7719

FORM "JP" Surrey Queensborough B.C. FILE No. 7719

EXHIBIT No. 1291-C

DATE NOV 21 1942

FILLED BY A. A. Christie

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: MORIMOTO Seiichiro

HOME ADDRESS: Johnston Rd., R.R. #3., New Westminster B.C.

REGISTRATION NUMBER 12600 SEX: Male AGE: 40

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: J Fujino

ADDRESS OF WIFE OR HUSBAND: Johnston Rd. R.R. #3., New Westminster

NAMES OF ANY LIVING CHILDREN: Yumiko (F) Kikuko (F) Taehie (F) Shishi (M)

ADDRESS OF CHILDREN: Johnstone Rd., R.R. #3., New Westminster B.C.

AGE OF CHILDREN: 10, 9, 6, Shishi born on April 24, 1942

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

1. LOCATION AND DESCRIPTION: Block "B" ¼, S. ½ of Section 16, Block 5N. Surrey B.C. Range 1, Map 5021 9.08 Acres, Municipality of ~~PRINCE~~.

2. BUILDINGS AND OTHER IMPROVEMENTS: 2 Storey wooden frame dwelling house 6 rooms. Wood Shed, Small Packing House, Chicken House Bath House.

3. INSURANCE (Give particulars; state where policies are) Agent, Percy B. Brown. $1000.00 Policy No. Unknown. Policy Not Yet received.

4. TAXES (Amount and where payable) Taxes $16.50. Payable at Cloverdale. B.C. 1941 Paid.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) Mortgage on the Land, $120.00, by Mr Brooder, New Westminster.

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by owner at present Leased to . J. Watson1902 London Street. New Westminster B.C. Yearly rental of $300.00. Will also purchase the Straw on the premises for the Sum of $12.00. per ton.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In land Retistry office New Westminster B.C.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: none

9. IF FARM LAND STATE CROPS SOWN 14 Fruit Trees, Strawberries, Sold

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1, Section 2.

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:

Wheelbarrow, 1 Garriage, 1 Bicycle, Carpenters Tools

Farming Implements, Kitchen Clock. Cable, 1inch 100Ft.,

2 Chocker 15Ft., Hudson 4 Gallon Sprayer.

All to be left on farm at Johnston Rd., R.R. #3., New Westminster

Kitchen Utensils and Chinaware, 1 Kitche Range, 1 Heater Stove,

1 Table Lamp. All to be left at Johnston Rd., R.R. #3., New Hester.

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

FORM "JP"

FILE No. 7719

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

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 5th day of May 1942.

(Signature) S Morimoto

T B Williams
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date November 23, 1942.

Full Name MORIMOTO, (~~Seitaro~~) (Seichiro)
(Surname in Block Letters)

Registration No. 12600

Male - Female (check)

Age July 5, 1912

Former Address Johnston Rd. RR#3 New Westminster BC

Date Evacuated 1/6/42

Naturalized - Canadian-Born - National (check)

Present Address ~~Slocan, BC~~ c/o Trezunno Fruit Farm, RR#2, St Catharines, Ont.

Married - Single (check)

Name of Wife (nee RIYOJIN) Fujino #12599

Name of Husband —

Name of Mother (nee MORIMOTO, Kisa)

Name of Father HORI, Yokkaichi (Japan)

Names of Children under 16 Reiko (F) Oct 10 1932
Yumiko (F) Aug 16 1931
Taeko (F) May 15, 1936
Seishi (M) May 4, 1942.

Our File No. 7719

Registered with Custodian No (YES)
(yes or no)

Requested By Mr. Alexander

Additional Information Farmer
Owner of 10 acres, house at Johnston Rd RR
#3 New Westminster, BC.

EXHIBIT No. 1291-12
DATE NOV 24 1948
FILLED BY K. A. Christie

REAL PROPERTY SUMMARY

JAPANESE NAME: Seiichiro MORIMOTO Reg. No. 12600 File No. 7719.

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act. BC/545-P. First Offer.

PROPERTY ADDRESS: 138 Johnston Road, New Westminster, B. C.

LEGAL DESCRIPTION: Block "B" of the South half of Section 16, Block 5 North, Range 1 West, Map 5021, Municipality of Surrey, D. N. W.

TITLE: Registered in the name of Violet Faye Broder.

ENCUMBRANCES: 76248C 16th February, 1937, Agreement for Sale and Purchase to Seiichiro Morimoto.

No indication of any unregistered charges.

Vesting Order filed No. 25110, dated 10th December, 1942.

ASSESSED VALUES: Land - $325.00
Improvements - $325.00 - $650.00. Taxes - $16.34.

CLASSIFICATION: This is a small Fruit Farm with Dwelling and out-buildings. The Custodian's representative reported on July 10th, 1942, that this property had an area of 9.08 acres, of which 4 acres were cleared, rest bush, planted to the following crops: 3½ acres strawberries, 10 fruit trees (mixed).
1 - 1½ storey 6 room dwelling, 2 packing sheds, 1 woodshed, 1 small chicken house.

HISTORY OF ADMINISTRATION: This property was leased by Seiichiro MORIMOTO on 27th April, 1942, to James Watson for the term of 1 year from 1st May, 1942, to 30th April, 1943, or duration. Consideration $300.00 paid and straw at $12.00 per ton. Lessor to insure buildings against Fire. House included. If Lessee builds a chicken house, ½ of cost of same to be refunded by Lessor at termination of lease.

The Custodian granted a new lease to James Watson on 15th January, 1943 for a term of 8 months from May 1st, 1943 to 31st December, 1943. Consideration $75.00 - payable $25.00 cash and final $50.00 on August 1st, 1943. Buildings included. Space reserved for storing chattels.

The first lease handed to The Director, The Veterans' Land Act July 30th 1943. The second lease was handed to The Director, The Veterans' Land Act August 2nd, 1943.

SOLD: To The Director, The Veterans' Land Act for $540.00 as at 1st January, 1943.
Approval of Advisory Committee - 1st June, 1943.

Funds released to the credit of Seiichiro MORIMOTO as at June 28th, 1944, against which were charges for Balance of Agreement for Sale - $130.00 Principal, $18.50 Interest - $148.50, Registration Fees - $3.0 Legal Fees - $15.00, Arrears of Taxes - $8.95, leaving a net credit of $364.55 from said transaction.

Adjustments as at January 1st, 1943, to the amount of $15.54 covering unexpired Fire Insurance Premiums, were placed to Seiichiro MORIMOTO'S credit.

The following Fire Insurance Policy:-
Legal and General Assurance Co. Ltd., No. 11527 - $900.00 on dwelling and $100.00 on barn and woodshed, was transferred to The Director, The Veterans' Land Act.

In view of the rents for 1943 having been collected by the Custodian, a cheque for $75.00 covering same was issued to The Director, The Veterans' Land Act on November 17th, 1943.

OLD CERTIFICATE OF TITLE
No. 96441-E was on deposit in the Land Registry Office, New Westminster.

Certificate of Title No. 173413-E in the name of The Director, The Veterans' Land Act.

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

May 29th, 1946.

D. A. CRAMER.

DAC:JS

FIRE INSURANCE SUMMARY

File No. 7719.

Seiichiro MORIMOTO - Reg. No. 12600.

The above named Japanese declared on his JP Form, signed 5th May, 1942, that he had a $1,000.00 Fire Insurance Policy placed through Percy B. Brown. This was found to be correct as Policy No. 11527 issued by the Legal and General Insurance Co. Ltd., on May 2nd, 1942, covering $900.00 on Dwelling and $100.00 on Barn and Woodshed came to hand August 3rd, 1942.

This Policy was transferred to The Director, The Veterans' Land Act as at 1st January, 1943, and the unexpired portion of the Premium, viz., $15.54 was credited to Seiichiro MORIMOTO'S account.

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

May 29th, 1946.

D. A. CRAMER.

DAC:JS

12600	NAME: MORIMOTO, Seiichiro					FILE NO.: 7719
COMPANY	POLICY NO.	AMOUNT	EXPIRATION MONTH	DAY	YEAR	PROPERTY
Legal & General Assurance Soc.Ltd.	Transferred to 1113 11527	$1,000.	May	2	1945	Johnston Rd,Mun.Burrey,BC Lot "B", Lt.16,SE Sec.16, Blk.5N,Range 1W,Mp.5021

L I A B I L I T Y S U M M A R Y

Seiichiro MORIMOTO Reg. No. 12600 File No. 7719

The above named Japanese declared on his J.P. Form signed 5th May 1942 that he had no Personal or Trade Debts. However, on March 10, 1943, a claim was lodged against him by Shotaro Nakamura for $1.36. Mr. W.E. Anderson wrote to S. Morimoto on May 31st, 1946, asking for verification. So far, there has been no reply to this letter.

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

June 2, 1947.

D. A. CRAMER.

DAC:ic

Oct, 12/49.
See letter Oct. 11/49.
Nakamura a/c paid —
but owes Nishiguchi
Co. Ltd $50.00. Latter
claim on file dated Aug. 15/42.

7719
11519

October 29th, 1949.

Mr. Seiichiro MORIMOTO,
Registration No.12600,
c/o Tregunno Farm,
R. R. No. 2,
St. Catharines, Ontario.

