

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village		Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
					2030		1061.90			1061.90
<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 & Recorded Now Missing		45% of amount in next preceding column		
						% of Total	Amount			
<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			
							% of Total	Amount		
TOTAL RECOMMENDATION										1061.90

CASE NO: 178.

JAPANESE PROPERTY CLAIMS COMMISSION.

Vernon, B. C.,

February 25th, 1948.

IN THE MATTER OF THE CLAIM OF
HIROSHI TSUTSUMI.

PROCEEDINGS AT HEARING.

CASE NO: 178

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).

10

Vernon, B. C.,

February 25th, 1948.

IN THE MATTER OF THE CLAIM OF
HIROSHI TSUTSUMI.

PROCEEDINGS AT HEARING.20 APPEARANCES:

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

J.A. MacLENNAN, Esq., appearing for the
 Claimant.

A. WATSON, Esq., Secretary.

G.N.R. UPTON, Esq., Official Interpreter.

G. HAMBLETON, Esq., Official Reporter.

30

H. Tsutsumi,
In Chief,
Discussion.

MR. MacLENNAN: My lord, I would like to call next
Case No. 31 on the list, Hiroshi Tsutsumi.

HIROSHI TSUTSUMI, the claimant herein,
being first duly sworn, testified through
the Interpreter as follows:

MR. MacLENNAN: My lord, I would like to amend the claim
if I might, putting in the land at \$4500.00.

THE COMMISSIONER: \$4500.00.

MR. MacLENNAN: Yes, my lord.

10 THE COMMISSIONER: Yes, we did it yesterday.

MR. MacLENNAN: I think that had been lost sight of, my
lord. May I have it amended then in correspondence
with the form as it is now.

THE COMMISSIONER: That is to say, amend the claim form
\$4500.00 for land, against which \$2030.00 is credited,
the proceeds of sale, leaving a claim of \$2470.00.

MR. MacLENNAN: That is correct, my lord.

MR. HUNTER: That means land and buildings, my lord.

20 THE COMMISSIONER: Land and buildings, yes. And the
claim for crop is struck out.

MR. MacLENNAN: That is right, my lord.

DIRECT EXAMINATION BY MR. MacLENNAN:

Q Mr. Tsutsumi, you are making a claim for two
properties, two real properties in this case?

A Yes.

Q Lot 2, Section 3, Township 14 at Matsqui, and Lot
3?

A: Yes.

30 Q Did you instruct me to prepare a real estate farm
land form for you in this connection?

H. Tsutsumi,
In Chief.

A Yes.

Q And this document was prepared on your instructions?

A Yes.

Q And the information you give, or that you gave in the preparation of that form, was true?

A Yes.

Q Would you sign that in verification?

A (Witness complies).

MR. MacLENNAN: My lord, I tender that claim form in
10 respect of Lot 2 as Exhibit 1.

(STATEMENT MARKED EXHIBIT NO. 1).

Q Mr. Tsutsumi, did you instruct the preparation of another form in connection with Lot 3?

A Yes.

Q And the information you gave for the preparation of that form was true and correct to the best of your knowledge, information and belief?

A Yes.

Q Would you sign that, please, in verification?

20 A (Witness complies).

MR. MacLENNAN: I tender that, my lord, as Exhibit 2.

(STATEMENT MARKED EXHIBIT NO. 2).

Q Lot 2, you bought that in 1933 from a man named Pope?
A: 1933.

Q 1933?
A: Yes.

Q And you made certain improvements as set out in Exhibit 1?
A: Yes.

Q And Lot 3 you bought in September, 1940?

A Yes.

30 Q From whom did you buy that?

H. Tsutsumi,
In Chief.

A From his sister-in-law.

Q Did you instruct me in the preparation of the form that it was your brother that you purchased it from?

A Yes.

THE INTERPRETER: The former was from his brother-in-law.

MR. MacLENNAN: Q: But this property you bought in 1940, you bought from your brother?

A Yes.

Q How much did you pay him?

10 A \$2000.00, that price was not for the house; it was just for the land.

Q That was for the house without the land?

A Yes.

Q Why do you say that, Mr. Tsutsumi?

A The price that he bought that was including the crops.

Q Yes. Now, what about the house? You say you didn't include the house.

THE INTERPRETER: I can't get this.

MR. MacLENNAN: Q: When your brother sold you -- maybe
20 my friend will permit this question -- sold you the farm, was there any discussion as to what went with it, or what was it?

