

RENTAL STATEMENT

5969

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: SAKAMOTO Kojiro

HOME ADDRESS: Bonson Rd., Pitt Meadows, B.C.

REGISTRATION NUMBER 14130 SEX Male AGE: 61

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: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Yumi

ADDRESS OF WIFE OR HUSBAND: Bonson Rd., Pitt Meadows, B.C.

NAMES OF ANY LIVING CHILDREN: Masahiro (M), Shizako (F), Noroji (M),
Yoshio (M), Hideo (M).

ADDRESS OF CHILDREN: Bonson Rd., Pitt Meadows, B.C.

AGE OF CHILDREN: 28, 26, 21, 19, 17.

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

1. LOCATION AND DESCRIPTION: 10 acres - Bonson Rd., Pitt Meadows, B.C.
Lot 5 of N.W. part of Lot 282 - title no. unknown.

2. BUILDINGS AND OTHER IMPROVEMENTS: 6 room house, 5 room house,
2 chicken houses, barn, garage, 3 packing sheds, 4 brooder houses.

3. INSURANCE (Give particulars; state where policies are) Tanaka Fire Insurance Agency,
for \$2,000.00 on dwelling and furniture. Policy in owner's possession.

4. TAXES (Amount and where payable) \$32.21 municipality of Pitt Meadows, B.C.
1942 taxes paid.

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

6. OCCUPANCY AND LEASES (If vacant so state) Mrs. A. Knowlson, Barnet, B.C.
has leased above described land for the duration of the war. \$300.00
will be paid for ^{1942 Cdn.} rental of land and house and \$10.00 an acre thereafter.

5969
2 copies made

EXHIBIT NO.

DATE

FILLED BY

Sept 30/48
G. R. O. Rice

Yumi ^{File 5764} ^{no claims or} ^{chattel indicated.}

Sept 30/48

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: in owner's possession.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN 3 1/2 acres of currants, 1 acre of
gooseberries, 1 acre rhubarb, 1 acre of apparagus, -100 fruit trees.

Mrs A. Knowlson, Barnett, bought for \$300. Cash \$150; balance due Sept. 1942

STATEMENT OF REAL PROPERTY OCCUPIED

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

STATEMENT OF PERSONAL PROPERTY OWNED:

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

The following to be left in declarant's home in basement - 4 incubators,
4 brooder, stoves, gramophone, carpets, stoves (heater & kitchen
stoves), and household furnishings for 5 room house and farming
implements A. Knowlson, Pitt Meadows, B.C. will have custody of the
above named property.

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

None

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

ADDITIONAL REGISTRATION

SAKAMOTO, Kojiro

P. O. Box 15,
55 Bonson Rd., Pitt Meadows.

Coffey
OFFICE OF THE CUSTOMS
JAPANESE SECTION
RECEIVED
AUG 31 1942

Land and house leased to Mrs. A. Knowlson,
Pt. Moody, who has now vacated the house.
Prospective tenants are now in touch with the
S.S.B. re-renting the property.

The above information given by SAKAMOTO,
Kenneth Yoshio, Reg. No. 14202.

Family now in Taber, Alta.

SIGNED

K. Sakamoto

WITNESS.

J. T. Williams

4. INSURANCE CARRIED ON ABOVE PROPERTY \$500.00 with Tanaka Fire Insurance
Agency on declarant's household furnishings.

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

Mrs. A. Kurokawa, Banquet, \$150 ~~none~~ for end, sold. Paid

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

15 shares of Pacific Co-operative Union @ \$10.00 per share -

33 unredeemable shares of Pacific Co-operative Union - @ \$10.00 per share
In owner's possession.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: Pacific Mutual Benefit - for \$1,375 - Ben. Yumi - \$30 ann. p

Family Ben. Society - for \$2,500.00 Ben. wife Yumi - \$30.00

Manufacturer's Life for \$1,000.00 - Ben. wife - Yumi - \$51.00 annual premium

10. INTEREST IN ANY ESTATES OR TRUSTS. Policies in owner's possession.

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 28th day of April 1942.

(Signature)

K. Sakamoto

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Oct 27/43.

r File No. 5969

Full Name SAKAMOTO Keiji
(Surname in Block Letters)

Registration No. 14130

Male - Female
(check)

Age Feb. 15, 1881

Former Address P.O. Box 15, Pitt Meadows, B.C.

Date Evacuated May 6/42. Naturalized - Canadian-Born - National
(check)

Present Address 6 Lane Hall,
Taher, Alta.

Married - Single
(check)

Name of Wife Yumi #14128

Name of Husband -

Name of Mother (?) Nobu Name of Father SAKAMOTO Kamehachi

Names of Children under 16 (dead) (dead)

Requested by ECF Registered with Custodian
(Yes or No)

Additional Information Farmer. Owner of
10 acres - house.

17101
20/5/43

Area

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY: MAPLE RIDGE.

Date: Nov. 24, 1942.

NAME: SAKAMOTO, Masahiro

REGISTRATION NO. 14201.

ADDRESS: 53 Bonson Road, Pitt Meadows, B.C.

PROPERTY:

ACREAGE: 10.22 All cleared.

KIND OF CROPS: Straws. Fr. Trees.

APPROXIMATE ACREAGE OF EACH: 5. 20 mixed.

HOUSE: 1 Storey. VACANT: Yes. OCCUPIED

DESCRIPTION Frame. ROOF: Shingle.

SIZE: 28' x 28' NO. OF ROOMS 4.

CONDITION: Poor.

OTHER BUILDINGS: Woodshed 18' x 20' (poor) Barn 24' x 36' (fair)
Packing shed 12' x 24' (poor) Packing shed 12' x 12' (poor)

NAME OF LESSEE OR RENTOR:

TERMS:

WATER: Well. ON: OFF:

LIGHT: No. ON: OFF:

REMARKS: These buildings are in very poor condition, windows have been broken, doors open. Practically impossible to close securely.

INVENTORY OF CHATTELS LEFT ON PROPERTY

SEE ATTACHED LISTS.

Signed:

J. Morrison
W. G. Stinson

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY: ~~PITT MEADOWS~~

Date: Feb. 24 th. 1943

NAME: SAKAMOTO, Kojiro

REGISTRATION NO. 14130

ADDRESS: 53 Benson Rd. Pitt Meadows, B.C.

PROPERTY: 10 acres cleared

ACREAGE:

KIND OF CROPS: Straws

Goose

Asps

Fruit Trees

5

1

1

30

APPROXIMATE ACREAGE OF EACH:

HOUSE: 1 1/2 storey

VACANT:

OCCUPIED: Yes

DESCRIPTION: Frame

ROOF: Shingle

SIZE: 26 x 50

NO. OF ROOMS: 9

CONDITION: Good

OTHER BUILDINGS: House 26 x 34, Woodshed 16 x 18 & 12 x 16, Bath hse. 9 x 20
Chicken houses 18 x 102 & 18 x 80, Barn 36 x 40, Packing shed 12x 14.
1 Chicken house 16 x 24 fallen in on account of snow.

NAME OF LESSEE OR RENTOR: Frank RACY

TERMS: \$ 150.00 as from Sept. 42.

WATER: Well

ON:

OFF:

LIGHT: Electric

ON: Yes

OFF:

REMARKS: The roof of one chicken house has caved in on account of snow.

The basement of the old house where all the chattels are stored has
been broken into.

INVENTORY OF CHATTELS LEFT ON PROPERTY:

SEE ATTACHED LIST

Signed:

R. M. Anderson

Nov. 24, 1942.

INVENTORY OF CHATTELS FOUND ON PROPERTY
OF

SAKAMOTO, Masahiro #14201.
55 Bonson Rd., Pitt Meadows, B.C.

In house.

- 1 Kitchen stove. (NG)
- 1 " cupboard.
- 1 Wood box.
- 2 Double bedsteads & 2 poor mattresses.
- 3 Single bedsteads & 2 " "
- 2 Tables. (HM)
- 1 Cot. (HM)
- 1 Bedstead.
- 1 Kitchen chair.

In the woodshed.

- 1 Table. (HM)
- 2 Benches. (HM)
- 1 Cord mixed wood.
- 1 Jap tub.

In packing shed.

- 346 Berry crates.
- 50 Berry trays.
- 80 Jam crates.
- 2 Benches. (HM)
- Sal. quantity knock-down boxes.

In the barn.

- 3 Ton of hay. (poor)
- 1 Wagon. (poor, no wheels)

In the yard.

- 1-12' Ladder. (HM)
- 1 Stove. (NG)
- Sal. quantity used lumber.
- 1 Saw horse.
- 1 Drum heater. (NG)
- 1 Table. (HM)

Signed

J. Morrison
W. A. Stinson

K. Siskind
new tenant
J. Racy

FARM LEASE

THIS INDENTURE made in duplicate the 2nd day of August A.D. 1948

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-

**ANNE EDWARDS of Barnet in the
Province of British Columbia**
in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

**JOSEPH CHARLES SAILLON of Pitt Meadows,
in the Province of British Columbia**

Farmer
(hereinafter called the Lessee)

Of the Second Part

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

Lot Five (5) North West Lot 200 Group One (1) Map 4461

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

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

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of six (6) months to be computed from the 1st day of August A.D. 1948 and from thenceforth next ensuing and fully to be completed and ended:

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of Two Hundred and Twenty-five Dollars and Forty-five Cents -- (\$225.45) Dollars of lawful money of Canada (the receiptwhereof is hereby acknowledged).

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

~~THE LESSEE shall have the right to the use and occupation of the said lands and premises and the buildings thereon during the term of the lease without any further payment.~~

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

Four (4) acres of Strawberries

One and Three-quarter (1 3/4) acres of New Strawberries

One (1) acre of Gooseberries

One-half (1/2) acre of Red Currants

Two (2) acres of Apples

One-quarter (1/4) acre of Pears

One (1) acre of Nectarines

Some fruit trees

One-sixth (1/6) of an acre of potatoes

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

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

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

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

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 1945, he shall be able to again rent the said lands for the year 1946, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1946 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

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

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

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

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

REAL PROPERTY SUMMARY

File 5969

V.L.A. B.C. 509-P

JAPANESE NAME: Kojiro SAKAMOTO - - Reg. No. 14130.

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

PROPERTY ADDRESS: 53 Bonson Road, Pitt Meadows, B. C.

LEGAL DESCRIPTION: Lot 5 of a 50 acre portion of Lot 282 Group 1 Map 3546
Municipality of Pitt Meadows, D.N.W.

TITLE: In the name of Kojiro SAKAMOTO.

ENCUMBRANCE: Vesting 24212, 30th June 1942.

ASSESSED VALUE: 1943 - 10 acres.

Land \$1200.00

Improvements \$2500.00 Total \$3700.00 Taxes \$32.42.