Dear Sir:

We have for acknowledgement your letter of October 11th, 1949, and wish to advise that we have today remitted to M. Nishiguchi Company Ltd. $50.00 from your account in settlement of your indebtedness to that Company. We note that you have settled the claim against you by Mr. Shotaro Nakamura and accordingly enclose herewith Custodian cheque in the sum of $1.36, which represents the balance of your account at this office.

Kindly acknowledge receipt of the enclosed cheque.

Yours truly,

W. J. Johnston,
Office of the Custodian.

/ER
Enc. - Custodian cheque $1.36.

File 7719.

c/o Tregunno Fm.
R.R. No. 2,
St. Catharines, Ont.
Oct. 11, 1949.

Dear Sir,

I have received your letter dated Sept 26, 1949, regarding two claims filed against me by Shotaro Nakamura and M. Nishiguchi Co. I have already paid for Shotaro Nakamura's claim long ago but I am indebted to M. Nishiguchi Co the sum of $50.

Yours truly,
Seiichiro Morimoto.

EVACUATION SECTION
Rec'd OCT 12 1949
File No. 7719
Ans. Oct 29/49
Referred Johnston

7719

2316

11519

FINAL NOTICE

September 26, 1949

Mr Seiichiro NOMMOTO,
P.O. Box 126,
Vineland Station,
Ontario.

Dear Sir:

We have written to you on several occasions regarding two claims filed against you by Shotaro NAKAMURA and M.NISHIGUCHI COMPANY, in the sums of $1.36 and $50.00 and you have not seen fit to reply to our letters.

It is, therefore, the intention of the Custodian to transfer the above amounts to the accounts of these creditors on October 17, 1949, unless we hear from you before that date to the effect that you are not indebted to them as above mentioned.

We are enclosing herewith a stamped addressed envelope to facilitate an early reply.

Yours truly,

E. J. Johnston,
Office of the Custodian.

WJ/MS
Encl.

P. O. Box 1826,
Ashcroft, B. C.,
January 13, 1949.

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

EVACUATION SECTION
Rec'd JAN 14 1949
File No. 11519/7719
Ans.
Referred Johnston
Letter sent

File No. 11519 & 7719

Attention: Mr. W. J. Johnston.

Dear Sir:

Re: Seiichiro MORIMOTO - Reg. No. 12600

Thank you kindly for yours of 10th inst. in connection with our claim of $50.00 against the above party.

We beg to inform you that we have not received this sum nor any amount as a partial payment. We have in our possession, his note, No. 136, dated March 6, 1942, for $60.00.

Thank you for your kind attention.

Yours very truly,

M. NISHIGUCHI COMPANY, LIMITED,

Per. M. Nishiguchi

Need for refer from MORIMOTO.

7719

10th January, 1949.

Mr. Seiichiro MORIMOTO,
Regn. No. 12600,
c/o Tregunno Fruit Farm,
R.R. No. 2,
St. Catharines, Ontario.

Dear Sir:

We enclose herewith Custodian cheque in the amount of $329.18, which sum represents your credit balance at this office, less $51.36 withheld until such time as we hear from you regarding the following claims which have been filed against you at this office:

Shotaro NAKAMURA	$ 1.36
M. NISHIGUCHI Co. Ltd.	50.00
	$51.36

Please be assured that acceptance of this cheque will in no way prejudice your claim now before the Commission, as the Honourable Mr. Justice H.I. Bird, Commissioner, has so ruled.

Yours truly,

W.J. Johnston,
Office of the Custodian.

HA
Encl. (cheque)

File No. 7719
Reg. No. 12600

Seiichiro MORIMOTO

Date		Particulars	Debit	Credit	Balance
1943	January 1	Credit re Sale of Property	$	$ 395.09	
		Land Registry Office - Certificate of Encumbrance	1.00		
		1942 taxes	16.34		
1945	April 23	Legal fees re sale of property	15.00		
	July 11	Proceeds Auction Sale		17.79	
			$ 32.34	$ 412.88	

CR $380.54

Accounting Department
March 8th, 1948

File No 7719

c/o Iregunno Fruit Farm,
R.R. #2,
St Catherines, Ont.,
April 30, 1948.

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

EVACUATION SECTION
Rec'd MAY 3 1948
File No. 7719
Ans.
Referred

Dear Sir:

We have moved from Vineland Station and therefore your letter has been delayed. I am sending it by air mail.

As requested in your letter, I have listed below each separate claims and its value.

5 A. cleared land	$3000.00
4 & A Bush	480.00
House (plus board & nail)	
Woodshed	1500.00
Packing shed	
Bath house	
Japanese carriage	20.00
cross saws (6'-1/3) (5'-1/3)	8.00
Back saw	1.00
Hand saw	1.00
Japanese hand saw @ 1/2	6.00

2 sledge hammer	$ 5.00
2 wedges	1.00
2 double axes	2.00
2 buckets	1.00
1 pick	1.00
1 mattock	1.00
1 peavie (large)	2.00
2 shovels	1.00
3 hoes	2.00
3 Japanese hoes	3.00
2 bars	3.00
3 blocks	5.00
100 ft. of 1 inch cable	10.00
2 chokers (5' each)	5.00
shoe stand }	.50
3 last }	
sprayer	5.00
water can (4 gal)	1.00
glass frame for hot bed (3'x6')	8.00
wheel barrow	3.00
kitchen and warm stove	10.00
cupboard	10.00
kettle	3.00
dish pan	2.00
sauce pan	10.00
mixing bowl	1.00
table lamp	5.00
table 2 chair }	2.00
small drawer }	

% Tregunno Fruit Farm,
R.R. #2,
St. Catharines, Ont.,
Feb 27, 1948.

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

EVACUATION SECTION
Rec'd MAR 1 1948
File No. 7719
Ans.
Referred Johnston

Dear Sir:

Will you please let me know how much you have sold my house, farm, and farm implements? Will you please state the amount sold for each? I would appreciate very much if you will give it to me in full details.

Yours truly,
S. Morimoto
Reg no 12600

EXHIBIT No. 1291-11
DATE NOV 24 1948
FILLED BY K. A. Chiesta

R E P O R T

File No. 7719 June 7/45

TO: The File

FROM: Mr. R. M. Anderson

RE: Seiichiro MORIMOTO #12600
138 Johnston Road, Surrey, B.C.

The following articles were inspected by me and I consider they are of no value and should be abandoned:

3 Bundles of shingles (used)
1 Small cart with bicycle wheels (all broken)

The following goods were shipped to MORIMOTO by the tenant, Mr. Watson:

1 Trunk
1 Leather suit case.

RMA:LBM

R. M. Anderson

EXHIBIT No. 1291-11
DATE NOV 24 1945
NAME MORIMOTO, Seiichi
HOLED BY
[illegible]

REGISTRATION NO. 12600 FILE NO. 7719

The following chattels were sold by public auction at Surrey, B. C. on May 30, 1945.

2 Saws	$ 0.25	T
Tub of cable	9.00	M
2 Chairs	0.75	F
Lot of tools	1.25	T
Iron pot	0.50	K
Lot of nails etc.	0.75	T
Blue stove and table	0.25	F
Lot tools	0.50	T
Lot tools	0.75	T
Lot tools	1.00	T
Lot tools	1.00	T
Rope	0.50	T
Scythe and snath	1.00	T
2 Axes and buckcaw	1.25	T
Sprayer	3.50	T
Table lamp	3.50	F

Total			$ 25.75
Less Expenses:	Auctioneer's Fee:	$ 2.58	
	Advertising:	0.49	$ 7.96
	Moving:	4.89	
Net Proceeds Credited:			$ 17.79

Members of Custodian Staff Present. W. J. Iverson

Extracted from Auctioneering List No. Surrey 13.

Remarks.

OFFICE TELEPHONE 1254 JUSTICE OF THE PEACE RES. TELEPHONE 475-Y-1

PERCY B. BROWN
FINANCIAL AND INSURANCE AGENT

CONVEYANCER NOTARY PUBLIC

644 CLARKSON STREET
NEW WESTMINSTER, B. C.

April 27th 1945

APR 28 1945
7719
B.C.R. of
Richardson

The Custodian Japanese properties
Royal Bank Bldg Vancouver

Dear Sir

I have a fireinsurance policy on Lot "B" of lot 16 ~~xx~~ South half of section 16 Block 5 North Range 1 West Map 5021 in the name of Seiichiro Moromoto Transfered to the secretary o of state Janry 14th 1942

The renewal of this is due on May 2nd 1945 and will befor $ 1000.00 premium for 3 years $ 20.50

~~kxx~~ I shall bepleased to renew this if you will kindly let me know and the name you wish it to stand in now

Thanking you for attention

Yours faithfully

Percy B Brown

J.L. No. 569

Canada

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

AUG 19 1944

JAPANESE EVACUATION SECTION

506 Royal Bank Building,
Vancouver, B. C.

File No. 7719

Reg. No. 12600

Mr. Seiichiro MORIMOTO,
Slocan, B. C.

Dear Sir:

Re: Municipality of Surrey, Block "B" of the South Half of Section 16, Block5North Range 1, West, Map 5021, District of New Westminster. C. of T. 96441E.

