Dated:

Mar 28. 1944

offer # 10377

5552

March 29, 1944.

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

Attention Mr. A. G. Duncan Crux.

Dear Sir:

Re: Tadayoshi KAWASE - Pt. 37.59 ac. of Sec. 15,
Blk. 3 N. Rge. 6 W. ex. pt. 0.271 ac. Plan 5022.
AND Pt. SE 5-2/3 ac. of Sec. 10, Blk. 3 N. Rge 6 W.,
Sk. 17341F, Municipality of Richmond.

We enclose herewith Certificates of Encumbrance No. 51545 and 51546, showing the registered owner of subject properties as Rice Rees, who is represented by A. J. Cowan, Solicitor, 553 Granville Street, Vancouver, B. C., with registered Agreement for Sale and Purchase to William E. Robinson, Assignment of Agreement for Sale and Purchase to Tadayoshi KAWASE, Evacuee, Registration No. 03473, Agreement extending time for repayment of above Agreement for Sale and Lease dated March 23, 1942 to Leslie Gilmore.

A statement has been received from Mr. A. J. Cowan showing the balance owing on the Agreement, as at February 29, 1944, as follows:

Unpaid Balance of Purchase Price	\$2500.00 —
Interest @ 7% from Dec. 10/42 to Feb. 29/44	<u>216.10 —</u>
Total amount owing on Agreement	<u>\$2716.10</u>

Yours truly,

R. D. Richardson,
Farm Department.

Enc. 2.
RDR/EG

377071
E. MAX LADNER
SOLICITOR, NOTARY PUBLIC

PHONE 55 - P. O. BOX 308

REFER OUR FILE

MERCHANTS BLOCK, FRONT STREET
SALMON ARM, B. C.

May 4th, 1944.

SOLICITOR FOR
CORPORATION OF THE CITY OF SALMON ARM
CORPORATION OF THE DISTRICT OF SALMON ARM
ETC.

EVACUATION SECTION	
Rec'd	MAY 5 1944
File No.	5552
Referred	M. K. Koder

out to Richardson

Costodian,
506 Royal Bank Building,
675 Hastings St. W.
Vancouver, B. C.

Dear Sir:

T. Kawase, a Japanese presently of Tappen, Province of British Columbia, who previously resided at R. R. #1, on No. 4 ^{Road} Steveston, British Columbia, has asked me to write you concerning certain goods and chattels which were left in his house at the Steveston address given. He informs me that these goods and chattels in the form of house furnishings, etc. are the properties of himself and two other Japanese, F. Asai of Vernon, B. C. and W. Yasuki of Slocan City, B. C. and were stored in his house when the Japanese from the Coast were sent to the Interior of British Columbia by the B. C. Securities Commission.

Mr. Kawase noticed ¹²⁷³⁹² advertisement calling for tenders for the purchase of Japanese property and not knowing whether his property was one of those which was being sold wishes to make certain that the goods left in the house were not part of the sale.

Would you please advise by return mail whether this Japanese's property was sold and if so what disposition has been made of the goods and chattels and furnishings?

Your promptest reply will be appreciated.

Yours truly,

E. Max Ladner.

EML/KMC

October 14th, 1944.

Mr. Tadayoshi KAWASE,
Reg. No. 03473,
Tappen, B. C.

Dear Sir:

We are in receipt of your letter of October 6th and our Accounting Department will be preparing a statement of your account which will be forwarded to you shortly. In the meantime, we would inform you that you have standing to your credit the sum of \$10,553.17 resulting from the sale of your property at Steveston, about which we wrote you on October 3rd, 1944. However, from this amount will have to be deducted the \$2820.14 mentioned in the above letter, representing Principal and Interest outstanding to Mr. Rice Rees in connection with the Agreement for Sale between yourself and the above gentleman.

Your letter of the 6th instant has obviously crossed our letter of October 3rd, which was sent to Chase, B. C., but doubtless has been forwarded to you. We trust we shall receive immediately the extra copy of our letter of October 3rd duly signed by yourself, so that payment to Mr. Rees may be made without delay.

Yours truly,

P. Doust,
Administration Department.

PD/ER

P.S.: Since writing the above, in case our letter addressed to you at Chase has gone astray we enclose a copy of same, also a copy for your signature to be returned in the enclosed stamped addressed envelope.

P. D.

Enc.
URGENT

October 20th, 1944.

Mr. Arthur J. Cowan,
Barrister & Solicitor,
553 Granville Street,
Vancouver, B. C.

Dear Sir: Re: Tadayoshi KANASE and Mr. Rice Rees.
Pt. 37.59 ac. of Sec. 15, B3N, R6W, ex. pt.
0.271 ac. Plan 5022 AND Pt. SE 5-2/3 ac.
of Sec. 10, B3N, R6W, Sk. 17341F, Mun. of Rich-
mond.

With reference to our telephone conversation ear-
lier in the week respecting the above property which as you
are aware was sold to the Director, Veterans' Land Act, we
enclose our cheque for \$2828.77, made up as follows:

Unpaid balance of purchase price under	
A/Sale dated 15/9/23	\$2500.00
Int. from 10/12/42 to 29/2/44 @ 7%	216.10
	<u>\$2716.10</u>
Add Int. from 1/3/44 to 21/10/44	112.67
	<u>\$2828.77</u>

We shall be glad to have your receipt for this
amount, showing that payment has now been made in full under
the Agreement.

You have already turned the Deed of this property
over to the Custodian and which Deed we passed on to the Direc-
tor, Veterans' Land Act so that this matter is now all in order.

Yours truly,

P. Douet,
Administration Department.

PD/ER
Enc.

See file

EVACUATION SECTION	
Date	OCT 18 1944
File No.	5552
Referred	<i>Kawase</i>

Tappen, B.C.,
October 1944.

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

Dear Sir: re Pt. 37.59 ac. of Sec. 15, Blk. 3N,
Rge. 6W, ex. pt. 0.271 ac. Plan 5022
AND Pt. SE 5-2/3 ac. of Sec. 10, Blk. 3N,
R6W, Sk. 17341F, Mun. of Richmond

I have received your letter of the 3rd of October, 1944, requesting me to agree that the amount of \$2,820.14, which you say is still owing to Mr. Rice Rees, is correct. You tell me that my property has been sold to the Director, Veterans' Land Act, but you do not tell me what it was sold for, nor when it was sold, nor what was done with the rentals which were being received by your office. I know I am indebted to Mr. Rice Rees for the principal of \$2,500.00, which I have not been able to pay because of my enforced evacuation. I am surprised, however, that you have not been paying principal and interest from the rentals received. Your failure to do this has caused unnecessary expenses and I am not responsible for that. As far as I know, I am only indebted for \$2,500.00 and if you will tell me what the interest amounts to each year I will be glad to send you the annual interest, from now on.

Yours truly,

In Good

*would like to
see you re this*

letter

18/10

Kawase

03473

November 1st, 1944.

Mr. Tadayoshi KAWASE,
Reg. No. 03473,
Tappen, B. C.

Dear Sir: Re: Pt. 37.59 ac. of Sec. 15, Blk. 3N,
 Rge. 6W, ex. pt. 0.271 ac. Plan 5022
 AND Pt. SE 5-2/3 ac. of Sec. 10, Blk. 3N,
 R6W, Sk. 17341F, Mun. of Richmond.

We received on the 18th October your undated letter regarding the above property and would point out that on October 8th, 1943 we sent you a form letter advising you that your property was one among many included in the purchase of a number of Japanese-owned rural properties by the Director, Veterans' Land Act, and that the sale was made effective as at January 1st, 1943.

Your remarks regarding this sale have been noted and placed on record.

We now enclose a statement showing the price at which this property was sold, namely \$10,377.00. You will observe that the balance of the Principal has been paid off, namely \$2500.00, plus \$328.77 Interest. On the back of the attached statement are details of your account which show you have a credit balance of \$7724.40, which credit will be subject to a small sum for legal fees as mentioned in the last paragraph of the enclosed statement.

Yours truly,

P. Douet,
Administration Department

PD/ER
Enc.



HOME OIL DISTRIBUTORS LIMITED

555 BURNARD ST
VANCOUVER, B.C.

Feb. 8th, 1946.

Custodian of Enemy Property,
675 W. Hastings St.
Vancouver, B.C.

Attention Mr. Peters.

J
Re: I Kawase.

Dear Sirs:

As requested in our telephone conversation of today we give you the following information.

J I Kawase was a customer of ours and had bought and paid for four drums of gasoline. The drums were not charged to his merchandise account, but were held in our drum records on our usual terms of loan. This meant that if they were not returned within a reasonable time we would add the value to his account and endeavour to collect payment.

Kawase was removed before the gasoline was used and we understand that Mr. L. Gilmore bought it from him. In any event, the drums were in Mr. Gilmore's possession and he admitted this to our salesman.

We have been trying to get Mr. Gilmore to return the drums but recently he said they were not on his place and he did not know where they were.

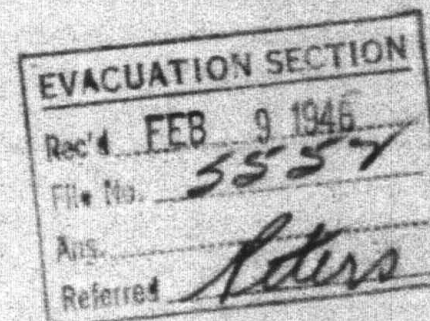
We feel, therefore, that we have an account against Kawase of \$32.00 and would appreciate your arranging payment of it for us. If the drums can be returned now in good condition we will accept them in settlement.

Yours very truly,

HOME OIL DISTRIBUTORS LIMITED.

A. Davis
A. DAVIS,
Credit Manager.

AD:GB



Tappan B.C.
Feb. 17, 1946

Dept. of Secretary of State,
506 Royal Bank Bldg.,
Killingworth and Grenville,
Vancouver B.C.

SECTION
FEB 15 1946
File No. 5552
Ans.
Referred Peters

Dear Sir:

In reviewing the letters which I have received, I cannot be held responsible for the empty drums. The Home Oil Distributors had advised me to return the empty drums so I promptly wrote to Mr. Gilmore asking him to return the drums when they were empty. I also wrote the Home Oil Distributors advising them to get their empty drums from Mr. Gilmore. This was approximately three years ago and having heard no further on this matter, I trusted that the Home Oil Distributors had their empty drums returned to them.

Yours truly,
Hawson



Richmond Farms

OWNER: LES GILMORE

FARMS . . . LULU ISLAND

R. R. 1, STEVESTON, B. C.

PHONE STEVESTON 72 F

EVACUATION SECTION

Rec'd. MAR 7 1946

File No. 5552

Re: *Peters*

614 PROVINCE BUILDING,

(PHONE MARINE 9030)

VANCOUVER, B. C.

March 6th 1946

RE: FILE 5552

Mr. Geo. Peters
Administration Department
Department of the Secretary of State
Office of Custodian, Japanese Evacuation Section,
506 Royal Bank Building, Vancouver, B. C.

Dear Sir :

Further to our conversation of a few days ago respecting the Kawase Home Oil Drum account. As I have already stated to you, Mr. Gilmore was not conversant with the drum episode. I was speaking with Mr. Kawase before he vacated his farm and while he made no specific mention of what particular drums were on his premises. The only ones he showed me were two belonging to Home Oil, 2 for Union Oil and 2 for Standard Oil, all of which are still on the premises.

As I have mentioned in our conversation, the Oil Companies deliver the full drums of gas to the farmers and pick up the empties - this is the general practice in this area.

Mr. Malcolm, who was the Home Oil Agent for Lulu Island during that period and later, spoke to me with respect to these drums and I informed him that there were only two drums and were there to be picked up at any time, he wished to call for same.

The Home Oil Company never called to pick them up and they can have them any time they wish to call for same.

Yours truly,

RICHMOND FARMS

Per *J. Maxwell*

JM/mbf

Breeders of Registered Holstein-Friesian Cattle

Growers of Certified Seed Potatoes



HOME OIL DISTRIBUTORS LIMITED

555 BURNARD ST.
VANCOUVER, B.C.

EVACUATION SECTION	
Recd	MAR 8 1946
File No.	5552
Ass.	
Referred	Peters

March 7th, 1946.

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

Attention Mr. Peters.

Re: T. Kawase.