CLASSIFICATION:

Berry and fruit farm. Inspector reported February 24th, 1943, farm all cleared with 5 acres strawberries, 1 acre gooseberries, 1 acre asparagus, 30 fruit trees and with a 1½ storey frame house 26 x 50, 9 rooms, good condition and house 26 x 34, woodshed 16 x 18 and 12 x 16, bath house 9 x 20, chicken houses 18 x 102 and 18 x 80, barn 36 x 40, packing shed 12 x 14, 1 chicken house 16 x 24 in poor condition. Occupied at the date of inspection by Frank RACEY.

HISTORY OF
ADMINISTRATION:

Leased by Kojiro SAKAMOTO on the 15th April 1942 to Annie KNOWLSON for 10 months from the 1st April 1942, with option to extend for 1943, \$375.00, paid to the owner. This lease was cancelled by the lessee on the 5th August 1942.

Leased on the 11th December 1942, Secretary of State to Frank RACEY from the 1st September 1942 to the 31st August 1943 for \$150.00 payable on the 15th July 1943. This lease was handed to The Director The Veterans' Land Act on the 22nd July 1943. In respect to the first lease to Mrs. KNOWLSON, there is considerable correspondence on file in reference to a claim made by her of \$115.15 for labor supplied by the Pacific Co-operative Union in cleaning up the property when she took possession. Mr. KNOWLSON claims that at the time the lease was drawn, Kojiro SAKAMOTO was ill and his son, Masahiro SAKAMOTO signed the lease on behalf of his father and that he verbally promised to clear the land if he were permitted to occupy the house until he should be evacuated. There is no copy of the lease on file and the extract does not show who signed the documents. Mr. Shimak confirms Mrs. KNOWLSON'S statement that Masahiro SAKAMOTO promised to clean the land. This Masahiro denies. This claim of \$115.15 was charged by the Pacific Co-operative Union against the Co-operative shares held by Kojiro SAKAMOTO. The Custodian notified the Pacific Co-operative Union on the 12th May 1943, that this charge was not to be paid to Mrs. KNOWLSON without consent of the Custodian or of Kojiro SAKAMOTO. No settlement of this claim appears to have been arrived at.

EXHIBIT NO

DATE

FILED BY

735-10

Sept 30/46

Gra Rice

SOLD:

To The Director The Veterans' Land Act for \$2051.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS:

Released to the credit of Kojiro SAKAMOTO, sale price \$2051.00 plus refund of insurance \$31.28, total \$2082.28; less insurance \$32.00, Certificate of Encumbrance \$1.00, registration fee \$3.00, legal fee \$15.00, total \$51.00. Net amount released \$2031.28.

TITLE:

Included in C. of T. 166108-E and payment of consideration included in cheque to the Custodian dated January 12th, 1944.

PROTEST:

Under date of June 1st 1944, Kojiro SAKAMOTO writes in part as follows:- "That piece of land is worth about \$5000.00 at cash. I have been offered \$3500.00 a number of times before and if I had known that it would be sold in spite of us not giving consent I am sorry I never sold it myself before evacuating. The price you gave is not enough for the buildings on said property. We paid \$1000.00 or 100 per acre when we bought it as bush land. It takes about \$200 per acre to clear and the buildings on said property would cost about \$2500 so it would bring the value of said property with all the fruit trees and all to about six thousand. \$6000.00.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED March 25th, 1946.

IN:NL

San Macpherson

Farm Appraisal Report

File No. JL 385

Land Description Lot 5 of a 50 ac. portion of Lot 282, Gr. 1, N.W. 1/4, Map 3546,
(House 63, Bonson Road)

Containing 10 Acres

Owner's Name SAKAMOTO, Kodiro Post Office Address Pitt Meadows, B.C.

Nearest Rail Point Pitt Meadows, B.C. Distance 1 mile

Market Town New Westminster, also local facilities Distance 14 miles

Church (give denomination) Pitt Meadows, Anglican & United Distance 1 mile

Nearest School Pitt Meadows Distance 1 mile.

State how property was identified: Map location and corner posts.

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

Property has direct access to Bonson Road.

Is this district a good one? Fairly good, co-operative marketing. EXHIBIT No. 735-6

Employment opportunity Fair, 2 sawmills, brick yard, peat plant. DATE Sept. 30/48

Predominating Nationality and religion: Immediate owners Japanese.

Describe Fencing and its condition: Fenced on East and South Value \$

Water supply: No water, use deep well 10' on next property. Value \$

Electricity: Not available for 1/2 mile.

BUILDINGS ON FARM - Not used.

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
#1 HOUSE	24x36	frame	2 st.	shgl	18	conc.	poor	1000.00
#2 House	21x30	"	1 1/2 "	"	20	wood	"	400.00
Ken house	20x85	"	1 "	"	20	"	"	200.00
"	20x100	"	1 "	"	20	"	"	250.00
Shed	20x40	frame & posts	1	shk.	20	"	"	40.00
BARN	x	"	"	"	"	"	"	"
Garage	15x18	"	1 st.	shgl	10	"	"	25.00
GRANARY	x	"	"	"	"	"	"	"
Brooder ase.	12x15	"	1 "	"	15	"	"	10.00
"	12x15	"	1 "	"	15	"	"	10.00
"	12x15	"	1 "	"	15	"	"	10.00
"	12x15	"	1 "	"	15	"	"	10.00
"	12x15	"	1 "	"	15	"	"	10.00

Total present day value \$ 1965.00

Total Value Buildings add to farm \$ 1500.00

Is dwelling habitable without repairs? Yes. If not what is your approximate estimate of cost to make it habitable? Roof of house leaks badly, brick chimney is in very dangerous condition.

Describe the basement and chimneys: Full cement basement, brick chimney on wood block in basement.

No. rooms downstairs? 6 Upstairs? 3 How finished V-joint finish.

Are buildings painted? Dwelling only. Condition of paint Fairly good.

Distance from nearest bush Approx. 100 yards.

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

Cultivated Land

BC/500-7
BC/5763-A

Page 1

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
9.80	level	sand loam 15" to 20"	gravelly	Mixed small fruits	60.00	589.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
Area Unavailable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	
.20	ravine			scrub	5.00	1.00

Total value of Land \$ 589.00

Total added by buildings to value of farm \$1500.00

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

Total value of farm \$2089.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Farm occupied by tenant, land in good condition and well kept.

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

Noxious weeds: No serious weed condition.

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

Pitt Meadows Municipality.
Improvements \$2500.00
Land 1200.00
\$3700.00 Taxes, 1942 - \$38.33

Date: June 26/42.

Place: New Westminster, B.C. I certify that the above report is based on a personal examination
of the whole farm made on the 25th day of June, 1942.

Inspector's Signature

"D. DODDING"

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

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The buildings are the main drawback, the poultry houses are old and poor structures at best. The second house is old and poorly built. The brick chimney in this house is set on a 4-foot wood block that is rotting and sinking on one side; a decided kink in the chimney indicates a collapse in the near future.

The main dwelling leaks badly through the roof, apparently due to faulty placement of the shingles. The brick chimney here is also set in a wood block, it is not built in alignment, is constructed so badly that smoke escapes between the bricks. This is the poorest and most dangerous chimney I have ever seen.

The property is rented for this year to G. Knowlson for \$300.00 with occupation of the house until April next.

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

Nil.

Nil.

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

Present Value

Strawberries, poor	4.86	acs.	3
Pears	.35		
Red Currants	.32		3
Rhubarb	.79		
Asparagus	.82		3
Gooseberries	.71		
Potatoes	.27		3
Yards and buildings	<u>1.68</u>		
	9.80	acs.	3
Ravine	<u>.20</u>		
	10.00	acs.	3

Also 70 mixed old fruit trees around house and buildings.

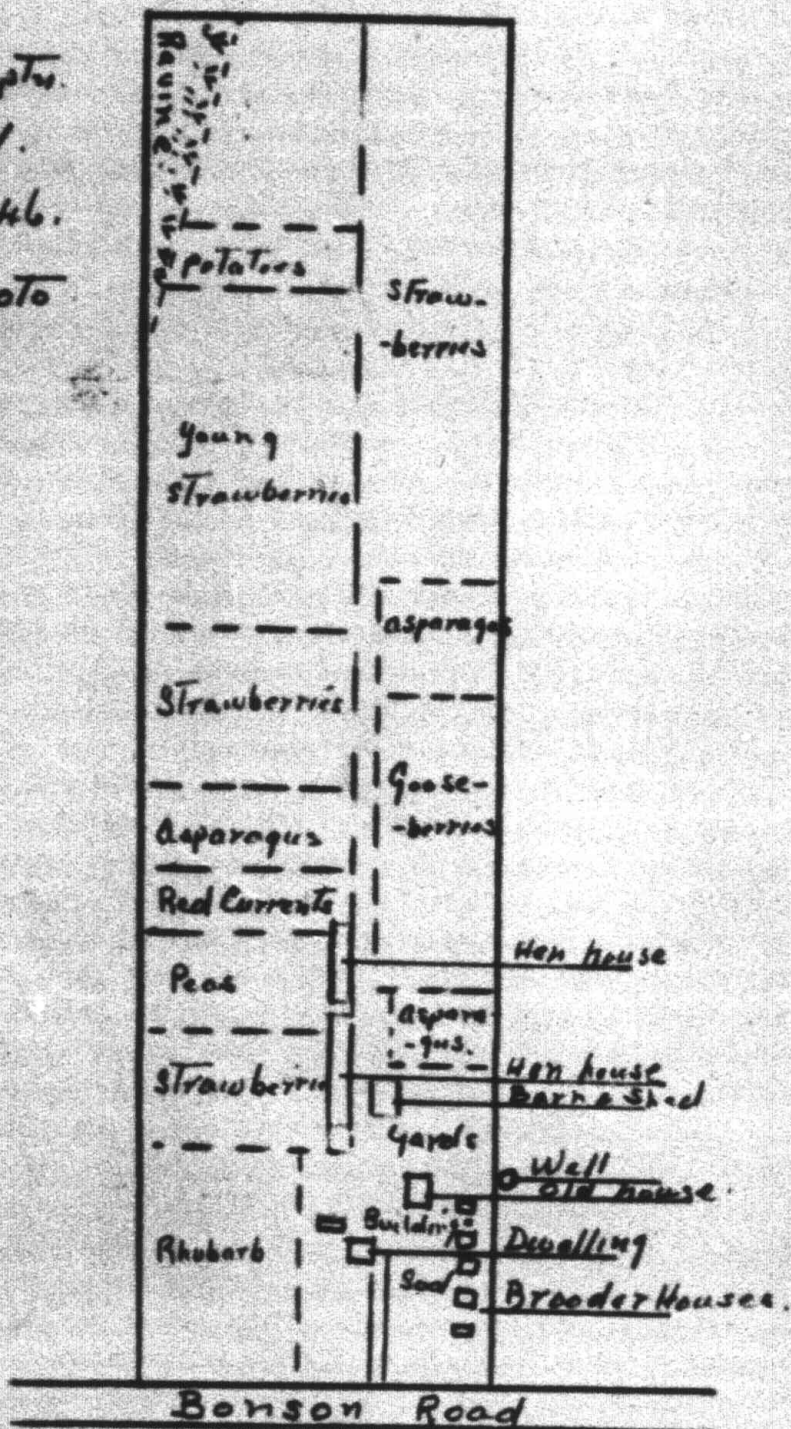
Total \$

Amount fruit trees add to value of farm \$

Diagram of Property

Lot 5 of a 50. ac. ptu.
of Lot 282. Gp 1.
N.W.D. Map 3546.
Kediro Sakamoto

Scale - 200' - 1"



Following careful review of this appraisal report, it is my opinion that the present value is \$ 1200.00

Date 29th June, 1942.