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. Negotations 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 - - - - - - - - - - - -	$ 540.00	
Add:		
Unexpired insurance premium as at January 1st, 1943 - - - - - - -	15.54	
	555.54	
Less:		
Tax arrears to December 31st, 1942 - - - - - -	$ 3.00	
Registration fee - - - - - - - - - - - - - - -	130.00	
Encumbrance—Principal - - - - - - - - - - -	18.50	
—Interest 1937 Taxes - - - - - - - - - - -	8.95	160.45
Net proceeds of sale - - - - - - - - - - - -		395.09

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

Yours truly,

F. G. SHEARS,
Director.

1943		Debit	Credit	Balance
Jan. 1	Cr. re Sale of Property		395.09	
	Land Registry Office- Certificate of Encumbrance	1.00		
	1942 Taxes	16.34		
		17.34	395.09	377.75 Cr.

BC-545-P
BC-1553-B

BC/545-P
BC/1553-B

EXHIBIT NO. 1291 - 2

DATE Nov 24 1948

FILED BY

FARM APPRAISAL REPORT

File No.JL-569 K.A.Christie

Land Description Blk."B" of S½ Sec.16, Blk.5,N., R.1, Map 5021
138 Johnston Road. Containing 9.08 Acres

Owner's Name MORIMOTO, Seiichiro Post Office Address R.R.3, New Westminster.

Nearest Rail Point New Westminster(Road to Port Mann not open) Distance 7 miles

Market Town New Westminster Distance 7 "

Church (give denomination) United Church ---------- Distance 2½ "
Hjorth Road Mission ---------- ¾ "

Nearest School Hjorth Road Distance 2 "

State how property was identified: By map and roads and local enquiry.

Roads: State whether property has access to main road, the kind of road and its condition.
138 Johnston Road; ½ mile North of Hjorth Road, gravel - good.

Is thid district a good one? Not a good farming district, soil light, only partly developed.

Employment opportunity Seasonal mainly on berry farms. Industries located along the Fraser River 6-7 miles distant.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: No fences. Value $

Water supply: Wood cribbed well about 15' deep; apparent supply good Value $

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
House	24 x 28 4 x 8	Frame	8'	Shgl.	5	Cedar blocks	Fair	300.00
Pack.shed	10 x 20	Poles & Shks.	7'	Shke.	5	Posts	Fair	No value
Wood shed	18 x 24	" " Bds.	6'	"	5	"	"	" "
Shed & Bath	8 x 16	" " "	7'	"	5	"	"	" "

Electricity in dwelling.

Total present day value $ 300.00

Total Value Buildings add to farm $ 300.00

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it habitable? Habitable, although unfinished upstairs.

Describe the basement and chimneys: No basement; brick chimney on bracket.

No. rooms downstairs? 4 Upstairs? Unfinished How finished Boarded

Are buildings painted? No. Condition of paint

Distance from hearest bush 40 yards.

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

Acres	Level, Undulating, Rolling or Hilly	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
4	Level	Sandy loam & lt. sandy loam-12-15'. Variable.	Sand,clay Hardpan	Straws & few rasps. Fair	50.00	200.00

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

Level,Undulating, Rolling or Hilly	SOIL (State Depth)	SUB-SOIL	VALUE PER ACRE

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

Acres	Level,Undulating, Rolling or Hilly	SOIL (StateDepth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	TOTAL
1.4	Level	Sdy.lm., 12-15"	Sand clay	Partly cleared;stumps to be removed.	75.per ac.	10.00	14.00
3.68	"	" "	Hardpan	Clearing of bush; some cordwood value.	150. "	10.00	36.80

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	$250.80
Total added by buildings to value of farm	$300.00
Total fruit trees add to value of farm (for use in orchard districts only)	$ -
Total value of farm..	$550.80

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

Farm in fairly good state of cultivation. Some weeds.
Rented to J. Watson. Unable to find out the terms of lease.

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

Small fruits, poultry.

Noxious weeds:
Some thistles - common weeds.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities;: Taxes - $16.34 - Surrey Municipality.

Date: July 15th, 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 13 day of July 1942.

Inspector's Signature "R.W.BROWN"

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

FARM APPRAISAL REPORT

Remarks: Property is located at 138 Johnston Road, at intersection of Johnston and Ferguson Roads, about ½ mile North of the Hjorth Road. The soil is variable, in pockets there is good sandy loam and in other places the soil is light and sandy. The subsoil is sand and clay on hardpan. The bush land is fairly heavy clearing with some cordwood value. The cultivated land has not been cropped many years, but the soil would require building up by cover cropping, etc. Partly developed district.

House is in fair shape, but is not well constructed and is unfinished upstairs. There is no fencing on the lot. Water is obtained from a wood cribbed well about 15' deep and the supply appears to be satisfactory. There is electricity in the house.

This is not a good property.

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation.
Few fruit trees near the dwelling, but of no commercial value.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE

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

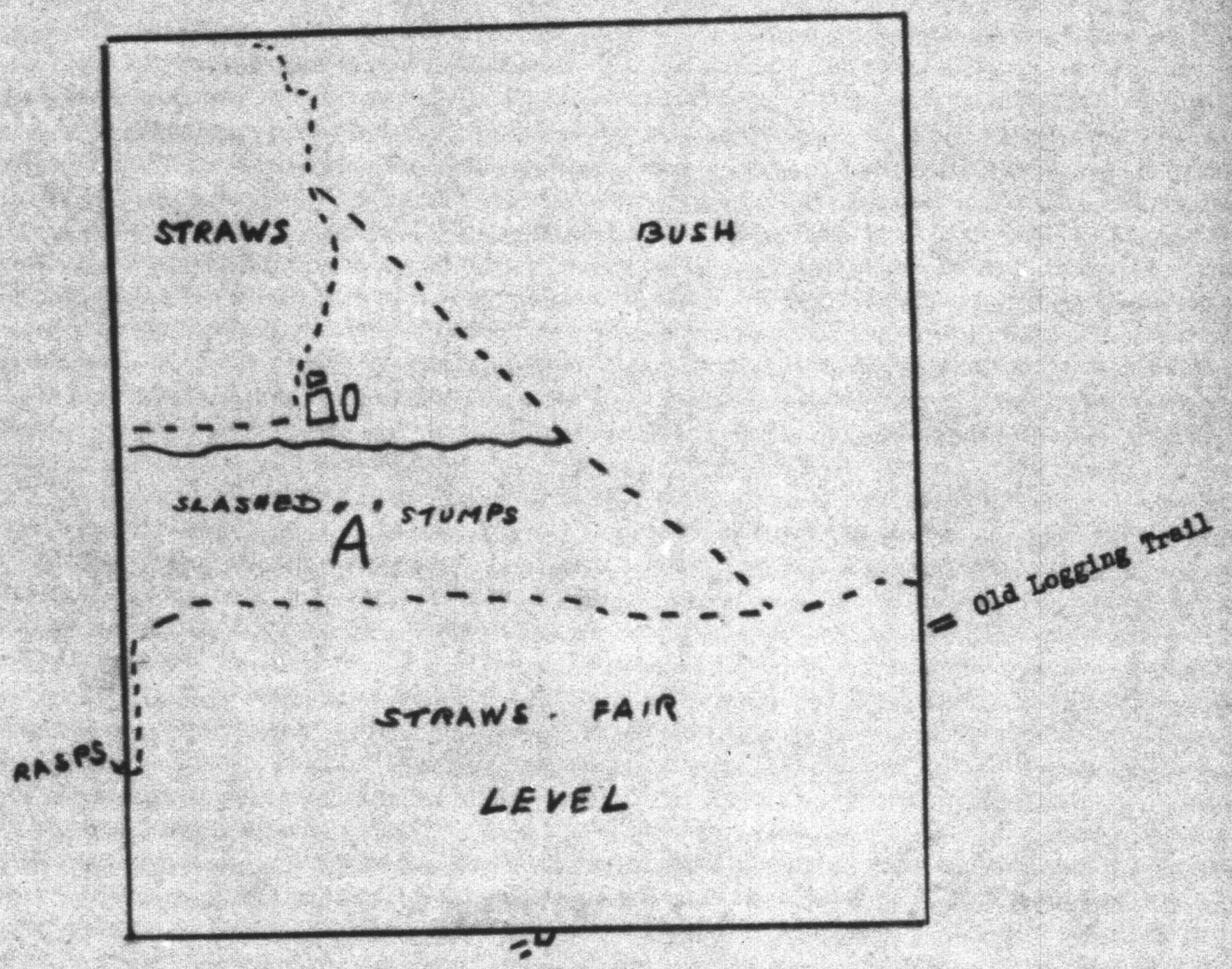
	Present Value
Approximate acreage in small fruits:-	$
4 acres straws & only a few rows of rasps	$

Total $_____

Amount fruit trees add to value of farm $.....

DIAGRAM OF PROPERTY Scale 2 ch = 1"

N



Block "B" of S½ Sec.16 BL SN Map 5021 - 9.08 Ac

R.W.Brown
Following careful review of this appraisal report, it is my opinion that the present value is $550.00.

Date 23rd July 1942

"I.T.BARNET"
District Superintendent.

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

May 12-49 _____

7719

June 29, 1944.

Mrs. Violet Faye Broder,
40 Leopold Place,
New Westminster, B. C.