Dear Sir:

We send you our thanks for your interest in this matter on our behalf and regret that we must trouble you again.

" Mr. Maxwell telephoned us yesterday to say that there were two of our drums at "the farm" and that we might call and pick them up. We would be glad to arrange to call but as we have previously made several calls without result and also because our claim is for four drums and not two, we think it better to leave the matter in your care.

If you can arrange that we can actually pick up two of our drums we will be glad to call for them. It should be understood, however, that by doing so we do not prejudice our claim to the other two or that we are obligated to credit those we pick up if they are not now fit for use.

We hope we are not making too much trouble for you and that we may have the benefit of your interest until the matter is settled in full.

Yours truly,

HOME OIL DISTRIBUTORS LIMITED.

Mar 9/31

A. DAVIS,
Credit Manager.

AD/GB

COWAN & TWINING

BARRISTERS & SOLICITORS

ARTHUR J. COWAN, B.A.

RUSSELL C. TWINING, B.A.

553 GRANVILLE STREET

VANCOUVER, CANADA

February 17, 1947

Custodian of Enemy Property
675 West Hastings Street
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	FEB 18 1947
File No.	556 ✓
Ans.	
Referred	<i>[Signature]</i>

Dear Sir:

re T. Kawasi, formerly of Lulu
Island, Richmond Municipality

We beg to advise you that T. Kawasi,
now of Tappen, B.C., has asked us to find out what
has happened to the following property:

Pt. 37.59 ac. of Sec. 15, Blk. 3 R.,
Rge. 6 W., except pt. 0.271 ac. Plan
5022, and pt. S.E. 5 2/3 ac. of Sec.
10, Blk. 3 R, Rge. 6 W., Sketch 17341F.,
Municipality of Richmond.

We might say that we acted for Mr.
Rice Rees, who sold the above property to Mr. Kawasi.
During the course of the war, the balance owing on
this was paid up by you, and Mr. Rice Rees gave a
Deed in the name of Kawasi. We are advised by Mr.
Kawasi that he has had no statement from you nor
accounting of any kind, and he now understands that
the real estate has been sold. We would be obliged
if you would give us details of the whole transaction
and your authority for disposing of the property
without his consent.

Yours faithfully,

COWAN & TWINING

Per *[Signature]*

AJC:C

22nd February, 1947.

Messrs. Cowan & Twining,
553 Granville Street,
Vancouver, B.C.

Dear Sirs:

Re: Tadavoshi KAWASE

I am in receipt of your letter of the 17th instant in connection with the affairs of the above.

Our file indicates that Mr. Kawase was advised in October 1943 that his property in the Municipality of Richmond had been sold. A Statement showing the details of the sale was also sent to him in November 1944. However, as you are enquiring on behalf of Mr. Kawase we are pleased to supply the information requested.

This property was one of a group of lands which were appraised under the authority of Order-in-Council P.C. 5523 dated 29th June, 1942, and at a later date were sold to the Director, the Veterans' Land Act. The property in which you are interested was sold for \$10,377.--. The statement enclosed shows the adjustments which were made and after paying the balance due to Mr. Rice Rees, the net amount placed to the credit of Mr. Kawase's account was \$7,613.02.

On the reverse side of this statement you will find a copy of the entries appearing in our ledger indicating a present credit balance in favour of Mr. Kawase of \$7,735.76. For your convenience this statement is being sent in duplicate.

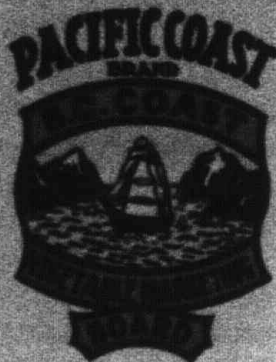
Disposition of Japanese properties in the protected area has been carried out as a Government policy under the authority of Orders-in-Council P.C. 1665 dated 4th March, 1942, as amended by P.C. 2483 dated 27th March, 1942 and Order-in-Council P.C. 469 dated 19th January, 1943.

I trust that this information will be helpful.

Yours truly,

F. G. Shears,
Director.

FGS/PMH
encl.



B.C. COAST VEGETABLE MARKETING BOARD

PHONE ~~XXXXXXXXXXXXXXX~~
Hastings 6290 - 6291

VANCOUVER - B. C.

ADDRESS ALL COMMUNICATIONS
TO THE SECRETARY

SUB-AGENCIES
AT

VICTORIA
DUNCAN
LADYSMITH
NANAIMO
PARKSVILLE
COURTENAY
ALBERNI

December 1st, 1947

Custodian of Enemy Property,
675 W. Hastings St.,
Vancouver, B. C.

Gentlemen:

Attention Mr. Cummings

Further to your request we have checked the records
available to us with respect to the T. Kawase 1942 account.

The total amount paid this grower in that year,
including April, was \$2,878.89. As all accounts for the
preceding month are paid the 10th of each month we believe
no further money is due.

Yours very truly,

B.C. COAST VEGETABLE MARKETING BOARD

Carl A. Markay
Manager

EAM:NM

8th December, 1947.

Mr. Tadayoshi KAWASE,
Regn. No. 03473,
TAPPEN, B.C.

Dear Sir,

Whilst visiting this office on the 22nd ult., the question of a possible outstanding account in your favour with the B.C. Coast Vegetable Marketing Board was discussed.

The undersigned contacted Mr. McKay, manager of the above-mentioned Board, who considers that all funds due you at date of evacuation were paid prior to your leaving for the interior.

For your information, the following is the text of a letter received from the Board under date of 1 December 1947:-

" Further to your request we have checked the records available to us with respect to the T. Kawase 1942 account.

The total amount paid this grower in that year, including April, was \$2,878.89. As all accounts for the preceding month are paid the 10th of each month we believe no further money is due"

In view of the above letter it would be necessary for you to furnish this office with more specific details in case you feel that there is still an outstanding balance due you.

Yours truly,

J. Guising

OFFICE OF THE CUSTODIAN.

JC/..

October 20th, 1950.

Mr. Tadayoshi KAWASE,
Tappen, B. C.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 68

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 ... \$7,545.20.

Cheque in your favour is enclosed for \$7,108.74 and we have paid the Co-Operative Committee ... \$ 436.46 for legal fees as authorized by you.

Yours truly,

FGS/jc
1 encl.

F.G. Shears
Director

This Agreement,

made in duplicate this Fifteenth
day of September in the year of Our Lord one thousand nine hundred and ~~xxx~~ twenty-three
BETWEEN

RICE REES of Lulu Island in the Province of British Columbia,
Farmer.

Name,
Address, and
Occupation
of Parties

hereinafter called the "Vendor" of the one part
AND

WILLIAM EDGAR ROBINSON, of the City of Vancouver in the said
Province, Farmer,

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase
of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL
AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in

the District of New Westminster and Province of British Columbia,
and known as that portion of Section Ten (10) Block Three (3) North
Range Six (6) West, as shown on the official plan of survey of the
District of New Westminster, contained within the following described
boundaries, that is to say: COMMENCING at a point on the East bound-
ary of said Section being on the South boundary of a slough and a
distance of 1148 links North of the South-East corner of said section,
thence due South along the East boundary of said Section a distance of
1148 links to the South-East corner thereof; thence due West along
the South boundary of said section a distance of 930 links more or
less to the South bank of said slough; thence following the meaner-
ings of said bank of slough in a North-Easterly direction to the point
of commencement, said described portion of said section containing
five acres and two-thirds, be the same more or less, AND that part
of a portion of Section Fifteen (15) Block Three (3) North Range Six
~~TOGETHER with all the privileges and appurtenances thereto belonging at or for the time being~~
(6) West described as follows: COMMENCING at the North-East ~~corner~~
~~of the corner of the~~ corner of Section Fifteen (15) Block Three (3) ~~North~~
~~and the extension of the~~ North Range Six (6) West New West-
minster District, thence Southerly along the Eastern boundary of said
Section Fifteen (15) Block Three (3) North Range Six (6) West for a
distance of Eight Hundred and Eighty-one (881) feet more or less to a
post planted, thence South Fifty-eight (58) degrees and Twelve (12) min-
utes West Twenty-one Hundred and Ten (2110) feet more or less to the
left bank of Woodward's Slough, thence North-Easterly along the left
Bank of Woodward's Slough for a distance of Twenty-two Hundred and fifty
(2250) feet more or less to the Northern boundary of the said Section
Fifteen (15) Block Three (3) North Range Six (6) West, New Westminster
District; thence along the Northern boundary of the said Section Fif-
teen (15) Block Three (3) North Range Six (6) West, New Westminster Dis-
trict for a distance of Six Hundred and Seventy-five (675) feet more or
less to the point of commencement, and containing by admeasurement Thirty-
seven and 59/100 (37.59) acres be the same more or less.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate
of _____
per cent. per annum, payable

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

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

and the Purchaser further covenants and agrees with the Vendor that he will before the 1st day of October 1924 duly and properly expend not less than \$2500.00 in the erection and construction of buildings upon the said land and keep the same insured.

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

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness "John Elliot"
Street Address 514 Howe Street
City Vancouver, B.C.
Occupation Solicitor

"Rice Rees"

"W. Edgar Robinson"

FOR ATTORNEY

I Hereby Certify that on the _____ day of _____, 19____
at _____, in the Province of British Columbia
(whose identity has been proven by the evidence on oath
of _____ who is personally known to me, appeared before me
and acknowledged to me that he is the person who subscribed the name of
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said instrument as
the maker thereof, and is still alive to the best of his belief, and that he, the said
knows the contents of the said instrument and subscribed the name of the said
thereto voluntarily as the free act and deed of the said
under authority of a power of attorney which has not been revoked.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at
in the Province of British Columbia, this _____ day
of _____ in the year of our Lord one thousand
nine hundred and _____

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

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

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I Hereby Certify that, on the _____ day of _____, 19____
at _____, in the Province of British Columbia,
(whose identity has been proved by the evidence on
oath of _____, who is) personally known to me,
appeared before me and acknowledged to me that he is the
of _____, and that he is the person
who subscribed his name to the annexed instrument as _____
of the said _____
and affixed the seal of the _____
to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to
the said instrument, and that such corporation is legally entitled to carry on business in the Province of British
Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office,
at _____ in the Province of
British Columbia, this _____ day of _____
in the year of our Lord one thousand nine hundred and _____

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

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

COPY

7249361

THIS AGREEMENT made in triplicate the 27th day of September, A. D., 1933.

BETWEEN:

RICE REES, of R. R. #1, Steveston,
British Columbia, Farmer,

hereinafter called "the owner"

of the First Part,

AND:

TADAYOSHI KAWASE, of R.R. #1,
Steveston, in the said Province, Farmer,

hereinafter called "The purchaser"

of the Second Part.

WHEREAS by Articles of Agreement made the 15th day of September, A.D. 1923, between the Owner of the one part and William Edgar Robinson and his assigns of the other part, the said William Edgar Robinson agreed to purchase for the sum of \$15,000.00, payable \$2,000.00 cash and \$13,000.00 on the 1st day of October, A.D. 1933, together with interest at the rate of six and a half per cent, ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the District of New Westminster and Province of British Columbia, and known as that portion of Section Ten (10), Block Three (3) North, Range Six (6) West, as shown on the official plan of survey of the District of New Westminster, contained within the following described boundaries, that is to say: COMMENCING at a point on the East boundary of said Section being on the south boundary of a slough and a distance of 1148 links North of the South East corner of said section: thence due South along the East boundary of said Section a distance of 1148 links to the South-East corner thereof; thence due West along the South boundary of said section a distance of 930 links more or less to the South bank of said slough, thence following the meanderings of said bank of slough in a North-Easterly direction to the point of commencement, said described portion of said section containing five acres and two-thirds, be the same more or less, AND that part of a portion of

Section Fifteen (15), Block Three (3) North, Range Six (6) West described as follows: COMMENCING at the North-East corner of Section Fifteen (15), Block Three (3) North, Range Six (6) West, New Westminster District, thence Southerly along the Eastern boundary of said Section Fifteen (15), Block Three (3) North, Range Six (6) West, for a distance of Eight Hundred and Eighty-one (881) feet more or less to a post planted, thence South Fifty-eight (58) degrees and twelve minutes West Twenty-one Hundred and Ten (2110) feet more or less to the left bank of Woodward's Slough, thence North-Easterly along the left bank of Woodward's Slough for a distance of Twenty-two Hundred and fifty (2250) feet more or less to the Northern boundary of the said Section Fifteen (15), Block Three (3) North, Range Six (6) West, New Westminster District; thence along the Northern boundary of the said Section Fifteen (15), Block Three (3) North, Range 6 West, New Westminster District for a distance of Six Hundred and Seventy-five (675) feet more or less to the point of commencement, and containing by admeasurement Thirty-seven and 59/100 (37.59) acres be the same more or less.