THE INTERPRETER: No, that is what he was telling me just now and I couldn't get his meaning.

MR. MacLENNAN: Q: Your brother handed you an insurance policy, did he, in connection with his house?

A Yes.

Q Is this the insurance policy that was on those premises?

A: Yes.

30 MR. MacLENNAN: My lord, that is a policy in the North West

H. Tsutsumi,
In Chief.

Fire Insurance Company, insures Hiroshi Tsutsumi in respect of one store, frame shingled dwelling house, in the amount of \$800.00, and \$200.00 on the contents of the house. That policy is dated the 7th day of August, 1941, and the house referred to is on Lot 3 of the North-East quarter section.

MR. HUNTER: May I see that?

(Handed to Mr. Hunter).

MR. MacLENNAN: Q: When you left the farm on evacuation,
10 did you give a lease in connection with the property?

A Yes.

Q Did you give this lease?

A: Yes.

MR. MacLENNAN: My lord, I tender that as Exhibit 3, and point out that it is a lease for Lots 2 and 3 of the North-East quarter Section 3, Township 14, for ten months from the 1st day of April, 1942, for a rental for that period of \$1,175.00. That was for six acres of strawberries, one and a half acres of raspberries, half an acre of loganberries, and a half
20 acre of asparagus referred to in the lease, my lord. I tender as Exhibit 4 the farm appraisal report provided by the Custodian in this connection.

(LEASE MARKED EXHIBIT NO. 3).

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 4).

THE INTERPRETER: I think I can clear up that last question.

(Question Interpreted).

THE INTERPRETER: I have got it.

A His father and his brother went to Japan and he looked after the house.

30 MR. MacLENNAN: Q: The witness looked after the house?

H. Tsutsumi,
 In Chief.
 Cross-Exam.

A Yes.

Q Now was anything said as to -- you see, you bought the property in 1940 for \$2000.00. Now you are claiming \$3000.00. How was the difference made up?

A The house and fixtures, \$1000.00.

Q Yes. Was the house there when you bought the property from your brother? A: Yes.

Q Then why do you add \$1000.00 now for the house?

THE INTERPRETER: No, I don't get that one.

10 MR. KUBONIWU: A: The house, when I bought the land, I bought the land \$2000.00 and then the houses -- their father and mother in Japan in appreciation of what he done for him gave him the house free because he had to look after the land or something in Japan and they give him that house free, but houses he never paid anything for the house, just for the land. Then that is why house is valued \$1000.00. Do you understand now?

MR. MacLENNAN: Yes. Mr. Hunter.

20 MR. HUNTER: It is submitted, my lord, that these properties were sold for their fair market value.

CROSS-EXAMINATION BY MR. HUNTER:

Q What crops were on Lot 3 at the time you bought them, Mr. Tsutsumi? A: Strawberries and raspberries.

Q How much? A: When he was evacuated?

Q No, no, when he purchased Lot 3 he said that he paid \$2000.00 for the land and the crops. What crops were there?

A He says at the time he bought there was a crop of raspberries and strawberries.

Q What acreage? A: One and a half acres. He says he didn't measure it at the time but to the best of his knowledge one and a half acres of raspberries and seven acres of strawberries about.

Q And you say the crop from $3\frac{1}{2}$ acres of strawberries is worth approximately \$3500.00 gross? \$3495.18?

10 A Yes.

MR. HUNTER: It looks to me, my lord, as if he was given the land as well.

I think that is all, my lord, it is a straight question of value.

MR. MacLENNAN: My lord, it would be as well, I think, if we had the assessed value for 1942. I think this is '42 --

MR. HUNTER: I have '43 here.

MR. MacLENNAN: Perhaps we could get that.

20 MR. HUNTER: The land was \$978.00, my lord, and the improvements \$1600.00.

THE COMMISSIONER: That is both lots?

MR. HUNTER: That is both lots, my lord, total \$2578.00, taxes, \$47.79.

THE COMMISSIONER: All right, thank you, Mr. Tsutsumi, that is all we require.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hambleton
"G. HAMBLETON"
Official Reporter.

NOV 25 1947

NOTIFIED

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

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

ACKNOWLEDGED

12786

Kanada
Vernon

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

(1) NAME Tsutsumi (MR.) Hiroshi (RCMP) Reg. No. 12950
(Print) Surname Given Name

(2) Pre-Evacuation Address Mount Leman, B.C.

(3) Present Address Coldstream Ranch Vernon, B.C.