Dear Madam:

Re: Seiichiro MORIMOTO - Blk. "B" of S½
of Sec. 16, Blk. 5N Rge. 1W, Map 5021,
Municipality of Surrey.

Pursuant to our letter of May 12, 1944, we enclose herewith a cheque in the amount of $157.45 being payment in full of balance owing by subject Japanese on mortgage of above described property, made up as follows:

Principal under Agreement for Sale	$130.00
Interest @ 6% from Feb. 1/42 to June 30/44	18.50
Taxes for 1937	8.95
	$157.45

Thank you for your co-operation in this matter.

Yours truly,

R. D. Richardson,
Farm Department.

Enc.
RDR/EG

7719

May 12, 1944.

Mrs. Violet Faye Broder,
40 Leopold Place,
New Westminster, B. C.

Dear Madam:

Re: Seiichiro MORIMOTO - Blk. "B" of S½
of Sec. 16, Blk. 5N Rge. 1W, Map 5021,
Municipality of Surrey.

According to advice received from you the balance owing under Agreement for Sale of the above property in favor of subject Japanese amounted to $154.85, as of February 29, 1944.

This property has been sold to the Director, Veterans' Land Act, and conveyance is now required in order to complete the sale.

We are enclosing herewith conveyance for your signature and we would be obliged if you would sign the document and deliver same forthwith to our representative, Mr. W. E. Anderson, whose signature appears in the margin of this letter.

The Custodian hereby undertakes to forward you a cheque for the above mentioned sum together with interest as soon as the sale is completed. We expect that this transaction will be closed in the course of the next two weeks but if for any reason the sale is not completed, the conveyance will not be recorded and will be returned to you.

Your co-operation herein will be very much appreciated.

Mr. Anderson's signature:

Yours truly,

R. D. Richardson,
Farm Department.

Enc.(dup.)
RDR/EG

7719

March 18, 1944.

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

Attention Mr. A. G. Duncan Crux.

Dear Sir:

Re: Seiichiro MORIMOTO - Blk. "B" of S½ of Sec. 16, Blk. 5N, Rge. 1W, Map 5021, Municipality of Surrey.

We enclose herewith Certificate of Encumbrance No.50742, covering subject property and showing the registered owner as Violet Faye Broder of 40 Leopold Place, New Westminster, B. C., with a registered Agreement for Sale and Purchase to Seiichiro MORIMOTO, Evacuee, Registration No. 12600.

The Vendor has sent us a statement showing the balance owing on this Agreement, as at February 29, 1944, as follows:

Unpaid Balance of Purchase Price	$ 130.00
Interest @ 6% from Feb. 16/42 to Feb. 29/44	15.90
Taxes for the year 1937	8.95
Total amount owing on Agreement	$ 154.85

Yours truly,

R. D. Richardson,
Farm Department.

Enc.
RDR/EG

130
6
780
7.60

15.90
260
18.50

EXHIBIT No. 1291-6
DATE NOV 24 1946
FILLED BY K A Christie

X

File No. 7719 March 2nd, 1944.

Registered Mail

EVACUATION SECTION
Rec'd MAR 15 1944
File No. 7719
Ans.
Referred I McPherson
out to you

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

Attention Ian Macpherson

Dear Sir:

RE: Block "B" of S.½ of Sec. 16,
Blk. 5 N., R. 1 W., Map 5021,
Municipality of Surrey, N.W.D.

I, the Vendor in an Agreement for Sale dated 16th February, 1937, covering the above described property given to Seiichiro MORIMOTO, certify that on the 29th day of February, 1944, there will be owing to me in respect to said Agreement, the sums below stated:

Unpaid balance of Purchase Price		$ 130.00
Interest on $ 130.00 from Feb. 16, 1942 to 29th February, 1944.	@6 %	$ 15.90 — ok
Taxes for year 1937		8.95
Total amount owing on Agreement		$ 154.85

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

Violet F. Broder

Dated: March 11th 1944,

Offer $40

Ph
NW 382
Mr B. [illegible] statement
mailed 13th
7719

March 2nd, 1944.

Registered Mail

Mrs. Violet Faye Broder,
40 Leopold Place,
New Westminster, B. C.

Dear Madam:

RE: Block "B" of S. ½ of Sec. 16,
Blk. 5 N., R. 1 W., Map 5021,
Municipality of Surrey, N.W.D.

The Custodian is negotiating a sale of the above described property, and in that connection would like to have from you a statement of your interest as it was on the 29th of last month. A form in duplicate is attached which will give us the required information when filled in. Please fill in carefully the amount on which interest is computed, the rate of interest, and the date from which interest is owing, as well as the amounts to be added to make the total of the amount owing you at that date. Please sign one copy and return promptly, retaining one copy for your own record.

Yours truly,

Ian Macpherson
Title Examiner

IM:ML
Enc.

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6121
PLEASE REFER TO
FILE NO. 7719

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

January 29th, 1944.

EVACUATION SECTION
Rec'd FEB 15 1944
File No. 7719
Ans.
Referred Macpherson.

Act to you

Registered A/R

Mr. Seiichiro MORIMOTO
Registration No. 12600,
SLOCAN, B. C.

Dear Sir:

RE: Blk. "B" of S. ½ of Sec. 16,
B. 5 N., R. 1 W., Map 5021.

Mrs. Violet Faye Broder, Vendor, has filed with us a statement dated 21st October, 1942, showing that you are indebted to her in the sum of $130.00 and interest, being balance Purchase Price. Details as follows:

Balance of Principal $130.00
Interest from Feb. 16,
1942, @ 6%..... $

Will you be good enough to confirm this by signing the duplicate of this letter and return the copy you sign at once to this office using the stamped, addressed envelope enclosed herewith.

If any differences exist, please let us have full particulars.

Failing to hear from you by return of mail we will have no alternative but to decide that the claim is correct.

Yours truly,

IM:ML
Encls.

Ian Macpherson
Title Examiner

APPROVED CORRECT: Seiichiro Morimoto
(Signature)

DEPARTMENT OF LABOUR
CANADA

EVACUATION SECTION
Rec'd DEC 7 1943
File No. 7719
Ans.
Referred

BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,
VANCOUVER, B.C.,
December 6th, 1943.

MEMORANDUM:

TO:- Supervisor, New Denver, B.C.

Re: MORIMOTO, Seiichiro #12600 New Denver

Shipped from Westminster December 1st on your Release of October 12th one trunk and one basket, on which we are paying the following charges:

C.P.R. freight $3.96

The Custodian fieldman has not yet advised whether there were any cartage or packing charges, and full statement cannot be made until these are received. Some allowance may be made on the clothing content of the shipment, but otherwise the charges on the balance should be paid by MORIMOTO.

BRITISH COLUMBIA SECURITY COMMISSION

C.W.Fisher
Transportation

CWF:FF
c.c. Gen. Files
Treasury
Custodian of Alien Property,
506 Royal Bank Bldg., Vancouver, B.C.

Should like to have the cartage charges, if any, by return mail.

NIL

C W Fisher

DEPARTMENT OF LABOUR

CANADA

EVACUATION SECTION
Rec'd OCT 20 1943
File No. 1770
Init.

not 1770
correct file
wanted
SCC 25-10

BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,
VANCOUVER, B.C.,
October 19th, 1943.

Custodian of Alien Property,
506 Royal Bank Bldg.,
VANCOUVER, B.C.

Re: MORIMOTO, Seiichiro #12600 New Denver

Two copies of this letter and of Custodian Release for goods to be shipped to above from R.R.#3, New Westminster. This man asks that the charges be paid by you from his account, or if not sufficient credit he agrees to pay them at New Denver.

Under these conditions, it will be O.K. for your fieldman to have this trunk moved to New Westminster on some regular truck passing near this point, and leave with the C.P.R.Agent to be sent by freight, the freight charges prepaid to our account, two copies of cartage bill to be sent us promptly along with two copies of the bill of lading. A third copy of this letter is attached for your fieldman to hand the truck driver as instructions for him and authority to the C.P.R.Agent. It is possible that James Watson, the tenant, will make the shipment, or at least he will pack the goods, on instructions from MORIMOTO.

C.W.Fisher
Transportation

CWF:FF

EVACUATION SECTION
Rec'd OCT 20 1943
File No. G-165-A
Ans. forwd

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Date October 12, 1943

Address House #26
New Denver, B.C.

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

I, MORIMOTO, Saiichiro, Police Registration No. 12600
hereby request you to release to me the under-noted property stored at R.R. #3, New Westminster, B.C.
in possession of Mr. James Watson
and I release you from any claim whatsoever with respect to such property.

Description of Property:

1 Trunk containing cloth, pants, suit, etc.--clothing
Please put cups, saucers, plates, spoons, knives, forks-Japanese bowls, tea-pots, and other kitchen utensils into the trunk--also there is 1 box of diary books written in Japanese and English.

Original Address R.R. #3, New Westminster, B.C.

Date Evacuated to Vancouver

Date Evacuated to Present Address September 8, 1942

Number in Family - 12 years and over 3

Number in Family - 5 to 11 years old 2

Number in Family - under 5 1

TOTAL NUMBER IN FAMILY 6

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

APPROVED:
BRITISH COLUMBIA SECURITY COMMISSION

Per: W. Lucky

S. Morimato
Claimant Signs Here

Mr. James Watson who is now occupying the house knows of the whereabouts of the requested articles. Mr. Morimoto has sent a letter to him. He desires everything put in the one trunk if possible.