AND WHEREAS by Articles of Agreement dated the 10th day of October, A. D. 1931, the said William Edgar Robinson granted, assigned, transferred and set over the hereinbefore mentioned agreement to the Purchaser, and also granted, released and quitted claim to the said Purchaser all his Estate, right, title and interest in and to the said lands.

AND WHEREAS the sum of \$13,000.00 is now overdue and the Purchaser has requested an extension of time for payment of the said sum of \$13,000.00 and has agreed in consideration of such extension to pay interest on the amount now owing at the rate of seven per cent per annum from the 15th day of September, A. D. 1933.

AND WHEREAS the Vendor has agreed in consideration of the Purchaser paying interest at the aforementioned rate to extend the time for payment as requested by the Purchaser.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

That the Owner for and in consideration of the premises and of the covenant on the Part of the Purchaser to pay interest at the rate of Seven (7) per cent per annum as from Sept. 15, 1933, instead of interest as provided for in the Agreement dated on the 15th day of September, A.D., 1923, doth hereby extend the time for payment of the amount presently remaining unpaid and being the sum of \$13,000.00 and doth hereby agree that the same shall be payable as follows:

Five Hundred (\$500.00) Dollars on the execution of this Agreement (the receipt whereof the Owner doth hereby admit and acknowledge) and the balance as follows: One Thousand Dollars (\$1000.00) on December 30th, 1933, Twenty-five hundred Dollars (\$2500.00) on September 15th, 1934, Three Thousand Dollars (\$3,000.00) on September 15th, 1935, Three Thousand Dollars (\$3000.00) on September 15th, 1936 and Three Thousand Dollars (\$3,000.00) on September 15th, 1937.

That the Purchaser in consideration of the premises and of the extension of time for payment hereby granted by the Owner hereby covenants with the Owner to pay the above-mentioned sum of \$13,000.00 on the days and at the times set forth in the preceding paragraph hereof and hereby also covenants with the Owner to pay interest at the rate of Seven (7%) per cent per annum on the said sum of \$13,000.00 or so much thereof as shall from time to time remain unpaid by yearly instalments on the 15th day of September in each and every year until the whole of the said sum of \$13,000.00 is fully paid and satisfied, such interest to be calculated from the 15th September, A.D., 1933, and the Purchaser further covenants and agrees that all interest in arrears whether on principal or interest shall bear interest at the above-mentioned rate of seven (7%) per cent per annum, a rest being made on each date provided for payment of interest.

IT IS HEREBY AGREED between the Owner and the Purchaser that this Agreement shall from the date hereof be read and construed along with the aforesaid Agreement dated on the 15th day of September, A.D., 1923, and be treated as a part thereof and that for such purpose and so far as may be necessary to effectuate these presents the said Agreement shall be regarded as being hereby amended and shall as so amended together with all the covenants and provisions thereof remain

in full force and effect.

PROVIDED however that this Agreement shall not create any merger or alter or prejudice the rights of the Vendor as regards any security collateral to the aforesaid Agreement or as regards any surety or any person not a party hereto liable to pay the purchase-moneys or interested in the lands in said Agreement and hereinabove described or the rights of any such surety or other person, all of said rights being hereby expressly reserved.

THIS AGREEMENT and everything herein contained shall be binding upon, and shall enure to the benefit of, the heirs, executors, administrators and assigns of the parties hereto respectively.

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

SIGNED, SEALED AND DELIVERED,
in the presence of:

FOR MAKER (Including Married Women)

I HEREBY CERTIFY that on the 27th day of September, 1933, at Vancouver, in the Province of British Columbia, RICE REES, personally known to me, appeared before me and acknowledged that he is the person mentioned in the annexed instrument as the Maker thereof, and whose name is subscribed thereto as party and that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at Vancouver, British Columbia, this 27th day of September, in the year of our Lord one thousand nine hundred and thirty-three.

A Commissioner for taking affidavits within British
Columbia.

DOMINION OF CANADA
PROVINCE OF BRITISH COLUMBIA

In the Matter of

To wit:

Agreement for Sale between Rice Rees &
Tadayoshi KAWASE. covering: Section 10,
Block 3 North, Range 6 West, as shown
on Plan _____, N.W.D.

of the City (2415 West 14th Ave.)

3. Walter Freth Edmonds

of Vancouver

in the Province of British Columbia,

Do Solemnly Declare that

1. That I am employed as a Title Searcher for the Custodian of Enemy Property in the New Westminster Land Registry Office.
2. That I did on the 15th day of June A.D., 1943, compare the attached Agreement for Sale, dated the 27th day of September, A.D., 1933, with the Registered document filed and registered under numbered 72493-C and it is a true and correct copy of said registered document.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the "CANADA EVIDENCE ACT."

DECLARED before me at
Vancouver, in the
Province of British Columbia this
19th day of June

A.D. 1943

Walter Freth Edmonds

Walter Freth Edmonds

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

File No 5552 RP
2

C
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Y

THIS INDENTURE made in duplicate this twenty-third day
of March in the year of our Lord one thousand nine hundred and forty-two
IN PURSUANCE OF THE SHORT FORM OF LEASES ACT,

B e t w e e n

TADAYOSHI KAWASE, of 739 No. 4 Road in the
Municipality of Richmond and Province of
British Columbia, Farmer, (hereinafter
called the Lessor),

OF THE ONE PART,

a n d

LESLIE GILMORE, of 790 No. 4 Road in the
Municipality and Province aforesaid,
Farmer, (hereinafter called the Lessee),

OF THE OTHER 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 and subject as hereinafter
provided the Lessor has demised and leased and by these presents doth demise
and lease unto the Lessee all that certain parcel or tract of land and
premises situate, lying and being in the Municipality of Richmond and
Province of British Columbia more particularly known and described as
that portion of Section Ten (10), Block Three (3) North, Range Six (6) West,
as shown on the official plan of survey of the District of New Westminster,
contained within the following described boundaries, that is to say:
COMMENCING at a point on the East boundary of said Section being on the
South boundary of a slough and a distance of 1148 links North of the South-
East corner of said section; thence due South along the East boundary of
said Section a distance of 1148 links to the South-East corner thereof;
thence due West along the South boundary of said section a distance of 930
links more or less to the South bank of said slough, thence following the
meanderings of said bank of slough in a North-Easterly direction to the point
of commencement, said described portion of said section containing five acres
and two-thirds ($5 \frac{2}{3}$), be the same more or less, AND that part of a portion

of Section Fifteen (15), Block Three (3) North, Range Six (6) West described as follows: COMMENCING at the North-East corner of Section Fifteen (15) Block Three (3) North Range Six (6) West, New Westminster District, thence Southerly along the Eastern boundary of said Section Fifteen (15) Block Three (3) North Range Six (6) West for a distance of Eight hundred and eighty-one (881) feet more or less to a post planted; thence South Fifty-eight (58) degrees and twelve (12) minutes West Twenty one hundred and ten (2110) feet more or less to the left bank of Woodward's Slough; thence North-Easterly along the left bank of Woodward's Slough for a distance of Twenty-two hundred and fifty (2250) feet more or less to the Northern boundary of the said Section Fifteen (15) Block Three (3) North Range Six (6) West, New Westminster District; thence along the Northern boundary of the said Section Fifteen (15) Block Three (3) North Range Six (6) West, New Westminster District, for a distance of Six hundred and seventy-five (675) feet more or less to the point of commencement, and containing by admeasurement Thirty-seven and fifty-nine one-hundredths (37.59) acres, be the same more or less; together with all erections and buildings thereupon erected, standing and being or hereafter during the said term to be 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 any wise appertaining.

TO HAVE AND TO HOLD the said demised premises unto the said Lessee for and during the term of three (3) years to be computed from the first day of January Nineteen hundred and forty-two (1942) and from thenceforth next ensuing and fully to be completed and ended, yielding and paying therefor unto the said Lessor for the first year of the said term hereby granted the sum of One Thousand Dollars (\$1,000.00) to be payable on the following days and times, that is to say: The sum of \$500.00 on the fifteenth day of September 1942 and the sum of \$500.00 on the fifteenth day of November 1942; and yielding and paying therefor unto the said Lessor yearly and every year during the remainder of the term hereby granted the sum of Six hundred Dollars (\$600.00), to be payable on the following days and times, that is to say: The sum of \$300.00 on the fifteenth day of September and the sum of \$300.00 on the fifteenth day of November.

THE LESSEE COVENANTS with the Lessor to pay rent and to repair (reasonable wear and tear and damage by fire or tempest only excepted) and to keep up fences and not to cut down timber for any purpose whatever except along fence lines and that the Lessor may enter and view state of repair, and that the Lessee will repair according to notice (except as aforesaid) and will not assign or sublet without leave and will not carry on any business that shall be deemed a nuisance on said premises and will leave the premises in good repair (except as aforesaid).

AND THE LESSEE FURTHER COVENANTS and agrees with the Lessor that the Lessee will, during the said term, cultivate, till, manure and employ such parts of the said premises as are now or shall hereafter be brought under cultivation in a good, husbandmanlike and proper manner, and will in like manner crop the same by a regular rotation of crops so as not to impoverish, depreciate or injure the soil, and at the end of the said term will leave the said land so manured as aforesaid; and during the continuance of the said term will keep down all noxious weeds and grasses and will not suffer or permit any such foul weeds or grasses to go to seed on said premises, and will not sow or permit to be sown any grain containing any foul seed; and will spend, use and employ in a proper husbandmanlike manner all the straw and manure which shall grow, arise, renew or be made thereupon, and will, each and every year of the said term, turn all the manure thereon into a pile so that it may thoroughly heat and rot so as to kill and destroy any foul seed which may be therein, and will thereafter, and not before, spread the same on the land; and will keep all open ditches in repair.

AND WILL carefully protect and preserve all fruit, shade and ornamental trees (if any) on said premises from waste, injury or destruction, and will carefully prune and care for all such trees as often as they may require it, and will not suffer or permit any horses, cattle or sheep to have access to such trees (if any) on said premises; and will not allow the manure to be placed or to lie against the buildings on the said premises; and will allow any incoming tenant or purchaser to plough the said land after harvest in the last year of the said term and to have reasonable privileges and rights of way to do said ploughing.

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 always that if the said yearly rent hereby reserved, or any part thereof, shall be in arrears for twenty-one days after any one of the days appointed for the payment thereof as aforesaid, whether the same shall be lawfully demanded or not, or if the said Lessee shall assign or sublet the said premises without the licence as aforesaid, or in case of breach of any of the covenants herein contained then and in any of the said cases, it shall be lawful for the Lessor, his heirs and assigns, into or upon the said premises or any part thereof, in the name of the whole, to re-enter and the same to have again, repossess and enjoy as in his and their first and former estate, and the said Lessee and all parties claiming under him thereout to expel, put out, and remove, anything hereinbefore contained to the contrary notwithstanding.

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

PROVIDED further, and it is expressly agreed by and between the parties hereto, that in case the present War between the Dominion of Canada and the Empire of Japan shall come to an end during the said term hereby granted, and peace be declared between the belligerents, the Lessor may determine the said term upon giving thirty (30) days notice to the Lessee but the said Lessee shall be at liberty to remain in possession of the said premises until the end of the crop year (if the Lessee shall have planted any crop at the date of the giving of such notice) and/or he shall have reaped and removed any and all crops which may be growing upon the said premises.

IT IS AGREED by and between the parties hereto that at the expiration of the said term hereby granted, and if the said War has not then ended, the Lessee shall become and be the tenant of the said premises from year to year at a rental of Six hundred Dollars (\$600.00) per annum, to be payable on the following days and times, that is to say: The sum of \$300.00 on the fifteenth day of September and the sum of \$300.00 on the fifteenth day of November in each year, but subject to the proviso last above mentioned as to determination of the tenancy upon the ending of the War.

