

12902



COPYZ

R. R. 1 Whonnoek, B. C.  
April 23/45.

Dept. Sec. of State

Dear Sirs:

Please find below report and valuation of the following property viz.

Lot B Block 2 of Lot 3 of Lot 12, Sec. 36, Bl. 6 N.  
R. 1 E, Map 6328.

This property is situated about 300 ft. on side read from Harris Rd. just South of C. P. R. Station at Pitt Meadows. Property consists of 2 ac. of good level land on which are a large hall and a small 3 room house and small outhouse. On the ground floor of the Hall there are 4 rooms. 2 of these rooms are finished with 1 x 4 tongue and groove fir, other 2 rooms are poorly finished being lined with wide shiplap.

Building is 50 x 27 and cement foundations with 8 x 12 porch upstairs. Upper floor is at present time used for church service. It is very well finished with 1 x 4 fir No. 2 good size room 27 x 50 with porch. This building appears to be in very good condition.

The small house of 3 rooms and small basement is not so well built. Being draughtly and not well built. It is very patchy and the outhouse is very small and not of much value. Electric light on property.

Value of Land	\$ 700.00
" " Hall	2500.00
" " House	200.00
" " Outhouse	<u>25.00</u>
Total	\$3425.00

"Wm. H. Ansell"

Appraiser.

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

May 29, 1948.

*L. McHugh*



Mr. K. W. Wright, Counsel,  
To the Custodian.

COPY

JAPANESE HALL PROPERTY AT PITT MEADOWS  
SENJURO SAITO and KINJAY HINATSU

Feb. 7/45

This property situated in the village of Pitt Meadows consists of two acres, which the owners purchased from myself in November 1939 for \$200.00, paying half down. They completed the payments a year later and a Deed was then prepared to the Pitt Meadows Japanese Farmers Association, but as they were not incorporated, and didn't wish to go to the expense at that time, the conveyance was never completed, the Title remaining in my name.

At the request of your office I have prepared a Deed to the original purchasers, Saito and Hinatsu, and which is in order following the Agreement of Sale. I am enclosing for your information a copy of this document, the Certificate of Title, is I presume, on file and the Land Registry Office at New Westminster, the original Agreement of Sale wasn't registered.

I have, with the consent of your office, negotiated direct with Mr. Saito regarding the sale of the property. On June 7th, 1944, Mr. Saito replied stating that he had consulted with Mr. Hinatsu and the rest of the shareholders, and that they would not be interested in any offer less than \$3500.00. I am enclosing a copy of this letter for your files.

I had had an offer from the Catholic Church of \$1000.00 which I understood later would be raised to \$2000.00. I had an interview with the priest recently and he left me with the impression that the \$2000.00 offer could still be confirmed, but that the church would want the whole property. I tried to get an offer for \$2000.00 for the hall alone, or \$2500.00 for the whole property, but was unsuccessful so far.

I obtained the services of a photographer and took photographs of the buildings, which I enclose for your information, which includes a photograph of the interior showing how the hall is now fitted up for church services.

I took a carpenter to review the possibility of either converting the hall into a duplex dwelling or dismantling for the purposes of reconstruction, but neither of these seemed feasible if the purchaser had to pay as much as the Catholic Church appeared to be ready to pay for the building as is as you will see by the photographs.

The property contains the hall proper, a building 24 x 50 with a full basement with a seven foot ceiling, the ceiling in the main hall being 19 feet. The building is finished on the outside with shiplap and siding to the belt-course, and shingles on the basement walls, and shingles on the roof. Inside the basement is finished with shiplap and the main hall with V joint. The foundations and the basement floor are of concrete. The one end of the basement has been finished off in two rooms, kitchen and bedroom. The building has been built for about 5 years and has not been painted either inside or out.

About half an acre of land has been cleared and contains 4 fruit trees. Another small building is located on the South East Corner of the property, is 18 x 20 feet with 3 rooms, finished on the outside with short lengths of fir siding and V joint on the inside. There is a small woodshed 10 x 14 behind the cottage lightly constructed of shiplap. ~~There is a small woodshed 10 x 14 behind the cottage lightly constructed of shiplap.~~ There is a large woodshed 20 x 12, also light construction, behind the main hall. The cabin has not been painted and has been built about the same length of time as the hall.

After going carefully over the property I do not see any possibility of obtaining the price that Mr. Saito suggests. I had thought that the Church could probably be induced to raise their offer to \$2500.00 for the whole property. It should be easy to sell the cabin and one acre, practically all of which would be uncleared as the centre line would come very close to the cabin, for \$500.00 and \$2000.00 would be the most we could expect to realize for the hall from any purchaser, I would however, put the whole property at \$2500.00. If these buildings were near a good sized town they would of course be much more saleable as the big basement could be used for some sort of storage, but Pitt Meadows is a small two store village that offers little use for such a structure.

I am enclosing a new Conveyance referred to above and also for your information the original Agreement of Sale, and the Conveyance that was prepared for the Pitt Meadows Japanese Farmers Association.

Yours truly,

" H. MENZIES "

Appraiser.

HM:SP

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

May 29, 1948

*W. C. McHugh*



File No. 3362

SUMMARY RELATIVE TO CLAIM OF  
Kinya HINATSU - Regn. No. 14253.

Mar. 16/48

REAL PROPERTY:Lot 1 of W<sup>1</sup>/<sub>2</sub>, Sec. 14, Block 6, North, Range 1 East, Map 4731, Mun. of Pitt Meadows, D.N.W.

	<u>Assessed Value</u>	<u>S.S. Bd. Appraisal</u>	<u>V.L.A. Purchase</u>	<u>Claimants Valuation</u>	
Land	\$1400.00	\$ 992.50		\$3000.00	20.5 acres
Improvements	<del>1300.00</del> 2680 4880	1500.00		3000.00	
	\$2700.00	\$2492.50	\$2447.00	\$6000.00	
		Less purchase price		<u>2447.00</u>	
		Amount of claim		<u>\$3553.00</u>	

Land valued by claimant at \$146.3 per acre.

File Nos. 3362  
8273  
12902SUMMARY RELATIVE TO CLAIM OF  
Kinya HINATSU & Senjuro SAITO re PITT MEADOWS  
JAPANESE FARMERS' ASSOCIATION

Lot B of Lot 2 of Lot 3 of East pt. of Lot 12 of Sec. 36, Block 6 North, Range 1 East, Map 6328, Mun. of Pitt Meadows, D.N.W.

2 acres with  $\frac{1}{2}$  acre cleared, having thereon a community hall building, 24' x 50' and a small cabin 18' x 20' with three rooms and wood shed. Jointly owned by Kinya HINATSU & Senjuro SAITO.

	<u>Assessed Value</u>	<u>Appraisal 7/2/45</u>	<u>Appraisal 23/4/45</u>	<u>Claimants Valuation</u>	<u>Sold</u>
Land	\$ 200.00				
Improvements	2000.00				
	\$2200.00	\$2500.00	\$3625.00	\$3500.00	\$2750.00
		Less selling price		<u>2750.00</u>	
				<u>\$750.00</u>	
		Loss claimed by above named owners		\$1000.00	
		HINATSU's share		<u>\$500.00</u>	

Kinya HINATSU and Senjuro SAITO represent an unregistered association, the Pitt Meadows Japanese Farmers' Association, and are jointly claiming for a loss of \$1000.00 in the sale of the above described property.

This claim has been dealt with in Claim File 12902, 3362 & 8273, and the relative documents have been filed in this Claim File. The following summary was filed with this claim.

"The property was advertised for sale in the local newspapers on the 14th, 15th, 16th & 17th April, 1945, and tenders of \$1000.00, \$1010.00 and \$1500.00 were received and rejected.

In June 1945 it was listed with all Haney Real Estate dealers at a minimum of \$2500.00. Sold to the Roman Catholic Church for \$2750.00, with approval of the Advisory Board. The nett amount of \$2609.30 is held by Custodian to credit of Senjuro SAITO and Kinya HINATSU In Trust".



Mr. K.W. Wright, Counsel,  
To the Custodian.

JAPANESE HALL PROPERTY AT PITT MEADOWS  
SENJURO SAITO and KINJAY HINATSU

*Feb 7 1945*

This property situated in the village of Pitt Meadows consists of two acres, which the owners purchased from myself in November 1939 for \$200.00, paying half down. They completed the payments a year later and a Deed was then prepared to the Pitt Meadows Japanese Farmers Association, but as they were not incorporated, and didn't wish to go to the expense at that time, the Conveyance was never completed, the Title remaining in my name.

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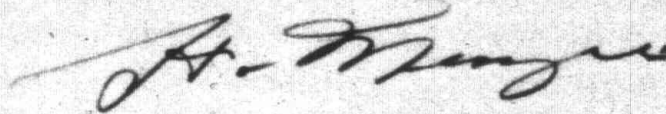
About half an acre of land has been cleared and contains 4 fruit trees. Another small building is located on the South East Corner of the property, is 18 x 20 feet with 3 rooms, finished on the outside with short lengths of fir siding and V joint. on the inside. There is a small woodshed 10 x 14 behind the cottage lightly constructed of shiplap. There is a larger woodshed 20 x 12, also light construction, behind the main hall. The cabin has not been painted and has been built about the same length of time as the hall.



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I am enclosing a new Conveyance referred to above and also for your information the original Agreement of Sale, and the Conveyance that was prepared for the Pitt Meadows Japanese Farmers Association.

Yours truly



Appraisor.

HM:SP











July 26th, 1946.

REAL PROPERTY MEMORANDUM

FILE NOS: 12902, 3362 and 8273.  
NAMES: Kinya HINATSU and Senjuro SAITO  
CATALOGUE NO: Special Ad.  
RE: Harris Road, Pitt Meadows, B.C.  
- Community Hall and Small Shack.

CERTIFICATE OF ENCUMBRANCE:

Description of Property: Lot "B", Block 2 of Lot 3 of  
Lot 12 of Section 36, Block 6  
North, Range 1 East, Map 6328,  
Municipality of Pitt Meadows,  
in the District of New Westminster.

Encumbrances: None.

Taxes: Paid in full 1945 Taxes.  
No Arrears.

Vested: Nos. 26038 and 28826.

VALUATIONS BY APPRAISERS: \$3625.00 (Ansell)  
\$2500.00 (Henzies)

AMOUNT OF BID: \$2750.00.

APPROVED BY ADVISORY COMMITTEE: July 17th, 1946.

AMOUNT RECEIVED BY CUSTODIAN: \$2750.00.

NAME OF PURCHASER: "The Roman Catholic Archbishop  
of Vancouver".

