

7000

Haney, B. C.

FILE No.

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: HIROWATARI, Hideaki

HOME ADDRESS: R. R. #1, 2844-22nd Rd., Haney, B. C.

REGISTRATION NUMBER 13748

SEX: Male

AGE: 17

formerly.....

OCCUPATION: Millhand

(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: formerly - Peter Bain, Lumber Co. Whonnock, B. C.

MARRIED? No

NAME OF WIFE OR HUSBAND: None

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: None

AGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: 2844-22nd Rd., Haney, B. C.

R Municipality of Maple Ridge, The West half of Lot 5 of the S. W. quarter of Sec. 21, Township 12, Map 1023 as shown outlined red on Sketch No. 4815 in the District of New Westminster. No. 148162E.

2. BUILDINGS AND OTHER IMPROVEMENTS: 2-storey, 6-room wooden frame house, 2-chicken houses; 1-barn; incubator house; 2-brooder houses; 1-woodshed; garage; 1-shack.

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

4. TAXES (Amount and where payable) \$37.26 paid 1941 payable Town Hall Haney, B. C.

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

None

6. OCCUPANCY AND LEASES (If vacant so state) Owner and father (family)

Declarant will try and lease house otherwise the key will be

left to Custodian upon he and family's evacuation.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: None
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None "Joint Tenants" with brother Toshikuni Hirose
9. IF FARM LAND STATE CROPS SOWN None 2 acres strawberries; 1/2 acre raspberries; 1/2 acre potatoes; 1/2 acre garden vegetables. 1/2 acre and 1/4 of fruit trees.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: None

2. LANDLORD'S NAME AND ADDRESS: None

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: None

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS: None

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

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) _____
None

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None \$1,000.00 Sun Life Ass. Co. of Can.

Vancouver, B.C. beneficiary-Yu Hirowatari (mother) Policy # 2260168 in
owner's possession.

10. INTEREST IN ANY ESTATES OR TRUSTS: _____
None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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

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

Dated this 30th day of April 1942.

(Signature) Yu Hirowatari

W. Williams
Witness

FOR DEPARTMENTAL USE _____

HANEY, B. C.
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: HIROWATARI, Iso

HOME ADDRESS: 2844-2nd-A 2844-22nd Rd., N. R. #1, Haney, B. C.

REGISTRATION NUMBER 14036 SEX: Male AGE: 55

OCCUPATION: Farmer.

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

EMPLOYER: "Self"

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Yu 7/27

ADDRESS OF WIFE OR HUSBAND: 2844-22nd Rd., Haney, B. C.

NAMES OF ANY LIVING CHILDREN: Toshikuni(M); Hideaki(M); Fusayo(F);
Satoru(M); Momoya(M) Tomiye(F); Masaharu(M).

ADDRESS OF CHILDREN: 2844-22nd Rd., Haney, B. C.

AGE OF CHILDREN: 19; 17; 16; 14; 12; 9 and 7 years respectively.

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

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS: None

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

4. TAXES (Amount and where payable) None

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

6. OCCUPANCY AND LEASES (If vacant so state) None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 2844-22nd Rd., Haney, B. C.

Living sons' farm (Toshikuni & Hideaki) 7000 x 7100

2. LANDLORD'S NAME AND ADDRESS: None

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None

None

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None

None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

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

10 chairs; 1-kitchen range; 1-heater; 1-gramophone; 4-tables;

5-beds; kitchen utensils; At 2844 - 22nd Rd., Haney, B. C.

8. In the incubator house at the same address - 2 incubators;

8-brooder stoves; 1-elevator; & nos. of farm implements (chairs)

5. Add 5/12/45. 45/46. 46/47. 47/48. 48/49. 49/50. 50/51. 51/52. 52/53. 53/54. 54/55. 55/56. 56/57. 57/58. 58/59. 59/60. 60/61. 61/62. 62/63. 63/64. 64/65. 65/66. 66/67. 67/68. 68/69. 69/70. 70/71. 71/72. 72/73. 73/74. 74/75. 75/76. 76/77. 77/78. 78/79. 79/80. 80/81. 81/82. 82/83. 83/84. 84/85. 85/86. 86/87. 87/88. 88/89. 89/90. 90/91. 91/92. 92/93. 93/94. 94/95. 95/96. 96/97. 97/98. 98/99. 99/100. 100/101. 101/102. 102/103. 103/104. 104/105. 105/106. 106/107. 107/108. 108/109. 109/110. 110/111. 111/112. 112/113. 113/114. 114/115. 115/116. 116/117. 117/118. 118/119. 119/120. 120/121. 121/122. 122/123. 123/124. 124/125. 125/126. 126/127. 127/128. 128/129. 129/130. 130/131. 131/132. 132/133. 133/134. 134/135. 135/136. 136/137. 137/138. 138/139. 139/140. 140/141. 141/142. 142/143. 143/144. 144/145. 145/146. 146/147. 147/148. 148/149. 149/150. 150/151. 151/152. 152/153. 153/154. 154/155. 155/156. 156/157. 157/158. 158/159. 159/160. 160/161. 161/162. 162/163. 163/164. 164/165. 165/166. 166/167. 167/168. 168/169. 169/170. 170/171. 171/172. 172/173. 173/174. 174/175. 175/176. 176/177. 177/178. 178/179. 179/180. 180/181. 181/182. 182/183. 183/184. 184/185. 185/186. 186/187. 187/188. 188/189. 189/190. 190/191. 191/192. 192/193. 193/194. 194/195. 195/196. 196/197. 197/198. 198/199. 199/200. 200/201. 201/202. 202/203. 203/204. 204/205. 205/206. 206/207. 207/208. 208/209. 209/210. 210/211. 211/212. 212/213. 213/214. 214/215. 215/216. 216/217. 217/218. 218/219. 219/220. 220/221. 221/222. 222/223. 223/224. 224/225. 225/226. 226/227. 227/228. 228/229. 229/230. 230/231. 231/232. 232/233. 233/234. 234/235. 235/236. 236/237. 237/238. 238/239. 239/240. 240/241. 241/242. 242/243. 243/244. 244/245. 245/246. 246/247. 247/248. 248/249. 249/250. 250/251. 251/252. 252/253. 253/254. 254/255. 255/256. 256/257. 257/258. 258/259. 259/260. 260/261. 261/262. 262/263. 263/264. 264/265. 265/266. 266/267. 267/268. 268/269. 269/270. 270/271. 271/272. 272/273. 273/274. 274/275. 275/276. 276/277. 277/278. 278/279. 279/280. 280/281. 281/282. 282/283. 283/284. 284/285. 285/286. 286/287. 287/288. 288/289. 289/290. 290/291. 291/292. 292/293. 293/294. 294/295. 295/296. 296/297. 297/298. 298/299. 299/300. 300/301. 301/302. 302/303. 303/304. 304/305. 305/306. 306/307. 307/308. 308/309. 309/310. 310/311. 311/312. 312/313. 313/314. 314/315. 315/316. 316/317. 317/318. 318/319. 319/320. 320/321. 321/322. 322/323. 323/324. 324/325. 325/326. 326/327. 327/328. 328/329. 329/330. 330/331. 331/332. 332/333. 333/334. 334/335. 335/336. 336/337. 337/338. 338/339. 339/340. 340/341. 341/342. 342/343. 343/344. 344/345. 345/346. 346/347. 347/348. 348/349. 349/350. 350/351. 351/352. 352/353. 353/354. 354/355. 355/356. 356/357. 357/358. 358/359. 359/360. 360/361. 361/362. 362/363. 363/364. 364/365. 365/366. 366/367. 367/368. 368/369. 369/370. 370/371. 371/372. 372/373. 373/374. 374/375. 375/376. 376/377. 377/378. 378/379. 379/380. 380/381. 381/382. 382/383. 383/384. 384/385. 385/386. 386/387. 387/388. 388/389. 389/390. 390/391. 391/392. 392/393. 393/394. 394/395. 395/396. 396/397. 397/398. 398/399. 399/400. 400/401. 401/402. 402/403. 403/404. 404/405. 405/406. 406/407. 407/408. 408/409. 409/410. 410/411. 411/412. 412/413. 413/414. 414/415. 415/416. 416/417. 417/418. 418/419. 419/420. 420/421. 421/422. 422/423. 423/424. 424/425. 425/426. 426/427. 427/428. 428/429. 429/430. 430/431. 431/432. 432/433. 433/434. 434/435. 435/436. 436/437. 437/438. 438/439. 439/440. 440/441. 441/442. 442/443. 443/444. 444/445. 445/446. 446/447. 447/448. 448/449. 449/450. 450/451. 451/452. 452/453. 453/454. 454/455. 455/456. 456/457. 457/458. 458/459. 459/460. 460/461. 461/462. 462/463. 463/464. 464/465. 465/466. 466/467. 467/468. 468/469. 469/470. 470/471. 471/472. 472/473. 473/474. 474/475. 475/476. 476/477. 477/478. 478/479. 479/480. 480/481. 481/482. 482/483. 483/484. 484/485. 485/486. 486/487. 487/488. 488/489. 489/490. 490/491. 491/492. 492/493. 493/494. 494/495. 495/496. 496/497. 497/498. 498/499. 499/500. 500/501. 501/502. 502/503. 503/504. 504/505. 505/506. 506/507. 507/508. 508/509. 509/510. 510/511. 511/512. 512/513. 513/514. 514/515. 515/516. 516/517. 517/518. 518/519. 519/520. 520/521. 521/522. 522/523. 523/524. 524/525. 525/526. 526/527. 527/528. 528/529. 529/530. 530/531. 531/532. 532/533. 533/534. 534/535. 535/536. 536/537. 537/538. 538/539. 539/540. 540/541. 541/542. 542/543. 543/544. 544/545. 545/546. 546/547. 547/548. 548/549. 549/550. 550/551. 551/552. 552/553. 553/554. 554/555. 555/556. 556/557. 557/558. 558/559. 559/560. 560/561. 561/562. 562/563. 563/564. 564/565. 565/566. 566/567. 567/568. 568/569. 569/570. 570/571. 571/572. 572/573. 573/574. 574/575. 575/576. 576/577. 577/578. 578/579. 579/580. 580/581. 581/582. 582/583. 583/584. 584/585. 585/586. 586/587. 587/588. 588/589. 589/590. 590/591. 591/592. 592/593. 593/594. 594/595. 595/596. 596/597. 597/598. 598/599. 599/600. 600/601. 601/602. 602/603. 603/604. 604/605. 605/606. 606/607. 607/608. 608/609. 609/610. 610/611. 611/612. 612/613. 613/614. 614/615. 615/616. 616/617. 617/618. 618/619. 619/620. 620/621. 621/622. 622/623. 623/624. 624/625. 625/626. 626/627. 627/628. 628/629. 629/630. 630/631. 631/632. 632/633. 633/634. 634/635. 635/636. 636/637. 637/638. 638/639. 639/640. 640/641. 641/642. 642/643. 643/644. 644/645. 645/646. 646/647. 647/648. 648/649. 649/650. 650/651. 651/652. 652/653. 653/654. 654/655. 655/656. 656/657. 657/658. 658/659. 659/660. 660/661. 661/662. 662/663. 663/664. 664/665. 665/666. 666/667. 667/668. 668/669. 669/670. 670/671. 671/672. 672/673. 673/674. 674/675. 675/676. 676/677. 677/678. 678/679. 679/680. 680/681. 681/682. 682/683. 683/684. 684/685. 685/686. 686/687. 687/688. 688/689. 689/690. 690/691. 691/692. 692/693. 693/694. 694/695. 695/696. 696/697. 697/698. 698/699. 699/700. 700/701. 701/702. 702/703. 703/704. 704/705. 705/706. 706/707. 707/708. 708/709. 709/710. 710/711. 711/712. 712/713. 713/714. 714/715. 715/716. 716/717. 717/718. 718/719. 719/720. 720/721. 721/722. 722/723. 723/724. 724/725. 725/726. 726/727. 727/728. 728/729. 729/730. 730/731. 731/732. 732/733. 733/734. 734/735. 735/736. 736/737. 737/738. 738/739. 739/740. 740/741. 741/742. 742/743. 743/744. 744/745. 745/746. 746/747. 747/748. 748/749. 749/750. 750/751. 751/752. 752/753. 753/754. 754/755. 755/756. 756/757. 757/758. 758/759. 759/760. 760/761. 761/762. 762/763. 763/764. 764/765. 765/766. 766/767. 767/768. 768/769. 769/770. 770/771. 771/772. 772/773. 773/774. 774/775. 775/776. 776/777. 777/778. 778/779. 779/780. 780/781. 781/782. 782/783. 783/784. 784/785. 785/786. 786/787. 787/788. 788/789. 789/790. 790/791. 791/792. 792/793. 793/794. 794/795. 795/796. 796/797. 797/798. 798/799. 799/800. 800/801. 801/802. 802/803. 803/804. 804/805. 805/806. 806/807. 807/808. 808/809. 809/810. 810/811. 811/812. 812/813. 813/814. 814/815. 815/816. 816/817. 817/818. 818/819. 819/820. 820/821. 821/822. 822/823. 823/824. 824/825. 825/826. 826/827. 827/828. 828/829. 829/830. 830/831. 831/832. 832/833. 833/834. 834/835. 835/836. 836/837. 837/838. 838/839. 839/840. 840/841. 841/842. 842/843. 843/844. 844/845. 845/846. 846/847. 847/848. 848/849. 849/850. 850/851. 851/852. 852/853. 853/854. 854/855. 855/856. 856/857. 857/858. 858/859. 859/860. 860/861. 861/862. 862/863. 863/864. 864/865. 865/866. 866/867. 867/868. 868/869. 869/870. 870/871. 871/872. 872/873. 873/874. 874/875. 875/876. 876/877. 877/878. 878/879. 879/880. 880/881. 881/882. 882/883. 883/884. 884/885. 885/886. 886/887. 887/888. 888/889. 889/890. 890/891. 891/892. 892/893. 893/894. 894/895. 895/896. 896/897. 897/898. 898/899. 899/900. 900/901. 901/902. 902/903. 903/904. 904/905. 905/906. 906/907. 907/908. 908/909. 909/910. 910/911. 911/912. 912/913. 913/914. 914/915. 915/916. 916/917. 917/918. 918/919. 919/920. 920/921. 921/922. 922/923. 923/924. 924/925. 925/926. 926/927. 927/928. 928/929. 929/930. 930/931. 931/932. 932/933. 933/934. 934/935. 935/936. 936/937. 937/938. 938/939. 939/940. 940/941. 941/942. 942/943. 943/944. 944/945. 945/946. 946/947. 947/948. 948/949. 949/950. 950/951. 951/952. 952/953. 953/954. 954/955. 955/956. 956/957. 957/958. 958/959. 959/960. 960/961. 961/962. 962/963. 963/964. 964/965. 965/966. 966/967. 967/968. 968/969. 969/970. 970/971. 971/972. 972/973. 973/974. 974/975. 975/976. 976/977. 977/978. 978/979. 979/980. 980/981. 981/982. 982/983. 983/984. 984/985. 985/986. 986/987. 987/988. 988/989. 989/990. 990/991. 991/992. 992/993. 993/994. 994/995. 995/996. 996/997. 997/998. 998/999. 999/1000. 1000/1001. 1001/1002. 1002/1003. 1003/1004. 1004/1005. 1005/1006. 1006/1007. 1007/1008. 1008/1009. 1009/1010. 1010/1011. 1011/1012. 1012/1013. 1013/1014. 1014/1015. 1015/1016. 1016/1017. 1017/1018. 1018/1019. 1019/1020. 1020/1021. 1021/1022. 1022/1023. 1023/1024. 1024/1025. 1025/1026. 1026/1027. 1027/1028. 1028/1029. 1029/1030. 1030/1031. 1031/1032. 1032/1033. 1033/1034. 1034/1035. 1035/1036. 1036/1037. 1037/1038. 1038/1039. 1039/1040. 1040/1041. 1041/1042. 1042/1043. 1043/1044. 1044/1045. 1045/1046. 1046/1047. 1047/1048. 1048/1049. 1049/1050. 1050/1051. 1051/1052. 1052/1053. 1053/1054. 1054/1055. 1055/1056. 1056/1057. 1057/1058. 1058/1059. 1059/1060. 1060/1061. 1061/1062. 1062/1063. 1063/1064. 1064/1065. 1065/1066. 1066/1067. 1067/1068. 1068/1069. 1069/1070. 1070/1071. 1071/1072. 1072/1073. 1073/1074. 1074/1075. 1075/1076. 1076/1077. 1077/1078. 1078/1079. 1079/1080. 1080/1081. 1081/1082. 1082/1083. 1083/1084. 1084/1085. 1085/1086. 1086/1087. 1087/1088. 1088/1089. 1089/1090. 1090/1091. 1091/1092. 1092/1093. 1093/1094. 1094/1095. 1095/1096. 1096/1097. 1097/1098. 1098/1099. 1099/1100. 1100/1101. 1101/1102. 1102/1103. 1103/1104. 1104/1105. 1105/1106. 1106/1107. 1107/1108. 1108/1109. 1109/1110. 1110/1111. 1111/1112. 1112/1113. 1113/1114. 1114/1115. 1115/1116. 1116/1117. 1117/1118. 1118/1119. 1119/1120. 1120/1121. 1121/1122. 1122/1123. 1123/1124. 1124/1125. 1125/1126. 1126/1127. 1127/1128. 1128/1129. 1129/1130. 1130/1131. 1131/1132. 1132/1133. 1133/1134. 1134/1135. 1135/1136. 1136/1137. 1137/1138. 1138/1139. 1139/1140. 1140/1141. 1141/1142. 1142/1143. 1143/1144. 1144/1145. 1145/1146. 1146/1147. 1147/1148. 1148/1149. 1149/1150. 1150/1151. 1151/1152. 1152/1153. 1153/1154. 1154/1155. 1155/1156. 1156/1157. 1157/1158. 1158/1159. 1159/1160. 1160/1161. 1161/1162. 1162/1163. 1163/1164. 1164/1165. 1165/1166. 1166/1167. 1167/1168. 1168/1169. 1169/1170. 1170/1171. 1171/1172. 1172/1173. 1173/1174. 1174/1175. 1175/1176. 1176/1177. 1177/1178. 1178/1179. 1179/1180. 1180/1181. 1181/1182. 1182/1183. 1183/1184. 1184/1185. 1185/1186. 1186/1187. 1187/1188. 1188/1189. 1189/1190. 1190/1191. 1191/1192. 1192/1193. 1193/1194. 1194/1195. 1195/1196. 1196/1197. 1197/1198. 1198/1199. 1199/1200. 1200/1201. 1201/1202. 1202/1203. 1203/1204. 1204/1205. 1205/1206. 1206/1207. 1207/1208. 1208/1209. 1209/1210. 1210/1211. 1211/1212. 1212/1213. 1213/1214. 1214/1215. 1215/1216. 1216/1217. 1217/1218. 1218/1219. 1219/1220. 1220/1221. 1221/1222. 1222/1223. 1223/1224. 1224/1225. 1225/1226. 1226/1227. 1227/1228. 1228/1229. 1229/1230. 1230/1231. 1231/1232. 1232/1233. 1233/1234. 1234/1235. 1235/1236. 1236/1237. 1237/1238. 1238/1239. 1239/1240. 1240/1241. 1241/1242. 1242/1243. 1243/1244. 1244/1245. 1245/1246. 1246/1247. 1247/1248. 1248/1249. 1249/1250. 1250/1251. 1251/1252. 1252/1253. 1253/1254. 1254/1255. 1255/1256. 1256/1257. 1257/1258. 1258/1259. 1259/1260. 1260/1261. 1261/1262. 1262/1263. 1263/1264. 1264/1265. 1265/1266. 1266/1267. 1267/1268. 1268/1269. 1269/1270. 1270/1271. 1271/1272. 1272/1273. 1273/1274. 1274/1275. 1275/1276. 1276/1277. 127