"I.T. BARNET"
District Superintendent.

MEMORANDUM.

File #5969.

17th September, 1942.

re: Kojiro SAKAMOTO.

Mr. Ure discussed the leasing arrangements made between subject Japanese and Mrs. A. Knowlson, and was informed by Mr. H. Beach of the Pacific Co-operative Union that at the time the lease was made Sakamoto undertook to clean up the farm, but that as soon as the deal was completed he stopped work and did not carry out his verbal undertaking.

RDR:GF

[Handwritten signature]

Naito Sakamoto.

See lease 297.
Ami Kuroda

Pitt Meadows

File 5969

OFFER TO LEASE JAPANESE PROPERTY.

File No. JL-385

Place Pitt Meadows, B.C.

Date August 1942.

Custodian of Enemy Property,
Vancouver, B.C.

Re: J. Kodo SAKAMOTO Property.

Lot 5 of 50 acc. Lot 282, Cp. 1, Map 3546.

I hereby offer to lease the above described property
on the following basis:

Term: From September 1st 1942 to August 31st 1943.

Cash Rental: \$ 150.00 per year to be paid as follows:
July 15th, 1943.

Lease to include all land and buildings, - ~~except~~

Other special conditions (if any):

The following taxes will be payable by me: Nil

Land & School Taxes: _____ Irrigation Taxes: _____
Dyking or Drainage Taxes: _____ " _____ Tolls: _____
Domestic Water Rates: _____

(strike out those that do not apply)

Provided Further that if at any time during the term the hostilities
in which His Majesty is presently engaged shall have ceased the
Lessor may terminate this lease by giving the Lessee one(1) month's
notice in writing to vacate the premises, and such notice having
been given this lease shall terminate at the end of the said month
notwithstanding that it may not be at the end of the current year
of the tenancy.

Full Name: F. Racy (Frank Racy)

Address: Pitt Meadows, B.C.

I recommend that Lease on the
above terms be approved.

Frank Racy
Field Supervisor,
Soldier Settlement of Canada.

53 Donson Road, Pitt Meadows

Extract from Lease.

File #5969.

Lessor: Kojiro SAKAMOTO.

Lessee: Annie KNOWLSON.

Date: 15th April, 1942.

Term: 10 months from 1st April, 1942, with option to extend for 1943, arrangements to be made with P.C.U.

Consideration: \$375.00, paid. ✓

Property:

Land: Lot 5 N.E. Lot 282 Group 1 Map 4461, Municipality of Pitt Meadows, N.W.D.

House: Included, also buildings. ✓

Chattels: Live stock and farm implements. ✓

Cancelled & replaced by Lease No. 87
to Frank Racey for 1 year from Sept 1/42 to
Aug 31/43. \$150. - payable 15th Feb. 1943.

Old & new lease, handed to P.S. 48 20/7/43.

NAME SAKAMOTO, Keijiro

REGISTRATION NO. 14130

FILE NO. 9969

The following chattels were sold by public
 auction at Hanay, B.C. on December 16th, 1943

Box sundries	\$ 1.10
Egg scales	1.15
Bottle copper	.25
3 oil lamps	.65
Iron Kettle	2.60
Platter	.85
Lamp, sundries	.25
Gas Lanterns	6.00
Table - home made	.25
Couch	1.50
Shelves	.75
2 Trays	1.10
Seasonal table	1.50
Cabinet	2.00
4 chairs	1.00
Crescent saw	5.00
Falling saw	6.00
Tools	2.70
Free	1.85
Auger	1.00
Wheel	1.25
Window screen etc.	.25
3 ft. bed	1.00
4 ft. bed	1.00
3 Rolls linoleum	4.00

Total:

\$ 45.00

Less Expenses: Auctioneer's fee 4.50
 Advertising 1.36
 Moving 2.86

\$ 8.72

Net Proceeds Credited:

\$ 36.28

Members of Custodian Staff Present. Mr. Moryson

Extracted from Auctioneering list No. Hanay No. 3

Remarks.

Dec. 3, 1943.

LIST OF PERSONAL CHATTELS

Stored at Buddhest Temple, Haney, B.C.

Owner : SAKAMOTO, Kojiro

File 5969

Address: 53 Bonson Rd., Pitt Meadows, B.C.

INVENTORY

2 Bamboo swords.

8 Boxes.(ctns.)

7 Boxes.(wooden)

1 Tin box.(misc. papers)

SIGNED

J. Margeson

File No. 735

RECEIVED

November 2nd, 1943.

To: File

FROM: Mr. V.J. Johnston

Re: Kojiro SAKIMOTO - Case No. 735
- Goods in storage.

The following goods belonging to the above named Japanese are in storage:

Item #1 - Books

10 Vols. Concise Encyclopedia
Ferry Harrison's Mistake
Probable Cause
Captive Girls
Bible and Missions
Salithoven
Making Smart Clothes
Narrative English Poems
Alton Locke
Works of Josephus
Halle Var's Cabin
Twinkl Land & Sea
Napoleonic Arts
Voices of Shakespeare
Gyrfalch Romance
Self Help - Bailey
Treasure Island
Once Upon A Time
The Tugboat
Our Environment
Young Midshipman
2 Vols. Golden Books for children
The Golden Treasury
History of Canada
Human Physiology
Elementary Algebra

Item #2 - Tin of Personal Papers

Item #3 - Ctn. Dishes containing: 5 bowls with lids
2 bowls or cups
3 saucers
1 lg. greenbone needle
1 throat sprayer
1 door spring
1 tin soapbox

Item #4 - 1 Box Magazines - Life, Click, etc.
(holding - not worth sending)

Item #5 - Box Dishes - 21 saucers, 3 salad bowls, 1 mixing bowl,
1 celery dish, 6 glass tumblers, 6 small bowls, 1 gun case.

Item #6 - Box - 3 doz. small dishes for seeds, etc.,
7 cups, 7 saucers, 2 bowls, 1 whisky glass,
some personal papers.

Item #1 - 1 "Year Book" Folder with High School Correspondence Course

- 1 World Geography
- 2 Small American Books
- 1 Arith. Text Book
- 1 Book of Knowledge
- 1 Eng. Reader
- 1 Loose Leaf Science Note Book
- 1 Book in Japanese
- 1 Gun Holder

Item #2 - Box China - 1 large plate expensive, colored.
2 large white platters & 2 broken ones
1 white dinner plate
9 saucers
1 china teapot
1 glass butter cover
10 lacquer bowls with lids

H. Salamito

File No. 5969

MEMORANDUM

14th Nov. 1949.

TO: Mr. J.A. Macdonald

FROM: Mr. W.J. Johnston

Kojiro SAKAMOTO - Regn. No. 14130
Case No. 735

Claiming for personal property (in storage) \$75.00.

The following goods are in Custodian Storage and will be shipped to Kojiro SAKAMOTO within the next few days:-

Books

10 Vols. Concise Encyclopedia

China

1 Ctn. containing

5 bowls with lids
2 bowls or cups
3 saucers

1 box containing

21 saucers
3 salad bowls
1 mixing bowl
1 celery dish
6 glass tumblers
6 small bowls

1 box containing

3 doz. small dishes for seeds etc.
7 cups & 7 saucers
2 bowls
1 whisky glass

1 box containing

1 large plate expensive, coloured.
2 large white platters & 2 broken ones
1 white dinner plate
9 saucers
1 china teapot
1 glass butter cover
10 lacquer bowls with lids

The following other goods not claimed for, are being shipped.

Books

Perry Harrison's Mistake
Probable Sons

14th Nov. 1949

Kojiro SAKAMOTO - Case No. 735

Books (cont'd)

Campfire girls
Bible and Missions
Salthaven
Making Smart Clothes
Narrative English poems
Alton Locke
Works of Josephus
Uncle Tom's Cabin
Twixt Land & Sea
Magistrate Acts
Tales of Shakespeare
Gythia's Message
Self Help - Smiles
Treasure Island
Once Upon A time
The Tempest
Our Environment
Young Midshipman
2 Vols. Golden Encyc. for children
The Golden Treasury
History of Canada
Human Physiology
Elementary Algebra
1 "Wear-Best" Folder with High School Correspondence Course
1 World Geography
2 Geometry Exercise books
1 Arith. Text book
1 Book of Knowledge
1 English Grammar
1 Loose Leaf Science Note Book
1 Book in Japanese

Tin of Personal Papers
Pkge. gramophone needle
1 throat sprayer
1 door spring
1 tin snapshot
1 gun case
Personal papers
1 gun holder

Box of magazines - Life, Click etc. (Holding- not worth sending)

WJJ:HA
Cc to Mr. Good

.....*W. J. Hunter*.....

P.S. 2 parcels containing Festival Dolls were shipped Oct. 5/49



BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Address P.O. Box 483
Zak. Alta.

Date Sept 23. 1943

File 5969

G-165-A

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

I, Kajiro Sakamoto, Police Registration No. 14130 hereby request you to release to me the under-noted property stored at Pitt Meadows, Lot 5 of N.E. part of 282 in possession of land Mrs. J. Roney. and I release you from any claim whatsoever with respect to such property.

Description of Property:

1 console type phonograph; 2 rolls and capset all
china were packed; all gramophone records
(2 parcel) set of encyclopedia and other hard
coverd books; Buddhist shrine & accessories

Original Address P.O. Box 15 Pitt Meadows B.C.

Date Evacuated to Vancouver _____

Date Evacuated to Present Address May 6. 1942.

Number in Family - 12 years and over 4

Number in Family - 5 to 11 years old _____

Number in Family - under 5 _____

TOTAL NUMBER IN FAMILY 7

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

APPROVED:
BRITISH COLUMBIA SECURITY COMMISSION

Per: _____

K. Sakamoto
Claimant Signs Here per and.

Received deposit \$15.00 for
freight charges - receipt no.
1208 - draft mailed Oct. 7/43.

Original on File 5958 - Asajiro TAZUMI

COPY

EVACUATION SECTION
Rec'd. Nov. 3, 1949
File No. 5958
Ans.
Referred Johnston

Taber Alta.

Nov. 1, 1949.

Dear Sir.