(4) REAL ESTATE

(a) Street Address (if any) R.R. #1 Mount Leman B.C.
City or Municipality, Province

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

Lot #2 Sec.3 map 5802

Lot #3 Sec.3 map 5802

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

- (i) Farm SOLD TO VETERAN'S LANDS
- (ii) Residence Type of business
- (iii) ~~Business~~
- (iv) ~~Any other type of property (describe)~~

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

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

(i) Land - - - - - \$ 4,500.00

(ii) Buildings - - - - - \$ _____

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - -

1942 Crop	\$2,001.40
1943 Crop	\$3,000.00
	\$ _____

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 4500
9,001.40

(v) Amount at which Custodian sold property and credited your account - - - \$ 2,030.
2,028.65

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 6,972.75

2470

(5) PERSONAL PROPERTY

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

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

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

(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")

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

- 1. _____ Estimated Value \$ _____
- 2. _____ Estimated Value \$ _____
- 3. _____ Estimated Value \$ _____
- 4. _____ Estimated Value \$ _____
- 5. _____ Estimated Value \$ _____
- 6. _____ Estimated Value \$ _____
- 7. _____ Estimated Value \$ _____
- 8. _____ Estimated Value \$ _____
- 9. _____ Estimated Value \$ _____
- 10. _____ Estimated Value \$ _____

TOTAL CLAIM FOR PROPERTY LOSS \$ _____

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) - - - - - \$6,975.75 2470

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)
VERNON, B.C.
(b) Do you require the services of an interpreter at the hearing? Yes or no YES.

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

DOMINION OF CANADA)
Province of British)
Columbia TO WIT:)

I, Hiroshi Tsutsumi
of Vernon

of the Goldstream Ranch
in the Province of British Columbia

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 Vernon)
in the Province of British Columbia)
this 15th day of November)
A.D. 1947. *Jelmy*)

Hiroshi Tsutsumi

A Notary Public in and for
the Province of British Columbia

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

HIROSHI TSUTSUMI.

(Claimant's Name)

REAL ESTATE
(Farm Land)

12950

Reg. No.

LAND Lot 2 Sec 3 T14 MATSQUI Acres 19.56 Date of Purchase OCT 10 1933 From Whom DOPE Cost Price 640
Uncleared 12
Cultivated not planted 4
Cultivated and not in crop
List Crops

Cleared
Uncleared
or cultivated
at date of
Purchase

Improvements
at date of
Purchase

Estimated
value at
Date of Sale

STRAWS - $3\frac{1}{2}$ Ac.
LOGANS - $\frac{1}{2}$ Ac

EXHIBIT No. 177-1
DATE 25 Feb 1948
FILED BY J.A. McEwen

NONE-CLEARED

NONE

~~1000.00~~
1500.00

Total

IMPROVEMENTS SINCE PURCHASE OTHER THAN BUILDINGS (e.g. cultivation, plants, trees or special equipment)

Description	When Made	Cost
wall	1933	40.00
clearing - 8 AC at 200.00 per AC	1933-40	1600.00
STRAWS - 20,000 plants @ $\frac{1}{2}$ (cost)	1940-41	100.00
FRUIT TREES - 10 Assorted		10.00
		<u>1750.00</u>

DRAINAGE FLUMES - 1933-40
1200 feet CEDAR-

BUILDINGS	Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
2 HOUSES		20x24 1-14x28 1-16x22	FRAME	1935 unfinished	350.00	-	150.00		500.00
BARN (SHED)			FRAME	1936	55.00		45.00		100.00
SHED				1936					15.00
									<u>615.00</u>

(THIS ITEM = HOUSE AND BEANTO and PICKUP SHACK ON APPRAISAL FORM.)

NOTE - I estimate that my net earnings from my farms amounted to $\frac{1}{2}$ my gross earnings

Comments re Appraiser's report not covered by above information:

I leased lots 2+3 in April 1942 for 10 months at \$175.00 - (The crop was in)

In 1941 my produce from both farms was: #

STRAWS - 58,253 lbs to canner @ 6¢ per lb. - 3495.18
200 CRATES for MARKET @ 1.30 per crate 260.00
RASPS 11,210 lbs for canning @ 12¢ per lb. 345.20
2354 lbs for JAM @ 9¢ " " 211.86
LOGANS - 2012 lbs for JAM @ 6¢ " " 120.62
4432.86