Prepared by: *L. H. Ansell*

Approved by: *L. H. Ansell*

DAC:JS



**DEPARTMENT OF THE SECRETARY OF STATE**  
*Office of the Custodian*  
**REAL PROPERTY  
FOR SALE BY TENDER**

The Secretary of State of Canada, acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading With the Enemy (1943) hereby offers for sale by public tender such interests as are vested in him in the following properties:

**CITY OF VANCOUVER**

**PARCEL A:** Lot 8, Block 59, District Lot 196, New Westminster District, Plan 196, known as 640 East Cordova Street, upon which is situate a one-storey frame factory building.

**PARCEL B:** Lots 17 and 18 in the West  $\frac{1}{2}$  of Subdivision "C" of District Lot 328, Group 1, New Westminster District, Plan 2204, known as 1625 Kent Street, upon which is situate a chicken house and shed. Building used as dwelling not included.

**NORTH VANCOUVER**

**PARCEL C:** Lot 17, Block 4 of Blocks 2 and 5, District Lot 616, Group 1, New Westminster District, Plan 2990, being a Vacant Lot on 17th Street between William and Rupert Avenues.

**WEST VANCOUVER**

**PARCEL D:** Lot 6, Block 12 of Blocks 7 to 12, District Lot 775, Group 1, New Westminster District, Plan 4595, known as 2152 Marine Drive, upon which is situate a dwelling with a store front.

**MATSQUI**

**PARCEL E:** Part (The North Westerly 29.975 acres more or less) of the North  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of Section 11, Township 14, as shown and lettered "B" on sketch deposited 1110, Save and Except part 7.5 acres as shown on sketch deposited No. 5250, Group 1, Municipality of Matsqui, in the District of New Westminster, being a Farm Property of 22.475 acres, more or less, near Mt. Lehman Road, upon which is situate a five-room dwelling and outbuildings.

**PARCEL F:** Lot 2 of the North West  $\frac{1}{4}$  of Section 16, Township 16, Map 3296, Municipality of Matsqui, in the District of New Westminster, being a Farm Property of 4  $\frac{1}{2}$  acres, more or less, on Ware Road, Abbotsford, upon which is situate a six-room dwelling, barn and poultry house.

**MISSION**

**PARCEL G:** Lots 12 and 13 of the North  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of Section 29, Township 17, Map 2849, Municipality of Mission, in the District of New Westminster, being a farm property of 10 acres more or less, known as 3975 Cherry Street, on which is situate a dwelling, barn and outbuildings.

**PITT MEADOWS**

**PARCEL H:** Lot "B," Block 2 of Lot 3 of Lot 12 of Section 36, Block 6 North, Range 1 East, Map 6328, Municipality of Pitt Meadows, in the District of New Westminster, on Advent Road, containing 2 acres, more or less, on which is situate a community hall and cottage.

**SURREY**

**PARCEL I:** Lot 3 of the North West  $\frac{1}{4}$  of Section 30, Township 2, Map 1607, Municipality of Surrey in the District of New Westminster, being a Farm Property of 6.3 acres, more or less, known as 410 Scott Road, upon which is situate a 7-room dwelling, chicken houses and sheds.

**DELTA**

**PARCEL J:** Lot 40 of the North East  $\frac{1}{4}$  of the North East  $\frac{1}{4}$  of Section 25, Township 4, Map 1416, Municipality of Delta, in the District of New Westminster, on Bailey Road, on which is situate a one-storey frame hall building.

Tenders for the purchase of such interests in the above described properties as are vested in the Custodian will be received subject to the following terms and conditions:

1. Each tender must be for one of the parcels described, but a separate tender may be filed for each of several parcels.
2. A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.
3. A certified cheque payable to the order of the Secretary of State as Custodian for ten per cent. (10%) of the amount offered must accompany each tender. The deposit will be forfeited as liquidated damages if the tender is accepted and not completed by the purchaser immediately upon his being required to do so by the Custodian.
4. Each tender must be in a separate sealed envelope addressed to The Office of the Custodian, 509 Royal Bank Building, 675 West Hastings Street, Vancouver, B.C., and each envelope must be marked on the outside "Tender for Real Estate."
5. The balance of the purchase price shall be paid in cash.
6. All adjustments shall be made as of the date of conveyance.
7. The property is sold subject to existing leases and encumbrances, if any.
8. The property is offered for sale without any warranty whatsoever by the Custodian as to location or condition of buildings or improvements of the existence or non-existence of any encroachments.
9. The Custodian reserves the right to cancel any accepted tender and to refund the deposit at any time prior to delivery by him of the conveyance or transfer.
10. Neither the highest nor any tender will necessarily be accepted.

Cheques in respect of unaccepted tenders will be returned in due course. Tenders will be received by the undersigned up to Noon, Pacific Daylight Saving Time, on the 5th day of May, 1945. Further particulars may be obtained during office hours any day up to Noon on the 4th day of May, 1945, and arrangements made with the undersigned to inspect the said premises.

DATED AT VANCOUVER, BRITISH COLUMBIA, this 14th day of April, 1945.

**THE CUSTODIAN**  
509 Royal Bank Building,  
675 West Hastings Street,  
Vancouver, B.C.



**This Agreement,** made in duplicate this **First**  
day of **November** in the year of Our Lord one thousand nine hundred and **Thirty-nine...**  
**BETWEEN**

**HALBERT MENZIES**

of the town of Haney, in  
the province of British  
Columbia. Notary Public.

Name,  
Address, and  
Occupation  
of Parties

hereinafter called the "Vendor" of the one part,

AND

**SENJURO SAITO**  
and  
**KINYA HINATSU**

both of the town of Pitt  
Meadows, province afore-  
said. Farmers.

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 Pitt Meadows, in the province of British Columbia, more particularly known and described as Lot "B" of Lot Two (2) of a subdivision of Lot Three (3) of a subdivision of Lot Twelve (12) Block Six (6) North Range One (1) East, in the District of New Westminster.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of **TWO HUNDRED DOLLARS (\$200.00)**-----Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of **ONE HUNDRED DOLLARS (\$100.00)**-----Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows: **The sum of \$100.00 on the 1st day of November, 1940.**

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of **Six (6%)** per cent. per annum, payable **with the above** payment of Principal.



NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOETH COVENANT, PROMISE AND AGREE to and with the Vendor that he will 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 payment 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 DOETH 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 the 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 default shall continue, these provisions shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for non-fulfilment of this Agreement to purchase the said land and pay the price thereof and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchasers thereof.

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

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

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

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

Signature of Witness

Street Address

City

Occupation

*John V. Menzies*  
*Harry B. G.*  
*Stenographer*

*Halbert Menzies*  
*S. Saito*  
*K. Hinata*

#### AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA  
TO WIT

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

1. I was personally present and did see the within instrument duly signed and executed by \_\_\_\_\_ the part thereto, for the purposes named therein;
2. The said instrument was executed at \_\_\_\_\_
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 \_\_\_\_\_ 19 \_\_\_\_\_

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

#### FOR MAKER (INCLUDING MARRIED WOMAN)

I Hereby Certify that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_, in the Province of British Columbia,  
(whose identity has been proved by the evidence on \_\_\_\_\_, who is) personally known to me,  
the person mentioned in the annexed instrument as \_\_\_\_\_, that he has \_\_\_\_\_ the contents thereof, and that he executed the same voluntarily, and \_\_\_\_\_ is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at \_\_\_\_\_, in the Province of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, in the year of our Lord one thousand nine hundred and \_\_\_\_\_.

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

Note: When the person making the acknowledgment is personally known to the officer taking the same strike out the words in brackets.







506 Royal Bank Building,  
Vancouver, B.C.

12th July, 1946.

12902 ✓  
3362  
8273

K.W. Wright, Esq.,  
Counsel to the Custodian,  
Office of the Custodian,  
Victoria Building,  
Ottawa, Ont.

Dear Mr. Wright:

Re: Property at Pitt Meadows  
B/2/3 of 12/36/BGN/FILE

After your telephone call this morning I 'phoned Mr. Hal Menzies at Hancy and was advised that he was on his way to New Westminster.

I left the office immediately and went to New Westminster and had a confidential chat with Mr. Menzies. There is no doubt that Menzies had contacted some officers of the Roman Catholic Church and that he was endeavouring to effect a purchase of this property on their behalf.

He had written to the Archbishop and while not receiving a direct reply, he was contacted by the local Priest and asked for the proceedings to be followed, saying that the Archbishop desired to purchase the property. Menzies advised him to submit their offer and to enclose a cheque for 10%.

On the basis of that advice, Mr. Menzies telephoned me and stated that he was forwarding an offer to this office on behalf of the Roman Catholic Church. Mr. Menzies was advised a couple of days later by the local Priest that the Church authorities were dealing direct with the Custodian, but apparently some Church Officer placed the offer through Cahoun's Real Estate office.

Menzies submitted an offer which he had received from another client. In the first instance it was not his expectation that it would be accepted as he anticipated that we would already have received a direct offer from the Roman Catholic Church, from which he would be entitled to a commission.

Seeing that this offer did not come direct but was put through his competitor and received at a later date than his offer on behalf of his other client, Menzies was really in a favourable position.



12902  
3362  
8273

K.W. Wright, Esq.

However, Mr. Menzies is quite agreeable to any arrangement I can make that appears to be desirable and I am satisfied that if the Roman Catholic authorities become the purchasers, Mr. Cahoun will be agreeable to accepting half of the commission, the other half being paid to Mr. Menzies.

I find that the Archbishop who resides in Vancouver is out of town, but I have just contacted Rev. Father Carrol at Hammond, who apparently has full authority in regard to this matter. I explained the position of the Custodian to him and I intimated that it might be helpful if they could see their way to revise their offer somewhat and without hesitation Father Carrol said that if they could secure this property they would be prepared to pay the sum of \$2,750.--

In view of this I presume that it will be the wish of Ottawa that we should proceed along these lines and I am enclosing herein a copy of a letter which I have written to Mr. Menzies rejecting the offer received on behalf of his other clients.

Yours very truly,

F. G. Shears,  
Director.

FGS/PMH  
encl.



12902  
3362  
8273

12th July, 1946.

Hal Mensies, Esq.,  
Nancy, B.C.

Dear Sir:

Re: Special Ad. April 14, 1945  
Harris Road, Pitt Meadows, B.C.  
B/2/3 of 12/36/B6N/R1E

On July 2nd we acknowledged receipt of \$2,500.--, the full amount of your offer to purchase the above property on behalf of Mike Halas and Benjamin Schlick. We advised you at that time that this offer was subject to acceptance by the Custodian at Ottawa. This is in accordance with our published policy that no tender is necessarily accepted and the Custodian reserves the right to cancel at any time prior to delivery by him of conveyance.

The file in connection with this property has been fully reviewed. Negotiations for purchase were also being carried on on behalf of the occupants of this building at the same time your offer was received.