AND IT IS FURTHER AGREED that the words "Lessor" and "Lessee" wherever used in this Indenture shall, where the context allows, include and be binding not only on the parties hereto, but also on their respective heirs, executors, administrators and assigns.

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

SIGNED, SEALED AND DELIVERED)

in the presence of)

(Signed))

Douglas Campbell Tuck)

Vancouver, B. C.)

Solicitor)

(Signed) T. Kawase (L.S.)

Les. Gilmore (L.S.)

This Indenture

Made in duplicate the ~~10th~~ ^{11th} day of October in the year of our Lord one thousand nine hundred and ~~forty~~ ^{thirty} thirty-one

Between

WILLIAM EDGAR ROBINSON, of Lulu Island, Steveston, British Columbia, Farmer

Insert Full Name, Address and Occupation of Parties.

hereinafter called the "ASSIGNOR"
OF THE FIRST PART

AND

TADAYOSHI KAWASE of R.R. No. 1, Steveston, British Columbia, Farmer,

hereinafter called the "ASSIGNEE"
OF THE SECOND PART

Whereas by Agreement for Sale dated the 15th day of September one thousand nine hundred and twenty three and made between Rice Rees of Lulu Island, B.C. as vendor of the first part, and of as purchaser of the second part, the said vendor did agree to sell and convey in fee unto the said purchaser, who thereby agreed to purchase from the said vendor the lands therein and hereinafter particularly described, for the sum of

Dollars
subject to the conditions and covenants in said Agreement for Sale contained:

AND WHEREAS, the Assignor has agreed to grant and assign the said Agreement for Sale and all interest therein, and in the said lands unto the Assignee;

AND WHEREAS, the Assignee has agreed to assume the payment of the moneys (being for principal, the sum of Thirteen Thousand (\$13000.00)----- Dollars)

due and to become due under said Agreement for Sale.

NOW THEREFORE THIS INDENTURE witnesseth that in consideration of the premises and of the sum of three thousand seven hundred & fifty Dollars, of lawful money of Canada, now paid by the Assignee to the Assignor (the receipt whereof is hereby by him acknowledged) he the Assignor Doth hereby GRANT, ASSIGN, TRANSFER and SET OVER unto the Assignee the said Agreement for Sale and all the rights, title, and interest of him the said Assignor thereunder and therein:

AND THIS INDENTURE further witnesseth that, for the consideration aforesaid, he the Assignor HATH GRANTED, RELEASED, and QUITTED CLAIM, and by these presents, DOTH GRANT, RELEASE, and QUIT CLAIM, unto the Assignee FOREVER,
ALL and SINGULAR that certain parcel or tract of land and premises situate, lying and being

in the District of New Westminster, Province of British Columbia, and known and described as that portion of Section Ten (10) Block Three (3) North, Range Six (6) West, as shown on the official plan of survey of the District of New Westminster, contained within the following described boundaries that is to say:-COMMENCING at a point on the East boundary of said Section being on the south boundary of a slough and a distance of 1148 links north of the south east corner of said section, thence due south along the East boundary of said Section a distance of 1148 links to the south-east corner thereof, thence due west along the south boundary of said section a distance of 930 links more or less to the south bank of the said slough, thence following the meanderings of the said bank of slough in a north-easterly direction to the point of commencement, said described portion of the said section containing five acres and two-thirds, be the same more or less, AND that part of a portion of Section fifteen (15) Block three (3) North Range Six (6) West described as follows: COMMENCING at the North-East corner of section fifteen (15) Block three (3) North Range Six (6) West, New Westminster District, thence southerly along the eastern boundary of said Section fifteen (15), Block Three (3), North Range Six (6) West, for a distance of Eight Hundred and Eighty one (881) feet more or less to a post planted, thence south fifty eight (58) degrees and twelve minutes West twenty one hundred and ten (2110) feet more or less to the left bank of Woodwards Slough, thence north easterly along the left bank of Woodwards Slough for a distance of twenty-two hundred and fifty (2250) feet more or less to the northern boundary of the said section fifteen (15) Block three (3) North, Range Six (6) West, New Westminster District, Thence along the northern boundary of the said section fifteen (15) Block three (3) North Range Six (6) West, New Westminster District, for a distance of six hundred and seventy-five (675) feet more or less to the point of commencement and containing by admeasurement thirtyseven and 59/100 (37.59) acres by the same together with the appurtenances thereunto belonging or appertaining, and all the ESTATE, RIGHT, TITLE, INTEREST, CLAIM and DEMAND whatsoever, both at law and in equity or otherwise howsoever, and whether in possession or expectancy of him the Assignor, therein and thereto TO HAVE and TO HOLD the afore-said lands and premises with ALL and SINGULAR the appurtenances thereto belonging or appertaining UNTO AND TO THE USE of the Assignee his heirs and assigns forever, SUBJECT, nevertheless, to the reservations, limitations, provisos and conditions expressed in the original Grant thereof from the Crown, AND SUBJECT also to the terms of the said Agreement for Sale and the Covenants and Conditions therein contained.

THE CORPORATION OF THE TOWNSHIP OF

THOMOND

AND the Assignor hereby COVENANTS with the Assignee that there is now due or accruing due and unpaid under the Agreement for Sale ONLY the said sum of Thirteen Thousand-----(\$13000.00)----- Dollars, payable as follows: One instalment on the 1st October 1933

together with interest thereon at 6½% per centum per annum from the 1st day of October one thousand nine hundred and ~~forty~~ thirty-one

AND the Assignee hereby COVENANTS and AGREES with the Assignor that he will ASSUME, PAY and DISCHARGE all moneys due and to become due under said Agreement for Sale and will INDEMNIFY and SAVE HARMLESS the Assignor against and from the payment of the same or any part thereof, and will observe, keep, and perform all the terms, covenants and conditions in the said Agreement for Sale contained and by the Assignor therein agreed to be observed, kept and performed.

AND the Assignor hereby COVENANTS with the Assignee that he has done no act to incumber the said lands, and has done no act, and has been guilty of no omission or laches whereby the said Agreement for Sale has become, in part or entirety, in anywise impaired or invalid.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Assignment shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular and the masculine pronoun are used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties hereto so require.

In Witness Whereof the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature _____ "E.A. Burnett"
Occupation _____ Solicitor
Street Address _____ 526 Rogers Bldg.,
City or Town _____ Vancouver, B.C.

"W.E. Robinson" (Seal)

"E.A. Burnett"

"T. Kawase" (Seal)

THE
OCI

JU.

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

Acknowledgment of Officer of a Corporation
I, **Edgar Robinson**, in the Province of British Columbia, do hereby certify that on the _____ day of _____, 1941, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____, who is) personally known to me, and that he is the person of the said _____ and affixed the seal of the said _____ to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.
IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ in the Province of _____, British Columbia, this _____ day of _____, in the year of our Lord one thousand nine hundred and forty _____.

Edgar Robinson
October 1941
WILLIAM EDGAR ROBINSON
—TO—
TADAYOSHI KAWASE
**Assignment
OF AGREEMENT FOR SALE
(BY PURCHASER)**
The Curtis & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C.
Form 10
E.A. Burnett,
Barrister & Co.,
526-7 Rogers Bldg.,
Vancouver, B.C.

FOR MAKER (INCLUDING MARRIED WOMEN)

I Heretby Certify that, on the 10th day of October, 1941, at Vancouver, in the Province of British Columbia, WILLIAM EDGAR ROBINSON, he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party, that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.
IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Vancouver in the Province of _____, British Columbia, this 10th day of October, in the year of our Lord one thousand nine hundred and forty-three, thirty-one.

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

AFFIDAVIT OF WITNESS

Province of British Columbia
To Wit:
I, _____ of the _____, in the Province of British Columbia, make oath and say:
1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said instrument was executed at _____, and that
3. I know the said part
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.
Sworn before me at _____ in the Province of British Columbia, this _____ day of _____, 19____.

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

5552
RP
3
Registration Number 03473

KAWASE Tadayoshi

739 No. 4 Rd. R. R. #1, Steveston, B. C.

LOCATION AND NATURE OF PROPERTY

Description is correct as in Form "JP".

OWNERSHIP

This is the property of the above Kawase.

LAND AND BUILDINGS

This property consists of 39 acres all under cultivation. There is on this property, known as 739 No. 4 Road, a 1½ storey frame, shingle roof dwelling with basement. There is also a small Barn and Packing Shed on the property. There is in addition to the above, a small house built by one Mrs. Asai on the land owned by Kawase. I am unable to ascertain what ground rent if any, is being paid. X

INSURANCE

There is no insurance on this property.

TAXES

The taxes are paid to December 31, 1941.

FINANCIAL POSITION

This man claims to have no liabilities. He does, however, owe a large balance on the land above described, which was purchased from one Rice Rees, R. R. #2 Eburne, which was held by Kawase under Agreement for Sale. I have checked this matter with Mr. Arthur J. Cowan, Solicitor for Rees and I believe the amount owing to Rees to be greater than is stated by Kawase in Form "JP" to the extent of possibly \$500 to \$1000, or in other words, Kawase still owes to Rees approximately \$3500, as the said Kawase has not made provision for accumulation of interest. Mr. Cowan is obtaining a complete statement from Mr. Rees for me, which I will forward as soon as received, possibly within the next three weeks, the delay being due to Mr. Cowan being away on holidays.

There is attached hereto an inventory of the effects left on the farm, original copy of this inventory was signed by Kawase and J. Maxwell, Manager of the Farm. In addition to this, there is a room in the basement of the house in which there are some personal effects of Kawase, but which are completely sealed up.

REMARKS

This property has been rented to one Leslie Gilmore and I am attaching hereto original copy of Lease, the property of Kawase. I am informed by Mr. Gilmore that Kawase expressed the wish that Gilmore should pay the taxes on the property and remit the balance of rental to Rees to be applied on account of the land purchased. In my opinion, the whole amount of this rental should be paid to the Custodian, which Mr. Gilmore is quite willing to do and after payment of taxes, any balance should be applied on the outstanding sum issued under the Agreement. I might add here that the Agreement is long past due, but Mr. Rees is quite satisfied to allow it to run, so long as interest and taxes are paid, as he is well secured for any balance owing to him.

RECOMMENDATION

I would recommend that Mr. T. C. King be appointed Agent for the Custodian in regard to this property and that Mr. Gilmore be instructed by the Custodian's Office to pay the rentals when due and payable to Mr. King.

July 31, 1942.

Amacher

Registration Number 03473

KAWASE Tadayoshi

INVENTORY

1 6" Power Pump

- 1 Horse Plow
- 1-3 Section Scrath Harrow
- 1-2 Horse Cultivator
- 1 Horse Wagon, Yoke and Whipple
- 1 2 Horse three
- 1 Drill Plow
- 1 Tractor Plow Beam
- 1 Berry Car
- 1 Scale
- 1 Thistle Spud
- 1 Fairbanks Morse Stationery Engine, about 3 H. P.
- 1 Cultipacker

Farm Appraisal Report

File No. JL 543

Description Pt. 5-1/3 acs. of Sec. 10, and Pt. 37.59 acs. of Sec. 15.
Blk. 4 N., Rge. 6 W., Sks. 17341-P and 8237-P
Containing 43.25 Acres

Owner's Name KAVASE, Tadayoski Post Office Address R.R. #1, Steveston, B.C.

Nearest Rail Point (functioning) Branscomb, B.C.E.Rly. Distance 3 miles

Market Town (good local deliveries) Vancouver Distance 10 miles

Church (give denomination) Presbyterian and United within - Distance 3 miles

Nearest School English (school bus) Distance 1 1/2 miles

State how property was identified: Posts, slough and map check. EXHIBIT NO. 68-4

Roads: State whether property has access to main road, the kind of road and its condition. DATE 11 Feb. /48
R. J. McInnes

Yes, its full length on No. 4 Road, good, hard surfaced.

Is this district a good one? Yes, mostly dairy farms.

Employment opportunity Varied, with farmers, fishing and industrial on river.

Predominating Nationality and religion: British protestant.