4. INSURANCE CARRIED ON ABOVE PROPERTY: None
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
1-\$50.00 Victory Bond - in owner's possession.
\$6.00 Equity in Maple Ridge Coop house & other income.
8. BANK ACCOUNTS: None
9. LIFE INSURANCE: \$1,000.00 Manufacturers Life Ins. Co., - Vanc'r, B.C.
beneficiary-Yu(wife) Policy # 519242 in owner's possession.
10. INTEREST IN ANY ESTATES OR TRUSTS: None
11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None
2. TRADE DEBTS: None

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

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

Dated this 30th day of April 1942.

(Signature)

U. Niromatari

U.S.O.

J.T. Williams
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date February 22nd, 1943

✓
Full Name HIROWATARI, Hideaki
(Surname in Block Letters)

Registration No. 13748

✓
Male - Female
(check)

Age Aug. 14 / 1924

Former Address

R.R. #1, Hailey, B.C.

✓
Date Evacuated

Oct 12, 1942

✓
Naturalized - Canadian-Born - National
(check)

Present Address

Tashme, B.C.

✓
Married - Single
(check)

Name of Wife

Name of Husband

Name of Mother

^{nee}
TSUJI, Yori - 12284

Name of Father

Usa - 14036

Names of Children under 16

Our File No. 7000

Registered with Custodian
(yes or no)

Yes

Requested By K. Turner

Additional Information

Millhand

65/17

MINOWATARI, Hiroshi

(See also File 7001)

[illegible]

FIRE INSURANCE SUMMARY

File Nos. 7000 and 7001.

Hideaki KINOWATARI - Reg. No. 13748.
Toshikuni KINOWATARI - Reg. No. 07361.

Both of the above named Japanese declared on their respective JP Forms, signed 30th April, 1942, that they carried no Fire Insurance.

However, the Custodian placed a Policy in the Merchants Marine Insurance Co., Ltd., No. 282079 - \$1,000.00, covering on the dwelling. This was dated January 13th, 1943, Premium - \$9.00, which was paid out of the Joint Account of Hideaki KINOWATARI and Toshikuni KINOWATARI. The premium was later returned to them by The Director, The Veterans' Land Act.

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

March 27th, 1946.


D. A. CRAMER.

DAC:JS

LIABILITY SUMMARY

File Nos. 7000 and 7001.

Nideaki HIRAWATARI - Reg. No. 13748.
Toshikuni HIRAWATARI - Reg. No. 07361.

The above named Japanese declared on their JP Forms,
dated 30th April, 1942, that they had no Personal or Trade
Debts, and we can find no evidence of any claims having been
filed against either of them.

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

March 27th, 1946.


D. A. CRAMER.

DAG:JS

PERSONAL PROPERTY SUMMARY

File No. 7000

24th June, 1946.

Re: Hideaki HIROWATARI - Reg. No. 13784

The above Japanese declared a \$1000.00 Sun Life Assurance Company policy. This was not brought under control by the Custodian.

The only other personal property assets revealed on this file is the sale of a rural route mail box, which was sold through the Postal authorities for the sum of \$2.00. This sum was credited to the joint account of the above Japanese and his brother, Toshikuni, and which was distributed equally at the request of his brother.

This file reveals no other personal property assets.

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

24th June, 1946.
WEA:HA

W.E. Ransom

REAL PROPERTY SUMMARY

JAPANESE NAMES: Hideaki HIROWATARI Reg. No. 13748 File No. 7000.
Toshikuni HIROWATARI " " 07361 " " 7001.

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act.
BC/30-P First Offer.

PROPERTY ADDRESS: R.R. No. 1, 2844 - 22nd Road, Haney, B. C.

LEGAL DESCRIPTION: The West half of Lot 5 of the South West quarter of Section 21,
Township 12, Map 1023 as shown outlined Red on Sketch No. 4815,
Municipality of Maple Ridge, D. N. W.

TITLE: Registered in the names of Hideaki HIROWATARI and Toshikuni HIROWATARI
"Joint Tenants".

ENCUMBRANCES: None registered. No indication of any unregistered charges.
Vesting Order filed No. 25154, dated December 14th, 1942.

ASSESSED VALUE: Land - \$ 750.00
Improvements - \$1500.00 - \$2250.00. Taxes - \$40.95.