7719

20th August, 1943.

Mr. James Watson,
1902 London Street,
New Westminster, B.C.

Dear Sir:

re: Seiichiro YOSHIOTO.

We have received a communication from the Royal Canadian Mounted Police advising that a quantity of miscellaneous chattels were located hidden in the walls of the dwelling house on subject Japanese property under lease to you. We would appreciate your advising us if we can expect your usual co-operation in keeping an eye on same for the present until arrangements are made governing all chattels left by evacuated Japanese.

Yours truly,

R. D. Richardson,
Farm Department.

WEA:GF

"E" DIVISION

ROYAL CANADIAN MOUNTED POLICE

(C.I.B.)

EXHIBIT No. 1291-9

DATE NOV 24 1948

FILED BY K J Ellis

EVACUATION SECTION
Rec'd AUG 14 1943
File No. 7719
Ans.
Referred Lindgren

IN REPLY PLEASE QUOTE

DIV. FILE No. 43E.1190/2-104.

H. Q. FILE No.

Vancouver, B.C. August 13th, 1943.

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

Dear Sir:

Re: S. MORIMOTO, New Denver, B.C.

On August 9th I received a memorandum from the Constable i/c. Japanese Registration, to which was attached a letter handed in to that Office by Mr. J. Watson of 212 Carnarvon Street, New Westminster, B.C.

This letter had been sent to Mr. Watson by S. MORIMOTO, a Japanese presently living in New Denver, B.C. The letter indicated that an amount of personal effects had been secreted in the house on this Japanese farm which has since come into the possession of Mr. Watson.

A patrol was made to that farm, and with Mr. Watson's consent a portion of the wall in the house was opened and many articles found hidden there. These are listed in Para. 3 of the attached report submitted by our Cst. Griffin and dated August 12th. You will note that the quantity of goods made it impossible to bring them to Vancouver in Police car, although they were carefully checked for written material and a small amount of documents and letters have been brought here and are now being examined.

Would you please advise me as to your wishes in connection with the articles mentioned. It may be necessary to remove them from the Watson farm by truck. Your reply will be appreciated.

Yours truly,

CHH, 11

(C.H. Hill) A/Comm'r.
Commanding "E" Divn.

JKB/M.
ENC.

ROYAL CANADIAN MOUNTED POLICE

Rec'd AUG 14 1943
File No.

DIVISION FILE No. 43E 1190/2-104.

DIVISION "E" SUB-DIVISION Vancouver C.I.B. DETACHMENT Intelligence Section.

PROVINCE British Columbia. DATE Aug.12th.1943. EXHIBIT No. 1291-9

DATE NOV 5 [illegible]

FILE REFS. RE: S.MORIMOTO (Japanese) - New Denver,B.C. FILLED BY K. D. Christie

HEADQUARTERS

SUB-DIVISION

DETACHMENT

P.C.R.

A.R.V. No.

DIARY DATE

SET FOR.....

1. Relative to the above mentioned subject, please be advised that in connection with memorandum received at this office from the Const. i/c Japanese Registration,with original letter attached thereto from the marginally noted, acting upon instructions the writer patrolled to the New Westminster,B.C. district and investigations were made in this connection.

2. Mr.J. WATSON was contacted at his farm some miles from New Westminster,B.C.,this farm having been previously occupied by S.MORIMOTO and his family prior to their evacuation from the protected area. With the assistance and consent of Mr.J.WATSON the walls of the dwelling at this farm were examined and taken down sufficiently to allow observation. It was found that a considerable quantity of goods had been stored there, including dishes,clothing,boxes,tools etc.. These goods had apparently been left in this place by the above mentioned Japanese.

3. The following is a list of the articles found, namely, 1 Box School books, 3 boxes sealers & bottles,1 buck-saw, 1 Carpenetrs tool basket,1 clay-pig,crocks,pans,teapot, 1 old Vic.Gramaphone,1 bed pan, 2 old axes,1 sledge hammer, 1 box dishes,1 box Xmas decorations, 1 box of 7 encyclopedia, 2 box Elec.Appliances (used), 1 box dishes,1 Boxbooks & Magazines,1 box old clothing,1 box Misc.Kitchen spices, 1 trunk, 1 suit-case, and odd pieces ofloose clothing. Due to the fact that it was impossible to bring this large quantity of goods by car they were left at this farm in care of Mr.WATSON, until such time as the Custodian for Enemy Alien Property disposes of same. The only box which the writer took possession of was a box containing several diaries and other odd bokks of the Japanese language which are being held at this office.

4. Extra copy of this report attached for the information of the Custodian of Japanese Enemy Alien Property.

CONCLUDED.

SGD.
(W.A.Griffin)Const.
Reg'tl No.10571

FILE NUMBERS, HEADING AND MARGINAL REFERENCE ARE TO BE PROPERLY FILLED IN.

TELEPHONE 386

dict > Cramer

File 7719

Growers Seed Company

Canner's Seeds

PEA SEED GROWERS & CONTRACTORS

SPECIAL STRAINS OF SEED GROWN FOR CANNING PURPOSES

40 LEOPOLD PLACE.
New Westminster, B. C.

Oct. 7th, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
OCT 7 1942

Mr. D. A. Cramer,
Dept. of Secretary of State,
Japanese Evacuation Sedtion,
506 Royal Bank Bldg.,
Hastings and Granville,
VANCOUVER, B. C.,

Dear Sir:--

FILE 7719, Re Seiichiro Morimoto

Replying to your letter of Sept. 26th, 1942, I beg to enclose herewith Certified Copy of Agreement for Sale, as requested by you;

The Balance owing on this agreement for sale is $130.00, Principal, and the Interest has been paid up to Feb. 16th, 1942.

The balance on principal is made up as follows:-- Amount owing at time Agreement was drawn up, $250.00. Payments made since that date, on Principal, are as follows;- January 30th, 1939, $50.00 paid; Feb. 17th, 1941, $20.00; Feb. 17th, 1942, $50.00; making total payments $120.00, leaving a balance of One Hundred and Thirty Dollars ($130.00).

Regarding Taxes, Mr. Morimoto paid the taxes for the years 1938, 1939, 1940, and 1941, but he still owes us Eight Dollars Ninety-five Cents ($8.95), for 1937 Tax, and the tax for 1942 is due on October 15th, 1942, as per enclosed notice, $16.34 if paid by Oct. 15th.

Please advise us by return mail regarding payment of this 1942 tax, as we do not want the taxes to go in arrears. Thank you.

Yours truly,

V. F. Broder

VFB.

Encl.

COPY FOR FILE

7719

7719

September 26th, 1942.

Mrs. Violet Faye Broder,
c/o R. R. Broder, Esq.,
40 Leopold Place,
New Westminster, B. C.

Dear Madam:-

re Seiichiro NORIMOTO

Will you please send into this office the duplicate of the agreement for sale held by you and made by the above-named Japanese on the following property:

Block "B" of the South ½ of Section 16, Blk. 5North, Range 1 West, Map 5021, Municipality of Surrey.

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

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

Yours truly,

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

DAC:EB.

EXHIBIT No. 1291-C
DATE NOV 2 5 1948
FILLED BY K A McKillop

1902 London St.,
New Westminster, B.C.
July 20, 1942.

R. D. Richardson,
Manager,
Farm Department,
Japanese Evacuation Section,

Dear Sir:

re. property leased from S. Marimoto

I am living on this property - 138 Johnston Road, Surrey. The copy of my lease will be forwarded to you immediately.

The chattels belonging to Marimoto and being used by me are as follows -

1 - kitchen range
1 - heater
4 - tables
2 - chairs
1 - 2 wheeled bicycle push cart.
1 - hoe.

The balance of Marimoto's garden tools are locked up & stored for safe keeping on this house, which I will be responsible for.

Yours very truly,

James Watson

7719

13th July, 1942.

Mr. James Watson,
1902 London St.,
New Westminster, B.C.

Dear Sir:

re: Seiichiro MORIMOTO.

We understand you have leased the property of the above Japanese, and would appreciate your mailing us a copy of the Agreement. If you have no spare copy on hand, we shall be glad if you will send us yours, which we shall copy for our records and return to you.

Kindly state if the chattels belonging to Morimoto are being used by you and, if so, forward us a list of same, acknowledging your responsibility for them.

Thanking you in anticipation and awaiting an early reply, we are,

Yours truly,

Manager,
Farm Department.

WEA:GF

Extract from Lease.

Lease No. 132.

File 7719.

Lessor: The Secretary of State. (Seiichiro MORIMOTO)

Lessee: James WATSON.

Date: 15th January, 1943.

Term: 8 months from 1st May, 1943 to 31st December, 1943.

Consideration: $75.00 - payable $25.00 cash and final $50.00 on 1st August, 1943. No Taxes.

Property:

Land: Block "B" of S.½ of Section 16 Block 5 N. Range 1 W. Map 5021, C. of T. 96441 E. (138 Johnson Road) Municipality of Surrey.

Buildings: Included. Space reserved for storing chattels.