Describe Fencing and its condition: South and east line, wire very poor. Value \$

Water supply: City water, installed, Munic. \$24.00 per year. Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE Yrs.	Foundation	REPAIR	VALUATION
HOUSE	30 x 34	frame	20	shgl	16	conc.	good	2500.00
Add'n.	8 x 14	"	9	"	"	"	"	
BARN	x	"	9	"	2	wood	"	250.00
Cottage	21 x 26	"	20	"	16	"	v. fair	1500.00
BARN	60 x 24	"	9	"	8-10	"	"	
Add'n.	20 x 60	"						
GRANARY	x	"				"	poor	30.00 (glass)
Green hse.	22 x 75	glass, sash	5	glass	5-6	"	fair	20.00
Poultry shed	8 x 12	wood	7	shgl	10-12	"	good	200.00
Implement shed	18 x 60	"	8	"	1	conc. pins		
	x							

Electric light installed in large dwelling only.

Total present day value \$ 4500.00

\$ 3000.00

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? It is occupied. Renew part sills of barn and

line the cottage, now incomplete -- \$200 to 300

Describe the basement and chimneys: Full concrete basement, furnace, 2 brick chimneys to ground.

No. rooms downstairs? 5 & 3-piece bath room. Upstairs? 2 wood floor finished downstairs plastered, up wood.

Are buildings painted? House only. Condition of paint Quite fair.

Distance from nearest bush All clear.

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

LEVEL, UNDLATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
43.25 acres flat	silty cl. 18"	good clay	oats, hay, logans, straws & rhubarb - good	175.00	7568.75

Area which can be cultivated without cost other than for breaking.

LEVEL, UNDLATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	VALUE PER ACRE
From what I can gather from local farmers this property has been well worked and fertilized.			

Area which can be cultivated after a reasonable amount of clearing timber,
stones, drainage, etc.

LEVEL, UNDLATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE

Area Unsuitable for Cultivation.

CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE

Total value of Land \$ 7568.75

Total added by buildings to value of farm \$ 3000.00

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

Total value of farm \$ 10,568.75

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

Japanese owners vacated this spring. M.L. Gilmore took over, ploughed under
considerable strawberries and seeded down to oats and clovers. Putting
hired help in the house and unfinished cottage.

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

Mixed or dairying.

Noxious weeds: Some Canada thistle has got ahead and much smartweed.

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

Corporation of the Township of Richmond.
Taxes \$181.02 (1942), Subject to W. Lulu Island
Slough Dyking Charge.

Date: July 16, 1942.

Place: New Westminster, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 16 day of July 1942.

Inspector's Signature

"T. GODFREY"

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

Farm Appraisal Report

T. KAWASE

Remarks: This good farm property is leased to Mr. L. Gilmore. I met him enroute and did not see the lease. He informs me that he is to pay \$1000.00 for 1942 and \$600.00 per year for subsequent years. He has hired hands in both of the dwellings. I am informed by two local people that the land was formerly owned by a Mr. ROBINSON who built both the large dwelling and the barn and at that time farmed as Dairyman. The Japanese owner was truck and berry farmer.

The large barn has been used for storage of vegetables for a number of years and has frost proof potato pits inside. This structure is in very fair repair, except for the heavy wood sills under outside walls. It could again be remodelled for dairying at reasonable cost.

The greenhouse is nothing more than a large cold frame with salvage value only for the glass.

(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

4.90 acres - 1st year bearing strawberries. \$

.28 " - Rhubarb \$

.40 " - Loganberries \$

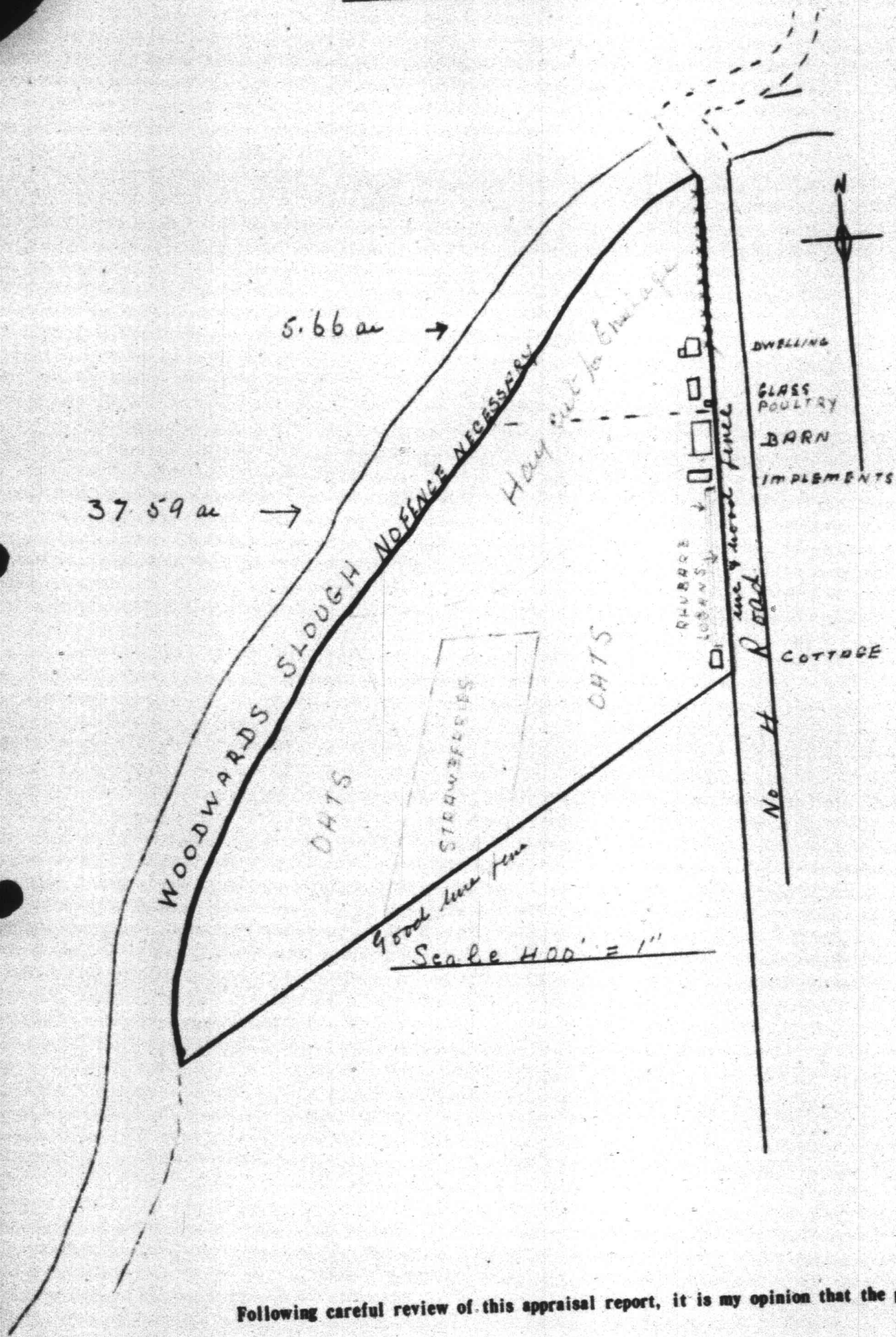
37.67 " - Seeded down to oats & clover. \$

43.25 " \$

Total \$

Amount fruit trees add to value of farm \$

Diagram of Property



Following careful review of this appraisal report, it is my opinion that the present value is \$ 10,000.00

Date 20th July 19 42.

"I.T. BARNET"
District Superintendent.

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

JAPANESE PROPERTY CLAIMS COMMISSION.

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

10

Kamloops, B.C.,
February 11th, 1948.

IN THE MATTER OF THE CLAIM OF
TADAYOSHI KAWASE.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. 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. HORROBIN, Esq., Official Reporter.

30

2
T. Kawase,
In Chief.

MR. McMASTER: My lord, I would like to take as the next case No. 29 on the list. I think we might be able to get along without an Interpreter, but we may need some assistance. I think you can administer the oath and just make sure he understands it.

TADAYOSHI KAWASE, the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. McMASTER:

Q Mr. Kawase, is this your signature on this claim
10 form? A: Yes.

Q And did you swear this declaration?

A Yes.

MR. McMASTER: My lord, I would ask to amend the claim with respect to the real estate by amending the value of the buildings, reducing them from \$11,750.00 to \$10,055.00. My friend points out that the gross received on the sale of the cars and trucks appearing on the back of the claim was \$751.75.

20 THE COMMISSIONER: You will notice that the commissioner who purports to swear this, or to take this declaration, declares he affixed it himself and then he has the declarant sign it.

Q Mr. Kawase, will you stand up for a moment, please. Is that your signature? A: Yes, that is right.

Q You have read through this document, have you, on both sides and you know what it has in it?

A Yes.

Q And you solemnly declare it is true and correct to the best of your knowledge, information and belief, and you make this solemn declaration conscientiously
30

believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the "Canada Evidence Act"?

A Yes.

Q In other words, you are declaring to the truth of this document?

A: Yes.

THE COMMISSIONER: Very good.

MR. McMASTER: Mr. Kawase, did you instruct me to draw a statement with regard to the chattels, the trucks and car for which you are making a claim? Did you instruct me to draw this (producing)?

10

A Yes.

Q And you gave me the information to put in there?

A Yes, sir.

Q Would you be good enough to sign it, please?

A Yes, sure.

Q Are the statements contained therein true to the best of your knowledge and recollection?

A Yes, that is the best estimate I made there.

20 MR. McMASTER: The statement, my lord, I am filing as an exhibit is with regard to personal chattels relating to a 1929 Chev. sedan, 1933 International $1\frac{1}{2}$ to 2 ton truck. I would ask my friend to be good enough to produce the R.C.M.P. receipts. I am filing as the next exhibit, my lord, three receipts from the Royal Canadian Mounted Police each dated March 11th, 1942, with respect to the automobile and two trucks which I have just mentioned. The automobile is stated on the receipt to be in poor condition, seats torn badly rusted, door window missing. The mileage

30

is stated to be 219,489 miles.

THE COMMISSIONER: You are putting all three in as one exhibit, are you?

10 MR. McMASTER: Yes, my lord. With regard to the 1933 International truck, the report says it appears to be in fair condition but shows the right door window broken and left door window missing, and shows the speedometer reading at 6399 1/2 miles. The third one is stated to be, "Appears fair", and the mileage is 34,249 miles. I would draw your Lordship's attention to the statement with respect to the value, the value on the personal chattels form, alleging that he took good mechanical care of his car and trucks, and I would ask, my lord, that this case be placed on the list at Nelson so that I may have an opportunity, if I see fit to call Mr. Shimetsu at whose garage he had the trucks and the car cared for, and who, I understand, is residing up in that area.

20 THE COMMISSIONER: Mr. Secretary, will you make a note of that? The claimant is at liberty to call Mr. Shimetsu in Nelson in support of this claim.

MR. McMASTER: With regard to the values placed on the car and trucks, the claimant states the source of his opinion and I expect, my lord, I shall call Mr. Murphy in Vancouver in due course on this question of values.

THE COMMISSIONER: The mileage speaks for itself, doesn't it?

30 MR. McMASTER: I think so, my lord. I will subsequently file a picture which will show the two trucks, my

T. Kawase,
In Chief.

lord.

Q Now, witness, did you also instruct your solicitor to prepare a statement with regard to the farm land which you owned at Lulu Island?

A Yes.

Q And is this the statement? A: Yes.

Q Will you be good enough to sign it down here (indicating)? A: Yes.

Q Are the facts set out in that statement and the statement which is attached to it true to the best of your knowledge and recollection?

A Yes, that is quite right.

MR. McMASTER: I will file it as the next exhibit my lord.

(STATEMENT MARKED EXHIBIT NO. 3).

MR. McMASTER: My learned friend has asked me to file on his behalf the Soldier's Settlement appraisal with regard to the farm land.

(APPRAISAL MARKED EXHIBIT NO. 4).