CLASSIFICATION: This is a small Fruit and Vegetable Farm with Dwelling and out-houses.
According to the Owners' JP Forms, signed 30th April, 1942, and the
Assessment Roll, this property had an area of 8.25 acres, planted
to the following crops: 2 acres strawberries, 1½ acres raspberries,
½ acre potatoes, ½ acre garden vegetables, 1½ acres fruit trees.
1 - 2 storey 6 room dwelling, 2 chicken houses, 1 barn, 1 incubator
house, 2 brooder houses, 1 woodshed, 1 garage, 1 shack.

HISTORY OF ADMINISTRATION: This property was occupied by Hideaki HIROWATARI until 29th August,
1942, at which time a lease between Toshikuni HIROWATARI and Hideaki
HIROWATARI and Harry Gee was drawn up leasing the property from the
1st September, 1942 to 1st November, 1943, Subject to the approval
of the Government of the Dominion of Canada.
Consideration being a rent equal to the taxes and the cost of
insurance of the buildings.
The Custodian did not consider that this was an equitable lease
refusing to approve of same. Therefore the property remained vacant
until it was leased by the Custodian on March 8th, 1943, to Annie
Ernewin. Term - 11½ months from 15th February, 1943, to 31st January,
1944. Consideration \$120.00 paid February 16th, 1943.
Buildings included, space reserved for storing chattels.

Lease handed to The Director, The Veterans' Land Act, 6th August, 1943

SOLD: To The Director, The Veterans' Land Act for \$1,650.00 as at 1st
January, 1943.
Approval of Advisory Committee - 1st June, 1943.

1943.

Page 2.

File Nos. 7000 and 7001.

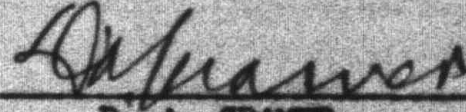
Funds released to the credit of Hideaki HIROWATARI and Toshikuni HIROWATARI, as at 10th May, 1944, against which were charges for Registration Fees - \$3.00, Legal Fees - \$15.00, leaving a net credit of \$1,632.00 from said transaction.

In view of the 1943 rents having been collected by the Custodian, a cheque for \$120.00, covering same, was paid November 17th, 1943, to The Director, The Veterans' Land Act.

Certificate of Title No. 169950-E in the name of The Director, The Veterans' Land Act.

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

March 27th, 1946.


D. A. CRAMER.

DAC:JS

NAME HIROWATARI, Uso

REGISTRATION NO. 14036

FILE NO. 6956

The following chattels were sold by public
auction at Haney, B.C. on Dec. 5, 1945 - Jan. 25, 1946.

Tools	\$ 4.75	4/12
Sundries	0.10	
Crosscut saw	4.75	
Coal brooder	1.00	
Horse cultivator	4.00	
Scales	2.00	
3 large incubators	3.75	
3 small incubators	0.25	
Pressure tank	0.50	
Electric brooder	11.00	

Total		\$22.10
(Auctioneer's Fee: \$3.21		
Less Expenses: (Advertising: \$1.16		\$ 9.52
(Moving: \$5.15		
Net Proceeds Credited:		\$22.58

Members of Custodian Staff Present. Mr. Moryson.

Extracted from Auctioneering List No. Haney 18.

Remarks:

BC-30-P
BC-1551-B

BC/30-P
BC/1551-B

Page 1

S.S. Form No. 40
(Sheet 1)

Farm Appraisal Report

File No. JL-213

Land Description $\frac{1}{2}$ of Lot 5, of S.W. $\frac{1}{4}$ of Sec. 21, Tp. 12, Map 1023.

Containing 8.30 Acres

Owner's Name T. & H. HIROWATARI

Post Office Address Haney, B.C.

Nearest Rail Point Haney, B.C.

Distance $1\frac{1}{2}$ miles

Market Town New Westminster, also local facilities

Distance 24 "

Church (give denomination) Haney - all denominations

Distance $1\frac{1}{2}$ "

Nearest School Haney

Distance $1\frac{1}{2}$ "

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.

Has direct access to Road No. 22, fair gravel road.

Is this district a good one? Yes, fairly good; co-operative marketing.

Employment opportunity Limited - 2 sawmills; brick yard; peat plant, about 6 miles.

predominating Nationality and religion: Immediate vicinity - Japanese.

Describe Fencing and its condition: Fenced on East side.

Value \$

Water supply: Domestic supply from well.

Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	30 x 30	Frame	1 st.	Shgl.	20	Cement	Fair	\$ 800.00
Han House	18 x 75	"	1 "	Shks.	15	Wood	Poor	200.00
Han House	21 x 62	"	2 "	"	12	"	Fair	275.00
saw Shed	18 x 20	"	1 "	"	15	"	Poor	50.00
"	45 x 45	Frame & Post	1 "	"	15	"	"	75.00
"	15 x 20	Frame	1 "	"	15	"	"	20.00
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

Total present day value \$ 1420.00

Total Value Buildings add to farm

\$ 985.00

Is dwelling habitable without repairs? Yes.

Describe repairs needed to make buildings serviceable and give approximate cost of same.

Buildings generally poor structures, but serviceable.

Describe the basement and chimneys: Full basement, 2' concrete walls-no floor.
Brick chimney to ground.

No. rooms downstairs? 4 Upstairs? How finished Wood.

Are buildings painted? None. Condition of paint -

Distance from nearest bush Approximately 300 yards.

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

Cultivated Land

BC/30-P
BC/1551-B Page 2

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
7.65	Level ^{7.65}	Clay loam 12" to 18"	Clay	Small fruit & sod	90.00	688.50
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
.65	Level ^{.65} ₅₃₀	Clay lm. 12"-18"	Clay	Scrub - bush - a few large stumps	75.00 to \$125.00	10.00
Area Unsuitable for Cultivation.						
CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE	

Total value of Land \$ 695.00

Total added by buildings to value of farm \$ 985.00

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

Total value of farm \$ 1680.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Farm occupied by owner-indications are that little actual land operations
have been carried out this year.

What is the average yield per acre of this farm?

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

Noxious weeds:

Couch grass appears to be main weed of any consequence, and this not serious.
State type of family recommended for this property:

How soon can a settler be reasonably expected to begin paying full annual instalments.

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

Maple Ridge Municipal Assessment.

Assessed - Improvements - \$1500.00
Land - \$ 750.00 - 1942 Taxes - \$40.95.

Date: June 5th, 1942.

Place: New Westminster, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 4th day of June 1942.

Inspector's Signature

"D. DODDING"

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

JL-213 - HIROWATARI,
T. & H.

Farm Appraisal Report

Remarks:

This is a fair small holding and I believe is capable of a much greater production than there is indication of this year. Much of the land has gone to sod of poor quality. There is a considerable acreage in strawberries, but these are in poor condition and range from new plantings to old plants now past useful production.

The buildings are generally poor type of structures and while they are serviceable, several of them cannot be considered assets to the property as they have about served their useful period of life, and appear to have been carried with a minimum of repairs.

(FOR ORCHARD LANDS ONLY)

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

Nil

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

Nil

ORCHARDS, SMALL FRUITS, ETC.

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

Present Value

Strawberries - very poor -	2.81 acs.	\$
Raspberries - " "	.80 "	\$
Sod, old fruit trees,		\$
& buildings	4.04	\$
	<u>7.65</u>	\$
Bush - arable if cleared -	.66	\$
	<u>8.30</u>	\$

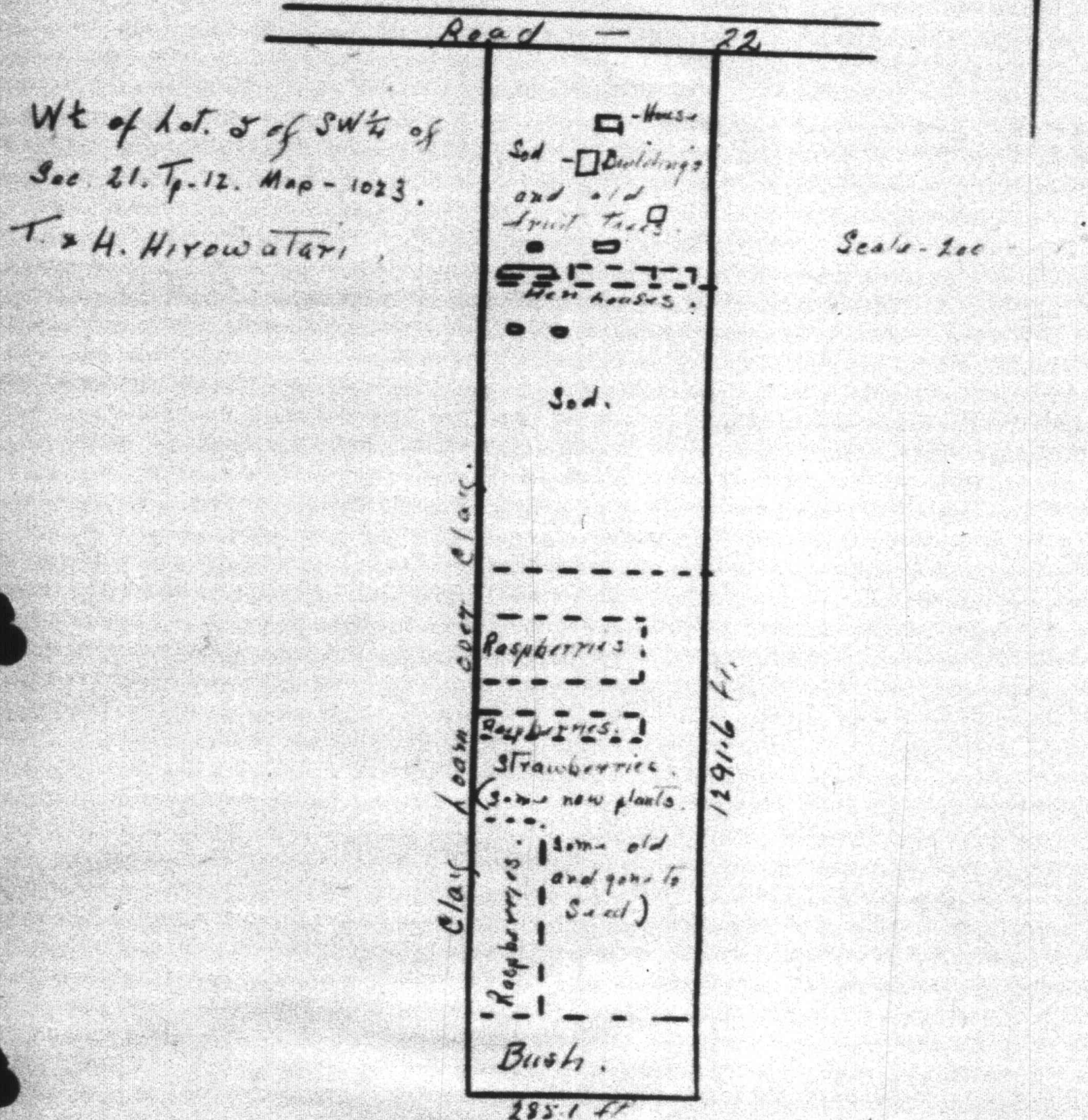
Also:

About 50 fruit trees planted around buildings.

Total \$

Amount fruit trees add to value of farm \$

Diagram of Property



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

value is \$ 1600.00

Date 9th June 1942.

"I.T. BARNET"

District Superintendent.

Extract from Lease.

Lease No. 317.

Files Nos. 7001 & 7000.

Lessor: The Secretary of State. (Hideoki & Toshikune HIROWATARI)

Lessee: Annie ERNEWIN.

Date: 8th March, 1943.

Term: 11½ months from 15th February, 1943 to 31st January, 1944.

Consideration: \$120.00 paid February 16th, 1943. No Taxes.

Property:

Land: The W.½ of Lot 5 of S.W.¼ of Section 21, Tp.12, outlined red on Sketch 4815. C. of T. 148162 E. (2844-22nd Ave., Haney) Municipality of Maple Ridge.

Buildings: Included. Space reserved for storing chattels.

Chattels: Not included.

Lease handed S.S.B. 6/8/43.

624/17

File Nos. 7000,7001

January 13th, 1943.

MEMORANDUM

TO: SOLDIER SETTLEMENT OF CANADA

FROM: MR. ANDERSON

Re: Hideaki and Toshikuni HIROWATARI

Please be advised that the lease drawn between the subject Japanese and Harry Gee on August 29th is now cancelled and we wish to advise that Harry Gee is no longer interested in the property.