We received a letter from Mr. Tasumi of Winnipeg telling us that he had received by mistake our Buddhist shrine box. He has sent it over to us by express and upon receipt of said shrine we confirm that it is ours. Mr. Tasumi has asked us to write to you confirming our ownership of said shrine so that he may have a further search made for his shrine.

Hoping that his shrine will be found and this is confirmation of receiving our Buddhist shrine.

Yours truly,

"K. Sakamoto"

LIABILITY SUMMARY

File No. 5969

Re: Kotiro SAKAMOTO

Reg. No. 14130.

A claim for \$100.00 was filed by Jiro KAMIYA. This claim was disputed by Mr. SAKAMOTO and we were informed by Mr. KAMIYA on the 4th April 1944 that the claim was to be cancelled.

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

Paul Thompson

DATED March 26th, 1946.

IR:ML

FIRE INSURANCE SUMMARY

File No. 5959

Re: Seiichi SAKAMOTO

Reg. No. 14130.

At the date of evacuation the buildings on this property were insured for \$1500.00 and contents for \$500.00 in the North West Fire Insurance Co., policy number 193979 expiring June 5th, 1943. This insurance was renewed in the North West Fire Insurance Co., policy number 210421 for \$1500.00 on the buildings and \$500.00 on contents expiring June 5th, 1945. The \$500.00 insurance on the contents was cancelled on the 25th February 1944 and a refund of \$4.80 received from the insurance company. Of the insurance paid on the renewal policy, \$12.00, a refund from the Director The Veterans' Land Act of \$25.48 was credited to the account.

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

James Macpherson

DATED March 26th, 1946.

12441

14190

RESULTS

SALASATO, Sojiro

FILE NO.

5969

[illegible]

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Miss Shizuko Sakamoto

c/o Mr. Shizuko Sakamoto

Greenwood BC

File No. n/r

11840

Reg. No.

00460

Company Manufactures Life Ins. Co.

Agency Vancouver

Policy No. 565,572

Premium - \$ 24.65

Payable: ^X Annually, Semi-annually or monthly

Month February
August

Day 6th
6th

REMARKS:

Miss Shizuko Sakamoto

\$ 438.95

Father (Koyuro) is beneficiary

\$ 20.00

Letter sent 24/9/43

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Kujiro Sakamoto

File No. 5969

Reg. No.

Company Manufactures Life Ins. Co.

Agency Vancouver

Policy No. 603,725

Premium - \$ 56.25

Payable: Annually, Semi-annually or monthly

Month October

Day 19th

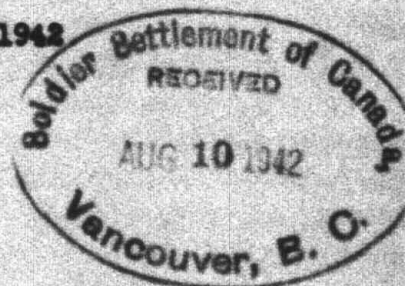
REMARKS:

JL 385

JAMES M. CAMPBELL
BARRISTER SOLICITOR
NOTARY

MISSION CITY, B. C.

August 8th. 1942



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

Dear Sir:-

Re. Keiichi Sakamoto of Pitt Meadows

The above Japanese leased his lands being Lot 5 of Lot 282 Group 1 Map 4461 Mapity of Pitt Meadows on April 15th. last to Mrs. Annie Knowlson of Barnett. A copy of this lease is on file with the Custodian.

Mrs. Knowlson fell and broke her arm and also injured her shoulder so that she is unable to continue operations. This lease is one of the many financed by Pacific Co-operative Union of Mission. Your Mr. Childs is no doubt familiar with many of the deals as I have spoken to him about many of them.

Mrs. Knowlson has done considerable work on the property in preparation for next year and has proposed that she assign her lease to Joseph Charles Taillefer of Pitt Meadows for the sum of \$225.45 which is the cost of planting one acre of new strawberries plus some other assets she has on the place. This, of course, is subject to your approval. However as Mrs. Knowlson has been at considerable expense in getting the place in shape and apparently has done good work there it would appear only reasonable that she ought to have an opportunity of reimbursing herself for her outlay. I have prepared the usual lease from Mrs. Knowlson to Taillefer - that is exactly the same form as the one which is in the Custodian's file but am holding the matter in abeyance until I hear from you.

Will you please advise me if I am at liberty to proceed with the transaction?

Yours faithfully

IT IS UNDERTAKEN AND AGREED that the aforesaid rental sum of Two Hundred and Twenty-five Dollars and Forty-five Cents (225.45) inclusive payment in full for Three Hundred and Two (302) Strawberry Cuts, Twenty-six (26) Ashbury Cuts, Eight (8) Asparagus Cuts and Three (3) Cuts of firewood.

IT is expressly understood and agreed by and between the parties hereto that the Lessee may assign this lease to any person capable of carrying out the provisions thereof, provided the approval and permission of the Lessor or his Agent is first had and obtained, and for the purpose of this clause Pacific Co-operative Union is the Agent of the Lessor.

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

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

Signed, Sealed and Delivered by **ANNIE KNOWLSON**
and **JOSEPH CHARLES TAILLIER**

in the presence of

Annie Knowlson
Glorea Cherchas *J. C. Taillier*

AFFIDAVIT OF EXECUTION

Glorea Cherchas

I, **Glorea Cherchas** of Mission City in the Province of British Columbia, Make Oath and Say:-

1. That I was personally present and did see **Annie Knowlson and Joseph Charles Taillier** the parties thereto, duly sign and execute the within instrument, for the purposes therein named.
2. That the said instrument was executed at Mission City aforesaid.
3. That I know the said parties and that they are each, in my belief of the full age of twenty-one years.
4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City in
the Province of British Columbia

this **3rd** day of **August**

A. D. 194**2**.

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

Glorea Cherchas

5969

15th April, 1943.

Mr. Kojiro SAKAMOTO,
Registration No. 14130,
TADER, ALBERTA.

Dear Sir:-

Re: Fire Insurance

With reference to your property described as Lot 5, of a 50-acre portion of Lot 282, Group 1, and being No. 53 Bonson Road, in the Municipality of Pitt Meadows, B.C. You reported on the "JP" form that you had fire insurance in force to the extent of \$2,000.00 covering on the dwelling and furniture, and that the policy had been placed through Tanaka Fire Insurance Agency.

As you may know, Tanaka is no longer in business here, and we checked up with two fire insurance companies with whom he usually dealt, namely the North West Fire Insurance Company and Messrs. Reed, Phipps & Davies Limited, but they have no record of any such policy.

In order that we may be of assistance in looking after the fire protection on the buildings on this property, would you kindly advise me as to the number of the policy, the name of the Company, the detail of coverage and the expiry date.

We would appreciate receiving your reply by return mail.

Yours truly,

S.M. Gibson,
Insurance Department

SMD:FM

5969

May 3rd, 1943.

Mr. Kojiro SAKAMOTO,
Registration Number 14130,
Taber, Alta.

Dear Sir:

Re: North West Policy No. 193979.

I wish to acknowledge with thanks your letter of April 26th giving the information about fire insurance covering your property under the above numbered policy. I am getting a copy of that policy from the Insurance Company for our files. If you wish to have this policy renewed at the Expiry Date, kindly advise me and we will have it done.

I notice that you have a Credit Balance at the present time of \$52.80 in your account at this office, and the premium can be paid and charged against your account if you should so desire. If you wish us to have the policy renewed, please tell me if you wish the same amounts to be carried as previously covered.

Kindly let me hear from you by return mail.

Yours truly,

S. M. Gibson,
Insurance Department.

SIG:MAI

5969 and 4218

May 19, 1943.

Mr. Jiro Kaniya,
Registration No. 14340,
c/o Messrs. E. and H. Erb,
Oak Bluff, Manitoba.

Dear Sir:

Re: Kojiro SAKAMOTO

Mr. Sakamoto has commented as follows in connection with your claim against him of \$100.00:

"I beg to state that the claim of Mr. J. Kaniya for one hundred (\$100.00) dollars is not true. I do not see where he gets the idea that we owe him. So please send the reply back to him in this regards and ask him to get in touch with committee in charge of the Mutual Aid Club. He knows who the president is."

If it is your desire that the Custodian take any further action in connection with this claim, please provide us with complete particulars in order that we may review the matter. In the absence of any further word from you, the Custodian is closing its file in connection with this particular claim.

Kojiro Sakamoto, Registration No. 14130, is at Taber, Alberta, and you are, of course, free to communicate with him if you so desire.

Yours truly,

R. P. Alexander,
Manager.

RPA:BT

5969

21st January, 1946.

Mr. Kojiro SAKAMOTO,
Registration No. 14130,
Taber, ALBERTA.

Dear Sir:

Re: Pacific Co-operative Union Redeemable Shares

We wish to advise that the following redeemable share certificate registered in your name, has been redeemed and the proceeds credited to your account here:-

1940	C 1283	S 2918	\$10.00
------	--------	--------	---------

In March, 1945, we notified you of the redemption of your 1938 and 1939 shares, but we have not as yet received the certificates covering these shares, establishing proof of ownership. We request that you forward the certificates covering same, together with the certificate covering your 1940 shares to this office, in order that the funds can be made available to you.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA

File # 5969



EVACUATION SECTION	
Date	MAR 14 1946
File No.	5969
Ass.	
Ref.	Anderson

Takes Alta
March 11, 1946.

Dear Sir,

In February I sent you 10 shares of Pacific Cooperative Union valued at one hundred dollars which you were to collect and credit it to me. In that letter I asked you to send me what balance there is left to my credit with you. To date I have not received any answer from you. What is the cause of delay. I am sure you are not paying any interest for what money you have collected for our property so I demand that you send what I ask for without further delay.

Will be waiting for your cheque by return mail. I am

Yours truly
K. Sakamoto

FILE COPY

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 8131

PLEASE REFER TO

FILE NO. 4241 & 5969

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

May 7, 1943.

Mrs. Annie Knowlson,
Gloverdale, B. C.

Dear Madam:

Re: Mr. Kojiro SAKAMOTO and his son
Mr. Masahiro SAKAMOTO

Your letter dated April 9th addressed to Mr. Shears has just been forwarded to me for attention.

I reviewed our files covering the affairs of Mr. Kojiro Sakamoto and of his son, Mr. Masahiro Sakamoto, insofar as you are concerned, and find that you leased certain property from Mr. Kojiro Sakamoto, and that you contend that his son, Mr. Masahiro Sakamoto, verbally promised to assist you at that time in cleaning up his father's farm, but that no mention of the alleged verbal undertaking is incorporated in lease you had covering the farm of Mr. Kojiro Sakamoto. Subsequently it appears that you were charged by the Pacific Co-operative Union with the sum of \$115.15 covering cost of labour provided to you by the Pacific Co-operative Union for the purpose of hoeing and cleaning up six acres of land on the farm of Kojiro Sakamoto.

This matter has been discussed with Mr. Masahiro Sakamoto who denies liability. He states that when you agreed to take over his father's farm, you agreed to take it over in the condition in which it was. Mr. Masahiro Sakamoto also infers that in fixing the price for the crops, the condition of the crops and of the farm were taken into consideration.