MR. McMASTER: My lord, before referring to the statement which the claimant has filed, I would like to refer to the appraisal report as the statement refers in part to that. First of all, this farm was situated ten miles from Vancouver. It was situated, my lord, on Lulu Island near Steveston. It has a good full length on No. 4 road with good hard surface; it is in a good district. There are varied employment opportunities. City water is installed. Description of the condition by the valuator of the house and the addition to the house is it was in good repair, and that the cottage was in good repair, that the barn

6
T. Kavase,
In Chief.

and the addition to the barn were in very fair
repair; that the poultry shed was in fair repair,
and the implement shed was in good repair. He states
that the greenhouse was in poor repair and the form
will refer to that subject matter. He refers to the
fact there is full concrete basement, furnace and
two brick chimneys to the ground in the house, and
then he describes the lands on the following page,
that there are 43.25 acres of flat silty clay and
good clay subsoil and refers to types of crops that
it is suitable for, and places a value of \$175.00 an
acre, and there is a statement there, "From what I
can gather from local farmers, this property has
been well worked and fertilized," and the opinion
further down the page expressed by the appraiser
for the most suitable type of agriculture for this
land, that it is mixed or dairy farming. Then his
remarks over the page, "This good farm property is
leased to Mr. L. Gilmore", and the rest refers to
the tenant and former ownership. The large barn
has been used for storage of vegetables for a number
of years and has frost-proof potato pits inside.
This structure is in very fair repair, except for
the heavy wood sills under outside walls. It could
again be remodelled for dairying at a reasonable
cost. Then he makes certain disparaging remarks
concerning the greenhouse.

Now I would draw your lordship's attention to
the fact as appears from the previous page, page 2,
when Mr. Gilmore took it over he plowed down

considerable strawberries and seeded to oats and
clover. He had hired help in the house and un-
finished cottage. I want to draw to your Lord-
ship's attention that there may be a difference in
the type of crop referred to on page 3 on the
appraisal report from that which the claimant shows
as having been on the lands when he operated there.
I might say in this case there is a suggestion of
goodwill. I am not putting forward the claim with
regard to goodwill.

10

Then, my Lord, it might be interesting to look
at the last page of the appraisal report which shows
a sketch of the property. My Lord, also before
referring to the claimant's statement, I would like
to put in these pictures if the witness would be good
enough to identify what this is a picture of.

THE WITNESS: This picture is a photograph just before the
evacuation in 1941, June 23rd, picking the straw-
berries on my property.

20 Q And is the barn which appears there the barn which
is situated on your property?

A What?

Q This barn -- that was your barn?

A Yes.

Q And is this house, the only house which shows here,
is that your house?

A: Yes.

Q And in the background of this picture, is that the
greenhouse on your property?

A Yes, I believe it so.

30 Q That is the only greenhouse?

A: Yes.

T. Kawase,
In Chief.

MR. HUNTER: May I see that?

MR. McMASTER: Yes, surely. I ask to have that marked my
lord, as Exhibit 5. I am sorry, it is a very
awkward thing.

THE COMMISSIONER: Just a moment, before you put it in.
I wonder if there is any necessity actually to put
that in. I can make my comments on it now to save
the necessity of doing so.

MR. McMASTER: Very well, my lord.

10 THE COMMISSIONER: I do not think you need mark it.

MR. McMASTER: Very well, my lord, that is satisfactory.

Q I produce to you another picture, witness. Is that a
picture of your farm and when was it taken?

A That was taken in 1941, October 26th. This is on
my property.

Q The load which is being hauled away by the horses
in that picture is a load of celery you had grown?

A Yes. They take it to my barn and load it in the
truck and take it to market.

20 Q And the truck which is immediately behind the team
of horses and wagon, is that your truck?

A Yes, that is my truck.

Q Is that the 1933 International that we have been
talking about? A: Yes.

Q And then the truck which is second from the barn,
is that your truck? A: Yes, I am standing up
on it, quite right.

Q And that is the 1937 International truck we have
been talking about?

30 A Yes.

9
T. Kawase,
In Chief.

THE COMMISSIONER: I do not think we need mark that either, Mr. McMaster.

MR. McMASTER: My lord, if I might refer to the exhibit—
I am sorry, I have forgotten the number—the
statement with regard to the farm. I have a copy
but I just want to refer to it. It is Exhibit 3.
I would just like to draw a few things to your
Lordship's attention but I don't think it is necessary
for the Reporter to take it down. It all appears in
this form.

10

THE COMMISSIONER: All right.

MR. McMASTER: (Reading). Now I would like to ask my
learned friend as to whether he has an insurance
policy for these premises.

MR. HUNTER: I haven't one here.

MR. McMASTER: Do you know, Mr. Shears, if you have any-
thing on your file showing the insurance?

MR. SHEARS: There was fire insurance. I am afraid I
can't give you the amount.

MR. McMASTER: The statement the claimant makes is the
only insurance he had was on the barn. He didn't
have the house insured and it was in the amount
stated. Now just one other thing that is pointed
out in that statement; the claimant was engaged
in market gardening for nine years before the
purchase of the place and was so engaged since
1931 up to the time of his evacuation.

Your witness, Mr. Hunter.

MR. HUNTER: It is submitted, my lord, that the real
property was sold for its fair market value and that

30

T. Kawase,
In Chief.
Cross-Exam.

the vehicles were sold for their fair market values. Perhaps my friend will admit in 1943 the assessed value was \$7,978.00.

MR. McMASTER: That I don't know, Mr. Hunter.

THE COMMISSIONER: That is for the land alone.

MR. HUNTER: That is for the land, my lord, and improvements, \$5,750.00. The total assessed value, \$13,127.00.

10 CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Kawase, have you ever been in the real estate business?

A: No, I haven't been in the real estate business yet, Mr. Hunter.

Q Have you ever been in the used car business?

A No, I haven't been in that kind of business.

THE COMMISSIONER: He does not profess to have any expert knowledge.

MR. HUNTER: No.

20 Q Your valuations, I judge, then, are based on the cost to you, is that correct?

A I can't get you quite understandable.

Q The way in which you have valued your property is by reason of the money you have put into it, in other words the cost it has been to you?

A The cost, yes.

Q Based on cost? A: And another thing, valuations of land is up in 1942 from when I bought.

30 Q In other words, you are including in that valuation the increased value due to a general increase in

T. Kawase,
Cross-Exam.

prices, is that it?

A: Yes,

that I spend so much money. I paid that amount on my property.

Q Yes, then you are including in your estimate another amount because you think property was worth more?

A No, I didn't do that.

Q You didn't include it?

A No.

Q It is just based on cost?

A: Yes,

10 cost price, that is right.

Q Now, at the time that you left, Mr. Kawase, you were, I judge, a fairly large market gardener, were you?

A: Yes. I believe I got a good connection with the vegetable and small fruit market in the city of Vancouver and biggest amongst the Japanese on the Coast.

Q You think this is one of the biggest, do you?

A Yes.

Q Do you think it would be the biggest?

20 A In the vegetable, yes. I don't know about the greenhouse, but in the vegetable line I think I am the biggest amongst the Japanese.

Q Have you any idea how many of you were in that business in a large way; that is, how many were in it in a fairly substantial or large way like yourself -- the market gardening business?

A Since 1922.

Q No, you have been in it since then, is that it?

A Yes.

30 Q How many others would be in the business at the time

T. Kawase,
Gross-Exam.

you were evacuated--

A: Oh, I

see.

Q -- in a fairly substantial way, that is?

A Around my place?

Q Generally in the neighbourhood of Vancouver. How many people would be in the market gardening business in a large way, doing a big business?

A We have an association, the Richmond Berry Growers Association, and I have the book here. We have about 43 members, I think.

Q Were those 43 all doing a big business or some of them a smaller business?

A: Some of

them small and some pretty close to me.

Q And how many of those were Japanese? Were the 43 all Japanese?

A: 43 all

Japanese, yes. It is the Richmond Berry Growers Association in Steveston. I was president for ten years of that Association.

Q Did you have much competition from Occidentals, that is from Canadians other than Japanese?

A No, all got together and good friends. We were in the B.C. Coast Marketing Vegetable, too.

Q Were there many white people or Occidental or whatever you call them in that business?

A Yes, the B.C. Marketing Board was in the area. I don't know how many they have got but quite a big association.

Q Were they in it in as big a way as you were?

A Yes, far bigger than we were, but our members just

the same as the B.C. Coast Vegetable Marketing Board--

T. Kawase,
Gross-Hym.

not up against each other.

Q Is this a difficult business? Does it take a long time to learn this business?

A I think so.

Q How long do you think it would be before a man could make a living out of a market garden?

A At least 5 or 6 years, anyhow. You have to watch the market and you have to learn how to grow. The man in that business has to watch the marketing. That is the main point.

10

Q How do you learn the business?

THE COMMISSIONER: Where are we getting to with this line of cross-examination, Mr. Hunter? I hesitate to interrupt but it does not seem to be getting anywhere.

MR. HUNTER: I was trying to find out what the market was for this property at the time of the sale.

THE COMMISSIONER: Do you think this is the source of any really valuable information along that line?

20 MR. HUNTER: Well, he knows the business, my lord, if nothing else.

THE COMMISSIONER: I do not want to stop you, but on the face of it, it does not appear to be highly relevant.

MR. HUNTER: Q: If you were going to sell the property as a market garden proposition, would there be many people in the market for such a property?

MR. McMASTER: My lord, I want to point out I made it clear I am not claiming goodwill in this claim. That question isn't relevant.

30

T. Kawase,
Cross-Exam.

MR. HUNTER: Goodwill doesn't enter into the picture at all. On the other hand my friend has emphasized the appraisal and the valuations were made for a property operated as a market garden.

MR. McMASTER: Dealing with the quality of the soil, my lord.

MR. HUNTER: I would like to continue this just a little longer, if I may.

THE COMMISSIONER: Yes.

10 MR. HUNTER: Q: If you were about to sell a farm like this, which is a market garden farm, Mr. Kawase, would there be many people who could take over a farm like that and run it properly?

A I never tried to sell it but anybody, Mr. Hunter, -- I didn't figure on that at all, Mr. Hunter. I didn't try to sell it to anybody.

Q You don't know how many would be available to buy a farm of that type for that purpose?

A No.

20 MR. HUNTER: I think that is all, my lord.

THE COMMISSIONER: Q: There are many Chinese market gardeners with farms in and about Vancouver, are there not?

A: Yes, there used to be.

Q A great many along the Fraser River?

A Yes, I think so. Around Richmond and Sea Island.

Q Is your land as good for vegetable production as the land along the Fraser River on the North side?

A: Yes. My land is

30 the best of all, I figure. You couldn't get land

T. Kawase,
Re-Direct Exam.

like my land.

RE-DIRECT EXAMINATION BY MR. McMASTER:

Q Witness, this B.C. Coast Vegetable Marketing Board is a Board that is set up by the Provincial Government which requires all vegetable growers to market their products through that Board, is that correct?

A Yes.

Q And associated with it is the Co-Operative Association? A: Yes.

10 Q And a very large number of the farmers on Lulu Island and in the Fraser Valley belong to that Association?

A Some of them up along the river doesn't have any vegetables, so some of them not belong in the B.C. Coast Vegetable Marketing Board. I don't know about that, but our district is growing quite a few vegetables, and so on. Every member a member of B.C. Coast Vegetable Marketing Board.

20 Q There are quite a large number of farmers who specialise in vegetable growing in whole or in part who belong to the B.C. Coast Marketing Board, and the Co-Operative Association with it?

A Yes.

Q Are the majority of those Occidental or white people as distinct from Asiatics?

A Oh yes, that is right. We are getting along pretty good with white people among our Association.

THE COMMISSIONER: Q: What type of labour did you employ? A: Most woman labour.

30 Q Women; that is Japanese women?

T. Kawase,
Re-Direct Exam.
T. Kobayashi, In Chief.

A Japanese women, and about 8 men, the whole year around
stay at my place.

Q Were there any of the market garden operators who
employed Occidental labour, that is white labour,
on the farms?

A: Sometimes
I did.

Q Sometimes you did. That kind of labour was hard to
get, was it not?

A Not easy to get, but not good workers like the
Japanese women -- I think so.

10

MR. McMASTER: No more questions, my lord.

(Witness aside)

MR. McMASTER: My lord, I would ask leave to call
several Japanese on this question of value who are,
I submit, competent to give evidence.

THE COMMISSIONER: Well, you qualify them.

MR. McMASTER: I will call Mr. Kobayashi. He speaks
English in full.

20

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

DIRECT EXAMINATION BY MR. McMASTER:

Q Witness, in what business were you engaged prior to
being evacuated from the Coast?

A Real estate and insurance.

Q And whereabouts did you carry on your business?

A In mostly Richmond.

Q Richmond Municipality?

A: Yes,

Richmond Municipality.