Chattels: Not included.

Lease handed S.S.B. 2/8/43.

Hastings Park,
Vancouver, B. C.
May 27, 1942.

CHANGES IN REGISTRATION:

Reg. No. 12600 Marinioto Senchiro, Johnson Road,
R. R. # 3, New Westminster, B. C.

He reports the bicycle and sewing machine may be cancelled from registration, as these articles have been taken by his wife who has gone to Kaslo, B. C.

The house has been rented to James Watson who has the key.

Extract from Lease.

File #7719.

Lessor: Seiichiro MORIMOTO.

Lessee: James WATSON.

Date: 27th April, 1942.

Term: 1 year, from 1st May, 1942, to 30th April, 1943, or duration.

Consideration: $300.00, paid, and straw at $12.00 per ton.
Lessor to insure buildings against fire.
No Taxes. (To be paid by owner)

Property:

Land: Block "B" of Lot 16 in S.½ of Section 16 Block 5 N. Range 1 W. Map #5021. Municipality of Surrey.

House: Included. If lessee builds a chicken house, one-half of cost of same to be refunded by lessor at termination of lease.

Chattels: Not included. ?

Renewed under Lease No. 132 for
8 months from 1st May & 31st Dec, 1943.
See extract of new lease.

Lease handed S.S & 30/7/42.

AGREEMENT FOR SALE OF LAND — BURR OFFICE SUPPLIES & BLUE PRINTING CO. LTD.

1291-7

EXHIBIT No.

DATE NOV 24 1948

This Agreement

Triplicate made in ~~duplicate~~ this 16th day of February in the year of Our Lord one thousand nine hundred and ~~forty~~ thirty seven

BETWEEN

VIOLET FAYE BRODER, Wife of Robert R. Broder, of 40 Leopold Place, in the City of New Westminster, Province of British Columbia.

Fruit Canneryman.

hereinafter called the "Vendor" of the one part

Name, Address, and Occupation of Parties

AND

SEIICHIRO MORIMOTO, of the Municipality of Surrey, Province aforesaid.

Farmer.

P. O. Address: R.R.# 3, New Westminster, B. C.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Surrey, Province of British Columbia, and more particularly known and described as:

Block "B" of the South Half (½) of Section Sixteen (16), Block Five (5) North, Range One (1) West, Map Five Thousand Twenty-One (5021), in the District of New Westminster"

I hereby Certify this is a True Copy of Agreement dated 16th February 1937

Witness

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Four Hundred Fifty and 00/100 ($450.00) Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Two Hundred and 00/100 ($200.00) Dollars the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit knowledge), and the balance payable as follows:

$50.00 due and payable February 16th., 1938.
$50.00 due and payable February 16th., 1939.
$50.00 due and payable February 16th., 1940.
$50.00 due and payable February 16th., 1941.
$50.00 due and payable February 16th., 1942.

nterest on the balance from time to time owing under this Agreement at the per cent. per annum, payable on same dates as nts.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any fault shall continue, these presents shall, at the expiration of such notice, be null and void of no effect, and the Vendor shall have the right to re-enter upon and take possession of land and premises; and in such event any amount paid on account of the price thereof retained by the Vendor as liquidated and ascertained damages for the non-fulfilment Agreement to purchase the said land and pay the price thereof and interest, and fault as aforesaid the Vendor shall have the right to sell and convey the said land to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the assign or transfer all his right, title and interest in this Agreement for Sale to any soever, provided, however, that the Vendor shall forthwith give notice thereof in Purchaser specifying the name of such person and the full address at which ments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above period pay the balance of the purchase money of the said lands and the interest thereon rate aforesaid up to the date of such payment, unless this Agreement is rendered null as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required purposes of these presents, or any of them, shall be well and sufficiently given if delivered the Purchaser or mailed at any Post Office, under registered cover, addressed as follows

Purchaser, to
person whom
writing to
on such re-
and premises

or at such other address as the Purchaser shall specify in writing to the Vendor.

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

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

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

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signed
Violet F. Broder
S. Morimoto

Signature of Witness .....

Street Address .....

City .....

Occupation .....

FOR ATTORNEY

I Hereby Certify that, on the day of , 194 at , in the Province of British Columbia.

(whose identity has been proved by the evidence on oath of) who is personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of to the annexed instrument as the maker thereof, that the said is the same person mentioned in the said Instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said knows the contents of the said Instrument and subscribed the name of the said thereto voluntarily as the free act and deed of the said under authority of a power of attorney which has not been revoked.

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

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

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

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I Hereby Certify that, on the day of , 194 at , in the Province of British Columbia.

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

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

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

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

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I,
of , of the
make oath and say: , in the Province of British Columbia,

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
3. I know the said part , and that 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.

Dated February 16th, 1937

Violet Faye Broder,
40 Leopold Place,
New Westminster, B. C.

AND

Seiichiro Morimoto,
R. R. # 3,
New Westminster, B. C.

Agreement
FOR SALE OF LAND

Barr Office Supplies & Blue Printing Co. Ltd.

FOR MAKER (INCLUDING MARRIED WOMEN)

I Hereby Certify that, on the 16th day of February 1937, at New Westminster, in the Province of British Columbia, Violet Faye Broder ~~[illegible]~~ personally known to me, appeared before me and acknowledged to me that she is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party, that she knows the contents thereof, and that she executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at New Westminster in the Province of British Columbia, this 16th day of February in the year of our Lord one thousand nine hundred and thirty seven

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

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

DATE PAID	PRINCIPAL	INTEREST	PAID ON

REPORT
ON EVACUATED JAPANESE PROPERTY

File No. 7719

Date: July 10, 1942.

MUNICIPALITY: Surrey.

REGISTRATION NO. 12600.

NAME: MORIMOTO, Seiichiro.

ADDRESS: 138 Johnston Rd. New Westminster, B.C,

PROPERTY:

ACREAGE: 9.08 4 acres cleared, rest bush.

KIND OF CROPS: Straws. Fruit Trees.

APPROXIMATE ACREAGE OF EACH: 3½. 10 only(mixed, none bearing)

HOUSE: 1½ Storey. VACANT: OCCUPIED Yes.

DESCRIPTION Frame, finished with black building paper. ROOF: Shingle.

NO. OF ROOMS 6.

SIZE: 24 x 28.

CONDITION: Fair.

OTHER BUILDINGS: 2 packing sheds, woodshed, small chicken house.

NAME OF LESSEE OR RENTOR: James Watson.

TERMS: $300.00 from May 1st. 1942 to April 30,1943. Cash paid. Amount to be paid for duration to be arranged by Custodian at end of lease. Copy of lease supposed to have been sent to Custodian's office.

WATER: Well. ON: OFF:

LIGHT: Yes. ON: OFF:

REMARKS: Upstairs unfinished. Ceiling of house is V joint, walls rough boarded, bedroom finished with building paper.
Left on property 1 dog, 1 cat.
Will be responsible for chattels.

INVENTORY OF CHATTELS LEFT ON PROPERTY

In house.
(being used)

~~Heater.~~ §

Kitchen range.

~~2 " chairs.~~ §

In small cupboard in wall.

~~Trunk.~~ Shipped
~~Leather suitcase.~~ Shipped
~~Table lamp.~~ §
Kitchen utensils.

In woodshed.
(may be used)

Lge. box containing garden tools, crow bars, §
peaveys etc.(locked up) §
~~Cross cut saw.~~ §
~~Berry carrier.(small cart with bicycle wheels)~~ A
Wheelbarrow. §
~~3 Bdles. Shingles.~~ A

Sold by auction 20/5/43
Surrey B

Signed:

J. Morimoto.

NOV 26 1947

V.L.A.

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

7719

H 569
BC 3-5P 1553B
Pnw 32

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

(1) NAME MORIMOTO (Print) Surname SEIICHIRO Given Name **(RCMP) Reg. No.** 12600

(2) Pre-Evacuation Address R.R.#3 NEW WESTMINSTER B.C.

(3) Present Address P.O. BOX 126 VINELAND STATION ONTARIO

(4) REAL ESTATE

(a) Street Address (if any) JOHNSON ROAD SURREY (City or Municipality) B.C. (Province)

(b) Legal description (lot number, block number, section number, etc.) BLOCK "B" OF THE SOUTH HALF OF SECTION SIXTEEN "16" BLOCK "5" NORTH RANGE "1" WEST MAP "5021" IN DISTRICT OF NEW WESTMINSTER.