Insofar as Mr. Kojiro Sakamoto is concerned, he also denies any liability for the cost incurred by you for labour in tending, harvesting, etc., the crop purchased by you from Mr. Sakamoto.

There does not, therefore, appear to be, I regret to inform you, anything the Custodian can do for you at this time in connection with your claim for the non-performance of an alleged verbal undertaking said to have been made to you by an individual who did not own either the farm or the crop purchased or leased by you.

You are, of course, entirely at liberty to communicate with either Mr. Kojiro Sakamoto or with Mr. Masahiro Sakamoto both of whom are residing in Taber, Alberta.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

C
O
P
Y

May 3rd, 1943.

Mrs. A. Knowlson,
Cloverdale, B.C.

Dear Mrs. Knowlson:

Thank you for your letter of April 27th.

We will, for the present, charge Mr. K. Sakamoto with the \$115.00 on his share capital. It is up to the Custodian to try to show us whether Sakamoto owes this or not, the main thing is that we will charge it to him and we would like to have a letter from you stating that Mr. K. Sakamoto definitely agreed to hoe and clean this farm at his own expense, that he did not do so and that it cost you \$115.00 to do this work. If you will do this you will strengthen our hands in your claim against Mr. Sakamoto.

Hoping that you and Mr. Knowlson are quite well and with kindest regards from the writer, we remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per


J. B. Shimek

Gen. Mgr.

JIS/EK

5969

Richardson
% D. M. Hall,
Taher, Alta.

September 4, 1942

The Custodian Office
Dept. of Lands of Canada,
206 Royal Bank Building
Windsor, Ontario.
Windsor, Ont.OFFICE OF THE CUSTODIAN
JAPANESE SECTIONRECEIVED
SEP 8 1942

Dear Sirs,

My son, Kenneth arrived from the coast last Monday, August 31st. He tells me that he informed the custodian's office that Mrs. G. Knowlton who had leased my property has moved out last August the 5th. He also has informed you that there are prospective people wishing to lease the land. For further detail please contact Mr. Shimada of the P.C.U. or the Soldier's Settlement Board.

Will you please check up on Mrs. G. Knowlton's lease at Mr. Campbell's notary public's office in Mission City. In the contract I believe there is no mention of us cleaning up the yard for her. But she claims that we were supposed to clean up the place before we left. Therefore between her and the solicitor of the P.C.U., they have swindled one hundred and fifteen dollars (\$115). Furthermore

The blizzard has stopped payment on the pre-dated cheques. Under present conditions I don't know how we will be able to survive through the winter.

Concerning the above mentioned lease which was valued at three hundred dollars (\$300). I believe that was a very fair price for the crop. An average years my net profit on my farm has always been well over a thousand dollars. My son tells me that Mrs. Snowdon had anywhere from $3\frac{1}{2}$ to 4 tons of gooseberries valued at 8^t a lb. besides about $\frac{3}{4}$ ton of red currants at 6^t a lb. You can see for yourself that with just the gooseberries and currant alone she has made her costs. Then the strawberries picked off the 4 acres, asparagus, rhubarb, and the fruit are her clear profit.

Therefore I don't see why she can have the authority from Mr. Shumate to charge us for the labor. Especially for the planting of berries for next years picking. Nowhere in our contract does it state such a ridiculous charge.

Since you are looking after our interests on the coast I hope you will look into the matter. Will you please lease the land and house to a reliable person who will take good care of the place.

Will you please have a look at our farm,
from my son Ken, says that when he last
saw it he was really disgusted with the
growers. They have not touch the land after
they had taken the crop and the whole farm is
covered with weeds. If she has the nerve
to leave the field in such a condition
do not see why we should pay her for the
hiring she did in the early spring. If the farm
is left in that condition we will not receive
anything for the next year's crop.

Therefore, personally I believe we should
charge her for any labor to clean up the
field. I believe we also should have the
P's returned immediately. Please go into
that matter with Mr. Shumate. I hope
you will do something about it and
let us know immediately. Thank you

Yours very sincerely
Rogers S. S. S. S.

5969

22nd September, 1942.

Mr. Kojiro Sakamoto, #14130,
c/o Dave Hall,
Taber, Alta.

Dear Sir:

On reading over your letter of the 4th instant, we do not think that you made it clear why you said that Mrs. Knowlson and Mr. Shimek have swindled you of \$115.00.

We have talked over the terms of your lease with Mrs. Knowlson, and it appears that no mention was made therein that you were to clean up the garden for her. However, we are reliably informed that at the time you made the deal you undertook to do this, but as soon as the deal was completed you stopped work and did not carry out your part of the verbal undertaking.

If you wish us to look into the matter of the \$115.00 which you refer to, it will be necessary for you to supply us with complete details; on receipt of same we will go into the matter further.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:GF

VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

A. GLADSTONE VIRTUE, M.C.K.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.
FREDERICK JOHN MORGAN, B.A., LL.B.

23rd June, 1949

PLEASE REFER TO FILE NO. 3212 - 125

D.T. BRAIDWOOD, ESQ.,
c/o Messrs. Sutton, Braidwood & Morris,
Barristers and Solicitors,
506 Royal Bank Building,
VANCOUVER, B.C.

Dear Mr. Braidwood:

RE: SETTLEMENT AWARDS
Kojiro Sakamoto, Case No. 735
Custodian File No. 5969

REAL PROPERTY:

We are able to approve of proposed Award although property fairly valued at \$9,600.00 sold for \$2,051.00.

MISCELLANEOUS CHATTELS:

We note that the proposed Award does not purport to deal with these chattels for which \$600.00 was claimed.

Going over the analysis, we notice that property valued at \$300.00 was abandoned, and two kitchen ranges were claimed for not accounted for.

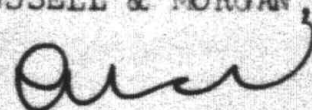
We suggest that under these circumstances the usual 34% of the claim should be allowed.

We shall be pleased to hear from you in this regard.

Yours truly,

VIRTUE, RUSSELL & MORGAN

Per



V/L

VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

A. GLADSTONE VIRTUE, M.C.K.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.
FREDERICK JOHN MORGAN, B.A., LL.B.

8th February, 1950

PLEASE REFER TO FILE NO. 3212 - 125

D.T. BRAIDWOOD, ESQ.,
c/o Messrs. Sutton, Braidwood & Morris,
Barristers and Solicitors,
506 Royal Bank Building,
675 West Hastings Street,
VANCOUVER, B.C.

Dear Mr. Braidwood: RE: SAKAMOTO (Kojiro)
Case No. 735
Custodian File 5969

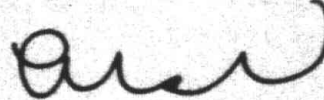
We return yellow award sheet not
approved at present.

We also enclose our white sheet (award)
and you will observe the annotations made on the 23rd
of September, 1949. We believe the \$140.00 should be
increased to \$455, and that the general average should
apply in accordance with our discussion.

Yours sincerely,

VIRTUE, RUSSELL & MORGAN,

Per



V/L
encls.

Without Prejudice

March 3rd 1950.

A. G. Virtue Esq., M.C., K.C.,
MacFarland Building,
Lethbridge, Alta.

Dear Sir:

Re: Case No. 735 - Kojire SAKAMOTO.

I have your letter of the 6th February and note the remarks contained therein. I return your white sheet herewith.

I have no record of this case having been settled at Vancouver and can see no justification for the general average. However, without prejudice to the rights of either party, I am prepared to make a suggestion for settlement, putting in the figure of 25% as the ratio and increasing the "lost" column to \$277.50.

Yours very truly,

DTE/MS

VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

MEFARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

A. GLADSTONE VIRTUE, M.C.K.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.
FREDERICK JOHN MORGAN, B.A., LL.B.

7th March, 1950

PLEASE REFER TO FILE NO. 3212 - 125

MEMORANDUM TO MR. BRAIDWOOD:

RE: SAKAMOTO (Kojiro)
Case No. 735,
Custodian File 5969

We would like to be able to agree with you upon the disposal of this case, and have given careful consideration to your letter of March 3rd.

However, we do not feel that we would be doing our duty to Mr. Sakumoto if we accepted your proposition as it stands.

In our opinion the following should be included in column 5:

Declared but not found.....	\$50.00
Abandoned.....	285.00
Not accounted for, theft etc...	<u>90.00</u>

Total - - - - \$425.00

75
285
60
55
475

This makes no allowance for \$115.00 marked "No record" although we cannot see that this is a case of "no record" as the evacuee declared, "and household furnishings for 5 room house and farming implements".

Now, with regard to the percentage to be allowed, we appreciate your offer of 25%, but we do not think that that is fair under the circumstances.

On looking over the analysis sheet we find that a buffet valued at \$15.00 sold for \$2.00; three rolls of lindeum valued at \$15.00 sold for \$4.00; four bedsteads valued at \$10.00 (very low) sold for \$2.00; and farm tools valued at \$25.00 sold for \$2.70.

MEMORANDUM TO MR. BRAIDWOOD (Cont'd)

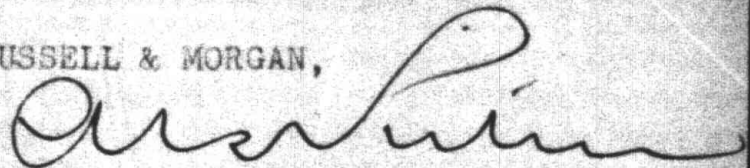
RE: SAKAMOTO (Kojiro)
Case No. 735,
Custodian File 5969

We do not believe that these sales furnish a fair criterion. We think the general average of 46% is much nearer a fair settlement.

This man is going to get a very small settlement even if you allow him 46% of \$425.00. His claim for goods amounted to \$6.00, and even on this basis he will only get all told, about \$200.00.

VIRTUE, RUSSELL & MORGAN,

Per



V/L

March 9th 1950.

A. G. Virtue Esq., M.C., K.C.,
MacFarland Building,
Lethbridge, Alta.

Dear Sir:

Re: Case No. 375

I have your letter the 7th inst., and in view of the difficulties herein, and at the suggestion of his Lordship, I have placed the file, together with your correspondence, before his Lordship for his decision.

Yours very truly,

DTB/MS

March 20th 1950.

The Hon. Mr. Justice H.I. Bird,
Japanese Claims Commission,
Court House,
Vancouver, B. C.

Dear Sir:

Re: Case No. 735 - Kojiro SAKAMOTO.

I forward you herewith certain correspondence in this matter which I have discussed with you.

Apparently Mr. Virtue and I cannot come to an agreement and I have told him, pursuant to our discussion, that I would leave the matter entirely in your hands without discussing it unless requested so to do.

As these documents are from my own file I would appreciate you returning them to me.

Yours very truly,

March 31st 1930.