30 Q And that is on Lulu Island?

A: Yes.

T. Kobayashi,
In Chief.

Q And how long have you been in the real estate business?

A Since 1922.

Q Yes, and has your practice of the real estate business primarily been on Lulu Island?

A Yes.

Q And have you dealt then in the course of your business with quite a number of farm lands?

A Yes.

10 Q Witness, have you brought with you to Kamloops when you were evacuated your records?

A I evacuated in May, 1942.

Q I am sorry, witness, you don't understand me. When you came away, did you bring with you your records that you kept in your office?

A No, I didn't.

Q Do you have those records now?

A No.

Q Are you able, therefore, to give evidence with regard to any specific sales, any between 1932 and 1941?

20 A Well I just remember some idea before I evacuated. I have just an idea.

Q Yes. Now, in the course of your work as a real estate man and from your experience in dealing with farm lands, can you advise my lord as to the price at which farm land, aside from improvements, was selling in Lulu Island around the years 1939 to 1941?

A Well, it just depend on location and nature of soil. So some different price, but usual farm land price like Mr. Kawase around 1941 and 1942
30 just before evacuation was around \$500.00. Of course,

T. Kobayashi,
In Chief.

some lands, what we call farm land, varying about \$400.00 to \$450.00.

Q That is per acre, is it?

A Yes, that is for an acre.

Q And did some land sell on Lulu Island at more than \$500.00 an acre around that time?

A Oh yes.

Q Did you know this land of Mr. Kawase's?

A Yes.

10 Q Have you ever had an opportunity to look at it?

A Yes. I knew Mr. Kawase and been friendly since around 1928, so I have more chance to visit his place, so once in a while, mostly in the strawberry season I had visited him two or three times, usually.

Q With regard to the general run of farm land on Lulu Island, what would you say was the quality of the land and the soil in Mr. Kawase's land?

MR. HUNTER: Just a minute, my lord. Is he qualifying this man as an expert on real estate valuation or as an expert on soils?

20

THE COMMISSIONER: One is rather closely tied in with the other, is it not? In other words, the adaptability of their farm lands to the growing of the particular crops -- that is what I understood his question was directed to.

MR. McMASTER: My lord, I would submit that a man who is dealing in farm lands all the time must have some knowledge of soil if he is going to stay in business, surely.

30 THE COMMISSIONER: You might ask him from his knowledge

T. Kobayashi,
In Chief.

of Kawase's land what was the soil best adapted for.

MR. McMASTER: Yes, I will come to that, my lord. I would like to pursue that last question if the Reporter would be good enough to read it back.

(Question Read).

MR. McMASTER: Q: Do you understand that question?

A Yes, I guess at least \$500.00 an acre.

Q I am sorry; in relation to the quality. I am not thinking in terms of dollars and cents.

A Quality?

Q Yes, quality in relation to other farmlands on Elnu Island. How did it compare with other farm lands?

A: Oh, I see. I think that it is the best. It is the best land.

Q It is some of the best land in comparison with other lands?

A: Yes.

Q Now are you able to tell the Commissioner as to what would the best land be -- what would the best use be to which that land could be put?

That is, what kind of farming would best be carried on in that kind of land?

A I think for some small fruit and potatoes and mostly for vegetables.

Q And that was the type of operation which Mr. Kawase carried on, on that land?

A Yes.

Q Now, witness, are you familiar with a piece of land near Steveston which was purchased by the Japanese Association at Steveston -- an area of land of about

T. Kobayashi,
In Chief.

Q And how long have you been in the real estate business?

A: Since 1922.

Q Yes, and has your practice of the real estate business primarily been on Lulu Island?

A Yes.

Q And have you dealt then in the course of your business with quite a number of farm lands?

A Yes.

10 Q Witness, have you brought with you to Kamloops when you were evacuated your records?

A I evacuated in May, 1942.

Q I am sorry, witness, you don't understand me. When you came away, did you bring with you your records that you kept in your office?

A No, I didn't.

Q Do you have those records now?

A No.

Q Are you able, therefore, to give evidence with regard to any specific sales, any between 1931 and 1941?

20 A Well I just remember some idea before I evacuated. I have just an idea.

Q Yes. Now, in the course of your work as a real estate man and from your experience in dealing with farm lands, can you advise my lord as to the price at which farm land, aside from improvements, was selling in Lulu Island around the years 1939 to 1941?

A Well, it just depend on location and nature of soil. So some different price, but usual farm land price like Mr. Kavase around 1941 and 1942
30 just before evacuation was around \$500.00. Of course,

T. Kobayashi,
In Chief.

some lands, what we call farm land, varying about \$400.00 to \$450.00.

Q That is per acre, is it?

A Yes, that is for an acre.

Q And did some land sell on Lulu Island at more than \$500.00 an acre around that time?

A Oh yes.

Q Did you know this land of Mr. Kawase's?

A Yes.

10 Q Have you ever had an opportunity to look at it?

A Yes. I know Mr. Kawase and been friendly since around 1928, so I have more chance to visit his place, so once in a while, mostly in the strawberry season I had visited him two or three times, usually.

Q With regard to the general run of farm land on Lulu Island, what would you say was the quality of the land and the soil in Mr. Kawase's land?

MR. HUNTER: Just a minute, my lord. Is he qualifying this man as an expert on real estate valuation or as an expert on soils?

20 THE COMMISSIONER: One is rather closely tied in with the other, is it not? In other words, the adaptability of their farm lands to the growing of the particular crops -- that is what I understood his question was directed to.

MR. McMASTER: My lord, I would submit that a man who is dealing in farm lands all the time must have some knowledge of soil if he is going to stay in business, surely.

30 THE COMMISSIONER: You might ask him from his knowledge

T. Kobayashi,
In Chief.

of Kawase's land what was the soil best adapted for.

MR. McMASTER: Yes, I will come to that, my Lord. I would like to pursue that last question if the Reporter would be good enough to read it back.

(Question Read).

MR. McMASTER: Q: Do you understand that question?

A Yes, I guess at least \$500.00 an acre.

Q I am sorry; in relation to the quality. I am not thinking in terms of dollars and cents.

A Quality?

Q Yes, quality in relation to other farmlands on Lulu Island. How did it compare with other farm lands?

A: Oh, I see. I think that it is the best. It is the best land.

Q It is some of the best land in comparison with other lands?

A: Yes.

Q Now are you able to tell the Commissioner as to what would the best land be -- what would the best use be to which that land could be put?

That is, what kind of farming would best be carried on in that kind of land?

A I think for some small fruit and potatoes and mostly for vegetables.

Q And that was the type of operation which Mr. Kawase carried on, on that land?

A Yes.

Q Now, witness, are you familiar with a piece of land near Steveston which was purchased by the Japanese Association at Steveston -- an area of land of about

T. Kobayashi,
In Chief.

20 acres?

A: Yes.

Q Do you know the name of the Association that purchased it?

A: The name of the Association, you say?

Q Yes.

A: I couldn't say exactly.

Q Do you know any of the men who were associated with it?

A: Yes, Mr. G. Takahashi.

Q What was his position, do you know, in relation to the Association?

A: He look after the whole Association.

10

Q Yes, and you are aware of that purchase of 20 acres of land? Do you know when they purchased it?

A I don't remember when.

Q Do you remember approximately?

A Around 20 years ago, I remember. Maybe less than 20 years.

Q With respect to that land, were you familiar with that land? Had you been on the property?

A Yes, once in a while.

20 Q How would you compare that land with the land of Mr. Kawase?

A: I think that Mr. Kawase's land was far better than that, yes.

THE COMMISSIONER: Now, your description of this other land is certainly not sufficient for him to be able to identify it, and I doubt if the description permits your friend to identify it.

MR. McMASTER: I think I will call Mr. Takahashi, and if I may anticipate his evidence he will give evidence that there were two parcels of land owned by that Association, only one of which was 20 acres, at or

30

T. Kobayashi,
In Chief.
Cross-Exam.

Steveston.

THE COMMISSIONER: When do you propose to call him?

MR. McMASTER: I propose to call him this afternoon but I don't think he is here. He is one of the claimants as he will be here tomorrow morning, in any event.

THE COMMISSIONER: You expect to be able to identify it later in the session, in any case?

MR. McMASTER: Oh yes.

10 THE COMMISSIONER: All right.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Kobayashi, when you went into real estate, that became your full time occupation, did it?

A No, the real estate and insurance business.

Q Which was the bigger part of your business, insurance or real estate?

A: Mostly insurance business.

Q What business were you in prior to that?

20 A I beg your pardon?

Q What business were you in before that? Were you ever a farmer?

A: A farmer? Yes.

Q You were a farmer?

A I used to be, yes.

Q Where did you farm?

A: In Steveston -- near Steveston, yes.

Q What kind of crops did you produce?

A Strawberry, and some part of it vegetable, yes.

Q So you had a pretty fair idea of land such as this?

30 A Yes.

T. Kobayashi,
Cross-Exam.

Q Now when you sold land around Lulu Island, what percentage of the land you dealt with would be farms?

A: Tell me again, please?

Q What percentage of the land you dealt with on Lulu Island would be farms?

A Yes.

Q What percentage? How much? What proportion of the land which you sold as a real estate agent would be farm land?

A: I remember that,

10 quite different prices.

THE COMMISSIONER: I don't think he understands it.

MR. McMASTER: Could we have the question interpreted?

(Question Interpreted).

THE WITNESS: A: Oh yes, mostly farm land.

MR. HUNTER: Q: Mostly farm land?

A Mostly farm land, yes.

Q Now when you were selling a piece of farm land did you investigate the soil?

A Yes.

20 Q How did you investigate it?

A Well, by experience.

Q Yes, what did you do? A: Of course, not analysing or anything, but look for location and higher or lower -- higher land or lower land.

Q Now, you say you knew Kawase's farm?

A Yes.

Q Did you sell it to him? A: No, I didn't.

Q How often did you go and see the farm?

A Mr. Kawase's place?

30 Q Mr. Kawase's place, yes.

A: Oh, how

T. Kobayashi,
Gross-Exam.

often, you say? Two or three times a year.

Q Now you said that it had the best quality soil, and you said in your opinion it was best for growing small fruit, potatoes and vegetables. Now when you say that, do you say it because you know what Mr. Kawase was growing on it, or do you say it because of some other knowledge you had?

MR. McMASTER: I would like to have that interpreted, my lord.

10 THE COMMISSIONER: I think it had better be.

THE INTERPRETER: You want to know how this man gained his knowledge?

(Question read by Reporter, and Interpreted).

THE WITNESS: As wherever I go, and especially at cropping time at Mr. Kawase's farm usually it looks a nice crop there.

MR. HUNTER:

Q You were judging by the crop then, were you?

A Yes, by crop.

Q Now, Mr. Kobayashi, how many farms would you have sold in 1941?

A: 1941? Not very many.

Q How many, do you remember?

A Just two or three places, yes.

Q What was the average price per acre, do you remember?

A In 1941?

Q Yes.

A: In 1941 I didn't

sell any farms, just a lot--not farming land.

Q You didn't sell any in 1941?

A No.

Q How many did you sell in 1940?

30 A 1940, a few places. A few farm land. The price

T. Kobayashi,
Cross-Exam.

some \$450.00 and some \$500.00.

Q They were all up in that category, were they,
\$400.00 and \$500.00 an acre?

A Yes.

Q Is there no cheaper land on Lulu Island?

A Oh yes, cheaper land on Lulu Island, some \$250.00
or \$300.00.

Q That is the cheapest land on Lulu Island?

A Yes.

10 Q No land on Lulu Island sells under \$200.00, is
that right? A: I don't think so.

Q Who were your clients? Were they Japanese or white?

A Mostly Japanese people.

Q And they were all farmers, I suppose?

A Yes.

Q How many sales would you have had in 1940 -- a
dozen?

A: m1940?

Q Yes.

A: No, not that much.

Around six or seven.

20 Q Six or seven. What acreage would they average?

A Average about the same price.

Q Acreage -- what area? A: Acreage? About \$400.
or \$500.

Q No, I am not talking about price.

A Some are more than that.

MR. McMASTER: I would suggest we use the Interpreter,
my lord.

THE COMMISSIONER: Yes.

THE INTERPRETER: An average about \$450.00.