WRA/EM

C
O
P
Y

THE MERCHANTS' MARINE INSURANCE
COMPANY LIMITED

of London, England
Vancouver, B. C.

January 21, 1943.

Office of the Custodian,
Japanese Evacuation Section,
Royal Bank Building,
Vancouver.

7000

Dear Sirs: Re: Merchants' Marine Insurance Policy 282016 --
 The Secretary of State, in His Capacity as
 Custodian.

We recently wrote and forwarded to your office the
above mentioned insurance policy, which covers on various Japanese
properties in this Province.

The Merchants' Marine Insurance Company has requested
us to provide them with a serial number for each property, which we
understand you assign to each property. If such serial numbers are
available, we would appreciate receiving this information.

Yours very truly,

BLACK GAVIN & CO. LTD.

"H. D. Gavin"

HDC/EG

Int. 579 6946
1444 6928
7000 6977
7001 6941

11th February, 1943.

Mr. Harry Gee,
455 Keefer Street,
Vancouver, B.C.

Dear Sir:-

I am attaching hereto a copy of our letter to Black,
Gavin & Company Limited of today's date. The contents will be self-
explanatory.

This deletion of coverage under Merchants Marine Policy
No. 282016 has been asked for according to request made by yourself
to this office recently.

Yours very truly,

S.M. Gibson,
Insurance Department

SMG:PM

Enc.

7000
7001

11th February, 1943.

Black, Gavin & Company Ltd.,
693 Hornby Street,
Vancouver, B.C.

Dear Sirs:-

Will you kindly write a policy as from January 13th, 1943, replacing coverage on property as described under Item No. 4 of Merchants Marine Policy No. 282016 - cancelled.

Kindly write the policy in the name of the "Secretary of State of Canada acting in his capacity as Custodian".

Please also attach the following Vacancy Permit:-

"PERMISSION is hereby granted for the property herein insured to remain vacant from time to time, not exceeding 90 days at any one time, without notice and without invalidating the insurance.

All other terms and conditions remain unchanged."

Yours very truly,

S.M. Gibson,
Insurance Department

SMG:FM

FOUNDED 1871

The Merchants' Marine Insurance Company Limited

E.L. MARSHALL
MANAGER
FOR CANADA AND NEWFOUNDLAND

OF LONDON, ENGLAND

HEAD OFFICE FOR CANADA, INSURANCE EXCHANGE, MONTREAL

BLACK, GAVIN & CO., LTD.
MEDICAL-DENTAL BUILDING
693 HORNBY STREET
PACIFIC 9838

VANCOUVER, B.C.

EVACUATION SECTION

FEB 18 1943

No. 7000 & 7001

Referred *Gibson*

February 17, 1943 *just*
3rd

Your file 7000
7001

Attention: Mr. S.M. Gibson

The Custodian,
Japanese Evacuation Section
506 Royal Bank Bldg.
Vancouver.

Dear Sirs:

In accordance with your instructions, we have pleasure in enclosing herewith Merchants' Marine policy 282079, covering \$1000.00 on dwelling, in the name of "The Secretary of State", etc.

Trusting you will find this to be in order, we are,

Yours very truly,

BLACK GAVIN & CO. LTD.

HDG/EG
Enc.

H. D. Gavin

*Pol. covered
& filed*

2000 & 7001

7000
7001

February 22nd, 1943

Messrs. Black, Gavin & Co., Ltd.
Medical-Dental Building,
693 Hornby Street,
Vancouver, B. C.

Dear Sirs:

Re Policy No. 282079
Merchants' Marine

We acknowledge with thanks your letter of
the 17th instant enclosing the above policy.

Please find enclosed our cheque for \$9.00
being payment in full for the premium. Kindly
receipt and return your statement attached.

Yours very truly,

S.M. Gibson
Insurance Department

SMG:KT
Encl.

7000
7001

February 24th, 1943

Mr. Hideaki HIROWATARI
Registration No. 13748
Tashme, B. C.

Dear Sir:

Kindly be advised that we have had
Merchants' Marine Insurance Policy No. 282079
issued covering for \$1,000.00 on your dwelling
situate on W₂ of SW₁ Section 21, Township 12,
Municipality of Maple Ridge, near Haney, B.C.

This replaces the insurance which was
formerly carried by Mr. Harry Gee and which was
cancelled on the cancellation of the lease.

Yours very truly,

S.M. Gibson
Insurance Department

SMG:KT

Received July 7/44

J.L. No. 213

Canada

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

JUN 28 1944

File No. 7000 & 7001
13748 & 07361
Reg. No.

506 Royal Bank Building,
Vancouver, B. C.

Mr. Toshikuni HIROWATARI,
Hunter Siding, B. C.

(Joint Owner: Hidesaki HIROWATARI)

Dear Sir:

Re: Municipality of Maple Ridge - The west half of lot 5 of the south west quarter of Sec. 21, Township 12, Map 1023, as shown outlined red on sketch No. 4815, District of New Westminster, C. of B. 50788.

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

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

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

Sale price of above described property	1,650.00
Add:	
Unexpired insurance premium as at January 1st, 1943	
Less:	
Tax arrears to December 31st, 1942	
Registration fee	3.00
Encumbrance—Principal	
—Interest	3.00
Net proceeds of sale	1,647.00

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

Yours truly,

F. G. SHEARS,
Director.

Hidetsu HIRAWARAI and Toshikuni HIRAWARAI

1943 Debit Credit Balance

Jan 1 Cr. re Sale of Property 1,647.00

Land Registry Office -
Certificate of Encumbrance 1.00

Oct. 28 Sale of Mail-box 2.00

1.00 1,649.00 1,648.00 Cr

7000

5th February, 1946.

Mr. Hideaki HIROWATARI,
Registration No. 13748,
Tashme, B.C.

Dear Sir:

When registering with this office you declared you had a joint interest with your brother, Toshikumi, in property at Maple Ridge. In accordance with the policy of liquidation decided upon by the Canadian Government, this property was sold and the net proceeds from the sale was credited to the joint account in the name of yourself and your brother. Because of the possibility of repatriation, this office is freeing all funds available to the individual personal accounts, and in your case, to divide the funds in the joint account to your personal accounts.

In view of the fact that neither of you made claim to be the owner of any particular proportion of the property, you no doubt both are entitled to an equal share in the proceeds. However, we would appreciate your advising us as soon as possible regarding this.

A similar letter is being written to your brother today.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA

C O P Y for file No. 7000

Camp 5 C.
Kapuskasing, Ont.
June 5, 1946.

W.E. Anderson

Dear Sir:

Receiving your letter of the June 1/46.

As you know my fund of the property which is held at your office now was sold for \$1600.50, which I got the notice some time ago and still have the letter saying of the sold property.

You want to know the proportion of my share which is exactly half ($\frac{1}{2}$) which the property was sold for.

I am figuring on leaving this camp around middle of this month so please send me my half ($\frac{1}{2}$) of the fund right away please.

Yours sincerely,

"T. Hirowatari"

7001

REGISTERED

13th June, 1946.

Mr. Toshihumi HIROWATARI,
Registration No. 07361,
Camp 5 C,
Kapuskasing, Ontario.

Dear Sir:

We wish to acknowledge your letter of the 5th June, and we take this opportunity of giving you a brief summary of our administration of your affairs.

When registering with this office, you declared that you and your brother, Hideaki, jointly owned property at Haney. This property at that time became vested in the Custodian. On the 29th August, 1942, you and your brother entered into an Agreement with Harry Gee, under which he was to rent the farm for the period of one year for only the consideration of the payment of taxes and insurance on the premises. No cash rentals therefore, accrued to your benefit at this office, as in accordance with the policy of liquidation decided upon by the Canadian Government, your property was sold to the Director of Veterans' Land Act, as of the 1st January, 1943. Full details of the property sale were sent to you on the 28th June, 1944, from which you will have noted that the net proceeds were credited to the joint account of yourself and your brother here. Legal fees in the amount of \$15.00 in connection with the conveyance of your property, were later charged to your account.

It is noted that when registering with this office you stated that you had the Certificate of Title covering the property, in your possession. We do not appear to have received it from you as yet, and as the property is sold and the old Title cancelled at the Land Registry Office, we request that you send it here without further delay.

A rural route mail box was sold for the sum of \$2.00, through the Postal authorities, and as they informed us it was registered in your name and that of your brother, the sum was also credited to the joint account.

The only other assets declared by you and revealed on your file, were a number of War Savings Certificates and a Life Insurance policy. These were not brought under control by the Custodian.

Upon receipt of your letter regarding the distribution of the funds held in the joint account, we have now divided the account equally between you and your brother, and the enclosed Custodian cheque in the amount of \$816.50, represents your share and your full credit at this office.

It would appear that we have accounted for all the property of every kind left by you in the Protected Area which vested in the Custodian, and in

order that you may confirm this and acknowledge the cheque, we are enclosing a stamped addressed envelope for your convenience in replying.

Yours truly,

H. E. Anderson,
Administration Department.

WASH
Encls. (3)

24th June, 1946.

REGISTERED

Mr. Hideaki HIROWATARI,
Registration No. 13748,
Tashme, B.C.

Dear Sir:

Your file has now been reviewed and we take this opportunity of giving you a brief summary of our administration of your affairs.

You registered with this office on the 30th April, 1942, and real property at Hancy, which you declared to be jointly owned with your brother, Toshikuni, at that time became vested in the Custodian. Prior to your evacuation, you entered into a lease with Harry Gee, for the period from 1st September, 1942 to 1st November, 1943, for only the consideration of the payment of taxes and insurance on the building. No cash rentals therefore, accrued to your credit from the property as in accordance with the policy of liquidation decided upon by the Canadian Government, the property was sold as of the 1st January, 1943, to the Director of Veterans' Land Act. Full details of the sale were sent to you on the 28th June, 1944, from which you will have noted that the proceeds were credited to the joint account in the names of yourself and your brother. Legal fees in the amount of \$15.00 in connection with the conveyance of the property were later charged to the account.

It is noted that when you registered with this office, the Title for the property was in your possession. We do not appear to have received this document, and therefore request that you send it to this office without delay as it has been cancelled at the Land Registry Office.

A rural route mail box, which we are informed was registered in the names of yourself and your brother, was sold through the Postal authorities for \$2.00. This amount was also credited to the Joint account.

The only other asset declared by you in the Protected Area was a Sun Life Insurance policy. This however, was not brought under control by the Custodian.

We wrote to you asking that you state what proportion of the funds held in the joint account were yours, but received no reply from you. Your brother however, advises us that you are entitled to an equal part of these funds. Funds in the joint account have therefore, been divided equally between you both, and your personal account here has been credited with the sum of \$816.50. It is noted that you reside in a Department of Labour Housing Centre, and these funds are therefore, available to you only upon the recommendation of that Department, while you reside there. If you relocate elsewhere however, not in a housing centre, these funds are available to you at your request.

It would appear that we have accounted for all the property of every kind left by you in the Protected Area which vested in the Custodian and in order that you may confirm this we are enclosing a stamped addressed envelope for your convenience in replying.

Yours truly,

H.E. Anderson,
Administration Department.

WPA:HA
Encl.

13th February, 1947.

Mr. Hidenki MIKAWATARI,
Registration No. 13742,
General Post Office,
Kamloops, B.C.

Dear Sir:

We enclose herewith Custodian cheque in the amount of \$816.50 which sum represents your share of the proceeds from sale of property jointly owned by yourself and your brother, Toshikuni, details of which were sent to you in our letter of the 24th June, 1946.

Your brother reported when acknowledging his share, that he believed the Title document to be in your possession. Please forward this document to this office as soon as possible as it has been cancelled at the Land Registry Office.

Kindly acknowledge receipt of the enclosed cheque in due course.

Yours truly,

W.E. Anderson,
Office of the Custodian.

/HA
Encls. 2 (cheque)

R. R. No. 1,
Kamloops, B. C.,
February 22, 1947,

Canada Department of the Secretary of State
Office of the Custodian,
506 Royal Bank Bldg.,
Hastings and Granville,
Vancouver, B. C.

Dear Sir:

I have received your letter and cheque for the proceeds from sales of property owned by my brother and myself.

Find enclosed above mentioned cheque in the amount of \$816.50.