A. G. Virtue Esq., M.C., K.C.,
MacFarland Building,
Lethbridge, Alta.

Dear Sir:

Re: Case No. 735

We appeared before Mr. Justice Bird in regard to the above case on March 27th and we have now received his Ruling thereon. We enclose a copy for your information and we also enclose a copy of the yellow award sheet which you may retain for your records.

Yours very truly,

enc.

File No.
5969

ANALYSIS OF
CLAIM

June 14, 1948
REAL PROPERTY
SECTION

Kojiro SAKAMOTO,
Reg. No. 14130

REAL PROPERTY,

Bonson Road, Pitt Meadows, B.C.
known as
Lot 5 of a 50 acre portion of
Lot 282 Map 3546
Municipality of Pitt Meadows, B.C.

Re Director Veterans Land Act.

EXHIBIT NO.

735-8

DATE

Sept 30/48

FILED BY

Grainger

Kojiro SAKAMOTO makes claim for
(Gross) as follows,

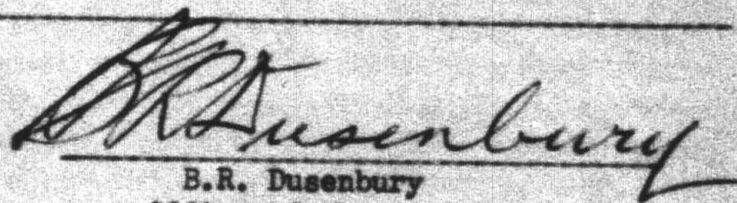
Land -	3500.00	
Improvements,		
1-8 room house	2700.00	
1-5 room "	1000.00	
3 Poultry Houses	1200.00	
5 Brooder Houses		
garage, woodshed	1200.00	9600.00

Sale price (Gross) 2051.00

	<u>Assessed Value</u>	<u>Claimant's value</u>	<u>S.S.R. Appraisal</u>	<u>V.L.A. Purchase Price</u>
Land -	1200.00	3500.00	589.00	
Improvements-	2500.00	6100.00	1500.00	
	<u>\$3700.00</u>	<u>9600.00</u>	<u>2089.00</u>	<u>\$2051.00</u>

RECAP:

Gross amount of claim	-	-	\$9600.00
" " " sale			<u>2051.00</u>


B.R. Dusenbury
Office of the Custodian.

1
CASE NO. 735.

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

JAPANESE PROPERTY CLAIMS COMMISSION.

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

10
Lethbridge, Alberta,
September 30th, 1945.

IN THE MATTER OF THE CLAIM OF
KOJIRO SAKAMOTO.

PROCEEDINGS AT HEARING.

20
APPEARANCES:

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

appearing for the
Dominion Government.

A.G. VIRTUE, Esq., K.C.,

appearing for the
Claimant.

MISS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

K. Sakamoto,
In Chief.

THE SECRETARY: Case No. 735, Kojiro Sakamoto.

KOJIRO SAKAMOTO, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q Mr. Sakamoto, I show you a form of summary of evidence containing descriptions of your land and the improvements, and your personal property, and the value and so on. Is that your signature (indicating)?

10 A Yes.

Q Was this form prepared by you in my office with the help of an interpreter? A: Yes.

Q Were the statements made by you in this form true statements regarding your land and the improvements on it, and the value of it? A: Yes.

Q And are the statements regarding your personal property and the value of it true statements?

A Yes.

Q Now, your land was at Pitt Meadows?

A Yes, Pitt Meadows.

Q And it was about ten acres? A: Yes.

Q Now, I believe you bought that for \$1000.00?

A Yes.

Q And it was then just bushland, not cleared?

A Yes, all bush.

Q And you cleared it and you planted part of it to strawberries, gooseberries, asparagus and 100 fruit trees?

A: Yes.

Q That cost you \$2950.00?

A: Yes.

Q And then you put on quite a few buildings, two

K. Sakamoto,
In Chief.

houses and some more buildings, and that cost you \$6000.00?

A: Yes.

Q The whole thing cost you \$11950.00?

A Yes.

Q But you only valued it at the time of your evacuation at \$9600.00?

A: Yes.

Q The Custodian, or first, Was that a fair value of this property of yours at Pitt Meadows at the time that you were evacuated?

A: Yes, it was.

10 Q The Custodian sold it for \$2051.00, do you know that?

A: I think the \$51.00

was for some household goods.

Q Oh, I see. You think the Custodian sold it for \$2000.00?

A: Yes.

Q Was that anything like a fair price?

A No, I don't think so. I asked the Custodian not to sell it.

THE SUB-COMMISSIONER: You have \$2074.00 received from the Custodian in the proof of claim.

20 MR. VIRTUE: Yes.

THE SUB-COMMISSIONER: How is that explained? Why is it \$2074.00?

MR. VIRTUE: I will look that up, sir, and see how that is arrived at in a minute.

Q And this is the statement of your personal property. Did you actually leave this personal property behind when you were evacuated?

A No, they were all left behind.

Q All right, thank you. I will put that in as an exhibit.

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K. Sakamoto,
In Chief.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q: Now, I show you a picture. Will you look at that picture?

A That is my house.

Q That is your house on the Pitt Meadows property?

A Yes.

Q Do you know when that picture was taken, about? It is marked "1937" on the back?

A Yes.

10

Q About 1937?

A: Yes, about 1937.

Q Was your property in as good repair as that when you were evacuated in 1942, or better, or worse?

A It was just about the same as in the picture.

Q Had you kept it in repair? A: Well, it didn't need any repairing because it was a new house.

Q It was a new house?

A Yes.

Q I believe you built it in 1934?

A Yes.

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Q And attached to this photograph is a long list of the lumber and the cost of the lumber and so on that went into the different buildings. Is that a true list?

A: Yes, it is a true list.

MR. VIRTUE: These are fastened together pretty permanently, and they can go in as one exhibit, or two, just as you wish.

THE SUB-COMMISSIONER: Make it one.

(DOCUMENTS MARKED EXHIBIT NO. 2).

MR. RICE: One is the photograph and the other is the lumber, is it?

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K. Sakamoto,
In Chief.

MR. VIRTUE: Yes, all pinned together.

Q Now, I show you a Deed made by Henry Hoy and Stuart Campbell in your favour made the 10th of January, 1923 of this land for \$1000.00; is that the agreement by which you bought this land?

A Yes.

MR. VIRTUE: I will offer that as the next exhibit, sir.
(DEED MARKED EXHIBIT NO. 3).

MR. VIRTUE: I will show my learned friend this letter (indicating) to save asking the witness about it.

MR. RICE: Yes.

MR. VIRTUE: I put in a letter, sir, from the Custodian, dated June 3rd, 1943, showing that the Custodian has renewed the fire insurance on the dwelling for \$1500.00 and on the contents \$500.00 as of that date.

THE SUB-COMMISSIONER: That is to the claimant?

MR. VIRTUE: Sir?

THE SUB-COMMISSIONER: Written to the claimant?

MR. RICE: Yes, your Honour.

(LETTER MARKED EXHIBIT NO. 4).

MR. VIRTUE: Would my learned friend let me see from the Custodian's file a document headed "Report on Evacuated Japanese Property", dated February 24th, 1942.

(Document to Mr. Virtue)

I will also put this in, sir, from my learned friend's file. It shows the property with ten acres cleared, with five acres in straws, one gooseberries, one asparagus, and 30 fruit trees.

K. Sakamoto,
In Chief.

And this is why I refer to it, "No. of Rooms: 9. Condition: Good." And then they give the name of the lessee, and then this remark which has to do with the chattels, "The basement of the old house where all the chattels are stored has been broken into," and attached is a list of chattels.

(DOCUMENT MARKED EXHIBIT NO. 5).

MR. VIRTUE: Thank you.

MR. RICE: I am submitting, your Honour, that the real estate was sold for its fair market value.

I am submitting that the chattels were sold at their fair market value. Included in the analysis are two items that were abandoned, and if the Custodian is held responsible for in any manner for these articles, I submit the claim made to the same is exorbitant.

I wish to tender as exhibits the following documents: Farm appraisal report respecting the land.

(APPRAISAL REPORT MARKED EXHIBIT NO. 6).

MR. RICE: Assessment notice for the year 1943 as submitted by the Corporation of the District of Pitt Meadows, valuing the improvements \$2500.00 and the land \$1200.00.

(ASSESSMENT MARKED EXHIBIT NO. 7).

MR. RICE: An analysis of real estate claim showing the assessed value, the claimant's value, the appraisal and sale.

(ANALYSIS MARKED EXHIBIT NO. 8).

MR. RICE: Analysis of personal property claim.

K. Sakamoto,
Cross Exam.

(ANALYSIS MARKED EXHIBIT NO. 9).

MR. RICE: A real property summary.

(SUMMARY MARKED EXHIBIT NO. 10).

CROSS EXAMINATION BY MR. RICE:

Q I show you a J.P. form apparently completed by you on the 25th of April, 1942 (indicating); will you look at that document and tell me if it bears your signature?

A: Yes.

10 Q That is your J.P. form? A: Yes.

(J.P. FORM MARKED EXHIBIT NO. 11).

MR. RICE: Q: I show you a proof of claim form, apparently completed by you on the 17th of November, 1947; will you look at that document and tell me if that bears your signature?

A Yes, that is my signature.

MR. RICE: I tender it as an exhibit, the proof of claim form of the claimant completed on the 17th of November, 1947.

(PROOF OF CLAIM MARKED EXHIBIT NO. 12).

MR. RICE: Q: I show you a letter dated June 1st, 1944, apparently written by you or for you from Taber, Alberta, to the Custodian. Will you just look at that and tell me if you wrote that letter, or had it written for you?

A That isn't my signature.

MR. VIRTUE: Perhaps if my learned friend will show me the letter I can get to the bottom of it very quickly.

30 MR. RICE: Yes. It is a letter written either by him

8
K. Sakamoto,
Cross Exam.

or for him to the Custodian.

MR. VIRTUE: This is written for him by the son. We will admit that it was written for him.

MR. RICE: Q: This letter was written for you by your son?

A: I think so.

Q Under your instructions? A: Yes, I think so.

MR. RICE: I will read the letter, your Honour, if I may.

10
"Have received your letter informing me of the sale of my property in B.C. Upon scanning the form I see that the sale of the land was \$2051.00. I think that this price is not satisfactory. That piece of land is worth about \$5000.00 at least. I have been offered \$3500.00 a number of times before and if I had known that it would be sold inspite of us not giving consent I am sorry I never sold it myself before evacuating. The price you gave is not enough for the buildings on the said property. We paid \$1000.00 or \$100.00 per acre when we bought it as bushland. It takes about about \$200.00 per acre to clear and the buildings on said property would cost about \$2500.00, so it would bring the value of said property with all the fruit trees and all to about \$6000.00. So you have not appraised the property right and I wish that you will pay us more for it than what we have been notified."