In view of the present tenancy the matter of obtaining possession might be difficult for any party other than the organization who have the use of the building.

In view of these circumstances it has not been considered advisable to complete the acceptance of your offer and our cheque for \$2,500.-- is enclosed herein.

Yours truly,

F. G. Shears,  
Director.

FGS/PMH  
encl.



506 Royal Bank Building,  
Vancouver, B.C.

12902

11th May, 1946.

K. W. Wright, Esq.,  
Counsel to the Custodian,  
Office of the Custodian,  
Victoria Building,  
Ottawa, Ont.

Dear Mr. Wright:

Re: Pitt Meadows Japanese Farmers Association.

When you telephoned this morning with reference to a property at Pitt Meadows I was able to outline the situation to you as it had been dealt with by the Advisory Committee at their last meeting.

I think that the Minutes of that meeting will answer the questions raised and they read as follows:

"File #12902 - Pitt Meadows Farmers Association"

Although this is styled as an Association the property is registered in the name of two Japanese.

On April 6th, 1945, the Committee agreed that it would be in order to dispose of this property and if sold the funds were to be placed to the credit of the Association as it was considered that the registered owners were merely acting as Trustees. The property was valued by Mr. W.H. Ansell for \$3,650.- and by Mr. Menzies for \$2,500.-. It was advertised on April 14th, 1945, and offers were received as follows:

Mr. Goodwin	-	\$1,000.-
Mr. Moore	-	1,001.-
St. Patrick's Rectory	-	1,500.-

These tenderers were all advised of the minimum price of \$3,000.- but no further interest was expressed.

The matter was again considered by the Advisory Committee on June 15th, 1945, and a minimum price of \$2,500.- was decided upon with a suggestion that the Custodian list this property with Real Estate Agents at Haney. This suggestion was carried out but no offers were received.



K.F. Fright, Esq.

"This property was included in the recent catalogue at a minimum price of \$2,500.--. The following two offers had been received and as these were identical in amount Mr. Shears produced the original letters and envelopes which indicated the date mailed and received as follows:

H. Menzies -- letter April 17th, postmarked April 18th received April 20th on behalf of Mike Halas and Benjamin Schlick.

M.A. Cahoon - Letter April 22nd, postmarked April 22nd, received April 23rd on behalf of the Roman Catholic Archbishop of Vancouver, Most Pure Heart of Mary Parish.

Mr. Shears stated that the building had been used by the Catholic Church from time to time since the Japanese evacuation but no rental arrangements had been made or any rental paid.

Mr. Menzies refrained from taking any part in the discussion except to say that both at this time and when tenders were made the Church people had contacted him but in each case had finally placed their offer in another Agent's hands.

Mayor Mott was of the opinion that the matter should be dealt with on the basis of the first offer received. Judge Whiteside agreed and the Committee agreed to sell to Mike Halas and Benjamin Schlick."

Copies of letters received from Mr. Hal Menzies and Mr. M.A. Cahoon who submitted the two offers are enclosed and also copies of my replies.

No documents have as yet been sent to Ottawa for signature as the matter is following our usual procedure and the Real Property Memorandum and the making out of the documents are now in course of preparation.



12902

K.W. Wright, Esq.

This was a property which in the first instance Mr. Mensies owned and sold to the Japanese in 1939. At the time of the Japanese evacuation the property had not been registered in their names but was attended to later.

The fact that the Roman Catholic authorities made an original tender of \$1,500.- indicates that they were interested in purchasing this property. As the offer which they made was not accepted you understand of course that since then we have been prepared at any time to receive offers, either from the Catholic authorities or any other interested party.

The sending out of our recent catalogue had resulted in offers being received on many unsold properties and this appears to have been the case in this particular instance.

You mentioned to me over the telephone that the purchasers whose offer is now being considered intended to use the building as a dance hall. We have no knowledge regarding this and it is not usual for us to enquire for what purpose the purchaser is acquiring any properties which we sell.

Yours very truly,

F. G. Shears,  
Director.

FGS/PMH

encl.



# This Indenture

Made the 31st day of January in the

year of our Lord one thousand nine hundred and forty-one.

**In Pursuance of the "Short Form of Deeds Act"**

**Between**

HALBERT MENZIES, of the town of Naney, in the Province of British Columbia, Real Estate agent,

Insert full Name,  
Street Address and  
Occupation of  
Grantor and of  
Grantee.

(hereinafter called the "Grantor")

AND

PITT MEADOWS JAPANESE FARMERS ASSOCIATION, of Pitt Meadows, British Columbia,

*(Society act)*

(hereinafter called the "Grantee")

WITNESSETH, that, in consideration of the sum of Two Hundred (\$200.00)

Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor DOETH GRANT unto the said Grantee, his heirs and assigns FOREVER



ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being IN THE Municipality of Pitt Meadows and consisting of Lot "B" of Lot Two (2), of a subdivision of Lot Three (3), of a subdivision of Lot Twelve (12), Block Six (6), North Range One (1) East, in the District of New Westminster

TOGETHER with all buildings, fixtures, commons, ways, profit, privileges, rights, easements, and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, rights, title, interest, property, claim and demand of him, the said Grantor, in, to, or upon the said premises.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; SUBJECT NEVERTHELESS to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

THE said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances.

AND the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.



AND the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

AND the said GRANTOR RELEASES to the said Grantee ALL HIS CLAIMS upon the said lands.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them, (where the context or the parties so require).

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

SIGNED, SEALED AND DELIVERED  
In The Presence of

Signature  
of Witness

*Herbert Menzies*

Street Address

City or Town

Occupation of Witness

*Henry B.C.*

*Notary Public*

*H. Menzies*



I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ in the Province of British Columbia (whose identity \_\_\_\_\_, 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 said instrument, and subscribed the name of the said \_\_\_\_\_ as the free act and deed of the said \_\_\_\_\_ attorney which has not been revoked.

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

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

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

**FOR ATTORNEY**

**Deed of Land**

**TO**

**Pitt Meadows Japanese Farmers Association**

**HALBERT MENZIES**

**Dated January 31st 1941**

**FOR MAKER (Including Married Woman)**

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 1941, at \_\_\_\_\_ in the Province of British Columbia, \_\_\_\_\_ (whose identity has been proved by the evidence on which \_\_\_\_\_ before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as part of \_\_\_\_\_, that he knows the contents thereof, and that he executed the same voluntarily, and he is of the full age of twenty-one years, 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-one.

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

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

**AFFIDAVIT OF WITNESS**

To Wit: \_\_\_\_\_ Province of British Columbia

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

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

2. The said instrument was executed at \_\_\_\_\_, and that \_\_\_\_\_

3. I know the said part \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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



# This Indenture

Made the 10th day of March in the year of our  
Lord one thousand nine hundred and forty-five.

In Pursuance of the "Short form of Deeds Act"

Between

HALBERT MENZIES, Real Estate Agent,  
of the town of Naney, in the  
province of British Columbia.

Insert full Name,  
Street Address and  
Occupation of  
Grantor and of  
Grantee.

(hereinafter called the "Grantor")

AND

SENJURO SAITO and KINYA HINATSU, Farmers,  
c/o Custodian of Enemy Property,  
506 Royal Bank Building,  
in the City of Vancouver,  
in the Province of British Columbia.

(hereinafter called the "Grantee")

WITNESSETH, that, in consideration of Two Hundred (\$200.00)

Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor, DOTH GRANT unto the said Grantee, his heirs and assigns FOREVER:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Pitt Meadows, in the Province of British Columbia, and known and described as Lot "B" of Lot Two (2) of Lot Three (3) of East Part of Lot Twelve (12) of Section Thirty-Six (36) Block Six (6) North, Range One (1) East, New Westminster District, Map number Six Thousand Three Hundred and Twenty-Eight (6328).



**TOGETHER** with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, right, title, interest, property, claim and demand of him, the said Grantor, in, to, or upon the said premises.

**TO HAVE AND TO HOLD** unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; Subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown, and subject to all taxes, rates and local improvement assessments whether already or hereafter assessed.

**THE** said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid.

**AND** the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.



AND the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

AND the said Grantor Releases to the said Grantee All His Claims upon the said lands.

WHEREVER the singular or masculine is used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Signature  
of Witness

Street Address

City or Town

Occupation of Witness

*W. Campbell*  
5 - Ave  
Haley B.C.  
Barrister

*H. Mensies*

I HEREBY CERTIFY that, on the  
the town of Haley  
oath of Halbert Mensies  
before me and acknowledged to me that  
the maker thereof, and whose name  
contents thereof, and that he  
years.

FOR MAKER

10

day of March 1945, at

in the Province of British Columbia,  
(whose identity has been proved by the evidence on  
) who is personally known to me, appeared

he is the person mentioned in the annexed instrument as  
is subscribed thereto as party, that he knows the  
executed the same voluntarily, and he is of the full age of twenty-one

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,  
at Haley in the Province of  
British Columbia, this 10th day of March  
in the year of our Lord one thousand nine hundred and forty-five.

*W. Campbell*

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

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA  
TO WIT:

I,  
of

of the  
in the Province of British Columbia,

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by  
the part thereto, for the purposes named therein.
2. The said instrument was executed at
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 19



ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of \_\_\_\_\_) who is personally known to me, and that he is the person of the said \_\_\_\_\_ and affixed the seal of the said \_\_\_\_\_ to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

Dated \_\_\_\_\_ March \_\_\_\_\_ 19 45.

HALEST MENZIES

—OL—

SEIJIRO SAITO and  
KINYA HINATSU

Deed of Land

THE WILLSON STATIONERY CO. LTD., VANCOUVER, B. C.  
Legal Forms for the Four Western Provinces  
Mm. of Pitt Meadows, in the Province of British Columbia, and known and described as Lot 2 of Lot 3, of E. part of Lot 12 of Sec. 36, Blk. 6 N., Range 1 E., N.W.D., Map No. 6328.

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of \_\_\_\_\_) personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of the annexed instrument as the maker thereof, that the said \_\_\_\_\_ is the same person mentioned in the said instrument as the maker thereof, and that he, the said \_\_\_\_\_, and subscribed the name of the said instrument, and deed of the said \_\_\_\_\_ as the free act and deed of the said attorney which has not been revoked.

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

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

CANADA  
PROVINCE OF BRITISH COLUMBIA  
To wit:

I, \_\_\_\_\_ of the \_\_\_\_\_, in the Province of British Columbia, do SOLEMNLY DECLARE THAT  
1. I am the attorney named in the Power of Attorney referred to in the above acknowledgment.  
2. At the time of the execution of the annexed instrument, I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.  
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 \_\_\_\_\_ in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.

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



FILE NO. 12902-3362-8273  
CATALOGUE NO. Sp. ad. April 14/45.