I do not desire to call this account as closed because I still have additional claims, over and above those reported by the Custodian, for our property.

Therefore I am returning this cheque to keep my account open.

Your Acknowledgement of receipt of this letter and cheque will be greatly appreciated.

Re: File No. 7000

13748
HIROWATARI Hideoke

Yours very truly,


H. Hirowatari

7000

3rd March, 1947.

Department of Labour,
Japanese Division,
360 Homer Street,
Vancouver, B.C.

Dear Sir:

Re: Hideaki HIROWATARI - Reg. No. 13748

We wish to advise that cheque covering final balance in the amount of \$815.50 has been returned to this office by the above Japanese, and has been redeposited to his credit here.

Yours truly,

W.E. Anderson,
Office of the Custodian.

/HA

EVACUATION SECTION	
Rec'd	APR 11 1947
File No.	7000
Ans.	
Referred	<i>Anderson</i>

R. R. NO. 1,
Kamloops, B. C.,
April 8, 1947.

The Custodian's Office Department of the Secretary of State of Canada,
Vancouver, B. C.

Dear Sir;

Have you received the registered letter with the cheque enclosed in it
which I sent to your office on 22nd. day of February of 1947?

If you haven't please advise me so. I will have to take further action
with the Post Office.

May I have this ^{ATTENTION} at your earliest possible date, I remain,

My File No. 7000.

And Registered letter No. 2317.

Yours truly,

H. Hirowatari
H. Hirowatari.

27th May, 1947.

REGISTERED

Mr. Ugo BIRONATARI,
Registration No. 14036,
R.R. No. 1,
Kamloops, B.C.

Dear Sir:

We enclose herewith Custodian cheque in the amount of \$22.58, which sum represents your full credit balance at this office at the present time. This sum was derived from the sale of chattels left on your property.

According to the records of the Maple Ridge Co-operative Exchange, you are the holder of 86 shares in the Co-operative. This Co-operative is in the process of liquidation and upon completion you will be notified and your proportion of the distribution forwarded to you.

It would appear that we have accounted for all the property of every kind left by you in the Protected Area which vested in the Custodian, and in order that you may confirm this and acknowledge the cheque, we are enclosing a stamped addressed envelope for your convenience in replying.

Yours truly,

W.E. Anderson,
Office of the Custodian.

RA
Encls. 2 (cheque)

15th Jan. 1948.

REAL PROPERTY: W $\frac{1}{2}$ of Lot 5 of SW $\frac{1}{4}$ of Sec. 21, Tp. 12, Map 1023 comprising 8.30 acres having thereon 1 dwelling, 2 henhouses and 3 sheds.

	<u>Assessment</u>	<u>S.S. B. Appraisal</u>	<u>V.L.A. Purchase</u>	<u>Amount Claimed</u>
Land	\$750.00	\$ 695.00		\$4025.00
Improvements	<u>1500.00</u>	<u>985.00</u>		<u>3980.00</u>
	\$2250.00	\$1680.00	\$1650.00	8005.00
		Less nett sale price		<u>1647.00</u> (1650.00)
			Claim	\$6358.00 (6355.00)

Leased by owners from 1st Sept. 1942 to 1st November, 1943 for amount of taxes and insurance. Abandoned - See letter of 17th October, 1942. Leased to A. Ernewin, 8th March, 1943, for \$120.00 for 11 $\frac{1}{2}$ months.

Sold to Director of Veterans' Land Act as at 1st January, 1943 for \$1650.00.

PERSONAL PROPERTY left at 2844 - 22nd Road, Haney, B.C.

<u>Claimed</u>	<u>Leased to H. Gee</u>	<u>Auctioned Dec.5/45 & June 25/46 under File 6956</u>
3 Incubators)	X	\$4.00
2 brooder stoves) \$330.00	X	12.00
Kitchen range)	X	
2 heaters)	X	
Beds)		
Chairs) 97.00		
5 Bucking saws)		4.75
3 cords wood)		
2 tons hay)		
1000' lumber) 92.00		
Shovels, hoes,)		
Rakes, scythes) 9.00		4.75
Misc. equipment 25.00		
Cultivator & scales <u>47.00</u>	X	<u>6.00</u>
		\$31.50
	\$600.00	

No chattels were declared by either of the owners, however some tools and equipment were listed on lease given by them to H. Gee (as set out above) All saleable articles were sold at Auction Dec.5/45 and June 25/46, and proceeds credited to Uso HIROWATARI, the father of the above named, File 6956, as he claimed ownership of chattels left on the above named premises in JP Form of 30th April, 1942.

A

Know all Men by these Presents

**That I Toshikuni HIROWATARI of R.R.1
Kamloops. Province of British Columbia
Truck Driver**

for divers good causes and considerations me thereunto moving,
HAVE nominated, constituted and appointed, and by these Presents **DO NOMINATE, CONSTITUTE**
and **APPOINT**

Hideaki Hirowatari of R.R.1

Kamloops aforesaid Shoe Repairer
in the Province of

of

MY true and lawful Attorney, for me and in my name and on my behalf and for my sole and exclusive use and benefit, to demand, recover and receive from all and every or any person or persons, company or companies whomsoever all and every sum or sums of money, goods, chattels, effects and things whatsoever which now is or are, or which shall or may hereafter appear to be due, owing, payable or belonging to me whether for rent or arrears of rent or otherwise in respect of my real estate, or for the principal money and interest now or hereafter to become payable to me upon or in respect of any Agreement, Mortgage or other Security, or for the interest or dividends to accrue or become payable to me for or in respect of any shares, stock or interest which I may now or hereafter hold in any Joint Stock or Incorporated Company or Companies or for any moneys or securities for money which are now or hereafter may be due or owing or belonging to me upon any Bond, Note, Bill or Bills of Exchange, balance of Account Current, consignments, contract, decree, judgment, order or execution, or upon any other account.

ALSO to examine, state, settle, liquidate and adjust all or any account or accounts depending between myself and any person or persons, company or companies whomsoever. **AND** to purchase, sell, sign, draw, make, endorse, accept, discount, transfer, renew, negotiate and in every way deal with any Cheque or Cheques or orders for the payment of money, Bill or Bills of Exchange, or Note or Notes of Hand, promissory notes, deposit receipts, bonds, debentures, coupons, agreements of sale, or other security which shall be requisite. **AND** also in my name to draw upon any Bank or Banks, Individual or Individuals, for any sum or sums of money that is or are or may be to my credit or which I am or may be entitled to receive, and the same to deposit in any Bank or other place, and again at pleasure to draw from time to time as I could do. **AND** upon the recovery or receipt of all and every or any sum or sums of money, goods, chattels, effects or things due, owing, payable or belonging to me for me and in my name and as my act and deed to sign, execute and deliver such good and sufficient receipts, releases, discharges and acquittances, certificates, re-conveyances, surrenders, assignments, memorials, or other good and effectual discharges as may be requisite, and which receipt, releases and discharges shall exempt the persons paying such moneys, from all responsibility of seeing to the application thereof.

EXHIBIT NO.

69-1

DATE

11 Feb 1948

FILED BY

R.J. McMaster

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

Date: March 16th 1948

M. Sarby

AND in case of neglect, refusal or delay on the part of any person or persons, company or companies to make and render just, true and full account, payment, delivery and satisfaction in the premises, him, them or any of them thereunto to compel, and for that purpose for me and in my name to make such claims and demands, arrests, seizures, levies, attachments, distrains and sequestrations, or to commence, institute, sue and prosecute to judgment and execution such actions, ejectments, and suits at law or in equity as my said Attorney or Attorneys shall think fit. ALSO to appear before all or any Judges, Magistrates or other Officers of the Courts of Law or Equity, and then and there to sue, plead, answer, defend and reply in all matters and causes concerning the premises.

AND ALSO to exercise and execute all Powers of Sale or Foreclosure, and all other powers and authorities vested in me by any mortgage or mortgages, contract or agreement now or hereafter belonging to me as Mortgagee.

AND ALSO in case of any difference or dispute with any person or persons concerning any of the matters aforesaid, or any other matters that may arise in connection therewith, to submit any such differences and disputes to arbitration or umpirage in such manner as my said Attorney or Attorneys shall see fit. AND to compound, compromise and accept part in satisfaction for the payment of the whole of any debt or sum of money payable to me, or to grant an extension of time for the payment of the same either with or without taking security, and otherwise to act in respect of the same as to my said Attorney or Attorneys shall appear most expedient.

To purchase, rent, sell, exchange, mortgage, lease, surrender, quit claim, and in every way deal with real estate, lands and premises and any interest therein now owned by me or hereafter acquired by me, and execute and deliver deeds, mortgages, agreements, leases, assignments, surrenders, and all other instruments.

AND ALSO for me and in my name, or otherwise on my behalf, to take possession of and to lease, let, sell, manage and improve my real estate, lands, messuages, tenements, and hereditaments, whatsoever, and wheresoever situated, now owned by me or hereafter acquired by or for me and from time to time to appoint any agent or agents, servant or servants, to assist him or them in managing the same, and to displace or remove such agents or servants, and appoint others, using therein the same power and discretion as I might do if personally present.

AND ALSO to sell and absolutely dispose of or exchange said real estate, lands and hereditaments, now owned by me or hereafter acquired by or for me, and also such shares, stocks, bonds, mortgages, and other securities for money as hereinbefore mentioned, either together or in parcels, for such price or prices, and by public auction or private sale or contract as to my said Attorney or Attorneys shall seem reasonable and expedient; AND to grant, remise, release, convey confirm, assign, transfer, and make over the same respectively to the purchaser or purchasers thereof; with power to give credit for the whole or any part of the purchase money thereof; AND to permit the same to remain unpaid for whatever time and upon whatever security, real and personal, either comprehending the purchased property or not, as my said Attorney or Attorneys shall think safe and proper.

AND ALSO to borrow such sums of money for or in relation to any of the purposes or objects herein, upon the security of any of my property, whether real or personal, and for such purposes to give and execute and acknowledge mortgage or mortgages, containing the usual statutory covenants and powers of sale on default, with such other powers and provisions as he may think proper, as also such notes, bonds or other securities as it may be necessary and proper to use therewith, and collateral thereto.

AND from time to time, as my said Attorney may see fit, to lend or invest any moneys of mine now in my said Attorney's hands, or hereafter to come into his hands, upon mortgage of real estate or interest therein, or upon such other securities, either real or personal, as my said Attorney may see fit, and upon such terms and conditions as my said Attorney may deem advisable, and from time to time to alter or vary such investments and assign or transfer the same, and should my said Attorney see fit, to invest such moneys in the purchase in my name or any property, either real or personal upon such terms and conditions as my said Attorney may see fit.

AND FURTHER, for me and in my name and as my act and deed to sign, seal, execute, deliver, and acknowledge all such assurances, deeds, quit claim deeds, covenants, indentures, agreements, assignments, mortgages, releases, and satisfactions of mortgage and other instruments in writing, of what-soever kind and nature, and generally to deal in and with goods, wares and merchandise, choses in action, and other property in possession or action, and to make, do, and transact all and every kind of business of what nature or kind soever as shall be required, and as my said Attorney or Attorneys shall see fit, for all or any of the purposes aforesaid; AND to sign and give receipts and discharges for all or any of the sum or sums of money which shall come into his or their hands by virtue of the powers herein contained which receipts, releases, or discharges, whether given in my name or in that of my said Attorney or Attorneys, shall exempt the person or persons paying such sum or sums of money from all responsibility of seeing to the application thereof.

AND ALSO for me and in my name, or otherwise, or on my behalf, to enter into any agreement or arrangements with every or any person to whom I am or shall be indebted touching the payment or satisfaction of his demand, or any part thereof; AND generally to act in relation to my estate and effects, real and personal, now or hereafter acquired, as fully and effectually, in all respects, as I could do if personally present.

AND HEREBY GRANT FULL POWER to my said Attorney or Attorneys to substitute and appoint one or more Attorney or Attorneys under him or them, with the same or more limited powers, and such substitute or substitutes at pleasure to remove and others to appoint, I hereby agreeing and covenanting for my heirs, executors, and administrators, to allow, ratify, and confirm whatsoever my said Attorney or Attorneys or his or their substitute or substitutes shall do or cause to be done in the premises by virtue of these Presents, including in such confirmation whatsoever shall be done between the time of my decease or of the revocation of these Presents, and the time of such decease or revocation becoming known to said Attorney, or such substitute or substitutes.