(c) Type of Real Property (cross out words which do not apply):

(i) Farm
(ii) Residence — **Type of business** STRAWBERRY FARM
(iii) Business
(iv) ~~Any other type of property~~ (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) SOLE OWNER

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - - - - - - - - - - - - - - $
(ii) Buildings - - - - - - - - - - - - - - - - $
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 5,000
(v) Amount at which Custodian sold property and credited your account - - $ -540 ✓
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 4,460

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation R.R.#3 JOHNSON ROAD NEW WESTMINSTER BC

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.) HOUSE AND SHED

(c) How stored or packed at time of evacuation PACKED IN BOXES AND SOME BETWEEN THE WALL AND FLOOR

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

JAMES WATSON AND CUSTODIAN

(e) Itemized description of personal property which is the subject of the claim:

1.	FARM IMPLEMENTS	Estimated Value $ 100
2.	SOUTH PORTMANN BERRY GROWERS	Estimated Value $ 41
3.	CO-OPERATIVE ASSOCIATION SHARE	Estimated Value $
4.	HOUSE IMPLEMENTS	Estimated Value $ 50
5.		Estimated Value $
6.		Estimated Value $
7.		Estimated Value $
8.		Estimated Value $
9.		Estimated Value $
10.		Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 191

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 4,651

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)

(b) Do you require the services of an interpreter at the hearing? Yes or no YES

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA)
of)
TO WIT:)

S. Morimoto

I, SEIICHIRO MORIMOTO of the VINELAND STATION, ONTARIO
of in the

DO SOLEMNLY DECLARE THAT:
The information set out in the form above is true and correct to the best of my knowledge, information and belief 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 the Village)
of Beamsville)
in the County of Lincoln)
this 21 day of November)
A.D. 1947.)

F. L. Laundry
A Commissioner &c.

N.B.—THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

HIS HONOUR, JUDGE M. A. MILLER, SUB-COMMISSIONER

Toronto, Ontario,
November 24, 1948.

IN THE MATTER OF THE CLAIM OF
SEIICHIRO MORIMOTO

PROCEEDINGS AT HEARING.

APPEARANCES:

K. A. CHRISTIE, ESQ., K.C. — appearing for the Dominion Government

R. A. REID, ESQ., — appearing for the Claimant.

A. SMITH, ESQ., — Secretary

D. J. HANFORD, ESQ., — Official Interpreter

J.R. McGREGOR, ESQ., — Official Reporter.

SHIGEKUNI MORIMOTO, the claimant herein, having been first duly sworn, testified through the interpreter as follows:

DIRECT EXAMINATION BY MR. KENT:

Q. Is that your signature? A. Yes.

Q. Was that form prepared upon your instructions? A. Yes.

Q. You swear the contents of it are true?

A. Yes.

(REAL ESTATE FARMLAND CLAIM FORM MARKED EXHIBIT NO. 1)

MR. CHRISTIE: I tender as Exhibit 2 the Farm Appraisal Report.

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 2)

MR. KENT: I understand that you had a small farm comprising about 9 acres not very far from New Westminster, about 7 miles away?

A. Yes.

Q. And you had apparently bought this property in 1937 unbushland? A. Yes.

Q. And of the 9 acres you cleared 6 acres?

A. Yes.

Q. Now, did you do that all yourself or did you hire someone to help you?

A. Yes, I hired someone.

Q. One man or several men?

A. Just one man, sometimes two men and a team of horses.

Q. So this estimate of $1500. would represent what you paid out for this man and the rent

E. Morimoto,
In chf.

of the loss of horses plus my powder you bought and so on, and your labour? A. Yes.

Q. Now this ditch, was this an open ditch or a covered ditch?

A. Covered.

Q. Of the 3000 feet how much was covered?

A. Over 2000 feet.

Q. Covered with wood, was it? A. Yes.

Q. This $50. you put in for the cost of a roadway built in 1937, was that a lane on the property itself? A. Yes.

Q. Now apparently you did most of the work of building this house in 1938 yourself, and of the $100. you have here put out for labour, was that put out by carpenters? A. Yes.

Q. And it is a four roomed House, is it?

A. Yes, the upstairs is not finished yet.

Q. How many rooms would there be in the upstairs when it was finished? A. Two rooms.

Q. As it was, it was just left as an attic was it? A. No.

Q. There was no wall between the rooms?

A. No, not yet.

Q. What type of lumber was it built of? Was it fir or spruce, or do you know?

A. I don't know. The foundations were cedar trees.

Q. And this packing shed, and the other out which was built, I suppose that is where you packed

your strawberries, was it?

A. Yes.

Q. According to your claim you had about five acres of strawberries, and you didn't have any other crop than strawberries? A. No.

Q. Did you always grown strawberries there?

A. Yes; just some raspberries.

Q. Were there any raspberry canes there at the time of the evacuation? A. Yes.

Q. How much would there be?

A. Just a few rows.

Q. How did you spend your full time forming this place or did you have another job?

A. Just farming.

Q. You made your living out of this farm?

A. Yes.

Q. How big a family have you got; how many did you have before the evacuation?

A. Six.

Q. Six children? A. Yes.

Q. Were they all dependent on you or were some working before the evacuation?

A. Just me.

Q. You were the only one working?

A. Yes.

Q. Can you estimate for us how much your income was from this farm before you were moved? Do you know in dollars and cents how much you would take in from the farm?

A. About $3000.

Q. In a year?

A. Not every year; that increased every year with clearing of the land.

Q. The year before the evacuation you say you made about $3000?

A. Yes.

Q. That was gross? A. Yes.

Q. Then you had to pay for fertilizer and other expenses out of that $3000? A. Yes.

Q. The expenses would come out of the $3000? A. Yes.

Q. Did you consider it was a fairly good farm area? A. Yes, I think it was good.

Q. If it hadn't been for the war you would have stayed there and continued to farm it would you?

A. Yes.

Q. Is that your signature?

A. Yes.

Q. And was that form prepared upon your instructions? A. Yes.

(PERSONAL CHATTELS CLAIM FORM MARKED EXHIBIT NO. 3)

MR. CHRISTIE: I tender as Exhibit 4 the Analysis of Personal Property Claim.

MR. REST: You left some furniture and tools and so on at your farm when you were evacuated? A. Yes.

Q. And according to your form you left them in the house? A. Yes.

Q. You moved everything into the house and

left is there? A. Yes.

Q. Then did you notify the Custodian you had left the goods in the house, or what did you do about it? A. I kept them in the house.

Q. Did you make a list of them at that time before you had to make out the A.P. Form?

A. Yes.

Q. Apparently there were some goods shipped to you by a man named Watson who rented the place?

A. Yes.

Q. But your claim says you are not claiming for any of these goods? A. No.

Q. What is this Japanese carriage?

A. Just two wheels and you push it by hand.

Q. Is it to push kiddies around or a baby?

A. It is a buggy like.

Q. On your claim form it states that you bought it new in 1939 for $435. That cannot be correct -- you now value it at $200 A. Yes.

Q. Is that correct, did you pay $435. for this carriage in 1939; do you know what you paid for it? A. Over $100. I bought it in Japan and brought it over to this country.

Q. You say you paid over $100. for it?

A. Yes.

Q. Not $435.? A. No.

Q. What was this cable to be used for?

A. For pulling stumps.

Q. Did you use it very much? A. No.

S. Moynete.
In chf.

Q. This glass for the green house, was it just ready to be used in the house or was it actually placed in the frames?

A. Yes.

Q. The glass was actually in the frames?

A. Yes.

—Page 8 follows.

CROSS-EXAMINATION BY MR. CHRISTIE:

Q. I am showing you a J.P. Form, dated May 5, 1948. Is that your signature (indicating)?

A. Yes.

MR. CHRISTIE: I am tendering this form as Exhibit 5, your Honour.

(J.P. FORM, MARKED EXHIBIT NO.5)

Q. I think you told my friend this morning that you had made an income of $5,000. a year from your farm and I was not clear whether that was gross income.

THE SUB-COMMISSIONER: He said he had expenses to pay out of it.

MR. CHRISTIE: I will come to that. He did not say what they were.

THE WITNESS: $5,000. was the gross.

Q. What expenses would you have to pay out of that?

A. About $1,000.

Q. So, you would make roughly $4,000. a year from your farm?

A. Yes. I think so.

Q. You bought this property in 1937 from Violet Kaye Brougher, under an agreement for sale, at a price of $480.? Is that correct?

A. Yes. That is right.

Q. And do you know at the time of your evacuation how much you owed under this agreement?

A. $130. I owed.

MR. CHRISTIE: I am filing as Exhibit 6 a statement by the vendor, Violet P. Brougher, dated March 1, 1944,

in which she states that the total amount owing on the agreement as of the 20th February, 1946, was the sum of $154.85.

(STATEMENT BY VENDOR, MARKED EXHIBIT NO.6)

Q. Why have you not paid the balance of the purchase price out of your earnings from the farm?

A. The expenses for maintaining my family were so large that I did not have any cash left over.

MR. CHRISTIE: I file as Exhibit 7 the agreement for the sale of the land, dated February 14, 1937, between Violet Skye Brougher, as vendor, and Shizuro Morimoto, as the purchaser, $800. to be paid on the execution of the agreement and then it provides for $50. per year.

(AGREEMENT FOR SALE OF LAND, FEBRUARY 14, 1937, MARKED EXHIBIT NO.7)

Q. You rented this property to a Mr. Watson?

A. Yes.

Q. And what rent did he pay you?

A. I think it was $300. the first year.

Q. Pardon? A. $300. the first year.

Q. $300. the first year? A. Yes.

Q. And was he to have the place for more than one year? A. Yes; just one year, sir.

Q. Only one year? A. Yes; It was just for one year. The Commission said they would watch it, so I could not make an agreement for more than one year.

Q. In this rental of $300., did you give Mr. Watson the use of certain chattels, of certain articles on your farm? A. No,sir, there was no arrangement

S. Morimoto,
Dr.ex.

to leave the farm tools.