MEMORANDUM.....

*Mrs. Anderson*

Re: Sale of property.....

*Norris Rd., Pitt Meadows.  
B/2/3812/36/B6N/R1E/6328*

Sale of the above property has been completed and relevant papers have been removed to a special real property file now sent to you with the master file. You will wish to review this for the proper continuation of your administration of the assets disclosed. This file is now restored to general circulation.

*QP*



*for file 12902*  
File Nos. 12902, 3362  
and 8273.  
Special Ad.

September 27th, 1946.

**MEMORANDUM**

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Kinya HINATSU  
Senjuro SAITO  
Mun. of Pitt Meadows  
Lot "B", Blk. 2 of Lot 3 of Lot 12,  
of Sec. 36, Blk. 6W., R. 7E., Map 6328,  
D. N. W.

With reference to the above property which was recorded in the New Westminster Land Registry Office, August 7th, 1946, we attach herewith the following documents in connection therewith.

1. Copy of application number 208445-E, dated August 7th, 1946, registering the property in the name of the Custodian (Transmission).
2. Copy of application number 208446-E, dated August 7th, 1946, registering the property in the name of The Roman Catholic Archbishop of Vancouver (Deed).
3. Duplicate of Transmission dated August 2nd, 1946.
4. Duplicate of Deed dated August 2nd, 1946 - Secretary of State to The Roman Catholic Archbishop of Vancouver.
5. Certificate of Indefeasible Title number 208446-E, dated September 21st, 1946, covering the above property in the name of The Roman Catholic Archbishop of Vancouver.

*[Signature]*

DAC:JS

Atch.- Transmission application.  
- Deed application.  
- Transmission (duplicate)  
- Duplicate Deed.  
- Cert. of Title No. 208446-E.



13902  
7362  
8273

*A.G.M.  
R.*

cc: Mrs. MacArthur

*12902*

July 2, 1946

Hal Henslow  
Henny, B. C.

Dear Sir:

Re: Spec. Ad. April 14, 1945  
Harris Road, Pitt Meadows, B. C.  
2/2/3 of 12/36/63/712

This will acknowledge receipt of your letter of June 27, 1946 in which you enclosed two certified cheques for \$2,250.00. We have now received a total of \$2,500.00, the full amount of the purchase price for the above property.

We note that you request this property to be registered in the names of Mike Hains, millworker, of Pitt Meadows, B. C., and Benjamin Schlick, merchant, of Pitt Meadows, B. C., both British Subjects, as "tenants in common".

As previously advised, conveyance will be prepared and forwarded to Ottawa with our recommendation for acceptance, and if accepted, adjustments will be calculated as of the date of this letter.

Yours truly,

F. G. Shure,  
Director

*AGM*  
*Shure*



12902  
1362  
8273

12902  
June 20, 1946.

Hal Bensies, Esq.,  
Nancy, B. C.

Dear Sir:

Re: Spec. Id. April 14/45.  
Harris Road, Pitt Meadows, B.C.  
B/2/3 of 12/36/DCS/10E.

Further to our letter of May 8th we have to advise you that we are prepared to recommend the acceptance of your offer, on behalf of your clients, Mike Hales and Benjamin Schlick, of \$2,500.00 for the above described property. Will you please forward to us a certified cheque for the balance of the purchase price, namely, \$2,250.00.

We note that you request this property to be registered in the names of Mike Hales, millworker, of Pitt Meadows, B. C., and Benjamin Schlick, merchant, of Pitt Meadows, B. C., both British Subjects. Kindly advise whether this is to be a Joint Tenancy or a Tenancy in Common.

The necessary documents will then be prepared and forwarded to the Secretary of State at Ottawa, and if our recommendation is acted upon, they will be signed and returned.

After the documents have been registered a statement of adjustments of taxes, etc. will be prepared, including registration fees, and forwarded to you.

The tenants will then be advised that the property has been sold, subject to the existing tenancies, and the owners will then be in a position to assume control of this property.

Yours truly,

P. G. Shears,  
Director.

12902



COPY

#12702

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

*Pitt Meadows Japanese Garden Assoc*

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 claims:

(1) NAME: SAITO SENJURO <sup>328 823</sup> (RCMP) Reg. No. 14124

(2) PRE-EVACUATION ADDRESS: PITT MEADOWS, B. C.

(3) PRESENT ADDRESS: R. R. #1, KAMLOOPS, B. C.

(4) REAL ESTATE

(a) Street Address (if any) PITT MEADOWS, B. C.

(b) Legal description (lot number, block number, section number, etc.):

Res. Property owned jointly by Kinya HINATSU &  
SENJURO SAITO on Harris Road, Pitt Meadows, B.C.  
B/2/3 of 12/ 36/ B6N R1E

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

(i) Farm  
(ii) Residence Type of business: Japanese Hall  
(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.)

Joint 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 re-  
ceivable) - - - - - \$  
(iv) Total value (if you cannot give separate values for lands  
and buildings just fill in total value) - - - - - \$ 3,500.00  
(v) Amount at which Custodian sold property and credited  
your account - - - - - \$ 2,500.00

(f) Loss (This figure is arrived at by deducting item (v) from  
item (iv) - - - - - \$ 1,000.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation:

PITT MEADOWS, JAPANESE HALL

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

HALL

(c) How stored or packed at time of evacuation:

Left in the Japanese Hall



(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").

With Custodian.

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

1. 20 only Desk	Estimated Value	\$ 60.00
2. 1 only Mimeograph Machine	Estimated Value	\$ 25.00
3. 1 only Curtain for Stage	Estimated Value	\$ 10.00
4. Misc. Dishes 7 cups	Estimated Value	\$ 7.00
5. 1 only Open Space Heater (stove)	Estimated Value	\$ 7.00
6. 1 only Cook Stove	Estimated Value	\$ 50.00
7. 6 only Tables	Estimated Value	\$ 15.00
8. Misc. Benches	Estimated Value	\$ 10.00

TOTAL CLAIM FOR PROPERTY LOSS \$184.00

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) - - - - - \$1,184.00

(6) (a) Place at which claimant prefers to be heard. (b) Do you require the services of an interpreter at the hearing?

(Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)

KAMLOOPS, B. C.

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 }

Province of B. C. }

TO WIT: }

I, SENJURO SAITO of the of KAMLOOPS, B. C.

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 City of Kamloops in the Province of B. C. this 29th day of November A.D. 1947.

"S. Saito"

"K.M. Brennan"  
Notary Public.



PARCEL TWO

Re: Property owned jointly by KINYA HINATSU and SENJURO SAITO  
Harri: Road, Pitt Meadows, B.C., B/2/3 of 12/36/B6H/RLE.

REAL PROPERTY:

Fair Market Value of Land and Buildings \$3,500.00

\$3,500.00

CHATELS:

20 Only	Desks	60.00
1 "	Mimeograph Machine	25.00
1 "	Curtain for Stage	10.00
Misc.	Dishes and Cups	7.00
1 "	Open Space Heater (Stove)	7.00
1 "	Cook Stove	50.00
6 "	Tables	15.00
Misc.	Benches	10.00

\$ 184.00

*Standard  
Chattel Claim*  
\$3,684.00

Amount at which Custodian sold property and credited \$2,500.00

\$1,184.00

LOSS

Kinya Hinatsu - Loss \$592.00

Senjuro Saito - Loss \$592.00

1,184.00



12902, 3362, 8273.

May 31st, 1946.

MEMORANDUM

To: Mr. Shears,

From: Ian Macpherson.

The property described in attached Vesting Order is known as Pitt Meadows Japanese Farmers Association property. On July 14th, 1943, we registered a Certificate of Vesting in the name of the association, and as this association is unregistered, the Vesting filed is of no effect. The title stands in the names of Senjuro SAITO and Kiyoa HINATSU who acquired title by purchase of a Deed from Hal Menzies. Attached is submitted for your approval, a new Vesting in the names of the registered owners. There is no written evidence on file or known by us to exist, of a trust in favour of the association, although such trusts documentary or otherwise may exist as the building used by the association is on the land. The Vesting Certificate submitted may be filed to permit the transmission of sale at present being negotiated. Thereafter the proceeds may be dealt with as you may consider proper.

IM:ML



12902

506 Royal Bank Building,  
Vancouver, B.C.

31st May, 1946.

K. W. Wright, Esq.,  
Counsel to the Custodian,  
Office of the Custodian,  
Victoria Building,  
Ottawa, Ont.

Dear Mr. Wright:

Re: Pitt Meadows Japanese Farmers  
Association.

I have not yet received any advice from you in answer to my letter of the 11th May and I presume that this matter is still before the Minister.

As you are aware, the original valuation by Mr. Ansell was \$3,650.- and a minimum of \$3,000.- was at one time established. As indicated in our catalogue the price of \$2,500.- was a minimum which might be considered.

In view of the fact that two similar offers for this amount were received at approximately the same time, might this be an occasion where both parties could be given an opportunity to revise their bids, each party being advised that the highest offer between \$2,500.- and \$3,000.- would be accepted? In the event that both parties made a revised offer and they happened to be again for the same amount, preference might then be given to the Roman Catholic authorities who have had some use of this building.

Yours very truly,

F. G. Shears,  
Director.

FGS/PMH



MEMORANDUM

TO: FILE NO. 12902

MINUTES OF ADVISORY COMMITTEE MEETING  
HELD AT NEW WESTMINSTER, FRIDAY,  
JUNE 15, 1945

RE: Pitt Meadows Japanese Farmer's Association  
Community Hall, Advent Rd., Pitt Meadows

ENEMY SECTION	
JUN 18 1945	
Rec'd	12902
June 16th, 1945	RD 8076
Ans'd	
Refer'd	MR RICHARDSON

Mr. Wright reported that this property was advertised for sale on April 14th, 16th and 17th last, and the following tenders received:

D. R. Goodwin	1000.00
James Moore	1010.00
St. Patrick's Rectory	1500.00

This property was appraised by Mr. Ansell at \$3,625.00, but this valuation seemed out of line and another appraisal was obtained.

All tenders had been rejected and the purchasers advised that the Custodian would not be interested in any sum less than \$3,000.00.

Mr. Menzies recommended that the property be listed for sale with all the Real Estate Agents at Haney and expressed the opinion that the parcel should sell for at least \$2,500.00.

The Board approved acting upon Mr. Menzies' recommendation and suggested that future offers be submitted to them in due course.

K. W. WRIGHT

*KWW/JF*  
*Richardson*  
*Pls refer to me*  
*K.W.W.*

Spencer Ballot	Hanney, B.C.
Hal. Menzies	do
Hanney Real Estate	do
Sam Calhoun	do
E. W. Ansell	Port Hammond



File Nos. 12902, 3362, 8273

June 5th, 1945.