AS WITNESS my hand and seal this **Fifteenth** day of **November**
in the year of our Lord one thousand nine hundred and forty **seven**

Signed, Sealed and Delibered
IN THE PRESENCE OF

Signature of Witness **Wm. Brennan**

Address **Kamloops, B. C.**

Occupation **Notary Public**

T. Hirowatari

CANADA,
PROVINCE OF BRITISH COLUMBIA,
TO WIT:

I, **Hideaki Hirowatari** of **Kamloops**, in the
Province of British Columbia **Shoe Repairer**, do solemnly declare that:—

1. I am the Attorney appointed by the foregoing Power of Attorney.

2. At the time of such appointment, namely, on the **15th** day of **November**
47, I was of the full age of twenty-one years.

AND I make this solemn Declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

DECLARED before me at **Kamloops**

in the Province of British Columbia, this **15th**
day of **November** **194**

H. Hirowatari

Wm. Brennan

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

*(Fill in date of Power of Attorney here)

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the fifteenth day of November, 1947, at the City of Kamloops, Toshikuni Hirowatari

before me and acknowledged to me that he is the person mentioned in the annexed Instrument as the maker thereof, and that he executed the same voluntarily, and IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office at the City of Kamloops in the Province of British Columbia, this 15th day of November in the year of our Lord one thousand nine hundred and forty-seven

"Wm Brennan"

A Notary Public in and for the Province of British Columbia

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

Dated November 15 1947

T. Hirowatari

—TO—

H. Hirowatari

Power of Attorney

Charles & Stuart Co. Ltd., Law Printers and Stationers
Vancouver, B.C. Form No. 28

EXHIBIT No. 69-1

DATE 11 Feb 1948

FILED BY R.J. McMaster

Province of British Columbia

To Wit:

I, _____

of _____, in the Province of British Columbia,

make oath and say:

1. I was personally present and did see the within Instrument duly signed and executed by _____ the part _____ thereto, for the purposes named therein.

2. The said Instrument was executed at _____, and that _____

3. I know the said part _____ of the full age of twenty-one years.

4. I am the subscribing witness to the said Instrument and am of the full age of sixteen years.

Sworn before me at _____ in the Province of British Columbia, this _____ day of _____, 194 _____

A Notary Public in and for the Province of British Columbia.

A Commissioner for taking affidavits within British Columbia.

7001
7002

THIS INDENTURE made the 21st day of August,
A.D. 1942, pursuant to the "SHORT FORM OF LEASES ACT",

BETWEEN:

TOSHITAKI & HIDEAKI KUROVATARI,
Farmers, both of R.R. No. 1,
Honey, B.C., JOINT TENANTS, here-
inafter called "the Lessors" of
the First Part

OF THE FIRST PART

AND:

HARRY GEE, Farmer, of 445 Keefer
Street, Vancouver, B.C., herein-
after called "the Lessee" of the
Second Part

OF THE SECOND PART

WHEREAS the Lessors are Japanese and their
property is now being administered through the Custodian,
505 Royal Bank Building, Vancouver, B.C., under File
No. _____;

AND WHEREAS the Lessee has agreed to rent
the farm owned by the Lessors from the 1st day of Sept-
ember, A.D. 1942, to the 1st day of November, A.D. 1943,
with the right of renewal subject to the approval of the
Government of the Dominion of Canada;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS
FOLLOWS:

1. The Lessors doth demise unto the Lessee ALL
AND SINGULAR that certain parcel or tract of land and
premises situate, lying and being in the Municipality of
Maple Ridge, and more particularly described as the West
One half of Subdivision Five (5) of the South West One
Quarter of Section Twenty-one (21), Township Twelve (12),
described as No. 2521 on the Tax Roll of the Municipality
of Maple Ridge in the year of 1942, from the 1st day of
September, A.D. 1942, to the 1st day of November, A.D.

1943, with the right of renewal subject to the approval of the Government of the Dominion of Canada, YIELDING THEREFOR during the said term a rent equal to the taxes and the cost of insurance of the buildings;

2. That the Lessee covenants with the Lessors
- (a) To pay rent and to insure in the name of the Custodian;
 - (b) And to repair;
 - (c) And to keep up the fences;
 - (d) And the Custodian may enter and view state of repair;
 - (e) And that the Lessee will repair according to notice;
 - (f) And will not assign without leave of the Custodian;
 - (g) And will not sublet;
 - (h) And that he will leave the premises in good repair;
 - (i) Provide for re-entry by the Lessors or the Custodian on non-payment of rent or non-performance of covenants;
 - (j) The Lessors covenant with the Lessee for quiet enjoyment subject to the approval of the Custodian.

3. It is further agreed by and between the parties hereto that the Lessee shall have the use of the farming tools according to the inventory attached hereto, and that he will store the household effects left in the residence in one room, and look after the same to the best of his ability.

Know all Men by these Presents

That **Toshikuni HIROWATARI** of R.R. 1
Kamloops. Province of British Columbia
Truck Driver

*Copy of certified
copy made by Mrs. S. H.
sent to Cameron R.R. 1
Brewer
10/4/50*

for divers good causes and considerations me thereunto moving,
HAVE nominated, constituted and appointed, and by these Presents **DO NOMINATE, CONSTITUTE**
and **APPOINT**

Hideaki Hirowatari of R.R. 1
Kamloops aforesaid Shoe Repairer

of

in the Province of

MY true and lawful Attorney, for me and in my name and on my behalf and for my sole and exclusive use and benefit, to demand, recover and receive from all and every or any person or persons, company or companies whomsoever all and every sum or sums of money, goods, chattels, effects and things whatsoever which now is or are, or which shall or may hereafter appear to be due, owing, payable or belonging to me whether for rent or arrears of rent or otherwise in respect of my real estate, or for the principal money and interest now or hereafter to become payable to me upon or in respect of any Agreement, Mortgage or other Security, or for the interest or dividends to accrue or become payable to me for or in respect of any shares, stock or interest which I may now or hereafter hold in any Joint Stock or Incorporated Company or Companies or for any moneys or securities for money which are now or hereafter may be due or owing or belonging to me upon any Bond, Note, Bill or Bills of Exchange, balance of Account Current, consignments, contract, decree, judgment, order or execution, or upon any other account.

ALSO to examine, state, settle, liquidate and adjust all or any account or accounts depending between myself and any person or persons, company or companies whomsoever. **AND** to purchase, sell, sign, draw, make, endorse, accept, discount, transfer, renew, negotiate and in every way deal with any Cheque or Cheques or orders for the payment of money, Bill or Bills of Exchange, or Note or Notes of Hand, promissory notes, deposit receipts, bonds, debentures, coupons, agreements of sale, or other security which shall be requisite. **AND** also in my name to draw upon any Bank or Banks, Individual or Individuals, for any sum or sums of money that is or are or may be to my credit or which I am or may be entitled to receive, and the same to deposit in any Bank or other place, and again at pleasure to draw from time to time as I could do. **AND** upon the recovery or receipt of all and every or any sum or sums of money, goods, chattels, effects or things due, owing, payable or belonging to me for me and in my name and as my act and deed to sign, execute and deliver such good and sufficient receipts, releases, discharges and acquittances, certificates, re-conveyances, surrenders, assignments, memorials, or other good and effectual discharges as may be requisite, and which receipt, releases and discharges shall exempt the persons paying such moneys, from all responsibility of seeing to the application thereof.

69 - 1
EXHIBIT No. _____
DATE 11 Feb 1948
FILED BY R. J. McMaster.

I certify that the foregoing words are a true copy of the
original whereof they purport to be a copy.
DATE: March 16th 1948

"M. SCOBY"

AND in case of neglect, refusal or delay on the part of any person or persons, company or companies to make and render just, true and full account, payment, delivery and satisfaction in the premises, him, them or any of them thereunto to compel, and for that purpose for me and in my name to make such claims and demands, arrests, seizures, levies, attachments, distrainments and sequestrations, or to commence, institute, sue and prosecute to judgment and execution such actions, ejectments, and suits at law or in equity as my said Attorney or Attorneys shall think fit. **ALSO** to appear before all or any Judges, Magistrates or other Officers of the Courts of Law or Equity, and then and there to sue, plead, answer, defend and reply in all matters and causes concerning the premises.

AND ALSO to exercise and execute all Powers of Sale or Foreclosure, and all other powers and authorities vested in me by any mortgage or mortgages, contract or agreement now or hereafter belonging to me as Mortgagee.

AND ALSO in case of any difference or dispute with any person or persons concerning any of the matters aforesaid, or any other matters that may arise in connection therewith, to submit any such differences and disputes to arbitration or umpirage in such manner as my said Attorney or Attorneys shall see fit. **AND** to compound, compromise and accept part in satisfaction for the payment of the whole of any debt or sum of money payable to me, or to grant an extension of time for the payment of the same either with or without taking security, and otherwise to act in respect of the same as to my said Attorney or Attorneys shall appear most expedient.

To purchase, rent, sell, exchange, mortgage, lease, surrender, quit claim, and in every way deal with real estate, lands and premises and any interest therein now owned by me or hereafter acquired by me, and execute and deliver deeds, mortgages, agreements, leases, assignments, surrenders, and all other instruments.

AND ALSO for me and in my name, or otherwise on my behalf, to take possession of and to lease, let, sell, manage and improve my real estate, lands, messuages, tenements, and hereditaments, whatsoever, and wheresoever situated, now owned by me or hereafter acquired by or for me and from time to time to appoint any agent or agents, servant or servants, to assist him or them in managing the same, and to displace or remove such agents or servants, and appoint others, using therein the same power and discretion as I might do if personally present.

AND ALSO to sell and absolutely dispose of or exchange said real estate, lands and hereditaments, now owned by me or hereafter acquired by or for me, and also such shares, stocks, bonds, mortgages, and other securities for money as hereinbefore mentioned, either together or in parcels, for such price or prices, and by public auction or private sale or contract as to my said Attorney or Attorneys shall seem reasonable and expedient; **AND** to grant, remise, release, convey, confirm, assign, transfer, and make over the same respectively to the purchaser or purchasers thereof; with power to give credit for the whole or any part of the purchase money thereof; **AND** to permit the same to remain unpaid for whatever time and upon whatever security, real and personal, either comprehending the purchased property or not, as my said Attorney or Attorneys shall think safe and proper.

AND ALSO to borrow such sums of money for or in relation to any of the purposes or objects herein, upon the security of any of my property, whether real or personal, and for such purposes to give and execute and acknowledge mortgage or mortgages, containing the usual statutory covenants and powers of sale on default, with such other powers and provisions as he may think proper, as also such notes, bonds or other securities as it may be necessary and proper to use therewith, and collateral thereto.

AND from time to time, as my said Attorney may see fit, to lend or invest any moneys of mine now in my said Attorney's hands, or hereafter to come into his hands, upon mortgage of real estate or interest therein, or upon such other securities, either real or personal, as my said Attorney may see fit, and upon such terms and conditions as my said Attorney may deem advisable, and from time to time to alter or vary such investments and assign or transfer the same, and should my said Attorney see fit, to invest such moneys in the purchase in my name of any property, either real or personal upon such terms and conditions as my said Attorney may see fit.

AND FURTHER, for me and in my name and as my act and deed to sign, seal, execute, deliver, and acknowledge all such assurances, deeds, quit claim deeds, covenants, indentures, agreements, assignments, mortgages, releases, and satisfactions of mortgage and other instruments in writing, of whatsoever kind and nature, and generally to deal in and with goods, wares and merchandises, choses in action, and other property in possession or action, and to make, do, and transact all and every kind of business of what nature or kind soever as shall be required, and as my said Attorney or Attorneys shall see fit, for all or any of the purposes aforesaid; **AND** to sign and give receipts and discharges for all or any of the sum or sums of money which shall come into his or their hands by virtue of the powers herein contained which receipts, releases, or discharges, whether given in my name or in that of my said Attorney or Attorneys, shall exempt the person or persons paying such sum or sums of money from all responsibility of seeing to the application thereof.

AND ALSO for me and in my name, or otherwise, or on my behalf, to enter into any agreement or arrangements with every or any person to whom I am or shall be indebted touching the payment or satisfaction of his demand, or any part thereof; **AND** generally to act in relation to my estate and effects, real and personal, now or hereafter acquired, as fully and effectually, in all respects, as I could do if personally present.