Q. Well now, where did you leave your household goods when you were evacuated?

A. In the house.

Q. And was Mr. Watson a tenant there at the time that you left your goods there?

A. No.

Q. Did you leave any of these goods in the care of Mr.Watson?

A. No.

Q. Where was the kitchen range left, and the heater? A. They were left in their usual places, in the kitchen.

Q. Was Mr. Watson not to have the use of these?

A. But not to use them.

Q. How would you expect Mr. Watson to heat the place, - to put in another stove?

A. When I leave my house I lock up my house. We had no time enough to lock up the doors.

MR. GERSTEN: I am filing as Exhibit 8 a letter dated July 20, 1942, from James Watson to R.D. Richardson, Manager of the Farm Department Japanese Evacuation Comm'ee, as Exhibit 8.

(LETTER, JULY 20, 1942, MARKED EXHIBIT NO.8)

Q. Reads:

"Dear sirs

re: property leased from S. Morimoto.

I am living on this property - 1288 Johnston Road, Surrey. The copy of my lease will be forwarded to you immediately.

The chattels belonging to Morimoto and being used by us are as follows:

1 kitchen range

1 heater

4 tables

4 chairs

2 two-wheeled bicycle push-cart

1 hose.

The balance of Morimoto's garden tools are locked up and stored for safe keeping in this house, which I will be responsible for."

Are you telling us Mr. Watson was using these different articles mentioned in this letter without your permission?

A. I did not especially give him permission to use them. They were just left there and I suppose he used them after I left.

Q. You were evacuated on June 1, 1942. Is that right?

A. Yes.

Q. And this lease was made to Mr. Watson on April 27, 1942. Is that correct?

A. Yes, I think so.

Q. Well now, where were you between the date of the lease, April 27, 1942, and the date of your evacuation June 1, 1942? A. I was in my own place at New Westminster.

Q. In where?

A. In my place, Johnson Road, New Westminster.

E. Morinobe,
Cr.ex.

Q. When did Mr. Watson move in, do you know?

A. I do not know what time he came up.

THE SUB-COMMISSIONER: Q. He did not come until after you left? A. No.

MR. CHRISTIE: Q. Did you give a list of your personal property to anyone?

A. There was a young Japanese man came to New Westminster, a representative of the Commission. I gave him a list.

Q. When was that?

A. About April, 1942. I do not know what day it was in April. It was about April.

Q. Pardon? A. About April.

Q. Well, then, where were all these articles stored in the house of which you gave a list?

A. In the bedroom and some upstairs.

Q. And were some of these goods secreted in the walls of the house of which you gave no list to the Custodian?

A. Yes.

Q. You would not expect the Custodian to know of these goods located in the walls?

A. I sent a letter to the Custodian where I keep them.

MR. CHRISTIE: I file as Exhibit 9 a report of the Royal Canadian Mounted Police, dated August 15, 1945.

(R.C.M.P. REPORT, AUGUST 15, 1945, MARKED EXHIBIT NO.9)

Q. With respect to this Japanese carriage, would that be the two-wheel bicycle pushcart to which Mr. Watson

was referring? A. Yes. I think so.

Q. Where was this one-inch cable left, the 100 feet of one-inch cable?

A. I think in the woodshed.

Q. Was it in use at the time attached to anything

A. Yes, I used it. It was just wire cable left like in the woodshed.

Q. That is all, thank you.

THE SUB-COMMISSIONER: Any other documents?

MR. CHRISTIE: Yes, your honour.

I file as Exhibit 10 the Certificate of Encumbrance.

(CERTIFICATE OF ENCUMBRANCE, MARKED EXHIBIT NO.10)

I will file as Exhibit 11 the auctioneer's sheets.

(AUCTIONEER'S SHEETS, MARKED EXHIBIT NO.11)

I will file as Exhibit 12 the Real Property Summary.

(REAL PROPERTY SUMMARY, MARKED EXHIBIT NO.12)

It is submitted, your honour, that the real property was sold at its fair market value.

It is submitted that those articles of personal property which were sold were sold at their fair market value.

It is submitted that the valuation of the other articles of personal property is excessive.

It is submitted that the Custodian is not responsible for any articles of personal property which were not left in his custody.

THE SUB-COMMISSIONER: Even in the wall?

S. Moriuchi claim.

MR. CHRISTIE: I could say in the custody of another person. Probably that is why your honour commented.

MR. HUNT: I think most of them were finally discovered and sold. I do not think it is a matter of much importance.

(PROCEEDINGS ADJOURNED SINE DIE)

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

A.G. Veitch.

A.G. Veitch,
Official Reporter.

I, M.A. Miller, Deputy Commissioner, appointed to hear a Commission to investigate claims of Japanese Canadians for property loss, do certify the foregoing is a true copy of the evidence heard on the within claim.

M.A. Miller

M.A. Miller,
Deputy Commissioner.

DEFENCE BRIEF

Seiichiro MORIMOTO

File No. 7719

Case No. 1291

Toronto, Ontario
Nov. 24/48

V.L.A Sheet A27, Line 5

REAL PROPERTY CLAIM

1. Block "B" of the South half of Section 16, Block 5 North Range 1 West Map 5021, Municipality of Surrey in the District of New Westminster.

Claim	Appraised at	Sold for
$4980.00	$550.00	$540.00

Witness: R.W. Brown, Appraiser

Farm Appraisal Report states this 9.08 acre property is not in a good farming district, the soil being light and only partly developed. There are no fences. Farm fairly well cultivated and suitable for small fruits and poultry. Some weeds and thistles.

House is in fair shape but is not well constructed according to the Appraiser. It is unfinished upstairs and has no basement. The three outbuildings were reported to have no value. He stated definitely: "This is not a good property."

Property was purchased in 1937 for $450.00 under Agreement for Sale. Statement on Claim file signed by Vendor on October 21, 1942, shows balance of Principal owing to be $130.00 plus interest from February 16, 1942, the date final payment became due, plus 1937 Taxes $8.95 - Total $154.85. Yet Mr. MORIMOTO stated at Hearing (Transcript, Page 5, Lines 5, 6 & 7) that he grossed $3000.00 the year before Evacuation. On cross-examination (Transcript, Page 8, Lines 19, 20 & 21) he stated he thought his Net Income would be $2000.00.

Mr. MORIMOTO claims that the 5 acres cleared on the property were in strawberry crop. The Farm Appraisal Report, however, states 4 acres were cleared and planted in strawberries with a few raspberries, all of fair quality. The Custodian's Agent also reported about 3½ acres of strawberries out of 4 acres cleared. The latter report is on Claim file.

With a letter dated September 14, 1943, the B.C. Security Commission, enclosed copy of letter dated Sept. 8, 1943, in which Mr. MORIMOTO is reported to have told Mr. David Saunders, Local Treasury Officer, that 4 acres of his 9 acre farm were under cultivation. This correspondence is on Claim file.

Assessment Notice (1943) shows following values for the above property:

Land	$325.00
Improvements	325.00
	$650.00

PERSONAL PROPERTY CLAIM

2. Household goods and Farm Equipment.

Claim
$138.50

2.
Claim
$138.50

(a) Goods valued by Claimant at $74.50 sold at auction for $25.75

(b) " " " " " 20.00 (Jap. Carriage) abandoned

(c) " " " " " 28.00 not accounted for, theft, etc.

(d) " " " " " 16.00 appear to have been shipped to him. If not would probably come under (b) or (c) above.

Claim- $138.50 Sold at Auction- $25.75

Note: A Quantity of goods were secreted in the dwelling on the property of Mr. MORIMOTO. R.C.M.P. letter August 13, 1943.

Submission: It is submitted that Real Property was sold at its fair market value.

It is submitted that goods sold at auction were sold at fair market value.

It is submitted that values placed on goods listed as abandoned, not accounted for, theft, etc., and those which appear to have been shipped or otherwise disposed of, are excessive.

It is submitted that the Custodian is not responsible for goods which were not disclosed to him.

It is submitted that Mr. James Watson, Lessee, was an Agent of Mr. Morimoto. He assumed responsibility in letter dated July 20, 1942. He also shipped goods to Mr. Morimoto.

Witnesses	Where Required.
R.W. Brown	1. Appraiser, V.L.A.
David Saunders	1. Dept. of Labour, Jap. Div.
J. Moryson	1. Staff
R.M. Anderson	2. Staff
Const. W.A. Griffin	2. R.C.M.P.
Trapp Motors Limited	2. Auctioneer.
James Watson	2. Lessee

WJJ:Ha

Name of Claimant MORIMOTO, Seiichiro Case 1291

Custodian File 7719

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices: % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
					540.00		696.76				696.76

PERSONAL PROPERTY

Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	

NETS

Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
39.65	25.75	7.72	64.97%	74.10	47.70			55.42

TOTAL RECOMMENDATION 752.18

7719

October 11th, 1950

Mr. Saiichiro MORIMOTO,
Township of Grantham,
R. R. # 2,
St. Catherines, Ont.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1291

We have received from the Co-Operative Committee on Japanese Canadians, our form of Release which has been executed by yourself covering the award recommended under the above Claims Commission for the sum of ... $ 752.18.

Cheque in your favour is enclosed for $ 687.16

and we have paid the Co-Operative Committee .. $ 65.02

for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS:RK
Encl.