30 THE COMMISSIONER: Q: How big the farms?

T. Kobayashi,
Crest-Room.

THE WITNESS: A: Some are five acres, some three acres. About five or three acres.

MR. HUNTER: Q: Yes, did you ever sell any farmlike this of 43 acres?

A No.

Q Do you know whether the price of land per acre keeps up when you are selling a big property?

A My experience, the biggest farm is 15 acres and 10 acres. Some 8 acres, not over that. Not forty acres. Not such a big place.

Q Do you know whether the price per acre tends to come down when you have a bigger property?

(Question Interpreted).

A He says no, it doesn't reduce the price to any degree.

Q Do you know that or are you guessing?

A He says that from his experience the larger farms sometimes take a slighter lower price, but not to any great degree.

Q But you said you had never sold one that big? What is your experience in regard to larger properties?

A: Excuse me, Mr. Hunter, he said from his experience -- from his experience in business, not in his experience in selling large farms. That was how he answered the question. He said, "From my experience".

Q What experience have you had that enables you to know how larger properties were sold?

A He says from his business experience.

Q Now supposing this land had been seeded to oats and

T. Kobayashi,
Gross-Exam.
H. Nagai; in chief.

clover, would that decrease the value per acre?

A You wanted to say if it had been seeded for oats would the price have gone down? That is the question as I understood it.

Q Oats and clover.

A: He says

if you put in clover, the soil will become richer, but if you put in oats the soil will become poor.

Q That is not the question I was asking. I was asking whether that would reduce the value per acre.

10 A He says if the land is poor, the price would be reduced thereby, but if you put in clover then you build up the land.

Q Well now, let us put it this way, Mr. Kobayashi; is a piece of land which is used for dairy farming worth less per acre than land which is used for market gardening?

A: He says

that there is no rule for that, but if you had low lying land or lowland, it is inclined to be cheaper, but if you have high land the price is better.

20

MR. HUNTER: I see. That is all.

(Witness aside)

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

MR. McMASTER: My lord, my only point in calling this witness is to establish the value of the glass in this greenhouse. Having that in mind, I am wondering whether to save time my learned friend is prepared to admit, knowing as he does this witness by reputation that at least he is an expert in the

30

M. Nagai,
In Chief.

greenhouse business.

MR. HUNTER: I don't know anything about it.

THE COMMISSIONER: This is the gentleman who had the greenhouse property that we inspected in the vicinity of Hany, is that correct?

MR. McMASTER: I wasn't with you, my lord, but I presume that is so. He was a prominent greenhouse operator.

MR. HUNTER: I submit he should qualify him, my lord. There is quite a distinction between being a greenhouse operator and an expert on glass.

10

DIRECT EXAMINATION BY MR. McMASTER:

Q How long had you been engaged prior to your evacuation in the operation of greenhouses?

A I have been in the greenhouse business ever since 1930.

Q 1930? A: Yes.

Q And from that time up to the time of your evacuation, did you have occasion to build any greenhouses? I don't want the details.

20 A Mostly each year I bought glass for myself and I bought glass for a friend of mine, too. That would be quite a number of cases I bought through the wholesale house.

Q And did you build your own greenhouses?

A Yes, I did.

Q Did you have any occasion to purchase glass which had been used?

A: I have bought none of the secondhand glass.

Q Did you have any means of knowing what the market for secondhand glass was amongst greenhouse

30

E. Nagai,
In Chief.
Cross-Exam.

operators?

A: Well I haven't got the experience that way, but mostly each time I bought new glass, but in 1941, of course, and in 1942 and 1943, and so on, in the B.C. market all glass is sold out. Hardly one case in hand. The wholesale people hadn't it, hardly a case of glass.

Q Glass was very hard to get at that time?

A You couldn't get it.

10 Q Glass was hard to get in what years, did you say?

A Well, hard all the wartime, but tight in 1941.

Q Tight in 1941?

A: And 1942 and 1943, it was worse than that.

Q What was the price of glass when you purchased glass in 1941 or 1942, that is new glass? How much a case did you pay for it?

A About \$7.00 was the minimum.

THE COMMISSIONER: Q: \$7.00 what?

MR. McMASTER: \$7.00 per case.

20 Q How many square feet of glass in a case?

A One hundred. Whatever the size of glass, it is 100 square feet of glass in a case.

MR. McMASTER: Your witness, Mr. Hunter.

CROSS-EXAMINATION BY MR. HUNTER:

Q How is this glass fastened in the greenhouse frames, Mr. Nagai?

A You mean the sheets, or how to fasten?

Q Yes, how is it fastened in the frames?

30 A It had a groove going into the sash. They just

slide it in from the top or bottom, most of the time
slide it in from the top.

Q It isn't puttied in?

A: Some
people use putty but nowadays people not using much
putty.

Q It would be some work to remove it from the greenhouse?

A Yes, quite a job to take and move glass from one
house to another.

Q You have never actually sold any glass second-hand?

10 A No, I haven't sold none of my glass to any party.

MR. HUNTER: Thank you.

THE COMMISSIONER: Thank you, Mr. Nagai.

(Witness aside)

MR. McMASTER: Apparently Mr. Takahashi misunderstood
me about appearing this afternoon, my lord, and I
would ask leave to call him tomorrow morning.

THE COMMISSIONER: You can call him tomorrow morning in
this case, if you wish.

MR. McMASTER: I would suggest we have a short break
20 and we can proceed with some simpler cases.

THE COMMISSIONER: Very well.

(PROCEEDINGS ADJOURNED UNTIL FEB. 12, 1948).

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

J. P. Hornobin
"J. P. HORNORIN"
Official Reporter.

G. Takahashi,
In Chief.

Kamloops, B.C.,

February 13th, 1948.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

MR. McMASTER: No. 68, Kawase, my lord. There is one small bit of evidence from the witness, Mr. Takahashi. I might say at the outset, my lord, so there may be no waste of time in this matter, that I am not contending that this witness is either an expert in real estate or an expert in soil.

10

SINJOS TAKAHASHI, a witness called on behalf of the Claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. McMASTER:

Q Mr. Takahashi, prior to or at the time of your evacuation you appeared as one of four owners on the certificate of title of Lots 1, to 10, of Sections 3 and 4, Block 3, North, Range 7, West Map 4774, New Westminster District.

A Yes.

20 Q And in fact the four registered owners were trustees of that property for an incorporated association?

A Yes.

Q The Japanese name of which was Steveston Nesan Kaisha?

A: Yes, that is translated into English, Farm Products Company.

THE COMMISSIONER: Q: How is it translated?

A Farm Products Company.

MR. McMASTER: Q: Yes, and was that an association known as the Japanese Association at Steveston?

30 A Yes.

- Q Do you know a Mr. Kobayashi who was a real estate agent and insurance man at Richmond?
- A Yes.
- Q Now that Association, through its trustees, owned several parcels of land at Steveston?
- A Yes.
- Q And amongst those parcels of land, was there one parcel which was 20 acres?
- A Yes.
- 10 Q Were there any other parcels owned by the Association which were 20-acre blocks?
- A Any others besides this 20 acres?
- Q Yes. A: We had one at No. 9 Road. I can't describe it.
- Q And how many acres was that?
- A We bought first twenty and reduced it to ten.
- Q When did you reduce it to ten?
- A In 1936, I think.
- Q Yes. So that at 1940 and 1941 that parcel about which
- 20 you have just spoken was only ten acres?
- A Yes, five or ten.
- Q Five or ten, you aren't sure which?
- A Yes.
- Q Right. This one parcel was still 20 acres in 1940 and '41?
- A: Yes.
- Q Now with regards this 20 acre parcel of land, when was it purchased?
- A: 1928.
- Q I beg your pardon?
- A: 1928, I think.
- Q About 1928?
- A: Yes.
- 30 Q And do you recall from whom you purchased it?

A Yes, Mr. Breech, V.M. Breech.

Q Yes. And at what price? What price did you pay for it?

A: \$650.00, this 20-

acres, and other on that No. 9 Road.

Q Six Hundred and Twenty Dollars, did you say?

A \$50.00.

Q For the whole parcel? A: No, per acre.

THE COMMISSIONER: \$650.00 per acre.

MR. McMASTER: Q: \$650.00 per acre. Were there any

10 improvements on that land, that is, in the way of buildings, when the Association purchased it?

A Nothing.

MR. McMASTER: Perhaps my learned friend will admit that that parcel of land was appraised, my lord, in connection with another claim which I will present, by Johnson & Reeves in 1945 and the land was appraised at \$5500.00, that was at \$275.00 per acre, and Johnson & Reeves appraised the buildings which had been put on the land at \$750.00 only.

20 THE COMMISSIONER: So this particular 20-acre parcel that you are referring to now --

MR. McMASTER: That is correct, my lord, and perhaps my friend will also admit that the land sold shortly after the date of that appraisal for \$8,000.00 including those buildings on it.

MR. HUNTER: That is correct, my lord.

MR. McMASTER: Your witness.

THE COMMISSIONER: Any cross-examination, Mr. Hunter?

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Takahashi, it was 1928 when this property was bought, was it, the 20 acres?

A Yes, if I remember right.

Q Is that what you bought at that time?

A 20 acres, that is right.

Q That is, it has been the same parcel ever since?

A Yes.

Q You haven't sold any of it or bought more for it?

10 A No.

Q And did you try and sell any of it during that time?

A Never.

Q That is, you bought it for your purpose and intended to keep it, is that it?

A Yes.

Q Did you have any offers for it during that time?

A No.

Q Would you say that land was at a pretty high value in '28?

20 A: Yes, we bought some time this 20 acre and parcel on No. 9 Road. We only paid \$350.00 for No. 9 Road, but this one, \$650.00.

Q In other words, \$650.00 was probably a price that was paid at the time when the market was fairly high?

A: I don't know market condition at that time.

Q Well I understand '28 was in the middle of the boom, wasn't it?

A: Yes.

Q And land values at that time were pretty well up, weren't they?

30 A: Yes.

Q And if you had been going to sell during, say, the depression subsequent to '29, have you any idea what you would have got?

A No, I don't. I never tried.

MR. McMASTER: That is all, Mr. Takahashi. Just sit over here for a minute.

(Witness aside)

10 MR. McMASTER: My lord, I wonder if my friend is prepared to admit that the cost of sub-dividing this land would not be exorbitant, or does he wish me to call evidence on that point?

THE COMMISSIONER: How are we concerned with the question of sub-division?

20 MR. McMASTER: My lord, it arises out of the cross-examination of Kobayashi the other day in which he was trying to extract from him that it might be difficult to sell a very large piece of land such as this was, and that that might have the effect of reducing the value. Now I think that I can quite readily establish that the cost of sub-division would not be great and that in fact the Soldier Settlement Board, after they acquired it, subdivided it.

THE COMMISSIONER: I should think that would have to be a matter of proof. Are you prepared to submit it?

MR. HUNTER: I don't think I would be prepared to admit that, my lord; I would have to see.

30 MR. McMASTER: Very well. I will have to call evidence on that, my lord, but not now. That is all on the Kawase case at the moment, my lord.

(PROCEEDINGS ADJOURNED SINE DIE)

Certified to be a true and accurate transcript.

Gordon Hambleton
"G. HAMBLETON"
Official Reporter.

BRIEF

Notes in Defence

Tadayoshi KAWASE

File No. 5552

Case No. 68

KAMLOOPS
11 Feb. 48
V.L.A.

Claims:

1. Land & Bldgs.
2. Chattels

Claim 1:

Land \$21,750.00
Bldgs. 10,055.00
\$31,805.00

Sold for

\$10,377.00

~~Claim~~ Apprais. at
10568.75
~~\$21,805.00~~

Isaacs Appr.

Claim 2:

Chattels \$1375.00

Sold for

Tender \$751.75

55%

Trans.P.4. - McMaster will call Murphy in Vancouver
on the question of values of these autos.

McNermott Motors

Submission: Real property sold for fair market value.
Vehicles sold for fair market value.

RWN/mw

Name of Claimant KANASE, Tadayoshi

Case 68

Custodian File 5552

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total Award 125% of all Sale Prices:	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices	Sale Price	Total Award 125% of all Sale Prices:		
						% of Total	Amount		% of Total	Amount
					10377		7357.26			
7357.26										
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			
751.75										
	187.94									187.94
187.94										
NETS										
Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price					
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION										7545.20