AND HEREBY GRANT FULL POWER to my said Attorney or Attorneys to substitute and appoint one or more Attorney or Attorneys under him or them, with the same or more limited powers, and such substitute or substitutes at pleasure to remove and others to appoint, I hereby agreeing and covenanting for my heirs, executors, and administrators, to allow, ratify, and confirm whatsoever my said Attorney or Attorneys or his or their substitute or substitutes shall do or cause to be done in the premises by virtue of these Presents, including in such confirmation whatsoever shall be done between the time of my decease or of the revocation of these Presents, and the time of such decease or revocation becoming known to said Attorney, or such substitute or substitutes.

AS WITNESS my hand and seal this Fifteenth day of November
in the year of our Lord one thousand nine hundred and forty-seven

Signed, Sealed and Delibered
IN THE PRESENCE OF

Signature of Witness "Wm. Brennan"
Address Kamloops, B. C.
Occupation Notary Public

"T. Hirowatari"

CANADA,
PROVINCE OF BRITISH COLUMBIA,
TO WIT:

I, Hideaki Hirowatari of Kamloops, in the
Province of British Columbia, Shoe Repairer, do solemnly declare that:—

1. I am the Attorney appointed by the foregoing Power of Attorney.
2. At the time of such appointment, namely, on the* 15th day of November 19 47, I was of the full age of twenty-one years.

AND I make this solemn Declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

DECLARED before me at Kamloops
in the Province of British Columbia, this 15th
day of November 1947

"H. Hirowatari"

"Wm. Brennan"

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

*(Fill in date of Power of Attorney here)

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the fifteenth day of November, 1947, at the City of Kamloops Toshtikuni Hirovatarl before me and acknowledged to me that he is the maker thereof, and whose name is subscribed thereto as part of the full age of twenty-one years, contents thereof, and that he executed the same voluntarily, and IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at City of Kamloops in the Province of British Columbia, this 15th day of November in the year of our Lord one thousand nine hundred and forty-seven "Wm. Brennan" A Notary Public in and for the Province of British Columbia. A Commissioner for taking affidavits within British Columbia.

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

EXHIBIT No. 69-1
Exhibit No. 69-1
Date 11 Feb. 1948
FILED BY R. J. McMaster

Chas. & Stuart Co. Ltd., Law Printers and Stationers
Vancouver, B.C. Form No. 32

Homer of Attorney

H. Hirovatarl

—TO—

T. Hirovatarl

Dated Nov. 15 1947

FOR WITNESS

Province of British Columbia
To Wit:

I, of the Province of British Columbia,
do hereby certify and say:
1. I was personally present and did see the within Instrument duly signed and executed by the part thereof, for the purposes named therein.
2. The said Instrument was executed at the full age of twenty-one years, and that
3. I know the said part and that
4. I am the subscribing witness to the said Instrument and am of the full age of sixteen years.
Sworn before me at in the Province of British Columbia, this 15th day of November, 1947.

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

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION.

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

10

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

IN THE MATTER OF THE CLAIM OF
HIROAKI HIROWATARI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

R.J. McMASTER, Esq., appearing for the
Claimant.

A. WATSON, Esq., Secretary.
G.H.R. UPTON, Esq., Official Interpreter.
T.P. HERRONIN, Esq., Official Reporter.

30

2
H. Kirovatori,
In Chief.

MR. McMASTER: I would like to call Case No. 21 on
the list, my lord, Hideoaki Kirovatori. This will
be case No. 22.

10 My lord, I would like to draw your Lordship's
attention to the statement of claim where it refers
to the ownership of the real estate. It states
the "owner of one-half joint owner, Toshiyuki
Kirovatori's Power of Attorney attached". Now
whether or not that power of attorney was filed
with the claim, I don't know -- I have a copy of it
in any event -- but it was the claimant's intention
to make the claim on behalf of himself and his co-
owner who is his brother.

THE COMMISSIONER: The power of attorney is sufficient
to permit you to do it.

MR. McMASTER: Yes, my lord. I wondered whether it
would be necessary to add the other name having
regard to the fact there may be a recommendation
made and money to be paid.

20 THE COMMISSIONER: It probably would be wise to add the
other name, Toshiyuki. You have no objection, I
take it, Mr. Hunter?

MR. HUNTER: No, my lord.

THE COMMISSIONER: I think you better file the power of
attorney just so I have something before me to show
that Hideoaki is authorized to speak for his brother.

MR. McMASTER: At the same time while I am dealing with
the claim, my lord, and I will file the power of
attorney, I would ask to reduce the claim on the
30 value of the land to \$2000.00.

3
H. Hirovotari,
In Chief.

THE COMMISSIONER: It is now \$4,025.00.

MR. McMASTER: That is correct, my lord.

HIDEAKI HIROWATARI, the claimant herein, being
first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. McMASTER:

Q Witness, is the top signature on that claim form
your signature? At Yes.

Q And do you recognize the signature below it?

10 A Yes, this is my brother's signature.

Q Did you both swear this declaration?

A Yes, that is right.

Q I produce to you a document. Can you recognize
the signature on that document?

A Yes, that is my brother's signature.

MR. McMASTER: My lord, this is a general power of
attorney from Toshihumi Hirovotari to Hideaki
Hirovotari. It appears to be duly executed and the
affidavit of execution duly sworn.

(POWER OF ATTORNEY MARKED EXHIBIT NO. 1)

20 MR. McMASTER: My friend asked me to file the Soldiers
Settlement Farm Appraisal Report, my lord as
Exhibit 2.

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 2).

Q Witness, I produce to you a statement with regard to
real estate. Did you instruct me to draw that
statement on your behalf?

A Yes, sir, that is right.

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

A Yes.

30 Q Are the statements contained therein true to the

H. Hirawatari,
In Chief.

best of your knowledge and recollection?

A That is right.

(STATEMENT MARKED EXHIBIT NO. 3).

Q Witness, this land of yours was situated about one and one-half miles from Nanay, B.C., is that correct?

A: That is right.

MR. McMASTER: I draw your attention, my Lord, to Exhibit 3.

The property is $8\frac{1}{2}$ acres. It was purchased by his father in 1918 for \$1200.00 with one acre cleared and some apple trees on the property and a dwelling which subsequently wasn't occupied. That dwelling appears down below, showing it as an old abandoned house. No claim is made in respect of it.

It shows some of the improvements that were made aside from buildings on the land and also it shows the various buildings, their size, age, and approximate cost of material. The labour on these

structures as shown was done entirely by the claimant, or I presume possibly his father and brother assisting him. The claimant discloses that he has no special knowledge of the value but states that it maintained their family, which was a rather large one, and most of the information which he has obtained, he obtained from his father, he himself being at school at the time the property was transferred to him and before evacuation. He points out a few things which the appraiser apparently neglected to observe, or was mistaken about.

Now, my Lord, in view of your Lordship's comment this morning I don't think I ought to put this

5
H. Hironetari,
In Chief.

insurance policy in, but I think perhaps it is worth mentioning there was an insurance policy.

THE COMMISSIONER: Yes. There is no need to put it in. What is the total insurance?

10 MR. McMASTER: The total insurance is for \$2500.00 and it covers \$1500.00 on the dwelling, \$500.00 on one of the buildings, and \$500.00 on the poultry house. Perhaps my friend would like to file his claims analysis. I will file it on behalf of my learned friend as the next exhibit, the personal property analysis.

(ANALYSIS MARKED EXHIBIT NO. 4).

Q Now, witness, did you instruct me to prepare for you a statement with regard to your personal chattels?

A Yes, I did.

Q Would you be good enough to sign it? Are the statements therein true, to the best of your knowledge and recollection?

A: That is right.

MR. McMASTER: I file that as the next exhibit, my lord.

20 (STATEMENT MARKED EXHIBIT NO. 5).

MR. McMASTER: I draw your Lordship's attention to the explanation which shows in the "Description of Storage of Goods" (reading).

THE COMMISSIONER: I suppose from the Custodian's point of view you should have something from the father to that effect, should you not?

MR. McMASTER: I would be prepared, my lord, to file a statement. The father is here and is rather difficult to understand.

30 THE COMMISSIONER: A written statement from the father

H. Hirose,
In Chief.

will be sufficient for Government purposes.

MR. HUNTER: I think so, my lord, or a bill of sale.

THE COMMISSIONER: Don't make it too difficult for him.

I should think a letter ought to be adequate.

MR. HUNTER: I would think that would be sufficient.

MR. McMASTER: Now the claimant has shown on that statement certain items, and then he says below (reading).

Perhaps my learned friend would either admit or produce the document on his file which states that.

10 MR. HUNTER: Perhaps you had better make it a little clearer, Mr. McMaster.

MR. McMASTER: You have on your file a report or some written statement, Mr. Hunter, to the effect that the rental arrangement which had been made by the claimant wasn't satisfactory in view of the fact it produced no revenue, and that Mr. Gee left the premises about October, 1942. I think that statement also indicates the premises remained vacant until January of 1943.

20 MR. HUNTER: That may be in one of our inter-department forms, Mr. McMaster, signed by somebody in the Custodian's office. I don't know particularly that it is evidence one way or another if that is what you are referring to (producing).

MR. McMASTER: Yes. My lord, I would ask to file this document for what it is worth. This is produced from the Custodian's file. It is apparently a summary with regard to this case signed by D.A. Gramer. I take it you will admit he was an employee of the Custodian.

MR. HUNTER: The reason we are not filing these reports is they were drawn up for the Custodian's use and in them these chaps express opinions.

THE COMMISSIONER: Yes.

MR. HUNTER: And their opinions may or may not be correct. We have never felt justified in putting in something that is merely an expression of opinion. Quite often these chaps are wrong, and that is why we disregard them.

10 THE COMMISSIONER: What stand do you take with regard to this one?

MR. HUNTER: I take the stand this has no evidentiary value. If he wants to call Mr. Cruser, he is at liberty to do so, if he is still in Vancouver; I don't know. I think there is another letter that better explains it, anyway, my lord.

THE COMMISSIONER: Perhaps if you show that to your friend it will meet the situation.

20 MR. McMASTER: I am prepared to file these documents as well, if my friend would like me to, my lord, but my submission with respect to this is this: This is a public inquiry. I take it it is certainly my duty to see that nothing is hidden in this matter. Now if the Custodian has information on his files which may be useful to the Commission in the inquiry, if they can be explained then let them be explained, but on the other hand if they can't be explained, even though they may be detrimental to the Custodian or to the Crown, or to any other person, nevertheless
30 these matters are matters which ought to be brought

H. Hironaka,
In Chief.

to the attention of the Commission.

THE COMMISSIONER: This is a matter of record from the
Custodian's file.

MR. McMASTER: That is correct, my lord.

THE COMMISSIONER: Having that in mind I think it ought to
be received. If there is any explanation that the
Custodian desires to make in regard to it, it can
be made.

10 MR. HUNTER: My lord, I would like to point out that in
every file we have in our office --that is in
the Custodian's office--there is what is known as
a real property summary and personal property
summary or a chattel summary. These have been
drawn long before this Commission was contemplated
and purely as a matter of record of what happened
for the file. They may or may not be factual
or accurate, but we are willing to make the files
available to the claimants.

20 THE COMMISSIONER: Well let us not deal with generalities.
Do you apply your comments to the case here
before us now?

MR. HUNTER: To the one with the green border, yes, my
lord. This is one of the real property summaries.

THE COMMISSIONER: Let us start over again. What value
do you place upon it, Mr. McMaster? What is your
purpose in submitting it?

30 MR. McMASTER: I would submit, my lord, in the absence of
any explanation of it, it is a statement purporting
to be made by an admitted employee of the Custodian's
office who certainly has a greater knowledge of

H. Hironaka,
In Chief.

the matters than we have.

THE COMMISSIONER: What are you referring to particularly?
What is it you are seeking to prove by the filing
of that document?

MR. McMASTER: All I am seeking to show is that the
arrangement that was made by the claimant with this
tenant was brought to an end by the Custodian himself,
and that the property was left vacant thereafter
until it was sold through the arrangement having
been terminated.

THE COMMISSIONER: You say this document establishes
that fact?