~~H. Tsutsumi~~
H. Tsutsumi
SIGNATURE

HIROSHI TSUTSUMI
(Claimant's Name)

REAL ESTATE
(Farm Land)

12950
Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
LOT 3 Sec 3 T. 14 Uncleared 12 Cultivated not planted 3 Cultivated and not in crop List Crops STRAWBERRIES - 3 RASPS 1 1/2 Asparagus 1/4 Total	20.57	Sept 7/40	(POPE) BROTHER	\$2000.00		House 1000.00 Pickers shack 3000.00	\$3000.00

MY BROTHER purchased 1935 with land at \$32.00 per acre and commenced building house + clearing land and in 1940 he decided to let me have farm for \$2000.00 and not charge anything for house valued at \$1000.00

EXHIBIT No. 178
~~177~~-2
DATE 25 Feb 1948
FILED BY J.A. McEwan

IMPROVEMENTS SINCE PURCHASE OTHER THAN BUILDINGS (e.g. cultivation, plants, trees or special equipment)

Description	When Made	Cost
ENLARGED BARN + BUILT PICKERS HOUSE		

BUILDINGS Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
BARN ENLARGEMENT		ROUGH	1940-41	10.00		10.00		20.00
BARN	16x20	FRAME	1935					100.00
HOUSE	24x26	"	1935-40					1000.00
PICKERS SHACK		"	1935-40					100.00

Comments re Appraiser's report not covered by above information:

THE HOUSE is a good one but NOT QUITE FINISHED I had it insured for ~~1000.00~~ \$800.00 and understand you can't insure a HOUSE for its full value.

~~H. Tsutsumi~~
H. Tsutsumi
SIGNATURE

EXHIBIT No. _____

DATE _____

FILED BY _____

EXHIBIT No. ¹⁷⁸ ~~177~~ - 3

DATE ²⁵ Feb. 1948

FILED BY

J. A. McEwen

FARM LEASE

THIS INDENTURE made in duplicate the 16th day of April A.D., 1948

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-

Miko Tsutsumi wife of
HIROSHI TSUTSUMI of Mount Lehman
in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

ROBERT LUNDSTROM and GEO. SMITH of the same place
Farmer
(hereinafter called the Lessee)

Of the Second Part

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

**Lots Two (2) and Three (3) of North East quarter of Section Three (3)
Township Fourteen (14) Map 580**

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

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

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of Ten months to be computed from the first day of April A.D. 1948 and from thenceforth next ensuing and fully to be completed and ended:

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of One thousand one hundred and seventy-five (\$1,175.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged).

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

AND it is understood and agreed that in the event of a crop failure by Vis Major or an act of war the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A.D. 1948 without any further payment.

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

Six (6) acres of strawberries

One and one half ($1\frac{1}{2}$) acre of raspberries

One half ($\frac{1}{2}$) acre of loganberries

One half ($\frac{1}{2}$) acre of asparagus

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

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

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

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

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 194₂, he shall be able to again rent the said lands for the year 194₃, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 194₃ and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

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

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

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

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

FORWARD
PROGRESS
MADE IN CANADA

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

Signed, Sealed and Delivered by

Mitsuo HIROSHI TSUTSUMI and ROBERT LUNDSTROM
and GEO. SMITH
in the presence of

M. TSUTSUMI

R. Lundstrom
Geo. Smith

M. M. Fletcher



AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia, Make Oath and Say:-

1. That I was personally present and did see *Mitsuo* HIROSHI TSUTSUMI and ROBERT LUNDSTROM and GEO. SMITH the parties thereto, duly sign and execute the within instrument, for the purposes therein named.

2. That the said instrument was executed at Mission City aforesaid.

3. That I know the said parties and that they are each, in my belief of the full age of twenty-one years.

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

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

this sixteenth day of April

A. D. 194 2

M. M. Fletcher

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

DATED 16th day of April A.D. 1942

HIROSHI TSUJUMI

TO

ROBERT LUNDSTROM and GEO. SMITH

FARM LEASE

Lessor

JAMES M. CAMPBELL
Barrister - Solicitor

MISSION CITY - -

B. C.

Farm Appraisal Report

File No. J.L. 259

Land Description Lots 2 and 3. Sec 3 Tp. 14 Matqui B.C.

Containing 39.13 acres. Acres

Owner's Name H. Tsutsumi Post Office Address R.R. Abbotsford.