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I will read the rest of the letter if it is your desire to do so. All I am putting it in for is that the figures are somewhat in variance when the

9
K. Sakamoto,
Cross Exam.

claimant valued the property when he wrote that letter and when he swore today what the fair value of the same was.

(LETTER MARKED EXHIBIT NO. 13).

THE SUB-COMMISSIONER: Evidently the land was sold for \$2051.00. What I am thinking of is this: They say \$2074.00 in their proof of claim, but evidently it is \$2051.00.

MR. VIRTUE: I think probably that is correct.

10 MR. RICE: I have submitted a statement to show what it actually sold for.

THE SUB-COMMISSIONER: This is the proof of claim actually filed by the claimant.

MR. VIRTUE: That may say what he got.

THE SUB-COMMISSIONER: That is what it says he got for the land. His statement is larger than their statement.

MR. VIRTUE: Yes.

MR. RICE: There are probably deductions for completing the sale.

MR. VIRTUE: Just a moment, sir. I think I have a statement here that will clear that up.

MR. RICE: There is a statement on file there.

MR. VIRTUE: I see what it is. It was sold, according to Mr. Shears's statement, for \$2051.00, and then he got the unexpired insurance premium of \$26.48, which put it up to \$2077.48, and then a deduction of \$1.00 for registration fee. I can put this in, if you wish.

THE SUB-COMMISSIONER: Oh, no; that is fine.

MR. RICE: There is a summary there, your Honour.

K. Sakamoto,
Cross Exam.

Q Before you were evacuated you leased your property to Mrs. Annie Knowlson?

A Yes, I did.

Q Mrs. Knowlson complains that you were to keep the place free of weeds until she moved on or took possession?

A: No, there was no arrangement about the weeds.

Q Well, you made the lease with Mrs. Knowlson on April 15th, did you not? A: Yes.

10 Q And she didn't move on to the place until April 28th?

A Yes, on the 28th.

Q Did she not claim that you had cut the rhubarb, even on the day that she moved on you were cutting rhubarb?

A: No, I did not.

Q You didn't cut any rhubarb? A: No, I didn't.

Q Or any member of your family cut any?

MR. VIRTUE: Well, I don't wish to interfere in any way with my learned friend, but it seems to me, with a view to saving time, we are getting fearfully far afield. What this can have to do with the fair market value of the property when it was sold, whether he cut some rhubarb before he was evacuated, I don't know. If there is any connection, I can't see it.

THE SUB-COMMISSIONER: Except as to credibility.

MR. RICE: Apparently Mrs. Knowlson filed a claim with the Custodian which goes to the amount of the claim.

MR. VIRTUE: Supposing she did. Let us assume everything that my learned friend thinks about this, would that have anything to do with the fair market value of

K. Sakamoto,
Cress Exam.

this property when it was sold a year or two later? I mean, there might be some claim on file in the Custodian's office, but that has nothing to do with it.

THE SUB-COMMISSIONER: Now, this is the time to find out if there is a deduction to be made when he is here.

MR. RICE: If my learned friend objects to my cross-examination of his client in this manner, I will quit.

MR. VIRTUE: That will surely be a matter later of hearing the evidence of Mrs. Knowlson and this man, but it certainly wouldn't enable your Honour to decide that question at all.

THE SUB-COMMISSIONER: I am not deciding anything at all; I am only getting the evidence.

MR. VIRTUE: I am only trying to save time. If my learned friend wants to go that far afield, of course that is his business.

MR. RICE: The Custodian can hold it up and have a separate issue over it, if need be.

Q In your claim, I take it, that is 5 breeder steves? It is marked "stone" in there. There is no such item as a breeder stone, is there?

MR. VIRTUE: I think that would be a fair guess that it is a stenographic error. They do make them once in awhile I find.

MR. RICE: Apparently there is another stenographic error; it shows price paid as \$35.00 and is now valued at \$65.00.

K. Sakamoto,
Cross Exam.

MR. VIRTUE: Well, that may have been the price paid each, I don't know.

MR. RICE: Well, it is your claim. This is the summary of evidence that has been so carefully prepared and sworn to be true in all details.

MR. VIRTUE: I want to say something about these summaries. This method of presenting evidence was laid down by the Commission ^{as} quite early in the proceedings the Commissioner arrived at the conclusion that if we put these witnesses in the box and questioned them about every item before the Commissioner and the Sub-Commissioners that it wouldn't take three years to get through these proceedings, it would take more like fifteen years. And it was, therefore, agreed by the Commissioner, and by various counsel at his request, that this method of filing the evidence beforehand be adopted, getting it ready beforehand and then presenting the written statement, and that method was laid down by the Commissioner. Now, I am not saying that in the way of anything except giving him the credit for it, because it would be or would have been a deadly and interminable thing to repeat it here. I think my learned friend understands that, why these statements are prepared, and I am quite free to admit that there will be stenographic and clerical errors in them.

MR. RICE: All right. I take it it is up to my learned friend to straighten it up. All I am trying to do is to find out what the real meaning is.

K. Sakamoto,
Cross Exam.

THE SUB-COMMISSIONER: Thus far, Mr. Virtue, we have followed in this claim the line or course of action that you suggested that Mr. Justice Bird laid down. All Mr. Rice is doing is taking some of these items and testing them as to correctness.

MR. VIRTUE: That is quite all right. But my learned friend knows as well as I do how these claims are prepared, and when he starts saying how these were prepared under oath and "here is an obvious misstatement in them" or words to that effect, that is something else.

10

MR. RICE: That doesn't answer the question I have asked regarding the brooder stove. Go ahead.

MR. VIRTUE: Now, I am going to ask my learned friend to put the statement in the witness's hand so that he will have some idea of what the question is.

THE SUB-COMMISSIONER: \$35.00 paid, \$65.00 valuation; I am wondering whether it should be reversed.

A The price paid is shown here and these are for one brooder stove, at least, five brooder stoves at \$35.00 each, and the present value, \$65.00, is what I am claiming for the five.

MR. RICE: Q: I see. Well, then, you have got four incubators that you valued at \$25.00, the price paid is \$25.00 and \$75.00, and your value is \$200.00?

THE SUB-COMMISSIONER: That is the second one.

MR. RICE: Q: My land, can't he answer that question without too much talk?

A This is also the same. The one priced at \$25.00 was a used incubator; the other three were new and

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K. Sakamoto,
Cross Exam.

I paid \$75.00 each for them.

Q These stoves, or incubators, at least, were all oil burners, were they not?

A Yes, oil.

Q I believe they were discarded, the oil burners, the oil burning incubators?

A Yes.

Q And the farm tools, what farm tools did you own that you paid \$150.00 for?

10 A The various farming utensils such as plows, hoes, and a sledge hammer, a cable, blocks and such things.

Q I see.

THE SUB-COMMISSIONER: Block and cable, I suppose he means.

MR. RICE: Q: Do you mean a block and cable?

A Yes, it is for removing stumps.

Q How much did that cost? A: The price is all marked down on the list. I haven't got it myself.

Q There is no price marked down; it says, "Farm tools, \$150.00." I am trying to get at what the farm tools consisted of other than their value or what you paid for them?

A Well, the block would be about \$15.00 in value, and the cable about perhaps \$50.00.

Q Did you buy them new? A: Yes, they were new.

Q And that is what you paid for them, \$50.00 for the cable and \$15.00 for the block?

A Yes.

Q All right.

K. Sakamoto,
Re Direct.

RE DIRECT EXAMINATION BY MR. VIRTUE:

Q I just want to ask you one question or two.
About these four incubators, you remember the
four incubators? A: Yes.

Q You said three of them were new?

A Three were new.

Q How long before you were evacuated did you buy them?

A Well...

MR. RICE: ...1935, according to the record.

A About three or four years before I evacuated.

MR. VIRTUE: Q: Now, were you still using them up to
the time you were evacuated?

A Yes, I was using them.

MR. RICE: He couldn't use them if they were new.

MR. VIRTUE: Q: Did you throw them away?

A No, I left them there.

Q Did you ever throw any of your incubators away,
these new incubators? A: Oh, I don't think so.

THE SUB-COMMISSIONER: What is the answer?

A I wasn't there so that I don't know, but I don't
think so.

MR. VIRTUE: You weren't there, but you don't think so.

A No.

THE SUB-COMMISSIONER: The point that Mr. Rice made,
that a certain type of incubator is not used
any longer and it happened to be the kind that
he was using, an oil incubator.

MR. VIRTUE: That is all I am trying to clear up, that
he didn't throw them away, that he was using
them up to the time that he was evacuated. That

K. Sakamoto,
Re Direct.

is the point I want to make.

THE SUB-COMMISSIONER: Q: When did you make that list?
Referring to Exhibit 2? A: I think it was in
1932.

Q In 1932?

A: Yes.

THE SUB-COMMISSIONER: I don't know, Mr. Virtue, whether
you understood that to be a list of the lumber
that went into the house. I see it refers to a
number of buildings.

10 MR. VIRTUE: You see what, sir?

THE SUB-COMMISSIONER: I understood his direct examination
to be that this was the lumber that went into his
house only.

MR. VIRTUE: No, it was a number of buildings. They are
all listed separately. Some went into the house,
and some went into the boarder houses and so on.

MR. RICE: I will point out, your Honour, on the lumber,
that the list was prepared in 1932 and the house
wasn't built until 1934.

20 THE SUB-COMMISSIONER: Yes.

MR. VIRTUE: I want to clear that up. That is pretty
obvious.

MR. RICE: Or did he mean 1942?

MR. VIRTUE: Show him the lists of lumber and so on,
the approximate price of the house built in 1934,
and ask him when these lists were made up, the
lists of lumber?

A: The various lists?

Q Yes, the various lists were made up?

THE SUB-COMMISSIONER: Just a minute, Mrs. Handford. If
you just ask him, or repeat the question that Mr.
Virtue asked and then repeat what he says I think

K. Sakamoto,
Re Direct.

it will save some time. Mr. Virtue wanted to know when he wrote out those lists.

A Well, I am asking him that.

Q Just tell him to answer that one question.

A In 1932 I wrote this list of approximate prices of lumber, and the one house built in 1934.

MR. VIRTUE: Q: When did he say that he wrote it?

A In 1932.

Q Ask him who actually wrote out that list, did he or did his son?

A My son wrote it.

Q All right, you stand down, I am going to produce the son.

THE SUB-COMMISSIONER: You see, Mr. Virtue, there is the very criticism I have in mind of this method of bringing this evidence out. You put into the hands of the man a document, and the majority of these people cannot speak English like you or I, and you say, "Is this true?" and they say, "Yes," and errors unquestionably enter into this thing, and when you are faced with the payment of thousands of dollars you have got to know something about it.

MR. VIRTUE: But what I asked him, when I put the list in his hands, "Is this the list of the material that went into the buildings?"

THE SUB-COMMISSIONER: Of course, my remarks are applicable to the question of summaries as well.

MR. VIRTUE: I quite realise, sir, and everybody concerned realises, that it is a sort of rough-and-ready way of getting this evidence.