MEMORANDUM

TO: MR. F. G. SHEARS

FROM: MR. K. W. WRIGHT

RE: Community Hall on Advent Road, Pitt Meadows

Will you be kind enough to put this case on the agenda for the next meeting with the Rural Advisory Board.

When this property was advertised for sale on April 14th, 16th and 17th last, the following tenders were received:

D. R. Goodwin	\$1000.00
James Moore	1010.00
St. Patrick's Rectory	1500.00

The prospective purchasers have been advised that the Custodian will not be interested in any sum less than \$3000.00

KWW/O'B

K. W. WRIGHT



12902, 3362, 8273

May 15, 1945.

REGISTERED

Mr. James Moore,  
1185 Burnaby Street,  
Vancouver, B.C.

Dear Sir:

Re: Parcel "H",  
Advent Road, Pitt Meadows.  
B/2/3/12/36/B6N/R1E/6328.

Your letter of May 3rd, 1945 enclosing  
cheque for \$101.00 and offer to purchase the above property  
for the sum of \$1010.00 has been received and considered.

We are not able to accept this tender and  
are returning your cheque herein. No acceptable tender has  
been received on this property and we are now prepared to  
consider revised offers.

This property has been independently  
appraised and the Custodian will not be interested in any sum  
less than \$3000.00.

A similar letter to this is being sent to  
other persons who submitted tenders and if you desire to  
revise your offer, subject to prior sale and other bids which  
may be received, we will be pleased to consider same.

Yours truly,

F. G. Shears,  
Director.

FGS:AS  
encl.



COPY

*Copy for file 12902*

File No. 10697 (Evac)

April 18th, 1945

MEMORANDUM

TO: MR. G. PETERS

FROM: MR. K. W. WRIGHT

RE: Parcels of Real Estate held by  
Associations and Societies

Canada Mio Sonjinkai - Lot 9, Block 6 of  
Section 10, Block 3N, Range 7W, Map 249,  
Mun. of Richmond, District of New Westminster

It is noted from your memo of the 17th instant that the above property is registered in the name of Canada Mio Sonjinkai; also that the Custodian is collecting the rents.

The Special Vesting Order, signed by the Deputy Custodian, was filed in the Registry Office merely to supplement the Vesting Certificate that had already been deposited. This Order was not obtained for the purpose of enabling the Custodian to offer the property for sale.

The Order in Council relates only to property of natural persons and not of juridical persons. Our difficulty is that "persons" is defined in P.C.2483 as follows:

"Persons of the Japanese race mean any person of the Japanese race required to leave any protected area of British Columbia by Order of the Minister of Justice under Regulation 4, as amended, of the Defence of Canada Regulations (Consolidation) 1941".

It is agreed that property must refer to the property of Evacuees, that is natural persons of the Japanese race required to leave the protected area and cannot go beyond this to include property of Evacuee Companies or Associations.

It is expected that Mr. G. W. McPherson will visit Vancouver early next month and while he is here, we intend to ask him to recommend that the Orders in Council be amended by express provision and made applicable to Evacuee Companies, Associations and Societies. If Mr. McPherson agrees, and the Minister obtains Cabinet approval, we will then be in a position to liquidate the various parcels of Real Estate owned by Associations and Societies.

Unless and until this is brought about, I am of opinion that the Custodian should not offer any of such parcels for sale.

We have two or three cases in the office where title stands in the name of individuals and there is some evidence to indicate they held the asset for a particular Association. I have approved liquidation of these on the understanding that the funds received from sale be placed to the credit of the Association, pending determination of their rights, if any, to such funds.

KWW/JF

K. W. WRIGHT



File No. 13002, 1362, 273 (True)

April 4th, 1945

MEMORANDUM

TO: MR. F. G. SHIRAS

FROM: MR. E. V. WRIGHT

RE: Japanese Hall Property at Pitt Meadows  
Senjuro SAITO and Kingo HINAYU

At the last meeting of the Rural Advisory Committee, we presented a copy of Mr. Mansie's report and it was decided not to offer the property for sale until we had a ruling from the City Advisory Board in connection with School Properties.

Since that time we have clarified the title, having obtained a Deed from Halbert Mansie to Senjuro SAITO and Kingo HINAYU. The property is recorded in their names and there is no reason why we should not convey from these individuals and place the funds to the credit of the Pitt Meadows Japanese Farmer's Association.

Will you be kind enough to put this case on the agenda for the meeting on Friday next.

E. V. WRIGHT

KW/JV



Files Nos. 12902, 3362, 8273 (Evac)

February 14th, 1945

RE: Japanese Hall Property at Pitt Meadows  
Senjuro SAITO and Kinya HINATSU

Mr. Menzies' report together with the photographs and the sketch of the property obtained from the Registry Office, was presented to the Advisory Committee at the meeting held at New Westminster, February 13th, 1945.

Mr. Menzies stated that the Reeve of the Municipality has been approached and they may be interested in securing the large building for school purposes.

The Catholic Church was also interested and if they acquired the property, they would want the small cabin nearby as a residence for the caretaker.

We have not yet received instructions from Ottawa relative to the sale of school properties and under all the circumstances it was agreed that this parcel should not be advertised for sale and that the matter should be brought to the attention of the Committee for further report at the next regular meeting.

KWW/JF

K. W. WRIGHT



509 Royal Bank Building,  
Vancouver, B. C.  
January 26th, 1945

12902  
Evacuee Section

Mr. Hal Menzies,  
Honey, B. C.

Re: Pitt Meadows Japanese Farmer's Association,  
Lot "B", Block 2 of Lot 3 of Lot 12 of Section 36.  
Block 6 North, Range 1 East, Map 6328, NWD, in the  
Municipality of Pitt Meadows

Dear Sir:

Mr. Richardson of the Administration Department, Evacuee Section, brought this file to me a few days ago and I notice that you are holding a Deed for delivery to Senjuro SAITO and Kinya HINATSU, they having completed the payments required under Agreement of purchase of the above noted property, which Agreement is dated the 1st of November, 1939.

Correspondence goes on to show that these two parties were purchasing the land for the Japanese Farmer's Association at Pitt Meadows, but apparently the group interested did not apply for incorporation under the Societies Act.

In keeping with the Government's policy of liquidation, it has been decided that this property should be offered for sale and to clarify the title we would be obliged if you would send in the documents in your possession, including the Certificate of Title. These will be registered and tenders called for. If we succeed in effecting a sale, the money will be deposited to the credit of the individuals above named, 'In Trust' for the Pitt Meadows Japanese Farmer's Association (unincorporated).

To this end will you also be good enough to send us a valuation. It is noted that there is a house on one portion of the property. Should this be offered separately or is the parcel of land too small to be divided? You might send us photographs of the buildings with your report, as well as your recommendations.

Yours truly,

K. W. WRIGHT  
COUNSEL TO THE CUSTODIAN

KWW/JF



Office Phone 105

The Oldest Established Agency in the District

Residence Phone 63M

*Richardson*

RECEIVED  
SEP 28 1942

# HAL MENZIES

Real Estate and Insurance

Fire, Theft, Automobile  
Sickness and Accident  
Plate Glass and Burglary  
Insurance

Notary Public - Conveyances  
Loans and Appraisals

HANEY, B. C.

Sun Life Insurance  
Company's Agencies

September 25th., 1942.

The Custodian of Alien Property,  
Japanese Section,  
Vancouver, B. C....

Dear Sir:

File No. 12903. Mr. Alexander.

In reply to your letter of September 21st., the parties to whom I sold the property now occupied by the Japanese Hall at Pitt Meadows were Senjuro Saito and Kinya Hinatsu, who later requested me to convey it to the Pitt Meadows Japanese Farmers Association, but it was unable to do so as the association was not incorporated.

The only Japanese therefore to whom I would be responsible are Saito and Hinatsu.

I am enclosing for your information a copy of the Agreement of Sale which you may retain and which contains the particulars of the transaction.

As I said in my letter of September 18th the property is now fully paid for and at the request of Saito and Hinatsu, and other members of the group who call themselves the Pitt Meadows Japanese Farmers Association, I have been holding the title in my own name. I am paying taxes and other charges against the property out of the revenues retained therefrom.

I hope this supplies the information that you require.

Yours truly,

H. Menzies

*H. Menzies*

P.M



NAME		PITTS MEADOWS JAPANESE FARMERS ASSOCIATION		FILE NO.		12902	
COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY	
			MONTH	DAY	YEAR		
North West Fire Insurance Co.	210006	\$2,600	Jan.	28	1946	N. side Advent Rd, Lot "B", Lt. 3 Sub Plt. 12, 816N, 2017, Municipality Pitt Meadows	
"	212795	2600	Jan	28	1949		

The North West Fire Insurance Policy for \$1500.00 carried by the Pitt Meadows Japanese Farmers Association expired 8th December, 1942, and was renewed 28th January 1943, under Policy No. 210006 through McGregor, Johnston & Thomas covering \$2000.00 on Hall and \$600.00 on dwelling. The premium was paid by Mr. Hal Menzies, who was acting as Trustee.

It was renewed again 28th Jan. 1946, for a further 3 years, Pol. No. 212795 and premium of \$48.00 paid from the account of Kinya HINATSU and Senjuro SAITO in Trust. The property was sold as of the 27th July, 1946, and the purchaser's proportion of the premium amounted to \$40.00 and was charged in adjustments to them. The policy was transferred into their name and forwarded to the Rev. R.J. Carrol, 28th Sept. 1946.

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

H. Allan



REG. NO.	NAME <b>PITT MEADOWS JAPANESE FARMERS' ASSOCIATION</b>		FILE NO. <b>12902</b>	
ASSURED <b>THE SECRETARY OF STATE OF CANAD ACTING IN HIS CAPACITY AS CUSTODIAN</b>				
COMPANY <b>North West Fire Insurance Company</b>	POLICY NO. <b>210006</b>	AMOUNT <b>\$2,600.00</b>	PREMIUM <b>\$48.00</b>	RATE <b>1.80</b> <b>2.00</b>
PROPERTY INSURED <b>\$2,000.00 On the 1 story, frame, shingle- roof Building occupied as Church 600.00 On the 1 story, frame, shingle- roof Private Dwelling.</b>		TERM <b>3 Yr.</b>		
LOSS PAYABLE		EXPIRATION <b>Jan. 28, 1946</b>		
INSURANCE AGENT <b>McGregor, Johnston &amp; Thomas.</b>		LOCATION <b>N. side of Advent Rd, West of Harris Rd, Lot "B" of Lot 2 Sub 3 of Lot 12, Blk. 6N, Rge. 1 E, Municipality of Pitt Meadows, BC</b>		
RENTAL AGENT				
ASSURED ENDORSEMENTS				



REG.  
NO.