Nearest Rail Point Dennison station on B.C.E.R 1 mile Distance _____

Market Town Abbotsford Distance 7 1/2 miles

Church (give denomination) United at Bradner Distance 1/2 mile

Nearest School at Bradner Distance 1/2 mile

State how property was identified: map location and enquiry.

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

It is on Haverman and Dennison roads both gravelled, in good condition.

Is this district a good one? not fully opened up yet, just fair.

Employment opportunity limited to seasonal work only.

Predominating Nationality and religion: mixed, no race predominating.

Describe Fencing and its condition: none Value \$ _____

Water supply: wells good supply Value \$ _____

No electricity. BUILDINGS ON FARM

EXHIBIT NO. 178
DATE 25 Feb 1948
FILED BY J.A. McEwen

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
Lot 3. HOUSE addition	24 x 26	frame	8	shing.	15	wood	fair	\$385.00
Pickers shack	10 x 26	frame	7	shing	15	wood	fair	
BARN lot 2. House	16 x 20	frame	8	shing	10	none	poor	50.00
Leanto	16 x 20	frame	9	shing	15	none	fair	75.00
Pickers shack	20 x 24	frame	8	shing	15	none	poor	\$ 510.00
Barn & shed	9 x 21	frame	7	shing	15	none	poor	165.00
GRANARY	16 x 24	frame	8	shing	10	posts	fair	100.00
	16 x 20	frame	9	shing	10	none	fair	70.00
								\$ 335.00

Total present day value \$ 845.00

Total Value Buildings add to farm \$ 800.00

Is dwelling habitable without repairs? yes If not what is your approximate estimate of cost to make it habitable? _____

Describe the basement and chimneys: No basements, brick chimney in house on lot 3

Lot 3 4 metal chimney on lot 2.
No. rooms downstairs? _____ Upstairs? nil How finished V. Joint

Lot 2 3 nil unfinished.
Are buildings painted? no Condition of paint N.A.

Distance from nearest bush fifty yards

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
lot 3. 6.70	undulating	8 to 12 in loam	10 in loam	2.92 ac. straws. 1.83 ac. no crop.	1.10 rasp. \$70.00	35 asparagus \$ 469.00
Lot 2. 5.35	undulating	as above	as above	2.50 ac. straws. 1.80 ac. no crop. .75 ac. legans .30 ac. plowing	\$65.00	347.75

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

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUR-SOIL	VALUE PER ACRE
nil			

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

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	TOTAL
Lot 3. 1 ac 11.87	rolling 12"	14"	clearing of roots	\$ 15.00	\$60.00	60.00
2 14.21	rolling 12"	14"	thick bush & stumps	\$ 100.00	15.00	178.05
	rolling 12"	14"	thick bush & stumps	100.0	15.00	213.15

Area Unsuitable for Cultivation.

CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE
		Lot 3 \$707.05 Lot 2 \$560.90

Total value of Land \$ 1267.95
 Lot 3. Bldgs. \$535.00 Lot 2. \$335.00
 Total added by buildings to value of farm \$ 800.00
 Total fruit trees add to value of farm (for use in orchard districts only) \$ nil
 Total value of farm \$ 2067.95

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
 Lot 3. is the better of the two for cultivation, Lot 2 is somewhat neglected and the growing crop is not as good, both places are tenanted at present

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
 The parcels, either separately or as a unit have possibilities as mixed farms. there are few noxious weeds, other than a few
 Noxious weeds: Canada thistle.

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

Matsqui Municipality - Taxes
 Lot 3. \$ 26.03
 Lot 2. \$ 21.73
 Total \$ 47.76

Date: June 10th 1942.
 Place: Abbotsford B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 5 day of June 1942

Inspector's Signature *[Signature]*

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

Farm Appraisal Report

Remarks: This report covers two separate parcels, adjoining, and belonging to the one man. Individually, they have possibilities, as mixed farms, though operated now strictly as small fruit propositions.

The soil throughout, is of good quality and quite deep. The cleared land, that is the stuff in crop has a number of old stumps scattered through it. The removal of them will be costly under present conditions, and they do not to a great extent hamper the cultivation of the strawberry crops. On lot three, the one facing on Dennison Road there is about an acre with the cover cleared all but the small roots and a few small stumps to be pulled or blown.

There are two sets of buildings, with the better set of the two on lot three, neither of them however amount to a great deal though the lot three house can be lived in for a considerable time yet without any money being spent on it. The other house is nothing much more than a shack, unfinished inside and small.