MR. McMASTER: At least it substantiates it.

THE COMMISSIONER: In response to that complaint, what
do you say, Mr. Hunter?

MR. HUNTER: I say it has evidentiary value, my lord.
Surely if Mr. McMaster is quick enough to object
to a departmental communications and reports from
people in the Custodian's office and suggest to
us that we call the witness--

MR. McMASTER: Well, my lord--

THE COMMISSIONER: One at a time, please, Mr. McMaster.

MR. HUNTER: I take the same objection to this, that if
he is going to object to one then he should object
to the other, and I think in this case particularly
it has less evidentiary value than the other.
Someone in the office has gone through our file
and this is what I have received out of the file.
Mr. McMaster has the same privilege of going
through the file and getting the same information.

H. Hirovatori,
In Chief.

Expressions of opinion have no evidentiary value. These people are not experts. They have gone through the file and we often find their opinions and statements of fact are wrong.

10 THE COMMISSIONER: I can quite appreciate your difficulty, Mr. McMaster, in that your claimant was not present so as to know what did occur, but as I understand it now what you are alleging is that the tenant placed there by the claimant was removed at the direction of the Custodian, and thereafter the premises were left vacant, is that the situation?

MR. McMASTER: Yes, my lord.

THE COMMISSIONER: Why not get the statement from the claimant?

MR. McMASTER: My lord, the claimant has no personal knowledge of the matter.

MR. HUNTER: My lord, I have just handed Mr. McMaster a copy of a letter which clearly indicates the Custodian did not cancel the lease or declare it was not valid. He writes and asks for particulars. That is why I say the statement with the green border is incorrect.

THE COMMISSIONER: Let me see that.

MR. McMASTER: I would suggest the last of the three documents suggests something different than that.

THE COMMISSIONER: Well I am going to receive these documents for what they are worth, Mr. Hunter, and if there is other evidence that the Custodian desired to adduce, he is free to do it.

15 MR. McMASTER: My lord, I would like to get this clear

H. Hirovatori,
In Chief.

as if I am wrong, I may be corrected; it is my understanding of the rule of evidence that a person cannot introduce a statement of their own as evidence supporting statements which they now make. Now, if Mr. Hunter wants to use an inter-department communication between the Custodian and the groups with which he is dealing, I think I am entitled to object and to say it must be proved.

10 THE COMMISSIONER: I am not dealing with anything other than the admissions of these documents at the present time, and I have held that I will receive them for such value as they have, and give the Custodian or the Government an opportunity to refute such statements as are made in there as they may desire to do when the time comes. I do not think there is any need for any further argument on the subject. Certainly we are establishing no precedent for either case by the admission of these documents.

20 MR. McMASTER: I would file these three documents, my lord, as the next exhibit, a memorandum of the 27th of March, 1946, signed D.A. Gomer, a copy of a letter addressed to Harry Gee, dated October 17th, 1942, and a copy of a memorandum of January 13th, 1943, addressed to the Soldier Settlement of Canada, and purporting to be from Mr. Anderson.

(DOCUMENTS MARKED EXHIBIT NO. 6).

Q Now I produce to you, witness, a document. Is that
30 your signature on that document?

H. Hironetari,
In Chief.

A Yes, that is.

MR. McMASTER: This purports to be, my lord, a copy
of a lease dated the 29th day of August, 1942,
between the two claimants herein and Mary G. G.
Clause 3 of it provides that the lessee shall have
the use of the farm tools according to the inventory
attached and that he will store the household
effects left in the residence in one room, and
look after the same to the best of his ability.

19 Then at the end of the lease there is an inventory
of various, not only tools, but certain one or two
household effects, such as a kitchen range and two
heaters and a clock, and some chairs and tables.

THE COMMISSIONER: What is the date of the lease?

MR. McMASTER: The date of the lease is the 29th of
August, 1942. I believe my learned friend has a
copy of the lease.

(LEASE MARKED EXHIBIT NO. 7).

Q Now, witness, with regard to the statement of
20 personal property that is filed and those items
which were purchased some years ago, did you obtain
the information with regard to those items from
your father? For instance, the cast-iron heater
that was purchased in 1925, and so on? Where did
you get the information about those items?

A Yes, I got them from my father.

MR. McMASTER: Your witness, Mr. Hunter.

MR. HUNTER: It will be submitted, my lord, that the
real property was sold for its fair market value.
It will be submitted that that personal property
which was sold was sold for its fair market value,

H. Hirovatori,
Cross-Exam.

and again that the use of a large number of chattels as shown in the lease was granted to the lessee, and at the end of that lease when the Custodian took inventory that those chattels shown in the lease weren't there.

THE COMMISSIONER: That is the Gee lease you are speaking of now?

10 MR. HUNTER: Yes, my lord. This lease was until the 1st day of November, 1943. May I see Exhibit 6, Mr. Secretary, please? I don't wish to create what might have been an erroneous impression when I said up to the lease. I meant up to the time the tenant was on the property, not the end of the formal lease which was almost a year later. I should like to refer to the analysis of personal property claim, my lord. As my friend has made clear, the claimants in this case did declare they had no chattels -- no personal property.

THE COMMISSIONER: Was that in the J. P. Form?

20 MR. HUNTER: It was on the short form, my lord. They may have completed a J.P. Form. Yes, they did. Both the two boys, that is the two claimants declared they had no personal property. However, the father did declare a certain number of things which are shown in column 1 of the analysis. In column 2 of the analysis, my lord, at the top, it shows an inventory of what was found when the Custodian took over from Gee, the tenant.

THE COMMISSIONER: Yes.

30 MR. HUNTER: Of those things a certain amount of farming

H. Hirvatar,
 Cross-Exam.

equipment and miscellaneous equipment was sold for \$475.00 as is shown under the heading of "Auction" and bracketed with a "Y" there, and up above, and this wasn't in the inventory, but this apparently is something they found afterwards, they apparently sold one bucking saw. There is one five foot cross-cut saw down below.

THE COMMISSIONER: I do not see that. I see five bucking saws.

10 MR. HUNTER: Shouldn't that be one five foot bucking saw?

MR. McMASTER: That is the way it shows on mine.

MR. HUNTER: I just wrote that in. I should have put a question mark after that.

MR. McMASTER: I should think so. The inventory in the second column shows one five foot bucking saw.

MR. HUNTER: In the claim it shows as five bucking saws. I don't know whether those items are identical or not, but we did find, apparently, one five foot cross-cut saw and sold it for \$4.75.

20

THE COMMISSIONER: In the details of the claim you show under item No. 5 five bucking saws.

MR. HUNTER: What we have shown there, my lord, are the details of the claim. What I am now saying is the saw to which the line is drawn was sold at \$4.75. It is not five bucking saws, but one five foot bucking saw. Down further under 17, 18 and 19 and 20 are the respective prices which they fetched at auction. Under the column,

30

"Remarks" I don't think that is too evidential.

H. Hirawatari,
Gross-Exam.

The person who has put them there apparently has no definite information as to what happened, and the same thing with the wood, hay, etc.; they are just shown as probably used by the tenants. All we can say about that is it wasn't there or wasn't included in the inventory made by J. Morrison.

THE COMMISSIONER: Yes.

10 CROSS-EXAMINATION BY MR. HUNTER:

Q I would just like to find out, Mr. Hirawatari, about this chicken house or henhouse which you say was built in 1941, is it? In your statement you say that the henhouse was built in 1941. Which henhouse were you referring to?

A That is one 20 x 60.

Q 21 x 62?

A: Yes.

Q The one that the appraiser shows as 12 years old?

A I am not quite sure which one the appraiser shows but it is on the west side of the property.

20

Q I just don't understand how he could mistake a year old building for a 12 year old building. Were there other buildings there? There don't seem to be by his sketch. Did you use used lumber on it?

A Yes, built with lumber.

Q Yes, but I mean was it old lumber?

A No, it was new lumber.

Q Right from the mill?

A: Yes, that is right.

Q Was it painted?

A: No, it wasn't

30

painted.

H. Hirosewari,
Cross-Exam.

Q What kind of lumber, do you know?

A I am not quite sure, but I am sure it wasn't first grade lumber, but it was shiplap. That is the lumber used on it, 2 x 4 and shiplap.

Q Did it look new? A: Yes.

MR. HUNTER: I don't know. I will have to straighten it out with the appraiser, my lord. I don't understand how such a mistake could be made.

THE COMMISSIONER: It seems a little difficult to explain on the face of it.

MR. HUNTER: Q: You don't know when Harry Gee left the property? A: No, I don't.

Q You knew he was there, though?

A Yes.

Q I presume the reason you didn't declare any personal property was because you still considered it to be your father's. Any chattels, you still considered them your father's, is that the reason you didn't declare them in the J.P. Form?

20 A This J.P. Form, is that the property survey form?

Q It is a form which you signed before.

What is your name, Hideaki?

A Yes, Hideaki.

Q This is the form here, and under the statement of personal property you show none. At least I presume that is your signature, isn't it?

A Yes.

Q Do you remember signing that?

A Yes, I do.

30 Q Well, why would you say none there?—because it

B. Hirovatori,
Cross-Exam.

was considered your father's property?

A Yes.

Q That is the reason, was it?

A: Yes.

THE COMMISSIONER: Well now, is there any record of what the father declared? Did the father declare all the articles?

MR. HUNTER: That is shown in column 1 of the analysis of the personal property claim, my lord.

THE COMMISSIONER: The top half only?

10 MR. HUNTER: That is all he did declare.

THE COMMISSIONER: Yes, that is all he did declare.

That is what I was asking, yes

MR. HUNTER: I don't know that I can make this any clearer, my lord. That is about all the information I can get.

THE COMMISSIONER: I think I have it now.

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: Thank you, Mr. Hirovatori.

(Witness aside)

20

(PROCEEDINGS ADJOURNED SINCE DUE)

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

J. P. Henderson
"J. P. HENDERSON"
Official Reporter.

BRIEF

Notes in Defence

Hideaki HIROWATARI
Toshikuri HIROWATARI

Files 7000 & 7001

Case No. 69

Kamloops
11 Feb. 48

V.L.A. Deal

Claims:

1. Land and Buildings.
2. Chattels.

Claim 1:-

Land 2,000.00	Sold for	Claim
Bldgs. 3,980.00		
5,980.00	1,650.00	4,330.00

Trans.P.16 re chicken house. Mr. Hunter to check with the appraiser re this.

Dodding appr.

Claim 2:-

Chattels	550.50	Sold for	
	443.50	Auction 32.10	7%
	40.00	Abandoned	
	67.00	No record.	

Trans.P. 6 authority required from Uso Hirowatari for sons to claim for chattels.

Trans.P.9-10 & Ex.6 re interdepartment documents, to establish or otherwise whether Custodian removed a tenant and so exposed the chattels to pilferage.

Jallot and.
Monyson also and.

Submission:

Real Property sold for fair market value. Personal property that was sold was sold for fair market value. Use of a large number of chattels shown in lease was granted lessee, and when Custodian took inventory those chattels weren't there.

Name of Claimant

HIDENATANI, Hideshi

Case

69

Custodian File

7000

<u>REAL PROPERTY</u>											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village				
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total			
					1650	1355.56					1355.56 ✓
<u>PERSONAL PROPERTY</u>											
Motor Vehicles		Boats and Boat Gear									
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column				
<u>NETS</u>											
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>											
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price				
143.00	32.00	9.60	22.35%	40.00	8.96		18.54 ✓				
TOTAL RECOMMENDATION											1372.10 ✓

7000, 7001

September 22nd, 1950.

Messrs. Hideaki and Toshikuni HIROWATARI,
1883 Gerrard Street East,
Toronto, Ontario.

Attention: Hideaki HIROWATARI

Dear Sir:

Re: Japanese Property Claims Commission
Case No. 69
Hideaki and Toshikuni HIROWATARI

We have received from the Co-Operative Committee on Japanese Canadians, Release executed by yourself covering the award recommended under the above Commission, for the sum of \$1,372.10.

General Power of Attorney is on file as Exhibit 1.

Cheque for \$1,292.73 is enclosed herein, and the sum of \$79.37 has been paid to the Co-Operative Committee on Japanese Canadians for legal fees as authorized.

Yours truly,

F. G. Shears,
Director.

FCS/js
1 encl.