NAME

PITT MEADOWS JAPANESE  
FARMERS' ASSOCIATIONFILE  
NO.

12902

ASS:

THE SECRETARY OF STATE OF CANAD ACTING IN HIS CAPACITY AS CUSTODIAN

COMPANY	POLICY NO.	AMOUNT	PREMIUM	RATE	TERM	EXPIRATION
North West Fire Insurance Company	210006	\$2,600.00	\$48.00	1.80 2.00	3 Yr.	Jan. 28, 1946
PROPERTY INSURED		LOCATION				
\$2,000.00 On the 1 story, frame, shingle- roof Building occupied as Church		N. side of Advent Rd, West of Harris Rd, Lot "B", of Lot 2 Sub 3 of Lot 12, Blk. 6N, Rge. 1 E, Municipality of Pitt Meadows, BC				
600.00 On the 1 story, frame, shingle- roof Private Dwelling.						
LOSS PAYABLE		INSURANCE AGENT		RENTAL AGENT		
ASSURED		McGregor, Johnston & Thomas.				
ENDORSEMENTS						



CHattel SCHEDULE

Files 12902 & 10473

19th Nov. 1947.

Re: Pitt Meadows Japanese Farmers' Association  
Tsuru MIZUNO (Mrs. Shinchiro) - Regn. No. 14284

Declared by Tsuru MIZUNO 9th June, 1942	Inventoried by J. Moryson Nov. 13/42 #10473	Information given by Mr. Moryson 13th Nov. 1942
--	--	--

1 scales	" (Japanese)	
1 congoleum	" (In cottage)	
4 dressers	See below	
Dining room suite	See below	
1 bed		
1 couch		
Wicker table	" (In cottage)	Sold by Mrs. Mizuno prior to evac. Sold to Mr. Wm. Walker Mr. Walker had pd. Mrs. MIZUNO \$12.00 for the use of this table and the wicker sofa
Wicker sofa	" "	Sold by Mrs. Mizuno prior to evac.
2 chairs		
Kitchen table	" HM	
Chairs	See below	
Kitchen stove		" " " " " " "
Electric stove	Electric heater (Majestic)	
1 heater stove	"	
1 trunk		
Kitchen utensils	Sml. quantity	
Books	See below	
Fishing tackle		Taken with her

Additional regn. 31st  
Aug. 1942

2 kitchen cupboards	1 HM	
1 dining table	" & 3 extra leaves	
6 chairs	" ( 5 & 1 Arm chair)	
1 record player	"	Not found, possibly taken with her
1 wringer	"	
1 box crockery	"	
4 kitchen chairs	"	
1 4 gal. crock		
	Chest of drawers	
	China cabinet	
	1 buffet	
	1 lge pulley	
	5 rolls wallpaper	
	6 curtain rods	
	1 window blind	
	1 galv. wash tub cont:	
	1 enamel pot	
	1 sml. wicker basket	
	2 bill holders (wooden)	
	2 ctns. cont. old clothes	
	2 lge. biscuit tins	
	1 box cont. misc. books & magazines	
	1 ctn. " " " "	
	Lge. quant. of batten for quilt	
	1 ctn. cont.	
	1 lge. bamboo ash tray	
	1 sml. wicker basket	
	1 cooky baking tin	



Files 12902 & 10473

CHattel SCHEDULE (Cont'd)

19th November, 1947.

- 2 -

Declared by Tsuru MIZUNO  
9th June, 1942

Inventoried by J. Moryson  
Nov. 13/42 # 10473

Information given by  
Mr. Moryson 13th Nov. 1942.

1 Enam. dish  
1 garden trowel  
1 flower pot (metal)  
1 Wicker basket  
1 box cont. toilet articles  
1 umbrella  
1 ctn. cont. dishes

Other chattels inventoried by  
Mr. Moryson July 23/43 #12902

1 Enamel sink  
1 hand saw  
5 Jap trays  
1 Jap. knitting board  
1 lge. picture frame  
1 Framed inscription  
2 Enam. coffee pots  
1 sml. gas plate  
Sml. step ladder  
Ctn. cont. Jap parasols &  
6 ping pong bats  
1 lge picnic table HM  
4 benches

The above schedule is certified to be in  
accordance with the information on files  
12902 & 10473.

HA

.....*J. Allan*.....



CHATEL SUMMARY

Files Nos. 12902 & 10473

19th November, 1947.

Re: Pitt Meadows Japanese Farmers' Association  
Tsuru MIZUNO (Mrs. Shinchiro) - Regn. No. 14284

Our fieldmen inspected this property on the 13th November, 1942 and made an inventory of the chattels (as per attached schedule) in the hall building and cottage. Some of these goods were the property of Tsuru MIZUNO, who was occupying the cottage on the property of the above Association, prior to evacuation, and were declared by her on her JP Form 9th June, 1942, and in additional information sent in from Hastings Park, 31st August, 1942, advised us that she had moved most of her chattels into storage in the basement of the Hall, and added a few other goods not already declared.

The cottage contained a few articles which the tenant, Mr. Wm. Walker in a letter dated 8th Sept. 1942, stated he had paid Mrs. Mizuno the sum of \$12.00 for their use, and there is also a note on the bottom of Mr. Moryson's inventory of 13th Nov. 1942, that certain articles had been sold by Mrs. Mizuno prior to being evacuated. (Mrs. Mizuno was not evacuated from Hastings Park until March 30/43.)

On the 23rd July, 1943, Mr. Ray Bouffard signed his responsibility for a list of chattels made out by Mr. Moryson (File 12902), but this man apparently did not remain on the property for long as there is no further reference made to him on the file with the exception of a letter from a Mrs. Owens, Oct. 1943, stating that she had permission from Bouffard to live in the basement.

No chattels were declared by members of the Japanese Farmers' Ass'n but some of the chattels inventoried must have been their property, as a letter dated 28th March 1942, addressed to Mr. Menzies from Senjuro SAITO, was forwarded to this office by Mr. Menzies, in which SAITO asked for shipment of 5 doz. rice bowls. There is nothing on file to show whether these were shipped or not. A further letter from SAITO to Mr. Menzies dated 23rd Jan. 1946, asking for shipment of chinaware was forwarded to this office. SAITO was advised 4th April, 1946, that shipment could not be made at that time.

The property was sold as of 27th July, 1946, and at that time the chattels were considered to be of insufficient value to warrant the expense of handling, and are therefore still on the property. Mrs. MIZUNO was advised of this 28th Sept. 1947.

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

HA

*A. Allan*  
.....



REAL PROPERTY SUMMARY

File No. 12902

JAPANESE NAME: Pitt Meadows Japanese Farmers' Association

CATALOGUE NO: Special Advertisement, 14th April, 1945.

PROPERTY ADDRESS: Advent Road, Pitt Meadows, B.C.

LEGAL DESCRIPTION: Lot "B" of Lot 2 of Lot 3 of East Part of Lot 12 of Section 36, Block 6 North, Range 1 East, Map 6328, Municipality of Pitt Meadows, D.N.W.

TITLE: In the name of Halbert Menzies.

ENCUMBRANCES: None registered, C. of E. dated 15th July, 1943.

ASSESSED VALUE: 1943  
Land \$200.00  
Improvements \$2000.00 - \$2200.00 Taxes \$13.86

CLASSIFICATION: 2 acres of land of which  $\frac{1}{2}$  an acre was cleared with 4 fruit trees. Hall building 24' x 50' - main hall 10' ceiling. Full basement 7' ceiling; one end of basement finished off in two rooms, kitchen & bedroom. Building unpainted. Large woodshed, light construction behind hall, 20' x 12'. Another small building 18' x 20' with 3 rooms and small woodshed 10' x 14'.

APPRAISED VALUE: Appraised by Mr. Hal Menzies, 7th Feb. 1945 - \$2500.00  
Appraised by Mr. W.H. Ansell, 25th April 1945 - 3625.00

HISTORY OF ADMINISTRATION: This property had been purchased under Agreement for Sale dated 1st November, 1939, from Mr. Hal Menzies, by the Pitt Meadows Japanese Farmers' Association represented by Mr. Senjuro SAITO and Kinya HINATSU, but the Title was never conveyed as the Pitt Meadows Japanese Farmers' Association had not been incorporated. Mr. Menzies retained Title to the Property as Trustee of the Pitt Meadows Farmers' Association. Copy of this Agreement for Sale between Halbert Menzies and Senjuro SAITO & Kinya HINATSU was forwarded to this office 25th September, 1942 by Mr. Menzies and is on file. Mr. Menzies also stated at this time that the property was fully paid for and at the request of SAITO & HINATSU and other members of the Association, Mr. Menzies was holding the TITLE.

On the 2nd October 1942, SAITO & HINATSU were asked to forward the sum of \$4.40 in order that registration might be made in their joint names. Mr. SAITO replied 12th October, that he wished to leave it as it was. A statement of account was received from Menzies 3rd December, 1942, which showed that the 1940 and 1941 taxes had been paid from rents collected from Mr. W. Walker who was occupying the 3 roomed shack.

Permission had been granted by the Japanese to the Roman Catholic Church to have the use of the Hall.



REAL PROPERTY SUMMARY (Cont'd)

File No. 12902

- 2 -

HISTORY OF  
ADMINISTRATION (Cont'd)

On the 7th June, 1944, Mr. SAITO advised that the Japanese of the Association were willing to sell the property at a price of not less than \$3500.00. Mr. W.E. Anderson visited this property in July 1944, and found a family living on the premises with permission of the Roman Catholic Church. As they were not paying any rent, the Priest was written to July 27/44, asking that the Church assume the payment of electric light and taxes. Rev. Finnegan replied 31st August 1944, enclosing the sum of \$13.14 in payment of the light bill. On the 13th Nov. 1944 Mr. Anderson arranged to rent the basement of the Hall to a Mr. A.N. Thompson for \$5.00 a month from the 1st Nov. 1944.

A Mr. Jensen was occupying the cottage, and rent of \$5.00 a month and responsibility for electric light charges, was arranged.

The total amount of rents collected from these two tenants was \$25.00 from H. Jensen, and \$15.00 from Thompson.

On the 26th January, 1945, Mr. Menzies was asked to send in all documents regarding this property in order that the property could be registered in the names of Kinya HINATSU and Senjuro SAITO. A deed was prepared and executed by Mr. Menzies, 10th March, 1945. Copies on file.

Approval of sale of this property by the Advisory Committee was obtained 4th April, 1945, and it was advertised for sale 14th 16th and 17th April, 1945. Tenders were received from D.R. Goodwin - \$1000.00, Jas. Moore - \$1010.00 and St. Patrick's Rectory - \$1500.00. These offers were not accepted and the purchasers were advised that the Custodian would not accept any sum less than \$3000.00. However, it was later decided by the Advisory Committee, 15th June, 1945, that the property be listed with all real estate offices in Haney, for not less than \$2500.00.