There is no power line, for domestic use near, and the water supply is from good wells. If this property was handled as a unit there is little reason to doubt that it could be developed into a really good farm.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

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

Present Value

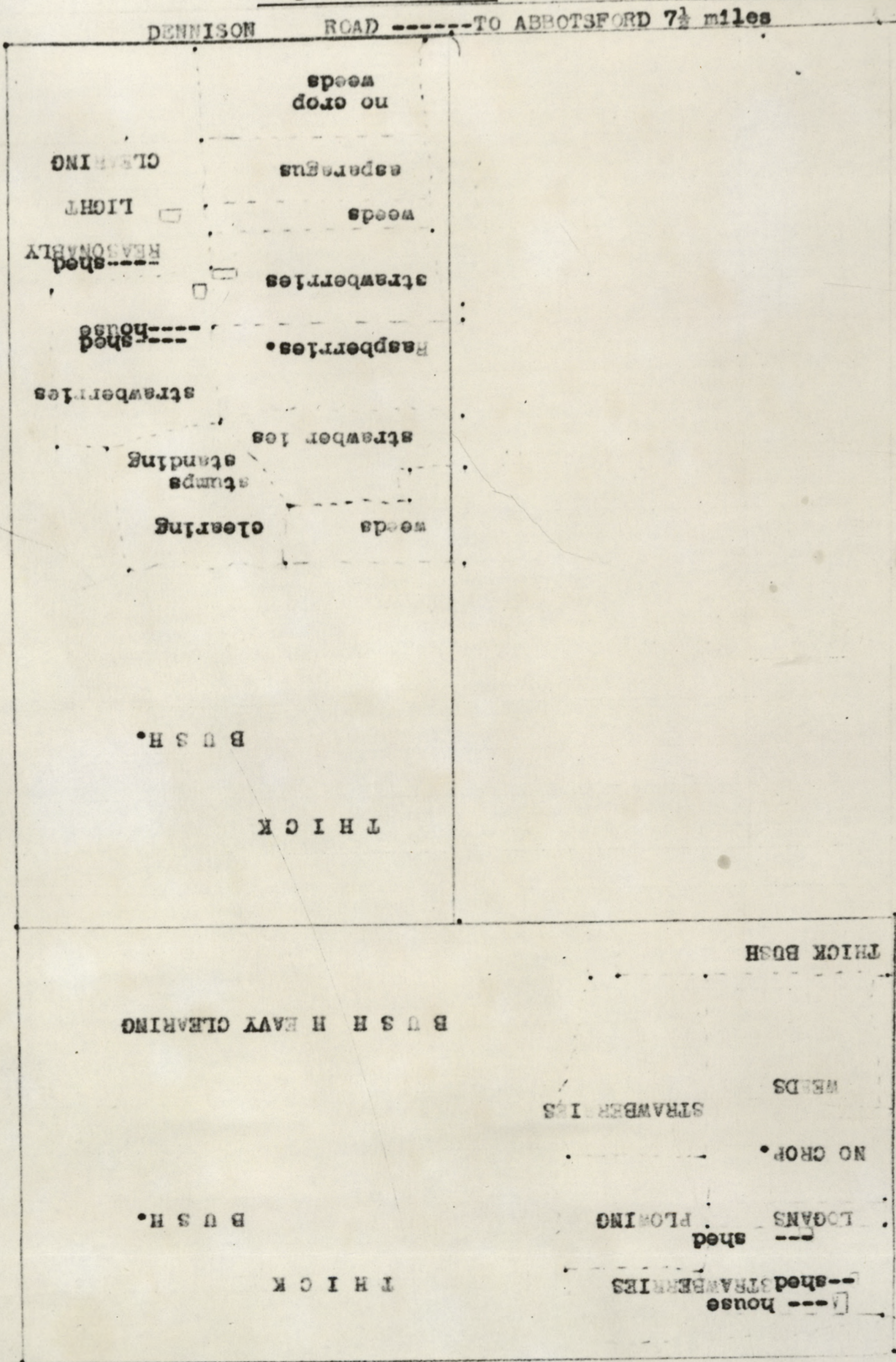
\$
\$
\$
\$
\$
\$
\$
\$
\$

Total \$

Amount fruit trees add to value of farm \$

H. Titsumi Lots 2 and 3 sec 3 Tp. 14 Matsqui 59.15 ac.

Diagram of Property



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

value is \$ 2000

Date 15th June 19 42.

"I.T. BARNET"

District Superintendent.