K. Sakamoto,
 Re Direct,
 M. Sakamoto,
 In Chief.

THE SUB-COMMISSIONER: It is mighty rough and it is very ready; that is all I can say about it.

MR. VIRTUE: All I wish to say about that is, if anybody wants this evidence to go in in the regular way and has three years to spend hearing it, it can be put in that way.

THE SUB-COMMISSIONER: Well, that is the basis, of course, of Mr. Rice's approach, to find out something about the credibility of the witness.

MR. VIRTUE: I quite realize that my learned friend has to cross-examine on these items and try to get to the bottom of some of these items. The only thing is, the Commission is responsible for this method, and counsel appearing before it, and I am rather glad that it is being done in this way, but at the same time it is a method that has been arrived at in an extraordinary set of circumstances to meet a practical problem.

THE SUB-COMMISSIONER: Yes, I know; and the very potential results of the investigation is something that makes it all the more important. However, go ahead. I am not the one that is going to decide it.

MR. VIRTUE: In addition to that, I want to say this, sir: In a great many of these cases we could bring two or three witnesses to corroborate the evidence of the claimant, but Mr. Justice Bird ruled long before the evidence started that it would not be necessary to bring any corroborative evidence, and we have his ruling to that effect. But in this particular case I want to call the

M. Sakamoto,
In Chief.

son. If the claimant will stand down for a minute I want to call the son.

THE SUB-COMMISSIONER: Yes, go ahead.

(Witness aside)

NASAHIRO SAKAMOTO, a witness for claimant,
being first duly sworn, testified
as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

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Q Now, you speak English? A: Yes.

Q And you are the son of Kojiro Sakamoto who just gave evidence a moment ago?

A Yes.

Q And I show you Exhibit 2 containing a long list of lumber and prices with the headings of the different buildings? A: Yes.

Q Who drew that list? A: I did.

Q On behalf of your father? A: Yes.

Q When did you prepare it? A: Just before I brought it into your office; was it May? I think it was.

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Q Just this year? A: Yes.

Q And in preparing this list, what lumber prices did you use as guides? A: I just used

the proper prices of the lumber then, just took a guess at it.

Q In what year? A: In the year we built the house, 1934.

Q In the year you built the house and the other buildings? A: Yes.

30

M. Sakamoto,
In Chief.

Q In other words, as far as you can remember or could ascertain, you took lumber prices as they existed at the time that the buildings were built?

A Yes.

Q And you prepared the list? A: Yes.

Q All right.

THE SUB-COMMISSIONER: Any questions, Mr. Rice?

MR. RICE: Yes, one or two.

10

CROSS EXAMINATION BY MR. RICE:

Q That list that you prepared then, did you have a book or any records of what went into the house?

A No, just approximately what went into the house. I am a carpenter by trade.

Q So that you are just guessing then or were when you prepared that list, both as to the quantity and the prices?

A: Yes, it might have been more or it might have been less, but I think it is more.

THE SUB-COMMISSIONER: All right, that is fine, thanks.

MR. VIRTUE: I want to call attention, sir, to the farm appraisal report put in as an exhibit. Under the question, "Roads: Property has direct access to Benson Road." "Is this district a good one? Fairly good, co-operative marketing." "Employment opportunity: Fair, 2 sawmills, brickyard, peat plant." Over on the second page, "Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied: Farm occupied by tenant, land in good condition

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M. Sakamoto,
Discussion.

and well kept." "Noxious weeds: No serious weed condition." Over on the third page, "This is quite a good property and fully developed. However, the soil is a sandy loam over gravel and has apparently suffered either from leaching or from excessive use of chemical fertilizer."

Down at the bottom he gives a list of approximately eight acres of various kinds of crops, and also adds, "Also 70 mixed old fruit trees around house and buildings," and there is no value whatsoever given to that planting. And I call attention to page 4, the superintendent gives the value of the whole property at \$1200.00, although it is assessed for \$3700.00. I won't make any comments about that at this stage. That is all, thank you, sir.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify that the foregoing is a true and accurate transcript of the proceedings herein.

"S. H. HOWARD" Official Reporter.

I hereby certify that the foregoing transcript purports to be an accurate record of the evidence adduced before me.

DEUT. COMMISSIONER.

File No.
5969

DEFENSE BRIEF

Lethbridge, Alta.
Sept. 30, 1948
Case #735

Kojiro SAKAMOTO,
Reg. No. 14130

File No. 5969

Case #735

Case 735
File 5969

REAL PROPERTY CLAIM - Gross

	<u>Gross Claim</u>	<u>Appraisal</u>	<u>Sold for</u>
1.	\$9600.00 Exhibit #1	\$2089.00 re Soldiers Settlement Board	\$2051.00 re Director Veterans Land Act.

Witnesses:

1. D. Dodding,
Appraiser and
Inspector.
2. R.M. Anderson,
Staff
3. Frank Racey,
tenant,

Submissions:-

1. Comparative figures collected here:-

(a). Purchased by Claimant (p.2, line
22-25) as bushland -

\$1000.00

This was in January 1923 as
Exhibit #3

(b) Improvements by Claimant as
Exhibit #1 - \$2950.00 plus \$8000-
Total Cost of Land & improve-
ments -

10950.00
\$ 11950.00

(c) Fair market value by Claimant

9600.00

all above figures shown on Exhibit #1

(d) Total amount for Buildings as shown
Page 3 of Exhibit #1-

8000.00

(e) In Exhibit #2 the son of Claimant has
given sets of figures to indicate
how the above amounts are arrived at.
See P.9 lines 11-30 inc. and p.20
lines 1-19 inc. of Transcript. The
evidence of the son in these lines
does not impress as having much value
in establishing cost of improvements.
Particularly P.19, lines 23-30 inc.
"just took a guess at it".

(f) In Page 8, lines 2-27 inc. of Transcript
in a letter to Custodian June 1, 1944
it is noted that the Claimant(son) has
stated "I have been offered - - - - -
a number of times before".

3500.00

This indicates that the would-be
purchasers had placed that value
on this Realty. The Claimant(son) also
says in same letter "That piece of land
is worth about \$5000.00 at least".
This letter also states-"I will be
satisfied if I receive \$3500.00 which

5000.00

File No.
5969
Kojiro SAKAMOTO,
Reg. No. 14130

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Case #735

- (f) cont'd.
" I consider is a fair price".
This was said in 1944-
Exhibit #13 is the said letter.
- (g) In November 1947 Claimant places
"Fair market value" - \$9600.00
- (h) Not a fair relation between the
values noted in "F and G".

PERSONAL PROPERTY CLAIM - GROSS-

<u>Gross Claim</u>	<u>Appraisal</u>	<u>Sold for</u>
\$600.00 as itemized in <u>Revised Claim</u>		
Original and Revised Claim <u>the same amount</u>		
<hr/>		
(a) 60.00	Nil	10.70 at Auction
 <u>Witnesses:</u> 1. C. Spencer Pallet Auctioneer. 2. J. Moryson, Staff, 3. S.C. Carlson Staff, 4. R.M. Anderson, Staff,		
(b) 50.00		Declared but not found.
(c) 115.00		No record
(d) 285.00		Abandoned
(e) 90.00		Not accounted for theft etc.
<hr/>		
600.00 as claimed		
<hr/>		

NOTE: - Other Auction sales amount to \$34.30 as shown on
revised Analysis.

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Case #735

- Submissions:-
1. It is noted that Carlson and Anderson(staff) state on their Inventory of chattels in respect to them " appraisal value \$120.00 ".
 2. Jack Moryson (Staff) states "mostly all junk" on memo April 14, 1944.
 3. The main items of chattels as shown Exhibit #1 Page 5 are Brooder stoves and Incubators. These, according to the record, were "abandoned" as letter Sept.29/44 referred to on Exhibit #9.
 4. J.P.- Exhibit #11- states "A. Knowlson, Pitt Meadows, B.C. will have custody of above named property".
 5. Analysis of revised Claim - to be filed.

BRD/DD

December 14, 1948

File No.
5969
Kojiro SAKAMOTO,
Reg. No. 14130

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Case #735

Summary of Defense Witnesses	Where required	Summary of Documents to be filed	Witness proving same.
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D. Dodding

Appraisal
Real Property,

R.M. Anderson
Staff,

re Real property

Frank Racey
Tenant,

Real Property

C. Spencer Pallot,

Auctioneer
Chattels

J. Moryson
Staff

Chattels

S.C. Carlson

"

R.M. Anderson

"

Analysis of
revised
chattels

BED/DD

December 14, 1948

Name of Claimant **SAKAKITO, Kojiro**Case **738**Custodian File **9969**

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices	Sale Price	Total Award 125% of all Sale Prices		
						% of Total	Amount		% of Total	
					2031.					1747.62
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price		
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
60.00	10.70	3.21	46%	140.00	60.40			30.00	67.61	
TOTAL RECOMMENDATION										1865.23

CLAIM NO. 735 - Hajiro SAKAMOTO

This claim is made in respect of a parcel of farm land and certain chattel property, the major items of which are certain incubators, incorporated in which were coal-oil burning brooder stoves. Counsel have agreed upon the application of the over-all recommendation related to the real property and, being unable to agree on the chattel property, have referred the same to me.

Goods for which the claimant claims \$60.00 are shown to have been sold at \$10.70. The remaining goods, for which a claim of \$540.00 is made, are shown by the Custodian as follows:

Goods declared but not found	- \$ 50.00
Goods neither declared nor found	- 115.00
Abandoned goods including incubators and brooder stoves	- 285.00
Goods lost	- <u>90.00</u>
	\$540.00

In my opinion the proportion of sales to the total claim for chattel property is so small that it would not be just to the claimant to apply the particular ratio. I THEREFORE DIRECT that the over-all ratio of 46% shall apply. I consider that the claimant is entitled to recover on the basis of the over-all recommendation for the goods which are declared and not found, as well as the goods which are shown as lost, either by theft or otherwise, that is to say, - goods of a total value of \$140.00.

I REJECT the claim for \$115.00, since these goods were not reported to the Custodian by the claimant, either in his J.P.form or otherwise, and were not found by the Custodian.

There remain the incubators and brooder stoves which were abandoned by the Custodian as valueless. There is ample evidence before me to establish the fact that goods of this type were unsaleable subsequent to the evacuation of persons of the Japanese race from the protected area, due to the fact

that new types of incubators and brooder stoves had been introduced on the market at that time, which were so much superior to the old type articles that the latter were not marketable.

In these circumstances I consider that the Custodian was justified in abandoning these goods as unsaleable. However, I assume that these articles had some value to the claimant, notwithstanding the fact that they were unsaleable. I therefore put a value on these goods of \$50.00 and RECOMMEND payment of that sum to the claimant, as well as the sum to which he is entitled on the basis of the over-all recommendation applied to the goods valued at \$140.00.

H. I. BIRD

Commissioner.

March 27th 1950.