SOLD:

The property was finally sold to the Roman Catholic Church, for \$2750.00 as of 27th July 1946, and the 5% commission divided equally between Hal Menzies and S. Cahoon, Real Estate Office, Haney.

Approval of Advisory Committee, 15th June 1945.

FUNDS:

Held to the credit of Senjuro SAITO and Kinya HINATSU in Trust \$2750.00 plus \$37.98 being adjustment of taxes and insurance - Total \$2787.98, less Cert. of Encumbrance, \$1.00, Registration fees \$12.50, Advertising \$27.68, Commission \$137.50 - total \$2609.30.

Certificate of Title: Certificate of Title No. 184884-E

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



LIABILITY SUMMARY

18th November, 1947.

File No. 12902

Re: Pitt Meadows Japanese Farmers' Association

This file reveals no liabilities.

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

H. Allan



407 → File No. 12902.

April 14th, 1945.

MEMORANDUM

TO: Mr. K. W. Wright

FROM: Mr. D. A. Cramer

Sanjuro SAITO  
Kinya HINATSU  
Hun. of Pitt Meadows  
Lot "B", Blk. 2 of Lot 3 of Lot  
12 of Sec. 36, Blk. 6 N., Range  
1 E., Map 6328, D. N. W.

We attach herewith the following documents in connection  
with the above described property.

- Miss Blainey*
1. Copy of application number 184884-E, dated March 6th, 1945, registering Deed from Halbert Mensies to Sanjuro SAITO and Kinya HINATSU.
  2. Duplicate copies (2) of Deed dated March 10th, 1945.
  3. Certificate of Indefeasible Title No. 184884-E, dated April 5th, 1945, in the names of Sanjuro SAITO and Kinya HINATSU.

*D. A. Cramer*

DAC:JS  
Atch.



Spec. Ad. April 14/45.  
Files Nos. 12902, 3362 & 8273  
Harris road, Pitt Meadows, B. C.  
B/2/3 of 12/36/B6N/KLE/6328

September 13, 1946.

THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER  
(purchaser)

In account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As at July 27, 1946)

	DEBIT	CREDIT
Purchase price	\$2,750.00	
Cheques received		\$2,750.00
Seller's proportion of taxes for 1946 - 207/365 x \$21.20		12.02
Registration fees on deed - \$2,750.00	10.00	
Insurance premium \$48.00 (Ex. 28/1/49) - Unearned portion	40.00	
Balance owing by purchaser		37.98
	\$2,800.00	\$2,800.00

BALANCE OWING BY PURCHASER \$37.98



KIYU HINATSU  
Senjuro SAITO

File No. 3362 & 8273  
Reg. No. 14253 & 14124

Date	Particulars	Debit	Credit	Balance
1944 December 9	Land Registry Office - Certificate of Encumbrance	\$ 2.00	\$	
	Rent & Electric light deposit		15.00	
	Electric light deposit	5.00		
1945 February 24	Blueprint of plan	1.00		
	Taxes	30.70		
March 6	Registration fees	4.40		
April 21	Rents collected		25.00	
1946 February 18	Fire Insurance premium	48.00		
May 15	1945 Taxes	19.81		
July 27	Credit re Sale of Property		2,589.30	
		\$ 110.91	\$2,629.30	

CR \$ 2,518.39

Accounting Department  
October 21st, 1946



12902

May 8th, 1951.

Mr. Kinya HINATSU,  
Box 19,  
Oakville, Manitoba.

Dear Sir:

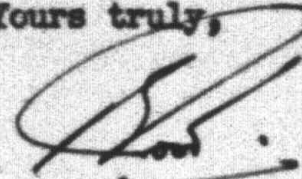
Re: Pitt Meadows Japanese Farmers' Assn.  
Claim No. 824.

We have your letter of the 4th instant and are not very clear as to your meaning. However, this will advise you that we made out a Release Form and Authority to Pay Legal Fees and forwarded them on 20th of December, 1950, to Mr. R.J. McMaster, Barrister and Solicitor, 1408 Royal Bank Building, Vancouver, B. C. Mr. McMaster is the Vancouver representative of the Japanese Canadian Citizens' Association.

We phoned Mr. McMaster today and he is today writing to the Committee to inquire concerning the delay in sending back the Release Form and Authority which only required signature by yourself and Senjuro SAITO, completion of the Affidavit of Witness and return to the office of the Committee or to this office. As soon as these forms are received here payment will be forwarded immediately.

If you have signed the forms please contact Mr. SAITO and/or the Committee and have the completed forms sent to us here. Any questions in this connection should refer to our file No. 12902 and Case No. 824.

Yours truly,



B. Good,  
Comptroller.

BG/js



December 20, 1950.

Mr. R. J. McMaster,  
Barrister & Solicitor,  
1408 Royal Bank Bldg.,  
Vancouver, B.C.

Dear Sir:

Re: Japanese Property Claims Commission  
Case 824

We enclose herein special form of Release covering  
award in favour of the Pitt Meadows Japanese Farmers' Assoc-  
iation, for signature of Kinya HINATSU and Senjuro SAITO

Letter of Authority to Pay Legal Fees to the  
Co-Operative Committee is also enclosed for signature.

Yours truly,

F.G. Shears,  
Director.

FGS/GN  
Encl.



Name of Claimant **SAITO, Sanjiro**Case **824**Custodian File **HINATSU, Kiya****8273 & 3362**

<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		
		<b>2750</b>		<b>137.50</b>						<b>425.00</b>
			<b>275.00</b>	<b>12.50</b>						
<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			
<b>TOTAL RECOMMENDATION</b>										<b>425.00</b>



12902

May 29, 1951.

Mr. Kiyo HINATSU,  
P. O. Box 19,  
Oakville, Manitoba.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 824

We have received from the Co-Operative Committee on Japanese Canadians, our form of Release which has been executed by yourself on behalf of the Pitt Meadows Japanese Farmers' Association covering the award recommended under the above Claims Commission for the sum of ....\$425.00.

Cheque in your favour in Trust for the Pitt Meadows Japanese Farmers' Association, is enclosed for \$388.58 and we have paid the Co-Operative Committee \$36.42 for legal fees as authorized by you.

Yours truly,

F. G. Shears,  
Director.

/GN  
Encl.



Defence Brief

Winnipeg, Manitoba  
April 12, 1948.

PITT MEADOWS JAPANESE FARMERS ASS'N. HALL  
(Senjiuro SAITO and Kinya HINATSU)

File No. 12902

Case No. 824

REAL PROPERTY CLAIM  
(All claims shown are gross)

<u>Claim</u>	<u>Appraised at</u>	<u>Sold for</u>
\$3500.00	\$2500.00 (Menzies) \$3625.00 (Ansell)	\$2750.00

- (a) Property was appraised by Mr. Hal Menzies, 7th Feb. 1945 for \$2500.00 and by Mr. W.H. Ansell, Apr. 23/45 for \$3625. Mr. Ansell's appeared out of line as shown by offers received.

Mr. Menzies report states: "If these buildings were near a good sized town, they would of course be much more saleable as the big basement could be used for some sort of storage, but Pitt Meadows is a small two store village that offers little use for such a structure."

- (b) Property was advertised in the press Apr. 14, 16 & 17th 1945. 3 tenders were received of \$1000.00, 1010.00 and \$1500.00 and were not accepted.
- (c) Advisory Committee decided 15th June, 1945, that property should be listed with all real estate offices in Haney for not less than \$2500.00.

Ex. 824-3 (See P10, L 17-23) refers to an offer received for \$2500.00. Letters of 11th May, 12th July, 1946 from Mr. Shears to Mr. Wright now on Claim File, explain this.

(Only two offers of \$2500.00 each received from Estate agents and the first received (Ex. 824-3) was to have been accepted but the Roman Catholic Church raised their offer to \$2750.00.)

It is submitted that the real property was sold for its fair market value.

Claim for chattels abandoned - Trans. P. 4 L. 18.

Witnesses

H. Menzies  
F.G. Shears

Where Required

1 a	Appraiser
1 b & c	Staff

HA



IN THE MATTER OF THE "INQUIRIES ACT"  
PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

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

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Winnipeg, Manitoba,  
April 12th, 1948.

IN THE MATTER OF THE CLAIM OF

SHENJURO SAITO  
and  
KIYA HINATSU.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the  
Dominion Government.

S.M. CHERNIACK, Esq.,

appearing for the  
claimants.

A. WATSON, Esq.,

Secretary.

G.N.R. UPTON, Esq.,

Official Interpreter.

H.M. LANGFIELD, Esq.,

Official Reporter.



THE SECRETARY: No. 5 on the list, Kinya Hinatsu.

MR. CHERNIACK: My lord, this case consists of a claim for a piece of property as well as a claim for a half interest in another property.

THE COMMISSIONER: Yes.

10 MR. CHERNIACK: The joint owner with Mr. Hinatsu of this second property has filed a claim, I believe in Kamloops. His name is Senjuro Saito. But he has forwarded it to me and I would like to file a letter from him addressed to Campbell & Braxier & Company, Royal Bank Building, Vancouver. The letter reads, "I have filed a claim for the Pitt Meadows Japanese Hall with the Custodian. In this claim I requested to have the case heard in Kamloops. But since this property is a joint deed with Mr. K. Hinatsu of Winnipeg, Manitoba, I would like to have the case transferred to Winnipeg and heard from Mr. Hinatsu as the claims were made in Winnipeg and a copy was sent to me to file the claims for my share of the property." And it is signed "Senjuro Saito".

20 THE COMMISSIONER: And what is his number?

THE SECRETARY: 14124.

THE COMMISSIONER: 04124. It is bound to be the same man, this man, Kinya Hinatsu.

MR. CHERNIACK: That is right.

THE COMMISSIONER: The claim is filed for \$1000.00 real estate and \$184.00 replacement.

30 MR. CHERNIACK: Yes, there will have to be an amendment. They were together but Saito made the claim, and we discovered that the property was sold for more



## Discussion.

than the amount stated. But I will give you that.

THE COMMISSIONER: Well, Mr. Secretary, will you communicate with the sub-Commission secretary at Kamloops and advise him that Senjuro Saite and Kinya Hinatsu is being disposed of here,, and will come off the Kamloops list.

THE SECRETARY: Yes.

10 THE COMMISSIONER: I can give it to you here. I have it marked. I will give it to you when I get back to the hotel.

MR. CHERNIACK: I think, for the record, I will just file this.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. CHERNIACK: My lord, would you prefer to take this separately from Mr. Hinatsu's other claim?

THE COMMISSIONER: I think it would be as well because it is joint interest in one instance and single in the other.

MR. CHERNIACK: Yes.

20 THE COMMISSIONER: Suppose we proceed with the claim of joint interest, and we will treat the other as a separate and distinct claim.

MR. HUNTER: And give the other a different number?

THE COMMISSIONER: Yes, a different number.

THE SECRETARY: This will be No. 824.

KINYA HINATSU, one of the claimant herein, being first duly sworn, testified through the Interpreter as follows:

50 MR. CHERNIACK: My lord, this is now then the case of Kinya Hinatsu and Senjuro Saite in relation to the



K. Hinatsu,  
In Chief.

joint property they owned. Do you want the description, my lord?

THE COMMISSIONER: No, it is described on the claimform, is it?

MR. CHERNIACK: Yes. I would ask leave to amend this claim.

THE COMMISSIONER: Where is the claim form, Mr. Secretary?

The joint claim of this claim I have before me?

MR. CHERNIACK: Is that the Hinatsu one?

THE COMMISSIONER: Yes, re property owned jointly.

10 MR. CHERNIACK: Is that the one I filed on behalf of Hinatsu or Saito? This one I filed has the claim on page 3.

THE COMMISSIONER: Yes. I see.

MR. CHERNIACK: It is a separate piece of paper. Property owned jointly. Parcel 2.

THE COMMISSIONER: I am afraid I don't see it here. Oh yes, I see it.

MR. CHERNIACK: I ask leave to amend that by first abandoning the claim for chattels.

20 THE COMMISSIONER: Yes.

MR. CHERNIACK: And we are now advised that the Custodian sold this property at \$2750.00. The other remains the same at \$3500.00.

THE COMMISSIONER: \$2750.00?

MR. CHERNIACK: So that the total claim is \$750.00, and each claim half of that.

THE COMMISSIONER: Yes. Would it suit your purpose, Mr. Cherniack, if I took out page 2 of your own claim form and just add it as an amendment to the Saito claim?



MR. CHERNIACK: By all means.

THE COMMISSIONER: And by that means we will avoid the possibility of confusion.

MR. CHERNIACK: That is all right.

THE COMMISSIONER: As a matter of fact, it is just the same.

MR. CHERNIACK: Yes.

THE COMMISSIONER: Identical to the claim form by Saito.

MR. CHERNIACK: Yes, as I recall it we sent Saito a copy of ours here so there should not be any difference.

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THE COMMISSIONER: I see.

MR. CHERNIACK: Shall I proceed with him?

THE COMMISSIONER: Please do.

DIRECT EXAMINATION BY MR. CHERNIACK:

Q Mr. Hinatsu, I show you here the written statement. Was this prepared at your instructions?

A Yes.

Q Is that your signature? A: Yes.

20 Q Do you swear the contents to be true to the best of your information and belief? A: Yes.

Q I tender this as Exhibit 1, my lord. On behalf of my learned friend, my lord, I would like to file his appraisal--no, this is the --

MR. HUNTER: Which are you hearing?

MR. CHERNIACK: We are hearing the joint claim.

MR. HUNTER: We are just trying to find it here. My learned friend has asked for the appraisal. I can only find a copy of Mr. Menzies' and the original must be on Saito's file. That is not here, but if

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E. Hinatsu,  
In Chief.

my learned friend will agree, Mr. Menzies' was lower than the other one, Mr. Ansell's, which was \$3425.00, while Mr. Menzies' was \$2500.00. I shall file this subject to the original.

THE COMMISSIONER: That is only a copy.

MR. CHERNIACK: The Custodian has not the other with him.

THE COMMISSIONER: And if counsel find there is any difference between that and the original, --

10 MR. HUNTER: Yes, well actually we will be producing the appraisal.

THE COMMISSIONER: Have you not got the original?

MR. HUNTER: No.

MR. CHERNIACK: Shall I give you the copy?

MR. HUNTER: Yes, if you would not mind.

MR. CHERNIACK: I have two copies.

MR. HUNTER: Possibly you can file these copies.

MR. CHERNIACK: Sure. My lord, I can file as Exhibit 2 the letter from the Custodian to Mr. McMaster enclosing copies of both appraisals.

20 THE COMMISSIONER: Supposing you file it all as one exhibit.

MR. CHERNIACK: Yes, that is what I would do.

(DOCUMENTS MARKED EXHIBIT NO. 2).

MR. CHERNIACK: One of the appraisals is lengthy, my lord, and possibly I can just read excerpts from it.

THE COMMISSIONER: If you will. You may proceed.

30 MR. CHERNIACK: This is supposed to be an appraisal by Mr. Menzies. Sets up this property was purchased in Pitt Meadows from Menzies himself in 1939 for \$200.00, which is the amount shown in Exhibit 1.



K. Hinata,  
In Chief.

10      Mensies goes on to say that he negotiated with the  
consent of the Custodian's office direct with Mr.  
Saite, and Mr. Saite advised him that in consultation  
with Hinata, and the others for whom they were acting,  
that they would not be interested in any offer for  
less than \$3500.00. He says he had an offer from  
the Catholic Church of \$1000.00 "which I understood  
later would be raised to \$2000.00." He had an  
Interview with the Priest and had the impressions or  
was left with the impression that the \$2000.00 offer  
would be confirmed, but that they would want the  
whole property and he tried to get an offer of  
\$2000.00 for the whole or \$2500.00 for the whole  
property but was unsuccessful. And, my lord, he  
then goes on to describe the property and there is  
very little difference between Mr. Hinata's statement  
and what Mr. Mensies says. And then he goes on at  
the bottom to say that he thinks the Church could  
possibly be induced to raise their offer to \$2500.00  
20      for the whole property, that it should be easy to  
sell the cabin and one acre practically all of which  
would be uncleared as the central line would come very  
close to the cabin, for \$500.00; "and \$2000.00 would  
be the most we could expect to realize for the hall"  
and he would, however, put the whole property at  
\$2500.00. "If these buildings were near a good  
sized town they would of course be much more sale-  
able as the big basement could be used for some  
sort of storage, but Pitt Meadows is a small two  
30      store village that offers little use for such a



K. Hinatsu,  
In Chief.

structure".. Might I at this point ask my learned friend if he can tell me whether a Commission for the sale was paid to Mr. Menzies.

10 MR. HUNTER: I think he did get half the commission. I think that the Church finally agreed to this, but that they being rather loyal to a person of their own religion, they put it through a Catholic real estate dealer and later I think the dealer and Mr. Menzies agreed that Mr. Menzies was entitled to half of it. But it was split, I thought.

THE COMMISSIONER: Yes, very well.

MR. CHERNIACK: Then the other -- what I call is the independent appraiser's appraisal -- William H. Ansell, (reading appraisal by William H. Ansell).

THE COMMISSIONER: I suppose you describe him as an independent appraiser because his appraisal is more nearly in line with the price your client asks.

MR. CHERNIACK: No, my lord, because this man was interested in selling it.

20 THE COMMISSIONER: Don't take me too seriously.

MR. CHERNIACK: No, I am glad you brought that up, and further I would draw attention to the fact that in assembling his figures for which he put a total of \$3425.00 instead of \$3625.00, he must have left out a \$200.00 item. In the comment on the form signed by Mr. Hinatsu he says, "I consider the valuation of this property at \$3425. to be fair but somewhat below the fair market value for this property. I believe the value placed on the hall is somewhat low and also that the small house is



E. Hinata,  
In Chief.

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*X not correct*

*X 7*

undervalued. From my knowledge of the property, this house was not draughty." That is Ansell in spite of his <sup>3625</sup>\$3425.00. He believes the small house is not valued high enough. Mr. Hinata says that he doesn't think it was draughty at all. May I ask my learned friend was the sale made to the same Church that Mr. Menzies mentioned, that offer of \$2000.00?

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MR. HUNTER: It was made to the Catholic Church. I don't know that it was made to the same Church.

MR. CHERNIACK: To the same people as Mr. Menzies mentioned?

MR. HUNTER: As I understand these offers have to come through the local Bishop.

MR. CHERNIACK: Well it just said Catholic and I don't pretend to know.

THE COMMISSIONER: In this area I am sure there would not be more than one Catholic authority who would buy land of this description.

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MR. CHERNIACK: Quite so. So that concludes the presentation of this claim.

30-

MR. HUNTER: It is submitted that the real property was sold for its fair market value. The assessed value of this property was \$200.00 for the land and \$2000.00 for improvements, \$2200.00 in all. This property was advertised for sale in the local newspapers of the 14th, 15th, 16, and 17th of April, 1945, and in response to those advertisements they received three tenders of respectively \$1000.00, \$1010.00, and \$1500.00, all of which were rejected. Accordingly later in the year, in June, this property was listed



M. Hinatsu,  
Discussion.  
Cross-Exam.

with all of the real estate dealers in Hancy at a minimum of \$2500.00, and it was, of course, sold for \$2750.00 as my learned friend has stated.

THE COMMISSIONER: What was the date of sale, Mr. Hunter?

MR. HUNTER: I am just trying to locate the date of sale, my lord. I couldn't find it last night. I think the full information must have been on the Saite file, but obviously it would be some time subsequent to June, 1945.

10 THE COMMISSIONER: Yes, all right, that is good enough.

MR. CHERNIACK: Well, my lord, might I point out that the appraisal of Mr. Ansell is April 23rd, 1945. It was listed At \$2500.00 with all real estate dealers, and I don't know whether this will give Mr. Hunter the information he wanted but I will also tender the letter of the Custodian addressed to Mr. Hinatsu, dated July 3rd, 1946. He says: "Re: S-p-e-c. A-d. April 14," and then gives the legal description. (reading letter).

20 THE COMMISSIONER: Apparently they were later able to find a better bid.

MR. CHERNIACK: Well this is dated July 3rd, 1946. I don't understand it.

THE COMMISSIONER: Your client was fortunate in that the land was held off the market as late as it was.

MR. CHERNIACK: Possibly.

(LETTER MARKED EXHIBIT NO. 3).

THE COMMISSIONER: Is that 4, Mr. Secretary?

THE SECRETARY: I have put it down as 3, my lord.

30 THE COMMISSIONER: Wasn't there a letter from the



E. Hinata,  
Discussion.

Custodian to Mr. McMaster?

MR. HUNTER: I think that was all the same exhibit.

THE COMMISSIONER: That is right.

MR. HUNTER: Appraisals, and so on, my lord. That is right.

THE COMMISSIONER: I think we might recess now, if that is all.

MR. CHERNIACK: That is all on this claim.

THE COMMISSIONER: How many have you?

MR. CHERNIACK: I have just three that will take a few minutes.

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(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

*H. M. Langfield*

"H.M. LANGFIELD"  
Official Reporter.